

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COCA-COLA REFRESHMENTS CANADA COMPANY  
Lower Mainland - Vancouver**

**(the “Company”)**



**AND**

**TEAMSTERS LOCAL UNION No. 213**

**WALTER CANTA  
Secretary- Treasurer**

**April 4<sup>th</sup>, 2011 - April 3<sup>rd</sup>, 2017**



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THIS AGREEMENT entered into this 4<sup>th</sup> day of April, 2011.

**BETWEEN:**                    **COCA-COLA REFRESHMENTS CANADA COMPANY**  
2471 Viking Way, Richmond,  
Province of British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**AND:**                            **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters, of the  
City of Vancouver, Province  
of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

## **1. BARGAINING AGENCY AND DEFINITION**

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority, and shall include temporary or so called casual employees in the unit, employed at 2471 Viking Way, Richmond, 13400 Vulcan Way, Richmond, B.C. 44520 Yale Road, Sardis, B.C. and 2450 United Boulevard, Coquitlam, B.C.

Notwithstanding the above, all employees of the Employer, employed in the capacity of "Account Managers" shall be excluded from the bargaining 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 Employer 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 those 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 (a member of the bargaining unit must be present) or emergency nature or due to the non-availability of bargaining unit personnel. Abuse of this provision shall be cause for a grievance.

"Emergency nature" is understood to mean: employee's sudden illness or injury; equipment malfunction that requires immediate action to preclude damage to equipment or injury to employees.

"Non-availability of bargaining unit personnel" is understood to mean absence of an employee for whatever reason without advance notification and the non-availability of an employee to immediately replace an absent employee.

The Employer agrees that there will be no lay-off, 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. The Employer may give assistance in the placement of racks but this assistance shall be given when bargaining unit employees are making such placements.

- (d) A seasonal employee shall mean an employee within the bargaining unit engaged as such for work of a temporary nature during the period from April 1<sup>st</sup> to September 30<sup>th</sup> or from November 15<sup>th</sup> to the end of the 1<sup>st</sup> week following January 1<sup>st</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 his seniority shall date from his original date of hiring.

Any seasonal employee who, after September 30<sup>th</sup> or to the end of the 1<sup>st</sup> week following January 1<sup>st</sup>, is accepted by the Employer as a regular employee shall have seniority as of his latest date of hiring, but shall be deemed to have completed such part of his probationary period as may be determined by the number of days actually worked in the six (6) months immediately preceding his latest date of hire.

Seasonal employees shall not acquire seniority.

- (e) A "temporary employee" shall mean an employee who is hired on a temporary basis 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 his 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 1,000 hours of work for the Employer, he shall become a regular employee with seniority to be dated from the date of such change. This employee will be classed as a "Floater" until such time as he posts into a regular job or is assigned to a regular job by the Employer where such job cannot be completed pursuant to the posting procedure and the employee is qualified to do the job.

## **2. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from and including April 4<sup>th</sup>, 2011, to and including April 3<sup>rd</sup>, 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.

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 Employer 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.

The operation of Section 50 (2) and 50 (3) of the British Columbia Labour Relations Code is hereby excluded.

### **3. UNION SECURITY**

- (a) The Union recognizes the right of the Employer to hire whomever he chooses, subject to the Seniority provisions contained herein, but it shall so notify the Union Hiring Hall so that the Union may have the opportunity to provide the Employer with suitable applicants. It is understood that refusing to employ a referral by the Union shall not be subject to the Grievance Procedure of this Agreement.
- (b) The Employer agrees however, that when he does hire new employees he 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 Employer, excepting that employees who will be hired for less than ten 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 Employer shall, upon notification from the Union, discharge such employee.
- (d) The Employer 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 that 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 Employer a checkoff form, in duplicate, setting out the names of each employee in the Union and the amounts of dues, etc. they owe. The Employer 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 Employer 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 Employer to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of each following month, and one (1) copy of the checkoff list as above mentioned.

- (d) The Company will include on the employee's T-4 slip the amount of union dues deducted.

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

- (a) The Employer 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, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time. During such leave of absence in excess of one (1) week, the Employer 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 Employer 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.
- (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. In such cases, the employee shall provide the Employer with notice of his return to work so as not to cause the Employer to be liable for any pay to other employees who have filled the temporary vacancy.

If an employee desires a leave of absence for reasons other than those referred to above or for purposes of furthering his education, he must obtain permission in writing for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied. All such requests are to be made in writing by the employee and at least two (2) weeks in advance for the leave commencing so as to enable the Employer to make alternative arrangements for the work being done.

In any instance where an employee accepts other employment without the consent of Management, when on leave of absence or vacation for any reason, his or her employment may be terminated, except as provided for in 5 (i) 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 Employer as soon as possible, prior to his actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- (e) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for four (4) days. Immediate family means: husband, wife, mother, father, mother or father-in-law, step-parents, children, sister, brother and grandparents. A one (1) day leave of absence with full pay will be granted in the event of death of a sister and brother-in-law, and

grand-children. The employee shall notify his supervisor as soon as possible. All such leaves shall be taken within a two week period from the date on as which the death occurred, unless as otherwise approved, in writing, by the Company.

- (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 Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer. 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. The Company shall be provided with a copy of such notice received by the employee forthwith, upon its receipt by the employee.
  - (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 any 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 Employer 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 Employer under this Agreement. All such requests are to be made by the Union to the Employer, in writing, and at least one (1) month in advance of the leave taking place.
- (h) Employees may make requests for a leave of absence up to sixty (60) days and shall receive such leave once every three (3) years which may be taken in conjunction with their annual vacation. This shall be restricted to three (3) per seniority list (one (1) per classification) as approved by the Company. Employees shall make such request, in writing, at least thirty (30) days prior to commencement.
- (i) If an employee employed in a classification requiring a driver's licence suffers revocation of his driver's licence he will be re-classified provided he is capable and the work is available and such work will not result in the bumping of a regular employee. If such employee cannot be re-classified, the Company shall grant a leave of absence to such an employee who has suffered a revocation of his driver's licence up to sixteen (16) months duration, in writing, with a copy to the Union. Where the driver's license of such employee is revoked, he shall immediately notify the Employer and refrain from operating company vehicles

which require such license. Notwithstanding, where an employee operates a vehicle without a driver's license such infraction shall be just cause for discipline. The employee may only take advantage of this section once while in the employ of the Employer. 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.

- (j) Employees shall be provided with maternity and parental leave in accordance with the Employment Standards Act. Employees must provide the Employer with 30 days notice prior to commencement of leave.
- (k) Employees will be entitled to Provincial Family Care Leave Plan as described in the Employment Standards Act of British Columbia.

## **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 Employer live up to the provisions of this Agreement and to report any infractions 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 violations of this Agreement.
- (c) The Employer shall recognize the Shop Steward 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 seven (7) at Richmond, (2) at Richmond II (in Sales) five (5) at Mayfair including at least two (2) in Mayfair Distribution, one (1) at Chilliwack and one (1) at Sunshine Coast Sales Centre.
- (d) The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.
- (e) The grievor, or the employee being disciplined, shall have the right of choice of which Shop Steward he prefers provided the Shop Steward is immediately available and at the employee's location.

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

- (a) The Employer shall provide and maintain for each employee, free of charge, with the following:
  - (i) To each Sales 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 (1) jacket liner, five (5) pair of trousers or shorts, and one (1) clean shirt for each working day. Sales employees shall include all Drivers (Route, Pre-Mix, Vending, Signs, etc. and all Helpers, except seasonal or other short-term employees).

- (ii) Bottling crews and Production, 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.
  - (iii) All other classes of employees, Washers, etc. shall receive at least two (2) pair of coveralls each week.
  - (iv) The Company will supply jackets for forklift drivers, leather gloves for drivers as old gloves are turned in, and brooms for all trucks.
  - (v) Mechanics shall receive three (3) pair of properly fitted coveralls each week.
- (b) It is understood that the Employer will bear all cost of supplying and cleaning of these articles of clothing and that they shall be its property at all times. It is agreed that all new clothing shall be issued or replaced upon normal use and that employees will return all clothing upon Employer's request for replacement.
- (c) Additionally, the Employer will provide rain jackets to Sales 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 Employer has provided proper safeguards.

- (d) All uniforms and coveralls, etc. shall be serviced. The Company will endeavour to utilize a company having an agreement with the Teamsters Union to service the uniforms.
- (e) The Employer 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) Effective January 1<sup>st</sup>, 2003, the Employer shall provide each permanent employee with an annual safety shoe allowance. The employee may purchase approved safety boots from the supplier of his choice. On presentation to the Employer of the original receipt of purchase, the Employer will reimburse the employee to the maximum safety footwear allowance of one hundred and seventy-five dollars (\$175.00) per year. Any cost in excess of the allowance shall be paid by the employee. To meet the required safety standards, all such footwear must be CSA approved and be compliant with WorkSafeBC regulations. The Employer will inform the employee as to the appropriate footwear.
- (g) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, cotton gloves, rubber boots and aprons.
- (h) The Employer to provide welding gloves and welding aprons for anyone required to do welding; rubber boots for Shippers when required to work outside.
- (i) Any employee working on a truck (Driver or Helper) shall be supplied a hand truck in good working condition.

- (j) If at any time the Company requires or uses Armoured Cars, outside Security or Watchmen services, the Company will endeavour to utilize 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 Employer with said Notice Board. However, the Company shall be given a copy of any such notice prior to posting. All notices must be signed by a Local Steward. Any notice not properly signed will be removed.

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;

## **9. CONFLICTING AGREEMENT**

The Employer agrees not to enter into any agreement or a 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 Employer shall not require any Union member hereunder to cross a legal picket line or to accept any product 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 product 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 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 Employer's operations, except as outlined in (a) above, and the Employer 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 Employer to discipline or discharge employees engaging in, participating in, or encouraging such illegal strike, stoppage or other interruption or curtailment of operations, 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 Employer 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 lease out Company trucks to a third party to evade this contract.
- (c) The Employer 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 Employer executes 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 Employer fails to give notice as herein required, or fails to provide the Union with particulars herein required, the Employer 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 Employer 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 truck for use by the Employer, all reasonable costs, including depreciation, to the said employee in connection therewith while such truck is actually in use on behalf of the Employer, shall be paid by the Employer to the employee in addition to all wages payable hereunder.

## **12. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the Employer, 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.

Any employee, the Union or the Employer 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 his or her rights under the Provincial Labour Statutes. Shop Stewards will be present whenever an employee receives a written reprimand, suspension or discharge. An employee shall have the right to have a Shop Steward present when he receives a verbal reprimand. The Employer may also require the presence of a Steward for the verbal reprimand. The Employer must inform the employee that he has the right to have a shop steward present for meetings surrounding driving infractions.

- (b) The Steps of the Grievance Procedure shall be as follows:

An employee who has a grievance will ordinarily discuss the matter with his/her immediate supervisor and if the matter is not resolved in that discussion, he/she may refer the question to his/her Steward for consideration. However, should the nature of the grievance be such that the employee prefers to refer it to his/her Steward first, then he/she may do so.

Step 1:

If there is a potential violation of the Collective Agreement, the employee will raise the issue with the Shop Steward in his/her department. The Shop Steward will then raise the issue with the Supervisor of the Department. This step will be in a verbal manner and a discussion will take place to try to resolve the issue before it becomes a written grievance.

Issues related to employee scheduling will be considered a priority. The Shop Steward shall first discuss the matter with the Supervisor of the Department giving rise to the grievance. If the matter remains unresolved, a written grievance may be filed and submitted to the Manager of the Department. The Manager will respond in writing to the grievor and the Shop Steward within two (2) working days as to resolution or denial of the grievance.

Step 2:

If the issue is not resolved at Step 1 as outlined above, then the employee and Shop Steward will file a written grievance in sufficient detail to define the issue on a form provided for by the Union to the Manager of the Department. Copies of the grievance will be given to the Manager, grievor and Shop Steward.

In accordance with the provisions in the Collective Agreement, the Manager will respond in writing to the grievor and the Shop Steward within seven (7) working days as to resolution or denial of the grievance.

Step 3:

If the grievance is not resolved at Step 2, the Shop Steward will forward a copy of the grievance to the Union Representative, and the Manager will forward a copy of the grievance to the Sales Centre Manager or Director of Operations (whichever is applicable). The Sales Centre Manager or Director of Operations, if applicable, the grievor and/or the Shop Steward (where possible) and any other management personnel that is required, will meet to resolve the matter. Failing settlement of the dispute at Step 3, the matter shall be taken to Arbitration as set out herein within seven (7) days of the last meeting.

A grievance that does not have the signature of the grievor and the Shop Steward on it will not be accepted by the Company.

The grievance response will be in writing and will include the details of the resolution to the grievance or the reasons why the grievance has been denied. Grievances that are not resolved at Step 2 and beyond of the Grievance process must be advanced by the grievor within seven (7) days of receipt of the position of the other party or the grievance will be deemed to be resolved and abandoned. In all cases, grievances must be resolved/withdrawn or be referred to the arbitration process within sixty (60) days of presentation in Step 2.

The Employer 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 time limit may be extended by written agreement of the parties, such extensions shall not be unreasonably withheld.

- (c) The Employer and the Union will resolve a grievance with a single Arbitrator. The single 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.

If the 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 Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge or suspension had not taken place, or if the Arbitrator finds (or if at an earlier stage of the Grievance Procedure it is found) that an ex-employee should have been re-hired, that ex-employee shall be employed by the Employer and paid all pay which he would have enjoyed if he 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 re-hire and re-hiring, the amount so received shall be deducted from the wages payable by the Employer 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 Employer 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 Company and the Union shall each be responsible for one half ( $\frac{1}{2}$ ) of the expenses of and fees payable to the arbitrator.

- (d) Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, in writing, require the Employer to give to him the reasons for his discharge or suspension, and the Employer will give such reasons to him, 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 Arbitration Board. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

- (e) Records of discipline in an employee's personnel file shall be deleted after one (1) year from the date of occurrence.
- (f) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitrator finds in favour of the Union or any employee, then the Employer 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.
- (g) Notwithstanding the other provisions of this Agreement, if an authorized Agent of the Union claims a violation of this Agreement, he 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.

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

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

When a job vacancy is declared by the Company, the Company shall post a notice within five (5) working days on the Bulletin Board notifying that a permanent vacancy now exists in a particular job, giving details of the job, rates of pay, location where it is anticipated majority of the work will be performed, etc. After the job has been posted the Company may fill it on a temporary basis pending the completion of the job posting procedure. Where an employee leaves a job and the Company does not post the vacancy for reasons of no longer requiring the job, it shall notify the Union first in writing of such decision. Employees desiring such job shall then apply, in writing, within thirty-six (36) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. Such job shall be filled within ten (10) days where practicable but in any event without undue delay. If the move cannot be made within the five (5) day period, the Union will be notified of the reason. Where a temporary or regular employee is filling a job vacancy and it becomes a full time job vacancy, the Employer will post the position as outlined herein. Job postings will be placed on the Bulletin Board in the lunchroom at Richmond, Mayfair and the Bulletin Board of the Cooler Department at Mayfair.

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 or temporary jobs, or vacancies of five (5) working days duration or less.

The Employer shall not reduce the number of permanent employees on each seniority list by the use of seasonal employees.

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

The employee awarded the position shall receive the rate of the new position no later than ten (10) working days of the award, provided the employee is licensed to perform the new work, if the rate of the new position is higher than the previous position.

**(b) Job Bidding Between Seniority 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, he or she will be awarded such job but seniority for future bids and layoff purposes will be deemed to start as of the date of awarding such job. For vacation entitlement purpose, 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 his former seniority list, and regain his original seniority. In such event he will forfeit his seniority on the list vacated. In the event the employee accepts lay-off or demotion he will forfeit his right to revert back to his original seniority.

**(c) Job Bidding By Temporary Employees**

If, on conclusion of the job bidding procedure set out in Article 13 (a) and (b) above there is still an unfilled vacancy in the permanent staff, then temporary employees may apply for such position and, if they meet the requirements of Sections (e), (f) and (g) of this Article, will be reclassified as regular employees. Such employees will be deemed to have been hired as of the date of reclassification. If such an employee has not worked on at least forty (40) days during the preceding six (6) consecutive month period, then he shall be deemed to be a probationary employee until such time as he does complete the required forty (40) days of work. (In the case of existing temporary employees, only days worked following execution of this 1988/90 Agreement will count towards satisfaction of the probationary period.)

**(d) Job Posting and Awarding**

Prior to a successful applicant being awarded a posting, a confirming document will be signed by the Employee and Employer for verification.

1. An Employee who is successful in bidding on a job shall be allowed a trial period of thirty (30) days worked in the new position. In the event that the Employee is disqualified from the job or elects to return to their former job (all within thirty (30) days worked in their new position), they will not be able to bid on the same job for one (1) year, and will not be able to bid on any job for six (6) months. If the Employee is disqualified or elects on their own to return to their former job, he shall be returned to his former position without loss of seniority.
2. Employees off for any reason other than vacation shall check the job posting book and bid on postings the first day back to work. The employee may bid on a job that was posted up to ten (10) working days prior to their return to work and receive it if they can fill the job (without any work restrictions pertaining to the new position) within fifteen (15) working days of its initial award.

3. Employees on vacation when a job is posted shall check the job posting book and bid on postings the first day back at work after their vacation. Should such an employee apply for and receive appointment to the posted position, he may displace the employee previously assigned to such position in his absence.
4. The Company shall retain five (5) books of all job postings and awards at each of the following locations:

Richmond Production  
Richmond 3 Warehouse  
Mayfair - Sales Centre  
Equipment Service Department  
Chilliwack Sales Centre

Such books shall be available for all employees and the Union to inspect.

5. Should an applicant apply for more than one position and is successful in attaining more than one position, the Employee must immediately choose which single position he prefers, and thereby relinquishes any rights to the un-chosen posting(s).
6. In the event an Employee is disqualified for such job or elects, on their own, to return to their former job, the original job posting list shall be used and the next eligible Employee (as provided in Article 13 (e), (f), or (g)), shall be awarded the job.

(e) **Production Department**

The following jobs will be filled by the senior employee applying for them:

1. Greaser
2. Recycling Equipment Operator
3. Filler Operator
4. Plant Worker
5. Machine Operator
6. Premix Filler
7. Checker
8. Lift Truck Operator
9. Shipper/Receiver

The following jobs will be filled by the senior employee who meets the **minimum** qualifications for the job:

1. Quality Control
2. Sales Equipment Serviceman
3. Equipment Maintenance Man
4. Warehouse Tractor Driver
5. Journeyman Auto Maintenance
6. Cooler Delivery
7. Sales Equipment Service Trainee
8. Syrup Maker
9. Journeyman Equipment Maintenance Man
10. Certified Refrigeration Mechanic

11. Equipment Service Shop Person
12. Cooler Sanitizer
13. 1Sales Equipment Shop Coordinator
14. Sales Equipment Fountain Installer
15. Sales Equipment Parts
16. Production Equipment Sanitizer

(f) **Sales Distribution Department**

The following jobs will be filled by the senior employee who meets the **minimum** qualifications for the job.

1. Bulk Delivery Driver
2. Delivery Merchandiser
3. Utility Man
4. Full Service Vending
5. Merchandiser

Minimum qualifications will not be changed during the length of the contract except by mutual consent of the Company and Union.

(g) **Postings - Qualifications**

**Bulk Delivery Driver**

Class 1 with Air  
Safe Driving Record

**Delivery Merchandiser**

Class 1 with Air  
Safe Driving Record

**Full Service Vending**

Class 1 with Air  
Safe Driving Record

**Utility Man**

Class 3 with Air  
Safe Driving Record

**Warehouse Tractor Driver**

Class 1 with Air  
Safe Driving Record

**Cooler - Delivery**

Class 3 with Air  
Safe Driving Record

**NOTE**

All drivers will be required to pass the required driving test with a qualified representative of the Company.

**Equipment Maintenance Man**

Must be willing to obtain a Class 4 Boiler's Certificate within eighteen months of start date.

Must have successfully completed Basic Electricity Courses #1 and #2 (O.L.I.) and either Power 101 or the Pre-apprenticeship Program - Millwright (B.C.I.T.), or instrument mechanic or machinist with B.C.T.Q. trade qualifications.

Must be able to read and interpret blue prints and schematics or be willing to take the first available recognized blue print course.

**Journeyman Auto Mechanic**

A B.C.T.Q. in Mechanics  
A Class 1 with Air

**Quality Control/\*Syrup Maker**

Successfully completed Grade 12 Chemistry or equivalent.  
Mathematical aptitude.

Successful completion of Quality Control course within eighteen (18) months of start date, without exception. Employees who have previously completed a Company sponsored Quality Control course will not be required to repeat, existing Q.A. Department employees as of July 20, 2008 are grandfathered.

\* Forklift certification

**Journeyman Equipment Maintenance Man**

Must hold B.C. Journeyman ticket as Millwright or Electrician; must be willing to obtain a class 4 Boiler's Certificate within eighteen (18) months of start date.

**Certified Refrigeration Technician**

B.C. Trades Qualification Certificate in refrigeration.  
B.C. Certificate in recovery and recycling of an ozone depleting substance.  
B.C. Drivers Licence with a safe driving record.

**Sales Equipment Serviceman**

A valid B.C. Driver's Licence  
Safe Driving Record

Will have successfully completed the Trainee Program outlined in Appendix "D".

**Sales Equipment Service Trainee**

Successfully complete the Service Technician aptitude testing prior to appointment.

**Production Equipment Sanitizer**

5<sup>th</sup> Class Power Engineering Certificate

Persons posting into this position must have a 5<sup>th</sup> Class Power Engineer Certificate or will have twenty- four (24) months to qualify. If they fail to qualify they will return to their previous position and, if a domino effect is created, all other persons return to their previous jobs without recourse to the Grievance Procedure. Until qualified with a 5<sup>th</sup> Class Power Engineering Certificate, the wage rate for the position will be Wage Bracket #4 and, upon the Completion of the Engineering Certificate, the incumbent will be paid at Wage Bracket #5.

**Equipment Service Shop Person**

Qualifications and Training Program as detailed in Appendix "D".

**Sales Equipment Shop Coordinator**

A valid B.C. Driver's License

Safe driving record

Successful completion of the Training Program as detailed in Appendix "D".

**Sales Equipment Fountain Installer**

A valid B.C. Driver's License

Safe driving record

Successfully complete the current aptitude test prior to appointment

**Sales Equipment Parts Person**

A valid B.C. Driver's License

Safe driving record

Successful completion of the Sales Equipment Trainee Program

Computer skills

**Cooler Sanitizer**

A valid B.C. Driver's License

Safe driving record

Mechanical Aptitude

**Merchandiser**

Class 5 with a Safe Driving Record

**Lift Truck Operator and Shipper/Receivers**

Must have an air brake endorsement and must have completed the Company endorsed truck training program, if required to move trucks in the yard.

NOTE: Employees who are currently classified, as at July 20, 2008, as a Delivery Merchandiser or Full-Service Vending Driver and who do not have the required licensing and who are unable to attain such for reasons of a medical disability shall not be required to do so.

- (h) When there is a temporary vacancy in a seniority group and the Employer expects such work to be available for a period in excess of five (5) working days (e.g. as a vacation replacement), the Employer shall, insofar as the requirements and efficiency of operations will permit, make such temporary assignment available to qualified employees in that seniority group, on a seniority basis.
- (i) Where a candidate for a Quality Control/Syrup Maker position is able to show reasonable evidence of an inability to obtain educational documentation to qualify for a job posting, he shall be assigned to the job provided he undertakes to enroll in the first available appropriate Quality Control Training course (Quality Assurance #1) and successfully completes same. If he fails to pass such training course he shall revert to his former position.
- (j) Where an employee posts into a job which requires an upgraded drivers license, he must complete such upgrade within a seventy-five (75) day period from his date of promotion to become eligible to remain in the new job.

#### 14. TECHNOLOGICAL CHANGE, RETRAINING & SEVERANCE

- (a) In the event the Employer proposes the introduction of equipment in its operation requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedures 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 Employer. Cost of such test to be borne by the Employer. Any employee taking such a test is entitled to know the results of such test. The Employer further agrees to notify the Union as soon as its final decision is made as to the introduction of any new equipment or any procedural change prior to its installation. Failure on the part of the Employer to comply with these provisions will automatically give cause for a grievance.
- (b) Notwithstanding the other provisions of this Agreement, wherever the Employer 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, the effect of such alteration or change on the employee affected shall become a matter for negotiation, or failing agreement, for Arbitration under the terms provided elsewhere in this Agreement.
- (c) The Employer 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 of 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 two (2) weeks pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination.

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 six (6) months. However, the employee may choose to retain recall rights in six (6) month periods, thereby delaying the collection of severance pay.
- (f) The Company will pay for the training and upgrading of drivers licences for employees where specifically approved beforehand by the Company subject to the following conditions:
  - 1. The senior employee bidding on the posting will be assisted in getting the appropriate licences as follows:
    - a. On their own time they will immediately take the required course and if they pass the Company will reimburse the course fee up to \$2,500.00. Such reimbursement shall take place after the employee has successfully completed the trial period of the new job.

- b. Should the employee not pass the vision test medical exam or fail the test twice he shall be disqualified.

In addition, for this purpose four (4) relief bulk delivery positions will be deemed to exist. These positions will be posted and filled in accordance with the provisions of Article 13 hereof. The successful applicants shall immediately undertake the training referred to above if the work is immediately available and the successful applicant has the required licensing. Should one or more of these relief positions subsequently become vacant, it will be posted, filled and the applicant trained, as above.

- (g) When the Employer approves, in advance, of an employee attending a job related training course and the employee successfully completes such training course, the Employer shall reimburse the employee for the cost of such course. If it is necessary for the employee to change shift, to attend such a course, the employee may, subject to the approval of the Employer, make such an arrangement with another employee. Such an arrangement shall not be considered a violation of any provision of this Agreement nor result in any additional cost to the Employer.
- (h) If a bargaining unit position is eliminated due to technological change or the permanent discontinuance of some part of the operations, the employee who held such position shall, for the first sixteen (16) months following such change, receive a rate of pay which is not less than the rate of pay he received in the discontinued position.

## **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 (i.e. every second Friday noon), all wages earned by such employee to a day not more than five (5) days prior to the day of payment which shall be directly deposited to the employee's account in his designated bank.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day, 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 the Wednesday prior to the Thursday pay-day. 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.
- (c) In the event of a dispute regarding monies earned or hours worked, employees shall have access to their time cards in question.
- (d) For payroll administrative errors regarding vacation pay and/or basic work week pay, grievance payments, overtime pay and premium pay, which are reported to a Supervisor's attention in time to report the error to payroll will be remitted on following basis:
  - 1. For errors that are reported to payroll by the Thursday pay-day before 8:00 AM, a correction will be remitted to the bank by the end of day Friday (next day); in addition

2. For errors which amount equal to or more than a day's pay and which are reported to payroll by the Thursday pay-day before noon, an additional corrective remittance will be issued on the following Friday (off-cycle payment 8 days later)

In the event that there is a subsequent error made by payroll regarding payments identified under (1) and (2) above, an off-cycle cheque will be processed the following business day (excluding Tuesday).

## 16. ANNUAL VACATIONS

- (a) As of January 1<sup>st</sup>, 2014 the vacation year shall be the calendar year. Every full time employee will qualify for vacation with pay (as described below) annually as of January 1<sup>st</sup> of the vacation year based on the entitlement earned during the previous calendar year.

Full-time employees will not be entitled to vacation in the same calendar year they are hired. Full-time employees with less than one (1) year of service as of January 1<sup>st</sup> shall be entitled to eight (8) hours of vacation time per completed month of service up to a maximum of eighty (80) hours time off. Such employee shall be paid at 4% of his gross earning of the previous calendar year.

- (b) Full-time employee vacation entitlement and % of earnings used for the calculation are based on the following table:

<u>Length of Continuous Service As of January 1<sup>st</sup> of the Vacation Year</u>	<u>Length of Vacation</u>	<u>% of taxable gross earnings payable for vacation</u>
1 but less than 2 years	2 weeks	4%
2 years but less than 7 years	3 weeks	6%
7 years but less than 14 years	4 weeks	8%
14 years but less than 24 years	5 weeks	10%
24 years or more	6 weeks	12%

When vacation is taken, it will be paid in accordance with the table above based on the previous year's taxable gross earnings.

A week shall mean a period of seven (7) consecutive days, including Saturdays, Sundays, and holidays falling within the period of vacation commencing on the employees first day of their last regularly scheduled work week.

Vacation pay/time will accrue when an employee is on Short-Term Disability (STD). Vacation pay/time will not accrue for any other unpaid leaves. In the event an employee goes on Long-Term Disability (LTD), all outstanding vacation pay owing to an employee will be paid out. Neither vacation time nor vacation pay will accrue while on LTD.

For a maximum of three years, an employee who is in receipt of board approved Workers Compensation payments will be entitled to earn on, a pro-rated basis,

vacation pay calculated as forty (40) hours per week of vacation (per the length of vacation owed above) multiplied by his/her basic hourly rate.

- (c) Vacation pay for Temporary and Seasonal employees shall be paid 4% of his/her earnings on a bi-weekly basis in accordance with the British Columbia Employment Standards Act.

- (d) **Yearly Vacation Posting Process**

No later than October 1<sup>st</sup> of each year, the Employer shall post a vacation list/calendar and department guidelines on the bulletin board in each department for the upcoming calendar year. Such vacation list/calendar shall contain, in order of seniority, the employee's name and vacation entitlement, along with the observed statutory holidays for the upcoming year and the permitted # of employees allowed off as per clause 16 (i). The department guidelines will outline when the vacation selection process will take place for each employee, during their designated shift. Employees absent during this process will have the right to submit their selection over the phone, or in written form. A shop steward shall be present during this absentee process.

The selection process based on department guidelines will take place from October 15<sup>th</sup> to December 1<sup>st</sup> of each year.

Employees will be provided an opportunity to select full weeks of vacation by seniority. The most senior employee shall post their vacation dates first and the next senior employee will follow the same procedure until all the employees have made their selection.

Once an employee's vacation request is granted, the Company shall immediately confirm the time off in writing.

If a senior employee does not select their vacation 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.

Employees who have not scheduled vacation time by December 1<sup>st</sup> may have the remainder of their vacation time, excluding forty (40) hours which can be used during the vacation year as single days vacation as per clause 16 (e), scheduled for them by the Company. The finalized vacation schedule will be posted on the bulletin board in the appropriate work areas no later than December 15<sup>th</sup>.

After December 15<sup>th</sup>, employees will be permitted to change their vacation time subject to requirements and approval of the Company, however vacations will not be altered unless by mutual consent.

- e) **Employee Requested Vacations During Posting Process**

If seniority allows:

- An employee's vacation entitlement 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.
  - One time every five (5) years the Company will grant employees who have five (5) weeks vacation entitlement the right to an unbroken five (5) week vacation in the summer, provided the employee is going out of the country.
  - Employees may elect to break up one (1) week of their vacation time and take it as individual days of vacation. Single day vacations may be taken throughout the vacation year and may be booked after December 15<sup>th</sup> on a first-come first-serve basis as by mutual agreement between the employee and the Company. In the event that multiple employees ask for the same single day vacation on the same day, the request of the senior employee will be granted before the request of a more junior employee.
- (f) Annually, prior to March 1<sup>st</sup>, a vacation pay adjustment calculation shall be completed and paid out if money is owed to an employee for the prior calendar vacation year. The adjustment will be equal to their percentage of taxable gross earnings payable for vacation for the previous calendar year less any vacation pay that has been paid for that calendar year. Any vacation overpayments will be recovered in the same manner.

There shall be no carry-over of vacation.

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

- (g) In keeping with the Employer's vacation policy, employees who complete twenty-five (25) years of service shall receive two (2) weeks in addition to their normal vacation entitlement. Each fifth (5<sup>th</sup>) year thereafter, an employee shall receive an additional two (2) weeks vacation in addition to their normal vacation entitlement.

Current employees who, as at December 31<sup>st</sup>, 1999, have already received a bonus vacation related to twenty-five (25) years of service with the Company shall continue to receive the bonus vacation awarded at five (5) year increments thereafter. Employees who have not received any benefit under this provision on or prior to December 31<sup>st</sup>, 1999 shall not be eligible for such benefit in the future.

- (h) Prior to leaving for a scheduled vacation, the Company may notify the employee of their shift, days of the week and start time(s) for their first week back to work after vacation. If the Company does not notify the employee of his or her scheduled week prior to leaving on vacation, the Company will attempt to contact the employee via a personal or electronic message. Where the employee has been unable to receive such message then it shall be his responsibility to contact the Company. No penalty shall be paid to the employee who reports back to work at the wrong shift, day or start time.

An employee who is on vacation shall not be recalled to work.

With approval from the Company, where a layoff occurs, senior employees may volunteer to take vacation to avoid junior employees from being laid off.

- (i) By October 1<sup>st</sup> of each year (as per Article 16 (d)), the Company will post the headcount in each department on the vacation list/calendar that the vacation minimum percentages below will apply to.

The Company agrees that the following percentages of employees shall be permitted to schedule their vacation at the same time for the following groups:

<b>Chilliwack</b>	<b>Minimum % Permitted Off</b>
Merchandising/Utility Man	15%
Delivery	15%
Cooler Services	15%

<b>Mayfair</b>	<b>Minimum % Permitted Off</b>
Merchandising/Utility Man	15%
Warehousing	15%
Equipment Service Shop Person, Certified Refrigeration Technician, Parts Clerk, Cooler Sanitizer, Sales Equipment Shop Coordinator, Sales Equipment Parts Person	15%
Cooler Delivery	15%
Sales Equipment Fountain Installer	15%
Sales Equipment Serviceman and Trainee	15%
Fleet/Garage	15%
Delivery Merchandiser	15%
Bulk Delivery Driver and Relief Bulk Delivery Driver	15%
Full Service Vending and Relief Full Service Vending	15%

<b>Richmond</b>	<b>Minimum % Permitted Off</b>
Warehousing	15%
I.P.T. Drivers	15%
Sanitizers	15%
QC Department (No more than one Syrup maker at a time)	15%
Production (subject to skill set and business needs)	15%
Maintenance	10%
Bulk Delivery Driver and Relief Bulk Delivery Driver	15%
Delivery Merchandiser	15%

<b>Sunshine Coast</b>	<b>Minimum % Permitted Off</b>
Merchandising, Delivery	15%

For clarification purposes, after the appropriate percentage is applied, any partial headcount will be rounded up to the nearest whole person.

- (j) In the event of a full allotment of holidays during the two (2) weeks that bridge Christmas and New Years and an employee declines his scheduled time, the Company must post those weeks for a period of three (3) working days and offer them to employees in order of seniority.
- (k) When a holiday occurs during an employee's vacation period, the holiday shall be scheduled/paid as per Article 17 (c).
- (l) Employees who transfer to a Bargaining Unit role within the Lower Mainland from any other Coca-Cola Refreshment Canada Ltd. branch will maintain their length of continuous service for the purpose of vacation time with pay.
- (m) Employees shall have the option of deferring their entire vacation entitlement to dates outside the May 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 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 May 1<sup>st</sup> to September 30<sup>th</sup> period. Payment for the additional days shall be at an employee's rate of pay at the time of taking such days and not on a percentage basis.

This additional week must be taken prior to December 31<sup>st</sup> of the following year. If this week is not taken they will be paid out by the first pay period the following March 1<sup>st</sup> and will not be carried over.

- (n) Where the Company is required to schedule an employee's vacation, on his/her behalf, it shall do so outside of the period May 1<sup>st</sup> to September 30<sup>th</sup> if such timeslots remain available. Where such timeslots are not available, then the unscheduled vacation shall be scheduled on the employees behalf during the aforementioned period and, such scheduling shall not adversely impact that employees entitlement to the additional vacation, as provided at Article 16(m) above.

**17. GENERAL HOLIDAYS**

- (a) It is agreed that all full-time 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.

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Floater - 3	Thanksgiving Day	Boxing Day
Victoria Day	B.C. Day	

Employees must take the Floating Holidays within the calendar year they occur. Floating Holidays cannot be accumulated and carried forward for use in future years. The date of observance of a Floating Holiday shall be arranged through mutual agreement between the employee and Management and must be requested by the employee not later than ten (10) days prior to the desired date. Preference shall be given to employees according to when they notified the Company of their desired date of observing a Floater. The Company shall respond to the employee's date request within twenty-four (24) hours of the request. The Company shall post by October 1<sup>st</sup> of the preceding year which days shall be observed as the holiday and such dates shall not change unless mutually agreed upon by the Union and the Company.

Employees who are hired before May 1<sup>st</sup> in each year of this agreement shall only be entitled to two (2) floater days during that calendar year. Employees who are hired on or after May 1<sup>st</sup> but before September 1<sup>st</sup> in each year of this agreement shall only be entitled to one (1) floater day during that calendar year. Employees who are hired on or after September 1<sup>st</sup> in each year of this agreement shall not be entitled to floater days during that calendar year.

Temporary/Seasonal employees shall receive general holidays consistent with the provincial employment standards legislation.

- (b) The Employer 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) An employee shall be paid for each General Holiday even if it falls on his weekly days off (Saturday or Sunday). The employee shall be given an extra day off, without pay, in conjunction with the holiday weekend. If it falls on his annual vacation, Jury Duty or Bereavement Leave, the employee shall receive the General Holiday pay (at straight time rates) and will be given the option of taking a

day off without pay at a time mutually agreed to between the Company and the employee; such day off can only be used within four (4) months.

- (d) 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 more than two (2) hours, shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked on the General Holiday, but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) 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. If employees are compelled to work on a long weekend, the employee shall receive a day off without pay, if he so chooses, in conjunction with his regular days off the week before or the week after the long weekend.
- (e) It is agreed that the General Holidays shall take place when specified as a legal Holiday by the Federal or B.C. Provincial Government.
- (f) 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 the benefits of this Section in respect to any one 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 (g) below.
- (g) 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. Employees may be required at their cost to provide a written doctor's note.

In the case of absence due to injury or illness on 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 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.

- (h) Employees who work during the week in which a General Holiday falls will be paid holiday pay at the highest rate for which they worked that week, provided it was at least 50% of the time.

## **18. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged by the Employer (or quits), he shall be paid in full for all monies owing to him by the Employer on the next full pay cycle following the date of his discharge.
- (b) Records of Employment shall be automatically supplied to Service Canada for all employees who are on layoff in accordance with Service Canada requirements.

## 19. SENIORITY

- (a) There shall be two (2) seniority lists; one (1) for the entire Plant Staff and one (1) for the Sales Staff including Merchandisers. Seniority shall be credited from the original starting date with T.C.C. Bottling Ltd. or with its immediate predecessors.
- (b) The Employer shall immediately, and every six (6) months thereafter, supply the Union with a Seniority list setting out the name, classification and date of employment 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 temporary, probationary and seasonal employees will be laid off first before any regular employee is so affected.

If any 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's classified rate of pay, and overtime if involved.

- (d) **Probationary Period**

A probationary period of sixty-five (65) accumulative days worked shall apply in the case of new employees before seniority commences. The sixty-five (65) days worked must be completed during a period of six (6) consecutive months.

After completion of the probationary period, regular full time employees shall be entitled to the rank of seniority as of the date of last hire the employee entered the employment of the Employer.

- (e) Seniority shall be lost if an employee:
  - (i) Voluntarily leaves the employ of the Employer; or
  - (ii) Is discharged for 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 with a Steward present or by 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 with a Steward present or by registered letter; or
  - (iv) If absent without leave for two (2) working days without a legitimate reason; or
  - (v) A layoff exceeding eighteen (18) months.
- (f) If the Employer lays off or discharges the Shop Steward, the Union shall be advised prior to such layoff or discharge.

- (g) Employees hired the same day shall have their seniority order determined by accumulated hours worked; if that is the same, "first shift" start time; if that is the same, then alphabetical order of the last name shall be the determining factor.

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

- (a) Each 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 (½) hour off for lunch which will be unpaid, unless the failure of the Employer to supply work is beyond the Employer's control. Employees who have completed their probationary period who are laid off shall receive twenty-four (24) hours notice of layoff or eight (8) hours' pay in lieu thereof.

All premiums are to be paid at the rate stated throughout the collective agreement. When on overtime, if a premium is applicable, it will not be paid out at an overtime adjusted rate (ex, a \$0.50/hr premium that is applicable during overtime will be paid out at \$0.50/hr, it will not be paid out at overtime rates.)

Work weeks 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. A merchandising only shift may be arranged on a Wednesday to Sunday basis and such shift shall include not more than five (5) employees.

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. 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. These premiums apply to overtime resulting in a continuation of shift, they do not apply to off-day overtime.

For purposes of clarification, "Seasonal Employees", as provided in Article 1(e), may be assigned work, during the seasonal period, on a Monday to Friday, Tuesday to Saturday or Wednesday to Sunday basis, the latter for merchandising work only.

- (b) No more than five (5) current employees may be scheduled on a Wednesday to Sunday merchandising shift. However, for those employees who begin employment after the date of ratification (June 5, 2005) or any existing employee that elects so may have their merchandising work week scheduled on a Wednesday to Sunday basis.
- (c) Any hours worked in excess of eight (8) Monday to Friday, Tuesday to Saturday, and Wednesday to Sunday as defined in Section (a) above, in any one (1) day shall be at the rate of time and one-half (1.5 x) for the first two (2) hours and double time (2x) thereafter, except as set out below.
- (d) The first four (4) hours worked on the sixth (6<sup>th</sup>) day, Saturday, shall be paid at the rate of time and one-half (1.5 x) with a minimum of four (4) hours guarantee, the subsequent hours paid at the rate of double time and all hours worked on the seventh (7<sup>th</sup>) day, Sunday, shall be paid at the rate of double time (2x) 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. In the case of Wednesday to Sunday, Monday and Tuesday will replace Saturday and Sunday.

- (e) Any employee called in to 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 (2x).
- (f) 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.
- (g) All overtime shall be broken down into five (5) minute units, based on one-twelfth (1/12<sup>th</sup>) of the applicable hourly rate, times the appropriate overtime rate.
- (h) 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.

In the Sales Department if off-day overtime is required, the opportunity for such overtime will be awarded on a seniority basis provided that the employee is qualified to perform such duties.

- (i) The Employer agrees that if it becomes necessary to work "off-day" overtime, the opportunity for such overtime will be given on a seniority basis, by department, by location (Richmond/Mayfair), except as detailed in Letter of Understanding #1.
- (j) 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, reconcile loads, or add recap sheets, the foregoing does not prohibit management from verifying or adjusting the work done.
- (k) In order that an accurate record of hours worked are kept, the Employer 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 requests such form the Company, he shall be supplied with a record of his overtime hours worked. In order to minimize payroll errors, the Company agrees to update time records on a daily basis, except in cases of emergency where supervisors are not available to complete them. Except that employees will not be paid for time prior to or after completion of their normal shift except when overtime is authorized. Management will inform an affected employee within 24 hours of alteration to an employee's daily record if 60 minutes or greater.
- (l) 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 Employer time. A seventy-five cent (\$0.75) premium will be paid for each hour paid for on the second shift. This premium does apply to overtime resulting in a continuation of shift and off-day overtime.
- (m) 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 Employer time. An eighty-five cent (\$0.85) premium will be paid for each hour paid for on the third shift. This premium does apply to overtime resulting in a continuation of shift and off-day overtime.

Any shift which commences from 6:00 a.m. but not later than 10:00 a.m. shall be considered a day shift. A shift commencing after 10:00 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 6:00 a.m. shall be considered a third or graveyard shift.

In Sales Departments with fixed shifts, shifts as provided above, shall be selected on a seniority basis by employees.

Where a shift may contain multiple start times, such times will be assigned by the Company on a non-discriminatory basis.

- (n) 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, he shall be paid at overtime rates of double time for the entire shift that he is called in to work before he has received his full ten (10) hour break. No employee shall be permitted to resume work on his own accord until ten (10) full hours have elapsed, except employees who have worked overtime may resume work after eight (8) full hours have lapsed.
- (o) The Employer shall give to each employee whose shift is to be changed a minimum of forty-eight (48) hours advance notice prior to such shift change becoming applicable.

Such shift changes shall be limited to one (1) per week for regular full-time employees. Should additional shift changes be required, these shall be worked on a voluntary basis.

- (p) Where shift work is in operation, it is agreed that all employees in such job classifications, within each department involved shall be rotated on each of the shifts every two (2) week period, providing that they do not volunteer to remain on the graveyard or afternoon shift. The foregoing shall not apply in instances of an employee who has bumped a junior employee to avoid being laid off. (See Letter of Understanding #1 - Item 6 attached).
- (q) Employees may, for what they consider to be a legitimate reason, refuse to work overtime, however, if insufficient volunteers are available, the junior employees in those classifications which are required for work, must work such overtime, but will not be required to work more than eight (8) hours overtime during the normal work week (excluding Saturdays). Once an employee has worked at least eight (8) hours of overtime work during the normal work week, any overtime work required on an employee's off day will be voluntary and at that employee's option. Where an employee has not worked all of the eight hours of overtime work in his regular work week, he may be scheduled for an additional shift or overtime work on his off day. In the event overtime is scheduled after the last break in a shift, the employees working the overtime shall have an opportunity to make a phone call to rearrange their personal schedule if requested.

There shall be twenty-four (24) hours advance notice for Saturday work.

- (r) An employee who is required to be on call shall receive fifty dollars (\$50.00) per seven (7) day week and sixty-five dollars (\$65.00) for a week including a Holiday weekend in addition to his regular rate which shall not be used in overtime calculations.

- (s) Shift schedules for the following week will be posted on Thursday by twelve (12) noon.
- (t) 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. Time off for General Holidays, vacations, floaters, lieu day, Workers' Compensation, Weekly Indemnity, Jury Duty and Bereavement Leave to be counted as time worked towards qualification for overtime premium pay. 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.
- (u) The Employer may schedule employees to a four (4) day week, each day to consist of ten (10) hours. In such event, daily overtime premiums will apply after ten (10) hours worked, rather than after eight (8) hours worked. For purposes of interpretation or other sections of this Agreement, such an employee's "day" will consist of ten (10) hours and "a day's pay" shall consist of ten (10) hours at his regular straight time rate, rather than the customary eight (8) hours.
- (v) The Employer shall schedule routes, excluding Bulk deliveries, so that the last shift in any day is completed by 12:00 midnight.

## **21. LUNCH AND REST PERIODS**

- (a) No employee shall be worked longer than five (5) hours during his regular shift without a minimum one 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 earlier than one and one-half ( $1\frac{1}{2}$ ) hours from the commencement of each half of an employee's work shift.

Employees who are working away from the Plant may have their breaks one (1) hour from the commencement of each half of the employee's work shift. Notwithstanding, such employees who are Distribution employees shall be required to be in their area of delivery prior to the taking of their first break.

Production and Shipping Department 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 (10) minute paid break.

- (c) When it becomes necessary to work overtime of more than two (2) working hours beyond his regular shift, the Employer 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 ten dollars (\$10.00).

Employees that are working away from the plant who anticipate working more than two (2) hours overtime may decide to forego their meal break and meal allowance and instead receive payment for all hours worked. The employee must call his supervisor and inform him of the decision before completing the shift.

- (d) When an employee is required by the Employer to work through or part of the regularly established breaks, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to take a break with no loss of pay. The employees regularly scheduled starting and quitting times shall not be altered by the application of this provision.

Employees who are scheduled to work on ten (10) hour shifts (other than an overtime shift) shall be provided with an additional ten (10) minute paid break.

## **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. The employee shall be required to provide to the Employer a Doctor's note prior to his returning to his shift and shall provide the Employer with sufficient notice of the return to work so that there are no duplication or penalty payments required by the Employer to the employee who was replacing the injured employee. Upon returning to work for light duties or a return to work program, the employee will be informed of his right to have the supervisor, shop steward and the affected employee review the potential duties.
- (b) If after that time it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer 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.
- (c) When an injured employee is suitable for light duties, the Employer shall endeavour to have those light duties occur at the location where the employee traditionally works.

## **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 Employer, 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 Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that 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 Employer in accordance with the British Columbia Factories Act and the regulations to said Act. Employees will cooperate by observing the simple rules of cleanliness.
- (b) Clothes closets or lockers for the protection of employees' clothes and personal belongings will also be provided.

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

During the life of this Agreement, no work will be sub-contracted out which the Employer's facilities and equipment can handle, which would result in the layoff or termination of any employee in the bargaining unit.

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

- (a) The Employer 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 Employer must report same to the First-Aid Attendant and his Supervisor immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid Attendant.

- (b) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to his or her superior about the matter. If the situation is not corrected in a reasonable period of time the matter shall be referred to the Safety Committee for determination and may be cause for a grievance to be filed by a member of the safety committee only.

- (c) **First-Aid**

In the event of an employee becoming ill during his shift, the employee shall report directly to his Foreman 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 Foreman 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 recurring illness, the employee shall furnish a medical letter to that effect, and such letter shall be kept on file.

- (e) There shall be two (2) employees in the bargaining unit designated as First-Aid attendants at Richmond. There shall be two (2) First-Aid attendants at Mayfair. There shall be one (1) First-Aid Attendant at Chilliwack.

First-Aid Attendants to receive for all hours worked:

55¢ per hour for a W.C.B. rated level I Certificate  
\$1.00 per hour for a W.C.B. rated level II or III Certificate

These premiums apply to overtime resulting in a continuation of shift and off-day overtime.

If the Employer requests any employee to take a First-Aid course, the Employer 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 premiums or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

In order to meet compliance, a qualified First-Aid Attendant who is assigned to a shift shall be required to also perform other duties during that shift, regardless of his seniority status.

- (f) The Employer 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. The Joint Safety Committee shall meet a minimum of once per month. A list of Safety Committee members will be posted on the appropriate Notice Boards and be updated as the need arises.
- (g) The Employer agrees that there shall be a minimum number of two (2) persons in the Plant at all times, and for safety reasons, when working alone will be given the option to carry a communication device except where required as a result of working alone procedures.
- (h) No employee other than a qualified Maintenance Man or Mechanic shall make repairs on any machine or equipment, or install new equipment.
- (i) A screen will be installed in each vending repair vehicle.

**28. BONDING**

If at any time, the Employer requires an employee hereunder to be bonded, it is agreed that the Employer 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 Employer.

## **29. MANAGEMENT RIGHTS**

The Union acknowledges that it is the exclusive right of the Employer 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 Employer 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 Employer's operations.
- (d) Provided however, that the Employer 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) Effective January 1, 2012, 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 (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 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.
- (b) The Company will pay the B.C. Medical Plan (Medical Services Plan) premium covering full-time employees and their eligible dependents.
- (c) For employees who commenced receiving Long Term Disability benefits prior to January 1<sup>st</sup>, 2003, benefits shall continue to be capped to one-thousand four hundred dollars (\$1,400.00) or seventy-five (75%) of monthly salary. Health and dental benefits for such employees will not be restarted by the change to Benefits Plus until the employee returns to work.

For employees who commence receiving Long Term Disability benefits between January 1<sup>st</sup>, 2003 and December 31<sup>st</sup>, 2011 (prior to the conversion on January 1<sup>st</sup>, 2012 to the new health and dental plan, currently "Benefits Plus"), health and dental benefits for such employees will not be impacted by the change. Prior to the January 1<sup>st</sup>, 2012 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 (1) year.

- (d) Sick Pay Plan: The Employer agrees to establish a Sick Pay Plan along the following lines: Employees who have completed their probationary period shall commence to accrue sick pay based on one-half (½) day regular rate of pay per month to a maximum of six (6) days per year. As of December 31<sup>st</sup> any unused sick days over six (6) remaining will be paid out to the employee no later than the first pay period the following March 1<sup>st</sup> and the balance will continue to accumulate. If an employee is terminated for any reason or resigns he 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 Unemployment Insurance Act, the Employer shall retain in full any "Premium Reduction" which is or may become available from the Unemployment Insurance Commission upon their acceptance of the Employer'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**

Any new employees hired by the Company into a Merchandiser or Utility Men classification after the date of ratification (June 5, 2005) may be required to use their own vehicle. Employees using their personal vehicle for Company business will be reimbursed in accordance with the Company Policy on Mileage Reimbursement.

The Company will determine whether or not an employee will start their day from home or from a Company facility. In either case, the employee will be eligible for reimbursement for all kilometers incurred from their start location to their designated end of day home or Company facility.

### **33. MEDICAL EXAMINATIONS**

- (a) Any medical examination requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer 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 Employer, the following conditions shall apply:

1. 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.
2. If the medical examination is taken after working hours or on Saturdays, the employee shall be paid three (3) hours' pay at straight time rates of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
1. The Employer 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.
  2. Where there is no agreement between the Employer 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 equally by the Employer and the Union.
  5. 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 Employer required medical examinations, the Employer 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 Classification licenses, is required by any agency, insurance or whatsoever, to take a medical examination to verify his right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 or to obtain an Air Ticket, the Employer 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 Employer and the employee 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 Employer agrees to the following:

- (a) The Employer 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 Employer 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 Employer 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 drivers 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. If a driver is required to adjust air brakes on a vehicle, then he shall be provided with the tool to do so.
- (e) It is mutually agreed that a form shall be supplied 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 Employer 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 Employer'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 Employer 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 Employer 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.
- (g) If a driver is charged improperly for a violation of traffic laws while working, and is found not guilty in Court, the Employer shall pay that employee's loss of wages. However, if the employee is found guilty, he 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 his truck or vehicle, except with authorization of the Company, or in the event of a bona fide emergency.

### **35. CLASSIFICATIONS 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 Employer, 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 Employer's convenience, for a period in excess of four (4) 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 may be reduced below his 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. For the purpose of overtime if an employee accepts a job other than his permanent one on a voluntary basis, he will be paid the rate of the job he chooses.
- (f) Each employee hired under a specific classification shall immediately be paid the rate for that classification and no employee shall be paid less than the classification rate of pay set out in this Agreement, except as provided herein at Appendix "A" regarding the probationary rate of pay.

### **36. PENSION PLAN**

The standard Coca-Cola Refreshments Defined Benefit Contributory Pension Plan for qualified hourly employees of the bargaining unit will be implemented, effective April 4<sup>th</sup>, 1996. Eligible employees will be able to participate effective April 4<sup>th</sup>, 1996, however must make their election to do so within thirty (30) days of the ratification date of this Agreement. Eligible employees not electing within thirty (30) days of ratification will be eligible to join the plan on the 1<sup>st</sup> day of the month following their date of election.

Full-time employees in the bargaining unit who retire with the Company's pension plan are entitled (subject to eligibility requirements) to participate in the Company's prevailing health and welfare plan for retirees at the time of retirement. The current prevailing health and welfare plan for retirees is HealthPlus. The Company reserves its right to amend, modify or alter these plan(s) in the future at its discretion. The retiree health and welfare plans are not incorporated into the collective agreement and will not be the subject matter of arbitration.

### **37. GENDER**

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

### **38. TOOLS**

- (a) Journeyman Automotive Mechanics and Journeyman Maintenance Man shall supply and maintain their own tool kit and shall receive a tool allowance which shall be paid annually, commencing with a payment due in April 1989. The amount of such payment shall be \$30.00 for each month classified as a Journeyman Automotive Mechanic and/or Journeyman Maintenance Man during the preceding contract year.

Other than as provided in (a) above, tools and equipment required by employees to properly perform the function of their job shall be furnished by the Employer and shall be its property at all times.

The Company provides notice that the above Tool Allowance is a taxable benefit, as determined by the Canadian Customs and Revenue Agency.

### **39. MONEY DEPOSIT**

When drivers check their cash into the drop safe, the Employer shall see that there is a Supervisor or other employee there to sign that each driver has deposited his cash in the safe.

A locked compartment shall be installed in trucks.

A Supervisor shall also be present to assist in cashing in drivers up until ninety percent (90%) of the drivers have cashed in.

### **40. BANKING OF OVERTIME**

- (a) All regular hourly paid employees may make arrangements with the Employer 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 Employer's discretion, consistent with the efficient operations of the business during the period September 1<sup>st</sup> through April 30<sup>th</sup>. 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 April 30<sup>th</sup>.
- (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 Employer, all banked hours shall be paid out in total.
- (d) The Employer 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 1.5 times	-	1.5 hours banked
1 hour at double time	-	2 hours banked
- (f) The Employer will pay out all unused banked hours on April 30<sup>th</sup> and these hours will be paid out at the same rate as banked.

### **41. EMPLOYEE SAVINGS AND INVESTMENT PLAN (ESIP)**

Participation in this Plan will be made available to all eligible employees (subject to eligibility requirements). The Company reserves its right to amend, modify or alter this plan in the future at its discretion. The plan is not incorporated into the collective agreement and will not be the subject matter of arbitration.

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 VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.



Two handwritten signatures in black ink, one above the other, positioned above two solid horizontal lines. The top signature is more stylized, while the bottom one is more legible.

## APPENDIX "A"

### WAGE SCHEDULES

Lump sum \$600 for full-time regular employees who are employed on April 4, 2012 (except those who are on LTD) paid first pay following April 4, 2012.

#### CLASSIFICATIONS - SALES

	EFF. APR 4/11	EFF. APR 4/12	EFF. APR 4/13	EFF. APR 4/14	EFF. APR. 4/15	EFF. APR 4/16
Bulk Delivery Driver	\$ 30.27	\$ 30.27	\$ 30.72	\$ 31.34	\$ 31.97	\$ 32.76
Delivery Merchandiser	30.00	30.00	30.45	31.06	31.68	32.47
Full Service Vending	30.00	30.00	30.45	31.06	31.68	32.47
Utility Men	28.25	28.25	28.67	29.25	29.83	30.58
Merchandiser	19.81	19.81	20.11	20.51	20.92	21.44

#### SEASONAL AND TEMPORARY RATE

##### CLASSIFICATIONS

	EFF. APR 4/11	EFF. APR 4/12	EFF. APR 4/13	EFF. APR 4/14	EFF. APR 4/15	EFF. APR 4/16
Delivery Merchandiser	\$ 20.52	\$ 20.52	\$ 20.52	\$ 20.93	\$ 21.35	\$ 21.88
Merchandiser	19.15	19.15	19.15	19.53	19.92	20.42

#### PROBATIONARY RATE

Hourly Paid - \$1.50 per hour less than established rate for the job. Week following completion of probationary period (65 days worked) shall be at full rate.

#### NOTE:

An employee performing a job which requires a #1 Air Ticket will be paid at the classification level of a Bulk Delivery Driver for the hours he actually performs such duties.

#### BREAKAGE, LEAKERS AND CHIP NECKS

1. Excluding any of the above caused by negligence on the part of the hourly paid driver he 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 he has 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.

2. Orders, excepting House Sales, will be delivered by an hourly paid driver or driver merchandiser.

## **RECORDS**

1. Each Sales Distribution employee shall, subject to the control of the Employer, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Employer insofar as the same comes under his jurisdiction and shall serve the Employer diligently and to the best of his ability in all respects, and account for all monies collected on behalf of the Employer on a daily basis. If an investigation of a cash status difference cannot be quickly resolved the Employer will allow the difference to be adjusted the following day.
2. Each Sales Distribution employee will sign and verify his load out each morning prior to leaving the Plant or Warehouse, and sign and verify in each evening upon completion of his route.
3. Each Sales Distribution employee shall aggressively promote, advertise and merchandise all products of the Employer diligently and according to the best of his ability in all respects.
4. Credit on the routes and the rules and regulations thereof are the sole responsibility of the Employer as the Employer is the sole person who can control and regulate the credit through his employees. The Employer shall notify the Sales Distribution employees of all credit restrictions. The Employer 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 Employer. Any variations to the above must be authorized by the Sales Distribution employee's direct Supervisor or Management.
5. Sales Distribution employees will be responsible for all third party cheques, and will not accept cheques from customers designated by the Employer as not acceptable for paying by cheque. The Employer will post a listing indicating such non-acceptable payees, and will be required to keep the listing current.

## **LAYOVER AND SUBSISTENCE**

Any driver required to layover from his home terminal shall be compensated. Lodgings during the layover will be paid by the Employer, and such employee shall receive seventy-five dollars (\$75.00) meal allowance which amount shall be refundable by receipts on a separate cheque in accordance with the Company's Travel Policy. A copy of this Policy shall be made available to all employees who use this provision.

The employees shall in addition to the foregoing be permitted to expense with receipts one long distance phone call to a maximum of five dollars per day to check on their families.

## **RELIEF BULK DELIVERY**

Employees posted into the position of Relief Bulk Delivery Driver shall, based on seniority, automatically fill vacancies of the classification of Bulk Delivery Driver.

## FULL SERVICE VENDING

The Union acknowledges that the Company may provide a quarterly incentive for all regularly assigned Full Service Vending Route Drivers. The incentive amount shall be determined by the Company and communicated to the Full Service Route Drivers on an annual basis.

Employees may elect on an individual voluntary basis not to participate in the above incentive and such employees will not be disciplined by the Company for such non-participation.

Full Service Vending routes shall continue to be allocated as per the present practice of the Company.

## RATES PER HOUR - INSIDE CLASSIFICATIONS

WAGE BRACKET	JOB CLASSIFICATION	EFF. APR 4/11	EFF. APR 4/12	EFF. APR 4/13	EFF. APR 4/14	EFF. APR 4/15	EFF. APR 4/16
1	Plant Worker	\$ 27.33	\$ 27.33	\$ 27.74	\$ 28.29	\$ 28.86	\$ 29.58
2	Lift Truck Op. Shipping	28.41	28.41	28.84	29.41	30.00	30.75
	Lift Truck Op. Production	28.41	28.41	28.84	29.41	30.00	30.75
	Machine Op.	28.41	28.41	28.84	29.41	30.00	30.75
	Recycling Equip. Operator	28.41	28.41	28.84	29.41	30.00	30.75
	Cooler Delivery	28.41	28.41	28.84	29.41	30.00	30.75
3	Premix Filler	28.64	28.64	29.07	29.65	30.24	31.00
	Cooler Sanitizer	28.64	28.64	29.07	29.65	30.24	31.00
4	Checker	28.85	28.85	29.28	29.87	30.47	31.23
	Filler Operator	28.85	28.85	29.28	29.87	30.47	31.23
	Production Equip. Sanitizer	28.85	28.85	29.28	29.87	30.47	31.23
	Equip. Service Shop Person	28.85	28.85	29.28	29.87	30.47	31.23
5	Receiver/Shipper	29.14	29.14	29.58	30.17	30.77	31.54
	Service Equip. Service Trainee	29.14	29.14	29.58	30.17	30.77	31.54
	*Sales Equip. Fountain Installer	29.14	29.14	29.58	30.17	30.77	31.54

(\*Wage rate applicable only to employees entering classification after the date of ratification [June 5, 2005])

WAGE BRACKET	JOB CLASSIFICATION	EFF. APR 4/11	EFF. APR 4/12	EFF. APR 4/13	EFF. APR 4/14	EFF. APR 4/15	EFF. APR 4/16
6	Quality Control	\$ 29.65	\$ 29.65	\$ 30.09	\$ 30.70	\$ 31.31	\$ 32.09
	Syrup Maker	29.65	29.65	30.09	30.70	31.31	32.09
7	Sales Equip. Serviceman	29.91	29.91	30.36	30.97	31.59	32.37
	Sales Equip. Shop Coordinator	29.91	29.91	30.36	30.97	31.59	32.37
	Sales Equip. Parts Person	29.91	29.91	30.36	30.97	31.59	32.37
8	Equipment Maintenance Man	31.47	31.47	31.94	32.58	33.23	34.06
	Sales Equip. Fountain Installer	31.47	31.47	31.94	32.58	33.23	34.06
9	Warehouse Tractor Driver	30.27	30.27	30.72	31.34	31.97	32.76
10	*Journeyman Auto Mechanic	33.48	33.48	33.98	34.66	35.36	36.24
	Journeyman Equipment Maintenance Man	33.48	33.48	33.98	34.66	35.36	36.24
	Journeyman Refrigeration Technician	33.48	33.48	33.98	34.66	35.36	36.24

SEASONAL & TEMPORARY RATE	EFF. APR 4/11	EFF. APR 4/12	EFF. APR 4/13	EFF. APR 4/14	EFF. APR 4/15	EFF. APR 4/16
	19.15	19.15	19.15	19.53	19.92	20.42

Lead Hand shall receive an additional 50¢ per hour.

Personnel who hold a valid Engineer or Boiler Certificate (not a temporary permit) shall receive sixty-five cents (65¢) per hour, for all hours worked. No employee below Class 5 wage bracket shall operate the boiler.

\*Apprentice Auto Mechanics will be paid a percentage of the Journeyman wage as follows:

- 1<sup>st</sup> six months - 60%;
- 2<sup>nd</sup> six months - 65%;
- 3<sup>rd</sup> six months - 70%;
- 4<sup>th</sup> six months - 75%;
- 5<sup>th</sup> six months - 80%;
- 6<sup>th</sup> six months - 85%;
- 7<sup>th</sup> six months - 90%;

8<sup>th</sup> six months - 95%;  
Thereafter -100%.

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

\$1.50 less than the rate in effect for this wage bracket until the first work week following the completion of his first sixty- five (65) days worked of employment. After completion of his 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 he is transferred.

## APPENDIX "B"

Amendments to the present Collective Agreement to cover the employees working at 44520 Yale Road, Sardis, B.C.

**Article 15** Friday and weekend overtime worked shall be paid in the payroll period in which it was earned.

**Article 27** (h) or an hourly check-in system.

(g) There shall be a two member Safety Committee. One member shall be a member of the bargaining unit.

**Article 40** Delete last sentence

(a) The present seniority lists of Chilliwack employees shall be dovetailed into their respective seniority lists for Mayfair/Richmond with following restrictions:

1. During periods of lay-off, there will be no bumping between Chilliwack and Mayfair/Richmond seniority groups.
2. Job postings for Chilliwack shall be posted for all employees to bid upon and shall be awarded in accordance with Article 13 of the Collective Agreement. Employees must start their day from work location designated on the posting.
3. Vacation scheduling to be separate between Chilliwack and Mayfair/Richmond.
4. In the event that work now performed by Chilliwack employees should be transferred to the Mayfair/Richmond operation, then a corresponding number of the affected Chilliwack employees shall also be transferred to operate out of the Mayfair/Richmond operations.
5. The Company shall endeavour to have Chilliwack O/T work available for Chilliwack employees.

(b) In the case of Chilliwack employees only, Article 20 (q) of the Agreement shall be deemed to provide for an "on call" premium of \$90.00 for a seven (7) day week and \$115.00 for a week including a holiday.

### CHILLIWACK SERVICE DEPARTMENT

(a) Employees who are required to work ten (10) hour days in the Service Department shall be scheduled to work consecutive days.

(b) When a serviceman is off on vacation, the remaining serviceman will be scheduled on eight (8) hour shifts.

## APPENDIX "C"

Amendments to the present Collective Agreement to cover the employees working at the "Sunshine Coast Sales Centre".

1. Seniority for bargaining unit employees working at the Sunshine Coast Sales Centre shall be calculated in accordance with the provisions of Article 19(c) of the Collective Agreement (or as otherwise may be provided for in the arbitration award of Bob Diebolt undated, which award decided upon start-up conditions only).
2. The present seniority lists of Sunshine Coast employees shall be dovetailed into their respective seniority lists for Mayfair/Richmond with the following restrictions:
  - (a) During periods of lay-off, there will be no bumping between Chilliwack, Mayfair/Richmond, and Sunshine Coast seniority groups;
  - (b) Job postings shall be posted in accordance with Article 13 of the Collective Agreement. Employees must start their day from the work location designated on the posting.
3. Vacation scheduling to be separate between Chilliwack, Sunshine Coast and Mayfair/Richmond.
4. In the event that work now performed by Chilliwack or Sunshine Coast employees should be transferred to the Mayfair/Richmond operation, then a corresponding number of the affected Chilliwack or Sunshine Coast (as applicable), employees shall also be transferred to operate out of the Mayfair/Richmond operations.

## **APPENDIX "D"**

### **EQUIPMENT SERVICE**

#### **A - SALES EQUIPMENT SERVICE TRAINEE**

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 the applicable aptitude test(s) 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 Matrix for Sales Equipment Service Trainee.
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, shall displace the employee who succeeded him in that position.
4. On successful completion of the training program a Sales Equipment Service Trainee shall thereupon be reclassified and paid as a Sales Equipment Serviceman. Employees who work two thousand (2,000) hours in the training program will have their rate of pay increased to the Sales Equipment Serviceman rate, but will not be promoted to the Sales Equipment Serviceman classification until they successfully complete the training program.

#### **B - TRAINING MATRIX FOR SALES EQUIPMENT SERVICE TRAINEE**

Before being classified as a Service Technician, an Equipment Service Trainee must successfully complete a training matrix which comprises four (4) consecutive sections of study. These are: Coolers, Vendors, Fountains and Major Equipment. A trainee must achieve a minimum passing grade of 65% to proceed to the next level of training. It is mutually understood that:

- (a) The trainee may choose to write both the Coolers and Vendors sections at the same time;
- (b) If the Company, in its sole discretion, determines that a trainee may have acquired previous training and expertise in any one or more specific piece of equipment the Company may then be able to use that trainee to work on that equipment without the need for supervision. Despite this, the trainee must still complete the required training to be able to become a Service Technician.
- (c) A trainee may choose to fast track and write a test prior to the completion of the sectional training. If so, he will only be allowed additional training if he failed (with a mark of between 55% and 64%) and time limits will not be extended. The trainee must spend at least the route ride time with a technician prior to writing any tests.

The Company is prepared to meet with the Union to discuss any amendments to this matrix, but it is agreed that the Company reserves the right to exercise its sole discretion in the implementation of this or any amended training matrix.

The following constitutes the requirements for trainees in each section of study:

Coolers:

- Route rides with a Service Technician for four (4) weeks.
- Rides alone for four (4) weeks working only on Coolers service calls and calls into supervisor if he encounters any problems. A Supervisor and/or a qualified technician may meet him at the call to assist.
- At the end of the eight (8) weeks, the trainee may write the Coolers test and, if successful, will move onto the Vendors section of study.

Vendors:

- Route rides with a Service Technician for four (4) weeks.
- Rides alone for eight (8) weeks working on Coolers and Vendors calls and calls into supervisor if he encounters problems. A Supervisor and/or a qualified technician may meet him at the call to assist.
- The trainee shall write the Vendors test at the end of the twelfth (12) week and if he chose not to write the Coolers test at the end of that section, must also write it at this point. If successful, the trainee will move onto the Fountains section of study.

Fountains:

- Route rides with a Service Technician for six (6) weeks.
- Rides alone for eight (8) weeks working on Cooler, Vendor and Fountain calls and calls into supervisor if he encounters any problems. A Supervisor and/or a qualified technician may meet him at the call to assist.
- The trainee shall write the Fountain test when he has completed the eight (8) weeks of riding alone. If successful, the trainee will move onto the Major Equipment section of study.

Major Equipment:

- Route rides with a Service Technician for six (6) weeks
- Rides alone for eight (8) weeks working on any service calls and calls into supervisor if he encounters any problems. A Supervisor and/or a qualified technician may meet him at the call to assist.
- The trainee shall write the Major Equipment test when he has completed the eight (8) weeks of riding alone. If successful, the trainee will be reclassified as a Service Technician and receive wages in accordance with the provisions of the Collective Agreement.

Other agreed to items:

Subject to the above provisions:

- The Company and Union agree that a one (1) week refresher route ride will be allowed for any trainee who does not pass a section but does receive a mark between 55% and 64%. A trainee receiving a mark below 55% in any section will be released from the training program.
- The Company and the Union agree that there is no final exam for the trainee and that successful completion of the four sections is sufficient.
- The Company and the Union agree that each trainee will spend a minimum of two (2) weeks with the installation crews.

- The Company will agree to provide the trainees with access to the Company's internet site to allow them to access the training material available (coketech.ca).
- The Company and the Union agree that when the two (2) or three (3) week training course is made available, the training schedule will be on hold for that time period and the trainee will return to the schedule at the completion of the course.
- The Company and the Union agree that in the event of a layoff, any and all trainees will be laid off regardless of seniority prior to a Service Technician.

### **C - EQUIPMENT SERVICE SHOP PERSON**

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 Equipment Service Shop Person:

1. Candidates for a posted job vacancy as an Equipment Service Shop Person shall:
  - (a) Successfully complete the appropriate aptitude test(s) prior to appointment;
  - (b) Hold a valid, appropriate driver's licence.
2. The successful candidate for a posted vacancy in the position of Equipment Service Shop Person will undertake such training as described in #4 below.
3. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of a Equipment Service Shop Person. In such event, the employee shall revert to his former position and, in so doing, shall displace the employee who succeeded him in that position and if a domino effect is created all others return to their previous job without recourse to the Grievance Procedure.
4. The training program referred herein currently consists of various training sessions organized by the Company and/or equipment suppliers and on-the-job training totaling 1000 hours of practical experience as Equipment Service Shop Person. Upon completion of this training, if the employee posts into a Sales Equipment Service Trainee position, they will be deemed to have completed the aptitude test(s) and be allowed to challenge the sectional testing and fast track the Training Matrix.

**LETTER OF UNDERSTANDING #1**

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

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

**RE: GENERAL MATTERS**

1. After the initial posting the Company will assist employees who successfully post for future openings.
  - a. After the employee has completed his air endorsement successfully the Company will reimburse the cost of the course only. Taking the course will be on the employee's own time.
  - b. Make available a truck on which to practice and take the test. This practice will be on the employee's own time and must also have a qualified trainer in the truck. However, if doing regular route work he will be paid his normal rate of pay.
2. If any provision contained in the Employment Standards Act and Regulations (Act) is amended which is a greater requirement than a similar provision in the collective agreement the parties agree to discuss the difference to determine whether the amended standards can be implemented for the duration of the Agreement.
3. This pertains to rotation of employees on production lines. This does not pertain to any employees on the Sales Seniority List. The Company will make every good faith effort to:
  - (1) Allow more senior employees to have first choice on which machines they will work on a given line.
  - (2) If overtime is required at the end of a shift or on a sixth or seventh day, the available overtime will be offered to those employees currently working on that line as long as the employee has worked at least eight hours on that line in the previous five shifts. To clarify, off day overtime will be offered first to those full time employees who meet the above criteria and then to other employees in accordance with Article 20(i).
  - (3) Employees on the can line will rotate on shifts every two weeks where possible.
4. Where there is a delay in receipt of a cheque for Weekly Indemnity or Workers' Compensation (other than a Workers' Compensation claim where the validity of such claim is being challenged), the Employer will advance the amount of such payment to the employee and the employee shall reimburse the Employer by endorsement of the insurance cheque(s) when received.

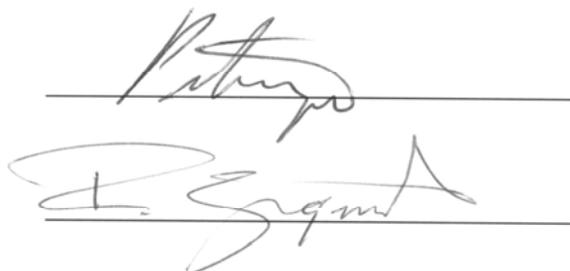
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #2**

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

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

**RE: WORK LOCATION PREFERENCE**

The Company within its operational requirements shall on an annual basis, enable full-time employees to declare preferences of primary job location on a seniority basis.

Employees wishing to declare a different primary work location preference from their current location must do so in writing in January of each year. The Company will finalize in accordance with operational requirements and seniority provisions to institute the annual work location accommodations in February.

Employees who are already posted in a particular classification can post into an identical classification in a different work location to facilitate an early move to a different work location. However, the 60 day probation period shall not apply in this situation.

Job postings under Article 13 that are made after the initial start-up and staffing of the new distribution centre will indicate at which location it is anticipated that the majority of work will be performed for the vacancy.

The above applies to Mayfair and Richmond locations.

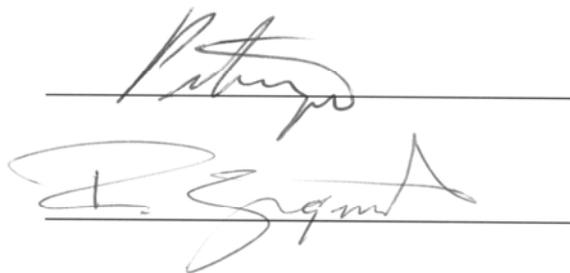
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #3**

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

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

**RE: 4x10 WORK WEEK**

In the event that a 4 X 10 hour work week is introduced, the following guidelines shall apply:

- (a) Notice of change to or from a 4 X 10 schedule will be given through the normal posting procedure for shift schedules.
- (b) Daily overtime (in excess of 10 hours) shall be at time and one-half for the first hour and double time thereafter.
- (c) The first five hours worked on a 5th day will be paid at time and one-half and double time thereafter. A minimum of 5 hours will be guaranteed if scheduled to work on a 5th day. In the event of a Tuesday to Friday 4 X 10 shift, overtime on Saturday to Sunday will be paid as per the Collective Agreement.
- (d) 4 X 10 shifts will be staffed by those employees who would be normally scheduled to work on the shift which is changed from 5 x 8 to 4 x 10.
- (e) If a General Holiday is observed on a 4 x 10 employee's day off, the employee will have the option of receiving 10 hours pay or a day off, with pay, at a time mutually agreed between the Employer and the employee.
- (f) The 8 hour limit on required overtime referred to in Article 20 (p) shall apply to the 4 days constituting the normal 4 x 10 work week.

"In addition, on a Monday to Thursday shift, overtime may be required on Friday; on a Tuesday to Friday shift overtime may be required on Saturday."

- (g) In the event of a Wednesday to Saturday 4 x 10 work week, the Premium provided for in Article 20 (a) shall apply to all hours worked in such work week. This premium does apply to overtime resulting in a continuation of shift, it does not apply to off-day overtime.
- (h) In the event of a 4 x 10 split shift (i.e. Monday, Tuesday, Thursday, Friday or Monday, Tuesday, Wednesday, Friday work week) in the Sales Department, a premium of twenty-five cents (25¢) per hour shall apply to all hours worked in such week. This premium does apply to overtime resulting in a continuation of shift, it does not apply to off-day overtime.

Such opportunities to be posted and filled on a voluntary basis, by seniority.

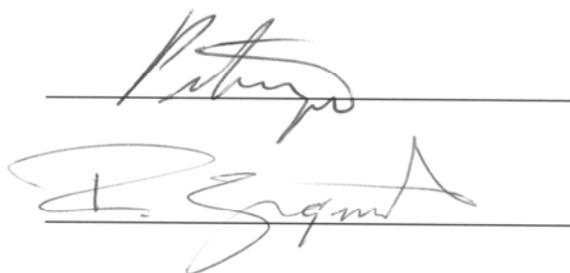
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #4**

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

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

**RE: COCA-COLA REFRESHMENTS CANADA COMPANY PENSION PLAN**

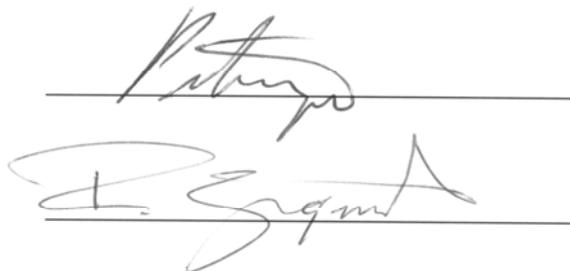
During the 1996 Negotiations, the Parties agreed to implement the Coca-Cola Refreshments Canada Company Pension Plan for qualified hourly employees of the bargaining unit. For purposes of implementing this Plan, the following matters have also been agreed to:

Employees who, as at the 1996 date of ratification, were members of and participated in the previous Vancouver Pension Plan formerly known as the "WOMETCO Plan" will have their benefits frozen in that Plan and payroll deductions will cease forthwith. Pension benefits payable under that previous plan are guaranteed under existing pension legislation.

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION



## LETTER OF UNDERSTANDING #5

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

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

**RE: 3 X 12 WORK WEEKS**

In the event that a 3 x 12 hour work week is introduced, it will only be implemented in Sales and Distribution 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 consecutive 12 hour days	36 hours
Week 2 - 3 consecutive 12 hour days	36 hours
Week 3 - 4 consecutive 12 hour days	48 hours
	120 hours
- (c) Daily overtime (in excess of 12 hours) shall be at double time (2x).
- (d) The first four (4) hours worked on a 4<sup>th</sup> day will be paid at time and one-half (1½) and double time (2x) thereafter, excluding the 4<sup>th</sup> day of the 3<sup>rd</sup> week of the rotation. A minimum of four (4) hours will be guaranteed if scheduled to work on a 4<sup>th</sup> 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 Employer 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 work week, the premium provided for in Article 20(a) shall apply to all hours worked in such work week. This premium does apply to overtime resulting in a continuation of shift, it does not apply to off-day overtime.

(j) Such opportunities to be posted and filled on a voluntary basis, by seniority.

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



A handwritten signature in black ink, appearing to be 'J. Smith', is written over a horizontal line.

ON BEHALF OF THE UNION



Two handwritten signatures in black ink are written over two horizontal lines. The top signature appears to be 'P. Smith' and the bottom signature appears to be 'D. Brown'.

**LETTER OF UNDERSTANDING #6**

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

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

**RE: COOLER SERVICE AND DELIVERY MERCHANDISERS**

It is understood that Cooler Service men will carry enough inventory to do new initial setups for Full Service Vending and Fountain. Cooler Service men will carry one CO2 Cylinder for emergency use and one cylinder for each fountain setup.

Delivery Merchandisers will carry coolers on a "as required basis" to the Whistler area, Hope and points beyond.

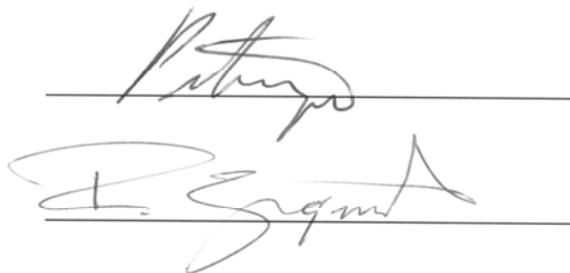
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

ON BEHALF OF THE UNION



Two handwritten signatures in black ink, one above the other, positioned above two solid horizontal lines. The top signature is more stylized, while the bottom one is more legible.

## LETTER OF UNDERSTANDING #7

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

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

**RE: ON CALL, SERVICE DEPARTMENT**

In the event of a TWO MAN/TWO WEEK ON CALL ROTATION, the first week "PRIMARY" and the following referred to as "SECONDARY", the following conditions shall apply.

1. A 5X8 split shift (i.e. Monday, Tuesday, Thursday, Friday, Saturday work week) shall apply to the "SECONDARY" shift.

Mid-week day off selection shall be subject to GM Place event schedule and/or work load. And said day off will be posted in advance of that week (i.e. Thursday).

2. The "PRIMARY" shift will continue to be scheduled Tuesday- Saturday with a fifty cent (50¢) premium for all hours worked.
3. On call shall be exempt from the two (2) consecutive days off requirement between work weeks. This also allowing service employees to return from on call to a regular Monday-Friday scheduled rotation.
4. No service employee shall be required to work more than four (4) two (2) week on call rotations per year.

### ON-CALL PROPOSAL - TWO MAN/TWO WEEK ROTATION

#### PRIMARY (City)

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
O	X	X	X	X	X	O
Off	2/10	2/10	2/10	2/10	8/4:30	off

#### SECONDARY (GM)

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
X	X	O	X	X	X	O
2/10	*2/10	*off	*2/10	2/10	12/8	off

\*\*Floating day off, midweek (no event)

#### COVERAGE

MONDAY: Primary-day off  
Secondary-all calls and GM events

TUESDAY: Primary-all calls  
Secondary-GM events

WEDNESDAY: Primary-all calls  
Secondary-day off\* (no event)

THURSDAY: Primary-all calls  
Secondary-GM event

FRIDAY: Primary-all calls  
Secondary-GM event

SATURDAY: Primary-all calls (am start)  
Secondary-GM event (pm start)  
SUNDAY: Primary-day off, all calls  
Secondary-day off, GM event

Primary and Secondary Service Men will assist each other, depending upon work load and priority of calls.

Whistler/Squamish calls will be handled by Secondary Service Man.

**Conditional Changes**

1. Split week Secondary only. Along with Sunday, an additional day off will be granted Tues-Thurs depending on GM event schedule.
2. No two days off required coming off call.

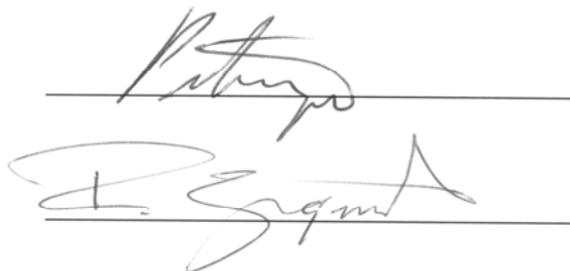
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #8**

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

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

**RE: FULL-SERVICE VENDING**

Where regular Full-Service Vending employees are required for this classification the positions will be filled by the most senior relief incumbent and, as a result, only "Relief Positions" would be posted for this job classification. Relief incumbents could only maintain one relief posting in the bargaining unit.

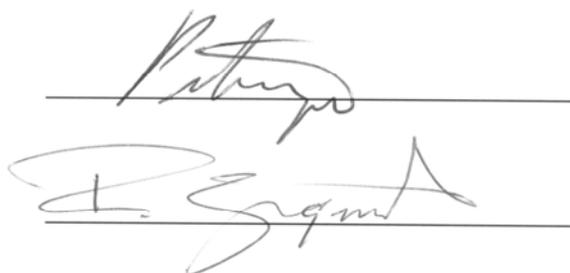
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



A handwritten signature in black ink, appearing to be 'J. Smith', is written over a horizontal line.

ON BEHALF OF THE UNION



Two handwritten signatures in black ink are written over two horizontal lines. The top signature appears to be 'P. ...' and the bottom signature appears to be 'D. ...'.

**LETTER OF UNDERSTANDING #9**

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

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

**RE: RED CIRCLED MERCHANDISERS**

This will confirm the understanding reached by the parties during the 1999 negotiations with regard to Drivers who post into the position of "Merchandiser" during the period of time from July 23, 1999 to April 3, 2002.

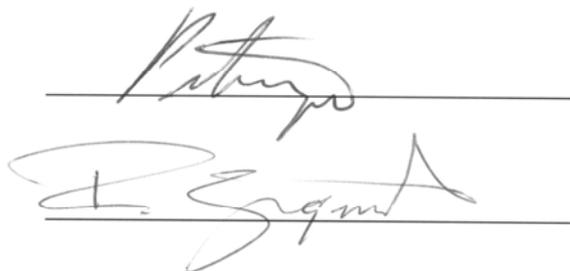
Drivers who were classified as Drivers as of the date of ratification and post into the position of a Merchandiser on a regular full-time basis shall be paid at the rate of pay of a "Utility Man".

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING #10**

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

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

**RE: SEASONAL AND TEMPORARY EMPLOYEES**

Effective July 23, 1999, the Company will hire new Seasonal and Temporary employees who are qualified to do the work available according to the job requirements set out at Article 13 of the Collective Agreement. This provision shall not apply to the "Equipment Service Shop Person" who shall be required to pass the current aptitude test only.

Upon the hiring of each employee, the Company shall advise the Union as to the name of the employee and his work location.

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a vertical line, positioned above a horizontal line.

ON BEHALF OF THE UNION



Two handwritten signatures in black ink, one above the other, positioned above two horizontal lines. The top signature is more stylized, and the bottom one is more legible, possibly reading 'R. Sargent'.

**LETTER OF UNDERSTANDING #11**

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

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

**RE: COMMUNICATION DEVICES**

Delivery Merchandisers, IPT Drivers and Bulk Drivers who are required to deliver during the evening and those drivers required to go out of town shall be provided with two way communication devices so as to enable direct contact with management personnel.

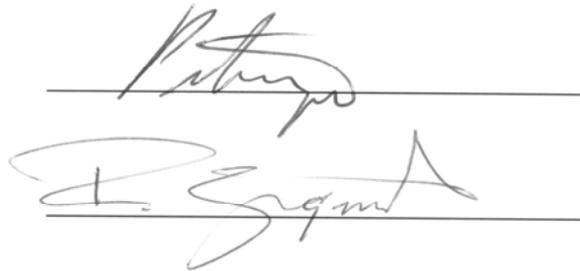
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #12**

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

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

**RE: SHIFT START TIMES**

The Company agrees to the following provision for the life of the Collective Agreement regarding the selection of shift start times by Seniority.

All Departments:

Employees shall be permitted to select, on a weekly basis, their start time on a shift from the available start times by Thursday morning in the week prior to the posting of the following weeks schedule by seniority.

Sales Department:

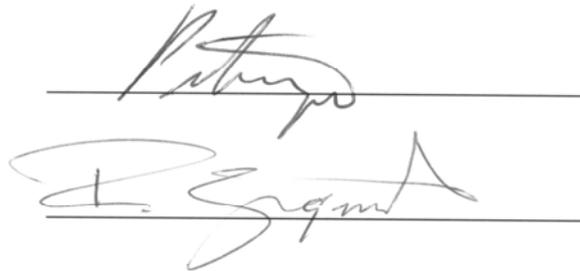
Employees shall, where operationally practicable to do so, select their start time on a shift from the available start times, by seniority.

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



ON BEHALF OF THE UNION



**LETTER OF UNDERSTANDING #13**

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

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

**RE: EMPLOYMENT 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, 2008), shall be paid the following hourly rates of pay:

Effective April 4<sup>th</sup>, 2011 - \$30.08 per hour  
Effective April 4<sup>th</sup>, 2012 - \$30.08 per hour  
Effective April 4<sup>th</sup>, 2013 - \$30.53 per hour  
Effective April 4<sup>th</sup>, 2014 - \$31.14 per hour  
Effective April 4<sup>th</sup>, 2015 - \$31.76 per hour  
Effective April 4<sup>th</sup>, 2016 - \$32.56 per hour

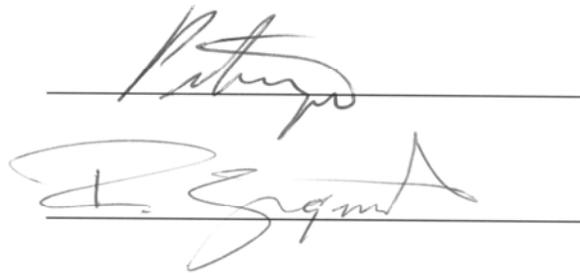
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #14**

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

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

**RE: DELIVERY MERCHANDISER — REPLACEMENT**

Notwithstanding the provisions in the Collective Agreement which may be contrary, where a "Delivery Merchandiser" is absent from work, for any reason, he may, at the Company' discretion, be replaced by a qualified Merchandiser. The Merchandiser work, if required by the Company, shall then be performed in accordance with Article 1(f) herein.

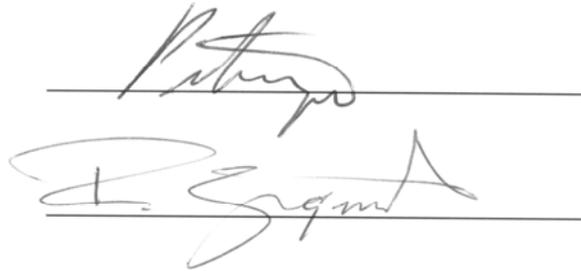
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



A horizontal line with a handwritten signature written over it.

ON BEHALF OF THE UNION



Two horizontal lines, each with a handwritten signature written over it.

**LETTER OF UNDERSTANDING #15**

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

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

**RE: TOOL LIABILITY COVERAGE**

The following provisions apply only to those employees in receipt of a tool allowance:

The Company agrees to cover employees for the loss of tools due to theft and fire while on Company property provided that the employee suffering such loss has taken proper care to protect such property from loss. Proper care means that the employee has ensured that the tools are safely and securely stored, have been personally identified by ownership markings and have been properly accounted for on the Company's tool listing.

Power and pneumatic tools requiring repairs that were caused as a result of on the job use, will be repaired by the Company providing that such tool(s) were not abused or used for purposes other than its proper intended use.

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY

  
\_\_\_\_\_

ON BEHALF OF THE UNION

  
\_\_\_\_\_  
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**LETTER OF UNDERSTANDING #16**

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

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

**RE: LEAD HANDS**

During negotiations, the Union brought forward various concerns related to the use of Lead Hands. As a result, the parties have agreed to the following:

Lead Hands shall be responsible for performing computer and paperwork associated with the department function and for coordinating and overseeing the general activities of the shift. Lead Hands are not however responsible for activities related to the scheduling of employees, distribution of overtime and administering discipline.

In the case of Richmond II and Coquitlam warehouses, Lead Hands will only be used in the absence of a supervisory employee and will not perform bargaining unit work when performing the duties of a Lead Hand.

In addition, upon the request of the Union or Company, the Union and management will meet within 30 days to address any concerns that the parties may have related to the use of Lead Hands.

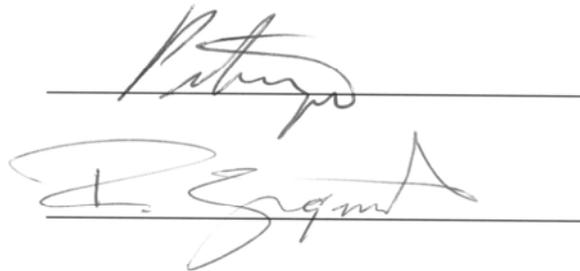
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #17**

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

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

**RE: RECALL TO WORK FROM LAY-OFF**

In situations where an employee is unable to answer the phone call from the Company regarding a recall to work, the Company will provide a ten (10) minute grace period to those employees contacted to respond to the Company and advise as to their availability before such work is offered to a less senior employee that has answered the phone and is available for recall.

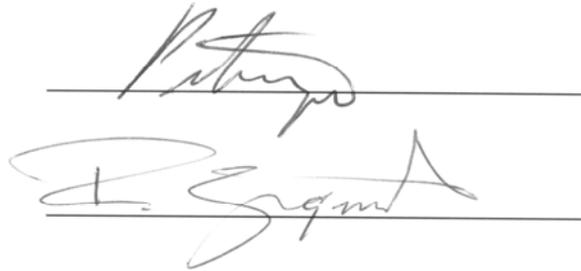
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



A horizontal line with a handwritten signature in cursive script above it.

ON BEHALF OF THE UNION



Two horizontal lines with handwritten signatures in cursive script above them.

## LETTER OF UNDERSTANDING #18

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

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

**RE: 4x10 and 3x12 WORK WEEK — Richmond Maintenance (Journeyman Equipment Maintenance Man and Equipment Maintenance Man)**

1. In the event that a rolling 4 x 10 hour work week is introduced, the following guidelines shall apply:

- (a) Notice of change to or from a 4 x 10 schedule will be given through the normal posting procedure for shift schedules.

A rolling work week is defined as 40 hours per week, between 3 to 5 consecutive work days and a minimum of 2 consecutive days off. The 3 to 5 consecutive work days may spread over 2 work weeks.

- (b) Daily overtime (in excess of 10 hours) shall be at time and one-half for the first hour and double time thereafter.

- (c) The first five (5) hours worked on the 1<sup>st</sup> non-scheduled off day will be paid at time and one-half and double time for all hours thereafter. Each additional non-scheduled off day worked will be paid at double time (2x). A minimum of five (5) hours will be guaranteed if required to work on a non-scheduled day.

- (d) If a General Holiday is observed on a 4 x 10 employee's day off, the employee will have the option of receiving 10 hours pay or day off, with pay, at a time mutually agreed between the Employer and the employee.

- (e) The 8 hour limit on required overtime referred to in Article 20 (q) shall apply to the 4 days constituting the normal 4 x 10 work week.

"For example, on a Monday to Thursday shift, overtime may be required on Friday; on a Sunday to Wednesday shift, overtime may be required on Thursday."

- (f) In the event a scheduled work week includes Saturday, the employee will receive \$.50 per hour for all hours worked during the week. In the event a scheduled work week includes Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. In the event a scheduled work week includes Saturday and Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. These premiums apply to overtime resulting in a continuation of shift, they do not apply to off-day overtime.

Such opportunities to be posted and filled on a voluntary basis, by seniority.

2. In the event that a rolling 3 x 12 hour work week is introduced, 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.

A rolling week is defined as between 3 to 4 consecutive work days and a minimum of 2 consecutive days off. The 3 to 4 consecutive work days may spread over 2 work weeks with an average of 40 hours per week over a 3 week period.

- (b) Daily overtime (in excess of 12 hours) shall be double time (2x).
- (c) The first four (4) hours worked on the 1<sup>st</sup> non-scheduled off day will be paid at time and one-half and double time for all hours thereafter. Each additional non-scheduled off day worked will be paid at double time (2x). A minimum of five (5) hours will be guaranteed if required to work on a non-scheduled day.
- (d) Each employee on the 3 x 12 work week shall receive three (3) fifteen (15) minute paid breaks.
- (e) 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 Employer and the employee.
- (f) The 8 hour limit on required overtime referred to in Article 20 (q) shall apply to the 12 hour days constituting the normal 3 x 12 work week.

For example, on a Monday to Wednesday shift, overtime may be required on Thursday; on a Thursday to Sunday shift, overtime may be required on a Monday.

- (g) In the event a scheduled work week includes Saturday, the employee will receive \$.50 per hour for all hours worked during the week. In the event a scheduled work week includes Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. In the event a scheduled work week includes Saturday and Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. These premiums apply to overtime resulting in a continuation of shift, they do not apply to off-day overtime.

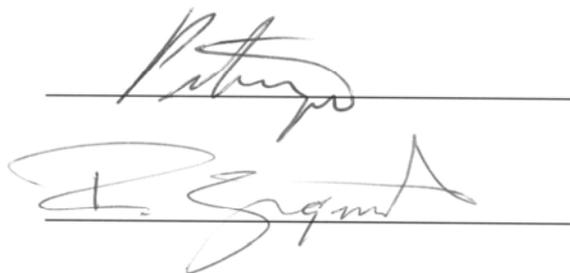
Such opportunities to be posted and filled on a voluntary basis, by seniority.

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



ON BEHALF OF THE UNION



## LETTER OF UNDERSTANDING #19

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

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

**RE: 4x10 WORK WEEK — Merchandisers**

In the event that a Merchandiser 4 x 10 hour week is introduced, the following guidelines shall apply:

- (a) Notice of change to or from a 4 x 10 schedule will be given through the normal posting procedure for shift schedules.

The work week is defined as any 4 consecutive work days with 3 consecutive days off except during the 2 week transition period. In the transition period employees will have a minimum of two (2) consecutive days off before the start of the next scheduled week. Split shift rates do not apply to the transition period. Examples include: Thursday to Sunday, Friday to Monday or Sunday to Wednesday.

- (b) Daily overtime (in excess of 10 hours) shall be at time and one-half for the first hour and double time thereafter.

- (c) The first five (5) hours worked on the 1<sup>st</sup> non-scheduled off day will be paid at time and one-half and double time for hours thereafter. Each additional non-scheduled off day will be paid at double time (2x). A minimum of 5 hours will be guaranteed if required to work on a non-scheduled day.

- (d) If a General Holiday is observed on a 4 x 10 employee's day off, the employee will have the option of receiving 10 hours pay or a day off, with pay, at a time mutually agreed between the Employer and the employee.

- (e) The 8 hour limit on required overtime referred to in Article 20 (p) shall apply to the 4 days constituting the normal 4 x 10 work week.

"For example, on a Monday to Thursday shift, overtime may be required on Friday; on a Sunday to Wednesday shift overtime may be required on Thursday."

- (f) In the event a scheduled work week includes Saturday, the employee will receive \$.50 per hour for all hours worked during the week. In the event a scheduled work week includes Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. In the event a scheduled work week includes Saturday and Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. These premiums apply to overtime resulting in a continuation of shift, they do not apply to off-day overtime.

- (g) A split shift is defined as a work week that does not have three (3) consecutive days off. There will be a minimum of two (2) consecutive days off each week. In the event of a 4 x 10 split shift (examples include: Monday, Tuesday, Thursday, Friday or Sunday, Monday, Wednesday, Thursday work week), a premium of twenty-five cents (25¢) per hour shall apply to all hours worked in such week. This premium does apply to overtime resulting in a continuation of shift, it does not apply to off-day overtime.

Such opportunities to be posted and filled on a voluntary basis, by seniority.

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



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ON BEHALF OF THE UNION



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**LETTER OF UNDERSTANDING #20**

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

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

**RE: ALTERNATIVE DISTRIBUTION**

The Company and the Union agree that alternative distribution methods, resulting from a customer(s) request, such as indirect sales/store delivery (e.g. Subway requesting that Sysco act as its preferred vendor), direct delivery to a customers' warehouse or a third parties warehouse on behalf of the customer rather than a customers' retail outlet, or the use of wholesalers, are not restricted by or subject to the terms of Article 1 (c) – Bargaining Agency and Definition in anyway whatsoever and does not constitute contracting out under Article 26 – Sub Contracting. When there is a change to a delivery model for a particular customer, the Company will provide the Union with ten (10) days advance notice in writing prior to implementation.

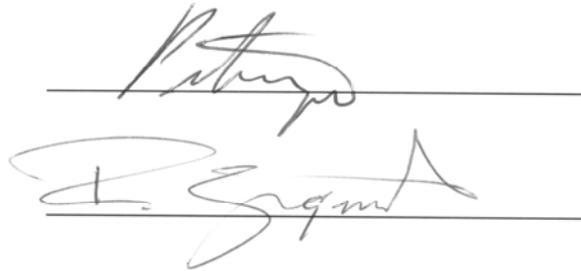
With respect to alternative distribution, the Company agrees that during the term of this of this contract, the Company itself will not initiate the engagement of private companies, or individuals, to perform distribution work currently performed by the bargaining unit, if doing so would result in lay-offs.

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



ON BEHALF OF THE UNION



**LETTER OF UNDERSTANDING #21**

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

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

**RE: 2011 FULL-TIME EMPLOYEE HEALTH AND DENTAL PLAN ENROLMENT ORIENTATION**

The Company will provide written information to full-time employees about the new health and dental plan (currently "Benefits Plus") including the plan brochure during or before November 2011. Additional information will also be made available to full-time employees on the Company's portal.

The Company will provide on-site seminars to provide information to full-time employees on the Company health and dental care benefits plan and plan enrolment procedures at least three (3) weeks prior to the benefits enrolment open period which usually occurs in late November.

At the time of the 2011 open enrolment, the Company will provide election forms to all full-time employees along with further information relating to the new health and dental benefit plan including forms to help employees select the level of coverage that they prefer.

For all new hires, the Company shall ensure that employees are given information regarding the Company's prevailing health and dental plan after commencing employment, including any forms relating to benefit selection.

Currently under the Benefits Plus health care plan:

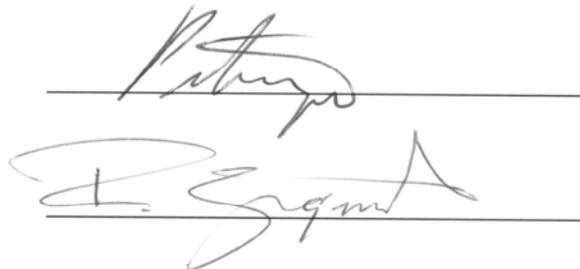
- There is no waiting period for benefits for full-time employees. Such employees are eligible for benefits as of their first day of employment with the Company; and
- There is no loss of coverage while an employee is on an extended illness, extended compensable or non-compensable accident unless STD or LTD coverage ends. Arrears will be paid for by the employee.

DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



ON BEHALF OF THE UNION



**LETTER OF UNDERSTANDING #22**

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

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

**RE: EMPLOYEES WHO RETIRE PRIOR TO DECEMBER 31, 2011**

Notwithstanding Article 36, and subject to eligibility requirements (minimum two years contribution to the Company's pension plan), a maximum of six (6) full-time employees who retire following ratification but prior to December 31<sup>st</sup>, 2011 (on a first come first serve basis) will be provided with the Supplemental Medical Plan for Pensioners ("SMPP") retiree medical coverage.

Any other eligible employees who still wish to retire during that time frame, or beyond, will, subject to the terms outlined in Article 36, be entitled to participate in the Company's prevailing retiree medical plan (currently "Health Plus") subject to eligibility requirements.

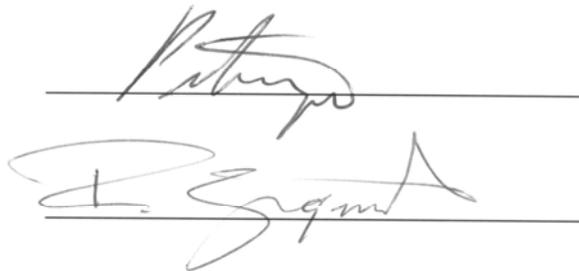
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



A handwritten signature in black ink, appearing to be a stylized 'J' or 'K' followed by a vertical line, positioned above a horizontal line.

ON BEHALF OF THE UNION



Two handwritten signatures in black ink, one above the other, positioned above two horizontal lines. The top signature is more legible, possibly reading 'Peter', and the bottom one is more stylized.

## LETTER OF UNDERSTANDING #23

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

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

**RE: VACATION TRANSITION**

During 2011 Vancouver bargaining, the Company and Union agreed to transition the pre-existing vacation program to a calendar earn, calendar take vacation program. The new vacation program will become effective January 1<sup>st</sup>, 2014.

In order to facilitate the change from calculating and recording annual vacation on an individual anniversary basis to a common vacation calculation based on a calendar year, the following transition arrangement has been established and agreed upon for the 2011, 2012 and 2013 vacation years:

- (a) The 2011 vacation arrangements previously scheduled will remain unchanged as per the collective agreement which expired on April 3<sup>rd</sup>, 2011. For the purposes of vacation entitlement intended for 2012 and 2013, the trigger dates and entitlement thresholds remain unchanged as per the collective agreement which expired on April 3<sup>rd</sup>, 2011, except as specifically amended below.
- (b) For the 2012 vacation (booked at the end of 2011), the vacation process of calculating vacation entitlements and time off will be utilized as per the collective agreement which expired April 3<sup>rd</sup>, 2011. Employees will be permitted to take vacation up to three (3) months prior to their anniversary date (previous Article 16 (o)) with the exception of those employees previously allowed to take vacation in excess of three (3) months in advance.

For these employees (employees previously allowed to take vacation in excess of three (3) months in advance), they will be allowed to take vacation up to six (6) months prior to their anniversary date but no earlier than January 1<sup>st</sup>, 2012. These employees will also be allowed to take up to two (2) full weeks of unpaid vacation in order to defer up to two (2) weeks of their 2012 anniversary entitlement into the 2013 calendar year. This unpaid vacation option may only be elected during the 2012 vacation process. The maximum vacation taken (paid and unpaid) allowed cannot exceed their regular annual take. In the selection process, unpaid weeks will be those taken earliest.

- (c) For the 2013 vacation (booked at the end of 2012), employees will be allowed to book any remaining vacation earned as of his/her 2012 anniversary date and a prorated portion of vacation which was earned for the period from his/her 2012 anniversary date until December 31, 2012.
- (d) For the 2014 vacation (booked at the end of 2013), employees will have their full vacation allotment "loaded" as per the revised Article 16 on January 1<sup>st</sup>.
- (e) A special one-time vacation true up adjustment will be paid for the period between covering the employee's 2012 anniversary date to December 31<sup>st</sup>, 2012, to correct any over/under payment arising from (c) above and any unused vacation over the amount that is "loaded" for 2014 as per (d) above.
- (f) Prior to January 1<sup>st</sup>, 2014, when an employee's employment ends, he/she shall be paid any unused accrued vacation time at the applicable rate. If an employee has used more

vacation than accrued when their employment ends, the Company will deduct the overpayment from the employee's final pay.

The provisions of Article 16 clauses (c) through (m) in the new collective agreement will take effect the date of ratification.

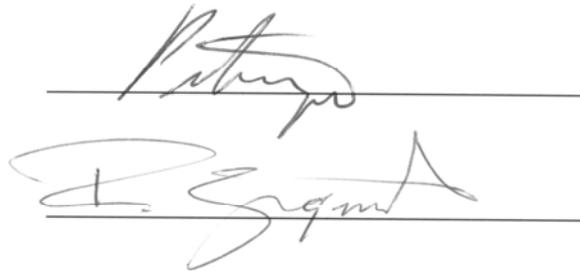
DATED AT VANCOUVER, British Columbia, this 23<sup>rd</sup> day January 2012.

ON BEHALF OF THE COMPANY



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ON BEHALF OF THE UNION



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