

**COLLECTIVE AGREEMENT**

*BETWEEN*



**LABATT BREWERIES NEWFOUNDLAND**

*AND*



**NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND  
PRIVATE EMPLOYEES  
LOCAL 7004**

**April 1, 2020 to March 31, 2027**

**TABLE OF CONTENTS**  
 BOOKLET CONTAINING COLLECTIVE AGREEMENT AND LETTERS OF UNDERSTANDING  
 (This table of contents is not part of the Collective Agreement)

<b>PURPOSE .....</b>	<b>4</b>
<b>ARTICLE 1 RECOGNITION .....</b>	<b>5</b>
<b>ARTICLE 2 MANAGEMENT FUNCTIONS.....</b>	<b>7</b>
<b>ARTICLE 3 UNION SECURITY.....</b>	<b>7</b>
<b>ARTICLE 4 CHECK-OFF .....</b>	<b>8</b>
<b>ARTICLE 5 SENIORITY .....</b>	<b>8</b>
<b>ARTICLE 6 LAYOFFS AND RECALLS .....</b>	<b>11</b>
<b>ARTICLE 7 HOURS OF WORK AND OVERTIME.....</b>	<b>12</b>
<b>ARTICLE 8 BREAK PERIODS AND LUNCH PERIODS .....</b>	<b>14</b>
<b>ARTICLE 9 WAGES.....</b>	<b>15</b>
<b>ARTICLE 10 PAY DAY.....</b>	<b>15</b>
<b>ARTICLE 11 GRIEVANCE PROCEDURE .....</b>	<b>15</b>
<b>ARTICLE 12 DISCIPLINE .....</b>	<b>17</b>
<b>ARTICLE 13 HOLIDAYS.....</b>	<b>18</b>
<b>ARTICLE 14 VACATIONS .....</b>	<b>18</b>
<b>ARTICLE 15 EMPLOYEE BENEFITS.....</b>	<b>20</b>
<b>ARTICLE 16 HEALTH AND SAFETY .....</b>	<b>21</b>
<b>ARTICLE 17 ADEQUATE MANPOWER.....</b>	<b>22</b>
<b>ARTICLE 18 WEARING APPAREL .....</b>	<b>23</b>
<b>ARTICLE 19 UNION ACTIVITIES / LEAVE(S) OF ABSENCE .....</b>	<b>24</b>
<b>ARTICLE 20 UNION MADE PRODUCTS AND UNION LABEL .....</b>	<b>24</b>
<b>ARTICLE 21 BULLETIN BOARD AND MEETINGS .....</b>	<b>25</b>
<b>ARTICLE 22 GUARANTEED WAGE PLAN .....</b>	<b>25</b>
<b>ARTICLE 23 NO STRIKES OR LOCKOUTS .....</b>	<b>25</b>
<b>ARTICLE 24 TUITION COSTS.....</b>	<b>25</b>
<b>ARTICLE 25 SEPARATION PAY.....</b>	<b>26</b>
<b>ARTICLE 26 SOFT MAINTENANCE .....</b>	<b>27</b>
<b>ARTICLE 27 DURATION OF AGREEMENT.....</b>	<b>27</b>
<b>SCHEDULE 'A': HOURLY WAGE RATES AND CLASSIFICATIONS .....</b>	<b>29</b>
<b>SCHEDULE 'B': TWELVE (12) HOUR SHIFT SCHEDULE OPERATING ENGINEERS .....</b>	<b>31</b>
<b>SCHEDULE 'C': GUARANTEED WAGE PLAN .....</b>	<b>32</b>
<b>SCHEDULE 'D': GROUP INSURANCE PLAN .....</b>	<b>37</b>
<b>SCHEDULE 'E': LABATT RETIREMENT PLAN .....</b>	<b>46</b>
<b>SCHEDULE 'F': LABATT DEFINED CONTRIBUTION PENSION PLAN.....</b>	<b>54</b>
<b>SCHEDULE 'G': TWELVE HOUR SHIFTS – FOR FULL TIME EMPLOYEES ACHIEVING SENIORITY PRIOR TO MARCH 31, 2020.....</b>	<b>55</b>
<b>SCHEDULE 'G-1': TWELVE HOUR SHIFTS – FOR FULL TIME EMPLOYEES ACHIEVING SENIORITY AFTER MARCH 31, 2020 AND TEMPORARY EMPLOYEES.....</b>	<b>58</b>
<b>LETTERS OF UNDERSTANDING .....</b>	<b>61</b>
<b>LETTER OF UNDERSTANDING NO.1: GOVERNING SALARIED STAFF AND OUTSIDE DISTRIBUTORS PERFORMING WORK NORMALLY UNDERTAKEN BY THE BARGAINING UNIT .....</b>	<b>62</b>
<b>LETTER OF UNDERSTANDING NO.2: GOVERNING BOTTLE SORTING OPERATIONS .....</b>	<b>63</b>
<b>LETTER OF UNDERSTANDING NO.3: GOVERNING BREWERY CLOSURE .....</b>	<b>64</b>
<b>LETTER OF UNDERSTANDING NO.4: GOVERNING EMPLOYEE CALL-IN PROCEDURES .....</b>	<b>65</b>
<b>LETTER OF UNDERSTANDING NO.5: GOVERNING CONTRACTING OUT .....</b>	<b>66</b>
<b>LETTER OF UNDERSTANDING NO.6: GOVERNING DEPARTMENTAL RELIEF DUTIES .....</b>	<b>67</b>
<b>LETTER OF UNDERSTANDING NO.7: GOVERNING EASEBACK .....</b>	<b>68</b>
<b>LETTER OF UNDERSTANDING NO.8: GOVERNING GUARANTEED WAGE PLAN.....</b>	<b>69</b>

LETTER OF UNDERSTANDING NO.9: GOVERNING COMPANY PRACTICE WITH REGARD TO RECOGNIZED HOLIDAYS.....	70
LETTER OF UNDERSTANDING NO.10: GOVERNING JANITORIAL SERVICES.....	71
LETTER OF UNDERSTANDING NO.11: GOVERNING K & P WAREHOUSE.....	72
LETTER OF UNDERSTANDING NO.12: MEDICAL DOCUMENTATION.....	73
LETTER OF UNDERSTANDING NO.13: GOVERNING PAINTING IN THE PRODUCTION AREA OF THE BREWERY.....	74
LETTER OF UNDERSTANDING NO.14: GOVERNING PAYROLL ADVANCES.....	75
LETTER OF UNDERSTANDING NO.15: GOVERNING RECALL PRACTICES.....	76
LETTER OF UNDERSTANDING NO.16: GOVERNING PAST PRACTICE.....	77
LETTER OF UNDERSTANDING NO.17: GOVERNING POSSIBLE PLANT RELOCATION.....	81
LETTER OF UNDERSTANDING NO.18: GOVERNING DEFERRED RETIREMENT.....	82
LETTER OF UNDERSTANDING NO.19: GOVERNING EARLY RETIREMENT WINDOW PROGRAM.....	83
LETTER OF UNDERSTANDING NO.20: SPECIAL 85 POINT RETIREMENT.....	84
LETTER OF UNDERSTANDING NO.21: GOVERNING MAJOR MEDICAL BENEFITS FOR EMPLOYEES WHO RETIRE AT 85 POINTS.....	85
LETTER OF UNDERSTANDING NO.22: GOVERNING RETIREMENT PLAN FOR WAGE EMPLOYEES IN NEWFOUNDLAND.....	86
LETTER OF UNDERSTANDING NO.23: GOVERNING SICK LEAVE/FAMILY LEAVE DAYS.....	87
LETTER OF UNDERSTANDING NO.24: GOVERNING SICKNESS BENEFITS.....	88
LETTER OF UNDERSTANDING NO.25: GOVERNING TRANSFER OF REGULAR EMPLOYEES IN THE EVENT OF PLANT CLOSURE.....	89
LETTER OF UNDERSTANDING NO.26: GOVERNING VACATION SCHEDULING.....	90
LETTER OF UNDERSTANDING NO.27: GOVERNING POWERHOUSE WORKING CHIEF ENGINEER.....	91
LETTER OF UNDERSTANDING NO.28: GOVERNING UNION ATTENDANCE AT MEETINGS.....	92
LETTER OF UNDERSTANDING NO.29: GOVERNING UNION BUSINESS CARRYOVER.....	93
LETTER OF UNDERSTANDING NO.30: GOVERNING SIX WEEK BALANCING.....	94
LETTER OF UNDERSTANDING NO.31: GOVERNING OPERATION OF MAINTENANCE DEPARTMENT.....	95
LETTER OF UNDERSTANDING NO.32: SUMMER TEMPORARY EMPLOYEES.....	98

**THIS AGREEMENT** made at St. John's, in the Province of Newfoundland this 1<sup>st</sup> day of April, 2020.

**BETWEEN:**

LABATT BREWING COMPANY LIMITED, existing and operating pursuant to the Laws of Canada and the Province of Newfoundland (hereinafter called "the Company")

**OF THE FIRST PART**

**AND:**

NEWFOUNDLAND ASSOCIATION OF PUBLIC and PRIVATE EMPLOYEES, LOCAL NO. 7004 (hereinafter called "the Union")

**OF THE SECOND PART**

**FORWARD**

For the purposes of this Agreement, the masculine pronoun shall be deemed to include the feminine.

**PURPOSE**

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

## **ARTICLE 1 RECOGNITION**

### **1.01**

The Company recognizes that the Union has been duly certified by the Labour Relations Board as the sole representative to bargain with the Company for all employees in the bargaining unit in St. John's as described by Article 1.02 herein, with respect to wages, hours and working conditions during the life of this Agreement and that it has all rights inherent to such certification.

### **1.02**

The term "employee" as used in this Agreement shall not include managers, persons above the rank of managers and temporary production managers, office staff, sales personnel, Brewery Trainee Program, quality control technicians and watchmen.

### **1.03**

The company will post on the bulletin boards the names of recognized supervisors and foremen in each department and these supervisors and foremen will not be able to perform the work of the bargaining unit except in cases of emergency of a pressing necessity, for training or instructing purposes, or to temporarily relieve an employee.

### **1.04**

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, family relationship, sexual orientation, nor by reason of his membership or activity in the Union.

### **1.05**

The Union will forward to the Company at regular monthly intervals a list of unemployed members. The Company agrees to give preference in hiring to such unemployed seniority members of the Union having the required qualifications who have previously worked for the Company with the exception of those whose previous employment was unsatisfactory.

### **1.06**

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

When the Grievance Committee, officers, stewards, are called upon by management of the Company to meet with them.

When the Grievance Committee, officers, stewards, are called upon by the terms of this Agreement to handle a grievance provided that prior permission of the supervisor concerned is secured. Such prior permission shall not be unreasonably withheld.

Meet with an employee who has been subject to discipline prior to the employee leaving the building.

Allow a member of the Executive to meet with the new hires as per the on-boarding plan.

### **1.07**

The Company will recognize upon written notification from the Union:

## Shop Stewards

One (1) shop steward appointed by the Union in each of the following departments:

packaging department (bottling and warehousing)  
brewing department  
maintenance department

The president, vice-president or chief steward of the Union shall be recognized as alternates in the absence of any of the shop stewards referred to above.

## Chief Steward

One (1) chief steward who may be the alternate or the substitute for other stewards in their absence. The Union president or vice-president may act as alternate for the chief steward in his absence.

## Grievance Committee

The Union grievance committee consisting of two (2) union representatives and two (2) representatives from management. If necessary, grievance meetings will be scheduled monthly to deal with outstanding grievances. The Company will not be held to shift changes to achieve the grievance committee.

In the absence of the Union president, the Company will recognize a local executive board member, as designated by the president, as his alternate.

### **1.08**

The Company will grant time off without loss of pay during the employee's regular working hours, for not more than three (3) employees who are members of the union negotiation committee, for the purpose of attending negotiating meetings with the Company for the renewal of the collective agreement.

Preparation time off for negotiations may be granted without loss of pay, subject to the approval of the Company.

### **1.09**

Upon written application from the Union, the Company agrees to grant an educational leave of absence, without loss of regular pay, to three (3) officers of the Union, chief steward and shop stewards. Such leave for all Union Executive shall not exceed twenty-eight (28) shifts per annum. The educational leave, as herein provided, shall be so arranged between the Union and the Company so as to minimize disruption of the Company's operations.

Employee members of Company and Union joint committees established under this Agreement shall be provided reasonable opportunities through leave of absences without loss of regular pay, to attend conferences, seminars, workshops and training programs, approved by the Company and the Union, to enable them to participate effectively on such committees.

## **ARTICLE 2 MANAGEMENT FUNCTIONS**

### **2.01**

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

- A) Maintain order, discipline and ensure efficiency.
- B) Hire, discharge, suspend, transfer, promote, discipline or reprimand employees.

### **2.02**

A) It is understood that in exercising these functions, the Company must conform to all other clauses of this Agreement.

B) A claim that an employee has been discharged, suspended, transferred, demoted, disciplined, reprimanded without just cause, or promoted or passed over for promotion, otherwise than in accordance with this Agreement, may be dealt with under the Grievance Procedure.

C) When an employee is reprimanded, disciplined, suspended or discharged, the appropriate steward and the Union secretary will be notified and the Company will communicate the reasons in writing to the Union, unless the employee objects.

### **2.03**

A) Any document of discipline, including any adverse report, shall be disregarded and subsequently removed from the personal file of the employee and destroyed after the expiration of twelve (12) months, twenty-four (24) months in the case of suspension, provided there has not been a recurrence of a similar incident during that period.

B) An employee may request, at any reasonable time, to see his own personal file. He may be accompanied by a representative of the Union if he so desires.

### **2.04**

The Labour Management Meetings will be held bi-monthly. The union and company is required to provide the agenda a minimum of five (5) days' in advance. Such meetings will be so arranged between the Company and the Union so as to minimize the impact on the safe and efficient operation of the Company. Two (2) union representatives will be relieved from work to attend the meeting. There will also be two (2) representatives from the Employer on the Committee. The Company will not be held to shift changes to achieve the Labour Management Meetings. The minutes of the meeting will be posted.

## **ARTICLE 3 UNION SECURITY**

### **3.01**

Every employee in the bargaining unit shall be a member in good standing of the Union and shall continue to be a member in good standing of the Union as a condition of continued employment.

### **3.02**

The Union agrees that any employee engaged by the Company to work in the bargaining unit will be allowed to make application for membership in the Union on payment of the regular initiation fees and dues and will not be denied membership without just cause.

### **3.03**

Whenever an employee is suspended or expelled, the Union will give the Company, in writing, the reason for such action.

## **ARTICLE 4 CHECK-OFF**

### **4.01**

All employees coming within the established bargaining unit shall be required to sign dues deduction authorization cards at the time of hiring. The Company shall deduct against such cards dues and assessments on behalf of each employee. Such deductions shall be made weekly and the total amount so deducted shall be forwarded to the Financial Secretary of the Union not later than the 5th day of the month, whenever practicable, following the date on which the dues deductions have been made, together with a statement of employees' names, dates of hiring and amounts so deducted, and giving particulars of those whose employment has been terminated or who have been laid off since the previous statement was forwarded. The Company also agrees to deduct initiation fees from the pay of employees when requested to do so.

### **4.02**

Where possible to do so, the Company will print out on an employee's statements of income required for taxation purposes by any Government agency, federal or provincial, the amount of Union dues deducted in the applicable Federal taxation year.

## **ARTICLE 5 SENIORITY**

### **5.01**

Seniority shall be defined as the length of an employee's service with the Company, calculated as outlined in 5.02 unless his seniority was lost. In the event that seniority was lost for any of the reasons set forth in 5.03, seniority shall date from the time the employee returned to work following the last break in his seniority.

### **5.02**

Employees shall be classified according to the following:

#### **Probationary Employee**

A probationary employee is one who has been hired with a view to his becoming a regular employee. In order to have completed the probationary period, a probationary employee shall be required to work for a period of four (4) calendar months in a twelve month period. A probationary employee shall be placed on the seniority list and his seniority date shall be determined by selecting a date four (4) calendar months earlier than the first Monday following their fourth Calendar month, provided that such date shall not be earlier than his actual date of hire.

On the first Monday following the fourth calendar month, s/he will be placed on the seniority list and given the regular rate for the job. The seniority order for two or more employees hired on the same day will be established through a draw during their orientation period. The seniority date for all employees hired on the same day will be the hire date unless there is a layoff during the probationary period. Any employees laid off during their probationary period and subsequently rehired will have their seniority dates adjusted by the number of working days not worked.



## **Temporary Employee**

A temporary employee is one who has been hired for seasonal periods, vacation and illness relief, short-term temporary requirements or emergency situations. Temporary employees shall have recall rights for temporary work based upon their original date of hire provided that they are qualified and able to perform the duties for the position.

A temporary employee will be required to work a probationary period of 1132 hours. Should, in the opinion of the Company, the employee be found to be incompetent or unsuitable during the probationary period, the employee shall be dismissed and not have access to the grievance and arbitration procedure. A temporary employee who has passed his probationary period shall not be subject to the provisions of 5.02 (a) should they be promoted to a regular employee.

A temporary employee will be terminated if he/she has not worked for 120 calendar days or if the temporary employee is unavailable when called for work 3 times in a 90 day period without prior approval.

## **Regular Employee**

A regular employee is one who:

- I. Has been hired before April 1, 2013 and has actually worked for a period in excess of one hundred and thirty-two (132) working days in a twelve month period as a temporary employee; or
- II. Has actually worked in excess of four (4) calendar months as a probationary employee; or
- III. Having been reclassified from temporary to probationary status, has actually worked in excess of a total of four (4) calendar months from the commencement of his last employment with the Company.

With the exception of temporary and probationary tradesmen whose skills are required, the Company will not hire temporary or probationary employees so long as there are seniority employees on lay-off who are capable of performing the work.

Should the Company at any time determine to increase its regular employee work force, it shall give consideration in hiring to temporary employees whose job performance has been satisfactory to the Company. Hiring decisions are at the sole discretion of the Company.

## **Insured Benefits**

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

If a probationary or temporary employee is injured or suffers an industrial illness which entitles him to Workers' Compensation coverage, the time periods referred to in 5.02(A), (B) and (C) above, shall be increased by the number of days for which he was covered by Compensation, provided however that he shall not be given a seniority date earlier than his actual date of hiring.

## **5.03**

Seniority shall be considered lost:

if an employee quits his job voluntarily.

if an employee is discharged for cause not reversed by the Grievance Procedure.

if an employee fails without good reason, to report for duty when recalled after lay-off within seven (7) days after notice has been mailed to him by registered mail or hand delivered at his last known address.

if an employee is laid off for a period in excess of twelve (12) consecutive months, or for a period in excess of benefit entitlement under the Guaranteed Wage Plan, whichever is greater.

#### **5.04**

Subject to the provisions of Article 1.01 herein, a seniority list shall be posted for the bargaining unit defined by that Article every six (6) months and a copy of that list will be forwarded to the appropriate bargaining unit secretary.

The list, as herein provided, shall contain the name and seniority date of each employee who has acquired seniority under the provisions of this Agreement. Where two or more employees are hired on the same day, the actual time of hiring will determine their seniority ranking.

#### **5.05**

In the event that an opportunity for promotion or preferred job occurs in the bargaining unit, employees who apply for the promotion or preferred job shall be given preference on a seniority basis for filling such position provided that the applicant's competence, qualifications and abilities meet the required standards for the new position as advertised in the job posting.

Notice of such vacancy or preferred job will be initially posted on the bulletin board(s) in the department where the opening exists, for five (5) working days giving the full particulars of the job.

First consideration shall be given to employees in the department where the vacancy exists. Second consideration shall be given to relief employees who work in the department or department work area where the vacancy exists.

If it is not filled from within the department, the vacancy will be posted plant-wide for a further seven (7) working days to provide an opportunity for the employees in the bargaining unit to apply for the vacant position or preferred job. The Company may fill any position temporarily either before or after posting, but shall not be obliged to try out all applicants.

The successful applicant will be notified within ten (10) working days of the closing date of the advertised job posting.

Where relief employees are not available, the Company will post all vacancies resulting from vacations, illnesses or other causes, where the Company anticipates the vacancy to last more than fifteen (15) working days.

Employees who are on an approved leave of absence at the time the job posting is in effect, may telephone the personnel department for the purpose of ascertaining if a job posting is in effect and may request that a copy be mailed to him. As a result of such telephone advice, an employee may make application for such posting by registered mail (without having a copy of the notice) within the time limits prescribed herein. An application made by registered mail shall be deemed to have been received by the Company the day next following the date on which the postmark has been made.

#### **5.06**

When an employee is promoted to a supervisory position he shall retain all rights and privileges to his former position for a period of six (6) months from the date on which he was promoted, provided that he maintains his Union membership in good standing during such period.

#### **5.07**

Where the company may require an employee to transfer to another department for reasons of physical disability, such employee shall retain his plant seniority. The Company shall be required to advise the Union of such action.

## **5.08**

### **Seniority List**

1. It is agreed that the regular employee seniority list as of January 1, 2014 including those on LTD, shall be maintained and will only be reduced through attrition.
2. The company shall be free to hire temporary employees and will not be required to add to the regular employee list unless the ratio of full time hours to temporary hours exceeds 2:1.

The company agrees that the number of temporary employees will not exceed the number of active full time employees.

## **ARTICLE 6 LAYOFFS AND RECALLS**

### **6.01**

Seniority shall apply in the event of it becoming necessary to reduce staff. All layoffs shall be made impartially and in strict order of seniority, providing the senior employee is able and willing to efficiently perform with a reasonable period of training to be mutually agreed, the work required of him. An employee transferred to another job according to the seniority provisions, in order to avoid layoffs, shall immediately be paid at the rate of the job to which he is transferred. When the working force is increased following a layoff, the employees will be recalled in order of seniority to their former jobs or to jobs which they are able and willing to efficiently perform, with a reasonable period of training to be mutually agreed by the Company and the Union.

### **6.02**

The local union president and chief steward shall be exempt from any temporary layoff so long as there is work in the plant which they are willing and able to perform.

### **6.03**

It is understood that when an employee is not scheduled for work for more than seven (7) calendar days, they are considered on a layoff.

Whenever the Company finds it necessary to proceed to layoffs, it is agreed and understood that the Company will provide a notice period according with the Employment Standards prior to the effective date of layoff or pay in lieu thereof.

Notification of recall shall be made by telephone first (verbal), then in writing by registered mail or courier, to the last telephone number or address that the employee shall have recorded with the Company. It shall be the responsibility of the employee to keep the Company notified of his telephone number and address so that he may be contacted.

It is further agreed that whenever the Company has to extend employment beyond the notice period due to manpower requirements, then the Company will extend the layoff period by a minimum of seven (7) days

This seven (7) days extension procedure is permitted to repeat for a continuous thirty (30) calendar day period beyond the original notice period, after which a new notice period is required, according to Newfoundland Labour Standards.

It is further agreed that the above procedures do not apply in cases of recall to meet manpower requirements caused by short term absences caused by illness, vacation, etc.

Once the layoff has been implemented, employees recalled from layoff will not be subject to a notice until they have completed thirty (30) calendar days of employment.

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

### **7.01**

With the exception of operating engineers, forty (40) hours per week, five (5) consecutive eight (8) hour days, Monday to Friday, will constitute a week's work. Schedule "B" attached to and forming part of this Agreement outlines the work week for operating engineers. The 12 hour shift configuration will be adhered to in accordance with Schedule G.

Day shifts shall commence between the hours of 7:00 a.m. and 10:59 a.m.  
Afternoon shifts commence between the hours of 11:00 a.m. and 5:59 p.m.;  
Night shifts shall commence between the hours of 6:00 p.m. and 6:59 a.m.;

At the company's discretion the company may schedule employees to work one (1) extra hour in a week. This right may be exercised during not more than 26 weeks in each year. Where the company schedules employees on this extra hour, it will be paid at straight time. The extra hour, when scheduled, will be used for training, education and/or communication.

When employees are working on the twelve (12) hour shift configuration, this extra hour will be added to the eight (8) hour day. All training, education and/or communications shall be included on the schedule when it is posted.

### **7.02**

Any work performed in excess of eight (8) hours per scheduled working period or calendar day shall be paid at the rate of time and one half for the first three (3) hours, thereafter, double time will be paid.

Shift rotation shall continue on the basis of (a) days; (b) nights; and then (c) afternoons.

### **7.03**

All work performed by an employee on the first day off following his normal weekly scheduled hours of work shall be paid for at the rate of time and one half and all work performed on the second day off following his normal weekly scheduled hours of work shall be paid for at the rate of double time. Notwithstanding anything to the contrary herein contained, work on Sunday, when Sunday is not one or part of one of the employee's consecutive five (5) shifts, shall be paid for at the rate of double time and work on Saturday, when Saturday is not one or part of the employee's consecutive five (5) shifts, shall be paid for at the rate of time and one half.

Shift engineers are excluded from the Monday through Friday work week and shall be paid at the rate of double time for work performed on a calendar Sunday.

### **7.04**

Shift premiums shall be paid as follows:

For all hours worked on shifts scheduled to start between 11:00 a.m. and 5:59 p.m.: \$0.65

For all hours worked on shifts scheduled to start between 6:00 p.m. and 6:59 a.m.: \$1.10

There shall be no pyramiding of the above shift premiums. Appropriate shift premiums will be paid for all hours scheduled to be worked on Saturdays, Sundays and Statutory Holidays.

## **7.05**

The schedule of hours to be worked each day shall be posted at least two (2) working days in advance of the first of such scheduled days and the scheduling shall provide for at least sixteen (16) hours elapsed time between the close of each man's shift and the start of his next shift, except for an employee who is scheduled to change from one group of consecutive shifts to another or, in the case of an emergency, from a single shift to a double shift or vice versa. In this case, the said elapsed time may be reduced to eight (8) hours.

Without changing schedules posted pursuant to the preceding paragraph, an employee may be requested to take over a shift different from that which was posted for him, provided he is given four (4) working hours notice of such change and further provided that at least eight (8) hours time will elapse from the end of his posted shift to that of his new shift.

If these two conditions are not met, the employee shall be entitled to be paid at the appropriate overtime rate for any work performed by him during what would have been his regular time off according to his regular posted work assignment.

## **7.06**

When an employee is called back to work for a specific job after he has completed his shift and has left the Brewery, he shall be paid at a minimum of five (5) hours pay at the appropriate overtime rate.

## **7.07**

If an employee reports for work on a scheduled shift without having been informed previously not to report, unless his failure to receive notice not to report is due to absence without just cause from his shift, if less than four (4) hours work is available for him, he shall be given four (4) hours pay notwithstanding.

## **7.08**

The Company may request that employees work overtime. The Company agrees to distribute overtime as equitably as possible amongst those employees who normally do the work for which overtime is required.

If an error is made in overtime distribution, the employee will be offered the next available overtime opportunity. No overtime pay will be provided until this next overtime opportunity is worked; provided that the opportunity to work presents itself within thirty days.

With the exception of contiguous overtime, probationary and temporary employees shall not work any overtime if a regular employee is willing and able to perform the work.

## **7.09**

Under Clause 7.07 above, it is understood that an employee may be assigned under such circumstances to work other than his regular assignment.

## **7.10**

Under no circumstances shall there be any duplication of the various forms of premium and overtime pay provided for in this Agreement.

### **7.11**

If an employee is injured at work and cannot complete his shift, he will be sent home and will be paid for the balance of the regular shift.

### **7.12**

Employees shall be permitted to change shifts provided that the manager agrees in writing prior to the commencement of the changed shift. Permission to change shifts will not be unreasonably withheld.

### **7.13**

Temporary employees shall be scheduled or called-in for a minimum of four (4) hours of work.

### **7.14**

Banking of overtime will be permitted up to a maximum of forty-eight (48) hours from April 1st to March 31st, according to the below rules:

- All banked overtime must be used or paid out from April 1st to March 31st;
- Unused banked time will be paid out on the last paycheck before March 31st;
- Withdrawal of banked time will be subject to Letter of Understanding 27;
- Banked overtime must be withdrawn for unpaid absences (includes but not limited to: sickness, injury, weather conditions or other unpaid absences) if there are hours available in the employee's bank;
- Withdrawal of banked time for Maintenance employees will be subject to operational requirements;
- No employee can take more than 48 hours' worth of banked overtime as time off in a calendar year:
  - 24 hours of the employee's bank must be used between Boxing Day and New Year's Day according to 14.08.
  - 24 hours in the employee's bank can be used during other parts of the year.
- Stationary engineers are excluded from that clause.

## **ARTICLE 8 BREAK PERIODS AND LUNCH PERIODS**

### **8.01**

Two rest periods of fifteen (15) minutes duration, including time to travel to and from their job location, will be scheduled for each employee during shifts.

An employee shall be permitted a rest period of fifteen (15) minutes duration, including time to travel to and from his job location, for each two (2) hour period of overtime worked.

### **8.02**

With the exception of brewhouse personnel and shift engineers, one hour will be provided between the hours of noon and 2:00 p.m. to eat lunch. In the case of the brewhouse personnel and shift engineers, the present established procedure will remain in effect.

### **8.03**

Employees who agree to work two (2) hours overtime past their regular shift, will be granted a meal allowance of \$10.00.

**8.04**

The lunch and supper break will start not later than 5 hours after the start of the shift.

**ARTICLE 9 WAGES**

**9.01**

The Company agrees to pay wages as set forth in Schedule 'A' attached to and forming part of this Agreement.

**9.02**

Employees temporarily transferred to a higher rated job for the convenience of the Company will receive the higher rate for all hours worked on the job. An employee transferred to a lower rated job for the convenience of the Company shall not have his regular rate reduced.

**ARTICLE 10 PAY DAY**

**10.01**

All wages shall be paid on or before Thursday, 12:00 noon of each week, by direct deposit only.

Effective January 1, 2021 (first pay of the year), all wages shall be paid every other Friday, by direct deposit only.

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

**ARTICLE 11 GRIEVANCE PROCEDURE**

There shall be an earnest effort on the part of both parties to this Agreement to deal promptly with complaints and grievances through the procedure provided below.

**11.01**

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

Step 1:

An employee who has a complaint or grievance shall, within ten (10) working days from the time the grievance arose, refer it to his shop steward. The steward will present the matter to the department head and shall endeavor to arrange a satisfactory settlement. If such settlement cannot be arranged, the steward shall then state the grievance in writing and the department head will have two (2) working days to provide a written answer.

Step 2:

If the grievance is not decided to the satisfaction of the grievor or grievors, the grievance shall, within the five (5) working day period immediately following written receipt of the supervisor's written answer, be submitted, in writing, to the brewery manager, or in his absence, the individual charged with his responsibility, who shall meet with the Grievance Committee or other designated representative of the Union within two (2) working days after the grievance has been referred to him and if a satisfactory settlement is not arranged within two (2) working days of such meeting, the matter shall be referred to arbitration.

## **11.02**

Where either party to this Agreement wishes to initiate a grievance concerning the general policy of either the Union or the Company which affects the orderly administration of this Agreement or which concerns the interpretation or application of this Agreement, such grievance may be submitted at Step 1 of Clause 11.01. In a case where the Company initiates a grievance, the grievance shall be directed to the president of the Union and the same time limits outlined in Step 1 shall apply.

## **11.03**

In the case of a group grievance, that is a grievance of two or more employees involving the same facts and circumstances, the grievance shall be reduced to writing by a steward within ten (10) working days from the time the grievance arose, and the grievance shall be dealt with commencing with Step 1, as herein provided.

## **11.04**

In the case of a discharge grievance, the grievance shall be reduced to writing by a steward within ten (10) working days from the time the grievance arose. Within the said ten (10) day period, the grievance shall be submitted in writing to the brewery manager, or in his absence, the individual charged with his responsibility, who shall meet with the Grievance Committee or other designated representative of the Union within two (2) working days after the grievance has been referred to him. If a satisfactory settlement is not arranged within two (2) working days of such meeting, the matter may be referred to arbitration.

## **11.05**

Saturdays, Sundays and observed holidays shall not count as "working days" as referred to in this Article 11.

## **11.06 Arbitration**

A) Where a grievance remains unsettled and/or there is a question as to whether a matter is arbitratable, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party, in writing, within ten (10) working days from the date when a decision was given or should have been given under Step 2 of its desire to submit the difference or allegation to arbitration, which shall be heard by a single arbitrator to be mutually agreed upon by both parties. Such notice of desire to arbitrate shall contain the names of at least three (3) arbitrators acceptable to the party referring the matter to arbitration, who shall be chosen having regard to their impartiality, their qualifications in the interpretation of agreements, and their familiarity with industrial matters.

B) An earnest effort will be made by both the Company and the Union to reach mutual agreement on the person to be requested to serve as arbitrator, but if such agreement cannot be reached within five (5) working days of the date of notice of arbitration, then either party may make an application to the Minister of Labour for the Province of Newfoundland and Labrador to appoint an arbitrator to hear the matter. The arbitrator shall hear and determine the difference of allegation and shall issue a decision. The decision of the arbitrator shall be final and binding on the parties and upon the employees affected by it.

C) The arbitrator shall not have the power to alter or amend any of the provision of this Agreement.

D) Having determined that an employee has been discharged or otherwise disciplined by the Company for just cause, an arbitrator may substitute such other penalty for the discharge or discipline as he deems just and reasonable in all the circumstances.

E) The reasonable cost of such arbitration, including the fees and expenses, stenographic services, etc., of the arbitrator, shall be equally shared by both parties to this Agreement.



F) Any of the time limits referred to in this article may be extended by mutual agreement, in writing, between the parties to this Agreement.

#### **11.07**

The Shop Steward or any member of the Grievance Committee may request the assistance of a full time representative of the Union at any step of the grievance procedure and/or the grievor.

#### **11.08**

The following provisions will apply to all grievances involving suspensions in excess of five (5) working days and discharge for disciplinary reasons:

The Company and Union will agree to a list of three (3) Arbitrators who will be assigned cases on a rotation basis. Arbitrators may be excused if unable to hear a dispute within thirty (30) calendar days.

The Party pursuing the grievance will contact the Arbitrator on or about the same date as the filing of the grievance.

Grievances under these provisions would be initiated at Step 2 of the Grievance Procedure.

The parties will meet prior to the arbitration hearing and attempt to agree to a written statement of fact.

The decisions of the Arbitrator will be issued verbally within seven (7) days of conclusion of the hearing and will follow with a written statement of his/her reasoning.

### **ARTICLE 12 DISCIPLINE**

#### **12.01**

Discipline for work performance incidents shall strictly follow a system of progressive discipline.

#### **12.02**

Dismissals or suspensions for cause shall be subject to the approval of the brewery manager or, in his absence, a designated member of Management. An employee who has been discharged or suspended shall have the opportunity, if so requested, to meet in private with a shop steward prior to leaving the premises in a place designated by the Company.

#### **12.03**

A) A dismissed or suspended employee who is subsequently reinstated in employment, as a result of a settlement reached in the grievance procedure (including arbitration), shall retain his full seniority, including credit for time lost as a result of the dismissal or suspension, and shall receive the pay he would have received had he not been discharged or suspended or shall be granted such other compensation as may be deemed appropriate in the circumstances.

B) An Employee who is required to attend a disciplinary meeting regarding a written warning or more severe discipline with the Employer shall be advised that he/she has a right to be accompanied by a Union representative.

C) The Employer shall notify an employee, in writing, of any discipline greater than a verbal within fourteen (14) calendar days of the event (excluding sick day, vacations, holidays, or all other absences of the employee involved). Request for extensions will not be unreasonably denied.

## ARTICLE 13 HOLIDAYS

### 13.01

The Company agrees that the following holidays will be recognized as holidays:

New Year's Day  
St. Patrick's Day  
Good Friday  
Commonwealth Day  
Memorial Day  
Regatta Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

And one additional day per year if declared by the provincial government.

### 13.02

Employees on the seniority list of the Company shall receive straight time for their regular shift hours, without being required to work on such days, provided the employee has worked five (5) days within the twenty (20) working days immediately preceding the day on which such holiday is observed and the employee has not been absent without permission on the last day scheduled for him immediately prior to the day on which the said holiday is observed or the first work day scheduled for him immediately after the day on which the said holiday is observed. The Regatta Day holiday shall be granted on the day on which the Regatta is held. All work performed on any of the recognized holidays shall be paid for at the rate of double time in addition to holiday pay.

### 13.03

If any of the recognized plant holidays fall on a Friday, Saturday or Sunday, they will be observed on the following Monday.

### 13.04

Employees whose regular work week is other than Monday to Friday, will be entitled to holiday pay if a paid holiday falls on one of their regular scheduled days off, providing they are otherwise qualified.

## ARTICLE 14 VACATIONS

### 14.01

As of May 1 in each year, and based on seniority attained up to that date, employees will be entitled to paid vacations as follows:

- A. Employees on the seniority list having less than 12 months of seniority shall be entitled to receive 4% of earnings for vacation pay or one week of pay at their basic hourly rate of pay, at the employee's option.
- B. Employees who have one (1) year or more of seniority as of May 1 - 2 weeks.
- C. Employees who have three (3) years or more of seniority as of May 1 - 3 weeks.
- D. Employees who have eight (8) years or more of seniority as of May 1 - 4 weeks.
- E. Employees who have fifteen (15) years or more of seniority as of May 1 - 5 weeks.
- F. Employees who have twenty (20) years or more of seniority as of May 1 - 6 weeks.

G. Employees who have twenty-five (25) years or more of seniority as of May 1 - 7 weeks.

H. If any of the holidays provided for in Article 13 fall within an employee's vacation, the employee shall receive either another day off with pay or a day's pay in lieu thereof, at the option of the Company.

I. Employees with three (3) or more years of seniority shall receive a vacation bonus payable in cash and equal to 20% of such employee's normal vacation payment. New employees hired after April 1, 2013 will not be covered under this Article.

In view of the seasonal nature of the business, the Company employees who are eligible for vacations with pay shall, at their request, be granted one week of vacation between May 15 and September 15, except those employees entitled to three, four, five, six or seven weeks as provided above, who shall, at their request, be granted not more than two weeks of vacation during the period of May 15 to September 15.

Employees not on the seniority list will be paid in accordance with Provincial Legislation.

All vacation bonus cheques will be paid by May 1st.

### **Summer Vacation Scheduling**

Vacation schedules shall be posted on March 1st of each year. Employees shall be required to indicate their preference of vacation prior to April 15th.

Any employee who fails to indicate his preference prior to April 15th shall forfeit his right to displace employees with less seniority who have indicated their preference prior to April 15. Subsequent to April 15, the available vacation slots will be filled on the basis of seniority.

#### **14.02**

Vacation pay shall be calculated as follows:

A. For each week of vacation, employees shall be paid their regular job rates of pay times their standard weekly hours.

B. Employees who retire, quit or are discharged, shall be entitled, upon termination, to be paid as outlined in paragraph (1) above for vacations earned to May 1st before termination but not taken, and to pro rata payment of 2% of earnings following such May 1st for each week of paid vacation for which they are qualified at May 1st.

#### **14.03**

Where an employee becomes injured or sick and qualifies for Weekly Indemnity payments while on vacation, the period of vacation remaining will be rescheduled to another time, without pay provided the employee has received an advanced vacation payment.

#### **14.04**

To complete the eight (8), fifteen (15), twenty (20) and twenty-five (25) years of seniority mentioned above, for the purpose of the qualifying day for the fourth, fifth, sixth and seventh weeks of vacation, such service shall be considered to commence on May 1st in the year in which the employee was first employed.

#### **14.05**

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

#### **14.06**

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

- I. Cease to receive such benefits and be placed on vacation leave until his unused vacation entitlement is exhausted; and
- II. Resume receipt of disability benefits, if still qualified, once his vacation credits are exhausted.

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

#### **14.07**

Employees with five or more weeks annual vacation may bank a portion of their vacation entitlement in excess of four weeks, to the period immediately preceding retirement.

This option, once exercised by an employee, is irrevocable and subject to an overall maximum bank of forty weeks. In the event of voluntary quit, termination or death preceding retirement, the accumulated balance will be paid to the employee or, in the event of death, his designated beneficiary.

#### **14.08**

Subject to production requirements to meet required inventory levels and marketplace demand, for all work days between Boxing Day and New Year's Day, production operations will shut down and all employees will utilize vacation entitlement or bank time. Employees will be able to bank overtime to use during this week. Any employee on Workers Compensation, Weekly Indemnity, LTD, or EI is exempt from this clause. Stationary Engineers are exempt from this clause.

### **ARTICLE 15 EMPLOYEE BENEFITS**

#### **15.01**

A. Each employee on the seniority list of the Company shall be entitled to six (6) days sick leave with pay for each calendar year provided he furnishes a doctor's certificate covering treatment for absences of two or more days, or as requested by the Company. Such sick leave shall not be cumulative from year to year. The Company reserves the right to appoint an examining doctor to investigate any claims for sick leave. The doctor's certificate must substantiate the full period for which the employee claims payment of sick leave and sickness and accident insurance payments. It is clearly understood that the benefits hereby created shall apply only to working days lost due to illness or accident and for which no compensation is otherwise provided by the Company's Weekly Indemnity Plan or by Workers' Compensation.

B. On December 15, each year, any unused portion of an employee's sick bank credits shall be paid to him as a bonus. Such bonus shall be calculated as follows: number of hours of sick leave credits remaining [up to a maximum of forty-eight (48) hours] times the hourly wage rate.

#### **15.02**

The Company agrees to provide a benefit plan, a summary of which shall be included in the Collective Agreement and shall be attached hereto as Schedule D.

### **15.03**

A) In the event of a death in the immediate family of an employee, i.e., mother, father, brother, sister, wife, husband, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, or grandparent of an employee or employee's spouse, he may request bereavement leave and shall be granted time off with pay not to exceed (3) consecutive days to enable him to look after funeral arrangements or to attend the funeral. The extent of such leave shall be at the discretion of the Company and shall not be made for time that would normally not have been worked by the employee and under no circumstances will pay be granted for overtime missed as a result of the absence.

B) In the event of a death of an employee's uncle, aunt, nephew or niece, the Company will allow one (1) day off to attend the funeral.

### **15.04**

Any employee who is absent from his regularly scheduled work due to jury duty shall receive the difference between the amount he receives as jury pay, including all other compensation from Government authority, and eight (8) hours pay at his straight time classification rate for each day of jury service while sitting on a jury or as a member of the jury panel during selection (for those days he would actually have been at work during his service as a juror) provided that satisfactory proof is submitted to the Company that he was called for jury duty and sat as a member of the jury for the period claimed and provided that he returned to work within a reasonable time after the termination of jury service. The foregoing will also apply to any employee who is absent from his regularly scheduled work due to being called as a crown subpoenaed witness.

### **15.05**

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

### **15.07**

An employee who avails of maternity, adoption and/or parental leave will be entitled upon return from leave, to resume his/her former position and salary if the position still exists, or a comparable position if it does not and will have no loss of accrued benefits.

## **ARTICLE 16 HEALTH AND SAFETY**

### **16.01**

The Company shall institute and maintain all reasonable precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction and elimination of unhealthy and unsafe working conditions and practices. All employees are expected to adhere to safe working practice. The Company and the Union agree to an Occupational Health and Safety committee meeting every two (2) months.

### **16.02**

The Company agrees that any employee on the seniority list who may be forced from work because of legitimate illness, certified by the Company's doctor, or the employee's personal physician, or temporary disability resulting from an accident, shall upon complete recovery be reinstated in his former job or some suitable job in the plant if held by an employee with less seniority and he is capable of performing the job in a satisfactory manner with a reasonable period of training.

### **16.03**

The Company agrees that employees have the right to refuse unsafe work in accordance with the provisions of the Occupational Health and Safety Act.

## **ARTICLE 17 ADEQUATE MANPOWER**

### **17.01**

The Company will endeavor to supply adequate manpower on all operations in all departments so that an employee will not be required to perform more than a fair day's work.

### **17.02**

17.01 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 changes in an employee's work load may be made so long as the resulting situation is not a violation of 17.01.

### **17.03**

The Company will endeavor to provide full employment for all employees on the seniority list. Extra shifts will not be used for the purpose of reducing the regular work week of employees on the seniority list.

Notwithstanding the above, the employer reserves the right to schedule canning on the half shift.

### **17.04**

1: In the event that, during the Collective Agreement, the Company plans to introduce a major technological change which it anticipates will directly result in the indefinite layoff of 8% of the regular active workforce, or a total of 10 employees, whichever is less, 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 affecting 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.

2. If

A) the number of eligible employees in any group who elect to take special early retirement is less than the number of jobs in that group to be permanently displaced by the technological change, or

B) the Company did not anticipate the number of layoffs but the introduction of the major technological change actually directly results in the indefinite permanent layoff of 8% of the regular active workforce, or a total of ten (10) or more regular employees, the following provisions shall apply:

I. The employees ultimately designated for indefinite layoff hereunder will be permitted to elect separation and to terminate from the Company prior to their scheduled date of layoff. Those employees so electing and terminating from the Company shall be entitled to receive the amount of separation payment calculated in accordance with Section 25.01 hereof. If any of those employees were classified as probationary or regular employees prior to March 31, 2005, their separation payment calculation shall include an additional one thousand dollars (\$1,000);

II. Those employees designated for indefinite layoff hereunder who do not elect to terminate from the Company pursuant to the provisions of the preceding paragraph, and who are eligible for participation in the Guaranteed Wage Plan, shall receive the benefits provided for under 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 his employment, and notwithstanding Section 8 of the plan, the eight (8) weeks can never be restored.

b) The additional eight (8) weeks of entitlement shall be the first weeks used.

#### **17.05**

Persons hired as regular employees after April 1, 1999 who have achieved seniority and who are not yet eligible for participation in the Guaranteed Wage Plan will, upon permanent layoff, be eligible to receive an amount of severance pay equal to one (1) week of regular pay for each completed year of service as of the original date of his layoff. Upon receipt of such severance pay, the employee's employment is terminated and his seniority and other rights under this Agreement are canceled.

### **ARTICLE 18 WEARING APPAREL**

#### **18.01**

Regular employees, actively at work, will receive a clothing allotment of \$225 per year in the form of a purchase order with which to purchase wearing apparel. The amount will increase to \$250 on January 1, 2014. Coveralls will be provided to employees in departments where a need for this apparel exists. The Company shall provide thermal jackets to employees who work in the following areas: cellars, staging (warehouse, palletizer operators), maintenance and engineering and in other areas where the Company deems necessary, on a replacement basis only (when an employee turns in a worn out jacket to the Company, it will be replaced). Employees will be responsible for laundering work apparel and will be required at all times to present a neat and tidy appearance. If all or any part of the employee's work apparel is deemed not to be presentable through misuse, carelessness or loss, it must be replaced at the expense of the employee.

#### **18.02**

The Company agrees to purchase union made work apparel provided that such are reasonably available and at a competitive price.

#### **18.03**

Protective clothing, including one pair of safety shoes, on a replaceable basis (when an employee turns in a worn out pair of shoes to the Company, they will be replaced), shall be supplied to employees without cost whenever deemed necessary by the Company. The maximum dollar value of protective footwear will be \$200.00. On January 1, 2022, the maximum dollar value of protective footwear will be \$215.00.

Temporary and probationary employees who do not have safety shoes and are not issued rubber boots as their regular footwear, will be provided with safety shoes and one half the cost of such shoes will be deducted from their pay. If the employee then achieves regular employee status, the cost of the shoes will be refunded to the extent outlined in 18.03 above. Temporary employees will be provided with a jacket where required.

## **ARTICLE 19 UNION ACTIVITIES / LEAVE(S) OF ABSENCE**

### **19.01**

No employee shall be discriminated against or discharged for his activity as a Union member or for doing committee or other work for the Union or attending Union conventions, labour schools, etc. When an employee requires time off for Union activities, the Union shall request permission from the employer in writing. It is agreed that such permission, if requested, will not be unreasonably withheld in any instance.

### **19.02**

The Company agrees to grant leave of absence for a period of not more than twelve (12) months or for the balance of the duration of this Agreement, whichever is the longer, for any employee who has been elected or appointed as an official of the Parent Union or the Local Union if such duties require him to have leave of absence from his Company duties on a full time basis. During such leave of absence, the employee's seniority shall continue to accumulate as if he were employed at his regular post with the Company. Upon completion of such leave of absence, the employee must be physically fit and able to assume the duties he performed prior to his leave of absence. During such leave of absence, the Company, when requested in writing by the Union to do so, will continue to pay such employees their regular wages, less deductions and shall forthwith invoice the Union for such gross wages and full reimbursement for all deductions paid on behalf of that employee, including all costs associated with the maintenance of that employee's benefits. The Union shall promptly reimburse the Company upon receipt of that invoice.

### **19.03**

Leave under this article will be charged to the union only with respect to costs related to the absent employee and not his replacement.

### **19.04**

The company will grant unpaid leave(s) of absence for political activities.

## **ARTICLE 20 UNION MADE PRODUCTS AND UNION LABEL**

### **20.01**

Where, in the opinion of the Company price and quality are equal, then preference shall be given toward the purchase of union made products.

### **20.02**

The Company shall be entitled to the use of the union label as long as it observes all the provisions of this Agreement.



## **ARTICLE 21 BULLETIN BOARD AND MEETINGS**

### **21.01**

The Company agrees to provide bulletin boards for the use of the Union and will allow the Union to post notices of meetings or other official Union notices, duly signed by an officer of the Union, provided that such notices shall be posted promptly.

### **21.02**

The Company agrees that a copy of this Agreement may be attached to the bulletin board where it may be examined by the members of the Union, on their own time.

### **21.03**

The Company agrees that only essential work will be scheduled during the regular monthly meeting of the Union, provided that such meetings are not held from Monday to Friday.

## **ARTICLE 22 GUARANTEED WAGE PLAN**

### **22.01**

The Guaranteed Wage Plan which is outlined in Schedule 'C' attached to and forming part of this Agreement, 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 23 NO STRIKES OR LOCKOUTS**

### **23.01**

For the duration of this Agreement, the Union undertakes that there shall be no strikes, slow downs or other interruptions of operations and the Company undertakes that there will be no lockouts, it being understood that all differences between the parties shall be settled in accordance with the provisions of this Agreement.

### **23.02**

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

## **ARTICLE 24 TUITION COSTS**

### **24.01**

Employees will be eligible for refund of tuition costs (including prescribed text books) of education courses, provided that:

I. the course is given by a recognized school and is approved by the human resources 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 and in its nature be industry-related;

III. the employee offers proof of successful completion of the course.

## ARTICLE 25 SEPARATION PAY

### 25.01

A regular employee shall be entitled to separation pay as set out in Article 25.03, provided he has not been excluded by Article 25.02 and provided he meets any of the following eligible provisions:

- a) if he is terminated for a reason other than set out in Article 25.02;
- b) if he is laid off and on any date during his layoff the hours scheduled for him during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided he is not eligible for any Company or government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;
- c) in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months, he may request immediate termination and separation pay, and with the concurrence of the Company and the Union, this may be granted notwithstanding the eligibility clause in (b) above;
- d) if he is ultimately designated for indefinite lay off as a result of a major technological change as provided in Article 25.02.

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

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

### 25.02

Notwithstanding Article 25.01, an employee shall be excluded from separation pay eligibility if:

- a) he quits;
- b) he is terminated for just cause;
- c) he is terminated under Article 5.03 of this Collective Agreement;
- d) he has been terminated because of specific direction or decree from any government authority which has the effect of curtailing any of the Company's operations unless:
  - (I) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
  - (II) the direction or decree purports to change the method of beer retailing within the Province;
- e) he has been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection of by any act of God;
- f) he is laid off and has arranged with the Company to take leave of absence without pay for a specific period in lieu of his layoff;
- g) he is in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Workplace Health Safety and Compensation Act;
- h) he is entitled to receive any pension under the Company or government pension plans.

### 25.03

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

A) one week's base earnings (computed on the basis of his hourly rate in effect as of time of layoff), multiplied by the number of his completed years of seniority (as used for vacation entitlement) as of the last day he actively worked in the Bargaining Unit, plus

B) for employees classified as probationary or regular employees prior to March 31, 2005, an additional three hundred and seventy-five dollars (\$375.00) multiplied by his completed years of seniority used in (a) above, to a maximum of 15 years. However, such eligible employee who applied for separation pay at the time he first becomes eligible therefore, shall have his separation pay under this part (b) calculated as one week's base earnings multiplied by his completed years of seniority used in (a) above, to a maximum of fifteen (15) years. If there is a permanent closure of a brewery, the fifteen (15) year maximum is replaced with a thirty (30) year maximum.

#### **25.04**

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

#### **25.05**

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

### **ARTICLE 26 SOFT MAINTENANCE**

#### **Soft Maintenance**

The Company may implement soft maintenance in all or part of its operations.

The Company will provide training and validation for soft maintenance as required. As examples, soft maintenance may include: set-ups, change-overs, some minor component replacement, lubrication, preventive maintenance inspections, adjustments and assisting maintenance personnel with corrective action and overhaul of equipment. It is understood that trades personnel will assist in the development, instruction, and continuing support of soft maintenance skills; however the validation of operators will be the sole responsibility of management personnel. Soft maintenance will be part of each operator's regular duties.

In the event an employee is unsuccessful during the initial training, the Company, Union and individual employee will meet to develop a specific training plan. If the developed training plan is unsuccessful in assisting the employee in achieving the skills necessary to do soft maintenance, the Company and Union will agree on the next steps in consultation with the employee to either provide more training, reassign the employee to another job or to some other accommodation within the same job.

It is understood that the Company may schedule operators who have been validated on soft maintenance training to assist with maintenance during scheduled downtime work on his/her equipment, provided that no more senior employee who is capable of performing the work is on layoff.

### **ARTICLE 27 DURATION OF AGREEMENT**

#### **27.01**

A. This Agreement shall come into effect on April 1, 2020 and remain in full force and effect until March 31, 2027. Either party to this Agreement desiring to negotiate a new Agreement shall give notice to the other party, in writing, not more than sixty (60) days and not less than thirty (30) days prior to the expiration date. If notice is not given as above, the Agreements shall automatically be renewed without change thereafter from year to year until such time as sixty (60) days' notice is given prior to the annual expiration date. Within fifteen (15) days of receipt of such notice, by either party of intention to change the existing Agreement, a joint conference will be held for the purpose of negotiating a new Agreement.

B. Should either party give notice of its desire to negotiate a new Agreement in accordance with Clause 27.01, the Company and the Union agree that if a renewal or revision of the Agreement or a new Collective Agreement has

not been concluded before the expiry on the term of the Collective Agreement as set out in Clause 27.01, the Company shall not, without the written consent of the Union, alter any term or condition of employment in effect immediately prior to such expiry until the parties to this Agreement are in a position to strike or lockout in accordance with the applicable provisions of The Labour Relations Act 1977.

**27.02 Cost of Living Allowance:**


A Cost of Living Allowance in a lump sum payment to regular employees for all hours worked, including vacations, statutory holidays, in the period from April 1, 2020 to March 31, 2021, the first pay period following publication of March 2020 Consumer Price Index (1971 = 100), the basis of \$0.01/hour for each full .3 change in the Consumer Price Index (1971 = 100), in the period from April 1, 2020 to March 31, 2021 calculated by subtracting the Consumer Price Index (1971 = 100), for the month of March 2020, after adding thereto 4.5% of the March 2020 Consumer Price Index, from the Consumer Price Index for the month of March 2020. This is done for each year of the contract, i.e. April 1, 2020 - March 31, 2021; April 1, 2021 - March 31, 2022; April 1, 2022 - March 31, 2023; April 1, 2023 - March 31, 2024; April 1, 2024 - March 31, 2025, April 1, 2025 - March 31, 2026, and April 1 2026 – March 31, 2027.


**27.03 Retroactivity**

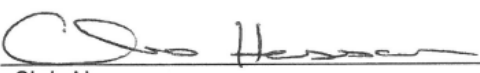
All amended matters become effective April 1, 2020 unless otherwise stated.

**Signed by the Company and the Union on the day and year first before written:**

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques

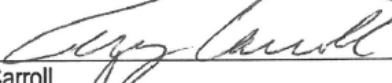
  
\_\_\_\_\_  
Gerri Noonan

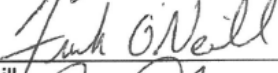
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

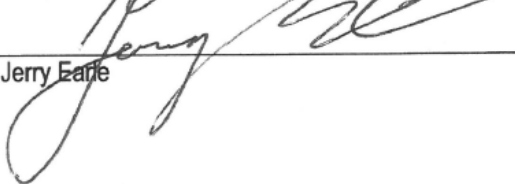
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**SCHEDULE 'A': HOURLY WAGE RATES AND CLASSIFICATIONS**

Effective date

<u>Classification</u>	<u>April 1, 2020</u>	<u>April 1, 2021</u>	<u>April 1, 2022</u>	<u>April 1, 2023</u>	<u>April 1, 2024</u>	<u>April 1, 2025</u>	<u>April 1, 2026</u>
<u>Kettleman, Brewing &amp; Bottling Department</u>	<u>33,17</u>	<u>33,50</u>	<u>33,84</u>	<u>34,18</u>	<u>34,52</u>	<u>34,86</u>	<u>35,21</u>
<u>Operation, Seniority hired after 1 April 2013</u>	<u>23,18</u>	<u>23,42</u>	<u>23,65</u>	<u>23,89</u>	<u>24,13</u>	<u>24,37</u>	<u>24,61</u>
<u>Mechanic "A"</u>	<u>37,15</u>	<u>37,52</u>	<u>37,90</u>	<u>38,27</u>	<u>38,66</u>	<u>39,04</u>	<u>39,43</u>
<u>Electrician</u>	<u>37,15</u>	<u>37,52</u>	<u>37,90</u>	<u>38,27</u>	<u>38,66</u>	<u>39,04</u>	<u>39,43</u>
<u>Operating Engineers</u>	<u>36,52</u>	<u>36,88</u>	<u>37,25</u>	<u>37,62</u>	<u>38,00</u>	<u>38,38</u>	<u>38,76</u>
<u>Probationary hired after 1 April 2013</u>	<u>20,23</u>	<u>20,43</u>	<u>20,63</u>	<u>20,63</u>	<u>20,83</u>	<u>21,05</u>	<u>21,26</u>
<u>Temporary</u>	<u>17,00</u>	<u>17,16</u>	<u>17,34</u>	<u>17,51</u>	<u>17,69</u>	<u>17,86</u>	<u>18,04</u>

**Variable Compensation (Performance Bonus)**

Principles for the Variable Compensation Program:

This plan applies to regular employee and future regular employee, active employees only.

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

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

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

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

(i) Regular employees with a seniority date before April 1, 2013:

Year starting January 1, 2014 and after	-	Up to 4 %
Year starting January 1, 2015 and after	-	Up to 5 %
Year starting January 1, 2016 and after	-	Up to 6 %
Year starting January 1, 2017 and after	-	Up to 7 %
Year starting January 1, 2018 and after	-	Up to 7 %
Year starting January 1, 2019 and after	-	Up to 8 %
Year starting January 1, 2020 and after	-	Up to 8 %

(ii) Regular employees with a seniority date after April 1, 2013:

Year starting January 1, 2014 and after	-	Up to 5 %
Year starting January 1, 2015 and after	-	Up to 6 %
Year starting January 1, 2016 and after	-	Up to 7 %

Year starting January 1, 2017 and after	-	Up to 7 %
Year starting January 1, 2018 and after	-	Up to 8%
Year starting January 1, 2019 and after	-	Up to 9 %
Year starting January 1, 2020 and after	-	Up to 10 %

For greater clarity, the following will apply for partial years of work:

- (a) Termination: not eligible for any payment
- (b) Resignation: not eligible for payment
- (c) Retirement: pro rated based on number of hours worked (including vacation) within the calendar year

How the calculation works:

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

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

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

The sum of the achieved targets will determine the overall percentage achievement for the eligible employee.

The bonus will be calculated as follows:

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

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

**SCHEDULE 'B': TWELVE (12) HOUR SHIFT SCHEDULE OPERATING ENGINEERS**

	SHIFT			
	"A"	"B"	"C"	"D"
Monday	N	O	D	O
Tuesday	N	O	D	O
Wednesday	O	N	O	D
Thursday	O	N	O	D
Friday	D	O	N	O
Saturday	D	O	N	O
Sunday	D	O	N	O

N 8:00 p.m. to 8:00 a.m.

D 8:00 a.m. to 8:00 p.m.

O Off

All shifts are in a four (4) week rotation

First Rotation	A	B	C	D
Second Rotation	B	C	D	A
Third Rotation	C	D	A	B
Fourth Rotation	D	A	B	C

## **SCHEDULE 'C': GUARANTEED WAGE PLAN**

### **AGREEMENT BETWEEN:**

Labatt Brewing Company Limited and Newfoundland Association of Public Employees, Local 7004

WHEREAS the Company has entered into a Collective Agreement with the above-named Union covering the bargaining unit of plant workers in St. John's, Newfoundland.

AND WHEREAS the said Parties have agreed to make this supplementary Agreement which is to be supplemented 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 February 8, 2014 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 Human Resources Development 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.

### **Purpose**

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

### **Eligibility for Participation in the Plan**

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

Notwithstanding the above, employees not classified as regular employees prior to April 1, 1999 shall not be eligible to participate in this Plan.

### **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, slow down, picketing or other action by employees of the Company or by employees of any other employer who are represented for Collective Bargaining purposes by any of the Unions which were party to the Newfoundland Industry Memorandum of Agreement which led to the renewal of this Plan, or by any Local thereof or successor Unions thereto.

C) Employees who have been terminated because of specific direction or decree from any Governmental authority which has the effect of curtailing any of the Company's operations unless:

The direction or decree is the result of an illegal act committed by the Company or one of its representatives.



The direction or decree purports to change the method of beer distribution or beer retailing within the Province.

D) Employees who have been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God.

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

### **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:

In which he has been on layoff and has failed to apply for E.I. benefits or in which he has been disqualified or disentitled from E.I. benefits by any reason other than serving a two (2) week waiting period.

In which he has been on layoff and has failed to keep himself registered for employment with the Human Resources Development Canada in those cases where such registration is necessary to qualify for E.I. benefits or for reduction of E.I. waiting period.

In which he has failed or refused to accept employment deemed suitable for him by EI.

In which he has failed to accept and report for any appropriate work assignment of at least one normal working day unless excused for reasonable cause.

In which he is in receipt of a benefit provided by the Company's insured Weekly Indemnity or Long Term Disability Plans or other benefit plans.

After he has become entitled to receive any pension under the Company or Government Pension Plan.

In respect of which he is qualified for compensation from the Workplace, Health, Safety and Compensation Commission for any compensable accident or illness.

### **Definitions**

For the purpose of this Plan:

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

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

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

### **Benefits Provided for Laid Off Employees**

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

Seventy (70) percent for eligible employees as herein above defined.

The straight time hourly rate of the employees in effect as of time of layoff.

The excess of forty (40) over the compensated and available hours of the employee.

The actual benefit, if any, for which such employee is eligible under the Employment Insurance Act for such week.

### **Benefits During Layoff**

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

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

### **Duration of Benefit**

The maximum benefit entitlement of an employee at any time shall not exceed that benefit established in accordance with Table “A”. However, the employee’s actual benefit entitlement will be less than the maximum benefit entitlement if he has used any benefits and has not subsequently restored them. Weeks of benefits are restored based upon the formula of 1/10th of a week for each eight (8) full hours during which the employee earned wages from the Company up to the employee’s maximum benefit entitlement set out in Table “A” below. No credits towards future benefit entitlements are allowed for wages earned during any period in which the employee is already entitled to the maximum benefits set out in Table “A”.

**TABLE 'A'**

**COMPLETED YEARS OF SENIORITY  
DETERMINED AS OF APRIL 1  
IMMEDIATELY PRECEDING HIS LAYOFF**

**MAXIMUM BENEFIT  
ENTITLEMENT**

15 Years or more 78 Weeks of Benefits  
10 Years or more 65 Weeks of Benefits  
5 Years or more 52 Weeks of Benefits  
4 Years or more 45 Weeks of Benefits  
3 Years or more 35 Weeks of Benefits

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

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

**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.

**Applications**

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

**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.

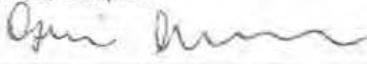
**Duration of Agreement**

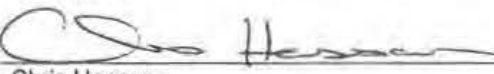
This Agreement shall continue until March 31, 2027. During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations but on the understanding that any amendments to this Agreement will not take effect any earlier than February 8, 2014.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 1<sup>st</sup> day of April, 2020.

For the Company:

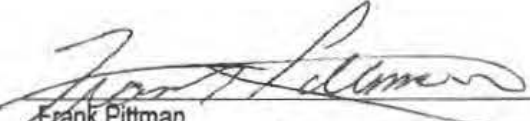
  
\_\_\_\_\_  
François St-Jacques


  
\_\_\_\_\_  
Gerri Noonan

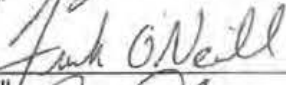
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé


For the Union:

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Eade

**SCHEDULE 'D': GROUP INSURANCE PLAN  
FOR WAGE EMPLOYEES OF LABATT BREWING COMPANY LIMITED IN NEWFOUNDLAND  
APRIL 1<sup>st</sup> 2020**

The Company's Group Insurance Plan has been designed to provide substantial protection for you and your dependents through contracts underwritten by insurance companies. This booklet is intended to give you a general explanation of the insured benefits but it would be understood that the master insurance contracts are the governing documents in any question of interpretation.

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

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

### **SCHEDULE OF INSURED BENEFITS**

Life Insurance and Accidental Death and Dismemberment Insurance of \$83,000 after January 2018. Effective January 1, 2023 increase of Life Insurance and Accidental Death and Dismemberment Insurance from \$83,000 to \$86,000.

Weekly Indemnity benefit at 70% of your basic weekly earnings rate with benefits payable from 1st day of disability due to accident or 5th day due to illness, to maximum 26 weeks per disability.

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

### **For Employees and Dependents**

Semi-private hospital benefit

Major medical expense benefit of \$25,000 maximum, with \$10.00 deductible or \$20.00 family deductible  
Reimbursement will be at 100% of any eligible expenses incurred. Then, the reimbursement will be at 90% of any eligible expenses incurred after January 1, 2016. Reimbursement will be at 80% of any eligible expenses incurred after January 1, 2017.

Dental care benefit of 100% coverage for basic services, 75% for restorative services and 50% for orthodontia. After January 1, 2016 90% basic services, 75% for restorative services and 50% for orthodontia. After January 1, 2017 80% basic services, 50% for restorative services and 50% for orthodontia.

These coverages are explained more fully in the following pages. Please note that all coverages, except the life insurance and Long Term Disability insurance, provide benefits only for those accidents and sicknesses which are not covered by Workers' Compensation or similar legislation.

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

### **WHO MAY BE INSURED**

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

Dependents eligible for insured benefits are your spouse and unmarried children under 21 years of age. Coverage will be continued for a dependent child beyond age 21 as long thereafter as the child is a full-time student attending an educational institution or on vacation there from. Any mentally or physically handicapped child shall remain insured beyond the maximum age provided the child, upon reaching the maximum age and thereafter, is incapable of self-sustaining employment and totally relies on you for support and maintenance. It is your responsibility to notify your human resources or medical departments immediately of any change in your dependents.

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

## **LIFE INSURANCE**

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

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

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

Normal Retirement -- the amount of your life insurance will be reduced to \$8,000 as of your date of normal retirement.

Special Early Retirement (before age 65) -- if you have attained age 60 and have 25 or more years of credited service, under the terms of the Labatt Retirement Plan, the amount of your life insurance will be reduced to \$8,000 as of your date of Special Early Retirement. Otherwise, your life insurance will cease as of your date of early retirement or termination of service with the Company.

85 Point Retirement (before age 65) -- if you have attained the minimum age of 55 and your combined age and years of credited service total 85 points or more under the terms of the John Labatt Limited Retirement Plan, the amount of your life insurance will be reduced to \$8,000. Otherwise, your life insurance will cease as of your date of early retirement or termination of service with the Company.

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

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The amount of your accidental death and dismemberment (AD&D) insurance is shown in the Schedule of Insured Benefits. If, within 365 days of and as a result of an accident occurring away from work, you suffer any of the losses listed below, payment will be made as indicated.

<b>% Payable</b>	<b>For Loss of</b>
200%	quadriplegia, paraplegia, hemiplegia.

100%	life, both hands, both feet, sight of both eyes, one hand and one foot, one hand or one foot and sight of one eye, use of both hands or both feet, speech and hearing in both ears.
75%	one arm or one leg, use of one arm or one leg.
66-2/3%	one hand, one foot, sight of one eye, speech, hearing in both ears.
33-1/3%	thumb and index finger, four fingers on one hand.
25%	three fingers on one hand, hearing in one ear, all toes of one foot.
16-2/3%	thumb and one finger on one hand, two fingers on one hand.

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

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

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

### **WEEKLY INDEMNITY BENEFIT**

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

The amount of your Weekly Indemnity benefit is 70% of your basic weekly earnings rate as of the date disability commences. When a general change in wage rates takes effect under the terms of the labour agreement, the amount of your Weekly Indemnity benefit from the effective date of such change will be 70% of the basic weekly earnings rate to which you would be entitled if you were at work.

Your Weekly Indemnity benefit payments will be reduced by the amount of any disability payments you are eligible to receive from the Canada Pension Plan or any other Government source.

The benefit payment is based on a seven-day week. For each day of absence for which a benefit is payable, you will receive one-seventh of the weekly benefit. Benefits are payable from the first day of absence if disability is due to an accident, or from the fifth day of disability due to illness. Payments continue as long as you are disabled up to a maximum of 26 weeks for each period of disability. (Refer to Long Term Disability for benefits payable if disability continues for more than 26 weeks.)

Where it is necessary for an employee to have dental surgery, benefits will be payable commencing on the fourth day following such surgery and will continue up to a maximum of two weeks for any such claim, but only on receipt of proper certification by a dental oral surgeon.

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

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

### **LONG TERM DISABILITY BENEFIT**

Long term disability (LTD) benefits become payable only after you have received weekly indemnity benefits for the maximum period, or when you have received Workers' Compensation for a continuous period of 26 weeks.

During the first 78 weeks of LTD benefits, your benefits will be payable weekly at 66-2/3% of your basic weekly earnings rate in effect during that period. At the end of the first 78 weeks, your LTD benefit will be fixed at 66-2/3% of your basic weekly earnings rate in effect in the 78th week of the LTD benefit period and thereafter, your LTD benefit will be payable in an equivalent monthly amount at the end of each month. For example, if your earnings rate in the 78th week of LTD benefits is \$22.00 per hour:

your weekly earnings rate is  $40 \times \$22.00 = \$ 880.00$   
 your weekly LTD benefit in the 78th week is 66-2/3% of \$880.00 = 582.82  
 thereafter your monthly LTD benefit is  $4-1/3 \times \$582.82 = 2,407.04$

Your LTD benefit payments will be reduced by any statutory disability payments you are eligible to receive from Workplace Health, Safety & Compensation Commission, the Canada Pension Plan, or other government source.

In order to qualify for LTD benefits you must be under the continuing care of a licensed physician and, during the first 78 weeks of LTD benefits, be unable to perform a regular job available in the bargaining unit; thereafter you must be unable to engage in any gainful occupation for any employer for which you are reasonably qualified by training, education or experience. If you are again disabled due to the same or a related cause, your absence will be treated as a continuation of disability under the LTD benefit unless you have been back at work for at least six months.

Payment of benefits will require submission of such appropriate medical evidence as may be requested by the insurer from time to time. You will be entitled to benefits during the continuation of disability as defined above except that in no event will benefits be paid beyond your normal retirement date. If you should elect to retire early, LTD benefits will cease as of your date of early retirement.

No benefits will be payable for absence due to disabilities caused by self-inflicted injuries while sane, or insane, insurrection, war, service in the armed forces of any country or participation in a riot, or during disabilities resulting from working for another employer.

If you engage in rehabilitative employment, your LTD benefit will continue for up to 24 months but will be reduced by 75% of what you earn from rehabilitative employment. For example, if you are receiving a monthly LTD benefit of \$2,407.04 and you earn \$1,500 in rehabilitative employment

(a)	monthly LTD benefit	\$2,407.04
(b)	subtract 75% of \$1,500	<u>1,125.00</u>
(c)	new LTD benefit	\$1,282.04
(d)	earnings from rehabilitative employment	<u>1,500.00</u>
(e)	monthly income during rehabilitation	<u>\$2,782.04</u>

While you are in receipt of LTD benefits you will continue to be covered for all other group insurance benefits. Your LTD insurance will be cancelled as of the date you retire or terminate service with the Company.

Each active full-time employee will contribute 10¢ (ten cents) per hour to the LTD benefit premium commencing April 1, 2008.

Notwithstanding the above, effective January 1, 2023, Long Term Disability Insurance will cover 50% of the monthly earnings instead of 66-2/3%. The employee may maintain 66-2/3% coverage by paying a premium to obtain an additional 16-2/3% of the monthly earning. The premium payable on each payroll date by the employee will be estimated for January 1, 2023, based on the St. John's Local 7004 group experience. The maximum premium payable on each payroll will be calculated on a premium rate of \$8.48 per 100\$ monthly of coverage. If the Insurance Company increases the premium rate that it charges the company, the premium payable by the employee will also increase, but it will be limited to a maximum increase of 10% per year. If the insurance company decreases the



premium rate that it charges the company, the premium will be reduced accordingly. The contribution of the 10¢ (ten cents) per hour to the LTD benefit premium will cease on January 1, 2023.

### **SEMI-PRIVATE HOSPITAL BENEFIT**

Your provincial hospital plan provides basic hospital benefits for you and your family but generally limits benefits for room charges to the amount payable for accommodation.

Insured benefits are provided under the Company's plan for you and your covered dependents to supplement the provincial plan benefit and provide payment for room charges up to semi-private accommodation in a licensed hospital. If hospitalized in a private room, the benefit will be limited to that which would have been paid for semi-private accommodation.

These benefits apply in all confinements approved by a licensed physician except those covered by Workplace Health, Safety & Compensation Commission. Maternity benefits are payable for a female employee or dependent wife only if her coverage has been in effect for at least nine months.

Your semi-private hospital insurance will be cancelled as of the date you retire or terminate service with the company. However, when your insurance is cancelled;

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

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

in the case of pregnancy which began while insurance was in force, coverage will be extended up to the date of childbirth or termination of pregnancy.

### **MAJOR MEDICAL EXPENSE BENEFIT**

Basic medical benefits are provided for you and your family under your provincial medical plan. The major medical expense benefit under the Company's Group Insurance Plan provides benefits for you and your covered dependents for certain expenses not covered by the basic hospital and medical plans.

Expenses allowed under the major medical benefit are listed below. Benefits are payable only if the services are recommended by a physician and if provincial legislation does not prohibit insurance of any such expense.

drugs and medicines dispensed on the written prescription of a physician  
private duty nursing by registered graduate nurses who are not ordinarily resident in your home and are not related to you or your dependents

diagnostic procedures and radiology

oxygen and its administration

blood transfusions

rental of wheelchair, hospital bed or respirator/ventilator

splints, trusses, braces, crutches, casts

artificial limbs and eyes provided the loss of the natural limb or eye occurred while insured under this plan

services of duly qualified and licensed physiotherapists other than members of the insured's family

payment of reasonable and customary chiropractic services up to an annual maximum of \$1,000

local ambulance services

air ambulance service in cases of emergency to and from the nearest hospital in which treatment can be provided, subject to one round trip per calendar year to a maximum of \$150 per period of disability

Casted, custom-made orthotics recommended by physician or podiatrist limited to \$475 per pair to a maximum of two (2) pair in each three (3) year period

You are required to pay the first \$10.00 of expenses incurred in each calendar year. This is known as the “deductible” and is applied for each insured person, employee or dependent, except that the total deductible for all members of your family will not be more than \$20 in each calendar year. If expenses which are included in the deductible occur within the last three months of the calendar year, the same expenses may be applied against the deductible for the next calendar year. If two or more insured members of your family are injured in the common accident, only one deductible will be applied against their resulting combined expenses incurred in any one calendar year.

The amount of benefit payable is determined as follows:

the charges are totaled for all allowable expenses incurred by the employee or dependent during the calendar year. from this total the deductible is subtracted.

the major medical expense benefit then pays 100% of the remainder. Then, the reimbursement will be 90% after January 1, 2016 and then after January 1, 2017 reimbursement will be 80%.

The maximum total amount payable for any individual is \$25,000. However, after a person has been insured for a full calendar year, up to \$5,000 of the original benefit will be reinstated automatically on January 2nd of each year but at no time will the maximum exceed the original \$25,000 maximum.

The major medical benefit covers charges only for those services listed above. It does not cover expenses for injury or illness covered under the Workplace Health, Safety & Compensation Commission, hospital charges, medical expenses for services covered by the provincial plan, dental services, eye examinations, expenses resulting from an act of war, or any service for which an employee or dependent does not have to pay.

If when you retire you are entitled to group life insurance as explained in Section 3, you and your eligible dependents will continue to be insured for major medical expenses but you will be required to pay the first \$25 of expenses incurred in each year of your retirement as a “deductible” with the total deductible for all members of your family not to exceed \$50 in each calendar year. You will then be reimbursed for 80% of any eligible expenses incurred after the date of your retirement in excess of the deductible. The maximum total amount payable for any individual is \$25,000. The maximum total amount payable for any individual is \$20,000 after January 1, 2015.

Employees who retire after January 1, 2015 and are between 55 and 65 years of age, are entitled to group life insurance as explained in Section 3, you and your eligible dependents will continue to be insured for major medical expenses but you will be required to pay the first \$25 of expenses incurred in each year of your retirement as a “deductible” with the total deductible for all members of your family not to exceed \$50 in each calendar year. You will then be reimbursed for 80% of any eligible expenses incurred after the date of your retirement in excess of the deductible. The maximum total amount payable for any individual is \$20,000.

After 65 years old, you will then be reimbursed for 65% of any eligible expenses incurred after excess of the deductible. This is up until you reach the maximum total amount for any individual of \$20,000. This calculation begins at the date of your retirement.

Employees hired after March 31, 2013 (and your eligible dependents) are no longer entitled to post retirement benefits.

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

if you are totally disabled when your insurance is cancelled, major medical benefits will be extended for up to one year, provided such expenses are incurred during the continuance of that disability

if one of your dependents is in hospital when your insurance is cancelled, benefits will be extended for a maximum of one year, provided the dependent remains in hospital.

Notwithstanding the above, effective December 15, 2025, employees who retire on or after December 15, 2025, will cease to be eligible to post-retirement health and life insurance coverage when reaching 65 years of age.

## **DENTAL CARE BENEFIT**

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

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

Basic Services -- examinations and cleaning of teeth (one in any nine month period), extraction, fillings and other necessary treatment for the relief of dental pain.

Restorative Services -- crowns and inlays, bridge work, dentures, root canal therapy (endodontics), and the treatment of tissues and bones supporting the teeth (periodontics).

Orthodontia -- proper fitting of natural teeth and prevention or correction of irregularities of the teeth.

You will be reimbursed for 100% of the cost of eligible Basic Services incurred by you or your eligible dependents up to a maximum benefit for each insured person of \$1000 calendar year. You will also be reimbursed for 75% of the cost of Restorative Services and 50% of the cost of Orthodontia to a lifetime maximum of \$6000 (\$4500 after January 1, 2016 and \$3000 after January 1, 2017) for each insured person for Restorative Services and Orthodontia combined. After January 1, 2016, you will be reimbursed at 90% for basic services, 75% for restorative services and 50% for orthodontia. After January 1, 2017, you will be reimbursed at 80% for basic services, 50% for restorative services and 50% for orthodontia.

Effective April 1, 2005 an annual reinstatement of up to \$600 will be provided at the beginning of each calendar year, if required, to restore the lifetime maximum to the level of \$6,000 (\$4500 after January 1, 2016 and \$3000 after January 1, 2017). At no time will the maximum exceed the original amount.

Benefits will be paid on the basis of the lesser of the actual fee charged or the amount stated in the current Dental Association Schedule of Fees in the province in which you reside. If optional procedures are possible, benefits will be payable in accordance with the procedure involving the smallest fee.

Expenses incurred for the replacement of dentures are eligible for benefits, except that if the replacement is for a denture for which benefits were payable under this plan, benefits for the replacement will be payable only if at least 3 years have elapsed since the placement or replacement for which benefits were paid. In addition, benefits are payable for rebasing, relining or repairing of dentures. Benefits will not be paid for the replacement of dentures which have been lost, misplaced or stolen.

Dental care benefits are not payable for any service eligible for payment from another source such as provincial health insurance plans, Workplace Health, Safety & Compensation Commission or other government plans, expenses incurred principally for cosmetic purposes, expenses resulting from an act of war, or any service for which an employee or dependent does not have to pay.

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

## **10. VISION CARE BENEFIT**

Frames, lenses and the fitting of any type of prescription glasses (including contact lenses), up to a total payment of \$250 every twenty-four (24) months for each eligible insured person and \$250 every twelve (12) months for dependent children.

Contact lenses, up to a total payment of \$250 per person in any two consecutive calendar years, if they are prescribed for severe corneal astigmatism, severe corneal scarring, kerataconus of aphakia and if visual acuity can only be improved by contact lenses to at least the 20/40 level.

Eye exams every two years at the value of \$100.

For employee only, corrective eye surgery to a lifetime maximum of \$1,000. Spouse and dependents are not included in the eye surgery coverage.

## **11. HOW TO CLAIM**

When you or any of your dependents are entitled to receive insured benefits you should obtain the necessary claim forms from your Medical Department. When you have completed the employee's portion of the claim form, you should have your physician or dentist complete his section and then return the form to your Medical Department for them to forward for settlement by the insurer. It is important that claims be filed promptly and that all necessary information be supplied to support your claim.

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

Weekly Indemnity Benefit -- Claim must be filed within 90 days of the commencement of disability. In case of illness, benefits will be paid as previously described only if you see a licensed physician no later than the fifth day of disability and remain under the doctor's care until you are able to return to work. If you do not see a doctor by the fifth day, your benefits will be payable only from the day on which you first visit a doctor. In case of accident, you must see the doctor no later than the day following the accident in order to qualify for benefits from the first day; otherwise, benefits will be payable as if the disability is due to illness. Diagnosis and prescription by telephone only does not constitute a "visit" for this purpose.

Long Term Disability Benefit -- Claim must be filed within 6 months following the date from which LTD benefits become payable but, the earlier the better, in order to avoid any delay in commencement of your LTD benefit payments.

Semi-Private Hospital Benefit -- Claim must be filed within 90 days from the date of hospitalization. Standard claim forms are available at all hospitals. Benefits will be paid to you unless you complete the appropriate section of this form to assign benefits to the hospital.

Major Medical Expense Benefit -- Claims must be filed no later than the end of the calendar year following the year in which the expense was incurred except that, when your insurance is cancelled for any reason, proof of claim must be submitted within 90 days of the date of termination of your insurance. Itemized bills and statements showing the patient's name, date of service, prescription numbers for drug expenses and the amount of the charges must accompany the claim form, verifying all such expenses, including those which you have paid to satisfy the deductible. It is suggested that such claims not be submitted until the total bills exceed the deductible by at least \$10.

Dental Care Benefit -- Claims must be submitted by the end of the calendar year following the year in which the expense was incurred except that proof of claim must be submitted within 90 days of the date on which your insurance is cancelled for any reason. A separate claim form must be filled out for each member of your family for whom you are making claim. The dentist's statement on this form or any bill supporting your claim, must show the patient's name, dates and nature of the treatment, and the charge. If the total cost associated with the proposed

dental work is \$500 or more, a treatment plan must be submitted to the insurer as explained in Section 9. You should have your dentist complete a claim form setting out details as to the proposed treatment and cost and give this to your Medical Department to forward for review by the insurance company. You will then be advised as to the charges, or portion thereof, which the insurer considers eligible for benefits. Upon completion of the dental treatment, you again submit a claim to receive payment of the approved benefits.

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

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

Please see your Medical Department or Human Resources Department for any further information.

**SCHEDULE 'E': LABATT RETIREMENT PLAN  
FOR WAGE EMPLOYEES IN NEWFOUNDLAND  
APRIL 1, 2020**

**NOTE: During the 2020 negotiations, the union and company agreed to simplify the wording in SCHEDULE E, LABATT RETIREMENT PLAN.**

This section of the booklet is a summary of the main features of the Labatt Retirement Plan for Wage Employees as amended April 1, 2020 with respect to wage employees of Labatt Brewing Company Limited in Newfoundland. A complete description of the Plan, which is the governing document, is available for reference at your Human Resources office. If you have any questions, do not hesitate to seek the answers from your Supervisor or Human Resources staff.

Statutory benefits from Government plans such as the Canada Pension Plan (CPP) and the pension under the Old Age Security Act (OAS) are in addition to the benefits provided by the Labatt Retirement Plan (LRP).

**Eligibility for Membership**

A new employee becomes a member of the Plan on the first day of the month coincident with or immediately following the date on which he is placed on the seniority list as a regular employee and his seniority date will then be established as his date of employment for purposes of this Plan.

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

**Contributions**

You are not required to make contributions to the Plan in respect of your service after July 1, 1975. Any required contributions which you have made in respect of service before July 1, 1975 remain to your credit in the Plan and will be applied to provide benefits in respect of your service before July 1, 1975.

Notwithstanding the above, all employees will contribute the above percentage of the base wage of employees Kettlman, Brewing and bottling departments hired before April 1, 2013. Contributions shall be on the hours worked up to a maximum of 2080 hours per year as follows:

Effective January 1, 2016 the contribution will be 3%.  
Effective January 1, 2017 the contribution will be 4%.  
Effective January 1, 2018 the contribution will be 5%.

The Company contributes whatever amount is necessary, along with the required contributions made by employees in respect of service before July 1, 1975 to provide the benefits called for under the Plan. The Company also pays the full cost of administering the Plan and, in addition, matches your contributions to the Canada Pension Plan.

All contributions to the Plan are paid over to the Custodian and to be invested and held in trust for the purposes of the Plan.

**Normal Retirement Date**

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

**Service and Credited Service**

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

The number of years of your "credited" service determines the amount of pension you are entitled to receive. Credited service is calculated as explained below:

A. From July 1, 1975 you receive a credit of one year for 1800 or more hours of work in a calendar year while a member of the Plan or a pro-rated partial year of credit for less than 1800 hours. For example, if while a member of the Plan you work only 900 hours in a year, your credit for that year will be one-half year (900 divided by 1800). If you are absent due to disability, you will receive service credits for any periods during which you are totally disabled and receive weekly indemnity or long term disability insurance benefits or Workplace, Health, Safety & Compensation payments, but in no event will you receive more than one year of credited service for any one calendar year.

B. Your credited service to June 30, 1975 is the number of years for which you have made the required contributions to the Plan and includes any period for which you have repaid those contributions which were refunded from this or a previous plan in respect of your service before January 1, 1967.

### **Calculation of Basic Pension Credit**

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

- a) for service to March 31, 1994, the pension benefits accrued to each member remain unchanged;
- b) for service after April 1, 1998; a monthly pension equal to \$37.00 multiplied by the number of years of credited service;
- c) for service after April 1, 1997; a monthly pension equal to \$36.00 multiplied by the number of years of credited service;
- d) for service after April 1, 1996; a monthly pension equal to \$35.00 multiplied by the number of years of credited service;
- e) for service after April 1, 1995; a monthly pension equal to \$34.00 multiplied by the number of years of credited service;
- f) for service after April 1, 1994; a monthly pension equal to \$33.00 multiplied by the number of years of credited service;
- g) for service after January 1, 1993 - \$32.00 for one year of credited service in 1993 or a pro-rated amount for less than one year;
- h) for service in 1992 - \$31.00 for one year of credited service in 1992 or a pro-rated amount for less than one year;
- i) for service in 1991 - \$30.00 for one year of credited service in 1991 or a pro-rated amount for less than one year;
- j) for service in 1990 - \$28.00 for one year of credited service in 1990 or a pro-rated amount for less than one year;
- k) for service in 1989 - \$27.00 for one year of credited service in 1989 or a pro-rated amount for less than one year;
- l) for service in 1988 - \$26.00 for one year of credited service in 1988 or a pro-rated amount for less than one year;
- m) for service in 1987 - \$20.00 for one year of credited service in 1987 or a pro-rated amount for less than one year;
- n) for service in 1986 - \$19.50 for one year of credited service in 1986 or a pro-rated amount for less than one year;
- o) for service in 1985 - \$19.00 for one year of credited service in 1985 or a pro-rated amount for less than one year;
- p) for service in 1984 - \$17.25 for one year of credited service in 1984 or a pro-rated amount for less than one year;

- q) for service in 1983 - \$16.50 for one year of credited service in 1983 or a pro-rated amount for less than one year;
- r) for service in 1982 - \$15.00 for one year of credited service in 1982 or a pro-rated amount for less than one year;
- s) for service in 1981 - \$14.00 for one year of credited service in 1981 or a pro-rated amount for less than one year;
- t) for service in 1980 - \$13.00 for one year of credited service in 1980 or a pro-rated amount for less than one year;
- u) for service from July 1, 1975 to December 31, 1979 - \$12.00 multiplied by the number of years of credited service from July 1, 1975 to December 31, 1979;
- v) for service to June 30, 1975 – the sum of:
  - 1) the monthly basic pension to your credit for service to June 30, 1975 determined in accordance with the terms of the Plan in effect to that date and including any amount of pension which was restored when you repaid contributions which had been withdrawn and
  - 2) any amount necessary to be added to upgrade your basic pension for service to June 30, 1975 to a minimum monthly amount equal to \$12.00 multiplied by the number of years of credited service to June 30, 1975 up to 30 years.

## 6. Amount of Normal Retirement Pension

When you retire at normal date (age 65), you will receive a monthly basic pension from the Labatt Retirement Plan in an amount equal to the sum of your basic pension credits determined as explained in Section 5. In addition, you will receive any statutory pension (such as CPP and OAS) which is payable to you under Government plans. You may also qualify for a supplement from the Labatt Retirement Plan under the minimum pension provision explained in Section 7.

## 7. Minimum Pension at Normal Retirement

A member retiring at age 65 with at least 25 years of credited service is entitled to a lifetime supplement being the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a minimum monthly pension as follows:

\$3,656 if you retire on or after April 1, 2012 but before March 1, 2014

\$3,675 if you retire on or after March 1, 2014

These amounts represent the minimum monthly pension payable from Company Plans and the Canada Pension Plan combined before allowing for the provision of a spousal survivor pension. The company pension will be adjusted to provide a survivor pension unless the spouse who will benefit from that survivor pension waives his/her right to receive it in writing.

You will receive a minimum lifetime pension supplement from the Labatt Retirement Plan equal to the amount, if any, required to be added to your accrued basic pension from all Company plans and the full unreduced CPP Pension Plan Retirement benefits determined at the date of your retirement to provide the above minimum monthly pension.

If you retire at age 65 with less than 25 years of credited service, the lifetime supplement shall be the amount by which the minimum pension at normal retirement exceeds the full unreduced Canada Pension Plan Retirement benefits, pro-rated by the ratio of the number of years of credited service to 25 years and reduced by your accrued pension.

To determine what, if any, amount of supplement is needed, your basic pension from Company plans is the basic amount payable before the amount of the survivorship pension is calculated, and your CPP pension is the amount you are entitled to receive when you first become eligible at Normal Retirement age, whether or not you actually



make application for such benefits, but disregarding any increase in your CPP pension after its date of commencement.

## **8. Special Early Retirement**

A member retiring after having attained age 60 with at least 25 years of credited service, is entitled to an immediate accrued pension equal to the amount of accrued pension to his credit for service to date of early retirement, without reduction for the earlier date of retirement.

This pension will be supplemented by an amount necessary to provide a monthly pension, as follows, from Company Plans, payable until the member would have first become eligible to receive unreduced Canada Pension Plan Retirement benefits:

\$3,304 if you retire on or after April 1, 2012, but before March 1, 2014

\$3,323 if you retire on or after March 1, 2014

Thereafter, the supplement shall be recalculated as the amount required to be added to the member's accrued pension and the full unreduced Canada Pension Plan Retirement benefits determined at the date of his retirement to produce a monthly pension (as follows) which supplement shall become his lifetime supplement:

\$3,656 if you retire on or after April 1, 2012, but before March 1, 2014

\$3,675 if you retire on or after March 1, 2014

In addition to the recalculated lifetime supplement, a member who retires under this provision (Special Early Retirement) will be paid a further supplement, if necessary, to produce a total pension from Company Plans equal to the pension that would be payable if the member were then retiring at normal retirement, based on the normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, his accrued pension including any escalation thereof and his related credited service.

This further supplement shall then be added to and form part of the member's lifetime supplement.

## **9. 85 Point Retirement**

If you retire on or after March 1, 2014 after having reached age 55 and your combined age and years of total credited service total 85 or more (but prior to having qualified for Special Early Retirement), you are entitled to an immediate pension equal to the amount of your vested accrued basic pension for service to the date of early retirement.

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

Once you become eligible to receive unreduced Canada Pension Plan Retirement benefits (on attaining age 65) and, in addition to the lifetime supplement, a member who retires under this provision (85 Point Retirement) will be paid a further supplement, if necessary, to produce a total pension from Company Plans equal to the pension that would be payable if the member would then retiring at normal retirement, based on the normal retirement minimum pension and full unreduced Canada Pension Plan retirement benefit both determined as of that date, his accrued pension, including any escalation thereof and his related credited service. This further supplement shall then be added to and form part of the member's lifetime supplement.

## **9. B) Special 85 Point Retirement**

For those employees who have 85 points but do not have the credited service please refer to the letter of understanding entitled "Special 85 point retirement".

### **Early Retirement Program Window**

Due to excess manpower above requirements, the company and the union have entered into an agreement to reduce the seniority list during the life of the collective agreement by introducing an Early Retirement Program. Under the Early Retirement Program, increased pension benefits will be payable to employees who retire from employment on or after February 10, 2014, but no later than March 31, 2025, and who meet all of the following criteria on the date of their retirement:

1. the employee has attained age 55;
2. the employee's credited service and age adds up to 85 or more years (i.e. they have at least 85 points); and
3. the employee has completed at least 25 years of credited service.

An employee who retires under this Early Retirement Program Window will have their benefits calculated in accordance with the terms of the Labatt Retirement Plan for Wage Employees, as described in Schedule E of the collective bargaining agreement, except that the employee will:

1. be eligible for Special Early Retirement (normally available only to employees retiring on or after age 60 with at least 25 years of credited service).
2. receive an additional temporary supplement of \$500/month payable to age 65.

## **11. Other Early Retirement**

At any time after you are age 55, you may request early retirement and elect to draw your pension. If you retire after having reached age 55 but prior to having qualified for Special Early Retirement or 85 Point Retirement, you are entitled to an immediate accrued pension equal to the amount of vested accrued basic pension to your credit for service to the date of your retirement, reduced by 1/3% for each month (i.e. 4% per year) you are under age 65 when your pension commences.

In addition, you will be entitled to receive a lifetime supplement calculated as if you had reached age 65 on the date of your retirement, but using your current unreduced vested accrued basic pension and your related credited service, the full unreduced Canada Pension Plan Retirement benefit and the normal retirement minimum pension determined as at your actual date of retirement. This lifetime supplement so calculated will also be reduced by 1/3% for each month (i.e. 4% per year) you are under age 65 when your pension commences.

## **12. Disability Retirement (before age 65)**

As long as you are eligible to receive disability benefits under the Group Insurance Plan, you will receive service and basic pension credits under the Labatt Retirement Plan and you will not be retired. However, if you become partially disabled and you do not qualify for insurance benefits, you may qualify for Disability Retirement. Retirement under this provision requires that:

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

On retirement under the disability provision, you are entitled to an immediate pension equal to the amount of basic pension to your credit for service to your date of disability retirement, without reduction for your earlier age of retirement. In addition, until you qualify for the earlier of receipt of CPP disability benefits or the attainment of age

65, you will receive a monthly disability supplement equal to \$14.00 multiplied by the number of years of credited service up to 30 years.

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

### **13. Death After Retirement: Joint and Survivor Pension**

Your vested accrued basic pension and minimum supplements are payable for as long as you live and cease as of the first day of the month in which your death occurs.

A plan member with an eligible spouse who takes Normal, Special Early, 85 Point, Disability or Other Early Retirement on or after April 1, 1999 shall receive a joint and survivor pension, unless the member delivers to the Plan Administrator (through your Human Resources office) a written waiver of such entitlement in the prescribed form within the 12 month period immediately preceding the commencement of the payment of the pension benefit.

Unless waived, your accrued basic pension and lifetime supplement, if any, shall be reduced by 10% during your lifetime. Upon your death, your eligible surviving spouse shall receive a pension of 60% of your reduced accrued basic pension and lifetime supplement, if any (subject to further actuarial reduction if your spouse is more than 10 years younger than yourself).

### **14. Death Before Retirement**

If you should die while in the service of the Company and after you have met the existing eligibility requirements for a pre-retirement spousal pension, your eligible surviving spouse will receive a pension for his/her remaining lifetime. His/her pension will be equal to the amount of pension he/she would have received from the Plan had you retired as of your date of death and elected a reduced joint survivorship pension based on your reduced basic accrued pension and lifetime supplement (without the actuarial reduction, if any) but his/her pension may be subject to a reduction if he/she is more than 10 years younger than you. Pension payments to your eligible surviving spouse are guaranteed to return any required contributions you have made to the Plan, with interest, to your date of death.

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

The death benefit paid above shall not be less than provided in existing pension legislation.

### **15. If you Leave the Company**

If your service is terminated (other than by retirement or death) and if you have completed at least 2 years of credited service with the Company, you will be entitled to a deferred monthly pension at age 65 equal to the accrued basic pension and lifetime supplement to your credit.

Instead of this deferred pension entitlement, you may elect to transfer the commuted value of your pension to your Registered Retirement Savings Plan. Any amount so transferred may be subject to Provincial locking in requirements.

If you were a member of the Plan before July 1, 1975, when your service is terminated, you may either:

leave all your contributions in the Plan and receive at age 65 a monthly pension equal to the basic pension to your credit to June 30, 1975 which is included in the pension referred to above, or

withdraw your contributions, plus interest, to your date of termination of service in which case you forfeit your credited service to June 30, 1975 and any pension in respect of such service which is included in the pension referred to above.

## **16. Escalation of Pension After Retirement**

If you retire prior to April 1, 1988 from the service of the Company pursuant to any of the types of retirement listed above, your pension will be reviewed from January 1st of each year which follows your retirement date. Your accrued basic pension shall be increased on each January 1st following your retirement by the lesser of the percentage increase in the Consumer Price Index for the preceding year and 2%.

If you retire on or after April 1, 1988 from the service of the Company pursuant to any of the types of retirement listed above, your pension and lifetime supplement will be reviewed from January 1st of each year which follows your retirement date. Your accrued basic pension and lifetime supplement, if any, shall be increased on each January 1st following your retirement by the lesser of the percentage increase in the Consumer Price Index for the preceding year and 2%.

Any spousal pension will also be escalated applying the same formula, with the first increase occurring on the January 1st following your death.

Escalation of Pension benefit after Retirement should be only for service accrued before January 1, 2018 to a maximum of 25 years of credited service.

## **17. Other Information**

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

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

C) *Eligible Surviving Spouse* -- Your spouse is eligible for a surviving spouse's pension under Section 12 or 13 provided you have been married for at least one year before your retirement or death, whichever is earlier. Under certain circumstances, a common-law spouse may qualify and the Human Resources Department will answer your questions in this respect.

D) *Income Tax* -- All pension payments received from Company pension plans are considered as income for tax purposes in the year in which received. Your CPP and OAS pensions must also be reported as taxable income when you file your annual tax return. Similarly, all monies received in lump sum withdrawals or death benefits must be declared as income for tax purposes in the year in which received and are taxable unless such monies are transferred to a registered retirement savings plan.

## **18. Government Pension Plans**

Statutory benefits from Government plans such as the Canada Pension Plan (CPP) and the pension under the Old Age Security Act (OAS) are in addition to the benefits payable under the Labatt Retirement Plan (LRP).

Under current legislation, your CPP pension is payable when you reach age 65, or as early as age 60 on a reduced basis. The amount of your CPP pension is dependent upon the amount of your earnings on which you have made CPP contributions and the period during which you contributed. To illustrate, an employee who retires at age 65 in 1999 and who is entitled to maximum benefits under the Canada Pension Plan, receives a pension of \$751.67 per

month when he retires. After CPP pension commences, it is subject to adjustment each following January 1st depending upon increases in the Consumer Price Index.

Your OAS pension is also payable from age 65 but if you take up residence outside Canada, your OAS pension may be discontinued unless you have been a Canadian resident for a prescribed number of years. If you plan to move out of Canada, you should check into these requirements. The amount of OAS pension is subject to quarterly adjustment upward if the Consumer Price Index increases. In January 1999 the OAS pension was \$417.42 per month.

Your spouse will also receive OAS pension benefits payable from age 65 subject to the same residency requirements specified above.

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

**SCHEDULE 'F': LABATT DEFINED CONTRIBUTION PENSION PLAN  
FOR NEW HIRES EFFECTIVE JANUARY 1, 2006**

The company will introduce a non-contributory Defined Contribution (DC) pension plan for, new, full-time employees hired on, or after January 1, 2006.

Contributions  
Effective January 1, 2014

	2014	2015	2016	2017	2018	2019
Company contribution	5%	5%	5%	5%	6%	6%
Employee contribution	0%	3%	4%	5%	5%	6%

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

**SCHEDULE 'G': TWELVE HOUR SHIFTS – FOR FULL TIME EMPLOYEES ACHIEVING SENIORITY PRIOR TO MARCH 31, 2020**

1. Where the contents of this schedule conflict with other provisions in this collective agreement, the language in Schedule G shall prevail.

2. The twelve (12) hour shift configuration will be as follows:

The twelve (12) hour shift configuration will contain a staggered start time between 6:30 and 8:30 a.m. Monday Morning. The schedule shall be posted in two (2) week blocks.

Packaging:

Week One: Three (3) consecutive days of twelve (12) hour day shifts

Week Two: Three (3) consecutive days of twelve (12) hour day shifts, and a fourth consecutive eight (8) hour day shift.

The Company will add a second twelve (12) hour shift as production needs warrant. This will be a load and dump production only until all existing employees have moved to the single shift or there are significant volume requirements that require additional production.

Brewing

Brewhouse Operations:

Week One: Three (3) consecutive days of twelve (12) hour day shifts, and a fourth consecutive eight (8) hour day shift

Week Two: Three (3) consecutive days of twelve (12) hour night shifts

Fermenting and Filtration operators will work the same twelve (12) hour shift configuration, however, their start-up time for the week can be any time on Monday. If the schedule does not meet production requirements the parties agree that they will develop a shift schedule that is mutually agreed and that such shift schedule will not increase operating cost or reduce efficiencies.

Maintenance

Mechanics will rotate through the following positions with the exception of Brewing:

Mechanic #1: As per packaging production schedule on day shift

Mechanic #2: As per packaging production schedule on second shift regardless of whether or not packaging is actually working a second shift.

Mechanics #3: As per the brewhouse schedule on day shift. The dedicated Brewing Mechanic will be eliminated and the position will be reassigned to the Brewery's Mechanics' rotation when the incumbent as of April 1, 2020 retires, resigns or loses seniority according to 5.03.

Additional Mechanics: Will be scheduled on twelve (12) hour shifts to cover the non-packaging week days with an eight (8) hour shift every other week. This shift configuration has to be in consecutive shifts. This eight (8) hour shift could be on the first day of their work week. These mechanics will perform preventative maintenance, project work and vacation coverage and relief. However, these mechanics will not perform vacation coverage and relief while a qualified mechanic is displaced. Mechanics will rotate through these shifts. Eight (8) hour shifts should be scheduled on the day shift.

## Electricians

All Electricians may rotate through the three (3) positions:

Electrician #1: Monday to Friday, eight (8) hour day shift.

Electrician #2: As per the packaging production schedule.

Electrician #3: As per the packaging production schedule, second shift

## Warehouse

Forklift Operators will work through a shift rotation. One (1) Operator will work Monday to Friday, eight (8) hours per day to cover shipping and receiving. All other Operators shall follow the shift configuration of packaging, two (2) Operators per shift.

3. Once the twelve (12) hour shift configuration has been implemented, it shall remain in place unless there is mutual agreement between the parties to change it. The company's right to revert to eight (8) hour shifts or alternative twelve (12) hour shift arrangements will not be unreasonably denied. Alternate scheduling or notice may be required for maintenance personal to address production or service requirements as per existing practices.

4. Employees will be paid on a weekly basis; full time employees actively at work will be paid forty (40) hours per week and temporary employees will be paid for the hours they work. Effective January 1, 2021, employees will be paid on a by-weekly basis.

5. Employees working the twelve (12) hour shift configuration will be entitled to three (3) paid breaks per shift; fifteen (15) minutes in the first and second half of the shift and a half hour paid meal break. The lunch and supper break will start not later than 7 hours after the start of the shift.

Breaks on the eight (8) hour day are as per Article 8.

6. Employees will be paid overtime for all hours worked in excess of their normally scheduled hours. The first 3 (three) hours contiguous to the shift will be paid at time and one-half (1 ½) and double (2) time thereafter. Overtime for time worked on an employee's regular days off will be in accordance with 7.03.

7. Employees will be paid eight (8) hours straight pay for a statutory holiday if the holiday is not worked and the employee meets the requirements under Clause 13.02. Wherever possible the Employer will schedule an eight hour shift to coincide with the observance of the statutory holiday.

8. Vacation will be on an hour for hour basis. Each twelve (12) hour shift taken as a vacation day will require one point five (1.5) vacation days to be taken.

9. Sick days will be on an hour for hour basis. Each twelve (12) hour shift taken as a sick day will require twelve (12) hours of sick time to be taken from the employee's annual entitlement.

10. An employee on bereavement leave under Clause 15.03 will be given up to three (3) consecutive days with pay to look after funeral arrangements and attend the funeral. Pay for these days will be maintained at twelve (12) hours or at eight (8) hours depending on the employee's schedule for the day(s) missed.

11. An employee on jury duty under Clause 15.04 will have their pay for scheduled days missed maintained at twelve (12) hours or at eight (8) hours depending on the schedule for the day(s) missed.

12. The probationary period for probationary employees working twelve (12) hour shifts will be of four (4) calendar months, according to 5.02.



13. Schedule G in no way limits the company's ability to produce. In the event that additional hours of work arise outside of the normal schedule on Thursday and/or Friday, the employer may elect to offer overtime or to recall regular employees on layoff. Provided there are no regular employees scheduled to work less than full time hours or remaining on layoff, the employer may recall a temporary employee to work such additional hours. Temporary employees shall not work on Saturday or Sunday unless all regular employees have been offered and declined overtime. Temporary employees shall not be used to reduce the number of positions normally filled by regular employees.

**SCHEDULE 'G-1': TWELVE HOUR SHIFTS – FOR FULL TIME EMPLOYEES ACHIEVING SENIORITY AFTER MARCH 31, 2020 AND TEMPORARY EMPLOYEES**

1. Where the contents of this schedule conflict with other provisions in this collective agreement, the language in Schedule G shall prevail.

2. The twelve (12) hour shift configuration will be as follows:

The twelve (12) hour shift configuration will contain a staggered start time between 6:30 and 8:30 a.m. from Monday, Tuesday or Wednesday morning. The schedule shall be posted in two (2) week blocks. Shift configuration for Temporary employees will contain a start time anytime from Monday, Tuesday or Wednesday.

**Packaging:**

Week One: Three (3) consecutive days of twelve (12) hour day or night shifts. Temporary employees can be scheduled for non-consecutive shifts.

Week Two: Three (3) consecutive days of twelve (12) hour day shifts, and a fourth consecutive eight (8) hour day shift. Temporary employees can be scheduled for non-consecutive shifts.

The Company will add a second twelve (12) hour shift as production needs warrant. This will be a load and dump production only until all existing employees have moved to the single shift or there are significant volume requirements that require additional production.

**Brewing**

**Brewhouse Operations:**

Week One: Three (3) consecutive days of twelve (12) hour day shifts, and a fourth consecutive eight (8) hour day shift

Week Two: Three (3) consecutive days of twelve (12) hour night shifts

Fermenting and Filtration operators will work the same twelve (12) hour shift configuration, however, their start-up time for the week can be any time on Monday, Tuesday or Wednesday. If the schedule does not meet production requirements the parties agree that they will develop a shift schedule that is mutually agreed and that such shift schedule will not increase operating cost or reduce efficiencies.

Temporary employees can be trained in Brewing to complete tasks (CIP, Vessel cleaning and cleaning) towards the end of the week.

**Maintenance**

Mechanics will rotate through the following positions with the exception of Brewing:

Mechanic #1: As per packaging production schedule on day shift

Mechanic #2: As per packaging production schedule on second shift regardless of whether or not packaging is actually working a second shift.

Mechanics #3: As per the brewhouse schedule on day shift. The dedicated Brewing Mechanic will be eliminated and the position will be reassigned to the Brewery's Mechanics' rotation when the incumbent as of April 1, 2020 retires, resigns or loses seniority according to 5.03.

Additional Mechanics: Will be scheduled on twelve (12) hour shifts to cover the non-packaging week days with an eight (8) hour shift every other week. This shift configuration has to be in consecutive shifts. This eight (8) hour shift could be on the first day of their work week. These mechanics will perform preventative maintenance, project work and vacation coverage and relief. However, these mechanics will not perform vacation coverage and relief

while a qualified mechanic is displaced. Mechanics will rotate through these shifts. Eight (8) hour shifts should be scheduled on the day shift.

#### Electricians

All Electricians may rotate through the three (3) positions:

Electrician #1: Monday to Friday, eight (8) hour day shift.

Electrician #2: As per the packaging production schedule.

Electrician #3: As per the packaging production schedule, second shift

#### Warehouse

Forklift Operators will work through a shift rotation. One (1) Operator will work Monday to Friday, eight (8) hours per day to cover shipping and receiving. All other Operators shall follow the shift configuration of packaging, two (2) Operators per shift.

3. Once the twelve (12) hour shift configuration has been implemented, it shall remain in place unless there is mutual agreement between the parties to change it. The company's right to revert to eight (8) hour shifts or alternative twelve (12) hour shift arrangements will not be unreasonably denied. Alternate scheduling or notice may be required for maintenance personal to address production or service requirements as per existing practices.

4. Employees will be paid on a weekly basis; full time employees actively at work will be paid forty (40) hours per week and temporary employees will be paid for the hours they work. Effective January 1, 2021, employees will be paid on a by-weekly basis.

5. Employees working the twelve (12) hour shift configuration will be entitled to three (3) paid breaks per shift; fifteen (15) minutes in the first and second half of the shift and a half hour paid meal break. The lunch and supper break will start not later than 7 hours after the start of the shift.

Breaks on the eight (8) hour day are as per Article 8.

6. Employees will be paid overtime for all hours worked in excess of their normally scheduled hours. The first 3 (three) hours contiguous to the shift will be paid at time and one-half (1 ½) and double (2) time thereafter. Overtime for time worked on an employee's regular days off will be in accordance with 7.03.

7. Employees will be paid eight (8) hours straight pay for a statutory holiday if the holiday is not worked and the employee meets the requirements under Clause 13.02. Wherever possible the Employer will schedule an eight hour shift to coincide with the observance of the statutory holiday.

8. Vacation will be on an hour for hour basis. Each twelve (12) hour shift taken as a vacation day will require one point five (1.5) vacation days to be taken.

9. Sick days will be on an hour for hour basis. Each twelve (12) hour shift taken as a sick day will require twelve (12) hours of sick time to be taken from the employee's annual entitlement.

10. An employee on bereavement leave under Clause 15.03 will be given up to three (3) consecutive days with pay to look after funeral arrangements and attend the funeral. Pay for these days will be maintained at twelve (12) hours or at eight (8) hours depending on the employee's schedule for the day(s) missed.

11. An employee on jury duty under Clause 15.04 will have their pay for scheduled days missed maintained at twelve (12) hours or at eight (8) hours depending on the schedule for the day(s) missed.

12. The probationary period for probationary employees working twelve (12) hour shifts will be of four (4) calendar months, according to 5.02.

13. Schedule G-1 in no way limits the company's ability to produce. In the event that additional hours of work arise outside of the normal schedule on Thursday and/or Friday, the employer may elect to offer overtime or to recall regular employees on layoff. Provided there are no regular employees scheduled to work less than full time hours or remaining on layoff, the employer may recall a temporary employee to work such additional hours. Temporary employees shall not work on Saturday or Sunday unless all regular employees have been offered and declined overtime. Temporary employees shall not be used to reduce the number of positions normally filled by regular employees.

**MEMORANDUM OF AGREEMENT BETWEEN  
LABATT BREWERIES NEWFOUNDLAND &  
NEWFOUNDLAND ASSOCIATION OF PUBLIC EMPLOYEES  
LOCAL 7004**

**APRIL 1, 2020 TO MARCH 31, 2027**

**LETTERS OF UNDERSTANDING**


**LETTER OF UNDERSTANDING NO.1: GOVERNING SALARIED STAFF AND OUTSIDE DISTRIBUTORS  
PERFORMING WORK NORMALLY UNDERTAKEN BY THE BARGAINING UNIT  
LABATT BREWERIES NEWFOUNDLAND**

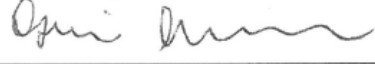
During the 2013 negotiations the Union expressed concerns of potential situations whereby outside distributors and salaried staff performed work normally undertaken by members of the Bargaining Unit.

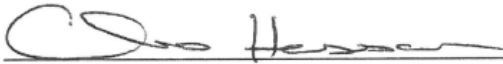
It is the Company's position that these infrequent practices will cease immediately. Written notices to this effect will be issued forthwith.

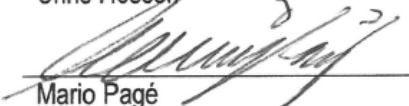
Date: April 1, 2020

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques

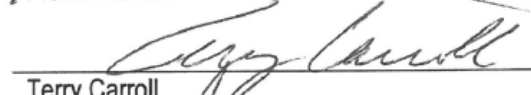
  
\_\_\_\_\_  
Gerri Noonan


  
\_\_\_\_\_  
Chris Hesson

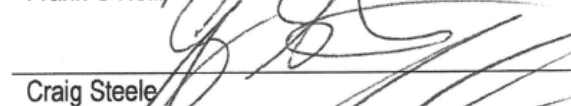
  
\_\_\_\_\_  
Mario Pagé

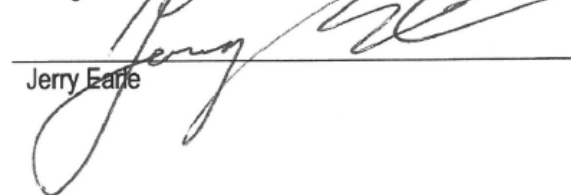
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

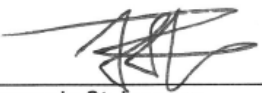
**LETTER OF UNDERSTANDING NO.2: GOVERNING BOTTLE SORTING OPERATIONS  
LABATT BREWERIES NEWFOUNDLAND**

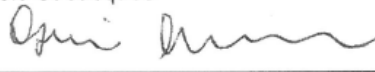
This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the Company concerning Bottle Sorting.

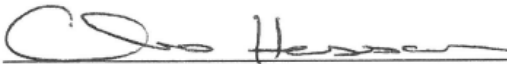
In the event that it becomes necessary for the Company to institute a manual bottle sorting operation, it is hereby agreed that such work will be classified as bargaining unit work.

Date: April 1, 2020

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques


  
\_\_\_\_\_  
Gerri Noonan

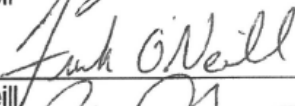
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

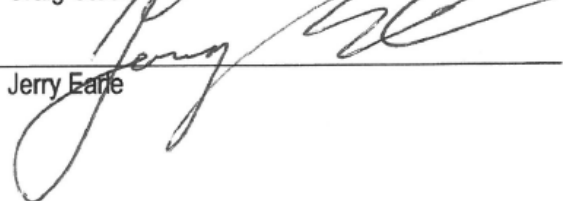
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.3: GOVERNING BREWERY CLOSURE  
LABATT BREWERIES NEWFOUNDLAND**

This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the company concerning on-going operations at the company's Leslie Street Brewery in St. John's, Newfoundland.

Nothing in this LOU restricts the company's right to adjust manpower levels (i.e. layoff employees) due to seasonal market adjustments or technological change.


The company agrees that, for the duration of this Collective Agreement, it will not affect the closure of the Newfoundland brewery, subject to any of the following conditions:

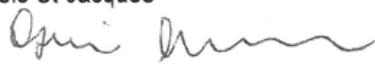
1. Changes to the current trade protocol that require a brewery to be operated within the province in order to gain access to the beer retail trade.
2. Agreements to consolidate the Newfoundland industry brewing capacity.

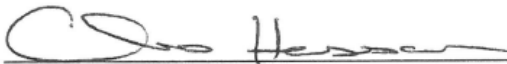
This letter confirms the company's support for the internal trade protocol (i.e. 1010.1). Should the trade protocols be challenged by another province the company and the union will make their best efforts to secure the trade protocols. However, initiatives that will improve the volume position of the brewery will not be considered to be a challenge to the protocols for the purpose of this agreement.

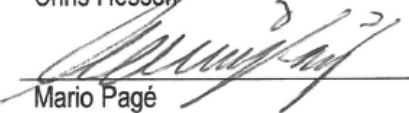
Date: April 1, 2020

**For the Company:**

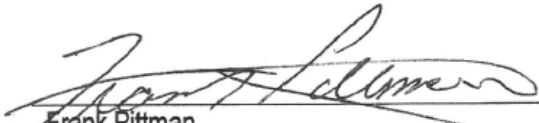
  
\_\_\_\_\_  
François St-Jacques

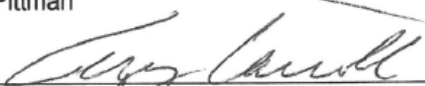
  
\_\_\_\_\_  
Gerri Noonan

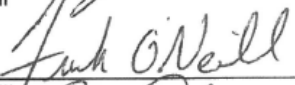
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

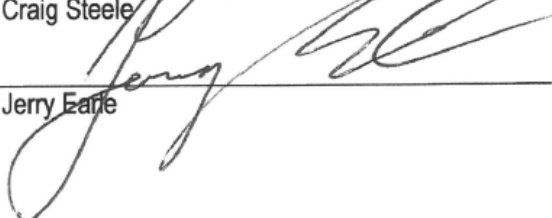
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle




**LETTER OF UNDERSTANDING NO.4: GOVERNING EMPLOYEE CALL-IN PROCEDURES  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the understanding of the parties reached during 2013 negotiations concerning employee call-in procedures.

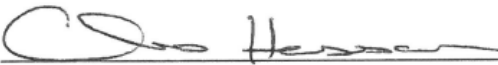
When a supervisor or foreman telephones an employee to recall him from layoff, he shall have a Union Executive member or Steward present to witness such a call. If no representative is available, a member of the Bargaining Unit may be a witness.

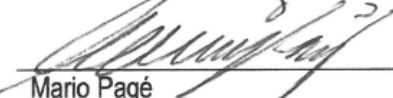
Date: April 1, 2020

**For the Company:**

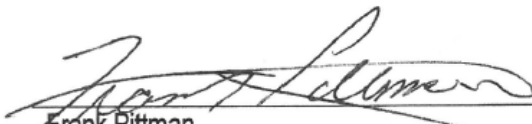
  
\_\_\_\_\_  
François St-Jacques

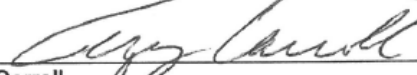
  
\_\_\_\_\_  
Gerri Noonan

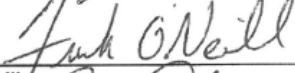
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

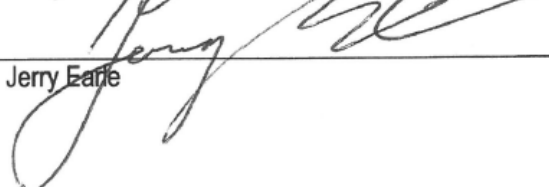
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle


**LETTER OF UNDERSTANDING NO.5: GOVERNING CONTRACTING OUT  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the understanding of the parties reached during 2013 negotiations concerning Company contracting out policies.

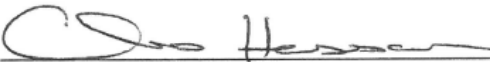
It is the Company's intention to continue the practice during the life of the current Collective Agreement to give priority to its own regular employees in performing maintenance, production and janitorial work provided it has the manpower, skills, equipment and facilities to do so, within the projected time limits.

Date: April 1, 2020

**For the Company:**

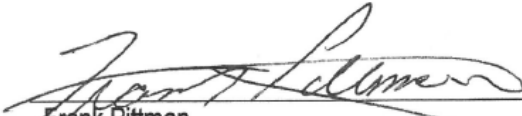
  
\_\_\_\_\_  
François St-Jacques

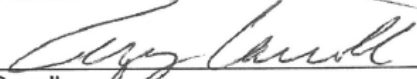
  
\_\_\_\_\_  
Gerri Noonan

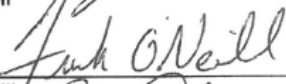
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

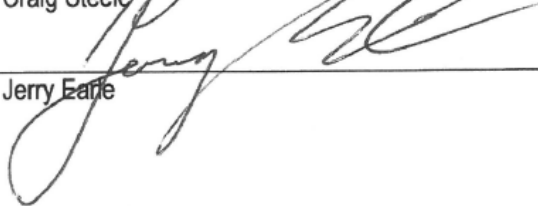
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle


**LETTER OF UNDERSTANDING NO.6: GOVERNING DEPARTMENTAL RELIEF DUTIES  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the Understanding of the parties reached during 2013 negotiations concerning relief duties between departments.

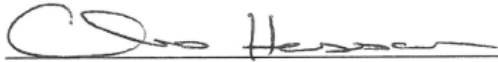
The Company acknowledges and agrees to maintain, during the currency of the Collective Agreement, the existing practice with respect to relief duties between and within departments.

Date: April 1, 2020

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques

  
\_\_\_\_\_  
Gerri Noonan

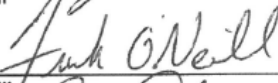
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

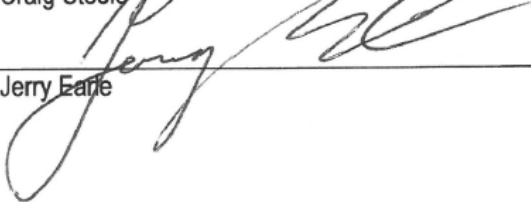
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.7: GOVERNING EASEBACK  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the understanding of the parties reached during the 2013 negotiations governing ease back.


An employee on an ease back program may be scheduled as part of the regular complement. If additional operators are required to support the employee on ease back they may be assigned other duties as appropriate.

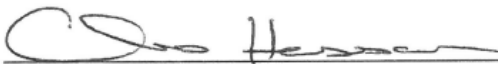
The ability of an individual on ease back to step back for reasons related to their ease back conditions will not be impeded or lead to discipline if the production is affected.

Date: April 1, 2020

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques

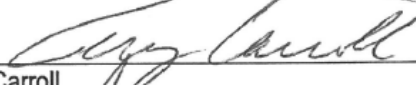
  
\_\_\_\_\_  
Gerri Noonan

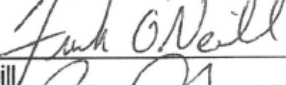
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

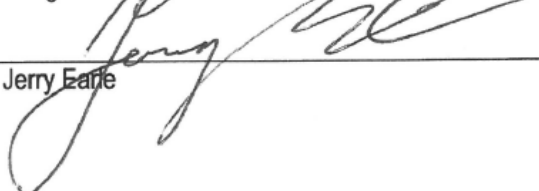
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.8: GOVERNING GUARANTEED WAGE PLAN  
LABATT BREWERIES NEWFOUNDLAND**


During 2013 negotiations the parties discussed certain arbitration awards concerning the application of the Guaranteed Wage Plan.


It was agreed that the decision rendered pertaining to the Alberta ("use it or lose it") GWP award would not be applied in Newfoundland.

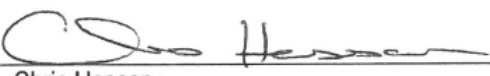
It was further agreed that the Saskatchewan ("less than one week layoff") GWP award would not be applied to Newfoundland.

Date: April 1, 2020

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques

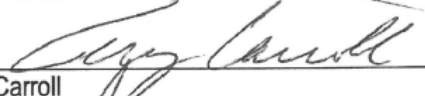
  
\_\_\_\_\_  
Gerri Noonan

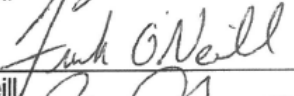
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

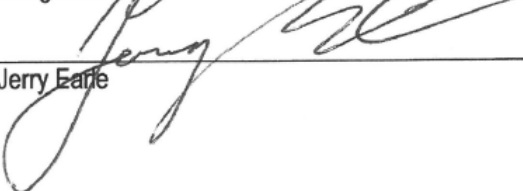
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle


**LETTER OF UNDERSTANDING NO.9: GOVERNING COMPANY PRACTICE WITH REGARD TO  
RECOGNIZED HOLIDAYS  
LABATT BREWERIES NEWFOUNDLAND**

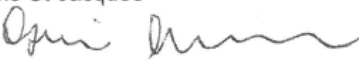
This will confirm the understanding of the parties reached during 2013 negotiations concerning the Company practice with regard to recognized holidays occurring during employee vacations.

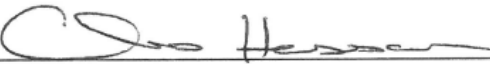
The Company undertakes that, when any of the listed plant holidays are observed during an employee's vacation, he shall receive one day's pay for each of the holidays in addition to his regular vacation payment, unless by mutual agreement between the employee and the Company, the employee is given another day with pay in lieu of such holiday. Such lieu day shall be scheduled by mutual agreement between the employee and the Company.

Date: April 1, 2020

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques

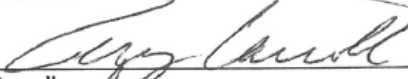
  
\_\_\_\_\_  
Gerri Noonan

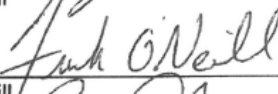
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

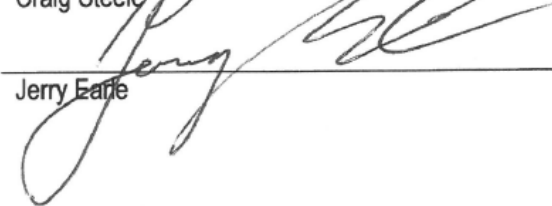
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle


**LETTER OF UNDERSTANDING NO.10: GOVERNING JANITORIAL SERVICES  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the understanding reached between the Executive of NAPE Local 7004 and the Company concerning janitorial duties.


Janitorial duties will remain as bargaining unit work

Date: April 1, 2020

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques

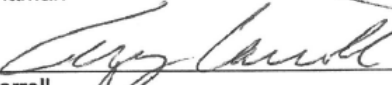
  
\_\_\_\_\_  
Gerri Noonan

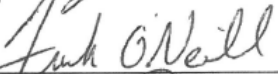
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

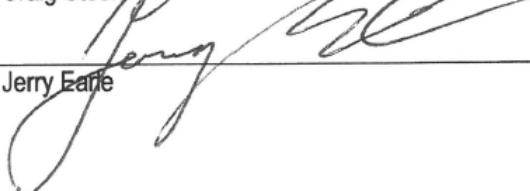
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Eadie

**LETTER OF UNDERSTANDING NO.11: GOVERNING K & P WAREHOUSE  
LABATT BREWERIES NEWFOUNDLAND**

This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the Company concerning the K&P warehouse located in the district of the City of Mount Pearl, Newfoundland.

All current practices in place prior to the signing of this Collective Agreement associated with the utilization of the K & P warehouse will remain in effect with no compensation to the bargaining unit employees.

Any future requirements will be subject to mutual resolution in which members of the bargaining unit N.A.P.E. Local 7004 and the Company will determine the proper means of dealing with the situation identified.

The current practices referred to above include:

Working inventory: May to September and December	100,000 dozen
Balance of the year	80,000 dozen
Shutdown build-up (3 weeks shutdown)	140,000 dozen
New glass storage	30 loads per year

Hours of work associated with these practices include:


Shutdown build-up: 240 hours

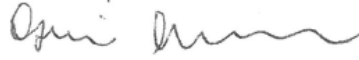
New glass: 160 hours

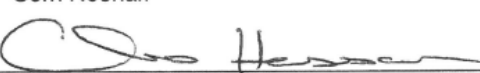
The above numbers are not intended to be precise. Past practice up to and including 2013, should provide the relevant point of reference. The number of bargaining unit positions and hours currently associated with warehousing, whether inside the plant or outside the plant at K&P or an equivalent warehouse shall be maintained.

Date: April 1, 2020

**For the Company:**

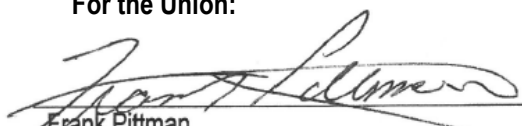
  
\_\_\_\_\_  
François St-Jacques

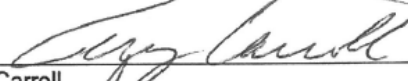
  
\_\_\_\_\_  
Gerri Noonan

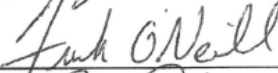
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

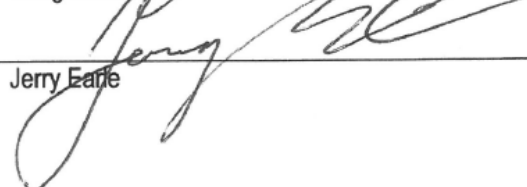
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle



**LETTER OF UNDERSTANDING NO.12: MEDICAL DOCUMENTATION  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the Understanding of the parties reached during the 2013 negotiations governing medical documentation.

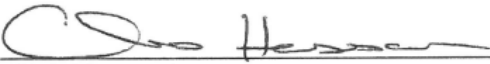
Any fees charged for the completion of the initial Weekly Indemnity claim form are the responsibility of the employee. The employee will be reimbursed for any fees associated with the completion of Attending Physician's Update form(s) as requested by Manulife by the company or the insurance company to a maximum of \$40 per form. The company will pay the fees associated with the completion of any return to work forms requested by the company to a maximum of \$40 per form.

Date: April 1, 2020

**For the Company:**

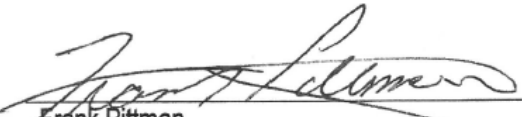
  
\_\_\_\_\_  
François St-Jacques

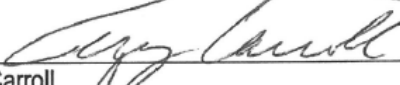
  
\_\_\_\_\_  
Gerri Noonan


  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

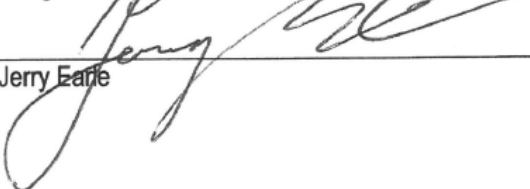
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.13: GOVERNING PAINTING IN THE PRODUCTION AREA OF THE  
BREWERY  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the Company concerning painting in the production area of the brewery.


The Company agrees that in the event routine painting is required for plant fabric purposes in the production area of the brewery, the work shall first be offered to its employees, in order of their seniority, subject to the availability of manpower.

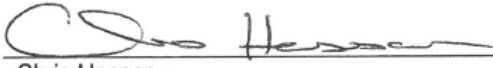
Notwithstanding the above, the Company maintains the right to contract out specialized painting.

Date: April 1, 2020

**For the Company:**


  
\_\_\_\_\_  
François St-Jacques

  
\_\_\_\_\_  
Gerri Noonan

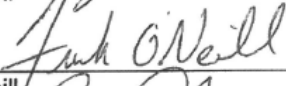
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

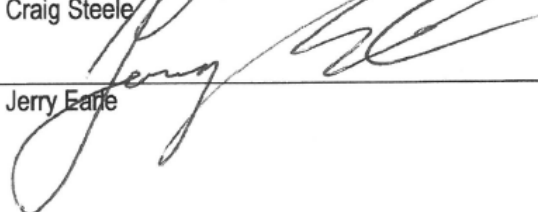
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.14: GOVERNING PAYROLL ADVANCES  
LABATT BREWERIES NEWFOUNDLAND**

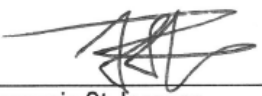
This will confirm the understanding of the parties reached during 2013 negotiations concerning payroll advances.

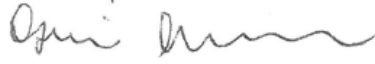
In certain cases where it is beyond the control of the employee, a Weekly Indemnity or Workers' Compensation claim which has been properly submitted by the employee with no undue delay and has been approved and the payment of such is delayed, the Company will, upon request of the affected employee, give due consideration to the advancement of monies pending the commencement of Weekly Indemnity or Workers' Compensation payments. Repayment of such advance will be effected immediately upon commencement of Weekly Indemnity or Workers' Compensation payments.

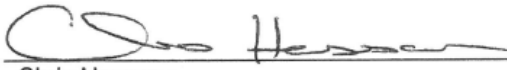
Payroll advances will automatically increase to keep pace with the WI payout.

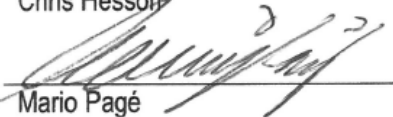
Date: April 1, 2020

**For the Company:**


  
\_\_\_\_\_  
François St-Jacques

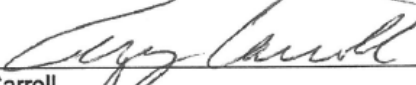
  
\_\_\_\_\_  
Gerri Noonan

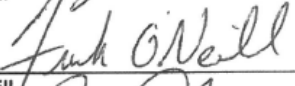
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

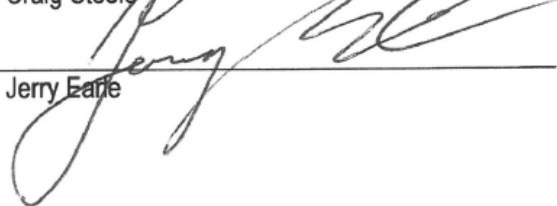
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele


  
\_\_\_\_\_  
Jerry Earle


**LETTER OF UNDERSTANDING NO.15: GOVERNING RECALL PRACTICES  
LABATT BREWERIES NEWFOUNDLAND**

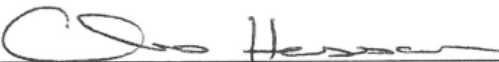
During the 2013 negotiations, the parties discussed the Company's procedure regarding layoff and recall.  
In this regard, the Company commits to maintain its current practice in the recall of employees from layoff.

Date: April 1, 2020

**For the Company:**

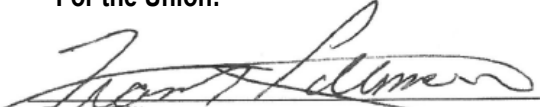
  
\_\_\_\_\_  
François St-Jacques

  
\_\_\_\_\_  
Gerri Noonan

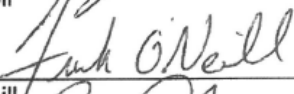
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

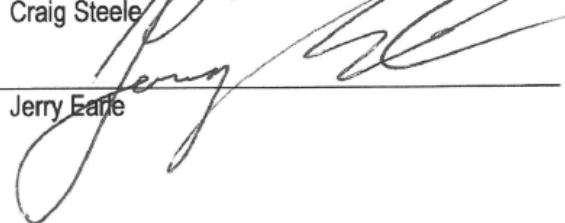
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.16: GOVERNING PAST PRACTICE  
LABATT BREWERIES NEWFOUNDLAND**

This will confirm the understanding of the parties reached during the 2013 negotiations governing past practice.

The attached list of past practices has been agreed to and is subject to the grievance and arbitration process.

The Company reserves the right to alter or discontinue all past practices not listed.

In order for a new past practice to be considered to be part of the collective agreement, it must be in writing and signed by the brewery manager and the union president.

**Past Practices That Continue In Effect**

**Number**

**Description**

1. Employees may work in more than one department or sub department during a shift. Whenever possible, movement between departments will be made by seniority provided the junior employee has the skills and/or training required. Movement between departments that is one (1) shift or more in duration will be governed by seniority.
2. Annual beer entitlement per employee is 70 dozen. 34 dozen to be issued Dec. 1 and June 1 and an additional 2 dozen at Christmas. PH employees are entitled to an additional 24 dozen beer annually. Employees hired after April 1, 2013 will be entitled to 48 dozen beer annually.
3. Call ins are a management function. Hourly employees do these from time to time. If a mistake is made the mistake will be treated as a management mistake and the appropriate penalties will apply.
4. Withdrawn during 2020 negotiations.
5. Reconfirm Brewhouse OT guidelines of May 27, 1988 and amended.
6. Current practice with regard to warehouse overtime to be documented and included in this list.
7. Current practice with regard to packaging department overtime to be documented and included in this list.
8. Reconfirm maintenance department OT guidelines.
9. Relief operators and regular operators are eligible for weekend overtime in the department in which they have worked the majority of the week, or would have worked the majority of the week except for vacation less than 1 week, union, business, committee work, SSOP SOP work, sickness less than a week and that does not extend into the next week.
10. Company will not use relief man to avoid OT in his relief department and create overtime in the department he left.
11. Employees on layoff if recalled to work after the start of the shift will not bump to their preferred job.
12. 3 beer shall be provided for each incidence of OT.
13. Reconfirm relief engineer vacation letter. Dec. 11, 2001
14. Coffee, tea, coffee whitener, sweeteners, milk and cream are to be provided.

15. A locker, room, lunchroom and washrooms with showers are to be provided to a mutually agreed standard.
16. Employees are entitled to an advance of their vacation pay.
17. Inadequate manpower and bargaining unit work agreement. E-mail of June 3, 2004.
18. K. Rose's eligibility for warehouse OT and warehouse relief list. E-mail of April 4, 2004. Add Errol and Don to the list.
19. Reconfirm letter of 06/04/02 regarding confidentiality of medical files.
20. Reconfirm letter on employees returning to work 05/16/02.
21. Agreement that with respect to shutdown and overhaul. The employer can pick the operator to assist maintenance personnel provided that all senior employees are not on layoff status.
22. Reconfirm E-mail of July 25, 2003 re: vacation pay and retirees.
23. Reconfirm E-mail of August 27, 2003 on OT call-ins.
24. Reconfirm letter of April 7, 2003 on surveillance cameras.
25. 2019 Hazardous Weather Policy
26. Renew letter of understanding on standby procedures March 2, 1998.
27. Work Related Travel Policy:

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

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

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

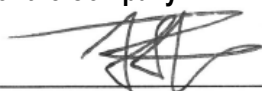
All reasonable expenditures for which an employee will expect reimbursement must be accompanied by receipts. Please see your manager for information and assistance in completing expense forms.


Employees may receive cash advances to cover anticipated expenses. Any travel advances will be paid prior to your trip, and you will be responsible for all monies advanced. In these cases, an expense report must still be filed including receipts. The travel advance will first be deducted, and money left over will be returned to the Company, or a negative balance paid to the employee.
28. Reconfirm that the union shall be provided with an office in the plant.
29. Reconfirm the practice on confined space attendants. The Employer shall have the right to pick confined space attendant provided that the employee picked is properly trained and is a member of the bargaining unit.

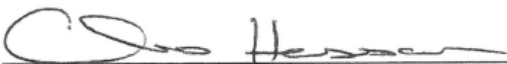
30. Reconfirm that there will be a contracting out committee that will meet at least once a year. Feb. 11, 2000.
31. Reconfirm that OT on Saturday will be double time after 11 hours. December 20, 1999.
32. Specific call-in times are agreed for those on layoff. 7 AM to 9 AM when on 1 shift and 11 AM to 1 PM in addition when on 1 ½ shifts. This past practice must be adjusted for 12 hour shifts.
33. A meeting will occur prior to a shutdown.
34. Reconfirm letter of March 12, 1993 on EFAP guidelines.
35. Full Time Employees who are needed for the week must be scheduled for a particular shift.
36. Employees must be given 8 hours between shifts. Otherwise employees must be compensated at the appropriate overtime rate. January 26, 1993.
37. Maintenance employees have their coveralls cleaned. September 10, 1993.
38. Seniority for new hires. E-mail of February 2, 2004.
39. Reconfirm support for the RA. The RA dues are matched by the Company. Prizes are provided for the RA dinner dance and the RA is entitled to a maximum of 100 dozen beer annually.
40. Local 7004 is entitled to 250 dozen beer annually.
41. Employees on ease back will be covered by insurance instead of sick leave if the illness is related to the original illness.
42. Employees are entitled to start their annual vacation on January 1 each year.
43. OT work on stat holidays and callback from vacation will be paid at the rate of 2 times.
44. The minimum amount of OT work to be scheduled is 5 hours.
45. Reconfirm letter of December 14, 2005 on janitor duties for taste panel.
46. Reconfirm letter of July 4, 2005 concerning malt unloading.
47. Reconfirm letter of July 17, 2007 regarding powerhouse stat holidays on Sunday.
48. Reconfirm letter of November 13, 2008 concerning safety day shift arrangement.
49. Temps will be provided one (1) dozen beer for each week in which work is performed. Settled grievance October 11, 2005.

Date: April 1, 2020

**For the Company:**

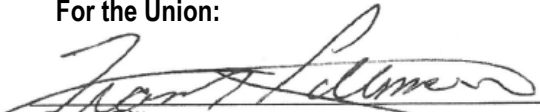
  
\_\_\_\_\_  
François St-Jacques

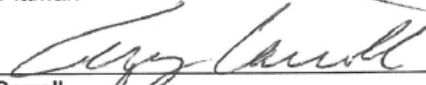
  
\_\_\_\_\_  
Gerri Noonan

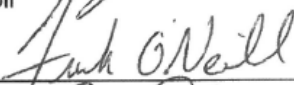
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

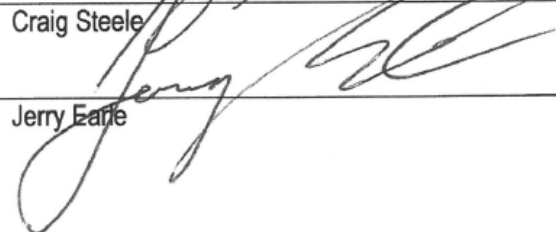
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle




**LETTER OF UNDERSTANDING NO.17: GOVERNING POSSIBLE PLANT RELOCATION  
LABATT BREWERIES NEWFOUNDLAND**

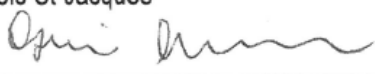
This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the Company during 2013 negotiations concerning possible future plant relocation.

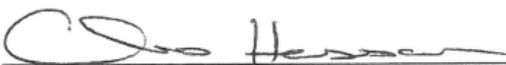
In the event that the present brewery operation, or any part thereof, located on Leslie Street in St. John's is relocated within the Province of Newfoundland, the Company agrees that those bargaining rights currently vested in Newfoundland Association of Public Employees, Local 7004, at the said operation, shall remain in effect at the relocated operation.

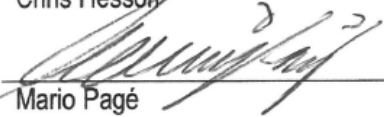
Date: April 1, 2020

**For the company:**

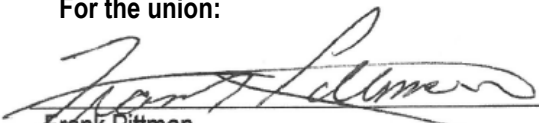
  
\_\_\_\_\_  
François St-Jacques

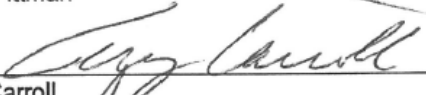
  
\_\_\_\_\_  
Gerri Noonan

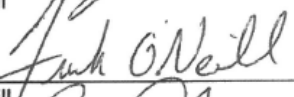
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

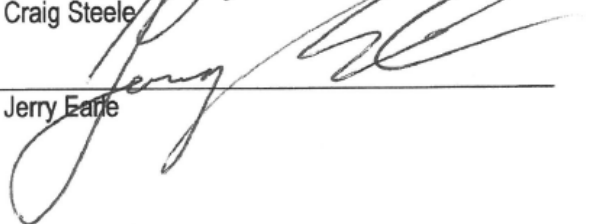
**For the union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.18: GOVERNING DEFERRED RETIREMENT  
LABATT BREWERIES NEWFOUNDLAND**

This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the Company during 2013 negotiations concerning deferred retirement.

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

The Pension to which the employee has become entitled at his normal retirement date (the "Pension") shall be frozen as of the employee's normal retirement date as defined in the Pension Plan.

The employee's Pension shall become payable as of the first day of the month immediately following the month the employee ceased to be employed with the Company or as of the first day of the month immediately preceding the employee's seventy-first (71) birthday, whichever shall first occur (the "Pension Date").

The employee's Pension will include any escalation benefits which occur from his normal retirement date to his Pension Date.

No contribution to the Pension Plan will be made after the employee has reached his normal retirement date and no service shall be credited after the aforementioned date.

An employee's Pension will not be affected by any amendments made to the Pension Plan after the employee's normal retirement date.

An employee's Pension benefits will be actuarially reviewed effective as at the Pension Date having regard to the employee's Pension having been deferred since his normal retirement date.


For purposes of calculation of any minimum pension supplement, the Canada Pension Plan and Old Age Security benefits, where applicable, will be taken into account at the level in effect at the employee's normal retirement date.

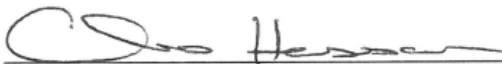
An employee who continues in the employ of the Company after his normal retirement date as defined in the Pension Plan, shall be entitled to only the insured welfare benefits provided to employees on retirement as at his normal retirement date.

Date: April 1, 2020

**For the company:**

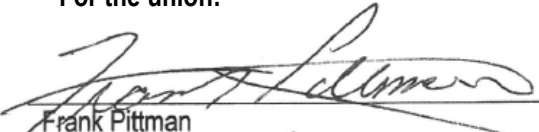
  
\_\_\_\_\_  
François St-Jacques

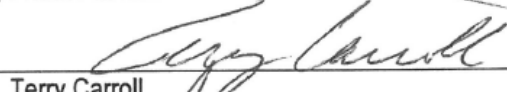
  
\_\_\_\_\_  
Gerri Noonan


  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

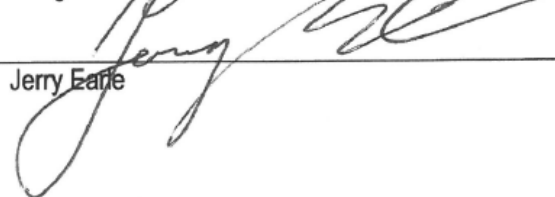
**For the union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.19: GOVERNING EARLY RETIREMENT WINDOW PROGRAM  
LABATT BREWERIES NEWFOUNDLAND**

Due to excess manpower above requirements, the company and the union have entered into an agreement to reduce the seniority list during the life of the collective agreement by introducing an Early Retirement Program. Under the Early Retirement Program, increased pension benefits will be payable to employees who retire from active employment on or after February 10, 2014, but no later than March 31, 2025, and who meet all of the following criteria on the date of their retirement:

the employee has attained age 55;  
the employee's credited service and age adds up to 85 or more years (i.e. they have at least 85 points); and  
the employee has completed at least 25 years of credited service.

An employee who retires under this Early Retirement Program will have their benefits calculated in accordance with the terms of the Labatt Retirement Plan for Wage Employees, as described in Schedule E to the collective bargaining agreement except that the employee will:

be eligible for Special Early Retirement (normally available to employees retiring on or after age 60 with at least 25 years of credited service).

retire at the Special Early Retirement (SER) figures of February 10, 2014 (\$3323), (rather than the existing minimums at the time of the retirement) plus receive the retirement window of \$500 (as identified in Schedule E).

be recalculated (if the employee retires during the life of this collective agreement and his pension entitlement is recalculated during the life of this collective agreement) at the Normal Retirement Date (NRD) of February 10, 2014 (\$3675), (rather than the existing minimums at the time of the recalculation).


In Addition, any employee who does not retire under the Special Early Retirement Program, but does retire in accordance with one of the clauses outlined in Schedule E, will be entitled to the benefits specified for February 10, 2014, in that particular clause, regardless of the year in which they retire. This option will cease to exist as of March 31, 2025.


For greater certainty, the benefits outlined here are inclusive of, and not in addition to, the benefits otherwise payable under the Labatt Plan for Wage Employees.

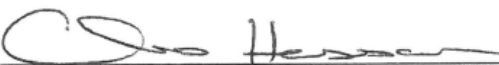
This Early Retirement Program will cease to exist as of March 31, 2025.

Date: April 1, 2020

**For the Company:**

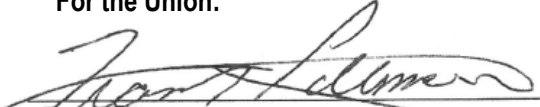
  
\_\_\_\_\_  
François St-Jacques

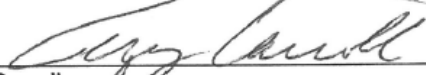
  
\_\_\_\_\_  
Gerri Noonan

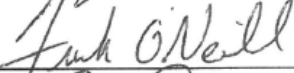
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

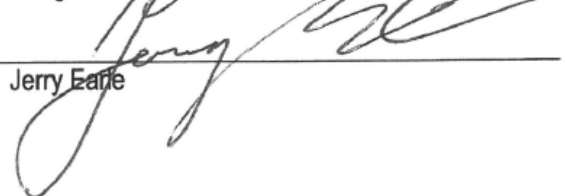
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.20: SPECIAL 85 POINT RETIREMENT  
LABATT BREWERIES NEWFOUNDLAND**

**Pension for Specific Employees**

This will confirm the understanding reached between the Executive of NAPE Local 7004 and the Company concerning pension for the attached list of employees.

For the attached list of employees, service between an employee's date of hire and date of pension plan entry will be recognized to determine their eligibility for an 85-point unreduced early retirement. The actual pension benefit to these employees will continue to be based on their credited service.

For instance, if an employee joined Labatt at age 25, but did not enter the pension plan until age 35, by age 55 they would have 20 years of credited service and 85 points (based on service from the date of hire). The employee would be eligible to retire with a pro-rated unreduced lifetime benefit, where the pro-rate would be 20/25 of the full benefit.

This benefit will only apply to employees on the list who choose to retire. It will not apply to employees who are terminated.


This letter will apply to the following employees if they meet the qualification for the Special 85 Point Retirement:

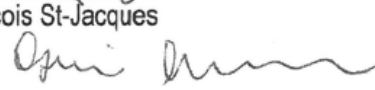
Randy Kerrivan  
Ed Tucker  
Roger Warren  
Don Squires  
Errol Squires  
Keith Abbott  
Gus McDonald  
Paul Daley  
Ivan Burry

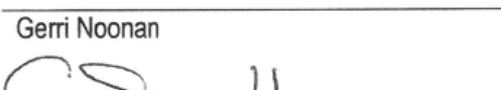
Frank O'Leary  
Bob Hickey  
Ivan Abbott  
Sterling Sutton  
Dave Whitten  
Ed Lee  
Jeff Hanlon  
Dan Follett  
Tony Kirkland

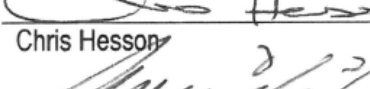
Date: April 1, 2020

**For the Company:**


  
\_\_\_\_\_  
François St-Jacques


  
\_\_\_\_\_  
Gerri Noonan

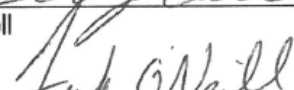
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé


**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.21: GOVERNING MAJOR MEDICAL BENEFITS FOR EMPLOYEES  
WHO RETIRE AT 85 POINTS  
LABATT BREWERIES NEWFOUNDLAND**

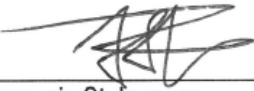
As a result of the agreement between N.A.P.E. Local 7004 and Labatt Breweries Newfoundland to reduce the eligibility for LTD benefits to 85 points and the creation of a retirement window to encourage early retirement, the Company agrees that such members who retire during the life of this Collective Agreement will be entitled to major medical benefits in excess of their lifetime maximum of \$25,000 if such maximum is exceeded. In order to benefit from the major medical benefits described in this Letter of Understanding, each employee must retire upon the first date of their eligibility to do so under Schedule E.

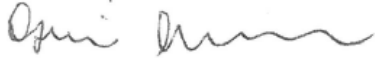
This letter of understanding will apply only to the following employees:

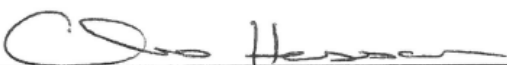
- E. Lee,
- D. Squires,
- W. Warford
- A. McDonald
- C. Jones.

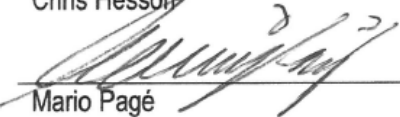
Date: April 1, 2020

**For the Company:**


  
\_\_\_\_\_  
François St-Jacques


  
\_\_\_\_\_  
Gerri Noonan

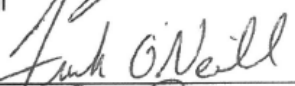
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

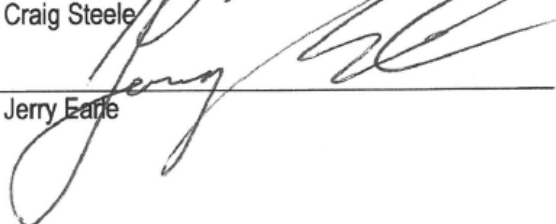
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.22: GOVERNING RETIREMENT PLAN FOR WAGE EMPLOYEES IN  
NEWFOUNDLAND  
(THE "REGISTERED PENSION PLAN")  
LABATT BREWERIES NEWFOUNDLAND**

Under the terms of the Registered Pension Plan, pensions payable to members must be limited to the maximums allowed under the Income Tax Act and the Regulations to the Income Tax Act. These limits are described in Article 4 of the Registered Pension Plan. As a result of the improvements negotiated effective March 1, 2014, certain members who elect to retire from employment prior to April 1, 2020 may have their pensions restricted by these maximums. If a member's pension is restricted by the limits, the member will receive a pension directly from the Company (the "payroll pension") in accordance with the remaining provisions of this letter.

In order to be eligible for the payroll pension, the member must retire directly from employment:

- (a) on or after March 1, 2014 and before April 1, 2020;
- (b) on or after age 55, but prior to age 65, with a minimum of 25 years of Credited Service; and
- (c) with a minimum of 85 points (i.e., on the date of the member's retirement from employment the member's age and Credited Service adds up to 85 or more years).

Credited Service has the same meaning as under the Registered Pension Plan.

The amount of payroll pension to which the member is entitled is the excess of A. over B., where:


A. is the amount of pension which would be payable from the Registered Pension Plan calculated without reference to the restrictions imposed by the Income Tax Act and the Regulations (i.e. Article 4 of the Registered Pension Plan); and

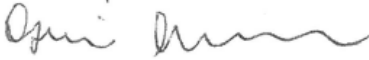
B. is the amount of pension payable under the Registered Pension Plan recognizing the restrictions imposed by the Income Tax Act and the Regulations.

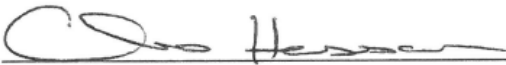
The amount in A. will be determined in the same form of pension as the pension in B.

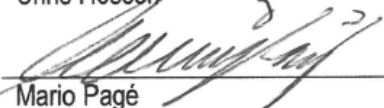
Date: April 1, 2020

**For the Company:**


  
\_\_\_\_\_  
François St-Jacques

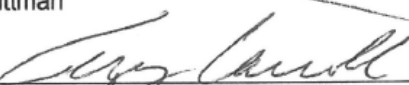
  
\_\_\_\_\_  
Gerri Noonan

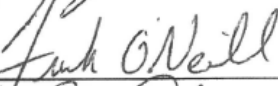
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

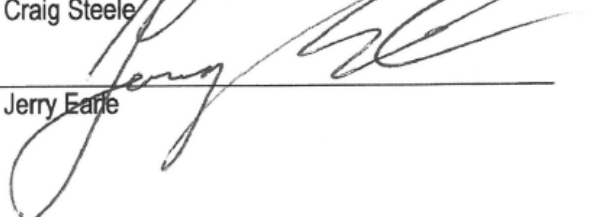
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.23: GOVERNING SICK LEAVE/FAMILY LEAVE DAYS  
LABATT BREWERIES NEWFOUNDLAND**

This will confirm the understanding of the parties reached during 2013 negotiations regarding sick leave/family leave days.

Any combination of sick leave/family leave days will not exceed 6 days per year.

Family leave days may be taken for emergencies that require the employee's immediate attention.

Date: April 1, 2020

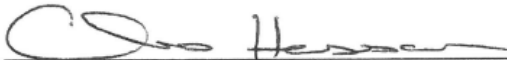
**For the Company:**



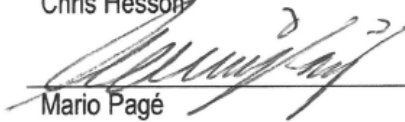
François St-Jacques



Gerri Noonan

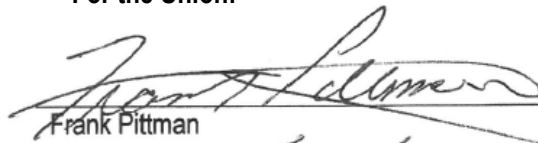


Chris Hesson



Mario Pagé

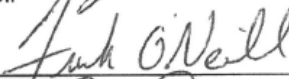
**For the Union:**



Frank Pittman



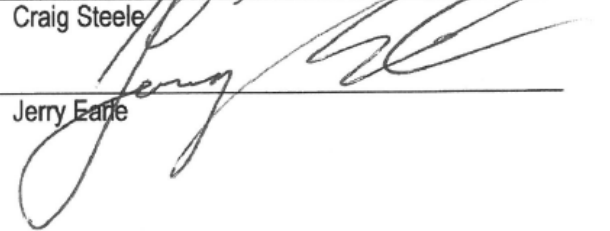
Terry Carroll



Frank O'Neill



Craig Steele



Jerry Earle

**LETTER OF UNDERSTANDING NO.24: GOVERNING SICKNESS BENEFITS  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the Company during 2013 negotiations concerning sickness benefits.

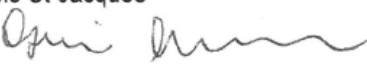
An employee's eligibility for sick days and participation in the Weekly Indemnity and Long Term Disability Plans ceases immediately upon his layoff and is reinstated upon his recall to work and completion of eight (8) hours work in the Bargaining Unit.

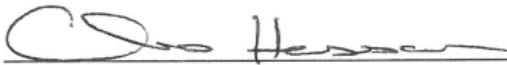
Notwithstanding the above, an employee with ten (10) or more years seniority who is laid off and who, if recalled within two (2) weeks or less, is unable to report to work due to sickness or non-occupational accident, shall be eligible for participation in the Weekly Indemnity and Long Term Disability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

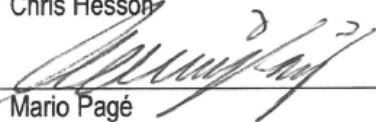
Date: April 1, 2020

**For the company:**

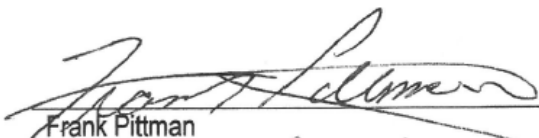
  
\_\_\_\_\_  
François St-Jacques

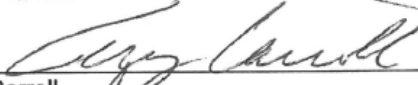
  
\_\_\_\_\_  
Gerri Noonan

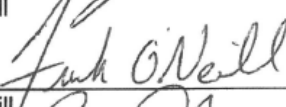
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

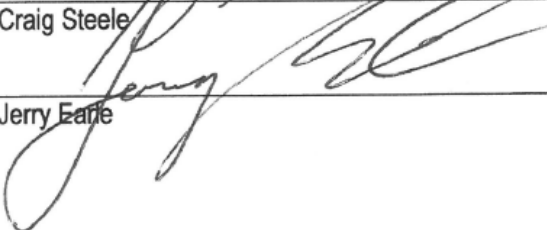
**For the union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle



**LETTER OF UNDERSTANDING NO.25: GOVERNING TRANSFER OF REGULAR EMPLOYEES IN THE  
EVENT OF PLANT CLOSURE  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the Company during 2013 negotiations concerning transfer of regular employees who become displaced in the event of closure of the Company's Newfoundland plant.

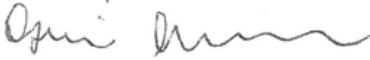
The Company agrees to meet with the Union Executive to discuss matters related to the support of employees.

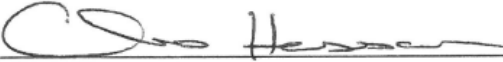
In the event of a permanent brewery closure, the Company will provide the Union with six months' notice of such closure.

Date: April 1, 2020

**For the Company:**

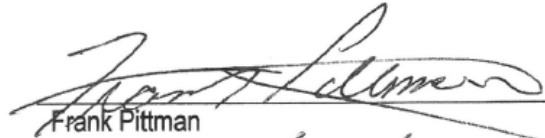
  
\_\_\_\_\_  
François St-Jacques

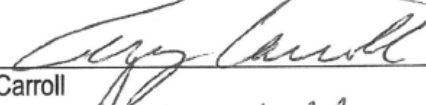
  
\_\_\_\_\_  
Gerri Noonan

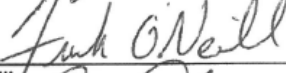
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

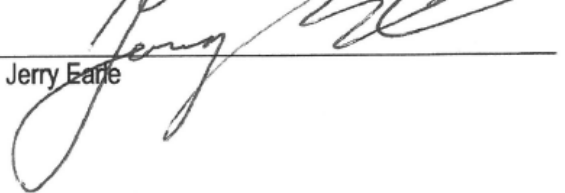
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.26: GOVERNING VACATION SCHEDULING  
LABATT BREWERIES NEWFOUNDLAND**

This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the Company during 2013 negotiations concerning vacation scheduling effective February 8, 2014

The number of employees to be scheduled at any one time will be subject to the following:

Packaging/warehouse (separate)

Packaging: maximum of 3 operators with a maximum of 2 key operators

Warehouse: maximum of 1 operator

Brewing: Maximum of 1 operator

powerhouse: 1 employee


maintenance (mechanic): 1 employee


maintenance (electrician): 1 employee

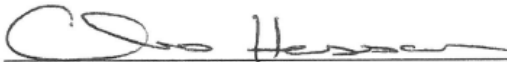
Employees who request vacation time before noon on the Wednesday before the following week shall be granted such time off provided the maximum numbers above are not exceeded. Subject to the operational requirements of the employer and the availability of qualified replacement staff, the employer may grant vacation time requested after Wednesday or which may exceed the maximum numbers outlined above and such request shall not unreasonably be denied.

Date: April 1, 2020

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques

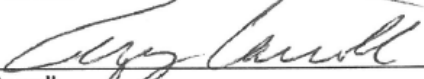
  
\_\_\_\_\_  
Gerri Noonan

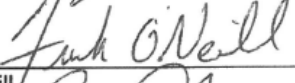
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé

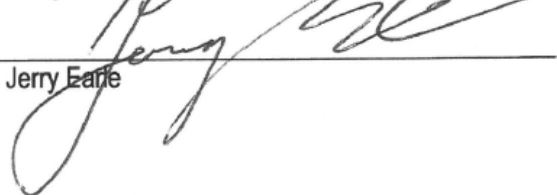
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.27: GOVERNING POWERHOUSE WORKING CHIEF ENGINEER  
LABATT BREWERIES NEWFOUNDLAND**

This will confirm the understanding reached between the Executive of N.A.P.E. Local 7004 and the Company concerning the position of powerhouse working chief engineer. This position will be posted and filled by a qualified employee in the bargaining unit.

A bargaining unit powerhouse engineer with a third class ticket will perform the role of a "working" chief engineer, reporting to the maintenance manager. He will be responsible for ensuring the plant is operated in accordance with the Boiler and Pressure Vessel Act and Regulations. The remaining powerhouse engineers will continue in their present roles.

This individual will act as a liaison with the Department of Labour and the Boiler Inspectors. This would include: ensuring proper records are kept for vessel inspections, safety testing and boiler audits. In addition, the position will assist the maintenance manager to ensure that all new construction and contractors adhere to the Act by ensuring the groups carry out the proper drawing review, procurement, construction and testing procedures.

The working chief will be responsible for identifying issues to the maintenance manager that need to be addressed in order to maintain the safe operations of the powerhouse. It is the maintenance manager's responsibility to ensure the execution and compliance of the identified recommendations.

This position will be subject to the following conditions:

The successful applicant will be paid \$250 per week, in addition to the employee's regular wages, only while fulfilling the responsibilities of this position. This premium will be independent of the hourly wage rate


The successful applicant will work in shift rotation

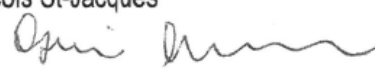
The successful applicant will have no supervisory responsibility

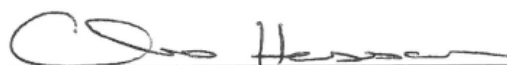
Any employee acting as a relief working chief will receive \$250 per week, while performing the duties of the working chief.

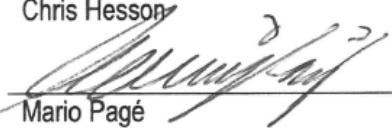
Date: April 1, 2020

**For the Company:**


  
\_\_\_\_\_  
François St-Jacques


  
\_\_\_\_\_  
Gerri Noonan


  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

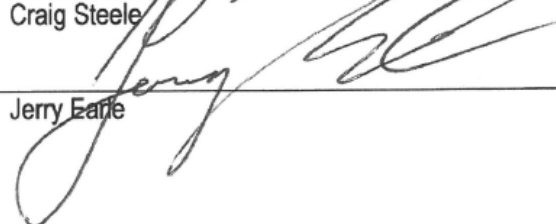
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele


  
\_\_\_\_\_  
Jerry Earle


**LETTER OF UNDERSTANDING NO.28: GOVERNING UNION ATTENDANCE AT MEETINGS  
LABATT BREWERIES NEWFOUNDLAND**

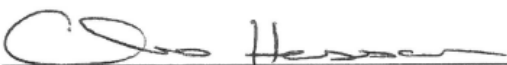
This letter is to confirm that the current practice of giving a member of the Local Union Executive or Shop Steward the opportunity to be present at all crew meetings, plant wide communication meetings and disciplinary meetings will continue during the lifetime of this collective agreement.

Date: April 1, 2020

**For the Company:**

  
\_\_\_\_\_  
François St-Jacques


  
\_\_\_\_\_  
Gerri Noonan

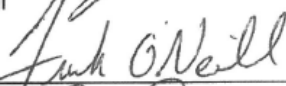
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

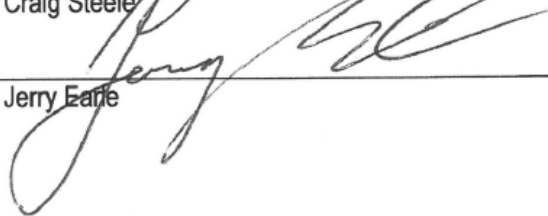
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle


**LETTER OF UNDERSTANDING NO.29: GOVERNING UNION BUSINESS CARRYOVER  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the understanding of the parties reached during 2013 negotiations concerning union business carryover.

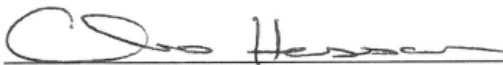
Any hours that the Union has remaining as of December 31st of said year, will be carried over until the end of March in the following year.

Date: April 1, 2020

**For the Company:**


  
\_\_\_\_\_  
François St-Jacques

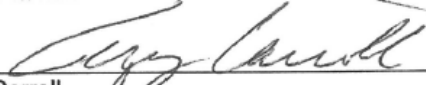
  
\_\_\_\_\_  
Gerri Noonan

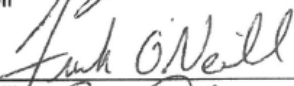
  
\_\_\_\_\_  
Chris Hesson

  
\_\_\_\_\_  
Mario Pagé


**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.30: GOVERNING SIX WEEK BALANCING  
LABATT BREWERIES NEWFOUNDLAND**


This will confirm the understanding of the parties reached during 2013 negotiations concerning six week balancing.


1. Balancing to be done in six (6) week blocks. The Company will endeavor to post schedules using the a-b-c-d team concept where possible.
2. If time is not balanced and the employee is owed, then it will be paid out as overtime or banked, at the applicable overtime rate, as time owed to the employee (following current practices) at the employee's discretion.
3. If the balance is in favor of the Company, then the Company will recover the time. The recovery of the time should be at the employee's option with respect to sitting with the supervisor and picking from a number (3) of available shifts the one that is most desirable. As well, at the employee's discretion, the employee can use the banked leave to offset the balance. Whatever is agreed will be signed on.
4. If the employee refuses to accept any of the options available, then the Company has the right to recover the overpayment through payroll deductions (maximum 4 hrs) per payday.
5. If the employee accepts an option and then it falls through, then a substitute option can be worked out between the employee and the supervisor under the same conditions as paragraph 3 above.
6. If, in exceptional circumstances, the employee cannot accept an option at the time of the discussions but both parties are willing to explore additional options, this can be mutually accepted between the employee and the supervisor.
7. In the event that a layoff occurs, there will not be any action to recover an outstanding balance until the employee is recalled and options are offered in accordance with paragraph 3 above.

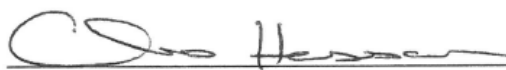
This Agreement will remain in full force and effect unless either party provides the other party thirty (30) days' notice of its intent to withdraw

Date: April 1, 2020

**For the Company:**

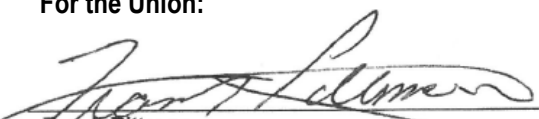
  
\_\_\_\_\_  
François St-Jacques

  
\_\_\_\_\_  
Gerri Noonan

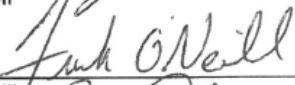
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

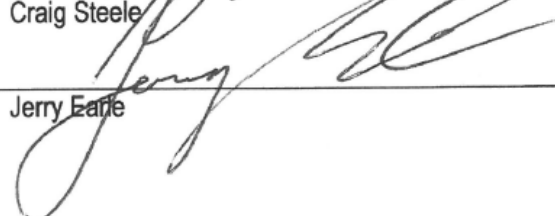
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle

**LETTER OF UNDERSTANDING NO.31: GOVERNING OPERATION OF MAINTENANCE DEPARTMENT  
LABATT BREWERIES NEWFOUNDLAND**

This will confirm the understanding of the parties reached during 2013 negotiations concerning the operation of the Maintenance Department.

Governing an agreement to amend Schedule "G", Section 2 (d), of the Collective Agreement between Labatt Breweries of Newfoundland and Newfoundland and Labrador Association of Public and Private Employees, Local 7004 (April 1, 2005 to March 31, 2013).

This will confirm the understanding reached between the parties as it relates to the operation of the Maintenance Department, Mechanical Division:

1. There will be five (5) Mechanics dedicated to the Maintenance Department and, except for total plant closure, will be guaranteed no layoff for the life of the Agreement.
2. One Mechanic will be primarily dedicated to the Brewing Department and the other four will alternate shifts with their primary responsibility being to perform all other mechanical work. When the current Brewing Mechanic incumbent (as of April 1, 2020) retires, dedicated Brewing Mechanic will cease to exist and the fifth Mechanic will be part of the rotation.
3. The shift schedule for all Mechanics will be set as per the attached Schedule and will not be changed without the mutual agreement of the parties. It is understood that the Brewing Mechanic will work all days and the other four will work a combination of days and nights with an equitable distribution of start and end times.
4. The overtime guidelines outlined in past practice #8 will remain in effect, that is to say all overtime in Brewing will first be offered to the Brewing Mechanic and then offered in order of rotation to other Mechanics. Overtime outside of Brewing will first be offered to the other Mechanics in order of rotation and then the Brewing Mechanic if no one else is available.
5. Training - In situations where operationally the Employer cannot follow the overtime procedure outlined in #4 above due to lack of training, the Employer shall be free to break the rotation and bring in the skilled Mechanic provided that an opportunity to train is offered to the employee by-passed as a result of not being trained at that time. It is recognized that the Employer will be involved in cross training all Mechanics on all aspects of plant operations.
6. Stat Holidays - It is agreed that where possible Mechanics will be awarded their stat holiday on the eight hour scheduled work day within the two week schedule where the stat holiday falls. Where it is not possible for the employee to be awarded the stat holiday when designated, the employee shall have the option to bank the holiday.
7. The Union agrees to withdraw all outstanding grievances and referrals to arbitration pertaining to the scheduling of work and assignment of duties among employees of the Maintenance Department, including:
  - a) Grievance #7 dated September 4, 2007 regarding vacation coverage in Maintenance.
  - b) Grievance #26 dated March 20, 2008 regarding Brewing Maintenance Schedule.
  - c) Group Grievance dated July 14, 2008 (NAPE File No. LB-035-08).

In the case of a matter or matters referred to an arbitrator, the Union agrees to contact the assigned arbitrator and advise him or her of their resolution.

8. This Memorandum is binding on the parties hereto and on all employees in the bargaining unit represented by the Union.

This Memorandum may be executed in counterparts and delivered by way of facsimile or PDF, each of which counterpart shall be deemed to be an original and all of which together will constitute one and the same Memorandum.

Example of the schedule:

WEEK 1							
Name:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mechanic 1 Brewing		7am-7pm	7am-7pm	7am-7pm	7am-3pm		
Mechanic 2	7pm-7am	7pm-7am	7pm-7am				
Mechanic 3	7am-7pm	7am-7pm	7am-7pm	7am-3pm			
Mechanic 4			7am-7pm	7am-7pm	7am-7pm		
Mechanic 5		7am-3pm	7am-7pm	7am-7pm	7am-7pm		

WEEK 2							
Name:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mechanic 1 Brewing		7am-7pm	7am-7pm	7am-7pm			
Mechanic 2	7am-7pm	7am-7pm	7am-7pm	7am-3pm			
Mechanic 3			7am-7pm	7am-7pm	7am-7pm		
Mechanic 4		7am-3pm	7am-7pm	7am-7pm	7am-7pm		
Mechanic 5	7pm-7am	7pm-7am	7pm-7am				

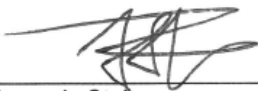
WEEK 3							
Name:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mechanic 1 Brewing		7am-7pm	7am-7pm	7am-7pm	7am-3pm		
Mechanic 2			7am-7pm	7am-7pm	7am-7pm		
Mechanic 3		7am-3pm	7am-7pm	7am-7pm	7am-7pm		
Mechanic 4	7pm-7am	7pm-7am	7pm-7am				
Mechanic 5	7am-7pm	7am-7pm	7am-7pm	7am-3pm			



WEEK 4							
Name:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mechanic 1 Brewing		7am-7pm	7am-7pm	7am-7pm			
Mechanic 2		7am-3pm	7am-7pm	7am-7pm	7am-7pm		
Mechanic 3	7pm-7am	7pm-7am	7pm-7am				
Mechanic 4	7am-7pm	7am-7pm	7am-7pm	7am-3pm			
Mechanic 5			7am-7pm	7am-7pm	7am-7pm		

Date: April 1, 2020

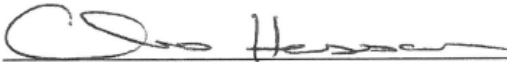
**For the Company:**



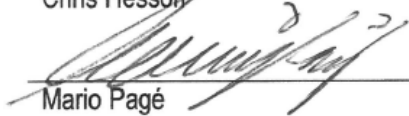
François St-Jacques



Gerri Noonan

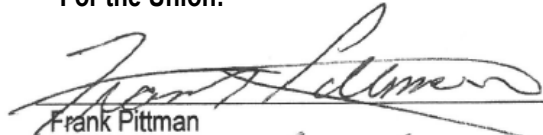


Chris Hesson



Mario Pagé

**For the Union:**



Frank Pittman



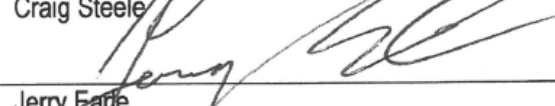
Terry Carroll



Frank O'Neill



Craig Steele



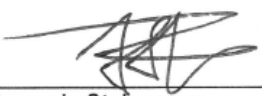
Jerry Earle


**LETTER OF UNDERSTANDING NO.32: SUMMER TEMPORARY EMPLOYEES  
LABATT BREWERIES NEWFOUNDLAND**

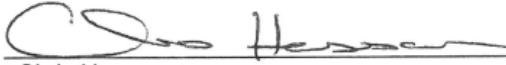
The company will create a list of all temporary employees categorized by availability (year round and restricted). Those of restricted availability will go to the bottom of the call-in list.

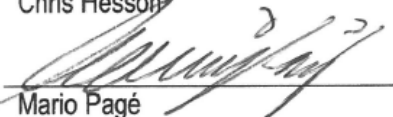
Date: April 1, 2020

**For the Company:**

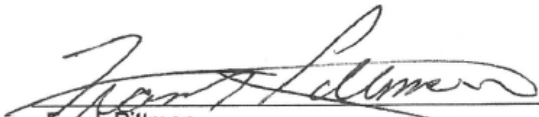
  
\_\_\_\_\_  
François St-Jacques


  
\_\_\_\_\_  
Gerri Noonan

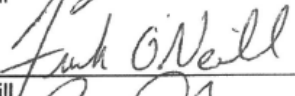
  
\_\_\_\_\_  
Chris Hesson


  
\_\_\_\_\_  
Mario Pagé

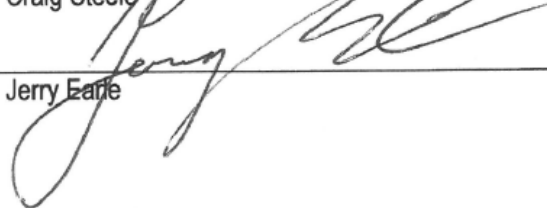
**For the Union:**

  
\_\_\_\_\_  
Frank Pittman

  
\_\_\_\_\_  
Terry Carroll

  
\_\_\_\_\_  
Frank O'Neill

  
\_\_\_\_\_  
Craig Steele

  
\_\_\_\_\_  
Jerry Earle