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AGREEMENT

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS

INTERNATIONAL UNION, A.F. OF L., C.I.O., C.L.C.

LOCAL 156 D

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THE COMPANY LIMITED

Effective: February 1st, 1997

To: January 31st, 2002

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AGREEMENT

This AGREEMENT entered into the 1st day of February 1997 by and between the UNITED FOOD **AND COMMERCIAL WORKERS INTERNATIONAL UNION, A.F. OF L., C.I.O. - C.L.C.** on behalf of its affiliated local union numbered 156 D, hereinafter referred to as the Union, and THE **SEAGRAM COMPANY LIMITED** hereinafter referred to as the Employer.

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations between the Employer, its Employees, and the Union, and to establish and encourage the practice and procedure of collective bargaining between the parties hereto.

NOW, THEREFORE, for **good and** valuable consideration be each party to the other in hand paid at the ensembling of these presents, receipt of which is hereby acknowledged, and in further consideration of the mutual promise and covenants hereinafter contained, it is mutually agreed as follows:

ARTICLE I - RECOGNITION AND SCOPE

The Employer does hereby recognizes Local 156 D of the Union as the sole labour organization representing the Employer's Employees and recognizes and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agency for and on behalf of such Employees in the plant of AMHERSTBURG, **ONTARIO**, provided, however, that application of this clause does not conflict with any Federal or Provincial law or regulation related to labour matters.

The term "**Employees**" as used in this Agreement shall include all the persons included in the Security Department and not include production employees managers, superintendents, department heads, supervisors, non-working foremen, chemists (those who generally perform work requiring a degree of science), general administrative office Employees, all other Employees possessing full authority to hire and discharge Employees, and excluding such Employees as are now covered by existing agreements with Unions affiliated with the A.F. of L., C.I.O. - **C.L.C.**

Persons excluded from the bargaining unit shall not be permitted to perform any work normally performed by Employees in the bargaining unit, which said Employees nor perform or have performed in the past.

ARTICLE II - MEMBERSHIP

1. The employer agrees that it will **keep** in employment only members of the Union in good standing and membership in the union as such shall be a condition of continued employment.
2. The Union shall be the sole judge of the **good** standing of its members. Any Employee who fails to become a member of the Union within the time limit set forth herein below or who fails to pay the required initiation fees and periodic dues and duly authorized assessments, as prescribed by the Union or who shall hereafter cease to be a member of the Union or who shall hereafter ceases to be a member of the Union in good standing shall be **immediately** discharged upon written notice from the Union to the Employer setting forth the reasons for the discharge.

Expulsion or suspension of members by **the Local** Union shall be under regulations consistent with the constitution of the United Food and Commercial Workers International Union.

3. Prior to commencing work, newly hired Employees shall be required to report to a Union representative to be listed as potential members, and must pay the prescribed potential membership fee.

4. All newly hired Employees shall be advised and be deemed to be on probation during the first sixty calendar days of employment **and** may be dismissed by the Company at any time during such probationary period. Upon the request of the Union President, the Employer will discuss the **reasons** for such release.
5. All Employees subject to the terms and provisions of this Agreement shall be required to pay the initiation fee, periodic dues and duly authorized assessments established by the Union as a condition for good standing membership in the Union.

ARTICLE III - CHECKOFF

1. The Employer agrees to deduct from the payrolls all initiation fees, periodic dues and duly authorized assessments, as required by the Union upon presentation of individual authorizations as required by law, signed by the Employees directing the Employer to make such deduction from the Employees' pay in accordance with Local Agreement and remit same to the Financial Secretary of the Union.

The Employer shall be held free and harmless from any liability whatsoever in handling such deductions and may require a release from the Union upon payment thereof.

2. The Employer agrees that it will make provision for the withholding of final pay cheque to any Employee coming under the above provision, so that in the event the Employee is discharged, quits or is laid off or released, at the request of the Union, such Employees must clear all indebtedness (dues, initiation fees, and assessments) due the Union before receiving his/her final pay cheque.

The Employer agrees that in the event of any negligence on its part in giving the Employee his/her final cheque before his/her indebtedness is paid to the Union, the Employer will be liable and will pay the Union any monies due the Union from the Employee. It is further agreed that the Employer will make payment to the Union as set forth above within one week **after** receiving notice from the Union.

ARTICLE IV - HIRING

1. The parties agree that it is desirable to stabilize employment in the industry by granting preference of employment to experienced persons and recognize that the Union's knowledge and experience within the industry, together with the sources of competent people available to it, can be of assistance to

the Employer in recruiting needed Employees. It is therefore agreed that the Employer shall notify the Union whenever Employees are to be hired and shall afford the Union an opportunity to recommend **job** applicants. Similar notifications may be given to other sources of employment. The Employer further agrees to give such **job** applicants due consideration.

2. The Employer agrees to notify the Union in writing within five **(5)** working days upon **the** hiring of any Employees, giving the names, addresses, ages, sex, telephone numbers, and types of **job** classification.

ARTICLE V - DISCHARGE

1. The Employer shall not discharge any Employee without just cause. Prior to any proposed discharge, the Employer shall notify the steward and/or Union officer to **be** present when formal charges are made against an Employee.
2. In order that the Union representative may have sufficient time to investigate the charges, the Employee shall not be discharged but may **be suspended** for five **(5)** days business **days**. If, after such five (5) days, the matter cannot be satisfactorily settled, the Employee may be considered discharged.
3. If the Union or the Employee consider such discharge to be unjust, the matter shall be handled in the manner set forth in Article XX hereof, provided the grievance is filed in writing with the Employer and the Union within fifteen (15) business days after such discharge becomes effective.
4. In the event such discharge is determined to have been unjust, **the** Employee shall **be reinstated in good standing, without** prejudice or loss of seniority rights, and shall receive full pay and benefits for the time lost.
5. In the **event** any Employee is discharged, such Employee shall receive full pay due him/her less any monies due the Union on check-off.
6. Any Employee having two years of work without written reprimands placed on his/her record will not have previous written reprimands used against him/her for disciplinary reasons.
7. In the case of written reprimand, a copy of said reprimand will be given to the Employee concerned and to the local Union within fifteen (15) business days, or else such reprimand will be void.

ARTICLE VI - UNION AFFAIRS

1. It is specifically understood and agreed that there shall be no restraint, coercion, interference or discrimination by the Employer or any of its agents against any members of the Union, because of membership therein or the carrying on of any Union activities.
2. It is further understood and agreed that it shall not be just cause for the discharge of any Employee that such Employee engage in Union activities of any kind.
3. The department steward and/or Union officer may, with permission from his/her supervisor, handle any Union business that requires his/her immediate attention. This permission will be granted without undue delay, taking into account work requirement. It is understood that this arrangement will not be abused.
4. In the course of their Union duties, it is understood that local Union officials shall have the right to visit their plant when off duty and that International Union officials shall have the right to visit the plant. It is understood that such officials shall secure visitors's passes from local plant management at the beginning of such visits.
5. Officers of the Union shall be allowed time off without pay for official Union business with due regard given production requirements of the Employer. They will be entitled to the same benefits as though they were at work.
6. A limited number of Employees shall be paid the applicable rate of pay by the Employer for all time consumed on labour management conferences called or accepted by the Employer during said Employees' regular working hours on the Employer's premises. Should the labour management conference be allowed to extend beyond regular working hours the normal overtime rates will apply.
7. The Employer shall provide a bulletin board upon which notices concerning official Union business may be posted.

ARTICLE VII - WORK SCHEDULE

1. The regular work schedule shall be forty (40) hours per week divided into five (5) days of eight (8) hours each, within a seven (7) day (Monday to Sunday) work week.

It is understood that days off within the work week will be scheduled consecutively. All shifts to rotate.

2. (a) Advance work schedules, for continuous operations of two (2) weeks, shall be posted one (1) week prior to start of such schedules and shall include schedules for Saturday and Sunday.
- (b) The pattern of work schedules and any changes thereafter shall be discussed between the parties before they become effective.
3. When overtime work is available it shall be equally distributed among available Employees in the department who regularly perform the work.

TWELVE HOUR SHIFT AGREEMENT

1. It is agreed that there will be no extra cost to the Company as a result of implementing the twelve hour shifts.
2. It is understood and agreed that the twelve hour shift schedule may be cancelled at any time by **either** party, in such **case** we would revert to the previous eight hour schedule, after completing a period of four weeks.

3. Work Schedule:

Two twelve hour shifts: 08:00 h to 20:00 h - shift 1
20:00 h to 08:00 h - shift 2

4. Pay Schedule:

- a) All scheduled twelve hour shifts (including Saturday and Sunday) will be paid at straight time except:
 - i) Hours worked in excess of the scheduled twelve hour shift (Saturday and Sunday included) will be paid at time and a half.
 - ii) Hours worked by an employee scheduled to cover a twelve hour shift on **his** scheduled day "**off**" will be compensated at the rate of time and one half for all hours worked.
 - iii) In the event that an employee on his day "**off**" is "**called-in**" to cover a twelve hour shift, he will be compensated at time **and** a half for all hours worked.
- b) Meals allowance on overtime will be provided as follows:
 - (i) **Less than two hours of overtime:**
Work continues beyond the regular quitting time up to completion.

(ii) **More than two and up to four hours of overtime:**
A meal allowance will be provided.

(iii) **More than four hours of overtime:**
After each four hours of work, a meal allowance will be provided.

NOTE: A meal allowance of \$10.00 (ten dollars) per meal will be **paid** by cheque in the following week.

5. **Statutory Holidays**

Employees working on a holiday will be compensated at the rate of time and one half for the shift plus eight (**8**) hours for the holiday; for those not working, they will receive eight hours pay.

6. **Bereavement Leave**

- a) Three days = **Two** twelve hours shifts off with full day.
- b) One day = One twelve hour shift off with eight **hours pay**.

7. **Company Sick Pay**

Article **XVIII**, section 4(a) of the Agreement changed from "**six** straight time hours **pay** for any **days lost**" to "**nine** straight time hours pay for all scheduled shifts missings".

8. **Jury Duty**

Article **XXII** of the contract to apply but compensation to be at twelve hours for scheduled shifts missed.

9. Given that it is difficult to cover all eventualities at this time, it is further understood that if any problems arise they will be resolved by mutual consultation and subsequent amendments could be made to this agreement.

10. Should the employee be late on his shift, the security officers at work in the meantime will be compensated at time and one half.

11. In the event we would revert to the eight hour shifts, there would be a Labour/Management agreement **as** to the work schedule.

ARTICLE VI - COMPENSATION

1. All Employees coming under the **scope** of this Agreement shall be compensated for their services on the basis of \$ 12.00 effective February 1, 1997 plus increases of \$ 0.50 February 1st, 1998, 1999, 2000 2001 and 2002 plus any applicable Cost-of-Living Allowance, as per paragraph #9.
2. All Employees shall be paid on Thursday by direct deposit.
3. Laid-off Employees shall receive all monies due them, if they wish, the week following their layoff.
4. New Employees shall begin at the rate of one dollar (\$1.00) per hour less than the rates specified in Section 1 above, for a period of 2080 regular hours of active employment. Thereafter they shall receive the full rate.
5. The rate of time and one-half will be paid for hours of overtime contiguous to the regular shift.
6. An Employee who works overtime shall be paid a minimum of one quarter (1/4) hour overtime and for any additional overtime in units of one-quarter (1/4) hours.
7. All work performed by Employees recalled from their scheduled vacation shall be paid for at the rate of double time and they should take **as** vacation without pay the days worked within 30 days.
8. All employees working on the shift ending nearest midnight shall receive a shift premium of thirty (30) cents per hour and all Employees working on the shift beginning nearest midnight shall receive a shift premium of fifty (**50**) cents per hour. When shift workers are required to work overtime, the shift premium shall be added to their regular rate and the overtime rate applied to the total thereof. **The** Employee basic shift shall determine the amount of shift premium applicable on overtime. No shift premium will be applied in the case of Employees working overtime into a higher premium shift.
9. Shift **premiums** for Employees on permanent shifts or the average shift premium for Employees permanently on continually rotating shifts shall be considered as part of the basic hourly rate for the calculation and payment of holidays, vacations, leave for death in family, supplemental workmen's compensation and jury duty compensation.
10. COLA
Should in any given year the COLA adjustment as calculated in the formula described below generate an increase greater than \$ 0.50 then, the difference between the result of the calculation and \$ 0.50 will be given as an additional increase.

COLA FORMULA

- (a) The Base Index (1986=100) is October 1995 = 133.8
- (b) For each increase of 0.095 points above the Base Index, there will be an allowance of 1 (one) cent per hour. In the event the form or basis of the Index is changed, the parties agree to request Statistics Canada to continue to furnish, for the term of this agreement, the Index in its present form and calculated on the same basis as the Index published in October 1995.
- (c) The C.P.I. is to be reviewed each year as from February 1998.

That is: in February, when the January C.P.I. is published.

In February 1998, the cost of living allowance if applicable will be calculated to take effect in the first pay period commencing after the January C.P.I. Index publication. This procedure will be repeated for the life of the agreement.

ARTICLE IX - GUARANTEED WORK

- 1. Employees who report to work as scheduled shall be offered at least twelve (12) hours work during the regular department work schedule on that day. An exception to this is in the case of fire, power failure or Act of God in which case Employees shall be guaranteed six (6) hours work. If the company is unable to schedule work of any kind, six (6) straight time hours pay will be given in lieu thereof.

ARTICLE X - HOLIDAYS

- 1. The following are hereby declared Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
- 2. Employees who are not required to work on the above days shall receive eight (8) hours pay, based on their regular rates.
- 3. Employees who are required to work on these days shall receive time and one-half for all hours worked, plus eight (8) hours holiday pay.
- 4. To be eligible to receive holiday pay, an Employee must have earnings in the week in which the holiday is observed. However, to be eligible to receive holiday pay, a laid-off Employee must have worked within five (5) working days prior to the day the holiday is observed. Employees who do not have

earnings in a week in which a holiday occurs but who are absent due to doctor certified sickness in the waiting period required prior to being eligible to receive weekly indemnity payments, or who are absent on Company approved official union activities, will also receive holiday pay. Under no circumstances, however, will holiday pay be paid when Company sick pay, Health and Welfare or Workmen's Compensation covers the holiday. However, if a holiday is observed during the period that an Employee is on Company sick pay, the Company sick pay will be topped up to eight (8) straight time hours pay. Also, during the six last months in which an Employee was receiving Worker's Compensation benefits the holidays will be **topped up** to eight (8) straight time hours pay.

5. Should any of **the** above holidays occur on Saturday, they will be observed on Friday. Should any of the above holidays occur on Sunday, they will be observed on Monday. Should the Local Union **and** Plant Management mutually agree to observe a holiday on some other day, it will become the holiday for purposes of pay or overtime.

ARTICLE XI - VACATION

1. The Employer shall grant vacations with full pay to all Employees on the following basis:

<u>PERIOD OF SENIORITY</u>	<u>VACATION</u>
1 year	2.6 weeks
5 years	3.6 weeks
10 years	4.6 weeks
18 years	5.6 weeks
25 years	6.6 weeks

The 3 new days of vacation will be scheduled at the holiday season in order to provide Employees with an uninterrupted Holiday season between Christmas and New Year. However, it is agreed that some Employees will be required to work **in** this period. Those Employees will receive these 3 days at some other time.

2. The period for taking vacations shall be from January 1st to December 31st. No employee will be required to take his/her vacation prior to May 1st or after September 30th.
3. Employees shall have preference of vacation periods in order of seniority, taking into consideration the efficient operation of the plants.
4. An Employee who has qualified for a vacation may request that

vacation at any time beginning on or after January 1st of the vacation year.

5. Subject to the above paragraph, Employees may schedule one week of vacations a day at a time. No employee shall be required to assume the duties of an Employee on vacation in addition to his or her own duties.
6. In the event a holiday occurs during an Employee's vacation period, he shall be paid for the holiday in addition to the vacation pay. This provision will also apply to holidays occurring during the anticipated plants' shutdowns for Employees who have previously had vacations approved for this period and are subsequently laid off.
7. To be eligible for vacation, Employees must meet the following requirements:
 - (a) Employees having one to five years seniority must have received compensation in at least twenty-six (26) weeks between June 1st of the preceding year and May 31st of the vacation year, or have received compensation in twenty-six (26) weeks in the 12 months preceding the Employee's employment anniversary date in the vacation year.
 - (b) Employees having more than five (5) years seniority must have received compensation in at least eighteen (18) weeks between June 1st of the preceding year and May 31st of the vacation year, or have received compensation in eighteen (18) weeks in the 12 months preceding the Employee's employment anniversary date in the vacation year.
 - (c) The term "compensation" as used herein shall be deemed to include weekly benefits payments received by the Employee under the Health and Welfare Program and the Workman's Compensation Act, provided however, that such weekly benefit payments may only be credited towards one vacation.
8. Pay for vacation earned under Article XI Section 7 shall be as follows:
 - (a) The first two weeks vacation entitlement for all Employees will be paid on the basis of either:
 - (i) 4% of gross earnings, including overtime and premium time, for the period of qualifications described in XI (7) (a).

OR

(ii) 84 hours straight time earnings. Whichever is greater

(b) Additional weeks of vacation entitlement earned under Article XI will be paid at 40 hours straight time earnings per week or 42 hours straight time earnings per week if the Employee has received compensation of an average of forty-eight (42) hours or more during at least a combination of any twenty-six weeks, during the qualifying period selected by the Employee to qualify for his or her vacation.

9. Should an Employee who has qualified for a vacation in a vacation year be separated from employment with the Company for any reason during such vacation year before he/she has taken his/her vacation, he/she shall be entitled to his/her vacation pay.
10. If, during a vacation period, new wage rates are established, those Employees taking their vacations during that vacation period after the effective date of the new rates shall have their vacation pay calculated in accordance with the provisions of the Article, but at the newly established rates.
11. Employees can schedule the equivalent of one week vacation, one day at a time, subject to the conditions of Section 3.
12. Employees who are not eligible for vacations will receive a vacation pay of 4%, or 6% if they have 5 years of seniority or more, of gross earnings, including overtime and premium pay, for the period from June 1 to May 31st which ends in the vacation year.

ARTICLE XII - SENIORITY, PROMOTIONS, LAY-OFF AND RECALL

1. (a) The Employee's length of service for the purpose of determining seniority rights shall be deemed to have commenced on the first day of employment with the Employer.
 - (b) In all cases of transfer, promotion, recall, increase or decrease of the number of Employees, seniority rights of Employees shall govern.
 - (c) The Employer shall give notice of layoff to all Employees who are to be laid off before noon on the working day prior to the day the Employees are to be laid off.
2. Seniority rights of Employees shall terminate upon their

discharge or resignation.

3. Seniority rights of Employees with less than ten (10) years seniority shall terminate if they have not worked at any time in a continuous period of thirty-six (36) months. Periods of time in which the Employee had work available but was absent and received weekly benefits under ARTICLE XV, INJURY, or weekly benefits under ARTICLE XVIII, **HEALTH AND WELFARE PROGRAM**, shall be considered **as** time worked for this provision. This section shall not apply to Employees **who** were recalled to work but were unable to work due to a doctor certified illness extending beyond three years.
4. If any Employee leaves his/her work or fails to report for work as scheduled, without notifying or having permission from his/her supervisor, except in the case of illness or emergency, such Employee may be **considered** as having permanently quit his/her work and shall forfeit all seniority rights. This clause will be applied only in case of abuse.
5. In the restoration of employment, laid off Employees directed to return to work shall report for work at the time specified in the written notice or inform the Employer within seventy-two (**72**) hours of inability to do so. Failure to notify the Employer without good reason shall cause the Employee to be dropped from the roster of Employees. The Employer will notify the Employee at the last address given on the personnel record.
6. Employees directed to return to work may request permission to be by-passed until the seniority roster of Employees has been exhausted. This provision shall apply only in the case of recall for seasonal or temporary work.

ARTICLE XIII - LEAVES OF ABSENCE

Leaves of absence may be obtained from the Plant Manager, for illness and for personal reasons. Such leaves shall also be first approved by a representative of the Union. If not approved by the Union or proven to have been obtained by fraud or misrepresentation, the Employee may lose all seniority rights and be subject to dismissal. Leaves of absence may be extended if circumstances warrant.

An Employee held in custody, until found guilty under the Criminal Code, will be treated as though the Employee were on leave of absence.

ARTICLE XIV - LEAVE FOR DEATH IN FAMILY

1. In the event of the death of a member of the immediate family such as father, mother, sister, brother, mother-in-law, father-in-law, legal guardian, spouse, child, step-father, step-mother, step-sister, step-brother or step-children, an Employee shall be given up to three (3) business days leave with full pay, just as he/she would have received if working.

Spouse will include declared common law spouse permanently residing **with** Employee.

2. In the event of the death of an Employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather or grandchild, the Employee shall be given the one business day's leave **with** full pay, just as he/she **would** have received if working.
3. Employees on approved **leave** of absence to care for members of their **immediate** family shall, in the event of death of said family member during such absence, receive the benefits set forth here **above**, provided that the Employee returns to work in a reasonable time following such death.

ARTICLE XV - INJURY

1. For injuries occurring at **work**, and eligible for WC benefits, the Company will pay, on a weekly basis, monies equivalent to WCB payments. The WCB payments when issued will go to the Company. In this way, the Employee will be protected from interruption in earning due to delays in processing the claim. The Employee will repay all monies paid to him/her by the Company if the claim is finally rejected by the WCB. Failure to repay will result in discharge and legal proceedings.
2. In the event any Employee is injured while at **work** and is required to leave work, he/she shall **be** paid his full wages for that day.
3. In the event **any** Employee **is** injured at work and such injury permits continued work but requires periodic visits to a doctor or hospital for treatment, such Employee shall be paid for all time consumed in making such visits during regular working hours. Also, the Employer shall furnish transportation during working hours. The Employer also agrees to pay the injured Employee for time lost in required visits to **the** Workers' Compensation **Board** **and** to furnish transportation during working hours.
4. For all presence at an appeal stage of the Worker's

Compensation Loard required as a result of the company'. demand or contestation, the union representative and the employee concerned will be paid from the time they lease the plant to go to the hearing, up to their return immediatly after the hearing ends.

The cost of transportation, for one vehicule only, will also be reimbursed at the rate per kilometer established at the plant.

The above two paragraph apply only if the appeal level maintains the original decision.

ARTICLE XVI - UNIFORMS AND EQUIPMENT

1. The Employer agrees to furnish all Employees with uniforms.
2. With the understanding that an Employee must wear them at work, the Employer will pay the full cost of each pair of safety shoes purchased by the Employee up to two pairs per year and the full cost of prescription safety glasses up to a limit of one per year. Prescription safety glasses in this paragraph are to include both the lenses and the frames. Both the lenses and the frames are to be C.S.A. approved or equivalent. The cost to the Employer of such articles shall not exceed the amount of the standard prices of C.S.A. approved articles.

A newly hired employee and/or an employee recalled for the first time during the year will be entitled to one pair of safety shoes on the first day on the job. The second pair will be due to him/her at the end of the 3rd month of work.

ARTICLE XVII - OUTSIDE CONTRACTORS

It is agreed that, except in conformace with past pratice and policy, no work regularly performed by Employees in the bargaining unit shall be contracted out or be performed by any other Employees.

Whenever it becomes necessary for the Company to contract out, the Company agrees to advise the Union, a minimum of two weeks in advance of the work except for unforesen circumstances, of the work to be done.

ARTICLE XV - HEALTH AND WELFA PROGRAM

1. The Employer agrees to execute and abide by the terms of the Health and Welfare Program sponsored by the Insurance Carriers and agrees to execute or keep in force Standard Trust Agreement and any Amendment or additions made thereto. The

duration of the Trust Agreement and Amendments hereto shall not be affected by the expiration of this Agreement, but in the event of the expiration of this Agreement, shall continue for a minimum of six **(6)** months beyond the expiration or termination or for any longer period which may be provided for in the Trust Agreement.

2. Premiums, if required, for Provincial Basic Hospital Insurance and Medicare schemes will be paid directly by the Employer.
3. An Employee who falls sick or is disabled during employment will benefit from a four-phase coverage:

(a) company Sick Pay

After the first day of each absence from work due to illness, an Employee will receive six straight time **hours** pay for any day lost through sickness or disability for all days in the waiting period prior to eligibility for weekly indemnity payments. The above holds for unlimited times in any **year** and the period of illness need not extend to where the Employee qualifies for weekly indemnity payments. However, where the Employee qualifies for weekly indemnity payments, the Employee will receive six straight time hours pay for all day in the waiting period.

(b) Weekly Indemnity Payments

The Company will pay premiums designated private carriers providing a weekly benefit for a maximum of 26 weeks following the waiting period. The twenty-six week period will cover one or more illnesses during the same absence. Details of the plan are to be found in the company's pamphlet. The weekly benefit will be twenty-four times the job's hourly rate. The Company will monitor attendance during the contract term to determine if **costs of** providing this improved coverage are reasonable.

(c) Long Term Disability Insurance

A long term disability insurance plan will provide **the** Employee with a \$600.00 per month benefit commencing after the exhaustion of weekly indemnity payments, to the age of 65. The Employer will pay the premiums. Details of the plan are outlined in the company pamphlet.

(d) Pension

The Long Term Disability Insurance Plan will maintain Employee's service in the Company Pension Plan, including years in which Employee received Long Term Disability benefits.

4. The Company will pay one month's premiums to the Carriers for Employees with 5 or more years of seniority, if they are away from work because of layoff. The Company will pay premiums to the abovementioned carriers for Employees with 5 or more years of seniority, if they are away from work because of sickness covered by Company sick pay or by weekly indemnity.

The Company will pay premiums to the abovementioned carriers for Employees unable to perform any work and who are on Long Term Disability or Workers' Compensation.
5. Retirees will be covered for semi-private hospital, prescription drugs, vision care, and except as otherwise provided under Federal or Provincial Law.
6. The Company will pay the premiums towards a dental plan. Details of the plan are to be found in the company's pamphlet.
7. For new retirees, a paid up life insurance policy of \$3,600 will be provided.
8. The Company reserves the right to select carriers that provide the most efficient and qualified service for all negotiated benefits. No benefits or premiums will be provided that duplicate present or future obligatory Government plans.
9. The Company will pay premiums to provide \$24,000 life insurance effective February 1st, 1997; and \$24,000 accidental death **and** dismemberment benefits effective February 1, 1997.
10. Upon the death of any active Employee, the Company will pay premiums for semi-private hospital, prescription drugs, vision care and except as otherwise provided under Federal or Provincial Law, for the spouse and eligible dependents, until the spouse remarries or dies whichever comes first.
11. The Company will pay premiums for children of eligible Employees until age 25 if unmarried, attending school or university **as** full-time students, and who are primarily dependents on the parent(s) for support, for prescription drugs, semi-private, vision care except as otherwise provided under Federal or Provincial Law.
12. If a retired Employee dies before age 65, semi-private hospital, prescription drugs, vision care will continue for the spouse and eligible dependents until he/she remarries or dies, whichever comes first.
13. The Company will pay premiums to the above-mentioned carriers for Employees on authorized leaves of absence of less than 30 days, as though they were at work, if their seniority gives them recall rights.

ARTICLE XIX - EXISTING CONDITIONS

The parties agree that existing working conditions, employment conditions, which may be more favourable in any aspect than provided for herein, shall be continued whether or not referred to in this Agreement.

ARTICLE XX - GRIEVANCE PROCEDURE

- 1) **Any** complaint disagreement or difference of opinion between the company and the union, or the employees covered by this agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this agreement, shall be considered as a grievance.
- 2) The employee, the union or the company may present the grievance. Any grievance which is not presented within fifteen (15) business days following the event and giving rise to such grievance, shall be forfeited and waived by the aggrieved party.
- 3) Where the union requires information regarding a grievance, the employer shall promptly supply such information in writing to the union within ten (10) business days from the date of the request.
- 4) It is understood and agreed that nothing in this agreement shall prevent an employee from discussing a problem or complaint with his/her immediate supervisor without recourse to the formal grievance procedure.
- 5) All grievances must be submitted in writing.
- 6) The procedure for adjustment of grievance and disputes by employees shall be as follows:
 - **By** a discussion between the shop steward and/or the union representative with the employee's immediate supervisor or his or her designated appointee.
 - Immediate supervisor or his or her designated appointee **shall** reply to the grievance in writing, to the union, within two (2) business days.
 - If a satisfactory settlement is not reached the union representative will proceed to Step Two.
 - Step Two: The union representative or representatives will take the matter **up** with the plant manager.
 - The plant manager shall reply to the grievance in writing to the union within five (5) business days.

- If a satisfactory settlement has not been reached, the union representative will proceed to Step Three.
 - Step Three: In the event the last procedure failed to produce a satisfactory settlement, the matter shall then be referred in writing to the Ontario Assistant to the Canadian Director of the Union or his designate and the Vice president of human resources of the employer.
 - If a satisfactory settlement cannot be reached, then upon request of either party, within fourteen (14) business days of receiving a final written decision from either party but not thereafter, the matter may then be referred to an arbitrator, selected in accordance with the number 7 below.
- 7) It is understood and agreed by the union and the company, that the time limit specified in the various steps of the above grievance procedure, may only be extended by mutual agreement between the union and the company.
 - 8) If the union and the company cannot reach a settlement, then upon request of either party the grievance shall be submitted to an arbitrator. If an agreement cannot be reached **within** seven (7) business days in respect to the selection of an arbitrator by the parties involved, the matter shall be referred to the Ontario Labour Board, who shall appoint an arbitrator.
 - 9) The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he or she deems essential for full understanding and determination of the issues involved. In reaching a final decision, the arbitrator shall be governed by the provisions of this agreement and shall render his or her decision as soon as reasonably possible.
 - 10) The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement. All grievances submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provisions of this agreement, or which involves the determining of a subject matter not covered by or arising during the term of this agreement.
 - 11) In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the company's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to

settle the matter in any way he or she deems equitable.

- 12) If questions relative to time limits are raised by either party, the arbitrator is empowered to rule on such an issue.
- 13) The findings and decisions of the arbitrator, are on all arbitrable questions, shall be binding and enforceable on all parties involved.
- 14) It is the intentions of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations, as a result of any grievances the parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.
- 15) Expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE XXI - GENERAL CONDITIONS

1. There shall be no discrimination on any job because of sex and the agreed contract rates shall be paid irrespective of which sex performs the work.
2. The Company agrees to make all necessary provisions for the protection, safety and health of the Employees.
3. No new Employee employed after February 1, 1997 shall be qualified or eligible to receive Leaves of Absence, Jury Duty payment, Funeral benefit payments, Health and Welfare coverage, one of the two pairs of Safety shoes until they have completed 2080 regular hours of active employment.
4. If it becomes necessary for the company to create new positions, applicable hourly rates for such positions will be established after consultation and agreement between the parties.
5. Should changes makes it necessary to combine positions, the company agrees to discuss such changes with the Union. Should a dispute over such issues arise, the Union may proceed as stated in Article XX.
6. It is agreed that as many special constables, as may be deemed necessary by the Management for the proper protection of the property shall be permitted to report for and remain on duty on their regularly scheduled shifts in the event of a strike.

7. No employee shall be absent from work without first **having** obtained **permission** from the Plant Department Head, except in cases of illness or circumstances beyond the control of the Employee. In such cases, the Employee should attempt to advise the Company as soon as possible. Employees absent without **good** reason shall be subject to suspension and/or discharge.
8. Security Officer must remain on duty until the relief Security Officer replaces him unless he is given permission by his supervisor to leave.

ARTICLE XXII - JURY DUTY

An Employee who is absent from work when called for jury duty, or to act as Crown Witness for action witnessed at work or while entering or leaving the plant, will receive the difference between what he/she received as jury or witness fees and his/her regular daily earnings, provided satisfactory proof is submitted to the Personnel Manager, that he/she was called for jury or witness duty, and secondly, that he/she returned within a reasonable time to his/her work assignment.

It is further agreed that this provision will apply to excuse absences related to jury or witness duty, from shift **work** on the shift immediately prior to or immediately following the day in which jury or witness duty was served.

ARTICLE III - EFFECTIVE DATE AND DURATION OF AGREEMENT

1. This Agreement shall become effective February 1st, 1997 and shall remain in full force and effect until January 31st, 2002 inclusive, and thereafter for successive yearly periods unless, at least **sixty** (60) days prior to the expiration of the initial period or any yearly period thereafter, either party hereto shall give written notice to the other of its desire to modify or terminate the Agreement.
2. This Agreement shall ensure to **the** benefit of and shall be binding upon the heirs, executors, administrators, successors **and** assignees of the parties hereto.

ARTICLE XXIV - PENSION

Details of the Pension Plan are outlined in the Company's Benefits Booklet.

ARTICLE XXV - SEVERANCE PAY

In the event that an Employee's employment is terminated due to the permanent closure of a plant, he/she shall receive from the Company 1.5 week's regular non-overtime pay per year of seniority, up to a maximum of 52 weeks.

Letter of Agreement
Between

U.F.C.W. Local 156 D

and

The Seagram Company Ltd.

The parties have agreed to supplement the Collective Agreement taking effect February 1st, 1997 with the following:

1. Mr. J. McKinley rate of pay **as** of February 1st, 1997 will be \$19.00 per hour plus applicable increases stipulated in Article VIII items 1 and 9.
2. Mr. S. Brush rate of pay **as** of February 1st, 1997 will be \$16.50 per hour plus applicable increases stipulated in Article VIII items 1 and 9 and will continue for as long as he is employed.
3. As of February 1st, 2002, all employees including Mr. McKinley will come under the new terms as negotiated in the master agreement.
4. For existing Employees retiring before February 1st, 1997 and for **Mr.** McKinley at retirement an out of Province insurance benefit and basic dental plan will be provided. Also in the case of death, semi-private hospital, prescription drugs and vision care will continue for the spouse and eligible dependents until she remarries or dies.
5. Present employees will receive a severance pay of \$2,000 per year of seniority as follows:

Mr. L.W. Bridgen	\$ 23,000
Mr. A. Sabo	\$ 79,833
Mr. O. Snyder	\$ 21,167

for the above 3 employees severance will be paid upon ratification and having all required documents for retirement completed.

Mr. J. McKinley	\$ 16,333
Mr. S. Brush	\$ 2,000

for the above 2 employees severance will be paid February 1st, 1997.

6. Estimated monthly pension payable from February 1st, 1997 for the following employees are:

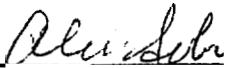
	Without survivorship	With survivorship
Mr. L.W. Bridgen	\$ 359.75	\$ 341.76
Mr. A. Sabo	\$ 1,633.61	\$ 1,551.93
Mr. O. Snyder	\$ 343.52	\$ 326.34

7. Mr. J. McKinley pension benefit will be calculated on the basis of \$47 per year of credited service also; a life insurance of \$37,000 will remain in force until his retirement.

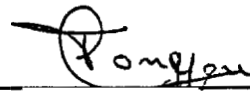
This letter of agreement is valid under the express condition that Messrs. Sabo, Bridgen and Snyder retire by February 1st, 1997.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29 of October, 1996 for and on behalf of Local 156 D.

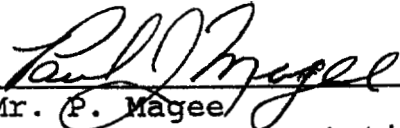
THE UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
A.F. OF L., C.I.O., C.L.C.



Mr. A. Sabo
President local 156 D



Mr. T. Lepore
Vice-President, Human Resources



Mr. P. Magee
U.F.C.W. Representative



Mr. D. Gibb
Plant Manager