

AGREEMENT

THIS AGREEMENT MADE FROM
JANUARY 1, 2016 to DECEMBER 31, 2018

BETWEEN:

**BREWERY, GENERAL AND PROFESSIONAL WORKERS'
UNION, SEIU Local 2**

Toronto, Ontario
(hereinafter called the "Union")

OF THE FIRST PART

- and -

MOLSON BREWERIES

Toronto, Ontario
Transport Division
(hereinafter called the "Company")

OF THE SECOND PART

WITNESSETH:

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

SECTION 1 - SCOPE OF THE BARGAINING UNIT

- 1.01 The Union shall be the exclusive collective bargaining representative of all employees in the bargaining unit which consists of all employees of the Company dispatched from and out of Toronto except:
- (a) Supervisor dispatchers
 - (b) Office Staff
 - (c) Foreman and above the rank of foreman.
 - (d) Employees covered by a subsisting agreement between Molson Breweries and Canadian Union of Brewery and General Workers Component 325 or successors thereof.
- 1.02 The Company will supply to the Union a list of the above superintendents and dispatchers whose duties are mainly supervisory but who may occasionally work in emergency situations, or to train or demonstrate.

SECTION 2 - UNION SHOP

- 2.01 Each member of the bargaining unit shall be a member in good standing of the Brewery, General and Professional Workers' Union, SEIU Local 2.

- 2.02 The Union agrees that any employee engaged by the Company to work in the bargaining unit who is satisfactory to the Company will be allowed to make application for membership in the said union on payment of the regular initiation fees and monthly dues, and will not be denied membership without just cause.
- 2.03 Whenever an employee is suspended or expelled, the Union will give the Company in writing the reason for such action.

SECTION 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, discharge, transfer, promote, demote or discipline employees provided that the claim that an employee has been discharged, transferred, demoted or disciplined without just cause may be dealt with as hereinafter provided.
- 3.02 It is understood that in exercising these functions the Company must conform to all other clauses of this Agreement. When an employee is disciplined or discharged the appropriate Steward and the Union Secretary will be given in writing reasons for such action.

SECTION 4 - CHECK-OFF

- 4.01 The Company agrees to provide for the convenience of its employees a voluntary revocable check-off arrangement which will permit the employees to have their regular dues and assessments deducted from their pay. The Company shall forward the amount so deducted to the Treasurer of the Union no later than the tenth day of the month following the date on which the dues and assessment deductions have been made, together with a list of the employees, giving particulars of those who have been terminated or who have been laid off since the previous list was forwarded.

SECTION 5 - HIRING PRACTICE

- 5.01 The Union will forward to the Company at regular monthly intervals a list of unemployed members. The Company agrees to give preference in hiring to such unemployed members, having the required qualifications, who have previously worked for the Company, or in a brewery, in the same locality in which the Company operates, with the exception of those whose previous employment was unsatisfactory.
- 5.02 In the event that the Company engages new employees not already on the list of unemployed members, it is agreed that these new employees will be required to sign a dues authorization card at the time of hiring. The Company shall promptly notify the Steward and the Union Secretary when a new employee is engaged.

SECTION 6 - UNION ACTIVITIES

- 6.01 No employee shall be discriminated against or discharged for his activity as a Union member or for doing committee or other work for the Union, provided, however, that permission from the employer is obtained if such activities occur during working hours and interfere with the employee's normal duties on behalf of the Company. It is agreed that such permission, if requested, will not be unreasonably withheld in any instance.
- 6.02 The Company agrees to grant leave of absence for a period of not more than 12 months, or for the balance of the duration of this Agreement, whichever is the longer, to any employee who has been elected or appointed as an official of the Union, if such duties require him to have leave of absence from his Company duties on a full time basis.
- 6.03 Employees on such leave of absence may be continued as active members of the pension and welfare plan upon payment of the total contributions whether from the Union or from the employee concerned. During such periods of leave of absence the employee's seniority shall continue to accumulate as if he were employed at his regular post by the Company.
- 6.04 Upon written application of the Union, the Company agrees to grant an educational leave of absence, without loss of regular pay, not to exceed three normal working days in any one calendar year, to two Union executives, elected Stewards, Alternate Stewards as defined in the

Grievance Procedure Section. Such educational leave shall be so arranged between the Company and the Union so as to minimize disruption of the Company's operation.

SECTION 7 - INJURY OR ILLNESS

- 7.01 Sickness or disability resulting from an accident shall not be sufficient cause for discharge. Upon recovery the employee shall receive his former position or some other suitable job in his department if held by an employee with less seniority, if the recovered employee is capable of performing the job in a satisfactory manner. This clause shall also apply in the event of a driver who is required to have a Class A license and loses his license on account of failing to meet Government standards for a Class A license. This will not apply in the event of the loss of a driver's license for any other reason.
- 7.02 If an employee is injured on the job and cannot complete his shift, he will be sent home and paid for the balance of the shift.

SECTION 8 - DEFINITION OF SENIORITY

8.01 A seniority list will be established and seniority shall be based upon total length of service with the Company, provided however that this shall not affect the present seniority status of any member of the bargaining unit.

8.02 **EMPLOYEE DEFINITIONS**

A. **Probationary Employee**

A probationary employee is one who has been hired with a view to his becoming a regular employee.

B. **Temporary Employee**

A temporary employee is one who has been hired for seasonal periods, vacation and illness relief, short term temporary requirements or emergency situations.

C. **Regular Employee**

A regular employee is one who:

- (i) has actually worked for a period in excess of one hundred and thirty-two (132) working days in a twelve-month period as a temporary employee, or
- (ii) has actually worked in excess of ninety (90) working days as a probationary employee, or

- (iii) having been reclassified from temporary to probationary status, has actually worked in excess of a total of ninety (90) working days from the commencement of his last employment with the Company.

8.03 SENIORITY STATUS

A. Probationary Employee

A probationary employee shall be placed on the seniority list of the department in which he completed the probationary period and his seniority date shall be determined by selecting a date 90 working days earlier than his 90th working day, provided that such date shall not be earlier than his actual date of hire.

B. Temporary Employee

A temporary employee shall be placed on the seniority list of the department in which he completed the temporary period and his seniority date shall be determined by selecting a date six calendar months earlier than his 132nd working day, provided that such date shall not be earlier than his actual date of hire.

8.04 Insurance and Welfare entitlements will commence upon attainment of regular employee status.

8.05 If a probationary or temporary employee is injured or suffers an industrial illness which entitles him to Worker's Compensation coverage, the time periods referred to in

8.02 above shall be increased by the number of days for which he was covered by Compensation, provided however that he shall not be given a seniority date earlier than his actual hiring date.

8.06 Seniority lists shall be revised and posted every six months.

SECTION 9 - TERMINATION OF SENIORITY

9.01 Seniority shall cease and employment shall be terminated for any of the following reasons:

- (a) If an employee quits;
- (b) If an employee is absent from work for 3 consecutive days without having notified the Company and received permission to be absent in advance where that is possible.
- (c) If an employee has been laid off and fails to report to work within 7 days after written notice to report to work has been sent by registered mail to his last address registered with the Company; provided that when an employee is recalled to work and does not report within 48 hours, the Company may recall the next employee in line, but he is subject to being displaced if the first employee recalled does report within 7 days;
- (d) If an employee has been discharged for just cause;

- (e) In case of lay-off for a period of 12 months, unless this period has been extended because the employee was granted leave of absence for sickness or other reasons.

SECTION 10 - APPLICATION OF SENIORITY TO REDUCTION OF FORCE IN A DEPARTMENT AND RECALLS

- 10.01 In the event that it is necessary to reduce the working staff because of lack of work, the reduction shall be accomplished as follows:
 - (a) The Company shall first lay off probationary or temporary employees, and until all probationary and temporary employees have been laid off no employee with seniority shall be laid off;
 - (b) If further reductions in staff are necessary the most junior employees on the seniority list shall first be laid off;
 - (c) Both shop stewards in the Toronto Garage and the Plant Chairman designated by the Union, shall be exempt from any lay-off so long as there is work which they can perform satisfactorily.
- 10.02 In all cases employees who are transferred to a different job as a result of the application of these seniority rules must be able to perform the job satisfactorily, and must accept the rate of the job to which they are assigned.

- 10.03 When the working force is increased following a lay-off, the employees will be recalled to their former jobs in order of seniority.
- 10.04 The Guaranteed Wage Plan, which is a supplement to this Agreement, is intended to provide assistance for those eligible employees who have one or more years of seniority who are laid off as a result of the application of the above clauses, and is not to be construed as authorization to alter existing practices.

SECTION 11 - EMPLOYMENT INSURANCE FORMS

- 11.01 An employee on being laid off shall receive such documents as required by the Employment Insurance Commission to enable him to make a claim for benefits or to accept a temporary job elsewhere during the lay-off. In either case, a regular employee shall retain all his rights and privileges under this Agreement, provided that he reports for work within seven days after written notification to report for work has been sent to his last address registered with the Company.

**SECTION 12 - APPLICATION OF SENIORITY TO PROMOTIONS
OR VACANT POSITIONS**

- 12.01 Opportunities for promotions or vacancies which occur or which are likely to occur in the bargaining unit will be posted by the Company for the information of the employees throughout the bargaining unit for a period of five working days, and the Company will consider all applications for such positions which are received.
- 12.02 When filling such vacancies the qualifications of the employees shall be given primary consideration, and if there is any choice to be made between two or more employees within the bargaining unit having sufficient qualifications, the most senior employee in terms of Company service shall be given the position. Employees in the bargaining unit having sufficient qualifications shall receive the job in preference to persons outside the bargaining unit.
- 12.03 The Company may fill any position temporarily, either before or after posting, but shall not be obligated to try out all applicants, nor is the Company obligated to fill vacancies by promotions or transfer from within the bargaining unit.
- 12.04 Regular employees who are on vacation for the total period during which a job is posted under 12.01 above, shall have two (2) calendar weeks after the expiry date of the posting in which to apply.

SECTION 13 - STATUTORY HOLIDAYS

13.01 The Company will observe the following Plant Holidays as outlined below:

	<u>2016</u>	<u>2017</u>
New Year's Day	Thu. Dec 31 2015	Mon. Jan. 2
January 2nd	Fri. Jan 1	Tue. Jan. 3
Family Day	Mon. Feb. 15	Mon. Feb. 20
Good Friday	Fri. Mar. 25	Fri. Apr. 14
Easter Monday	Mon. Mar 28	Mon. Apr. 17
Victoria Day	Mon. May 23	Mon. May 2
Canada Day	Fri. Jul. 1	Fri. Jun. 30
Civic Holiday	Mon. Aug. 1	Mon. Aug. 7
Labour Day	Mon. Sept. 5	Mon. Sept.
Thanksgiving Day	Mon. Oct. 10	Mon. Oct. 9
Christmas Day	Mon. Dec. 26	Mon. Dec. 25
Boxing Day	Tue. Dec. 27	Tue. Dec. 26
	<u>2018</u>	
New Year's Day	Mon. Jan. 1	
January 2nd	Tue. Jan. 2	
Family Day	Mon. Feb 19	
Good Friday	Fri. Mar. 30	
Easter Monday	Mon. Apr. 2	
Victoria Day	Mon. May 21	
Canada Day	Mon. Jul. 2	
Civic Holiday	Mon. Aug. 6	
Labour Day	Mon. Sept.3	
Thanksgiving Day	Mon. Oct. 8	
Christmas Day	Tue. Dec. 25	
Boxing Day	Wed. Dec. 26	

And one additional day per year if declared by the Provincial Government.

- 13.02 Employees on the seniority lists and probationary employees who have completed 30 days of work for the Company since their most recent date of hire, will receive 8 hours straight time pay for each of such holidays without being required to work on such days provided that:
- (a) the employee has worked at least 5 days during the 20 working days immediately preceding the day on which such holiday is observed, and
 - (b) the employee has not been absent without permission on the last work day scheduled for him immediately prior to the day on which the said holiday is observed or the first work day scheduled for him immediately after the day on which the said holiday is observed.
- 13.03 When an employee is required to work on the day on which one of the above holidays is observed, he shall receive time and one half for the hours worked in addition to pay for the holiday.
- 13.04 In a calendar week in which one or more statutory holidays is observed, the number of days in that week which may be worked at straight time shall be reduced by the number of such holidays.

- 13.05 When any of the Plant Holidays listed in Article 13.01 are observed during an employee's vacation he shall receive one day's pay for each of such holidays in addition to his regular vacation payment.
- 13.06 In the event the Brewer's Warehousing Company stores are not permitted to open for sale to the public throughout the entire Province by virtue of an edict of the Liquor Control Board of Ontario, highway tractor drivers and local and city drivers will be credited with 8 hours pay without being required to work. Should such a day occur during the driver's vacation, he will receive pay for that day in addition to his vacation pay.
- 13.07 In any work week in which an L.C.B.O. Holiday, which is not Province-wide is declared and in which a driver has worked less than 40 hours, solely because of the holiday, the Company will credit the driver with sufficient hours, up to a maximum of 8 hours, to bring his total hours for that week to 40 hours. Drivers required to work on the holiday will do so at straight time.

SECTION 14 - VACATION PLAN

14.01 Vacation Leave

An employee continuously absent from work for a period in excess of 104 weeks shall not be entitled to any vacation entitlement thereafter until further entitlement is earned by resumption of active service.

14.02 Near the conclusion of the vacation year, an employee with unused vacation entitlement who is then in receipt of Weekly Indemnity or Long Term Disability benefits and who has not been continuously absent from work in excess of 104 weeks shall:

1. cease to receive such benefits and be placed on vacation leave until his unused vacation entitlement is exhausted; and,
2. resume receipt of disability benefits, if still qualified, once his vacation credits are exhausted;

An employee whose disability benefits are interrupted as described above, shall have his eligible benefit period extended by the number of weeks for which he has been placed on vacation leave by the Company pursuant to this clause.

14.03 As of May 1 in each calendar year vacation leave will be established for all regular employees according to the following scale:

- (a) regular employees who have achieved seniority as of May 1st 1 week.
- (b) regular employees who have one year or more of seniority as of May 1st 2 weeks.
- (c) regular employees who have 3 or more years of seniority as of May 1st 3 weeks.

- (d) regular employees who have 8 or more years of seniority as of May 1st 4 weeks.
- (e) regular employees who have 15 or more years of seniority as of May 1st 5 weeks.
- (f) regular employees who have 20 or more years of seniority as of May 1st 6 weeks.
- (g) regular employees who have 25 or more years of seniority as of May 1st 7 weeks.

The initial establishment of the fourth, fifth, sixth and seventh week of vacation will be made with reference to the employee's seniority anniversary date as though established as of May 1st.

14.04 Vacation Time

Summer vacation shall be limited to two consecutive weeks which shall be scheduled in the fourteen week period commencing on the second Monday in June. Additional vacation leave shall be scheduled during the slack periods outside the regular summer vacation period. It is further agreed that during the period May 1st to the beginning of the summer period a maximum of 2 drivers per week will be allowed vacation.

Vacations are to be granted by seniority and within occupational groups where applicable.

All vacation leaves must be taken within 12 months after they have been established on any May 1st, and except

as provided in Section 14.05 an employee is not to remain at work during a vacation leave.

14.05 Vacation Pay

For each week of vacation leave an employee shall receive forty (40) hours' pay at his current hourly wage rate, except that with respect to the first two weeks of vacation taken after May 1st in any year payment shall be at the rate of 4% earnings during the 12-month period preceding May 1st if the employee has lost fifty days or more in the said 12-month period because of lay-off or other absence not due to illness or accident.

An employee who is to be paid on a percentage basis for his first two weeks of vacation may elect to remain at work and receive the 4% payment without taking any time off. Payment to be made when requested by the employee during the summer vacation.

14.06 Vacation Bonus

In addition to the normal vacation pay provided by Section 14.05, a vacation bonus for certain employees will be established on May 1st of each year when vacation leaves are established assuming that all vacation leaves will be paid for on the basis of wage rates then in effect.

The bonus will be paid in a lump sum on the pay day prior to July 1st in each year except that any employees who take vacation subsequent to May 1st and prior to

July 1st may request their vacation bonus upon one week of advance notice.

As of May 1st of each year employees who have three years or more seniority will be paid a vacation bonus of 20% of their normal vacation payment.

SECTION 15 - VACATION PAYMENT ON TERMINATION

15.01 All terminations shall be handled on the following basis:

- (a) Employees who had received their vacations earned as of May 1st prior to termination shall receive a pro rata payment of 4%, 6%, 8%, 10%, 12% or 14% as applicable of earnings from May 1st to date of termination.
- (b) Employees who had not received their earned vacation as of May 1st prior to termination shall receive their regular vacation pay in addition to a pro rata payment of 4%, 6%, 8%, 10%, 12% or 14% as applicable of earnings from May 1st.
- (c) Temporary employees shall be entitled only to vacation pay in accordance with provisions of the Employment Standards Act.

On termination, an employee will receive any vacation bonus to which he is entitled.

SECTION 16 - REPORTING ALLOWANCE

- 16.01 When a Driver reports for work at the customary time scheduled for him without being notified to the contrary and is assigned less than the equivalent of six (6) hours work, he shall be paid at least six hours at straight time rate.
- 16.02 It is understood that an employee may be assigned under such circumstances to work other than his regular assignment.
- 16.03 When an employee is called in for break-down or emergency work after leaving the garage following his scheduled day's work, and before returning to work for his scheduled day's work, and is assigned less than four hours of extra work outside of his scheduled day's work, he shall be paid for at least four hours at the appropriate overtime rate in addition to payment at straight time for any hours worked by him during his scheduled day's work; except that if so called in within one hour before his scheduled starting time he shall be paid only for such extra time worked at the appropriate overtime rate and at straight time for the scheduled hours worked.

SECTION 17 - PAY DAY

- 17.01 A regular weekly pay day shall be established by the Company, and the employees shall receive their pay on that day.
- 17.02 The Company may pay by cheque or by direct deposit to the employee's bank account. The employee shall receive a statement specifying the number of hours covered by the payment received, with particulars of deductions, and extras, if any. If the Company chooses the direct deposit option, employees will be required to provide the necessary bank account information.
- 17.03 In the event that an error is made by an employee in the submission of his time sheet of eight (8) hours or more equivalent pay, the Company will prepare a manual cheque for the underpayment. Should the error be less than eight (8) hours or result in an overpayment the adjustment shall be made at next pay.

SECTION 18 - RATES FOR TRANSFERRED EMPLOYEES

- 18.01 Employees who are transferred pursuant to the seniority provisions in order to avoid laying them off shall immediately take the rate for the job to which they are assigned.

- 18.02 Employees who are temporarily transferred to a vacant job for the convenience of the Company shall continue to receive their usual rate.
- 18.03 Employees who are temporarily transferred to a higher rated job for the convenience of the Company shall continue to receive their usual rate unless the transfer continues for one or more working days, in which case they shall receive the higher rate for the job to which they are assigned for the total period of the transfer.
- 18.04 Employees who work on jobs having two rates, if they work for 20 hours per week on the higher rated job they shall be paid at the higher rate for all of that week.

SECTION 19 - PROTECTIVE CLOTHING AND UNIFORMS

- 19.01 Work gloves, rainwear shall be furnished to all employees when and where necessary.
- 19.02 All regular employees will be issued, at Company expense, with safety shoes/boots, at a maximum of \$150.00 per year.

Effective January 1, 2010, all regular employees not issued rubber boots as their regular footwear will be provided, at Company expense, with safety shoes/boots, at a maximum of \$150.00 per year.

SECTION 20 - GRIEVANCE PROCEDURE

20.01 The Company acknowledges the right of the Union to select a reasonable number of Stewards to assist employees in presenting complaints or grievances to the Company. There shall be an alternate Steward who shall act in the absence of the regular Steward.

20.02 For the purpose of the grievance procedure the chief dispatcher or mechanical superintendent shall represent the Company in the first step of the grievance procedure.

20.03 The procedure for handling complaints or grievances shall be as follows:

An employee who has a complaint or question shall ordinarily discuss the matter with the chief dispatcher or mechanical superintendent. If this does not satisfy him, or if for any reason his complaint is of such a nature that he prefers to refer it to his Steward first he may do so.

20.04 Step No. 1

If a complaint or grievance is referred by an employee to his Steward and the Steward considers that there may be a reasonable basis for the complaint or grievance, he shall present the matter to the chief dispatcher or mechanical superintendent of the employee involved, within five (5) working days from the time such grievance arose or became apparent, and shall endeavour to arrange a satisfactory settlement. A grievance presented after the aforementioned time limit shall not be arbitrable.

If such settlement cannot be arranged, the Steward shall then state the grievance in writing, in duplicate, and give the chief dispatcher or mechanical superintendent 2 working days to provide a written answer. If this answer is not satisfactory the next step of the procedure may be invoked.

20.05 Step No. 2

Two copies of the written grievance shall be forwarded to the Personnel Manager by the chief dispatcher or mechanical superintendent at the request of the Steward. The Personnel Manager shall confer with the Plant Chairman, or his alternate, the relevant steward and one or two additional representatives of the Union's choice may be present if requested by either the Personnel Manager or the Union. If the matter is settled, the settlement shall be stated in writing and signed by the Personnel Manager and the Union. If it is not settled within two working days, Step No. 3 may be invoked.

20.06 Note: With respect to grievances involving discharge, the grievance shall be put in writing by the Steward and Step No. 1 shall be omitted, and the grievance shall be dealt with by starting with Step No. 2 herein.

20.07 Step No. 3

The grievance may be referred to arbitration upon the written request of either the Company or the Union. In such case, the referral will be made within sixty (60) calendar days of the second step reply.

- 20.08 The issue to be arbitrated shall be the written statement of the grievance and the answers of the various management officials who have previously dealt with the matter.
- 20.09 It is agreed that any issue to be arbitrated shall be submitted to a single arbitrator mutually agreed upon. If the parties are unable to agree upon an arbitrator within a period of 10 days from the date of the reference to arbitration, either party may apply to the Ministry of Labour for a list of arbitrators and an arbitrator shall be appointed in accordance with the Ontario Labour Relations Act and Regulations.
- 20.10 The decision of the arbitrator to be final and binding on the parties hereto.
- 20.11 The reasonable cost of such arbitration, including the fees and expenses, stenographic service, etc., of the arbitrator shall be equally shared by both parties to this Agreement.

SECTION 21 - NO-STRIKE CLAUSE

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

- 21.02 It is also agreed that if any dispute arises between the parties to this Agreement concerning the general policy of either the Union or the Company which affects the orderly administration of this Agreement that either party may invoke the grievance procedure and arbitration beginning with a conference at Step No. 2.

SECTION 22 - BEREAVEMENT ALLOWANCE

- 22.01 Should a bereavement occur in a regular employee's immediate family (members of his household including same sex partner, parents, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law) he may request a bereavement leave, and he shall be granted such time off with pay as is reasonable under the circumstances to enable him to look after funeral arrangements or to attend the funeral. The extent of such leave shall be at the discretion of the Company, depending upon the time of the bereavement in relation to his regular time off, the distance to be travelled, etc. The general standard of bereavement time off shall be three (3) consecutive days.
- 22.02 Providing prior permission is received, in the event an employee attends the funeral of other in-laws not listed above or of a grandparent or grandchild, on a regular scheduled work day, time off with pay shall be granted.

SECTION 23 - WELFARE PLAN

- 23.01 The Company will provide a Welfare Plan for all employees, particulars of which will be provided in a separate booklet. The Company is not the insurer of the Welfare Plan and the terms and conditions set out in the Collective Agreement shall be governed by the contract with the insurers.

SECTION 24 - PENSION PLAN

- 24.01 The Company will provide a Pension Plan for all employees in the bargaining unit, details of which are the subject of a separate Memorandum of Agreement.

SECTION 25 - NOTICE BOARDS

- 25.01 A notice board shall be supplied by the Company, large enough to accommodate Union notices.
- 25.02 Notices relevant to Union activities can be posted if properly signed by authorized Union personnel.

SECTION 26 - PICKET LINE

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

SECTION 27 - CLASSIFICATION AND RATES

	<u>Effective Jan.1/16</u>	<u>Effective Jan.1/17</u>	<u>Effective Jan.1/18</u>
Regular employees except those who attain the status of regular employee after January 1, 2000			
<hr/>			
Tractor Trailer Driver	\$28.85	\$28.85	\$28.85
Wash and Fuel	\$15.50	\$15.50	\$15.50
Shunt	\$17.00	\$17.00	\$17.00
Regular employees who attain the status of regular employee after January 1, 2000			
<hr/>			
Tractor Trailer Driver	\$23.36	\$23.83	\$24.31
Wash and Fuel	\$17.65	\$18.00	\$18.36
Shunt	\$21.32	\$21.74	\$22.18
Probationary and Temporary Employees			
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Tractor Trailer Driver	\$19.70	\$19.89	\$20.09
Wash and Fuel	\$17.17	\$17.34	\$17.52
Shunt	\$18.69	\$18.87	\$19.06

Lump sum payments will be paid to regular employees except those who attain the status of regular employee after January 1, 2000 as follows:

\$1000	January 1, 2016
\$500	January 1, 2017
\$1000	January 1, 2018

27.02 Hours of Work

Section "A" - Employees Other Than Delivery Drivers

This section will apply to all employees with the exception of Drivers employed on delivery work.

Before calculating any overtime payment for hours worked in excess of fifty (50) in the week, any hours for which premium or overtime payment is payable shall first be deducted from the total hours worked.

1. Straight time rates will be paid for all hours worked up to fifty (50) on a weekly basis.
2. The rate of time and one-half will be paid for all for hours worked in excess of fifty (50) on a weekly basis.

Overtime hours shall not be used to offset the employee's normal work week.

Section "B" - Drivers Employed on Delivery Work

This Section has no application to employees other than those performing delivery work.

Delivery Drivers will be compensated by a combination of Flat Rate, Hourly Rate, Kilometer Rate and/or Pallet Handled Rate, in accordance with either (1) or (2) below, as applicable. Under no circumstance shall a Driver be compensated for the same hours or kilometers travelled under both (1) and (2).

- (1) Delivery Drivers operating within a 60 kilometer radius of dispatch location (City Drivers) will be compensated as follows:

Regular Employees except those who attained the status of regular employee after January 1, 2000:

	<u>Jan.1/16</u>	<u>Jan.1/17</u>	<u>Jan.1/18</u>
	\$	\$	\$
For Driving Time	28.85	28.85	28.85
For Pre-Trip Activities (per day)	14.43	14.43	14.43
For Post Trip Activities (per day)	7.21	7.21	7.21
For Each Trailer Drop	4.81	4.81	4.81
For Each Trailer Hook	4.81	4.81	4.81
For Pallet Loading/ Unloading (per full pallet)	.96	.96	.96
For Each Break	7.21	7.21	7.21

Regular Employees who attain the status of regular employee after January 1, 2000:

	<u>Jan.1/16</u>	<u>Jan.1/17</u>	<u>Jan.1/18</u>
	\$	\$	\$
For Driving Time	23.36	23.83	24.31
For Pre-Trip Activities (per day)	11.68	11.91	12.15
For Post Trip Activities (per day)	5.84	5.96	6.08
For Each Trailer Drop	3.89	3.97	4.05
For Each Trailer Hook	3.89	3.97	4.05
For Pallet Loading/ Unloading (per full pallet)	0.78	0.79	0.81
For Each Break	5.84	5.96	6.08

Probationary/Temporary Rate

	<u>Jan.1/16</u>	<u>Jan.1/17</u>	<u>Jan.1/18</u>
	\$	\$	\$
For Driving Time	19.70	19.89	20.09
For Pre-Trip Activities (per day)	9.85	9.95	10.05
For Post Trip Activities (per day)	4.93	4.97	5.02
For Each Trailer Drop	3.28	3.32	3.35
For Each Trailer Hook	3.28	3.32	3.35
For Pallet Loading/ Unloading (per full pallet)	0.66	0.66	0.67
For Each Break	4.93	4.97	5.02

Pre and post trip activities include, if necessary, the initial trailer hookup of the day and the final trailer drop of the day's work, circle checks, and preparing bills. Drop and Hook rate excludes the initial hook and final drop of the shift. Payment shall not be made for more than one drop and one hook per delivery location.

- 2) Delivery Drivers operating outside a 60 kilometer radius of dispatch location (Highway Drivers) will be compensated as follows:

Regular Employees except those who attained the status of regular employee after January 1, 2000

	<u>Jan.1/16</u>	<u>Jan. 1/17</u>	<u>Jan. 1/18</u>
	\$	\$	\$
Hourly Rate	28.85	28.85	28.85
For each Kilometer Driven	0.3606	0.3606	0.3606
For Pre-Trip Activities (per day)	14.43	14.43	14.43
For Post Trip Activities (per day)	7.21	7.21	7.21
For Each Trailer Drop	4.81	4.81	4.81
For Each Trailer Hook	4.81	4.81	4.81
For Pallet Loading/ Unloading (per full pallet)	.96	.96	.96
For Each Break	7.21	7.21	7.21
Per Minute	0.4808	0.4808	0.4808

Regular Employees who attain the status of regular employee after January 1, 2000

	<u>Jan.1/16</u>	<u>Jan.1/17</u>	<u>Jan.1/18</u>
	\$	\$	\$
For Driving Time	\$23.36	\$23.83	\$24.31
Kilometer Rate	0.2920	0.2979	0.3038
For Pre-Trip Activities (per day)	11.68	11.91	12.15
For Post Trip Activities (per day)	5.84	5.96	6.08
For Each Trailer Drop	3.89	3.97	4.05
For Each Trailer Hook	3.89	3.97	4.05

For Pallet Loading/ Unloading (per full pallet)	0.78	0.79	0.81
For Each Break	5.84	5.96	6.08
Multipool	5.00	5.00	5.00
Per Minute	0.3893	0.3971	0.4050

Probationary / Temporary Rate

	<u>Jan.1/16</u>	<u>Jan.1/17</u>	<u>Jan.1/18</u>
	\$	\$	\$
For Driving Time	19.70	19.89	20.09
Kilometer Rate	0.2463	0.2486	0.2511
For Pre-Trip Activities (per day)	9.85	9.95	10.05
For Post Trip Activities (per day)	4.93	4.97	5.02
For Each Trailer Drop	3.28	3.32	3.35
For Each Trailer Hook	3.28	3.32	3.35
For Pallet Loading/ Unloading (per full pallet)	0.66	0.66	0.67
For Each Break	4.93	4.97	5.02
Multipool	2.90	2.90	2.90
Per Minute	0.3283	0.3315	0.3348

Pre and post trip activities include, if necessary, the initial trailer hookup of the day and the final trailer drop of the day's work, circle checks, and preparing bills. Drop and Hook rate excludes the initial hook and final drop of the shift. Payment shall not be made for more than one drop and one hook per delivery location.

Highway Multipool Deliveries

A multipool delivery is defined as one trailer load of product which requires the driver to pick up and/or deliver at more than one geographic locations. Once the trailer is dropped that is considered as one trip. Once a new trailer is hooked this is considered a second trip. Payment for the first pick up and/or delivery is incorporated into the applicable delivery standard.

For each subsequent call the driver will be paid as follows:

Regular employees except those who attain the status of regular employee after January 1, 2000	\$5.00
Regular employees who attain the status of regular employee after January 1, 2000	\$5.00
Temporary employees	\$2.90

Premium Compensation for Delivery Drivers

Kilometers driven or hours worked that commence on a Statutory Holiday between the hours of 12:01 a.m. to 11:59 p.m. will be compensated at a premium rate of 150% of the Kilometer Rate or Hourly Rate as well as 150% of all applicable flat rates for functions performed.

Standards

The Company and the Union will develop kilometer standards for as many trips as possible and will publish the standards. For trips for which standards are not developed, the kilometers driven will be as recorded by the PEOPLENET or other similar system.

All Drivers are expected to use the most direct route on deliveries. Highway 407 usage is restricted on Saturdays and Sundays, and from 7 pm to 5 am on week days except when lane closures are in effect on the 401 or QEW, or if the 407 is the shortest route, unless prior approval has been granted by dispatch.

All Drivers are expected to attain and maintain the following standards:

- (1) For highway deliveries in excess of 60 kilometers an average of 80 km/hr.
- (2) For city deliveries (less than 60 kilometers) an average of 42.5 km/hr.

Absences

For the purpose of calculating vacation, Weekly Indemnity, and Long Term Disability benefits only, base daily earnings shall be eight (8) hours times the hourly rate for a Tractor Trailer Driver.

Delays

Downtime in excess of thirty (30) minutes will be paid at the applicable hourly rate provided that the driver notifies the dispatcher within one hour of the commencement of the downtime. No payment shall be made for the first thirty (30) minutes of downtime.

In order for a delay to be considered for payment, a detailed delay slip must be properly completed and submitted, along with a trip sheet, by each employee.

Sufficient Work

Subject to section 27.03, if work is available, all active regular drivers will be offered sufficient work each week to allow them to gross the equivalent of forty (40) hours pay at the straight time hourly rate. For each day of absence from work by the driver, for any reason, eight (8) hours [or ten (10) for those on a four day week] will be deducted from the above forty (40) hours.

27.03 Outside Trucks

The Company agrees not to use outside trucks for any delivery which is normally made by the Company's trucks and while an employee who attained the status of regular employee before January 1, 2000, who is qualified to drive, is laid off.

27.04 Expenses

The Company will pay for the overnight accommodation when required. Except in emergency situations, drivers will stay at Company approved hotels/motels where charge accounts are maintained and allow an extra \$15.00 on such occasions. Should it become necessary to change the use of these approved hotels/motels, the matter will be discussed with the Union Executive.

Effective January 1, 2010, drivers will stay at Company approved hotels/motels where charge accounts are maintained and allow an extra \$15.00 on such occasions.

27.05 An employee will be entitled to two (2) fifteen (15) minute breaks per work day provided that he has worked a minimum of six (6) hours that workday. An employee who works less than six (6) hours is entitled to one fifteen (15) minute break. Employees are expected to use and log their allotted breaks.

27.06 **Hold-Over Allowance**

If a driver is held up because of mechanical breakdown, road conditions, or weather conditions, and obliged to hold up for one or more than one full day, he will, in addition to his breakfast allowance, be reimbursed for reasonable amounts for lunch and dinner upon presentation of valid receipts, and will be credited with eight hours' work for each day held over.

27.07 **Jury Duty**

Should an employee be called for Jury Duty or Crown Subpoenaed witness, the Company will supplement his

jury pay or witness pay to ensure that the employee will receive totally, monies equivalent to eight (8) hours of straight time pay at his regular rate for those days he would actually have been at work during his service as a jurymen or witness.

**SECTION 28 - EMPLOYEES WHO ATTAIN THE STATUS OF
REGULAR EMPLOYEE AFTER JANUARY 1, 2000**

28.01 This Section applies to employees who attain the status of regular employee after January 1, 2000. In the event of a conflict between this Section and any other provisions of the Collective Agreement, the terms of this Section shall prevail.

A) Section 27.07 Jury Duty does not apply. Should an employee be called for Jury Duty and attend, the Company will supplement their pay for 1 day (8 hours).

B) Welfare Plan

**1. Life Insurance and Accidental Death and
Dismemberment Insurance**

Effective January 1, 2010, such employees shall only be entitled to Life Insurance and Accidental Death and Dismemberment in the amount of 1 times (X) Annual Base Salary (Base Hourly Rate X 2080 Hours).

2. Major Medical

Effective January 1, 2006, such employees shall only be entitled to coverage under the Major Medical Plan (p.84 Section 3 of the "Welfare Benefits")

Effective Jan. 1 2016, an annual maximum of \$500.00 per person for both services combined for chiropractic, massage services and hearing aids.

Notwithstanding the above-paragraph, employees who attain the status of regular employee on or after January 1, 2010 will be covered under the Molson Flex Benefits Program for Salaried Employees. (Health Care Only)

Effective January 1, 2018 a Co-pay Benefit program will begin. The employee will pay 20% of any Major Medical and Dental Benefit claims covered under the Welfare Benefit Plan.

3. Dental Plan

Basic Services

The maximum reimbursement for basic services shall be \$1,000.00 per year.

Restorative and Orthodontic Services

Effective January 1, 2006, the combined lifetime maximum for Restorative and Orthodontic Services shall be \$4,500.00.

There will be a provision for an annual re-instatement of up to \$500.00 at the beginning of each calendar year, if required, to restore such lifetime maximum to the level of \$4,500.00.

Notwithstanding the above-paragraph, employees who attain the status of regular employee on or after January 1, 2010 will be covered under the Molson Flex benefits Program for Salaried Employees. (Dental Care Only)

Effective January 1, 2018 a Co-pay Benefit program will begin. The employee will pay 20% of any Major Medical and Dental Benefit claims covered under the Welfare Benefit Plan. For Dental Benefits, major services and orthodontics will continue to be covered by the plan at the level of 75% and 50% respectively.

4. Vision Care

Effective January 1, 2006, the Company will arrange for a standard vision care plan to provide the following:

- Coverage for employees and dependents;
- Maximum of \$250.00 per person per twenty-four (24) month period.

Notwithstanding the above-paragraphs, employees who attain the status of regular employee on or after January 1, 2010 will be covered under the Molson Flex Benefits Program for Salaried Employees.

5. Sick Leave

All seniority employees at work will be paid (24) hours of Sick Leave.

In January of each year, employees at work will be paid the applicable hours of Sick Leave at their then existing daily basic wage rate as per the above.

6. Long-term disability

Long-term disability will begin at the end of the 17-week period of disability and continue until recovery or normal retirement date, whichever occurs first. The plan will provide payments of 60% of wages (hourly rate x 40) in effect at any time during the first 87 weeks of long-term disability.

Following such period, the payment will be 60% of wages (hourly rate x 40) in effect at the end of the said 87-week period. The long-term disability plan will be of a standard nature which will include an offset clause for integrating statutory payments such as Canada Pension Plan, Employment Insurance and Worker's Compensation if applicable.

Commencing after the 17th week and until 104 weeks from the date of disability, the eligibility for continuance of coverage shall be inability to do a regular job available in the Bargaining Unit. Starting at the 105th week, eligibility for benefits will depend on the employee's ability to perform duties at any job for any employer for which he is reasonably qualified by training, education or experience to perform.

7. Other Benefits

All other benefits as set out in the Welfare Plan Appendix on Pages 78 to 83 shall not apply.

C) Vacation Plan

All provisions shall apply except Section 14.06. Effective January 1, 2010, employees will be allowed to take one (1) week during the summer vacation period.

D) Pension Plan

All regular employees hired before and after January 1, 2000 will continue to participate in the Defined Benefit Pension Plan.

Effective January 1, 2016 all members in the Defined Benefit Pension Plan will start to contribute a percentage of their annual earnings towards their Defined Benefit Pension Plan.

The percentages of contribution will be as follows:

Year 2016: 4%

Year 2017: 5%

Year 2018: 5%

The annual pension contribution will have a maximum of \$3500.00 for those regular employees hired after January 1, 2000.

Employees who will reach their 30 year accrual in the pension plan will no longer contribute to the Defined Benefit Pension Plan as of that date.

The Defined Contribution Pension Plan shall apply to all regular employees who attain the status of regular employee on or after January 1, 2010.

E) The following Sections, Plans, and Letters shall have no application to such employees.

- Section 31 Separation Pay
- Section 35 Maternity / Paternity
- The Guaranteed Wage Plan
- Letter on Sickness Benefits - page 96 of the Collective Agreement
- Letter on WI / WCB Advance - page 104 of the Collective Agreement

SECTION 29 - DISCIPLINE

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

SECTION 30 - DUPLICATION OF BENEFITS

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

SECTION 31 - SEPARATION PAY

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

- (a) if he is terminated for a reason other than set out in subsection .02;
- (b) if he is laid off and on any date during his layoff the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided he is not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;

- (c) in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months he may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;
- (d) If he is ultimately designated for indefinite lay off as a result of a major technological change as provided in Section 33.02.

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

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

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

- (a) he quits;
- (b) he is terminated for just cause;
- (c) he is terminated under Section 9.01 of this collective agreement;

- (d) he has been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless
 - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
 - (ii) the direction or decree purports to change the method of beer distribution or beer retailing within the Province;
- (e) he has been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God;
- (f) he is laid off and has arranged with the Company to take leave of absence without pay for a specific period in lieu of his layoff;
- (g) he is in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Worker's Compensation Act;
- (h) he is entitled to receive any pension under the Company or Government Pension Plan.

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

- (a) one week's base earnings (computed on the basis of his hourly rate in effect as of time of layoff) multiplied by the number of his completed years of seniority (as used for vacation entitlement) as of the last day he actively worked in the Bargaining Unit, plus
 - (b) for employees classified as probationary or regular employees prior to March 21, 1988, an additional Three Hundred and Seventy-five Dollars (\$375.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. However, such eligible employee who applies for separation pay at the time he first becomes eligible therefore shall have his separation pay under this part (b) calculated as Seven Hundred and Fifty Dollars (\$750.00) multiplied by his completed years of seniority used in (a) above to a maximum of 15 years. If there is a permanent closure of the brewery (or complete retail and/or distribution operations of Brewers Retail), the 15 year maximum is replaced with a 22 year maximum.
- 31.04 The Company shall be authorized to deduct from any separation pay payable to an employee hereunder the amount of any Guaranteed Wage Plan payment made to such employee which the employee was not entitled to receive.
- 31.05 If an employee applies for and accepts a separation payment hereunder, his employment is terminated and his seniority and other rights under the Collective Bargaining Agreement are cancelled.

SECTION 32 - UNEMPLOYMENT INSURANCE
PREMIUM REBATE

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

SECTION 33 - TECHNOLOGICAL CHANGE

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

- (a) The Company will give the Union notice of such technological change at least sixty (60) days before the date on which the technological change is to be effected. After giving notice, the Company shall identify by job classification, the number of jobs to be displaced. The jobs to be displaced shall be grouped by the Company for the purposes of paragraph (c) herein.
- (b) The Company will meet and discuss with the Union the re-deployment of the affected regular employees in accordance with the provisions of the Collective Agreement and the provisions as set out in the Guaranteed Wage Plan (G.W.P.); and, in so doing, shall designate the employees to be indefinitely laid off;

- (c) During the first thirty (30) days of the notice period and prior to effecting any layoffs or separations under the Collective Agreement, the Company shall canvass employees eligible for special early retirement ("eligible employees") as to their willingness to elect special early retirement. Such eligible employees shall be approached within each group determined in paragraph (a) in order of seniority and, if they choose to take special early retirement within the above thirty (30) day period and actually retire within thirty (30) days thereafter, will receive a Technological Change Bonus (TCB). The TCB will be determined by dividing the total amount of the separation pay entitlement of all the employees designated for indefinite layoff in paragraph (b) above, by the total number of employees so designated. The number of special early retirees in any group who may receive the TCB will not exceed the number of jobs in that group which are to be permanently displaced by the technological change and, if a greater number of eligible employees in any group so elect to take special early retirement, the TCB will only be paid to the most senior of them.

33.02 If:

- (a) the number of eligible employees in any group who elect to take special early retirement is less than the number of jobs in that group to be permanently displaced by the technological change, or
- (b) the Company did not anticipate the number of layoffs but the introduction of the major technological change actually directly results in the indefinite layoff of ten (10) or more regular employees, the following provisions shall apply:
 - (i) the employees ultimately designated for indefinite layoff hereunder will be permitted to elect separation and to terminate from the Company prior to their scheduled date of layoff. Those employees so electing and terminating from the Company shall be entitled to receive the amount of separation payment calculated in accordance with Section 30 hereof. If any of those employees were classified as probationary or regular employees prior to March 21, 1988, their separation payment calculation shall include an additional One Thousand Dollars (\$1,000.);
 - (ii) those employees designated for indefinite layoff hereunder who do not elect to terminate from the Company pursuant to the provisions of the preceding paragraph, and who are eligible for participation in the Guaranteed Wage Plan, shall receive the benefits provided

for under the Plan. In addition, such employees shall receive an additional eight (8) weeks of benefit entitlement under that Plan, subject to the following conditions:

- (a) an employee may use the additional eight (8) weeks of entitlement only once during his employment, and notwithstanding Section 8 of the Plan, the eight (8) weeks can never be restored;
- (b) the additional eight (8) weeks of entitlement shall be the first weeks used.

SECTION 34 -NON-DISCRIMINATION/NON-HARASSMENT

The Company and the Union agree that there will be no Discrimination or Harassment practised which is contrary to the Ontario Human Rights Code (O.H.R.C.).

SECTION 35 -MATERNITY/PATERNITY

Employees will be granted maternity / parental leave in accordance with the Employment Standards Act.

Regular employees on Maternity or Parental Leave will continue to receive coverage for the following benefits: life insurance, accidental death and dismemberment, major medical and dental, in addition to coverage under the terms of the pension plan.

All regular employees who are eligible for Employment Insurance benefits are eligible to receive top up benefits if they have been a regular employee for at least twelve consecutive months prior to the date of the commencement of the leave.

Amount of Benefit

For the two week EI waiting period, 60% of pre-leave weekly base earnings.

For a maximum of fifteen (15) weeks thereafter, assuming an EI weekly benefit of \$413.00, a top up equivalent to 60% of the employee's regular pre-tax earnings, less any EI benefits received for the period.

Notwithstanding the foregoing, in no case will the Company be required to make up the difference should the level of weekly EI benefits fall below \$413.00. In the event that the level of EI benefits should increase, this shall reduce the supplement to be provided by the Company.

SECTION 36 - TERMINATION CLAUSE


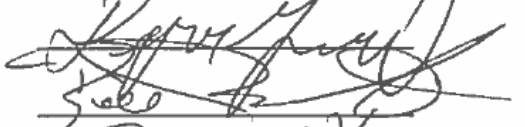
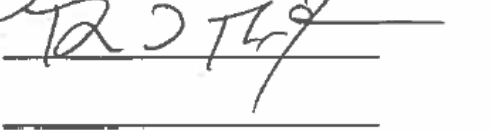
- 36.01 This Agreement shall be in full force and effect from the 1st day of January, 2016 and shall continue to the 31st of December, 2018 and shall automatically continue from year to year for periods of one year at a time, unless either party serves notice on the other party not more than ninety (90) days and not less than thirty (30) days prior to an annual expiry date stating that negotiations for amendments are desired.
- 36.02 When such notice has been given by either party bound by this Agreement, the parties shall meet within fifteen (15) days from the giving of the notice or within such further period as the parties may agree upon, and they shall bargain in good faith and make every reasonable effort to make a collective agreement.
- 36.03 A written list of the proposed changes shall be submitted at least thirty (30) days before the expiration date.

36.04 All conditions of this Agreement are to remain in full force and effect until negotiations are completed and/or conciliation proceedings exhausted.




**SIGNED ON BEHALF OF
THE UNION BY:**

**SIGNED ON BEHALF OF
THE COMPANY BY:**

FOR THE UNION

FOR THE EMPLOYER

GUARANTEED WAGE PLAN

THIS AGREEMENT MADE FROM
JANUARY 1, 2016 to DECEMBER 31, 2018

**MOLSON BREWERIES
TORONTO, ONTARIO
Transport Division**

- and -

**BREWERY, GENERAL AND PROFESSIONAL WORKERS'
UNION
TORONTO, ONTARIO**

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

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

NOW THEREFORE the Parties agree to the continuation of the Guaranteed Wage Plan as hereinafter set forth with such continuation to become effective on the 1st day of September, 2000 or on any later date on which approval for continuation has been received from the Federal Government holding that:

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

1. Purpose

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

2. Eligibility for Participation in the Plan

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

Notwithstanding the above, employees not classified as regular employees prior to March 21, 1988 shall not be eligible to participate in this Plan until September 1st of the year following the employee's attainment of three (3) years of seniority.

3. Exceptions

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

- (a) Employees who have been laid off for disciplinary reasons and if such lay-off is questioned under the Grievance Procedure of the Collective Agreement, final disposition of any grievance will determine the employee's status under the Plan.
- (b) Employees who have been laid off because of any strike, lock-out, slow-down, picketing, or other action by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by any of the Unions which were party to the Ontario Industry Memorandum of Agreement which led to the renewal of this Plan, or by any Local thereof or successor Unions thereto.
- (c) Employees who have been terminated because of specific direction or decree from any Governmental authority which has the effect of curtailing any of the Company's operations; unless
 - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
 - (ii) the direction or decree purports to change the method of beer distribution or beer retailing within the Province of Ontario.
- (d) Employees who have been laid off because of any act of war or the hostile act of any foreign power or by

any act of sabotage or insurrection or by any act of God.

- (e) Employees who are laid off and who have arranged with the Company to take leave of absence without pay for a specific period in lieu of their lay-off. These employees will be deemed to have opted out of the Plan for such period.

4. Disqualification for Benefits

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

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

- (v) In which he is in receipt of a benefit provided by the Company's insured Weekly Indemnity or Long Term Disability Plans.
- (vi) After he has become entitled to receive any pension under the Company or Government Pension Plan.
- (vii) In respect of which he is qualified for compensation from the Worker's Compensation Board for any compensable accident or illness.

5. Definitions

For the purposes of this Plan:

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

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

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

- (a) All hours worked by the employee for the Company or for any other employer in such week, plus
- (b) All hours not worked by the employee in such week but for which he receives wages from any employer, plus

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

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

6. Benefits Provided for Laid Off Employees

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

- (1) Seventy percent (70%) for eligible employees as hereinabove defined.
- (2) The straight time hourly rate for the employee in effect as of time of layoff.
- (3) The excess of forty (40) over the compensated and available hours of the employee.

- (4) The actual benefit, if any, for which such employee is eligible under the Unemployment Insurance Act for such week.

7. Welfare Benefits During Layoff

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

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

8. Duration of Benefits

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

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

Table 'A'

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

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

Each eligible employee's weeks of benefits shall be decreased by one week for each week in respect of which he is on layoff and in receipt of benefits for more than thirty-two (32) hours; and by 4/5ths of one week for each week in which he is on layoff and in receipt of benefits for more than twenty-four (24) hours; and by 3/5ths of one week for each week in which he is on layoff and in receipt of benefits for more than sixteen (16) hours; and by 2/5ths of one week for each week in which he is on layoff and in receipt of benefits for more than eight (8) hours; and by 1/5th of a week in which he is on layoff and in receipt of benefits for eight (8) hours or less; and his weeks of benefits shall also be decreased by one week for each week in which he is on layoff but was disqualified for any of the reasons set out in subsections (i), (ii), (iii) and (iv) of Section 4.

9. Deductions

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

10. Applications

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

11. Reporting

The Company will make periodic reports to the Union weekly while employees are laid off and receiving benefits under the Plan and quarterly if no employees are on layoff, giving the Union complete information as to the number of employees who have been laid off, the duration thereof, the payments made to each individual under the Plan, the number of ineligible and disqualified employees, and such other similar information as may be relevant.

12. Duration of Agreement

This Agreement shall continue until December 31, 2018. During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations, but on the understanding that any amendments to this Agreement will not take effect any earlier than January 1, 2019.

13. Clarification Notes

- (1) Under no circumstances will the aggregate of E.I benefits plus the weekly G.W.P. benefit payable to an eligible employee exceed 95% of the employee's regular weekly wage.
- (2) Pursuant to Section 4 of the G.W.P., an eligible employee only receives the G.W.P. benefit in respect of a period in which he/she is actually in receipt of E.I. benefits with the only exception being the two week E.I. waiting period.
- (3) The employees covered by the Collective Agreement have no vested rights in the G.W.P.
- (4) Molson Breweries pays G.W.P. benefits out of its general revenue.
- (5) Molson Breweries uses either the E.I. cheque stub or the E.I. G.W.P. report to confirm the receipt of E.I. Benefits prior to paying G.W.P. benefits to any eligible employee.
- (6) Payments made out of the G.W.P. do not operate to affect the amount of severance pay to which an employee is entitled

pursuant to the Separation Pay provisions of the Collective Agreement.

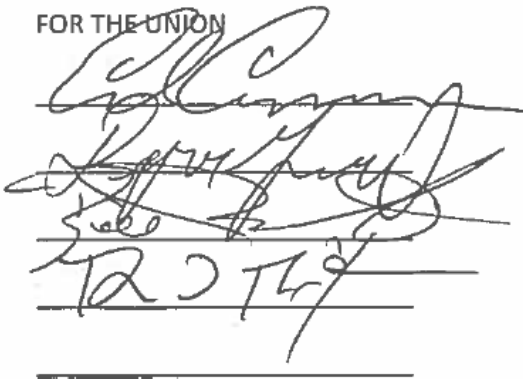
(7) The Plan is applicable only for periods of temporary layoff.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 27th day of August, 2015.

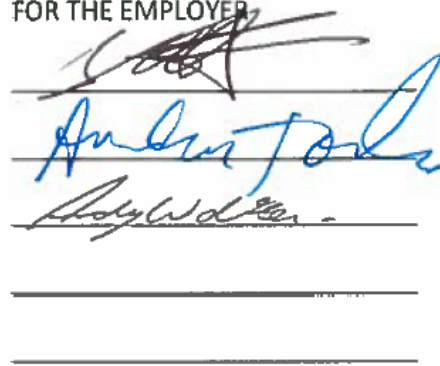
**SIGNED ON BEHALF OF
THE UNION BY:**

**SIGNED ON BEHALF OF
THE COMPANY BY:**

FOR THE UNION

Handwritten signatures for the Union, including a large signature at the top and several others below it, some appearing to be initials or names like 'R D T'. The signatures are written in black ink over horizontal lines.

FOR THE EMPLOYER

Handwritten signatures for the Employer, including a signature at the top and another signature below it. The signatures are written in blue ink over horizontal lines.

Memorandum Re: Molson Breweries Pension Plan for Hourly Employees in Ontario and Atlantic Canada (the "Pension Plan")

Provisions Applicable to Members of the SEIU Local 2, BGPWU

Preamble

This memorandum represents a summary of the pension plan benefits provided during the term of the Collective Agreement effective January 1, 2016 to December 31, 2018.

Part A - Provisions Applicable to All Members

1. Introduction

This Memorandum covers all eligible employees who are represented in collective bargaining by the Union.

Each Member will receive a certificate showing that he has been registered and enrolled under the Pension Plan.

The terms, conditions and funding arrangements of said Pension Plan will be revised in such manner and detail as in the sole opinion of Molson Canada (the "Company") are necessary or desirable to effectively and fully implement the understandings herein enumerated.

The main provisions of the Pension Plan, including amendments through to and including December 31, 2018 are summarized below. Except as may be noted in Section 11 of Part B, the

Pension Plan shall remain unchanged through to and including December 31, 2018.

2. Eligibility and Membership

All regular employees hired before and after January 1, 2000 will continue to participate in the Defined Benefit Pension Plan.

Effective January 1, 2016 all members in the Defined Benefit Pension Plan will start to contribute a percentage of their annual earnings towards their Defined Benefit Pension Plan. The percentages of contribution will be as follows:

Year 2016: 4%

Year 2017: 5%

Year 2018: 5%

The annual pension contribution will have a maximum of \$4500.00 for those regular employees except those hired after January 1, 2000 and \$3500.00 for those regular employees hired after January 1, 2000.

Employees who will reach their 30 year accrual in the pension plan will no longer contribute to the Defined Benefit Pension Plan as of that date.

Membership in the Defined Benefit Pension Plan is compulsory.

Effective January 1, 2010, a defined contribution (DC) component will be incorporated in the Pension Plan.

The employee and the employer will each contribute the same annual percentage of base hourly earnings up to a maximum of 2080 hours per year as contributions in the DC component.

Starting January 1, 2010, the defined benefit (DB) component of the Pension Plan will be closed to new entrants in the Pension Plan and all new Plan Members will go into the DC component.

Annual Company Percentage Contribution

2016 5%

2017 5%

2018 5%

Annual Employee Percentage Contribution

2016 5%

2017 5%

2018 5%

Part B - Provisions Applicable to Defined Benefit Pension Plan Members

1. Credited Service

Credited Service for periods before January 1, 2000 shall be determined as at December 31, 1999 based on terms of the Pension Plan then in effect.

For service after December 31, 1999, Credited Service shall be computed for each calendar year on the basis of one-tenth of a year for each 208 hours in respect of which Member contributions have been made, where hours shall include work performed, vacation, call-in and leave of absence such as, for example, jury duty, crown subpoenaed witness, bereavement leave and Plant Holidays. Credited Service in any calendar year shall not exceed one year and shall be calculated to the nearest one-tenth of a year.

Once the Payback End Date is reached, Credited Service shall be computed for each calendar year on the basis of one-tenth of a year for each 180 hours. Credited Service in any calendar year shall not exceed one year and shall be calculated to the nearest one-tenth of a year.

Members who are or become totally or permanently disabled, are absent and qualify for benefits under Workers Compensation, the Weekly Indemnity Plan or the Long Term Disability Plan shall continue to accrue Credited Service at the rate in effect at the commencement of the absence, but shall not be required to contribute.

In no event shall a Member's Credited Service exceed 30 years.

2. Accrued Retirement Pension

A Member's Accrued Retirement Pension under the Defined Benefit Pension Plan is a monthly amount, subject to adjustment under Section 6 of Part B, equal to the Member's Credited Service multiplied by the applicable lifetime benefit rate, as described in the following table.

Regular employees except those who attain the status of regular employee after January 1, 2000

For retirements, deaths, or terminations of employment that occur in the period:	Applicable Lifetime Benefit Rate per year of Credited Service
January 1, 2016 to December 31, 2016	\$100.00
January 1, 2017 to December 31, 2017	\$100.00
January 1, 2018 to December 31, 2018	\$100.00

Applicable to all regular employees except those who attain the status of regular employee after January 1, 2000 as follows:

Effective January 1, 2010, the 10% reduction for the survivor spouse protection referred to in the above paragraph will be amended as follows:

Year of Retirement	Reduction Factor
2016	0%
2017	10%
2018	0%

In case of termination of employment or a death in active employment, the Reduction Factor remains 10%.

Regular employees who attain the status of regular employee after January 1, 2000

For retirements, deaths, or terminations of employment that occur in the period:	Applicable Lifetime Benefit Rate per year of Credited Service
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January 1, 2016 to December 31, 2018	\$82.00
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3. Full Accrued Retirement

a) Normal Retirement - Normal Retirement date is the first day of the month coincident with or next following age 65.

On retirement at Normal Retirement date, the Member shall be entitled to a pension from the Defined Benefit Pension Plan, subject to adjustment under Section 6 of Part B, equal to his/her Accrued Retirement Pension as determined at the date of retirement.

b) 85 Point Retirement - A Member who retires from active employment and has attained age 55 and accumulated 85 points (age plus Credited Service) may elect 85 Point Retirement. Upon 85 Point Retirement the Member shall be entitled to a pension from the Defined Benefit Pension Plan, subject to adjustment under Section 6 of Part B, equal to his/her Accrued Retirement Pension as determined at the date of retirement.

4. Early Retirement

A Member who retires from active employment who is not eligible for Normal Retirement or 85 Point Retirement, and has attained age 55 and completed two years as a Member of the Pension Plan may elect Early Retirement. Upon Early Retirement the Member shall be entitled to a pension from the Defined Benefit Pension Plan, subject to adjustment under Section 6 of Part B, equal to his/her Accrued Retirement Pension as determined at the date of retirement reduced by one-third of 1% for each month by which his/her Early Retirement date precedes his/her Normal Retirement date.

5. Disability Retirement

A Member who has attained age 50 and who has completed 10 years of service, who becomes disabled, may elect Disability Retirement. Upon Disability Retirement the Member shall be entitled to receive a pension from the Defined Benefit Pension Plan, subject to adjustment under Section 6 of Part B, equal to his/her

Accrued Retirement Pension as determined at the commencement of disability.

In addition to receiving his/her Accrued Retirement Pension, upon Disability Retirement the Member will also receive a supplementary benefit of \$14.00 per month multiplied by the number of years of Credited Service. The supplement is payable to the earliest of Normal Retirement date, the death of the Member or the date the employee is eligible to receive a statutory disability or retirement benefit.

6. Joint and Survivor Pension

A Member who retires with an eligible spouse shall receive a joint and survivor pension unless the Member and spouse deliver to the Plan Administrator a written waiver of such entitlement, in the prescribed form and within the twelve month period immediately preceding retirement.

Unless the joint and survivor pension is waived, the Member's lifetime pension shall be reduced by 10% and, upon the Member's death, his/her eligible surviving spouse shall receive a pension equal to 60% of the lifetime pension being paid to the Member immediately prior to his/her death and shall continue throughout the remaining lifetime of the spouse. Further, the lifetime pension shall be subject to actuarial reduction to the extent the spouse is more than 10 years younger than the Member.

7. Benefits on Death before Retirement

If an active Member dies after age 55, his/her eligible spouse shall receive an immediate pension from the Pension Plan equal to 50%

of the Member's Accrued Retirement Pension as determined at the date of the Member's death.

In no event shall the Member's beneficiary or eligible spouse, as applicable, receive less than 100% of the value of the vested benefits earned in respect of service on or after 1986 plus a refund of contributions in respect of service before 1987.

8. Benefits on Death after Retirement

If the death of a Member occurs after his pension has commenced, any benefits due in accordance with the retirement option elected by the Member at retirement shall be paid to his eligible spouse or beneficiary.

9. Escalation of Benefits

For retirements or other terminations of employment occurring after 1999, there is no longer any commitment to escalate pension benefits.

The Board of Directors of Molson Canada may, in its sole and absolute discretion, provide *ad hoc* increases to pensions in payment.

10. Termination of Employment (Vesting)

Upon termination of employment prior to attaining age 55 but after completing two years as a Member of the Pension of Plan, a Member shall be entitled to a pension from the Pension Plan, subject to adjustment under Section 6 of Part B, commencing on

his/her Normal Retirement date and equal to his/her Accrued Retirement Pension as determined at the date of termination of employment.

11. Other Provisions

- a) As at December 31, 1999 a number of Members already in receipt of pension have entitlement to unmatured crossover benefits to be determined once they reach age 65. These entitlements are currently described in Section 6.08 of the Pension Plan. Effective December 31, 1999 the Pension Plan will be amended to provide such Members, when they reach age 65, to have his/her pension increased, if applicable, such that the new pension payable from the Pension Plan, when added to the maximum monthly pension payable under the Canada Pension Plan for an individual when retiring at age sixty-five years, produces the following monthly amount:

<u>Date Age 65 is Reached</u>	<u>Monthly Amount</u>
January 1, 2000 to December 31, 2000	\$ 2,451
January 1, 2001 to December 31, 2001	\$ 2,501
January 1, 2002 to December 31, 2002	\$ 2,551
January 1, 2003 to December 31, 2003	\$ 2,601
January 1, 2004 to December 31, 2004	\$ 2,651
On or after January 1, 2005	\$ 2,701

If the Member had completed less than 30 years of Credited Service, the new pension payable from the Pension Plan as determined above, shall be multiplied by the ratio that the Member's Credited Service bears to 30 years.

The Members pension will continue to be escalated in accordance with the provisions of Section 6.10 of the

Pension Plan as those provisions existed immediately prior to December 31, 1999.

- b) In no event will retirement benefits or contribution amounts exceed the limits for registered pension plans prescribed by Revenue Canada.

WELFARE BENEFITS

The following changes will be effective on the dates shown for each item.

Regular employees except those who attain the status of regular employee after January 1, 2000

1. **Life Insurance And Accidental Death
And Dismemberment Insurance**

Effective January 1, 2010, such employees shall be entitled to Life Insurance and Accidental Death and Dismemberment in the amount of 1 times (X) Annual Base Salary (Base Hourly Rate X 2080 Hours).

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

2. **Dental Plan**

Basic Services

The maximum reimbursement for basic services shall be \$1,000.00 per year.

Restorative and Orthodontic Services

The combined lifetime maximum for Restorative and Orthodontic Services shall be \$7,000.00.

There will be a provision for an annual re-instatement of up to \$700.00 at the beginning of each calendar year, if required, to restore such lifetime maximum to the level of \$7,000.00.

Effective January 1, 2018 a Co-pay Benefit program will begin. The employee will pay 20% of any Major Medical and Dental Benefit claims covered under the Welfare Benefit Plan. For Dental Benefits, major services and orthodontics will continue to be covered by the plan at the level of 75% and 50% respectively.

3. Major Medical

Effective January 1, 2000, the expense benefits provisions of the Major Medical Plan will provide an annual reinstatement of up to \$5000.00 at the beginning of each calendar year if required to restore the maximum to the level of \$25,000.00.

<u>Deductible</u>	<u>Single</u>	<u>Family</u>
Effective January 1, 2016	\$15	\$25
Effective January 1, 2017	\$20	\$30
Effective January 1, 2018	\$25	\$35

Effective Jan. 1 2016, an annual maximum of \$500.00 per person for both services combined for chiropractic, massage services and hearing aids.

Effective January 1, 2018 a Co-pay Benefit program will begin. The employee will pay 20% of any Major Medical and Dental Benefit claims covered under the Welfare Benefit Plan

4. Weekly Indemnity

Insured Weekly Indemnity and Long Term Disability Plans:

In case of sickness or any non-occupational accident, a weekly benefit amounting to 70% of wages (hourly rate x 40) in effect at any time during the 26-week period will be paid to eligible employees who are off work and under the care of a doctor. Payments will commence on the first day, if disability is due to an accident, and on the fourth day, if due to sickness, and will continue up to a maximum of 26 weeks for any one period of disability.

Where it is necessary for an employee to have dental surgery, claims under the Weekly Indemnity Plan will be recognized and payments will commence on the fourth day and will continue up to a maximum of two weeks for any such claim upon the receipt of the proper certification by a dental oral surgeon.

An insured Long Term Disability Plan will begin at the end of the 26-week period of disability or at the end of a continuous period of 26 weeks during which an employee has received Worker's Compensation payments and continue until recovery or normal retirement date, whichever occurs first. The Plan will provide payment of 66 2/3% of wages (hourly rate x 40) in effect at any time

during the first 78 weeks of the Long Term Plan. Following such period the payment will be 66 2/3% of wages (hourly rate x 40) in effect at the end of the said 78-week period. The Long Term Disability Plan and the Weekly Indemnity Plan will be of a standard nature which will include an offset clause for integrating statutory payments such as Canada Pension Plan and Unemployment Insurance, and in the case of Long Term Disability, will also include an offset clause for integrating Worker's Compensation.

The Company is prepared to provide the necessary monies to build up the pension of persons receiving benefits from the Long Term Disability Plan at the rate of pension accrual at the commencement of disability.

Commencing after the 26th week, and until 104 weeks from the date of disability, the eligibility for continuance of the coverage shall be inability to do a regular job available in the Bargaining Unit. Starting at the 105th week, eligibility for benefits will depend on the employee's ability to perform duties at any job for any employer for which he is reasonably qualified by training, education or experience to perform.

5. Sick Leave

In January of each year, all seniority employees at work will be paid forty-eight (48) hours of Sick Leave at their then existing daily basic wage rate. These hours are to be used to offset loss of pay caused by occasional illnesses of up to three normal working days which are not covered by the Weekly Indemnity Benefit Plan, or for going home ill for balance of shift up to eight (8) hours for each occurrence.

Employees who return to work following a disability absence after the 1st of January of each year, shall be credited with four (4) hours of straight time for each full month worked after the date they attained seniority or the date of their return from disability absence respectively.

6. Welfare Coverage For Pensioners

Future pensioners who retire under Part “B”, Section 4, 5, or 6 or qualify under Part “C”, Section 2 of the Pension Memorandum shall have continued at Company expense the following:

- (1) Life Insurance - \$7,500.00
- (2) O.H.I.P. (until age 65)
- (3) Major Medical Plan

7. Vision Care

Effective January 1, 2006, the Company will arrange for a standard vision care plan to provide the following:

- Coverage for employees and dependents;
- Maximum of \$250.00 per person per twenty-four (24) month period.

8. Same Sex Benefits

The parties agree that the terms “spouse” and “dependents” as used within the Major Medical, Dental, Optional Spousal and Dependents Life Insurance, and Voluntary Spousal and Dependents AD&D benefit insurances includes same sex partners

and dependents of same sex partners. Conditions for coverage will be the same as for common-law relationships.

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

RE: SCHEDULING VACATIONS

After January 15 of each year, a seniority employee will be by-passed for vacation selection unless he picks his vacation weeks within 5 working days after being asked.

Subsequent to the expiry of the 5 working days, if the employee then decides to choose his vacation weeks, he shall choose only those remaining weeks that are unclaimed and available to him. If an employee fails to make his selection by December 31, the company will assign employees to the remaining available weeks from January 1 through April 30.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

RE: HOURS OFF ROAD

This will confirm the Company's intention to continue the practice of scheduling a minimum of ten (10) hours off the road for the drivers. Those drivers on an overnight trip, however, will be scheduled ten (10) hours off the road unless they contact their Dispatcher and advise that they would prefer eight (8) hours.

In such cases, notification must be made to the Dispatcher in sufficient time so that schedules can be re-arranged.

In the event that legislation changes which requires the company to comply with a different practice, the parties agree to comply with the legislation.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

This will confirm the Company's intention to continue the following driver dispatch procedures during the lifetime of this agreement:

- (1) A daily dispatch schedule will be posted by approximately 2:00 p.m. each day.
- (2) Employees absent from work for unscheduled reasons, shall notify the Department and Medical Centre of their intention to return to work, no later than 11:00am on the working day immediately preceding the day of return.
- (3) The present practice of posting certain advance dispatch information weekly will continue. This posting will include approximate starting times when known.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

RE: VACATION SELECTION

This will confirm the Company's intention to adopt the following procedures during the lifetime of this agreement:

- 1) During the Christmas week, 2 drivers will be allowed service vacation.
- 2) During the week between Christmas and New Year's, 3 drivers will be allowed service vacation

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

LETTER OF INTENT
RE: DEFERRED RETIREMENT

Should mandatory retirement at age 65 be no longer permitted by law in this province and a regular employee continues in employment beyond his normal retirement date as defined in B.4 (a), the following conditions shall govern such employment and be added to the Collective Agreement.

1. So long as he continues to be employed, the employee will continue to accrue credited service in accordance with section B.2 until December 1st of the calendar year during which he reaches his sixty-ninth (69th) birthday, but not beyond the 30 years maximum.
2. The employee's Pension shall become payable as of the first day of the month immediately following the month the employee ceased to be employed with the Company or as of December 1st of the calendar year during which he reaches his sixty-ninth (69th) birthday, whichever shall first occur (the "Pension Date").

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

RE: BENEFITS/SURVIVING SPOUSE

Further to your questions regarding benefits for surviving spouses, the following will apply:

Upon the death of a pensioner who was covered under the Major Medical Plan at the time of his/her death, the surviving spouse will continue to be covered under the Major Medical Plan for retired employees, provided the surviving spouse is in receipt of the surviving spouse's pension under the Company Pension Plan.

This letter will be effective upon ratification of the Collective Agreement.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

It is our intention to continue the practice of providing legal counsel to defend a driver who is charged under the Highway Traffic Act while operating a Company vehicle during Company hours if the circumstances relating to the charge are beyond the driver's control.

This would not include moving or alcohol related offences. The Company reserves the right to investigate each incident and based on the circumstances, will then decide if counsel will be provided.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

This will confirm our understanding reached during negotiations concerning paid time off for the Plant Chairman.

The Company agrees to pay the Plant Chairman eight (8) hours per week to conduct Union business. It is understood that the eight (8) hours will be paid at straight time, and shall not be used in calculating overtime payment, nor in charging overtime hours.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

This will confirm our understanding reached during negotiations concerning the Company providing consideration with regard to a driver losing his license during non-working hours.

For Medical Reasons

Upon ratification, the Company will endeavor to provide yard work, if such work is available, and the driver is physically capable of performing the required duties. Employees assigned to this work will maintain their current hourly rate of pay.

For Non-Medical Reasons

Upon ratification, the Company will grant a leave of absence for the term of the loss of license to a maximum of one year upon the first offence. The second offence will result in termination of the employee immediately upon the date of suspension or loss of license.

Yours Truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

LETTER OF INTENT
Not to be Included in Collective Agreement
RE: SICKNESS BENEFITS

An employee's eligibility for sick days and participation in the Weekly Indemnity and Long Term Disability Plans ceases immediately upon his layoff and is reinstated upon his recall to work and completion of eight (8) hours work in the Bargaining Unit.

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

Yours truly,

Andrea Tomlin
Human Resources Business Partner

Not to be Included in Collective Agreement

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

This will confirm our understanding reached at negotiations concerning the Overtime Distribution policy whereby the Company agrees to make every reasonable effort to distribute overtime hours equitably amongst all drivers throughout the year. It is understood that any driver not working on the highway or any one day Monday through Friday will be credited the greater of five (5) hours of overtime opportunity or the number of overtime hours they worked during that week.

It is also understood that any driver off sick or absent for any other reason, excluding vacations and Union business, will be credited with a minimum of five (5) hours of overtime opportunity, or the number of overtime hours they worked during that week, whichever is greater.

Further, it is understood that any driver requesting to be taken out of the driving classification, or refusing overtime hours offered, will be credited with a minimum of five (5) hours of overtime opportunity, or the number of overtime hours they would have worked during that week.

Mr. Bridger
January 1, 2016
Page 2

For record purposes, it should be stated that the calculation of the hours as set out herein is based on the average number of overtime hours available to an employee in a week. It is understood that this average number may vary from time to time and may be subject to change.

It is further agreed that the plant chairman and the transport supervisor will meet monthly to review the status of overtime distribution amongst all drivers. The Company will endeavour to increase overtime opportunities for employees who are more than 30 hours below the group average of overtime hours.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

Not to be Included in Collective Agreement

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

This will confirm the Company's intention that should a driver be required to undergo a license retest, the Company will supply a vehicle providing it is done on the driver's own time, that the driver has a regular driver's license and that the vehicle is covered under the Company's insurance policies.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

Not to be Included in Collective Agreement

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

This will confirm the understanding reached at negotiations in which the Company agrees to pay the cost of any fine levied on a driver because of an overload or an unsafe Company vehicle, providing the driver has abided by all established Company and Ministry of Transport procedures.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

LETTER OF INTENT
Not to be Included in Collective Agreement
RE: PLANT CLOSURE

Further to our discussions during our recent negotiations about the issue of Plant Closure, the Company will give the Union six (6) months' notice of its intention to permanently close the Brewery.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

This will confirm our understanding reached at negotiations concerning job posting provisions:

- (a) The Company agrees to expand the job posting provision so that when the Company determines that a vacancy exists in Transport, the job will be posted making reference to shift. It is further agreed that the yardmen jobs will not be posted. It is also agreed that anyone assigned to a job pursuant to a posting will be required to remain in that job for a minimum of one (1) year, except that this shall not prevent the employee from bidding on another posted non-driving job.

It is understood that should a posted job be temporarily or permanently discontinued, an affected employee will have the right to bump into any other posted position on that shift except where this would result in the layoff of the employee he displaces.

It is further understood that in the case of a temporary vacancy that arises due to illness, peak periods, etc., the Company will inform the membership of the availability

cont../2

Mr. Bridger
January 1, 2016
Page 2

and fill the position(s) according to qualifications and seniority. Reductions in temporary positions will be by seniority, with the employee returning to his previous position when the temporary vacancy no longer exists.

- (b) Jobs which are not filled as a result of this procedure shall be assigned to temporary or probationary employees, if any, and thereafter to the most junior employees.
- (c) Highway trips shall be assigned to the most senior driver available. Thereafter, the next most senior driver shall be assigned to extra city runs and still more junior drivers will be assigned duties as required if available.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

This Letter of Intent will serve to confirm our understanding reached at negotiations:

The Company will, upon the request of an employee, give due consideration to advance monies pending the commencement of weekly indemnity payments, if the following conditions exist:

- (a) It is beyond the control of the employee;
- (b) A weekly indemnity claim has been properly submitted by the employee with no undue delay;
- (c) The claim has been approved and the payment of the claim is delayed.

The Company further undertakes, upon the request of an employee, to advance monies on Lost Time Workers' Compensation Claims up to weekly indemnity limits so long as the employee has complied with the proper reporting requirements under the Ontario Workers' Compensation Act.

If the claim is denied at the Claims Adjudication stage, no additional monies will be advanced.

Mr. Bridger
January 1, 2016
Page 2

Repayment of such advance will be effected immediately upon the commencement of weekly indemnity payment or Workers' Compensation Benefits.

Yours truly

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

LETTER OF UNDERSTANDING
RE: TEMPORARY EMPLOYEES

The purpose of this letter is to confirm our agreement reached during negotiations respecting amendments to the terms and conditions under which temporary employees will be employed for the duration of this Collective Agreement.

It is agreed that the terms of this Letter will override the provisions of the Collective Agreement where necessary and in the event of any conflict between this Letter and the contractual provisions. Accordingly, we have agreed that this Letter forms part of the Collective Agreement and that this Letter will terminate on December 31, 2018 unless the parties mutually agree to renew it.

The following are the amended terms and conditions for temporary employees:

cont../2

**LETTER OF UNDERSTANDING
RE: TEMPORARY EMPLOYEES
Page 2**

1. For the period of time covered by this Letter of Understanding a temporary employee may be employed beyond one hundred and thirty-two (132) working days without becoming eligible to acquire seniority and become a regular employee.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

RE: GWP APPLICATION

During the 1991 negotiations, the parties discussed certain arbitration awards concerning the application of the Guaranteed Wage Plan.

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

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

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

**LETTER OF UNDERSTANDING
RE: DRIVER ACCOUNTABILITY**

The parties agree that Transport Drivers shall be responsible for the following as part of their normal job duties.

1. Prior to departure:
 - (a) Sign for the Bill of Lading;
 - (b) Check load integrity;
 - (c) Ensure that load is sealed and matches Bill of Lading.
2. Arrive at destination at scheduled time.
3. Communicate to dispatch immediately delays that result in late arrival.
4. Comply with security practices as required by the Company.

cont../2

**LETTER OF UNDERSTANDING
RE: DRIVER ACCOUNTABILITY
Page 2**

5. At the store:
 - (a) The driver will be present and where practical, assist in unloading/loading.
 - (b) The driver will verify and sign for Bill of Lading discrepancies.
 - (c) The driver will verify and sign for empty and full goods returns.
 - (d) Perform other related duties as required.
6. Ensure that all bills are returned to Dispatch/Warehouse.
7. Complete and return to dispatch time sheets and other forms as required.

FOR THE UNION:

Dave Bridger

FOR THE COMPANY:

Andrea Tomlin

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

I wish to confirm our discussions during negotiations regarding the employee benefit booklet and to clarify the following points:

1. On Page 1, the section regarding "eligibility" for unmarried children who are full time students, they will maintain eligibility until age 25 if they maintain a principal residence in Canada.
2. Regarding life insurance, the coverage will continue as stated in the Manulife booklet on Page 4, in that, if on L.T.D., life insurance continues until the earlier of cessation of L.T.D. payments or Age 65.
3. The section on Page 3, "Loss of Life" would include asphyxiation as a cause of death under #1.
4. Under 'Cessation of Benefit Payment', Page 7, Item #3, and Page 10, Item #3 - Amend to read:

When you fail to provide further proof of total disability as may be required from time to time depending on the circumstances of the disability and you fail...

Mr. Bridger
January 1, 2016
Page 2

Amendments to Section 23.01 of the Collective Agreement do not prevent the Union from proceeding to Arbitration with any issue in dispute.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

LETTER OF INTENT
RE: PLANT CLOSURE

In the event of closure of the Toronto Brewery, the Company agrees to meet and negotiate with the Union in an effort to reach an appropriate adjustment program. Issues which will be negotiated include but are not limited to: Severance, Pension, Skills and Training Upgrading, Relocation and Job Search.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

Further to our discussion during the course of collective agreement negotiations, this is to confirm our agreement that in the event that the speed limit on the 400 series highways is changed, the kilometer rates will be adjusted inversely by the same percentage as the change in the speed limit.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

While the Company and the Union have agreed that future staffing in the transport unit will be a combination of the current regular employees, regular employees who attain the status of regular employee after January 1, 2000, and temporary employees, it is not the intention of the Company to manipulate its dispatch to consistently provide the longest runs to the lowest paid category of employee.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

Letter of Understanding: Scheduling

As agreed to in negotiations regarding the scheduling of employees, the following will be used:

- 1) We will schedule employees on the following 5 day work weeks:
 - a. Monday - Friday
 - b. Sunday - Thursday
 - c. Tuesday – Saturday

The company will endeavor to schedule employees on the Monday to Friday work week as much as possible, followed by schedule 1.b) and 1.c) above but reserve the right to schedule employees on a continental shift basis if needed.

- 2) The union and the company agree to schedule a minimum number of employees from Monday- Friday during the following timeframes:
 - a. June 1st to the third (3rd) Monday in September will be staffed with a 20 employee minimum

- b. The two (2) short weeks over the Christmas and New Year's Holidays will be staffed with a 20 employee minimum
 - c. The third (3rd) Monday in September to May 31st will be staffed with a 35 employee minimum (excluding section b) above)
- 3) Employees will be offered Monday to Friday work in order of seniority.
 - 4) When it becomes necessary because of increased volume to schedule additional employees the work will be offered to regular employees with less than 52 hours that have signed the off shift signup sheet first, then temporary employees who are not assigned.
 - 5) If it becomes necessary to force an employee to perform work on their off shifts commencing between 12:01am on Day 1 and 7:59pm on Day 2, such work will be paid at 150% of their Kilometer rate and/or Hourly rate.

Yours truly,

Andrea Tomlin
Human Resources Business Partner

January 1, 2016

Mr. Bridger
Vice President
Local 2 SEIU, BGPWU
Toronto, Ontario

Dear Mr. Bridger:

**Letter of Understanding: Change in Provincial regulations re:
sale and distribution of beer**

In good faith, both parties agree to open the Collective Bargaining Agreement to amend/create any applicable language and Letters of Understanding that pertain to new points of distribution (ie. not TBS).

Limited to the items below (unless both parties mutually agree another part of the CBA need to be addressed):

- 1) Scheduling
- 2) Pallet Handling
- 3) Job Assignments
- 4) Delivery Standards