

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PEPSI BOTTLING GROUP (CANADA) ULC  
dba PEPSICO BEVERAGES CANADA**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**November 1<sup>st</sup>, 2023 – October 31<sup>st</sup>, 2029**

**TONY SANTAVENERE  
Secretary-Treasurer**

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**dba PEPSICO BEVERAGES CANADA**

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THIS AGREEMENT entered into this 1<sup>st</sup> day of November 2023.

**BETWEEN: PEPSI BOTTLING GROUP (CANADA) ULC  
dba PEPSICO BEVERAGES CANADA**

747 Chester Road, Delta  
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

**PREAMBLE HARMONIOUS RELATIONSHIP**

Management and the Union want to establish and maintain conditions that promote a harmonious relationship between Management and the Union. Management and the Union want to fairly and amiably resolve issues that arise between them and promote efficient and effective operations.

**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 part-time temporary or so called casual employees in the unit and as amended from time to time by the Labour Relations Board of British Columbia or by mutual agreement of the parties.
- (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 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. "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.

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.

Nothing in Article 1 is intended to or shall in any way be construed as a restriction to the sub-contracting of work.

- (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> and from November 15<sup>th</sup> to December 31<sup>st</sup>. Seasonal employees shall not acquire seniority.

Seasonal employees will go through the probationary period as per article 19(d). It is understood if a seasonal employee returns during any subsequent seasonal period or are reclassified as a part-time employee or become a full-time employee and they have not completed their probationary period they will be required to do such.

A seasonal employee who remains in the Employer's employ beyond the seasonal periods described above or who has been, prior thereto, accepted by the Employer as a part-time employee shall thereupon cease to be considered as a seasonal employee and his part time seniority shall be the date of transfer. If more than one (1) part time employee is hired on the same day then Article 19(g) shall apply.

- (e) The Employer will pay members at their regular rate of pay based on an eight (8) hour or ten (10) hour shift for time spent in negotiating with Management on matters pertaining to this agreement or for approved time spent on behalf of the Union (i.e. regular Union/Management meetings).

For the purpose of negotiating the Collective Agreement the Union bargaining committee shall consist of no more than four (4) members.

- (f) The parties agree to the following regarding part time employees:

1. Part timers shall have a separate seniority list which shall not exceed a maximum number of twenty-six (26). The maintenance and fleet departments shall have a maximum of one (1) part time employee.

2. The Employer shall schedule all available regular hours of work for part time employees, on seniority basis, to a maximum of thirty two (32) hours during non-seasonal periods and a maximum of forty (40) hours during the seasonal periods. After scheduling the initial thirty two (32) hours and there are still regular hours available such hours shall be offered on a seniority basis. During the seasonal periods part time employees shall have priority of employment over seasonal employees.
  3. All hours worked, and entitled statutory holiday hours, will accumulate towards the 1,560 hours.
  4. Full time status shall be awarded to a part-time employee upon completion of 1,560 hours within the part-time employee's anniversary year. Such employee's seniority date shall be the date of transfer to full time status.
  5. Upon a part time employee attaining full time status the Employer shall post, per Article thirteen (13), a regular job based on the majority of hours the part time employee accumulated in that classification.
  6. The employee who reached full time status, based on point four (4) above, 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 is not filled pursuant to the posting procedure.
- (g) Part-time employees who become full-time shall qualify for Health and Welfare Benefits as of the 1<sup>st</sup> Sunday of their full-time status.
- (h) Part- time employees are not intended to be utilized to avoid the filling of full-time vacancies.

## **2. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from and including November 1<sup>st</sup>, 2023 to and including October 31<sup>st</sup>, 2029, 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. The Employer may 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.

- (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 (1<sup>st</sup>) 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.)
- (e) The Union agrees to save harmless and indemnify the Employer for any award of lost wages and/or benefits should an employee successfully challenge in a Court of competent jurisdiction the Union's direction to the Employer to terminate that employee as per article 3(c) or to otherwise deduct from that employee's wages any fines or assessments the Union may direct the Employer to deduct pursuant to the Union's internal rules.

### **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 Employer will include on the employee's T-4 slip the amount of union dues deducted.
- (e) All Union dues are to be trust monies and shall be paid to the party entitled thereto as per Article 4(c) above.

## **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 the making of contributions to pension funds, life insurance, health and welfare benefits 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 a bonafide injury, (whether on the job or not), or 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. 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. Approval of a leave of absence shall not interfere with the proper operation of the business. Notwithstanding, however, the approval of a leave of absence shall not be unreasonably withheld.



In any instance where an employee accepts other employment without the consent of Management, when on leave of absence or vacation for any reason, or in any way misrepresents the reason for leave, his or her employment may be terminated.

- (d) When an employee suffers an injury or illness which requires his or her absence, he shall report the fact to the Employer and its designate 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 five (5) days. Immediate family means: husband, wife, mother, father, mother or father-in-law, step-parents, children, sister, and brother. A three (3) day leave of absence with full pay will be granted in the event of death of a sister-in-law, brother-in-law, grandparents, and grand-children. The employee shall notify his supervisor as soon as possible. Additional time off without pay may be requested in writing by the employee.
- (f) All time lost by an employee due to necessary attendance on Jury Duty or Court proceedings where subpoenaed by the Crown as a witness or if required as a witness by the Employer, shall be paid for at the rate of pay applicable to said employee so the employee does not experience a disruption in pay. 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 given prior notice as soon as he or she becomes aware, to the Employer that he has been summoned for Jury Duty. The Employer shall be provided with a copy of such notice received by the employee forthwith, upon its receipt by the employee.
  - (ii) The employee shall furnish satisfactory evidence to the Employer that he reported for or performed Jury Duty on the days for which he claims payment.
  - (iii) 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, health and welfare benefits 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 one (1) employee as approved by the Employer. Employees shall make such request, in writing, at least thirty (30) days prior to commencement.
- (i) 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. Employees shall be entitled to two (2) days off with pay for the birth of their child.
- (j) Employees will be entitled to Provincial Family Care Leave Plan (i.e., Family Responsibility Leave/Compassionate Care Leave) as described in the Employment Standards Act of British Columbia.

## **6. SHOP STEWARDS**

- (a) There shall be Shop Stewards 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. There shall be no discrimination against the Shop Steward for lawful Union activities.

In a situation which requires a Shop Stewards attention during working hours, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate supervisor or manager. Permission will not be unreasonably withheld or delayed. The Shop Steward shall return to their regular duties immediately thereafter.

- (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.
- (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.

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

- (a) The Employer shall provide:
  - (i) Uniform Allowance of up to two hundred and thirty dollars (\$230.00) per year will be provided for full time employees. The Employer will submit the current year's uniform orders no later than October 15<sup>th</sup> so such uniforms are received by the end of January of the following year.
  - (ii) The Employer will supply gloves for employees.
  - (ii) Maintenance, fleet mechanics and sanitation employees shall receive nine (9) pair(s) of properly fitted coveralls. The Employer shall service all soiled coveralls each week.
  - (iv) Employees obtaining full time status within the calendar year will receive a uniform allowance prorated based on the number of months at full time status during that year. If they receive full time status before the start of the uniform ordering process, they will place uniform orders that year. If they receive full time status after the start of the uniform ordering process, their prorated allowance will carry forward to the following year. For clarification purposes a partial month will be treated as a full month when an employee starts on or prior to the 15<sup>th</sup> of the month.
- (b) All coveralls, etc. shall be serviced. The Employer will endeavour to utilize a Company having an agreement with the Teamsters Union Local 213 to service the uniforms.
- (c) 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 safety glasses once every two (2) years, if required. Requests which fall within the two (2) year time period for broken glasses will be reviewed and may be granted at the Employer's discretion.
- (d) Annual boot allowance of two hundred dollars (\$200.00) for all full time employees will be paid in a taxable lump sum by the end of March 31<sup>st</sup> of each year. Employees must ensure their boots are presentable and in safe and reasonable condition.
- (e) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, cotton gloves, leather gloves, aprons, and rubber boots for sanitation employees.
- (f) The Employer to provide welding gloves and welding aprons for anyone required to do welding.

- (g) If at any time the Employer requires or uses Armoured Cars, outside Security or Watchmen services, the Employer will endeavour to utilize a Company having an agreement with the Teamsters Union Local 213, and the same shall apply if any Propane Gas services are required.

## **8. UNION NOTICES**

The Employer agrees to provide space in the warehouse and production 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 Employer shall be given a copy of any such notice prior to posting. All notices must be signed by a Steward. Any notice not properly signed or is, in the opinion of the Union and/or the Employer is of an inappropriate nature will be removed. The following items must be posted by the Employer 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.
- (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. Notwithstanding, employees shall not support a picket line in any fashion which negatively represents the Employer.
- (c) This Agreement establishes orderly procedures for settling disputes and grievances. Therefore, the Union and the employees it represents, agrees that, during the life of this Agreement, there will be no strike, slow-down or stoppage of work either complete or partial, which will halt, disrupt, limit or interfere with normal service or work. The Employer agrees it will not lockout employees during the life 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 business or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such business or part thereof 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 Employer 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 business 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.
- (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.

## **12. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this collective agreement, which concerns the interpretation or application of the terms and provisions of this collective agreement, 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 verbal reprimand, written reprimand, suspension or discharge. 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 Plant Director. The Plant Director if applicable, the Union Representative 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/or the Shop Steward on it will not be accepted by the Employer.

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.

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. Failure to agree on an arbitrator the selection thereof shall be referred to the Labour Board.

If the Arbitrator finds 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/her rights, benefits and privileges which he/she would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitrator finds circumstances which in the opinion of the Arbitrator determines it just and equitable may 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 Employer 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 eighteen (18) months from the date of occurrence (when Employer becomes aware of the infraction). In addition the Employer agrees that employees shall have access to their own personnel file in the presence of a manager. The parties agree such personnel files shall not deal with information pertaining to employee privacy (i.e., medical, WCB, etc.) in order to preserve employee privacy.
- (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 3 as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.
- (h) If the Employer places an employee on administrative leave pending an investigation, the employee shall be paid their regular rate of pay.

It is understood that the Employer may suspend an employee immediately due to their actions in the workplace without pay.

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

#### **(a) Job Bidding**

Should an employee permanently vacate their position, the Employer shall post a notice within seven (7) calendar days on the Union Bulletin Board notifying that a permanent vacancy now exists in a particular job, giving details of the job, rates of pay. After the job has been posted the Employer may fill it on a temporary basis pending the completion of the job posting procedure. Where an employee leaves a job and the Employer 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 seven (7) calendar days of such posting, 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) calendar days where practicable but in any event without undue delay. If the move cannot be made within the ten (10) calendar day period, the Union will be notified of the reason. Where a temporary or full time 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 Union Bulletin Board. Such job postings will have a unique posting number in order to track all postings.

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, part-time or temporary jobs.

The Employer shall not reduce the number of permanent employees on the seniority list by the use of seasonal or part-time 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.

#### **(b) Job Posting and Awarding**

The Employer will post the names of the successful applicant(s) on the bulletin board. The Employer will give the Union a copy of all job postings and the names of successful applicants.

Prior to a successful applicant being awarded a posting, a confirming document will be signed by the Employee and Employer for verification. If an applicant signs such document, then declines the posting, he/she will not be able to bid on the same job for one (1) year. In addition the parties agree to the following:



1. An Employee who is successful in bidding on a job shall be allowed a trial period up to thirty (30) days worked within a sixty (60) calendar day period in the new posting. Such trial period may be extended up to an additional thirty (30) working days within sixty (60) calendar day period by mutual agreement in writing between the parties.

An employee will only have fifteen (15) working days within the trial period to elect to return to their former job. The fifteen (15) days may be extended up to an additional ten (10) working days within sixty (60) calendar day period by mutual agreement in writing between the parties. If the employee elects to return to their former job they will not be able to bid on the same job for one (1) year.

If the employee is disqualified or elects on their own to return to their former job, he/she shall be returned to his/her former posting without loss of seniority.

The employee awarded the position shall receive the rate of the new position no later than twenty one (21) calendar days of the award if greater than his current rate.

2. Employees off for any reason other than vacation shall check the job tracker and bid on postings the first day back to work. The employee may bid on a job that was posted up to ten (10) calendar days prior to their return to work and receive it if they can fill the job.
3. Employees on vacation when a job is posted shall check the job tracker and bid on the first day back to 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 posting in his absence.
4. The Employer shall retain the job tracker of all job postings and awards. Such tracker shall be available for all employees and the Union to inspect. In addition the tracker shall be posted on the Union Board and reviewed at the monthly Labour management meetings.
5. Should an applicant apply for more than one posting and is successful in attaining more than one posting, the Employee must immediately choose which single posting 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 shall be awarded the job.

(c) When a temporary vacancy occurs, 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 etc.), the Employer may, insofar as the requirements and efficiency of operations will permit, make such temporary assignments available to qualified employees on a seniority basis. Such assignments will be posted and filled via an interest posting.

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

Checker  
Co-Pack  
CIP Operator  
Forklift Operator  
General Laborer  
Janitor  
Lab Technician  
Machine Operator 1  
Machine Operator 2  
Shipper  
Receiver  
Sanitation Technician

(e) The following jobs will be filled by the senior employee applying for the job who meets the minimum qualifications. It is understood part-time and seasonal employees are required to meet the minimum qualifications for the job listed. Minimum qualifications will not be changed during the length of the contract except by mutual consent of the Employer and Union.

Journeyman Millwright  
Journeyman Electrician  
Journeyman Fleet Mechanic  
Line Mechanic  
Micro Lab Technician  
Parts Planner  
Transfer Driver  
Transport Driver per km  
Shunter  
Filler Technician  
Syrup Maker

Minimum Qualifications By Job	
Journeyman Millwright	Must hold B.C. Journeyman ticket as Millwright or Electrician OR Interprovincial equivalency; AND must be willing to obtain a class 4 Power Engineering Certificate within eighteen (18) months of start date.
Journeyman Electrician	

<b>Minimum Qualifications By Job</b>	
Journeyman Fleet Mechanic	Must hold Journeyman Heavy Duty Equipment Mechanic or equivalent AND must be willing to obtain Class 1 with Air Brakes within 12 months.
Line Mechanic	Mechanical and Mathematical Aptitude demonstrated through successfully passing the Employer administrated test AND be willing to obtain a Class 4 Power Engineering Certificate within eighteen (18) months of start date. Passing grade is 70%.
Transfer Driver	Class 1 with air AND safe driving record.
Transport Driver per KM	Class 1 with air AND safe driving record.

<b>Minimum Qualifications By Job</b>	
Micro Lab Technician	Strong understanding of microbiology AND an ability to follow microbiological plating, identification and counting procedures. Strong understanding of microbiology demonstrated through the Employer administered test. Passing grade of 70%.
Shunter	Class 1 with air AND safe driving record.
Parts Planner	Mechanical and Mathematical Aptitude demonstrated through successfully passing the Employer administrated test. Passing grade of 70%.
Filler Technician	Mathematical Aptitude demonstrated through successfully passing the Employer administered test. Passing grade of 70%.
Syrup Maker	Mathematical Aptitude demonstrated through successfully passing the Employer administered test. Passing grade of 70%.

NOTE: All employees who are currently classified, upon date of ratification (March 25, 2018) who do not meet the minimum requirements as set out above for their classification shall be deemed to be grandfathered into such classification.

NOTE: Aptitude Test:

1. The Employer will provide employees with a sample test showing the general content of the aptitude test thus providing employees a way to simulate taking these test.

2. Once employees take the actual aptitude test, the Employer will meet with the employee to let them know their test result. A copy of the test results will be placed in the employee file.
  3. If the employee passes the test, they will not be required to retake the test for future job postings.
  4. If the employee fails the test, the Employer will provide (if available) general feedback as to areas for improvement.
- (f) The filling of Lead Hand Positions shall be posted and filled at the sole discretion of the Employer.

#### **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 Service Canada 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 to a maximum fifty two (52) weeks, at the rate of pay the employee was receiving on the date of termination.
- (e) The above shall not apply when an employee resigns or is discharged for just cause.

- (f) 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 (severance pay as per Article 14(d)).
- (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.

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

- (a) All employees covered by this Agreement shall be paid not less frequently than on a weekly basis (i.e., every Thursday), 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 Employer'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, premium pay, etc., such errors will be remitted to the employee on the following pay day.

## **16. ANNUAL VACATIONS**

Note: The parties agree Article 16(d) and Article 16(h) are effective as of January 1<sup>st</sup>, 2019.

- (a) 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. Employees obtaining full time status before April 1<sup>st</sup> of the year, will be credited with a full year for vacation entitlement purposes per below. Employees obtaining full time status on April 1<sup>st</sup> or later, will not be considered as having a full year of service when computing vacation entitlement: their vacation entitlement will be based on the

numbers of months worked as per below. For clarification purposes a partial month will be treated as a full month when an employee starts prior to the 15<sup>th</sup> of the month.

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.

Less than 1 year	1 day/month to max. of 10 days	4%
1 but less than 3 years	2 weeks	4%
3 years but less than 8 years	3 weeks	6%
8 years but less than 15 years	4 weeks	8%
15 years but less than 22 years	5 weeks	10%
22 years or more	6 weeks	12%

- (b) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of fifteen hundred and sixty (1,560) hours including all hours for General Holidays, vacations, bank time taken, lieu day(s), paid sick time, Jury Duty and Bereavement Leave Workers Compensation, and Short-Term Disability (STD), in the previous year the employee shall be eligible for vacations and pay vacation weeks or vacation pay at the percentage as above set forth, whichever is greater. 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.

Taxable Gross Earnings: Shall include all overtime payment, commissions or anything of a monetary value on which the employee has to pay income tax.

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

(d) **Vacation Booking Process**

Vacation Booking Process to start no earlier than January 1<sup>st</sup> and completed by the end of February each year. Vacation will be scheduled on a seniority basis by department as per Article 16(h). Vacations are to be taken between January 1<sup>st</sup> and December 31<sup>st</sup>.

Employees will be provided an opportunity to select full weeks of vacation by seniority, by department as per Article 16(h). 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 in their department.

If a senior employee does not select all of their vacation at their allotted time for any reason, those employees will be deemed to have "skipped" their opportunity and may, on an one time only basis, 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.

Once an employee’s vacation request is granted, the Employer shall immediately confirm the time off in writing. No vacations will be altered unless by mutual consent. After completion of the vacation booking process (i.e., the end of February or once the booking process has been completed by employees per department) employees will be permitted to change their vacation time. Changes shall be permitted if vacation minimums in Article 16(h) have not been met.

Employees who wish to use vacation time or bank time in January or February of the following year shall make such request in writing by November 1<sup>st</sup>. In the event that multiple employees ask for vacation time or banked time off on the same day, the request of the senior employee will be granted before the request of a more junior employee. It is understood vacation time takes priority over banked time requests. All such request will be approved within the next five (5) working days.

(e) 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. In addition the parties agree to the following: Vacation allotments not booked during the vacation booking process may be taken as single day vacations to a maximum of ten (10) days throughout the vacation year and shall be booked on a first-come first-serve basis as per the vacation minimums in Article 16(h). Subsequently, the Employer shall immediately confirm the time off in writing. Any unused vacation as of September 30<sup>th</sup> may be scheduled by the Employer excluding the ten (10) single day vacations. The Employer will payout unused vacation time to a maximum of two (2) weeks unless the taking of vacation time is beyond the employees’ control (i.e., STD, WCB, etc.).

(f) Annually, prior to February 1<sup>st</sup>, vacation pay shall be paid out if money is owed to an employee for the prior calendar vacation year.

There shall be no carry-over of vacation time.

(g) The Employer shall establish a policy to notify employee(s) of their shift, days of the week and start time(s) for their first week back to work after vacation. Such policy shall be communicated to all employees.

An employee who is on vacation shall not be recalled to work. Employees on vacation shall only be offered overtime subsequent to the employer exhausting all other options. With approval from the Employer, where a layoff occurs, senior employees may volunteer to take vacation to avoid junior employees from being laid off.

- (h) The Employer agrees the following are the vacation minimums for employees to be allowed off at one time.

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

<b>Departments</b>	<b>Minimum % Permitted Off</b>
Warehousing	15% (maximum 1 Shipper, 1 Receiver, 1 Shunter)
QC Department	15% (maximum 1 CIP Operator) *see note below
Production	15% (maximum 2 Filler Technicians)
Maintenance	15% **see note below
Fleet	15% (min 2 or more)
Transport	15%

\*Note: Janitors shall book their vacations separate from the QC department and their head count will not be used in the 15% calculation for the QC department. For clarification purposes Janitors minimum 15% permitted off calculation will be treated separately.

\*\*Note: The Parts Planner employee shall book his vacation outside of the 15% Maintenance Department above.

For clarification purposes, after the appropriate percentage is applied, any partial headcount will be rounded to the nearest whole person (i.e., 2.5 or greater would be one additional person).

## 17. GENERAL HOLIDAYS

- (a) It is agreed that all employees after thirty (30) working days and have worked for fifteen (15) of the last thirty (30) days shall be entitled to the following General Holidays, with pay, based on eight (8) hours of their classified rate.

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Day after New Year's Day (Jan 2 <sup>nd</sup> )	Labour Day	Boxing Day
National Day for Truth and Reconciliation		



- (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 (i.e., 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 an extra day's vacation without pay at a time mutually agreed to between the Employer and the employee; such day off can only be used within six (6) months.

The Employer shall post, for all shifts, by December 1st of the preceding year which day(s) shall be observed as the holiday and such dates shall not change unless mutually agreed upon by the Union and the Employer.

- (d) If a General Holiday falls on a Monday for Sunday to Thursday work week the General Holiday will be observed on the Sunday.

If a General Holiday falls on a Monday for Tuesday to Saturday work week the General Holiday will be observed on the Tuesday.

When a shift straddles two calendar days and a General Holiday falls mid-week the shift leading into the General Holiday will be designated off. A twenty-one (21) hour window from 00:00 to 21:00 will be designated as the general holiday for all shifts.

For clarification, mid-week is defined as any days which do not fall in conjunction with the employees scheduled days off.

Employees who are required to work a shift for any reason on the General Holiday (or their observed day), shall in addition to their regular Holiday pay, receive time and half their hourly rate for all hours worked on that shift. An employee shall only qualify for the overtime pay once per each General Holiday (or their observed day). If an employee's shift straddles a General Holiday (or observed day), or an employee works a shift solely on a General Holiday (or observed day) then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday (or observed day). If employees work on General Holiday (or their observed day), the employee shall receive a lieu day off without pay, if he so chooses, and will be given the option of taking a lieu day off without pay at a time mutually agreed to between the Employer and the employee; such day off can only be used within six (6) months.

- (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 Article 17(a) whether they fall on a regular scheduled work day or not provided that they qualify with respect to any one of the said Holidays as per Article 17(a) and/or (g).
- (g) Each employee who is absent due to a verified illness, when a General Holiday set out above occurs, shall be paid a full day's wages for such day based on his classified rate of pay.

## **18. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged by the Employer (or quits), he shall be paid in full on the next pay day for all monies owing to him by the Employer on the date of 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 one (1) seniority list for the entire Plant Staff.
- (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 provided the employee having the greater seniority has the skills and ability to perform the work in a satisfactory manner.

All probationary, and-seasonal and part-time employees will be laid off first before any full time employee is so affected.

During layoffs employees have the right to bump into a position held by the most junior employee of which they have the skills and ability to perform the work required. The bumping employee shall be paid the rate of pay for the work being performed.

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 rate of pay for the work they would have performed and overtime if involved.

### **(d) Probationary Period**

A probationary period of five hundred and twenty hours (520) worked shall apply in the case of new employees before seniority commences. The five hundred and twenty hours (520) hours must be completed within six (6) consecutive months.

After completion of the probationary period, full time employees shall be entitled to the rank of seniority as of their original date of hire.

- (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 three (3) working days without a legitimate reason; or
  - (v) A layoff exceeding eighteen (18) months at which time severance pay will apply per Article 14(d).
- (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) The normal work week for hourly employees is forty (40) hours. Employees who have completed their probationary period who are laid off shall receive twenty-four (24) hours' notice of layoff of two (2) days or more or eight (8) hours' pay in lieu thereof. At the Employer's discretion, the following shifts may be assigned:
  - (i) Five (5) days/eight (8) hours per day (shifts must account for two (2) consecutive calendar days off during the work week).
  - (ii) Four (4) days/ten (10) hours per day (shifts must account for three (3) consecutive calendar days off during the work week).

The Employer will post a preliminary work schedule for all employees each week by 5:00 PM on Wednesday. The Employer will post a final work schedule for all employees each week by 1:00 PM on Thursday. All employees and seasonals, must be scheduled to a shift.

Work weeks may be arranged on a Monday to Friday, Tuesday to Saturday or Sunday to Thursday basis. Such work weeks will be selected by employees on a seniority basis, by classification weekly without penalty. Employees wishing to change their work week shall notify the Employer prior to 9:00 AM on Thursday.

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

All premiums are to be paid at the rate stated throughout the collective agreement.

- (b) When an employee reports for his/her regularly scheduled shift, and has not been notified of a lack of work due to unforeseen circumstances at least two (2) hours prior to said shift will be provided with a minimum of four (4) hours' work or a payment of four (4) hours at his regular rate of pay.

When an employee reports for his/her regularly scheduled shift, and works over four (4) hours he/she will be paid a minimum of six (6) hours at his regular rate of pay. When an employee reports for his/her regularly scheduled shift, and works over six (6) hours he/she will be paid a minimum of eight (8) hours at his regular rate of pay.

- (c) The Employer agrees that if it becomes necessary to work "off-day" overtime, the opportunity for such overtime will be given on a by department, by seniority basis provided the employee is qualified to perform such duties. Any employee which commences work on an off day shall be provided minimum of four (4) hours work or payment of four (4) hours at his appropriate rate of pay.

Off day overtime shall be posted with at least twenty-four (24) hours of notice.

All off day overtime will be on a voluntary basis.

The Employer shall first distribute off day overtime work among qualified hourly employees who sign up for overtime based on seniority in the department and then to those hourly employees outside the department in seniority order who are qualified and who sign up for overtime.

- (d) The Employer agrees that if it becomes necessary to work continuation overtime to a shift (i.e., prior or after) the opportunity for such overtime will be given on a by department, by seniority basis provided the employee is qualified to perform such duties.

For a scheduled shift that is requiring overtime anticipated to be under one (1) hour the employee(s) currently performing the work shall first be offered the opportunity.

Where overtime work is needed and there are more qualified volunteers than required the more senior qualified volunteers receive overtime assignments.

If an employee refuses the overtime, the opportunity then passes to the qualified senior employee within the department, then the senior employee on shift.

Should the Employer fail to find a qualified volunteer then the Employer may assign the work starting with the most junior of those qualified to perform the required work and continuing in reverse order of seniority until the required qualified employees are assigned.

- (e) Any employee called in to work in any emergency after his regular working day has been completed and he has left the plant shall be paid a minimum of four (4) hours pay at time and half (1 ½). Any employee called to assist in an emergency which does not require their attendance at the plant shall receive two (2) hours of time and half (1 ½x) per call.
- (f) An employee will receive 1½ times their regular wage for all hours worked in excess of:
  - (i) eight (8) or ten (10) in a day (depending on regularly scheduled shift), or (Monday to Friday, Tuesday to Saturday and Sunday to Thursday), or
  - (ii) forty (40) in a week (excluding the hours worked in excess of either the eight (8) or ten (10)).

An employee will receive double their regular wage for all hours worked in excess of:

- (i) ten (10) in a day on an eight (8) hour shift, (Monday to Friday, Tuesday to Saturday and Sunday to Thursday), or
- (ii) eleven (11) in a day on a ten (10) hour shift, (consecutive with three (3) Consecutive days off), or
- (iii) forty eight (48) in a week (excluding daily overtime).

Notwithstanding the above, it is understood by the parties a week shall mean a period of seven (7) consecutive days.

- (g) 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.
- (h) All hourly paid employees will be paid (including overtime) by the minute. A minute will be calculated based on 1/60<sup>th</sup> of the applicable hourly rate.
- (i) A seventy-five cent (\$0.75) premium in year one (1) of the collective agreement and an eighty cent (\$0.80) premium in year two (2) of the collective agreement will be paid for each hour paid for on the afternoon shift.
- (j) A ninety cent (\$0.90) premium in year one (1) of the collective agreement and a ninety five cent (\$0.95) premium in year two (2) of the collective agreement will be paid for each hour paid for on the graveyard shift.

- (k) The time in which a shift starts shall define whether it is a day, afternoon or graveyard shift. The start time for these shifts is as follows:

<b>Shift</b>	<b>Start Time Window</b>
Day Shift	5:00 AM – 9:59 AM
Afternoon Shift	10:00 AM – 6:59 PM
Graveyard Shift	7:00 PM – 4:59 AM

Where a shift may contain multiple start times, such times will be selected by employees on a seniority basis, by classification weekly. Employees wishing to change their shift start time shall notify the Employer prior to 9:00 AM on Thursday.

- (l) It is intended that every employee shall have a minimum of eight (8) 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 eight (8) hours elapses, he shall be paid at overtime rates of time and half ( $1\frac{1}{2} \times$ ) for the entire shift that he is called in to work before he has received his full eight (8) hour break. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.
- (m) 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 full time employees. Should additional shift changes be required, these shall be worked on a voluntary basis.
- (n) Where shift work is in operation, it is agreed that all employees in such job classifications, within each department involved shall by seniority select their shift of preference on weekly basis. Employees wishing to change their shift preference shall notify the Employer prior to 9:00 AM on Thursday.
- (o) In the event that a 4 x 10 hour work week, with three (3) consecutive calendar days off, is introduced, the following guidelines shall apply:
- (i) Notice of change to or from a 4 x 10 schedule will be given through the normal posting procedure for shift schedules.
  - (ii) 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.
  - (iii) If a General Holiday is observed on a 4 x 10 employee's day off, the employee will have the option of receiving ten (10) hours pay or a day off, with pay, at a time mutually agreed between the Employer and the employee.
  - (iv) All such opportunities to be posted and filled by seniority.
- (p) 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.

- (q) Time off for General Holidays, vacations, sick time paid, Jury Duty, Bereavement, lieu day(s), Workers Compensation, and Short-Term Disability (STD), will be counted as time worked towards qualification for overtime premium pay.

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

- (a) No employee shall be worked longer than five (5) hours during his regular shift without an unpaid one half ( $\frac{1}{2}$ ) hour off for the purpose of eating a meal.

Each employee shall receive two (2) uninterrupted paid fifteen (15) minute breaks in each half ( $\frac{1}{2}$ ) of their daily shift.

- (b) An employee who works overtime shall be eligible for a fifteen (15) minute break subsequent to their first hour worked (of overtime) and shall receive a fifteen (15) minute break subsequent to every two (2) hours of overtime worked after that.
- (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 an overtime allowance of ten dollars (\$10.00).
- (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.

## **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. 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) When an injured employee is suitable for light duties, the Employer shall endeavor to have those light duties performed in the area where the employee normally would work if practical.

## **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. Such Agent of the Union agrees not to interrupt employees who are working without the prior permission of management. Permission to speak to employees who are working shall not be unreasonably delayed or denied.

## **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

- (a) It is not the intention of the Employer to extend its present practices with respect to the contracting out of work. However, in the event the Employer determines it is necessary to contract out any work normally performed by employees in the bargaining unit, the Employer will meet with the Union to discuss ways and means of reducing the impact of such change on the Employees affected.
- (b) The Employer agrees to meet monthly for scheduled meetings with a Maintenance Committee comprised of two (2) maintenance employees in order to discuss upcoming project plans that the maintenance group may be able to perform in addition to their regular duties on off days, if necessary.
- (c) Notwithstanding the foregoing, the Employer and the Union agree to utilize the expertise of the skilled trades department to ensure production and any production related work shall always be the first priority.

## 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.

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 recorded by the First-Aid Attendant within the First Aid Log Book.

- (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 Supervisor 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 Supervisor stating his illness, and if the employee wishes to go home or to a doctor, due to such illness, permission to do so will be granted by the Supervisor and shall be so entered into a record book. No person shall refuse the right to any employee to go home or to a doctor due to any illness or injury, which will be charged against the employee's sick leave.

- (d) **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) First-Aid attendants may be from the bargaining unit. It is understood by the parties every reasonable effort will be made to select first aid attendants from the bargaining unit.

First-Aid Attendants to receive for all hours worked:

\$0.35 cents per hour for a W.C.B. rated level I Certificate

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

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.

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 four (4) members from the bargaining unit and up to four (4) members from Management. 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 unless a working alone procedure per WorkSafeBC Alone or Isolation Procedures have been implemented.

## **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 orderly, disciplined and efficient operations. To do so, they can make, alter and enforce regulations, policies and practices to be observed by employees.

- (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.
- (e) The list of management rights above is not exhaustive. It does not exclude other functions that are not listed here. The Employer retains all rights not otherwise specifically and expressly covered by this Agreement.

### **30. HEALTH AND WELFARE PLAN**

Employees will participate in the PBC Hourly Flexible Benefit plan as set forth in the benefit program's official documents (as described in the employee benefit book). All items concerning the provisions of the agreement shall not be subject to negotiation, grievance or arbitration during the term of this agreement. The Employer shall pay one hundred percent (100%) of the LTD core benefit premium on or before June 1<sup>st</sup>, 2018.

### **31. SICK PAY PLAN**

- (a) As of January 1<sup>st</sup>, 2024, a full-time employee on a regular 5x8 schedule shall receive six (6) sick days per annum, at one hundred percent (100%) of regular earnings. As of January 1<sup>st</sup>, 2024, a full-time employee on a regular 3x12 schedule shall receive five (5) sick days per annum at one hundred percent (100%) of regular earnings. Employees may be requested by the Employer to provide medical evidence to support their absence.

In the calendar year that an employee reaches their full-time status, they will receive five (5) sick days according to the Employment Standards Act of British Columbia. If an employee is hired full-time prior to February 15<sup>th</sup> of that year, they will receive an additional one (1) sick day. In the year employees reach full-time status they will not receive both the Employment Standards Act of British Columbia five (5) sick days in addition to sick time outlined above.

- (b) Employees shall be allowed to use the above noted days solely in the case of:
  - (i) Employee illness or Injury, or
  - (ii) Personal/Family emergency
- (c) Unused sick days as of December 31<sup>st</sup> each year shall be paid out no later than February 1<sup>st</sup> of the following year at one hundred percent (100%) of the employees' classified rate of pay.
- (d) Seasonal and Part-Time employees will only receive sick days as per the Employment Standards Act of British Columbia.

## **32. 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.

## **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:

- (i) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
  - (ii) If the medical examination is taken after working hours or on 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:
  - (i) 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.
  - (ii) 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.

- (iii) The findings of the consultant shall be final and binding upon all parties.
  - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
  - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the Employer shall return the employee to work as expeditiously as possible. Should at any time during this process, the Union feels that the Employer is creating undue delay, the Union may refer such to the Grievance/Arbitration process.
- (c) 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) 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.
- (c) No employee shall be asked or required to service or maintain trucks.
- (d) 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.

- (e) The Employer shall not compel any employee 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 an employee is stopped by the Police or held up at the scales, due to overloading or any other reason involving the equipment he shall be paid for all such time at the applicable rate of pay.
- (f) No driver shall be permitted to allow other than employees of the Employer who are on duty to ride in his truck or vehicle, except with authorization of the Employer, 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 his scheduled hours 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, 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. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.
- (f) Each employee hired under a specific classification shall immediately be paid the rate for that classification, except for as expressed in Article 13, Section (b).

### **36. PENSION PLAN**

Employees will participate in the Retirement Plan for PBG Employees and for Salaried Employees of PepsiCo Canada ULC (registration Number: 0998955), as set forth in the pension plan's official documents (as described in the employee pension booklet). All items concerning the provisions of the pension plan shall not be subject to negotiation, grievance or arbitration during the term of this agreement.

### **37. GENDER**

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

### **38. TOOLS**

Millwrights, Electricians, Line Mechanics, and Fleet Mechanics shall supply and maintain their own tool kit and shall receive an annual tool allowance of six hundred and twenty-five dollars (\$625.00) in year one (1) of the agreement and six hundred and fifty dollars (\$650.00) in year 2 of the agreement which shall be paid annually in a taxable lump sum by January 15<sup>th</sup> of each year.

Other than as provided in (a) above, specialized tools (including attachments - i.e., drill bits, etc.) 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.

### **39. BANKING OF OVERTIME**

- (a) Employees can elect to convert overtime compensation into time off with pay subject to the following guidelines:
  - (i) By December 1<sup>st</sup> of each year or when a new employee has completed probation, each full time employee must make a decision to either bank overtime or receive overtime pay. For those employees wishing to bank overtime, they may bank either forty (40) or eighty (80) or one hundred twenty (120) hours per year.
  - (ii) Employees shall not be able to replenish the bank once a portion of the bank has been used.
  - (iii) Time is accumulated at the applicable overtime rate multiplied by the number of overtime hours worked.
  - (iv) Accumulated, banked overtime must be taken by April 1<sup>st</sup> of the following year. Any overtime not converted into time off with pay is paid out by the closest pay date after April 1<sup>st</sup>.
  - (v) An employee may start banking overtime effective January 1<sup>st</sup> each year or after completing his/her probationary period.
  - (vi) In the case of layoffs, reduction of work or slowdowns, banked days taken must be approved by Management. In addition employees will be able to use bank time at a mutually agreed time by both parties.

- (vii) After the vacation booking process is complete, Banked days, on a first come first serve basis, to a maximum of 80 hours, may be taken and will be approved based on the minimums set in article 16(h) during the periods of September 16<sup>th</sup> to November 14<sup>th</sup> and from January 1<sup>st</sup> to March 31<sup>st</sup>.

#### **40. LOSS OF BENEFITS**

No employee who, prior to the date of this Agreement, who is receiving more than the wage rates in Appendix "A" of this agreement or any other monetary benefits shall not suffer a reduction of wages or monetary benefit because of the adoption of this Agreement.

#### **41. TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND**

The Employer shall make contributions at the rate of two cents (\$0.02) per hour for all regular hours worked for each employee covered by this collective agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer. The above contributions shall commence on the 1<sup>st</sup> day of June, 2018.

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

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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## APPENDIX "A"

Departments/Job Classifications	Effective Nov 1/ 2023	Effective Nov 1/ 2024	Effective Nov 1/ 2025	Effective Nov 1/ 2026	Effective Nov 1/ 2027	Effective Nov 1/ 2028
<b>MAINTENANCE DEPARTMENT</b>						
Journeyman Millwright	\$48.03	\$50.48	\$52.76	\$54.60	\$56.23	\$57.92
Journeyman Electrician	\$48.03	\$50.48	\$52.76	\$54.60	\$56.23	\$57.92
Line Mechanic	\$39.19	\$40.76	\$42.39	\$43.66	\$44.97	\$46.32
Parts Planner	\$39.19	\$40.76	\$42.39	\$43.66	\$44.97	\$46.32
<b>FLEET DEPARTMENT</b>						
Journeyman Fleet Mechanic	\$48.03	\$50.48	\$52.76	\$54.60	\$56.23	\$57.92
<b>QUALITY DEPARTMENT</b>						
Lead Hand Quality	\$38.89	\$40.44	\$42.06	\$43.32	\$44.62	\$45.96
Syrup Maker	\$38.17	\$39.70	\$41.29	\$42.52	\$43.80	\$45.11
Micro Lab Technician	\$38.17	\$39.70	\$41.29	\$42.52	\$43.80	\$45.11
Lab Technician	\$37.84	\$39.35	\$40.92	\$42.15	\$43.41	\$44.72
C.I.P. Operator	\$38.17	\$39.70	\$41.29	\$42.52	\$43.80	\$45.11
Sanitation Technician	\$36.11	\$37.56	\$39.06	\$40.23	\$41.44	\$42.68
Janitor	\$23.33	\$24.26	\$25.23	\$25.99	\$26.77	\$27.57
<b>PRODUCTION DEPARTMENT</b>						
Lead Hand Production	\$38.89	\$40.44	\$42.06	\$43.32	\$44.62	\$45.96
Filler/QC Technician	\$38.17	\$39.70	\$41.29	\$42.52	\$43.80	\$45.11
Machine Operator I (filler operator (non QC Tech), Blow Mould)	\$36.61	\$38.07	\$39.59	\$40.78	\$42.00	\$43.26
Machine Operator II (Labeler, Packer, Depal, Parts Equipment Cleaner)	\$36.11	\$37.56	\$39.06	\$40.23	\$41.44	\$42.68
General Labour	\$33.46	\$34.79	\$36.19	\$37.27	\$38.39	\$39.54
Co-Packer	\$25.36	\$26.37	\$27.43	\$28.25	\$29.10	\$29.97
<b>WAREHOUSE DEPARTMENT</b>						
Lead Hand Warehouse	\$38.89	\$40.44	\$42.06	\$43.32	\$44.62	\$45.96
Receiver	\$37.84	\$39.35	\$40.92	\$42.15	\$43.41	\$44.72
Shipper	\$38.89	\$40.44	\$42.06	\$43.32	\$44.62	\$45.96
Transfer Driver	\$38.02	\$39.55	\$41.13	\$42.36	\$43.63	\$44.94
Checker (i.e., Certifier)	\$37.84	\$39.35	\$40.92	\$42.15	\$43.41	\$44.72
Shunter	\$36.61	\$38.07	\$39.59	\$40.78	\$42.00	\$43.26
Forklift Operator (i.e., Picker, Replenisher, Line Driver)	\$36.61	\$38.07	\$39.59	\$40.78	\$42.00	\$43.26
Sub Positions: (Repack, Recycler, Yardman)						
Transport Driver per kilometer	\$0.3492	\$0.3631	\$0.3776	\$0.3890	\$0.4006	\$0.4127

<b>Departments/Job Classifications</b>	<b>Effective Nov 1/ 2023</b>	<b>Effective Nov 1/ 2024</b>	<b>Effective Nov 1/ 2025</b>	<b>Effective Nov 1/ 2026</b>	<b>Effective Nov 1/ 2027</b>	<b>Effective Nov 1/ 2028</b>
Part Time	\$21.45	\$22.31	\$23.20	\$23.90	\$24.61	\$25.35
Seasonal	\$19.65	\$20.44	\$21.26	\$21.89	\$22.55	\$23.23

### **WAGE SCHEDULE NOTES**

- Journeyman Fleet Mechanics holding a Commercial Vehicle Inspection Certificate shall receive a premium of \$1.00 per hour in addition to their classified rate of pay.
- .A Journeyman holding a valid 4<sup>th</sup> Class Engineers or Boiler Certificate will receive a premium of \$0. 85/hour in year one (1) of the collective agreement and \$1.00/hour in year two (2) of the collective agreement over the established Journeyman Rate for all hours worked.
- An employee holding a valid 3<sup>rd</sup> Class Engineer Certificate will receive \$2.00 added to their current hourly base rate of pay. Such premium will be calculated in overtime hours.

NOTE: Employees holding both a 3<sup>rd</sup> and 4<sup>th</sup> Class Boiler Certificate will only receive the premium of the 3<sup>rd</sup> class Boiler Certificate. This will not apply to the current practice for employees receiving both premiums prior to date of ratification /2018.

- The Chief Engineer of the facility will receive \$0.65/hour added to their current hourly base rate of pay. Such premium will be calculated in overtime hours.
- Fleet Mechanic Lead Hand will be paid \$1.50 per hour more than the Fleet Mechanic wage rate. Such premium will be calculated in overtime hours.
- Maintenance/Millwright Lead Hand will be paid \$1.50/hour more than Millwright wage rate. Such premium will be calculated in overtime hours.
- C.I.P Lead Hand will be paid \$1.65 per hour more than the C.I.P wage rate. Such premium will be calculated in overtime hours.
- The Transport Driver shall be paid per mile, \$0.01/mile shift differential. Down time due to weather, road closures, or vehicle failure will be paid per hour at the same rate as the Transfer Driver classification. Shift differentials will be paid in accordance with the agreement.
- Certified Forklift Trainers will receive an hourly premium of \$0.40 per hour.
- Lead Hands shall not have managerial authority to hire, dismiss or discipline and/or under normal circumstances, schedule employees. They may be assigned to direct the workforce under the direction of Management.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**           **PEPSI BOTTLING GROUP (CANADA) ULC**  
                          **dba PEPSICO BEVERAGES CANADA**  
                          747 Chester Road, Delta  
                          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**

**RE: Article 21 – Lunch and Rest Periods**

As per discussion in bargaining, the Employer and Union agree to the following with respect to Article 21, Lunch and Rest Periods:

- The Employer shall maintain in its current practice of allowing employees to combine their two (2) fifteen (15) minute breaks or take them separately in lieu of taking their one half (1/2) hour unpaid lunch.
- Should at any time, the above practice interfere with the efficient operations, the Employer may, subsequent to discussion with the Union, suspend such practice in those operations affected as per Article 21 of this Agreement.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #2**

**BETWEEN:**        **PEPSI BOTTLING GROUP (CANADA) ULC**  
                     **dba PEPSICO BEVERAGES CANADA**  
                     747 Chester Road, Delta  
                     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**

**Re: License Training**

Should the Employer be unable to fill a vacancy or vacancies requiring a class one license within the bargaining unit the Employer shall provide support for an Employee(s) to obtain said license as per the following conditions:

- The Employee completes the training on their own personal time.
- The Employee is reimbursed to a maximum of \$7,500.00 only once successfully passing the training course and the trial period of the new job as per Article 13(b).
- The Employee shall agree that, if he or she voluntarily resigns their employment with the Employer within two (2) years of receiving the license, the Employee shall repay to the Employer on a prorated basis (i.e., after twelve (12) months \$3,750.00 repayment) the cost of training. This will be explained fully to the Employee by the Employer prior to signing the confirming document as per article 13.
- Where an employee posts into a job which requires an upgraded driver's license, they must complete such upgrade within one hundred twenty (120) calendar day period from the date of promotion (signing of confirming document) to become eligible to remain in the new job. If an employee fails to complete the license upgrade within the specified time period, they will be disqualified from the posting and will not be eligible

to bid on the same job for one (1) year. This one hundred twenty (120) calendar day period may be extended by mutual agreement in writing between the Employer and Union.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

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\_\_\_\_\_  
\_\_\_\_\_

PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #3**

**BETWEEN:**           **PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**  
 747 Chester Road, Delta  
 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

**Re: Training Program**

The Employer and Union agree that the Employer will initiate an interest posting process designed to provide training opportunities for employees. The following training opportunities shall be posted no later than May 1<sup>st</sup> of every year and training shall begin by September 30<sup>th</sup> of each year.

- Minimum two (2) postings.
- The Union and the Employer shall review the process and agree to continue such review in the subsequent years of this agreement.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #4**

**BETWEEN:**           **PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**  
 747 Chester Road, Delta  
 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****Re: Warehouse Operations**

As per discussion during bargaining, the Employer and Union agree to the following with respect to Warehouse Operations:

It is the Employer's intent to maintain the current practice with respect to the following duties within the Warehouse:

- Daily and Weekly Inventory Counts will continue to be performed by members of the Bargaining Unit.
- Period End Inventory Counts will continue to be performed by and/or in conjunction with Management.
- Check In Route Vehicles will continue to be performed by members of the Bargaining Unit.
- Inventory Reconciliation will continue to be performed by the Inventory Supervisor or his/her Designate.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #5**

**BETWEEN: PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**

747 Chester Road, Delta  
 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****Re: Apprenticeship Program**

As per discussion during bargaining, the Employer and Union agree to the following with respect to Apprenticeship Program.

Costs covered while in an Apprenticeship:

Tuition	100%
Books	100%
Parking	100%

Employees accepting an Apprenticeship role are required to maintain their employment a minimum of three (3) years from the date of their final course completion. In the event that an Employee terminates their employment prior to the three (3) years, re-payment of tuition, books and other associated costs paid for by the Employer will be on a prorated basis as outlined below.

If the employee voluntary resigns within the following amount of time successfully completing an approved job-related course:	The pro-rated repayment of all tuition reimbursement received shall be repaid by the employee as follows:
0-12 months	100%
13-24 months	66%
25-36 months	33%
After 37 months	0%

Apprentices shall be entitled to the Tool allowance as per article 38 of the collective agreement.



**Salary**

Hourly rate is determined by successful completion of each year of your Apprentice training based on the current Journeyman rate.

Starting Rate	70%
1 <sup>st</sup> Year	80%
2 <sup>nd</sup> Year	85%
3 <sup>rd</sup> Year	90%
4 <sup>th</sup> Year	95%
Successful completion of all coursework and ITA Hours	100%

**Benefits**

Eligibility to participate in the Health and Wellness Benefit Program.

**Vacation**

Vacation entitlement granted based on years of service as outlined in the existing Agreement.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

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PARTY OF THE SECOND PART:

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# LETTER OF UNDERSTANDING #6

**BETWEEN:** **PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**  
 747 Chester Road, Delta  
 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

## **RE: Group RRSP Match Program**

It is agreed, by the Employer and the Union, that the Group RRSP match program shall have been closed to new entrants as of February 4<sup>th</sup>, 2018. Therefore the existing Employees who were enrolled in the program as of February 4<sup>th</sup>, 2018 shall be grandfathered in the program for as long as they continue to make contributions to the program and remain employees of the Employer.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #7**

**BETWEEN:**           **PEPSI BOTTLING GROUP (CANADA) ULC**  
                               **dba PEPSICO BEVERAGES CANADA**  
                               747 Chester Road, Delta  
                               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**

**Re: Relief Positions**

The parties have agreed to use Relief Positions based on the following:

1. The following Classifications will have relief positions:

Lead Hand, Syrup Maker, CIP Operator, Filler/QC Technician, Shipper, Shunter, Checker,  
 Machine #1, Machine #2

2. Relief positions will be posted and filled per Article 13.
3. Employees may only hold one (1) relief posting at a time.

In addition, the parties agree the following shall apply for relief positions.

1. Relief positions can be declined by an employee after providing the Employer with 60 days' notice provided they have held said relief position for a minimum of twelve (12) months from the date they completed the 30-day trial period.
2. A relief person can apply for a temporary position per article 13(c).
3. A relief person shall book his holidays, and be counted in the headcount based on his original classification
4. When working in a relief position for a full work week employees shall exercise their seniority per article 20(a), (k), (n) in the classifications they are relieving.

5. When working in a relief position for less than a full work week the employee shall be placed where the vacancy exists provided no provisions of the collective agreement is violated. The remaining days the employee shall select their shift and start time within their posted classification subject to the provisions of article 20.
6. When working in a relief position such employees may exercise their seniority in accordance with the article 20(d) on a daily basis in the department they are relieving.
7. Employees with relief positions may exercise their seniority in the department of the classification they are relieving per article 20(c), in addition to their posted department provide they were scheduled for three (3) or more shifts in a given work week. Where an employee has made themselves available for overtime in two departments, preference in scheduling of the overtime work will be given to the department they are relieving first. Once an employee accepts an overtime assignment, he cannot change overtime assignment unless it is mutually agreed upon with the employer.
8. Employees filling relief positions will be assigned work in such position prior to qualified seasonal, or part-time employee, subject to point 5 or otherwise receive the applicable relief rate of pay for hours worked in their posted qualifications.
9. If any matters arise regarding this Letter of Understanding the parties will meet immediately in order to find a mutually agreeable resolve within a timely fashion. If either the Employer or the Union cannot come to an agreement on a resolve, then either Party shall have the right to have the matter referred to binding mediation by giving the other Party thirty days (30) calendar days' notice in writing.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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## LETTER OF UNDERSTANDING #8

**BETWEEN:** **PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**  
 747 Chester Road, Delta  
 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

#### **Re: Sub Positions Fork Lift**

The parties have agreed to the following regarding Fork Lift Sub Positions:

1. Re-pack, Recycler and yardman are not classification. Re-pack, Recycler, and Yardman are sub positions within the Forklift Operator Classification.
2. The Employer will continue the practice of assigning other job duties within the Forklift Operator Classification to individuals with the skills and ability by seniority, in so far as the requirements and efficiency of operations will permit. It is understood by the parties "efficiency" is not to be interpreted to mean the performance of an individual employee.

When continuation overtime at the end of a shift or off day overtime is necessary the Employer will assign the other job duties within the Forklift Operator Classification to individuals with the skills and ability by seniority, insofar as the requirements and efficiency of operations will permit.

If continuation overtime is required prior to a shift the assignment of such overtime work will be at the sole discretion of the Employer.

3. If a forklift Operator position becomes vacant and this simultaneously creates a vacancy in on the Sub position(s) the Employer shall first post the Forklift Operator job. Once the posting procedure, per article 13, for the Forklift operator job has been completed then the Sub position shall be posted per the posing procedure in article 13 provided the Employer deems the sub position is required. The successful Forklift Operator awarded the sub position will remain said sub position for twelve (12) months from the date of the award. Should a Forklift Operator apply for more than one sub position and is successful in attaining more than

one sub position, the Forklift operator must immediately choose which single sub position he prefers, and thereby relinquishes any rights to the un-chosen sub position(s).

Notwithstanding the above, once a forklift operator has been in a sub position for more than twelve (12) months he may now turn down the sub position, provided he gives at least sixty (60) days of notice to the Employer.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

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PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #9**

**BETWEEN:** **PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**  
 747 Chester Road, Delta  
 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****Re: Premiums Associated with Banked O/T**

The parties agree to the following regarding premium pay (non-banked premiums) connected to the banking of overtime process:

1. The Employer shall pay out all premiums associated with banked overtime when employees have achieved the following levels within their bank: 40 hours /80 hours/120 hours.
2. At each or any of the intervals above, the employee may request (using the form identified by the Employer) the itemized document/spreadsheet used to calculate his/her premium pay out.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PARTY OF THE FIRST PART:**

**PARTY OF THE SECOND PART:**

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**LETTER OF UNDERSTANDING #10**

**BETWEEN:**           **PEPSI BOTTLING GROUP (CANADA) ULC**  
                               **dba PEPSICO BEVERAGES CANADA**  
                               747 Chester Road, Delta  
                               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****Re: Overtime Scheduling – Off Day/Consecutive**

If the Employer determines that it is necessary to utilize overtime to complete work through "off-day" Overtime (posted with at least 24 hours' notice) then it will fill such work as per Article 20(c).

If an employee has made themselves available (has complied with the canvassing process required by the Collective Agreement), to work such off-day overtime, where such overtime occurs immediately after or prior to his/her shift, such overtime will be offered to this employee on a by department, by seniority basis provided the employee is qualified to perform such duties. Such overtime will count only towards the weekly overtime calculation in Article 20(f)(ii) or 20(f)(iii) whichever is applicable

Employees will only be permitted to work one overtime shift immediately prior or after their normally scheduled shift per week (Sunday to Saturday) as outlined below:

- Eight (8) hour shifts can work one overtime block of 8 hours.

Note: The Employer shall schedule all 8 hour blocks first. If any 8-hour block remains unfilled the employer may then offer such overtime in 4 hour blocks to any remaining candidates on the original signup sheet.

- Ten (10) hour shifts can work one overtime block of 6 hours
- Twelve (12) hour shifts can work one overtime block of 4 hours

The Employer will determine overtime blocks when required with the understanding that a four (4) block will be the minimum block posted.



If the Employer determines that it is necessary to utilize overtime to complete work that cannot be posted with at least 24 hours' notice, then the Employer shall determine whether the overtime shall be off day or continuation and the Employer agrees that the opportunity for such overtime will be offered and paid per the collective agreement.

Overtime shifts before or after an employee's regular shift will not be permitted unless Employees have 8 hours rest before and after the combined overtime/regular shift.

If any Full-Time Employee is not assigned a full 40 hours in a week(Sunday to Saturday)due to lay-off only, then the Employer may offer work on any day of the week the Employee has not already been scheduled, including the Employee's off-day, to bring them up to 40 hours before assigning overtime. Full-Time Employees scheduled to the work-week where the need arises shall have first option at available work by seniority, after which available work shall be offered to Full-Time Employees scheduled on other weeks by seniority.

Seasonal and Part Time Employees will only be offered such additional work within their scheduled work-weeks, in order of seniority, and after Full-Time Employees without 40 hours haven been offered such work.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #11**

**BETWEEN:**           **PEPSI BOTTLING GROUP (CANADA) ULC**  
                          **dba PEPSICO BEVERAGES CANADA**  
                          747 Chester Road, Delta  
                          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**

**Re: Work Week Transitions by 4 x 10's**

1. When the Employer requires an employee to change work weeks and cannot provide two(2), or three(3) consecutive days off the employer may use a 4 x 10 work week to transition such employee, based on the following conditions:
  - (a) When an employee reports for his/her regularly scheduled shift, and has not been notified of a lack of work due to unforeseen circumstances at least two(2) hours prior to said shift will be provided with a minimum of four(4) hours work or a payment of four(4) hours at his regular rate of pay.
  - (b) When an employee reports for his/her regularly scheduled shift, and works over four(4) hours he/she will be paid a minimum of six(6) hours at his/her regular rate of pay. When an employee reports for his/her regularly scheduled shift, and works over six(6) hours he/she will be paid a minimum of ten(10) hours at his/her regular rate of pay.
  - (c) The transitional 4x10 work week must account for a minimum of two(2) consecutive calendar days off.
  - (d) The transitional 4x10 work week is not an opportunity for any other employee to select as it is only being implemented to facilitate the required movement of the employee by the employer.

- 2) If an employee works seven (7) consecutive, eight (8) hour days, within their work week, the seventh (7<sup>th</sup>) day worked shall be paid at double time(2X) their regular wage rate.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #12**

**BETWEEN:** **PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**  
 747 Chester Road, Delta  
 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****Re: 3 x 12 Work Week**

During the 2020 round of collective bargaining negotiations the Employer expressed their may be a need to have a 3 x 12 work week in order to support growth of production volume at the Delta Plant. Such growth would see new job opportunities for the bargaining unit and additional union members.

In the event the Employer introduces 3 x 12 work week the parties have agreed the following will apply:

1. The 3 x 12 work week will consist of Friday, Saturday and Sunday or Saturday, Sunday and Monday. Three (3) days / twelve (12) hours per day (shifts must account for four (4) consecutive calendar days off during the work week).
2. The 3 x 12 work week will be effective for a minimum of fifteen (15) calendar days. If the Employer wishes to discontinue this work week a minimum of thirty (30) calendar days' notice will be provided to all employees, and such cancellation of the 3 x 12 work week shall be without penalty to the employee. The Employer will meet with the Union thirty (30) days prior to re-implementing the 3 x 12 hour work week to discuss its implementation.
3. The staffing of the 3 x 12 work week opportunities will be posted and filled first by full time employees on a voluntary basis, by classification, by seniority, then by part timers on voluntary basis provided they are qualified to perform the work required. Failure to have enough full time employees and part time employees to fill all the required opportunities they will be filled as follows:
  - a) First by seasonal employees provided, they are qualified to perform the work required.

- b) Second, by part timers as per Article 1(f)(2) provided they are qualified to perform the work required.
- c) Third, by the junior full time employee in the required classifications.

Employees required by the Employer to move onto, or off the 3 x 12 work week shall be without penalty to such employees. Employees who request to move onto, or off the 3 x 12 work week shall be without penalty to the Employer.

Note: Employees that did not volunteer to go on the 3 x 12 but were moved onto that shift above are not required to follow the three months consecutives highlighted in four (4) below.

4. The 3 x 12 work week will be open for rebidding to employees on a quarterly basis as follows:
- End of P3
  - End of P6
  - End of P9
  - End of P13

The rebidding procedure will begin 6 weeks prior to end of the Quarter and will be finalized four (4) weeks before the start of the next Quarter. The rebidding procedure will be posted and filled based on point three (3) above.

Employees who no longer wishes to volunteer for the 3 x 12 work week can request to opt out once they have been on such work week for a minimum of three (3) consecutive months. The employee will provide thirty (30) calendar days' notice to the Employer in writing.

The vacant work week will then be filled as per point three (3).

Chart "A" below is an example of how an employee would transition from a 5 x 8 work week to a 3 x 12 work week.

Chart "A": Employee moving from M-F (5 x 8) to F-S (3 x 12)

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1		8	8	8	8	8	
Week 2						12	12
Week 3	12					12	12

Chart “B” below is an example of how an employee would transition from a 3 x 12 work week to a 5 x 8 work week.

Chart “B”: Employee moving from F-S (3 x 12) to M-F (5 x 8)

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1						12	12
Week 2	12	8	8	8	8	8	
Week 3		8	8	8	8	8	

5. Each employee on the 3 x 12 work week shall work and be guaranteed twelve (12) hours of work or pay each day unless they have been notified of a lack of work due to unforeseen circumstances at least two (2) hours prior to said shift. Subsequently, if an employee is not notified at least two (2) hours prior to said shift they will be guaranteed twelve (12) hours of work or pay at their regular rate of pay. Such pay shall be deemed as hours worked. Employees who are laid off shall receive twenty four (24) hours' notice of layoff or twelve (12) hours' of pay in lieu thereof. Such pay shall be deemed as hours worked.
6. a) Layoff For A Full Week & Employee remains on 3 x 12

Employees who are laid off from any work week for a full week may exercise their seniority rights as per Article 19. The posted 3 x 12 work week employees will be recalled to their 3 x 12 work week when the work is required. Employees who are facing such layoff will be move to the appropriate work without penalty to the employer.

b) Layoff For Two (2) days or less

In the case of daily layoff of two (2) days or less (consecutive or nonconsecutive), employees shall not be allowed to bump between work weeks (i.e. 5 x 8 to 3 x 12, 3 x 12 to 5 x 8).

c) Opt out of 3 x 12 due to Layoff

In the case where an employee experiences a layoff of three (3) or more days (consecutive or nonconsecutive) during the three (3) consecutive month period, said employee may opt out from the 3 x 12 schedule meaning the three (3) consecutive month minimum and the written notice as per point 4 above will not apply. Employees who opt out shall be without penalty to the Employer. Employees will provide notice prior to 9:00am on any Thursday.

7. All employees required to work a twelve (12) hour work day will be paid at their classification rate for each regular scheduled twelve (12) hour shift worked, and after completion of 12 hours worked the employee will be topped up by 1.33 hours on the day they complete 12 hour worked. Such top up shall be deemed as hours worked and all premiums will be paid on the top up.
8. All Shifts shall be a day shift and/or graveyard shifts. Day shift shall start at 6am and graveyards at 6pm except for employees in the Quality Control department who's day shift may start at 5am and/or 6am and their graveyard shift may start at 5pm and/or 6pm. A shift premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid for all hours worked on the graveyard shift. The premium shall not be paid where such shifts are worked as overtime nor used in overtime calculations. Such shifts once selected by employees will be assigned as per article 20(n) of the collective agreement.
9. Employees on 3 x 12 work will be paid overtime as follows:
  - All hours worked in excess of twelve (12) hours in a day shall be paid at two (2) times their regular wage.
  - An employee will receive 1½ times their regular wage for all hours worked in excess of forty (40) in a week (excluding daily overtime).
  - An employee will receive double their regular wage for all hours worked in excess of forty eight (48) in a week (excluding daily overtime).
  - Any employee which commences work on a non-scheduled day shall be provided minimum of four (4) hours work or payment of four (4) hours at their appropriate rate of pay.

Time off for General Holidays, vacations, sick time paid, Jury Duty, Bereavement, lieu day(s), Workers Compensation, and Short-Term Disability (STD), will be counted as time worked towards qualification for overtime premium pay.

#### 10. Breaks

Employees on the 3X12 work week shall receive two (2) twenty (20) minute paid breaks, and one thirty (30) minute paid breaks. Such pay breaks shall be deemed as hours worked.

#### 11. General Holidays

It is agreed that all employees after thirty (30) working days and have worked nine (9) of the last thirty (30) days shall be entitled to the General Holidays as per article 17(a), with pay, based on twelve (12) hours of their classified rate. For those who work on the General Holiday, overtime provisions shall apply as per article 17.

An employee shall be paid for each General Holiday even if it falls on his weekly days off. 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 an extra day's vacation without pay at a time mutually agreed to between the Employer and the

employee; such day off can only be used within six (6) months.

Example below shows where the Statutory Holiday will be observed:

Friday-Sunday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Stat	Sunday	Sunday	Friday	Friday	Stat	Stat
Saturday-Monday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Stat	Stat	Monday	Monday	Saturday	Saturday	Stat

## 12. Vacation

All vacation weeks will be paid as full weeks of vacation for all employees working a 3 x 12 work week. A vacation week will equal the three (3) regularly scheduled twelve (12) hour days and will be equivalent to a forty (40) hour vacation week. The scheduling of vacation weeks will be approved based on minimums set in article 16(h) of collective agreement. A single one (1) day of vacation would equal thirteen 13.33 hours (i.e. 40hrs/3 days = 13.33hrs). A vacation 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.

### Single Vacation Days

In a calendar year employees on a 3 x 12 work week are restricted to take only three (3) single vacation days. If an employee uses all three (3) single vacation days when on a 3 x 12 work week and then transitions to another work week (i.e. 5 x 8, or 4 x 10) for any reason they will be restricted to take only five (5) single vacation days for the remainder of that calendar year. Subsequently, if an employee uses only two (2) or one (1) single vacation days when on a 3 x 12 work week and then transitions to another work week (i.e. 5 x 8, or 4 x 10) for any reason they will be restricted to take only seven (7) or nine (9) single vacation days for the remainder of that calendar year.

Days / Hours used on 3 x 12	
3	(40hrs)
2	(26.67hrs)
1	(13.33hrs)

For employees using single vacation days on a 3 x 12 work week, their total annual vacation hours allotment as per Article 16 will remain unchanged.



### 13. Sick Pay Plan

The Sick Pay Plan will be applied to employees on a 3 x 12 work week in accordance with Article 31 of the collective agreement.

14. For purposes of interpretation for other sections of the collective agreement, such an employee's "day" will consist of twelve (12) hours and "a day's pay" shall consist of twelve (12) hours at their regular straight time rate, rather than the customary eight (8) hours, or ten (10). For example, bereavement leave, jury duty, bank time, General Holiday would be paid out at twelve (12) hours.
15. If any matters arise regarding this Letter of Agreement, the parties will meet immediately in order to find a mutually agreeable resolve within a timely fashion. If either the Employer or the Union cannot come to an agreement on a resolve either party may invoke the grievance procedure. In addition, either party may cancel this letter of agreement by giving the other Party thirty (30) calendar days' notice in writing.
16. In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: husband, wife, mother, father, mother or father-in-law, step-parents, children, sister, and brother. A three (3) day leave of absence with two (2) of the days paid and one (1) of the days unpaid will be granted in the event of death of a sister-in-law, brother-in-law, grandparents, and grand-children. The employee shall notify his supervisor as soon as possible. Additional time off without pay may be requested in writing by the employee.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #13**

**BETWEEN:** **PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**  
 747 Chester Road, Delta  
 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****Re: 10 Hour and 12 Hour Shift Suspension Equivalents**

The parties agree that, should an employee on a 12-hour or 10-hour shift schedule be disciplined in the form of a suspension, such suspensions listed below shall be treated and administered as follows:

<b><u>Suspension</u></b>	<b><u>10-hour equivalent</u></b>	<b><u>12-hour equivalent</u></b>
1-day suspension	One 10-hour day	One 12-hour day
3-day suspension	Two 10-hour days	Two 12-hour days
5-day suspension	Four 10-hour days	Three 12-hour days

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #14**

**BETWEEN: PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**

747 Chester Road, Delta  
 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

**Re: New Hire Wage Progression**

Save and except for Skilled Trades and Janitors it is understood that employees who become regular full-time after March 9<sup>th</sup>, 2024 shall be remunerated as follows:

- First 12 months of becoming Regular Full-Time: 90% of the Full-Time rate
- After 12 months worked (excluding STD/LTD/LOA): 100% of the Full-Time rate

The parties understand that the New Hire Wage progression does not apply to any existing employee employed as of the date of ratification (March 9<sup>th</sup>, 2024).

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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**LETTER OF UNDERSTANDING #15**

**BETWEEN:** **PEPSI BOTTLING GROUP (CANADA) ULC**  
**dba PEPSICO BEVERAGES CANADA**  
 747 Chester Road, Delta  
 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

**Re: Pension**

The following is confirmation with regards to the discussion during bargaining with regards to the current DC Pension Plan:

- The Company has commenced a market review of the current pension plan
- Subsequent to the above noted review, should the Company decide to adjust the Pension Plan, the employees under this agreement shall receive the benefit of such.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

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