

AGREEMENT

between

BREWERS RETAIL INC.

(Operating as The Beer Store)
hereinafter referred to as the "Employer"

and

**UNITED FOOD and COMMERCIAL WORKERS UFCW
LOCAL UNION 12R24**

hereinafter referred to as the "Union".

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and

UNITED FOOD and COMMERCIAL WORKERS
UFCW LOCAL UNION 12R24.
hereinafter referred to as the "Union".

PREAMBLE

The purpose of this Agreement is to establish and maintain satisfactory working conditions, hours and wages, to provide an amicable method of settling differences or grievances which might arise, and to maintain harmonious relations between the Employer and all employees covered by this Agreement. It is agreed that such relations will assist the Employer in the most efficient operation of its business. However, this Preamble shall not conflict with contractual arrangements as set out in the body of the Agreement.

SECTION 1: UNION RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees employed at its London distribution centre and Windsor Cross Dock operations only employed as warehouse clerks save and except office staff, and persons of a supervisory capacity such as Supervisor or Manager, those above the rank of Supervisor or Manager, having the authority to employ or discharge or discipline employees.

1.02 The Employer hereby consents and agrees to recognize a negotiating committee of employees selected by the Union which may be assisted by representatives of the Union's choice and to deal with the said committee for the purpose of negotiating a new or amended Collective Agreement at the proper time or to deal with any matter properly the subject of negotiations which the parties may mutually agree to discuss during the term of the Agreement.

SECTION 2: UNION SECURITY

2.01 All present "regular" employees employed in the bargaining unit as described above, shall, as a condition of employment, become and remain members of the Union.

2.02 "Probationary" employees employed in the bargaining unit as described above, shall, as a condition of employment, obtain and maintain permit cards during their probationary period. However, upon completion of their probation, they shall apply for, and maintain, membership in the Union.

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

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

2.05 The Employer will accept dues deduction forms on a voluntary revocable basis for regular and probationary employees for dues. The Employer will accept on thirty (30) days' notice from recognized Local Union Officers, changes in the weekly dues for members who have submitted dues deduction forms. Such changes to not be more frequent than three (3) per year. The Union agrees to supply the Employer with a current list of recognized Union Officers.

2.06 Part Time employees will have dues deducted on the basis as set out by UFCW Local Union 12R24. Changes not to be more frequent than three (3) per year.

2.07 All funds shall be remitted to the Union Secretary not later than the twentieth (20th) day of the following month for weekly and hourly deductions; together with a list, in duplicate, of the employees covered.

SECTION 3: HIRING PRACTICES

3.01 There will be three (3) classes of employees:

(a) "Regular" employees mean those so classified under the terms of the expired Collective Agreement.

a. London to have 3 full time employees

(b) "Permanent Part-Time"

a. London to have 1 PPT employee

b. Windsor to have 1 PPT employee

(c) All other employees will be classed as "Part Time"

New hires into the Part Time Classification will have employee status after having successfully completed a three (3) month probationary period. New hires who fail to perform satisfactorily will not be offered any further hours of work and will be separated from employment. Such decisions to terminate will be made with due consideration and not in an arbitrary or discriminatory manner.

During the probationary period the termination of a Part-Time Employee shall be at the sole discretion of the employer and may not be made the subject of a grievance or arbitral review.

3.02 It is recognized by the Union and the Employer that it is to the advantage of both parties to maintain as stable a regular staff as conditions will permit. It is agreed, therefore, that the Employer must be free to employ "part time" employees for seasonal, casual or part-time work.

3.03 The Company agrees to maintain the staffing numbers for Full-Time as listed in 3.01. In the event that one of these positions becomes available as a result of retirement, death, voluntary exit, dismissal, promotion to positions outside of the bargaining unit or definition change under the terms of the Long Term Disability benefit, the Company agrees to replace them within thirty (30) days.

**SECTION 4:
HOURS OF WORK &
OVERTIME CONDITIONS**

4.01 Conditions of the Employer's business are such that warehouses must be operated for hours that are longer than the basic hours of work.

4.02 The basic work week shall consist of five (5) eight (8) hour days, Monday to Sunday. In the event the Company wishes to schedule the work week to consist of four (4) ten (10) hour shifts, the parties agree to meet to discuss how this will be implemented in advance. Shifts will be scheduled in 30 and 60 minute increments. Scheduling of Sunday to be agreed to locally.

Any time worked in excess of basic hours in any one (1) day shall be paid for at time and one-half of the basic wage rate, and hours worked in excess of eleven (11) hours in a day shall be paid for at the rate of double time. Any time worked in excess of basic hours in any one (1) week shall be paid for at time and one-half of the basic wage rate.

4.03 During a week in which a paid holiday occurs, the basic hours of work shall be reduced by one (1) eight (8) hour day (or 10 hour day for those employees who regularly work 4x10 hour shifts) for each paid holiday observed.

4.04 An employee will not be paid at the rate of double time or time and one-half and at the rate of time and one-half for the same hour worked.

4.05 Overtime is to be calculated on the following basis:

15 minutes and over equals 1/2 hour;
45 minutes and over equals 1 hour.

4.06 It is agreed that it is the function of the Employer to determine when overtime is necessary and to schedule overtime work. However, both parties agree that overtime as such is undesirable, and every effort will be made to keep it to a minimum in relation to the above circumstances.

4.07 It may be necessary for an employee to work on what would have been his/her day off. However, he/she may be excused provided that satisfactory arrangements can be made.

4.08 It is agreed that it is the function of the Employer to schedule regular hours of work. On each Wednesday before 12:00 (noon), the schedule of hours to be worked on each day of the following week shall be posted with a copy to the Local Union on request. This schedule will set out the hours for London and Windsor clerks within the London distribution centre and Windsor Cross Dock, and will give particulars of the names of those employees who are scheduled to be

laid off or scheduled to report for less than full regular hours, or for work assignments other than regular working hours in lieu of layoff.

It is understood the employees scheduled for full regular hours and those regular employees who are scheduled for part time or work assignments other than their regular assignments will be paid for at least the number of hours so scheduled for the week if they are not given the opportunity to work at least the number of hours scheduled for them. Without changing the schedules posted pursuant to the preceding paragraph where because of some emergency situation or because of illness or absence of scheduled employees, an employee may be requested to take over a work assignment different from that posted for him/her, provided he/she is given four (4) working hours' notice of such change, and further provided that at least seven (7) hours' time will elapse from the end of the posted assignment to the commencement of the new assignment.

If these two (2) conditions are not met, the employee shall be paid at the rate of time and one-half for all hours worked out of his/her regular hours on the first day worked on the new assignment. However, the penalty shall not apply when he/she reverts back to his/her regular assignment.

4.09 "Regular" employees who are not on layoff status will not be employed on a split shift basis, i.e. will be scheduled for consecutive hours including lunch period.

4.10 "Regular" employees will be given work assignments which permit them to take one (1) hour off for lunch at a reasonable time each day. (Except by mutual agreement, the lunch period will not start earlier than the beginning of his/her fourth hour of work and will not start later than the end of his/her fifth hour of work.)

4.11 (a) When Part Time (permanent part-time or part-time) employees fill vacancies or work hours created due to the absence of regular full time employees the more senior unrestricted Part Time employee shall be offered the work provided the employee has the skill and ability to perform the work.

In Logistics divisions, unrestricted employees are defined as those who are available for any and all work assignments during the basic work week inclusive of Sundays.

Newly hired Part Time employees will be considered to be restricted until April or October following the completion of their probationary period when they may exercise their option to restate their availability to unrestricted.

Availability Forms are to be completed by each Part Time employee in April and October of each year. Copies of Availability Forms will be provided to the Union upon request. All locations will post and maintain the lists of unrestricted and restricted employees.

Part Time employees may change their "unrestricted" status to "restricted" status at any time. An employee who becomes restricted will be allocated hours of work among restricted employees in accordance with their date of hire.

Part Time employees may change their "restricted" status to "unrestricted" status in April or October only. An employee who becomes unrestricted will be allocated hours of work among unrestricted employees in accordance with the date they became unrestricted.

(b) Permanent part-time and part-time employees shall be afforded the opportunity to schedule vacation in accordance with their seniority.

(c) All part-time employees shall indicate their availability on forms provided by the Company at 6 month intervals (April and October). These forms will be kept on file in each location. In response to scheduling concerns, access to these forms will be made available by the Supervisor at that location for review by the local union representative.

(d) Permanent part-time employees must remain unrestricted. All part-time employees who are unrestricted shall receive preference over restricted part time employees for available hours of work.

(e) When the schedule is posted, a junior permanent part-time or part-time employee shall not be scheduled to work more hours, Monday to Sunday, than a senior permanent part-time or part-time employee based at the same location.

(f) Where additional hours are created in addition to the original schedule due to absenteeism, emergencies, unforeseen conditions, etc., these hours shall be assigned by the DC Supervisor.

(g) Part Time employees, who report for their scheduled shift and are not required to complete their shift, will work a minimum of two (2) hours or will be paid two hours pay at their classified rate in lieu thereof.

(h) When the availability of an unrestricted Part Time employee changes for a period of greater than 30 consecutive days for reasons other than illness or injury, that Part Time employee shall be considered to have restricted availability. Should that same Part Time employee's availability revert to unrestricted at a later date, his or her seniority date, for the purposes of scheduling, will be that date when they reverted to unrestricted availability.

(i) Two (2) hours will be the minimum length of scheduled shifts for part time employees.

4.12 Employees who are called back for overtime resulting from an emergency situation, after having gone home or on day off, will be paid at appropriate overtime rates with a minimum payment of \$30.00 for each callback and will be reimbursed mileage where applicable.

SECTION 5: WORKING CONDITIONS

5.01 The previous practice of Supervisors and office staff performing duties of the Warehouse Clerks during emergencies, relief periods, training, and to assist during peaks will be continued.

SECTION 6: SENIORITY

6.01 The seniority of the Warehouse Clerks shall be recognized as a separate group and listed on Appendix "B", London DC Clerks and Windsor Cross Dock Clerks.

6.02 Within each seniority group in the matter of promotions, demotions, layoffs and recalls after layoffs, seniority shall govern provided the senior employee has the qualifications and ability to perform the work. The Employer shall continue its present practice with respect to job posting.

SECTION 7: LAYOFF AND RECALL

7.01 In the event of the curtailment of business or in the event of changed conditions which will cause a shortage of work, the Local Union will be given reasonable notice of the Employer's intention to lay off regular employees or to schedule some of them for less than full time hours or for hours other than regular hours in lieu of layoff.

This notice will permit discussion of the problem and provide an opportunity for either the Local Union or the Employer to make suggestions which could eliminate or reduce the extent of the layoff or short time situation anticipated, such as a change in the system of days off or additional paid vacation days, in lieu of vacation bonus. Following such meeting, the Employer shall promptly advise those employees who are likely to be laid off or scheduled for short time or for other than regular hours.

7.02 Where such curtailment of business or changed conditions are likely to cause layoff or short time work assignments for employees in several seniority groups covered by this Agreement, then the Employer shall discuss the problem with Local Union 12R24.

7.03 (a) A regular employee who is scheduled for less than regular hours or for assignments other than normal hours in a week must accept all reasonable short time work assignments in the seniority group unless:

(i) he/she has filed a letter indicating that he/she declines work for the period of the anticipated work shortage; in such cases he/she will be deemed to have taken leave of absence and to have opted out of the G.W.P. until he/she indicates by letter that he/she is again available for short time work assignments, or

(ii) unless he/she has filed a letter indicating that he/she will accept limited work assignments only, specifying days, and such an employee must accept all reasonable short time work assignments for which he/she has indicated that he/she will be available, and with respect to any hours for which he/she has indicated that he/she is not available he/she will be deemed to be on layoff, but not eligible for G.W.P. payments for those hours.

(b) An employee who has not filed such a letter is presumed to be available for all reasonable short time assignments within his/her seniority group. An employee who refuses to accept or fails to report for a scheduled assignment without reasonable excuse shall be struck off the schedule for the week, and will not be scheduled for any subsequent weeks until he/she notifies the Employer in writing that he/she will be available for reasonable short time work assignments, and until he/she does so he/she will be deemed on layoff but not eligible for benefits under the G.W.P.

(c) A regular employee who is laid off shall be carried on the seniority list for a period equal to the seniority he/she has accumulated at the time the layoff commences up to a maximum of two (2) years calculated from his/her last day at work.

(d) Regular employees who are scheduled to work any hours in any week will continue to be eligible for Weekly Indemnity coverage except that the benefit for a regular employee who has filed a letter indicating that he/she will accept only limited work assignments, will be limited to an amount not in excess of 70% of the hours for which he/she has made himself/herself available.

Employees who are laid off and who are not scheduled for any work in a week are not eligible for Weekly Indemnity payments during any such week.

However, an employee already in receipt of Weekly Indemnity benefits before he/she is actually laid off or scheduled for short time assignments will continue to draw benefits for the duration of his/her illness or up to the maximum allowed by the Plan.

An employee's eligibility for personal leave and participation in the Weekly Indemnity and Long Term Disability Plans ceases immediately upon his/her lay off and is reinstated upon his/her recall to work and completion of eight (8) hours' work in the Bargaining Unit.

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

7.04 When a vacancy is declared on a seniority list which is not otherwise filled, a regular employee on layoff or who has been scheduled for less than the regular work week will be offered a transfer under the following conditions:

- (a) the employee must have the ability and physical fitness for the position that is open;
- (b) the employee must transfer voluntarily at his/her own expense;
- (c) the employee must accept the rate that is applicable to the vacancy;
- (d) if a vacancy is not filled within seven (7) days, the company shall offer transfers to employees from overstaffed areas on an expanding geographic basis as follows:
 - (i) Neighbouring Seniority Groups
- (e) the transferring employee will retain his/her existing seniority on the seniority list of the area to which he/she has been transferred.

**SECTION 8:
GRIEVANCE PROCEDURE & ARBITRATION**

8.01 The Employer guarantees to every employee covered by this Agreement that their status will not be prejudiced in any manner due to the fact that they have taken the action of carrying grievances to higher management levels when there has been failure to settle their complaints or grievances satisfactorily through their immediate supervisors.

8.02 The procedure for the discussion of any questions or problems which might arise concerning working conditions shall be as follows:

Step No. 1: By discussion between the employee concerned jointly with his/her Local Union Representative, the Supervisor, or Manager.

Step No. 2: The grievance shall be reduced to writing at Step 2. It shall then be discussed between the employee concerned jointly with the Vice-President, or his/her Local Union Representative, the Manager and/or District Manager or General Manager.

Where the Manager mentioned in Step 1 reports directly to the Regional Director, the Manager will act for the Company in both Steps 1 and 2, and, where mutually agreeable, both Steps may be handled at the same meeting.

Step No. 3: Between the employee concerned jointly with the Vice-President, a Union Representative, the Manager and/or General Manager or District Manager and Employee Relations.

8.03 Should the matter not be settled within fifteen (15) days of the date the written grievance is filed or such longer time as may be mutually agreeable, the issue may be submitted to Arbitration as provided by this agreement.

Grievances will not be submitted to arbitration if nine (9) months have elapsed from the date a third step meeting is held. The time limits may be extended by mutual written agreement. No reasonable request will be denied.

Arbitration hearings will be held in one of the following locations: Ottawa, Sudbury, Toronto and Windsor. The locality to be selected by mutual agreement, however, failing agreement, the Chairman shall set the place for the hearing.

8.04 Should the matter at issue involve the misinterpretation or alleged violation of the Agreement, either party shall have the right to submit the matter to an Arbitrator. In the event the parties fail to agree upon an Arbitrator, the Minister of Labour for the Province of Ontario shall be requested to name a person to act as Arbitrator.

The decision of the Arbitrator shall be final and binding on both parties to this Agreement.

The Arbitrator shall not have any jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

The parties will jointly bear the expense of the Arbitrator.

**SECTION 9:
PAID HOLIDAYS**

9.01 The Company will observe the following holidays, namely:

New Year's Day	Labour Day	Family Day
Good Friday	Thanksgiving	Canada Day
Victoria Day	Christmas Day	Boxing Day

Should the Company be allowed to remain open on Easter Monday, another day off will be scheduled on an individual basis to suit the operation (not necessarily in the same week).

9.02 A "regular" employee shall be credited eight (8) hours at straight time for the holiday if he/she does not work on the holiday, provided he/she was not absent on the last workday scheduled for him/her before the holiday and/or the first workday scheduled after the holiday; unless excused by prior authorizations by the Company or unless the absence is the result of illness or accident (including WSIB) supported by acceptable medical evidence.

A regular employee who is absent from work on an approved Weekly Indemnity Claim will be topped up to 100% of their base rate of pay for each statutory holiday that falls within their approved claim period.

An employee who is scheduled to a combination of vacation bonus days, lieu days, float days, paid union time or scheduled personal leave days that totals four (4) during the week in which a paid holiday occurs will be credited eight (8) hours at straight time for the holiday.

9.03 If it is necessary for any regular employee to work on any such day, he/she shall receive premium pay at the rate of double time for hours worked on that day. Part Time and Permanent Part-Time employees shall receive double time for actual hours worked. They will be scheduled to a minimum of three (3) hours.

Work on Statutory Holidays will be on a voluntary basis; that is, employees have the right to refuse. It is understood, however, that where this creates staffing problems, employees may be scheduled by reverse seniority to work on the Statutory Holiday.

It is understood that, for the purposes of this Section, Holidays will be deemed to commence at 10:30 p.m. on the day immediately preceding the Holiday and will conclude at 10:30 p.m. on the day of the Holiday.

9.04 Statutory Holiday pay for Part Time employees will be administered according to the terms and conditions of the Employment Standards Act.

**SECTION 10:
VACATION PLAN**

10.01 Vacation Leave

On May 1st in each year vacation leave will be established for all regular employees according to the following scale:

Regular Employee Seniority as of May 1	Vacation Entitlement with pay
Full time after Oct 1 of prior year	4% of earnings to May 1
Full time prior to Oct 1 of prior year – 2.99 years	2 weeks (80 hours)
3 years – 7.99 years	3 weeks (120 hours)
8 years – 14.99 years	4 weeks (160 hours)
15 years – 19.99 years	5 weeks (200 hours)
20 years – 24.99 years	6 weeks (240 hours)
25 years +	7 weeks (280 hours)

- (a) The initial establishment of the fourth, fifth, sixth and seventh week of vacation will be made with reference to the employee's seniority anniversary date as though established as of May 1st.
- (b) No vacation leave will be established for those employees who are absent because of illness for more than twelve (12) months on May 1st.
- (c) Any employee who is absent due to illness shall arrange with their Manager to use any prior years' vacation allotment upon their return to work from illness.

10.02 Vacation Time

Summer vacation shall be limited to two (2) consecutive weeks which shall be scheduled from the first Monday in May to September 30th. Additional vacation leave can be scheduled during the balance of the year.

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

All vacation leaves must be taken within twelve (12) months after they have been established on any May 1st, and except as provided in Section 10.03, an employee is not to remain at work during a vacation leave.

If a paid holiday occurs during an employee's vacation leave, an alternative day off may be requested by the employee. Such a request will not unreasonably be denied, however, approval will be subject to the needs of the operation. The day must be taken within six months of it having been earned. (The employee will have three months during which to request and arrange a day off after which the company will schedule the day off at its discretion. Should the day off not be taken within the six month period it will be paid out to the employee at the employee's classified hourly rate).

10.03 Vacation Pay

For each week of vacation leave an employee shall receive forty (40) hours' pay at his/her current hourly wage rate, except that with respect to the first two (2) weeks of vacation taken after May 1st in any year payment shall be at the rate of 4% of earnings during the twelve (12) month period preceding May 1st if the employee has lost fifty (50) days or more in the said twelve (12) month period because of layoff or other absence not due to illness or accident.

Provided further that in the case of those regular employees who have less than twelve (12) but more than seven (7) months' service as regular employees on May 1st in any year the fifty (50) working days shall be prorated to their actual length of service as follows:

7 months.....	29 days
8 months.....	33 days
9 months.....	37 days
10 months.....	42 days
11 months.....	46 days

An employee who is to be paid on a percentage basis for his/her first two (2) weeks of vacation may elect to remain at work and receive the 4% payment without taking any time off.

For those regular employees who receive their initial two (2) weeks' vacation under this plan the payment therefore in the amount of forty (40) hours' pay at their current hourly rates shall include any percentage payments earned by them during the twelve (12) month period prior to May 1st.

- (a)** Permanent Part-Time and Part Time employees shall be entitled only to vacation pay in accordance with provisions of the Ontario Employment Standards Act. In April and October of each year, Permanent Part-Time and Part Time employees will be provided the option to bank their vacation pay. In the event an employee has banked their vacation, they may withdraw the entire outstanding amount at the end of May in each calendar year. Any outstanding balance will automatically be paid to employees in the final pay period in December. Any employee who does not choose to bank their vacation pay will have it paid out each pay period.
- (b)** When an employee is in receipt of Weekly Indemnity Benefits during a period in which he/she has scheduled vacation, upon receiving notification of their ability to return to work these vacations will be rescheduled.

Should the employee's disability continue into Long Term Disability (52-103 weeks), upon receipt of notification of their ability to return to work outstanding vacation credits will be rescheduled.

Should an employee's disability continue into "hard" Long Term Disability (at 104 weeks), all outstanding vacation credits will be scheduled prior to the commencement of "hard" Long Term Disability benefits.

10.04 Vacation Payment On Termination

All terminations shall be handled on the following basis:

- (a) Employees who had received their vacation earned as of May 1st prior to termination shall receive a pro rata payment from May 1st to date of termination as follows:

Amount of vacation entitlement	Prorated payment owing
2 weeks	4%
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%
7 weeks	14%

- (b) In addition to the above, employees will receive a payment equal to any remaining vacation entitlement unused.
- (c) Permanent Part-Time and Part Time employees who have elected to bank their vacation payments, will have any outstanding balance paid to them.
- (c) An employee, on termination, shall receive any vacation bonus to which he/she is entitled.

SECTION 11: PERSONAL LEAVE

11.01 Personal leave is intended to provide protection for employees from loss of pay due to illness or any other reason required to satisfy other personal reasons. Personal leave time off, except in illness/emergency situations, must be scheduled with prior notice according to the needs of the Operation. Current local reporting procedures remain in place.

11.02 Personal leave is to be granted to "regular" employees on the following basis:

- (a) Forty-eight (48) hours shall be credited to the personal leave bank each year for each "regular" employee who worked prior to January 15th of that year.
- (b) On January 15th for the purpose of personal leave credits only, "regular" employees on "short time" by being scheduled to work three (3) days or more in each week that month shall be considered as "regular" regarding personal leave provisions only.
- (c) "Regular" employees shall be granted four (4) hours' personal leave for each calendar month of full time employment for the year in which they were hired full time, retroactive to the commencement of their full time seniority date.
- (d) "Regular" employees on layoff, who had not received their personal leave credit for that year and are recalled to "short time" (as defined above), shall receive four (4) hours' personal leave for that month and for each month remaining in the calendar year provided they work a minimum as outlined in (b) above.

- (e) "Regular" employees on layoff who are employed on a casual or part-time basis shall not qualify for personal leave credits. For the purpose of this article, "casual or part time" is defined as less than "short time" as defined above.
- (f) "Regular" employees who have been absent due to illness for less than twelve (12) consecutive months shall be credited with forty-eight (48) hours' personal leave on January 15th.
- (g) "Regular" employees who have been absent for a period greater than twelve (12) months shall be granted four (4) hours personal leave for each calendar month of **active** employment for the year in which they return.

11.03 Any unused personal leave credits as of December 1st, may be paid out by December 20th up to a maximum of 48 hours. Any unused personal leave credits as of December 31st will be carried over to January 1st of the following year. These credits must be exhausted by April 30th of that year. Any credits not exhausted as of April 30th, will be scheduled by the Company as soon as possible thereafter.

SECTION 12: BULLETIN BOARDS

12.01 The Company agrees to provide bulletin boards in London distribution centre and Windsor cross docks clerks offices for the use of the Union to post notices of Union activities. All notices must be signed by a proper Officer of the Union, and, other than routine meeting or business notices, must be approved by the Employer before posting.

SECTION 13: EMPLOYER/EMPLOYEE RELATIONSHIP

13.01 Employees shall conduct themselves in an orderly and respectful manner when addressing the Employer or its representatives. The employee or his/her representatives shall receive fair and courteous treatment from the Employer or its representatives. The Employer or its representatives (including Managers and Supervisors) will exercise their management rights in a non-arbitrary and non-discriminatory manner during their relationship with bargaining unit employees.

The Beer Store is committed to maintaining a positive relationship with all employees founded on honesty, integrity and respect.

SECTION 14: LEAVE OF ABSENCE

14.01 The Employer may grant leave of absence without pay to any employee for legitimate reasons, such permission and request to be in writing. When such permission is granted, there shall be no loss of seniority for the time absent. The Employer to notify Union in writing of all requested leave of absences. If the request is not granted, reasons for refusal will be included.

If such leave is for purposes of conducting Union business, the employee requesting the leave will, whenever possible, provide to the Company with written reasons in advance in support of the request for leave. If he/she is unable to do so, he/she shall provide written reasons in support of the leave request immediately upon his/her return.

14.02 Where leave is requested by an employee who has become an official of the International Union or of Local Union 12R24, the Union will provide the request in writing and the employee will retain their seniority for the duration of their leave.

14.03 Effective January 1, 1979, and upon written application by Local Union 12R24, the Company agrees to grant an education leave of absence, without loss of regular pay, not to exceed three (3) normal working days in any one (1) year, to elected Union Representatives as agreed between the parties, to a maximum of one hundred (100) days per annum. Such educational leave will be so arranged between the Union and the Company so as to minimize disruption of the Company's operations.

14.04 An employee will be eligible for an unpaid leave of absence in order to provide service, active duty to the military or to be a candidate for election to full time office in Federal, Provincial, or Municipal elections. An employee who is elected to public office (municipal, provincial, or federal) will be granted a leave of absence, without loss of seniority, for the duration of the first term for that office.

Should the employee run for and be elected to a second consecutive term, the leave of absence will be withdrawn and employment will be terminated.

During such leaves, the terms and conditions of the Collective Agreement will not apply. The employee will continue to accrue service during the period of the approved leave.

SECTION 15: JURY DUTY

15.01 Effective with the signing of this Agreement, under the following conditions, an employee will be compensated for days actually spent on jury duty, or as a witness to give evidence in a case arising out of the sale of brewery products, or as Crown-subpoenaed witnesses (up to a level equivalent to eight (8) hours or ten (10) hours as it applies of straight time pay at the employee's regular wage rate for time lost due to such subpoenas). This will include attendance as a witness on an employee's day off or during an employee's vacation.

15.02 An employee will receive the difference between his/her jury fees and his/her regular earnings (excluding overtime and shift differentials) which he/she would have received for regularly scheduled work days on which he/she would actually have worked if he/she had not been serving jury duty, or as a witness as contemplated in Section 15.01.

15.03 No payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason.

15.04 The claim must be verified to the Employer's satisfaction.

15.05 An employee shall be required to report immediately upon being excused or released from jury duty, or as a witness as contemplated in Section 15.01, at which time he/she will be notified whether or not he/she will be required to report for work that day.

SECTION 16: BEREAVEMENT ALLOWANCE

16.01 "Regular" and "PPT" employees will be granted bereavement allowance under the following conditions:

Should a bereavement occur in an employee's immediate family (members of his/her household, parents, brothers or sisters, father-in-law or mother-in-law, son-in-law or daughter-in-law, grandchild) the employee may request a bereavement leave and shall be granted such time off with pay as is reasonable under the circumstances to enable him/her to look after the funeral arrangements or to attend the funeral. The extent of leave shall be in the discretion of the Employer, depending upon the time of the bereavement in relation to his/her regular time off, the distance to be travelled, etc. The general standard of bereavement time off shall be three (3) consecutive days. Providing prior permission is received in the event an employee attends the funeral of a brother-in-law, sister-in-law, grandparent or spousal grandparent, on a regular scheduled work day, one (1) day off with pay shall be granted. (Include step equivalents to those listed above).

For part time employees who are on the posted schedule, the equivalent of one (1) day bereavement allowance will be provided for a death in their immediate family.

SECTION 17: REST PERIODS

17.01 Employees will be granted two (2) rest periods of fifteen (15) minutes in each working day on the following basis:

Note: For employees who work 10 hour shifts, employees will be granted two (2) rest periods of twenty (20) minutes on each working day.

17.02 In distribution centres, rest periods will be taken two (2) hours after starting and seven (7) hours after starting unless mutually agreed otherwise.

SECTION 18: UNIFORMS

18.01 The company will provide uniforms to all active regular and PPT employees as set out in appendix "C." Employees are required to report for work in provided uniform, clean, presentably, and respectfully dressed, and ready to meet the public. The total cost of the designated, company provided uniform, to be borne by the employer. The employer will require the employee to replace, at his/her cost, any shortage in his/her issue for which he/she is personally responsible, and cannot furnish a satisfactory explanation. The Union will be consulted prior to any change in the scale of the issue.

18.02 Uniforms up to the agreed scale of issue and/or equipment supplied to employees must be returned to the Employer when employees leave.

18.03 Employees must report for work wearing approved safety shoes. Exceptions to the compulsory program will only be allowed upon presentation of satisfactory medical evidence. Safety shoe reimbursements will only be provided to active employees.

SECTION 19: PENSION AND BENEFITS

19.01 The Employer shall provide an insurance and hospitalization plan, as agreed upon, for its employees and particulars of the benefits will be issued in a separate booklet. The benefits provider will pay the employee's chosen pharmacy directly for the total cost of prescriptions that the pharmacist charges, less only the co-pay and dispensing fee. The Pension Agreement will also be issued separately. A Defined Contribution (DC) Pension Plan will apply for all eligible employees. Employees will receive education regarding their new plan.

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

SECTION 20: PAY DAY

20.01 A regular weekly pay day shall be continued as established by the Employer (this pay day shall not be Saturday). The Employer will provide a physical pay stub/advice slip or access to the pay stub/advice slip to all employees work locations on a weekly basis.

An immediate payroll adjustment will be issued by the Employer to any employee due to payroll errors.

The Company may implement a system of mandatory Direct Deposit payroll for all employees.

In Distribution Centres, employees will not be required to pay a deposit on receipt of their first access/payroll fob. Employees who repeatedly lose their fobs will be required to pay for replacements.

Members to be paid in a timely manner when submitting for payments.

SECTION 21: DISCRIMINATION

21.01 There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion, by or on behalf of the Employer or any of its representatives or by, or on behalf of the Union, its members or its agents with respect to any employee, because of membership or non-membership in the Union.

21.02 There shall be no discrimination, intimidation, interference, restraint, coercion, influence, or attempted influence, by or on behalf of the Union, its members, or its agents, with respect to the handling, distribution, or sale of any product of any Brewer offered for sale through any outlet operated by the Employer.

21.03 Both the Employer and the Union endorse the principles outlined under the "Ontario Human Rights Code" wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or membership in the Union and agree to work together to ensure that no employee is discriminated against contrary to the code as outlined in the Human Rights Code.

SECTION 22: MANAGEMENT FUNCTIONS

22.01 The right to hire, promote, demote, discharge or discipline for cause, and to maintain discipline and efficiency of employees is the sole function and responsibility of the Employer, subject to the terms and conditions of this Agreement. All matters concerning the operation of the Employer's business not specifically dealt with herein shall be reserved to the Management and be its sole responsibility.

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

22.03 When an employee is disciplined or discharged the Local Union shall be given, in writing, the reasons for such action, with such particulars as will enable the Union to determine whether or not a grievance should be processed.

Whenever an issue arising out of discipline or discharge is to be arbitrated and when the Chairman of the Arbitration Board has been appointed or agreed upon, the parties will exchange letters giving full particulars of:

- (a) the Company's reasons for imposing the discipline or discharge, and
- (b) the Union's reasons for protesting the discipline imposed.

It is intended that this exchange of correspondence will determine the issues to be settled by the Arbitration Board.

SECTION 23: STRIKES AND LOCKOUTS

23.01 There shall be no lockout by the Employer nor any unlawful strike, sit-down, slow-down, nor curtailment in operations by the Union for any reason whatsoever, during the term of this Agreement.

**SECTION 24:
SEPARATION PAY**

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

- (a) if he/she is terminated for a reason other than set out in subsection .02;
- (b) if he/she is laid off and on any date during his/her layoff the hours scheduled for him/her during the previous twelve (12) consecutive months were less than fifty percent (50%) of normal full time hours provided he/she is not eligible for any Company or Government pension or for benefits under the Company's insured Weekly Indemnity or Long Term Disability Plans;
- (c) in special cases where a laid off employee appears to have little prospect of recall to regular work within a period of six months he/she may request immediate termination and separation pay, and with the concurrence of the Company and the Union this may be granted notwithstanding the eligibility clause in (b) above;
- (d) if he/she is ultimately designated for indefinite lay off as a result of a major technological change as provided in Section .02 of the Letter of Understanding concerning technological change;

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

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

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

- (a) he/she quits;
- (b) he/she is terminated for just cause;
- (c) he/she is terminated under Section 6.07 of this Collective Agreement;
- (d) he/she has been terminated because of specific direction or decree from any Government authority which has the effect of curtailing any of the Company's operations; unless
 - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
 - (ii) the direction or decree purports to change the method of beer retailing and/or beer distribution within the Province;

- (e) he/she has been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God;
- (f) he/she is laid off and has arranged with the Company to take leave of absence without pay for a specific period in lieu of his/her layoff;
- (g) he/she is in receipt of income replacement benefits under the Weekly Indemnity or Long Term Disability Plans or the Workplace Safety and Insurance Act;
- (h) he/she is entitled to receive any pension under the Company or Government Pension Plan.

24.03 The amount of the separation payment of an eligible employee shall be equal to one week's base earnings (computed on the basis of his/her hourly rate in effect as of time of layoff) multiplied by the number of his/her completed years of seniority (as used for vacation entitlement) as of the last day he/she actively worked in the Bargaining Unit.

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

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

SECTION 25: TERMS AND CONDITIONS

25.01 The Employer and employees covered by this Agreement agree to abide by the terms of the Liquor Control Act and Regulations and other relevant statutes.

25.02 All terms and conditions of this Agreement shall be subject to change without notice if, as and when required by reason of any legislation or order of the Federal and/or Provincial Governments.

25.03 This Agreement shall remain in force and effect from the effective date up to and including June 30, 2018, and shall automatically continue from year to year thereafter until either party serves written notice on the other party by registered mail thirty (30) days and not more than sixty (60) days prior to any annual expiration date that changes are desired - such changes to be listed in the said notice. When such notice has been given by either of the parties bound by this Agreement, the party notified shall commence to negotiate within fifteen (15) clear days from notification. However, all conditions of this Agreement are to remain in force until negotiations are completed and/or Conciliation proceedings exhausted.

APPENDIX "A"

WAGE RATES:

The following scale of hourly wage rates shall become effective as and from the dates set out below and shall be paid during the balance of this Agreement to all regular, permanent part time and Part Time employees.

REGULAR EMPLOYEES

No provisions of this Agreement are retroactive except where specifically provided for herein. Payable within sixty (60) days following ratification.

All regular Full-Time Employees employed on the Monday following ratification: Minimum pension is prorated on wage rate. Regular employee Health and Dental benefits.

	Current	Year 1		Year 2	
		% Inc	Rate	% Inc	Rate
			1-July-16		1-July-17
Full Time					
Start			\$19.68	1.00%	\$19.88
12 Month			\$20.97	0.50%	\$21.08
PPT			18.64	1.75%	\$18.97
Part Time					
New Hire	\$12.00	0.50%	\$12.06	0.50%	\$12.12
1 year	\$13.23	0.50%	\$13.30	0.50%	\$13.36
2 years	\$14.50	0.50%	\$14.57	0.50%	\$14.65
3 years	\$15.53	0.50%	\$15.61	0.50%	\$15.69
4 years	\$16.57	2.00%	\$16.90	0.50%	\$16.99
5 years	\$17.91	1.00%	\$18.09	1.00%	\$18.27

PREMIUMS:

- (a) An afternoon shift premium of thirty cents (\$.30) per hour shall be paid to those employees who commence an eight (8) hour shift after 2:30 p.m.
- (b) A night shift premium of \$1.00 per hour shall be paid to those employees who commence an eight (8) hour shift after 10:30 p.m.
- (c) These premiums shall not be used to calculate overtime and premium pay for paid holidays.

"PERMANENT PART-TIME EMPLOYEES"

The company will maintain a minimum of two (2) permanent part-time employees. In keeping with the desire to develop qualified employees, it may employ more than two (2) permanent part-time employees. In the event, the number of permanent part-time employees falls below two (2), within thirty (30) calendar days, the company will post for sufficient replacements to re-establish the minimum number of permanent part-time employees.

Part Time employees who are interested in advancement to PPT status will make their interest known to their DC manager in writing.

The criterion for the appointment to the Permanent Part-Time list is as follows:

- There is sufficient part-time work to afford a Permanent Part-Time employee 24 hours of work per week;
- The employee is available for the assignments;
- The employee has been graded satisfactory by the employer
- The employee has a minimum of six (6) months of service within seniority group.

The employer will schedule the hours of work and may post on the previous Wednesday and/or may change the schedule as operations require. Permanent Part-time employees may access up to forty (40) hours per basic work week in their domiciled location.

The penalty clause as contemplated in 4.08 for regular employees will not apply to permanent part-time employees.

Within any Seniority Group employees in the PPT Classification will be ranked in order of the date they attained PPT status.

Permanent Part Time employees who do not work 24 hours on a regular basis, unless the hours are not available, will be reclassified to Part Time classification.

Preference will be given in selecting the employees for advancement to Regular status to those permanent part-time employees within the seniority group who have the potential job qualifications and have been graded satisfactory.

PPTs who refuse two offers to advancement to full-time status in their operating division will be reverted to Part Time status in accordance with their availability.

Upon advancement to Regular status, the employee's name will be placed on the appropriate seniority list and will be credited for half of the service in the PPT classification to a maximum of two years. For the purpose of participating in the Guaranteed Wage Program, an employee shall not be eligible until September 1 of the year following the employee's attainment of three years service as a Regular employee. Permanent part-time employees who do not perform satisfactorily however, will not be considered for advancement nor offered any further hours of work.

For those Part Time employees who are designated as Permanent Part-time they will be entitled to:

- (i) Effective July 1, 2016 – full uniform issue;
- (ii) Safety Footwear; up to \$100 annually per Appendix C
- (iii) Wage Rates - See Appendix "A" - Schedule of Wage Rates.
- (iv) Statutory Holidays (including Easter Monday) with the qualifying provision as set out in 9.02.
- (v) A health care spending account of \$1200 per year per family with a maximum carryover of \$300.
- (vi) 16 hours personal leave. "PPT" employees who have been absent for a period greater than twelve (12) months shall be granted one and a quarter (1.25) hours personal leave for each calendar month of employment for the year in which they return.

**APPENDIX "B":
SENIORITY GROUPINGS**

(UP) Seniority Groupings to read:

"London Warehouse Clerks"

"Windsor Cross Dock Clerks"

**APPENDIX “C”:
SCALE OF ISSUE - UNIFORMS**

- Existing part time employees as of date of ratification will maintain current footwear reimbursement (\$50)
- New part time employees hired following ratification will not be eligible for footwear reimbursement
- Effective date of ratification, all part time employees will be issued uniforms in accordance with the provisions of the agreement

New regular employees will receive 130 points. Uniforms shall be received no later than June 30, every second year. Replacements of worn or torn clothing will be made on the recommendation and approval by Management.

The above employees will be eligible to receive a pair of either Safety Shoes or Safety Boots once every calendar year.

The employer will reimburse to \$100 for Canadian Safety Association approved safety footwear.

The Employer agrees to pay for the above issues of approved Safety Shoes or approved Safety Boots under the Compulsory Safety Shoe Program as outlined in Section 18.

Uniform Optional Selection

Regular employees are assigned 260 points.

PPT employees are assigned 260 points effective July 1, 2016.

The company will clarify which uniforms may be worn. Prior to the 2015 Uniform Issue, the parties agree to meet to discuss entitlement and option criteria.

Garments available from approved options:

Description	Points
Long Sleeve Shirt	32
Polo Shirt	19
T Shirt	13
Fleece Long Sleeve	34
Mock Turtle	24
3 in 1 Jacket	85
Parka	79
Wind Shirt	25
Fleece Vest	27
Reflective T	19
Ball Caps	10
Toques	10

Part Time Employees

The Company agrees to provide three shirts (long sleeve, short sleeve, polo golf shirts, or t-shirts) per year for each Part Time employee who has one year or more of continuous service and has completed 500 hours work in that year. Logistics employees may substitute one regular shirt for two (2) t-shirts.

In addition, in those years when the uniform is issued, the Company agrees to provide a fleece sweater (long sleeve or sleeveless) for each Part Time employee who has one year or more of continuous service and has completed 500 hours work in that year.

APPENDIX “E”: SAFETY

The Company shall institute and maintain all reasonable precautions for safeguarding the health and safety of its employees. Both the Company and the Union recognize their mutual obligations to assist in the prevention, correction and elimination of unhealthy and unsafe working conditions and practices. All employees are expected to adhere to safe working practices. The Employer and employees will co-operate in the observance of all safety regulations.

The company and the union agree that modified or transitional duties are important return-to-work programs for employees who suffer an injury or an illness. The employer agrees to always attempt to create modified work programs for all employees who are not totally disabled. Employees who are not totally disabled will participate in these transitional work programs. The company and the union will work jointly in the creation of modified work programs for all injured employees. Where practicable, modified work committees will be established and both the qualified union representative and management will play an active role in the creation of the modified duties and the progress of the program. Where not practicable, dialogue as required through other means will be utilized.

Appropriate forms will be provided by the employer to the injured worker and the worker will be expected to have his or her professional health care provider fill out these forms outlining the restrictions of the injured worker in a timely manner. The professional health care provider will be advised that The Beer Store offers modified work programs. When the employer offers modified work, where practicable, a meeting will take place between the manager, the union, and the employee to create a transitional program that is suitable to the restrictions of the injured worker. Where not practicable, dialogue as required through other means will be utilized. The employer's offer of modified work will be provided in writing and will be the subject of on-going discussion between the injured worker, the union, and the company. The Company will endeavour to provide modified duties during the injured workers' regular shift where practicable.

GUARANTEED WAGE PLAN

AGREEMENT between Brewers Retail Inc. and UFCW Local Union 12R24 of the United Food and Commercial Workers International Union.

WHEREAS the Company has entered into a Collective Agreement with the above-named Union covering the Bargaining Unit in the Province of Ontario.

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

NOW THEREFORE the Parties agree to the continuation of the Guaranteed Wage Plan as hereinafter set forth with such continuation to become effective on the 1st day of September, 1988 or on any later date on which approval for continuation has been received from the Federal Government holding that:

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

1. Purpose

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

2. Eligibility for Participation in the Plan

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

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

3. Exceptions

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

- (a) Employees who have been laid off for disciplinary reasons and if such layoff is questioned under the Grievance Procedure of the Collective Agreement, final disposition of any grievance will determine the employee's status under the Plan.
- (b) Employees who have been laid off because of any strike, lockout, slowdown, picketing or other action by employees of this Company or by employees of any other employer who are represented for collective bargaining purposes by the Unions which were party to the Ontario Industry Memorandum of Agreement which

led to the renewal of this Plan, or by any Local thereof or successor Unions thereto.

- (c) Employees who have been terminated because of specific direction or decree from any Governmental authority which has the effect of curtailing any of the Company's operations unless
 - (i) the direction or decree is the result of an illegal act committed by the Company or one of its representatives, or
 - (ii) the direction or decree purports to change the method of beer distribution or beer retailing within the Province.
- (d) Employees who have been laid off because of any act of war or the hostile act of any foreign power or by any act of sabotage or insurrection or by any act of God.
- (e) Employees who are laid off and who have arranged with the Company to take leave of absence without pay for a specific period in lieu of their layoff.

These employees will be deemed to have opted out of the Plan for such period.

4. Disqualification for Benefits

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

- (i) In which he/she has been on layoff and has failed to apply for E.I. benefits, or in which he/she has been disqualified or disentitled from E.I. benefits for any reason other than serving a two (2) week waiting period.
- (ii) In which he/she has been on layoff and has failed to keep himself/herself registered for employment with the Canada Manpower Centre in those cases where such registration is necessary to qualify for E.I. benefits or for reduction of E.I. waiting period.
- (iii) In which he/she has failed or refused to accept employment deemed suitable for him/her by the HRDC - Employment Insurance.
- (iv) In which he/she has failed to accept and report for any appropriate work assignment of at least one normal working day unless excused for reasonable cause.
- (v) In which he/she is in receipt of a benefit provided by the Company's insured Weekly Indemnity or Long Term Disability Plans.
- (vi) After he/she has become entitled to receive any pension under the Company or Government Pension Plan.
- (vii) In respect of which he/she is qualified for compensation from the Workplace Safety and Insurance Board for any compensable accident or illness.

5. **Definitions**

For the purposes of this Plan:

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

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

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

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

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

6. **Benefits Provided for Laid Off Employees**

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

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

7. **Benefits During Layoff**

An employee who is laid off continues to participate in the Benefits Plan of the Company applicable to employees in his/her Bargaining Unit to the end of the month following the last month in which he/she has worked in the Bargaining Unit, or until the end of the last month during which he/she has drawn a benefit under this Plan, whichever is the later. Benefits Plan, for the purpose of this section does not include the Pension Plan or the Company's insured

Weekly Indemnity and Long Term Disability Plans which cover only indemnity for wages actually lost because of illness or accident.

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

8. Duration of Benefits

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

TABLE A

<u>Completed Years of Seniority Determined as of September 1st Immediately Preceding His/Her Layoff</u>	<u>Maximum Benefit Entitlement</u>
15 years or more	78 Weeks of Benefit
10 years or more	65 Weeks of Benefit
5 years or more	52 Weeks of Benefit
4 years or more	45 Weeks of Benefit
3 years or more	35 Weeks of Benefit

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

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

9. Deductions

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

10. Applications

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

11. Reporting

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

12. Duration of Agreement

This Agreement shall continue until August 31, 2016. During negotiations for renewal of the relevant Collective Agreement, the Union is free to request amendments to this Agreement which shall also be part of such negotiations, but on the understanding that any amendments to this Agreement will not take effect any earlier than September 1, 2016.

13. Clarification Notes

1. Under no circumstances will the aggregate of E.I. benefits plus the weekly G.W.P. benefit payable to an eligible employee exceed 95% of the employee's regular weekly wage.
2. Pursuant to Section 4 of the G.W.P., an eligible employee only receives the G.W.P. benefit in respect of a period in which he/she is actually in receipt of E.I. benefits with the only exception being the two weeks of E.I. waiting period.
3. The employees covered by the Collective Agreement have no vested rights in the G.W.P.
4. Brewers Retail Inc. pays G.W.P. benefits out of its general revenue.
5. The Beer Store uses either the E.I. cheque stub or the E.I. G.W.P. Report to confirm the receipt of E.I. benefits prior to paying G.W.P. benefits to an eligible employee.
6. Payments made out of the G.W.P. do not operate to effect the amount of severance pay to which an employee is entitled pursuant to the Separation Pay provisions of the Collective Agreement.
7. The Plan is applicable only for periods of Part Time lay off.

**BREWERS RETAIL INC.
BENEFITS PLAN FOR
UNION EMPLOYEES**

WHO IS COVERED?

This Benefits Plan applies to all Regular employees on the Seniority Lists. New employees must make such applications and submit such information as is required. Individual certificates of coverage will be issued to each employee.

A description of the various benefits is shown, in detail, on the following pages under individual headings.

Your eligible dependents who will be insured are:

Insurance Company

- (i) an employee's spouse; and
- (ii) unmarried children from date of birth to 21st birthday, or until age 25 if in full time attendance at a recognized school of learning. Any mentally or physically handicapped child who was covered up to the maximum age shall continue to be covered provided the child is incapable of self-sustaining employment and totally relies upon the employee for support.

NOTE I:

Probationary employees will be enrolled in this Benefits Plan when they attain Regular status.

NOTE II:

This booklet is intended to give you a description of your coverage. Complete provisions are contained in the plan documents issued by the Insurance Company.

The entire cost of this Benefits Plan is paid for by the Company except for a 10% co-pay for eligible major medical expenses to a maximum out of pocket expense of \$500 per person per annum. The overall Major Medical Maximum and re-instatement provision relating to the maximum have been removed. Private duty nursing has an individual limit of \$10,000 per eligible person, per year.

With the above noted changes, sections relating to the prior deductibles, the former 3 year benefit maximum and the reinstatement provision have been removed.

ESSENTIAL INFORMATION

Reporting of Claims

Weekly Indemnity claims must be submitted and received by the Company's designated Benefits Adjudicator on the required claim form no later than sixty (60) days following the date of

the first day of absence from work giving rise to a claim for WI benefits or denial of a WSIB claim. Pay advice and requests for supplemental medical information will be mailed by the designated adjudicator directly to the employee's home.

Applications for Long Term Disability benefits must be submitted and received by the Company's designated Benefits Adjudicator on the required claim form no later than sixty (60) days following the completion of the maximum period for WI benefits.

The employee will pay for any initial medical report required. The Company will ensure that the employee is reimbursed for any medical report required subsequent to the initial report, pertaining to that claim. The initial medical report (form) required as well as subsequent reports (forms) will be mutually agreed upon by the Employer and the Union.

Life Insurance and Accidental Death and Dismemberment claims must be reported to the Corporate Office Benefits Department as soon as reasonably possible and filed with the insurance company within 90 days after the date of loss.

Claims for Hospital Benefits, Major Medical Expense Benefits and Dental Expense Benefits must be submitted to the insurance company on the appropriate insurance forms and received by the insurance company by the end of the calendar year following the year in which the expense was incurred.

Change in Status

It is essential that you notify the Company, immediately, of any changes in status which will result in change from one to the other of the following classes:

- (i) an employee without dependents
- (ii) an employee with dependents

Change in dependant coverage will not be made retroactively for a period greater than thirty (30) days.

Termination of Employment

All benefits under this Plan will cease immediately upon termination of employment, with the following exception: Life Insurance coverage will remain in force for thirty-one (31) days from date of termination.

Layoff

In the case of layoff, all benefits, with the exception of Weekly Indemnity, will continue to the end of the month following the month in which you are laid off. For employees with one (1) or more years of seniority, see Guaranteed Wage Plan for possible additional coverage. If, while you are on layoff status, you work eight (8) hours in a month, your coverage will be extended to the end of the next month.

For Weekly Indemnity applicable during layoff, please refer to the Collective Agreement.

Leave of Absence

If you are granted leave of absence for any reason other than sickness or accident, for more than ten (10) working days, your coverage other than Weekly Indemnity and Long Term Disability Benefits may remain in force upon your payment of the required premiums, for the full period of leave, prior to taking such leave, unless otherwise arranged.

Strikes

If you are absent from work because of an illegal strike, such absence will be treated as a termination of employment for the purpose of this Benefits Plan.

Life Insurance for Employees

Your life is insured under a Group Life Policy as follows:

(providing you are actively at work)

Effective July 1, 2016: \$58,000. **

**Employees absent due to illness or accident on the above effective dates will remain under the terms of the life insurance plan in effect at the time disability commenced.

You may change your beneficiary at any time in accordance with the laws of the Province of Ontario.

The increased life insurance will become effective upon your return to active full-time employment.

If your employment is terminated, Life Insurance coverage will remain in force for thirty-one (31) days from date of termination. Within this period, you have the privilege of converting the Life Insurance to an individual policy on any full participating plan then issued by the Insurance Company. No medical examination or other evidence of health will be required within this thirty-one (31) day period.

The Life Insurance is payable in the event of your death for any cause, at any time or place, while you are insured. The full amount of your insurance will be paid in one (1) lump sum to your beneficiary. If a different form of settlement is requested, it can be arranged subject to the Company's approval.

Should you become totally and permanently disabled as a result of either sickness or accident before the age of sixty-five (65), the total amount of your insurance will remain in force until you reach age sixty-five (65), providing you remain totally and permanently disabled. (For Life Insurance benefits after age sixty-five (65), see section on Pensioners.)

Accidental Death and Dismemberment Insurance for Employees

If, as a result of an accident, you suffer the loss of life, limbs, or sight, you will receive Accidental Death and Dismemberment Benefits up to the following maximum: (This is in addition to all other benefits.)

(providing you are actively at work)

Effective July 1, 2016: \$58,000. **

**Employees absent due to illness or accident on the above effective dates will remain under the terms of the A.D. & D. Plan in effect at the time disability commenced.

The increased A.D. & D. will become effective upon your return to active full-time employment.

If your employment is terminated, your coverage will be cancelled as and from the date of termination.

The full amount of your insurance will be paid if the accident caused the loss of life, or both hands or both feet, or the sight of both eyes, or one hand and one foot, or one hand and the sight of one eye, or one foot and the sight of one eye, or hearing in both ears and speech, or use of both hands or use of both feet.

Three quarters of the amount of your insurance will be paid if the accident caused the loss of one arm, or one leg, or the use of one arm or the use of one leg.

Two thirds of the amount of your insurance will be paid if the accident caused the loss of one hand, or one foot, or the entire sight of one eye, or speech, or hearing in both ears, or use of one hand, or use of one foot.

One third of the amount of your insurance will be paid if the accident caused the loss of one thumb and index finger, or at least four fingers of one hand.

One quarter the amount of your insurance will be paid if the accident caused the loss of the hearing in one ear, or all toes on one foot.

Twice the amount of your insurance will be paid if the accident caused quadriplegia, or paraplegia, or hemiplegia.

As a result of a covered accident you will be eligible to apply for the following benefits (subject to a maximum benefit payable):

- ◆ Hotel and travel expenses actually incurred by a member of your immediate family if you are confined to a hospital which is located 150 kilometers or more from your normal place of residence.
- ◆ Expenses incurred for the repatriation of your body in the event of an accident which has occurred more than 150 kilometers or more from your normal place of residence.
- ◆ In the event of your death, reimbursement of post-secondary school level tuition expenses incurred for eligible dependants.
- ◆ The cost of your participating in a formal rehabilitation program in order to again qualify for active employment.
- ◆ In the event of your death, the cost of formal occupational training for your spouse to

become specifically qualified for active employment.

- ◆ Death or injury benefits as a direct result of a covered accident related to air travel.

If a person suffers more than one loss as a result of the same accident, the total benefit payable will not exceed 100% of the amount specified (except for hemiplegia, paraplegia, or quadriplegia; in which case the total benefit will not exceed 200%). Losses due to different accidents will be considered new claims.

All losses must occur within three-hundred-sixty-five (365) days from the date of the accident and must be caused by external, violent or accidental means.

Weekly Indemnity Benefits for Employees

This benefit is payable while you are disabled and unable to work due to sickness or accident which is not covered by Workplace Safety and Insurance Board.

Weekly Indemnity claims must be submitted within 60 days of the onset of disability or declination by WSIB to be considered for payment.

To qualify for payment of Weekly Indemnity, you must be under the care and treatment of a physician or surgeon legally licensed to practice medicine:

- 1) If your disability is due to an accident and if your disability commences within two (2) weeks from the date of the accident, you may be eligible to receive benefits from the date of the accident provided you have visited your physician and he has certified you disabled from the date of the accident. If you do not visit your physician on the date of the accident, benefits will commence from the day you first visit your physician provided you have been certified disabled from that date.
- 2) If your disability is due to an illness or if your disability commences more than two (2) weeks following an accidental injury, you may be eligible to receive benefits after a three day waiting period has been applied. Payment will be made from the fourth day after which your physician certifies you as disabled, but in no event will benefits be payable prior to the fourth day of absence and the first day you visit your physician.

Payment will be made at the end of each week for which satisfactory proof of disability has been received.

Weekly Indemnity will continue for a period not exceeding twenty-six (26) weeks for any one illness providing you are under the continuous care and treatment of a physician or surgeon.

Benefits are on the basis of 70% of your base rate of pay in effect at any time during this twenty-six (26) week period, and are fully integrated with the Canada Pension Plan Disability Pension and/or other government legislated disability benefits to which you may be entitled.

An employee who is receiving Weekly Indemnity benefits may top up their benefits up to 100% of their base rate of pay utilizing their current entitlements including vacation, lieu time or personal time.

Should you return to work before receiving benefits for twenty-six (26) weeks and within fourteen (14) calendar days be again disabled due to the same or related cause, you will receive weekly benefits for the balance of the twenty-six (26) week period, only. You will commence a new claim if (a) you have been back to work for more than fourteen (14) days and again become disabled due to the same or related cause - or - (b) you have a disability which is entirely unrelated to the causes of your previous disability, and which commences after you have returned to active full-time employment.

Where it is necessary for an employee to have dental surgery, claims under the Weekly Indemnity Plan will be recognized and payments will commence on the fourth day and will continue up to a maximum of two (2) weeks for any such claim upon the receipt of the proper certification by a dental Oral Surgeon.

Weekly Benefits are prorated on a seven (7) day week and are subject to payment of Income Tax.

Weekly Indemnity Phase II Benefits for Employees

Weekly Indemnity Phase II will be paid from the twenty-seventh (27th) week through to the fifty-second (52nd) week at a rate of 66 2/3% of your base rate.

Pregnancy Leave of Absence

Benefits for approved Leave of Absence due to Pregnancy are covered under the Employment Insurance Commission.

Long Term Disability Benefits for Employees

- I. Benefits shall be payable when you have been totally disabled and unable to work due to illness or accident subject to the following qualifying period:

You must have been totally disabled for a minimum period of twenty-six (26) weeks and have exhausted the Weekly Indemnity or have received Workplace Safety and Insurance Board payments for twenty-six (26) weeks.

- II. Long Term Disability will be paid from the fifty-third (53rd) week until the one hundred fourth (104th) week of disability at a rate of 66 2/3% of your base rate. Long Term Disability Benefits and are fully integrated with the Canada Pension Plan Disability Pension, Workplace Safety and Insurance Board Payments and/or other government legislated disability benefits to which you may be entitled. Information and forms for the applications of C.P.P. benefits will be forwarded to each employee upon attainment of thirteen weeks of disability, when there is no prognosis of return to work until after the twenty-six weeks of disability.
- III. Commencing with the 105th week, Long Term Disability Benefits will be 66-2/3% of your base rate of pay in effect at the end of the one hundred fourth (104) week period referred to in II, above.
- IV. Benefits will continue providing you are under the continuous care and treatment of a physician or surgeon until age sixty-five (65), or until you cease to be Totally Disabled, as hereinafter defined, whichever first occurs.

- V. "Totally Disabled" shall mean for the first one hundred four (104) weeks, including the Qualifying Period for which Weekly Indemnity and Long Term Disability Benefits are paid, that you are wholly and continuously disabled by illness or accidental bodily injury which prevents you from performing your own occupation. Thereafter, "Totally Disabled" shall mean inability to perform the duties of any job for any employer for which you are reasonably qualified by training, education or experience.
- VI. (i) Should you return to work at anytime during the first one hundred four (104) weeks of receiving Disability Benefits and within fourteen (14) calendar days again be disabled due to the same or related cause, your claim shall be treated as a continuation of the immediately preceding disability. You will commence a new claim if (a) you have been back to work for more than fourteen (14) calendar days and again become disabled due to the same or related cause - or - (b) you have a disability which is entirely unrelated to the causes of your previous disability, and which commences after you have returned to active full-time employment.
- (ii) Should you return to work at any time after the first one hundred four (104) weeks of receiving Disability Benefits and within six (6) months again be disabled due to the same or related cause, your claim shall be treated as a continuation of the immediately preceding disability. You will commence a new claim if (a) you have been back to work for more than six (6) months and again become disabled due to the same or related cause - or - (b) you have a disability which is entirely unrelated to the causes of your previous disability, and which commences after you have returned to active full-time employment.
- VII. Long Term Disability Benefits are prorated on a seven (7) day week and are subject to payment of Income Tax.
- VIII. Effective date of Ratification, if an employee in receipt of post definition change (hard) LTD should die, the final payment will be for a full month for the month in which the employee died.
- IX. The three (3) day waiting period is waived for follow up appointments re: 14 day clause.

NOTE:

For disabilities which commenced prior to January 1, 1979, Long Term Disability Benefits will be subject to the terms of the Plan in effect at the time disability commenced.

Ontario Health Insurance Plan for Employees and Dependents

- I. Basic Hospital Coverage provides Standard Ward care and defined extras, as stipulated under the regulations of the Ontario Health Insurance Plan.
- II. Surgical, medical, anesthetists, diagnostic, chiropractor and osteopath benefits as defined in the rules and regulations of the Ontario Health Insurance Plan.

Semi-Private Hospital Benefits for Employees and Dependents

You and your qualified dependents are entitled to 100% of charges made for Semi-Private accommodation while an in-patient in a hospital which has received payment for the Standard Ward care from the Ontario Health Insurance Plan.

Major Medical Expense Benefits for Employees and Dependents

Major Medical Expense Insurance is designed to help protect you and your qualified dependents against expenses resulting from prolonged or serious illnesses or accidents which may run into substantial sums of money.

Major Medical Insurance provides payments towards necessary and reasonable charges incurred by you or your qualified dependents for supplies and services recommended by a physician or surgeon, for treatment of disease or bodily injury.

WHAT DOES THE PLAN COVER?

The Major Medical Insurance Plan, for any employee **who was not a PPT as of April 1, 2013**, pays on behalf of yourself and each qualified dependent, in each calendar year, (unless otherwise stated) 80% of all eligible expenses, up to the individual benefit limits as set out in the policy. The reimbursement level will change when the 20% employee co-pay reaches \$500 in the benefit year, any subsequent reimbursements will be made at 100% subject to plan limits. The employee co-pay starts again with the onset of the next benefit year beginning January 1.

Eligible Expenses Covered:

- 1) Drugs and medicines requiring a written prescription by a licensed physician or dentist.

Effective Monday following ratification, drug plan coverage will continue for eligible dependents of full time employees for a period of one (1) year after the date of death of the full time employee.

Where a generic equivalent of a prescription drug exists, reimbursement shall be made only for the cost of the generic equivalent.

The plan will have a maximum dispensing fee cap of \$7.00 per prescription.

The plan does not cover the cost of lifestyle drugs ie. Viagra, Cialis

The plan includes a deferred payment drug card for all active employees.

- 2) Services of registered graduate nurses, other than members of the insured's family.
- 3) Services of duly qualified and licensed physiotherapists, other than members of the insured's family, when not covered under the Ontario Health Insurance Plan.
- 4) Professional ambulance services when not covered under the Ontario Health Insurance Plan.
- 5) Rental of wheelchair, hospital bed, iron lung, respirator or ventilator.
- 6) Splints, trusses, braces, crutches, casts, artificial limbs and eyes.
- 7) Fees of a licensed dentist or oral dental surgeon for accidental injury to natural teeth

where services are performed within six (6) months of the accident and are not covered under the Ontario Health Insurance Plan.

- 8) Drugs and supplies available without a prescription and required as a result of a colostomy or ileostomy and/or for the treatment of cystic fibrosis, diabetes, parkinsonism and heart disease.
- 9) Oxygen, including the equipment necessary for its administration.
- 10) Rental and/or purchase of life sustaining durable medical equipment when a portion of the expense is paid by the government Assistive Devices Program (ADP).
- 11) Vision Care benefits to include eye exams, prescription glasses or elective contact lenses, to a maximum of \$250.00 per person in any consecutive 24 months.
- 12) Purchase of 2 pairs of orthotics every 3 calendar years when prescribed by a medical doctor, chiropodist, podiatrist, or orthopedic surgeon.
- 13) Purchase of up to two pairs of elastic support stockings in a 3 year period.
- 14) Effective July 1, 2016, additional paramedical practitioners have been added to include coverage for services of licensed, certified or registered Chiropractors and Acupuncturists, Massage Therapists, Naturopath, Osteopath, Podiatrist, Speech Therapist and Psychologist. As has been the case prior to these additions, paramedical practitioners have different co-insurance levels from the other benefits. Payment will be based upon a 50% co-insurance to a combined maximum of \$250 per insured person per annum.

Outside Canada Coverage

- 1) Coverage for Emergency Medical treatment while travelling outside of Canada for eligible expenses to a lifetime maximum of \$1,000,000 per person. The 10% employee co-pay does not apply to out of country emergency medical care claims.
- 2) Drugs and medicines requiring a written prescription by a licensed physician or dentist incurred as a result of an emergency while the employee is travelling, vacationing or otherwise temporarily residing outside Canada.
- 3) Licensed ambulance services (including air ambulance) as a result of an emergency while the employee is travelling, vacationing or otherwise temporarily residing outside Canada.
- 4) Substance Abuse expenses of up to \$425 U.S. per day for ward accommodation including supplies, medication and therapy, for a period of 31 days or the length of the program, whichever is less. Physicians' charges are not included.

Expenses Not Covered:

- 1) Injury sustained in the course of any employment for remuneration or profit; illness for which the employee or his/her qualified dependents are entitled to indemnity in

accordance with the provisions of any Workplace Safety and Insurance Board or similar law.

- 2) Any services, treatments or supplies for which no charge is made, including services provided under any governmental program.
- 3) Periodic health check-ups; insurance examinations; or travel for health; eye refractions or eyeglasses; hearing aids.
- 4) Any illness or injury resulting from an act of war, whether war is declared or not.
- 5) Any treatment as the result of a self-inflicted injury or illness.
- 6) Plastic or cosmetic surgery, except when the operation is performed to correct deformities resulting from injury or sickness or some congenital defects as interfere with function.
- 7) Drugs, sera, injectables, and supplies which are not approved by Health and Welfare Canada, or are experimental, or limited in use whether or not so approved.
- 8) Physician's charges for his time spent travelling, broken appointments, transportation costs, room rental charges or advice given by telephone or any other means of telecommunication.
- 9) Expenses incurred outside Canada, except as specified for emergency or referral treatment under Outside Canada Coverage. Such expenses incurred outside Canada on an elective basis are not payable.
- 10) Experimental medical procedures or treatment methods not approved by the Provincial Medical Association or the appropriate medical specialist society.

Health Care

Effective Monday following ratification, drug plan coverage and dental coverage will continue for eligible dependents of full time employees for a period of one year after the date of death of the full time employee.

Extension of Benefits

If, on the date coverage would cease, an employee is totally disabled or a dependent is confined to hospital, reimbursement will be made for eligible expenses incurred due to such disability, or hospital confinement, until the earliest of:

- a) the 365th day following the date coverage would normally cease;
- b) for an employee, the date total disability ceases;
- c) for a dependent, the date hospital confinement is no longer necessary;
- d) the date such employee or dependent has received the maximum amount allowable.

Maternity Benefits

Benefits for pregnancy or complication of pregnancy become effective after an employee or the dependent of an employee has been insured for nine (9) consecutive months.

If your insurance is terminated, benefits will apply for any existing pregnancy, provided at least nine (9) months have elapsed between the date insurance became effective and the date of delivery.

Maternity Leave

a. Eligibility

Regular full-time female employees who have been employed by TBS for the period of time prescribed by the Employment Standards Act.

b. Periods of Leave

Maternal leave – total of 17 weeks which are covered by E.I.

c. Top-Up

All full time female hourly employees who are eligible for E.I benefits are eligible to receive top-up benefits if they conform to the requirements under Employment Standards. TBS will top up the E.I. payments so that the total pre-tax income received equals 90% of the base pay rate. The top up will continue for the number of weeks of E.I. eligibility, to a maximum of 17 weeks.

Seniority, vacation and Health and Welfare benefits (excluding wage loss provisions) continue during maternity leaves of absence.

Dental Expense Benefits for Employees and Dependents

Eligible Services

All reasonable and customary dental services, which are recommended as necessary and are performed by a qualified dentist or physician, are eligible for benefits under the Plan.

Dental services are classified under three (3) major categories:

a) Basic Services

Examinations and cleaning of teeth (once in any six (6) month period); extractions, fillings and other necessary treatment for relief of dental pain.

b) Restorative Services

Crowns and inlays, bridgework, dentures, root canal therapy (endodontics) and the treatment of tissues and bones supporting the teeth (periodontics).

c) Orthodontia

Proper fitting of natural teeth and prevention or correction of irregularities of teeth.

Dental reimbursement levels

You will be reimbursed for:

- * 100% of the cost of eligible Basic Services;
- * 75% of the cost of eligible Restorative Services;
- * 50% of the cost of eligible Orthodontia Services

Incurred by you or your dependents subject to the limitations and exclusions described below.

Benefits will be paid on the basis of the lesser of the actual fee charged or the amount stated in the current Ontario fee schedule of the Dental Association. In the event that optional procedures are possible, the procedure involving the lowest fee will be considered as the eligible expense provided it is consistent with good dental care.

Limitations and Exclusions

1) Benefits paid in respect of each insured person will be limited to the following maximum amounts:

- a) \$1000.00 per calendar year for Basic Services; and
- b) \$5,000.00 combined lifetime maximum for Restorative Services and Orthodontia..
- c) there will be an annual re-instatement of up to \$600.00 at the beginning of each calendar year, if required, to restore such lifetime maximum to a level of \$5,000.00.

2) When the cost of a series of dental treatments is expected to exceed \$650.00, such treatments must be authorized in advance by the Insurance Company to be covered under the Plan.

3) Expenses incurred for the replacement of dentures are permitted under the Plan at three (3) year intervals.

No benefits will be paid for the replacement of dentures which have been lost or misplaced.

4) Dental Services which may become eligible for *payment in the future, under any Workplace Safety and Insurance Board or other government plan, as well as any service for which the employee or dependent would not otherwise have to pay, are not covered under the Plan.

An "Attending Dentist's Statement" form must be completed by the Dentist and the employee for all claims.

The Beer Store

Corporate Office

5900 Explorer Drive
Mississauga, Ontario
L4W 5L2
(905) 361- 1005
(905) 361- 4297

August 16, 2016

Mr. Rob Edwards
President, UFCW Local 12R24
P.O. Box 9, 83 Campbell Ave E.,
Campbellville, Ontario L0P 1B0

LETTER OF UNDERSTANDING #1

Dear Mr. Edwards:

Re: Members' Assistance Programme

Effective July 1, 2016, the Company agrees to pay \$.12 per hour for all hours worked, including paid holidays and vacation to the Brewers Retail Inc. UFCW Local 12R24 Members' Assistance Programme Fund up to a maximum of \$1,000,000. Contributions, along with a list of employees for whom they have been made, the amount of the contributions for each employee, broken down by period, shall be forwarded by the employer within 15 days after the closing of the employer's accounting period.

Contributions provided for above shall be for the purpose for providing assistance to members of the bargaining unit as shall be determined from time to time by the Officers of UFCW Local 12R24.

It is understood that this letter shall form part of the Collective Agreement.

Jay Wilson
Director, Employee Relations

The Beer Store

Corporate Office

5900 Explorer Drive
Mississauga, Ontario
L4W 5L2
(905) 361- 1005
(905) 361-4297

August 17, 2016

Mr. Rob Edwards
President, UFCW Local 12R24
P.O. Box 9, 83 Campbell Ave E.,
Campbellville, Ontario L0P 1B0

LETTER OF UNDERSTANDING #2

Dear Mr. Edwards:

Re: Existing Part Time employees Upon Ratification

Effective the date of ratification, the following Part-Time Employees will retain benefits based on the Collective Agreement between CLAC and The Beer Store that expired on June 30, 2016 as outlined below. There will be no new entrants to these programs.

Sonia Ferreira
Andrew Berthiaume Sr.
Chris Shaw
Samaria Fredericks
Boutien Meng
Broghan Howard
Taylor Long
Lauren Hamilton
Jamie Rowse
Troy Grubissi
Marlee Goyette
Halley Mahoney
Brandon Thompson
Justin Pfaff
Katie Duff

Benefits Plan:

The above members will be entitled to: Dental and Major Medical (including a Deferred Drug Card and subject to plan deductible) up to a maximum of \$1200 per year per family. Employees and eligible dependants will not be eligible for these benefits until after three hundred and sixty (360) hours worked. Complete provisions are contained in the plan documents issued by the insurance company.

Footwear:

The Company will provide reimbursement for CSA approved footwear to an employee who is in need of new safety footwear for the purposes of their job, up to a maximum of \$50.00. To be eligible for reimbursement, the employee must provide a receipt as evidence of purchase.

Personal Leave:

Employees will be credited with sixteen (16) hours personal leave on January 1 of each year.

In order for these employees to be eligible for these benefits each year, they must work a minimum of seven hundred (700) hours in the previous calendar year. Should any of the above named employees leave The Beer Store, get promoted to PPT status, Full Time status or outside of the bargaining unit or fail to maintain the seven hundred (700) hours requirement, they will no longer be eligible any of the above items.

*Note, not to be included in the Collective Agreement, employees will not be penalized for not working 700 hours in a calendar year if the hours of work are not available to them.

Jay Wilson
Director, Employee Relations

SIGNED this 18th day of August 2016 in London, Ontario.

BREWERS RETAIL INC. (Operating as “The Beer Store”)

Kevin Bekendam

K. Bekendam – Sr. Employee Relations Officer

Steve Nangle

S. Nangle – Operations Manager, London Distribution Centre

Rhonda Brown

R. Brown – Manager, Employee Relations

UFCW LOCAL UNION 12R24, hereinafter referred to as the “Union”.

John Nock

J. Nock, Secretary Treasurer

Craig McDowell

C. McDowell, Committee Member

Lauren Hamilton

L. Hamilton, Committee Member