

Agreement

Between

SEIU Local 2 Branch Local 300

AND



**MOLSON
COORS** beverage
company

Fraser Valley Brewery

2021-2024

Table of Contents

ARTICLE 1 – DEFINITION	2
ARTICLE 2 – BARGAINING AGENCY AND RECOGNITION	3
ARTICLE 3 – SENIORITY	6
ARTICLE 4 – HOURS OF WORK	15
ARTICLE 5 – WAGES	20
ARTICLE 6 – STATUTORY HOLIDAYS	28
ARTICLE 7 – VACATIONS	30
ARTICLE 8 – VACATION BONUSES	33
ARTICLE 9 – SOCIAL SECURITY	34
ARTICLE 10 – GRIEVANCE PROCEDURE	34
ARTICLE 11 – GENERAL	41
ARTICLE 12 – SECURITY OF PRINCIPLES.....	51
ARTICLE 13 – GUARANTEED WAGE PLAN	52
ARTICLE 14 – TECHNOLOGICAL CHANGE	52
ARTICLE 15 – SEPARATION PAY	55
ARTICLE 16 – ADDENDUM AND	58
LETTERS OF UNDERSTANDING	58
ARTICLE 17 – DURATION OF AGREEMENT.....	58
APPENDIX A – BENEFIT PLAN	60
APPENDIX B – MEMORANDUM ON PENSIONS	78
APPENDIX C – GUARANTEED WAGE PLAN	87
APPENDIX D – WORKPLACE IMPROVEMENT ..	96
APPENDIX E – SENIORITY LIST	105
LETTER OF UNDERSTANDING #1 – WI AND	

WORKSAFE BC ADVANCES	108
LETTER OF UNDERSTANDING #2 – SHIFT CHANGES	108
LETTER OF UNDERSTANDING #3 –	110
GWP ELIGIBLE REGULAR EMPLOYEES	110
LETTER OF UNDERSTANDING# 4 – UNIFORMS	114
LETTER OF UNDERSTANDING #5 – STATUTORY HOLIDAY ELIGIBILITY FOR “CERTAIN” EMPLOYEES ON G.W.P.	116
LETTER OF UNDERSTANDING #6 – DEFERRED RETIREMENT	117
LETTER OF UNDERSTANDING #7 – DAY SHIFT FOR PLANT COMMITTEE	118
LETTER OF UNDERSTANDING #8 – UNION BUSINESS	119
LETTER OF UNDERSTANDING #9 – EMPLOYEE/FAMILY ASSISTANCE PROGRAM	119
LETTER OF UNDERSTANDING #10 – JOB POSTINGS	120
LETTER OF UNDERSTANDING #11 – WEEKEND WORKFORCE	120
LETTER OF UNDERSTANDING #12 – CONTRACTING OUT	126
LETTER OF UNDERSTANDING #13 – ALTERNATIVE SHIFT SCHEDULES	129

LETTER OF UNDERSTANDING #14 – SURVIVOR BENEFITS	130
LETTER OF UNDERSTANDING #15 – CARRIERS	131
LETTER OF UNDERSTANDING # 16 – CO- PACKING/REPACKING	131
LETTER OF UNDERSTANDING # 17 – UNION HAULING	133

THIS AGREEMENT entered into this 14th day of September 2021.

BETWEEN:

Molson Coors a Company duly incorporated under the laws of the Province of British Columbia, having its office at 45620 Kerr Ave, in the City of Chilliwack, in the said Province (hereinafter called the “Company”)

OF THE FIRST PART AND:

SEIU Local 2 Branch Local 300

OF THE SECOND PART WITNESSETH:

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

ARTICLE 1 – DEFINITION

Section 1

Wherever herein the expression “employees, journeymen, help or men” is used, it shall mean the personnel in all departments of the Company other than managers, brewmaster, chief engineer, department supervisor in whom is vested the right to hire and discharge personnel, office personnel, and engineers.

Section 2

For ease of expression, use of the masculine gender, and singular tense shall mean the same as the feminine gender and plural tense unless otherwise specifically stated.

Section 3 - Management Rights

The management of the Employer’s business and the direction of the working forces including the hiring, firing, and performance management of employees is vested exclusively in the Employer, except as may be otherwise specifically provided in this agreement. All management rights heretofore exercised by the Company, unless expressly limited by this agreement, are reserved to and are vested exclusively in the Company.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees on bulletin boards, or by general distribution, provided such rules are not in conflict with this agreement.

Notwithstanding the foregoing, the Union reserves the right to grieve any conflict that may arise from this Article.

ARTICLE 2 – BARGAINING AGENCY AND RECOGNITION

Section 1

Only members in good standing of SEIU Local 2 Branch Local 300 shall be employed in all departments of the Company save those employees coming within the exceptions set forth in Article 1, Section 1, hereof.

Section 2

Should the Union at any time be unable to furnish competent help when requested by the Company, the Company shall be permitted to hire other men temporarily on permit cards as long as such employment does not cause any layoff to the regular Union members. Returned service men are to be given preference.

All extra help must obtain a permit card from the union before going to work and must be immediately sent to the Company, it being understood that permit cards shall be promptly issued so as not to cause any delay in the filling of the Company's manpower requirements.

Section 3

Except insofar as there is any conflict between the terms of this Agreement and the rules of the Company, the employees shall observe the said rules and comply with the lawful instructions and orders of those set in authority over them.

Section 4

No employee shall be discriminated against or discharged for their activity as a Union member, or for serving on a committee or doing any other work in the interest of the

Union. Members shall be granted the necessary time for such work without pay provided notice is given the Company and the time required for such work is not unreasonable.

Section 5

a) The Company shall honor a written assignment of wages to the Union.

b) An assignment pursuant to sub-section (a) shall be substantially in the following form:

“Until this authority is revoked by me in writing, I hereby authorize you to deduct from my wages and pay to the Union dues and uniformly applied assessments in the amounts following, provided any such uniformly applied assessments are payable by all members in the Bargaining Unit.

1. Dues of \$_____per_____.

2. Assessments of \$_____per_____.

c) Having received assignments as above from employees, the Company shall deduct from the pay of each employee covered by this Agreement a sum in the amount of the current monthly Union dues and assessments in accordance with (b) above. A written list of the employees' names, the amounts and descriptions of the above deductions, and the monies as deducted shall be submitted by the Company to the Union financial secretary not later than the twelfth of the month following the month to which the deductions are applicable.

d) The Union will notify the Company of the amount of the established dues and applicable assessments to be deducted and will further notify the Company thirty (30) days in advance of any change with respect to the

amount of dues and assessments to be deducted.

- e) If an assignment is revoked, the Company shall give a copy of the revocation to the assignee.
- f) Notwithstanding any provisions contained in subsections (a), (b) and (c) hereof, there shall be no financial responsibility on the part of the Company for fees, dues or assessments of an employee unless there are sufficient unpaid wages of that employee in the Company's hands to pay to same.
- g) The Company agrees to report Union dues on the employees' T4 slips.

Section 6 - Initiation Fee

The Company shall deduct from the employee's cheque, the amount set by the Union's General Executive Board, the initiation fee after the completion of 60 shifts. This deduction shall be from the employee's first cheque, at the employee's new rate. The Company will provide a separate cheque (not to be included with the Union dues), and a list of names to the Union office.

Section 7 - Union Check Off

Union Check Off - Twice every calendar year, the company shall provide to the Union a list of all employees in the Bargaining Unit, their job titles, addresses and telephone numbers. Implementation shall be within six (6) months, following the signing of the Collective Agreement.

ARTICLE 3 – SENIORITY

Section 1 – Seniority

a) Seniority is defined as the length of an employee's service with the Company, calculated as the elapsed time from the date they were first employed, unless their seniority was broken, in which event such calculation shall be from the date that they returned to work following the last break in their seniority. Seniority service records for the purpose of permanent layoffs shall not be considered broken by reason of:

1. Absence on leave when granted mutually by the Company and the Union.
2. Absence due to seasonal layoff, providing employee is available for work on date of being recalled in the order of their seniority.
3. Sickness or injury or transfer from one department to another.
4. Active service in the Armed Forces of the country.

b) Seniority Lists

The Company shall post a seniority list of all regular employees and seasonal employees on the plant bulletin board within thirty (30) days from the date of this agreement being signed. Such list shall contain only the names and seniority of those employees working in the established bargaining unit. The union shall have thirty (30) days to review such list, if no concern is raised then such list shall be considered accurate.

c) **Procedure Regarding Permanent Layoffs**

Step 1

Should it become necessary to reduce the regular working force, all permit card help must be discharged before any Union members shall be laid off.

Step 2

If further reduction of staff is necessary, then the Union members shall be laid off in the order of their seniority as defined in paragraphs (a) and (a)(1) of Article 3, Section 1, of this Agreement. The last member hired shall be the first member to be laid off and so on in that order.

No employee of the Company other than a member of the Union shall do the work of a journeyman while any Union member is laid off.

d) **Seniority With Reference to Temporary Layoffs**

It is agreed that in the event of the temporary layoff of regular employees during a shutdown, a senior employee, who is eligible for GWP, may elect to be laid off. This would be done in a minimum of one week blocks.

- e) Outside of shutdowns, it is agreed that in the event of the temporary layoff of regular employees, a senior employee, who is eligible for GWP, may elect to be laid off, provided that a junior qualified employee who is eligible for GWP is retained instead of the senior employee. It is understood that these employees electing GWP will be available for daily recall.

Senior employees electing the above options must use their vacation bonus prior to electing voluntary lay off on GWP. Upon recall, the employees shall be

reassigned in reverse order of seniority.

The Company undertakes to ensure that sufficient training is provided through training postings to ensure that regular employees are not unreasonably laid off or recalled out of seniority order.

- f) If a union member accepts employment with the Company in a classification outside of the bargaining unit they shall retain their seniority for a period not to exceed 90 days from the date they accept said employment. This period may be extended by mutual agreement.

Section 2 - Loss of Seniority

An employee will automatically lose their seniority and cease to be an employee of the Company in the case of layoff for a period of eighteen (18) months. It is agreed that if an employee is not recalled from layoff for an aggregate of more than thirty (30) days then the employee's period of layoff shall be considered to not have been interrupted.

Section 3 – Employment of New Persons

Pursuant to the provisions of Article 2 hereof, when new persons are employed they shall:

- a) If a member of the Union, be deemed to be on a trial basis for the first forty-five (45) days worked from the day they started with the Company, such trial period will be for the purpose of determining the employee's suitability for employment. During such period they shall be paid the job rate specified herein for the work they are doing and shall enjoy all other benefits of this Agreement. In the event an employee is dismissed during their trial period, the reasons for such

dismissal shall be given in writing.

- b) If not a member of the Union, but skilled in the job category for which the new employee is employed; be deemed to be on a trial basis for the first sixty (60) days worked from the day they started with the Company. Such trial period will be for the purpose of determining the employee's suitability for employment. During such period they shall be paid the job rate specified herein for the work they are doing and shall enjoy all other benefits of this Agreement. In the event an employee is dismissed during their trial period, the reasons for such dismissal shall be given in writing.
- c) If not a member of the Union and not skilled in the job category for which the employee is employed, be deemed to be on a trial basis for the first sixty (60) days worked from the day they started with the Company. Such trial period will be for the purpose of determining the employee's suitability for employment. During such period they shall be paid the job rate specified herein for the work they are doing and shall enjoy all other benefits of this Agreement. In the event an employee is dismissed during their trial period, the reasons for such dismissal shall be given in writing.

Section 4 - Senior Preference for Advancement

Step 1

- a) Whenever a job vacancy is created in any of the brewery's departments, the Company shall post a standard notice on the bulletin board in each department for at least five (5) consecutive packaging days, soliciting the names of employees who wish to

apply to fill the vacancy.

- b) The Company undertakes that departments will be crewed in the ranked order of (1) permanent posted employees in their respective posting; (2) employees trained and capable of performing the job. Should any reductions be necessary in these departments it shall be done in the reverse order. Unless otherwise mutually agreed this provision shall only apply to relief absences of five (5) days duration or longer.
- c) Once employees are absent from work for two (2) years due to injury or illness then their postings will be considered vacated and reposted. Should that employee return from their leave they will be considered to be an 'all other person' until such a time that they apply and are successfully awarded a job posting.

Step 2

Any employee covered by this Agreement may apply in this manner and the vacancy shall be filled by the applicant who has the most seniority. In the case of vacancies involving tradesmen, the senior applicant who has the required certification, skills and/or experience shall be selected.

- a) The man selected will be given a reasonable trial period to prove their suitability. They will have the right to return to their former job within fifteen (15) days for permanent postings.

An employee electing to remain in a permanent posting shall not accept another posting for one year except by mutual agreement.

Note, that all employees will be subject to the provisions of LOU # 10 in reference to postings.

Employees absent from work for a period of more than two (2) weeks from the date the job is posted, will have the right to apply within three (3) days of their return to work, but this need not delay the filling of the job during this period.

As the company goes through the selection process the company will bypass applicants that are unavailable due to WI or WORKSAFE BC and move to the next senior applicant. If, after working on their new job or in their new department, the applicant finds the job has been discontinued or for other reasons they shall be transferred back to the department from which they were last transferred, they shall retain all their seniority rights. The employee selected shall be transferred to the posted job within twenty (20) days provided that a replacement is available.

- b) The Standard application form to be used for posting on the bulletin boards shall specify the type of job vacancy, outline of work required, and wherever possible, the approximate conditions of temperature and humidity to which the employee will be exposed.
- c) In the event differences arise which cannot normally be settled, as to which of the applicants should be given a trial to fill the posted vacancy, the matter shall, within three (3) days after the said differences arise, be dealt with under Grievance Procedure, Article 10 of this Agreement, starting with Step 3 of Section 4 thereof.
- d) Employees, who, by reason of physical deficiency are required to transfer from their present department, will retain their plant seniority. In all cases where it is necessary to transfer an employee for the

aforementioned reason, the Company and the Union will mutually decide on the Department to which the employee will be transferred.

Section 5 - Seniority Respecting Overtime

In the event it is necessary to work overtime, the following arrangements will apply, subject to the efficient operation of the company:

1. a) In the event overtime is required, the most senior employee within the 'section' trained and capable of performing the required work shall be offered such overtime first.
- b) Notwithstanding the above, for reasons where continuity is necessary for the efficient completion of maintenance work, or any other areas agreed between the Union and the Company, the employees performing the work during their normal shifts will be asked first.
- c) Notwithstanding the above, where overtime at the end of a shift is anticipated by the company the overtime will be assigned to the most senior trained and capable employee with the closest quitting time.
2. In the event that sufficient employees cannot be obtained from the 'section', then the necessary employees will be acquired in order of their plant seniority firstly from the 'department', and secondly, the 'brewery', provided the senior employee is willing and capable of doing the work required.
3. Reference to the following Charts will graphically show the composition of 'sections', 'departments', and 'brewery' the Fraser Valley Brewery.

CHART 2 – Brewery Composition

Fraser Valley Brewery (FVB)

Brewing Department	Packaging Department	Maintenance Department
Hot Block	All one Section	Packaging Section
Cold Block		Project Section (Plant Wide)
		Brewing Section

4. For greater clarity, the composition described above (Chart 2) is solely for the distribution of overtime and shall, in no way, impede the ability to assign work.

Plant Wide Mechanics & Electricians

Plant wide trades will be used for unscheduled absences and emergency break downs.

In the case of absence on the shift the plant wide trades are scheduled they will be utilized to cover the vacant position until the return of the scheduled person.

Section 6 - Overtime Meal Allowance

The Company agrees to notify the employees the previous day when overtime is needed. In the event of an emergency overtime is to be worked without notice being given the previous day and the period of overtime is to be two (2) hours or more in duration, then the Company agrees to provide a meal allowance for employees working such overtime at the brewery up to a maximum of Twenty dollars (\$20.00).

Section 7 - Overtime Rest Periods

An employee shall receive a fifteen minute paid rest period after completion of their regular shift, and prior to starting overtime when it is anticipated that the duration will be at least one (1) hour.

An employee shall receive an additional fifteen minute paid rest period after the employee has worked more than two (2) hours overtime.

An employee shall receive an additional thirty minute paid rest period after the employee has worked more than four (4) hours overtime.

It is anticipated that an employee will take the above mentioned rest periods where possible. If the employee is unable to take their rest period or lunch break, the employee will be paid for said breaks.

ARTICLE 4 – HOURS OF WORK

Section 1 – Workday and Workweek

The purpose of this section is to define the workday and workweek at the brewery.

(a) CONVENTIONAL EIGHT (8) HOUR SHIFT SCHEDULE:

The workweek shall be defined as five (5) consecutive workdays, commencing Monday. Eight

(8) consecutive hours, including a thirty (30) minute paid lunch period, and two (2) fifteen (15) minute breaks shall constitute a day's work. An employee who is assigned to work for less than eight (8) hours per day or forty (40) hours per week shall be considered as temporarily laid off.

The operation, or certain sections, will operate with one (1), two (2) or three (3) consecutive eight (8) hour shifts as required. If two or three shifts are required, a shift rotation schedule which results in employees rotating between the two or three shifts will be established.

(b) COMPRESSED WORK WEEK

The workweek shall be defined as four (4) workdays starting Monday or Tuesday, at 10 consecutive hours including a thirty (30) minute paid lunch and three (3) fifteen minute breaks shall constitute a day's work.

The operation, or certain sections, will operate with one (1), or two (2) consecutive ten (10) hour shifts as required. If two (2) ten (10) hour shifts are required, a shift rotation schedule which results in employees rotating between the two shifts will be established.

The four day work week will run for at least four weeks and the Company will provide two weeks' notice of work week schedule changes.

(c) WEEK-END WORK FORCE

In the event that the Company is unable to meet production or maintenance requirements using the conventional or compressed work week schedules, the parties agreed the Company can implement a week-end work force. The provisions of this week-end schedule are detailed in an attached Letter of Understanding.

Section 2 - Overtime

a) Overtime shall be paid as follows:

For Employees on a Conventional Eight (8) Hour Shift Schedule

Double time (2X) for all hours worked over eight (8) hours in any workday, and for the first eight (8) hours worked on Saturday, Sunday, or on a Plant Holiday plus eight (8) hours straight time holiday pay at their regular rate. Hours worked in excess of eight (8) on Saturday will be paid at the rate of double and one quarter ($2\frac{1}{4}X$) time. Hours worked in excess of (8) on Sunday, or on a Plant Holiday, will be paid at triple (3X) time.

For Employees on a Ten (10) Hour Compressed Work Week Shift Schedule

Double time (2X) for all hours worked over ten (10) in any workday, and for the first eight (8) hours worked on a scheduled day off, or on a Plant Holiday plus eight (8) hours straight time holiday pay at their regular rate.

Hours worked in excess of eight (8) on a scheduled day off will be paid at the rate of double and one quarter ($2\frac{1}{4}X$) time. Hours worked in excess of eight (8) on a Plant Holiday will be paid at the rate of triple ($3X$) time.

For Employees on a Twelve (12) Hour Week-end Shift Schedule

Double time ($2X$) for all hours worked over twelve (12) in any workday, and for the first eight (8) hours worked on a scheduled day off, or on a Plant Holiday plus eight (8) hours straight time holiday pay at their regular rate. Hours worked in excess of eight (8) on a scheduled day off will be paid at the rate of double and one quarter ($2\frac{1}{4}X$) time. Hours worked in excess of eight (8) on a Plant Holiday will be paid at the rate of triple ($3X$) time.

- b) Employees shall be entitled to an additional fifteen (15) minute break for each two (2) hour period of overtime worked. If overtime is likely to exceed one (1) hour the break shall be taken before overtime commences.

Section 3 – Shift Schedule

- a) Preliminary shift schedules will be posted on Tuesday and the final shift schedule will be posted on Thursday for the following work week.
- b) Provided also that no employee shall be required to work on Saturdays for production or bottling unless at least four (4) days' notice thereof shall first be given by the Company.
- c) In the event it is necessary to work overtime, the Company shall provide four (4) hours' notice of such

overtime. Employees shall not be compelled to work overtime but may volunteer to do so. It is agreed that the Union will supply competent help as provided elsewhere in this contract.

d) An employee will be paid at overtime rates for all time worked before their regular starting time or time worked after their regular quitting time. If their scheduled shift is changed, the following overtime payment schedule will be observed:

1. Their job or their starting time is changed by the Company after their regular quitting time on Friday.

- For changes which only effect start time, and employee remains on same shift (day, afternoon or nights); the employee will ONLY be compensated for the changed period of time. (i.e. 1 hour for a 7 am to 6 am start time). This compensation at overtime rate will be for the balance of the week while the employee remains on this adjusted start time.
- Should the starting time change move the employee to a different shift (i.e. day to afternoon); the employee will ONLY be compensated for the first full impacted shift (up to 8, 10, or 12 hours depending on the length of the regular shift) at overtime rate should they hold a relief posting.
- Note: Any employee who holds the required skill set and is impacted by the above shift changes will be compensated in accordance to the protocol utilized for employees holding the Relief posting and paid overtime rate for the

first full impacted shift (up to 8, 10, or 12 hours) with the remainder of the week being paid at regular rate.

- e) An employee will not be entitled to overtime for a change in their regular starting time or for work past their regular quitting time if the change occurred for any of the following reasons:
 - 1. The employee has changed a job at their own request.
 - 2. The changed job is a promotion, a bumping, or a training posting.
 - 3. The employee is returning to their customary job.

Section 4 - Minimum Compensation

- a) Employees must be notified before quitting time if they are not to report for work the next day. If they are not notified and report for work, then they shall be paid for the whole day.
- b) When an employee is called back for a breakdown or emergency work after finishing their regular shift, they shall receive no less than four (4) hours pay at the overtime rate, or pay for all such hours worked by them at the overtime rate, whichever is the greater.

Employees called out for work for less than a half day shall not receive less than one half day's wages.

ARTICLE 5 – WAGES

Section 1 – Hourly Rates

Wages shall be paid weekly by automatic bank deposit no later than Friday afternoon of the following week at not less than the following minimum rates:

	21-Apr-21	21-Apr-22	21-Apr-23
\$1000 Lump Sum +1.5%	2.0%	2.0%	

Brewing Department

All positions	\$37.97	\$38.73	\$39.50
Employees hired after April 20, 2015	\$26.11	\$26.63	\$27.16
Seasonal	\$26.11	\$26.63	\$27.16

Packaging Department

All positions	\$37.97	\$38.73	\$39.50
Employees hired after April 20, 2015	\$26.11	\$26.63	\$27.16
\$26.11	\$26.11	\$26.63	\$27.16

Maintenance Department

Tradesperson	\$42.94	\$43.80	\$44.68
Helper-Oiler	\$38.36	\$39.13	\$39.91
Helper-Oiler hired after April 20, 2015	\$26.11	\$26.63	\$27.16

In addition to the wages outlined above: all active, regular employees will receive a lump sum payment of \$1000, less statutory deductions, which will be paid within 30 days of ratification on a separate cheque. Employees who are absent from work due to injury or illness will be eligible for the lump sum payment above provided they return to work prior to April 21st, 2022.

HOURLY PREMIUMS

Maintenance Helper	0.50
First Aid Attendant	2.00

Cost of Living Allowance

A cost of living allowance in a lump sum payment will be paid to regular employees for all hours worked, including vacations and statutory holidays, in the period from April 21, 2021 to April 20, 2022, the first pay period following publication of the March 2022 Consumer Price Index. This allowance will be equal to the percentage increase in Consumer Price Index for the period (i.e. March 2022 Consumer Price Index divided by March 2021 Consumer Price Index) that exceeds 6%, multiplied by the earnings of each employee to calculate the lump sum payment.

This formula shall be repeated in each subsequent year of the agreement.

Higher Rate

- a) Any employee who is receiving a rate higher than their job rate because of either:
 - i. An existing overscale,
 - ii. A transfer instituted by management due to technological or production method changes, shall not have their wage rate reduced but shall

stay at the wage rate they are receiving until the rate of their new job reaches the rate being received.

- b) An employee who is classified in a higher category and is requested at any time temporarily to perform work embodied in a classification in a lower category shall not have their wage rate reduced from their wage rate established in the higher category.
- c) An employee who is changing to a lower job classification for the reasons listed below shall immediately receive the new lower rate of pay.
 - i. Return to a former position after accepting a training position which carried a higher pay rate.
 - ii. Has been in receipt of a premium (i.e. First Aid) and is no longer performing the function for which the premium was being paid.
 - iii. Is transferred to a lower rated job at their own request.
- d) An employee working overtime during a single pay period will have all overtime hours for that pay period paid on a separate cheque

Section 2

Normal Day Shift

Any shift starting between 6:00 a.m. and 9:59 a.m. shall be considered to be the day shift.

Afternoon Shift

Any shift starting between the hours of 10:00 a.m. and 5:14 p.m. shall be considered to be an afternoon shift and will pay a premium of seventy five cents (75¢) per hour, in addition to rate of pay.

Night Shift

Any shift starting between the hours of 5:15 p.m. and 5:59 a.m. shall be considered to be a night shift and will pay a premium of one dollar and thirty cents (\$1.30) per hour in addition to the rate of pay.

Section 3

Since employment is dependent upon the demand for the Company's products the Company and the Union recognize the importance of continual progress in the development of improved manufacturing methods to meet customer demand or requirements.

Section 4 - Pay for Skills Premiums

Employees engaged as certified tradespersons will receive a 'pay for skill premium' for all hours worked after obtaining the additional trade qualifications for any of the following combinations. Trade qualifications will be defined as the applicable ticket issued by the Skills Development Office of the British Columbia Ministry of Skills, Training and Labour.

- a) Electrician & Industrial Instrumentation Technician, or Electronic Technician, or Electronic Technologist, or Instrumentation Mechanic \$1.00 per hour
- b) Millwright & Electrician \$2.00 per hour
- c) Millwright & Welder Class (minimum class C) \$1.00 per hour
- d) Millwright & Machinist \$1.00 per hour
- e) Millwright & Machinist & Welder Class A \$2.00 per hour

Section 5

Before the labour of employees is increased by changes in operations, manufacturing methods, or speed-up of equipment, or new jobs are created as deemed necessary or advisable by the Company, a classification and a rate for such jobs will be established as agreed upon between the Union and the Company.

Section 6

In the event the parties fail to agree on a rate, a rate shall be set by the Company, or the Company will give consideration to providing additional help if a material increase in work load has resulted. After a trial period of thirty (30) days, the Union may enter a request for a new rate which, if not settled to the satisfaction of the Union, may be settled through the grievance procedure. The rate so established shall be retroactive to the original date of change.

Section 7

- a) The Company will supply adequate manpower on all operations in all departments at all times so that an employee will not be required to perform more than a fair day's work.
- b) Clause (a) shall not be construed to mean that the manning of all operations is at present exactly adequate or that all employees are presently assigned exactly a fair day's work, and accordingly changes in the manning of crews and change in an employee's work load may be made so long as the resulting situation is not a violation of Clause (a).

Section 8 - First Aid Attendants

Employees working as designated Occupational First Aid Attendants (OFAA) and possessing the necessary Company certification (Level III) will receive a premium of two dollar (\$2.00) per hour in addition to their regular rate of pay for each hour worked.

Employees who hold a current Level III OFAA certification as of ratification will be eligible to attend two (2) week recertification course, to maintain their qualifications. New training postings for OFAA will be allowed to take the two (2) week Level III Industrial First Aid course.

It is recognized that as per Worksafe BC-OHS Regulation, FVB is assessed as requiring a maximum of Level II First Aid. However, Level III First Aid training is the current Company standard in our brewery. The Company may opt to adhere to a Level II First Aid requirement in the future. Should this occur, the Company will review the changes and impacts of this with the plant committee in advance.

The following will clarify the guidelines that Molson Canada 2005, FVB, will administer when sponsoring employees for Occupational First Aid Attendant training:

- When the Company posts for OFAA Training, the vacancy will be filled in accordance with the posting procedure as outlined in the collective agreement
- Molson will pay an employee their regular rate of pay for the duration of the training course i.e. Two weeks for initial training & one week for re-certification
- Molson will pay an employee their regular rate of pay for the day the employee must attend their OFAA Qualification Examination
- Molson will pay for the completion of the required OFAA Medical Certificate of Fitness.

Molson agrees to prepay tuition costs for an employee who is attending a Molson sponsored OFAA III or II course. If the employee is not successful in passing the course and does not wish to continue pursuit of their WORKSAFE BC certification, the employee will reimburse the company for the tuition costs in a reasonable time frame

- In the event an employee is not successful in passing their initial OFAA Qualification Exam, Molson will provide the employee with a second opportunity to take the Qualification Exam
- For the second attempt to pass the final OFAA Qualification Exam, Molson will also pay the employee their regular wages for that day as well as the Exam fee
- If the employee is not successful in passing the Level III or II OFAA Qualification Exam after their second attempt, Molson will no longer sponsor the OFAA training for the employee however the employee may elect to take any additional training or testing on their own time and at their own expense. If the employee is not successful in passing the course within 90 days of the of failed second test, the employee will reimburse the company for the tuition costs in a reasonable time frame
- If an employee does not successfully pass their second attempt at the Level III or II OFAA Qualification Exam, they will be excluded from re-applying for any further OFAA
- Postings for a three year period. (three years defined as the period for which an OFAA is certified)
- If an employee lets their First Aid Certification lapse

for a period of three (3) months or more, they will have to wait for a training posting in order to be retrained for First Aid and the above guidelines will apply

- On any shift where there is only one designated first aid attendant, and said employee leaves for any reason, the Company will make every effort to call in a replacement first aid attendant. However, if the Company after exhausting all other options cannot obtain a first aid attendant, then WORKSAFE BC regulations shall apply
- It is understood that although FVB is assessed as requiring a maximum of Level II OFAA certification, the Company will schedule Level III OFAA's where required in order to go above and beyond the current requirements for the duration of this collective agreement
- If the Company is able to schedule more OFFA's than required at no additional cost, the Company will endeavor to do so.
- Employees selected to take their OFAA certification will have a reasonable choice of training facilities to choose from, provided the cost of each course is comparable.
- During Production shifts, when there is no relief for a First Aid Attendant, the Attendant must remain on call during breaks and will be compensated at the appropriate overtime rate for all breaks.

ARTICLE 6 – STATUTORY HOLIDAYS

- a) The following shall be considered as Statutory Holidays on which employees shall not be required to work:

New Year's Day	Labour Day
Family Day	Truth & Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

If the Federal or Provincial Government declares a Statutory Holiday in addition to those listed above, the employees will be entitled to that day under the same conditions as outlined in this Article.

Regular employees shall be paid for the above mentioned Statutory Holidays at the employee's current pay rate (rate on the date before the Statutory Holiday). If an employee is receiving short-term disability benefits under Schedule "A" attached hereto, they shall be paid the difference between their current pay rate and the insured benefit they are receiving. Any employee who does not qualify for sick pay benefits under the Welfare Plan as shown in Appendix "A" because of lack of service and is absent from work due to a sickness or accident covered by the Welfare Plan benefits, will receive their Statutory Holiday pay.

- b) Seasonal employees shall be paid for the above mentioned Statutory Holidays at their current pay rates provided the employee has worked at least five (5) days during the twenty (20) working days immediately preceding the day on which said holiday is observed,

and the employee has not been absent without permission on the last work day scheduled for them immediately prior to the day on which the said holiday is observed and the first work day scheduled for them immediately after the day on which the said holiday is observed.

- c) An employee will not necessarily be deemed to be absent without permission if by reasons of illness they are unable to report for work and have so advised their supervisor on the last work day scheduled for them immediately prior to the day on which the said holiday is observed or the first work day scheduled for them immediately thereafter. Before deciding whether to pay for such holiday, the company may require a medical certification supporting the absence which it considers satisfactory.
- d) In addition to the Statutory Holiday pay as outlined in (a) above, for all work performed on any of the aforementioned Statutory Holidays, employees shall be paid at double time or straight time for all hours worked with paid time off.
- e) Any of the above holidays that fall on Saturday will be observed on the preceding Friday, or the day proclaimed. Any of the above holidays that fall on Sunday will be observed on the following Monday, or the day proclaimed.
- f) Statutory holidays falling during an employee's vacation may be taken as pay or as days off with pay in lieu at the option of the employee. Such day off in lieu shall be scheduled by mutual agreement between the employee and the company, either the day before or the day following their vacation, or such other day as mutually agreed.

ARTICLE 7 – VACATIONS

Regular Employees

- a) All regular employees in service of the Company for one (1) year, or longer, shall be granted eighty (80) hours of vacation per year with full pay. Vacations to be taken at the time stipulated by mutual consent of department employees and the Company. All regular employees will be entitled to eighty (80) hours of vacation between the week in which June 15th falls and the week in which August 31st falls, inclusive. Employees to state their selected periods by January 31st. Vacation entitlement that has not been scheduled off by employees prior to September 15th each year is thereafter scheduled off for the employee by the Company in accordance with Company requirements. The Company will authorize an employee to take additional vacation time beyond the 80 hours specified during prime time if unused vacation weeks are available. The Company will accommodate the additional time providing the necessary operational skills needed are met.

For the purposes of this Article only, a vacation week will be defined as Sunday through Saturday.

- b) All regular employees shall, after completing three (3) years of service with the company, receive one hundred and twenty (120) hours vacation per year with full pay.
- c) All regular employees shall, after completing eight (8) years of service with the Company, receive one hundred and sixty (160) hours vacation per year with full pay.

- d) All regular employees shall, after completing fifteen (15) years of service, with the Company, receive two hundred (200) hours vacation per year with full pay.
- e) All regular employees shall, after completing twenty (20) years of service with the Company, receive two hundred and forty (240) hours vacation per year with full pay.
- f) All regular employees shall, after completing twenty-five (25) years of service with the Company, receive two hundred and eighty (280) hours vacation per year with full pay.
- g) To compute the years of service mentioned respectively in paragraphs (b), (c), (d), (e) and (f) above, for the purpose of the qualifying date, such service shall be considered to have commenced on January 1 of the year in which the employee commenced employment.
- h) In the case of employees receiving (b), (c), (d), (e) and (f) above, the additional vacation must be taken outside the period detailed in Paragraph (a) above. The scheduling of these vacations will be by mutual agreement, the employee to state by January 31 the date they prefer to take such week or weeks.
- i) Employees must take their vacations during the calendar year in which they become eligible for such.
- j) In the event an employee becomes ill or injured in excess of three (3) days after having commenced their vacation, such that they qualify for Weekly Indemnity coverage, they may request as outlined below to postpone their remaining days of vacation in order to enroll in the Weekly Indemnity Plan.
 - 1. The employee shall advise their supervisor of their

illness or injury and make arrangements to have the weekly indemnity form completed.

2. All approved requests will result in the employee's remaining days of vacation being cancelled, as prescribed above, the day after the request is received. The remaining vacation time shall be scheduled at a time mutually agreeable to the Company and the employee.
3. Any vacation pay held by the employee for the cancelled period shall be returned to the Company and reissued for the rescheduled vacation period.
 - (a) Where the vacation has been scheduled as per the posted vacation schedule, employees shall receive their entitled pay one day prior to commencing such time off.
 - (b) Where an employee changes their vacation or is entitled to paid time off and advises their supervisor one week in advance, the employee shall receive their entitled pay one day prior to commencing such time off.
- k) An employee in receipt of Weekly Indemnity, L.T.D. or WORKSAFE BC payments who had "scheduled vacation prior to their disability" and is unable to take this scheduled vacation prior to the end of the calendar year, may reschedule up to eighty (80) hours of that portion of vacation previously scheduled at a mutually agreed time during the following calendar year. There shall be no carry-over of outstanding vacation beyond one year. Seniority does not apply for these carry-over weeks.

ARTICLE 8 – VACATION BONUSES

As of January 1, employees with three (3) or more years of seniority shall receive a vacation bonus payable in cash and equal to twenty percent (20%) of such employee's normal vacation payment.

In the event any employee who has benefit service (as defined in the Guaranteed Wage Plan annexed hereto) is expected to be laid off during any calendar year, the Company and the Union shall discuss the matter and, if the Union agrees, instead of cash vacation bonus payments hereunder, time off with pay may be scheduled for certain of the employees who would otherwise be entitled to such payment.

The manner in which such time off with pay is to be scheduled shall be:

- a) Firstly, to alleviate the lay-off of the affected employee; and
- b) Lastly, to alleviate the lay-off of employees with less seniority who have attained Benefit Service.

It is understood and agreed that the foregoing shall be implemented on a reverse seniority basis.

Such discussions shall be held in the month of December of each year (and at such other times as the parties may agree) to determine to what extent vacation time off with pay should be scheduled in lieu of payment of cash vacation bonuses to alleviate layoff of junior employees having Benefit Service. Should the Union decide to use vacation bonus credits to stabilize the employment of employees, the outstanding vacation bonus entitlement will not be paid off prior to December 15th. If, however, the Union decides to use the vacation bonus entitlement as a straight cash supplement to vacations, the bonus will be paid in cash at the time of the employee's vacation.

ARTICLE 9 – SOCIAL SECURITY

Section 1

- a) Appendix “A” attached hereto forms a part of this Agreement. The benefits specified in Appendix “A” of this Agreement shall be made available to all regular employees under the terms and conditions as described in Appendix “A”.
- b) All present amenities, now enjoyed by the employees, shall be kept in force. However, it is understood and agreed that the provisions in this sub-paragraph contained shall not be construed in such manner as to alter any specific term or condition specifically set forth elsewhere in this Agreement.
- c) The Company shall enter into a Pension Agreement pursuant to the terms of the memorandum which is attached hereto (Appendix “B”).

ARTICLE 10 – GRIEVANCE PROCEDURE

Section 1

Shop stewards, all of whom shall be regular employees of the Company, shall be elected by the Union and recognized by the Company. There shall be one shop steward tentatively for each department.

Section 2

There shall be a Grievance Committee, consisting of up to three (3) employees designated by the Union, who are actually then in the employ of the Company, and who will be afforded such reasonable time off as may be required to attend meetings held at the request of the Management or the Grievance Committee.

Section 3

The Union agrees to advise the Company of the names of members of the Grievance Committee and Shop Stewards, in writing, and also of any changes from time to time.

Section 4

In case a grievance arises in any or all departments of the Company's plant, the parties hereto will make an honest effort to settle the difference by proceeding through the following steps until the grievance is settled or otherwise disposed of.

Section 5 - Suspensions and Records

In all cases of suspension, the Company will notify the Union immediately, if possible, but in no case later than the next working day.

Copies of disciplinary write-ups will be promptly given to the employee involved in the action, the Union Steward, and the Plant Committee. Copies of disciplinary records will be removed from the employee's personnel records after a period of one (1) year from the date of issuance of such discipline (two (2) years in the case of suspension) and thereafter shall not be relied upon for any purpose.

Step No. 1

The aggrieved employee shall notify their Shop Steward, if a grievance arises, who shall immediately request time off from their Supervisor to discuss the matter if it is urgent. If the case is not urgent, then the Shop Steward with or without the aggrieved person shall take up the matter with the Supervisor at the end of the shift. Failing a satisfactory settlement, the grievance shall be put in writing and submitted to the Supervisor of the employee

involved within five (5) working days from the time the grievance arose. The Supervisor shall provide a written answer within twenty-four (24) hours (Saturdays, Sundays and holidays excluded). If this answer is not satisfactory or if no answer is received by the union, the next step of the grievance procedure may be invoked.

Step No. 2

The grievance shall be submitted within forty-eight (48) hours to the next level of management. Within five (5) working days the grievance will be discussed and resolved, or a written answer will be provided and, if it is not resolved, or if no answer is received by the Union, the grievance may proceed to Step 3.

Step No. 3

The grievance shall be submitted within forty-eight (48) hours to the Brewery Manager, or Nominee. Within five (5) working days the grievance will be discussed with the Grievance Committee with an additional representative of the Union, if desired, or a written answer will be provided, and if it is not resolved, or if no answer is received by the Union, the grievance may proceed to Step 4.

Grievances involving discharge shall be placed in writing and dealt with by starting at Step 3.

The time limits specified in Steps 1, 2 and 3 may be extended by written agreement between the parties. The Chairman of the Grievance Committee, on behalf of the Union, or the Manager on behalf of the Company, may file a policy grievance at Step 3 of the Grievance procedure. A policy grievance is defined as a dispute between the Union and the Company concerning the interpretation, application, operation, or alleged violation of the Agreement, including whether or not a matter is arbitrable.

Step No. 4

Any grievance which has been properly processed through the preceding steps of the Grievance Procedure without being settled may be submitted within thirty (30) days of receiving an answer in Step 3 to arbitration.

It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator. The Company and the Union having expressed confidence in the ability of the following individuals agree that an arbitrator will be selected from the following list based on (i) the nature of the matter to be resolved, and (ii) availability:

David McPhillips	Nick Glass
John Hall	Chris Sullivan
Julie Nichols	Judy Korbin

The arbitrator shall be requested to render a decision within thirty (30) days from the date of the hearing. The arbitrator shall have no jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof.

The parties undertake to prepare a "statement of agreed facts" for submission to the arbitrator. This statement will be prepared after a matter has been referred to arbitration and will be prepared jointly by the parties to this Agreement. The arbitrator's costs shall be equally shared by both parties to this Agreement.

Where the Arbitrator is dealing with a grievance concerning the dismissal or suspension of an employee bound by the Agreement and it finds that the employee has been dismissed or suspended for other than proper cause, the Arbitrator may direct the employer to reinstate the employee and pay to the employee a sum equal to

their wages lost by reason of their dismissal or suspension, or such lesser sum as in the opinion of the Arbitrator is fair and reasonable.

Similarly, where the Arbitrator is dealing with a grievance lodged by an employee bound by the Agreement wherein such employee alleges and the Arbitrator finds that the employee has been laid off, demoted, or not promoted in violation of the terms of the Agreement and provided the employee has raised their grievance without delay after the occurrence giving rise to it, direct the employer to pay to the employee a sum equal to their wages so lost or such lesser sum as in the opinion of the Arbitrator is fair and reasonable.

In view of the orderly procedure arranged for the settlement of grievances, the parties hereto agree, each with the other, that:

- a) Section 87 of the Labour Relations Code of British Columbia shall be excluded by the operation of Article 10 of this Collective Agreement; and
- b) There shall be no striking on the part of the Union or lockout of employees on the part of the Company during the processing of any grievance or arising out of an award of an Arbitrator determining the same.

Step No. 5

INDUSTRY TROUBLESHOOTER

- a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee or to the interpretation, application or alleged violation of this Agreement including any question as to whether a matter is arbitral, during the term of the Collective Agreement, such difference

may be referred to an Industry Troubleshooter.

- i. In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.
 - ii. The parties will endeavor to reach an agreed to statement of facts prior to the hearing. The recommendation from a Troubleshooter shall not be binding without mutual agreement by the parties.
- b) The parties shall determine by mutual agreement, those grievances suitable for Expedited Arbitration. Those grievances agreed to be suitable for Expedited Arbitration shall be scheduled within (1) month following agreement to refer them to Expedited Arbitration.
 - c) Where the parties agree to invoke Expedited Arbitration or Industry Troubleshooter the appropriate process will apply notwithstanding the provisions of Article 10 of the Agreement and the parties shall not be entitled to thereafter invoke the arbitration process in 10: Step No. 4.
 - d) The location of the hearings is to be agreed to by the parties. The parties may agree in advance to deal with one (1) or more grievances over the course of the day scheduled for the hearing.
 - e) As the process is intended to be non- legal, outside lawyers will not be retained to represent either party during Industry Troubleshooter or Expedited arbitration. All presentations should be short and concise and are to include a comprehensive opening

statement. The parties agree to make limited use of authorities during their presentation.

- f) Prior to rendering a decision, the Expedited Arbitrator or Industry Troubleshooter may assist the parties in mediating a resolution to the grievance.
- g) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated within and may include an immediate verbal award if the parties so agree. Otherwise, the decision of the Expedited Arbitrator or Industry Troubleshooter is to be completed and delivered in ten (10) working days of the hearing.
- h) The Expedited Arbitrator or, if mutually agreed to, the Industry Troubleshooter shall have the power and authority to conclusively settle the dispute and their decision shall be binding on both parties. The Expedited Arbitrator or Industry Troubleshooter shall not have the power to change the Collective Agreement or to alter, modify, or amend any of the provisions. However, the Expedited Arbitrator or Industry Troubleshooter shall have the power to dispose of the grievance in any matter they deem just and equitable.
- i) Any decision of an Industry Troubleshooter or an Expedited Arbitrator will be non- precedent. Each of the parties shall bear one half of the expenses of an Arbitrator or Industry Troubleshooter.

ARTICLE 11 – GENERAL

Section 1 - Bereavement Pay

- a) When an employee attends the funeral or memorial service of an immediate relative, they shall receive leave of absence for not less than three (3) consecutive days (one of which days shall be the day of the funeral and shall receive eight (8) hours straight time rate of pay for each of such days absent on which they would otherwise have been working.
- b) One (1) additional day will be granted if the employee must travel more than one hundred and sixty kilometres but less than 500 kilometres from their place of residence to attend the funeral.
- c) If an employee must travel greater than 500 km to attend the funeral or memorial service of an immediate relative, they shall receive two (2) additional days of paid bereavement.
- d) Should an employee require Bereavement Leave while on scheduled vacation, they will notify their department and request three vacation days to be returned to their vacation allotment.
- e) For the purposes of this Section, “immediate relative” shall mean one of the following: Wife, Husband, Life Partner, Daughter, Son, Stepchildren, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Grandparents, Grandchildren.

Section 2 - Educational Leave

Upon written application by the Business Agent of the Union, the Company agrees to grant an education leave of absence, without loss of regular pay, not to exceed three (3) normal working days in any one year, to elected

officials of the Union. No more than a total of 15 normal working days shall be available in any one year to all elected officials.

Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operations.

Section 3 - Jury Duty

When an employee is required to serve on a regular or coroners' jury, or is subpoenaed as a crown witness during their normal working hours, they shall be granted leave of absence and shall receive the difference between their straight time rate of pay (for hours necessarily absent and during which they would otherwise have been working) and the amount received for each jury duty.

Section 4 - Maternity, Parental and Adoption Leave

Refer to Appendix "A".

Section 5 - Leave of Absence - Personal

The Company may grant a leave of absence without pay to any benefit service employee for personal reasons provided such leave can be operationally accommodated.

Written requests for such unpaid leave, up to a maximum of ten (10) working days, will be considered and persons who are absent with written permission for such leave shall not be considered to be laid off, and their seniority shall continue to accumulate during their absence. A copy of the Leave of Absence shall be given to the Union Plant Committee.

Employees shall be permitted to accumulate, in full shift increments, up to 5 days leave of absence during the calendar year and then, once the 5 days of leave of

absence have been utilized, apply to cash out a maximum of one weeks' vacation to offset the wage loss incurred.

Section 6 - Leave Of Absence - Union Office

The Company agrees to grant a leave of absence for a period of not more than twelve (12) months, or the balance of the duration of this Collective Agreement, whichever is the longer, to one employee who has been elected or appointed to full-time office of SEIU Local 2 Branch Local 300, the British Columbia Federation of Labour, or the Canadian Labour Congress. The leave will be without pay and without entitlement to any benefits.

A request for such leave shall be in writing with as much notice as possible.

An employee who has been granted such leave of absence for the British Columbia Federation of Labour or Canadian Labour Congress shall not accrue service entitlements towards vacation, pension, guaranteed wage plan or any other benefits. However, seniority shall continue to accrue while on such leave solely for the purpose of recall, layoff and applying for job postings upon return to the workforce. An employee who has been granted leave to hold full time office in SEIU Local 2 Branch Local 300 will be continued as active members of the pension and welfare plans upon payment of the total contributions, whether from the Union or the employee concerned. During such periods of absence the employee's seniority shall continue to accumulate as if they were employed at their regular post by the Company.

An employee, who is on a Government Political Office Leave, will see their continuous and credited service recognized during their leave, up to a maximum of five

years. Such leave may be extended upon written reapplication and subject to Company approval. This service recognition will be only for the sole purpose of calculating the eligibility date of the 85 Point Retirement. This recognition of service shall not affect in any way the employee's retirement income and their services will not be recognized in the retirement income formulas. For an employee to qualify for Government Political Office Leave, the employee must hold a full-time, paid, elected position in a political office at the Municipal, Provincial or Federal level of Canadian Government.

Section 7 - Safety and Health

- a) It shall be the objective of the Loss Control Program to eliminate accidents and health hazards. The Company shall provide wherever possible, a place free of recognized physical and health hazards in accordance with the Worker Compensation Act and Occupational Health and Safety Regulations and shall comply with the First Aid Regulations (Part 33).
- b) Each employee undertakes to wear the protective equipment made available by the Company and to adhere to the Occupational Health and Safety Regulations.
- c) A Joint Health and Safety committee shall be established, in accordance to Division 4 of the WORKSAFE BC Act. Membership on the committee will be established in accordance with the following:
 - 1. it must have at least 4 members or, if a greater number of members is required by regulation, that greater number;
 - 2. it must consist of worker representatives and employer representatives;

3. at least half the members must be worker representatives;
 4. it must have 2 co-chairs, one selected by the worker representatives and the other selected by the employer representatives. Union members of the Committee shall be elected for two (2) years by the Union members in the plant. Selection of more than one employee from a department is subject to the approval of management.
- d) This committee will act in an advisory capacity and to the extent practical it will be guided by Division 4 Section 130 of the WORKSAFE BC Act – “Duties and functions of joint committee”
1. to identify situations that may be unhealthy or unsafe for workers and advise on effective systems for responding to those situations;
 2. to consider and expeditiously deal with complaints relating to the health and safety of workers;
 3. to consult with workers and the employer on issues related to occupational health and safety and occupational environment;
 4. To make recommendations to the employer and the workers for the improvement of the occupational health and safety and occupational environment of workers;
 5. to make recommendations to the employer on educational programs promoting the health and safety of workers and compliance with this Part and the regulations and to monitor their effectiveness;
 6. to advise the employer on programs and policies

required under the regulations for the workplace and to monitor their effectiveness;

7. to advise the employer on proposed changes to the workplace or the work processes that may affect the health or safety of workers;
 8. to ensure that accident investigations and regular inspections are carried out as required by this Part and the regulations;
 9. to participate in inspections, investigations and inquiries as provided in this Part and the regulations;
 10. to carry out any other duties and functions prescribed by regulation
 11. employees who attend Occupational Health and Safety related meetings during their regularly scheduled working hours shall not lose pay.
- e) The Company shall continue to provide lunchroom and washroom facilities and maintain sanitary conditions within the plant for all employees in compliance with the applicable government acts and regulations.
- f) All protective equipment shall be supplied free of cost with two exceptions listed below where the costs will be shared.

Section 8 - Safety Shoes

Boot Allowance of two hundred and fifty dollars (\$250.00) to be paid out annually, by April 21st of each year for the duration of this contract. This payment will only be paid to those regular employees who have provided receipts as proof of purchase.

An allowance of one hundred dollars (\$100.00) will be allowed seasonal employees who have provided receipts

as proof of purchase towards the purchase of one pair of safety shoes in any one year.

Section 9 - Prescription Safety Glasses

Upon presentation of a receipt for the purchase of prescription glasses, with CSA (Hardex lenses are not acceptable) approved lenses and frames, the Company will reimburse the employee up to a maximum of four hundred dollars (\$400.00) for every twenty-four (24) month benefit period. The benefit period will commence April 21, 1997.

Employees are required to use side shields as recommended by the Joint Health and Safety Committee.

Section 10 - Tool Replacement

The Company agrees to pay a tool allowance of six hundred (\$600.00) per year for regular employees, prorated for tradespeople who work less than 1560 hours, based on hours worked from January 1 to December 31 (i.e. $\$600.00 \times \text{hours worked} \div 2080$).

This allowance will be paid out annually on January 15 of each year for the duration of this agreement.

The \$600 tool replacement will be paid out on a separate cheque.

Section 11 - Job Training and Re-Training

The Company and the union both agree to the need for a serious commitment to the training. Training is essential to all employees to successfully implement and sustain the changes that are required in becoming a "World Class Brewery". The primary reason for providing training is to assist the brewery in achieving its business goals.

Once per year the training department will organize a

training needs analysis to gather feedback and input from the union on training needs and prioritize training with in the brewery (one representative from each department). This meeting will occur by February 1st of each year.

The Company agrees to commit up to 40 hours of training per year for regular operations employees - this includes safety and regulatory training. The company agrees to commit to 40 hours training for mechanics and to 56 hours training for electricians. Where possible, the company agrees to offer OEM training as part of the trades training commitment - this does not include safety & regulatory training. Further to this, when employees are selected for Trainer positions, the Company will provide a "Train the Trainer" program to ensure they are able to properly deliver training.

- a) Before selecting employees for training on other jobs, the Company will post the training job for a period of five (5) working days. With qualifications for the training job being given full and primary consideration, employees having the greater seniority will be given preference. Notwithstanding the foregoing, the Company may temporarily assign any employee to any job. The Company agrees to commit up to 40 hours of training per year for regular operations employees. This includes safety and regulatory training.
- b) Employees will be eligible for refund of tuition costs (including prescribed textbooks) of education courses provided that:
 - i. The course is given by a recognized school and is approved by the Manager as a contribution to the development of the employee;

- ii. The course is likely to contribute to the employee's performance or advancement within the Company;
- iii. The employee offers proof of successful completion of the course.

The maximum refund to any employee in any one calendar year will be two hundred dollars (\$200.00) for any full term course, and one hundred dollars (\$100.00) for any half term course.

c) Forklift Training and Instructors:

Fork lift operators will be certified in-house through the successful completion of the British Columbia Safety Council's module entitled Lift Truck Operator Certification Program. Fork lift training will be conducted at the brewery. The in-house training will be delivered by certified instructors.

The instructors' selection process will be achieved by allowing permanently posted fork lift operators to sign a training posting to participate in the British Columbia Safety Council's Lift Truck Instructor Certification program. When considering which applicant shall be given the Fork Lift Instructor posting, the Company will give primary consideration to qualifications and where qualifications are relatively equal, the senior applicant will be given the posting.

- d) The parties agree to meet and develop a program to identify those machines which would benefit from having certain individuals certified as trainers on that specific equipment. Implementation of the program shall be January 1, 1998. Once certified, the successful individuals shall receive a premium of \$1.00 per hour when scheduled as the certified trainer.

Section 12 - Trainees

One (1) Brewmaster Production Trainee per twelve (12) month period shall be allowed to work temporarily in the bargaining unit providing always that no bargaining unit employee is replaced and providing also that a bargaining unit employee works with such trainee for purposes of help and instruction.

A letter shall be provided to the Union stating who the production trainee is and the date that they started at the brewery.

Section 13 - Duplication of Benefits:

An employee shall not receive wages or allowances such as holiday pay, vacation pay, weekly indemnity, Long Term Disability, Workers' Compensation or other similar benefits so that the employee's net pay for any day or part day exceeds their normal net pay for such period from more than one source.

ARTICLE 12 – SECURITY OF PRINCIPLES

Section 1

- a) Where it is necessary for the Company to sublet beer hauling and delivery to outside firms, such hauling wherever possible shall be sublet to firms exclusively employing members of the Union. IT IS CLEARLY UNDERSTOOD AND AGREED that the intent of this paragraph is solely to safeguard employment of members of the Union and not to commit the Company to be a party to forcing employees of other hauling and trucking firms to join the Union.
- b) There shall be no lockout on the part of the Company and likewise there shall be no sympathetic strikes staged by the Union while this Agreement is in force and effect provided the Company shall not request or require its employees to handle, process or deliver goods coming from, belonging to, or for delivery to any establishment at which a strike or lockout is in progress, and it shall not be a violation of this Agreement for employees to refuse to handle, process or deliver such goods or to refuse to cross an established bona fide picket line.
- c) The Company is to provide Security to the entire property. The Company will not use cameras to monitor performance of employees
- d) The Company shall be entitled to the use of the Union Label of the Canadian Union during the term of this Agreement provided the Company strictly lives up to the terms of this Agreement.

ARTICLE 13 – GUARANTEED WAGE PLAN

The Guaranteed Wage Plan which is a supplement to the Agreement as amended shall continue in effect up to and including November 20, 2021. The Guaranteed Wage Plan is intended to provide assistance for certain eligible employees who are laid off as a result of the application of the layoff provisions of this Agreement and is not to be construed as authorization to alter existing layoff practices.

ARTICLE 14 – TECHNOLOGICAL CHANGE

1. 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 seven (7) 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 redeployment of the affected regular employees in accordance with the provisions of the collective agreement and the provisions as set out in the Guaranteed Wage Plan (GWP); and, in so doing, shall designate the employees to be indefinitely laid off;
 - c) During the first thirty (30) days of the notice period and prior to effecting any layoffs or separations

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

2.

- 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 Article 15 hereof. If any of those employees were classified as probationary or regular employees prior to May 17, 1988, their separation payment calculation shall include an additional one thousand dollars (\$1,000.00);
- (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 that 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 their employment, 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.

ARTICLE 15 – SEPARATION PAY

Section 1

A regular employee shall be entitled to separation pay as set out in subsection 3, provided they have not been excluded by subsection 2 and provided they meet any of the following eligibility provisions:

- a) if they are terminated for a reason other than set out in subsection 2;
- b) if they are laid off and on any date during their layoff the hours scheduled for them during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours, provided they are 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, they 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 (b) above;
- d) if they are ultimately designated for indefinite layoff as a result of a major technological change as provided in Article 14 Section 2.

An employee eligible for a separation payment hereunder must apply for it not later than six months after they first become eligible therefore, otherwise their 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 they are entitled without waiting the six months' period.

Section 2

Notwithstanding subsection 1, an employee shall be excluded from separation pay eligibility if:

- a) they quit;
- b) they are terminated for just cause;
- c) they are terminated under Article 3, Section 2 (loss of seniority provision) of this collective agreement;
- d) they have been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations, unless;
 - i. the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
 - ii. the direction or decree purports to change the method of beer retailing within the Province;
- e) they 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;
- f) they are laid off and have arranged with the Company to take leave of absence without pay for a specific period in lieu of their layoff;
- g) they are in receipt of income replacement benefits

under the Weekly Indemnity or Long Term Disability Plans or the Workers' Compensation Act;

- h) they are entitled to receive any pension under the Company or Government Pension Plan.

Section 3

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 their hourly rate in effect as of time of layoff) multiplied by the number of years of seniority (pro-rated for partial years of service) as of the last day they actively worked in the Bargaining Unit, plus
- b) for employees classified as probationary or regular employees prior to May 17, 1988, an additional **Three Hundred and Seventy-five (\$375.00)** multiplied by their 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 they first becomes eligible therefore shall have their separation pay under this part (b) calculated as Seven Hundred and Fifty Dollars (\$750.00) multiplied by their completed years of seniority used in (a) above to a maximum of 15 years. If there is a permanent closure of a brewery the 15 year maximum is replaced with a 22 year maximum.

Section 4

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.

Section 5

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

Section 6

In the event of permanent plant closure, the Company agrees to give the Union notice of such closure at least six (6) months before the date on which the closure is to be effected.

ARTICLE 16 – ADDENDUM AND LETTERS OF UNDERSTANDING

The parties, specifically Brewery, Winery and Distillery Workers SEIU Local 2 Branch Local 300 (the “Union”) and Molson Breweries, FVB, British Columbia (the “Company”), have agreed to an Addendum (Appendix ‘D’) to this Collective Agreement. It is agreed that this Addendum (Appendix ‘D’) and all Letters of Understanding between the parties supersede the provisions of the Collective Agreement where necessary and/or in the event of any conflict between the provisions. Accordingly, we have agreed that the Addendum (Appendix ‘D’) and the Letters of Understanding form part of the Collective Agreement.

ARTICLE 17 – DURATION OF AGREEMENT

This Agreement executed this 18th of September 2021 shall remain in force until April 20, 2024 and thereafter from year to year, unless either party serves notice of termination on the other party hereto within four (4) months prior to the 20th day of April 2024 or if such notice has not then been served within four (4) months prior to the 20th day of April in any year subsequent thereto.

The provisions of Sub-Section 4 of Section 46 of the Labour Relations Code of British Columbia are hereby excluded.

IN WITNESS WHEREOF the parties hereto have affixed their signatures this 18th day of September.

FOR THE COMPANY:

Vincent Boudreau
Drew Paddon

FOR THE UNION:

Gerry Bergunder
John Locke
Rob Ricci
Brenden Danyluk
Edward Ordona

APPENDIX A – BENEFIT PLAN

Blue Cross Group Benefit booklet to be given to each employee in January of each year as requested.

1. Effective Date

This Appendix “A” shall be effective the date of signing the Agreement, or as soon thereafter as the same can be implemented and shall continue to be binding on the parties to the Agreement for so long as the Agreement is binding between the parties.

Employees hired after December 31, 2021 will be eligible for the Molson Coors Flex Benefits plan for medical, dental, and life insurance, and will not be eligible for those parts of the benefits plan outlined in Appendix A

2. Eligibility

Each employee shall be entitled to the benefits in this Appendix “A” subject to the following conditions:

- 2.1 If qualified for the present benefit plans on the date this Agreement is signed, it shall be eligible on the effective date of this Appendix “A”, or;
- 2.2 Employees shall be eligible to receive the benefits described within Appendix “A” upon being awarded “regular” employee status. (See Letter of Understanding #3)
- 2.3 The maximum out-of-pocket will move from \$200 to \$500 for single and family coverage.

Note: the coverage levels for all other benefits not mentioned above will remain status quo for the life of the collective agreement.

3. Benefits

Each eligible employee shall be entitled to the following benefits:

3.1 Life Insurance

Each benefit status employee actively at work shall be insured for \$95,000. Employees not actively at work on the above named days shall be provided increased insurance coverage upon their return to active employment.

In the case of total and permanent disability prior to age 60, the insurance amount in effect on the employee's last day actively at work as set out above shall be continued in force without further cost to the employee. Upon retirement under the Pension Plan, this insurance shall be reduced to \$4,000.00 and continue in force without further cost to the employee.

3.2 Accidental Death and Dismemberment

In addition to the life insurance under 3.1 above, each benefit status employee actively at work shall be insured for \$95,000.

In case of accidental death or dismemberment resulting from non-occupational causes.

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

3.3 Hospital Expense

The Provincial Government Hospital Plan shall be considered as part of this program for employees and dependents. To supplement this, each employee will be insured up to a maximum of five dollars (\$5.00) per day

for a maximum of seventy (70) calendar days, against expenses incurred by themselves or their dependents due to hospitalization for non- occupational and non-maternity causes

3.4 Surgical and Medical Expenses

- a) Each employee and their dependents shall be enrolled in the applicable Provincial Surgical and Medical Service Plan.
- b) Each eligible employee and their dependents will be enrolled in the Extended Health Benefits Plan.

Physiotherapist \$400 annual maximum

Chiropractic \$400 annual maximum

Massage Therapist \$400 annual maximum

Acupuncturist \$400 annual maximum

3.5 Dental Plan

Part “A” – Basic -100% with \$1,500.00 annual maximum

Part “B” – Restorative - 75% *

Part “C” – Orthodontic - 50% *

* Part B and Part C have a combined lifetime maximum of:

Year 1: \$ 5000

Year 2: \$ 5500

Year 3: \$ 6000

Effective April 21, 2012 the Dental Plan is to provide the maximum per year for basic services of \$1,500.00. The increase shall only apply to eligible expenses incurred after the above date. Effective April 21, 2012 the combined lifetime maximum for Restorative and Orthodontic Services is \$5000.00 in year 1, \$5500.00 in

year 2 and \$6000.00 in year 3 of this agreement. The increase shall only apply to eligible expenses incurred after the date of the ratification. Effective April 21, 2012, there will be a provision for an annual reinstatement of up to \$600.00 at the beginning of each calendar year, if required to restore such lifetime maximum to the level as identified above. This change shall only apply to eligible expenses incurred after the above date.

Effective May 1, 1991 "Restorative" coverage is seventy-five (75) percent of eligible expenses, for all such expenses incurred after the above date.

3.6 Vision Care

- a) To provide for a Vision Care Plan over and above Article 11, Section 9 for regular employees and their eligible dependents. The Company will arrange for a vision care plan which includes coverage for corrective lenses, frames and contact lenses to a maximum of \$300 per person per twenty-four (24) month period. Each employee and eligible dependent will be provided an eye exam each twenty- four (24) month period up to the maximum fee prescribed by the British Columbia Fee Guide.
- b) The Company agrees to a one time only cost of \$500 for Laser Eye surgery per eye that is separate from the vision care coverage maximum.

3.7 Drug Card

The company agrees to provide regular employees a drug card, subject to automatic co-pay, a \$2.00 prescription deductible and a generic drug program. The current deductible will remain in place.

3.8 Paramedical Practitioner Coverage

The company agrees that each eligible Paramedical Practitioner visit will be covered at current reimbursement rates and annual maximums inclusive of user fees.

3.9 Custom Hearing Protection

Employees will be provided with custom molded hearing protection once every five years with the company covering 100% of the cost.

3.10 Disability Income Plan

(a) Each eligible employee shall be entitled to continuation of income as specified hereunder, during periods of absences due to disability, provided that:

- (i) they are actively at work when the disability commenced, and not absent without leave, or on layoff (other than an annual shutdown of two weeks); and
- (ii) they submit medical evidence of sickness or accident satisfactory to the Company and the Insurer.

(b) Full Compensation

1. Each eligible employee shall be entitled to full compensation at their base rate for any periods of absence under the following terms, provided that the absence is caused by sickness or accident that does not entitle the employee to Workers' Compensation payments.

2. Sick/Personal Days

All regular (full time) employees will have 6 days of sick/personal leave as of April 22nd, 2021.

Any new employees hired as of April 22nd, 2021 will have 6 days of sick/personal leave allocated on a prorated basis during the year in which the employee attains regular (full time) status. These sick/personal leave days can be used for any type of an absence including illness; although we understand some emergency situations may arise on short notice, the Company's preference is that if possible the employee provides as much advance notice as possible to request these days off so that adequate coverage can be arranged and the time off can be approved.

3. The entitlement may be drawn upon at a maximum of forty (40) hours per calendar week during an absence.
4. Provided the employee is actively at work, the entitlement will be re-established each calendar year.

Should an employee be absent and drawing full compensation over the end of the year, they may continue to draw on any unused portion until it is exhausted, but their entitlement in the new year shall be re-established only after they have returned to work.

An employee shall have the option of supplementing to full pay, their weekly

indemnity benefit after the first twenty four (24) hours of sick leave. For each day supplemented the employee's maximum sick leave shall be reduced by three (3) hours. If an employee who has not had to use any of their sick pay in the calendar year experiences an illness or accident for which they expect to be absent for more than fifteen (15) working days, they may elect not to use the last twenty four (24) hours of their sick leave entitlement as outlined above for that illness, thereby providing themselves twenty four (24) hours of sick pay which may be used for a different illness later in the year.

If the first twenty four (24) hours sick leave are not used up at the end of the year, then those days may be used to make up the employee's base rate of pay for the first twenty four (24) hours of their original illness.

5. Any unused portion of sick/personal leave up to forty-eight (48) hours will be paid out until the end of the collective agreement, in which case forty-eight (48) hours will be paid out.

Any unused portion of sick/personal leave to a maximum of forty-eight (48) hours will be paid to the employees on the last pay day before Christmas. Regular employees who have been absent for the full twelve (12) month period shall not be entitled to sick leave credits. Employees who terminate their employment or retire during the calendar year shall receive sick/personal leave benefits prorated at one-half their then existing daily

basic wage rate for each full month worked from January 1 to their termination date less any sick/personal days taken during this period.

(c) Partial Compensation

1. When the entitlement to full compensation provided for in Section 3.11 has been exhausted, each eligible employee shall be entitled to partial compensation at a rate equal to seventy per cent (70%) of the employee's weekly wage (calculated by multiplying their current wage rate by forty (40) hours) for periods of absences that extend beyond the periods covered by Section 3.11 provided that the absence is caused by sickness or accident that does not entitle the employee to Workers' Compensation payments.
2. The payment of partial compensation shall be limited to a maximum of forty (40) hours per calendar week including any stipulated Statutory Holidays occurring during an absence
3. The periods of partial compensation available shall be governed by the insurance company procedures for a twenty-six (26) week benefit period, starting with the first work day of an accident and the fourth work day of a sickness, and including any part of an absence for which full compensation has been paid under Section (b).

4.0 Long Term Disability

- a) Should the disability described above continue beyond the end of the 26th week, the insured Long Term Disability Plan will commence at the 27th week and will continue until recovery, or age 65, whichever occurs first.

Where an employee has received Workers' Compensation payments for a 26 week period, the Long Term Disability plan will commence at the 27th week and will continue until recovery or age 65, whichever occurs first.

The L.T.D. Plan will provide the payments of sixty-six and two-thirds per cent ($66 \frac{2}{3}\%$) of wages (applicable hourly rate times 40) in effect during the first seventy-eight (78) weeks of the Long Term Disability Plan. Should the disability continue past the 104 week period (26 weeks plus 78 weeks) the future weekly benefit will be calculated at sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of wages (hourly rate times 40) in effect at the 104th week of disability.

- b) Coverage under insured Weekly Indemnity and Long Term Disability Plans will be continued:
- (i) for the first one hundred and four (104) weeks of a disability provided the employee is unable to perform their own job;
 - (ii) in excess of one hundred and four (104) weeks, provided the employee is unable to perform any job for any employer for which they are reasonably qualified by training and education, or experience, to perform as determined by the insurance carrier.

The Weekly Indemnity Plan and the Long Term Disability Plan will be of a standard nature underwritten by an insurance carrier and will include an offset clause for integrating statutory payments such as Canada Pension Plan, Unemployment Insurance, and in the case of Long Term Disability, will also include an offset clause for integrating Workers' Compensation.

Where weekly indemnity benefits payable under the weekly indemnity plan together with weekly or lump sum time loss benefits payable by any other government supported or Crown Agency, (including any plan or program established pursuant to the provincial automobile insurance act program) for the same disability exceed 100% of normal weekly earnings, the employee must reimburse any such excess to the weekly indemnity plan. The employee must, prior to receiving weekly indemnity benefits execute such forms of authority as are necessary to permit the direct payment of any such weekly or lump sum time loss benefits to the Company. The Company shall then pay to the employee any monies which the employee is entitled under this clause

c) **Employees Absent on Effective Date**

Employees who are absent from work on Weekly Indemnity on the effective date of the new sickness and accident plans;

- i. and recover and return to work for at least a two week period prior to the expiry of their one hundred and four (104) weeks, shall then be covered by the revised Weekly Indemnity and insured Long Term Disability Plan, or;

- ii. recover and return to work for at least one day prior to the expiry of their one hundred and four (104) weeks in the case where the latest disability absence cannot be connected with the causes of any of the prior disability absences, shall be covered by the revised Weekly Indemnity and Long Term Disability Plan.
- d) The Company will provide the necessary monies to build up the pension of an employee receiving benefits from the Weekly Indemnity and Long Term Disability Plans at the rate of pension accrual in effect at the commencement of the disability.
- e) **Effect on Other Benefits**
 - 1. **Group Insurance**

Life, Hospitalization, Medical and Surgical Insurance Plans shall be continued in force during any absence for which the employee is in receipt of full or partial compensation.
 - 2. **Vacations**

Employees who have exhausted their entitlement to full compensation under Section (b) shall have the privilege of using any unused vacation to which they are entitled in the current vacation year to supplement partial compensation to full compensation.
 - 3. **Statutory Holidays**

Employees drawing benefits under the Weekly Indemnity Plan shall receive a supplement up to full pay for statutory holidays falling within the 26 week period. Such supplement shall not be drawn from the employee's sick or accident leave entitlement.

- f) Insurance company regulations will apply to the insured benefits under this Plan.

5.0 Benefit Plan Costs

The Benefit program outlined herein will be provided by the Company, free of cost for eligible employees except as outlined in Section 6 of this Appendix "A".

Notwithstanding the foregoing, it is agreed that the employees' 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 the collective agreement.

6.0 Cancellation of Benefits

- 6.1 An employee whose service with the Company has been terminated, shall not be entitled to any benefits after the date of such termination
- 6.2 An employee on layoff for lack of work, or on leave of absence, may elect to continue their coverage for all benefits in this Appendix "A" except for Section 3.10 - Disability Income Plan for a period allowed by the insurance company regulations, but not exceeding three (3) months (except as otherwise provided in the Guaranteed Wage Plan hereto annexed), provided that they pay the full cost of the continuing benefits, except that if they work at all during the month, their regular premium deduction will cover the continuing benefits for that month.

6.3 Benefits for Pensioners

All benefits granted to employees who retired prior to the date of signing of the Agreement are governed by the Agreement in force on the date they retired.

- a) Employees who at the expiration of this collective agreement (April 21s, 2021), have reached a minimum of 55 years of age with a minimum of 15 years of service and 70 points, will be grandfathered with the current level of post-retirement benefits.
- i. Life insurance continued at \$5,000.00.
 - ii. Base Medical and Hospital Benefits will be continued in the Provincial Plan for the life of the pensioner provided that they continue to reside in Canada.
 - iii. Major medical coverage will be continued for the life of the pensioner provided they continue to reside in Canada.
 - iv. Drug card on a go forward basis
 - v. Physiotherapist \$400 annual maximum
 Chiropractic \$400 annual maximum
 Massage Therapist \$400 annual maximum
- b) Employees hired prior to April 20, 2015 who do not meet the criteria listed above will be grandfathered and will be eligible for post- retirement benefits as listed above, but will share the cost of the benefits with the Company: the Company will pay 50% of the cost, and the Employee will pay the remaining 50% of the costs.
- c) Employees hired after April 20, 2015 will not be eligible for the post-retirement benefits described above.

7.0 Pregnancy/Adoption/Parental Leave & Sub Plan (Top-Up) Procedure

7.1 Eligibility

- a) To qualify for leave under this policy, the employee must have been employed by Molson for the period of time prescribed by the Employment Standards Act of British Columbia and,
- b) The employee must have requested in writing their intention to take a leave.
- c) Sub plan benefits: All full time permanent salaried and permanent hourly employees who are eligible for Employment Insurance (EI) benefits are eligible to receive benefits under this sub-plan if they have been a full time permanent employee for at least 12 consecutive months prior to the date of the commencement of the leave.

7.2 Entitlements

- a) **Period of leaves:** The employee shall be entitled to a leave which, in duration, is defined, relative to the type of leave being applied for, by the *Employment Standards Act* of British Columbia.
- b) **Reinstatement:** The employee will be reinstated to their former position or to a comparable one, at the salary rate applicable to the former position at the commencement of the leave of absence.
- c) **Pension:** The period of absence will count as “Credited Service” for pensions plan purposes. The “top up” amount paid by Molson is regarded as pensionable earnings.
- d) Benefits coverages:
 - i. Pregnancy leaves: Full benefit coverage under the Company’s Group Insurance plans will be maintained during the leave of absence.

- ii. Adoption and parental Leaves: Benefits will be paid as per the *Employment Standards Regulations* of British Columbia.

e) Sub-Plan Benefits

1. Conditions for sub-plan benefits (top-up). to receive the benefits of this sub plan employees must:
 - (a) State their intention to return to work after the leave and to remain in Molson's employment for a minimum of 6 months following the leave. Employees failing to do so (except in the case of involuntary termination), will be required to repay all "top up" monies paid by Molson Breweries during the leave.
 - (b) Provide proof of eligibility to receive EI benefits (i.e. an EI cheque stub) to the Personnel Department as early as possible during the leave.
 - (c) Provide a copy of the final EI cheque stub to the Personnel Department.
2. Period of Top-up:
 - (a) The period of top up under the SUB plan will be based upon entitlement to receive EI payments; the periods of eligibility may vary subject to EI rules in effect at the time of the leave.
 - (b) SUB plan payments will be made for the period of the leave only and will commence upon proof of EI entitlement (retroactive to the day the EI commencement date). These payments will be made weekly.

- (i) Top-up during Pregnancy/Adoption Leave:

Molson Breweries will top up the EI payments as per the employee's regular pay schedule so that the total pre-tax income received, when EI benefits and the Molson top-up are integrated, are equal to *60% of the base pay rate. The top up will continue for the number of weeks of EI eligibility to a maximum of 18 months.

During the first two weeks when EI payment is not payable (the "waiting period"), the 60% of the base pay rate before statutory deductions will be paid exclusively by Molson Breweries.

- (ii) Top-up during Parental Leave: Employees on parental leave will also receive the top up to the EI payments so that the total pretax income received is equal to *60% of the base pay rate. Molson Breweries will continue to top up EI payments as long as EI payments continue to be made to a maximum of 18 months. If there is a waiting period for EI benefits at the commencement of the parental leave (usually in the case of the second parent claiming EI), *60% of the base pay rate for this two week "waiting period" will be paid exclusively by Molson.

Notes:

- (i) Employment Insurance payments are

subject to a special recovery or 'clawback' by Revenue Canada, to the extent the recipients net income in the year of receipt exceeds 150% of maximum insurable earnings under the program. The employee is personally responsible for the settlement of any clawback against EI payments received by them, which may be made by Revenue Canada

- (ii) In this plan, EI is the first payer after the 2 week waiting period.

f) Vacation entitlements:

1. *Pregnancy Leaves*: Vacation entitlements will not accrue during the leave of absence but upon return to work, the period of absence will be credited for purposes of calculating vacation entitlement
2. *Adoption and Parental Leaves*: Vacation entitlements will be applied as per the *Employment Standards Regulations* of British Columbia.

7.3 How to Apply for Leave

- a) Employees must request in writing their intention to take the leave, including approximate leave and return dates, at least 2 months prior to the commencement of the leave (except in the case of Adoption leaves).
- b) In the case of pregnancy leave, the employee must furnish a medical certificate, indicating the estimated date of delivery.

- c) The scheduled date of return to work must be agreed to by the employee concerned and the immediate supervisor prior to the commencement of the leave of absence. The employee must contact their immediate supervisor four weeks prior to the scheduled return to reconfirm the return date.
- d) With the approval of the immediate supervisor, outstanding vacation entitlements may be used to extend the leave, but such entitlements must be taken at the end of the leave.

APPENDIX B – MEMORANDUM ON PENSIONS

Preamble

This article represents a pension plan provision which provides for pension benefits during the term of this Collective Agreement.

- a) As of April 21, 2006, all new employees will enter a Defined Contribution (DC) Pension plan.

As of ratification date of the 2018-2021 collective agreement, the mandatory contributions by The Company and the member will be increased to five (5) percent each. Should a member contribute an additional four (4) percent, the company will contribute with an additional three (3) percent. For a maximum total of 17%

- b) Effective December 31st, 2019, members currently enrolled under the Defined Benefit (DB) component of the pension plan will cease to accrue future DB benefits and will be transferred into the Defined Contribution (DC) component. Those members of the DB plan who have reached their maximum years of service and are no longer accruing pensionable service will also move to the DC pension plan. Under the DC plan the Company will contribute five (5) percent and the member will contribute five (5) percent. The member may also contribute an additional 4%, which the Company will match with 3% (up to a max of 2080 hours).

1. Introduction

With respect to benefits up to and including December 31, 1967 under the Company Plan as now constituted, there is to be no change but Credited Service after that date will count for qualification purposes. The main provisions of the Plan, established at January 1, 1968 and including amendments through to and including April 20, 2021 are summarized below. The provisions of the formal Plan document apply in case of conflict with this summary.

2. Eligibility

Employees shall become members of the plan on the earliest of:

- a) the first of the month following the month in which they attain benefit service,
or
- b) the first of the month following the month in which they have achieved two consecutive calendar years of employment in each of which such Employee earned at least 35% of the YMPE.

Seasonal employees shall become members of the plan on the first day of the month following the month in which both of the following conditions are fulfilled:

- a) the completion of 24 months of uninterrupted continuous service – for this purpose, periods of layoff for lack of work which do not exceed six months shall not be considered an interruption of continuous service, and
- b) the completion of two consecutive calendar years of employment in each of which such Seasonal employee earned at least 35% of the YMPE.

3. Contributions

Members do not contribute to the Plan.

4. Credited Service

Credited Service prior to January 1, 1968, shall be calculated as outlined in the Plan document.

Credited Service on or after January 1, 1968, shall be computed for each calendar year on the basis of one-tenth of a year for each 180 hours actually worked or for which wages have been paid. It is understood that wages shall mean actual earnings for work performed, vacation pay, payment for any leave of absence such as, for example, payment of statutory Holidays, and any period for which an Employee is absent from work and in receipt of Workers' Compensation or Weekly Indemnity payments. Credited Service in any calendar year shall not exceed one year and shall be calculated to the nearest one-tenth of a year.

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

For purposes of determining the Accrued Retirement Pension, Credited Service earned by a Member while a Seasonal employee on or after April 21, 2002 shall be Seasonal Credited Service and all other Credited Service earned by the Member shall be Regular Credited Service.

5. Accrued Retirement Pension

A Member's Accrued Retirement Pension under the Plan is a monthly amount, subject to adjustment under section 9 and 12, equal to the sum of:

- a) the Member's Regular Credited Service multiplied by the applicable lifetime benefit rate per year of Regular Credited Service, as described in the

following table, and

- b) the Member's Seasonal Credited Service multiplied by the applicable lifetime benefit rate per year of Seasonal Credited Service, as described in the following table.

Defined Benefit Pension Plan – Benefit levels per year of Regular Credited Service Plan (these pension levels are indexed):

For retirements, Deaths, or Termination of Employment that occurred in the period April 21/98 to December 31/19	Applicable Lifetime Benefit Rate per year of Regular Credited Service	Applicable Lifetime Benefit Rate per year of Seasonal Credited Service
	\$85 .00	\$85 .00

6. 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 or after Normal Retirement date, the Member shall be entitled to a pension from the Plan, subject to adjustment under sections 9 and 12, equal to their Accrued Retirement Pension as determined at the date of retirement.
- b) **Special Early Retirement** - A Member who attains age 60 and completes 30 years of Credited and elects to retire during the term of this collective agreement, shall be entitled to a pension from the Plan, subject to adjustment under Section 9 and 12, equal to their Accrued Retirement Pension as determined at the date of retirement. They shall also be entitled to a temporary monthly pension from the Plan payable to

Normal Retirement date (or until death of the Member, if earlier), equal to the Member's Credited Service multiplied by \$15.07. This temporary monthly pension is not subject to adjustment under section 12.

c) **Over Thirty Option - Special Retirements**

It is understood and agreed between the parties that the enhanced pension benefits negotiated in this Article are based on and in lieu of wage increases in the 1997 of this Collective Agreement. This Letter sets out a special bonus payable outside of the pension plan applicable to certain employees who will have greater than 30 years of pensionable service and who will retire between the ages of 55 and 60.

An employee who has attained age 55 and retires on or before their 60th birthday, will be eligible for a cash bonus of \$5,000.00 for each year of pensionable service in excess of 30 years. The bonus will be prorated for partial years of pensionable service and will be paid upon retirement. An employee terminating prior to age 55 or retiring after their 60th birthday will not be eligible for any part of this bonus. Any new employees achieving benefit status (Member) after the date of ratification of this Collective Agreement will not be eligible for this bonus.

d) **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 Plan, subject to adjustment under Section 9 and 12, equal to their Accrued Retirement Pension as determined at the date of retirement.

7. 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 of Credited Service may elect Early Retirement. Upon Early Retirement the Member shall be entitled to a pension from the Plan, subject to adjustment under Section 9 and 12, equal to their Accrued Retirement Pension as determined at the date of retirement reduced by one-third of 1% for each month by which their Early Retirement date precedes their Normal Retirement date.

8. Partial Disability Retirement

An active Member who has attained age 50, completed 10 years of service, becomes disabled to the extent that Molson Breweries agrees that the Member should retire, and is not eligible for payment under the Long Term Disability Plan, may elect Partial Disability Retirement. Upon Partial Disability Retirement the Member shall be entitled to receive a pension from the Plan, subject to adjustment under Section 9 and 12, equal to their Accrued Retirement Pension as determined at the commencement of disability.

9. 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 90 day period immediately preceding retirement.

Unless the joint and survivor pension is waived, the Member's lifetime pension shall be reduced by 5%, and, upon the Member's death, their spouse shall receive a pension equal to 60% of the lifetime pension being paid to the Member immediately prior to their death. Further, the lifetime pension shall be actuarially reduced to the extent the spouse is more than 10 years younger than the Member.

10. Benefits on Death before Retirement

If an active Member dies having completed 10 years of continuous service, their eligible spouse shall receive an immediate pension from the Plan, subject to adjustment under Section 12, equal to 50% of the Member's Accrued Retirement Pension as determined at the date of the Member's death. The value of the monthly pension payable to the spouse cannot be less than 60% of the value of the vested benefits earned in respect of service on or after December 31, 1992.

In lieu of the monthly pension otherwise payable, an eligible spouse may elect to receive the commuted value of the pension as a lump sum payment.

If an active Member dies on or after age 55, the Plan will assume the deceased member retired on their date of death.

11. Benefits on Death after Retirement

If the joint and survivor pension outlined in section 9 is waived or if the Member does not have an eligible spouse at retirement, the Member's pension shall be payable during the Member's lifetime and shall cease upon their death. Upon retirement, the Member may elect an optional form of pension.

12. Escalation of Benefits

For Members who retire on or after May 1, 1973, the Member's pension shall be subject to an annual escalation. The escalation will be made on each January 1st following the Member's actual retirement date, based on the increase in the national Consumer Price Index for the twelve month period ending the prior August 31st, to a maximum of 2%. For a Member who retires within the 6 - month period prior to their first escalation, the 2% maximum shall be reduced to one-third of 1% for each month by which the Member's actual retirement date precedes the date of the first escalation.

Any pension payable to a spouse of a Member who retired on or after April 21, 1988 shall also be escalated, with the first increase occurring on the January 1st following the Member's death.

13. Termination of Employment (Vesting)

Upon termination of employment prior to attaining age 55 but after completing the earlier of two years of Plan Membership or five years of continuous service, a Member shall be entitled to a pension from the Plan, subject to adjustment under Section 9 and 12, commencing on their Normal Retirement date and equal to their Accrued Retirement Pension as determined at the date of termination of employment.

14. Pension Advisory Committee

In order to promote awareness and greater understanding of the plan amongst the membership, a Pension Advisory Committee will be established. This Committee will be made up of one active Plan Member and one retired Plan Member. Appointments to the Committee shall be made

by the Union members of the Negotiating Committee.
The Committee may review and provide advice on the financial, actuarial and administrative aspects of the plan and any other matters relating to the plan as requested by the employer or administrator.

APPENDIX C – GUARANTEED WAGE PLAN

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

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 21st day of April, 2021, 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 Employment 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 Employment Insurance Benefits to which they would otherwise be entitled.

1. Purpose

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

2. Eligibility for Participation in the Plan

An eligible employee entitled to participate in the plan is a regular hourly employee. Regular employees who are specifically included in this plan are indicated on the seniority list within this Collective Agreement.

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 layoff is questioned under the Grievance Procedure of the Collective Agreement final disposition of any grievance will determine the employee's status under the Plan.
- b) Employees who have been laid off because of any strike, lockout, slowdown, picketing or other action either by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by the SEIU Local 2 Branch Local 300, or by the Interior Brewery Workers Local 308; or by any successor thereof.
- c) Employees who have been terminated because of a specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations.
- d) Employees who have been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God.

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

4. Disqualification for Benefits

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

- a) In which they have been on layoff and have failed to apply for E.I. benefits, or in which they have been disqualified or disentitled from E.I. benefits by any reason other than serving a two (2) week waiting period.
- b) In which they have been on layoff and have failed to keep themselves registered for employment with the Service Canada Centre in those cases where such registration is necessary to qualify for E.I. benefits or for reduction of E.I. waiting period.
- c) In which they have failed or refused to accept employment deemed suitable for them by the Employment Insurance Commission.
- d) In which they have failed to accept and report for any appropriate work assignment of at least one normal working day unless excused for reasonable cause.
- e) In which they are in receipt of a benefit provided by the Company's Disability Income Plan or Long Term Disability Plans.
- f) After they have become entitled to receive any pension under the Company or Government Pension Plan.

- g) In respect of which they are qualified for compensation from the Workers' Compensation Board for any compensable accident or illness.

5. Definitions

"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 they received wages from any employer, plus
- c) All hours scheduled in such week for an employee who is not on layoff and which they have 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 they have 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 them.

"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 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 (a), (b) and (c) below and deducting from such product the sum of item (d) below.

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

7. Social Security Benefits During Layoff

An employee who is laid off continues to participate in the Social Security Plan of the Company applicable to employees in the bargaining unit to the end of the month following the last month in which they have worked in the bargaining unit, or until the end of the last month during which they have drawn a benefit under this Plan, whichever is the later. Social Security Plan for the purposes of this section does not include the Pension Plan or the Company's Disability Income Plan 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 Social Security 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 they have used any benefits and has not subsequently restored them.

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

TABLE A

Completed Years of Benefit Service	Maximum Benefit Entitlement
Determined as of the November 21 st immediately preceding their layoff	
15 years or more	78 weeks
10 years or more	65 weeks
5 years or more	52 weeks
4 years or more	45 weeks
3 years or more	35 weeks
2 years or more	25 weeks
1 year and more	15 weeks

The maximum number of weeks benefits which an employee may use during any twelve (12) month period commencing November 21st shall not exceed their maximum benefit entitlement determined as of that November 21st 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 they are on layoff and in receipt of benefits for more than thirty-two (32) hours; and, by $\frac{4}{5}$ ths of one week for each week in which they are on layoff and in receipt of benefits for more than twenty-four (24) hours; and, by $\frac{3}{5}$ ths of one week for each week in which they are on layoff and in receipt of benefits for more than sixteen (16) hours; and, by $\frac{2}{5}$ ths of one week for each week in which they are on layoff and in receipt of benefits for more than eight (8) hours; and, by $\frac{1}{5}$ th of a week in which they are on layoff and in receipt of benefits for eight (8) hours or less; and, their weeks of benefits shall also be decreased by one week for each week in which they are on layoff but was disqualified for any of the reasons set out in subsections (a), (b), (c) and (d) of Section 4.

9. Deductions

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

10. Applications

Employees shall be required to observe such rules and follow such procedures and make such reports and applications as shall be prescribed by the Company after consultation with the Union. The willful falsification of any fact material to the determination of an employee's benefit rights under the Plan shall result in the forfeiture of any benefit rights they 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. Clarification Notes

- a) Under no circumstances will the aggregate E.I. benefits plus weekly G.W.P. benefit payable to an eligible employee exceed 95% of the employee's regular weekly wage.
- b) 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 they are actually in receipt of E.I. benefits with the only exception being the two week E.I. waiting period.
- c) The employees covered by the Collective Agreement have no vested rights in the G.W.P.
- d) Molson Breweries pays G.W.P. benefits out of its general revenue.
- e) 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.
- f) Payments made out of the G.W.P. do not operate to effect the amount of severance pay to which an

employee is entitled pursuant to the Separation Pay provisions of the Collective Agreement.

- g) The Plan is applicable only for periods of temporary layoff.

13. Duration of Agreement

This Agreement shall continue until November 20th, 2021. During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations, but on the understanding that any amendments to this Agreement will not take effect any earlier than November 21st, 2021.

APPENDIX D – WORKPLACE IMPROVEMENT

This Appendix constitutes a supplement to the Collective Agreement between Molson Breweries (the “Company”) and SEIU Local 2 Branch Local 300 (the “Union”).

The purpose of this Appendix is to establish an enabling framework within which an organization system can be sustained that will ensure an efficient and competitive operation and provide meaningful work and job satisfaction for employees.

The parties accept the proposition that building such an organization development framework is an evolutionary process of building trust.

1.0 COMMITMENT TO WORK COOPERATIVELY ON THE PROCESS OF CHANGE

1.1 The parties agree to work cooperatively on the process of change in the workplace striving to become a World Class operating environment. It is understood that joint involvement from the earliest possible stage is critical to achieving consensus on the approach to be taken within the WCSC methodology.

1.2 The parties agree the success of workplace change initiatives should be measured with the following indicators: safety, human resources, labour-management relations, quality, customer satisfaction, productivity and costs.

1.3 The parties recognize and agree that a strong union-management relationship is an essential ingredient for the continuous improvement of the FVB Operation. This relationship facilitates direction-setting, policy and administration, and allows for flexible rules.

Within this context, the parties agree to address the

following issues through joint committees or the established Union-Management Committee: planning for operational changes, human resource planning (e.g., manpower forecasting based on projected volume, training plans), and new technology.

- 1.4** The parties agree to maintain an environment of continuous dialogue on all issues affecting the overall effectiveness and competitiveness of the FVB Operation.

2.0 UNION-MANAGEMENT RELATIONSHIP ENHANCEMENT

2.1 Identification of Need to Change

The parties recognize the impact of Union/Management relationship on the competitiveness of the FVB Operation.

The parties are committed to continuously improving this relationship and as such, ensuring the viability of the operation.

2.2 Effectiveness of Union-Management Committee Meetings

The parties agree to the following in the context of continuously improving Union-Management meeting effectiveness:

- (i) attendees to include the three person Union Plant Committee; Brewery Manager, Human Resources Manager, Packaging Manager(s) and Brewmaster. Guests will be issue driven and agreed in advance of the scheduled meeting;
- (ii) meeting frequency to be at least monthly;

- (iii) agenda for meeting to be established jointly and to be finalized prior to the scheduled meeting;
- (iv) indicated action items and prior meeting minutes to be reviewed at the beginning of the meeting as a follow-up exercise;
- (v) minutes and indicated action items to be prepared and jointly reviewed. A copy of the minutes will be posted in the various bulletin boards for information purposes; and
- (vi) group or individual training on meeting effectiveness will be made available on a request basis and may include topics such as: problem-solving; presentation and listening skills. Other training courses can be provided as deemed appropriate.

3.0 INITIATIVES TO INCREASE THE LEVEL OF EMPLOYEE INVOLVEMENT

3.1 Employee Participation and Training

The Union/Management Committee, with participation by other Plant and Staff employees, will continuously develop, implement, monitor and improve:

- (i) employee participation processes (crews, project teams, job re-design, information exchange, training activities, and engineering projects);
- (ii) employee training plans to ensure employees are provided with the skills to fulfill the requirements of their changing roles (Trades skills upgrades, training for process quality control and Autonomous Maintenance by Operators, new equipment training, cross-training to enhance operational flexibility, educational upgrade,

teamwork & communication skills training, etc.)

When necessary, the Union/Management Committee will select the appropriate external resources as required to assist in the development and implementation of a strategic plan to achieve broader employee involvement, improved communication and increased employee training. The Company will pay the full cost of such external resources.

4.0 CREWS

The parties agree that the existing crew structure should be continued and improved as a communication process.

The parties understand that crew meetings will be positively affected by the organization development framework in 2.0 and 3.0. In the interim, the crew communication structure will be weekly crew meetings and daily crew start of shift meetings which will become the primary means for the standard communication structure and interaction within the working teams with respect to performance and improvement activities.

4.1 Employees are organized into crews based on the natural work groups within the operation. A crew will consist of bargaining unit employees in designated work areas and may have the following supporting resources:

- (i) maintenance;
- (ii) shift engineers;
- (iii) quality control staff; and
- (iv) supervision.

Additional supporting resources will be provided as required.

4.2 The following work areas have been designated as natural process boundaries for crews:

- (i) Brewing;
- (ii) Packaging;
- (iii) Warehouse;
- (iv) Relief Crew;

4.3 The role of the crews will be as follows:

- (i) to meaningfully participate in the decisions which affect them (e.g., equipment modifications, training, new procedures);
- (ii) to develop and maintain a high level of technical and team skills;
- (iii) to assist in training other employees;
- (iv) to set measurable performance goals with a view to continuously improving results;
- (v) to review actual results versus performance targets/goals; and
- (vi) to actively seek improvements and to develop action plans for implementation.

It is anticipated that the Union/Management Committee will facilitate the evolution of the crew framework into a broader employee participation process over a reasonable period of time. It is understood that the development of these teams or CREWS will take place through the formation of natural functional groups and they will evolve to more cross-functional communications and processes.

It is also understood that there will be a growing demand for training to maximize the effectiveness of the crews and the Union/Management Committee will address the best use of the training resources.

5.0 JOB RE-DESIGN

The parties agree that increasing the involvement of employees in quality control (product and materials) and Autonomous Maintenance of equipment by providing the necessary training and certification will benefit the overall operation of FVB.

The parties agree that training plans and resources should be developed to ensure Operators assume Process Quality Control responsibilities as soon as practicably possible.

The parties also agree that Autonomous Maintenance by Operators would be developed and implemented.

5.1 Process Quality Control by Operators

5.1.1 The Company will provide in-house training on Process Quality Control for Operators in all departments, as required for the various jobs to meet the minimum sampling plan as per the "Company's" Sampling and Analysis program. As examples, Process Quality Control (tests and necessary action to correct) may include: dissolved oxygen; CO₂; fill levels; torques; caustic carry- over; titration; PU measurements; gravities; water tests; temperatures; haze; incoming materials; and full goods inspections.

- 5.12 Employees who successfully complete the in-house training and demonstrate the application of the new skills will be certified as qualified "Process Quality Control" Operators. The application of new skills will be determined by written and/or practical tests. A training record will be maintained where the trainer(s) and trainee will note and acknowledge the nature of the training and certification.
- 5.13 In the event an individual, who is newly posted, is unsuccessful in obtaining their certification after the initial training, the Company, Union and individual employee will meet to develop a specific re-training plan. If the developed re-training plan is unsuccessful in assisting the employee achieve their certification by a date mutually agreed between the Company and the Union, the employee may be returned to their previous posting.
- 5.14 It is understood that, in addition to current job skills, Process Quality Control certification will be given to Operators. The Company will provide training to an individual awarded with a posting under Article III, section 4, Senior Preference for Advancement Procedure, in order that the employee has the opportunity to obtain their certification. The Union/ Management Committee will establish a reasonable deadline for attainment of certification.
- 5.15 It is understood that the Company intends to establish quality problem-solving meetings to address specific concerns and Operators who hold their Process Quality Control certification

will actively participate in these meetings.

- 5.1.6 The Union/Management Committee will participate in the continued development, implementation and monitoring of job re-design training for Process Quality Control.

5.2 Autonomous Maintenance by Operators.

- 5.2.1 The Company will provide in-house training on Autonomous Maintenance for posted Operators in all departments, as required for the various jobs. As examples, Autonomous Maintenance may include: set-ups; change-overs; some component replacement; lubrication; preventative maintenance inspection, and adjustments. It is understood that the trades personnel will assist in the development, instruction and certification of Autonomous Maintenance skills.

- 5.2.2 Employees who successfully complete the in-house training and demonstrate the application of the new skills will be certified as qualified "Autonomous Maintenance" Operators. The application of new skills will be determined by written and/or practical tests. A training record will be maintained where the trainer(s) and trainee will note and acknowledge the nature of the training and certification.

- 5.2.3 In the event an individual, who is newly posted, is unsuccessful in obtaining their certification after the initial training, the Company, Union and individual employee will meet to develop a specific re-training plan. If the developed re-training plan is unsuccessful in assisting the employee achieve their certification by a date

mutually agreed between the Company and the Union, the employee may be returned to their previous posting.

- 524 It is understood that, in addition to current job skills, Autonomous Maintenance certification will be to Operators. The Company will provide training to an individual awarded with a posting under Article III, section 4, Senior Preference for Advancement Procedure, in order that the employee has the opportunity to obtain their certification. The Union/ Management Committee will establish a reasonable deadline for attainment of certification.
- 525 It is understood that the Company intends to schedule posted Operators who hold their Autonomous Maintenance certification to assist the Maintenance/Trades crew in overhauls of their equipment.
- 526 The Union/Management Committee will participate in the continued development, implementation and monitoring of job re- design training for Autonomous Maintenance.

The specific tasks and duties outlined above are not intended to completely identify all potential activities related to the new environment. New tasks and duties may arise which are fundamentally aligned with the guiding principles of WCSC.

APPENDIX E – SENIORITY LIST

Seniority	Employee	Seniority Date
1	Thomson, Rod	May 31, 1976
2	Cawthra, Steve	April 24, 1980
3	Ricci, Rob	May 12, 1980
4	Fanning, Bryan	June 9, 1986
5	Chui, Danny	November 5, 1990
6	Jones, Sue	July 28, 1992
7	Epp, Ron	May 29, 1996
8	Eggli, Mark	June 11, 1997
9	Weiser, Pamela	June 14, 2000
10	Rollick, Randall	May 29, 2000
11	Nahal, Satnam	May 22, 2002
12	Ludwig, Gail	May 22, 2002
13	Schreiber, Randy	May 22, 2002
14	Nakamura, Leslie	June 20, 2002
15	Cherrier, Alan	July 29, 2002
16	Uebelhard, Urs	July 11, 2003
17	Farup, Jane	March 30, 2005
18	De Croos, Dotty	June 13, 2006

19	Wraye, Dustin	June 16, 2006
20	White, Darcy	September 25, 2006
21	Dragan, Mike	June 1, 2007
22	Drake, Monte	June 1, 2007
23	Harada, Matthew	June 1, 2007
24	Letteri, Rocco	June 1, 2007
25	Randawa, Pav	June 1, 2007
26	Danyluk, Brenden	November 26, 2007
27	Gill, Daljinder	February 29, 2008
28	Saran, Dave	March 31, 2008
29	Hinchberger, Brock	March 31, 2008
30	Smail, Brian	March 31, 2008
31	Iraheta, Americo	March 31, 2008
32	Jiwanpuri, Gurjit	March 31, 2008
33	Willey, Jake	March 31, 2008
34	Ermer, Tyler	May 16, 2008
35	Sund, Harvey	July 7, 2008
36	Ludwig, Samantha	July 28, 2008
37	Gatcho, Ernesto	July 28, 2008
38	Samra, Parmjit	July 28, 2008
39	Kumar, Shaine	January 9, 2009

40	Ordoná, Edward	January 9, 2009
41	Pargée, Martin	September 17, 2009
42	Bergunder, Jeff	February 26, 2010
43	Ordoná, Edmond	February 26, 2010
44	White, Ronald	April 12, 2010
45	Earwaker, Gordon	April 16, 2010
46	Anderson, Bill	January 24, 2011
47	Burke, Laura	April 10, 2012
48	Lee, Tim	April 30, 2012
49	Mackenzie, Gary	May 7, 2012
50	Ward, Brett	May 28, 2012
51	Piva, Tyler	July 3, 2012
52	Klimek, Kaya	January 9, 2017
53	Speers, Sean	October 23, 2017
54	McBride, Wilson	November 6, 2017
55	Tokarev, Vladimir	February 5, 2018
56	Shvydkov, Andrew	December 3, 2018
57	Ismailow, Alexander	February 17, 2020
58	Lemos Chaves, Ricardo	August 17, 2020
59	Goodwin, Nathan	August 31, 2020
60	Malicki, Richard	November 9, 2020

LETTER OF UNDERSTANDING #1 – WI AND WORKSAFE BC ADVANCES

This letter is written pursuant to Section 10 of the Memorandum of Agreement signed on September 19, 1980 and provides for the following procedure with respect to Weekly Indemnity Claims and WORKSAFE BC Claims:

“In certain cases where it is beyond the control of the employee, a claim which is likely to be approved and the payment of such claim is delayed, the Company will, upon request of the affected employee give consideration to the advancement of moneys pending the commencement of claim payments.”

LETTER OF UNDERSTANDING #2 – SHIFT CHANGES

The following issues were discussed during negotiations and are mutually agreed between the parties:

1. Shift Changes on Friday

The Company agrees to advise employees whose posted shift is changed on Friday and who are not at work on Friday due to vacation or banked time off of such change. In the event the Company is unable to contact the employee the Company shall endeavor to schedule an alternate employee able to perform the required work.

If that is not practicable, the Company shall leave such changed schedule with personnel designated by the Company to whom employees can contact concerning confirmation of their shift times.

LETTER OF UNDERSTANDING #3 –

GWP ELIGIBLE REGULAR EMPLOYEES COMPLEMENT AND SEASONAL EMPLOYEES

1. Guaranteed Wage Plan (GWP) eligible Employees:

The below employees are entitled to GWP. Employees not listed below are entitled to all other benefits per the terms of the CBA:

THOMSON, ROD	31-May-76
CAWTHRA, STEVE	24-Apr-1980
RICCI, ROB	12-May-1980
FANNING, BRYAN	09-Jun-86
CHIU, DANNY	05-Nov-90
JONES, SUSAN	28-Jul-92
EPP, RON	29-May-96
EGGLI, MARK	11-Jun-97
WEISER, PAMELA	14-Jun-00
ROLICK, RANDALL	29-May-00
NAHAL, SATNAM	22-May-02
LUDWIG, GAIL	22-May-02
SCHREIBER, RANDY	22-May-02
NAKAMURA, LESLIE	20-Jun-02

Notwithstanding the eligibility provisions of the Guaranteed Wage Plan, it is hereby agreed by the parties that there will be no new additions to participation within the plan for the duration of the Collective Agreement.

2. Regular Employee Complement

The regular employee complement has been set at 60 active employees with this collective agreement. This would include 43 employees in operations and 17 maintenance employees (further information on the transition to this employee complement can be found in the Agreement titled '2018 Core Manning Number' dated January 23rd, 2018). This number may fluctuate in either direction for specific business reasons on the following basis:

- i) changes to volume
- ii) marketing initiatives
- iii) new technology
- iv) methods of operation

Changes to the regular employee complement must be discussed by the parties prior to setting the new regular employee complement. The company will provide the union with all applicable information for this process. The company and the union will meet annually on or before February 1st to establish this number.

If the company and the union cannot agree to the new regular employee complement, the parties will seek a mutual agreed upon third party to mediate/arbitrate the difference. The difference will have to be settled on or before March 15 each year. If unforeseen changes occur after the regular employee complement has been set and these changes would affect the original decision, either

party will have the right to renegotiate the regular employee complement.

When the number of regular operational employees drops below 43 (or whatever other regular employee complement has been set at that time), Seasonal employees will have the opportunity to apply for the vacancy which will be awarded to the most senior applicant with a minimum of 1200 hours worked in the previous 12 months.

All new regular employees will enter a defined contribution (DC) Pension Plan. The Company will contribute 4% and the member will contribute 4% to this plan. Effective April 21, 2015, the member may also contribute an additional 3% which the company will match with 2.0%.

3. Seasonal Employees

There will be two groups of employees: Regular and Seasonal. Seasonal employees are able to attain regular (benefit status) by the process described above in Regular Employee Complement or if the Company declares a vacancy.

Seasonal employees are entitled to the following benefits only:

1. An allowance of one hundred dollars (\$100.00) will be paid annually to seasonal employees who have provided receipts as proof of purchase towards the purchase of one pair of safety shoes.

Seasonal employees will be entitled to Uniforms as described in L.O.U. #4 - UNIFORMS

Dental basic coverage to a maximum of \$600.00 per calendar year

2. Bereavement Pay as per Article 11, Section 1 in the collective agreement.
3. Pension benefits in accordance with Appendix B, once the eligibility conditions set out in Appendix B for becoming a member of the pension plan are satisfied as per the British Columbia Pension Standards Act.
4. Seasonal Trades shall receive the Trade's classification rate in accordance with the Collective Agreement.
5. Seasonal Maintenance employees will be entitled to a pro-rated tool allowance based on days worked from January 1st to December 31st. The Maintenance employee will be paid this allowance upon resignation, lay-off or by January 15th of the following year if they continue to work. This will be done on an annual basis for the duration of the collective agreement.

Seasonal employees will be removed from the Seasonal seniority list under the following circumstances:

1. Transferred to the Regular seniority list through a vacancy
2. Resignation
3. Termination for cause
4. If laid off for a period of six (6) consecutive months
5. The Three Strike Rule
6. Seasonal employees will have the following vacation pay schedule apply:
 - 0 to 3 years of service 4%
 - to 7 years of service 6%
 - to 14 years of service 8%

Seasonal employees will have their vacation pay

added to each pay cheque as per current practice. Should an employee be transferred from seasonal status to regular status, the employee will not receive vacation pay in the first twelve months of regular status. After they have reached greater than one year of service as a regular employee, the Article 7 vacation schedule will apply.

7. The Company undertakes to ensure that sufficient training is provided for seasonal employees. If a seasonal employee has been given the opportunity to apply for any postings in the Brewing Department and has declined, they will have to wait until a permanent layoff. In the event this occurs and there is an employee who has less seniority than the employee about to be permanently laid off, training will be made available in the Brewing Department to ensure that seniority rights are respected. After successful completion of the training period, these employees will be considered trained and capable and will be utilized by the Company.

LETTER OF UNDERSTANDING# 4 – UNIFORMS

The union and the company have entered into an agreement that will provide uniforms for regular and seasonal employees who actively work at FVB.

The details of the Uniform Policy contained in the 'Molson Uniform program for SEIU Local 2 Branch Local 300 employees, dated March 24, 2015 will be updated to reflect the company securing a renewed vendor relationship in 2012 to reflect the changes in food safety standards in line with BRC, and HACCP programs that are being implemented in 2013-2018.

The Company can confirm that it will provide an adequate number of uniforms for all employees who work in the production area, to allow them to change into clean uniforms on site on a daily basis. The choice of type of uniform will be in line with company and supplier requirements and, as much as possible, will suit the needs of the employee's individual role.

The company will provide additional warm shirts and/ or jackets to any regular or seasonal employee who regularly works in a non-heated or cooled area of the brewery. It is anticipated that these items would be replaced once every second year.

In line with the Molson Food Safety Program, it is expected that all uniforms and jackets will be kept on site and will be industrially washed. There will be no allowance for washing uniforms at home unless an exception is requested for medical reasons with a doctor's note. Jackets will be collected and washed by the supplier on a regular basis. There will be no cleaning allowance provided going forward except in the situation of medical need for washing at home.

Any uniforms damaged due to normal work circumstances will either be repaired or replaced at the discretion of the Vendor and in accordance with the agreement signed with the Company.

LETTER OF UNDERSTANDING #5 – STATUTORY HOLIDAY ELIGIBILITY FOR “CERTAIN” EMPLOYEES ON G.W.P.

THIS LETTER IS INTENDED TO SUPPLEMENT THE MOLSON BREWERIES - LOCAL 300 ARBITRATION RE: ELIGIBILITY FOR STATUTORY HOLIDAY PAY WHILE ON G.W.P. (KELLEHER, OCTOBER 18/85) ONLY AS FOLLOWS:

An employee who would normally qualify for G.W.P. benefits under the G.W.P. as described in Appendix “C” shall receive Statutory Holiday pay at their current pay rate provided the employee has worked at least five (5) days during the twenty (20) working days immediately preceding the day on which said holiday is observed, and the employee has not been absent without permission on the last work day scheduled for them immediately prior to the day on which the said holiday is observed and the first work day scheduled for them immediately after the day on which the said holiday is observed.

An employee will not necessarily be deemed to be absent without permission if by reason of illness they are unable to report for work and have so advised their supervisor on the last work day scheduled for them immediately prior to the day on which the said holiday is observed or the first work day scheduled for them immediately thereafter. Before deciding whether to pay for such holiday, the company may require a medical certification supporting the absence which it considers satisfactory. Notwithstanding the foregoing, an employee may receive their Statutory Holiday pay prior to working the day after the Statutory Holiday.

LETTER OF UNDERSTANDING #6 – DEFERRED RETIREMENT

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

1. So long as they continue to be employed, the employee will continue to accrue credited service in accordance with Appendix "B" until December 1st of the calendar year during which they reach their seventy - first (71st) birthday, but not beyond the 30 year maximum. For employees participating in Defined contribution (DC) pension plan, the 30 year maximum for credited service shall not apply.
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 they reach their seventy- first (71st) birthday, whichever shall first occur (the "Pension Date").
3. An employee's Pension will not be affected by any amendments made to the Pension Plan after the employee's normal retirement date.
4. The employee's Pension will be based on the greater of:
 - a. any escalation benefits which occur from their normal retirement date to their Pension Date;
 - b. an employee's pension benefits as actuarially reviewed effective as at the

Pension Date having regard to the employee's Pension having been deferred since their normal retirement date; or

- c. in the case of employees with less than 30 years of credited service, the benefit calculated with continued credited service provided for in point 1 above.
5. An employee who continues in the employ of the Company after their normal retirement date, as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at their normal retirement date.

LETTER OF UNDERSTANDING #7 – DAY SHIFT FOR PLANT COMMITTEE

It is hereby agreed that the Company will assign the Plant Chairman to day shift work. Further, the Plant Chairman will be scheduled for one (1) day per month to work in the onsite Union office. It is also agreed that regular day shift work for up to two (2) plant committee members is subject to the following:

1. Provided it is practicable and can be accommodated at no extra operational cost to the department concerned, and:
2. Such requests do not result in the counterproductive effects or complaints and grievances from employees who may be required to increase their shift work as a result.

Notwithstanding the foregoing, the provisions within the letter with respect to the two non-chairman positions may be cancelled by either party upon sixty (60) days written notice.

LETTER OF UNDERSTANDING #8 – UNION BUSINESS

It has been agreed between the parties that the Company will grant to the Plant Committee upon one week's written request, one (1) day off in any week to be used in connection with the administration of this Collective Agreement and such days are to be scheduled by mutual agreement with the Company up to a maximum of twenty-seven (27) days per calendar year for the duration of this Collective Agreement and will be fully paid by the Company. Said days will be divided equally among the three (3) person Plant Committee.

LETTER OF UNDERSTANDING #9 – EMPLOYEE/FAMILY ASSISTANCE PROGRAM

This will confirm the understanding of the parties reached during the 1991 negotiations regarding the formation of an Advisory Committee for the Employee/Family Assistance Program. The program provides confidential assistance to employees and their immediate family members in helping them resolve problems that might affect their personal lives or their ability to function effectively on the job. The advisory Committee is established to provide assistance to the Company in developing the terms of reference for the program, developing employee orientation and information materials and to provide feedback and suggestions to the Company on how to improve the service offered by the program. Details of the Employee/Family Assistance Program are outlined in a policy document mutually endorsed by the Union and the Company.

LETTER OF UNDERSTANDING #10 – JOB POSTINGS

Nothing in this letter shall be construed as limiting the Company's right under the job posting provisions of Article 3, Section 4 of the Collective Agreement.

1. Job postings will be reviewed October 15th and March 15th with the Plant Committee.

LETTER OF UNDERSTANDING #11 – WEEKEND WORKFORCE

The parties agree that it is in their mutual interest to ensure that FVB attains the highest level of production required to maximize our ability to meet our customers' needs.

To this end, the following understanding is entered into.

The signing of this Letter of Understanding shall supersede certain provisions of the current collective agreement only as they apply to employees working on the week-end work force. (W.W.F.).

1. Hours of Work

- a) Operations: The normal hours of work for Operations employees assigned to the WWF will be twenty-four (24) hours: twelve (12) hours per day on Saturday and Sunday.

Benefit service employees assigned to WWF will be credited with 40 hours worked for provision of the current collective agreement with respect to:

- (i) Pension Plan
- (ii) GWP

For each twenty-four (24) hours actually worked on the WWF.

- b) Maintenance: The normal hours of work for Maintenance employees assigned to the WWF will be thirty-two (32) hours: twelve (12) hours per day on Saturday and Sunday, plus one (1) additional eight (8) hour day, either Friday or Monday. Management retains the right to determine the Friday and Monday assignments.
- c) The Company will meet and discuss the option for individuals to move to a 2 by 12 hour shift where appropriate, which will be paid at 1.54 times the straight time hourly rate.

Benefit service employees assigned to WWF will be credited with 40 hours worked for provision of the current collective agreement with respect to:

- (i) Pension Plan
- (ii) GWP

For each thirty-two (32) hours actually worked on the WWF.

2. Staffing

The Company will post a notice in each affected department and solicit the names of those benefit service employees who wish to be considered for the W.W.F. The company will fill positions required to maintain the operations during the weekdays.

When considering applications, the qualifications of the applicant shall be given primary consideration. If there is any choice between two or more applicants having sufficient qualifications, the most senior applicant shall be given the position on the W.W.F.. If the required skill sets are not present on the W.W.F., the Company can schedule the most junior employee(s) to work the W.W.F. schedule.

Once selected, all benefit service employees will remain on the W.W.F. for the duration of the period required, up to a maximum of six (6) months.

Notwithstanding the above, any employee may be removed from the W.W.F. for reasons of ill health or cause.

In the event the W.W.F. is discontinued, temporarily or permanently, employees will return to their previous posted jobs and the relief employees will be re-assigned accordingly.

3. Vacation

Benefit service employees working on the W.W.F. shall be allowed to take vacation during the effective period of the W.W.F. schedule as per the collective agreement. No more than 14% of the benefit service employees on the WWF will be allowed to be on vacation at the same time.

An employee who is scheduled off on vacation will have their vacation entitlement reduced by forty (40) hours.

Employees who are working in a vacation relief role on the W.W.F. schedule will take the Monday to Friday off immediately following the completion of their Vacation Relief.

4. Sick Pay

Operations employees on WWF will be paid under the sick leave plan for qualified absence due to illness or non-occupational accident, according to the number of hours missed at 1.54 times the straight time hourly wage. For instance, an employee who is absent for atwelve (12) hour shift will have their sick bank entitlement reduced by 18.5 hours.

Maintenance employees on WWF will be paid under the

sick leave plan for qualified absence due to illness or non-occupational accident, according to the number of hours missed at 1.41 times the straight time hourly wage. For instance an employee who is absent for a twelve (12) hour shift will have their sick bank entitlement reduced by 16.9 hours.

An eligible employee on the WWF who is absent due to sickness or non-occupational accident will be paid under the weekly indemnity plan after a waiting period of two (2) consecutive scheduled twelve (12) hour shifts. If an Operations benefit service employee becomes so ill that they cannot complete their shift after reporting for work in good health, they will be sent home and paid for the balance of their shift at 1.54 times their straight time hourly rate. Such time paid will be deducted from their sick leave entitlement.

If a Maintenance benefit service employee becomes so ill that they cannot complete their shift after reporting for work in good health, they will be sent home and paid for the balance of their shift at 1.41 times their straight time hourly rate. Such time paid will be deducted from their sick leave entitlement.

5. Bereavement

Bereavement leave will be paid at the straight time hourly rate, up to a maximum of twenty-four (24) hours. Employees can draw on their vacation entitlement to 'top up' to 37 hours paid for Operations and 45 hours paid for Maintenance.

6. Statutory Holidays

Eligible employees shall be paid eight (8) hours at straight time in addition to the pay for their week-end work.

7. Compensation

Operations Employees working on WWF will be paid at the rate of 1.54 times the straight time hourly wage rate for all scheduled hours worked to a maximum of thirty-seven (37) hours pay per week.

Maintenance Employees working on WWF will be paid at the rate of 1.41 times the straight time hourly wage rate for all scheduled hours worked to a maximum of forty-five (45) hours pay per week.

8. Paid Break Period

There shall be three fifteen (15) minute breaks and a thirty (30) minute lunch break in each twelve (12) hour shift. The regular eight (8) hour shift will remain at the normal two fifteen (15) minute breaks and a thirty (30) minute lunch break.

9. Shift Premiums

Weekend Workforce shift premiums will be paid in accordance with Article 5. Section 2 which states:

Normal Day Shift

Any shift starting between 6:00 am and 9:59 am shall be considered the day shift.

Afternoon Shift

Any shift starting between the hours of 10:00 am and 5:14 pm shall be considered to be an afternoon shift and will pay a premium of seventy cents (\$.70) per hour, in addition to rate of pay.

Night Shift

Any shift starting between the hours of 5:15 pm and 5:59 am shall be considered to be a night shift and will

pay a premium of one dollar and thirty cents (\$1.30) per hour in addition to the rate of pay.

10. Implementation

The Company will provide a minimum of three (3) weeks written notice of its intention to work employees on the WWF or to return to a conventional eight (8) hour shift schedule. Employees scheduled to commence work on WWF will have the option to work the week prior or after the completion of the WWF.

LETTER OF UNDERSTANDING #12 – CONTRACTING OUT

1. The Company agrees that, subject to the provisions set out herein, it will not contract out any work that:
 - a) Will result in the termination, layoff, or reduction in work to regular Maintenance Employees;
 - b) is maintenance work that could be performed by any Maintenance Employee with a right of recall.
 - c) SEIU Local 2 Branch Local 300 Maintenance Personnel will continue to do maintenance as defined in the attached document.
2. The Company shall be entitled to contract out work provided that it has met the requirements of subsection 1 above, and it meets the following conditions:
 - a) the work is necessary because of emergency conditions; or
 - b) the work is of such a technical nature that the current regular maintenance employees in the bargaining unit or maintenance employees with a right of recall do not possess the necessary skills and qualifications to perform the work.
 - c) the work that has been discussed or reviewed by the Joint Contracting Out Committee referred to in Section
3. Notwithstanding the Company's right to contract out work as set forth herein, the parties agree to establish a Joint Contracting Out Committee which will meet as required, but not more than monthly, comprised of

equal representatives of the Company and the Plant Committee (a minimum of 2 from each party) for the purpose of discussing the Company's proposed contracts with a goal of ensuring they are done in a cost-effective manner, first class workmanship, and in a timely fashion. The Committee members who will sign off and subsequently have them signed by the Brewery Manager will keep all minutes. The Company and Plant Committee agree to jointly work together to monitor the amount of "contract work" within Molson at FVB.

4. The Company agrees to continue its practice of utilizing only those contractors who are subject to a union collective bargaining agreement. The Joint Contracting Out Committee will discuss this process in lieu of it not being feasible from a cost, quality and time perspective. (Keeping in mind, the goal of the Employer is not to use Non-Union Contractors).
5. All capital projects will normally be contracted out to the completion of the project.
6. Any dispute concerning the interpretation, application or alleged violation of this Letter of Understanding can be advanced immediately to Step 3 as a Policy Grievance pursuant to Article 10 of the Collective Agreement. It is understood that both parties need to work co-operatively to ensure that the spirit and the full intent of this agreement is successful. Unless specified in this letter, all other terms and conditions of the Collective Agreement shall apply.

Maintenance Work – The repair and upkeep of existing equipment (bottle/can/racking lines, brewhouse) in accordance with current design specification to keep them in a safe, effective condition while meeting their intended

purposes. The exception is where special technical expertise is required. Maintenance work can be classified into two categories:

1. Proactive Maintenance

1. Preventative Maintenance – Equipment inspection and nondestructive testing/vibration analysis to determine future repair needs and their urgency. Lubrication, minor adjustments and minor component replacement to prolong equipment life.
2. Scheduled Maintenance – Extensive major repair, rebuilds, overhauls, component change-overs which require advanced planning, lead-time to assemble materials, scheduling equipment shutdown to ensure availability of repair-facility space and allocation labour.

2. Reactive Maintenance

1. Unscheduled Repairs – Unscheduled non-emergency work of short duration. Work that can be accomplished within a required window.
2. Emergency Repairs – Immediate repairs needed as a result of failure or stoppage of critical equipment during a scheduled operating period. Imminent danger to personnel and extensive further equipment damage as well as substantial production loss will result if equipment is not repaired immediately. Scheduled work must be interrupted and overtime, if needed, would be authorized in order to perform emergency repairs.

Capital Project Work – Non-maintenance work authorized by a capital fund authorization which encompasses construction, installation, equipment relocation or modification of equipment, buildings, facilities, or utility services.

1. Construction – The creation of a new facility or the changing of the configuration or capacity of a building, facility or utility services.
2. Installation – The installation of new or rebuilt equipment or relocation of fixed equipment.
3. Equipment Modification – The major changing of an existing unit of equipment or a facility from original design specifications.

LETTER OF UNDERSTANDING #13 – ALTERNATIVE SHIFT SCHEDULES

During negotiations the parties discussed various shift schedules which would provide the FVB with the capability of operating seven (7) days per week at a reasonable cost.

The parties selected the week-end work force (WWF) schedule as the most appropriate for current needs in the maintenance department and the projected requirements in the Brewing department. However, the parties recognize that this schedule is not competitive with the seven (7) day schedules.

Accordingly to ensure that the FVB are not disadvantaged with respect to competing for volume or capital investment, the parties agree to jointly develop a continuous operation schedule covering seven (7) consecutive twenty-four (24) hour work days. The parties recognize that to be competitive the seven

(7) day schedule must be competitive in terms of cost,

operational effectiveness, and employee acceptance.

The parties will initiate the development of a competitive seven (7) consecutive twenty-four (24) work days upon notification that FVB is being considered for a volume assignment and/or capital investment. The parties recognize that the nature of the supply and capital planning processes will result in minimal notice to the parties. Accordingly, the parties agree it will be necessary to ensure they are prepared in advance of receiving such notification. Further, it is agreed that the matter would be resolved within two (2) weeks of receiving notification.

The parties understand that if this matter cannot be satisfactorily resolved, it will negatively affect the breweries' ability to compete for the volume and/or capital.

LETTER OF UNDERSTANDING #14 – SURVIVOR BENEFITS

On the death of an Active employee, the surviving spouse (and dependent children) will be provided with basic medical, hospital, major medical and dental coverage for six (6) months following the month the active employee died.

On the death of a covered retiree **in receipt of these post-retirement benefits**, the surviving spouse (and dependent children) will be provided with basic medical, hospital, and major medical coverage for three (3) months following the month the retiree died. **Survivor benefits will only apply to the surviving spouse (and dependent children) of those retirees who are eligible for these Post Retirement benefits as outlined in 'APPENDIX A – BENEFIT PLAN, Section 6.3 Benefits for Pensioners'.**

LETTER OF UNDERSTANDING #15 – CARRIERS

The Company may use union and/or non-union common carriers for the purposes of delivering supplies that are direct shipped from the supplier to FVB, for cans shipped to the Brewery and for full goods shipped from the Brewery to locations outside of B.C. for the term of this collective agreement, providing such shipments will not take any work away from Branch Local 300.

LETTER OF UNDERSTANDING # 16 – CO- PACKING/REPACKING

As per the Letter of Understanding dated June 21st 2010, the Company has identified a continuing business need to use a co-packing and/or repacking facility post bargaining. When the need to do so arises – management will review the requirements with union executive prior to commencing the co- packing activity. The utilization of a co-packing facility will be for the following activities:

- Any existing or new trial / permanent packaging configurations that FVB are not able to produce on the production lines. (i.e. 55 can pack)
- Inserted or applied on carton promotions that would impact packaging line efficiencies or create a health and Safety concern for the employee(s).
- Value added packaging. (example: 24+4 packs, multi container formats)
- Regular Co-Packaging, where FVB produced packages remaining in their original secondary packaged format and is being inserted into a new supplementary package configuration (example chiller bins, cooler bags, etc).

- Granville Island Brewing Co-packing (example: Mingler Pack, etc.)
- Reworking Beer in market for Dump Avoidance for destination out of the province only. (i.e. having to repackage beer into a different packaging configuration to avoid dumping it).
- For FVB generated Quality Hold Beer, the Company may elect to repack / co-pack beer at a co-pack facility based on the following:
 - (i) Time available to complete the rework in order to meet shipping deadlines
 - (ii) Opportunity to assign SEIU Local 2 Branch Local 300 labour to the rework e.g. maintenance days or non-production days
 - (iii) Quantity of stock requiring rework exceeds the warehouse's finished goods storage capacity at the FVB.

In this instance and for large quantities of reworking of product on quality hold, the opportunity will be given to laid off SEIU Local 2 Branch Local 300 labour to rework a portion of the held stock on site based on what can be safely stored within the brewery.

Laid off Trade personnel will be given the opportunity to undertake the onsite rework based on seniority and seasonal operator pay rate.

In the event there is no one on the layoff list during the period in which a co-packer is being utilized for quality hold rework, the layoff recall as noted above will be reserved until such time as a layoff list has been generated. At that time two (2) laid off permanent employees or three (3) seasonal employees per truckload sent to the co-packer will be utilized for one week in addition to the normally

scheduled seasonal employees and their duties would consist of dumping beer, cleaning or other duties as assigned.

The Company will use BDL to haul Molson product from the Vancouver Brewery direct to a Vancouver based Co-packing and/or Repacking facility. The Company may use union or non-union common carriers to ship product from the co-packing and/or repacking facility to locations outside of BC. All Co-packing and or Repacking for the BC Market shall solely be transported and delivered by BDL, excluding any contract produced product.

LETTER OF UNDERSTANDING # 17 – UNION HAULING

In light of Mr. Hall's April 16, 2012 decision that the Granville Island Brewing Company Ltd. ("GIBCO") and Molson Canada 2005 ("Molson" or the "Company") third party contract (the foregoing contract is a manufacturing and packaging contract between Molson and GIBCO dated January 1, 2010 and is hereinafter referred to as the "GIBCO Contract"), does not trigger the application of Article 12(2)(a) of the collective agreement, the Union and the Company agree to confirm the following application of Article 12(2)(a) and, further, agree to the following arrangements to apply to non-full service (defined as agreements that do not require Molson to arrange for the hauling or distribution of the brands and hereinafter referred to as "Non-Full Service") third party contracts like the GIBCO Contract in the future:

1. Article 12(2)(a) shall apply to all existing and future Molson Brands (defined as all brands except (i) Granville Island brands brewed under the GIBCO Contract and (ii) any other brands that are owned

and/or controlled by a company at arms-length length from Molson and GIBCO) that are brewed by SEIU Local 2 Branch Local 300 at the Molson plant such that the Company must haul said brands using a carrier employing exclusively SEIU Local 2 Branch Local 300 members, provided such brands are destined for delivery in the Province of British Columbia and not outside of the Province;

- 2 Article 12(2)(a) shall apply to all existing third party contract brewed brands (brands other than Molson Brands and hereinafter referred to as “Third Party Contract Brewed Brands”) that are currently being brewed by SEIU Local 2 Branch Local 300 at the Molson plant and are destined for delivery in the Province of British Columbia (with the exception of brands brewed under the GIBCO Contract) such that the Company must haul said brands using a carrier employing exclusively SEIU Local 2 Branch Local 300 members;
- 3 All existing Third Party Contract Brewed Brands captured by Article 2, above, shall be grandfathered such that the Company may not change the Third Party contract to a Non-Full Service agreement. Any brands that fall within the definition of Article 2 will always continue to have Article 12(2)(a) apply to them.
- 4 With respect to any Granville Island brands brewed under the GIBCO Contract, and any future Non-Full Service Third Party Contract Brewed brands that are brewed by SEIU Local 2 Branch Local 300 at the Molson plant for a Third Party operating at arm’s length from GIBCO and Molson, thus permitting the Third Party pursuant to this Letter of Intent to haul

and deliver its brands using a carrier of its choice (whether or not such carrier employs SEIU Local 2 Branch Local 300 members), the parties agree that where such brands are destined for delivery in British Columbia they shall be hauled off the Molson dock by a carrier employing exclusively SEIU Local 2 Branch Local 300 members to a destination warehouse in British Columbia as determined by the Third Party.

5. For greater certainty, Article 12(2)(a) does not apply to:
 - (a) Granville Island brands brewed under the GIBCO Contract brewed by SEIU Local 2 Branch Local 300 at the Molson Plant (whereas paragraph 4, above, does); and
 - (b) any brands, including but not limited to, Third Party Contract Brewed brands (existing or future) brewed at facilities outside of British Columbia and destined for delivery in British Columbia; and
 - (c) any brands, including but not limited to, Third Party Contract Brewed brands (existing or future) brewed by SEIU Local 2 Branch Local 300 at the Molson Plant and destined for delivery outside of British Columbia.

For greater certainty, a Third Party company “operating at arm’s length from GIBCO and Molson” as characterized in this letter of intent shall mean a company that is completely independent of GIBCO and/or Molson and has no corporate relationship or integration whatsoever with GIBCO and/or Molson.

[illegible]

[illegible]

[illegible]

[illegible]



MOLSON
COORS beverage
company