

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COCA COLA CANADA BOTTLING LIMITED**

**AND**

**TEAMSTERS LOCAL UNION No. 213**



**April 4<sup>th</sup>, 2023 – April 3<sup>rd</sup>, 2029**

**TONY SANTAVENERE**  
**Secretary-Treasurer**

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THIS AGREEMENT entered into this 4<sup>th</sup> day of April, 2023.

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

(hereinafter referred to as the "Company")

**PARTY OF THE FIRST PART**

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

(hereinafter referred to as the "Union")

**PARTY OF THE SECOND PART**

**1. BARGAINING AGENCY AND DEFINITION**

- (a) The Company recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority, and shall include temporary or so called casual employees in the unit, employed at 2471 Viking Way, Richmond, B.C., 7200 Nelson Road, Richmond, B.C., 44520 Yale Road, Sardis, B.C. and 2450 United Boulevard, Coquitlam, B.C.

Notwithstanding the above, all employees of the Company, employed in the capacity of "Account Managers" shall be excluded from the bargaining unit.

- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. In the event that any person is taken into employment (i.e. performs work of any kind) and there is no classification or wage rate contained in this Agreement for the job which that person would be doing, then the Union and the Company shall immediately negotiate a classification and wage rate for that person. Failure to agree by the parties, either party shall have the right to have the matter referred to Arbitration as contained in this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein, except for work of an instructional (a member of the bargaining unit must be present) or emergency nature or due to the non-availability of bargaining unit personnel. Abuse of this provision shall be cause for a grievance.

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

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

The Company agrees that there will be no lay-off, reduction in the hours of work of any employee, or postponement of recall of an employee on layoff by reason of the performance of such work by persons other than members of the bargaining unit. The Company may give assistance in the placement of racks but this assistance shall be given when bargaining unit employees are making such placements.

- (d) A seasonal employee shall mean an employee within the bargaining unit engaged as such for work of a temporary nature during the period from April 1<sup>st</sup> to September 30<sup>th</sup> or from November 15<sup>th</sup> to January 8<sup>th</sup> of the following year.

A seasonal employee who remains in the Company's employ beyond the seasonal periods described above or who has been, prior thereto, accepted by the Company as a regular employee shall thereupon cease to be considered as a seasonal employee and their seniority shall date from their original date of hiring.

Any seasonal employee who, after September 30<sup>th</sup> or January 8<sup>th</sup> is accepted by the Company as a regular employee shall have seniority as of their latest date of hiring, but shall be deemed to have completed such part of their probationary period as may be determined by the number of days actually worked in the six (6) months immediately preceding their latest date of hire.

Seasonal employees shall not acquire seniority.

- (e) A "temporary employee" shall mean an employee who is hired on a temporary basis to replace a regular employee who is temporarily absent from work for any reason. Temporary employees shall not acquire seniority. However, if a temporary employee applies for and receives a posted job their seniority shall be determined in accordance with the provisions of Article 13 (c) and Article 19 hereof. During seasonal employment periods temporary employees shall have priority of employment opportunity over seasonal employees working at the same location. If a temporary employee completes 1,000 hours of work replacing a regular employee who is temporarily absent (at the same location), they shall become a regular employee with seniority to be dated from the date of such change. This employee will be classed as a "Floater" until such time as they post into a regular job or is assigned to a regular job by the Company where such job cannot be completed pursuant to the posting procedure and the employee is qualified to do the job. Concurrently the Company shall post a full time posting for the location where the temporary employee's hours were accumulated. The job shall be posted as per the posting procedure. Prior to posting the job the Company will provide the Union with a copy of such posting, and written documentation showing the hours/location of when the job was generated.

## 2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including April 4<sup>th</sup>, 2023, to and including April 3<sup>rd</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 Company shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

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 Company to hire whomever they choose, subject to the Seniority provisions contained herein, but it shall so notify the Union Hiring Hall so that the Union may have the opportunity to provide the Company 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 Company agrees however, that when they do hire new employees they will have each new employee fill in the required membership cards supplied by the Union before commencing actual work, and shall remit such cards directly to the Union.

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

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

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

- (a) The Union shall each month mail to the Company a checkoff form, in duplicate, setting out the names of each employee in the Union and the amounts of dues, etc. they owe. The Company shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in 3 (d) herein.
- (b) All employees referred to above will be required to sign authorization for checkoff of Union dues and levies which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.
- (c) The Company shall deduct and pay over to the Secretary of the Union, any monthly dues and levies levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of each following month, and one (1) copy of the checkoff list as above mentioned.
- (d) The Company will include on the employee's T-4 slip the amount of union dues deducted.

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

- (a) The Company shall allow time off work, without pay, to any person 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 Company shall not be responsible for payment of wages to the employee nor for the making of contributions to pension funds, life insurance or any other payments required to be made by the Company under this Agreement.

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

- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing them from reporting to work, they will automatically be granted leave of absence, without pay, until such time as their doctor states they can return to work. In such cases, the employee shall provide the Company with notice of their return to work so as not to cause the Company to be liable for any pay to other employees who have filled the temporary vacancy.

If an employee having completed two (2) years continuous services as a regular full-time employee, desires a leave of absence for reasons other than those referred to above or for purposes of furthering their education, they must obtain permission in writing for the same from the Company and the Company will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied.



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 Company to make alternative arrangements for the work being done.

In any instance where an employee accepts other employment without the consent of Management, when on leave of absence or vacation for any reason, their employment may be terminated, except as provided for in 5 (i) subject to proper proof of same.

- (d) When an employee suffers an injury or illness which requires their absence, they shall report the fact to the Company as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Company notified of correct address and phone number at all times.
- (e) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for four (4) days. Immediate family means: spouse, parents, parents-in-law, step-parents, children, siblings and grandparents. A one (1) day leave of absence with full pay will be granted in the event of death of a sibling-in-law, and grand-children. The employee shall notify their supervisor as soon as possible. All such leaves shall be taken within a two week period from the date on as which the death occurred, unless as otherwise approved, in writing, by the Company.
- (f) All time lost by an employee due to necessary attendance on Jury Duty or Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make themselves available for work before or after being required for such duty, wherever practicable. All Jury Duty pay or witness payments received by the employee from the Courts shall be reimbursed to the Company by endorsement of Jury Duty cheque and/or witness fees to the Company. In order to be paid under this Article an employee must meet all of the following eligibility requirements.
  - (i) The employee shall have passed their probationary period as of the date of commencement of the Jury Duty.
  - (ii) The employee shall have given prior notice to the Company that they have been summoned for Jury Duty. The Company shall be provided with a copy of such notice received by the employee forthwith, upon its receipt by the employee.
  - (iii) The employee shall furnish satisfactory evidence to the Company that they reported for or performed Jury Duty on the days for which they claim payment.
  - (iv) Employees on leave of absence, or on normal days off, will not receive payment.
- (g) When any employee hereunder is either elected or appointed to a full time job with the Union, they shall be granted leave of absence for a period not to exceed five (5) years or until such time as their job with the Union ceases whichever is lesser. During such leave of absence the Company shall not be responsible for payment of wages to the employee nor for the making of contributions to pension funds, life insurance or any other payments required to be made by the Company under this Agreement. All such requests are to be made by the Union to the Company, in writing, and at least one (1) month in advance of the leave taking place.

- (h) Employees having completed two (2) years continuous services as a regular full-time employee, may make requests for a leave of absence up to sixty (60) days and shall receive such leave once every three (3) years which may be taken in conjunction with their annual vacation. This shall be restricted to three (3) per seniority list (one (1) per classification) as approved by the Company. Employees shall make such request, in writing, at least thirty (30) calendar days prior to commencement. The Company shall provide a written response within fourteen (14) calendar days of receiving such request.
- (i) If an employee employed in a classification requiring a driver's licence suffers revocation of their driver's licence they will be re-classified to the "Inside Seniority List" provided they are capable and the work is available and such work will not result in the bumping of a regular employee. The employee will be considered the lowest seniority full time employee on the Inside Seniority List while they remain on this list. If such employee cannot be re-classified, the Company shall grant a leave of absence to such an employee who has suffered a revocation of their driver's licence up to sixteen (16) months duration, in writing, with a copy to the Union.

Where the driver's license of such employee is revoked, they shall immediately notify the Company and refrain from operating company vehicles which require such license. Notwithstanding, where an employee operates a vehicle without a driver's license such infraction shall be just cause for discipline.

The employee may only take advantage of this section once while in the employ of the Company. It is understood that these provisions shall not apply in the case of an at work offence which results in the discharge of the employee, provided such discharge is upheld in the Grievance Procedure.

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

## **6. SHOP STEWARDS**

- (a) There shall be a Chief Steward and a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Company live up to the provisions of this Agreement and to report any infractions of such provisions to the Manager, who shall promptly deal with same. Such Chief Steward and Shop Steward shall be appointed by the Union and shall be an employee of the place in which they are a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.
- (b) The Chief Steward/Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Chief Steward/Shop Steward shall report to the Union Officers any violations of this Agreement.



- (c) The Company shall recognize the Chief Steward and Shop Steward selected in accordance with the Union rules and regulations, as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The maximum number of Stewards shall be one (1) Chief Steward, four (4) Production (Viking), four (4) Warehouse (Nelson), two (2) sales (Nelson), three (3) Warehouse (Mayfair), two (2) Sales (Mayfair), one (1) at Chilliwack and one (1) at Sunshine Coast Sales Centre.
- (d) The Union will advise the Company of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.
- (e) The grievor, or the employee being disciplined, shall have the right of choice of which Shop Steward they prefer provided the Shop Steward is immediately available and at the employee's location.

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

- (a) The Company shall provide and maintain for each employee, free of charge, with the following:
  - (i) To each Sales employee covered by this Agreement, upon completion of twenty-two (22) working days, with at least two (2) complete uniforms consisting of two (2) jackets, one (1) jacket liner, five (5) pair of trousers or shorts, and one (1) clean shirt for each working day. Sales employees shall include all Drivers (Route, Pre-Mix, Vending, Signs, etc. and all Helpers, except seasonal or other short-term employees).
  - (ii) Bottling crews and Production, Shipping and Receiving employees shall receive at least two (2) pair of clean shirts and pants each week, except seasonal or other short-term employees.
  - (iii) All other classes of employees, Washers, etc. shall receive at least two (2) pair of coveralls each week.
  - (iv) The Company will supply jackets for forklift drivers, leather gloves for drivers as old gloves are turned in, and brooms for all trucks.
  - (v) Mechanics shall receive three (3) pair of properly fitted coveralls each week.
- (b) It is understood that the Company will bear all cost of supplying and cleaning of these articles of clothing and that they shall be its property at all times. It is agreed that all new clothing shall be issued or replaced upon normal use and that employees will return all clothing upon Company's request for replacement.
- (c) Additionally, the Company will provide rain jackets to Sales employees, as defined above, covered by this Agreement.

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

- (d) All uniforms and coveralls, etc. shall be serviced. The Company will endeavour to utilize a company having an agreement with the Teamsters Union to service the uniforms.
- (e) The Company shall supply any safety equipment as required by the Workers' Compensation Board, without charge, including safety glasses and ear plugs, and shall include prescription lenses, if required.
- (f) Effective January 1<sup>st</sup>, 2021, the Company shall provide each permanent employee with an annual safety shoe allowance. The employee may purchase approved safety boot(s) from the supplier of their choice. On presentation to the Company of the original receipt(s) of purchase(s), the Company will reimburse the employee to the maximum safety footwear allowance of two hundred and fifty dollars (\$250.00) per year. Any cost in excess of the allowance shall be paid by the employee. To meet the required safety standards, all such footwear must be CSA approved and be compliant with WorkSafeBC regulations. The Company will inform the employee as to the appropriate footwear.
- (g) Wherever they are required to be used on the job, the Company shall supply, free of charge, rubber clothes, cotton gloves, rubber boots and aprons.
- (h) The Company to provide welding gloves and welding aprons for anyone required to do welding; rubber boots for Shippers when required to work outside.
- (i) Any employee working on a truck (Driver or Helper) shall be supplied a hand truck in good working condition.
- (j) If at any time the Company requires or uses Armoured Cars, outside Security or Watchmen services, the Company will endeavour to utilize a company having an agreement with the Teamsters Union, and the same shall apply if any Propane Gas services are required.

## **8. UNION NOTICES**

The Company agrees to provide space that is readily accessible for the Official Union notices of direct interest to the employees and that there shall be no interference by the Company with said Notice Board. However, the Company shall be given a copy of any such notice prior to posting. All notices must be signed by a Local Steward. Any notice not properly signed will be removed.

The following items must be posted on said Notice Board:

- (i) A copy of this Agreement;
- (ii) A valid seniority list to be revised every six (6) months and a copy to be sent to the Union;

## **9. CONFLICTING AGREEMENT**

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

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

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not lease out Company trucks to a third party to evade this contract.
- (c) The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union after the time the Company executes the contract of sale, transfer or lease. The Union shall also be informed of the nature of the transaction, not including financial details.

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

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

## **12. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this contract, which concerns the interpretation or application of the terms and provisions of this contract, shall be considered a grievance.

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee their rights under the Provincial Labour Statutes. Shop Stewards will be present whenever an employee receives a written reprimand, suspension or discharge. An employee shall have the right to have a Shop Steward present when they receive a verbal reprimand. The Company may also require the presence of a Steward for the verbal reprimand. The Company must inform the employee that they have 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 their immediate supervisor and if the matter is not resolved in that discussion, they may refer the question to their Steward for consideration. However, should the nature of the grievance be such that the employee prefers to refer it to their Steward first, then they 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 their 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 Distribution Centre Manager or Plant Manager (whichever is applicable). The Distribution Centre Manager or Plant Manager, if applicable, the grievor and/or the Shop Steward (where possible) and any other management personnel that is required, will meet to resolve the matter. Failing settlement of the dispute at Step 3, the matter shall be taken to Arbitration as set out herein within seven (7) days of the last meeting.

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

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



The Company shall have thirty (30) days in which to administer disciplinary action when and if required or the disciplinary action will be null and void. The thirty (30) day time limit may be extended by written agreement of the parties, such extensions shall not be unreasonably withheld.

- (c) The Company and the Union will resolve a grievance with a single Arbitrator. The single arbitrator shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in this Agreement, or to give any decision inconsistent with the terms of this Agreement.

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

The Arbitrator shall have the power to determine whether a particular issue is arbitrable under this Agreement.

The Company and the Union shall each be responsible for one half (½) of the expenses of and fees payable to the arbitrator.

- (d) Any discharged or suspended employee may, within seventy-two (72) hours of their discharge or suspension, in writing, require the Company to give to them the reasons for their discharge or suspension, and the Company will give such reasons to them, in writing, within seventy-two (72) hours of such request, and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before the Arbitrator. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (e) Records of discipline in an employee's personnel file shall be deleted after one (1) year from the date of occurrence.
- (f) The Company agrees that if any grievance proceeds to Arbitration and the Arbitrator finds in favour of the Union or any employee, then the Company shall pay for all time lost by an employee due to such employee or employees being called on to appear as a witness, but this shall not, in any event, be abused.

- (g) Notwithstanding the other provisions of this Agreement, if an authorized Agent of the Union claims a violation of this Agreement, they or any other authorized Agent of the Union may invoke the Grievance Procedure contained herein at Step 3 as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

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

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

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

It is understood that employees may apply for lower paid jobs as well as higher paid jobs. It is understood that there shall be no job bidding on seasonal or part-time or temporary jobs, or vacancies of five (5) working days duration or less.

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

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

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

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

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

When an employee from one seniority list successfully bids on a job in another seniority list, they will be awarded such job but seniority for future bids and layoff purposes will be deemed to start as of the date of awarding such job. For vacation entitlement purpose, seniority shall be calculated from the latest date of hire. In the event of a lay-off from the posted job, the employee posting from one seniority list to the other shall have the option of taking the lay-off demotion or replacing the least senior employee on their former seniority list, and regain their original seniority. In such event they will forfeit their seniority on the list vacated. In the event the employee accepts lay-off or demotion they will forfeit their right to revert back to their original seniority.

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

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

**(d) Job Posting and Awarding**

Prior to a successful applicant being awarded a posting, a confirming document will be signed by the Employee and Company for verification. If an applicant signs such document, then declines the posting, they will not be able to bid on the same job for one (1) year, and will not be able to bid on any job for six (6) months. In addition to the above the parties agree to the following:

- a. If any successful applicant is unavailable to sign the confirming document due to vacation, the Company may canvass the next eligible employee on the original posting list and offer them the posting.
- b. If such junior applicant accepts the posting they will sign the confirming document and the posting will be "on hold" until the senior applicant returns from vacation. The skipped over senior applicant may be awarded the posting on their return from vacation once they have signed the confirming document.
- c. Upon return of the senior applicant and their signing of the confirming document the junior applicant will be relinquished of the posting which was "on hold". Subsequently, Article 13(d)(1) will not apply to the junior applicant due to the senior applicant accepting the posting. If the senior applicant declines signing the confirming document, the junior applicant's trial period per Article 13(d)(1) will begin.



1. An Employee who is successful in bidding on a job shall be allowed a trial period of thirty (30) days worked in the new position. This thirty (30) day trial period may be extended up to an additional thirty (30) days by mutual agreement in writing. In the event that the Employee is disqualified from the job or elects to return to their former job (all within the trial period in their new position), they will not be able to bid on the same job for one (1) year, and will not be able to bid on any job for six (6) months. If the Employee is disqualified or elects on their own to return to their former job, they shall be returned to their former position without loss of seniority. If after an employee has been disqualified from the position, the Company will have thirty (30) days to award the posting to the next successful employee on the original posting as per Article 13 d) 6) below. If the trial period is extended, the Employee waives their right to disqualify themselves from the position.
2. Employees off for any reason other than vacation shall check the job posting book and bid on postings within forty-eight (48) hours of being back to work. The employee may bid on a job that was posted up to ten (10) working days prior to their return to work and receive it if they can fill the job (without any work restrictions pertaining to the new position) within fifteen (15) working days of its initial award.
3. Employees on vacation when a job is posted shall check the job posting book and bid on postings within forty-eight (48) hours of being back at work after their vacation. Should such an employee apply for and receive appointment to the posted position, they may displace the employee previously assigned to such position in their absence.
4. The Company shall retain five (5) books of all job postings and awards at each of the following locations:
  - Richmond Production
  - Richmond 3 Warehouse
  - Mayfair - Sales Centre
  - Equipment Service Department
  - Chilliwack Sales Centre

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

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

**(e) Production Department**

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

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

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

1. Quality Control
2. Sales Equipment Serviceperson
3. Equipment Maintenance Person
4. Warehouse Tractor Driver
5. Journeyperson Auto Maintenance
6. Cooler Delivery
7. Sales Equipment Service Trainee
8. Syrup Maker
9. Journeyperson Equipment Maintenance Person
10. Certified Refrigeration Mechanic
11. Equipment Service Shop Person
12. Cooler Sanitizer
13. Sales Equipment Shop Coordinator
14. Sales Equipment Fountain Installer
15. Sales Equipment Parts
16. Production Equipment Sanitizer
17. Programmable Logic Controller (PLC) Technician
18. Ergobloc Technician

**(f) Sales Distribution Department**

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

1. Delivery Merchandiser
2. Utility Person
3. Full-Service Vending
4. Merchandiser

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

**(g) Postings - Qualifications****Delivery – Merchandiser**

Class 1 with Air, manual transmission  
Safe Driving Record

**Full Service Vending**

Class 1 with Air, manual transmission  
Safe Driving Record

**Utility Person**

Class 3 with Air  
Safe Driving Record

**Warehouse Tractor Driver**

Class 1 with Air, manual transmission  
Safe Driving Record

**Cooler - Delivery**

Class 3 with Air  
Safe Driving Record

**Programmable Logic Controller (PLC) Technician**

Education: Bachelor in Engineering/Computers/Electrical

PLC experience (example but not limited to Allen Bradley's PLC's and programming using Studio5000, RSLogix5000, 500 and 5)

Troubleshooting: Ability to diagnose, analyze and solve issues

Knowledge about the process and manufacturing equipment

**Ergobloc Technician**

Requirements as per Letter of Understanding #28

**NOTE**

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

**Equipment Maintenance Person**

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

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

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

**Journeyperson Auto Mechanic**

A B.C.T.Q. in Mechanics

A Class 1 with Air

**Quality Control/\*Syrup Maker**

Successfully completed Grade 12 Chemistry or equivalent.  
Mathematical aptitude.

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

\* Forklift certification

**Journeyman Equipment Maintenance Person**

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

**Certified Refrigeration Technician**

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

**Sales Equipment Serviceperson**

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

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

**Sales Equipment Service Trainee**

Successfully complete the Service Technician aptitude testing prior to appointment.

**Production Equipment Sanitizer**

**Equipment Service Shop Person**

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

**Sales Equipment Shop Coordinator**

A valid B.C. Driver's License  
Safe driving record  
Successful completion of the Training Program as detailed in Appendix "D".

**Sales Equipment Fountain Installer**

A valid B.C. Driver's License  
Safe driving record  
Successfully complete the current aptitude test prior to appointment

**Sales Equipment Parts Person**

A valid B.C. Driver's License  
Safe driving record  
Successful completion of the Sales Equipment Trainee Program  
Computer skills

**Cooler Sanitizer**

A valid B.C. Driver's License  
 Safe driving record  
 Mechanical Aptitude

**Merchandiser**

Class 5 with a Safe Driving Record

**Lift Truck Operator and Shipper/Receivers**

Must have an air brake endorsement and must have completed the Company endorsed truck training program, if required to move trucks in the yard. The Company will pay for the initial endorsement course and initial testing, and the employee will be paid at their regular straight time rate of pay to attend the initial course and initial testing. If the employee needs to repeat any of the courses or testing, it will be at the employees own time and at their own expense.

- (h) When there is a temporary vacancy in a seniority group and the Company expects such work to be available for a period in excess of five (5) working days (e.g. as a vacation replacement), the Company shall, insofar as the requirements and efficiency of operations will permit, make such temporary assignment available to qualified employees in that seniority group, on a seniority basis.
- (i) Where a candidate for a Quality Control/Syrup Maker position is able to show reasonable evidence of an inability to obtain educational documentation to qualify for a job posting, they shall be assigned to the job provided they undertake to enroll in the first available appropriate Quality Control Training course (Quality Assurance #1) and successfully completes same. If they fail to pass such training course they shall revert to their former position.
- (j) Where an employee posts into a job which requires an upgraded drivers license, they must complete such upgrade within a ninety (90) calendar day period from the date of promotion (signing of confirming document) to become eligible to remain in the new job. This ninety (90) calendar day period may be extended by mutual agreement in writing between the Company and Union.

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

- (a) In the event the Company proposes the introduction of equipment in its operation requiring specialized training, the Company agrees to give first opportunity to employees then on the payroll through the Job Posting 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 Company. Cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test. The Company further agrees to notify the Union as soon as its final decision is made as to the introduction of any new equipment or any procedural change prior to its installation. Failure on the part of the Company to comply with these provisions will automatically give cause for a grievance.

- (b) Notwithstanding the other provisions of this Agreement, wherever the Company alters or otherwise affects a substantial or major change in the working conditions of any employee, which it is claimed is not provided for therein, the affect 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 Company agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or 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 Company, at the rate of pay the employee was receiving on the date of termination.  
The above shall not apply when an employee resigns or is discharged for just cause.
- (e) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months. However, the employee may choose to retain recall rights in six (6) month periods, thereby delaying the collection of severance pay.
- (f) The Company will pay for the training for Class 3 with air and manual transmission Class 1 drivers licenses for employees where specifically approved beforehand by the Company subject to the following conditions:
  - 1. Once the successful senior applicant has been awarded a posting (signed the confirming document) they will be assisted in getting the Class 3 with air driver's license as follows:
    - (a) On their own time they will immediately take the required course and if they pass the Company will reimburse the course fee up to \$2,500.00. Such reimbursement shall take place after the employee has successfully completed the trial period of the new job.
    - (b) Should the employee not pass the vision/medical exam or fail the MTBC road test three (3) times, they shall be disqualified.
  - 2. Once the successful senior applicant has been awarded a posting (signed the confirming document) they will be assisted in getting the manual transmission Class 1 driver's license as follows:
    - (a) On their own time they will immediately take the required course and if they pass the Company will reimburse the course fee. Such reimbursement will be done in two (2) equal installments. The first installment will be paid after the employee has successfully completed the trial period of the new job with the second installment made six (6) months later. Employees will not be able to post to another position for twelve (12) months following the passing of the MTBC road test.

- (b) Should the employee not pass the vision/medical exam or fail the MTBC road test three (3) times, they shall be disqualified.
- (g) When the Company approves, in advance, of an employee attending a job related training course and the employee successfully completes such training course, the Company 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 Company, 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 Company.
- (h) If a bargaining unit position is eliminated due to technological change or the permanent discontinuance of some part of the operations, the employee who held such position shall, for the first sixteen (16) months following such change, receive a rate of pay which is not less than the rate of pay they received in the discontinued position.

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

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis (i.e. every second Friday noon), all wages earned by such employee to a day not more than five (5) days prior to the day of payment which shall be directly deposited to the employee's account in their designated bank.
- (b) The Company shall provide every employee covered by this Agreement on each pay day, with an itemized electronic statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Electronic pay stubs will be available for confidential printing on the Company's portal the Wednesday prior to the Thursday pay-day. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable and all commissions and all deductions made from the gross amount of wages.
- (c) In the event of a dispute regarding monies earned or hours worked, employees shall have access to their time cards in question.
- (d) For payroll administrative errors regarding vacation pay and/or basic work week pay, grievance payments, overtime pay and premium pay, which are reported to a Supervisor's attention in time to report the error to payroll will be remitted on following basis:
  - 1. For errors that are reported to payroll by the Thursday pay-day before 8:00 AM, a correction will be remitted to the bank by the end of day Friday (next day); in addition
  - 2. For errors which amount equal to or more than a day's pay and which are reported to payroll by the Thursday pay-day before noon, an additional corrective remittance will be issued on the following Friday (off-cycle payment 8 days later)

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



## 16. ANNUAL VACATIONS

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

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

The vacation year shall be a calendar year including split calendar weeks at year's end.

Vacation entitlement is based on a calendar year and full-time employees qualify annually. Full-time employees who will be reaching a continuous service milestone, as it pertains to the length of vacation weeks, at any point during the current vacation year under Article 16 (b), will be entitled as of January 1<sup>st</sup> of that current vacation year to the applicable additional week. For example, a full-time employee with a seniority date of July 1<sup>st</sup>, 2020, as of January 1<sup>st</sup>, 2022 such employee would be entitled to three (3) weeks vacation as per Article 16 (b).

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

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

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

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

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



For a maximum of three years, an employee who is in receipt of board approved Workers Compensation payments will be entitled to earn on, a pro-rated basis, vacation pay calculated as forty (40) hours per week of vacation (per the length of vacation owed above) multiplied by their basic hourly rate.

- (c) Vacation pay for Temporary and Seasonal employees shall be paid 4% of their earnings on a bi-weekly basis in accordance with the British Columbia Employment Standards Act.
- (d) **Yearly Vacation Posting Process**

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

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

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

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

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

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

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

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

If seniority allows:

- An employee's vacation entitlement shall be taken in one (1) unbroken period unless requested by the employee who shall have the sole right to decide whether their vacations shall be in one period or split.
  - If employees so choose, their vacations must be given between May 1<sup>st</sup> and September 30<sup>th</sup> each year. However, employees so taking their vacation during the aforesaid period of time may only take three (3) consecutive weeks for such vacation.
  - Employees taking their vacation either before or after the aforesaid period of time may take it in one (1) unbroken period.
  - One time every five (5) years the Company will grant employees who have five (5) weeks' vacation entitlement the right to an unbroken five (5) week vacation in the summer, provided the employee is going out of the country.
  - Employees may elect to break up one (1) week of their vacation time and take it as individual days of vacation. Single day vacations may be taken throughout the vacation year and may be booked after December 15<sup>th</sup> on a first-come first-serve basis as by mutual agreement between the employee and the Company. In the event that multiple employees ask for the same single day vacation on the same day, the request of the senior employee will be granted before the request of a more junior employee.
    - a) If multiple employees ask for the same single day vacation on the same day, for the following workday, the request will be handled on a first-come first serve basis.
    - b) In the event that multiple employees ask for the same single day vacation on the same day (but not for the following day off), the request of the senior employee will be granted before the request of a more junior employee. All requests made on the same say will be held until 11:59 PM of that day.
- (f) Annually, prior to March 1<sup>st</sup>, a vacation pay reconciliation will be made to pay out all vacation hours not taken and any related vacation pay discrepancies from the previous year. This payout will be equal to their percentage of taxable gross earnings payable for vacation for the previous calendar year less any vacation pay that has been paid for that calendar year. Any vacation overpayments will be recovered.

There shall be no carry-over of vacation.

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

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

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

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

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

Floater employee's will be included in the group and location where they obtained fifty percent (50%) or greater of their temporary hours.

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

<b>Chilliwack</b>	<b>Minimum % Permitted Off</b>
Merchandising/Utility Person and Relief Utility Person	15%
Delivery	15%
Cooler Services	15%

<b>Mayfair</b>	<b>Minimum % Permitted Off</b>
Merchandising/Utility Person and Relief Utility Person	15%
Warehousing	15%
Equipment Service Shop Person, Certified Refrigeration Technician, Parts Clerk, Cooler Sanitizer, Sales Equipment Shop Coordinator, Sales Equipment Parts Person	15%
Cooler Delivery	15%
Sales Equipment Fountain Installer	15%
Sales Equipment Serviceperson and Trainee	15%
Fleet/Garage	15%
Delivery Merchandiser	17%
Full Service Vending and Relief Full Service Vending	15%

<b>Richmond</b>	<b>Minimum % Permitted Off</b>
Warehousing	15%
I.P.T. Drivers	15%
Sanitizers	15%
QC Department (no more than one syrup maker at a time)	15%
Production (subject to skill set and business needs)	15%
Maintenance	10%
Delivery Merchandiser	17%
PLC Technician	10%

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

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

- (i) In the event of a full allotment of holidays during the two (2) weeks that bridge Christmas and New Years and an employee declines their scheduled time, the Company must post those weeks for a period of three (3) working days and offer them to employees in order of seniority.
- (j) When a holiday occurs during an employee's vacation period, the holiday shall be scheduled/paid as per Article 17 (c).
- (k) Employees who transfer to a Bargaining Unit role within the Lower Mainland from any other Coca-Cola Canada Bottling Limited branch will maintain their length of continuous service for the purpose of vacation time with pay.
- (l) Employees shall have the option of deferring their entire vacation entitlement to dates outside the May 1<sup>st</sup> to September 30<sup>th</sup> period. Employees who exercise such option shall be entitled to an additional five (5) days of vacation or receive pay in lieu of the additional days. Employees eligible for six (6) weeks' vacation may exercise such option and still take one (1) week of vacation during the May 1<sup>st</sup> to September 30<sup>th</sup> period. Payment for the additional days shall be at an employee's rate of pay at the time of taking such days and not on a percentage basis.

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

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

## 17. GENERAL HOLIDAYS

- (a) It is agreed that all full time employees after fifteen (15) working days employment shall be entitled to the following General Holidays, with pay, based on eight (8) hours of their applicable rate plus any applicable shift premiums.

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

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

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

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

- (b) The Company agrees that if during the life of this Agreement or any subsequent Agreement that either the Federal or Provincial Government declares any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.
- (c) An employee shall be paid for each General Holiday even if it falls on their weekly days off (Saturday or Sunday). The employee shall be given an extra day off, without pay, in conjunction with the holiday weekend. If it falls on their annual vacation, Jury Duty or Bereavement Leave, the employee shall receive the General Holiday pay (at straight time rates) and will be given the option of taking a day off without pay at a time mutually agreed to between the Company and the employee; such day off can only be used within four (4) months.

- (d) Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for more than two (2) hours, shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked on the General Holiday, but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday. If employees are compelled to work on a long weekend, the employee shall receive a day off without pay, if they so choose, in conjunction with their regular days off the week before or the week after the long weekend.
- (e) It is agreed that the General Holidays shall take place when specified as a legal Holiday by the Federal or B.C. Provincial Government.
- (f) Employees shall be entitled to be paid for all Holidays specified in 17 (a) whether they fall on a regular scheduled work day or not provided that to qualify for the benefits of this Section in respect to any one of the said Holidays, an employee must have worked the last scheduled work day preceding such holiday and the first scheduled working day following such holiday, except as set forth in (g) below.
- (g) Each employee who is absent due to (a) verified illness, (b) non-compensable accident or (c) compensable accident, when a General Holiday set out above occurs, shall be paid a full day's wages for such day based on the rate of pay they were receiving the last day they worked prior to their absence for one (1) of the three (3) reasons set out herein. Employees may be required at their cost to provide a written doctor's note.  
  
In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under the appropriate Welfare Plan provision, then the Company shall pay the difference between the net regular earnings of such employee and what they are receiving from the other source for such General Holiday. It is the intention of this clause that no employee shall suffer a loss of net (take-home) pay during such absence.
- (h) Employees who work during the week in which a General Holiday falls will be paid holiday pay at the highest rate for which they worked that week, provided it was at least 50% of the time.

## **18. SEPARATION OF EMPLOYMENT**

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



## 19. SENIORITY

- (a) There shall be two (2) seniority lists; one (1) for the entire Plant Staff and one (1) for the Sales Staff including Merchandisers. Seniority shall be credited from the original starting date with Coca Cola Canada Bottling Limited or with its immediate predecessors.
- (b) The Company shall immediately, and every six (6) months thereafter, supply the Union with a Seniority list setting out the name, classification and date of employment of all employees, regardless of how long they have been employed, or how many hours they worked.

- (c) **Layoffs**

Seniority shall be applied with respect to layoff and recall to work in each of the above groups separately, provided the employee having the greater seniority has the ability to perform the work in a satisfactory manner. All temporary, probationary and seasonal employees will be laid off first before any regular employee is so affected.

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

- (d) **Probationary Period**

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

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

- (e) Seniority shall be lost if an employee:

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

- (f) If the Company 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 (total temporary hours) if that is the same, then alphabetical order of the last name shall be the determining factor: if that is the same, then by coin toss.

## 20. DAYS AND HOURS OF WORK AND OVERTIME

- (a) Each employee shall work and be guaranteed eight (8) hours each day, provided that they commence work at the start of their shift, with a minimum of one-half ( $\frac{1}{2}$ ) hour off for lunch which will be unpaid, unless the failure of the Company to supply work is beyond the Company's control. Employees who have completed their probationary period who are laid off shall receive twenty-four (24) hours' notice of layoff or eight (8) hours' pay in lieu thereof.

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

Work weeks may be arranged on a Monday to Friday, Tuesday to Saturday or Wednesday to Sunday basis, the latter for merchandising work only, and shall be selected by seniority. A merchandising only work week may be arranged on a Wednesday to Sunday basis and such work week shall include not more than five (5) employees.

Employees on a Tuesday to Saturday schedule will receive a premium of fifty cents (50¢) per hour for all hours worked during the week plus any other shift premium to which they are entitled. Employees on a Wednesday to Sunday schedule will receive a premium of one dollar (\$1.00) per hour for all hours worked during the week plus any other premiums to which they are entitled. These premiums apply to overtime resulting in a continuation of shift, they do not apply to off-day overtime.

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

- (b) No more than five (5) current employees may be scheduled on a Wednesday to Sunday merchandising shift. However, for those employees who begin employment after the date of ratification (June 5, 2005) or any existing employee that elects so may have their merchandising work week scheduled on a Wednesday to Sunday basis.
- (c) Any hours worked in excess of eight (8) Monday to Friday, Tuesday to Saturday, and Wednesday to Sunday as defined in Section (a) above, in any one (1) day shall be at the rate of time and one-half (1.5x) for the first two (2) hours and double time (2x) thereafter, except as set out below.



- (d) The first four (4) hours worked on the sixth (6<sup>th</sup>) day, Saturday, shall be paid at the rate of time and one-half (1.5x) with a minimum of four (4) hours guarantee, the subsequent hours paid at the rate of double time and all hours worked on the seventh (7<sup>th</sup>) day, Sunday, shall be paid at the rate of double time (2x) with a minimum of four (4) hours guarantee. In the case of Tuesday to Saturday work week, Sunday and Monday will replace Saturday and Sunday. In the case of Wednesday to Sunday, Monday and Tuesday will replace Saturday and Sunday.
- (e) Any employee called in to work in any emergency after their regular working day has been completed and they have gone home shall be paid a minimum of three (3) hours pay at double time (2x).
- (f) If an employee reports late for work or leaves before their shift is completed, that employee will only be paid from the time they commenced work and for the time actually worked but persistent tardiness will subject them to dismissal.
- (g) All overtime shall be broken down into five (5) minute units, based on one-twelfth (1/12<sup>th</sup>) of the applicable hourly rate, times the appropriate overtime rate.
- (h) When employees are advised to report for work at a specified time on any day, they shall be paid for that day even though there may be no work for them to do, provided they are ready for work, excepting as set out in Sections (a) and (d) herein.
- (i) The Company agrees that if it becomes necessary to work "off-day" overtime, the opportunity for such overtime will be given on a seniority basis, by department, by location (Richmond/Mayfair), except as detailed in Letter of Understanding #24.

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

Once an employee has worked a minimum of forty (40) regularly scheduled hours such opportunities for overtime as described above will be given if it is not an employee's "off-day".

Once off-day overtime is awarded (using the sign-up procedures established at the facilities) if business needs change and more employees are required to perform that same off-day overtime (start time/duty), the Company will only be required to continue calling down the sign-up sheet – not canvassing the entire seniority list. Once the sign-up sheet is exhausted, the Company may canvass using the appropriate seniority list.

- (j) No person other than an employee who is covered by the Certificate of Bargaining Authority and this Agreement, who is a member of the Union, shall be allowed to take inventory, book in loads, reconcile loads, or add recap sheets, the foregoing does not prohibit management from verifying or adjusting the work done.

- (k) In order that an accurate record of hours worked are kept, the Company shall provide an electronic time keeping system which the employee shall be required to activate at the beginning and end of their shift as well as when the employee leaves and returns to the building during their shift. Where an employee requests such form the Company, they shall be supplied with a record of their overtime hours worked. In order to minimize payroll errors, the Company agrees to update time records on a daily basis, except in cases of emergency where supervisors are not available to complete them. Except that employees will not be paid for time prior to or after completion of their normal shift except when overtime is authorized. Management will inform an affected employee within 24 hours of alteration to an employee's daily record if 60 minutes or greater.
- (l) If an afternoon shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on Company time. A seventy-five cent (\$0.75) premium will be paid for each hour paid for on the second shift. This premium does apply to overtime resulting in a continuation of shift and off-day overtime.
- (m) If a graveyard shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on Company time. An eighty-five cent (\$0.85) premium will be paid for each hour paid for on the third shift. This premium does apply to overtime resulting in a continuation of shift and off-day overtime.

The time in which a shift starts shall define whether it is a day, afternoon or night shift. The start time for these shifts are as follows:

<b>Shift</b>	<b>Start Time Window</b>
Day Shift	6:00 AM – 9:59 AM
Afternoon Shift	10:00 AM – 5:29 PM
Graveyard Shift	5:30 PM – 5:59 AM

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

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

On the first day of a work week, if the shift straddles two calendar days (a graveyard shift), the day in which the majority of hours worked falls will dictate the work week for the purposes of determining associated shift premiums. For example, if an eight hour per day work week starts at 10:00 PM on Monday, that will be deemed to be a Tuesday to Saturday work week.

If on the first day of a work week, the hours fall equally on two (2) days (ex. An eight (8) hour shift starting at 8:00 PM on a Monday where four (4) hours fall on the Monday and four (4) hours fall on a Tuesday), the employee will be entitled to the higher shift premium for the week (in this example, a Tuesday to Saturday shift premium).

On the first day of a graveyard shift work week, if the majority of hours falls on the second calendar day (example a 10:00 PM start on a Monday where two (2) hours fall on a Monday and six (6) hours fall on the Tuesday) the hours paid on the first calendar day (two (2) hours on the Monday) will be paid at double rate (2X). There will be no overtime paid at the end of the week for regular hours that straddle the last shift worked.

The earliest a Monday work week (Monday to Friday 5 x 8, Monday to Thursday 4 x 10, Monday to Wednesday 3 x 12) can start is at 10:00 PM Sunday.

- (n) It is intended that every employee shall have a minimum of ten (10) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of ten (10) hours elapses, they shall be paid at overtime rates of double time for the entire shift that they are called in to work before they have received their full ten (10) hour break. No employee shall be permitted to resume work on their own accord until ten (10) full hours have elapsed, except employees who have worked overtime may resume work after eight (8) full hours have lapsed. Employees who have worked overtime on their "off day" or are coming in for overtime after their regular shift may resume work after eight (8) full hours have lapsed.

- (o) The Company shall give to each employee whose shift is to be changed a minimum of forty-eight (48) hours advance notice prior to such shift change becoming applicable.

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

- (p) Where shift work is in operation, it is agreed that all employees in such job classifications, within each department involved shall be rotated on each of the shifts every two (2) week period, providing that they do not volunteer to remain on the graveyard or afternoon shift. The foregoing shall not apply in instances of an employee who has bumped a junior employee to avoid being laid off. (See Letter of Understanding #1 - Item 2 attached).

- (q) Employees may, for what they consider to be a legitimate reason, refuse to work overtime, however, if insufficient volunteers are available, the junior employees in those classifications which are required for work, must work such overtime, but will not be required to work more than eight (8) hours overtime during the normal work week (excluding Saturdays). Once an employee has worked at least eight (8) hours of overtime work during the normal work week, any overtime work required on an employee's off day will be voluntary and at that employee's option. Where an employee has not worked all of the eight hours of overtime work in their regular work week, they may be scheduled for an additional shift or overtime work on their off day. In the event overtime is scheduled after the last break in a shift, the employees working the overtime shall have an opportunity to make a phone call to rearrange their personal schedule if requested.

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

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

- (s) The schedules for the following week will be posted on Thursday by twelve (12) noon. All seasonal, temporary, and full time employees will be placed on the schedule.
- (t) Employees must work a minimum of eight (8) hours per day on their regularly scheduled shift to qualify for overtime pay on the sixth or seventh day. Time off for General Holidays, vacations, floaters, lieu day, Workers' Compensation, Weekly Indemnity, Jury Duty and Bereavement Leave to be counted as time worked towards qualification for overtime premium pay. An employee who misses a regularly scheduled shift during the regular work week will not be forced to work overtime on the sixth or seventh day at straight time rates. However, if the employee volunteers to work on the sixth or seventh day, they will be paid at straight time rates unless they have worked a minimum of forty (40) regularly scheduled hours.
- (u) The Company may schedule employees to a four (4) day week, each day to consist of ten (10) hours. In such event, daily overtime premiums will apply after ten (10) hours worked, rather than after eight (8) hours worked. For purposes of interpretation or other sections of this Agreement, such an employee's "day" will consist of ten (10) hours and "a day's pay" shall consist of ten (10) hours at their regular straight time rate, rather than the customary eight (8) hours. For example, general holidays, floater days, sick days, bereavement leave, jury duty, lieu days, vacations, bank time, etc. would be paid out at ten (10) hours.
- (v) The Company shall schedule routes, excluding cashless (charge accounts) deliveries, so that the last shift in any day is completed by 12:00 midnight.
- (w) If a production mechanic (Journeyman Equipment Maintenance) is called at home to assist in making a repair without coming into work, they will be paid for the time they spent performing this work rounded up to the next full hour at double time (2X).
- (x) The Company shall determine how many employees will require a Restricted Area Identity Pass (RAIC) to service the Vancouver International Airport (YVR). The Company will then canvas employees to fill these operational needs. These employees will be required to service YVR. These employees will be paid a one dollar per hour (\$1.00/hr) premium for all hours worked.

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

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

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

Production and Shipping Department employees who are required to work more than one (1) hour overtime but not more than two (2) hours overtime shall be entitled to a ten (10) minute paid break.

- (c) When it becomes necessary to work overtime of more than two (2) working hours beyond their regular shift, the Company shall see that each employee so worked shall receive a meal break of thirty (30) minutes, without pay, but shall receive a meal allowance of ten dollars (\$10.00).

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

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

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

## **22. COMPENSATION COVERAGE**

- (a) When an employee is injured at work and goes on Compensation, they shall, when their doctor signifies that the employee may go to work, be returned to the payroll at their previous job and rate of pay for a period of one (1) week, to see if they are able to do the job they held at the time of the injury. The employee shall be required to provide to the Company a Doctor's note prior to their returning to their shift and shall provide the Company with sufficient notice of the return to work so that there are no duplication or penalty payments required by the Company 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 their right to have the supervisor, shop steward and the affected employee review the potential duties.
- (b) If after that time it is proven to the Company that the employee is unable to do the job the employee held at the time of injury, the Company will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks' notice. This Section is subject to the Grievance Procedure.
- (c) When an injured employee is suitable for light duties, the Company shall endeavour to have those light duties occur at the location where the employee traditionally works.



## **23. SAVINGS CLAUSE**

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

## **24. INSPECTION PRIVILEGES**

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

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

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

## **26. SUB CONTRACTING**

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



## 27. SAFETY AND HEALTH

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

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

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

- (c) **First-Aid**

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

- (d) **Allergy or Recurring Illness**

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

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

First-Aid Attendants to receive for all hours worked:

55¢ per hour for a W.C.B. rated level I Certificate

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

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

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

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 their seniority status.

- (f) The Company agrees to establish a Joint Safety Committee composed of two (2) members from Management and two (2) members from the bargaining unit. The rules and regulations governing this Committee shall be in accordance with the Workers' Compensation Board requirements. 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 Company agrees that there shall be a minimum number of two (2) persons in the Plant at all times, and for safety reasons, when working alone will be given the option to carry a communication device except where required as a result of working alone procedures.
- (h) No employee other than a qualified Maintenance Person or Mechanic shall make repairs on any machine or equipment, or install new equipment.
- (i) A screen will be installed in each vending repair vehicle.

## **28. BONDING**

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

## **29. MANAGEMENT RIGHTS**

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

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion or transfer, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein provided.
- (c) Generally manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, determine the products to be manufactured, processed, packaged, shipped and distributed, the methods of manufacturing, processing, packaging, shipping and distribution, the sources, quantities and kind of ingredients, supplies and other material used in the manufacturing, processing and packaging of products, the schedules of manufacturing, processing, packaging, shipping and distribution, and the kinds and locations of machinery, equipment and tools used throughout the Company's operations.

- (d) Provided however, that the Company agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure including any rules or regulations which in the opinion of the Union is unjust or discriminating.

### 30. WELFARE PLAN

- (a) Full time employees in the bargaining unit are entitled (subject to eligibility requirements), to participate in the health and dental care benefits plan which must be provided by the Company for hourly employees (currently "Benefits Plus"). The terms and conditions of participation and benefits entitlements for full time employees shall be governed by the official text of the plan (as from time to time amended). For clarity, the Company's obligation in respect to such plans is limited to the payment of premiums only and the Company reserves its right to amend, modify or alter these plan(s) in the future at its discretion. The benefit plans are not incorporated into the collective agreement and will not be the subject matter of arbitration, except as set out in Letter of Understanding #23.
- (b) The Company will pay the B.C. Medical Plan (Medical Services Plan) premium covering full time employees and their eligible dependents.
- (c) Sick Pay Plan: The Company agrees to establish a Sick Pay Plan along the following lines: Full-time employees who have completed their probationary period shall, as of January 1<sup>st</sup> of each calendar year (beginning on January 1<sup>st</sup>, 2024), receive six (6) paid sick days. Full-time employees who complete their probationary period after January 1<sup>st</sup> of a given year will receive sick-time consistent with provincial employment standards legislation for that year, and if not used will not be paid out or carried forward into the following year. As of December 31<sup>st</sup>, for full-time employees only, any unused sick days over six (6) remaining will be paid out to the employee no later than the first pay period the following March 1<sup>st</sup> and the balance will continue to accumulate. If a full-time employee is terminated for any reason or resigns they shall receive all accrued sick pay to date of termination.

Temporary and Seasonal employees shall receive sick pay consistent with the provincial employment standards legislation.

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

#### (e) **Weekly Income Benefits**

Approved Weekly Income Benefits (W.I.B.) will be paid based on sixty-six and two-thirds (66 2/3%) percent of regular straight time weekly earnings to a maximum of six hundred and fifty dollars (\$650) or the E.I. maximum per week up to fifty two (52) weeks. Weekly Income Benefits for less than a full week are determined on the basis of one-fifth of the Weekly Benefit for each regular work day of disability.

**(f) Long Term Disability**

All regular full time employees shall be covered by a long term disability insurance policy which will include the regular features, limitations and restrictions as are usually found in L.T.D. policies. Details include:

1. The benefit will be based on seventy-five percent (75%) of regular straight time monthly rate of earned income in effect at the time disability commences, up to a maximum monthly benefit of \$2,000.
2. Benefits will be payable in arrears monthly, after a qualifying W.I.B. period of fifty-two (52) weeks of continuous absence due to total disability, and will continue as long as total disability lasts, up to age 65.
3. During the qualifying W.I.B. period of fifty-two (52) weeks, and the following L.T.D. benefit period of one hundred and four (104) weeks, "totally disabled" means a medically determinable physical or mental impairment due to injury or disease which prevents the employee from performing the regular duties of the occupation in which they participated just before the disability started. If still disabled after a combined benefit period of one hundred and fifty-six (156) weeks, "totally disabled" means that the member has a medically determinable physical or mental impairment due to injury or disease which prevents them from performing the duties of any occupation.
4. Benefits payable under the L.T.D. plan will be reduced by the amount of disability income benefit, if any, payable by the Canada/Quebec Pension Plan or by Workplace Safety and Insurance Board, retirement income plan, automobile insurance policy or under another group insurance policy.
5. Participation in the L.T.D. plan will be mandatory for all eligible employees on completion of the probationary period. Coverage is effective on the date the employee becomes eligible, provided they are at work on such date. If the employee is absent from work on the date of eligibility, LT.D. coverage will not become effective until they return to active employment.
6. Pre-existing conditions are not covered unless the employee, after becoming insured, has been actively working for three (3) consecutive months with no absence related to the pre-existing condition.
7. The Company shall pay one hundred percent (100%) of the L.T.D. premium.

**31. ARTICLE HEADINGS**

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

## **32. TRANSPORTATION**

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

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

## **33. MEDICAL EXAMINATIONS**

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

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

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



5. Should the consultant deem the employee to be capable of carrying on their assigned duties, then the employee shall not suffer any loss of earnings caused by them having been removed from or temporarily suspended from their regularly assigned duties. In the interest of all parties this shall be done as expeditiously as possible.
- (c) In addition to the above procedure on Company required medical examinations, the Company agrees that where any employee who drives a Motor Vehicle in the course of their employment coming under Sections 1 to 5 of the Motor Vehicle Classification licenses, is required by any agency, insurance or whatsoever, to take a medical examination to verify their right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 or to obtain an Air Ticket, the Company hereunder, shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

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

It is to the mutual advantage of both the Company and the 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 Company agrees to the following:

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

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



- (f) The Company shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or at any scales, and is fined, the Company shall pay such fines. In addition thereto, if a driver is stopped by the Police or held up at the scales, due to overloading or any other reason involving the equipment and that driver is working on other than an hourly rate, they shall be paid for all such time on the basis of the working time rate of pay.
- (g) If a driver is charged improperly for a violation of traffic laws while working, and is found not guilty in Court, the Company shall pay that employee's loss of wages. However, if the employee is found guilty, they shall not be entitled to wages lost.
- (h) No driver shall be permitted to allow other than employees of the Company who are on duty to ride in their truck or vehicle, except with authorization of the Company, or in the event of a bona fide emergency.

### **35. 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 their day's work until they are released from duty by the Company, except that employees shall not be paid for time prior to the starting or after the ending time of their shift, unless authorized.
- (c) When an employee meets with an accident at work they shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours to consult a doctor, chiropractor or whatever in regard to any compensable injury or illness they have received or incurred on the job, they shall be paid for such time off in a manner that will ensure them a minimum of eight (8) hours' pay for that day and any other day or days they are also required to fill such commitment or requirement.
- (e) When an employee is temporarily removed from their regular work and placed on other work for the Company's convenience, for a period in excess of four (4) hours, they shall be paid their regular rate of pay or the rate of the other work, whichever is the greater, for the entire shift worked, and no employee's rate may be reduced below their regular rate. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance. For the purpose of overtime if an employee accepts a job other than their permanent one on a voluntary basis, they will be paid the rate of the job they choose.
- (f) Each employee hired under a specific classification shall immediately be paid the rate for that classification and no employee shall be paid less than the classification rate of pay set out in this Agreement, except as provided herein at Appendix "A" regarding the probationary rate of pay.

### **36. PENSION PLAN**

The standard Coca-Cola Refreshments Defined Benefit Contributory Pension Plan for qualified hourly employees of the bargaining unit will be implemented, effective April 4<sup>th</sup>, 1996. Eligible employees will be able to participate effective April 4<sup>th</sup>, 1996, however must make their election to do so within thirty (30) days of the ratification date of this Agreement. Eligible employees not electing within thirty (30) days of ratification will be eligible to join the plan on the 1<sup>st</sup> day of the month following their date of election. Eligible employees will be able to elect to participate in the Defined Benefit Contributory Pension Plan up until December 31, 2017. Effective January 1, 2018, the Defined Benefit Contributory Pension Plan will be closed to new entrants. Effective January 1, 2018, all regular full time employees not enrolled in the Defined Benefit Contributory Pension Plan will be enrolled in the Company's "Mandatory Contributory Defined Contribution Pension Plan" (a mandatory 5% Company and 2% employee contribution) for all future service; subject to eligibility requirements.

### **37. TOOLS**

- (a) Journeyperson Automotive Mechanics and Journeyperson Maintenance Person shall supply and maintain their own tool kit and shall receive a tool allowance which shall be paid annually. The amount of such payment shall be \$30.00 for each month classified as a Journeyperson Automotive Mechanic and/or Journeyperson Maintenance Person during the preceding contract year.

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

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

### **38. MONEY DEPOSIT**

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

A locked compartment shall be installed in trucks.

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

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

- (a) All regular hourly paid employees may make arrangements with the Company to bank accumulated overtime to a maximum of eighty (80) hours. The employee may then request in writing overtime in time off. Notice must be given at least two (2) weeks in advance and will be honoured by a first come basis. Upon request by the employee, such time off will be taken at the Company's discretion, consistent with the efficient operations of the business during the period September 1<sup>st</sup> through April 30<sup>th</sup>. The minimum unit of banked overtime to be utilized will be forty (40) regular hours either in time off or pay. Employees may not utilize this clause in conjunction with Article 5 (h).

- (b) Overtime which is banked shall be credited in terms of complete hours (overtime less than one (1) hour per week will be paid in their current pay cheque), and when taken as time off, shall be paid out on the regular weekly pay cheque at the same hourly rate as banked. When an employee leaves the Company, all banked hours shall be paid out in total.
- (c) The Company will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so through their supervisor.
- (d) Example of banked hours:
 

1 hour at 1.5 times	-	1.5 hours banked
1 hour at double time	-	2 hours banked
- (e) Banked overtime will be accumulated on a calendar year basis (from January 1<sup>st</sup> to December 31<sup>st</sup> of each year) to be used September 1<sup>st</sup> through April 30<sup>th</sup> of the following year. The unused banked hours will then be paid out at the same rate as banked on the first pay period following May 31<sup>st</sup>. An employee who wishes to bank overtime will make a request in writing, and this decision will be binding until December 31<sup>st</sup>.

For example an employee may accumulate eighty (80) hours from January 1<sup>st</sup>, 2018 to December 31<sup>st</sup>, 2018 that can then be used from September 1<sup>st</sup>, 2018 through April 30<sup>th</sup>, 2019. The decision to bank overtime will be binding until December 31<sup>st</sup>, 2018. The unused banked hours will then be paid out at the same rate as banked on the first pay period following May 31<sup>st</sup>, 2019.

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

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

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

DATED AT VANCOUVER, British Columbia, this            day of            2023.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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**APPENDIX "A"****WAGE SCHEDULES****CLASSIFICATIONS - SALES**

<b>SALES</b>	<b>EFFECTIVE Apr 4/23 4%</b>	<b>EFFECTIVE Apr 4/24 4%</b>	<b>EFFECTIVE Apr 4/25 4%</b>	<b>EFFECTIVE Apr 4/26 3%</b>	<b>EFFECTIVE Apr 4/27 3%</b>	<b>EFFECTIVE Apr 4/28 3%</b>
Delivery Merchandiser	\$37.53	\$39.03	\$40.60	\$41.81	\$43.07	\$44.36
Full Service Vending	\$37.20	\$38.69	\$40.24	\$41.44	\$42.69	\$43.97
Utility Person	\$35.03	\$36.43	\$37.89	\$39.02	\$40.19	\$41.40
Merchandiser	\$24.55	\$25.54	\$26.56	\$27.35	\$28.18	\$29.02

**CLASSIFICATIONS - SEASONAL AND TEMPORARY RATE**

<b>SEASONAL AND TEMPORARY</b>	<b>EFFECTIVE Apr 4/23 4%</b>	<b>EFFECTIVE Apr 4/24 4%</b>	<b>EFFECTIVE Apr 4/25 4%</b>	<b>EFFECTIVE Apr 4/26 3%</b>	<b>EFFECTIVE Apr 4/27 3%</b>	<b>EFFECTIVE Apr 4/28 3%</b>
Temporary Delivery Merchandiser/Seasonal Delivery Merchandiser	\$25.06	\$26.07	\$27.11	\$27.92	\$28.76	\$29.62
Temporary Merchandiser	\$23.39	\$24.33	\$25.30	\$26.06	\$26.84	\$27.64
Seasonal Merchandiser	\$19.04	\$19.80	\$20.60	\$21.21	\$21.85	\$22.51

**PROBATIONARY RATE**

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

**NOTE:**

An employee performing a job which requires a #1 Air Ticket will be paid at the classification level of a Delivery Merchandiser for the hours they actually perform such duties.

**BREAKAGE, LEAKERS AND CHIP NECKS**

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

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

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

## **RECORDS**

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

## **LAYOVER AND SUBSISTENCE**

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

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

## **FULL SERVICE VENDING**

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

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

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

**RATES PER HOUR - INSIDE CLASSIFICATIONS**

<b>WAGE BRACKET</b>	<b>JOB CLASSIFICATION</b>	<b>EFFECTIVE Apr 4/23 4%</b>	<b>EFFECTIVE Apr 4/24 4%</b>	<b>EFFECTIVE Apr 4/25 4%</b>	<b>EFFECTIVE Apr 4/26 3%</b>	<b>EFFECTIVE Apr 4/27 3%</b>	<b>EFFECTIVE Apr 4/28 3%</b>
1	Plant Worker	\$33.89	\$35.25	\$36.66	\$37.76	\$38.89	\$40.06
2	Lift Truck Op.Shipping	\$35.22	\$36.63	\$38.10	\$39.24	\$40.42	\$41.63
	Lift Truck Op.Production	\$35.22	\$36.63	\$38.10	\$39.24	\$40.42	\$41.63
	Machine Operator.	\$35.22	\$36.63	\$38.10	\$39.24	\$40.42	\$41.63
	Recycling Equip. Operator	\$35.22	\$36.63	\$38.10	\$39.24	\$40.42	\$41.63
	Cooler Delivery	\$35.22	\$36.63	\$38.10	\$39.24	\$40.42	\$41.63
3	Premix Filler	\$35.51	\$36.93	\$38.40	\$39.55	\$40.74	\$41.96
	Cooler Sanitizer	\$35.51	\$36.93	\$38.40	\$39.55	\$40.74	\$41.96
4	Checker	\$35.78	\$37.21	\$38.70	\$39.86	\$41.05	\$42.28
	Filler Operator	\$35.78	\$37.21	\$38.70	\$39.86	\$41.05	\$42.28
	Production Equip.Sanitizer	\$35.78	\$37.21	\$38.70	\$39.86	\$41.05	\$42.28
	Equip. Service Shop Person	\$35.78	\$37.21	\$38.70	\$39.86	\$41.05	\$42.28
5	Receiver/Shipper	\$36.13	\$37.57	\$39.08	\$40.25	\$41.46	\$42.70
	Service Equip.Service Trainee	\$36.13	\$37.57	\$39.08	\$40.25	\$41.46	\$42.70
	*Sales Equip. Fountain Installer	\$36.13	\$37.57	\$39.08	\$40.25	\$41.46	\$42.70

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



**RATES PER HOUR - INSIDE CLASSIFICATIONS CONT'D**

<b>WAGE BRACKET</b>	<b>JOB CLASSIFICATION</b>	<b>EFFECTIVE Apr 4/23 4%</b>	<b>EFFECTIVE Apr 4/24 4%</b>	<b>EFFECTIVE Apr 4/25 4%</b>	<b>EFFECTIVE Apr 4/26 3%</b>	<b>EFFECTIVE Apr 4/27 3%</b>	<b>EFFECTIVE Apr 4/28 3%</b>
6	Quality Control	\$36.76	\$38.23	\$39.76	\$40.96	\$42.19	\$43.45
	Syrup Maker	\$36.76	\$38.23	\$39.76	\$40.96	\$42.19	\$43.45
7	Sales Equip. Serviceperson	\$37.08	\$38.56	\$40.10	\$41.30	\$42.54	\$43.82
	Sales Equip. Shop Coordinator	\$37.08	\$38.56	\$40.10	\$41.30	\$42.54	\$43.82
	Sales Equip. Parts Person	\$37.08	\$38.56	\$40.10	\$41.30	\$42.54	\$43.82
8	Warehouse Tractor Driver	\$37.53	\$39.03	\$40.60	\$41.81	\$43.07	\$44.36
9	Equipment Maintenance Person	\$39.01	\$40.57	\$42.19	\$43.46	\$44.76	\$46.11
	Sales Equip. Fountain Installer	\$39.01	\$40.57	\$42.19	\$43.46	\$44.76	\$46.11
	Ergobloc Technician	\$39.01	\$40.57	\$42.19	\$43.46	\$44.76	\$46.11
10	Journeyperson Refrigeration Technician	\$41.52	\$43.18	\$44.90	\$46.25	\$47.64	\$49.07
11	*Journeyperson Auto Mechanic	\$43.64	\$45.38	\$47.20	\$48.62	\$50.07	\$51.58
	Journeyperson Equipment Maintenance Person	\$43.64	\$45.38	\$47.20	\$48.62	\$50.07	\$51.58
12	Programmable Logic Controller (PLC)	\$45.72	\$47.55	\$49.45	\$50.93	\$52.46	\$54.03

<b>CLASSIFICATION</b>	<b>EFFECTIVE Apr 4/23 4%</b>	<b>EFFECTIVE Apr 4/24 4%</b>	<b>EFFECTIVE Apr 4/25 4%</b>	<b>EFFECTIVE Apr 4/26 3%</b>	<b>EFFECTIVE Apr 4/27 3%</b>	<b>EFFECTIVE Apr 4/28 3%</b>
Temporary Rate	\$23.39	\$24.33	\$25.30	\$26.06	\$26.84	\$27.64
Seasonal Rate	\$19.04	\$19.80	\$20.60	\$21.21	\$21.85	\$22.51

Lead Hand shall receive an additional 50¢ per hour.

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

**RATES PER HOUR - INSIDE CLASSIFICATIONS CONT'D**

\*Apprentice Auto Mechanics & Production Journeyperson Millwright/Electrician will be paid a percentage of the Journeyperson wage as follows:

Starting Rate	- 70%
After Successful Completion of 1 <sup>st</sup> Year	- 80%
After Successful Completion of 2 <sup>nd</sup> Year	- 85%
After Successful Completion of 3 <sup>rd</sup> Year	- 90%

Once the apprentice receives the trade license they will automatically be assigned to the appropriate classification (i.e. Journeyperson Equipment Maintenance Person or Journeyperson Auto Mechanic).

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

\$1.50 less than the rate in effect for this wage bracket until the first work week following the completion of their first sixty- five (65) days worked of employment. After completion of their probationary period, at the full rate.

An employee shall have the right to bid on a job opening in an equal plant classification (same wage bracket) but shall be limited to one such bid in any twelve (12) consecutive calendar month period.

In all cases of permanent transfers, the transferred employee will be paid the rate of the job to which they are transferred.

**APPENDIX "B"**

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

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

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

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

**Article 39** Delete last sentence

- (a) The present seniority lists of Chilliwack employees shall be dovetailed into their respective seniority lists for Mayfair/Richmond with following restrictions:
1. During periods of lay-off, there will be no bumping between Chilliwack and Mayfair/Richmond seniority groups.
  2. Job postings for Chilliwack shall be posted for all employees to bid upon and shall be awarded in accordance with Article 13 of the Collective Agreement. Employees must start their day from work location designated on the posting.
  3. Vacation scheduling to be separate between Chilliwack and Mayfair/Richmond.
  4. In the event that work now performed by Chilliwack employees should be transferred to the Mayfair/Richmond operation, then a corresponding number of the affected Chilliwack employees shall also be transferred to operate out of the Mayfair/Richmond operations.
  5. The Company shall endeavour to have Chilliwack O/T work available for Chilliwack employees.
- (b) In the case of Chilliwack employees only, Article 20 (r) of the Agreement shall be deemed to provide for an "on call" premium of \$90.00 for a seven (7) day week and \$115.00 for a week including a holiday.

**CHILLIWACK SERVICE DEPARTMENT**

- (a) Employees who are required to work ten (10) hour days in the Service Department shall be scheduled to work consecutive days.
- (b) When a serviceperson is off on vacation, the remaining serviceperson will be scheduled on eight (8) hour shifts.

**APPENDIX "C"**

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

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

**APPENDIX "D"****EQUIPMENT SERVICE****A - SALES EQUIPMENT SERVICE TRAINEE**

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

1. Candidates for a posted job vacancy as a Sales Equipment Service Trainee shall:
  - (a) Successfully complete the applicable aptitude test(s) prior to appointment; and
  - (b) Hold a valid, appropriate driver's license.
2. The successful candidate for a posted vacancy in the position of Sales Equipment Service Trainee will undertake such training as described in the Training Matrix for Sales Equipment Service Trainee.
3. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of a Sales Equipment Service Trainee. In such event, the employee shall revert to their former position and, in so doing, shall displace the employee who succeeded them in that position.
4. On successful completion of the training program a Sales Equipment Service Trainee shall thereupon be reclassified and paid as a Sales Equipment Serviceperson. Employees who work two thousand (2,000) hours in the training program will have their rate of pay increased to the Sales Equipment Serviceperson rate, but will not be promoted to the Sales Equipment Serviceperson classification until they successfully complete the training program.

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

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

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

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

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

Coolers:

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

Vendors:

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

Fountains:

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

Major Equipment:

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



Other agreed to items:

Subject to the above provisions:

- The Company and Union agree that a one (1) week refresher route ride will be allowed for any trainee who does not pass a section but does receive a mark between 55% and 64%. A trainee receiving a mark below 55% in any section will be released from the training program.
- The Company and the Union agree that there is no final exam for the trainee and that successful completion of the four sections is sufficient.
- The Company and the Union agree that each trainee will spend a minimum of two (2) weeks with the installation crews.
- The Company will agree to provide the trainees with access to the Company's internet site to allow them to access the training material available (coketech.ca).
- The Company and the Union agree that when the two (2) or three (3) week training course is made available, the training schedule will be on hold for that time period and the trainee will return to the schedule at the completion of the course.
- The Company and the Union agree that in the event of a layoff, any and all trainees will be laid off regardless of seniority prior to a Service Technician.

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

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

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

5. If an Equipment Service Shop Person is a successful applicant in obtaining a job posting, they shall be moved to the new job posting once the trainee has completed one hundred and sixty (160) hours of practical experience as per point four (4) above. In the event the trainee does not complete the training program/trial period, the former Equipment Service Shop Person may be recalled to train the subsequent trainee up to one hundred and sixty (160) hours.

**LETTER OF UNDERSTANDING #1****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: GENERAL MATTERS**

1. If any provision contained in the Employment Standards Act and Regulations (Act) is amended which is a greater requirement than a similar provision in the collective agreement the parties agree to discuss the difference to determine whether the amended standards can be implemented for the duration of the Agreement.
2. This pertains to rotation of employees on production lines. This does not pertain to any employees on the Sales Seniority List. The Company will make every good faith effort to:
  - i. Allow more senior employees to have first choice on which machines they will work on a given line.
  - ii. Prior to seasonal employees being offered overtime as a continuation of shift, the overtime opportunity will be offered to all qualified full time employees on site.
  - iii. Employees on the can line will rotate on shifts every two weeks where possible.
3. Where there is a delay in receipt of a cheque for Weekly Indemnity or Workers' Compensation (other than a Workers' Compensation claim where the validity of such claim is being challenged), the Company will advance the amount of such payment to the employee and the employee shall reimburse the Company by endorsement of the insurance cheque(s) when received.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #2****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****Re: WORK LOCATION PREFERENCE**

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

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

It is understood the junior employee in the classification shall be displaced in order to facilitate the movement between locations. If the junior person is a floater employee they will only be displaced if they are performing the majority of the work in the corresponding classification.

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

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

The above applies to Mayfair, Chilliwack and Richmond locations.

DATED AT VANCOUVER, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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**LETTER OF UNDERSTANDING #3**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**

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

**RE: 4x10 WORK WEEK**

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

- (a) Notice of change to or from a 4 X 10 schedule will be given through the normal posting procedure for shift schedules.
- (b) Daily overtime (in excess of 10 hours) shall be at time and one-half for the first hour and double time thereafter.
- (c) The first five hours worked on the 1<sup>st</sup> non-scheduled off day will be paid at time and one-half (1 ½ x) and double time (2x) for hours thereafter. Each additional non-scheduled off day worked will be paid at double time (2x). A minimum of five (5) hours will be guaranteed if scheduled to work on a non-scheduled day off.
- (d) 4 X 10 shifts will be staffed by those employees who would be normally scheduled to work on the shift which is changed from 5 x 8 to 4 x 10.
- (e) If a General Holiday is observed on a 4 x 10 employee's day off, the employee will have the option of receiving 10 hours pay or a day off, with pay, at a time mutually agreed between the Company and the employee.
- (f) The 8 hour limit on required overtime referred to in Article 20 (q) shall apply to the 4 days constituting the normal 4 x 10 work week.

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

- (g) In the event of a Wednesday to Saturday 4 x 10 work week, the premium provided for in Article 20 (a) shall apply to all hours worked in such work week. This premium does apply to overtime resulting in a continuation of shift, it does not apply to off-day overtime.

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

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #4****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: COCA-COLA REFRESHMENTS CANADA COMPANY PENSION PLAN**

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

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #5****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: 3 X 12 WORK WEEKS**

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

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

Week 1:	3 consecutive 12 hour days	36 hours
Week 2:	3 consecutive 12 hour days	36 hours
Week 3	4 consecutive 12 hour days	48 hours
		120 hours
- (c) Daily overtime (in excess of 12 hours) shall be at double time (2x).
- (d) The first four (4) hours worked on a 4<sup>th</sup> day will be paid at time and one-half (1½) and double time (2x) thereafter, excluding the 4<sup>th</sup> day of the 3<sup>rd</sup> week of the rotation. A minimum of four (4) hours will be guaranteed if scheduled to work on a 4<sup>th</sup> day.
- (e) Each employee on the 3 x 12 work week shall receive three (3) fifteen (15) minute paid breaks.
- (f) 3 x 12 shifts will be staffed by those employees who would be normally scheduled to work on the shift which is changed from either a 5 x 8 or 4 x 10 or 3 x 12.
- (g) If a General Holiday is observed on a 3 x 12 employee's day off, the employee will have the option of receiving 12 hours' pay or a day off, with 12 hours' pay, at a time mutually agreed between the Company and the employee.
- (h) The 8 hour limit on required overtime referred to in Article 20 (q) shall apply to the 12 hour days constituting the normal 3 x 12 work week.

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

- (i) In the event of a Wednesday to Saturday 3 x 12 work week, the premium provided for in Article 20(a) shall apply to all hours worked in such work week. This premium does apply to overtime resulting in a continuation of shift, it does not apply to off-day overtime.
- (j) Such opportunities to be posted and filled on a voluntary basis, by seniority.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #6**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**AND: TEAMSTERS LOCAL UNION No. 213**  
**RE: COOLER SERVICE AND DELIVERY MERCHANDISERS**

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

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #7****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: ON CALL, SERVICE DEPARTMENT**

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

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

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

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

**ON-CALL PROPOSAL - TWO PERSON/TWO WEEK ROTATION****PRIMARY (City)**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
O	X	X	X	X	X	O
Off	2/10	2/10	2/10	2/10	8/4:30	off

**SECONDARY (GM)**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
X	X	O	X	X	X	O
2/10	*2/10	*off	*2/10	2/10	12/8	off

\*Floating day off, midweek (no event)

**COVERAGE**

MONDAY:	Primary day off Secondary all calls and GM events
TUESDAY:	Primary all calls Secondary GM events
WEDNESDAY:	Primary all calls Secondary day off" (no event)
THURSDAY:	Primary all calls Secondary GM event
FRIDAY:	Primary all calls Secondary GM event
SATURDAY:	Primary all calls (am start) Secondary GM event (pm start)
SUNDAY:	Primary day off, all calls Secondary day off, GM event

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

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

**Conditional Changes**

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #8****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: FULL-SERVICE VENDING AND UTILITY RELIEF**

Where regular Full-Service Vending employees and Utility Persons are required for these classifications, the positions will be filled by the most senior relief incumbent and, as a result, only "Relief Positions" would be posted as per the posting procedure for these job classifications. Relief incumbents could only maintain one relief posting in the bargaining unit. Relief positions can be declined by an employee after providing the Company with thirty (30) days notice provided they have held said relief position for a minimum of eighteen (18) months from the date they completed the trial period.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #9****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: SEASONAL AND TEMPORARY EMPLOYEES**

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

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #10****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: COMMUNICATION DEVICES**

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #11****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: SHIFT START TIMES**

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

**All Departments:**

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

**Sales Department:**

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #12**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**AND: TEAMSTERS LOCAL UNION No. 213**  
**RE: DELIVERY MERCHANDISER — REPLACEMENT**

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #13****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: TOOL LIABILITY COVERAGE**

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

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

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #14****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: LEAD HANDS**

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

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

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

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #15****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: RECALL TO WORK FROM LAY-OFF**

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #16****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: 4x10 and 3x12 WORK WEEK — Richmond Maintenance (Journey person  
Equipment Maintenance Person and Equipment Maintenance Person)**

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

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

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

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

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

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

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

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

(f) In the event a scheduled work week includes Saturday, the employee will receive \$0.50 per hour for all hours worked during the week. In the event a scheduled work week includes Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. In the event a scheduled work week includes Saturday and Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. These premiums apply to overtime resulting in a continuation of shift, they do not apply to off-day overtime.

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

2. In the event that a rolling 3 x 12 hour work week is introduced, the following guidelines shall apply:

(a) Notice of change to or from a 3 x 12 schedule will be given through the normal posting procedure for shift schedules.

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

(b) Daily overtime (in excess of 12 hours) shall be double time (2x).

(c) The first four (4) hours worked on the 1<sup>st</sup> non-scheduled off day will be paid at time and one-half and double time for all hours thereafter. Each additional non-scheduled off day worked will be paid at double time (2x). A minimum of five (5) hours will be guaranteed if required to work on a non-scheduled day.

(d) Each employee on the 3 x 12 work week shall receive three (3) fifteen (15) minute paid breaks.

(e) If a General Holiday is observed on a 3 x 12 employee's day off, the employee will have the option of receiving 12 hours' pay or a day off, with 12 hours' pay, at a time mutually agreed between the Company and the employee.

(f) The 8 hour limit on required overtime referred to in Article 20 (q) shall apply to the 12 hour days constituting the normal 3 x 12 work week.

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

(g) In the event a scheduled work week includes Saturday, the employee will receive \$0.50 per hour for all hours worked during the week. In the event a scheduled work week includes Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. In the event a scheduled work week includes Saturday and Sunday, the employee will receive one dollar \$1.00 per hour for all hours worked during the week. These premiums apply to overtime resulting in a continuation of shift, they do not apply to off-day overtime.

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

DATED AT VANCOUVER, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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**LETTER OF UNDERSTANDING #17**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**AND: TEAMSTERS LOCAL UNION No. 213**  
**RE: 4x10 WORK WEEK — Merchandisers**

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

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

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

- (b) Daily overtime (in excess of 10 hours) shall be at time and one-half for the first hour and double time thereafter.
- (c) The first five (5) hours worked on the 1<sup>st</sup> non-scheduled off day will be paid at time and one-half and double time for hours thereafter. Each additional non-scheduled off day will be paid at double time (2x). A minimum of 5 hours will be guaranteed if required to work on a non-scheduled day.
- (d) If a General Holiday is observed on a 4 x 10 employee's day off, the employee will have the option of receiving 10 hours pay or a day off, with pay, at a time mutually agreed between the Company and the employee.
- (e) The 8 hour limit on required overtime referred to in Article 20 (q) shall apply to the 4 days constituting the normal 4 x 10 work week.

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

- (f) In the event a scheduled work week includes Saturday, the employee will receive \$0.50 per hour for all hours worked during the week. In the event a scheduled work week includes Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. In the event a scheduled work week includes Saturday and Sunday, the employee will receive \$1.00 per hour for all hours worked during the week. These premiums apply to overtime resulting in a continuation of shift, they do not apply to off-day overtime.

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

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

DATED AT VANCOUVER, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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**LETTER OF UNDERSTANDING #18****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: ALTERNATIVE DISTRIBUTION**

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

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #19****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: NEW FULL TIME EMPLOYEES & RETIREMENT**

The Company shall ensure that within thirty (30) calendar days all new regular full-time employees will be provided the following:

1. Employees will be given information regarding the Company's prevailing health and dental plan, including any forms relating to benefit selection.
2. Employees will be provided with their allotment of work clothing as per Article 7. If there are supplier issues providing specific garments, the Company will endeavour to provide an appropriate substitute.
3. Employees will be provided with an opportunity to meet with a union steward for fifteen (15) minutes without a loss of pay. Such meeting must be pre-scheduled at a time that does not interfere with the operations of the Company.

When an employee wishes to retire, the employee may request time with their manager who will direct the employee to the appropriate resources to process their retirement.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #20**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**AND: TEAMSTERS LOCAL UNION No. 213**  
**RE: EMPLOYEES WHO RETIRE PRIOR TO DECEMBER 31, 2011**

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

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #21**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**AND: TEAMSTERS LOCAL UNION No. 213**  
**RE: COMPANY DEFINED CONTRIBUTION PENSION PLAN**

During 2017 negotiations, the Company and Union agreed that effective January 1, 2018 all employees who do not participate in the Company's Defined Benefit Pension Plan (DB) will be enrolled into a new Defined Contribution Pension Plan (DC). The new DC is composed of two components, a Mandatory Contribution component (a mandatory 5% Company and 2% employee contribution referenced in the Collective Agreement) and an Optional Contribution component (up to an optional 5% employee contribution with a 50% match by the Company which is not referenced in the Collective Agreement). The Company reserves the right to amend, modify or alter the Optional Contribution component of the DC Plan.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #22**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**AND: TEAMSTERS LOCAL UNION No. 213**  
**RE: EMPLOYEE SAVINGS AND INVESTMENT PLAN (ESIP)**

During the 2017 round of collective bargaining negotiations, the Union expressed concerns over the Company's past contributions into the Employee Savings and Investment Plan (ESIP). Company contributions that were previously not accessible to employees until retirement or when an employee left the Company will be made accessible effective January 1, 2018.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #23****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: COMPANY HEALTH & WELFARE PLAN FOR FULL TIME EMPLOYEES**

During the 2017 round of collective bargaining negotiations, the Union expressed concerns over the Company's prevailing national health and welfare plan for full time employees (Benefits Plus) outlined in Article 30.

Benefits Plus is a comprehensive extended health, dental and drug benefit program that is offered to all eligible employees. For the life of the April 4, 2023 through April 3, 2029 collective agreement, the Company and the Union agree to the following:

- The Company will continue to provide employees with an extended health, dental and drug benefit program as part of the national Benefits Plus program;
- The Company commits to cap increases to employee premium contributions, for all tiers of coverage, to no more than eight percent (8%) per year for each calendar year commencing January 1, 2018;
- Eligible full time employees may elect benefit coverage levels once every calendar year during the benefits enrolment period. Changes to benefit coverage will only be allowed in the case of qualifying life events (example, marriage, birth of child) as outlined in the plan.
- The Union may grieve additional changes to the benefits plans which are made outside of the normal yearly review or increases to employee contributions beyond the eight percent (8%).
- In order to control, overall health and welfare cost, the Union acknowledges the Company's right to review and make amendments to the national Benefits Plus program on a yearly basis. Changes to the national program are not intended as a means of reducing the Company's average national employee cost. Changes to plan design and employee contributions will be communicated and discussed with the Union prior to the changes taking effect.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #24**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**AND: TEAMSTERS LOCAL UNION No. 213**  
**RE: OVERTIME SCHEDULING – OFF DAY (INSIDE SENIORITY LIST)**

Regarding the manner in which the Company was scheduling or assigning “off day” overtime, the Company and Union agree to the following:

1. When the Company has predetermined that planned “off day” overtime is required (i.e. not overtime that results as a continuation of a shift), then when reading Article 20 (i) the following shall apply:

- (a) At the end of the work week if the Company determines it will require planned overtime of more than four (4) hours on an “off-day”, and such advanced knowledge is sufficient to allow for the canvassing process required by the Collective Agreement, the Company agrees that the opportunity for such overtime will be offered on a seniority basis, by department, by location.

In the event that a senior employee has made themselves available (has complied with the canvassing process required by the Collective Agreement), to work planned off-day overtime where such overtime occurs immediately following or preceding their shift, this overtime will be considered as a continuation shift and the employee will be paid in accordance with Article 20(c).

- (b) In the beginning of any work week if the Company requires “off day” overtime of more than four (4) hours, and they do not have sufficient time to allow for the canvassing process required by the Collective Agreement, the overtime shall be offered on a seniority basis, by department, by location.

In the event that a senior employee has made themselves available to work such planned off-day overtime where such overtime occurs immediately following or preceding their shift, this overtime will be considered as a continuation shift and the employee will be paid in accordance with Article 20(c).

- (c) Employees posted at the Viking Way location, concerning “off-day” overtime, employees will only be permitted to work one (1) overtime shift immediately following or preceding their normally scheduled shift, and will not be permitted to work two (2) consecutive “off-day” overtime shifts unless there are no other qualified volunteers who have signed the overtime sign-up sheet.

Employees not posted at the Viking Way location, concerning “off-day” overtime, employees will only be permitted to work one (1) overtime shift immediately following or preceding their normally scheduled shift, and will not be permitted to work more than two (2) consecutive shifts.

- (d) Off-day overtime must be completed so as to allow for the required rest between regularly scheduled shifts as per Article 20(n).

### **Pre-planned Multi-Week "Off-Day" Overtime Scheduling (INSIDE SENIORITY LIST)**

During 2023 bargaining, the Company and Union met to discuss the need to schedule "off-day" overtime in advance over several weeks to ensure production volumes can be fulfilled. The Company and Union have agreed to the following overtime posting/planning process that will be implemented in all locations/departments (as identified by the Company) to support specific pre-planned production line operations:

1. The Company will identify production requirements that will need to be satisfied in monthly blocks. These blocks will be of four (4) or five (5) weeks in length and will start on a Monday and finish on a Sunday.
2. The Company will post a matrix of trained and qualified employees for each production equipment/machinery. This matrix will be updated as needed and no less than annually.
3. On the Monday five (5) weeks prior to the block, the Company will post the overtime needs for the block. The posting will go up on the Monday and come down the Thursday of the same week by 3:00 PM. The Company will assign the overtime to trained and qualified employees by seniority to fill the operational needs and post the results on the following Tuesday by 3:00 PM.
  - a) When scheduling block overtime employees posted in Viking Way, if a senior employee signs up for two (2) overtime shifts where one shift immediately follows another shift, the senior qualified employee will be given preference to one of the overtime shifts and the next senior qualified employee will be assigned to the other overtime shift (preference will be indicated on the overtime sign-up sheet). Employees will only be permitted to work consecutive overtime shifts if there are no other qualified volunteers on the overtime sign-up sheet.
  - b) If an overtime requirement cannot be filled, the Company will assign (forced) a junior employee(s) in accordance with Article 20 (q). The junior employee(s) will be assigned by 3:00 PM Tuesday as per above. A junior employee in the classification who is required (forced) to work, will only be assigned to one eight (8) hour "off-day" overtime shift per week. If a junior employee is scheduled a shift (forced) through this process, that junior employee may be required (forced) to work not in excess of an additional eight (8) hours of overtime in the same week as per Article 20 (q).
  - c) It is understood that if an employee has worked eight (8) hours of overtime during the normal work week as described in Article 20 (q) and this employee signed up for and was awarded block overtime, the employee will be required to work the block overtime.
  - d) Once the overtime requirements are posted they will not be altered, and employees will not be able to revoke their award/assignment unless their non-availability is due to a protected statutory leave or has been approved by the Company. If an employee fails to report to work for an awarded overtime shift for any other reason, that employee will not be considered for block overtime opportunities for the next block to be awarded.
  - e) Concerning Article 20 (t), if an employee does not come to work on their regularly scheduled straight time shift, had volunteered and was awarded block overtime, the employee will be paid at straight time rates for the block overtime shift and will be required to work the shift.

Concerning Article 20 (t), if an employee does not come to work on their regularly scheduled straight time shift, was assigned (forced) to a block overtime shift, the employee will be paid at overtime time rates for the block overtime shift and will be required to work the shift.

- f) Once overtime has been awarded, the original block overtime sign-up sheet will be used to fill the overtime needs if an employee becomes unavailable for the block overtime. The Company will fill the vacant overtime assignment by canvassing employees by seniority from that sign-up sheet - same off-day assignment (start time/duty.) If the sign-up sheet becomes exhausted, the Company will fill the overtime opportunity as per Article 20 (i).
4. Once the overtime is awarded such overtime can only be canceled by the Company in the event of supply issues, mechanical breakdown on the line which the work is scheduled or by any other interruption beyond the control of the Company.
5. Following the implementation of this multi-week "off-day" overtime process, the Company and Union will meet to address any issues/concerns regarding its implementation.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #25****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: MID-TERM WAGE ADJUSTMENTS**

During the 2023 bargaining, the Company and Union discussed the need to review wage rates contained in the collective agreement on a regular basis. This process will allow the parties to respond to the need for the recruitment of new employees and retention of current regular employees due to market pressures.

The process will provide that the parties agree to meet annually, within sixty (60) days of the yearly anniversary date of the current collective agreement to review the wage rates for the classifications set out in the collective agreement in comparison with similar workplaces.

If a review is required prior to that set out in the preceding paragraph, either party may request a meeting with the other party within thirty (30) days.

If a meeting is requested, either party may request a mediator to assist in the annual review. If requested, the mediator may provide non-binding recommendations to the parties.

This Letter of Understanding shall be for the term of the collective agreement and may be renewed by mutual agreement of the parties.

DATED AT VANCOUVER, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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**LETTER OF UNDERSTANDING #26**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**

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

**RE: APPRENTICESHIP PROGRAM FOR JOURNEYPerson EQUIPMENT  
MAINTENANCE PERSON (I.E. MILLWRIGHT OR ELECTRICIAN) AND  
JOURNEYPerson AUTO MECHANIC**

The Company and the Union agree that the following is the procedure for the FLEET/PRODUCTION JOURNEYPerson APPRENTICE TRAINING PROGRAM in conjunction with SKILLED TRADES B.C.

**FLEET/JOURNEYPerson APPRENTICE SELECTION PROCESS**

- a) An interest posting will be placed in accordance with Article 13 of the collective agreement for an apprentice(s) in fleet and/or production.
- b) A joint Company and Union Committee will be formed, comprised of an equal number of members from each party, to oversee this process. This will be a joint review, but the Company will have the final decision. The Company agrees if their decision conflicts with any provisions of the collective agreement, it may be subject to the grievance procedure.

The Committee shall be comprised as follows:

- The Chief Shop Steward or a Shop Steward to be determined by the Union.
- The Maintenance/Fleet Manager (or designate)
- The Maintenance/Fleet Supervisor (or designate)
- A posted Journeyperson (depending on the applicable posting). The Journeyperson may be elected by union members in the Journeyperson classification if more than one candidate.

The applicants from the posting will be assessed according to the following minimum criteria:

- i) Applicants must satisfy the licensing school admission requirements;
- ii) Applicants must hold a Grade 12 education or GED with documentation required;
- iii) Applicants will be required to pass an independent aptitude test prior. Such test will have two components – 1) Combined Basic Skills and 2) Mechanical Aptitude. The passing grade required will be 65% for each component. Any employee taking the test is entitled to know the results.
- iv) External Apprentices hired by the Company will be credited their apprentice hours worked under the Province's Journeyperson Certification process and will be paid according to Appendix A (i.e. an external apprentice who has successfully completed their first full year of apprenticeship will be paid at eighty (80%) percent of the Journeyperson's wage rate).

Previous relevant experience and/or formal training/courses will also be assessed and considered but will not be a minimum requirement. Applicants are required to provide proof of such experience and/or formal training.

- c) The Committee will review those with the highest cumulative score on the aptitude tests, evaluation of high school education and evaluation of previous related training and proceed to a panel interview consisting of two (2) Union Members and two (2) Managers. The panel will score the interview answers and then the combined score for the interview and aptitude testing. The Committee then will make a recommendation to the Company designate of a potential candidate. The final decision will be made by the Company as per b) above. If there are no candidates that satisfactorily meet the criteria under this process, the Company will discuss with Committee the next steps including a review of external candidates.
- d) If there is a successful internal candidate they will be awarded the apprenticeship position and the award will be posted as per article 13.
- e) External candidates will be treated as new employees as per the collective agreement.
- f) For internal candidates, if their current rate of pay at the time of the awarding of the apprenticeship position is higher than the posted apprentice rate of pay listed in Appendix "A", the apprentice will be paid their current rate and that rate will remain frozen until such time that the apprentice rate is greater than or equal to the frozen rate.

## TRAINING

- a) The apprentice will be trained in accordance with SKILLED TRADES BC requirements in conjunction with a recognized college (BCIT or equivalent).
- b) The apprentice will not receive pay from the Company while attending school. The apprentice, subject to eligibility requirements, may apply for EI benefits for the period when they are attending "block" schooling. Trainees may also apply for provincial grants, loans, or funding as available by the province. Vacation time will accrue when an employee is attending "block" schooling. Apprentices attending school will remain covered under the Company's Health and Welfare benefit Program. Apprentices will be required to make up benefit contributions on their first pay once they return to work.
- c) Training will be a combination of on the job and classroom training at an approved college. In classroom training may be scheduled as per the block below or as determined by approved college i.e. BCIT or equivalent.

Millwright		Fleet Mechanic		Electrician	
Yr 1:	7 week block	Yr 1:	10 week block	Yr 1:	10 week block
Yr 2:	7 week block	Yr 2:	8 week block	Yr 2:	10 week block
Yr 3:	7 week block	Yr 3:	6 week block	Yr 3:	10 week block
Yr 4:	7 week block	Yr 4:	5 week block	Yr 4:	10 week block

- d) All apprentices are responsible for providing their own tools. All apprentices will be entitled to the tool allowance as per Article 37.
- e) The Company will pay 100% of tuition and books once the apprentice submits receipts.



- f) Should an apprentice fail to pass any year (i.e. blocks), the Company shall not be obligated to pay any expenses to the apprentice, as described herein, while repeating that year. In addition, the apprentice shall not progress to the next pay level until successful completion of such examinations and other requirements to proceed to the next level.

If an apprentice is unsuccessful in completing of any one (1) year/block after two (2) attempts this will result in automatic termination of the employee's apprenticeship.

If the apprentice was an internal candidate, the apprentice will return to their former position. The unsuccessful apprentice will re-pay 100% of the tuition and books associated with the applicable year of the program not passed and will not be eligible to re-enter the program.

If the apprentice was an external candidate, the apprentice may fill an open vacancy as per Article 13. The apprentice will then be put last on their seniority list, and their seniority date will be changed to the date of disqualification. The unsuccessful apprentice's original hire date will be used for the purposes of vacation. The unsuccessful apprentice will re-pay 100% of the tuition and books associated with the applicable year of the program not passed and will not be eligible to re-enter the program.

- g) The apprentice will be responsible for travel to and from college and any parking fees.
- h) The employee will be required to attend classes and maintain a satisfactory attendance record as prescribed by the school during the blocks of schooling.
- i) The Committee may recommend cancelling the apprenticeship agreement for any particular apprentice due to (but not limited to) the apprentice's inability to learn on-the-job, unsatisfactory work, failure to follow instructions, failure to abide to safety procedures that the apprentice has been trained on and has signed off on etc. The Company will have the final decision on cancelling the apprenticeship program for a particular apprentice. These former apprentices will be treated in the same manner as (f) above.
- j) Upon completion of the apprenticeship program, the applicant will be required to write and pass the Provincial Journeyman's Certification exam. Apprentices will be provided up to three (3) attempts to pass the final exam; the Company will only pay for the first attempt to pass the exam. Should the apprentice not receive their trade license within one year of completing the program, they will be treated in the same manner as (f) above.

Once the applicant receives the trade license they will automatically be assigned to the appropriate classification (i.e. Journeyman Equipment Maintenance Person or Journeyman Auto Mechanic).

- k) Once the apprentice passes the provincial exam and becomes a journeyman, if they choose to leave the journeyman function or leave the Company within three (3) years of attaining the Journeyman's Certificate, they will be required to reimburse the Company for all tuition and books.
- l) The thirty (30) day trial period as required by Article 13 (d) 1 will be applied to the first thirty (30) days worked as an apprentice at the facility. After the completion of the program and the apprentice has been automatically assigned to the appropriate classification (i.e. Journeyman Equipment Maintenance Person or Journeyman Auto Mechanic), the thirty (30) day trial period in Article 13 (d) 1 will not apply.



LAYOFF

In the event of layoff, Article 19 c) will apply. However, if the apprentice is attending "block" school at the time of the layoff, they will be permitted to finish that block of schooling before the layoff is effective.

SHIFTS

Shifts will be scheduled based on the collective agreement and in conjunction to when training is available.

OVERTIME

Apprentices will only be eligible for journeyperson overtime in their department (no overtime in any other classification) for which they are qualified to perform. Apprentices will be eligible for overtime only once the overtime list for all regular journeypersons has been exhausted.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #27****BETWEEN: COCA-COLA CANADA BOTTLING LIMITED****AND: TEAMSTERS LOCAL UNION No. 213****RE: APTITUDE TESTING**

At 2023 bargaining the Company and Union discussed qualification aptitude testing. The Company and Union agreed to the following:

1. The Company will provide employees with a sample test showing the general content of the aptitude test(s) thus providing employees a way to simulate taking these test(s).
2. Once employees take the actual aptitude test for a posting, the Company will meet with the employee to let them know their test result.
3. If the employee fails, the Company will provide (if available) general feedback as to areas for improvement.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

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**LETTER OF UNDERSTANDING #28**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**

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

**RE: JOB POSTING AND AWARD PROCESS FOR ERGOBLOC TECHNICIAN POSITION**

On June 21, 2022, the Company announced a major capital investment at its Richmond, British Columbia manufacturing facility. This investment is valued at approximately \$24 million dollars and involves the installation of a state-of-the-art PET solution that combines the operation of multiple machines into a single operating unit (the Ergobloc). This investment in the Richmond production facility is a great step forward in the modernization of the facility and will help in making the operation competitive for years to come, thus ensuring the longer-term success of the plant.

Due to the critical nature of the position and the extensive training requirements, the Company and Union have agreed to the following:

1. The process agreed on December 9, 2022 for the initial eight (8) Ergobloc technicians positions shall remain in place in its entirety for these initial eight (8) postings as per the letter of agreement.
2. The Ergobloc Technician will own the entire process related to the operation of the machine including performing all checks and controls (including all quality requirements), making adjustments, running equipment, changing over components, keeping the equipment clean and simple maintenance (i.e. not breakdowns.)
3. The Ergobloc Technician job will form part of the production department with respect to the following:
  - a) Overtime
  - b) Headcount for vacation
  - c) Scheduling of vacation at the same time
4. Any new Ergobloc Technician jobs will be awarded to the senior employees in accordance with article 13(a), (b), (c) of the collective agreement.

The application of Article 13 (d) will be modified to reflect the changes below.

- a) As per article 14(a) applicants will be required to pass an independent aptitude test prior to appointment. Such test will have two components – 1) Combined Basic Skills and 2) Mechanical Aptitude. The passing grade required will be 65% for each component. Any employee taking the test is entitled to know the results.

- b) The senior applicant who has satisfied 4 a), will observe the operations of the Ergobloc at the facility for one (1) week.

The senior applicant will have 72 hours following their one (1) week observation of the Ergobloc operations to either: i) elect to return to their former job without penalty; or ii) sign the confirming document for verification of such understanding and that they have been awarded the job.

Once the confirming document is signed, employees will be paid the Ergobloc Technician wage rate. Applicants will not be permitted to apply for any other posting once they sign the confirming document. Applicants will not be allowed to post out of Ergobloc Technician position for fifteen (15) months from the date of the confirming document.

In the event a posted Ergobloc Technician wants to exit the position at the fifteen (15) month date, they must notify the Company three (3) months prior. This Ergobloc Technician will have to either post to another vacant position, or they will be assigned as a Floater at Viking Way. The Ergobloc Technician will be required to finish the fifteen (15) month period, unless, at the sole discretion of the Company, the move can be made sooner to the posted position.

- c) Applicants may be required to have a valid passport to meet travel requirements. If a valid passport is required, the Company will place such details on the posting as per Article 13 (a). It is understood if such requirement was to change for any reason the Company will repost the posting.
- d) Applicants may be required to travel to the United States.
- e) If hotel/flights are required they will be prearranged and paid for by the Company. Employees will receive reimbursement of meal expenses as per the Company travel policy. All other travel expenses will be covered by the Company including travel time (to a maximum of 8 hours per day at the employee's rate of pay). If an employee is required to travel on their scheduled day off applicable overtime rates per the collective agreement will apply (to a maximum of 8 hours per day).
- g) The trial period of thirty (30) days worked per article 13 (d) 1 of the collective agreement does not apply to Ergobloc Technician applicants.

- (h) If at any point the applicant is disqualified for the Ergobloc Technician or elects on their own to return to their former job prior to signing the confirming document, the original job posting list shall be used and the next eligible employee will go through the qualification-training process as listed in this letter of understanding.

DATED AT VANCOUVER, British Columbia, this                      day of                      2023.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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**LETTER OF UNDERSTANDING #29**

**BETWEEN: COCA-COLA CANADA BOTTLING LIMITED**  
**AND: TEAMSTERS LOCAL UNION No. 213**  
**RE: MANUAL TRANSMISSION CLASS 1 DRIVER TRAINING PROCESS**

During 2023 collective bargaining, the Company and Union discussed the need to fill classifications that require a Class 1 driver's licence. Accordingly, the Company and the Union agree to the following process in order to fill new Manual Transmission Class 1 Drivers in place of Article 14 f) 2). This process will be implemented within thirty (30) days following ratification.

Following the implementation of this training process, the Company and Union will meet to address and correct any on-going issues/concerns. If there are any unresolved issues, the Company or the Union may cancel this process with thirty (30) days advance notice and Article 14 f) 2) shall apply. Employees who start this program will be given the opportunity to complete it.

**TRAINING SELECTION PROCESS**

When the Company posts a position requiring a Class 1 Driver's Licence with Air, it will do so as per Article 13 of the collective agreement. To be eligible for this training, if the employee does not have a Class 1 driver's licence with air, they must have a Class 5 (or higher) driver's licence with a safe driving record.

**TRAINING MANUAL TRANSMISSION CLASS 1 DRIVER**

- a) Training will include, but not be limited to, a combination of classroom and practical experience covering all elements required by the Ministry of Transportation of British Columbia (MTBC), to obtain a Class 1 Driver's Licence with Air to operate a manual transmission truck.
- b) The employee will complete their commercial medical prior to the commencement of the program.
- c) The employee will complete the MTBC written Class 1 learners permit test within 4 weeks following the signing of the confirming document.
- d) The employee will complete the Mandatory Entry-Level Training (MELT) program provided by the Company's approved supplier.
- e) The employee must pass the Company's approved supplier MELT written tests and practical assessments.
- f) The employee will be required to pass the MTBC road test. If the employee fails to pass the road test, the employee will be allowed up to two (2) additional attempts to pass the MTBC road test. In any event, the road test must be passed within four (4) weeks following the first attempt, which may be extended by mutual agreement in writing between the Company and Union.

- g) If for any reason the employee does not pass any requirement up to and including the MTBC road test as above, that employee will not be eligible to repeat this training process as described in this Letter of Understanding.
- h) The program must be completed within ninety (90) calendar days of signing the confirming document. This ninety (90) calendar day period may be extended by mutual agreement in writing between the Company and Union.
- i) In the event the employee does not complete or is unsuccessful in passing their medical or any of the above testing required in the time permitted, they will immediately be removed from the program and returned to their previously posted position.
- j) 1) Once the employee completes the above training and begins working as a Class 1 Driver, they will be evaluated over a sixty (60) working day trial period. This trial period may be extended up to an additional thirty (30) working days by mutual agreement in writing. In the event the employee is disqualified from the job (all within the trial period), the employee will not be able to bid on the same job for one (1) year and will not be able to bid on any job for six (6) months. If the employee is disqualified, they shall be returned to their former position without loss of seniority.
- 2) The employee who has successfully completed the trial period will not be able to post to another position from the date the confirming document was signed and for twelve (12) months following the passing of the MTBC road test.

#### Payment while in the Program for regular full-time employees

The employee will need to complete the commercial medical on their own time. The Company will reimburse the associated fee to take the medical.

The employee will be paid at their current position posted rate (the position they held prior to signing the confirming document) for the time required to complete the MELT written test and to complete the Company's approved supplier training and testing. The Company will pay the fee to take the training and tests.

The employee will be paid at their current position posted rate (the position they held prior to signing the confirming document) for the time required to complete the first attempt at the MTBC road test and the Company will pay/reimburse the fee to take this first attempt test. Any subsequent attempt will be completed on the employee's own time and at their expense.

All extra costs associated with taking any tests or training (for example mileage, meals, etc.) will be paid for by the employee.

Once the employee has passed the MTBC road test, they will be paid the appropriate full-time rate for the position requiring a Class 1 Driver's License with Air.



### Training opportunities for temporary employees

If the Company chooses, where all requirements were not fulfilled by the above, the Company may offer the training opportunity to temporary employees. The Company will reimburse these employees the cost for the commercial medical, and course/testing fees. The Company will reimburse the fee to complete the first attempt at the MTBC road test. Any subsequent attempts will be completed at the individual's expense. These employees will not be compensated for their time to complete the medical, courses or any testing. The Company will not cover any extra costs associated with taking any tests or training (for example mileage, meals, etc. will be paid for by the employee). The training process for temporary employees will be the same as that shown above under TRAINING MANUAL TRANSMISSION CLASS 1 DRIVER for steps a) through i). Step j) is replaced with the following.

- j) 1) Once the employee completes the above training and begins working as a Class 1 Driver, they will be evaluated over a sixty (60) working day trial period. This trial period may be extended up to an additional thirty (30) working days by mutual agreement in writing. If the temporary employee does not pass the MTBC road test as described above, or the employee does not pass the trial period, the employee will be returned as a temporary employee and all hours worked in this process to attain a Class 1 drivers license will not count towards their 1,000 hours worked to attain full-time status as per Article 1(e). If the temporary employee is successful (passes the trial period) then they will be reclassified as a Delivery Merchandiser, Warehouse Tractor Driver, or F.S.V. as of the date they passed the MTBC road test.
- 2) These employees will not be able to post to another position from the date the confirming document was signed and for twelve (12) months following the passing of the MTBC road test.

DATED AT VANCOUVER, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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