

COLLECTIVE AGREEMENT

Between

**Service Employees International Union Local 2.ON
Branch Local #50
London, Ontario**

And

**Labatt Breweries Ontario
Division of Labatt Brewing Company Canada Limited
(London Plant)**

2019 - 2025

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SECTION 1 - MUTUAL GOALS STATEMENT

All employees of the London Brewery share in the Goal of being the absolute leader in our industry. Our mission is to deliver the highest quality product in a safe, efficient and innovative manner, while at the same time being responsive to customer and employees' needs.

The achievement of the London Brewery Goal requires the combined efforts of the Company, Union and Employees. Therefore, and subject to all other clauses of this agreement, all employees' (both bargaining unit and managerial) will:

- A.** Meaningfully participate in the decisions which affect them;
 - B.** Work within their dept. or work area and assume all tasks for which qualified;
 - C.** Willing to do any task which they are capable of performing safely and responsibly;
 - D.** Work in good faith toward the satisfaction of internal and external customer needs;
 - E.** Develop and maintain a high level of technical skill;
 - F.** Promote efficiency, economy, quality and continuous improvement;
 - G.** Support initiative, new ideas, trust, mutual respect, equitable treatment and cooperation;
 - H.** Communicate information promptly, accurately and completely;
 - I.** Assist in training other employees;
 - J.** Take pride in their work and promote and adhere to the highest standards.
 - K.** Provide support for those employees who have difficulty adapting to change or learning new processes;
 - L.** Provide support for and, in implementing the foregoing goals, have an understanding of the individual and family needs of all employees.
- 1.01** Wherever the masculine is used in this Agreement, it shall be considered as if the feminine has been used where the context of the employee(s) hereto so required.

SECTION 2 - PURPOSES OF AGREEMENT

- 2.01 The purposes of this Agreement are to maintain suitable conditions of employment for members of the Union and to provide methods of fair and peaceful adjustment of all disputes that may arise between the parties hereto.

SECTION 3 - RECOGNITION

- 3.01 The Company confirms its intention to continue to comply with the terms of the Operating Engineers Act and all other statutes regulating the operating of equipment and machinery used in the Company plant at London, Ontario.
- 3.02 The Company recognizes the Union for the duration of this Agreement as the sole bargaining agent for collective bargaining purposes for those of the Company's employees employed as stationary engineers and their helpers at its powerhouse in London, with the exception of Chief Engineers and persons above the rank of Chief Engineers.
- 3.03 The parties agree that all new bargaining unit employees hired after June 20, 2002 shall, as a condition of employment, be required to hold a valid Certificate of Qualification for Operating Engineer Class 2 as a minimum qualification for hiring. The Company shall have the right to hire a new employee who does not possess a Class 2 Certificate however any such employee will be required, as a condition of employment, to have successfully completed the required Class 2 test within 2 years of date of hire. Failure to successfully complete the Class 2 test within such two (2) years shall result in termination of employment.
- 3.04 The Company also recognizes that the onus of safe and efficient operation of the steam, refrigeration equipment, air handling equipment, air conditioning and carbon dioxide rests with the Operating Engineers and agrees that the certified engineers and helpers shall continue to perform normal maintenance and repair of this equipment provided, however, that outside contractors and other employees of the Company will, from time-to-time, be used to perform maintenance and repair of this equipment. It is further agreed that the use of outside contractors and other employees of the Company for such maintenance and repair work shall not be carried on to the extent that it causes a reduction of the normal work week of employees covered by this Agreement. This clause has no application to work of an urgent nature, capital work and work for which the Company does not possess any one of the necessary skills, equipment or manpower. Such work shall continue to be performed by contractors.

SECTION 4 - MANAGEMENT FUNCTIONS

- 4.01 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 the claim that a seniority employee has been discharged, transferred, demoted or disciplined without just cause may be dealt with as hereinafter provided.
- 4.02 It is understood that in exercising these functions the Company must conform to all other clauses of this Agreement.

SECTION 5 - SENIORITY

- 5.01 For persons employed after January 1, 1958 seniority will be equal to the total length of service as a Stationary Engineer with Labatt Breweries Ontario, London plant. The probationary period of 1040 hours worked shall apply to employees covered by this Agreement.
- 5.02 Promotions or allocations to better paid permanent jobs within the bargaining unit shall be based on seniority provided that the applicants have the ability and are qualified and considering the efficient operation of the Company. It is agreed that culpable absenteeism and disciplinary record may be factors in determining whether or not an applicant has the ability and qualifications to be awarded a job pursuant to this article. In the event that a senior employee lacks necessary training, the Company will arrange to give the necessary training whenever in the opinion of the Management, this is practicable.
- 5.03 In the event of lay-off, probationary employees shall be laid-off first and, thereafter, lay-offs shall occur in reverse order of seniority in each classification provided, however, that a junior employee in a higher classification may replace an employee in a lower classification provided such employee has more Company seniority than the person in the lower classification.

SECTION 6 - SEASONALS

- 6.01 Seasonal employees shall only work weekends, plant holidays or overtime when they are relieving a full time employee as part of his regular shift or all full time employees have turned down the opportunity to work. All employees hired during the period defined as March 1 to September 15 inclusive, and the period December 1 to December 31st shall be classified as "SEASONAL EMPLOYEES", and all persons hired within this classification shall cease to be employees of the Company on or the 30th of the September in the year

of hire or, if rehired for December of that year by December 31st of that year. Persons classified as “SEASONAL EMPLOYEES”, shall be paid the rate of pay as specified by the collective agreement and shall, in addition, be entitled to receive certain benefits pursuant to the plant holiday and vacation provisions of the Collective Agreement but shall have no other entitlements under the Collective Agreement, nor shall they be permitted to change their employment status.

- 6.02 A “SEASONAL EMPLOYEE” may be released for unsuitability at the sole discretion of the Company. In the event that a “SEASONAL EMPLOYEE” is terminated for disciplinary reasons, the standard of cause for review of the Company’s decision shall be whether the decision was arbitrary, discriminatory or in bad faith.
- 6.03 It is understood that for periods outside the designated Seasonal period as defined above, the Company and the Union agree to consider hiring Seasonal employees to cover sickness / vacation relief or leave of absence. It is further understood that consent to hire a Seasonal employee outside the designated period for sickness/vacation relief will not be unreasonably withheld.

SECTION 7 - DISCRIMINATION

- 7.01 There shall be no discrimination, interference, restraint, or coercion, by or on behalf of the Company, regarding any employee because of his membership in the Union. The Union, its members, and/or its agents, shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not conduct Union activities on Company time or premises except as herein expressly provided.

SECTION 8 - REPRESENTATION

- 8.01 The Union may elect, and the Company shall recognize, two (2) committeemen as members of the powerhouse grievance negotiating committee, one member of which shall be appointed as chairman. Each committeeman, at the time of his appointment, shall have at least twelve (12) months service with the Company.
- 8.02 It is understood and agreed that committeemen, as well as other employees, have regular Company duties to perform. A committeeman, with the approval of the Chief Operating Engineer (which approval shall not be unreasonably withheld), shall be permitted during the regular working hours, without loss of time or pay, to leave his regular duties for a reasonable period to adjust or present grievances.
- 8.03 Notwithstanding his length of service, the committee chairman shall, in the event of a lay-off, be retained or returned to work when work he is able and willing to perform is available.
- 8.04 It is hereby agreed that representatives of the Union may enter the powerhouse for the purpose of discussing matters pertaining to this Agreement with the powerhouse committee, provided permission to do so is obtained from the Chief Operating Engineer,

General Manager, and People Manager.

SECTION 9 - GRIEVANCE PROCEDURE

All grievances shall be dealt with and disposed of as hereinafter provided.

- 9.01 No employee (union representative in the case of a policy grievance) will lodge a formal grievance until the employee (union representative) and their immediate Manager have met and fully discussed the issue in an effort to resolve the matter.
- 9.02 Failing a resolve at the preceding informal stage, an employee and/or the Union may lodge a formal grievance in writing to the Department Manager not later than five (5) working days from the time that the alleged violation of the Collective Agreement took place. The Department Manager will arrange a grievance meeting, which will include the employee, appropriate Union representative and other individuals deemed necessary by the parties, as soon as reasonably possible to hear the circumstances surrounding the grievance. The Department Manager will issue a formal decision on the matter in writing, not later than seven (7) working days from the date of the grievance meeting.
- 9.03 Any employee (or Union Representative in the case of a policy grievance) not satisfied with the decision of the Department Manager may, within five (5) working days, appeal this decision in writing to the General Manager. The General Manager (or his designate) will arrange a grievance meeting with the appropriate individuals to hear the grievance, as soon as is reasonably possible upon receipt of an appeal. The General Manager will issue a formal decision on the matter in writing not later than seven (7) working days from the grievance meeting.
- 9.04 If the General Manager's (or his designate's) formal response fails to resolve the grievance, the Union on behalf of the employee may, within five (5) working days from receipt of the formal response, appeal this decision in writing to the People Department, requesting the matter be referred to Arbitration for resolution.
- 9.05 In the event a grievance has been referred to arbitration, the parties agree to expeditiously identify a mutually acceptable arbitrator to hear the case and render a decision. Failing an agreement on a mutually acceptable arbitrator, the parties will make application to the Minister of Labour, and request the appointment of an Arbitrator to hear and resolve the matter in dispute.
- 9.06 The Arbitrator shall not have authority to alter or change any of the provisions of this Agreement, or to substitute new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by the Agreement.
- 9.07 The decision of the Arbitrator shall be final and binding on both parties to this Agreement.
- 9.08 The parties agree that the costs associated with arbitration hearing (i.e.arbitrator fees, expenses, etc.) shall be equally shared. This does not include the costs associated with

the other party's lawyers, witnesses, etc.

- 9.09 Both parties agree to dispose of grievances in the foregoing procedure as speedily and effectively as possible.
- 9.10 During the processing of any grievance and after the decision has been handed down by the Arbitrator, the Union agrees that it will not cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Company's operations, nor will the Union cause or permit its members to cause any curtailment of work, or restrictions, or interference of production of the Company's operation.
- 9.11 During the processing of any grievance and following the decision of the Arbitrator, the Company will not cause or sanction a lockout of any of its employees.
- 9.12 If there is a grievance of such a nature that it cannot appropriately be stated as the grievance of a single employee or a group of employees, but deals rather with general questions of interpretation or application of the Agreement, it may be put forward as a policy grievance by the Union, and will be discussed at the several steps indicated above and taken to arbitration if necessary.

SECTION 10 - VACATIONS

- 10.01 As of May 1st in each year vacation leave will be established for all present employees in the bargaining unit according to the following scale. These entitlements shall be converted into an hourly equivalent for purposes of Shift Engineers employed on the 12 hour shift schedule.
 - a. As of May 1st in each year, new employees who have completed six (6) months of continuous service in the previous twelve (12) months shall be entitled to one (1) weeks vacation with pay and shall have the option of additional vacation with pay in proportion to his service over six (6) months but less than twelve (12) months at the rate of 1/52nd of a week's pay for each completed week of service, or cash in lieu thereof.
 - b. Employees who have one (1) year or more of seniority as of May 1st -- two (2) weeks.
 - c. Employees who have three (3) or more years of seniority as of May 1st -- three (3) weeks.
 - d. Employees who have eight (8) or more years of seniority as of May 1st -- four (4) weeks.
 - e. Employees who have fifteen (15) or more years of seniority as of May 1st -- five (5) weeks.
 - f. Employees who have twenty (20) or more years of seniority as of May 1st -- six (6)

weeks.

- g.** Employees who have twenty-five (25) or more years of seniority as of May 1st -- seven (7) weeks.
- h.** Employees who would not be entitled to their 4th, 5th, 6th or 7th week of vacation because of the May 1st eligibility date, shall be eligible following their 8th, 15th, 20th and 25th anniversary of employment within the calendar year.

10.02 As of May 1st in each year, employees who have been in the employ of the Company for a period of twelve (12) months or more, but who have lost more than fifty (50) working days during the twelve (12) month period preceding May 1st for any reason other than illness, verified to the satisfaction of the Company may, at the employee's option, be given two (2) weeks summer vacation with pay amounting to 4% of his normal rate for the period worked during the twelve (12) month period preceding May 1st, provided that such earnings are not greater than a normal year's earnings, or the employee may elect to work for all or part of such summer vacation time, but shall still be entitled to receive 4% of his normal rate for the period worked as vacation payment.

10.03 Vacations shall be taken by seniority in each classification regardless of shift. Work schedules will be arranged in order that an employee will have sixteen (16) consecutive days when he takes his annual vacation. Normal vacations with pay to be taken in the period from June 1st to September 15th.

For Shift Engineers entitled to more than three (3) weeks vacation, work schedules will be arranged so that annual vacation will be taken in 2 week blocks, and this will be achieved by scheduling the employee for sixteen (16) consecutive days off. The remainder of any vacation entitlement will be taken off in one-week blocks or greater where possible, having regard to the number of hours remaining as unused vacation entitlement.

Employees with 3 weeks or less of vacation entitlement will be allowed to take vacation in one-week blocks.

Vacation utilization for Shift Engineers on the 12 hour schedule will be redeemed as twelve (12) hours per shift missed due to vacation.

10.04 Additional weeks of vacation for employees with three (3) or more years of service shall be taken outside the regular summer vacation period and at the discretion of the Chief Operating Engineer.

10.05 It is understood that, at the sole discretion of the Chief Operating Engineer an employee may take his vacation at a time other than specified in this Agreement.

Vacation time of less than one week may be taken as follows:

Maintenance Engineers - in single day increments
Shift Engineers - in blocks of consecutive shifts (ie. 2 or 3 shifts) as would be scheduled for the week in question

Shift Engineers may take up to 3 days (36 hours) as single day vacations. This will be approved at the sole discretion of the Chief Operating Engineer, and done on a first come, first served basis.

Order of priority for such requests will be Regular Vacation and Single Days.

The taking of vacation in less than one week increments described above shall be contingent on the following:

- (i) requests for such vacation shall be made not later than the time by which the schedule for the following week is required to be posted; and
- (ii) the cost to the Company for the employee who replaces the employee on vacation shall not be greater than if no vacation was taken by such employee

10.06 Vacation time is not cumulative and earned vacation must be taken between May 1 and April 30 each vacation year.

In the event that an employee has not scheduled any remaining vacation time by March 1st in any given year, the Chief Operating Engineer shall schedule the remaining vacation time to be taken by the employee.

10.07 It is also understood that an employee entitled to more than two (2) weeks vacation may take his total vacation consecutively, provided that they are previous to or following the dates of the vacation period and such arrangements are approved by the Chief Operating Engineer.

Effective January 1, 2007, in addition to the normal vacation pay provided above, a vacation bonus of 15% of each seniority employee's normal vacation pay will be paid shortly after May 1st of each year.

New employees hired after July 1, 2018 will not be covered under this Article.

10.08 For each week of vacation leave an employee will receive forty (40) hours pay at his current hourly wage rate based on straight time.

VACATION PAYMENTS ON TERMINATION

10.09 All terminations shall be handled on the following basis:

- a. Employees who have received their vacations earned as of May 1st prior to termination shall receive pro-rata payment of 4%, 6%, 8%, 10%, 12% or 14% as applicable of earnings exclusive of vacation pay and bonus previously paid from May

1st to date of termination.

- b.** Employees who had not received their earned vacation as of May 1st prior to termination shall receive their regular vacation pay in addition to a pro-rata payment of 4%, 6%, 8%, 10%, 12% or 14% as applicable of earnings exclusive of vacation pay and bonus previously paid from May 1st.
- c.** Temporary employees shall be entitled only to vacation pay in accordance with provisions of Part VII of the Employment Standards Act.
- d.** On termination, an employee will receive any vacation bonus to which he is entitled.

SECTION 11 - PLANT HOLIDAY SCHEDULE

11.01 All employees in the bargaining unit shall receive eight (8) hours pay for each Plant Holiday, as noted below.

	2019	2020	2021	2022
Family 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	Fri Jul 3	Fri Jul 2	Fri Jul 1
Civic Holiday	Mon Aug 5	Mon Aug 3	Mon Aug 2	Mon Aug 1
Labour Day	Mon Sep 2	Mon Sep 7	Mon Sep 6	Mon Sep 5
Thanksgiving Day	Mon Oct 14	Mon Oct 12	Mon Oct 11	Mon Oct 10
Christmas Day	Wed Dec 25	Fri Dec 25	Fri Dec 24	Mon Dec 26
Boxing Day	Thu Dec 26	Thu Dec 24	Thu Dec 23	Tues Dec 27
New Year's Day	Wed Jan 1 2020	Fri Jan 1 2021	Fri Dec 31 2021	Mon Jan 2 2023
January 2 nd	Thurs Jan 2 2020	Thu Dec 31 2020	Thu Dec 30 2021	Tues Jan 3 2023

	2023	2024	2025
Family Day	TBD		
Good Friday			
Easter Monday			
Victoria Day			
Canada Day			
Civic Holiday			
Labour Day			
Thanksgiving Day			
Christmas Day			
Boxing Day			
New Year's Day			
January 2 nd			

Note: Plant Holidays for 2023, 2024 and 2025 will be the set as the same as what is set for Local 1 (with a guarantee in no reduction in the number of Plant Holidays for Local 50).

11.02 Probationary employees who have worked sixty (60) days for the Company will receive a regular day's pay for each of the holidays listed in this Agreement provided they are at work their last scheduled shift prior to the holiday and first scheduled shift following the holiday.

Probationary employees who have not yet worked sixty (60) days will receive payment for the Plant holidays in accordance with the provisions of the Employment Standards Act (E.S.A.).

SECTION 12 - WAGE RATES & CLASSIFICATIONS

12.01 Employees covered by this agreement shall be paid the base hourly rates indicated below:

Position	Jan. 1 2019	Jan. 1 2020	Jan. 1 2021	Jan. 1 2022	Jan. 1 2023	Jan 1. 2024	Jan 1. 2025
Shift Engineer	\$38,90	\$39,39	\$39,68	\$40,08	\$40,48	\$40,96	\$41,38
Maintenance Engineer 4th class	\$30,29	\$30,29	\$30,60	\$30,90	\$31,21	\$31,52	\$31,52
Maintenance Engineer 3th class	\$32,07	\$32,07	\$32,39	\$32,72	\$33,05	\$33,38	\$33,38
Maintenance Engineer 2rd Class - 0-12 months*	\$33,86	\$33,86	\$34,19	\$34,54	\$34,88	\$35,23	\$35,23
Maintenance Engineer 2nd Class -12+ months	\$35,64	\$35,64	\$35,99	\$36,35	\$36,72	\$37,08	\$37,08
Trainee/Seasonal	\$21,20	\$21,20	\$21,20	\$21,20	\$21,20	\$21,20	\$21,20

* Wage for Maintenance Engineer 2nd Class – 0-12 months will be based on hiring date.

** A lump sum payment of \$1000 will be paid to the Shift Engineers and Maintenance Engineers employed as of January 1st 2019. The payment will be deposited on the first pay of January 2019.

VARIABLE COMPENSATION

Principles for the Variable Compensation Program:

This plan applies to full-time, active seniority employees only.

The performance bonus will be calculated based on the base hourly rate multiplied by the active hours worked to a maximum 2080 hours in a calendar year. For greater clarity, active hours worked does not include hours lost due to layoff, WI, WSIB, LTD, sickness, or leave of absence.

Payout will be made in the form of a one-time annual lump sum coincident with payment of the salaried employee performance bonus which is presently paid in April of the following year and will be subject to normal statutory deductions.

This variable component will not be included in the base hourly rate for any calculation.

The annual amount of the percentage bonus opportunity will be as follows:

Year starting January 1, 2019 Up to 8%

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 hours worked
(including vacation) within the calendar year
- (d) Layoff/closure pro-rated based on hours worked within the
calendar year

How the calculation works:

Management will determine a list of common targets in each calendar year.

Each target will be weighted with the sum of all targets equal to 100%.

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

The sum of the achieved targets will determine the overall percentage achievement for the Powerhouse Department.

The bonus will be calculated as follows:

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

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

12.02 Maintenance responsibilities will become a regular duty of both 2nd and 3rd class operating Engineers and there will be no premium paid on the base rate for the performance of such duties.

12.03 Employees employed at higher rated jobs shall be paid such higher rate for all hours worked.

12.04 If an employee requests a transfer to a lower rated job because of personal preference, he will, if the transfer is made, be paid at the lower rate.

- 12.05 If any employee is transferred on the initiative of the Chief Operating Engineer (and not because of a request of the employee) for the efficiency of the department, for his own good, or because of undisputed disability, he will be paid at the lower rate unless the employee has had at least seven (7) years service, with at least one (1) year continuous employment at the higher rate and in such a case the employee will retain his rate until such time as the job rate exceeds the rate being paid. Thereafter, the employee will be paid the contract rate for the job.
- 12.06 When an employee is assigned to carry out the duties of the Chief Operating Engineer as a result of an absence caused by his annual vacation, a prolonged illness, or other reason, such employee shall be paid at a rate which is 10% higher than the Shift Engineer rate while carrying out such duties. Such rates shall apply for all hours worked during the period. The duties of the employee who replaces the Chief Operating Engineer will include responsibilities from his regular classification and specified duties as the Acting Chief.
- 12.07 If, as a result of changes in legislation, it becomes possible to have work presently in the bargaining unit performed by utilizing employees with lesser grades of certificates than those which are now required then any employee whose job assignment is down graded to a lower classification will retain the rate applicable at the date of change in classification and will not receive any increases in his personal rate until such time as the job rate for his new assignment exceeds the personal rate being paid.

SECTION 13 - HOURS OF WORK/SCHEDULING

- 13.01 The Company agrees to post a tentative work schedule annually for the year. However, weekly changes to such schedule may be made by the Company until 5:00 p.m. on Wednesday of the week prior to the week in which the change is to take effect. If Company initiated changes to the regular schedule are made following the Wednesday 5:00 p.m. deadline, overtime rates will be paid for all hours worked during the first such changed shift in a week. Any changes to the final work schedule must be approved by the Chief Operating Engineer.
- 13.02 Maintenance engineers, who are defined as Engineers who work 8-hour shifts whether or not they are assigned to perform maintenance duties, will be scheduled to work an eight-hour (8) shift with the day shift start time to fall between 6:00am and 9:00am, the afternoon shift start time to fall between 9:01am and 4:59pm and the night shift start time to fall between 5:00pm and 5:59am. Maintenance engineers will regularly work forty (40) hours per week divided into five (5) eight (8) hour shifts.
- 13.03 The following outlines the terms and conditions of employment for employees who function as Shift Engineers required for coverage on a 24 hour, 7-day per week basis. These employees will be expected to perform 12-hour shifts and are hereafter referred to as "Shift Engineers".

13.04 For Shift engineers, “work day” will be defined as the twenty-four (24) hour period commencing at shift start. The “Day” shift will commence between the hours of 6:00am and 9:00am, and the “Night” shift will commence between 6:00pm and 9:00pm.

13.05 Should a Shift engineer on the 12-hour schedule experience total absenteeism at 10% or more above the department average, the Company reserves the right to transfer such employee off the 12 hour shift schedule. Such transfer will only be made after the employee has been given an opportunity to correct his/her attendance (meeting with the Chief Operating Engineer and the Steward) to improve to the department average.

If the resulting vacancy is not filled through the posting process, the junior Maintenance Engineer, if qualified, will be scheduled as a Shift Engineer.

13.06 Shift engineers will work 12-hour shifts and will rotate through the following schedule:

	”A” Shift	”D” Shift	”C” Shift	”B” Shift
MONDAY	Nights	Off	Days	Off
TUESDAY	Nights	Off	Days	Off
WEDNESDAY	Off	Days	Off	Nights
THURSDAY	Off	Days	Off	Nights
FRIDAY	Days	Off	Nights	Off
SATURDAY	Days	Off	Nights	Off
SUNDAY	Days	Off	Nights	Off

All Employees:

13.07 At the Company’s discretion, the Company may schedule employees to work an additional 1 hour per week. This right may be exercised during not more than 26 weeks each year. Where the Company schedules employees for an additional hour of work in a week, under no circumstances will overtime be paid for the additional scheduled hour worked in that week pursuant to this provision. The extra hour, when scheduled, will generally be used for training, education and/or communication.

13.08 So far as possible, the scheduling of shifts will be done so that each class of Engineer will share equitably the opportunities of having two (2) consecutive days off during the week and also the opportunities to have time off on as many as possible of the Plant Holidays observed by the plant outlined in Article 11.

13.09

- (a) The Company will provide the Union a minimum of three (3) months notice prior to effecting any change to the present staffing levels
- (b) The Union will be advised in advance of any technological improvements to be made in the London Brewery which will affect the staffing levels of the Operating Engineers
- (c) The Company agrees to discuss with the Union the re-deployment of Operating Engineers who are affected by changes to the staffing levels

13.10 When a Maintenance Engineer replaces an absent Shift Engineer, the following will

occur:

- (a) For all hours worked which fall outside of the replacement's scheduled hours, the replacement will be paid at the rate of time and one half his regular rate. This provision will only apply for the first replacement shift he works.
 - (b) A Maintenance Engineer who replaces an absent Shift Engineer will not take over the absent employee's days of rest until the start of the second week following the week in which he first replaces the absent Shift Engineer. Until such time, the Maintenance Engineer will retain Saturday and Sunday as his days of rest.
 - (c) Notwithstanding paragraph (b) above, where a Maintenance Engineer is scheduled in advance to replace an absent Shift Engineer for a period of at least two weeks, he will assume the schedule (including the days of rest) of the Shift Engineer who he is replacing.
 - (d) The Maintenance Engineer has the right to refuse the first night shift, or the end of a day shift (i.e. last four hours), as long as other suitable coverage can be arranged. It shall be in the sole discretion of the Chief Engineer to determine whether other suitable coverage can be arranged.
- 13.11 In the event that an employee is scheduled to work on the shift commencing at 4:00 p.m. until midnight he shall receive a shift bonus of \$.60 cents per hour. If he is scheduled to work on the shift commencing at midnight until 8:00 a.m. he shall receive a shift bonus of \$1.00 per hour. This shift premium shall not be deemed part of the regular rate of pay in the calculation of overtime, plant holiday, or vacation pay.

SECTION 14 – OVERTIME/PREMIUM TIME

- 14.01 In no case will overtime compensation or premiums be duplicated or pyramided. It is intended that a Shift Engineer on the 12-hour schedule shall not be able to enjoy terms and conditions of employment superior to those extended to Maintenance Engineers, except as specifically prescribed herein.
- 14.02 So far as is practicable, overtime will be distributed equally among members of each classification within the bargaining unit. If an employee is bypassed for an overtime opportunity for any reason, he will be given the next opportunity by order of low hours. No payment of any kind will be made for mistakes in overtime offered. Once a make-up opportunity has been offered, the Company will have satisfied its make-up obligation.
- 14.03 In a week in which one or more Plant Holidays occur, the work week will be reduced by eight (8) hours per Plant Holiday for the purpose of calculating overtime. When an employee works on a Plant Holiday, the work week will not be reduced for the purpose of calculating overtime. When a shift engineer work during a statutory holiday, 10 hours will be paid for the Stat holiday instead of 8 hours.

Maintenance Engineers

- 14.04 Any work performed by Maintenance engineers in excess of eight (8) hours per day shall

be paid at the rate of time and one-half the rates specified in Section 12.01 of this Agreement. Work performed by Maintenance engineers on Saturdays will be paid at the rate of time and one half. Work performed by Maintenance Engineers on Sundays or Plant Holidays will be paid at a rate of double time.

- 14.05 Maintenance engineers shall be paid a premium of \$0.60 for each hour worked on the afternoon shift and \$1.00 for each hour worked on the midnight shift. Maintenance engineers may receive shift premiums for weekend and afternoon/midnight shifts concurrently.
- 14.06 When a Maintenance engineer is called back to work after he has completed his shift and before the two (2) hour period preceding his next shift, the employee will be paid for the time worked at the appropriate overtime/premium rate, subject to a minimum payment of four (4) hours at such overtime/premium rate.

If called to report back to work within the two hour period preceding the start time of his next shift, the employee will be paid for such extra work at the appropriate overtime/premium rate with no minimum payment guaranteed.

Any premium hours paid for under this clause will not be used for calculating overtime adjustment in relation to daily or weekly hours worked.

- 14.07 Appropriate rates in Section 14.06 mean time and one half Monday to Saturday inclusive, double time on Sundays and Plant Holidays.

Shift Engineers

- 14.08 All regularly scheduled work performed by Shift Engineers Monday through Friday will be paid at straight time hourly rates. All work performed on Saturdays shall be paid at a rate of time and one-half, and all work performed on Sundays and Plant holidays will be paid at a rate of double time. Any work performed beyond 12 hours in a day, Monday through Sunday inclusive, with the exception of the 41st hour meeting as described in Section 13, shall be paid at a rate of double time.
- 14.09 Work performed on the first, third and fourth day of rest in a week shall be paid at a rate of time and a half. Where the first day of rest has been worked, any work performed on the second day of rest shall be paid at a rate of double time.
- 14.10 Shift Engineers shall be paid a premium of \$1.00 for each hour worked on the night shift. Shift engineers may receive shift premiums for weekend and afternoon/midnight shifts concurrently.
- 14.11 When a Shift engineer is called back to work after he has completed his shift and before the two (2) hour period preceding his next shift, the employee will be paid for the time worked at the appropriate overtime/premium rate, subject to a minimum payment of four (4) hours at such overtime/premium rate.

If called to report back to work within the two hour period preceding the start time of his next shift, the employee will be paid for such extra work at the appropriate overtime/premium rate with no minimum payment guaranteed.

Any premium hours paid for under this clause will not be used for calculating overtime adjustment in relation to daily or weekly hours worked.

- 14.12 Appropriate rates in Section 14.11 mean time and one half Monday to Saturday inclusive (notwithstanding section 14.09), double time on Sundays and Plant Holidays.
- 14.13 Should an Engineer be required to work a “night” shift when there is a scheduled change in official time (Daylight Savings Time), such Shift engineer shall receive eleven (11) hours paid for 11 hours work, at the appropriate rate for such shift, and thirteen (13) hours paid for 13 hours worked, with the 13th hour paid at the appropriate overtime rate.
- 14.14 Banking Overtime:
1. Max 40h accumulated at worked pay rate (2h @ x1.5 = 3h in the bank) per calendar year, unless the employee’s vacation entitlement is less than 5 weeks; then the max will be 80h.
 2. Banked vacations will be approved at the sole discretion of management.
 3. Employees will give notice to management of their intention to bank the OT when being polled for the OT shift to be banked. Payment of banked time off and banking of OT may require administrative duties by the employee doing the request.
 4. Time accumulated can be taken from May 1st to April 30th of the following year.
 5. Any unused banked OT will be paid at the worked rate by April 30th of the following year.
 6. Requests for banked time off can only be made once the time has been fully accumulated.
 7. To qualify for this program, the employee needs to have scheduled all of his vacation entitlement for the vacation year.
 8. Employees may, at their discretion, request payment in cash for overtime hours banked.

SECTION 15 - LEAVE OF ABSENCE FOR UNION DUTY

- 15.01 The Company agrees to grant leave of absence for a period of not more than twenty-four (24) months, or for the balance of the duration of this Agreement, whichever is the longer, to any employee who has been elected or appointed as an official of the SEIU Local 2, if such duties require him to have leave of absence from his Company duties on a full-time basis.
- 15.02 In the event of an absence outlined in 15.01, the absent employee may be replaced, at the Company’s discretion, for the length of their absence (including pre-replacement training time) by an Operating Engineer Seasonal. This replacement will not be subject to the seasonal working periods defined in 6.01.
- 15.03 An employee on such leave of absence may be continued as an active member of the welfare plans upon payment of the premiums. Membership in the pension plan will continue up to a maximum of one (1) year after which benefits will be frozen. During

such leave of absence, the employee's seniority shall continue to accumulate as if he were regularly employed by the Company.

SECTION 16 - WELFARE PLAN

- 16.01 The Company will provide a welfare plan for its employees, the present particulars of which are set out elsewhere.
- 16.02 It is understood and agreed that if future legislation under the Ontario Health Insurance Commission results in a lower premium payment by the Company for medical, surgical and hospital coverage, that additional benefits included in this contract shall be recognized as full settlement of any refund or increase in wages to employees or pensioners the Company may have been required to make under such future legislation.

SECTION 17 - SICK PAY

- 17.01 On each January 1st, forty-eight (48) hours (*at the employee's straight time hourly rate*) will be credited to a sick leave bank or any personal emergency leave for each permanent employee. These credits will be used to offset loss of pay for working days not covered by the insured Weekly Indemnity benefit. Any unused portion of the sick bank will be paid at the rate of one and one-quarter (1.25) times to the employee on the last payday before Christmas.
- 17.02 Sickness or disability resulting from an accident shall not in itself be cause for dismissal. Upon recovery, an employee who has been sick or disabled shall return to her/his former position provided he/she is capable of performing these duties. If unable to perform her/his regular duties, the Company will assign him to work which he/she is able to perform if such work can be provided.

To facilitate the early and safe return to work of an employee, the Company and the Union will follow the Return to Work Policy. It is understood that the Policy does form part of the collective agreement, however, it can be amended by mutual agreement of the Parties.

Employees are required to attend work as scheduled. When unable to attend, the employee must follow the call-in procedures as established within his department. He shall give the reason he is unable to attend work, date of his expected return if known, and the details as to where he can be contacted during his absence. An employee is required, if requested by the Company, to substantiate the reasons for any absence. An employee is required to advise the Company of any change in his expected date of return.

- 17.03 Notwithstanding Article 24.01, the first 15 days of WI payments in any year will be topped-up by the Company to a maximum of 8-hours total pay for each of the 15 such days for which he qualifies for Weekly Indemnity. In no case shall this result in an employee receiving more than 100% of a regular day's wages.

SECTION 18 - CHECK-OFF

18.01 The present voluntary check-off of Union dues by the Company will be continued.

SECTION 19 - MEAL ALLOWANCE

19.01 Employees who are required to work three (3) or more hours unscheduled overtime continuous with their regular shift, shall be granted a meal allowance of six (\$6.00) dollars. When a Shift Engineer is required to work 13 or more hours in a day, he will be granted the above meal allowance.

SECTION 20 - BEREAVEMENT LEAVE

20.01 Should a death occur in the immediate family, permanent employees will be granted three (3) working days leave of absence with pay in order to make funeral arrangements or to attend the funeral. Immediate family *is defined as* the employee's husband or wife, mother, father, sister, brother, child, mother-in-law, father-in-law, step-mother, step-father, step-children grandparents, or grandchild. One day leave of absence will be granted for attending the funeral or make funeral arrangements *of an employee's* aunt, uncle, brother-in-law, or sister-in-law. Leave to attend the funeral of a non-relative may also be granted, but without pay.

20.02 For Shift Engineers, the eligible leave period for bereavement pay shall be considered to start on the calendar day immediately following the date of death and shall be a total of three (3) consecutive calendar days.

A Shift Engineer shall be compensated for up to thirty-six (36) hours (on the basis of the appropriate pay rate for work days missed) for shifts missed during the leave period described above.

SECTION 21 - JURY DUTY

21.01 Should an employee be called for jury duty or subpoenaed as a crown witness, the Company will supplement his jury pay or witness pay to ensure that the employee will receive totally, monies equivalent to eight (8) hours of straight time pay at his regular wage rate for those days he would actually have been at work during his service as a jurymen or crown witness.

21.02 A Shift engineer on the 12-hour schedule shall have his Jury Duty pay supplemented to an amount equal to twelve (12) hours of straight time pay for those days he would actually have been at work during his service on a jury or as a crown witness.

SECTION 22 - GUARANTEED WAGE PLAN

22.01 The Guaranteed Wage Plan, which is a supplement to this Agreement, is intended to provide assistance for those employees who have four (4) or more years of seniority who

are laid-off as a result of the application of the foregoing lay-off clauses, and is not to be construed as authorization to alter existing practices. Employees hired after January 2012 will not be eligible to participate in the Guaranteed Wage Plan.

SECTION 23 - SEPARATION PAY

23.01 A regular employee shall be entitled to separation pay as set out in subsection 23.03 provided he has not been excluded by subsection 23.02 and provided he meets any of the following eligibility provisions:

- a. if he is terminated for a reason other than set out in subsection 23.02
- b. if he is laid off and on any date during his layoff the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) or normal full time hours provided he is not eligible for any Company of Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term disability Plans;
- c. in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months he may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;
- d. if he is ultimately designated for indefinite lay off as a result of a major technological change.

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

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

23.02 Notwithstanding subsection 23.01, an employee shall be excluded from separation pay eligibility if:

- a. he quits;
- b. he is terminated for just cause;
- c. where an employee loses his seniority;
- d. he has been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless:
 - (i) the direction or decree is the result of an illegal act committed by the

Company or one of its representatives, or

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

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

- a. one week's base earnings (computed on the basis of his hourly rate in effect as of time of layoff) multiplied by the number of his completed years of seniority (as used for vacation entitlement) as of the last day he actively worked in the Bargaining Unit, plus
- b. for employees classified as probationary or regular employees prior to March 21, 1988, an additional Three Hundred and Seventy-five Dollars (\$375.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. However, such eligible employee who 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 (\$750.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. If there is a permanent closure of a brewery the 15 year maximum is replaced with a 22 year maximum.

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

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

SECTION 24 - TERMINATION

24.01 It is mutually agreed that this Agreement shall remain in force and effect from the first day of January, 2019 to the 31st day of December, 2025.

24.02 Notice of any change in the Agreement must be furnished by the party desiring the change, in writing, not more than sixty (60) days, or less than thirty (30) days, prior to the

expiration of this Agreement and such notice shall specify the changes requested. In the event no notice is given, the Agreement shall remain in full force and effect for another twelve (12) months.

SECTION 25 - DUPLICATION OF BENEFITS

25.01 An employee shall not receive wages or other allowances such as holiday pay, vacation pay, weekly indemnity, long term disability, WSIB or other similar benefits from more than one source for the same day or part day, if such payments would amount to more than 100% of a regular day's pay.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

**SEUI Local 2.ON
BRANCH LOCAL 50**

**LABATT BREWERIES ONTARIO
DIVISION OF LABATT BREWING**

David Bridger

Alexandre Martel

Drew Jolliffe

Mario Page

Glenn Riggs

Jason Jayakody

SECTION 26 - COST OF LIVING ALLOWANCE

26.01 A Cost of Living Allowance in a lump sum payment will be paid to regular employees for all hours worked, including vacation and plant holidays [in each calendar year on the first pay period following publication of the December Consumer Price Index (1971=100)] on the basis of \$.01 per hour for each full .3 change in the CPI in the year calculated by subtracting the CPI (1971=100) for the month of December from the CPI for the month of December of the previous year after adding 4.5% to that previous year's December CPI index.

Commented [SD1]:

SECTION 27 - LETTERS OF UNDERSTANDING

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

APPENDIX “A”

GUARANTEED WAGE PLAN

AGREEMENT between Labatt Breweries Ontario, Division of Labatt Brewing Company Limited (London Brewery) and SEIU Local 2.ON, Branch Local #50.

WHEREAS the Company has entered into a Collective Agreement with the above named Union covering a bargaining unit in London.

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

NOW THEREFORE the parties agree to the continuation of the Guaranteed Wage Plan as hereinafter set forth with such continuation to become effective on the 1st day of September, 1991, or on any later date on which approval for continuation has been received from the Federal Government holding that:

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

Seniority employees hired, prior to January 2012, shall not be eligible to participate in this plan until September 1st of the year following the employee's attainment of four (4) years of seniority.

Employees hired after January 1, 2012 will not be eligible to participate in the Guaranteed Wage Plan.

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. picketing or other action by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by any of the Unions which were party to the Ontario Industry Memorandum of Agreement which led to the renewal of this Plan, or by any Local thereof or successor Unions thereto.
- c. Employees who have been terminated because of specific direction or decree from any Governmental authority which has the affect of curtailing any of the Company's operations; unless:
 - (i) The direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
 - (ii) The direction or decree purports to change the method of beer distribution or beer retailing within the Province of Ontario; or
- 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 a leave of absence without pay for a specific period in lieu of their lay-off. These employees will be deemed to have opted out of the Plan for such period.

4. DISQUALIFICATION FOR BENEFITS

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

- a. In which he has been on lay-off and has failed to apply for E.I. benefits, origin which he has been disqualified or disentitled from E.I. benefits by any reason other than serving a two (2) week waiting period.
- b. In which he has been on layoff and has failed to keep himself registered for employment with the Canada Manpower Centre in those cases where such registration is necessary to qualify for E.I. benefits or for reduction of E.I. waiting period.
- c. In which he has failed or refused to accept employment deemed suitable for him by the Employment Insurance Commission.

- d. In which he has failed to accept and report for any appropriate work assignment of at least one normal working day unless excused for reasonable cause.
- e. In which he is in receipt of a benefit provided by the Company's insured Weekly Indemnity or Long Term Disability Plans.
- f. After he has become entitled to receive any pension under the Company or Government Pension Plan.
- g. In respect of which he is qualified for compensation from the WSIB for any compensable accident or illness.

5. **DEFINITIONS**

For the purpose of this Plan:

"Wages" shall mean actual earnings for work performed and vacation pay, payment for any leave of absence with pay granted, e.g. jury duty, bereavement pay, payment for Plant 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 an 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 lay-off 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 lay-off 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 lay-off" 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 lay-off calculated by determining the product of items 1, 2, and 3 below and deducting from such product the amount of item 4.

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

7. **WELFARE BENEFITS DURING LAY-OFF**

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

8. **DURATION OF BENEFITS**

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

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

TABLE "A"

COMPLETED YEARS OF SENIORITY (*Determined as of the September 1st Immediately preceding their lay-off*)

MAXIMUM BENEFIT ENTITLEMENT

15 years or more	78 weeks of benefit
10 years or more	65 weeks of benefit
5 years or more	52 weeks of benefit
4 years or more	45 weeks of benefit
3 years or more	35 weeks of benefit

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

Each eligible employee's weeks of benefits shall be decreased by one week for each week in respect of which he is on lay-off and in receipt of benefits for more than thirty-two (32) hours; and by 4/5ths of one week for each week in which he is on lay-off and in receipt of benefits for more than twenty-four (24) hours; and by 3/5ths of one week for each week in which he is on lay-off 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 lay-off and in receipt of benefits for more than eight (8) hours; and by 1/5th of a week in which he is on lay-off 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 lay-off but was disqualified for any of the reasons set out in subsections (a), (b), (c) and (d) of Section 4.

9. DEDUCTIONS

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

10. APPLICATIONS

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

APPENDIX "B"

GROUP INSURANCE PLANS

FROM JULY 22, 1996

LONDON OPERATING ENGINEERS

The Company's Group Insurance Plan provides substantial protection for you and your dependents through contracts underwritten by insurance companies. The description in this booklet 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 addition to 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 *Line Manager* or *Human Resources Department* can give you the information you need.

1. SCHEDULE OF INSURED BENEFITS FOR EMPLOYEES

	Life Insurance	Accidental Death & Dismemberment Insurance (AD&D)
August 1, 1996	\$42,500	\$42,500
January 1, 1997	\$46,000	\$46,000
January 1, 1998	\$49,500	\$49,500
January 1, 1999	\$53,000	\$53,000
January 1, 2000	\$56,500	\$56,500
January 1, 2001	\$60,000	\$60,000
August 1, 2002	\$75,000	\$75,000
January 1, 2009	\$80,000	\$80,000
January 1, 2011	\$85,000	\$85,000
January 1, 2013	\$90,000	\$90,000
January 1, 2016	\$95,000	\$95,000

NOTE: *Employees not actively at work on the above-named dates 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.*

For Employees and Dependents:

- ❑ Semi-private hospital benefit
- ❑ Major medical: \$10 deductible or \$20 family deductible
 - ❑ Dental care benefits at 90% for basic services to an annual maximum of \$1000 per person, 75% for restorative services and 50% for orthodontia to a combined lifetime maximum of \$7,000 per person effective August 1, 1996.
 - ❑ On January 1, 2020, dental care benefits at 80% for basic services to an annual maximum of \$1,000 per person, 50% for restorative services and 50% for orthodontia to a combined lifetime maximum of \$5,000 per person. Where an implant is the choice of treatment and a denture or bridge would produce professionally adequate results for the condition, the Employer will pay the cost of the implant expense and any related services, at a cost equal to the least expensive cost of a denture or bridge.
- ❑ Provide for nine (9) months of continuation of medical and dental drug plan coverage for dependants of deceased active employees.

These coverages are explained more fully in the following pages. The *Accidental Death and Dismemberment Insurance*, *Weekly Indemnity*, *Semi-Private Hospital*, *Major Medical* and *Dental Care Benefits* apply only to those accidents and sickness which are not covered by *WSIB* 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. However, notwithstanding any other provision in this Agreement, employees hired after January 1, 2012, are not covered by any of the benefits outlined in Appendix B from and after the effective date of their retirement. Also, employees who elect to retire after January 1, 2021 will cease to be eligible for post-retirement benefits coverage after reaching 65 years of age.

2. WHO MAY BE INSURED

You and your Eligible Dependents become insured on the successful completion of the probationary period as stated in the Collective Agreement.

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 (21) as long thereafter as the child is a full-time student attending an educational institution or on vacation therefrom. It is your responsibility to notify your *Human Resources Department* or *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 your 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.

WHAT HAPPENS WHEN I RETIRE?

When you retire in accordance with the provisions 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. **Special Early Retirement (before age 65)** - if you have attained the age of 60 and have 25 or more years of credited service under the terms of the Labatt Brewing Company 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.
- c. **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 Labatt Brewing Company 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.

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>% Payable</u>	<u>For Loss Of:</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.

WHAT HAPPENS WHEN I RETIRE?

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 WSIB, you will receive weekly indemnity benefits provided you are under the care of a licensed physician.

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 labour agreement, the amount of your weekly indemnity benefit from the effective date of such change will be 70% of the basic weekly rate to which you would be entitled if you were at work. Your weekly indemnity benefit payments will be reduced by the amount of any disability payments which you are eligible to receive from the Canada Pension Plan or any other government source.

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 if disability is 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.

WHAT HAPPENS WHEN I RETIRE?

Upon retirement or any other form of termination this benefit will cease to be applicable to you.

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 WSIB payments for a continuous period of 26 weeks.

During the first 78 weeks of LTD benefits, your benefit will be payable weekly at 66-2/3% of your basic weekly earnings rate in effect during that period. At the end of the first 78 weeks, your LTD benefit will be fixed at 66-2/3% of your basic weekly earnings rate in effect in the 78th week of the LTD benefit period and thereafter your LTD benefit will be payable in an equivalent monthly amount at the end of each month. For example, if your earnings rate in the 78th week is \$35.44 per hour:

- a. your weekly earnings rate is 40 x \$35.44 = \$1,417.60
- b. your weekly LTD benefit in the 78th week is 66-2/3% of \$1,082.80 = \$945.11
- c. thereafter your monthly LTD benefit is

$$4\text{-}1/3 \times \$721.79 = \$4092.33$$

Your LTD benefit payments will be reduced by any disability payments you are eligible to receive from the WSIB, 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 78 weeks of LTD benefits, be unable to perform a regular 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 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 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 benefit 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 \$4092.33 and you earn \$1,500 in rehabilitative employment:*

Monthly LTD benefit	\$4092.33
Subtract 75% of \$1,500	<u>\$1,125.00</u>
LTD benefit during rehabilitation	\$2967.33
Earnings from rehabilitative employment	<u>\$1,500.00</u>
Monthly income during rehabilitation	<u>\$4467.33</u>

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. Please refer to the Labatt Retirement Plan section of this booklet for a description of the pension credits which will accrue to you while you are disabled.

WHAT HAPPENS WHEN I RETIRE?

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, LTD or WSIB or similar benefits from more than one source for the same day or part day.

The only exception shall occur where an employee is in receipt of a WSIB partial disability pension for a totally unrelated condition to that which is the basis for the Weekly Indemnity or Long Term Disability claim.

7. SEMI-PRIVATE HOSPITAL BENEFIT

Your provincial health plan (OHIP) provides basic hospital benefits for you and your family but generally limits benefits for room charges to the amount payable for ward accommodation. Insured benefits are provided under the Company's plan for you and your covered dependents to supplement the provincial plan benefit and provide payment for room charges up to semi-private accommodation in a licensed hospital. If hospitalized in a private room the benefit will be limited to that which would have been paid for semi-private accommodation. These benefits apply in all confinements approved by a licensed physician except those covered by WSIB.

WHAT HAPPENS WHEN I RETIRE?

Your semi-private hospital insurance will be cancelled as of the date you retire or terminate service with the Company except that:

- a. If you are totally disabled when your insurance is cancelled, benefits will be extended for up to one year for expenses 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 dependent wife is pregnant on the date her insurance is cancelled, she will be entitled to semi-private hospital benefits up to the date of childbirth or termination of pregnancy as if the insurance were still in force.

8. MAJOR MEDICAL EXPENSE BENEFIT

Basic medical benefits are provided for you and your family under your provincial health plan (OHIP). The major medical expense benefit under the Company's group insurance plan provides benefits for you and your covered dependents for certain expenses not covered by the provincial hospital and medical plans. Expenses allowed under the major medical expense benefit are listed below.

Benefits are payable only if the services are recommended by a physician and if provincial legislation does not prohibit insurance of any such expense.

- π drugs and medicines (except over-the-counter drugs) dispensed on the written prescription of a physician. Reimbursement will be based on the cost of the generic equivalent of a prescription drug, if such an equivalent exists. You will receive full

reimbursement of a brand name drug only if a generic equivalent does not exist, or if your physician provides specific instructions prohibiting substitution.

- π private duty nursing by registered graduate nurses who are not ordinarily resident in your home and are not related to you or your dependents
- π hospital charges for other than room and board not paid by the provincial plan
- π oxygen and its administration
- π blood and blood plasma
- π rental of wheel chair, hospital bed or respirator/ventilator
- π splints, trusses, braces, crutches, casts
- π artificial limbs and eyes provided the loss of the natural limb or eye occurred while insured under this plan
- π services of duly qualified and licensed physiotherapists other than members of the insured's family
- π local ambulance services
- π emergency transportation by a licensed ground ambulance, including air ambulance, to and from the nearest hospital in which treatment can be provided (subject to one round trip per calendar year).
- π services of a licensed chiropractor or osteopath when operating in their recognized field of expertise (eligible only after provincial plan maximum has been reached).
- π services provided by the following: Acupuncturist, Podiatrist, Homeopath, Massage Therapist, Naturopath, Psychologist, Speech Therapist. All practitioner services are reimbursable only after any applicable provincial plan maximum has been reached and subject to a total annual maximum benefit of \$500 for such services.
- π frames, lenses and the fitting of any type of prescription glasses (*including contact lenses*), when prescribed by a physician or optometrist up to a total payment of \$250.00 every twenty-four (24) months for each eligible insured person, and \$250.00 every twelve months for dependent children under the age of eighteen (18) years.
- π Laser surgery once in a lifetime for employees only with an optometrist's recommendation. Maximum reimbursement is \$1,000.
- π As of January 1, 2018, eye exam reimbursement will be made every twenty four (24) months at 70% of receipted costs.

You are required to pay the first \$10 of expenses incurred in each calendar year. This is known as the "deductible" and is applied to each insured person, employee or dependent, except that the total deductible for all members of your family will not be more than \$20 in each calendar year. If expenses which are included in the deductible occur within the last three months of the calendar year the same expenses may be applied against the deductible for the next calendar year. If two or more insured members of your family are injured in a common accident only one deductible will be applied against their resulting combined expenses incurred in any one calendar year.

The amount of benefit payable is determined as follows:

- a. the charges are totaled for all allowable expenses incurred by the employee or dependent during the calendar year
- b. from this total the deductible is subtracted
- c. the major medical expense benefit then pays 100% of the remainder. As of January 1, 2018, the major medical expense benefit pays at 90% of the remainder and as of January 1, 2020, the major medical expense benefit pays at 80% of the remainder

The major medical expense benefit does not cover periodic health check-ups and examinations, dental services, travel for health, expenses resulting from an act of war, charges for hospital room and board, hospital and medical expenses for services covered by the provincial plan, expenses for injury or illness covered by Worker's Compensation Act, or any service for which an employee or dependent does not have to pay.

WHAT HAPPENS WHEN I RETIRE?

If when you retire you are entitled to group life insurance as explained in Section 3, you and your eligible dependents will continue to be insured for the major medical expenses listed above, with the exception of vision care.

You will continue to be required to pay the first \$10 of expenses incurred in each calendar year as a "deductible" applied to each insured person with the total deductible for all members of your family not to exceed \$20 in each calendar year. You will then be reimbursed for 80% of any eligible expenses incurred after the date of your retirement in excess of the deductible. The maximum total amount payable for expenses incurred after your date of retirement is \$20,000 for each individual member of your family.

If you terminate service and do not qualify for retired benefits your major medical insurance will be cancelled as of the date on which your service is terminated, except that the following extended benefits are provided:

- a. if you are totally disabled when your insurance is cancelled, major medical 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 the hospital

- c. if a dependent wife is pregnant on the date her insurance is cancelled, benefits will be payable for treatment as a result of that pregnancy.

9. 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 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:

- a. **Basic Services** - examinations and cleaning of teeth (once in any **six**-month period), fillings, fluoride treatment for dependants under 18 years old or if medically required and other necessary treatment for the relief of dental pain.
- b. **Restorative Services** - crowns and inlays, bridge work, dentures, root canal therapy (endodontics), and the treatment of tissues and bones supporting the teeth (periodontics).
- c. **Orthodontia – extractions**, proper fitting of natural teeth and prevention or correction of irregularities of the teeth. In addition, extractions shall be treated as an orthodontic procedure for purposes of reimbursement.

You will be reimbursed for 90% of the cost of eligible Basic Services incurred by you or your eligible dependents up to a maximum for each insured person of \$1000 in a calendar year. After January 1, 2012 you will also be reimbursed for 50% of the cost of Restorative Services and 50% of the cost of Orthodontia to a lifetime maximum benefit of \$7,000 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 \$7,000. At no time will the maximum exceed the original amount.

After January 1, 2020, you will be reimbursed for 80% of the cost of eligible Basic Services incurred by you or your eligible dependents up to a maximum for each insured person of \$1000 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 lifetime maximum benefit of \$5,000 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 \$7,000. 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 Fee Schedule 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 that 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, WSIB or government plans, 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.

WHAT HAPPENS WHEN I RETIRE?

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.

10. 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 Health Services Coordinator or Human Resources Department. When you have completed the employee's portion of the claim form you should have your physician or dentist complete his section. Then send the completed hospital, major medical or dental form to the insurance company and the completed weekly indemnity or LTD forms to the 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** - Claim 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* benefit payments.

- c. **SEMI-PRIVATE HOSPITAL BENEFIT** - Claim must be filed within 90 days of the date of hospitalization. Standard claim forms are available at all hospitals. Benefits will

be paid to you unless you complete the appropriate section of this form to assign benefits to the hospital.

- d. **MAJOR MEDICAL EXPENSE BENEFIT** - Claim must be submitted 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 date of termination of your insurance. Itemized bills and statements showing the patient's name, dates of service, prescription numbers for drug expenses and amount of the charges, must accompany the claim form verifying all such expenses including those which you have paid to satisfy the deductible. It is suggested that such claims not be submitted until the total bills exceed the deductible by at least \$10.

- e. **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 proposed dental work is \$500 or more, a Treatment Plan must be submitted to the insurer as explained in Section 9. You should have your dentist complete a claim form setting out details as to the proposed treatment and the cost and send this form to the insurance company for their review. 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.

CO-ORDINATION OF BENEFITS

The parties agree to be bound by the carrier's rules with respect to coordination of benefits. Within two (2) months of ratification all employees shall complete the necessary forms to enable the carrier to implement this process. Failure to complete the necessary forms shall result in postponement of payment of any benefit claims submitted until such times as the forms are satisfactorily completed.

PROVINCIAL HOSPITAL AND MEDICAL PLANS

The provincial health plan (*OHIP*) provides basic health benefits for you and your eligible dependents . *OHIP* provides benefits for standard ward care, medical services such as doctor's calls at office, hospital and home, surgical procedures, administration of anesthetics, diagnostic procedures and x-rays, chiropractic and osteopathic treatments,* chiropodistic* and podiatric treatments* (**limited to annual dollar maximum*), eye tests and specified dental

procedures, as stipulated by government regulations. The Company pays the required payroll tax for the financing of the provincial health plan. All employees will be covered for benefits, provided you apply for coverage for yourself and your dependents through the local Ministry of Health Office.

The major medical benefit 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.

APPENDIX “C”

**LABATT RETIREMENT PLAN
FOR
LONDON OPERATING ENGINEERS**

JANUARY 1, 1996

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LABATT RETIREMENT PLAN

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LABATT RETIREMENT PLAN FOR OPERATING ENGINEERS LONDON PLANT

SECTION 1 – COVERING EMPLOYEES HIRED PRIOR TO JANUARY 1, 2007

This section of the booklet is a summary of the main features of the Labatt Brewing Company Limited Retirement Plan for Wage Employees as amended with respect to Operating Engineers employed by Labatt Brewing Company Limited in London, Ontario, who are active members of the Plan on and after January 1, 1996. A complete description of the Plan which is the governing document is available for reference at your Human Resources Office. If you have any questions do not hesitate to seek the answers from your Manager or Human Resources staff.

Statutory benefits from government plans such as the Canada Pension Plan (C.P.P.) and the pensions under the Old Age Security Act (O.A.S.) are in addition to the benefits provided by the Labatt Retirement Plan (L.R.P.).

1. ELIGIBILITY FOR MEMBERSHIP

A new employee becomes a member of the Plan on the successful completion of the probationary period as stated in the Collective Agreement and his seniority date will then be established as his date of employment for purposes of the Plan.

You will be advised when you are eligible and are enrolled as a member and you will be asked to submit proof of your age.

2. CONTRIBUTIONS

You are not required to make any contributions to the Plan in respect of your service on or after January 1, 1974 and prior to January 1, 2014. If you were a member of the Plan before January 1, 1974, any contributions that you have made remain to your credit in the Plan and will be applied to provide benefits in respect of your service before January 1, 1974. On and after January 1, 2014, members of the Plan are required to make contributions at the rate of 1% of base hourly rates, provided that a member shall not be required or permitted to make contributions in respect of any hours in excess of 2080 in a calendar year. The contribution rate shall be increased according to the following schedule:

- 2% of base hourly rates, effective January 1, 2016;
- 3% of base hourly rates, effective January 1, 2018;
- 5% of base hourly rates, effective January 1, 2021;
- 6% of base hourly rates, effective January 1, 2022;

The Company contributes whatever additional amounts that, when together with the contributions made by members, the Plan actuary determines are necessary to fund the Plan in accordance with applicable legislation.

3. NORMAL RETIREMENT DATE

Normal retirement is at age 65. Your pension commences as of the first of the month coincident with or immediately following your 65th birthday.

4. SERVICE AND CREDITED SERVICE

Your service to qualify for certain benefits under the Plan is the total number of years from your date of employment as established under the Plan to the date on which you retire, die or terminate service.

The number of years of your “credited” service determines the amount of basic pension you are entitled to receive. Credited service is calculated as shown below:

- a. From January 1, 1980 you receive a credit of one year for 52 weeks of work in a calendar year, excluding any period before becoming eligible for membership, or a pro-rated partial year of credit for less than 52 weeks. If you are absent due to disability you will receive service and pension credits, determined as if you were at work, for any periods that you are totally disabled and receive weekly indemnity or long term disability insurance benefits.
- b. If you were a member of the Plan at December 31, 1979 your credited service for the period to December 31, 1979 has been determined in accordance with the terms of the Plan in effect on that date.
- c. For the purposes of paragraph a. above, the member’s annualized gross employment earnings (exclusive of taxable benefits and variable compensation, if any) for credited service accrued after 2015 shall not, subject to applicable legislation, be less than the following:
 - for each member hired before 1996, the member’s gross employment earnings (exclusive of taxable benefits and variable compensation, if any) for 2000; and
 - for each member hired after 1995, the member’s gross employment earnings (exclusive of taxable benefits and variable compensation, if any) for 2003.

5. CALCULATIONS OF BASIC PENSION CREDIT

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

- a. The monthly pension with respect to credited service accrued from January 1, 1996 is one-twelfth (*1/12*) of 1.35% of the member’s annualized gross employment earnings (exclusive of taxable benefits and variable compensation, if any) multiplied by the member’s credited service for the year.
- b. The monthly pension with respect to credited service accrued to December 31, 1995 shall be increased by the amount necessary to equal one twelfth (*1/12*) of 1.3 % of the member’s annualized gross employment earnings (exclusive of taxable benefits and variable compensation, if any) in 1995 multiplied by the member’s credited service at December 31, 1995.

6. AMOUNT OF NORMAL RETIREMENT PENSION

When you retire at your normal retirement date (age 65) you will receive a monthly pension from the Plan in an amount equal to the sum of your basic pension credits determined as explained in Section 5. In addition, you will receive any pension that is payable to you under a previous plan (see Section 15) and any statutory pension (such as C.P.P. and O.A.S.) which is payable to you under government plans.

7. SPECIAL EARLY RETIREMENT

If you retire after having attained the age of 60 with at least 25 years of credited service you are entitled to an immediate accrued pension equal to the amount of accrued pension to your credit for service to your date of early retirement. This pension is not reduced because you retire early.

A monthly bridge benefit in the amount of \$25 monthly for each year of credited service accrued to your date of retirement up to a maximum of 30 years. The bridge benefit will cease at your normal retirement date.

8. 85 POINT RETIREMENT

If you retire on or after January 1, 1996 after reaching age 55, and if your age plus years of credited service total 85 or more (but prior to having qualified for Special Early Retirement) you are entitled to unreduced pension.

9. OTHER EARLY RETIREMENT BEFORE AGE 65

At any time after you are age 55 you may request early retirement and elect to draw your pension.

If you retire early but do not qualify for other forms of retirement:

- a. The amount of basic pension to your credit for service to your date of early retirement will be reduced by 1/3% for each month, or 4%, for each year you are under age 65 when your pension commences.
- b. The bridge benefit referred to in Section 7 will not be payable.

You may elect to have your pension from the Plan integrated with part or all of your expected statutory pension in order to provide a more level income after retirement. Under this option you would receive an actuarially increased amount of pension under the Plan until you first become eligible for statutory pension but your pension from the Plan thereafter would be payable in a reduced amount.

10. DISABILITY RETIREMENT (before age 65)

If you become partially disabled and you do not qualify for benefits you may qualify for Disability Retirement. Retirement under this provision requires that:

- a. you are at least age 50 and have completed 10 years of service, and
- b. you are medically certified to be partially disabled and thereby prevented from performing any work available with the Company, and
- c. it is mutually agreed by you and by the Company that you be retired under the Disability Retirement provision.

On retirement under the disability provision you are entitled to an immediate unreduced pension equal to the amount of basic pension to your credit for service to your date of disability retirement. In addition, until you qualify for the earlier of receipt of C.P.P. disability benefits of the attainment of age 65, you will receive a monthly disability supplement equal of \$14.00 multiplied by the number of years of credited service up to 30 years.

11. DEATH AFTER RETIREMENT: JOINT AND SURVIVOR PENSION

Your basic pension is payable for as long as you live and guarantees that should you die before 60 monthly payments have been received, the monthly payments will continue to your beneficiary until a total of 60 monthly payments have been made. Any bridge benefit or disability supplement payable will stop at your death.

A Plan member with an eligible spouse who takes Normal, Special, Early, 85 Point, Disability, or Other Early Retirement on or after January 1, 1996, shall receive a joint and survivor pension, unless the member delivers to the Plan Administrator (through your Human Resources Office) a written waiver of such entitlement in the prescribed form within the 12 month period immediately preceding the commencement of the payment of the pension benefit.

Unless the joint and survivor pension is waived, your accrued basic pension and lifetime supplement, if any, shall be reduced by 10% during your lifetime. Effective for retirements on and after January 1, 2002, this 10% reduction has been revised as follows:

- (a) If you are first employed after 2001 (i.e. if all your credited service was accrued in respect of periods of employment after 2001), the reduction does not apply to you, subject to an actuarial reduction if your spouse is more than 10 years younger than yourself.
- (b) If you have credited service which was accrued in respect of periods of employment prior to 2002, the reduction will be calculated as 10% multiplied by the ratio of A to B, where:

A = 25 minus the lesser of your credited service accrued in respect of employment after December 31, 2001 and 25 years; and

B = 25 years,

subject to a further actuarial reduction if your spouse is more than 10 years younger than yourself.

Upon your death, your eligible surviving spouse shall receive a pension of 60% of your reduced accrued basic pension.

At retirement you may elect other optional forms of pension. These are:

- 1) payable for your lifetime but guaranteed for 10 years
- 2) payable for your lifetime, with 100% of your pension continuing to your spouse upon your death.

The amount of any optional form of pension will be the actuarial equivalent of the amount of your basic pension. Before you retire you should consult your Human Resources Department to obtain further details regarding the options available to you.

12. DEATH BEFORE RETIREMENT

If you should die while in the service of the Company and after you have attained age 55, or after your attained age and your number of years total at least 75, your eligible surviving spouse (see Section 16) will receive a pension for their remaining lifetime. Their pension will be equal to 50% of the amount of basic pension accrued to your date of death, but will be subject to a reduction if your spouse is more than 10 years younger than you.

If you die before your pension commences and your spouse is not entitled to a pension as explained in the preceding paragraph, any contributions you have made with interest to your date of death plus the value of your vested pension earned after January 1, 1987, will be paid to the beneficiary you have named, or failing such, to your estate. You may change your beneficiary from time to time as permitted by law by completing a form that is available from you Human Resources Department.

13. IF YOU LEAVE THE COMPANY

If your service is terminated (other than retirement or death) you will be entitled to a monthly pension at age 65 equal to the amount of pension that can be provided by your own contributions, if any, and the “vested” portion of the pension provided by the Company’s contributions made on your behalf. The right to a deferred pension paid for by the Company is “vested” in the employee on a graduated scale basis as shown in the following table:

<u>Completed Years of Service</u>	<u>Vested Percentage</u>
Under 5 years	Nil
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 or more	100%

Vesting as set out above automatically applies with respect to the non-contributory part of the

Plan, except for benefits earned after 1986 that are “vested” after 2 years of credited service. The above graduated scale also extends to benefits provided by Company contributions under the contributory part of the Plan but only if you leave your contributions in the Plan.

When you terminate service you may elect to withdraw your contributions from the Plan plus interest to your date of termination in which case you forfeit any pension under the contributory part of the Plan. Any such withdrawals, however, are restricted by government legislation. When any contributions are “locked-in” by law, you will receive at age 65 any pension in respect of such contributions including 100% vesting. You may, of course, elect to withdraw those contributions made prior to the lock-in date and forfeit any contributory pension to your credit for service to the lock-in date.

14. ESCALATION OF PENSION AFTER RETIREMENT

Effective January 1, 1988, any spousal pension payable on or after that date may be increased, as determined in accordance with the Plan, on service accrued by the deceased member prior to 2017. The first increase, if any, shall be made effective January 1st following the member’s date of death. For certainty, no increase shall apply in respect of member service accrued after 2016.

15. OTHER INFORMATION

(A) Annual Statement - You will receive a statement following each calendar year end showing the amount of benefits to your credit under the Plan.

(b) Benefits Not Assignable - The benefits provided under the Plan are not assignable except as specifically provided with respect to death benefits, nor may you borrow against them any time. Similarly, except as specifically provided at termination of service or in connection with death, no benefit can be surrendered.

(c) Eligible Surviving Spouse - Your spouse is eligible for a surviving’s spouse pension under Section 11 or 12 provided you have been married for at least one year before your death. Under certain circumstances a common-law spouse may qualify and the Human Resources Department will answer your questions in this respect.

(d) Income Tax - All pension payments received from the Labatt Retirement Plan are considered as income for tax purposes in the year in which received. Your C.P.P. and O.A.S. pensions must also be reported as taxable income when you file your annual tax return. Similarly, all monies received from the Plan in lump sum withdrawals or death benefits must be declared for tax purposes in the year in which received and are taxable unless such monies are transferred to a registered retirement savings plan.

16. GOVERNMENT PENSION PLANS

Statutory benefits from government plans such as the Canada Pension Plan (C.P.P.) and the pension under the Old Age Security Act (O.A.S.) are in addition to the benefits payable under the Labatt Retirement Plan.

Under current legislation your C.P.P. pension is payable when you reach age 65, or as early as age 60 on a reduced basis. The amount of your C.P.P. pension is dependent upon the amount of your earnings on which you have made C.P.P. contributions and the period during which you contributed. To illustrate, an employee who retires at age 65 in 2007 and who is entitled to

maximum benefits under the Canada Pension Plan receives a pension of \$863.75 per month (as of January 1, 2007) when he retires. After C.P.P. pension commences it is subject to adjustment depending upon increases in the Consumer Price Index.

Your O.A.S. pension is also payable from age 65 but if you take up residence outside Canada your O.A.S. pension may be discontinued unless you have been a Canadian resident for a prescribed number of years. If you plan to move out of Canada you should check into these requirements. The amount of O.A.S. pension is subject to quarterly adjustment upward if the Consumer Price Index increases. In January, 2007 the O.A.S. pension was \$491.93 per month.

Your spouse will also receive O.A.S. pension benefits payable from age 65 subject to the same residency requirement specified above.

You must apply to your local Canada Pension Plan Office to receive benefits from the Canada Pension Plan and Old Age Security. Applications should be filed 6 months in advance of your retirement date to ensure prompt commencement of your benefits. As well as retirement pension, the Canada Pension Plan provides certain disability, death and survivor benefits and further information can be obtained from your local Canada Pension Plan office.

18. PENSION PLAN EXAMPLES

The following examples are for illustration purposes only. Assumptions are made about the future level of Canada Pension Plan and Old Age Security benefits. As a result, these amounts are not guaranteed.

Example A :	NORMAL RETIREMENT PENSION (65 years of age with 30 years of credited service)
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An employee who is age 65 retires with 30 years of credited service on January 1, 2007. His pension is determined as follows:

He has 19 years of credited service at December 31, 1995. His annualized gross pensionable earnings in 1995 were \$60,000. His pension is upgraded to December 31, 1995 to provide a pension calculated as follows:

$$\$60,000 \times 19 \text{ years} \times 1.3\% = \$14,820 \text{ annually}$$

His gross pensionable earnings for each year from 1996 to 2006 were \$63,000 and he had a full year of credited service in each year.

His pension credit for the period 1996 to 2006 is:

$$\$63,000 \times 1.35\% \times 11 \text{ years} = \$9355.50 \text{ annually}$$

His annual pension at December 31, 2006 is: \$24,175.50 annually

or \$2014.63 monthly

If he has a spouse, he may elect to have his pension reduced by 10% to provide the 60% spousal option, resulting in a pension of: \$1813.17 monthly

In addition, he can expect to receive CPP and OAS benefits of approximately monthly \$1120 monthly

His total pension income from company and government sources are estimated to be: \$3134.63 monthly

Example B:	Special Early Retirement (60 or more years of age and 25 or more years of credited service)
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An employee who is age 60 retires with 25 years of credited service on January 1, 2007. His pension is determined as follows:

He has 14 years of credited service at December 31, 1995. His annualized gross pensionable earnings in 1995 were \$60,000. His pension is upgraded to December 31, 1995 to provide a pension calculated as follows:

$$\$60,000 \times 14 \text{ years} \times 1.3\% = \$10,920 \text{ annually}$$

His gross pensionable earnings for each year from 1996 to 2006 were \$63,000 and he had a full year of credited service in each year.

His pension credit for the period 1996 to 2006 is:

$$\$63,000 \times 1.35\% \times 11 \text{ years} = \$9355.50 \text{ annually}$$

$$\text{His total pension at December 31, 1996 is: } \$20,275.50 \text{ annually}$$

$$\text{or } \$1689.63 \text{ monthly}$$

His pension is not reduced for early retirement as he is eligible for Special Early Retirement.

If he has a spouse, he may elect to have his pension reduced by 10% to provide the 60% spousal option, resulting in a pension of: \$1520.67 monthly

In addition, he is eligible for a bridge benefit of:
 25 x \$25.00 to age 65. \$625 monthly
 His total company pension until age 65 is: \$2314.63 monthly

Example B - Special Early Retirement cont'd

In addition, he can expect to receive a reduced CPP pension of approximately \$510 monthly

His total pension income from company and government sources until age 65 are estimated to be \$2824.63 monthly

At age 65, his bridge benefit will cease, and he will be eligible for a Old Age Security benefit of approximately: \$400 monthly

His total income from company and government sources at age 65 will be approximately: \$2599.63 **monthly**

Example C:	85 Point Retirement (at least age 55, and age plus credited service add up to 85 points or more)
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An employee who is age 58 retires with 27 years of credited service on January 1, 2007. His pension is determined as follows:

He has 16 years of credited service at December 31, 1995. His annualized gross pensionable earnings in 1995 were \$60,000. His pension is upgraded to December 31, 1995 to provide a pension calculated as follows:

$$\$60,000 \times 16 \text{ years} \times 1.3\% = \$12,480 \text{ annually}$$

His gross pensionable earnings for each year from 1996 to 2006 were \$63,000 and he had a full year of credited service in each year.

His pension credit for the period 1996 to 2006 is:

$$\$63,000 \times 1.35\% \times 11 \text{ years} = \$9355.50 \text{ annually}$$

His total pension at December 31, 1996 is: \$21,835.50 annually

Example C - 85 Point Retirement cont'd

or \$1819.63 monthly

His pension is not reduced for early retirement as he is eligible for 85 Point Retirement.

If he has a spouse, he may elect to have his pension reduced by 10% to provide the 60% spousal option, resulting in a pension of: \$1637.66 monthly

In addition, as he has over 25 years of credited service, and has 85 points, he is eligible for the M.F.R.A. through payroll of: \$445 monthly
His total income from Company sources will be \$2082.66 monthly

At age 60, he can apply for a reduced CPP pension of approximately \$510 monthly

At age 65, his M.F.R.A. will cease, and he will be eligible for an Old Age Security benefit of approximately: \$400 monthly

His total income from company and government source at age 65 will be approximately: \$2729.63 monthly

Example D:	Other Early Retirement:
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An employee who is age 58 retires with 20 years of credited service on January 1, 2007. His pension is determined as follows:

He has 9 years of credited service at December 31, 1995. His annualized gross pensionable earnings in 1995 were \$60,000. His pension is upgraded to December 31, 1995 to provide a pension calculated as follows:

$\$60,000 \times 9 \text{ years} \times 1.3\% =$ \$7020 annually

His gross pensionable earnings for each year from 1996 to 2006 were \$63,000 and he had a full year of credited service in each year.

His pension credit for the period 1996 to 2006 is:

$\$63,000 \times 1.35\% \times 11 \text{ years} =$ \$9355.50 annually

His total pension at December 31, 1996 is: \$16,375.50 annually

or \$1364.63 monthly

His pension is reduced for early retirement, as he is not eligible for 85 Point Retirement.

He is retiring 7 years early. His pension is reduced by $(7 \text{ years} \times 12 \times 1/3\%) = 28\%$

$\$1364.63 \times (100\% - 28\%):$ \$982.54 monthly

If he has a spouse, he may elect to have his pension reduced by 10% to provide the 60% spousal option, resulting in a pension of: \$884.28 monthly

At age 60, he can apply for a reduced CPP pension of approximately \$510 monthly

At age 65, he will be eligible for OAS pension of approximately: \$400 monthly

His total income from company and government sources at age 65 will be approximately: \$1892.54 monthly

SECTION 2 – COVERING EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2007

Employees hired *on or after* January 1, 2007 enter the defined contribution pension plan as follows.

- Three (3) month waiting period
- In all cases, contributions will be made on base hourly earnings up to a maximum of 2080 hours per year
- Company Contribution: 3%
- Employee Contribution: 3% mandatory
- Employee optional contribution: 3% plus Company match 100%



Letter of Understanding No. 1

July 12, 1996

Mr. George Redmond
Business Agent
Brewery General and Professional Workers Union
Local #50

RE: Deferred Retirement

Dear George:

This will confirm our understanding reached during negotiations for the Collective Agreement commencing January 1, 1996.

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 (71st) 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 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 calculation any minimum pension supplement, the Canada Pension Plan and Old Age Security benefits, where applicable, will be taken into account at the level in effect at the employee's normal retirement date.
8. An employee who continues in the employ of the Company after his normal retirement date as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at his normal retirement date.



Letter of Understanding No. 2

July 12, 1996

Mr. George Redmond
Business Agent
Brewery General and Professional Workers Union
Local #50

RE: Union Leave of Absence

Dear Mr. Redmond,

During negotiations the Company and the Union had discussions on the subject of accommodating Union Leave of Absence requests for Union Business.

The Company agrees to entertain and approve such requests (up to a maximum of fifteen (15) days per year), when in the sole discretion of Management such requests can be accommodated.

It is understood the Union will be responsible to pay for the lost wages of employees on leave and overtime wage expenses incurred in providing shift coverage.

As agreed to this letter forms part of the Collective Agreement and will expire at the end of the term of this agreement.



Letter of Understanding No. 3

July 12, 1996

Mr. George Redmond
Business Agent
Brewery General and Professional Workers Union
Local #50

RE: Union Education Leave of Absence

Dear George,

During 1996 negotiations the Company and the Union had discussions and reached agreement on the subject of Union Education Leave Of Absence.

The Company agrees to provide a total of three (3) paid Union Education days of absence (8 hrs straight time) per calendar year in each year of the Collective Agreement for an elected Union Representative.

It is agreed that requests for such leaves will be submitted as far in advance as possible and such requests will not be unreasonably withheld.



Letter of Understanding No. 4

June 2002

Re: 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, in some cases, 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, where applicable, 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 a maximum of 8 hours per day or 40 hours 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.



Letter of Understanding No. 5

July 31, 2002

Re: "Project Rep"

During negotiations, the Company committed to solicit the input of the Union Leadership with respect to the issue of the Company's appointment of employees to act as Project Reps.

Yours truly,

Al Niemi
Chief Operating Engineer



Letter of Understanding No. 6

January 1, 2012

Re: Work Jurisdiction of Local 50

Mr. Drew Jolliffe

During bargaining we discussed the above subject matter. You specifically addressed concerns with respect to Letter of Understanding No. 23 in the Local 1 collective agreement that outlines Maintenance Work by Powerhouse Employees.

We received assurances on May 16, 2002 via email from George Redmond, President of Local 1 that the intent of the letter was not meant to restrict work outside the Powerhouse that has traditionally been done by operating engineers.

Yours Truly,

Jake Fenn
General Manager
London Brewery



Letter of Understanding No. 7

July 31, 2002

Mr. Drew Jolliffe

Re: Permanent Job Vacancies

This will be your assurance that the Company will continue the present practice of posting permanent vacancies in bargaining unit jobs.

Yours truly,

Al Niemi
Chief Operating Engineer



Letter of Understanding No. 8

July 31, 2002

Mr. Drew Jolliffe

Re: Application of Article 12.01 to 12-Hour Shift Engineers

Dear Mr. Jolliffe,

During negotiations the parties discussed the above subject.

We agreed that the 12-Hour Shift Engineers would have their annual schedule changed in accordance to Article 12.01 in the following situations:

1. To permit attendance at meetings required by the Company or to provide relief in such situations;
2. To permit training to take place or to provide relief in such situations;
3. To permit the engineers to perform Project Rep. work or to provide relief for him in such situations;
4. To provide relief for an engineer absent on a leave of absence;
5. In situations where an engineer will be or is anticipated to be absent from work due to illness, injury or other medical reason, where the Company is aware prior to 5:00 pm Wednesday that such absence will occur for at least the entire following week.

Yours truly,

Al Niemi
Chief Operating Engineer



Letter of Understanding No. 9

January 1, 2012

Re: Reimbursement for Annual Renewal of Operating Engineers Certificate

Dear Mr. Jolliffe

Re: Reimbursement for Annual Renewal of Operating Engineers Certificate and other Tickets

The parties agreed during bargaining that the Company will reimburse each seniority employee for the cost of the annual renewal of their operating engineers certification, and other licenses necessary to the business.

Reimbursement of licenses outside of the annual operating engineers certification must be pre-approved and will be paid for at the sole discretion of the Chief Operating Engineer while having due regard for operational requirements.

In all cases, reimbursement will be paid upon presentation of the new certificate and related invoice.

The decision of the Chief Operation Engineer, on tickets other than the Operating Engineers Certificate, will not form the subject of any grievance against this letter, or any other clause within this collective agreement.

Yours Truly,

Jake Fenn
General Manager
London Brewery



Letter of Understanding No 10

February 21, 2007

Mr. Drew Jolliffe,

Re: Attendance at Meetings

Dear Drew:

The parties agreed during bargaining to follow the following provisions re: attendance at employer-initiated meetings.

- When employees are requested to attend a meeting during their shift, regular pay will continue as if they were at work.
- For meetings scheduled before or immediately following the employee's regular shift, the employee will be compensated at the appropriate overtime rate.
- For meetings scheduled outside of regular working hours that do not occur immediately before or after a regular shift, the employee will be compensated at the appropriate overtime rate with a minimum of two hours at regular pay.
- Compensation for all meetings will start at the time the meeting begins.
- There will be no compensation for those employees who attend a meeting in which their attendance was not requested.
- Management will attempt to minimize the number of situation where travel to and from meetings is done outside an employee's regular hours. However, when this does occur, there will be no compensation for travel time.

Yours truly,

Al Niemi
Chief Operating Engineer



Letter of Understanding No 11

March 6, 2012

Mr. Drew Jolliffe,

Re: Weekend Shift Engineer Coverage

Dear Drew:

This letter is to confirm the discussions that took place during negotiations around weekend shift coverage for shift engineers

The protocol for covering shift engineers for Saturday and Sunday absences with overtime will be in the following order.

Polling will be done by Shift Engineer by low hours first, then maintenance engineers as per the vacation coverage schedule. This will be done in keeping with the E.S.A. and all hours of work language in the Collective Agreement.

Yours Truly,

Jake Fenn
General Manager
London Brewery



Letter of Understanding No 13

January 1, 2019

Mr. Drew Jolliffe,

Re: Transition wage

Dear Drew:

This letter is to confirm the discussions that took place during negotiations regarding a transition wage agreement for Glen Riggs.

Glen Riggs, currently maintenance Engineers, will receive the shift Engineers wage (including the time as of Chef Engineer) for a minimum of 1200 hours in 2019, 1600 hours in 2020 and 2080 hours in 2021.

This special letter of understanding will stay in place until a position of Shift engineer become available. After this availability, the special letter of understanding will be expired.

Yours Truly,

Alexandre Martel
General Manager
London Brewery