

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COCA-COLA CANADA BOTTLING LIMITED  
(KELOWNA & KAMLOOPS, B.C.)**

**AND**

**TEAMSTERS LOCAL UNION No. 213**



**March 7<sup>th</sup>, 2022 – March 5<sup>th</sup>, 2025**

**WALTER CANTA  
Secretary-Treasurer**

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## INTERIOR AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 7<sup>TH</sup> DAY OF MARCH, 2022.

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED  
KELOWNA & KAMLOOPS, B.C.**

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

**AND: TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

### 1. BARGAINING AGENCY AND DEFINITION

- (a) The Company recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority and shall include so called casual employees in the unit.
- (b) The term "employee" as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. In the event that any person is taken into employment (i.e. performs work of any kind) and there is no classification or wage rate contained in this Agreement for the job which that person would be doing, then the Union and the Company shall immediately negotiate a classification and wage rate for that person. Failure to agree by the parties, either party shall have the right to have the matter referred to a Board of Arbitration as contained in this Agreement.

Notwithstanding the foregoing, the Parties have agreed that Account Managers (Advance Salesmen), Office and Clerical Staff are excluded from the Bargaining Unit.

- (c) All work within the bargaining unit shall be performed only by Union persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein, except for work of an instructional or emergency nature or due to the non-availability of bargaining unit personnel. The Company shall give assistance in the placement of racks. Abuse of this provision shall be cause for a grievance. The Company agrees that there will be no layoff, reduction in the hours of work of any employee or postponement of recall of an employee on layoff by reason of the performance of such work by persons other than members of the bargaining unit.
- (d) The Company agrees to endeavour to ship their products by trucking firms who have Teamsters Agreements.

- (e) A "seasonal employee" shall mean an employee within the bargaining unit engaged as such for work of a temporary nature during the period from March 15<sup>th</sup> to October 15<sup>th</sup> or from November 15<sup>th</sup> to January 15<sup>th</sup> in any year. A seasonal employee who remains in the Company's employ beyond the seasonal periods described above or who has been, prior thereto, accepted by the Company as a regular employee shall thereupon cease to be considered as a seasonal employee and their seniority shall date from their original date of hiring. Any seasonal employee who, after October 15<sup>th</sup> or January 15<sup>th</sup>, is subsequently accepted by the Company as a regular employee shall have seniority as of their latest date of hiring, but shall be deemed to have completed such part of their probationary period as may be determined by the number of days actually worked in the six (6) months immediately preceding their latest date of hire. Seasonal or part-time employees shall be on a separate seniority list and given first opportunity to become full time employees. Seasonal employees do not have to be students. Seasonal employees may be used from October 1st through April 1st to provide for replacement relief of employees on the seniority list for any type of absence.
- (f) A "temporary employee" shall mean an employee who is hired on a temporary/part-time basis to address fluctuations in workload, and/or to replace a regular employee who is temporarily absent from work for any reason. Temporary employees shall not acquire seniority. However, if a temporary employee applies for and receives a posted job, their seniority shall be determined in accordance with the provisions of Article 13(c) and Article 19 hereof. During seasonal employment periods, temporary employees shall have priority of employment opportunity over seasonal employees.

If a temporary employee completes one-thousand six hundred (1,600) straight time hours in a calendar year, exclusive of hours worked to backfill for full-time employees who are away from work for any reason (e.g., vacation, injury, illness, approved leave, etc.), then the Company will declare a full-time vacancy pursuant to Article 13.

## **2. DURATION OF AGREEMENT**

- (a) This Agreement shall be in full force and effect from and including March 7<sup>th</sup>, 2022 to and including March 5<sup>th</sup>, 2025 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.
- (b) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented or the Company shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.
- (c) The operation of Section 50 (2) of the British Columbia Labour Relations Code is hereby excluded.

### **3. UNION SECURITY**

- (a) When additional employees are required within an area which is serviced by a permanently established and operating Union Hiring Hall, the Company shall give the Union first opportunity to supply suitable Union members for employment. In the event the Union is unable to supply suitable persons and the Company hires a person who is not a member of the Union, the Company must contact the appropriate Union office before the person commences work, or else the Company will remove such person from the job at the request of the Union.

It is understood that refusing to employ a referral by the Union shall not be subject to the Grievance Procedure of this Agreement. The Company further agrees that they shall not employ or continue to employ in any job coming under this Agreement, any person who is otherwise employed by another employer, or any sub-contractor.

- (b) The Company agrees to have each new employee fill in the required membership cards supplied by the Union on their first day of work, and shall remit such cards directly to the Union.

All employees shall be required to be a member of the Union as a condition of employment with the Company, excepting that employees who will be hired for less than fifteen working days shall not be required to join the Union, but shall be covered by the provisions of (d) herein.

- (c) Should any employee covered by this bargaining unit cease, at any time, to be a member in good standing of the Union, the Company shall, upon notification from the Union, discharge such employee.
- (d) The Company shall deduct from each employee an amount equal to the Union's dues and levies from the employee's first (1st) payroll cheque and add the employee's name and the said amount to the closest applicable checkoff. (i.e. If the checkoff for that month has not been remitted to the Union it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.)

### **4. DEDUCTION OF DUES, ETC.**

- (a) The Union shall each month mail to the Company a checkoff form, in duplicate, setting out the names of each employee in the Union and the amounts of dues, etc. they owe. The Company shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in 3 (d) herein.
- (b) All employees referred to above will be required to sign authorization for checkoff of Union dues and levies which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.
- (c) The Company shall deduct and pay over to the Secretary of the Union any monthly dues and levies levied in accordance with the Union's By-Laws, owing by said employees hereunder to

the said Union. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union, not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

## 5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Company shall allow time off work, without pay, to any employee who is serving as a Union delegate to any Conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business. During such leave of absence in excess of one (1) week, the Company shall not be responsible for payment of wages to the employee nor for the making of contributions to pension funds, life insurance or any other payments required to be made by the Company under this Agreement.

No employee who acts within the scope of the above paragraph shall lose their job or be discriminated against for so acting.

- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing them from reporting to work, they will automatically be granted leave of absence, without pay, until such time as their doctor states they can return to work. Such absence will not exceed two (2) calendar years except by mutual consent of the parties.

If an employee desires a leave of absence for reasons other than those referred to above, they must obtain permission in writing for the same from the Company and the Company will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied.

In any instance where an employee accepts other employment without the consent of Management, when on leave of absence for any reason, their employment may be terminated, subject to proper proof of same.

- (d) When an employee suffers an injury or illness which requires their absence, they shall report the fact to the Company as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary.
- (e) **Bereavement Leave** – When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence and if they attend the funeral they shall be compensated at their regular straight time hourly rate for hours lost from their regular schedule on any of the days prior to the funeral, the day of the funeral and the day after the funeral for a maximum of four (4) days.

Members of the employee's family are defined as the employee's spouse, mother, father, sons and daughters, brothers and sisters, father-in-law, mother-in-law, grandparents, and grandchildren. Step parents shall be deemed to mean father and mother.

Upon giving twenty-four (24) hours notice, an employee shall be granted time off, without pay, for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

- (f) **Jury Duty** - All time lost by an employee due to necessary attendance on Jury Duty or Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make themselves available for work before or after being required for such duty, wherever practicable. All Jury Duty pay or witness payments received by the employee from the Courts shall be reimbursed to the Company by endorsement of Jury Duty cheques and/or witness fees to the Company. In order to be paid under this Article an employee must meet all of the following eligibility requirements.
- (i) The employee shall have passed their probationary period as of the date of commencement of the Jury Duty.
  - (ii) The employee shall have given prior notice to the Company that they have been summoned for Jury Duty.
  - (iii) The employee shall furnish satisfactory evidence to the Company that they reported for or performed Jury Duty on the days for which they claims payment.
  - (iv) Employees on leave of absence, or on normal days off will not receive payment.
- (g) When an employee hereunder is either elected or appointed to a full time job with the Union, they shall be granted leave of absence for a period not to exceed five (5) years or until such time as their job with the Union ceases whichever is lesser. During such leave of absence, the Company shall not be responsible for payment of wages to the employee nor for the making of contributions to pension funds, life insurance or any other payments required to be made by the Company under this Agreement.
- (h) **Maternity Leave** - Any female employee will be granted an unpaid pregnancy leave of absence up to a maximum of fifty-two (52) weeks if she applies at least two (2) weeks prior to the leave of absence. Her seniority will be accumulated during such leave.
- (i) Any employee requiring a drivers licence to perform their job shall be extended a leave of absence if they loses their licence because of driving violations, the Company shall grant a leave of absence to such an employee who has suffered a revocation of their driver's licence up to twelve (12) months duration. The employee may only take advantage of this section once while in the employ of the Company. It is understood that these provisions shall not apply in the case of an at work offence which results in the discharge of the employee, provided such discharge is upheld in the Grievance Procedure. In addition, any employee who loses their licence for more than twelve (12) months, for one (1) offence, will also be terminated.
  - (j) Employees must keep the Company notified of correct address and phone number at all times.

## 6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed at each location to see whether the members of the Union and the Company live up to the provisions of this Agreement, and to report any infraction of such provisions to the Manager, who shall promptly deal with same. Such Shop



Steward shall be appointed by the Union and shall be an employee of the place in which they are a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.

- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violation of this Agreement.
- (c) The Company shall recognize the Shop Stewards selected in accordance with the Union rules and regulations, as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The maximum number of Stewards shall be one (1) from each seniority list in Kelowna, plus one (1) from each seniority list in Kamloops.
- (d) The Union will advise the Company of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.
- (e) Shop Stewards shall be allowed to take up grievances during working hours but it shall be performed expeditiously, and the Shop Steward shall first request permission from their supervisor to leave their position, which will not be unduly withheld. The provisions of this Section shall not, in any event, be abused.

## **7. WORK CLOTHES AND EQUIPMENT, UNION PRODUCTS AND SERVICES**

- (a) The Company shall provide and maintain as required for each employee, free of charge, with the following:
  - (i) To each Distribution employee covered by this Agreement, upon completion of twenty-two (22) working days, with at least two (2) complete uniforms consisting of two (2) jackets (one of which, if so requested by the employee, may be a winter jacket) five (5) pair of trousers or shorts, one (1) clean shirt for each working day, winter vests, and waterproof boots. Employees shall be provided with the choice of the number of long pants and short pants, subject to the total not exceeding five (5) pair of pants.
 

Distribution employees shall include all Drivers (Route, Pre-Mix, Vending, Signs, etc.) and all Helpers, except seasonal or other short-term employees.
  - (ii) Shipping and Receiving employees shall receive at least two (2) pair of clean shirts and pants each week, except seasonal or other short-term employees. Employees required to work outside shall be provided with a parka in the winter and rain jackets and pants in wet weather.
  - (iii) Upon receipt, the Company will reimburse an employee reasonable costs of the alteration of pants to ensure a proper fit.
- (b) It is understood that the Company will bear all cost of supplying and cleaning of these articles of clothing and that they shall be its property at all times.

- (c) Additionally, the Company will provide rain jackets to Distribution employees, as defined above, covered by this Agreement.

Employees will be required to sign for all uniforms, tools and equipment and will be held financially responsible for abuse, neglect or loss of such uniforms and equipment unless beyond employee's control and the Company has provided proper safe-guards.

- (d) All uniforms and coveralls, etc. shall be serviced by a Union Company and if service, terms, conditions, and costs are comparable then with a firm having an agreement with the Teamsters Union.
- (e) The Company shall supply any safety equipment as required by the Workers' Compensation Board, without charge, including safety glasses and ear plugs, and shall include prescription lenses, if required.
- (f) The Company shall provide each permanent employee in the bargaining unit with a free pair of safety footwear every twelve (12) months. Regardless of the above if circumstances warrant it the Company shall provide new safety footwear more often than every twelve (12) months. It is mandatory that all permanent employees furnished with safety footwear will wear same at all times during working hours.
- (g) Wherever they are required to be used on the job, the Company shall supply, free of charge, rubber clothes, cotton gloves, rubber boots, and aprons. The Company will provide drivers and shippers with a new pair of leather gloves as required, provided worn out gloves are turned in for exchange.
- (h) Any employee working on a truck (Driver or Helper) shall be supplied a hand truck in good working condition.
- (i) If at any time the Company requires or uses Armoured Cars, outside Security or Watchman services, it shall be a company having an Agreement with the Teamsters Union, and the same shall apply if any Propane Gas services are required.

## **8. UNION NOTICES**

The Company agrees to provide space that is readily accessible for the Official Union notices of direct interest to the employees and that there shall be no interference by the Company with said Notice Board. However, the Company shall have the right to be given a copy of any such notice prior to posting.

The following items must be posted on said Notice Board:

- (i) A copy of this Agreement;
- (ii) A valid seniority list, to be revised every six (6) months and a copy to be sent to the Union;
- (iii) Copies of the Welfare Plan and Sick Leave Pay provisions, with details as to when employees are eligible and who to see to obtain the coverage of the Welfare Plan.

## **9. CONFLICTING AGREEMENT**

The Company agrees not to enter into any agreement or contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada; any such agreement will be null and void.

Management agrees that before effecting any wage rate other than those set out in this Agreement, they shall first discuss same with the Union Agent. No changes shall apply unless coming under the provisions of Articles 13 or 14 of this Agreement.

## **10. PROTECTION OF RIGHTS - STRIKES AND WORK STOPPAGES**

- (a) The Company shall not require any Union member hereunder to cross a legal picket line or to accept any products or goods from any person, or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any products or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against, and in the event of any Company obtaining an injunction against the Union having said picket or placard line, then the employee may consider that the picket or placard line is still in operation and may refuse to cross same until such time as the matter is settled in Court, and if the decision is found in favour of the Company obtaining the injunction, then it will be considered that there is no picket or placard line in existence.
- (b) The Union reserves the right to render assistance to other Labour Organizations and it shall not be considered a violation of this Agreement for the Union to do so.
- (c) The Union, its agents and members hereby agree not to engage in any strike, work stoppage or other interference with the Company's operations, except as outlined in (a) above, and the Company and its agents hereby agree not to engage in any lockout during the term of this Agreement or any renewal thereof.
- (d) The Union shall not question the right of the Company to discipline or discharge employees engaging in, participating in or encouraging such illegal strike, stoppage or other interruption or curtailment of operation, provided, however, that the question of whether the employee engaged in, participated in or encouraged such illegal strike, stoppage or interruption of operations may be reviewed under the grievance and arbitration procedure set forth in Article 12.
- (e) All Union dues are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made, and upon default of compliance with this Section, the Union may require the Company to post with the Union a cash bond in any amount, not exceeding five thousand dollars (\$5,000.00). It shall be held by the Union to ensure future compliance with this Section during the term of this Agreement.

## **11. TRANSFER OF TITLE OR INTEREST**

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy

proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract.
- (c) The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union after the time the Company executed the contract of sale, transfer or lease. The Union shall also be informed of the nature of the transaction, not including financial details.

In the event the Company fails to give notice as herein required, or fails to provide the Union with particulars herein required, the Company shall be liable to the Union and to the employees covered by this Agreement for all loss or damages sustained as a result of such failure.

- (d) The Company shall not require, as a condition of continued employment, that an employee purchase or assume any proprietary interest or other obligation in the business or to provide any truck or vehicle to perform their job, with the exception being employees working as Merchandisers.
- (e) In the event that an employee provides a vehicle for use by the Company, all reasonable costs, including depreciation, to the said employee in connection therewith while such vehicle is actually in use on behalf of the Company, shall be paid by the Company to the employee, in addition to all wages payable hereunder.

## **12. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this contract, which concerns the interpretation or application of the terms and provisions of this contract, shall be considered a grievance. A Shop Steward will be present whenever an employee receives a written reprimand, suspension or discharge.

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee their rights under the Provincial Labour Statutes.

- (b) The Steps of the Grievance Procedure shall be as follows:
  - (i) The employee, together with the Shop Steward employed by the Company, shall take their grievance up with the respective Supervisor, and the grievance dealt with as soon as possible.
  - (ii) Should a solution not be reached within seven (7) days by Step (i), then an Officer or Officers of the Union, accompanied by the employee and the Shop Steward if the Union wishes, shall discuss the matter with the Manager. This shall in no way prevent the Union from taking up any grievance without any or all employees taking up the matter

or matters for personal reasons or where it affects Union policy or the entire bargaining unit. If a solution is reached then this shall be final, and no other Management or Union personnel shall have the right to overrule any decision made hereunder by the Supervisor, or Union representative, if a decision is made under Step (i) to resolve a dispute.

Failing settlement of the dispute at the stage where the Union Representative and the Management meet, as set out above, the matter shall be taken to Arbitration as set out herein within seven (7) days of the last meeting. This seven (7) day period may be extended by either party to a maximum of ten (10) working days where such additional amount of time is necessary to adequately investigate the issue.

- (c) An earnest effort will be made by both the Company and the Union to reach a mutual agreement on the person to within seven (7) days be requested to serve as arbitrator but if such agreement cannot be reached within seven (7) days of the date of notice of arbitration, then either party may make application to the Labour Relations Board requesting that they appoint an arbitrator to serve in the matter.

If an arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Company without loss of pay and with all their rights, benefits and privileges which they would have enjoyed if the discharge or suspension had not taken place, or if an arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Company and paid all pay which they would have enjoyed if they had been hired at the proper time, provided that if it is shown to the arbitrator that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement or improper layoff or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted, and PROVIDED THAT the arbitrator, if circumstances are established before it, which in the opinion of the arbitrator makes it just and equitable to do so, shall have the right to order the Company to pay less than the full amount of wages lost.

The arbitrator shall have the power to determine whether a particular issue is arbitrable under this Agreement. The arbitrator shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in this Agreement, or to give any decision inconsistent with the terms of this Agreement.

Each of the parties will equally bear the expenses, if any, of the arbitrator.

- (d) Any discharged or suspended employee may, within seventy-two (72) hours of their discharge or suspension, in writing, require the Company to give to them the reason for their discharge or suspension, and the Company will give such reasons to them, in writing, within seventy-two (72) hours of such request, and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an arbitrator. The seventy-two hours to be exclusive of Saturdays, Sundays or General Holidays.

- (e) The Company agrees that if any grievance proceeds to Arbitration and the arbitrator finds in favour of the Union or any employee, then the Company shall pay for all time lost by an employee due to such employee or employees being called on to appear as a witness, but this shall not, in any event, be abused.
- (f) Notwithstanding the other provisions of this Agreement, if an authorized Agent of the Union claims a violation of this Agreement, they or any other authorized Agent of the Union may invoke the Grievance Procedure contained herein at Step (b) (ii) as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.
- (g) Upon the mutual agreement of the parties, grievances proceeding to Arbitration may first be referred to a Joint Grievance Panel for decision.

### **13. JOB POSTING, ETC.**

#### **(a) Job Bidding Within Group**

In the event that any employee leaves a job or a new job is created or new equipment is installed, the Company shall post a notice for a period of five (5) working days, within five (5) working days, on the Bulletin Board notifying that a vacancy exists in a particular job, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within forty-eight (48) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job with reasonable efficiency, subject to the Section above, shall receive such job. There shall not be job bidding between the two locations, Kamloops and Kelowna, other than those vacancies that would be filled by new employees.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs. It is understood that there shall be no job bidding on seasonal or part-time jobs, or vacancies of five (5) working days duration or less. Jobs which are being temporarily filled by the absence of regular employee shall not be posted until such absence is in excess of thirty (30) working days.

Where the vacancy is a new job not heretofore performed in the establishment, and it falls within the scope of this Agreement, the Company and the Union shall attempt to negotiate a wage rate for the job and failing to agree, the Company shall establish a wage rate and the Union shall have the right to seek a revision under the provisions of the Grievance Procedure.

#### **(b) Job Bidding Between Groups**

When a new permanent job or permanent job vacancy is created within a Group, and no bid has been accepted for said job from employees within the Group where it occurred, the employees of the other group may bid for said job subject to the procedure outlined in (a) herein.

When an employee from one seniority list successfully bids on a job in another seniority list, they will be awarded such job but seniority for future bids and lay-off purposes will be deemed to start as of the date of awarding such job. For vacation entitlement purposes, seniority

shall be calculated from the latest date of hire. In the event of a lay-off from the posted job, the employee posting from one seniority list to the other shall have the option of taking the lay-off demotion or replacing the least senior employee on their former seniority list, and regain their original seniority.

- (c) The Company shall not reduce the number of permanent employees on each seniority list by the use of seasonal employees.

#### **14. TECHNOLOGICAL CHANGE, RETRAINING AND SEVERANCE**

- (a) In the event the Company proposes the introduction of equipment in its operation requiring specialized training, the Company agrees to give first opportunity to employees then on the payroll through the Job Posting procedure of this Agreement to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an independent aptitude test, if required by the Company. Cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test. The Company further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change prior to its installation. Failure on the part of the Company to comply with these provisions will automatically give cause for a grievance.
- (b) Notwithstanding the other provisions of this Agreement, wherever the Company alters or otherwise affects a substantial or major change in the working conditions of any employee, which it is claimed is not provided for therein, such alteration or change shall become a matter for negotiations, or failing agreement for Arbitration under the terms provided elsewhere in this Agreement.
- (c) The Company agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or accepting a layoff.
- (d) Full time employees with one (1) year or more of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business, shall receive termination pay of one (1) week's pay for each year of service, at the rate of pay the employee was receiving on the date of termination, to a maximum of twenty-five (25) weeks' pay. Such termination pay shall be offered to those employees in the Department that is directly impacted by such business changes(s) in order of Union seniority provided that such remaining employees are capable and qualified to perform the remaining work.

The above shall not apply when an employee resigns or is discharged for just cause.

- (e) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of three (3) months. However, the employee may choose to retain recall rights in three (3) month periods, thereby delaying the collection of severance pay.

## 15. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis. Each employee's earnings shall be deposited directly into the employee's designated bank account on such pay day.
- (b) The Company shall provide every employee covered by this Agreement on each pay day with an electronic itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked the rate of wages applicable and all commissions and all deductions made from the gross amount of wages. Electronic pay stubs will be available for confidential printing on the Company's portal on the Wednesday prior to the Thursday pay day. In the event the statement is not accessible electronically for any reason, the Company shall provide a separate or detachable written or printed itemized statement withing 24 hours of such request.
- (c) Payroll corrections will be processed on the next regular bi-weekly pay deposit.

## 16. ANNUAL VACATIONS

- (a) No later than October 1<sup>st</sup> of each year, the Company shall post a vacation list on the Bulletin Board whereon all employees shall indicate their vacation preferences for the vacation year.

Employees shall have until November 1<sup>st</sup> to make their selections and the Company will post, by December 1<sup>st</sup>, the completed vacation schedule. The vacation year, for the purpose of scheduling and taking vacations shall be defined as January 1<sup>st</sup> to December 31<sup>st</sup>. Once such list is completed, vacations shall not be altered except by mutual consent of both parties.

If a senior employee does not select their vacation day at their allotted time for any reason, those employees will be deemed to have "skipped" their opportunity and may then re-enter the selection process once they have notified their Department Supervisor that they are ready to make their selection.

If a senior employee "skips their turn" they will be unable to select vacation already chosen by a junior employee.

Such vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the sole right to decide whether their vacations shall be in one period or split. If employees so choose, their vacations must be given between May 1<sup>st</sup> and September 30<sup>th</sup> each year. However, employees so taking their vacation during the aforesaid period of time may only take three (3) consecutive weeks for such vacation. Employees taking their vacation either before or after the aforesaid period of time may take it in one (1) unbroken period.

- (b) An employee's anniversary date of latest hiring shall be used as the date to calculate an employee's vacation entitlement and payment. Employees who transfer from or to any branch of Coca-Cola Canada Bottling Limited will maintain their seniority for the purpose of annual vacations only from the date of latest hiring.



- (c) Full-time employees vacation entitlement and percentage (%) of earnings used for the calculation are based on the following table below (subject to section (d)):

Length of Service	Length of Vacation	% of taxable gross earnings payable for vacation
1 but less than 3 years	80 Hours	4%
3 years but less than 8 years	120 Hours	6%
8 years but less than 15 years	160 Hours	8%
15 years but less than 25 years	200 Hours	10%
25 years or more	240 Hours	12%

Employees will be entitled to their hours listed above paid at the rate of pay the employee was receiving on the date they are taking their vacation, or the corresponding percentage of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater. This vacation pay will be paid out as follows:

- (i) At the time when an employee takes their vacation, the vacation hours taken will be paid out at their current rate.
- (ii) Annually, after the employee's anniversary date a reconciliation will be completed. This reconciliation will determine if the employee received the greater of the two mentioned above, if not the employee will receive an adjustment.

If a reconciliation is required, a copy of the vacation pay reconciliation calculation will be provided to employees.

- (d) For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours (including time paid by WC & WI) in an employee's calendar year, running from anniversary to anniversary date, they shall be eligible for vacation as above set forth.
- (e) **Continuous service** shall include absence due to any illness or accident for a period of less than thirty (30) days, and such absence will be deemed to be time worked for the purpose of vacation entitlement and pay.
- (f) In the event that an employee leaves the employ of the Company before they are entitled to two (2) weeks vacation, they shall receive four percent (4%) of the gross earnings they received while in the employ of the Company, as in (c) herein.
- (g) In the event of an employee leaving the employ of the Company after they had their vacation they earned for the previous year, they shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of their pay for the year in which they ends their employment for which no vacation has been paid.
- (h) Part time employees shall be entitled to vacations based on the calendar years of service they have with the Company, regardless of the hours they work in each or any calendar year during this employment. Their holiday pay shall only be calculated on the percentage basis and entitlement as set out in Section (c) herein.

- (i) The Company agrees that after the first year's employment they will allow employees to take vacation up to three months in advance of their anniversary date, based on the following stipulations:
  - (i) Vacations cannot be combined for two years by using this allowance.
  - (ii) Hourly paid employees will receive either 80, 120, 160, 200 or 240 hours pay at their current rate, and an adjustment will be made at their anniversary date.
  - (iii) This formula does not alter any other terms of the contract so far as seniority for vacation or consecutive weeks during May-September period, or any other terms.
- (j) Employees shall have the option of deferring their entire vacation entitlement to dates outside the June 1<sup>st</sup> to September 30<sup>th</sup> period. Employees who exercise such option shall be entitled to an additional five (5) days of vacation (forty (40) hours of regular pay) or receive pay in lieu of the additional days. Employees eligible for six (6) weeks vacation may exercise such option and still take one (1) week of vacation during the June 1<sup>st</sup> to September 30<sup>th</sup> period.
- (k) There shall be no carry-over of vacation.

Any vacation not taken in the calendar year will be paid out by the last pay period of March of the following year. This payment will be made at the employee's rate of pay on December 31<sup>st</sup> of the year vacation was to be take.

Any vacation overpayments will be recovered.

**17. GENERAL HOLIDAYS**

- (a) It is agreed that all employees after fifteen (15) working days employment shall be entitled to the following General Holidays, with pay, based on the hours the employee would normally have worked that day, plus any applicable premiums. Schedules will not be unreasonably adjusted.

New Year's Day	Victoria Day	Thanksgiving Day
Christmas Day	Good Friday	Canada Day
B.C. Day	Boxing Day	3 Floaters
Labour Day	Remembrance Day	Family Day
National Day for Truth and Reconciliation		

The additional "floaters" shall be arranged upon the mutual agreement of the employee and the supervisor but shall be so scheduled as to not interfere with required business operations. One of the three (3) floater days may only be taken outside of the seasonal window however all floater days may be scheduled in conjunction with a weekend.

Employees who are hired after June 30<sup>th</sup> shall only be entitled to one floater day during their first year of employment.

All Employees who work fifteen (15) days during the thirty (30) day period prior to being laid off before a General Holiday or who are recalled from a lay-off within fifteen (15) days subsequent to a General Holiday shall receive pay for such holiday, based on eight (8) hours of their applicable rate.

- (b) The Company agrees that if during the life of this Agreement or any subsequent Agreement that either the Federal or Provincial Government declares any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.
- (c) Paid Holidays falling on an employee's regular day off, or on Jury Duty, shall at the employee's option:
 

Where a paid holiday falls during an employee's annual vacation period, the employee shall be permitted to bank a day or extend their vacation by mutual agreement or be paid for the day.
- (d) Graveyard shift may commence two (2) hours prior to the end of a General Holiday at straight time rates.
- (e) Other employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular Holiday Pay receive double their hourly rate for all hours worked during that shift (i.e. triple time), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.
- (f) It is agreed that the General Holiday shall take place when specified as a legal holiday by the Federal or B.C. Provincial Government.
- (g) Employees shall be entitled to be paid for all holidays specified in 17 (a) whether they fall on a regular scheduled work day or not provided that to qualify for all the benefits of this Section in respect to any of the said holidays, an employee must have worked the last scheduled work day preceding such holiday and the first scheduled working day following such holiday, except as set forth in (h) below.
- (h) Each employee who is absent due to (a) verified illness, (b) non-compensable accident or (c) compensable accident when a General Holiday set out above occurs shall be paid a full day's wages for such day based on the rate of pay they received the last day they worked prior to their absence for one (1) of the three (3) reasons set out herein.

In the case of absence due to injury or illness or a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under the appropriate welfare plan provision, then the Company shall pay the difference between the net regular earnings of such employee and what they received from the other source for such General Holiday. It is the intention of this clause that no employee shall suffer a loss of net (take home) pay during such absence.

- (i) If the employee wishes, they may have the Company use such monies that they would be entitled to in paragraph (h) above to pay their Union dues and any other payment required by law or the terms of this Agreement.
- (j) Employees required to work on a paid holiday shall at the employee's option:
  - (i) Receive payment thereof at double their regular hourly rate of pay, for time worked; or
  - (ii) Receive payment thereof at their rate of pay for all time worked together with one (1) banked day which shall be taken at a mutually convenient date within the period October 1<sup>st</sup> to March 31<sup>st</sup>; or
  - (iii) Receive two (2) banked days which shall be taken at a mutually convenient date within the period October 1<sup>st</sup> to March 31<sup>st</sup>.

Payment for the paid holiday itself shall be in addition to the foregoing. Employee must notify Company of their intentions prior to payroll closing date.

Banked paid holidays owing at March 31<sup>st</sup> from the preceding calendar year shall be paid for at the employee's regular rate of pay.

## **18. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged by the Company (or quits), they shall be paid in full for all monies owing to them by the Company on the next full pay cycle following the date of their discharge.
- (b) If an employee quits the Company of their own accord, the Company may withhold payment for five (5) calendar days after the employee quitting but must pay on the sixth (6<sup>th</sup>) day.
- (c) The Company shall generate an electronic Record of Employment for any employee who separates from employment for at least seven (7) days for any reason and will endeavour to provide that record within five (5) days of the last day worked or terminated.
- (d) The Company reserves the right to discharge any employee without notice for just cause.
- (e) All disciplinary notices in an employee's file will be disregarded after twelve (12) months of occurrence.
- (f) The Shop Steward shall be present when an employee receives a verbal or written reprimand or suspension. The Company shall have thirty (30) days in which to administer disciplinary action when and if required or the disciplinary action will be null and void. The thirty (30) day limit may be extended by written agreement of the parties, such extensions shall not be unreasonably withheld.

## **19. SENIORITY**

- (a) There shall be separate seniority lists for the Kelowna and Kamloops locations. Each location shall maintain an "Inside Seniority List and an "Outside" Seniority List, the latter which shall cover Distribution Department employees.

- (b) The Company shall immediately, and every six (6) months thereafter, supply the Union with a Seniority list setting out the name, classification, date of employment, rate of pay, and social security number of all employees regardless of how long they have been employed or how many hours they worked.

(c) **Layoffs**

Seniority shall be applied with respect to layoff and recall to work in each of the above groups separately, provided the employee having the greater seniority has the ability to perform the work in a satisfactory manner. All probationary and seasonal employees will be laid off first before any regular employee is so affected. All employees shall receive twenty-four (24) hours notice prior to lay-off.

If an employee is improperly laid off and a less senior employee is kept working during such layoff, the senior employee who was laid off shall be paid for the number of hours the less senior employee worked, at the senior employee's regular rate of pay or the job classified rate of pay and overtime if involved.

Notwithstanding any provisions of the Collective Agreement which may be to the contrary, an employee who may otherwise be laid off and exercises their seniority to bump a junior employee shall continue to be paid at their regular rate of pay.

(d) **Probationary Period**

A probationary period of sixty (60) accumulative days worked shall apply in the case of new employees before seniority commences. The forty (40) days worked must be completed during the period of six (6) consecutive months.

After completion of the probationary period, all employees (excluding seasonal and vacation relief) shall be entitled to the rank of seniority as of the date of last hire the employee entered the employment of the Company.

(e) Seniority shall be lost if an employee:

- (i) Voluntarily leaves the employ of the Company; or
- (ii) Is discharged for just cause; or
- (iii) After a layoff of more than thirty (30) days fails to report for five (5) working days after being recalled by telephone and registered letter, or after a layoff of less than thirty (30) days fails to report for work for two (2) working days after being recalled by telephone and registered letter; or
- (iv) If absent without leave for two (2) working days without a legitimate reason; or
- (v) Two (2) years absence due to sickness or disability; or
- (vi) A layoff exceeding eighteen (18) months.

- (f) Any employee who is the successful bidder to a different classification shall be allowed a reasonable period of trial up to sixty (60) days, and if found unsatisfactory shall be given the opportunity of going back to their former position without loss of seniority. During the sixty (60) day trial period, the employee shall receive notice of their progress from the supervisor on a bi-weekly basis wherever possible and the Shop Steward shall be present when notice of progress is being given.
- (g) If the Company lays off or discharges the Shop Steward, the Union shall be advised prior to such layoff or discharge.

## **20. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) Each employee shall work and be guaranteed eight (8) hours each day, provided that they commence work at the start of their shift, with a minimum of one-half hour off for lunch which will be unpaid, unless the failure of the Company to supply work is beyond the Company's control. All plant employees who have completed their probationary period who are laid off shall receive twenty-four (24) hours notice of lay-off or eight (8) hours pay in lieu thereof.

Workweeks may be arranged on a Monday to Friday, Tuesday to Saturday, or Wednesday to Sunday basis, (the latter for merchandising work only), and shall be selected by seniority from the numbers of shifts required for each workweek. The selection shall be made in the week prior to the posting of the following week's schedule.

- (i) A merchandising only shift may be arranged on a Wednesday to Sunday basis and such shift shall include not more than three (3) regular employees in Kamloops and three (3) regular employees in Kelowna. In addition, where equipment is to be removed from special events activities held on weekends and paid holidays, seasonal employees or regular employees shall be scheduled for work on these days and paid at their straight time hourly rate of pay unless as otherwise provided by the *Employment Standards Act*.
- (ii) Employees on a Wednesday to Sunday schedule will receive a premium of one dollar (\$1.00) per hour for all hours worked during the week, plus any other premiums to which they are entitled.
- (iii) Seasonal employees may be assigned work on any five (5) days during a seven (7) day work week.
- (iv) Employees on a Tuesday to Saturday schedule will receive a premium of fifty cents (50¢) per hour for all hours worked during the week plus any other shift premium to which they are entitled. The Company may schedule employees to a four (4) day week, each day to consist of ten (10) hours. For such employees the above guarantees shall be ten (10) hours.
- (v) When an employee is required to change to a different schedule (i.e. day shift to afternoon shift) and has not been given twenty-four (24) hours notice prior to starting their new schedule, they shall be paid at the rate of two (2x) times their base rate for their new schedule for their first day of the new schedule.

- (b) Time worked in excess of the standard hours of work in a day as herein specified shall be considered as overtime and overtime rates of pay shall be as follows:
- (i) Time and one-half (1 ½) for the first two (2) hours after the regular shift and double time (2X) thereafter.
  - (ii) Time and one-half (1 ½) for the first four (4) hours worked and double time (2X) thereafter on an employee's sixth (6<sup>th</sup>) shift in any week for those employees who are scheduled to work a five (5) day week, and on a fifth (5<sup>th</sup>) shift in any week for those employees who are scheduled to work a four (4) day week and double time (2X) thereafter.
  - (iii) Two times (2X) the regular rate shall be paid for all work performed on an employees seventh (7<sup>th</sup>) shift in any week for those employees who are scheduled to work a five (5) day week, and on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) shift in any week for those employees who are scheduled to work a four (4) day week.
- (c) The first four (4) hours worked on the sixth (6<sup>th</sup>) day shall be paid at the rate of time and one-half (1½) with the subsequent hours paid at the rate of double time and all hours worked on the seventh (7<sup>th</sup>) day shall be paid at the rate of double time with a minimum of four (4) hours guarantee. In the case of Tuesday to Saturday work week, Sunday and Monday will replace Saturday and Sunday. Saturday overtime shall be a minimum of four (4) hours guarantee. In the case of a Wednesday to Sunday shift, Monday and Tuesday shall be the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days.
- (d) Any employee called in to work in any emergency after their regular working day has been completed and they have gone home shall be paid a minimum of three (3) hours' pay at double time.
- (e) If an employee reports late for work or leaves before their shift is completed, that employee will only be paid from the time they commenced work and for the time actually worked but persistent tardiness will subject their to dismissal.
- (f) All overtime shall be broken down into five (5) minute units, based on one-twelfth (1/12) of the applicable hourly rates, times an appropriate overtime rate.
- (g) When employees are advised to report for work at a specified time on any day, they shall be paid for that day, even though there may be no work for them to do, provided they are ready for work, excepting as set out in Sections (a) and (d) herein.
- (h) The Company agrees that if it becomes necessary to work overtime within their seniority group such overtime will be distributed on a seniority basis to those employees qualified to perform the available work.
- (i) No person other than an employee who is covered by the Certificate of Bargaining Authority and this Agreement, who is a member of the Union, shall be allowed to take inventory, book in loads or add recap sheets, the foregoing does not prohibit management from verifying or adjusting the work done.

- (j) In order that an accurate record of hours worked are kept, the Company shall provide an electronic time keeping system which the employee shall be required to activate at the beginning and end of their shift. Except that employees will not be paid for time prior to or after completion of their normal shift except when overtime is authorized.
- (k) If an afternoon shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on Company time, and a fifty-five cents (55¢) premium will be paid for each hour paid for on the second shift.
- (l) If a graveyard shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on Company time, and a eighty-five cents (85¢) premium will be paid for each hour paid for on the third shift.

Any shift which commences from 5:00 a.m., but not later than 9:00 a.m., shall be considered a day shift. A shift commencing after 9:00 a.m., and prior to 5:30 p.m., shall be considered an afternoon shift. Any shift commencing after 5:30 p.m., and prior to 5:00 a.m., shall be considered a third or graveyard shift.

Any shift differentials shall be included in overtime calculations.

- (m) It is intended that every employee shall have a minimum of ten (10) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of ten (10) hours elapses, they shall be paid at overtime rates of double time for the entire shift that they are called in to work before they have received their full ten (10) hour break. If the break is due to overtime then the employee will receive eight (8) hours break. It will be the employee's responsibility not to report to work before the eight (8) or ten (10) hours has elapsed and the employees will be paid from the regular starting time.
- (n) The Company shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours advance notice prior to such shift change becoming applicable.
- (o) Where shift work is in operation, it is agreed that all employees in such job classification involved shall be rotated on each of the shifts every two (2) week period, providing that they do not volunteer to remain on such shift. Shifts shall be posted one (1) month in advance for a one (1) month period in the Warehouse.
- (p) Employees may, for what they consider to be a legitimate reason, refuse to work overtime, however, if insufficient volunteers are available, the junior employees who are qualified will be required to work, but will not be required to work more than ten (10) hours overtime during the normal work week (excluding Saturday).
- (q) An Equipment Service Technician required to be on call shall receive sixty-five dollars (\$65.00) per seven (7) day week and eighty dollars (\$80.00) for a week including a holiday weekend in addition to their regular rate which shall not be used in overtime calculations.
- (r) Employees must work a minimum of eight (8) hours per day on their regularly scheduled shift to qualify for overtime pay on the sixth or seventh day. General Holidays, Vacation Time, Jury Duty and Bereavement Leave to be counted as time worked towards overtime. An



employee who misses a regularly scheduled shift during the regular work week will not be forced to work overtime on the sixth or seventh day at straight time rates. However, if the employee volunteers to work on the sixth or seventh day, they will be paid at straight time rates. Saturday and Sunday overtime will continue to be filled by seniority.

## **21. LUNCH AND REST PERIOD**

- (a) No employee shall be worked longer than five (5) hours during their regular shift without a minimum half ( $\frac{1}{2}$ ) hour off for the purpose of eating a meal. This shall be exclusive of rest breaks which must be given as follows.
- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half ( $\frac{1}{2}$ ) of their daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half ( $1\frac{1}{2}$ ) hours from the commencement of each half of an employee's work shift.

Shipping department and office employees who are required to work more than one (1) hour overtime but not more than two (2) hours overtime shall be entitled to a ten minute paid break.

Employees who are working away from the Plant may have their breaks scheduled one (1) hour from the commencement of each half of the employee's work shift.

- (c) When it becomes necessary to work overtime of more than two (2) working hours beyond their regular shift, the Company shall see that each employee so worked shall receive a meal break of thirty (30) minutes without pay, but shall receive a meal allowance of \$8.50.

Employees that are working away from the Plant who anticipate working more than two (2) hours but less than three (3) hours overtime to call in in order to receive permission to forego their meal break and meal allowance and instead receive payment for all hours worked.

- (d) When an employee is required by the Company to work through or part of the regularly established breaks, such employee shall be paid the applicable overtime rate and allowed reasonable time off to take a break with no loss of pay.

## **22. COMPENSATION COVERAGE**

- (a) When an employee is injured at work and goes on Compensation, they shall, when their doctor signifies that the employee may go to work, be returned to the payroll at their previous job and rate of pay for a period of one (1) week to see if they are to do the job they held at the time of the injury.
- (b) If after that time it is proven to the Company that the employee is unable to do the job the employee held at the time of injury, the Company will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks' notice. This Section is subject to the Grievance Procedure.

## **23. SAVINGS CLAUSE**

- (a) If any Article or Section of this contract should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity,

the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Company, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 12 herein.
- (c) In the event that any Article or Section may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such Article or Section, or any part thereof, including any retroactive requirements thereof, shall become effective at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

#### **24. INSPECTION PRIVILEGES**

An authorized Agent of the Union shall, upon first notifying the person in charge, have access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining the Agreement is being adhered to, and in no event shall the provisions of this Section be abused.

#### **25. SANITARY FACILITIES, ETC.**

- (a) Sanitary facilities shall be provided by the Company in accordance with the British Columbia Factories Act and the regulations to said Act. Employees will co-operate by observing the simple rules of cleanliness.
- (b) Clothes closets or lockers for the protection of employees' clothes and personal belongings will be provided.

#### **26. SUB CONTRACTING**

No work will be sub-contracted out which the Company's facilities and equipment can handle. Should the Company have a legitimate need to sub-contract, the Union must agree prior to implementation, unless the need is customer driven. In any event, the Union will be advised in writing of the scope and nature of the work to be sub-contracted not later than thirty (30) days prior to implementation.

#### **27. SAFETY AND HEALTH**

- (a) The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First Aid kit in each vehicle.

Any employee suffering any injury or employment induced illness while in the employ of the Company must report same to the First-Aid Attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept indefinitely by the First-Aid Attendant.

- (b) It is not the policy of management to require an employee to work under unsafe conditions. Being of a factual question, each case must be decided on its own merits and shall be referred to the Safety Committee for final determination if necessary. No employee shall be disciplined for utilizing this provision when questions of safety arise.

(c) **First-Aid**

In the event of an employee becoming ill during their shift, the employee shall report directly to their Supervisor stating their illness, and if the employee wishes to go home or to a doctor, due to such illness, permission to do so will be granted by the Supervisor and shall be so entered into a record book. No person shall refuse the right to any employee to go home or to a doctor due to any illness or injury, which will be charged against the employee's sick leave.

(d) **Allergy or Recurring Illness**

If an employee suffers from an allergy or a recurring illness, the employee shall furnish a medical letter to the effect, and such a letter shall be kept on file in the office.

- (e) There shall be one (1) employee in the bargaining unit on each shift designated as a First-Aid Attendant, when four (4) or more employees are scheduled to work on the shift, in the Kelowna Area only. The senior employee on each shift will be given the first opportunity to obtain the First Aid Certificate and who shall receive as follows:

.35 cents for a W.C.B. rated Level I Certificate  
 .45 cents for a W.C.B. rated Level II Certificate  
 .55 cents for a W.C.B. rated Level III Certificate

for all hours worked.

If the Company requests any employee to take a First-Aid course, the Company shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). However, the employee shall have the sole right to decide if they wish to take the course. The employee shall also be paid at their hourly rate of pay at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

(f) **Heavy Lifting**

Whenever any Plant employee or vending Driver or whomsoever is required to lift any item or machinery or equipment weighing over 105 pounds, they shall be given assistance.

- (g) The Company agrees to establish a Joint Safety Committee composed of two (2) members from Management and two (2) members from the bargaining unit. The rules and regulations

governing this Committee shall be in accordance with the Workers' Compensation Board requirements.

- (h) The Company agrees that there shall be a minimum number of two (2) persons in the Plant at all times, or an hourly check in system will be provided.
- (i) No employee other than a qualified Maintenance Man or Mechanic shall make repairs on any machine or equipment, or install new equipment.

## **28. BONDING**

If at any time, the Company requires an employee hereunder to be bonded, it is agreed that the Company shall then request the employee to fill in an application to a recognized bonding firm selected by the Company, and provided that the bonding form is sanctioned by the Union. It is further agreed that the cost of such bonding shall be paid by the Company.

## **29. MANAGEMENT RIGHTS**

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

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion or transfer, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein provided.
- (c) Generally manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, determine the products to be manufactured, processed, packaged, shipped and distributed, the methods of manufacturing, processing, packaging, shipping and distribution, the sources, quantities and kind of ingredients, supplies and other material used in the manufacturing, processing and packaging of products, the schedules of manufacturing, processing, packaging, shipping and distribution, and the kinds and locations of machinery, equipment and tools used throughout the Company's operations.
- (d) Provided however, that the Company agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure including any rules or regulations which in the opinion of the Union is unjust or discriminating.

## **30. WELFARE PLAN**

- (a) The Plan will provide the following benefits:
  - (i) Effective June 1, 2022, full-time employees in the bargaining unit are entitled (subject to eligibility requirements), to participate in the health and dental care benefits plan which must be provided by the Company for hourly employees (currently "Benefits Plus"). The terms and conditions of participation and benefits entitlements for full-time employees shall be governed by the official text of the plan, which may be amended from time to time. For clarity, the Company's obligation in respect to such plans is

limited to the payment of premiums only and the Company reserves its right to amend, modify or alter these plan(s) in the future at its discretion. The benefit plans are not incorporated into the Collective Agreement and will not be the subject matter of arbitration.

- (ii) For employees who commence receiving Long Term Disability benefits prior to the March 6<sup>th</sup>, 2022, health and dental benefits for such employees will not be impacted by the change. Prior to the conversion, when any such employee goes off work for an extended illness, extended compensable or non-compensable accident, the Company shall continue to pay such employee's Welfare Plan payments for a maximum of one (1) year.
- (b) The Non-Occupational Weekly Indemnity coverage will be of sixty-six and two thirds (66 2/3%) of an employee's regular earnings to a maximum of six hundred dollars (\$600.00) per week, commencing on the first (1<sup>st</sup>) day of necessary absence from work due to an accident incurred off the job, and on the fourth (4<sup>th</sup>) day of necessary absence from work due to sickness, continuing for a maximum of fifty-two (52) weeks during any period of disability. Periods of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Company for at least two (2) full weeks.

Where a person, however, has been paid maximum benefits, they must return to work with their doctor's approval at their own occupation for a minimum of four (4) weeks before they are again entitled to benefits.

- (c) Long Term Disability Benefits will be paid for Non-Occupational total disabilities to a maximum of seventy-five percent (75%) of monthly salary to a maximum of two thousand dollars (\$2,000.00) per month. Payments will commence upon expiration of the Weekly Income Benefits or 365 days whichever is longer. Benefits are payable to age 65.
- (d) **Sick Pay Plan**

Employees who have completed their probationary period shall commence to accrue sick pay based on one-half (1/2) day regular rate of pay per month to a maximum of six (6) days per year. Any unused sick days over three (3) remaining will be paid out to the employee no later than the last pay day in January of the following year and the balance will continue to accumulate.

If an employee is terminated for any reason or resigns, they shall receive all accrued sick pay to date of termination.

- (e) It is agreed that in consideration of improvements contained in this and prior Agreements, and subject to the provisions of the Employment Insurance Act, the Company shall retain in full any "Premium Reduction" which is or may become available from the Employment Insurance Commission upon their acceptance of the Company's W.I.B./L.T.D. Benefit Plans as a qualifying registered plan.

**31. ARTICLE HEADINGS**

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

**32. TRANSPORTATION**

All employees are required to use their own vehicle for merchandising duties. Employees using their personal vehicle for Company business will be reimbursed in accordance with the Company Policy on Mileage Reimbursement.

**33. MEDICAL EXAMINATIONS**

- (a) Any medical examinations requested by the Company shall be promptly complied with by all employees, provided however, that the Company shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Company, the following conditions shall apply:

1. If an employee takes a medical examination during their normal working hours, they shall be paid for the time involved and thus not lose any pay as a result of them taking a medical examination.
  2. If the medical examination is taken after working hours, or on Saturday, the employee shall be paid three (3) hours' pay at straight time rates of pay.
- (b) If following an Company requested medical examination, any employee is deemed to be physically incapable of carrying out their regularly assigned duties, the following procedure shall be followed:
1. The Company shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee, at their own expense, shall have the right to be examined by their personal physician.
  2. Where there is no agreement between the Company appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
  3. The findings of the consultant shall be final and binding upon all parties.
  4. The remuneration of the consultant shall be borne by the Company and the Union equally.
  5. Should the consultant deem the employee to be capable of carrying on their assigned duties, then the employee shall not suffer any loss of earnings caused by them having been removed from or temporarily suspended from their regularly assigned duties. In the interest of all parties this shall be done as expeditiously as possible.

- (c) In addition to the above procedure on Company required medical examinations, the Company agrees that where any employee who drives a Motor Vehicle in the course of their employment coming under Sections 1 to 5 of the Motor Vehicle Classification licences, is required by any agency, insurance or whatsoever to take a medical examination to verify their right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 or to obtain an Air Ticket, the Company hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

#### **34. TRUCK MAINTENANCE AND SAFETY**

It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of Management, and in respect thereto the Company agrees to the following:

- (a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment. Employees who knowingly operate such unsafe equipment may be liable to disciplinary action.
- (b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts. Failure of employees to use the safety belts may result in disciplinary action.
- (c) It is agreed between the Company and the Union, having regard for the safety and driver health factor, that all units shall have heaters, windshield wipers and defrosters installed.
- (d) No driver shall be asked or required to service or maintain trucks or equipment. This shall not apply to changing of flat tires when away from the Plant.
- (e) It is mutually agreed that a form shall be supplied to each driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy, and so that the head office of the Company will have a copy of this report on file.

When a driver reports a defect in equipment, they must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply such tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed and shall be removed by the outgoing driver.

- (f) The Company shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or at any scales, and is fined, the Company shall pay such fines. In addition thereto, if a driver is stopped by the Police or held up at the scales, due to overloading or any other reason involving the equipment and that driver is working on other than an hourly rate, they shall be paid

for all such time on the basis of the working time rate of pay.

- (g) If a driver is charged improperly for a violation of traffic laws while working, and is found not guilty in Court, the Company shall pay that employee's loss of wages. However, if the employee is found guilty, they shall not be entitled to wages lost.
- (h) No driver shall be permitted to allow other than employees of the Company who are on duty to ride in their truck or vehicle, except with authorization of the Company or in the event of a bona fide emergency.

### **35. CLASSIFICATION AND WAGE RATES, ETC.**

- (a) The classifications, job descriptions and wage rates for the effective period of this Agreement shall be those as set out in Appendices "A" and "A-1" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences their day's work until they are released from duty by the Company, except that employees shall not be paid for time prior to the starting or after the ending time of their shift, unless authorized.
- (c) When an employee meets with an accident at work they shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours to consult a doctor, chiropractor or whatever in regard to any compensable injury or illness they have received or incurred on the job, they shall be paid for such time off in a manner that will ensure them a minimum of eight (8) hours' pay for that day and any other day or days they also require to fill such commitment or requirement.
- (e) When an employee is temporarily removed from their regular work and placed on other work for the Company's convenience, for a period in excess of two (2) hours, they shall be paid their regular rate of pay or the rate of the other work, whichever is the greater, for the entire shift worked, and no employee's rate may be reduced below their regular rate. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.
- (f) Each employee hired under a specific classification shall immediately they commence work be paid the rate for the classification and no employee shall be paid less than the rate as set out in this Agreement for such classification.

### **36. EMPLOYMENT INSURANCE**

It is hereby mutually agreed and understood that the Company agrees to pay that portion of the necessary Employment Insurance contributions for any employee covered by this Agreement as required by law.

### **37. PENSION PLAN**

Full-time employees covered by this Agreement that are currently participating in the Company's existing voluntary ERP Contributory Plan (which is the defined benefit plan) shall



continue to do so.

- (a) The Company will not permit new entrants to the voluntary ERP Contributory Plan after March 6<sup>th</sup>, 2022. Eligible employees not participating in the ERP Contributory Plan as of March 6<sup>th</sup>, 2022 will be provided a one-time opportunity to enroll in the ERP Contributory Plan by March 31<sup>st</sup>, 2022. As of April 1<sup>st</sup>, 2022, all those previously eligible employees will be enrolled in the Company's Mandatory Contributory Defined Contribution Plan ("DC Plan"), and will no longer be eligible to participate in the ERP Contributory Plan going forward.
- (b) Effective March 6<sup>th</sup>, 2022, all regular full-time employees not enrolled in the voluntary ERP Contributory Plan will be enrolled in the Company's DC Plan for all future service; subject to eligibility requirements. The DC Plan is composed of two components, a Mandatory Contribution component (a mandatory 5% Company and 2% employee contribution referenced in the Collective Agreement) and an Option Contribution component (up to an optional 5% employee contribution with a 50% match by the Company which is not to be covered by the Collective Agreement). The Company reserves the right to amend, modify or alter the Optional Contribution component of the DC Plan.
- (c) Employees who are participating in the Company's DC Plan may not exit that plan in favour of joining the Company's voluntary ERP Contributory Plan (Which is the defined benefit pension plan).

### **38. GENDER**

Wherever the use of the male gender is used herein, it shall also apply to the female gender wherever applicable.

### **39. TOOLS**

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Company and shall be its property at all times.

### **40. MONEY DEPOSIT**

When drivers check their cash into the drop safe, the Company shall see that there is a Supervisor, other employee or a video monitoring device located in the established cash room to verify that each driver has deposited their cash in the safe.

### **41. BANKING OF OVERTIME**

- (a) All regular hourly paid employees may make arrangements with the Company to bank accumulated overtime to a maximum of eighty (80) hours. The employee may then request in writing overtime in time off. Notice must be given at least two (2) weeks in advance and will be honoured by a first come basis. Upon request by the employee, such time off will be taken at the Company's discretion, consistent with the efficient operations of the business during the period October 1st through March 31st. The minimum unit of banked overtime to be utilized will be forty (40) regular hours either in time off or pay. Employees may not utilize this clause in conjunction with Article 5 (h).

- (b) Any hourly paid employee who wishes to bank overtime will make a request in writing and this decision will be binding until the last pay period of March.
- (c) Overtime which is banked shall be credited in terms of complete hours (overtime less than one (1) hour per week will be paid in their current pay cheque), and when taken as time off, shall be paid out on the regular weekly pay cheque at the same hourly rate as banked. When an employee leaves the Company, all banked hours shall be paid out in total.
- (d) The Company will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so through their supervisor.
- (e) Example of banked hours:
  - 1 hour at 1 ½ times - 1 ½ hours banked
  - 1 hour at double time - 2 hours banked
- (f) The Company will pay out all unused banked hours in the last pay period of each March and these hours will be paid out at the same rate as banked.

**42. RETROACTIVITY**

All matters within this Collective Agreement which reflect a negotiated change over the previous Collective Agreement which expired on April 3, 2014, shall become effective the date of ratification unless otherwise specified herein. Operational changes which do not have a specified date will be implemented as soon as reasonably practical.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE  
PARTY OF THE FIRST PART

SIGNED ON BEHALF OF THE  
PARTY OF THE SECOND PART

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**APPENDIX "A"****WAGE SCHEDULE - OUTSIDE EMPLOYEES**

	<b>EFF. MARCH 13/22</b>	<b>EFF. MARCH 6/23</b>	<b>EFF. MARCH 6/24</b>
<b>DELIVERY DRIVER</b>	\$29.61	\$31.05	\$32.93
<b>BULK DRIVER</b>	\$31.03	\$32.50	\$34.40
<b>MERCHANDISER</b>	\$20.51	\$20.82	\$21.24
<b>SEASONAL/RELIEF/TEMPORARY DRIVER</b>	\$24.03	\$25.39	\$27.15
<b>SEASONAL/REMOTE/TEMPORARY MERCHANDISER</b>	\$20.23	\$20.53	\$20.94

Delivery Merchandisers with a Class I Licence shall receive the same rate as a Bulk Delivery Driver.

**PROBATIONARY RATE**

Hourly paid \$1.50 per hour less than established rate for the job. Week following completion of probationary period (40 days worked) shall be at full rate.

**BREAKAGE, LEAKERS AND CHIP NECKS**

Excluding any of the above caused by negligence on the part of the hourly paid driver they will replace for dealers and be credited at the plant as follows. The hourly paid driver will turn over to the Checker the bottle, can or major part they have replaced and be given a replacement of the same size.

Any other replacement including syrup, premix and missing bottles must be authorized on an individual basis prior to replacement.

**RECORDS**

1. Each Distribution Department employee shall, subject to the control of the Company, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Company insofar as the same comes under their jurisdiction and shall serve the Company diligently and to the best of their ability in all respects, and account for all monies collected on behalf of the Company on a daily basis. If an investigation of a cash status difference cannot be quickly resolved the Company will allow the difference to be adjusted the following day.
2. Each Distribution Department employee will sign and verify their load out each morning prior to leaving the Plant or Warehouse, and sign and verify in each evening upon completion of their route.

3. Each Distribution Department employee shall aggressively promote, advertise and merchandise all products of the Company diligently and according to the best of their ability in all respects.
4. Credit on the routes and the rules and regulations thereof are the sole responsibility of the Company as the Company is the sole person who can control and regulate the credit through their employees. The Company shall notify the Distribution Department employees of all credit restrictions. The Company is solely responsible for bad debts providing that the regulations in effect regarding the granting of credit have been observed by the employee and enforced by the Company. Any variations to the above must be authorized by the Distribution Department employee's direct Supervisor or Management.
5. Distribution Department employees will be responsible for all third party cheques, and will not accept cheques from customers designated by the Company as not acceptable for paying by cheque. The Company will post a list indicating such non-acceptable payees, and will be required to keep the listing current.
6. **LAYOVER AND SUBSISTENCE**

Any driver required to layover from their home terminal shall be compensated. Lodgings during the layover will be paid by the Company, and such employees shall receive:

Effective from the execution of this Agreement \$50.00 meal allowance.

**APPENDIX "A-1"****INSIDE EMPLOYEES**

		<b>EFF. MARCH 13/22</b>	<b>EFF. MARCH 6/23</b>	<b>EFF. MARCH 6/24</b>
1.	Plant Worker	\$27.33	\$27.74	\$28.30
2.	Lift Truck Operator	\$29.44	\$30.88	\$32.75
3.	Cooler Service Trainee	\$29.79	\$31.24	\$33.11
4.	Checker	\$29.79	\$31.24	\$33.11
5.	Shipper/Receiver	\$30.70	\$32.16	\$34.05
6.	Cooler Service Technician	\$30.77	\$32.23	\$34.13
7.	Warehouse Tractor Driver	\$31.02	\$32.49	\$34.39
8.	Seasonal/Relief/Temporary Merchandiser	\$20.23	\$20.53	\$20.94
9.	Fleet Mechanic	\$32.70	\$33.94	\$35.12

**Lead Hand**

Lead Hand is an employee who gives direction to other employees while performing the work themselves. When Lead Hands are required they shall be designated in accordance with Article 13 of this Agreement. The Lead Hand shall be paid one dollar (\$1.00) per hour over the highest classification that they regularly supervise including their own.

It is understood and agreed that the Company in hiring any permanent employee shall pay them on the following basis:

\$1.50 less than the rate in effect for their wage bracket until the first work week following the completion of their first forty (40) days worked of employment. After completion of their probationary period, at the full rate.

An employee shall have the right to bid on a job opening in an equal plant classification (same wage bracket) but shall be limited to one such bid in any twelve (12) consecutive calendar month period. In all cases of permanent transfers, the transferred employee will be paid the rate of the job to which they are transferred.

**APPENDIX "B"**

**TEAMSTERS LOCAL NO. 213 INDUSTRY ADVANCEMENT FUND**

The Company shall make contributions at the rate of three cents (\$0.03) per hour for all regular hours worked by full time employees covered by this Collective Agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer.

This payment will be independent and separate from any other payment made to Teamsters Local Union No. 213. The above contributions shall commence on the 3<sup>rd</sup> day of April, 2008.

**LETTER OF UNDERSTANDING #1**

**BETWEEN: COCA-COLA CANADA BOTTLING LTD.  
Kelowna and Kamloops, B.C.**

**AND: TEAMSTERS LOCAL UNION No. 213**

Notwithstanding any other provisions of this Agreement which may be to the contrary, it is mutually understood and agreed that the following arrangements and conditions shall apply to the position of Sales Equipment Service Trainee:

1. Candidates for a posted job vacancy as a Sales Equipment Service Trainee shall:
  - (a) Successfully complete an appropriate aptitude test prior to appointment; and
  - (b) Hold a valid, appropriate driver's licence.
2. The successful candidate for a posted vacancy in the position of Sales Equipment Service Trainee will undertake such training as described in the training manual.
3. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of a Sales Equipment Service Trainee. In such event, the employee shall revert to their former position and, in so doing, shall displace the employee who succeeded them in that position.
4. The training program referred to herein currently consists of a course administered by an independent organization. Various training sessions organized by the Company and/or equipment suppliers and on-the-job training totalling 2000 hours or practical experience as a Sales Equipment Service Trainee.
5. On successful completion of the training program (2000 hours including demonstration of the required knowledge, skills, etc.), a Sales Equipment Service Trainee shall thereupon be reclassified and paid as a Sales Equipment Serviceman.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #2**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED  
Kelowna and Kamloops, B.C.**

**AND: TEAMSTERS LOCAL UNION No. 213**

**Re: On Call Premium for Equipment Service Technicians at Kamloops, B.C.**

Notwithstanding the provisions of Article 20 (q) of the Collective Agreement, it is understood and agreed that the "on call" premium at Kamloops shall be one hundred and twenty-five dollars (\$125.00) per seven (7) week and one hundred and seventy-five dollars (\$175.00) for a week including a Holiday weekend.

This "on call premium" shall apply to Equipment Service Technicians only.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #3**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**Kelowna and Kamloops, B.C.**

**AND: TEAMSTERS LOCAL UNION No. 213**

If a delay in receipt of payment by the Workers' Compensation Board, or a payment by the insurance carrier of Weekly Income Benefits, would create an undue hardship for an employee, they may receive a pay advance of up to \$400.00 per pay period. Such advances are to be repaid to the Company upon receipt of the related claim payment or within thirty (30) days of notification of rejection of claim.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #4**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**Kelowna and Kamloops, B.C.**

**AND: TEAMSTERS LOCAL UNION No. 213**

In the event that a 3 x 12 hour work week is introduced, it will only be implemented in the Distribution Department and the following guidelines shall apply.

- (a) Notice of change to or from a 3 x 12 schedule will be given through the normal posting procedure for shift schedules.
- (b) The 3 x 12 work week shall be rotated on a three (3) week basis as follows:

Week 1 - 3 12 hour days	36 hours
Week 2 - 3 12 hour days	36 hours
Week 3 - 4 12 hour days	<u>48 hours</u>
	120 hours

Where possible to do so, the Company shall schedule such shifts consecutively.

- (c) Daily overtime (in excess of 12 hours) shall be at double time.
- (d) The first four (4) hours worked on a 4th day will be paid at time and one-half and double time thereafter, excluding the 4th day of the 3rd week of the rotation. A minimum of four (4) hours will be guaranteed if scheduled to work on a 4th day.
- (e) Each employee on the 3 x 12 work week shall receive three (3) fifteen (15) minute paid breaks.
- (f) 3 x 12 shifts will be staffed by those employees who would be normally scheduled to work on the shift which is changed from either a 5 x 8 or 4 x 10 or 3 x 12.
- (g) If a General Holiday is observed on a 3 x 12 employee's day off, the employee will have the option of receiving 12 hours' pay or a day off, with 12 hours pay, at a time mutually agreed between the Company and the employee.
- (h) The 8 hour limit on required overtime referred to in Article 20 (p) shall apply to the 12 hour days constituting the normal 3 x 12 work week.

In addition, on a Monday to Wednesday shift, overtime may be required on Thursday; on a Thursday to Saturday shift overtime may be required on Sunday.

**LETTER OF UNDERSTANDING #4 – CONTINUED**

- (i) In the event of a Wednesday to Saturday 3 x 12 work week, the Premium provided for in Article 20(a) shall apply to all hours worked in such work week.
- (j) Such opportunities to be posted and filled on a voluntary basis, by seniority.
- (k) Payment for the weeks described at paragraph (b), above, shall be based on forty (40) hours per week, regardless of the actual hours worked in that week in order to provide employees working a twelve (12) hour shift schedule with a balanced payroll.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #5**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED  
Kelowna and Kamloops, B.C.**

**AND: TEAMSTERS LOCAL UNION No. 213**

With respect to "Seasonal Employees" it is intended that:

Seasonal employees whose prior service has been satisfactory will be given the opportunity, in seniority order:

- (1) For employment in the next following seasonal employment period; and
- (2) For employment as replacements for absent regular employees during the October 15<sup>th</sup> to April 15<sup>th</sup> and January 15<sup>th</sup> to March 15<sup>th</sup> period.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #6**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED  
Kelowna and Kamloops, B.C.**

**AND: TEAMSTERS LOCAL UNION No. 213**

**EQUIPMENT SET-UPS AND CLOSE-OUTS AND DELIVERY OF COOLERS**

It is understood that the Sales Equipment Servicemen will carry inventory to do a new initial set-ups for Full Service Vending and Fountains consisting of one (1) case per column for Full Service Vending and one (1) pre-mix or one (1) Bag-in-box for each fountain flavour, along with required CO<sup>2</sup>.

Delivery Merchandisers will carry coolers i.e. F.L.M.'s or counter top G.D.M.'s to outlying areas only.

From time to time and in cases of emergencies, Cooler Services personnel may be asked to empty coolers in order to service a customer pick up. When employees in the Cooler Service Department perform a close-out on equipment, they shall also remove any product or cash still in that equipment. In addition, the employee with designated responsibility for the close out shall be paid the FSV rate of pay when performing such duties.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #7**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED  
Kelowna and Kamloops, B.C.**

**AND: TEAMSTERS LOCAL UNION No. 213**

**Re: Grandfather Rates of Pay for Previous Advance Salesmen  
Who Elected Re-assignment as a Merchandiser**

Notwithstanding the provisions of Appendix "A", as it relates to the rates of pay for the "Merchandiser" classification, "Advance Salesman" of the Company who transferred to the classification of "Merchandiser" pursuant to Article 43 of the previous Collective Agreement between the Parties, (which expired on April 3, 2002), shall be paid the following hourly rates of pay:

- Effective April 4, 2006 - \$26.71 per hour;
- Effective April 4, 2007 - \$27.33 per hour;
- Effective April 4, 2008 - \$27.97 per hour;

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #8**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**Kelowna and Kamloops, B.C.**

**AND: TEAMSTERS LOCAL UNION No. 213**

The Parties agree to terminate the Letter of Understanding between the Parties dated May 30, 2001 on the matter of a full time employee affected by a layoff during the seasonal window and replace that letter with the following:

"Any full time employee affected by a layoff in their seniority list during the seasonal window for a period of five (5) or more working days, will be permitted to immediately cross to the other seniority list and perform any available merchandising work before a seasonal employee is hired or called back to perform such work. The employee taking the merchandising work shall maintain their regular rate of pay."

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING #9**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED  
Kelowna and Kamloops, B.C.**

**AND: TEAMSTERS LOCAL UNION No. 213**

**REMOTE AREA MERCHANDISING**

Remote Area Merchandisers may be scheduled to conduct merchandising duties on an on-going basis in the remote areas of the Okanagan sales territory. Such Merchandisers will work on a regular basis less than twenty-four (24) hours a week during the non-seasonal window but may work forty (40) hours a week during the seasonal windows.

In the areas of Penticton and Salmon Arm, Delivery Drivers and/or Merchandisers would be scheduled to perform required merchandising duties in advance of Remote Area Merchandisers when they will not attain their regular forty (40) hours of work due to layoff.

Remote areas would include the following:

- South Okanagan Falls
- North of Sicamous
- West of Kamloops
- North of Ashcroft

Due to the unique circumstances surrounding the staffing of remote merchandising such employees will be excluded from the 1,000 hour of work full-time reclassification trigger as expressed under Article 1 (f) and may remain as part-time employees.

Should however, a Remote Area Merchandiser working in such remote areas work forty (40) hours a week for fifty-two (52) consecutive weeks a full-time position shall be deemed to have been created. This period is exclusive of time that the employee may have been relieving for vacation, short-term disability or leaves of absence. After a new full-time position has been deemed to have been created the position shall be posted in accordance with the terms of Article 13.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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