

**BREWERS' DISTRIBUTOR LTD.**

FROM: March 1, 2022  
TO: February 28, 2027

# President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,  
President UFCW Local 832



# BREWERS' DISTRIBUTOR LTD.

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**EXPIRY: February 28, 2027**

**AGREEMENT BETWEEN:**

**BREWERS' DISTRIBUTOR LTD.**

a body incorporated under the laws of the Province of Manitoba, with Head Office in the City of Winnipeg in said Province, hereinafter referred to as the "Company",

**AND**

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832,**

chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

**ARTICLE 1 BARGAINING AGENT**

1.01 The Company hereby recognizes the Union as the sole Collective Bargaining agency for employees in the Bargaining Unit. It is understood and agreed however, that this Agreement shall not apply to, nor include General Manager, Foreman and above the rank of Foreman, Dispatchers, and all office clerical personnel.

1.02 New classifications and wages may be added to the Bargaining Unit from time to time when mutually agreed between the Parties.

1.03 The Company recognizes that the bargaining unit extends to all BDL operations in Winnipeg. No employee of the Company, other than a member of the Union shall do any of the work performed by employees in the Bargaining Unit except in cases of genuine emergencies. Extreme emergencies shall not be abused by such people, or any time shall such emergencies become a regular or frequent development. Such work shall be defined as the receiving, warehousing and handling of full and empty containers at the Company's operating premises and the delivery of beer within the delivery area of the Company's operation.

**ARTICLE 2                      DEFINITIONS****2.01                      Part-time Employees**

There will be two (2) classifications of part-time employees, Preferred Part-time Employees and Part-time Employees. Part-time Employees shall be a person hired to work up to forty (40) hours per week on a regular or irregular basis. Part time employees are hired for certain periods in order to provide the necessary manpower required to meet seasonally higher workloads, to replace Core Employees who are absent through sickness or accidents, or who are on vacation or leaves of absence and/or to provide adequate manpower for Saturday operations.

2.02                      Part-time employees shall receive wages and overtime rates contained in this Agreement, statutory holidays and all benefits according to the Statutes of the Province of Manitoba

All benefits provided to Part-time Employees shall be outlined specifically in this agreement or required by law.

2.03                      It is further understood and agreed that the word "Plant" as used in the said Collective Bargaining Agreement shall be construed to include all classifications, both Warehouse and Transport, and all postings within the seniority list included within this agreement.

**ARTICLE 3                      UNION SHOP: CHECK OFF**

3.01                      Each member of the Bargaining Unit shall be a member in good standing of the United Food and Commercial Workers Union, Local No. 832. The Company agrees to provide each new employee at the time of hire with Exhibit One, as attached to this Agreement and to forward the completed Exhibit to the Union office within ten (10) working days. The Union shall bear the expense of printing and mailing such form letter, the contents to be such that is acceptable to the Company.

3.02                      The Union agrees that the Company has one hundred and twenty (120) working days within which to determine whether an employee is satisfactory to it. Human rights complaints notwithstanding, during this 120 days, the employee and the Union will have no recourse to the grievance and arbitration procedure. It is understood that time worked on modified duties or as part of a graduated return to work will not be counted for the purposes of calculating the one hundred and twenty (120) working days.

Subject to the foregoing, the parties agree that any employee engaged by the Company to work in the Bargaining Unit must make application for membership in the said local Union after having worked thirty (30) days and pay the regular initiation fees and regular dues, and will not be denied membership in the said local Union without just cause.

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

3.04 The Company shall deduct from the wages of all employees working in the bargaining unit the amount of regular union dues and initiation fees as may be adopted and designated by the Union. The Union dues shall be deducted from the employees each pay period.

Union Dues and Initiation Fees together with a list of names and social insurance numbers of the employees for whom such deductions have been made shall be emailed by the Company to the designated official of the Union within fifteen (15) days of the Company's accounting period.

The Union shall indemnify and keep harmless the Company from all claims made against it in respect of the deduction of Union dues.

3.05 The Company will indicate on all T-4 slips all Union dues that have been deducted from an employee's wages during the taxation year.

#### **ARTICLE 4 HUMAN RIGHTS CODE**

4.01 The Company and the Union endorse the principles contained in the Human Rights Code and agree to work together to ensure that no employee is discriminated against contrary to the Code.

4.02 The Company and the Union agree that no form of harassment shall be condoned in the workplace, including harassment by a customer. Both parties shall work together in recognizing and resolving such concerns as they arise. Every reasonable effort will be made to involve the Union in any investigations taking place. Situations involving harassment will be treated in strict confidence. Any employee, who believes that they have been harassed, shall report this in accordance with the Company's harassment policy.

## **ARTICLE 5**        **SENIORITY**

### **5.01**                    **Definition of Seniority**

Seniority of an employee shall be defined as the elapsed time from the day the employee's seniority date was established under 5.02. In the event that seniority is broken for any of the reasons set forth in Article 5.03, calculation of seniority shall date from the time the employee re-established seniority as set forth in 5.02, below. The Company shall maintain three (3) seniority lists; one for core employees; one seniority list for preferred part-time employees; and one for part-time employees who have completed one hundred twenty (120) working days. **Part-time employees will only start to accrue seniority after they have completed one hundred twenty (120) working days.** For the purpose of this article, a "day" shall be defined as a minimum of four (4) hours worked.

It is understood that seniority for core employees shall apply to core employees only, seniority for preferred part-time employees shall apply to preferred part-time employees only, and seniority for part-time employees shall apply to part-time employees only.

### **5.02**                    **Part-time Employees**

When the Company adds to the core work force, applications will first be invited from the Preferred Part-time employees. The Company shall fill core employee vacancies on the basis of senior qualified Preferred Part-time employees, where "qualified" is defined as having the skill and ability to fill the position. **Preferred Part-Time employees with a suspension issued within one (1) year, will not be considered for advancement.** A successful applicant having completed the mandatory trial period will be reclassified as a core employee. A Preferred Part-time employee who is successful in the filling of a vacancy and is reclassified as a core employee shall be eligible for benefits of core employees effective the first day worked as a core employee.

A Preferred Part-time employee who is successful in filling a core employee vacancy and is reclassified as a core employee shall be placed on the bottom of the core employee seniority list with a new seniority date established coincident with their first day worked as a core employee. Such an employee shall have their service with the Company from original date of hire, either as a Preferred Part-time employee or as a Part-time employee, applied to their eligibility for vacation entitlement.

In the event that the Company determines that a Preferred Part-time employee vacancy exists, Part-time employees will be given the opportunity to apply for the vacancy provided the employee has had no **live discipline of a suspension issued within one (1) year, will not be considered for advancement** the date the vacancy becomes available.



The Company shall fill Preferred Part-time vacancies on the basis of Part-time seniority and qualifications. **Employees with a live discipline of a suspension issued within one (1) year, will not be considered promotion to Preferred Part-Time positions.**

A part-time employee who is successful in filling a Preferred Part-time employee vacancy and is reclassified as a Preferred Part-time employee shall be placed on the bottom of the Preferred Part-time employee seniority list with a new seniority date established coincident with their first day worked as a preferred part-time employee. **All employees** shall have their service with the Company from original date of hire, either as a preferred part-time employee or as a part-time employee, applied to their eligibility for vacation entitlement.

**Externally hired Preferred Part-Time employees will be placed on the probationary preferred part-time seniority list until they have successfully passed their one hundred (120) working day probationary period. Upon successful completion of their probationary period, they will progress into the next eligible vacant position. Preferred Part-Time Probationary Employees will be at the bottom of the seniority list until they have completed their one hundred and twenty (120) working days of probation for all overtime in the warehouse.**

5.03 Seniority shall be considered broken by virtue of the following reasons:

- (a) If an employee quits the job voluntarily or ventures into other permanent employment.
- (b) If an employee is discharged for cause and not reversed by the grievance procedure.
- (c) If an employee fails to report for work within seven (7) days after receiving notice of recall from layoff from the Company by registered mail to their last known address to do so, unless they have advised the Company and produced medical evidence as to them being unable to report.
- (d) If the employee has not had employment with the Company for a period of eighteen (18) months due to layoff.

5.04 Seniority shall not be considered broken by virtue of:

- (a) Leave of absence granted by the Company provided such leave of absence does not exceed six (6) months. The Company will notify the Union of all leaves of absence granted.
- (b) Absence from work due to layoff for less than eighteen (18) months, provided employees who are available for work are being recalled in order of seniority.
- (c) Absence from work due to certified sickness or injury.

5.05 **Loss of Part-time Employment**

A Part-time Employee will automatically cease to be an employee of the Company for any of the following reasons:

- (a) if they quit;
- (b) if they are discharged for just cause;
- (c) if an employee is absent from work for three (3) consecutive working days without having notified the Company.
- (d) if the employee has not worked any hours for a **two (2) week** period, unless hours unavailable or authorized time off;
- (e) if the employee accepts and holds a position outside of the bargaining unit.

5.06 **Posting of Seniority List**

The Company shall maintain and post all seniority lists on the plant bulletin boards within thirty (30) days from the date of this Agreement being signed. Such list shall contain the names and seniority of those employees working in the Bargaining Unit.

The Company shall notify the Chairperson of the Union Shop Committee of any changes to the seniority lists on a monthly basis.

The Union Shop Committee shall have the right to review changes, deletions or errors in said lists.

5.07 **Seniority Re: Choice of Vacations**

13.08. Seniority with regards to choice of vacations is outlined as per Article

5.08 **Seniority Re: Layoff and Rehiring After Layoff**

The Company will first layoff all part-time and probationary employees before any core employee is laid off.

Plant wide 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, provided that the senior employee is then willing and able to perform the work required of them. Rehiring after layoff shall be in reverse order of layoff with the last person laid off being the first person rehired and so on.

- 5.09 a) In the event that an opportunity for a promotion, a preferred job, or a Preferred Part-time position occurs in the plant, notice of the open position shall be posted on the bulletin board for a period of five (5) working days. The classification, posting (within the core), wages, hours of work and qualifications for such job shall be given in this notice and all employees shall be entitled to apply. The names of all applicants shall be posted.

Any job tasks or duties outside of any posting with a duration of two (2) hours or less shall be filled on the basis of competency and availability, when both being equal by seniority. A more senior employee will have the ability to exercise their seniority rights to these job tasks or duties that exceed two (2) hours.

It is understood that Management and the Union Shop Committee will meet, as may be required, to discuss any issues arising from the job tasks or duties outside of any posting, senior employee job preferences and the need for flexibility.

- (b) (i) In the case of Preferred Part-time positions, the senior qualified applicant shall produce their beginner's class 1 license with air within ten (10) working days from the date **the employee is informed in person of their award with a shop steward present.** The applicant must then commence their training no later than twenty (20) working days from the date the posting closed. The senior qualified applicant shall receive a maximum of thirty (30) working days training within the next ninety (90) working days in order to qualify for the job. After successfully completing the applicable training and licensing they will be awarded the position and will receive the appropriate rate of pay

for such job. In the event the senior qualified applicant does not receive thirty (30) days training in the ninety (90) day training window, they will receive the appropriate rate of pay retroactive to the first day worked following the completion of the ninety (90) day training window, provided they successfully complete the applicable training and licensing.

**(ii) Employees hired externally with a valid Class One license will not move into the Core-40 until they have successfully completed their probationary period.**

- (c) With respect to all other promotions and preferred jobs, the senior qualified applicant shall be awarded the posting and commence their training no later than twenty (20) days from the date the posting was awarded. The employee shall be given a maximum of thirty (30) days training to qualify for the job. In order for an employee to show that they are qualified for the job, they must exhibit the competency to perform the duty to a satisfactory level.

Competency, wherever used in this agreement, shall be determined based on qualifications, abilities and the overall (previous) work performance of the applicant/employee. The Union will receive, upon request, a rationale in writing why one employee was selected over another, provided the selected employee was not the most senior applicant.

- (d) The first twenty (20) days worked in a new position shall be considered a trial period. During anytime in the trial period the employee shall have the right to return to their previously held job without prejudice.
- (e) Employees who are absent during the total period during which a job is posted shall have two (2) calendar weeks after the expiry of the five (5) day job posting period in which to apply. A copy of all job notice postings shall be given to the Union Shop Chairperson.

5.10 The following process is intended to further describe how core positions and preferred part-time positions will be filled pursuant to Article 5.02:

Effective June 1, 2008 employees moving into a preferred part-time position will be required to hold a Class 1 license with air.

Preferred part-time employees who move into a vacancy in the Core will maintain the required driving qualification, as noted above, and remain available to drive.

Where the Company identifies a requirement to provide training for additional Class 1 drivers, such opportunities will be posted and awarded to core employees and preferred part-time employees on a seniority basis, provided they are available to drive. Any employee who is provided their Class 1 license by the company, regardless of classification or status, will be required to drive as needed.

**Effective March 1, 2022 all external candidates hired into Full-Time or Preferred Part-Time positions will have been hired on the basis that they will operate commercial vehicles when assigned. Should they subsequently refuse to drive, they will be subject to termination.**

When an employee is provided training for their Class 1 license, the following shall apply:

- I. The Company will pay for course costs associated with the initial training required to secure the license and will reimburse the employee for licensing fees upon successful completion of the Class 1 certification.
- II. In the event an employee does not successfully complete their Class 1 they will be required to reimburse the Company 100% of the course costs. This 30 calendar day period may be extended due to extenuating circumstances with mutual agreement of the Company and the Union. **Only the first three (3) driver test examinations will be paid by the company. Any subsequent testing would be at the employees cost.**
- III. In the event an employee leaves the employ of the Company for any reason within the first year after completing their certification, the employee agrees to reimburse the Company 75% of the course costs and licensing fees.
- IV. In the event an employee leaves the transport classification or the employ of the Company for any reason within twelve (12) to twenty-four (24) months after completing their certification, the employee agrees to reimburse the Company 50% of the course costs and licensing fees. **BDL will deduct any monies owing from employee's final pay.**

Employees holding preferred part-time positions will be moved in order of seniority into the core positions that become vacant.

5.11 Any dispute arising over the question of an employee's qualifications to perform any job shall be dealt with under the grievance procedure outlined in this Agreement.

5.12 Effective June 1, 2014, in the event more than one person is promoted with the same seniority date; the prior seniority date will be considered to determine seniority. In the event it is a newly hired employee, the original date of application with the Company will be considered to determine seniority.

5.13 All Part-Time Employees must provide the company with a minimum availability of three (3) eight (8) hour shifts per week. Management may apply discretion with any such requests.

## **ARTICLE 6 UNION SHOP COMMITTEE**

6.01 The Union may elect or appoint not more than six (6) Shop Stewards from among employees in the bargaining unit who have completed their probationary period. Of the six (6) Shop Stewards, two (2) will represent the afternoon shift, for the purposes of assisting employees in the presentation of grievances, participating as representatives in investigations and meetings, etc. in accordance with the provisions of this Agreement.

6.02 Shop Stewards will have **bi-monthly** meetings with Management **unless requested sooner by the Union or Management** to discuss any local problems which may arise affecting the welfare of the employees. A maximum of three (3) shop stewards may be present. All Union Shop Meetings shall be held during the day shift and shall not continue beyond 4:00 p.m. of the day. Any Shop Stewards who are scheduled to work on the evening or night shift will be allowed a shift change for the day of the meeting noted above.

It is understood that when a contentious point cannot be resolved departmentally, and if it is mutually agreed that the matter be brought to the Shop Committee for resolution, the Shop Steward involved will be compensated at his straight time hourly rate for the time spent at the meeting.

During these monthly meetings should issues arise surrounding the operations of the Company, either side will have the ability to ask questions and discuss these issues. These discussions can include, but are not limited to business information relevant to competitiveness issues.

6.03 Minutes of Union Shop Committee meetings shall be taken and signed by the representative of the Committee and the Company prior to them being posted. Drafts of the minutes shall be provided to the Chair of the Shop Committee within

ten (10) calendar days of the meeting, and the Chair of the Shop Committee shall return the draft copy to the Company within four (4) calendar days from the date of receipt of the draft. A signed copy of the Minutes will be given to each member of the Committee.

6.04 No member shall be discharged or discriminated against for their activities as a Union member. A member who works on a committee or under the instruction of the Union shall not lose their position or be discriminated against for so doing.

If an urgent matter develops which requires review before the end of the operating shift, appropriate shop steward(s) and/or the employee(s) will advise their supervisor so arrangements can be made to discuss the matter as soon as possible without interrupting the efficient operation of the Company.

The Company agrees that members of the Shop Committee shall be provided thirty (30) minutes meeting time prior to Shop Committee meetings and Third Step Grievance meetings.

6.05 The Union Representative shall notify the Company in writing of the members of, or any change to, the Shop Stewards.

#### 6.06 **Orientation**

The Company agrees to provide the Union Representative and a shop steward, not less than ten (10) minutes, but no more than thirty (30) minutes at a time mutually agreed upon, during the employee's first month of employment as an orientation period for the familiarization of the employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to UFCW Local No. 832. Such time off will be with pay for the employee and for the shop steward. The Company will notify the Union by email when it has hired new employees.

### **ARTICLE 7 SICKNESS OR DISABILITY, HOSPITALIZATION AND INSURANCE**

7.01 Sickness or disability resulting from an accident or an approved absence shall not be sufficient cause for discharge or discipline. Upon recovery the employee shall receive their former position or some other suitable job in their classification if held by an employee with less seniority, providing the recovered employee is capable of performing the job in a satisfactory manner. They will retain their full seniority rights for all lost time. In the event of sickness, accident, disability or return from sickness, accident, or disability an employee shall make every reasonable effort to make direct contact, in person or via telephone, their supervisor or manager of their absence or intent to return from absence. In the event that an employee contacts their supervisor or manager via telephone, a voicemail message shall be deemed sufficient notice.

7.02 (a) The sick leave plan covers a core employee who is absent from work because of sickness, dental appointments, doctor appointments, family responsibility leave or accidents not covered by Workers Compensation. Sick leave benefits will be established as follows:

**June 1st of each year, Core employees who have actually worked at least ninety (90) days in the previous calendar year shall be entitled to the following sick leave benefit:**

Length of Core Status	Days of Sick Leave Entitlement in the Current Contract Year
0	3
1	4
2	5
3+	6

**Employees who have worked less than ninety (90) days in the previous calendar year shall be credited with four (4) hours of sick leave for each full month in which they worked in the previous calendar year, to a maximum of their sick leave entitlement as outlined above. Employees shall not accumulate sick days from one calendar year to the next.**

**(b) Preferred Part-Time Employees who have completed their probationary period shall be entitled to three (3) days sick leave per calendar year.**

**Employees who have worked less than ninety (90) days in the previous calendar year shall be credited with four (4) hours of sick leave for each month in which they worked in the previous year to a maximum of their sick leave entitlement as outlined above. Employees shall not accumulate sick days from one (1) benefit year to the next.**

**(c) For the purposes of Sick Leave, a Calendar year will be considered as June 1 to May 31.**

7.03 Employees applying for sick pay resulting from sickness, dental appointments, doctor appointments, family responsibility leave or accidents of an anticipated short duration shall notify the Company prior to the start of their scheduled shift.

It is understood that the medical evidence of an illness or injury which is anticipated will result in a Weekly Indemnity claim, must be provided within the first three (3) days of absence in order to qualify for Indemnity payments.

The Company may require certification also by a doctor of its' own choosing after the Company has given the employee the opportunity to get the required certification from their own doctor. The Company shall assume the cost, if any, for this certification.



7.04 The Company will pay such amount as may be required to provide the following insured Health and Welfare Plans. Notwithstanding number 6 of this article, Preferred Part-time employees who have moved into benefit status on or after June 1, 2005 shall be required to pay the cost of the provision of the following benefits: Extended Health, Dental and Long Term Disability (according to the table below).

Years of Benefit Status Seniority	Percentage of the Benefit Cost Paid by the Employee
0-1	20%
1-2	10%
2-3	5%
3+	0%

This section is intended only as a convenient summary of the important provisions of the Health & Welfare plans which are more fully described in a booklet which shall be supplied by the Company to each core employee.

It is agreed and understood that the Company is not an insurer and that the benefits described below and in the booklet shall be governed by the contract with the insurers. A grievance may be filed in response to a denial or a discontinuation of benefits by the insurer.

The above mentioned Health and Welfare plans shall not be changed or modified during the life of the agreement except by negotiations and mutual agreement of both parties. The Company may provide coverage by alternate carriers, provided the benefit levels and service arrangements are the same or better than that provided by the existing carrier.

#### **CORE EMPLOYEES:**

1. Life Insurance:

Effective June 1, 2017, the amount of Life Insurance shall be \$59,000. Employees not actively at work on June 1, 2017 shall only be provided increased insurance coverage upon their return to active employment.

2. Accidental Death and Dismemberment, Including Occupational Accident:

The amount of Accidental Death and Dismemberment Insurance shall be \$49,000.

3. Base Medical and Hospital benefits under the Manitoba Government Plan (The Manitoba Health Services Insurance Act).
4. Supplemental benefits equivalent to those offered during the life of the previous Collective Agreement between the parties, unless changed during collective bargaining. Eligible expenses for services of the following if licensed by a licensing and registration authority in the province where the service is rendered:
 

Chiropractor	Osteopath	Naturopath
Podiatrist	Physiotherapist	Speech Therapist
Masseur	Psychologist	

Limited to a combined maximum of \$1,000 a calendar year for each covered person.

5. The employer agrees to provide an insured weekly indemnity and long term disability plan as follows:

In case of sickness or any non-occupational accident, a weekly benefit amount to seventy percent (70%) of wages (hourly rate x 40) in effect at any time during the twenty six (26) week period will be paid to employees who are off work and under the care of a doctor. Payments will commence on the fourth (4th) day, if disability is due to a non compensable accident or sickness and will continue to a maximum of twenty six (26) weeks for any one (1) period of disability.

An insured Long Term Disability Plan will begin at the end of the twenty six (26) week period or at the end of a continuous period of twenty six (26) weeks during which an employee has received Workers Compensation payments and continues until recovery or normal retirement date, whichever occurs first. The Plan will provide payment of 66 2/3% of wages (hourly x 40) in effect at any time during the first seventy eight (78) weeks of the Long Term Plan. Following such period the payment will be 66 2/3% of wages (hourly rate x 40) in effect at the end of the said seventy eight (78) week period. The Long Term Disability Plan and the Weekly Indemnity Plan will be of a standard nature which will include an offset clause for integrating statutory payments such as Canada Pension Plan and Unemployment Insurance, etc., and in the case of Long Term Disability, will include an offset clause for integrating Workers Compensation.

The Company is prepared to provide the necessary monies to build up the pension of persons receiving benefits from the insured Long Term Disability Plan, at the rate of pension in effect at the commencement of disability, and will continue other applicable insured welfare plan benefits at the level in effect at the commencement of disability.

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

During the first twenty-six weeks of one hundred and four (104) weeks of benefits provided herein, employees shall be paid weekly and on the twenty-seven-week thereafter will be paid on a semi-monthly basis (two payments per month).

Should an employee on Weekly Indemnity reach a Change of Definition (COD), all banked vacation and any other Entitlements will be paid out at the COD period. Entitlements will be paid at their rate of pay in effect on the date of COD.

6. Non-contributory Dental Plan covering 100% on basic services, and major services on a 75% co-insurance basis, and orthodontic services on a 60% co-insurance basis.

The maximum per year for basic services is to be \$1,200 per person. The combined lifetime maximum for Restorative and Orthodontic Services will be \$5,000, this to include dental implants. There will be a provision for an annual reinstatement of up to \$500 at the beginning of each calendar year, if required, to restore such lifetime maximum to the level of \$5,000 per person.

7. Core employees who have completed their probationary period shall be entitled to Vision Care benefits for themselves and their dependents. Vision Care benefits shall cover one hundred (100%) percent of the cost of eyeglasses and/or contact lenses to a maximum of two hundred and twenty-five (\$225.00) dollars every twenty four (24) months per core employee and each of their eligible dependents. Eye exams shall also be covered one hundred (100%) percent up to a maximum of seventy-five (\$75.00) dollars every twenty-four (24) months per core employee and each of their eligible dependents.

The information noted above is only a summary of the benefits provided to you under the Company's Group Benefit Plan. Please refer to the benefit booklet for comprehensive plan information.

## **PART-TIME EMPLOYEES:**

### **Wellness Fund:**

Effective June 1, **2022** Part-Time employees, will be provided with an annual Wellness payment of **four hundred (\$400) dollars** provided they have completed three (3) years of part-time Seniority before June 1 of each year.

**Employees with five (5) years or more as of June 1 of each year will receive six hundred (\$600) dollars.**

Payment will be made on the first full pay period in June.

7.05

### **Deferred Retirement - Group Insurance Plan**

Core employees who continue their employment beyond age sixty-five (65) shall be entitled to active coverage for extended health and dental benefits, Life Insurance and AD&D benefits only. Coverage for Short Term Disability and Long Term Disability will cease at age sixty five (65). Employees over the age of sixty-five (65) will not be responsible for paying any premiums for Short Term or Long Term Disability.

7.06

### **E.I. Rebate**

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

7.07

### **Welfare Benefits During Layoff**

An employee who is laid off continues to participate in the Welfare Plan of the Company applicable to employees in their Bargaining Unit to the end of the month following the last month in which they have worked in the Bargaining Unit. Welfare Plan for the purpose of this section does not include the Pension Plan or the Company's Sickness and Disability Plan, insured Weekly Indemnity Plan, insured Long Term Disability Plan which cover only indemnity for wages actually lost because of illness or accident.

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

7.08 An employee's eligibility for sick days and participation in the Weekly Indemnity and Long Term Disability plans ceases immediately upon their layoff and is reinstated upon their recall to work and completion of eight (8) hours work in the Bargaining Unit. Employees who are on an active claim at the time of layoff will not have their benefits interrupted as a result of the layoff.

Notwithstanding the above, an employee 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 their recall.

## **ARTICLE 8 DISCHARGE OR SUSPENSION**

8.01 Only the manager or supervisory employees as designated by the Company shall have the authority to formally discipline any employee.

The reason for the formal discipline shall be given in writing to the employee and the steward at the time of the formal discipline and in either case, the Union Shop Committee shall be entitled to investigate such formal discipline. A copy shall be given to the shop steward and emailed to the Full-time Union Representative. No employee shall be disciplined without just cause.

All employees will be entitled to Union representation for all disciplinary meetings.

8.02 Any employee discharged or suspended upon grounds which, after investigation by the Union Shop Committee and management and/or arbitrator are found to be insufficient, shall be reinstated into their former job, retain their full seniority rights and shall receive the pay they would have received if they had not been discharged or suspended, unless the arbitrator rules otherwise.

8.03 If any employee in this Bargaining Unit encounters a legal picket line in the course of their 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.

8.04 Due to the mutual concern of the parties to this Agreement, with respect to the safety and welfare of the employees, it is understood and agreed that employees shall not report for work or work while in an unfit condition due to the influence of alcohol or non-prescribed drugs.

It is understood that any violation of the above understandings will result in disciplinary action.

8.05 All disciplinary letters will be removed from the employee's personnel file and destroyed after a period of two (2) years from the date of issuance and therefore shall not be relied upon for any purpose. Suspensions will be removed and destroyed after a period of thirty (30) months from the date of issuance and therefore shall not be relied upon for any purpose.

## **ARTICLE 9 WEARING APPAREL - SAFETY**

9.01 (a) **On the first pay day of March each year, the Company agrees to provide eligible employees with the following allowance intended to cover protective work clothing, as well as CSA approved safety shoes:**

**Transport Employees - \$325**

**Warehouse and Preferred Part-Time Employees - \$250**

**Part-Time Employees - \$175**

Core employees classified as transport and preferred part-time employees who drive shall be provided with one (1) parka every third year or on a replacement basis when the previous parka is presented in a worn or damaged condition. The Company will provide up to four (4) parkas kept in a clean condition and in a state of good repair for general daily use by warehouse employees on an as required basis. These parkas will be replaced when they are in worn or damaged condition.

Drivers and drivers' helpers supplied a uniform **allowance** shall be required to present a neat and clean appearance when in public. Any part or parts of a uniform not deemed to be presentable through misuse, carelessness or loss must be replaced at the expense of the employee. Uniforms must not be worn by the employees when they are considered to be off duty unless they are going directly to or from work.

The Company shall pay for the basic fee of a driver's license as required to perform their job for all classified drivers. The Company shall also pay for the basic insurance fee, to a maximum of \$60.00 per year for drivers who have a minimum of one (1) merit point. Employees who have not worked in the twelve (12) months immediately prior to renewing their driver's license will not be eligible for reimbursement of the basic fee or insurance.

- (b) Safety glasses with prescription Hardex lenses and industrial frames of an approved type will be provided as prescribed, free of charge to employees who require them, upon presentation of an invoice every 24 month period to a maximum of two hundred and twenty-five (\$225.00) dollars.

9.02 The Company, The Union and the employees mutually agree to cooperate in maintaining and improving safe working conditions in the Company's operation and to comply with The Workplace Safety and Health Act and regulations, including the operation of a safety committee and the right of an employee to refuse unsafe work.

No employee shall be required to undertake any job which may endanger their health without appropriate protective clothing or device.

9.03 The Company recognizes the right of a single delivery person to identify an unsafe situation and call their supervisor for assistance. This would also include severe weather conditions. The supervisor will assess the circumstances and will determine if assistance is required. Where assistance is required, it will be provided. It is the intent of the parties to deliver the product in a safe and efficient manner. Where there is an issue in dispute, the matter will be referred to the local Joint Health and Safety Committee for resolve. If the matter is not resolved at the local level, the matter will be referred to Workplace Safety and Health.

9.04 It is agreed that every effort will be made to provide for at least one (1) qualified first aid person being available on each shift.

9.05 The Company agrees to maintain adequate, clean and sanitary lunchroom and toilet facilities according to government regulations. Employees shall use such facilities carefully and considerately.

9.06 The parties are committed to the health and safety of all employees. The parties further agree that recommendations on ergonomics, and ergonomics related initiatives, are a function of the health and safety committee. In light of the responsibilities of the health and safety committee, and in order to improve the effectiveness and efficiency of the health and safety committee, the parties agree the committee will meet bi-monthly (excluding July). A maximum of three (3) hours will be scheduled for each meeting, and the subject of the meetings will include health and safety, ergonomics, and incident/accident review. Additional meetings may be scheduled as mutually agreed to. Prior to each meeting, the two committee co-chairs will meet to finalize the agenda and prepare for the meeting. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall also be emailed a copy of these minutes. The Chairperson of this Committee shall rotate from meeting to meeting

to ensure that there is an equal balance of representation in this position between management and the employees.

The health and safety committee will be comprised of three (3) members and one (1) alternate member. Only three (3) committee members may attend any one (1) meeting. In addition, one visiting employee will be permitted to attend a particular meeting to participate in discussion on a specific issue. Such employee's attendance will be limited to the time required to discuss that issue. From time to time, either party may invite a guest who is not a bargaining unit member or employee of BDL to make a relevant presentation or be involved in committee discussions.

9.07 The Company agrees to provide time off, with pay, as required by provincial legislation, for the purpose of allowing Union members of the Safety and Health Committee to attend safety and health seminars, courses or conferences. Any additional time off will be unpaid and at the discretion of the Company. The time and scheduling of any time off is to be mutually agreed upon between the Company and the Union and shall not be included in the days outlined in Article 16.03 of the Collective Agreement.

## **ARTICLE 10            HOURS OF WORK AND OVERTIME**

10.01            (a)    Forty (40) hours per week, five (5) consecutive eight (8) hour days Monday through Friday shall constitute a week's work.

Overtime shall be paid for at the rate of time and one-half for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week.

(b)    Notwithstanding 10.01 (a), should the company schedule Saturday and/or Sunday work to meet the needs of its customers and/or the brewers, it will first discuss the matter with the Union, following discussion, the Company may schedule employees to work regular shifts as follows:

(i)    five (5) working days, Tuesday to Saturday or Sunday to Thursday, at regular hours and for regular pay;

(ii)    It is understood that such work will first be assigned on a voluntary basis in order of seniority. If there are insufficient volunteers, such work will be assigned in reverse order of seniority based on the qualifications required to perform the work.

(ii)    The duty roster for employees scheduled to work each Sunday will be prepared by 12:00 p.m. of the preceding Thursday.



10.02 With respect to Article 10.01, the parties agree that an employee will not be asked or required to work a split shift.

10.03 **Hours of Rest Between Shifts**

All employees shall receive a minimum of nine (9) hours rest between shifts. In the event that less than nine (9) hours is allowed to an employee, such employee shall be paid time and one-half for all hours worked up to the time when they would have normally received nine (9) hours rest. This does not apply when the variation is requested by the employee affected. The employee shall advise the Company and the Union when such request is made in writing.

10.04 **Rest Periods**

- a) Every employee shall be entitled to two (2) fifteen (15) minute relief periods in each eight (8) hour shift. Whenever possible, the first relief period shall be taken within the first three (3) hours of work. In the case of continuous shift work special arrangement shall be made for employees to take their relief periods during such shift. Employees who commit to work two (2) hours overtime at the completion of their regular shift shall be afforded a fifteen (15) minute work break immediately following the completion of their regular shift and a fifteen (15) minute work break every two hours committed to thereafter. Employees who commit to work less than two (2) hours overtime at the completion of their shift shall be afforded a fifteen (15) minute break after completion of one (1) hour of overtime.
- b) In the event transport employees work one (1) or more hours of unforeseen overtime, they will be permitted to take their work break when they return to the warehouse at the completion of their shift, if they so choose. In these circumstances, transport employees will be paid for their fifteen (15) minute work break however they will be permitted to leave work at the completion of their shift.

10.05 **Option of Banking Overtime Hours**

Employees shall have the option to bank their overtime for scheduled time off or have their accrued overtime paid out. Any employee will not be required to absorb time lost by layoff by working any other day of the week.

Should an employee wish to bank their accrued overtime the following procedure(s) will apply:

1. Time off must be mutually agreed between the Employer and the employee and will not adversely affect the efficiency of the operation of the Company and will not be unreasonably denied.
2. Each employee must declare their preference with respect to banking of overtime by June 1st, they may change that election for each six (6) month period commencing December 1st and June 1st of each year by submitting a written request.
3. All overtime may be banked between June 1st and May 31st to a maximum of eighty (80) hours in any one year.
4. All accrued time off must be exhausted within the year. Outstanding accumulated time-off as of May 31st of each year will be paid out at the rate it was accrued.
5. Should an employee have their full entitlement in their bank and continue to work overtime during the year, all additional overtime will be paid out accordingly. Once an employee has hit the 80 hour maximum, all overtime going forward in that year will be paid out by the Company regardless of how much banked overtime they deplete after the 80 hour cap has been reached.
6. Banked overtime will be paid out at the rate it was earned. Banked overtime that is taken in day(s) off will be paid at the employee's current rate of pay at time of day(s) off.

10.06

#### **Call in Pay and Prior Notice of Overtime**

- (a) The Daily Duty Roster will be prepared each day by 5:00 pm for the next days' shift assignments. Employees who are not at work when the call-in sheet is posted are required to contact the Company between 5:00 and 7:00 pm to confirm their scheduled start time. If the employee calls in and there is no answer, they will leave a message on a designated call-in line with their name and a phone number where they can be reached. The onus is then on the Employer to contact the employee. If in following the above process the Employer fails to correctly notify the employee of their requirement to report for work, the employee shall be paid for the whole day. Employees not scheduled to work shall endeavour to be available for call-ins between 7:00 and 8:00 am the following morning and report to work if required.

- (b) Any employee called in to work shall be guaranteed at least one-half ( $\frac{1}{2}$ ) day's pay.
- (c) The Company agrees to notify the employees no later than the day prior to the scheduled overtime. An overtime sign-up sheet will be posted for employees to sign up for the overtime in accordance with Article 10.07. If the scheduled overtime is only posted the previous day and an employee is not scheduled to work on the day that the overtime is posted for the next day, the supervisor will contact that employee by telephone to confirm if they wish to work the overtime.
- (d) In the event unscheduled overtime is to be worked the Company shall reference the daily sign-up sheet for overtime. All employees will sign up for overtime at the commencement of their shift for overtime that becomes available for that day or for overtime prior to their next scheduled shift. The sign-up sheet will be available beside the punch clock for employees to access. Once overtime has been established as necessary for that day by the Company, the supervisor and/or manager will assign the overtime on the basis of seniority in accordance with Article 10.07.
- (e) The Company agrees to provide lunch for all employees who work a minimum of two (2) hours overtime up to a limit of \$8.00. In order to minimize the inconvenience that may be caused to an employee, overtime shall be voluntary on the part of the employee in accordance with Section 19 of The Employment Standards Code, CCSM c. E110.

10.07

### **Unscheduled Overtime**

The Company will offer unscheduled overtime in the following order:

#### **Warehouse:**

- (a) Core warehouse employees by seniority working the shift just ending.
- (b) Core warehouse employees by seniority working the next shift will be called in early.
- (c) Core transport employees by seniority whose shift is just ending and who are readily available.
- (d) Core transport employees by seniority working the next shift will be called in early.

- (e) Insofar as practical, core warehouse employees by seniority working the shift that was not yet called in
- (f) Insofar as practical, core transport employees by seniority working the shift that was not yet called in
- (g) Preferred part time employees by seniority
- (h) **Part time employees by seniority**

**Transport: Extra Loads**

- (a) Most senior of the core transport employees who have, at the start of their shift, indicated their desire for overtime that day.
- (b) Core transport employees as they become available at the end of their shift.
- (c) Qualified core warehouse employees, by seniority.
- (d) Preferred part time employees, by seniority

**Scheduled Overtime:**

Scheduled overtime shall be offered as follows:

**Warehouse**

- 1. Core employee in warehouse
- 2. Core employee in transport
- 3. Preferred part time employees
- 4. **Part time employees**

**Transport**

- 1. Core employee in transport
- 2. Core employee in warehouse (who are able to drive)
- 3. Preferred part time employees

10.08

**Normal Day Off Pay**

All work performed in excess of five (5) paid working days in a scheduled work week shall be paid for at the rate of time and one-half (1 ½). Time and one-half (1 ½) shall be understood to mean regular time in addition to one-half regular time.

10.09                    **Plant Holidays Falling in a Calendar Week**

In the event that a recognized plant holiday falls during a calendar week, then the employee's work week for that week shall be reduced by eight (8) hours for each such holiday and overtime rates shall be paid for all hours worked in excess of the reduced work week.

10.10                    The Company will endeavour to hire additional trucks only when additional vehicles are required to meet customer service requirements.

10.11                    **Technological Change**

During the life of this Agreement, any reduction in the work force of the Company will be the subject of negotiations with the Union. If the Company plans plant closure, reduction of staff or, anticipates that the introduction of a new technology in the form of new equipment or product distribution system will result in employees whose immediate jobs are directly altered thereby being placed in a different occupational classification or being removed from their occupation classification due to lack of work, then when the Company knows the changes that are expected to apply to these employees, it will arrange for an early discussion of these changes with the Union.

The Company shall notify the Shop Committee and the Union ninety (90) days in advance of intent to institute changes in working methods or facilities, or the permanent closure of an operation, which would involve the laying off of employees.

Furthermore, a joint Labour/Management Committee will be formed which will deal with: evaluating the options open to the Company, including justification for the change; its responsibility to the workers and the community; maintenance of earnings and severance pay; the feasibility of decreasing personnel through various methods such as by attrition, transfer to other jobs, retraining, educational guidance and assistance and early retirement.

In agreeing to Clause 10.11 Technological Change it is understood that technological changes may be introduced by the Company as it considers desirable, and that employees may elect separation pay. The transfer to new jobs, retraining, early retirement, etc., will be subject to negotiation. It is further understood that separated employees will be eligible for re-employment by the Company, but seniority would commence as of the date of rehire, except that any employee who has been discharged for cause would not be eligible for rehire.

As well, those employees whose jobs are affected by technological change, such as skilled tradesmen, engineers, etc., may elect separation pay if they wish rather than accept transfer to a job outside of their usual occupation. If an employee elects to take separation pay in lieu of another job with the Company, they would not be eligible for separation pay again if rehired.

- 10.12
- (a) The Company will supply adequate manpower on all operations in all departments at all times so that an employee will not be required to perform more than a fair day's work.
  - (b) Clause (a) shall not be construed to mean that the manning of all operations is at present exactly adequate or that all employees are presently assigned exactly a fair day's work, and accordingly changes in the manning of crews and changes in an employee's work load may be made so long as the resulting situation is not a violation of clause (a).
  - (c) Before selecting employees for training on other jobs, the Company will post the training job for a period of three (3) working days. The posting may include the shift for which the training is applicable. Employees having the greater seniority will be given preference for the training job with the understanding that the job may be shift specific.

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

- (a) The course is given by a recognized school and is approved by the manager as contribution to the development of the employee or improved Union/Management relations.
- (b) The course is likely to contribute to the employee's performance or advancement within the Company.
- (c) The employee offers proof of successful completion of the course.
- (d) The maximum refund to any employee in any one (1) calendar year will be \$200.00 for any full term course, and \$100.00 for any half term course.

10.14 **Separation Pay**

- (a) A core employee shall be entitled to separation pay as set out in subsection "c" provided they have not been excluded by subsection "b" and provided they meet any of the following eligibility provisions:
  - (i) if they are terminated for a reason other than set out in subsection "b".

- (ii) if they are laid off and on any date during their layoff the hours scheduled for them during the previous twelve (12) consecutive months were less than fifty (50%) percent of normal full-time hours provided they are not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;
- (iii) in special cases where a laid off employee appear to have little prospect of recall to regular work within a period of six months they may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (ii) above;
- (iv) if they are ultimately designated for indefinite layoff as a result of a major technological change as provided in Section 10.10.

An employee eligible for a separation payment hereunder must apply for it not later than six months after they first become eligible therefore, otherwise their right to such payment shall be cancelled.

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

Operation will be interpreted as meaning:

- 1. plant, branch or warehouse
  - 2. department or part department in which ten (10) or more employees are permanently laid off.
- (b) Notwithstanding subsection "a", an employee shall be excluded from separation pay eligibility if:
- (i) They quit;
  - (ii) They are terminated for just cause;
  - (iii) They are terminated under Section 5.03 (loss of seniority provision) of this Collective Agreement.

- (iv) They have been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless
    - (1) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
    - (2) the direction or decree purports to change the method of beer retailing within the Province;
  - (v) They have been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God;
  - (vi) They are laid off and have arranged with the Company to take leave of absence without pay for a specific period in lieu of their layoff;
  - (vii) They are in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Workers Compensation Act;
  - (viii) the employee is entitled to receive full pension under the Company or Government Pension Plan. At no time will the number of weeks of separation pay exceed the number of weeks to an employee's normal retirement date (NRD as of June 1st, 2014 age 65) and/or the date the employee has announced as their retirement date.
- (c) The amount of the separation payment of an eligible employee shall be equal to:
- (i) one week's base earnings (computed on the basis of their hourly rate in effect as of time of layoff) multiplied by the number of their completed years of seniority (as used for vacation entitlement) as of the last day they actively worked in the Bargaining Unit, plus
  - (ii) for employees classified as probationary or core employees prior to July 22, 1988, an additional three hundred and seventy-five (\$375.00) dollars multiplied by their completed years of seniority used in (i) above to a maximum of 15 years. However, such eligible employee who applies for separation



pay at the time they first becomes eligible therefore shall have their separation pay under this part (ii) calculated as seven hundred and fifty (\$750.00) dollars multiplied by their completed years of seniority used in (i) above to a maximum of 15 years. If there is a permanent closure of the complete operations of B.D.L. the 15 year maximum is replaced with a 22 year maximum.

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

10.15 In recognition of the Company's current statutory obligations and in further recognition of the adverse consequences of any plant closure upon employees the parties agree to the following in regard to any plant closure which may occur during the life of this Agreement:

- (a) The Company shall, at least ninety (90) days prior to any plant closure, notify the local Union of its intention to close the plant.
- (b) Following receipt of the notification by the Company the local Union may request that the Company meet with the local Union to discuss any and all matters arising as consequence of the plant closure. The Company agrees that promptly upon receipt of such letter it will meet with the local Union and discuss with a view to resolving any matters arising as a consequence of the plant closure.
- (c) Without limiting the generality of the foregoing the Company undertakes and agrees that it will:
  - (i) Make all reasonable efforts to fill declared vacancies at any of its other operations with core employees who have been laid off as a result of plant closure.
  - (ii) Request that other Canadian brewing companies hire at any of their operations core employees who have been laid off as a result of plant closure.

It is further understood that if the Company permanently discontinues an operation the Company will provide all employees with a reasonable period of training to facilitate an employee's seniority rights pursuant to the Collective Bargaining Agreement.

## **ARTICLE 11            SHIFT PREMIUMS**

11.01                    Any shift commencing at or after 6:00 a.m. and before 10:00 a.m. shall be considered the morning shift and any shift commencing at or after 10:00 a.m. and before 5:00 p.m. shall be considered the afternoon shift, and any shift commencing at or after 5:00 p.m. and before 6:00 a.m. shall be considered the midnight shift.

11.02                    Effective June 1, 2014, all employees working the afternoon shift shall receive a premium of sixty five (.65) cents per hour over and above the normal hourly rate for all hours worked. Effective June 1, 2014 all employees working the midnight shift shall receive a premium of eighty five (.85) per hour over and above the regular hourly rate for all hours worked.

11.03                    When an employee in the bargaining unit is assigned to train other employees in the use of PTO, Fork or Driving, a premium of one dollar and twenty five cents (\$1.25) per hour in addition to their regular hourly wage shall be paid for all hours worked as a trainer.

Employees who wish to train other employees will be qualified/certified and assigned by seniority, provided they have the skill and ability to train said employees.

## **ARTICLE 12            PLANT HOLIDAYS**

12.01                    The Company will recognize the following plant holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Victoria Day
Remembrance Day	Canada Day
Christmas Day	Civic Holiday
Boxing Day	<b>National Day for Truth and Reconciliation</b>

and any additional holidays as may be declared by the Provincial or Federal Governments.

If by reason of an election, the Company is prevented from making deliveries to any area, the Company shall, wherever possible, reschedule work in the week so as to avoid layoffs.

If any of the holidays should fall on a Saturday or Sunday, which is an employee's non-working day, then the Company will designate the work day on which it will be observed. It is understood that either the preceding normal working day or the

following normal working day shall be the designated holiday. In order to achieve operational flexibility, the Company may schedule a portion of the workforce to observe the holiday on the Friday and another portion of the workforce to observe the holiday on the Monday.

12.02 Employees will receive eight (8) hours straight time pay for each of such holidays without being required to work on such days provided that:

- (a) the employee has not been absent without permission on the last work day scheduled for them immediately prior to the day on which the said holiday is observed, or the first work day scheduled for them immediately after the day on which the said holiday is observed.
- (b) In cases where an employee has been on Weekly Indemnity or Workers Compensation and is cleared by their physician to return to work prior to or on the holiday, they will be eligible for pay for that holiday.
- (c) If any of the plant holidays above occur during an employee's absence for which they are on Short Term Disability they shall receive the difference between regular pay and the amount they have received from Short Term Disability for such days during such absence up to fifty-two (52) weeks.

12.03 Any employee who is required to work on any of the aforementioned plant holidays shall be paid at the rate of **time and one half** in addition to their regular day's pay of eight (8) hours. **Employees will be paid at the rate of double time for all hours worked in excess of eight (8) hours on a plant holiday.** Hours worked on an observed or designated Holiday will be paid at time and one half.

### **ARTICLE 13 VACATION WITH PAY**

13.01 Any employee who has worked a total of six (6) months either continuously or collectively, prior to April 15, shall receive one (1) week's vacation with pay, plus an additional day for each month of service in excess of six (6) months to a maximum of ten (10) days in any one (1) year.

Employees who have worked less than six (6) months as of April 15 shall receive such vacation entitlement as earned on that date. An employee at termination shall receive payments in accordance with the Provincial Government Legislation.

13.02 All employees with a minimum of one (1) year's seniority on April 15 shall receive two (2) weeks' vacation with pay per year, providing that the employee has not taken vacation under Article 13.01. The Company will provide annually two (2) consecutive weeks vacation if requested by the employee.

13.03 (a) On the anniversary date of an employee, the entitlement for vacations will be as follows:

<u>Years of Continuous Service</u>	<u>Weeks of Vacation</u>
<b>0-1</b>	<b>1</b>
1	2
3	3
8	4
15	5
20	6
25	7

(b) The recognized annual vacation year will be from April 15 to April 14 of the following year.

(c) Employees who attain their 3rd, 8th, 15th, 20th and 25th anniversary date within the vacation year (April 15 to April 14 following year) shall receive their full vacation entitlement within that vacation year, but not before such anniversary date has been attained. Notwithstanding the above, such extra entitlement may be granted in advance by the Company in order to have annual vacations completed within the vacation year in question.

(d) Preferred Part-time employees or Part-time employees who become Core employees shall have their years of service as a Part-time employee credited for the purpose of vacation entitlement. **Upon promotion to Core, employees initial vacation entitlement will be pro-rated based on the number of full months remaining in the vacation year.**

13.04 Notwithstanding the provisions of Article 13.02 and 13.03, an employee must have actually worked ninety (90) days in the previous vacation year to be entitled to their full vacation. Employees who have worked less than ninety (90) days shall receive the vacation pay to which they would otherwise be entitled under Article 13.03 pro-rated to reflect the ratio of the days actually worked to total working days (i.e. regular entitlement x days worked divided by 249).

13.05 If a core employee who would be entitled to vacation leaves the service of the Company without receiving their vacation, they shall be paid for their vacation at the appropriate rate.

13.06 If any of the aforementioned plant holidays fall within an employee's annual vacation period, they shall receive either an additional day's vacation or an additional day's pay.

13.07 The recognized summer vacation period shall be May 15th through September 15th and all core employees who are entitled to paid vacation shall be entitled to have continuous vacation during this period, up to a maximum of three (3) weeks, subject to entitlement, provided that the taking of the vacation does not interfere with the efficient operation of the Company.

13.08 Preferences for the choice of annual vacation periods, with the vacation period defined as being from April 15th to April 14th of the following year, for employees in the Bargaining Unit shall be governed by an employee's seniority within their classification, either Warehouse or Transport. Vacation lists will be posted. All Preferred Part-time employees will have an opportunity to select vacation time following all core employees based on seniority.

The Company shall advise the Union, in writing, of the number of employees that can be scheduled off per classification for the vacation period prior to the posting of the vacation schedule.

Seniority by classification will be used for all pre-booked vacation time submitted by April 1st for the upcoming vacation year. All vacation that has been submitted by April 1st will be finalized and posted by April 14th. Any vacation requests made after the vacation planner has been finalized will be awarded on a first come, first served basis.

Notwithstanding the provisions of this article, the Company shall guarantee each benefit status employee a minimum of one (1) week vacation during the months of July and August each year.

13.09 Employees who have any vacation time in excess of 40 hours, that has not been booked by December 1st shall, by seniority, be scheduled to meet with the Company to book all unused vacation time in excess of 40 hours. In November of each calendar year, the Company shall notify employees of the requirement to book unused vacation time and for the week following December 1st shall post and maintain a current vacation planner in an area accessible to all employees, updating it daily as changes are made. All remaining vacation time shall be booked by January 15th of each year otherwise it will be scheduled by the Company.

13.10 It is understood and agreed that seniority requirements for vacation purposes shall be total service with the Company.

13.11 It is to be understood that with respect to those employees who are entitled to more than three (3) weeks' vacation pay per year, shall take these additional weeks subsequent to September 15.

- 13.12 (a) In the event that an employee becomes seriously ill or is injured after having commenced their vacation, such that they qualify for Weekly Indemnity coverage, they may make arrangements as outlined to postpone their remaining vacation in order to enroll in the Weekly Indemnity Plan.
- (i) The employee shall advise their supervisor of their illness or accident and make arrangements to have the Weekly Indemnity Form completed.
  - (ii) All approved requests will result in the employee's remaining vacation being cancelled the day after the request is received. The remaining vacation time shall be rescheduled at the time mutually agreeable to by the Company and the employee.
  - (iii) Any vacation pay held by the employee for the cancelled period shall be returned to the Company and reissued for the rescheduled vacation period.
- (b) Notwithstanding Article 13.12(a) or any other Article of this Agreement, an employee's annual vacation must be taken in full within one (1) year of becoming entitled to same. Employees who are in receipt of disability compensation allowances, such as Workers' Compensation, Weekly Indemnity, Company paid sick leave, etc., shall within the first one hundred and four (104) weeks of such absence have added to such allowance by the Company, vacation wages so that the employee receives, during their vacation period, the full amount they would have received had they not been disabled, sick, etc., but in no event shall they be entitled to receive more in combined compensation and vacation wages than he would have received were they not in receipt of such disability compensation allowances.
- (c) Effective April 15, 1999, when an employee has scheduled their vacation, but is unable to take it before the end of the vacation year due to being disabled and in receipt of Weekly Indemnity (WI) or Workers Compensation (WCB) benefits, the following shall apply:

- (i) The Employee may elect to top-up their WI or WCB benefits to 100% of the full regular gross daily pay with the outstanding vacation or current entitlements including vacation bonus, lieu time or personal time. It is understood that the outstanding vacation entitlement will be discharged based on one day of top-up being equivalent to one day of vacation. In no event shall the employee be entitled to receive more in combined disability benefits and vacation wages than they would have received were they not in receipt of such disability benefits.
- (ii) Should there be vacation remaining at the end of the vacation year, the Company will permit a carry-over of the remaining vacation entitlement to be used as time off upon their return to work from the WI or WCB claim. In this event, the carried-over vacation must be exhausted by July 15.

13.13 Notwithstanding the provisions of this Article any vacation time without pay will be granted on a first come first served basis following the pre-booking process. Unpaid time off will be granted in accordance with the number of employees that may be scheduled off as outlined above.

Notwithstanding the above, Part-time Employees shall receive vacation pay benefits in accordance with the provisions of the Manitoba Employment Standards.

Part-time employees' vacation pay shall be paid on each cheque, or if requested in writing in advance, the part-time employee may bank their vacation pay for time off. Election of vacation accrual must occur prior to April 1 of each year and time off will be subject to approval using an absence request form. Payment of time off will be made on regular pay periods. The maximum that an employee may bank at any given time is one years' entitlement.

## **ARTICLE 14          UNION MATERIALS**

14.01 Union made materials and machinery shall be given preference where price and quality are equal.

**ARTICLE 15                    GRIEVANCE PROCEDURE AND ARBITRATION**

In the event that any employee alleges a violation of the Agreement, they shall have full recourse to the grievance procedure. The following shall be the recognized procedure for the progressive adjustment of disputes or grievances: within ten (10) full working days of the alleged grievance occurring or becoming apparent, the first step shall be taken. It is understood and agreed that any aggrieved employee has the right to be heard at meetings dealing with their case.

15.01                    **1st Step:** The Shop Steward or full time Union Representative shall take the matter up with the Assistant Operations Manager or the Operations Manager, either with or without the aggrieved employee being present. If no agreement can be reached within five (5) working days the next step shall be taken.

15.02                    **2nd Step:** Within ten (10) working days of the answer received in the first (1st) step the grievance shall be put in writing, signed by the aggrieved employee or designate and the full-time Union Representative and submitted to the Company. The Company shall respond to the grievance in writing within five (5) working days. If the answer received from the 2nd step is not satisfactory to the Union, the grievance can be referred to the 3rd step.

15.03                    **3rd Step:** The full time Union Representative will advise the Operations Manager or their designate that they wish to table the grievance to be discussed at the monthly Union Shop Committee Meeting in an attempt to resolve the issue. The Director of Employee Relations or their designate will be in attendance to discuss the matter with the Operations Manager or their designate. The Company shall respond to the grievance in writing within ten (10) calendar days of the monthly Union Shop Committee meeting.

15.04                    **4th Step:** Failing settlement at the 3rd step, the grievance may be submitted to arbitration or an Industry Troubleshooter (as outlined in Article 15.07) by written notice within sixty (60) calendar days from the date the Union receives the written response of the Company from the 3rd step.

It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator. The Company and the Union having expressed confidence in the ability of the under mentioned persons agree that they shall be called to arbitrate on a rotating basis and in order of their listing:

Gavin Wood  
Kristin Gibson  
**Arne Peltz**



If the Arbitrator whose turn is indicated cannot act within a reasonable time, the next arbitrator listed will be approached. Should all arbitrators listed be unwilling or unable to serve when so approached, the parties will seek to agree on an additional arbitrator and failing that, an unlisted person will be appointed by the Manitoba Labour Board. It is anticipated that the Arbitrator will submit an award within thirty (30) days from the date of the hearing.

The Company and the Union shall jointly be responsible for the expenses of the Arbitrator.

15.05 The full-time Union Representative on behalf of the Union, or the manager on behalf of the Company, may file a policy grievance at second step of the Grievance Procedure. A policy grievance is defined as a dispute between the Union and the Company concerning the interpretation, application, operation or alleged violation of the Agreement, including whether or not a matter is arbitrable.

15.06 Pending arbitration, there shall be no strike or lockout and work shall continue under this Agreement. Arbitration cases to be resolved and/or decision made by the Arbitration Board within a period not exceeding sixty (60) days.

15.07 **Industry Troubleshooter**

- a) Where the parties agree to invoke the use of an Industry Troubleshooter the appropriate process will apply. This process will only apply when both parties agree to utilize the Industry Troubleshooter, should both parties not agree, then the Arbitration process will take place.
- b) As the process is intended to be non-legal, legal counsel will not represent either party during this process. All presentations should be short and concise and are to include a comprehensive opening statement.
- c) Prior to rendering a decision, the Industry Troubleshooter may assist the parties in mediating a resolution to the grievance(s). Where mediation fails or is not appropriate, a decision shall be rendered as contemplated within and may include an immediate verbal award if the parties so agree, with a formal written award to follow. The decision of the Industry Troubleshooter is to be completed and delivered in ten (10) working days of the hearing.
- d) The Industry Troubleshooter shall have the power and authority to conclusively settle the dispute and their decision shall be binding on both parties. The Industry Troubleshooter shall not have the power

to change the Collective Agreement or alter, modify or amend any of its provisions. The Industry Troubleshooter shall have the power to dispose of the grievance in any manner they deem just and equitable.

- e) Any decision of an Industry Troubleshooter will be with prejudice. There will be no precedent set for future cases to be heard the same way.
- f) If either party believes that the Industry Troubleshooter has erred in law or if either party feels that the Industry Troubleshooter's decision has altered the Collective Agreement, either party will have the opportunity to proceed to Arbitration.
- g) The parties will agree to a list of Industry Troubleshooters to hear cases and be jointly responsible for the expenses of the Industry Troubleshooter.
- h) Industry Troubleshooters will be:

John Korpesho  
Harvey Sector

## **ARTICLE 16      WELFARE**

16.01                      When an employee **attends** the funeral or grieves an immediate relative, they shall receive leave of absence for not more than three (3) non-consecutive days (one of which days shall be **to attend the funeral or grieves**) and shall receive eight (8) hours straight time rate of pay for each of such days on which they would otherwise have been working.

For the purpose of the above, immediate relative is defined as parent, step-parent or legal guardian, spouse or common-law spouse, child or stepchild, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent.

In the event of the death of a core or preferred part-time employee's aunt, uncle or cousin, that employee will be granted one (1) off with pay for the purposes of attending or arranging the funeral.

In the event of the funeral of an employee's grandchildren occurring on the employee's regularly scheduled day of work, time off with pay shall be granted to attend the funeral on that day.

**In the event that a probationary employee attends the funeral or grieves the loss of an immediate relative as defined above, they will be granted one (1) day off with pay.**

In the event an employee suffers bereavement during their scheduled vacation, they may contact their Supervisor to cancel their vacation, exercise their bereavement and reschedule the remainder of their vacation time at a later date.

- 16.02
- (a) Whenever employees are required to serve on a regular or coroner's jury during their normal working hours, they shall be granted leave of absence and shall receive the difference between their straight time pay and regular rate of jury pay.
  - (b) When an employee is granted time off during their regular scheduled shift to act as a pallbearer for a deceased fellow employee or pensioner of the Company, they shall be paid at their rate of pay for any lost time incurred on the day of the funeral.
  - (c) An employee subpoenaed to appear as a witness for the Crown shall, upon presentation of a claim supported by proof of having fulfilled such function, be paid the difference between the compensation received from the Crown as witness fees and straight time pay at the regular hourly rate of the employee for their regularly scheduled working time missed. Employees receiving subpoenas shall notify the Company at the earliest opportunity.
- 16.03
- (a) The Company agrees to grant leave of absence without remuneration for a period of not more than twelve (12) months to a core employee who has been elected or appointed as an officer of the Canadian or local Union, if such duties require them to have leave of absence from their Company duties on a full time basis. During such period of leave of absence, the employee's seniority shall continue to accumulate as if they were employed by the Company. The period of time may be extended for a further period on the Union giving one (1) month's notice prior to termination date. An employee who has been granted leave to hold office in the Union shall continue to accrue service entitlement toward service vacation.
  - (b) Employees not exceeding three (3) at any one time will be granted a leave of absence without remuneration from the Company to represent the Union at conferences, provided at least one (1) week's notice is given to the Company and there is no unreasonable interference with Company operations. The duration of such leave of absence shall not be less than one (1) day, nor more than ten (10)

working days. The parties agree that in the event of an emergency situation occurring the employee involved will give at least twelve (12) hours notice to the Company. Three (3) additional employees will be granted leave at any time excluding the summer vacation period and the period from December 15th to January 7th.

With respect to the employees noted in the preceding paragraph the Company agrees to continue the pay and insured benefits of such persons for the period of the agreed leave of absence. The cost of wages and benefits is to be recovered by the Company by deducting the amount owing from the check-off transmitted to the Union.

- (c) Upon written application to the Company from the executive of the Union for education leave for an elected official(s) for the Union, the Company shall grant a total maximum of twenty (20) working days per contract year (June 1st - May 31st), in order to provide educational leave, operational requirements permitting. The first ten (10) working days in the contract year shall be paid by the employer, the last ten (10) working days shall be paid by the Union's Education and Training Trust Fund.
- (d) Effective June 1, 2002, the Company agrees to contribute three (3¢) cents per hour for each hour worked by employees in the bargaining unit into the Union's Education and Training Trust Fund.

Such contributions shall be forwarded to the Union's Trust Fund on a monthly basis, within fifteen (15) days of the Company's accounting period, and shall be accompanied by an itemized statement detailing the names of the employees for whom contributions were made.

16.04 The Pension Plan is part of this Agreement, and the amendments to it are attached hereto. The rates are as follows:

Accrual	NRD	SER
\$47.00	\$2650	\$2300

#### 16.05 **Early Retirement Bonus**

Those employees who elect to retire after age 55 but prior to age 60, and have achieved in excess of thirty (30) years service, shall be entitled to a special retirement bonus of five thousand dollars (\$5,000) for each year that their total credited service exceeds thirty years, pro-rated for incomplete years.

16.06 While participating in Collective Bargaining, the Union committee, consisting of no more than three (3) employees, shall be entitled to paid time off split equally between the Union and the Company. The Company will continue to pay the employees their regular wages and benefits and will remit invoices to the Union for 50% of the costs.

## **ARTICLE 17 SCHEDULE OF WAGES**

17.01 The following schedule of wages is hereby confirmed and shall form part of this Agreement. No employee shall receive less than the following rates of pay for the classification in which they are employed. A regular pay period shall be established by the Company on a two (2) week basis and employees shall receive their pay as mutually agreed upon.

17.02 Employees who are holders of valid St. John's Ambulance Certificates or equivalent may be designated within the plant as First Aid Attendants. These employees shall be assigned on a daily basis on each shift by seniority. The assigned first aider will receive forty-five (45¢) cents per hour in addition to their regular hourly rate for those hours designated First Aid attendants. The first-aider will be announced at the beginning of each shift.

### **17.03 Lead Hands**

Lead hands shall be paid the same rate as the highest rated employees whom they are leading plus an additional one dollar (\$1.00) per hour during such time.

17.04 Unless otherwise expressly provided herein, an employee shall not receive any wages or other allowances such as holiday pay, vacation pay, weekly indemnity, LTD, Workers Compensation, or other similar benefit from more than one source for the same day or part day.

### **(a) Core Employee Wage Rates – Transport and Warehouse**

The following wage progression is applicable to all regular, benefit status employees. Employees on this wage scale will receive wage increases based on actual hours worked.

#### **For Core employees hired prior to May 31, 2017**

<b>Hours Worked as a Core Status Employee</b>		<b>March 1, 2022</b>	<b>March 1, 2023</b>	<b>March 1, 2024</b>	<b>March 1, 2025</b>	<b>March 1, 2026</b>
<b>Wage Rate</b>	<b>Current</b>	<b>\$30.09</b>	<b>\$30.47</b>	<b>\$30.85</b>	<b>\$31.23</b>	<b>\$31.62</b>
					<b>\$31.62</b>	<b>\$32.02</b>

In the event that a preferred part-time employee is awarded a core vacancy, they will move to the start rate listed above, and progress through the wage scale according to actual hours worked in the classification, however, will be immediately entitled to benefit coverage and core employee status.

**For Core employees hired after June 1, 2017**

<b>Hours Worked as a New Core Status Employee</b>	<b>Current</b>	<b>March 1, 2022</b>	<b>March 1, 2023</b>	<b>March 1, 2024</b>	<b>March 1, 2025</b>	<b>March 1, 2026</b>
0-1880	\$22.43	<b>\$22.82</b>	<b>\$23.22</b>	<b>\$23.57</b>	<b>\$23.86</b>	<b>\$24.16</b>
1881-3760	\$23.47	<b>\$23.88</b>	<b>\$24.30</b>	<b>\$24.66</b>	<b>\$24.97</b>	<b>\$25.28</b>
3761-5640	\$24.51	<b>\$24.94</b>	<b>\$25.38</b>	<b>\$25.76</b>	<b>\$26.08</b>	<b>\$26.40</b>
5641+	\$25.56	<b>\$26.07</b>	<b>\$26.53</b>	<b>\$26.93</b>	<b>\$27.26</b>	<b>\$27.60</b>

**(b) Preferred Part-time Employees**

The following wage progression is applicable to all preferred part-time employees. Employees on this wage scale will receive wage increases based on actual hours worked.

<b>Hours Worked as a Preferred Part-Time Employee</b>	<b>Current</b>	<b>March 1, 2022</b>	<b>March 1, 2023</b>	<b>March 1, 2024</b>	<b>March 1, 2025</b>	<b>March 1, 2026</b>
0-1880	\$16.56	<b>\$16.81</b>	<b>\$17.06</b>	<b>\$17.32</b>	<b>\$17.53</b>	<b>\$17.75</b>
1881-3760	\$17.81	<b>\$18.08</b>	<b>\$18.35</b>	<b>\$18.62</b>	<b>\$18.86</b>	<b>\$19.09</b>
3761-5640	\$19.33	<b>\$19.62</b>	<b>\$19.91</b>	<b>\$20.21</b>	<b>\$20.47</b>	<b>\$20.72</b>
5641+	\$21.44	<b>\$21.76</b>	<b>\$22.09</b>	<b>\$22.42</b>	<b>\$22.70</b>	<b>\$22.98</b>

A Preferred Part-time employee earns **\$20.72** when they drive and then when they are in the warehouse they go back to their current rate, until they get to 5641 hours progression.

In the event that a part-time employee is awarded a preferred part-time vacancy, they will move to the start rate listed above, and progress through the wage scale according to their actual hours worked in the classification.

(c) **Part-time Employees**

The following wage progression is applicable to all part-time employees. Employees on this wage scale will receive wage increases based on actual hours worked.

<b>Hours Worked as a Part-Time Employee</b>	<b>Current</b>	<b>March 1, 2022</b>	<b>March 1, 2023</b>	<b>March 1, 2024</b>	<b>March 1, 2025</b>	<b>March 1, 2026</b>
0 - 1880	\$15.03	<b>\$15.57</b>	<b>\$15.88</b>	<b>\$16.20</b>	<b>\$16.52</b>	<b>\$16.85</b>
1881 - 3760	\$16.41	<b>\$17.00</b>	<b>\$17.26</b>	<b>\$17.51</b>	<b>\$17.73</b>	<b>\$17.96</b>
3761 - 5640	\$16.41	<b>\$17.23</b>	<b>\$17.49</b>	<b>\$17.75</b>	<b>\$17.97</b>	<b>\$18.20</b>
5641+	\$16.41	<b>\$17.28</b>	<b>\$17.54</b>	<b>\$17.80</b>	<b>\$18.02</b>	<b>\$18.25</b>

17.05 Core employees will be entitled to either a beer **card for sixty (\$60.00) dollars per month** or a Health Care Spending Account (HCSA) of **seven hundred and fifty (\$750.00) dollars per year**. Core employees must advise the Company in the first week of January of each year as to their preference. Once an employee has elected to take the HCSA they cannot revert back to the beer vouchers for the life of the agreement.

**No later than June 1, 2022, the beer allowance will be provided as a pre-paid card to be loaded by the employer monthly. This card is eligible for brewer purchases at specified stores only.**

17.06 **Retroactive Pay**

All employees in the bargaining unit shall receive full retroactive pay to **March 1, 2022**, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within thirty (30) calendar days following the date of Union ratification of this Agreement and shall be issued to each employee on pay cheques that are separate and apart from the employee's normal earnings.

17.07 **Any Core employee operating a commercial vehicle will be paid a premium of fifty (\$0.50) cents per hour.**

**ARTICLE 18 TERMS OF DOCUMENT**

18.01 This document shall remain in force and effect from **March 1, 2022** to February 28, **2027**, and shall automatically continue from year to year thereafter unless either party serves notice on the other party by registered mail, not more than ninety (90)

days and not less than thirty (30) days prior to the expiration date, that changes are desired therein. When such notice has been given, the parties shall commence negotiations within ten (10) days from date of notification, or at some other mutually agreeable time.

18.02 The changes incorporated in this Collective Agreement shall be effective as stated in the Memorandum of Agreement of **February 4, 2022**.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS                      DAY OF                      , 2022.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**SENIORITY LIST FOR CORE EMPLOYEES**  
**300-1370 Sony Place - 40 Employees**

	Emp. #	Last Name	First Name	Seniority Date	Classification	Posting
C1	2013	Nosaluk	Borys	25-Nov-77	Warehouse	Forklift
C2	2121	Pinette	Eric	25-Oct-99	Transport	T/T Driver
C3	390010	Ross	Greg	1-Jun-04	Warehouse	Quarterback
C4	390011	Nicholson	Robert	20-Jun-06	Warehouse	Layer Picker (Days)
C5	390012	Batenchuk	Mike	18-Sep-06	Warehouse	PTO
C6	9160	Hamilton	Ian	17-Sep-07	Warehouse	Forklift
C7	9177	Rodgers	Greg	23-Apr-08	Warehouse	Forklift
C8	9201	Walker	James	1-Jun-08	Warehouse	Forklift
C9	9311	Palmar	Gary	1-Aug-08	Warehouse	Forklift
C10	9414	Horobetz	Nick	1-Apr-09	Transport	T/T Driver
C11	9391	Hudey	Trevor	1-May-10	Transport	T/T Driver
C12	12967	LaRiviere	Al	1-Jun-11	Transport	Driver
C13	12959	Lovstad	Gene	8-Oct-11	Transport	Driver
C14	12951	Unger	Les	1-Dec-11	Transport	Driver
C15	12808	Dahm	David	1-Feb-12	Warehouse	Stock Receiver (Days)
C16	300014	Later	Andrew	1-Jun-12	Transport	Driver
C17	300028	Meisner	Greg	1-Aug-12	Warehouse	Can Densificationer
C18	300147	Calungsod	Arnul	10-Aug-12	Warehouse	Forklift
C19	300179	Paran	Richmond	1-Apr-13	Warehouse	Forklift
C20	300202	Hagues	Mark	1-May-14	Transport	Driver
C21	300168	Arellano	Laarni	2-Jun-14	Warehouse	Forklift
C22	300171	Segui	Francis	2-Jun-14	Warehouse	PTO
C23	300183	Segui	Mon Vincent	4-Jan-16	Warehouse	PTO
C24	300187	Salopagio	Alberto	11-Jan-16	Warehouse	Stock Receiver (AFT)
C25	300188	Cumayas	Ruel	2-May-16	Warehouse	PTO
C26	300169	Uminga	Bob	30-Aug-16	Warehouse	Layer Picker (AFT)
C27	300316	Hossain	Mohammed	1-May-17	Transport	T/T Driver
C28	300097	Presno	Menardo	1-Nov-17	Warehouse	PTO
C29	300109	Bolante	Cesar	1-Nov-17	Transport	Shunter
C30	300315	Jamon	Ryan	15-Aug-18	Transport	PTO
C31	300254	Arnuevo	Peter	1-Feb-19	Transport	PTO
C32	300310	Melendez	Jose	21-Jan-20	Transport	PTO
C33	300538	Ramsay	Micheal	1-Feb-20	Transport	PTO
C34	300698	Neri	Dan'el	15-Jun-20	Transport	PTO
C35	300651	Ojemuyiwa	Tunde	1-Sep-20	Transport	PTO
C36	301082	Gurm	Amandeep	4-Jan-21	Transport	PTO
C37	400820	Tolete	Vincent	21-Jun-21	Transport	PTO
C38	401213	Estrada	Emmanuel	7-Nov-21	Transport	PTO
C39	401382	Gera	Aditya	7-Nov-21	Transport	PTO
C40	12833	Lavallee	Leo	14-Dec-21	Transport	PTO

**LETTER OF UNDERSTANDING #1****BETWEEN:****BREWERS' DISTRIBUTOR LTD.****AND****UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832****Minimum Number Of Employees In The Core & Preferred Part-Time**

Notwithstanding any other provisions in the Collective Agreement during the terms of this agreement the parties agree that the minimum number of employees during the period this branch is in operation shall be forty (40) core employee and seven (7) Preferred Part time employees. In the event that the actual number of core employees drops below the core number as a result of any voluntary severance or enhanced retirement options, the core number will be revised down accordingly. If the number of core employees drops below the core number due to other forms of attrition then the Company will move the senior qualified Preferred Part-time employee to core status. In order to replenish the seven (7) Preferred Part Time employees, the Company will post the position for the Part-Time Employees to apply for. Should no qualified applicants apply, the Company may recruit externally for Class 1 drivers to fill the vacant Preferred Part-Time positions. The core number shall be reviewed annually by both parties and upon mutual agreement may increase or decrease in response to changes in volumes or methods of operation.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2022.**

**FOR THE UNION:****FOR THE COMPANY:**

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**LETTER OF UNDERSTANDING #2****BETWEEN:****BREWERS' DISTRIBUTOR LTD.****AND****UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**

The following items have been mutually agreed to, but are not forming part of the Collective Agreement, for the period June 1st, 2017 to February 28, 2022.

1. The Company agrees that the Manitoba Health Services Commission rebates will continue to all employees currently receiving them.

2. **Driver's Licenses**

- (a) **Suspended Driver's Licenses**

Notwithstanding any other provisions in the Collective Agreement, B.D.L. and Local 832, being concerned with an employee's welfare and continued employment should they lose or have their driving privilege suspended by the Department of Motor Vehicles, the courts, or their agents, agree to the following:

1. An employee who must vacate their drivers position because their driver's license is suspended by the Motor Vehicle Branch or by the courts, shall be employed as a power transporter operator (at the applicable rate of pay), provided they are capable of performing the work required of them.
    2. An employee who must vacate their driver's position, pursuant to point (1) above, and who regains their driver's license within six (6) months of their suspension shall regain their drivers posting at that time.
    3. An employee who must vacate their driver's position, pursuant to point (1) above, and after six (6) months does not regain their driver's license shall become reclassified as a power transporter operator and their drivers posting shall be posted.

(b) **Loss of Driver's Licenses - Medical Reasons**

1. An employee who loses their driver's license because of medical reasons shall be allowed to work as a power transport operator (at the applicable rate of pay) provided they are capable of performing the work required of them.
2. The Company will keep their drivers position open for their return.
3. When the employee receives their driver's license, they will revert to their drivers posting.
4. If the driver cannot return to their position due to medical reasons, their position will be posted.

(c) **Licenses**

1. All employees will be expected to provide proof of a valid driver's license to B.D.L., including the taking of a photocopy if requested by B.D.L. Management.
2. All employees will provide consent to enable B.D.L. to obtain a "Driver's Abstract" if requested by B.D.L. Management.
3. Such requests will only be made of employee who may be required to operate B.D.L.'s vehicles in the performance of their duties.

**3. Access to Employee Files**

The Company and the Union agree that each employee will have one employee file. Employee files may reside at the Company's Head Office in, **Bolton**, Ontario. From time to time a temporary file may be opened by a Supervisor or Manager for the purpose of conducting an investigation or responding to an issue in the workplace. Temporary files may contain personal and confidential information and will be located in a secured cabinet with controlled access while they are at the branch. Once it has been determined that a temporary file is no longer necessary, the Supervisor or Manager responsible for the file will ensure it is closed and the employee information is transferred to the employee's file at the Company's Head Office. The parties acknowledge there may be a delay of up to fourteen (14) calendar days in transferring information from a temporary file to an employee file.

Employees are permitted to access their file for the purpose of reviewing all general and disciplinary information and documents contained within it **no more than once per year**. All requests to access employee files must be made in writing, fourteen

(14) calendar days in advance to the employee's Supervisor or Manager. Following the receipt of the request to access their employee file, the Supervisor or Manager will arrange a mutually agreeable time during which the employee can review their file in the presence of a Supervisor or Manager. Employees may make copies of documents in their file, but may not remove or alter any of these documents. The parties agree that employees cannot review their files during working hours and will not be paid for the time spent reviewing their files. Employees may provide a written response to any document contained in their employee file and a copy shall be placed in the employee file.

It is understood that files will not contain information pertaining to Workers Compensation, Weekly Indemnity and Long Term Disability claims. This information should be requested through the appropriate third party.

#### **4. Preferred Part-time Staffing**

The parties agree to meet once per calendar year at the JLM in which the ORC will take place to discuss any issues surrounding preferred part-time staffing levels and possible future solutions in the process of filling the preferred part-time vacancies. Both the Union and Company negotiators will be invited to be in attendance at this annual meeting.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2022**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**BREWERS' DISTRIBUTOR LTD.**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**

**Defined Contribution Plan**

All employees who become eligible to join the pension plan after May 31, 2008 will join a new defined contribution arrangement. Employees who became eligible before June 1, 2008 will remain in the existing Manitoba Hourly pension plan.

The eligibility requirements for the defined contribution arrangement will be consistent with the existing Manitoba Hourly pension plan. Benefit status employees who have completed one hundred and thirty (130) days of work with the Company within any twelve (12) month period or any other employee who has completed two (2) consecutive years of employment and earned at least twenty-five percent (25%) of the YMPE in two (2) consecutive calendar years are eligible to participate in the following defined contribution pension plan on the first day of the month after meeting these qualifying conditions.

The Company will contribute a base of two percent (2%) of the employee's base straight-time earnings excluding premiums. This will change to two and a half percent (2.5%) effective 2016. In addition, the Company will contribute fifty percent (50%) of the employee's optional contributions up to the limits as per the table below. The employee's optional contributions will be a percentage of the employee's base straight-time earnings excluding premiums. The percentage of the employee's and Company's contributions will be as follows:

<b>Years Eligible to participate in the DC Pension Plan</b>	<b>Company Base Contributions</b>	<b>Employee Contributions Eligible for 50% Match</b>	<b>Maximum Company Match</b>	<b>Total Contributions (Company + Employee)</b>
Year 1	2.0%	2.5%	1.25%	5.75%
Year 2	2.0%	3.5%	1.75%	7.25%
Year 3 +	2.5%	4.5%	2.25%	9.25%

Employees will have the opportunity to invest pension contributions in a range of investment options, each offering varying degrees of risk versus return potential. The

Company is responsible for the investment structure (i.e. number and type of investment options, etc.) and implementation decisions (i.e. investment manager selection, etc.)

The Company shall assume all legal and trustee costs for setting up the Pension Plan. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the relevant plan documents as determined by the carrier and that plan design is subject to approval of the relevant government authorities.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2022**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**LETTER OF UNDERSTANDING #4****BETWEEN:**

**BREWERS' DISTRIBUTOR LTD.  
AND  
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**

**Part –Time Preferred Employees Scheduling**

**All new (PPT) Preferred Part-Time Employees will be scheduled Monday to Friday only unless the demands of the business dictate otherwise.**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2022**

**FOR THE UNION:****FOR THE COMPANY:**

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**LETTER OF UNDERSTANDING #5****BETWEEN:**

**BREWERS' DISTRIBUTOR LTD.  
AND  
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**

**New Hires Wage Rate**

For the period of March 1, 2022 until February 28, 2023, all employees hired into the Part-Time Employee category will begin at the second step of the wage grid. Management reserves the right to review and extend this annually as desired.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2022**

**FOR THE UNION:****FOR THE COMPANY:**

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**LETTER OF INTENT****BETWEEN:****BREWERS' DISTRIBUTOR LTD.****AND****UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**

The Company will provide copies of all work rewards programs and policies to the Shop Stewards and/or the Full Time Union Representative prior to implementation.

**BREWERS' DISTRIBUTOR LTD.****RETIREMENT PLAN FOR WAGE EMPLOYEES****INTRODUCTION**

This description is a summary of the major provisions of your Retirement Plans. In the event of any inconsistency or misunderstanding, the benefit will be administered according to the official Plan documents and application legislation.

The benefits earned under the previous brewery plans have been integrated with those available under this Plan. However, there are special provisions for members of these previous plans which are not detailed in this summary.

Pension plans and the legislation governing them are complex. To help you understand your Plan, there is a Glossary of terms at the back of this summary. Terms that are included in the Glossary will be in bold form when they appear in this description.

**JOINING THE PLAN**

You join the Plan on the earlier of

- (a) the first day of the month coincident with or next following the completion of one hundred and thirty (130) working days in a twelve (12) month period or
- (b) the completion of two (2) years of employment provided you are a member of the Union.

**CONTRIBUTIONS**

You make no contributions to the Plan. The Company contributes the entire cost of the benefits provided under the Plan, as well as paying the full cost of administering the Plan.

**YOUR PENSION BENEFIT AT RETIREMENT**

There are six (6) different kinds of retirement and different benefits are, or may be payable for each kind of retirement. To understand the different kinds of retirement, note carefully the definitions of years of service and years of credited service shown in the Glossary.

## CALCULATION OF BASIC PENSION

Your Basic Pension payable monthly at your normal retirement (age 65) is equal to the sum of the monthly pension listed below in the first column multiplied by your years of Credited Service between each of the dates listed below in the second column:

<b><u>Amount of Monthly Pension</u></b>		<b><u>Your Years of Credited Service</u></b>
\$ 9.00	x	prior to June 1, 1977
12.00	x	from June 1, 1977 to May 31, 1980
13.00	x	from June 1, 1980 to May 31, 1981
14.00	x	from June 1, 1981 to May 31, 1982
15.00	x	from June 1, 1982 to May 31, 1983
16.50	x	from June 1, 1983 to May 31, 1984
17.25	x	from June 1, 1984 to May 31, 1985
19.00	x	from June 1, 1985 to May 31, 1986
19.50	x	from June 1, 1986 to May 31, 1987
20.00	x	from June 1, 1987 to May 31, 1988
26.00	x	from June 1, 1988 to May 31, 1989
27.00	x	from June 1, 1989 to May 31, 1990
28.00	x	from June 1, 1990 to May 31, 1991
30.00	x	from June 1, 1991 to May 31, 1992
31.00	x	from June 1, 1992 to May 31, 1993
32.00	x	from June 1, 1993 to May 31, 1994
34.00	x	from June 1, 1994 to May 31, 1995
35.00	x	from June 1, 1995 to May 31, 1996
36.00	x	from June 1, 1996 to May 31, 1997
37.00	x	from June 1, 1997 to May 31, 2004
39.00	x	from June 1, 2004 to May 31, 2005
41.00	x	from June 1, 2005 to May 31, 2008
45.00	x	from June 1, 2008 to May 31, 2014
47.00	x	on and after June 1, 2014

## 1. Normal Retirement Pension

Your normal retirement date is the first of the month on or after your 65th birthday. You will receive a monthly Basic Pension as determined above. You will also be entitled to monthly lifetime supplement if the sum of your Basic Pension and the amount of your Canada Pension Plan (CPP) Retirement Pension is less than a certain amount.

If you have completed thirty (30) years of Credited Service at your retirement date, the Lifetime Supplement is equal to the amount which, when added to your Basic Pension and Canada Pension Plan Retirement Pension, will total the following minimum pension amount:

\$2,570 if you retire on or before May 31, 2014  
\$2,650 if you retire on or after June 1, 2014.

If you have completed less than thirty (30) years of Credited Service at your retirement date, the Lifetime Supplement will be equal to the amount by which the minimum pension amount above exceeds the Canada Pension Plan Retirement Pension, multiplied by the fraction obtained by dividing thirty (30) into your years of Credited Service subject to a maximum of thirty (30) years, then reduced by your Basic Pension.

## 2. Special Early Retirement Pension

If you are age 60 and have completed at least thirty (30) years of Credited Service, you can elect Special Early Retirement. Your Basic Pension will be calculated as above with no reduction for early payment.

You will also receive a temporary Supplement payable until you are first eligible to receive an unreduced CPP Retirement Pension at age 65. This temporary Supplement is equal to the amount which, when added to your Basic Pension, produces the following total minimum pension amount:

\$2,225 if you retire on or before May 31, 2014  
\$2,300 if you retire on or after June 1, 2014

At age 65, your temporary Supplement will be replaced by a Lifetime Supplement. This monthly Lifetime Supplement is the amount which, when added to your Basic Pension and the unreduced CPP Retirement Pension, produces the following total minimum pension amount:

\$2,570 if you retire on or before May 31, 2014  
\$2,650 if you retire on or after June 1, 2014

In addition to this Lifetime Supplement, you may also be entitled to an additional supplement if you retire before May 31, 2014. This additional supplement will be the amount which is required to produce the total minimum pension indicated above that would have been payable if you were then retiring at your normal retirement date, based on the normal retirement total minimum pension and unreduced CPP Retirement Pension payable at that date, and your Basic Pension including any Escalation Benefits\* accrued to your normal retirement date. This additional supplement will be added to and form part of your Lifetime Supplement.

\*See Escalation Benefit Section

### 3. **85 Point Retirement Pension**

A member retiring after having attained age 55 and whose age plus years of credited service total 85 or more (but prior to having qualified for Special early Retirement) is entitled to an immediate accrued pension equal to the amount of accrued vested pension to their credit for service to date of early retirement. In addition, such member shall be entitled to a lifetime supplement calculated as if the member had attained age 65 on their date of retirement but using their current unreduced vested accrued pension and their related credited service, the full unreduced Canada Pension Plan Retirement benefit and the normal retirement minimum pension all determined as of the member's actual date of retirement.

### 4. **Early Retirement Pension**

You may elect early retirement on the first of any month after you have reached age 55 and have completed at least ten (10) years of Service.

Your Basic Pension will be calculated as above, based on your Credited Service to your early retirement date and then reduced by 1/3% for each month (4% for each year) your early retirement date precedes your normal retirement date.

Your Lifetime Supplement will be calculated as in Normal Retirement Pension above (using your Basic Pension before adjustment for early payment) and then reduced by 1/3% for each month your early retirement date precedes your normal retirement date.

### 5. **Postponed Retirement Pension**

If you continue to work after age 65, you can remain an active Plan member until your postponed retirement date or age 69, if earlier. In this case, your Basic Pension and Lifetime Supplement will be calculated as in Normal Retirement Pension but using your Credited Service and CPP Retirement Pension as the date of your actual retirement.

You can also choose not to continue as an active Plan member while continuing to work past your normal retirement date. In this case, the pension you will receive at your postponed retirement date will be:

- the pension you would have received on your normal retirement date based on Credited Service up to that date, plus
- any Escalation Benefits\* you would have received if you had retired on your normal retirement date, plus
- the additional pension which can be provided from the savings to the Plan as a result of your postponed retirement.

\*See Escalation Benefit Section

## 6. **Partial Disability Retirement Pension**

If you become disabled but do not qualify for benefits under the Company's Weekly Indemnity and Long Term Disability Plans, you may qualify for retirement benefits from this Plan. To qualify, you must

- (a) be at least age 50 and have completed at least ten (10) years of Service,
- (b) prove on the basis of medical evidence that you are unable to perform your own work or any work which the Company may have available, and
- (c) mutually agree with the Company that you are to be retired.

You will not be able to retire until you have used up any sick pay or Company disability benefits to which you are entitled.

You will be required to provide medical evidence of continuing disability from time to time; however, evidence will not be required more than once each twelve (12) months.

If you qualify for partial disability retirement, your Basic Pension will be calculated as in Normal Retirement Pension using your Credited Service to the date of your partial disability retirement.

You will also receive a temporary Supplement payable until you are first eligible to receive CPP Disability Pension, but not after age 65. The monthly amount of this temporary Supplement is equal to:

$$\begin{aligned} & \$14.00 \times \text{your years of Credited Service} \\ & \text{(to a maximum of 30 years)} \end{aligned}$$

## **ESCALATION BENEFIT**

On the January 1st following your retirement, the amount of your Basic Pension and Lifetime Supplement will be increased by an amount called your Escalation Benefit. The amount of the Escalation Benefit is tied to the Consumer Price Index (CPI) and is subject to a maximum of 2%. Depending on the change in the CPI, your Escalation Benefit may increase every January 1st.

If your Spouse becomes entitled to a pension on your death, they will continue to receive 60% or 2/3 of your Escalation Benefit (depending on the payment option elected at retirement as described under Pension Payments).

The Temporary Supplements payable only to age 65 on Special Early Retirement or Partial Disability Retirement will not be taken into account in determining your Escalation Benefit.

Pensionable service after May 31, 2014 will not be eligible for indexing. Any service (to a maximum of thirty (30) years) prior to May 31, 2014 will continue to be eligible for indexing.

## **PENSION PAYMENTS**

Your first pension payment will be made on the day you retire. The monthly pension will continue for as long as you live, and cease on your death. Legislation in Manitoba requires that if you have a Spouse at retirement, your Basic Pension and Lifetime Supplement must be paid in a reduced amount during your lifetime with at least 2/3 of your pension continuing to your Spouse for their lifetime in the event of your death, unless your spouse signs a waiver of this right. The reduced amount of pension payable to you will be actuarially determined based on the ages of you and your Spouse. If your Spouse decides to waive the right to this required form of pension, they must sign a prescribed form within fifteen (15) days of the date you receive your retirement statement.

If you and your Spouse waive the form of pension described above, the Plan provides another spousal pension option named the Alternative Monthly Pension. Your Basic Pension and Lifetime Supplement will be reduced by 10% during your lifetime, and upon your death, your spouse will continue to receive 60% of your pension for their lifetime. However, if your Spouse is more than ten years younger than you, your pension will be actuarially reduced to account for the age difference in excess of ten (10) years. If your



Spouse decides to waive the right to this Alternative Monthly Pension, they must sign a prescribed form within twelve (12) months before your pension payments begin. In the event of the member's death prior to age 65, 60% of the SER bridge will continue to the spouse for the remainder of the bridging period.

## **DEATH BENEFITS**

### **1. Death After Retirement**

The benefits payable in the event of your death after retirement will depend on the form of pension you chose at retirement. See Pension Payments above for more information.

### **2. Death Before Retirement**

If you die after your 55th birthday and completion of ten (10) years of Service, and have a Spouse, then a monthly pension is payable to your Spouse as if you had retired on your date of death and elected the Alternative Monthly Pension described above in Pension Payments.

If you die before becoming eligible for early retirement and you have at least five (5) years of Service, your Spouse will receive a lifetime pension based on the Commuted Value of your Basic Pension for Service after January 1, 1985, and up to the date of your death. In lieu of this pension, your Spouse may elect to transfer the value of this pension to another Registered Retirement Plan or a restricted registered retirement savings plan (RRSP) to provide retirement income at a later date. Your Spouse must make election to transfer within thirty (30) days of the date they receive the statement of benefit entitlement from the Plan. If you have no Spouse, the value of this pension will be paid in a lump sum to your beneficiary or estate.

## **IF YOU LEAVE THE COMPANY**

If you have at least two (2) years of Credited Service or five (5) years of Service when you leave the Company, you will be entitled to a Basic Pension and Lifetime Supplement payable at your normal retirement date calculated as shown in the Normal Retirement Pension section using your Credited Service at the date of your termination and determining the total minimum pension amount using your termination date.

You may elect to have the value of the deferred pension transferred to another registered pension plan or to a personal RRSP provided you make the election within thirty (30) days of the time you receive your statement of termination benefits and provided that the recipient agrees to treat the funds as a deferred life annuity. That means, if you elect the

transfer, you may not receive the benefit as a lump sum later; the funds must be used to provide you with a lifetime annuity.

If you elect to leave your deferred pension in this Plan, you may receive your pension at any time after age 55. The monthly amount of the pension will be actuarially reduced to account for payment before your normal retirement date.

If you elect to leave your deferred pension in this Plan and later die before pension payments have started, your Spouse will receive a lifetime pension based on the Commuted Value of your Basic Pension for Service after January 1, 1985. In lieu of this pension, your Spouse may elect to transfer the value of this pension to another registered pension plan or a restricted registered retirement saving plan (RRSP) to provide retirement income at a later date. Your Spouse must make election to transfer within thirty (30) days of the date they receive the statement of benefit entitlement from the Plan. If you have no Spouse, the value of this pension will be paid in a lump sum to your beneficiary or estate.

## **MARRIAGE BREAKDOWN**

In Manitoba, when a legal or common law marriage breaks up, the pension credits are divided between the spouses. This means that 50% of the value of the benefit earned will be transferred to another registered retirement plan to which the Spouse belongs or to an RRSP. In either case, the payment may be used only to provide an annuity for the lifetime of the Spouse.

In order to be recognized, legislation requires that a common law relationship must be declared in writing on a prescribed form.

## **PRIOR PLAN BENEFITS** (for service to April 1, 1976)

If you were a member of a previous pension plan for service prior to April 1, 1976, with certain previous employers, your benefits from that plan have been transferred to this Plan.

Your period of membership in the previous plan will be included in determining your total years of Credited Service, and any pension benefit under the previous plan is taken into account in determining the amount of any Lifetime Supplement, Temporary Supplement, and Alternative Monthly Pension payable under this Plan.

## **GETTING MORE INFORMATION**

Each year you will receive a personal statement outlining your position in the Plan.

In the event of your termination, retirement, or death, written statements detailing the benefits available will be prepared for you or your beneficiary.

The Human Resources Department will be glad to answer any questions you may have.

## **OTHER PROVISIONS**

Proof of age (and, if applicable, proof of your Spouse's age) is required before a pension can be paid.

Benefits under this Plan may not be assigned or pledged as security for a loan.

## **GLOSSARY**

### **Alternative Monthly Pension**

The spousal pension provided by the Plan as described in the Pension Payments Section.

### **Canada Pension Plan Disability Pension (CPP Disability Pension)**

The monthly disability pension which would be payable to you under the provisions of the Canada Pension Plan Act if your disability is so severe and prolonged that you are unable to secure regular, substantially gainful employment. This benefit begins at the fourth (4th) month of disability and continues until you recover, die, or reach age 65. At age 65, this benefit is replaced by the Canada Pension Plan Retirement Pension.

### **Canada Pension Plan Retirement Pension (CPP Retirement Pension)**

The unreduced monthly pension which would be payable to you under the provisions of the Canada Pension Plan Act, assuming you made maximum contributions during your contributory period and had attained age 65 at your termination or retirement date.

### **Commuted Value**

The lump sum dollar equivalent of a monthly lifetime pension.

### **Credited Service**

The amount of time during which you were a member of this Plan; the amount is the total determined as follows:

- (a) if you work 1800 or more hours in a calendar year, you get one (1) year of Credited Service (if you work less than 1800 hours in a calendar year, you get a fraction of a year of Credited Service);
- (b) whether you work the hours or not, any hours fully paid by the Company except for hours paid from the Guaranteed Wage Plan, the Vacation Bonus Plan or the Sick Leave Plan count as Credited Service;

- (c) you will be credited with your regular hours of work for any period of absence during which you are totally disabled and receive disability benefits from the Company's Weekly Indemnity and Long Term Disability Plans or Workers Compensation.

### **Lifetime Supplement**

The monthly pension supplement payable for your lifetime.

### **Plan**

The BREWERS' DISTRIBUTOR LTD. Pension Plan for Hourly Employees in Manitoba

### **Service**

The amount of time from the later of:

- (a) the date you began working for the Company as a member of the Union, and
- (b) the date six (6) months before the date you first joined this Plan to the date you terminate employment or receive a pension from the Plan.

### **Spouse**

Legal or common law spouse provided your common law spouse is publicly presented by you as your spouse and you have lived together for at least one (1) year (three(3) years if either of you is prevented by law from marrying each other). In order to be recognized, you must declare your common law relationship on a prescribed form.

### **Temporary Supplement**

The monthly pension supplement payable only to the earlier of your date of death or age 65.

### **Union**

The United Food and Commercial Workers Union, Local No. 832.

## EXHIBIT ONE

### TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the United Food & Commercial Workers Union, Local 832, and Brewers Distributor Ltd. contain the following statements:

“The Company shall retain in its employ within the Bargaining Unit as outlined in Article 3 of the Collective Agreement, only members of the Union in good standing.

“The Company shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by regular and proper vote of the membership of the Union. The Company further agrees to deduct the Union dues automatically from the wages of new or rehired employees’ first pay. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Company’s four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly written electronic remittance of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Company shall also provide the Union, when remitting the monthly cheque, with the names of employee’s and name change of employees.”

Please complete the Membership Application (sample below) immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office (1412 Portage Avenue, Winnipeg MB R3G 0V5) within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		UFCW LOCAL 832		United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS NATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (MM/YY)	WORKER'S RANCH NO.		
MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE	I hereby authorize the use of my S.I.N. for identification purposes and to verify union dues received and make payments to me as stated below. (Cross out if not applicable.)		
PREFERRED LANGUAGE	E-MAIL ADDRESS	DATE OF HIRE (MM/YY)					
EMPLOYER NAME	TELEPHONE	BIRTH DATE (MM/YY)					
CLASSIFICATION	EMPLOYMENT	FULL-TIME		CASUAL		OTHER	
I hereby declare that the information provided is true and correct. I agree that all monies paid by me shall be for the purpose of membership in the United Food & Commercial Workers Union, Local No. 832. I agree to the use of my personal information for the purposes of collective bargaining and to verify union dues received and make payments to me as stated below. (Cross out if not applicable.)		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE			

*Visit the Union's website at [www.ufcw832.com](http://www.ufcw832.com) for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-6952.*

**LETTER OF UNDERSTANDING**

BETWEEN

**BREWERS' DISTRIBUTOR  
LTD.**

a body incorporated under the laws of the Province of Manitoba, with Head Office in the City of Winnipeg in said Province, hereinafter referred to as the "Company",

AND

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL NO. 832,**  
chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

**ARTICLE 9 WEARING APPAREL - SAFETY**

As per Article 9, the parties agree on a go forward basis until the end of the current collective agreement that should an employee pass their probationary period, after the March clothing allowance they will receive the full payment for that year.

If an employee completes their probation prior to the March payment (January or February) they will wait until everyone receives the payment in March.

No employee will receive the payment twice in one year.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS DAY OF , 2023**

**FOR THE UNION:**

**FOR THE COMPANY:**

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