

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND**

**TEAMSTERS LOCAL UNION NO. 31**

**JANUARY 1, 2011 – DECEMBER 31, 2017**

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THIS AGREEMENT ENTERED INTO THIS                      DAY OF                      , 2013

**BETWEEN:      COCA-COLA REFRESHMENTS CANADA COMPANY**  
(hereinafter referred to as the "**Company**")  
PARTY OF THE FIRST PART

**AND:                      TEAMSTERS LOCAL UNION NO. 31**  
(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.
- (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.
- (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** 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 work that is in the care and control of the Company by persons other than members of the bargaining unit.

- (d)      A "probationary employee" shall mean a newly hired employee that has not completed sixty-five (65) accumulative days worked for the Company. There shall be no responsibility on the part of the Company in respect of the employment of probationary employees should they be laid off for lack of work or discharged during the probationary period. However, the Company shall inform the probationary employee as to whether he has been discharged or laid off and the reasons therefore. Probationary employees shall be called into work on an as needed basis, in accordance with their date of hire.
- (e)      A "part time employee" shall:
  - (i)      be an employee that has completed sixty-five (65) accumulative days worked for the Company.
  - (ii)      be hired on an incidental and temporary basis to provide for additional manpower.
  - (iii)      be carried on a part time employee's seniority list from his original date of hire with the Company.

- (iv) be given first opportunity to qualify as a regular employee as openings become available, providing he meets all Company qualifications and requirements.
  - (v) not be covered under the provisions of the Health and Welfare Plan until such time as he becomes a regular employee.
- (f) A "regular employee" shall:
- (i) mean an employee that has completed fifteen hundred (1500) hours of work for the Company from his anniversary date of hire to the next succeeding anniversary date of hire. An employee that completes the fifteen hundred (1500) hours requirement shall be placed on the regular employee's seniority list, effective from the first day of calculation of the fifteen hundred (1500) hour period.
  - (ii) be entitled to coverage under the Health and Welfare Plan and the Pension Plan as per the Plan's text.
  - (iii) make himself available to the Company for full time employment.
  - (iv) have no other outside employment, except where such employment may be specifically permitted under the provisions of this Agreement.
  - (v) it shall not be a cause for discipline or discharge for an employee to seek and/or accept gainful employment while on lay off, provided the employee complies with sub-section "iii" herein.

## 2. DURATION OF AGREEMENT

- (a) This Agreement shall be in full force and effect from and including January 1, **2011** to and including December 31, **2017** 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 Code is hereby excluded.

## 3. UNION SECURITY

- (a) The **Company** agrees that when it does hire new employees it will have each new employee fill in the required membership cards supplied by the Union before commencing actual 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**.

- (b) 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.
- (c) 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 be closest applicable checkoff. (i.e., If 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 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 man or woman 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 his job or be discriminated against for so acting.

- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority. When the employee returns from the leave of absence, he shall return to the same position held prior to the leave of absence commencing provided the employee could hold the position by his seniority in the case of layoff. If the position has been altered during his leave of absence the employee may exercise seniority to any position he is qualified for.

- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him or her from reporting to work, he or she 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, he 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, his or her employment may be terminated, subject to proper proof of same.

- (d) When an employee suffers an injury or illness which requires his or her absence, he shall report the fact to the **Company** as soon as possible, prior to his actual starting time, so adequate replacement may be made if necessary. Employees must keep the **Company** notified of correct address and phone number at all times.

- (e) When death occurs to a member of a regular employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence and if he attends the funeral he shall be compensated at his regular straight time hourly rate for hours lost from his 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 three (3) days.

Where excessive travel is required by an employee as a result of an occurrence of bereavement, then the Company may grant additional time off without pay to accommodate the situation, or with the approval of the employee, provide banked or vacation time off as appropriate.

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. Stepparents 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) 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 himself 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 his probationary period as of the date of commencement of the Jury Duty.
  - (ii) The employee shall have given prior notice to the Company that he has been summoned for



Jury Duty.

- (iii) The employee shall furnish satisfactory evidence to the Company that he reported for or performed Jury Duty on the days for which he 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, he shall be granted leave of absence for a period not to exceed five (5) years or until such time as his 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) Parental Leave – Parental Leaves shall be provided in accordance with statutory requirements.
- (i) Any employee requiring a drivers license to perform his job shall be extended a leave of absence if he loses his license because of driving violations, for a maximum of twelve (12) months in any sixty (60) month period of time. Employees exceeding this maximum will be terminated.

In addition, any employee who loses his license for more than twelve (12) months, for one (1) offence, will also be terminated.

## 6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union so wishes, 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 he is 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 one Shop Steward selected in accordance with the Union rules and regulations, as the employees representative of the bargaining unit and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- (d) The Union will advise the Employer of the identity of the Steward 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 his supervisor to leave his position, which will not be unduly withheld. The provisions of this Section shall not, in any event, be abused.
- (f) The Company shall recognize one (1) Shop Steward to be a member of the Union Negotiating Committee to attend meetings with the Company for the purposes of negotiating renewal Collective Agreements. The Company will ensure the steward's absence from work will be

without loss of his regular rate, for his normal hours of work. Where negotiations occur outside of the Terrace, BC area, then the expenses of the steward shall be paid for by the Company, in accordance with Appendix "A" herein, dealing with overnight trips.

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

- (a) The **Company** shall provide and maintain for each employee at no cost to the employee each calendar year the following:

3 trousers; 3 shirts; 1 3-in-1 all weather jacket (to be replaced by the Company on an as required basis); 1 rain jacket (upon request).

Employees covered by this Agreement shall be supplied uniforms upon completion of their probationary period.

- (b) It is understood that the **Company** will bear all costs of supplying these articles of clothing and that they shall be its property at all times.

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

- (c) All uniforms and overalls, etc. shall be serviced by a Union Company if available and if service, terms, conditions, and costs are comparable then with a firm having an agreement with the Teamsters Union.

- (d) The **Company** shall supply any safety equipment as required by the Workers' Compensation Board, without charge, including safety glasses and earplugs, and shall include prescription lenses, if required.

- (e) **The Company** shall provide each regular employee in the bargaining unit with a safety footwear allowance of one-hundred and seventy-five (\$175.00) dollars per calendar year. **The safety footwear allowance shall increase to one-hundred eighty (\$180.00) dollars per calendar year as of January 1, 2014 and to one-hundred (\$190.00) dollars per calendar year as of January 1, 2016.** Such amount shall be reimbursed to the employee upon presentation of a receipt for such purchase. Safety footwear shall mean footwear having steel-toed caps and puncture resistant soles (green patch). It is mandatory that all regular employees furnished with safety footwear shall wear same at all times during working hours.

- (f) Wherever they are required to be used on the job, the **Company** shall supply, free of charge, gloves as required, provided worn out gloves are turned in for exchange.

- (g) Any employee working on a truck (Driver or Helper) shall be supplied a hand truck in good working condition.

- (h) If at any time the **Company** requires or uses Armoured Cars, outside Security or Watchman Services the Company shall endeavour to use 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 affecting 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 line or placard line around or against, and in any event of any Employer 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 and Health and Welfare Plan contributions 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 terms of this Agreement.

## 11. TRANSFER OF COMPANY

- (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 his job.
- (e) In the event that an employee provides a vehicle for use by the **Company**, **the employee will be reimbursed by the Company according to the Company's travel and expense policy.**

**Employees hired after the date of ratification will be required to use their personal vehicle for merchandising at the request of the Company where their vehicle is reasonably available. The employee will be reimbursed for the use of their personal vehicle according to the Company's travel and expense policy.**

## **12. GRIEVANCE PROCEDURE**

### **SECTION 1 -**

Whenever any dispute arises between the Company and the Union, or between the Company and one or more employees, the men shall continue to work and the dispute shall be adjusted in accordance with the following procedures:

Time limit to institute this Grievance Procedure:

- a) Termination or lay-off ten (10) calendar days
- b) All other grievances thirty (30) calendar days

The Company and the Union agree that a time limit shall exist from the completion of Step 1 to the completion of Step 3 of thirty (30) calendar days. Either the Company or the Union may request an extension of the time limits in writing.

In any dispute over a pay cheque or pay statement or any matter thereon the time limit shall be calculated from the date the employee received the pay cheque or pay statement.

Step 1: Any grievance of an employee shall first be taken up between such employee and the Company Supervisor, however, the employee will be entitled to be represented by a Shop Steward or a Union Representative.

Step 2: Failing settlement under Step 1, such grievance shall be taken up between a Representative of the Union or a Shop Steward and the Company Supervisor.

Step 3: Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this Grievance Procedure shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

Step 4: Failing settlement under Step 3, either Party may refer the matter to an agreed upon neutral who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

### **SECTION 2 - MINISTER OF LABOUR**

If the Company and the Union fail to agree upon a neutral arbitrator within fifteen (15) days after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

### **SECTION 3 - ARBITRATOR'S DECISION**

The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturday, Sunday and General Holidays) following completion of the hearing, and his decision will be final and

binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

#### **SECTION 4 - COSTS**

The cost of the arbitrator shall be borne equally by the Union and by the Company.

#### **SECTION 5 - MEETING CHAIRMAN AND MINUTES**

Under Step 3, the Company will act as recording secretary and will furnish the Union with a copy of any such minutes. All copies of minutes will be signed by both the Union and the Company representative(s). Under Step 3, the meeting chairman will be rotated between the Union and the Company.

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

In the event that any regular employee leaves a job or a new job is created or new equipment is installed, the Company shall post a notice, 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 shall receive such job.

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 posting of part-time jobs.

Probationary or part time employees will not be used to deprive any of the regular employees the conditions of this Agreement.

### **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) 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.

- (c) Full time employees with one (1) year or more of service, whose employment is terminated as a result of technological change, **permanent loss of work as a direct result of changes to delivery modes (from Direct Store Delivery to any other method) as per the Letter of Understanding Re: Third Party Distribution**, or of closure of the whole or any part of the operation or loss of business, shall receive termination pay of **two (2)** 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 **forty-eight (48)** weeks' pay. The above shall not apply when an employee resigns or is discharged for just cause.
- (d) 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.
- (e) **Any employee who receives severance pay under the terms set out above shall forfeit all rights under this Agreement.**

#### **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 all wages earned by such employees to a day not more than seven (7) days prior to the day of payment.
- (b) The Company shall provide every employee covered by this Agreement on each payday with an itemized **electronic** statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. **Electronic pay stubs will be available for confidential printing on the Company's portal.** Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) When there is an error of short payment or any other type of error, this shall be corrected and any monies owing be paid not later than seven (7) days from the date the Company's payroll official is notified of the error providing that the amounts less than fifty dollars (\$50.00) will be paid on the next payday.

#### **16. ANNUAL VACATIONS**

- (a) No later than January 1st of each year, the **Company** shall post a vacation list on the Bulletin Board, and each employee shall apply for his or her vacation on such list at a time same is desired, and such request must be completed, by **February 15<sup>th</sup>** of each year. If the employee does not submit their vacation by March 1<sup>st</sup>, such vacation shall be scheduled at the **Company's** discretion. Once such list is completed vacations shall not be altered except by mutual consent of both parties.

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 1st and September 30th 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.

**No more than one (1) employee from each of the following groups may be off on vacation at the same time: Warehouse, Distribution and Cooler Service.**

- (b) **In January of the first year of employment and each January thereafter vacations will be taken in advance of the employee's anniversary date on a calendar year basis: January to December.** An employee's anniversary date of latest hiring shall be used as the date to calculate an employee's vacation entitlement.
- (c) Employees who have previously completed or subsequently complete one (1) year and up to two (2) years as an employee shall receive two (2) consecutive weeks' vacation of fourteen (14) days with eighty (80) hours' pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater. **This payment shall be made by March 1<sup>st</sup> annually.**
- (d) Employees who have previously completed or subsequently complete three (3) years as an employee shall receive three (3) consecutive weeks' vacation of twenty-one (21) days with one hundred and twenty (120) hours' pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater. **This payment shall be made by March 1<sup>st</sup> annually.**
- (e) Employees who have previously completed or subsequently complete eight (8) years as an employee shall receive four (4) weeks' vacation of twenty-eight (28) days with one hundred and sixty (160) hours' pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater. **This payment shall be made by March 1<sup>st</sup> annually.**
- (f) Employees who have previously completed or subsequently complete thirteen (13) or more years of continuous service with the **Company** shall receive five (5) weeks' vacation of thirty-five (35) days with two hundred (200) hours' pay at the rate they were receiving at the date of taking their vacation, or ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater. **This payment shall be made by March 1<sup>st</sup> annually.**
- (g) Employees who have previously completed or subsequently complete nineteen (19) or more years of continuous service with the **Company** shall receive six (6) weeks' vacation of forty-two (42) days with two hundred and forty (240) hours pay at the rate they were receiving at the date of taking their vacation, or twelve percent (12%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater. **This payment shall be made by March 1<sup>st</sup> annually.**



- (h) 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) in an employee's calendar year, running from anniversary to anniversary date, he shall be eligible for vacation as above set forth. An employee who does not work fifteen hundred (1500) hours in a calendar year shall be credited with a year of service.
- (i) 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.
- (j) In the event that an employee leaves the employ of the **Company** before his is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the **Company**, as in (c) herein.
- (k) In the event of an employee leaving the employ of the **Company** after he had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (l) Prior to **March 1<sup>st</sup>**, the **Company** shall furnish the employee ~~on request~~ with a statement showing **how the adjustment was calculated.**
- (m) 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), (d), (e), (f), and (g) herein.

**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 eight (8) hours of their applicable rate plus any applicable shift premiums. Those employees working on a ten (10) hour day shall receive General Holiday pay based on ten (10) hours plus any applicable premiums.

New Year's Day	Victoria Day	<b>Family Day</b>
Christmas Day	Good Friday	Thanksgiving Day
B.C. Day	Boxing Day	Canada Day
Labour Day	Remembrance Day	<b>2 Floaters</b>

A request for a Floater shall be made in writing at least in ten (10) days in advance of the date requested and shall be mutually agreed to by the employee and the **Company**.

- (i) 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 **exchange a floater for the new Holiday**.
- (c) Paid Holidays falling on an employee's regular day off, or on Jury Duty, shall be at the employee's option:
- (i) Be paid for at the employee's regular rate of pay, during that pay period, or take the next working day following the Statutory Holiday as a day in lieu of the Statutory Holiday.
  - (ii) Be banked and given to the employee at a mutually convenient date within the period October 1st to March 31st.
  - (iii) Where a paid holiday falls during an employee's annual vacation period, the employee shall be permitted to take the day immediately preceding the commencement of vacation off or extend his 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) 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 **should** the General Holiday **take place on a weekend that the following Monday shall be specified as the holiday**.
- (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 he was receiving the last day he worked prior to his absence for one (1) of the three (3) reasons set out herein.

In the case of absence due to injury or illness on a General Holiday where the employee is receiving 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 he is receiving 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, he may have the **Company** use such monies that he would be entitled to in paragraph (h) above to pay his 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 1st to March 31st.
  - (iii) Receive two (2) banked days, which shall be taken at a mutually convenient date within the period October 1st to March 31st.

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

Banked paid holidays owing at March 31st 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**, he shall be paid in full for all monies owing to him by the **Company** on the date of his discharge.
- (b) If an employee quits the Employer of his own accord, the **Company** may withhold payment for five (5) calendar days after the employee quitting but must pay on the sixth (6th) day.
- (c) The **Company** shall give a Record of Employment to any employee who separates from employment for at least seven (7) days for any reason 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 employee shall receive these notices within ten (10) days of the infraction becoming known to the Company or such other longer period of time to allow for a full and proper investigation of the matter by the Company and such extension is to be agreed to by the Union.
- (g) The Shop Steward or alternate Union employee shall be present when an investigation interview takes place that may be disciplinary in nature. The employee involved in the investigation interview may request that the Shop Steward not attend the investigation interview.

## 19. SENIORITY

- (a) There shall be two (2) seniority lists: one for part time employees and one for regular 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) Seniority shall be applied with respect to layoff and recall to work in each of the above seniority groups separately provided the employee having the greater seniority has the ability to perform the work in a satisfactory manner. All probationary and part time employees will be laid off first before any regular employee is so affected. All regular employees shall receive twenty-four (24) hours' notice prior to lay off.
- (d) 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 four (4) 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 lay off exceeding eighteen (18) months
  - (vii) Accepts severance pay under Article 14 (d) and (e).
- (e) 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 his former position without loss of seniority. During the sixty (60) days worked trial period, the employee shall receive notice of his 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.
- (f) If the **Company** lays off or discharges the Shop Steward, the Union shall be advised prior to such lay off or discharge.

## 20. DAYS AND HOURS OF WORK AND OVERTIME

- (a) (i) Each regular employee shall work and be guaranteed eight (8) hours each day, provided that he commences work at the start of his 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 regular 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.

- (ii) Each probationary or part time employee who is called to work shall be guaranteed a minimum of four (4) hours work or pay in lieu thereof.

Shifts shall be arranged on a Monday to Friday or Tuesday to Saturday basis.

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.

Notwithstanding other provisions contained herein, in order to respond to an extraordinary business demand or to provide staffing for a special promotional event, the Company may schedule a limited number of employees to work on a Saturday and or Sunday as part of their regular workweek, at straight time hourly rates of pay. Employees shall not be required to work on a Saturday in conjunction with Sunday work, unless they agree to do so. This shall not be interpreted to mean that the Company will schedule a seven (7) day workweek as part of its normal operations.

- (iii) All regular employees shall be notified on Friday morning prior to **10:30AM** of their shift schedule for the following week.

- (iv) **Full Time employees shall not be required to work on Sundays. A Sunday shift signup sheet will be posted on a weekly basis. Any employee who would be willing to work on the following Sunday shall sign the sheet by 9AM on the Friday morning. Should no employee sign the Sunday shift signup sheet, the shift shall be assigned to the most junior qualified employee. In such a situation, a junior employee may work on a Sunday while a senior Full Time employee does not reach 40 hours worked in the week.**

- (b) Any hours worked in excess of eight (8) or ten (10) Monday to Friday, as defined in Section (a) above, in any one (1) day shall be at the rate of time and one-half (1 1/2) for the first two (2) hours and double time thereafter, except as set out below.
- (c) The first four (4) hours worked on the sixth (6th) day, Saturday, shall be paid at the rate of time and one-half (1 1/2) with the subsequent hours paid at the rate of double time and all hours worked on the seventh (7th) day, Sunday, shall be paid at the rate of double time with a minimum of four (4) hours guarantee, but the employee may book off with a two (2) hour payment at overtime rates.
- (d) Any employee called into work in any emergency after his regular working day has been completed and he has 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 his shift is completed, that employee will only be paid from the time he commenced work and for the time actually worked but persistent tardiness will subject him 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 such overtime will be distributed as equally as possible amongst those employees concerned who normally perform such 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, 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 his shift as well as when the employee leaves and returns to the building during his shift. Where an employee is on an overnight trip, the Company will ensure that his time is appropriately recorded. 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 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 sixty-five cents (\$.65) premium will be paid for each hour paid for on the third shift.

Any shift commencing after 5:30 p.m., and prior to 6:00 a.m., shall be considered a third or graveyard shift.

Any shift differentials shall be included in overtime calculations.

- (l) It is understood 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, he shall be paid at overtime rates of double time for the entire shift that he is called into work before he has received his 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.
- (m) 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.
- (n) 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 eight (8) hours overtime during the normal work week (excluding Saturday).

Notwithstanding the foregoing, the Company may require its distribution employees to work a maximum of eight (8) hours overtime per week. An employee shall not be required to work more than two (2) hours of overtime in any one (1) day unless agreeing to do so.

Where such practice becomes consistent, then the Parties shall meet to discuss the continuance of this practice.

- (o) 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 and vacation time 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, he 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 his regular shift without a minimum half (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 (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 1/2) hours from the commencement of each half of an employee's work shift.

Any employee who is 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.

- (c) When it becomes necessary to work overtime of more than two (2) working hours beyond his regular shift, the **Company** shall see that each employee so worked shall have the option of receiving a meal break of thirty (30) minutes without pay, but shall receive a meal allowance of ten (10) dollars per meal for the life of the agreement.

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

Where meals are purchased and consumed at the start or after the work-shift the employee shall be reimbursed as long as the receipt is submitted into his supervisor within seventy-two (72) hours.

## **22. COMPENSATION COVERAGE**

- (a) When an employee is injured at work and goes on Compensation, he or she shall, when their doctor signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of one (1) week to see if he or she is able to do the job he or she 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.

### **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.

### **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 of 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. 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) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor stating his 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) 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) 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 he wishes to take the course. The employee shall also be paid at his 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) Whenever any Plant employee or vending driver or whomsoever is required to lift any item or machinery or equipment which the employee feels is too heavy for him, he shall be given assistance.
- (g) The **Company** agrees to establish a Joint Safety Committee. 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 a monitoring system will be provided.
- (i) No employee other than a qualified Maintenance Cooler Repair Man shall make repairs on any sales equipment, or install new fountain equipment owned by the Company except in an emergency situation.

## 26. 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 Employer, 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**.

## 27. MANAGEMENT RIGHTS

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

- (i) Maintain order, discipline and efficiency.
- (ii) 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.
- (iii) 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, packaging, shipping and distribution, and the kinds and locations of machinery, equipment and tools used throughout the **Company's** operations.

- (iv) 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 are unjust or discriminating.

## **28. HEALTH AND WELFARE PLAN**

**Subject to eligibility requirements, employees in the bargaining unit are entitled to participate in the benefits plan(s) (currently "Benefits Plus") maintained by the Company for hourly employees at its Terrace operations. The terms and conditions of participation and benefits entitlements shall be governed by the official text of the plan(s) (as from time to time amended). For clarity, the Company's obligation in respect to such plans is limited to the payment of premiums only and the Company reserves the right to amend, modify or alter these plan(s) in the future at its discretion.**

## **29. SICK PAY PLAN**

- (a) **Every** regular employee who has completed one or more years of continuous employment with the Company shall be entitled to an annual sick pay of five (5) days, as at January 1<sup>st</sup> of each calendar year. For employees who complete their first year of service with the Company after January 1<sup>st</sup>, they shall receive their annual sick pay bank on a pro-rated basis calculated on the number of months remaining in the year after having completed their first year of service.

Sick pay due to an employee for the calendar year shall be paid to him, on the days he is sick for his normal scheduled hours of work at his regular hourly rate of pay.

Any unused sick pay left over at the end of the calendar year shall be paid out to the employee by the **first pay period following March 1<sup>st</sup>. The sick pay payout of an employee who achieves perfect attendance (i.e. takes no sick days) by working the complete calendar year shall be at the rate of 125% of his accrued sick time provided that the employee has not received a written warning regarding his attendance in that calendar year. Perfect attendance excludes days lost due to Workers Compensation and any other approved leaves for bereavement, jury duty or other approved time off (e.g. vacation or statutory holiday pay).**

Any employee absent from work due to illness shall report such absence to the Company management and the Company shall provide all employees with contact telephone numbers. Where an employee fails to notify management, he shall be subject to discipline.

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

- (b) It is agreed that in consideration of improvements contained in this and prior Agreements, and subject to the provisions of the Unemployment Act, the **Company** shall retain in full the "Premium Reduction" which is or may become available from the Unemployment Insurance Commission

upon their acceptance of the **Company's** W.I.B./L.T.D. Benefit Plans as qualifying registered plan.

### **30. ARTICLE HEADINGS**

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

### **31. TRANSPORTATION**

No employee **hired prior to the date of ratification may** be required to use his car on **Company** business.

### **32. 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 by 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:

- (i) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
  - (ii) 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 a **Company** requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
- (i) 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 his own expense, shall have the right to be examined by his personal physician.
  - (ii) 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.
  - (iii) The findings of the consultant shall be final and binding upon all parties.
  - (iv) The remuneration of the consultant shall be borne by the **Company** and the Union equally.
  - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his 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 his employment coming under Sections 1 to 5 of the Motor Vehicle Classifications Licenses, is required by an agency, insurance or whatsoever to take medical examination to verify his rights 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.

### 33. 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 safety appliances required by law. The maintenance of equipment with a sound operating condition is not only a function, but a responsibility of Management, and in respect thereto the **Company** agrees to the following:

- (i) 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 maybe liable to disciplinary action.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) It is mutually agreed that a form shall be supplied to the 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, he 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.

- (vi) 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, he shall be paid for all such time on the basis of the working time rate of pay.

- (vii) 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, he shall not be entitled to wages lost.
- (viii) No driver shall be permitted to allow other than employees of the Company, who are on duty to ride in his truck or vehicle, except with authorization of the Company or in the event of a bona fide emergency.

#### **34. 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 Appendix "A", attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until he is 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 his shift, unless authorized.
- (c) When an employee meets with an accident at work he or she 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 he has received or incurred on the job, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours' pay for that day and any other day or days he is also required to fill such commitment or requirement.
- (e) When an employee is temporarily removed from his regular work and placed on other work for the **Company's** convenience, for a period in excess of two (2) hours, he shall be paid his 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 maybe reduced below his regular rate.
- (f) Each employee hired under a specific classification shall immediately when he commences 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.

#### **35. PENSION PLAN**

Effective January 1, 2003, all eligible employees in the bargaining unit shall be provided with the Company's "Pensions Plus" pension program.

**All regular full-time employees hired after the date of ratification will be enrolled in the Company's Defined Contribution Pension Plan subject to eligibility requirements. These employees are not eligible to participate in the "Pension Plus" pension program.**

### 36. 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.

### 37. MONEY DEPOSIT

When drivers check their cash into the drop safe, he shall record his deposit.

### 38. 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 three (3) 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 his 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 1/2 times	1 1/2 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.

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

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

\_\_\_\_\_  
**Joe Pires**

\_\_\_\_\_  
**Ralph Ferens**

\_\_\_\_\_  
**Anthony Kirk**

\_\_\_\_\_  
**Colin Murdoch**

**APPENDIX "A"**

**WAGE SCHEDULE**

**A: 01 RATES OF PAY AND CLASSIFICATIONS**

	January 1, 2011	January 1, 2012	January 1, 2013	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017
DSIC	\$27.37	\$27.37	\$27.37	\$27.78	\$28.34	\$28.91	\$29.63
DSIC - Tractors	\$28.52	\$28.52	\$28.52	\$28.95	\$29.53	\$30.12	\$30.87
Shipper/Receiver	\$26.90	\$26.90	\$26.90	\$27.30	\$27.85	\$28.41	\$29.12
Warehouseman/Lift Operators/Night Loader	\$25.03	\$25.03	\$25.03	\$25.41	\$25.92	\$26.44	\$27.10
Serviceman	\$27.66	\$27.66	\$27.66	\$28.07	\$28.63	\$29.20	\$29.93
Part-time Lift Operator	\$19.20	\$19.20	\$19.20	\$19.20	\$19.20	\$19.20	\$19.20
Part-time DSIC	\$21.82	\$21.82	\$21.82	\$21.82	\$21.82	\$21.82	\$21.82
Sales Equipment Service Trainee	\$26.69	\$26.69	\$26.69	\$27.09	\$27.63	\$28.18	\$28.88

**Notes:**

1. \$700 lump sum payment for all full time employees (excludes those on LTD) to be paid by the first pay following September 15, 2013.
2. \$700 lump sum payment for all full time employees (excludes those on LTD) to be paid by the first pay following January 1, 2014.

**A: 02** Layover and Subsistence: any driver required to layover from his home terminal shall be compensated. Lodging during the layover will be paid by the **Company**, and such employees shall receive a fifty-five dollar (\$55.00) meal allowance.

**A: 03** When an employee has successfully bid for a regular position as a result of a job posting pursuant to Article 13, herein, he shall immediately receive the full job classification rate of pay for that position and upon completion of his probationary period he shall receive a regular employee seniority date from his previous anniversary date of hire. He shall be eligible for the Welfare Benefit Plan provided to employees of the bargaining unit. Eligibility for the pension plan shall be after having completed two (2) years of service with the Company.

**A: 04** The Company may require **any employee** to perform merchandising work.



## APPENDIX "B"

### ***TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND***

The Teamsters Local No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31

The **Company** shall make contributions of five cents (\$.05) per hour for which wages are payable hereunder for each employee covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th 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. 31.

Effective January 1, 1995.

## LETTER OF UNDERSTANDING #1

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: SALES EQUIPMENT SERVICE TRAINEES**

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 license.
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 his former position and, in so doing, may displace the employee who succeeded him in that position.
4. The training program referred to herein currently consists of a correspondence course administered by an independent organization (I.C.S.), 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 completion of the training programs (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 \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

\_\_\_\_\_  
**Joe Pires**

\_\_\_\_\_  
**Ralph Ferens**

\_\_\_\_\_  
**Anthony Kirk**

\_\_\_\_\_  
**Colin Murdoch**

**LETTER OF UNDERSTANDING #2**

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: W.C.B. or WEEKLY INDEMNITY**

Where an employee is entitled to Workers' Compensation or Weekly Indemnity Benefits and a claim for the same has been properly completed and filed with the appropriate agency, if the employee does not receive any benefit payments to which he is entitled within ten (10) days of receipt of the claim by the agency, whichever shall last occur, the Company will make an advance of monies to the employee.

The amount of the advance shall not be more than eighty percent (80%) of the amount the employee might reasonably expect to receive from the appropriate agency, and the total amount advanced shall not exceed the amount of outstanding monies owing to the employee by the Company.

Within five (5) days after receipt of benefits from the appropriate agency, the employee shall reimburse the Company for all monies advanced to him. In the event all monies owing are not so reimbursed, the Company shall deduct the same from outstanding monies owing to the employee.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

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**Anthony Kirk**

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**Colin Murdoch**

**LETTER OF UNDERSTANDING #3**

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: TERRACE BRANCH JURISDICTION AREA**

The Company and the Union agree that the Terrace Branch is its own Seniority Unit, and the employees in Terrace cannot be displaced by any Coca-Cola Refreshments Canada Company employee from another Branch.

The Terrace Branch shall be responsible for and have jurisdiction for the area north and west from and including **Topley**, B.C. to and including Prince Rupert, B.C.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

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**Anthony Kirk**

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**Colin Murdoch**

**LETTER OF UNDERSTANDING #4**

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: 3 X 12 HOUR WORKWEEK**

In the event that a 3 X 12 hour workweek is introduced, it will only be implemented on a voluntary basis in Sales and Distribution and the following guidelines shall apply.

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

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

- (i) In the event of a Wednesday to Saturday 3 X 12 workweek, 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.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

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**Ralph Ferens**

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**Anthony Kirk**

\_\_\_\_\_  
**Colin Murdoch**

**LETTER OF UNDERSTANDING #5**

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: ON CALL PREMIUM FOR EQUIPMENT SERVICE TECHNICIANS AT TERRACE B.C.**

Notwithstanding the provisions of Article 20 (d) of the Collective Agreement, it is understood and agreed that an Equipment Service Technician required to be on call shall receive one hundred and fifty dollars (\$150.00) per seven (7) day week and two hundred dollars (\$200.00) for a week including a holiday weekend in addition to his regular rate which shall not be used in overtime calculations.

This "On Call Premium" shall apply to Equipment Service Technicians only.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

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**Joe Pires**

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**Ralph Ferens**

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**Anthony Kirk**

\_\_\_\_\_  
**Colin Murdoch**



**LETTER OF UNDERSTANDING #6**

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: *ARTICLE 20 SUNDAY MERCHANDISING***

As part of normal operations, shifts will be scheduled seven (7) days a week for merchandising related duties.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

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**Anthony Kirk**

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**Colin Murdoch**

**LETTER OF UNDERSTANDING #7**

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: 5TH DSIC TRACTOR DRIVER SHIFT**

The 5<sup>th</sup> position is posted and retroactive. The Union has been given notice that the 5<sup>th</sup> position may not be filled in the future if it is left vacant. The formula to determine 5<sup>th</sup> tractor driver position will be filled in the future. If spare drivers have worked 1000 hours or more performing tractor trailer delivery work in the 12 months prior to the vacancy, the shift will be posted. If spare drivers have worked less than 1000 hours performing tractor trailer delivery work in the 12 months prior to the vacancy the shift will not be posted. If a tractor driver position is eliminated the Company shall be required to post a tractor driver position if spare drivers work 1000 hours or more performing tractor trailer delivery work in any calendar year.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

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**Anthony Kirk**

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**Colin Murdoch**

**LETTER OF UNDERSTANDING #8**

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: *THIRD PARTY DISTRIBUTION***

The Company and the Union agree that flex distribution such as Indirect Sales/Store Delivery ("ISD"), third party delivery or delivery to customers' warehouse does not constitute subcontracting and is not restricted in any way whatsoever by the terms of the collective agreement.

The Company agrees that if the contracting out of any work normally performed by employees in the bargaining unit would result in the layoff of any regular employee(s), the Company will meet with the Union to discuss ways and means of reducing the impact of such change on the employee(s) to be affected.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

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**Colin Murdoch**

**LETTER OF UNDERSTANDING #9**

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: *BASE PLUS COMMISSION PAY***

**During the life of this collective agreement (at the initiation of the Company), the parties agree they will meet for the purpose of negotiating, and if mutually agreed to, implement a base plus commission pay structure for job classifications identified by the Company.**

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

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**Colin Murdoch**

**LETTER OF UNDERSTANDING #10**

**BETWEEN: COCA-COLA REFRESHMENTS CANADA COMPANY**

**AND: TEAMSTERS LOCAL UNION NO. 31**

**RE: *ELECTRONIC PAY STUBS***

The Company will continue to provide paper based pay stubs to employees for three months following the date of ratification. After the three months, paystubs will only be accessible in electronic format as per the terms of Article 15 (b). The Company commits to training employees on how to access their electronic pay stubs prior to the three month window expiring.

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**SIGNED ON BEHALF OF THE COMPANY**

**SIGNED ON BEHALF OF THE UNION**

\_\_\_\_\_  
**Mario Desjardins**

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