

COLLECTIVE AGREEMENT

- between -

SLEEMAN BREWERIES LTD.

(Hereinafter referred to as “the Company”)

OF THE FIRST PART

- and -

THE SLEEMAN EMPLOYEE’S ASSOCIATION

(Hereinafter referred to as “the Association”)

OF THE SECOND PART

TERM OF AGREEMENT

January 1, 2022

To

December 31, 2024

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and its employees covered by this Agreement through the Association, to secure prompt and fair disposition of complaints, to secure the efficient operation of the Company's business without interruption or interference with work, and to provide fair wages, hours and safe working conditions for the employees. It is recognized by this Agreement to be the desire of the Company, the Association and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.
- 1.02 Every employee has a right to work in an environment free from discrimination or harassment in accordance with the *Ontario Human Rights Code*. The Company and the Association are committed to providing such a workplace. The Company agrees to make a policy that is consistent with this commitment known to all employees. The Company will investigate, correct, and eliminate discrimination and harassment from the workplace that is contrary to the *Ontario Human Rights Code*, and the Association agrees to cooperate with the Company in this respect.
- 1.03 The Company and Association agree to comply with their obligations under the *Ontario Human Rights Code*, *Occupational Health and Safety Act*, *Workplace Safety Insurance Act*, *Personal Information Protection Electronic Document Act* (to the extent that it applies), *Employment Standards Act*, and all other legislation governing the workplace.

## **ARTICLE 2 – RECOGNITION**

- 2.01 (a) The Company recognizes the Association as the exclusive bargaining agent for all employees of the Company at its facilities located in the City of Guelph and the City of Toronto, save and except supervisors, persons above the rank of supervisor, office, clerical, sales, technical, and Full-time salaried retail store. The Company will, if requested, supply the Association with a list of those excluded.
- (b) Supervisors, persons above the rank of supervisor, office, clerical, sales, technical and Full-time salaried retail store staff shall not, except in cases of emergency or for job training purposes, perform work that is normally performed by employees covered by this agreement.
- 2.02 The Association is recognized as a separate group, distinct from the Employee's Social Club. All members of the Association shall be members of the Employee's Social Club.

2.03 It is understood and agreed that nothing in this agreement shall abridge the right of any individual to discuss with the Management matters pertaining to hours and working conditions. However, it is understood that no agreement shall be entered into with an employee which may conflict with this agreement.

2.04 In this Agreement,

- (a) The term "employee" as hereinafter used, refers only to those employees who are represented by the Association, unless otherwise provided.
- (b) The term "Probationary" means a newly hired employee for the duration of the probationary period as described in Article 29.01 below.
- (c) The term "Permanent" shall mean any position that is not classified as Relief and is specifically designated by the Company to be Permanent.
- (d) The term "Full-time" means an employee whose regular scheduled hours average 36 or more per week. Full-time permanent employees will accrue seniority on the Full-time permanent seniority list.
- (e) The term "Part-time" means an employee whose total hours are fewer than 36 hours per week. Part-time employees will accrue seniority on the Part-time seniority list.

With the exception of Part-time employees working in the Retail Store, the total number of Part-time employees working greater than twenty-four (24) hours per week in all other departments shall not exceed eight (8) at any given time during the life of the collective agreement.

- (f) (i) Seasonal Relief  
The term "Seasonal Relief" means a temporary period(s) during which an employee is hired to cover seasonal requirements. The summer relief period runs from mid-March to mid-September and the Christmas relief period runs from mid-November to mid-January. Employees working Seasonal Relief will not accrue seniority. In the event a Seasonal Relief employee successfully bids on a posted job, they shall, upon commencement of employment in the posted job, serve the appropriate probationary period consistent with the requirements of Article 29.01.
- (ii) Short Term Relief  
The term "Short Term Relief" means a temporary period outside of the seasonal period, during which an employee is hired to cover

short term employment needs for illness and injury, promotional and emergency production, quality assurance emergency/rework situations, or any other situation identified and agreed by the parties as appropriate for temporary hires. Short Term Relief employment shall not exceed four (4) months, in any period of twelve (12) months, unless mutually agreed by the parties. Notwithstanding the above, the Company may replace a full-time permanent employee on pregnancy and parental leave or authorized leave of absence with a Short Term Relief employee for up to one (1) year, without the agreement of the Association, or longer than one (1) year with the mutual agreement of the parties. Short Term Relief employees will not accrue seniority. In the event a Short Term Relief employee successfully bids on a posted job, they shall, upon commencement of employment in the posted job, serve the appropriate probationary period consistent with the requirements of Article 29.01.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Association recognizes and acknowledges that the management of its operations and the direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing the Association acknowledges that, subject to the terms of this Agreement, it is the exclusive function of the Company to:
- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations (which will be reasonable and uniformly administered), policies and practices to be observed by its employees, discipline, demote, or discharge employees in accordance with Article 3.02 below. The Company will advise the Association of changes to rules or regulations, policies or practices to be observed by its employees. It is understood that when the Company policies or practices conflict with the Collective Agreement, the Collective Agreement shall prevail. The Company will provide prior notice of these changes in writing to the Association. This Collective Agreement cannot be altered without the agreement of both the Company and the Association.
  - (b) select, hire, transfer, assign to shifts, promote, classify, reduce an employee's classification, lay-off, recall, or retire employees consistent with applicable legislation, select employees for positions excluded from the Association;

- (c) determine the location of operations, and their expansion or their curtailment, the direction of working forces, the sub-contracting of work, the schedules of operations, the number of shifts, the methods, processes and means of production, job content, quality and quantity of standards, the establishment of work or job assignments, the qualifications of an employee to perform any particular job; use improved methods, machinery and equipment; decide on the number of employees needed by the Company at any time; the number of hours to be worked, shift schedules; the determination of financial policies, including general accounting procedures and customer relations;
  - (d) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees. It is understood that the privacy and the confidentiality of the Association office area will not be compromised.
- 3.02 (a) Permanent employees may be disciplined, demoted or discharged only for just cause and in accordance with Article 5.
- (b) Probationary and Relief employees may be disciplined, demoted or discharged subject to the standards described in Article 29.01 (b).

#### **ARTICLE 4 – ASSOCIATION SECURITY AND REPRESENTATION**

- 4.01 All employees of the Company covered by this Agreement upon commencement of their employment shall as a condition of employment become members of the Association and shall remain members in good standing.
- 4.02 (a) The Company agrees to deduct and remit regular Association dues from the employee's pay on a bi-weekly basis, as certified by the Association to be currently in effect according to the Constitution and By-laws of the Association. A report shall be prepared quarterly and includes Employee Name, Department, Classification of Employment and Year to Date Totals.
- (b) Association dues deduction receipt for income tax purposes will be issued by the Company on the employee's yearly T-4 slip.
- (c) The Association will indemnify the Company and save it harmless from any and all claims or demands which are made to it by any employee as a result of any action taken by the Company pursuant to the provisions of this Article.

- (d) When utilizing Agency Workers, the Company will pay eight (8) hours at the highest regular rate of pay (see Schedule A) per week to the Association in lieu of dues for each agency worker. It is understood the Company shall not utilize in excess of fifteen (15) agency workers at any given time without mutual consent of the Company and the SEA. Notwithstanding, the Company may utilize in excess of fifteen (15) agency workers in an emergency situation without prior consent of the SEA.
- 4.03 The Association may appoint or elect up to seven (7) Association Representatives, ideally one (1) from each department or as the Association otherwise determines if necessary, for the purpose of processing grievances hereunder. The Company shall give such employees a reasonable period of time off without loss of pay for such purpose. The Representative shall inform their supervisor of their intention to leave their workstation and give reasonable cause for such.
- 4.04 The parties will continue to hold Works Committee meetings at a mutually agreed upon time. Such meetings will be held when required as it is the intention to promote the free flow of information and deal with matters affecting employees and the Company which should not be grievances under the Collective Agreement. The Company will ensure that a member of the senior executive team will attend a quarterly Works Committee meeting to provide a business update and participate in a Q&A session.
- 4.05 The Company agrees to permit up to five (5) employees to be absent from the workplace for the purpose of renegotiation of this Agreement. Such employees will be paid at their straight-time hourly rate including any premium they would be entitled to, for all regularly scheduled hours spent at bargaining meetings with the Company. For clarification, members of the Association bargaining committee will not suffer any loss of wages and benefits during bargaining.
- 4.06
  - (a) Upon ratification of the collective agreement, the Company will provide one (1) copy of the Collective Agreement to each existing employee, and upon hiring, one (1) copy to each new employee of the Association. A representative of the Association will be allowed to meet with groups of new employees during the orientation process.
  - (b) The Company will allow the SEA Executive members and Department Representatives two (2) days' training at straight pay to review the new Collective Agreement.



- 4.07 The Company agrees to provide four (4) covered and locked bulletin boards to the Association for the purpose of posting Association notices. The Company agrees to maintain and replace the bulletin boards, when required.
- 4.08 Subject to prior written approval of the Company, which approval shall be sought at least ten (10) days in advance, leave of absence without pay but without loss of seniority or other benefits may be granted to seven (7) employees (in addition to the Association President), not to exceed a total of twenty-eight (28) days in any calendar year, for the purpose of attending authorized Association functions.
- 4.09 The President shall be scheduled on straight day shifts to conduct SEA business.
- 4.10 When a SEA general meeting is scheduled (save and except meetings at which notice of ratification vote or election of officers has been given), the Company will require one maintenance and one brewing employee to remain at work to mitigate disruptions to operations. Such employees will be selected by reverse seniority in each department.
- 4.11 Paid Representatives

The Association President has normal duties as an employee; however, the Company agrees that the person elected as President needs time during regular working hours to attend to the business of the Association, as follows:

- (a) The President will be granted leave from their normal duties for three (3) working days per week. This leave will be determined by the Company on a quarterly basis in consultation with the President. The leave shall be taken as a complete shift or as otherwise mutually agreed. Sundays and holidays will not normally be leave days.
- (b) The three (3) working days of leave will be used as determined by the President and communicated to the Company.
- (c) The President will be paid at the rate that would have been paid had they worked the three (3) working days, including any shift premium.
- (d) To the extent possible, and with the cooperation of the Company, the President will conduct meetings with the Company contemplated by this Agreement during the three (3) working days of leave.
- (e) If more time than three (3) working days is needed in any week, the President will seek consent from their Supervisor, which consent shall not

be unreasonably withheld, provided that the activities do not disrupt normal operations.

- (f) In the President's absence, the above provision will be applied to the Vice-President or other Association Representative, so long as arrangements are made at least two (2) weeks in advance.
- (g) For meetings requested by management, SEA representative/ executive will be paid for meeting with management as follows:
  - If the meeting is immediately before or after a shift, meeting time will be paid at the overtime rate. This includes only the time spent meeting with management. This does not include any time for other meetings such as those involving only the SEA reps and employees. For example, if an SEA rep works his/her regular shift from 6:00 am to 2:00 pm and then has a grievance meeting from 2:00 pm to 3:00 pm, 1 hour of overtime will be paid.
  - If the meeting with management is not during a scheduled shift or immediately before or after a shift, and the SEA rep comes in specifically for the meeting, the hours spent meeting with management will be paid at the rate of 1½ times the base hourly rate.
  - The Company does not pay for time at SEA Executive meetings

4.12 The Company shall provide the Association President with:

- (a) Notification in writing, within three (3) days where possible, of hirings, discharges, lay-offs, recalls, resignations, retirements, and job postings.
- (b) A copy of all Company bulletins pertaining solely to Association members by way of their mailbox prior to posting or distribution, whenever possible.

## **ARTICLE 5 – DISCIPLINARY PROCEDURE**

5.01 As per Article 3.02(a) above, Permanent employees may be disciplined, demoted or discharged only with just cause. In determining just cause, the Company and the Association agree that the principle of progressive discipline is to be applied to all disciplinary matters and in general that discipline is to be corrective and not punitive. Steps in the disciplinary process may be skipped depending on the seriousness of the situation and all of the surrounding circumstances.

5.02 If the Company decides to discipline/discharge an employee, the Company will

do so as soon as is reasonably practical after becoming aware of a matter that may be an infraction and after it has had a reasonable period of time to investigate the matter. Notwithstanding the above, no discipline will be issued later than fourteen (14) calendar days of the date when the offence became known to the Company, unless an employee involved in the investigation is absent. The Company and the SEA can agree to extend the investigation period if required.

- 5.03 If the Company decides to discipline/discharge an employee, following its investigation, it shall proceed as follows:
- (a) In normal circumstances, the Company will convene a meeting for that purpose. At the outset of the meeting, if the employee attends without an Association Representative, the employee will be advised of their right to have an Association Representative present before anything else is discussed. If the employee decides to have an Association Representative present, the meeting shall be adjourned until the Association Representative arrives. If the employee decides to not have an Association Representative present, both the employee and the Representative must sign a waiver (in the form appended to this Agreement) indicating that the representation is declined before the meeting can continue. Following the disciplinary meeting, the Company will give notice in writing of the discipline and the reasons for it to the employee and, if present at the meeting, the Association Representative.
  - (b) In extraordinary circumstances, if the Company, in its reasonable discretion, determines that an employee is violent, extremely disruptive, or apparently under the influence of an intoxicating substance, or poses a safety risk to themselves or other employees, the Company may remove the employee from the premises until such time as a meeting can be convened. The Company shall provide immediate notice in writing of a suspension (paid or unpaid) pending final determination and the time for a meeting. A copy of such notice will be provided to an Association Representative, who will attend at the subsequent discipline meeting, unless the employee decides otherwise.
- 5.04 In normal circumstances, when an employee is discharged and the circumstances permit, and when an Association Representative has been in attendance at the meeting, the employee shall be allowed to meet with the Association Representative for a reasonable period of time (not to exceed twenty (20) minutes) in privacy before the employee leaves the Company's premises.
- 5.05 Disciplinary records shall be removed (and have no further effect) from an employee's file after the period as set out below provided there is no further

discipline during the said period:

Verbal/Written Warning	Twelve (12) months (from the issuance of the discipline)
Suspension	Twenty-four (24) months (from the issuance of the discipline), except in situations of human rights harassment, violence, theft or fraud, in which case the discipline shall be permanently on the employee's record

The Company will keep the SEA Executive informed on a monthly basis of any updates to the discipline report.

- 5.06 A claim by an employee that they have been unjustly discharged shall be treated as a grievance beginning at Step No. 3 provided such claim is lodged with the Company no later than ten (10) working days following the employee's discharge.
- 5.07 Coaching & counselling notations are not disciplinary in nature and shall not be relied upon by the Company for the purposes of progressive discipline. The fact that coaching and counselling occurred may be relied upon at any time including arbitration. All coaching and counselling notations shall be removed from an employee's personnel file after twelve (12) months from issuance of the letter. Employees will have the right to request SEA representation during a formal coaching meeting. No Coach and Counsel will be issued later than fourteen (14) calendar days of the date when the offence became known to the company, unless an employee involved in the investigation is absent. The company and the SEA can agree to extend the investigation period if required.

## **ARTICLE 6 – WORKPLACE CHANGE**

- 6.01 The Company and the Association will form a Workplace Change Committee consisting of two (2) employees chosen by the Association and two (2) representatives chosen by the Company. The purpose of the Committee is to demonstrate the commitment by the SEA and the Company to work together on the following:
- Improving communication
  - Giving employees an opportunity to improve and broaden their operational, maintenance, relationship and administrative skills as supported by appropriate training. Examples of these activities might be machine lubrication, minor machine adjustments, warehouse cycle counting, instrument calibrations, etc.
  - The Committee will ensure meaningful and relevant input is provided

during development, training and implementation of any changes as described above

By working together in this enhanced fashion, the Company and the SEA believe we have the best chance to achieve operational excellence and create a sustainable workplace of which we will be proud.

Nothing in this Article shall be construed as limiting the rights of the SEA or the employees under the provisions of this Collective Agreement.

## **ARTICLE 7 – LEAVE OF ABSENCE**

7.01 An unpaid leave of absence may be granted to employees. Loss of accumulation of seniority will not result. Requests for such leave must be in writing and with reasonable notice where possible.

7.02 A leave of absence will only be allowed once the employee's accrued vacation time for the calendar year in which the leave begins has been utilized fully prior to the leave of absence and/or is applied to the leave of absence. This does not apply to parental, pregnancy or emergency leaves.

7.03 A leave of absence will not be granted for the purposes of securing other employment or in instances whereby the Company considers the request as a conflict of interest.

7.04 A Benefits Continuation Form will be given to employees who are going on a leave of absence for more than 30 days. If employees opt to continue their benefits during their leave of absence, they have to provide the Company with monthly post-dated cheques prior to their leave of absence. These cheques will be deposited on a monthly basis before the 1<sup>st</sup> of each month.

This does not include employees who are on Short Term Disability, Long Term Disability, parental, pregnancy or emergency leave.

7.05 Upon returning to work, the Full-time Permanent employee will be reinstated in their former position, providing the position is still in existence; if not, the employee will then be given notice of layoff and be provided with an opportunity to bump in accordance with Article 33.04 and 33.05.

7.06 Failure to report to work at the allowed time, following a leave of absence, without providing a reasonable explanation or without securing an extension will result in the employee's termination.

7.07 Pregnancy, Parental and Emergency leaves of absence will be in accordance with the *Employment Standards Act*.

## **ARTICLE 8 – TIME AWAY FROM WORK**

- 8.01 (a) (i) Each Full-time Permanent employee is entitled to Emergency Leave under the *Employment Standards Act*; however, the Company will pay up to 64 hours per payroll year at 100% of the Full-time Permanent employee's base wage rate for scheduled hours missed. This paid time away from work is intended for use in instances of personal sick leave, family sick leave, personal days and/or such other purposes as set out with the *Employment Standards Act*. It is not intended for use as vacation entitlement. The Company may require an employee to provide reasonable evidence in these instances of absence/leave.
- (b) Time away from work is calculated and tracked based on a payroll year. Full-time Permanent employees with less than one (1) year of continuous service as at the first day of the payroll year shall have their entitlement pro-rated.
- 8.02 All other employees are entitled to Unpaid Emergency Leave in accordance with the *Employment Standards Act*.
- 8.03 Full-time Permanent employees will receive in the form of an attendance bonus, the dollar equivalent of any unused paid leave each January for the previous year. The attendance bonus is calculated by multiplying the amount of unused paid leave by the Full-time Permanent employee's base hourly rate for the previous year.
- 8.04 Full-time Permanent employees who quit or are terminated during the year will have their attendance allowance calculated by dividing their total yearly allowance by twelve (12) and multiplying by the number of full months worked during their final year. Any underpayment to the Full-time Permanent employee will be paid by the Company on their final pay.
- In the event a Full-time Permanent employee quits or is terminated before the end of the payroll year, any overpayment to the Full-time Permanent employee will be owed back to the Company and shall be deducted from the Full-time Permanent employee's final pay. For clarity, this provision does not apply to employees who are being laid off per Article 33.
- 8.05 When requested by the Company, employees will be reimbursed for supporting documentation, up to a maximum of \$40.00, with receipt, or such higher amount as may be reasonably approved by the Company.

- 8.06 The Company will reimburse SEA employees for medical documentation relating to a Short Term Disability Claim up to a maximum of \$250.00 over the life-time of a Short Term Disability Claim.

These medical documents must be submitted to Human Resources for repayment on the employee's next paycheque after the submission of said receipt. Such reimbursement may be subject to income tax deduction, as determined by the Canadian Custom and Revenue Agency.

## **ARTICLE 9 – BEREAVEMENT LEAVE**

- 9.01 In the event of the death of a spouse, parent, sibling, child, child of the spouse, son or daughter-in law, or grandchild, the employee shall be entitled to five (5) consecutive working days, to a maximum of seven (7) consecutive calendar days. The employee will be paid for scheduled shifts missed at the employee's base rate of pay. Any missed statutory holiday will be rescheduled with the supervisor's consent.
- 9.02 In the event of the death of a brother-in-law, sister-in-law, parent or grandparent of the spouse, or grandparent of the employee, the employee shall be entitled to three (3) consecutive calendar days. The employee will be paid for scheduled shifts missed at the employee's base rate of pay.
- 9.03 In the event of the death of an aunt, uncle, nephew or niece of the employee or employee's spouse, the employee shall be entitled to one (1) working day to attend the funeral or service. The employee will be paid for scheduled shifts missed at the employee's base rate of pay.
- 9.04 One (1) additional calendar day will be granted if the employee must travel more than 160 kilometres but less than 500 kilometres from their place of residence to attend the funeral. The employee will be paid for scheduled shifts missed at the employee's base rate of pay. Or alternatively, where the services are to be held in excess of 500 kilometres from the employee's place of residence, and the employee attends the funeral or service, the Bereavement Leave shall be extended an additional two (2) days. Again, the employee will be paid for scheduled shifts missed at the employee's base rate of pay.
- 9.05 In addition to the above, in the event of the death of an employee's spouse, child, parent, sibling, son- or daughter-in-law, or the spouse's child, parent, or sibling, the employee may take an unpaid leave, unused vacation, banked overtime, and/or Sick Days, not exceeding fifteen (15) working days.
- 9.06 For the purposes of clarity, Bereavement Leave must be taken immediately

following death as outlined above. Consideration of the actual bereavement leave days taken will be given in circumstances when the funeral or service is delayed.

- 9.07 This Article also applies to common-law relationships as recognized by law. A “common-law partner” is defined as a person who has been cohabiting with an individual in a conjugal relationship for the time period prescribed by provincial legislation. Therefore, a common-law partner includes a same-sex partner. For the purpose of this Article, common-law relationships will include the employee’s fiancé(e).
- 9.08 Employees are entitled to one (1) day unpaid to attend a funeral provided that advance notification is given to their supervisor.
- 9.09 If an employee is on a scheduled vacation and such a situation arises, upon notification to their supervisor/manager, these previously booked vacation days will be changed to reflect bereavement leave and the employees will be given the opportunity to use the remainder of their vacation days at another time. The notification is required while the employee is on vacation.

#### **ARTICLE 10 – JURY DUTY**

- 10.01 Employees subpoenaed for jury duty, jury selection or as a witness (but not in their own defence) shall receive full regular pay (computed at the employee’s straight time and excluding shift or other premiums) for work missed at their regular rate while so serving, on the conditions that:
- (a) the subpoena be presented to the employee’s supervisor, if requested
  - (b) all jury duty, jury selection or witness fees be assigned over to the Company
  - (c) the employee reports to work on the days when not required for jury duty, jury selection or as a witness.

#### **ARTICLE 11 – HOURS OF WORK AND WORK SCHEDULES**

- 11.01 With the exception of continental shifts, the work week shall commence at Sunday 12:01 a.m. The Maintenance Continental Employees work week will start Sunday at 6.01 a.m. and the Brewers Continental Employees work week will commence Monday at 7.01 a.m.
- 11.02 A regular work week for employees would consist of forty (40) paid hours, consisting of either:



- (a) eight (8) paid hours per day for five (5) consecutive days; or
  - (b) ten (10) paid hours per day for four (4) consecutive days.
  - (c) twelve (12) paid hours per day in accordance with Article 12.
- 11.03 The parties acknowledge that, from time to time, there may be irregular work weeks, in which case the Company will advise the Association in advance.
- 11.04 Employees will receive one (1) half hour paid lunch break, and two (2) paid, fifteen (15) minute breaks when scheduled for an eight (8) hour shift.
- 11.05 Employees will receive one (1) half hour paid lunch break, and two (2) paid, twenty (20) minute breaks when scheduled for a ten (10) hour shift.
- 11.06
- (a) Employees working twelve (12) hours or more in a workday will be paid for the one half (1/2) hour spent on lunch break, and three (3) paid, twenty (20) minute breaks. With the exception of Drivers working on layover, employees working in excess of 12 hours receive a \$10.00 meal allowance; this meal allowance applies only to employees who are regularly scheduled for an 8 (eight) or 10 (ten) hour shift.
  - (b) Drivers working twelve (12) hours or more in a workday will be paid for the one half (1/2) hour spent on lunch break, and two (2) paid, thirty (30) minute breaks.
  - (c) The meal allowance will appear on pay stub as "Meal Premium". This allowance is subject to all income tax and statutory withholding taxes as may be required by law in accordance with our obligations under *Canada Revenue Agency*.
- 11.07 Employees must remain on premises for lunch break or breaks, unless authorized by their Supervisor.
- 11.08 It is understood there will be a seamless ten (10) minute hand over period, without additional pay, for the purpose of a daily communication crew meeting. This requires the incoming employee to arrive on time, ready for work (ten) 10 minutes before their shift start.
- 11.09 Employees are expected to arrive to work on time as per Article 11.08 above. There is a six (6) minute grace period; however, the grace period is an exception and shall not be abused. Grace periods cannot be used to avoid the

crew meeting/shift changeover period.

For attendance purpose, the grace period starts at the beginning of the crew meeting; for payroll deduction purpose, the grace period starts at the end of the crew meeting.

- 11.10 Lunch and break periods will be scheduled by the Supervisor or crew leader, where possible.
- 11.11 When an employee reports for work at the customary time scheduled for them without being notified to the contrary and is assigned less than four (4) hours of work, they shall be paid at least four (4) hours at the employee's base rate of pay.
- 11.12 Work schedules will be posted by Thursday noon for work the following two (2) weeks. Every effort will be made to adhere to the posted work schedules.
- 11.13 If, for a reason within the control of the Company, an employee is requested to make an unscheduled change in the shift or day worked, for the week following, after Thursday at noon or the employee's last scheduled shift of the current week, a premium will be paid for the first four (4) hours worked at a rate of 1.5 times the employee's regular hourly rate. Volunteering for overtime before or after a shift shall not trigger this clause.
- 11.14 Employees must call-in with one (1) hour minimum notice of absence prior to shift start. The call-in must be followed each subsequent day or shift as the case may be.

## **ARTICLE 12 – OVERTIME**

- 12.01 Wherever possible, departments will be staffed in such a manner that overtime is unnecessary.
- 12.02 When overtime is required, these overtime rates will apply:
  - 1. Employees will be paid at the rate of 1½ times the base hourly rate for:
    - (a) hours exceeding eight (8) when scheduled for an eight (8) hour shift;
    - (b) hours exceeding ten (10) when scheduled for a ten (10) hour shift;
    - (c) hours exceeding forty (40) when scheduled for a forty (40) hour work week inclusive of statutory, vacation and sick/personal day;

- (d) for drivers exceeding the fifty (50) hour work week, or ten (10) hours per day.
- 2. Employees working Full-time hours in operations will be paid at the rate of two (2) times the base hourly rate for:
  - (a) all hours worked between Sunday 00:01 and Sunday 23:59.
  - (b) all hours worked on a paid holiday as provided for in Article 17;
  - (c) all hours worked in excess of twelve (12) in a shift.

12.03 All overtime must be approved by the immediate supervisor.

12.04 It is understood that no job is to be left in an unsafe condition.

12.05 If overtime is required, notice shall be given one (1) hour before the end of the employee's shift, except for work required to complete a production run or to do emergency repair work so that a production run can be completed.

12.06 If an employee is scheduled to work at least two (2) hours in addition to an eight (8) hour shift, they will be allowed a rest period of fifteen (15) minutes prior to the start of the overtime period. If an employee is scheduled to work at least two (2) hours in addition to a ten (10) hour shift or a twelve (12) hour shift, they will be allowed a rest period of twenty (20) minutes prior to the start of the overtime period.

**12.07** It is agreed that it is the function of the Company to determine when overtime is necessary and to schedule overtime work. The employees agree to cooperate with the Company's request to work overtime provided the Company gives reasonable notice of such request.

**12.08 (i)** For planned weekend or holiday overtime, the Company will post, whenever possible, by 9 a.m. Wednesday, a list requesting signatures of those employees who would be interested in working the coming weekend. It is the responsibility of the employees, including employees who are on vacation, to indicate their availability to work the overtime by putting their names on the list. The list will be removed at 9 a.m. Thursday. The employees will be selected and notified by a posting by 2:00 p.m. Thursday. Only employees whose names are on the list will be considered available. It is the employee's responsibility to verify their selection. Upon request, when an issue arises, a copy of overtime sign-up list will be provided to the SEA.

(ii) Overtime will be distributed first to the qualified employee with the least number of overtime hours worked. In the event one or more qualified employees volunteer with the same number of overtime hours worked, the assignment will be made according to seniority, with the senior employee having preference over the more junior employee.

**12.09 (i)** All other overtime opportunities will be on a voluntary basis and will be offered first to employees who normally perform the work within each department; and

(ii) Overtime will be distributed first to the qualified employee with the least number of overtime hours worked. In the event one or more qualified employees volunteer with the same number of overtime hours worked, the assignment will be made according to seniority, with the senior employee having preference over the more junior employee.

**12.10** If the Company is unable to enlist a sufficient number of qualified volunteers, the Company reserves the right to schedule employees who normally perform the work to work overtime in reverse order of seniority to the maximum as set out in the *Employment Standards Act*.

**12.11** Notwithstanding the provisions of Articles 12.08 and 12.09, a separate system will be required for distribution of overtime for employees working continental shifts.

**12.12** The Company shall keep a running total for each employee within a given department and shall post that information within the department.

**12.13** The parties recognize that distribution errors may occur from time to time; such errors if they occur will be remedied “in-kind” and not through monetary payments. Without limitation, the parties recognize that an orderly distribution of overtime is easier to achieve in normal operating conditions, and much more difficult in an abnormal, unplanned or emergency situation.

**12.14** Overtime may be banked in accordance with *Appendix C*.

## **ARTICLE 13 – WAGES / SHIFT PREMIUMS / CALL IN / CLASSIFICATION**

13.01 Wages – Employees will be paid wages as set out in Schedule “A”.

13.02 Pay cheques – Employees will be paid bi-weekly by direct deposit to the financial institution of the employee’s choice.

- 13.03 Pay Shortage – In the event of a pay shortage, if the pay shortage exceeds eight (8) hours pay, exclusive of overtime, and the employee cannot wait until the next pay period, the Company will correct the error within forty-eight (48) hours of the employee advising the Company and initiate payment through direct deposit.
- 13.04 Overpayment – In the event of an overpayment, the employee agrees to either pay back the amount owing in one lump sum, or alternatively, may choose to pay in instalments of \$100 per pay, provided the employee is able to repay the indebtedness in full within a twelve (12) month period. The indebtedness must be paid in full upon termination of employment, however caused.
- 13.05 All hours worked at Admiral and Clair Rd. Location between 3:00 p.m. and 10:59 p.m. will receive the afternoon shift premium of \$1.20 per hour.
- All hours worked at 505 Location between 4:00 p.m. and 11:59 p.m. will receive the afternoon shift premium of \$1.20 per hour.
- 13.06 All hours worked at Admiral and Clair Rd Location between 11:00 p.m. and 6:59 a.m. will receive the night shift premium of \$1.55 per hour.
- All hours worked at 505 Location between Midnight and 7:59 a.m. will receive the night shift premium of \$1.55 per hour.
- 13.07 This shift premium shall be paid only for the actual hours worked and no other premiums shall be calculated on the shift premium. There shall be no pyramiding of benefits / premiums at any time.
- 13.08 Employees designated by the Company to be crew leaders shall receive an hourly premium of \$1.75. Relief crew leaders shall receive the \$1.75 premium only for hours worked as a crew leader. There shall be no pyramiding of this premium at any time.
- 13.09 Hourly employees called in to work for emergency reasons (i.e. breakdowns) will be guaranteed a minimum of four (4) hours pay at time and one half their regular rate of pay or at the applicable overtime rate, whichever is greater. If the employee arrives one hour (or less) before their regular start time, they shall be paid only for the extra time worked at the appropriate overtime rate. It is understood that no job is to be left in an unsafe condition.
- 13.10 Should the Company create a new classification during the life of this Agreement, it shall negotiate rates of pay with the Association. Should the parties be unable to reach agreement, the Company will establish a temporary rate, taking into consideration the pay of the existing classifications, the nature

of the work, responsibilities, etc., and the dispute may be the subject of a grievance.

**ARTICLE 14 – 12-HOUR CONTINENTAL SHIFT (7 Day/24 Hour and 6 Day/24 Hour)**

- 14.01 (a) The seven (7) day/twelve (12) hour continental shift arrangement shall average forty-two (42) hours per week.
- (b) The six (6) day/twelve (12) hour continental shift arrangement shall average thirty-six (36) hours per week. The thirty-six hour shift does not apply to Maintenance employees, Q.A. Lab employees and Brewing employees. The shift will be structured in such a way to provide the opportunity to earn an average of forty (40) hours straight time pay per week over a four (4) week cycle.
- 14.02 Employees scheduled to work the twelve (12) hour continental shift arrangement will be paid \$0.92 per hour. This premium will be paid only for the actual hours worked and no other premiums shall be calculated on the shift premium.
- 14.03 All hours worked on a Saturday will be paid at a rate of 1.5 times the base rate of pay plus premium.
- 14.04 All hours worked between Sunday 00:01 and Sunday 23:59 will be paid at two (2) times the base rate plus premium.
- 14.05 All hours worked in excess of twelve (12) consecutive hours in any shift will be paid at the rate of two (2) times the base rate plus premium. Communication time at shift changeover will not be paid.
- 14.06 All hours worked, at the request of management, on a scheduled off day will be paid at a rate of 1.5 times the base rate plus premium.
- 14.07 For employees scheduled to work a Paid Holiday as set out in Article 17, they will be paid two (2) times the base rate of pay plus premium for that day. In addition, the employee may either:
- (a) with the supervisor's consent, receive a scheduled day off with pay; all unused banked statutory hours will be paid out each year in January (for the previous payroll year) with the exception of statutory hours already designated by the employee to be taken off before March 31<sup>st</sup>; or

- (b) receive an additional day's wages for the day they did not have off at regular rate.

The Paid holiday celebration day will always be recognized on an employee's non premium regularly scheduled workday.

14.08 For the purposes of vacation, vacation entitlement and scheduling will be based on Article 14.01.

14.09 The Company agrees to provide employees with a minimum of four (4) weeks notice of starting or ending the continental shift pattern, unless mutually agreed to by the Company and the SEA. For clarification, any changes to the shift arrangement must result in a duration of a minimum of four (4) weeks. During the December and January holiday period, the duration may be two (2) weeks, the dates of which shall be communicated by October 31 of the current year.

## **ARTICLE 15 –PART-TIME AND RELIEF STAFFING**

15.01 Unless otherwise specifically stated herein, only the following Articles apply to, and only to the extent applicable:

(a) Part-time employees:

1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17, 21, 22, 24, 26, 27, 28, 29, 32, 33, 34, 35, 36, and 37.

(b) Relief employees:

1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17, 21, 22, 24, 26, 29, 32, 33, 35, 36, and 37.

15.02 Part-time and Relief employees will receive 4% vacation pay with each bi-weekly paycheque and are entitled to vacation time off as per the Employment Standards Act; no additional vacation payments will be made. Employees with three (3) or more years continuous part time service will receive 6% vacation pay. Employees with seven (7) or more years continuous service will receive 8% vacation pay.

15.03 Part-time and Relief employees will receive a one time allotment of five (5) t-shirts. In addition, these employees will receive five (5) pairs of leased pants in accordance with the Company's Uniform Program.

Worn out t-shirts will be replaced on an as-needed basis.

It is expected that all employees will report for work wearing the required uniform. The uniform is to be neat and tidy in appearance.

15.04 Part-time employees will receive a one time payment of \$225.00 to be used towards the purchase of CSA approved work boots after four (4) months of continuous employment with the Company. Safety equipment must be maintained and kept in good condition.

Worn out work boots for Part-time employees will be replaced on an as-needed basis.

## **ARTICLE 16 – SEVERANCE**

16.01 An employee who is displaced due to moving production to another facility, discontinuation in full or part of any of the operation or plant closure is entitled to the following:

- (a) For years of continuous Full-time permanent service up to and including five (5), the employee will be entitled to two (2) weeks of severance pay per completed year.
- (b) For years of continuous Full-time permanent service between six (6) and ten (10), the employee will be entitled to three (3) weeks of severance pay per completed year.
- (c) For years of continuous Full-time permanent service greater than eleven (11) years, the employee will be entitled to four (4) weeks of severance pay per completed year.
- (d) A partial year will be pro-rated by completed months.
- (e) Severance pay will not exceed 52 weeks (one year).

E.G. An employee, who is being displaced, has 13 years and 6 months of continuous Full-time permanent service.

13 years	= 1 to 5 years at 2 weeks per year	= 10 weeks
	+ 6 to 10 years at 3 weeks per year	= 15 weeks
	+ 11 to 13 years at 4 weeks per year	= 12 weeks
	+ 6/12 months at 4 weeks per year	= <u>2 weeks</u>
	Total severance pay	39 weeks

16.02 An employee accepting a severance pay shall be considered terminated, and shall forfeit all seniority rights.

16.03 Benefits cease as at the end of the Notice Period under the *Employment*



*Standards Act of Ontario.*

16.04 For the purposes of this Article, the term severance pay includes termination pay as may be required by law in accordance with the Company's obligations under the *Employment Standards Act of Ontario*.

## **ARTICLE 17 – PAID HOLIDAYS**

17.01 Paid holidays recognized by the Company are:

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving	Christmas Day
Boxing Day	Sleeman Day	

“Sleeman Day” is an additional holiday recognized by the Company. The date of this holiday may vary each year, and will be designated by the Company, after discussion and agreement with the Association.

The Company will recognise an additional Floater paid holiday that will be designated by the employee. Request for the Floater Day is made through the Payroll system and should be requested as early as possible in the payroll year. Employees are required to submit their request for the following week by the end of their shift on Wednesday of the current week.

For clarity, eligible employees can request three (3) single vacation days off, in addition to a Floater. Floater request is approved on a first-come-first-served basis, except when it is submitted in November which is approved by the seniority for the following year. If the total number of vacation and/or Floater request exceeds the minimum number of employees outlined in Article 18.16, the request may be approved subject to production requirements. Except in extraordinary circumstances, the Company will not allow an employee to cancel an approved Floater any later than fourteen (14) calendar days prior to its commencement. Seasonal relief employees are not eligible to receive a floater day.

17.02 Paid holiday pay will be paid on the following basis:

- (a) If a Paid holiday falls on a day that is not a regularly scheduled working day, the employee will be scheduled off on one (1) of his regular shifts the week prior to or following the holiday.

- (b) If the Paid holiday falls on a day that is a regularly scheduled shift, the Company and the Association will agree on the date the Paid holiday is to be celebrated for each department. Only the agreed to date will be recognized as the Paid holiday celebration day.

Employees will be scheduled off one (1) regular shift for each Paid holiday celebration day the week prior to or following the holiday

- (c) If an employee works on the Paid holiday he will be paid two (2) times the regular rate of pay for that day. In addition, the employee may either:
  - i) with the supervisor's consent, receive a scheduled day off with pay; all unused banked statutory hours will be paid out each year in January (for the previous payroll year) with the exception of statutory hours already designated by the employee to be taken off before March 31<sup>st</sup>; or
  - ii) receive an additional day's wages for the day they did not have off.

17.03 If a Holiday falls on a day that would ordinarily be a working day for an employee and the employee is not on vacation that day, the employer shall give the employee the day off work and pay them Holiday pay for that day. The employee has no entitlement to Holiday pay if they fail, without reasonable cause, to work their last regularly scheduled day of work before the Holiday and their first regularly scheduled day of work after the Holiday. The Company may require an employee to provide reasonable evidence in these instances of any time not worked.

For clarification, vacation is not considered a scheduled day of work.

17.04 Employees may not bank a statutory holiday until the entire shift has been worked.

Banked statutory holidays are booked on a first-come-first-serve basis and in accordance with Article 14.07 (a). Floater day and banked time are booked on a first-come-first-served basis for the same payroll year. When time-off requests for floater day, banked time and banked statutory holidays are submitted at the same time, they will be prioritized by seniority.

For clarity, employees banking time, withdrawing banked time, or receiving banked time pay out shall follow APPENDIX C-BANKED TIME.

17.05 Employees who receive income replacement benefits (EI, WSIB, Group Benefits Plan) will be paid by the abovementioned source, and where applicable, supplemented by the Company, in accordance with the Company's obligations under the *Employment Standards Act of Ontario*.

## ARTICLE 18 – VACATION

- 18.01 Vacation is determined on the first day of the payroll year based upon Full-time permanent employee's continuous years of full-time service. Vacation scheduling is on a payroll year basis. Refer to *Appendix A*.
- 18.02 Employees with less than one (1) year of continuous Full-time service are eligible to receive one (1) day of vacation for each full month worked to a maximum of ten (10) days, within any payroll year. These vacation days will be taken in the period from the employee's continuous Full-time service anniversary date to the end of the payroll year. If no vacation time is desired during that initial year, they will receive 4% of their gross wages for the period worked, paid each January. A copy of the pro-rated schedule is attached as *Appendix B*.
- 18.03 Employees with one (1) year or more of continuous Full-time service on the first day of the payroll year are eligible for two (2) weeks of vacation per payroll year, paid to a maximum of 4% of gross payroll wages.
- 18.04 Employees with three (3) or more years of continuous Full-time service on the first day of the payroll year are eligible for three (3) weeks of vacation per payroll year, paid to a maximum of 6% of gross payroll wages.
- 18.05 Employees with seven (7) or more years of continuous Full-time service on the first day of the payroll year are eligible for four (4) weeks of vacation per payroll year, paid to a maximum of 8% of gross payroll wages.
- 18.06 Employees with thirteen (13) or more years of continuous Full-time service on the first day of the payroll year are eligible for five (5) weeks of vacation per payroll year, paid to a maximum of 10% of gross payroll wages.
- 18.07 Employees with twenty (20) or more years of continuous Full-time service on the first day of the payroll year are eligible for six (6) weeks of vacation per payroll year, paid to a maximum of 12% of gross payroll wages.
- 18.08 Employees with twenty-five (25) years or more of continuous Full-time service on the first day of the payroll year are eligible for seven (7) weeks of vacation per payroll year, paid to a maximum of 14% of gross payroll wages.
- 18.09 The term "gross payroll wages" does not include the previous year's vacation pay.
- 18.10 Employees should make their vacation plans known to their Supervisor as early as possible in the vacation year. Employees are required to submit vacation requests for the following week by the end of their shift on Wednesday of the

current week. Requests for vacations are made on a Vacation Request Form. The approved form will be forwarded to the Human Resources department.

The following provision only applies to the Packaging and Warehouse/Distribution Departments excluding continental shift employees: The Company encourages employees making requests for single-day vacations to give way to requests for week-long vacations. During the prime vacation period, single day vacation requests will be limited to 3 days per employee. Additional days may be granted if deemed reasonable by a department supervisor subject to production requirements. Vacation request will take priority in all circumstances, unless another request for time off has already been approved.

- 18.11 Requests for vacation will be accepted November 1<sup>st</sup> for the next payroll year. During November, vacation will be booked on a seniority basis. For non continental employees, single day vacation requests will not be permitted during Prime Time in November. Starting December 1<sup>st</sup>, vacation will be booked on a first-come-first-served basis. For the duration of this Agreement, the payroll year will be as follows:

2022 – December 19, 2021 to December 17, 2022  
2023 – December 18, 2022 to December 16, 2023  
2024 – December 17, 2023 to December 14, 2024

To facilitate the booking of vacation, the company will provide a draft schedule for the following year by November 1. The parties agree that the schedule is subject to change as per article 11.12.

- 18.12 When vacation time is taken, employees will receive their vacation pay in accordance with the regular bi-weekly pay system.
- 18.13 Employees are eligible to receive their vacation pay when they are going on vacation provided the request is received at least five (5) working days before the cheque is required.
- 18.14 An adjustment for employees receiving overtime wages, unused vacation time and unused Floater Day will be calculated at previous year wage rates. This adjustment will be paid in January. For the duration of this Agreement, payment will be made on the following dates:

**2022 – January 26, 2023**  
**2023 – January 25, 2024**  
**2024 – January 23, 2025**

18.15 Prime vacation period falls between June 15<sup>th</sup> and September 15<sup>th</sup>. The maximum vacation allowable during that period is two (2) weeks. This policy ensures that all employees will be able to get at least a portion of their holidays during the prime vacation period. Notwithstanding the above, should additional vacation be unassigned during the prime vacation period, employees may request a third week of prime vacation. Such requests must be made between May 1 – May 31 and shall be approved on a seniority basis.

18.16 At least one (1) employee may take vacation/banked time/banked statutory holiday time per shift in each department, or more than one (1) employee if deemed reasonable by a department Supervisor, subject to production requirements.

In the Packaging, Warehouse and Distribution departments the minimum number of employees on vacation/banked time/banked statutory holiday time during a shift will be as follows:

Packaging (Bottle Line)	2 employees per shift
Packaging (Can/Keg Lines)	1 employee per shift
Warehouse (505)	2 employees per shift
Warehouse (Admiral)	2 employees per shift
Distribution (A-Z Drivers)	2 employees per shift
Distribution (Direct Delivery)	2 employees per shift

Additional vacation requests may be granted if deemed reasonable by a department Supervisor, subject to production requirements.

For clarification, and subject to Article 11 – Hours of Work And Work Schedules, shift means each of the day, afternoon, and night shifts in each of the Packaging and Warehouse departments. (Distribution does not have shifts per se).

Except in extraordinary circumstances, the Company will not allow an employee to cancel an approved vacation any later than fourteen (14) calendar days prior to the commencement of the vacation.

18.17 Employees taking pregnancy and parental leaves will have their vacation entitlement handled on the following basis:

(a) Employees will be eligible for their normal allowed time off work for vacation.

- (b) Vacation pay will be calculated at the employee's normal allowed percentage multiplied by their gross payroll wages for the year.
- 18.18 Employees leaving the employ of the Company shall have a vacation pay adjustment made on their final pay cheque, if required, as follows:
- (a) Vacation entitlement will be calculated according to the provisions contained in this Article, less any vacation pay already received.
  - (b) Employees who have received more than their entitlement for vacation will have the excess deducted from their final pay.
- 18.19 Employees who retire shall be deemed to have earned their full vacation entitlement for the year in which they retire and will receive the balance of their unused vacation entitlement with pay on their last pay period on a separate cheque.
- 18.20 Employees are eligible for additional vacation in the years when they will reach continuous full-time service of 3 years, 7 years, 13 years, 20 years and 25 years as outlined in *Appendix A*. During these years, the additional vacation and the higher percentage vacation pay will start at the beginning of the payroll year.

## **ARTICLE 19 – GROUP BENEFITS PLAN**

- 19.01 (a) For all relevant Group Insurance Benefits Plan provisions refer to the appropriate benefit booklet(s) from the Company's benefit provider. Decisions regarding benefits are made solely by the third party benefits provider, and the Company's obligation hereunder is limited to paying premiums for such coverage.
- (b) In the event of a dispute between an employee and the insurer, the Company shall provide the Association a copy of all relevant portions of the master policy.
- 19.02 Effective January 1, 2023, each employee will contribute 50% of the long-term disability premiums, capped at 2022 rates.

## **ARTICLE 20 – GROUP RETIREMENT SAVINGS PLAN**

- 20.01 For all relevant Group Retirement Savings Plan (GRSP) provisions refer to the GRSP Plan provider.
- 20.02 The maximum matching level of Company contributions will be 6% of base wages, throughout the duration of this Agreement. For employees with five (5)

or more years of permanent full-time service, the maximum matching level of Company contributions will be 7% of base wage.

Note: Base wages are calculated as the employee's base hourly rate multiplied by 40 hours per week. AZ Drivers base hours will be calculated at 50 hours per week. Continental shift base hours will be calculated at 42 hours per week.

Example:

Hourly Rate	=	\$20.55
Bi-weekly Hours	=	80
GRSP % Match	=	6%

$$\begin{aligned} \text{Bi-Weekly Maximum Contribution} &= \text{Hourly Rate} \times \text{Bi-weekly hours} \times \text{GRSP\%} \\ &= \$20.55 \times 80 \times 6\% \\ &= \$98.64 \end{aligned}$$

## **ARTICLE 21 – JOB POSTING**

### **21.01 Posting of Permanent Positions**

When a new job classification is created, additional employees are required in an existing job classification or any job becomes vacant due to a termination, resignation or retirement, the Company first will post a notice of the vacancy to the Bargaining Unit only for a period of ten (10) calendar days. The notice will specify the nature of the job, shift type, qualifications and skills required, and the rate of pay. An employee who wishes to be considered for the position posted shall signify their desire by making written application as per the posting within the ten (10) calendar day posting period. The Company may simultaneously seek external candidates having sought and acquired mutual agreement from the Association. Such agreement will not be unreasonably withheld.

21.03 Temporary vacancies of less than four (4) months duration may be filled at the discretion of the Company. In the event a position becomes vacant for longer than a period of temporary vacancy, it will be posted in accordance with Article 21.01, even if the vacancy is due to an employee who is absent due to illness, injury, leave or other such reasons and who is expected to return to work. If such an employee does return to work, the replacement worker will return to his previous position without prejudice and without loss of standing in seniority. Permanent employees may apply for such positions. If so, the normal course for the Company would be to replace the successful bidder with a Probationary or Relief employee.

21.04 In filling posted vacancies, the Company will give consideration to internal candidates based on the following criteria:

- Skill, ability and qualifications

- Job performance (which includes attendance)

Where, in the reasonable judgment of the Company, the criteria noted above are relatively equal, seniority shall govern.

- 21.05 The selection and removal of Crew Leaders and Relief Crew Leaders will be at the reasonable discretion of the Company, considering leadership, in addition to the above criteria. Crew Leaders and Relief Crew Leaders may assist a supervisor with work schedules but will not set or approve the work schedule of employees when such scheduling activities would incur financial rewards or penalties.
- 21.06 If, in the reasonable judgment of the Company, no internal candidate is suitable for the posted vacancy, then the Company may fill the posted vacancy with a person from outside the Association.
- 21.07 In the event an employee accepts a position with the Company that is outside the bargaining unit, the Company agrees to hold open the employee's bargaining unit position for a period of three (3) months.
- 21.08 In the event an employee is transferred under Article 21.04, and the Company makes a reasonable determination, after appropriate training, that the employee cannot adequately perform the job, or the employee in good faith does not consider himself suited to the job, the Company may return the employee to his former position at any time within sixty (60) working days following the transfer.
- 21.09 For the periods identified in Articles 21.07 and 21.08 above, any hire or transfer to the vacancy created by the first transfer will be deemed to be a temporary transfer; if the employee of the first transfer returns to his original position, then the employee deemed to be temporarily transferred will return to his original position.
- 21.10 Employees posting successfully into a new department will not be eligible to request a transfer into a lateral or downward position within the Company for a period of twelve (12) months. Employees who request to be removed from a new position in accordance with Article 21.08 above will not be eligible to request any transfer within the Company for a period of twelve (12) months.

## **ARTICLE 22 – HEALTH AND SAFETY**

- 22.01 The Company and the Association agree to promote the health and safety of all employees at the workplace. The Company and the Association agree to fully abide by the provisions of the *Occupational Health and Safety Act*. The



Company agrees to take all reasonable precautions for the safety of its employees during working hours. The employees will comply with all Company safety requirements and the *Occupational Health and Safety Act*.

- 22.02 The Joint Health & Safety Committee includes five (5) worker representatives, normally elected or appointed through the Association every two (2) years. When reasonably convenient, the Company will make arrangements for all of the worker representatives to receive “core certification” training. Each member is permitted to have an alternate. Where possible, an alternate will be invited to the JHSC Meeting on a rotating basis. Further, the Company agrees to pay these Worker representatives (or their alternates when applicable) their regular rate or premium rate, whichever is applicable, for time spent carrying out their duties as members of this committee, and for the time spent attending committee meetings.
- 22.03 Should an employee be sent home for treatment as a result of an accident covered by the *Workplace Safety and Insurance Act*, they shall be paid for the remainder of their normal shift of work on the day of the accident by the Company at the rate of pay lost.
- 22.04 The Company shall provide and maintain adequate changeroom, lockers, lunchroom, washroom and shower facilities for the use of the employees.
- 22.05 If an employee in the SEA bargaining unit encounters a bona fide picket line in the course of his normal duties, the employee may contact the Company and request there be a discussion between the SEA and management as soon as possible, before management determines if the employee will be required to cross the picket line.
- 22.06 Within two (2) months of the date of ratification, the Company and the Association shall strike a Return to Work Committee consisting of two (2) employees chosen by the Association and two (2) representatives chosen by the Company. The purpose of the Committee is to work with injured and/or ill employees who are absent from work in an effort to facilitate return to active employment in a safe and efficient manner. The Committee will review the employee’s work restrictions, available work assignments and appropriate accommodations. Employee information will be treated in the strictest confidence.

## **ARTICLE 23 – UNIFORMS AND COMPANY CLOTHING**

- 23.01 Once a full-time employee is on the Permanent seniority list, such employee will be entitled to an annual allowance of \$225.00 for the purchase of Company-

approved clothing. The allowance will be pro-rated in the first year on the seniority list.

- 23.02 Once a full-time employee is on the Permanent seniority list, such employee will be entitled to an annual allowance of \$225.00 for the purchase of CSA-approved safety footwear. The allowance will be pro-rated in the first year on the seniority list. Wearing CSA-approved safety footwear is a condition of employment. All safety equipment, including safety footwear, must be maintained and kept in good condition. At the reasonable discretion of the Company, employees may receive an additional pair of boots during any calendar year paid by the Company if required due to the nature of their job, provided that the old boots are given to the supervisor and shown to be unsafe.
- 23.03 At the end of probation, employees will receive a uniform and safety footwear allowance pro-rated to their start date and the end of the calendar year.
- 23.04 The Company will subsidize the cost of one (1) pair of CSA approved prescription safety lenses with side-shields, every second year, through its approved agent and supplier for Full-time Permanent employees.
- 23.05 It is expected that all employees will report for work wearing the required uniform. The uniform is to be neat and tidy in appearance.
- 23.06 All employees will be able to purchase Company wear through the Company retail store at the regular employee discount.
- 23.07 Where the Company requires uniforms to be worn by employees covered under the terms of this agreement, the uniform shall not be used for personal benefit and cannot be sold without proper authorization.

#### **ARTICLE 24 – MEAL ALLOWANCE ON OVERNIGHT TRIPS**

24.01 Breakfast \$12.00    Lunch \$16.00    Dinner \$24.00

These amounts are maximums. If the employee spends less than the maximum amount, they will be paid only the amount showing on the receipt.

- 24.02 In the event that the employee leaves before 6:00 a.m. for an overnight trip, they receive breakfast, lunch and dinner for the first day and breakfast and lunch for the second day. The employee will also receive dinner on the second day if they arrive back at the facility after 6:00 p.m. The employee can use their allowance as they choose for meals and are not required to stay within the set amount for each meal providing they do not spend more than their allowance each trip.

24.03 All receipts are required for the meal allowance. The amount on the receipt is the amount paid. Only eligible receipts for meals will be reimbursed. Receipts for gift cards are not eligible for reimbursement. Hotel fees are paid in full (all receipts required).

## ARTICLE 25 – INCENTIVE PAYOUT

25.01 The Company will pay the following Incentive Payout amount in February of 2022, 2023, and 2024. Any full-time employee will be entitled to the incentive bonus for the previous fiscal year provided they have at least one year's permanent seniority as of December 31<sup>st</sup> (fiscal year end). These amounts are based upon the Cost of Goods (COGS) vs. Budget in Guelph.

COGS vs. Budget, \$/hl	2022 Incentive (Feb 2023 Payout)	2023 Incentive (Feb 2024 Payout)	2024 Incentive (Feb 2025 Payout)
> \$0.50 Under budget	\$1350	\$1350	\$1350
\$0.41 - \$0.50 Under budget	\$1000	\$1000	\$1000
\$0.31 - \$0.40 Under budget	\$850	\$850	\$850
\$0.21 - \$0.30 Under budget	\$650	\$650	\$650
\$0.11 - \$0.20 Under budget	\$500	\$500	\$500
\$0.01 - \$0.10 Under Budget	\$350	\$350	\$350
At or Over budget	\$0	\$0	\$0

Permanent Full-time employees with less than one (1) year of Permanent seniority as at December 31<sup>st</sup> shall have their Incentive Payout entitlement pro-rated as per *Appendix E* so long as they are not on probationary status at the time of payout.

25.02 Any employee terminated for just cause will not be entitled to any portion of the incentive payout for the fiscal year in which the termination takes place. Employees terminated after the end of the fiscal year but before the Incentive Payout date, will be eligible for the prior years incentive payout as per the dates listed in Article 25.01. An employee whose employment ceases during the fiscal year due to voluntary quit, retirement, disability or death will receive a pro-rated incentive payout for the time employed during the fiscal year when the voluntary quit, retirement, disability or death occurs.

25.03 The Incentive Payout will be paid out to employees who are on WSIB, pregnancy and parental leave or disability (for periods less than two (2) years).

## **ARTICLE 26 – GRIEVANCE PROCEDURES**

- 26.01 The purpose of this article is to ensure that grievances get dealt with promptly and the employee knows that there is an agreed-to procedure for dealing with grievances. Before filing a grievance in accordance with Article 26.02, the affected employee should first raise the issue verbally with their immediate supervisor.
- 26.02 Step 1: If the issue cannot be resolved verbally, the employee must lodge the grievance in the appropriate letter form within five (5) working days after the alleged circumstances were known, or ought to have been known to the grievor. For this Article working days shall be defined as the following five (5) scheduled working shifts of the employee lodging the grievance, excluding statutory holidays, vacation days and sick/personal days. The grievance should be made to the Department Manager, who will respond within five (5) working days.
- Step 2: Should the employee be dissatisfied with the response to the grievance in Step 1, the grievance may be referred within five (5) working days of the response to the appropriate Director, or designate, who will answer the grievance within five (5) working days.
- Step 3: If a settlement is not reached at Step 2, the Association Grievance Committee, and all Company representatives deemed necessary by the Company, shall meet within ten (10) working days of receipt of the reply to discuss the grievance. The decision of the Company shall be delivered within ten (10) working days of the meeting. The Company will ensure that there are higher levels of authority at each Step of the Grievance Procedure.
- 26.03 If a final settlement of the grievance has not been reached during the above grievance procedure, the grievance may be referred to arbitration by either party, provided it is referred within thirty (30) working days of the decision at Step 3.
- 26.04 Notwithstanding anything in this Agreement, the time limits provided for herein may be extended by mutual agreement of the parties in writing.
- 26.05 A discharge or policy grievance may be initiated at Step 3.
- 26.06 No matter may be submitted to arbitration without having been properly processed through all the steps of the grievance procedure unless mutually agreed upon otherwise.

## **ARTICLE 27 – ARBITRATION**

27.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined above, and which has not been settled, will be referred to a sole arbitrator at the request of either of the parties hereto.

In the event the parties are unable to agree upon an arbitrator within thirty (30) working days of the referral to arbitration, either party may apply to the Minister of Labour for the Province of Ontario to appoint an arbitrator.

27.02 The decision of the arbitrator shall be final and binding. No person may be appointed as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

27.03 The fees and expenses of the Arbitrator shall be shared equally by the parties.

## **ARTICLE 28 – BOARD OF ARBITRATION**

28.01 The parties may agree to the appointment of a board of arbitration. A board of arbitration will be composed of one (1) person appointed by the Company, one person appointed by the Association and a third person to act as Chairperson chosen by the other two (2) members of the board.

28.02 The request by either party for a board shall name the first party's appointee to the board. The recipient of the notice shall, within ten (10) days, advise the other party of the name of its appointee to the board.

28.03 Should the person chosen by the Company and the person chosen by the Association to act on the board fail to agree on a third person within ten (10) days of the appointment of the second of them, the Minister of Labour for the Province of Ontario will be asked to appoint an impartial third member to act as Chairperson.

28.04 The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the Chairperson shall govern.

28.05 The fees and expenses of the Chairperson of the Board of Arbitration shall be shared equally by the parties.

## ARTICLE 29 – SENIORITY

- 29.01 (a) Newly hired employees shall serve a probationary period of four (4) months, which may be extended in the event of significant absence due to illness, injury, leave, or lack of work; significant shall mean a cumulative total of ten (10) days. Any extension of the probationary period will be equal to the length of the absence.
- (b) A probationary employee may be discharged, at the Company's sole discretion, exercised in good faith.
- (i) It is agreed that the Company shall inform the SEA President prior to the dismissal and explain the reasons for such dismissals
- (ii) It is further agreed; the Company's demonstration of good faith is shown when it has had two (2) verbal communications with the probationary employee.
- (c) For employees who are externally hired into a Permanent vacancy in accordance with Article 21.06, upon completion of the probationary period, the employee will become a Permanent employee and will have their Permanent seniority dated back to the first day worked.
- 29.02 (a) Seniority, as referred to in this Article, subject to Article 29.05 shall be defined as follows:
- i) A Part-time employee who transfers to a Full-time seniority list will have 75% of their Part-time seniority recognized as Full-time seniority; if an employee transfers from Full-time to Part-time, they will carry 100% of their seniority.
- (b) In the event an employee is absent due to illness or injury, their seniority on the relevant list shall continue to accumulate to a maximum of two (2) years from the date the absence began. Employees who are absent due to illness or injury for a period of more than two (2) years shall have their seniority frozen as follows:
- Length of Seniority prior to absence + two (2) years (730 days)
- Upon recovery from illness or injury, employees shall be entitled to return to a position in the Association as outlined in Article 7.05.
- 29.03 The Company will maintain two (2) seniority lists, a Full-time Permanent list and a Part-time Permanent list, showing the date upon which each employee's

seniority commenced. The list will be provided to the SEA Executive on a quarterly basis for review and verification. The original copy signed by the SEA Executive will be maintained by the Company and a copy will be posted.

29.05 When two (2) or more employees commence work on the same day their seniority in that group will be determined alphabetically by their last name (A to Z in even years of hire; Z to A in odd years of hire).

29.06 In the event of an employee legally changing their name during employment; the employee's seniority under this Article will be determined by their last name at the time of being hired. A change in the employee's last name will have no positive or negative effect on the Employee's seniority in regards to 29.05.

### **ARTICLE 30 – SUBCONTRACTING OF MAINTENANCE WORK**

30.01 (a) The Company shall continue the practice of giving the opportunity to perform maintenance work to its own employees before sub-contractors, provided it has the workforce, skills, equipment and facilities to do so within the projected time limits.

(b) The Company reserves the right to subcontract work when the sub-contractors possess special skills or equipment, or the sub-contractors deal with capital, construction projects, or general improvements not considered to be maintenance.

(c) Furthermore, the Company will not sub-contract bargaining unit work to be performed in the plant if such sub-contracting would result in the lay-off of qualified employees during the period of such sub-contract.

30.02 The Company will keep the Association informed on a weekly basis of significant non-capital work performed by sub-contractors who are active in the plant.

### **ARTICLE 31 – SUBCONTRACTING OF DISTRIBUTION WORK**

31.01 The Company will keep the Association informed on a monthly basis of Distribution Department work performed by sub-contractors serving the Ontario market.

### **ARTICLE 32 – TECHNOLOGICAL CHANGE**

32.01 Any change in operations, including a technological change or reorganization or reduction in production, that results in the permanent lay off of three (3) permanent employees or more in a month or ten (10) permanent employees or



more in a period of three (3) months, the Company will give the Association a minimum of forty-five (45) calendar days advance written notice of such change. Within one (1) week of notice of such change the Company will meet with the Association to discuss possible reassignment of the affected permanent employees under the provisions of the Collective Agreement.

32.02 The above-noted written notice shall state:

- i) the nature of the change
- ii) the date on which the Company proposes to effect the change
- iii) the number of jobs or job classification(s) that are expected to be discontinued and the employees affected

32.03 Any indefinite layoffs would take place as per Article 33 of the Collective Agreement and the provisions of this Article.

32.04 A personal interview will be scheduled with such identified employees as soon as possible to discuss their options.

32.05 An employee laid off pursuant to this article shall be permitted to bump a junior employee and shall not be found lacking in skill and ability if they could reasonably perform the job at the required standard with up to fifteen (15) working days training/familiarization or such longer period as may be mutually agreed given the nature of the job.

32.06 Any permanent employee who is designated for indefinite layoff may opt to take a package consistent with the provisions of Article 16. For clarity, any such package fully satisfies the company's statutory and other obligations to provide severance pay and pay in lieu of notice.

### **ARTICLE 33 – LAYOFF AND RECALL**

33.01 In a layoff situation, the Company must endeavour to maintain its operation in the most cost effective and efficient possible manner. This will require the Company to maintain a minimum number of qualified employees in each department. Management will determine the minimum number of qualified employees. A list identifying the essential services will be posted at the time of layoff. When it becomes necessary to reduce the work force, employees shall be laid off by department, in inverse order of plant seniority, as set out in the balance of this Article. Qualified employees required by the Company as described in this provision will be exempt from this seniority clause.

33.02 In the event of a layoff, employees shall be laid off in the following order:

1. Relief;

2. Probationary;
3. Part Time
4. Permanent

A part-time employee who is displaced due to a layoff will be allowed to exercise their bumping rights within the part time seniority list.

33.03 A layoff may be classified as short-term or long-term. A short-term layoff is defined as having duration of thirty-one (31) calendar days or less. No bumping rights apply in a short-term layoff situation; however, Permanent employees will be reassigned (without an increase or reduction in their hourly rate) to other positions in the plant, seniority permitting.

33.04 In a long-term layoff, Permanent employees shall have the right to bump more junior employees in their own department, provided the senior person is willing and able to perform the required duties at the classified rate for the job. Any Permanent employee(s) who is bumped out of the affected department, or if no position is available in their own department, will be able to exercise their right to bump the most junior Permanent employee(s) in any other department, provided that the bumping employee is senior to the employee to be bumped and is willing and able to perform the required duties at the classified rate for the job. Employees will have a reasonable amount of time to decide whether to exercise their bumping rights. The decision is binding.

33.05 Bumping can be either lateral or downward but not upward in terms of classification rate.

33.06 The final decision as to whether or not an employee is able to perform a job and can exercise their bumping rights shall be made by the Company, exercising its discretion in a reasonable manner.

33.07 When recalling employees following a layoff, employees shall be recalled in the reverse order in which they were laid off. An employee will accrue seniority while they return for Short-term Recall or Long-term Recall opportunities.

Employees who return to work on recall will maintain their employment status regardless of the status of the position they are filling (e.g. Relief, or Permanent Status). Eligibility to Group Insurance Benefits Plan will cease when the employee is being laid-off. Eligibility to Group Insurance Benefits Plan will be reinstated for employees when they are recalled for Short-Term or Long-Term recall.

33.08 When recalling an employee from layoff, they shall be notified by telephone and couriered mail. If an employee is recalled and is not immediately available for work, another employee may be recalled and will be temporarily employed until the senior employee reports within the fourteen (14) calendar day period as outlined below. An employee to whom a couriered letter is sent in accordance with this Article must contact the Company within five (5) working days of the issuance of the notice of return to work if he wishes the Company to hold the job open for them. It shall be the employee's responsibility to keep the Company notified as to any change of his address or telephone number so that the Company records will be up-to-date at all times.

33.09 Short-term Recall is defined as twenty (20) or less continuous worked shifts. Long-term Recall is defined as twenty-one (21) or more continuous worked shifts. Statutory holiday is not considered as a worked shift.

Short-term Recall and Long-term Recall will be determined at the time employment needs arise. Short-term Recall may be extended into another Short-term Recall as mutually agreed with the Association. The Company will advise the Association of such needs and Association agreement will not be unreasonably withheld.

Employees within the department will be called for Short-term Recall. For example, Warehouse employees will be called to Warehouse Department for Short-term Recall; Packaging employees will be called to Packaging Department for Short-term Recall. If an employee is recalled and is not immediately available for work, another employee may be recalled.

#### **ARTICLE 34 – LOSS OF SENIORITY**

34.01 An employee will lose their seniority and will be deemed to have terminated their employment for any of the following reasons:

- (a) if they quit or retire;
- (b) if they are discharged and such discharge is not reversed through the grievance and (if necessary) arbitration procedure;
- (c) if they are laid off and fail to return to work within fourteen (14) calendar days after they have been notified to do so by telephone and by couriered mail to his last known address;
- (d) if they overstay a leave of absence without reasonable cause;

- (e) if they absent themselves for more than five (5) consecutive scheduled working days without notifying the Company or without providing a reason acceptable to the Company; in the event an unexpected accident or illness prevents the employee from advising the Company immediately, they must do so as soon as possible;
- (f) If an employee declines an offer of Short-term Recall, they will not be removed from the Recall List. They will lose seniority after they have been laid off for a period of two (2) years. If an employee declines an offer of Long-term Recall, he will be removed from the Recall List and the employment will cease.

### **ARTICLE 35 – TOOL ALLOWANCE**

- 35.01 All tradespersons are required to provide their own set of required tools. Replacement of worn, broken or lost tools or for upgrading, will be paid for by the Company subject to an annual maximum of \$600.00 per tradesperson.
- 35.02 Each tradesperson can let their pool accumulate, to a maximum of \$1,200.00 until they choose to draw on it for tool purchases. Each tradesperson is allowed to draw their pool to a maximum negative amount of \$600.00.
- 35.03 Any amount left in a tradesperson's tool allowance pool will be paid out to the employee on their termination. Any negative amounts in a tradesperson's tool allowance pool will be owed back to the Company.

### **ARTICLE 36 – INCORPORATION OF LETTERS OF INTENT AND APPENDICES**

- 36.01 Any Letters of Understanding negotiated between the Company and the Association shall be deemed to form part of this Agreement as if it had been incorporated herein. A Letter of Understanding shall be identified by a heading and a number and must be signed by authorized representatives of both parties.
- 36.02 *Schedule A, Appendix A, B, C, D, E and Letter of Understanding 1, 2, 3, 4, 5, 6, 7 and 8* are attached to and form part of this Agreement.

### **ARTICLE 37 – OPERATION OF THE LAW**

- 37.01 Should any clause, Article or Section of this Agreement be held invalid by operation of the law or found to be in violation of an applicable provincial statute, then this Agreement shall be read as if such clause, Article or Section did not form a part of this Agreement, and all other clauses, Articles or Sections of this Collective Agreement shall continue to apply.

**ARTICLE 38 – DURATION OF AGREEMENT**

38.01 This agreement shall be for a period three (3) years commencing the 1st day of January, 2022 and ending the 31st day of December, 2024.

In witness whereof the parties hereto have AFFIXED THEIR SIGNATURES THIS 25<sup>th</sup> DAY OF **August 2022**.

For the Employer

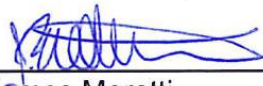
  
\_\_\_\_\_

Martin Durocher

  
\_\_\_\_\_

Witness

For the Association

  
\_\_\_\_\_

James Moretti

  
\_\_\_\_\_

Witness

## SCHEDULE A – WAGES

2022				
Occupation Type	Start/Prob	4 Months	10 Months	16 Months
Lab Technician	\$27.70	\$30.66	\$33.62	\$36.58
Senior Technician				\$36.77
Maintenance (Single)	\$41.70	\$43.36		
Maintenance (Multi)	\$42.57	\$44.23		
Chief Engineer	\$42.57	\$44.23		
Maintenance Lubricator	\$33.68	\$35.01		
General Labour	\$27.43			
Packaging Operator (Tier 1)	\$26.42	\$29.22	\$32.05	\$34.88
Brewer	\$27.38	\$30.34	\$33.30	\$36.25
Driver (AZ)	\$29.58	\$31.35	\$33.13	\$34.93
Direct Delivery (DZ)	\$27.38	\$29.85	\$32.29	\$34.76
Material Handler	\$27.50	\$29.97	\$32.42	\$34.88
Full Time Retail Clerk	\$20.10	\$20.84		\$24.37
Part Time employees	\$20.10	\$20.84		\$23.69
Relief employees	\$17.58	\$18.32		\$21.17
Relief and P/T Maint. (Single)	\$40.61			
Relief and P/T AZ Drivers	\$28.58			
Relief and P/T Lab Technicians	\$26.35			

<b>2023</b>				
<b>Occupation Type</b>	<b>Start/Prob</b>	<b>4 Months</b>	<b>10 Months</b>	<b>16 Months</b>
Lab Technician	\$28.53	\$31.58	\$34.63	\$37.67
Senior Technician				\$37.88
Maintenance (Single)	\$42.95	\$44.66		
Maintenance (Multi)	\$43.85	\$45.56		
Chief Engineer	\$43.85	\$45.56		
Maintenance Lubricator	\$34.69	\$36.06		
General Labour	\$28.25			
Packaging Operator (Tier 1)	\$27.21	\$30.09	\$33.01	\$35.93
Brewer	\$28.20	\$31.25	\$34.30	\$37.34
Driver (AZ)	\$30.47	\$32.29	\$34.12	\$35.98
Direct Delivery (DZ)	\$28.20	\$30.74	\$33.26	\$35.80
Material Handler	\$28.33	\$30.87	\$33.39	\$35.93
Full Time Retail Clerk	\$20.70	\$21.46		\$25.10
Part Time employees	\$20.70	\$21.46		\$24.40
Relief employees	\$18.10	\$18.87		\$21.81
Relief and P/T Maint. (Single)	\$41.83			
Relief and P/T AZ Drivers	\$29.44			
Relief and P/T Lab Technicians	\$27.15			

<b>2024</b>				
<b>Occupation Type</b>	<b>Start/Prob</b>	<b>4 Months</b>	<b>10 Months</b>	<b>16 Months</b>
Lab Technician	\$29.25	\$32.37	\$35.49	\$38.61
Senior Technician				\$38.82
Maintenance (Single)	\$44.02	\$45.77		
Maintenance (Multi)	\$44.95	\$46.70		
Chief Engineer	\$44.95	\$46.70		
Maintenance Lubricator	\$35.56	\$36.96		
General Labour	\$28.96			
Packaging Operator (Tier 1)	\$27.89	\$30.85	\$33.84	\$36.83
Brewer	\$28.91	\$32.03	\$35.16	\$38.27
Driver (AZ)	\$31.23	\$33.10	\$34.97	\$36.88
Direct Delivery (DZ)	\$28.91	\$31.51	\$34.09	\$36.69
Material Handler	\$29.04	\$31.64	\$34.22	\$36.83
Full Time Retail Clerk	\$21.22	\$22.00		\$25.73
Part Time employees	\$21.22	\$22.00		\$25.01
Relief employees	\$18.56	\$19.34		\$22.35
Relief and P/T Maint. (Single)	\$42.87			
Relief and P/T AZ Drivers	\$30.17			
Relief and P/T Lab Technicians	\$27.82			



<b>Packaging/Operator/Material Handler (Tier 2)</b>			
	<b>2022</b>	<b>2023</b>	<b>2024</b>
<b>1<sup>st</sup> 52</b>	\$19.94	\$20.74	\$21.25
<b>2<sup>nd</sup> 52</b>	\$21.41	\$22.27	\$22.83
<b>3<sup>rd</sup> 52</b>	\$22.88	\$23.79	\$24.38
<b>4<sup>th</sup> 52</b>	\$24.37	\$25.34	\$25.98
<b>5<sup>th</sup> 52</b>	\$25.18	\$26.19	\$26.85
<b>6<sup>th</sup> 52</b>	\$26.45	\$27.51	\$28.19
<b>7<sup>th</sup> 52</b>	\$27.43	\$28.53	\$29.24

## APPENDIX A – VACATION ENTITLEMENT

Year of Service	Entitlement	% of gross payroll wage
0	Prorate	4
1 <sup>st</sup>	2 weeks	4
2 <sup>nd</sup>	2 weeks	4
3 <sup>rd</sup>	2 weeks + 1 week	6
4 <sup>th</sup>	3 weeks	6
5 <sup>th</sup>	3 weeks	6
6 <sup>th</sup>	3 weeks	6
7 <sup>th</sup>	3 weeks + 1 week	8
8 <sup>th</sup>	4 weeks	8
9 <sup>th</sup>	4 weeks	8
10 <sup>th</sup>	4 weeks	8
11 <sup>th</sup>	4 weeks	8
12 <sup>th</sup>	4 weeks	8
13 <sup>th</sup>	4 weeks + 1 week	10
14 <sup>th</sup>	5 weeks	10
15 <sup>th</sup>	5 weeks	10
16 <sup>th</sup>	5 weeks	10
17 <sup>th</sup>	5 weeks	10
18 <sup>th</sup>	5 weeks	10
19 <sup>th</sup>	5 weeks	10
20 <sup>th</sup>	5 weeks + 1 week	12
21 <sup>st</sup>	6 weeks	12
22 <sup>nd</sup>	6 weeks	12
23 <sup>rd</sup>	6 weeks	12
24 <sup>th</sup>	6 weeks	12
25 <sup>th</sup>	6 weeks + 1 week	14
26 <sup>th</sup>	7 weeks	14

## APPENDIX B – PRO-RATED VACATION SCHEDULE

FOR FULL-TIME EMPLOYEES IN THEIR FIRST YEAR OF EMPLOYMENT

START DATE	ENTITLEMENT (IN DAYS)
January	10
February	10
March	9
April	8
May	7
June	6
July	5
August	4
September	3
October	2
November	1
December	0

\*\*\* Exception\*\*\*

If the 1<sup>st</sup> or 2<sup>nd</sup> of the month falls on a weekend or holiday where the new employee is not scheduled to work, then they would receive the full allotment for that month.

## **APPENDIX C – BANKED TIME**

Banked time is time that employees have worked over and above their regularly scheduled hours in a week and have voluntarily elected to divert or bank those extra hours towards additional paid time away from work.

Banked time operates on the following basis:

1. Employees may bank a maximum of 81 hours at straight time (which is the equivalent to 54 overtime hours) during a payroll year and the banked time can be drawn the next pay run. AZ Drivers who work 50-hour weeks may bank a maximum of 101 hours at straight time (equivalent to 67 overtime hours). The minimum banked time withdrawal amount is four (4) hours straight time pay. Any hours paid at double time (i.e. Sunday or Paid Holiday's) can be banked.
2. Banked time away from work must be mutually agreed upon by the employee and their supervisor/manager. Approval may be given for banked time to be taken during the months of January, February, March, April, September, October and November. Such approval shall not be unreasonably withheld.
3. Employees wishing to draw banked time must make the request at least 2 calendar weeks prior to the anticipated start date of the leave or by Wednesday of the week prior to payroll run.
4. Employees booking vacation time will have priority over employees booking banked time. During low activity months, supervisors/managers may exercise reasonable discretion.
5. If an employee is leaving the employ of the Company, banked time hours will be paid out on their final pay and will not be used as a substitute for lieu of notice.
6. Hours are banked on a payroll year basis and cannot be carried over into the next payroll year. Unused banked time will be paid out to the employee with the attendance bonus.
7. Banked hours cannot be used in the calculation of overtime (See example below) Hours worked on a premium day will continue to be paid at the applicable rate.
8. Employees accumulating hours for the purpose of extended leave of absence during months of low activity must indicate to their supervisor/manager in writing of his intent. In these circumstances, the employee and their supervisor may re-negotiate the upper limit of banked hours as the employee has indicated their plan and has committed to using their hours for a specific event.
9. Banked time cannot be used before it is earned.
10. Banked time paid out is subject to all statutory deductions.

Example: Employee works regular 10 hour shifts. Employee withdraws banked time and takes their Monday shift off. They work their regularly scheduled shifts Tuesday, Wednesday and Thursday. They take an extra shift on Friday, this shift will be paid at their regular rate of pay.

**APPENDIX D – REPRESENTATION WAIVER**



# Representation Waiver

Date: \_\_\_\_\_

Disciplinary Meeting Held with: \_\_\_\_\_

Re: \_\_\_\_\_

I choose not to have SEA representation at this meeting. I understand this form will be kept confidential, unless it is legally required.

\_\_\_\_\_  
Employee Name (PRINT)

\_\_\_\_\_  
SEA Representative (PRINT)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
SEA Representative Signature

## APPENDIX E – PRO-RATED INCENTIVE PAYOUT

The pro-rated percentages for the Incentive Payout will be:

<b>START DATE</b>	<b>INCENTIVE PAYOUT</b>
January	100%
February	91.7%
March	83.3%
April	75.0%
May	66.7%
June	58.3%
July	50.0%
August	41.7%
September	33.3%
October	25.0%
November	16.7%
December	8.3%

**LETTER OF UNDERSTANDING #1**

Chris McCormick will be paid an amount of \$700.00 each year, as long as they remain on a non-continental shift in the Brewing Department. This amount will be paid in February of each year (at the same time as Incentive Payout), commencing in 2015.

The above language agreed to, City of Guelph, this **25th** day of **August 2022.**

For the Employer

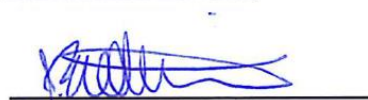
  
\_\_\_\_\_

Martin Durocher

  
\_\_\_\_\_

Witness

For the Association

  
\_\_\_\_\_

James Moretti

  
\_\_\_\_\_

Witness

## LETTER OF UNDERSTANDING #2

It is the exclusive function of the Company to determine training requirements based upon business needs, including the minimum training requirements for all jobs. Should additional training be required, the Company will provide employees with an annual opportunity, through a sign-up list, to indicate areas of interest for purposes of training within their department. Employees interested in receiving such training shall sign the list. When training opportunities arise, consideration will be based on the following criteria:

- Production requirements
- Requisite abilities as reasonably determined by the Company

Where a choice exists between available employees with the requisite abilities (as described above), seniority shall govern.

The above language agreed to, City of Guelph, this 25<sup>th</sup> day of **August 2022.**

For the Employer

  
\_\_\_\_\_  
Martin Durocher

  
\_\_\_\_\_  
Witness

For the Association

  
\_\_\_\_\_  
James Moretti

  
\_\_\_\_\_  
Witness



**LETTER OF UNDERSTANDING #3**

Planned weekend overtime will be made available to seasonal relief employees only after the opportunity has been offered to full-time permanent employees.

For such postings, Article 12, including 12.08 shall apply, save and except that the Company will post, wherever possible, by 9 a.m. Wednesday, a list requesting signatures of those employees who would be interested in working the weekend following the next work week. Any such posting will be removed the following day by 9:00a.m. Thursday. The employees will be selected and notified by a posting by 2:00 p.m. the same Thursday.

The above language agreed to, City of Guelph, this 28<sup>th</sup> day of **January 2022.**

For the Employer

  
\_\_\_\_\_  
Martin Durocher

  
\_\_\_\_\_

Witness

For the Association

  
\_\_\_\_\_  
James Moretti

  
\_\_\_\_\_

Witness

**LETTER OF UNDERSTANDING #4**

Re: Crew Meeting/Shift Changeover

Incoming employees are required to arrive on time, ready for work ten (10) minutes before their shift start for a crew meeting/shift changeover. Permanent Full-time employees and will receive \$800.00 each year to attend such crew meeting/shift changeover. This amount will be paid at the same time as unused vacation and banked time as per Article 18.14.

To qualify for payout, these employees must have completed their probation by January 1<sup>st</sup> of each year.


The above language agreed to, City of Guelph, this **25th** day of **August 2022**.


For the Employer

  
\_\_\_\_\_  
Martin Durocher

  
\_\_\_\_\_  
Witness

For the Association

  
\_\_\_\_\_  
James Moretti

  
\_\_\_\_\_  
Witness

**LETTER OF UNDERSTANDING #5**

Re: QA Lab Shift Schedule and Payment & Scheduling of Statutory/Paid Holidays

**1. Shift Schedule for QA Lab**

The parties agree that in the interests of managing business activities, the Company will maintain the current practice of an extended work week followed by a period of unpaid time-off. The Company reserves the right to change this practice as per Article 3.01 (c) with reasonable notice.

**2. Payment & Scheduling of Statutory/Paid Holidays for QA Lab Employees**

In recognition of item 1, the parties agree that in the interests of managing business activities and satisfying employee expectations, the Company will offer the employees two (2) options of celebrating Statutory/Paid Holidays that occur during the unpaid period of time-off, referred to in item 1.

**Option (A)**

As per Article 17.02 Paid holiday pay will be paid on the following basis:

- (a) If a Paid holiday falls on a day that is not a regularly scheduled working day, the employees will be scheduled off on one of his regular shifts the week prior to or following the holiday.

**Option (B)**


If a Paid holiday falls during the unpaid period of time-off, but is a regular scheduled working day for other departmental employees, the employee will celebrate the Statutory/Paid holiday with pay on the day recognized by the department.

**NOTICE TO COMPANY**

Employees will indicate their preference in writing to their supervisor three (3) weeks prior to the date of the Statutory/Paid holiday in order to arrange any necessary shift coverage.


The above language agreed to, City of Guelph, this **25th** day of **August 2022**.

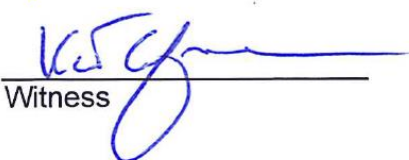
For the Employer

  
\_\_\_\_\_  
Martin Durocher

  
\_\_\_\_\_  
Witness

For the Association

  
\_\_\_\_\_  
James Moretti

  
\_\_\_\_\_  
Witness

**LETTER OF UNDERSTANDING #6**

The Company agrees, during the term of the Collective Agreement, to provide 100% coverage of eligible prescription drugs as determined by the insurer, for participating eligible employees under the existing Extended Health Care & Dental Plan.

For all employees hired after the date of ratification of this agreement, the Company agrees, during the term of the Collective Agreement, to provide 90% coverage of eligible prescription drugs as determined by the insurer, for participating eligible employees under the existing Extended Health Care & Dental Plan.


The above language agreed to, City of Guelph, this 25<sup>th</sup> day of **August 2022**.

For the Employer

  
\_\_\_\_\_  
Martin Durocher

  
\_\_\_\_\_  
Witness

For the Association

  
\_\_\_\_\_  
James Moretti

  
\_\_\_\_\_  
Witness

**LETTER OF UNDERSTANDING #7**

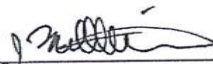
General Labourers will, effective January 1, 2020, be red circled at the highest Tier 2 wage rate. General Labourers will operate all machines except the Filler(s) and labeler.


The above language agreed to, City of Guelph, this **16th** day of **December 2021**


For the Employer

  
\_\_\_\_\_  
Martin Durocher

For the Association

  
\_\_\_\_\_  
James Moretti

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**Letter of Understanding #8**

DD Float Position

The purpose of the DD float position is to allow bargaining unit members the opportunity to cover DD work before the company assigns that work to outside contractors and to alleviate routing and operational challenges.

The Association and the Company agree that:

1. The main duties of this position will be that of Material Handler and the “home department” will be 505 Warehouse;
2. Vacation Scheduling will be determined based on the “home department of 505 Warehouse;
3. The company reserves the right to schedule this “hybrid” position as business dictates within the Warehouse and the DD categories
4. The Company and the SEA are in agreement that the “unscheduled shift change premium” under Article 11.13 will not be paid as it relates to this role
5. For the purposes of Overtime distribution in the Direct Delivery (DZ) category, this position will not be deemed as “normally performing the work”
6. The Company agrees to staff the DD Float position with one on each shift (days/afternoons)

The above language agreed to, City of Guelph, this 7th day of December 2021.

For the Employer



Martin Durocher



Witness

For the Association



James Moretti



Witness

DEC 7, 2021