

Collective Agreement

Between:



and



*Coca-Cola Refreshments Canada
(Winnipeg)*

Effective Date: February 1, 2018

Expiry Date: January 31, 2022

Collective Agreement

Between:



and



*Coca-Cola Refreshments Canada
(Winnipeg)*

Effective Date: February 1, 2018

Expiry Date: January 31, 2022

Name _____

Address _____

Telephone No. _____

Work Address _____

Work Telephone No. _____

Shop Steward _____

Telephone No. _____

Assistant Shop Steward _____

EMERGENCY PHONE NUMBERS

Police _____

Fire Department _____

Doctor _____

In case of emergency, please Inform:

Name _____

Address _____

Telephone No. _____

President's Message

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.



It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace—or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Traeger". The signature is stylized with a long horizontal stroke extending to the right.

Jeff Traeger,
President UFCW Local 832

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EXP. DATE: JAN. 31, 2022

AGREEMENT BETWEEN:

**COCA-COLA REFRESHMENTS
CANADA COMPANY** (Winnipeg),
hereinafter referred to as the "Company"

AND

**UNITED FOOD AND
COMMERCIAL WORKERS UNION,
LOCAL NO. 832**, chartered by the
United Food & Commercial Workers
International Union, hereinafter referred
to as the "Union".

**ARTICLE 1
PURPOSE**

1

1.01 The purpose of this Agreement is to maintain and improve harmonious relations and settled conditions of employment between the Company and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions and employment, to provide an amicable method of settling differences, to promote the morale, well being, and security of all employees in the bargaining unit and to promote the efficient operation of the Company.

2

ARTICLE 2 DEFINITIONS AND CATEGORIES OF EMPLOYMENT

2.01 The word “employees” wherever used in this Agreement shall mean all employees of the Company at its plants in Winnipeg as described in 3.01.

2.02 Categories of employment shall be as follows:

- (a) “Regular employee” - an employee who has completed the probationary period as defined in Article 7.01.
- (b) “Part-time employee” - an employee who normally works between twenty-four (24) hours and forty (40) hours in a work week. A part-time employee shall have seniority over other part-time employees only for the purpose of bidding on a vacant posted position and the purpose of lay-off. Part-time seniority will be defined as accumulated hours of service worked with the Company from their date of original hire. The Company reserves the right to schedule hours less than twenty-four (24) in a week based on the needs of the business.

After a part-time employee has worked one thousand six hundred (1600 hour) in a calendar year a full-time position shall

be deemed to have been created. This period is exclusive of time that the part-time employee may have been relieving for vacation, approved leave of absence, short-term or long term disability, workers compensation, modified work assignment, special assignment or project, or term positions. After a new full-time position has been deemed to have been created the position shall be posted in accordance with Article 11.05. On completion of their probationary period their seniority date shall be back-dated to their original date of hire. Where such job is other than the job previously performed by the employee then the provisions of 11.07(a) shall apply and they will be required to complete the trial period as set out in Article 11.07.

- (i) Part-time employees are not entitled to the following benefits:
 - Group Insurance
 - Sick Leave Program
 - (ii) Part-time employees are entitled to participate in the Company Pension Plan in accordance with Pension Legislation.
- (c) “Temporary employee”
- (i) A “temporary employee” shall mean an employee who is engaged by the Company to perform work of a temporary nature. A temporary employee shall be employed for

a period not to exceed five (5) months. The Company may extend a temporary period by an additional three (3) months with concurrence of the Union. Such concurrence will not be unreasonably withheld. A temporary employee shall have no rights under the seniority provisions of this Agreement and shall not be utilized by the Company:

1. To deprive a regular employee on layoff of the opportunity of employment in a position for which that regular employee has the ability and qualifications necessary for the work available.
2. Every three (3) months, the Company will supply the Union with a temporary employee list showing the names and hire dates of all temporary employees, if so requested by the Union.
3. When the job posting procedure has been completed for a regular full-time job vacancy and a successful candidate has not been selected temporary employees shall be allowed to indicate interest

to the Company for such job vacancy. If the Company selects a temporary employee rather than a new hire for the job vacancy, then the hours worked by that employee shall be counted toward the completion of their probationary period, provided that such time previously worked was in the same classification.

4. A temporary employee shall have no rights under the seniority provisions of the Agreement. However, if a temporary employee remains in the Company's employ beyond the periods described above, or if they are offered regular employment prior to such time, their seniority shall be determined on the basis of service rendered as a regular employee and shall be computed in accordance with clause 8.01 hereof. The employment of an employee hired as a temporary employee shall auto-

matically terminate at the expiry of the available work for which the employee was hired, the stipulated term or upon return of the absent permanent employee, whichever is the lesser. An employee hired as a temporary employee shall be advised at the time of their hiring of their temporary status and the estimated duration of their employment. A copy shall also be sent to the Union's Office. It is understood that the hiring of a temporary employee under the conditions set forth in this Article does not create a new position or vacancy if such employment is for less than the temporary employment periods described above. The Company or the temporary employee may terminate without notice.

- (ii) Temporary employees shall not have access to the grievance and/or arbitration procedure in the event of dismissal or layoff.
- (iii) Temporary employees are NOT entitled to the following benefits:

Group Insurance
Company Pension Plan
Sick Leave Program

- (d) A term assignment is a position where the Company needs an employee to replace a permanent employee who is on vacation, on approved leave of absence, short term or long term disability, Workers Compensation, modified work assignment, special assignment or project and whose assignment will be of a limited duration and in any event no longer than one (1) year.

It is understood and agreed that when the Company requires such term positions, and they are for a period of four (4) weeks or more, the Company shall, insofar as the requirements and efficiency of operations will permit, make such term assignment available to regular employees, then part-time employees in accordance with clause 12.05 hereof, although such vacancies need not be posted. The Company will determine whether part time employees will absorb the hours at their existing rate of pay, or post the term assignment.

For this purpose, preference will be given to regular and/or part-time employees in the department within which the vacancy occurs. Full-time and part-time employees will be offered and given preference when filling term assignments provided that:

-
1. The full-time or part-time employee(s) possess the qualifications and the ability to perform the term job(s) in a satisfactory manner, and
 2. The employee accepts the current rate of pay for the position of the term assignment.
 3. For a term assignment, a regular or part-time employee may not transfer from the “inside” seniority group to the “outside” seniority group, or vice versa.

A temporary employee hired into a term assignment shall automatically be terminated at the expiry of the stipulated term or upon return to work of the absent regular employee, whichever is the lesser. If the employee filling the term position is an existing employee of the Company they shall be returned to their former position, at their former rate of pay. The length of a term position may be extended beyond one year with concurrence of the Union. Such concurrence will not be unreasonably withheld.

2.03 **Masculine or Feminine Gender**: Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the feminine shall, in its application to a male employee, be read with the necessary changes to express the masculine. Conversely, any provision which is

expressed in terms of the masculine shall in its application to a female employee, be read with the necessary changes to express the feminine.

2.04 **Plural and Singular**: Unless otherwise specifically stated, any provision in this Agreement which is expressed in terms of the plural shall, in its application to the singular, be read with the necessary changes to express the singular, and vice versa.

ARTICLE 3 UNION RECOGNITION AND REPRESENTATION

3

3.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees employed by Coca-Cola Bottling Company at their plants in the City of Winnipeg, in the Province of Manitoba, excluding office and clerical staff, sales representatives, sales execution specialists, supervisors, those above the rank of supervisor, and those excluded by the Manitoba Labour Relations Act.

3.02 All present employees who are members of the Union shall maintain that membership in good standing as a condition of employment and all persons who may hereafter become employees shall become and remain members in good standing of the Union as a condition of employment.

3.03 The Company shall deduct from the wages of each employee, the amount of the regular membership dues payable by a member of the Union.

3.04 Union dues and initiation fees shall be submitted in one sum to the Treasurer of the Union prior to the 15th day of the month following the month in which such deductions were made, together with a list of the names of employees from whom dues have been deducted and the amounts so deducted from each employee. The amount of Union dues deducted from employees during the calendar year shall be shown on each employee's T-4 slip.

- 3.05 (a) The Union shall advise the Company of the amount of any initiation fees or special assessments to be deducted by the Company from the wages of employees. The Union shall notify the Company in writing of any changes in the amount of monthly dues, initiation fees or assessments at least one month in advance of the end of the pay period in which the deductions are to be made.
- (b) Every new employee shall complete and sign an application for membership in the Union and an authorization for deduction from their pay of such amount as may be at that time certified by the Union to the Company as being the amount of the Union's standard initiation fee.
- (c) The application for Union membership and authorization for the deduction of

initiation fees and dues shall be on forms supplied by the Union.

3.06 The Union shall indemnify and save the Company harmless from any and all claims, demands and proceedings that may arise from any deductions or any related action or actions.

3.07 Upon receipt of a duly signed application for membership, the Union shall grant membership in the Union to an employee applying for same and any employee granted membership in the Union shall be deemed to maintain membership in good standing provided they pay, in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly dues and periodic assessments uniformly required of all members of the Union.

ARTICLE 4 MANAGEMENT RIGHTS

4

4.01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time rules

and regulations, policies and practices to be observed by its employees', discipline, suspend or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that they have been unjustly disciplined, suspended or discharged may be the subject matter of a grievance and dealt with as hereinafter provided;

- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay off or recall employees and select employees for positions excluded from the bargaining unit;
- (c) establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications;
- (d) operate and manage the business in all respects in accordance with the Company's commitments, obligations and responsibilities including the right to determine the nature and kind of business conducted by the Company, determine the number and location of the Company's establishments, the extension, limitation, curtailment or cessation of operations or any part thereof, direction of the work force, schedules of operations, number of shifts, products and services to be rendered, methods, tools, processes and means of warehousing and distribution methods, techniques and work procedures, quality and quantity standards, kinds and locations

of equipment, machinery and vehicles to be used at any time, selection and use of materials required by the Company; determine job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; decide the number and type of employee needed by the Company at any time, number of hours to be worked; starting and quitting times, when overtime shall be worked; determine financial policies, including general accounting procedures and customer relations.

4.02 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the Company, therefore retaining all rights not otherwise specifically and expressly covered in this Agreement.

4.03 The Company agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement, and in this regard in administering this Agreement, the Company shall act reasonably, fairly and in good faith and in a manner consistent with the Agreement as a whole.

4.04 If, during the currency of this Agreement, the Company establishes a new job rate classification within the bargaining unit which is not presently set forth in Appendix "B" then the Company will notify

the Union in writing of the establishment of the new classification and will meet with the Union to discuss the wage rate assigned to it.

Where the parties are unable to agree on the rate of pay, then the matter may be submitted to an Arbitrator who shall determine a wage rate for the new classification.

5

ARTICLE 5 NO DISCRIMINATION

5.01 There shall be no discrimination by the Company or the Union against any employee on grounds prohibited by the Manitoba Human Rights Code.

6

ARTICLE 6 STRIKES AND LOCKOUTS

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and the employees it represents agree that, during the life of this Agreement, there will be no strike, interruption, slow down or stoppage of work either complete or partial, picketing, or any other interference which will halt, disrupt, limit or interfere with normal service or work.

6.02 The Company agrees that there will be no lockout of employees during the life of this Agreement.

6.03 The Union, by one of its officers shall repudiate any strike or other concerted action or cessation of work whatsoever by any group or number of employees which takes place contrary to the provisions of this Agreement and shall instruct the employees to carry out the provisions of this Agreement and return to work and perform their duties in the usual manner.

ARTICLE 7 PROBATIONARY PERIOD

7

7.01 A probationary employee shall mean an employee who has not yet completed eleven hundred (1100) hours of regular full duties worked from the date of hire. On completion of their probationary period, such employee shall be credited with seniority from their original date of hire.

7.02 During probation, the employee shall be entitled to all rights and privileges of this Agreement except that:

- (a) they may terminate their employment or be dismissed from their employment without notice;

- (b) they shall not have access to the grievance and/or arbitration procedure in the event of their dismissal, layoff or failure to recall their after layoff;
- (c) they will have no seniority rights except as those described in 2.02;
- (d) the employee shall not be eligible for paid sick leave, nor shall the employee be eligible to participate in the Company Pension Plan except as those described in 2.02;
- (e) they shall not be permitted to participate in group insurance benefits except as those described in 2.02.

8

ARTICLE 8 UNION ACTIVITIES

8.01 The Company acknowledges the right of the Union to appoint or otherwise elect Stewards; who shall be employees of the Company and who shall not be more than five (5) in number representing the following departments:

- (i) Distribution Department 1 Steward
- (ii) **Merchandising** 1 Steward
- (iii) Warehouse 2 Stewards
- (iv) Cooler Service
Department/**Fleet** 1 Steward

8.02 The Union acknowledges that a steward has regular duties to perform on behalf of the

Company. In a grievance situation which requires a steward's attention during working hours, they shall not leave their regular duties without first obtaining permission to do so from their immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. Stewards shall return to their regular duties as expeditiously as possible. The Company reserves the right to limit such time if the time requested is unreasonable.

Should a Union Steward be scheduled to be on duty during the time in which a regularly scheduled meeting of the general membership of the Union is to be held, such Steward shall (provided their request is made at least twenty-four (24) hours in advance) be allowed such time off work as may be reasonably required in the circumstances to permit them to attend such meeting.

All such time off under the provisions of Article 8.02, during a Steward's regular working hours, shall be without loss of pay.

- 8.03(a)** The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Company, or during working hours except during lunch periods, rest periods and before the start and end of an employee's shift. In no case shall the ongoing operation of the Company be disrupted. It is understood and agreed that no meetings

of the Union or its members will be held on the premises of the Company at any time without the prior written approval of the Company. Violation by any employee of any of the foregoing provisions shall be cause for discipline of such employee by the Company.

- (b) Subject to the foregoing, the Company agrees that no employee shall be disciplined or discriminated against for lawful Union activities, or performing services on a union committee outside working hours, or for reporting to the Union the violation of any provision of this Agreement.

8.04 The Company will make available for the use of the Union a bulletin board at each location whereon the Union may post such notices as it desires to bring to the attention of employees provided, however, that no such notice may be posted at places other than on these bulletin boards and further provided that no such notice may be posted until it has been signed by an Officer of the Union and by a representative of management.

8.05 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit, and assumes a joint responsibility with the Company to cooperate and support the Company's efforts to assure a full day's work on the part of its members; actively combat absenteeism and any

other practices which restrict optimum efficiency; improve the quality of workmanship and service; prevent accidents and strengthen goodwill between the Company, and the employees, the customer and the public.

8.06 At the request of the Union, the Company will grant time off, without loss of pay or benefits during the employee's regular working hours, to **five (5)** Shop Stewards covered by this Collective Agreement to allow them to be members of the Union Negotiating Committee to attend arranged meetings with Company representatives or with a Conciliation Officer for the purpose of negotiating a renewal of this Collective Agreement. The allowing of any such time off shall, however, be subject to the employee having obtained permission to leave their work from the employee's Supervisor.

8.07 **Union Leave**

- (a) The Company agrees that where an employee has been designated in writing by the Union to attend Union conventions, conferences, Union educationals or similar functions a leave of absence without pay shall be granted. The Union will give the Company **thirty (30) days** notice in advance of the names of the delegates so selected. In no instance will there be more than two (2) delegates, unless mutually agreed to in writing, and the leaves of absence granted under this provision shall not exceed **thirty (30)**

working days in total in any one contract year. In the event two (2) delegates are selected, to be absent at one time, they shall be from different Departments.

- (b) Notwithstanding the above, days spent at negotiations during any year shall not be included in the **thirty (30)** days.
- (c) The Company shall continue to pay the wages and benefits for those employees that have been designated for Union leave. The Union shall promptly reimburse the Company for payments made. In the event of failure of the Union to so reimburse the Company, all such payments to employees shall immediately cease.

8.08 (a) The Union Representative shall have access to the Company's premises for the purpose of consulting with the Company or with a Steward with regard to Union matters or to interview an employee providing the Union Representative has first obtained the permission of the Company, such permission not to be unreasonably withheld.

- (b) Consultations with a Steward or interviews with an employee shall be held in a place in the plant designated by the Company, normally the lunch room, and time taken shall be reasonable and by mutual agreement. The interviews or consultations will be scheduled

during the lunch period or rest period, or immediately prior to, or immediately following the employee's scheduled shift. In no case will interviews or consultations be permitted to unduly interfere with or disrupt operations of the Company.

ARTICLE 9 GRIEVANCE PROCEDURE

9

9.01 It is the mutual desire hereto that complaints of the employees shall be adjusted as quickly as possible, and it is understood that an employee may present an oral complaint at any time to their supervisor, with or without recourse to the grievance procedure herein.

9.02 A grievance shall be defined as a complaint regarding the interpretation, application, or alleged violation of the terms and provisions of this Agreement, or in the case of a regular employee or part-time employee who has completed sixty-five (65) days of work under this Agreement, a complaint that they have been discharged or disciplined without just cause.

9.03 (a) The word "days" as used in this Article shall mean working days, other than Saturdays, Sundays or a holiday as referred in Article 14.

-
- (b) The discussion and decision made on each grievance shall be limited to the matter specified in the written grievance at Step 1.

9.04(a) Grievances shall be processed in the following manner and sequence:

Step 1 The Union Representative shall submit a signed grievance (on a form supplied by the Union and signed by the aggrieved employee) to the appropriate Department Manager within twenty (20) days of the event giving rise to the grievance. If not so presented, the grievance shall be forfeited and waived by the aggrieved party. The grievance shall set forth the nature of the grievance and the relief or remedy sought. The Department Manager shall deliver their decision in writing within five (5) days following the day on which the grievance was presented to him. Failing settlement or receipt of answer from the Department Manager, then:

Step 2 The Union Representative shall forward the grievance to the **Distribution Centre Manager** within fifteen (15) days from the date the Department Manager issued or was required to issue their answer in writing. Either party may request a meeting with the other party. The **Distribution Centre Manager** shall deliver their decision in writing within ten (10) days following the grievance

meeting, or if no meeting is requested by either party, within ten (10) days following the date on which the grievance was presented to them.

If a meeting is held, the grievor, the Steward and the Union Representative shall be present at the meeting.

- (b) Any grievance relating to the suspension or discharge of an employee shall be submitted directly to Step 2 of the Grievance Procedure herein contained within fifteen (15) days of such suspension or discharge.

9.05 It is the intention of the parties that this section shall provide a peaceful method of adjusting grievances, therefore, it is agreed that there shall be no suspension or interruption of normal operations as a result of any grievance.

9.06 Any step of the grievance procedure may be waived by mutual agreement in writing between the Company and the Union.

9.07 If final settlement of the grievance is not reached at Step 2 then the grievance may be referred in writing by either party to arbitration as provided in Article 10, at any time within twenty (20) days after the final decision is given in Step 2. If no such written request for arbitration is received within the twenty (20) day time limit then the grievance will be deemed to have been abandoned.

9.08 Time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Company and the Union. If no written answer has been given to the grievance within the time limits specified, the Union shall be entitled to submit the grievance to the next stage, including arbitration.

9.09 The parties expressly agree that this Section does not apply in the case of the discharge for any reason whatsoever of a probationary employee as defined in Article 7 of this Agreement.

9.10 Written agreements arrived at between the Company and the Local Union on the disposition of any specific grievance shall be final and binding upon the Company, the Local Union and the employee or employees concerned, in respect of the particular case that is the subject of the grievance.

9.11 The Union shall have the right to lodge a policy grievance with the Company concerning the meaning, application, or alleged violation of the provision(s) of this Agreement, and in such case the policy grievance shall be initially filed at Step 2 of the Grievance Procedure within twenty (20) days of the event giving rise to the policy grievance. If not so presented the grievance shall be forfeited and waived by the aggrieved party. The grievance shall set forth the nature of the grievance and the relief or remedy sought. Thereafter, the provisions of Step 2 and Articles 9.07, 9.08 and 9.10 apply as do the provisions of Article 10 (Arbitration).

ARTICLE 10 ARBITRATION

10

10.01 Failing settlement of any grievance under the procedure set forth in Article 9, such grievance may be submitted to arbitration provided it has been properly processed under Article 9.

10.02 A request for arbitration shall be made in writing by either party, addressed to the other party to this Agreement and shall be made after exhausting the grievance procedure established by this Agreement. **Such request shall be made within twenty-five (25) working days unless due to extenuating circumstances.** It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator. The Arbitrator chosen shall be agreed upon by the Parties. Should the parties be unable to agree, the Manitoba Labour Board shall appoint an arbitrator. It is anticipated that the arbitrator will submit the award within thirty (30) days from the date of hearing.

10.03 The arbitrator shall not have any power to alter, modify or amend any of the provisions of this Agreement or to substitute any new provisions for the existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

10.04 It is the intention of the parties that this Section shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of Article 9 of this Agreement.

10.05 The decision of the arbitrator shall be final and binding on both parties and on any employee affected by it, and their expenses shall be borne one-half by the Company and one-half by the Union.

10.06 The time limits fixed in the arbitration procedure may be extended by written agreements by the parties.

11

ARTICLE 11 SENIORITY

11.01(a) Seniority of an employee shall mean the length of unbroken service with the Company in the bargaining unit covered by this Agreement.

(b) For the purposes of this Agreement, inside employees and outside employees shall be considered as separate seniority groups.

The expression “outside employee” wherever used in this Agreement shall mean all delivery personnel except

highway transport drivers.

The expression “inside employee” wherever used in this Agreement shall mean all employees who are not “outside employees”.

The expression “Cooler Shop Service Department” employees wherever used in this Agreement shall mean all employees who are engaged in Cooler Shop Service, Service Field Work, (including installations) and those employees who are engaged in the movement, delivery and placement of cooler equipment.”

- (c) It is agreed that clause 11.01(b) above shall not be applied to alter any seniority date which has been established prior to the effective date of this Agreement.

11.02(a) The Company shall keep up-to-date separate seniority lists for each of the seniority groups listed in 11.01(b) above for employees entitled to be on the lists, on completion of the required probationary period. The Company shall also keep up-to-date separate seniority lists for regular and part-time employees.

Part-time and temporary employees who are offered regular employment shall be placed on the appropriate seniority list upon completion of their probationary period in accordance with clause 8.01.

- (b) Up-to-date seniority lists shall be posted by the Company once every three (3)

months. An employee shall be permitted a period of five (5) working days following the posting of any seniority list (ten (10) working days in the case of the first list) to protest in writing any alleged omission or incorrect listing to the Company, but such protests to the Company shall be confined to errors or changes occurring subsequent to the posting of a previous seniority list. Where an employee is absent due to holiday, illness or approved leave, the time limit for that employee shall run from the date of return to work. In the event an employee does not file a protest within the time limits stipulated, then the seniority list shall be considered as accepted and final as regards the employee. Any timely protest filed by an employee which is not settled can be taken up as a grievance under Article 9 of this Agreement.

The Company shall email the Union Representative a detailed seniority list in Excel format in January and June of every calendar year. Such list shall include the following information: start date, seniority date, classification, department (if applicable), rate of pay and FT/PT status of all bargaining unit employees including those on leave.

11.03 An employee's seniority shall be forfeited and their employment shall be deemed to be

terminated and there shall be no obligation to rehire under the following conditions:

- (a) If they quit; or
- (b) If they are discharged for just cause; or
- (c) If they are absent for two consecutive scheduled working days, without an authorized leave of absence or without notifying the Company, the employee shall be deemed to have quit voluntarily unless the employee provides a reason satisfactory to the Company; or
- (d) After obtaining an authorized leave of absence, they fail to report to work at the expiration of their leave of absence, unless the employee can satisfy the Company that they had a reasonable excuse for failing to report; or
- (e) After having been on continuous lay off for a period of twelve (12) months or more; or
- (f) If, while on an authorized leave of absence, the employee takes employment elsewhere; or
- (g) If they fail to return to work within five (5) working days of being notified by registered mail, telegram or direct telephone call to the employee themselves, when recalled following a lay off. It shall be the employee's responsibility to keep the Company advised of their current address in order to qualify for recall; or
- (h) If they retire; or

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- (i) If they are promoted out of the bargaining unit and remains in the new position for a period of three (3) calendar months. Should the employee return or be returned to the bargaining unit within the three (3) calendar month period, they shall retain the seniority they had acquired at the time of the promotion or transfer.

11.04 **Transfer Procedure**

The Company and the Union agree to a procedure whereby there shall be an opportunity for transfer between the “inside” and “outside” seniority groups. In administering such transfers, the following procedures shall apply:

1. Any regular employee having seniority standing who wishes to permanently transfer from the “inside” seniority group to the “outside” seniority group, or vice-versa, shall so notify the Company in writing.
2. When, after completion of the job posting procedures, a vacancy exists which the Company would otherwise fill by a new hire, the Company shall, before hiring a new employee, give consideration to those employees who have filed notice of their desire for transfer between seniority groups. The most senior qualified candidate then on the transfer list shall be transferred. If there is no qualified candidate for a particular vacancy, the Company may then hire a new employee.

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3. Employees changing seniority group under these arrangements shall carry their full seniority with them into the new seniority group but shall not exercise same under the job posting procedure for a period of twelve (12) months following the transfer.
 4. It is understood and agreed by the parties that an employee wishing to transfer under these arrangements must be capable of satisfactorily performing the work so made available to the employee. In keeping with that understanding, it is agreed that a three (3) month trial period shall apply from the date of transfer during which the transfer may be reversed, if so requested by the employee or by the Company. In such case, the reverting employee may displace the employee who replaced them in the previous position. Employees may transfer from one seniority group to the other once during their employment with the Company.
 5. This opportunity for transfer between seniority groups shall apply to normally occurring vacancies only - i.e. it shall not apply to a "vacancy" which has been created by the granting of an inter-group transfer under these provisions.
 6. The Company may fill any vacancy temporarily pending completion of the job posting and transfer provisions.

11.05 Job Posting

- (a) The Company agrees to post notices of permanent vacancies or new positions covered by this Agreement in a seniority group for at least five (5) full working days to enable employees to make written application for the vacant or new position. During this posting period, regular employees who are in that seniority group must submit their written applications for the vacant or new position. This provision shall not preclude the Company from advertising outside the Company nor shall it prevent the Company from filling any new position or vacancy on a temporary basis during the period of posting.
- (b) It is understood only permanent vacancies or positions requiring a regular employee need be posted. Part-time or temporary positions need not be posted. Aside from the original posting for a vacancy or position, the Company shall only be required to post one (1) further position arising out of the filling of the original vacancy posted. Any job vacancy (or vacancies) which may be created as a result of the selection of an employee to fill either the original or one (1) subsequent posted vacancy (vacancies) may be filled by the Company in accordance with the provisions of Article 11.05 hereof, but posting of such ensuing vacancy (or vacancies) shall not be required.

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- (c) The Union shall receive copies of all positions required to be posted and shall be advised of the name of the successful Applicant.
 - (d) If an employee was absent on vacation or another approved leave of absence (not to exceed four (4) weeks) at the time of posting of a job for which they are qualified, they may apply for consideration for that job within **three (3)** days of their return to work, and if accepted by the Company, they shall then displace any employee previously selected to fill such vacancy.
 - (e) A response will be made to all internal job postings in thirty (30) working days after the posting has expired unless extenuating circumstances exist. The Company will advise the Union in such instances.

11.06 Filling of Vacancies

- (a) It shall be the policy of the Company that in filling permanent vacancies or new positions current regular employees in the appropriate seniority group who submit applications will be given first consideration. Where, in the judgment of the Company, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications and ability of any of the competing applicants are equal, the applicant with the greatest

seniority with the Company shall be entitled to preference. It is understood that an employee who has temporarily filled a posted vacancy or new position as per Article 11.05 shall not be deemed to have greater experience than other applicants solely by virtue of their having temporarily filled the posted position. Vacancies shall be filled within twenty-one (21) working days of the closure of the posting. In the event there is a significant absence due to the applicant and/or there is a position where there is a considerable transition issue, the Company will communicate the concerns to the Union and the requirement to fill the position within twenty-one (21) working days may be extended by an additional twenty-one (21) working days. Any further extension would require the agreement of the Union.

- (b) After posting into a position an employee will not be entitled to apply for other posted positions for a minimum of twelve (12) months.

- 11.07(a) An employee who is promoted shall be allowed thirty (30) working days trial period during which time the Company shall determine the employee's suitability for the position. Within this period the employee may be returned by the Company to the position formerly occupied without loss of seniority. Should

a promoted employee be returned to their former position, then the employee who had filled said position shall also be returned to their former position without loss of seniority. The vacancy so created by the return of the employee to their former position shall not be re-posted, but the next most senior qualified employee, if any, who signed the original posting, shall be appointed; and, where no other applicants signed the original posting, the Company may then hire a new employee to fill the vacancy. The Company may consider the suitability of a part-time or temporary employee before a new hire. Any employee so returned to a former position shall not be precluded from applying for other vacancies that may arise.

- (b) Should a promoted employee wish to return to their former position within the thirty (30) working day period referred to in (a) then they shall be allowed to do so without loss of seniority but in such a case the employee shall not be entitled to apply for other posted positions for a period of six (6) months, unless the Company otherwise agrees.

11.08 Layoffs/Recalls

- (a) Whenever layoffs in a seniority group are necessary, the Company shall first lay off:

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- (i) temporary employees;
 - (ii) probationary employees; and
 - (iii) part-time employees;

if any, in that seniority group before laying off regular employees, provided there remains enough employees to fulfil the normal requirements of the job.

If further reduction of staff is required, the Company shall then lay off regular employees, it being understood that, in this instance, seniority is reversed (ie. the most junior person will be the first laid off) providing the employee can satisfactorily fulfill the normal requirements of the job.

- (b) When recalling regular employees, the last laid off employee shall be the first recalled providing the employee can satisfactorily fulfill the normal requirements of the job.
- (c) If a regular employee is recalled for a period not exceeding five (5) working days duration, they may be laid off again without notice at the end of such recall. In cases of layoffs of regular employees for a period of more than five (5) working days, the Company shall give five (5) working days or the appropriate number of days required under the Employment Standards Code C.C.S.M.c.E110, 2007, written notice of layoff or wages in lieu thereof at regular rates, provided however, that no notice of layoff need be given where the operation is shut down

due to an act of God, labour activities preventing the Company from processing or delivering its products or any other collective labour action over which the Company has no control. Further, where, as a result of lack of material, machinery breakdowns or other reasons beyond the Company's control, temporary layoffs become necessary and the layoffs do not exceed one (1) week in duration, the affected employees may be laid off without notice, provided however, the Company will recognize their seniority by placing such employees in jobs occupied by junior employees for which they have the qualifications and ability to perform. In such circumstances the provisions of Article 12.15(c) will apply. A copy of the layoff notice referred to above shall be sent to the Union Office the same day it is issued to the employee scheduled for layoff.

- (d) An employee recalled to work in a different department or job classification from which they were laid off shall be returned to the position they held prior to the layoff when work in their former position is available.
- (e) An employee having seniority standing in a seniority group who is laid off for more than one (1) working day shall have the option of:
 - (i) displacing a temporary, part-time or probationary employee in the

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- other seniority group referred to in clause 11.01 hereof, or
- (ii) if there are no temporary, part-time or probationary employees to be displaced, of displacing the most junior employee in the other seniority group referred to in clause 11.01 hereof,

provided that such employee submits a written request for such temporary transfer to another seniority group and is capable of satisfactorily performing the work so made available to them. It is understood that junior employees shall be laid off in sufficient numbers to permit the exercising of this option and the resulting temporary transfer of more senior employees shall not become effective until the commencement of the next regular day of work scheduled for the employee to be displaced. Only the senior employee directly affected by the layoff may exercise this option. The transferred employee will receive the rate of pay of the job to which they are assigned.

An employee exercising this option shall not acquire seniority in the group to which they are transferred, but shall retain their recall rights in their original seniority group.

- (f) A regular senior inside employee who is laid off shall have the option of bumping a junior employee on their shift and within

their own seniority group provided they can fulfill the normal requirements of the job. Alternatively, such employee shall also have the option of bumping a junior employee on the shift immediately following their own shift or to the third shift if their own or the next shift to their own is not available and within their own seniority group provided that they can fulfill the normal requirements of the job. Where an employee elects to exercise either of the latter two options, they shall notify the Company of their choice. If work then becomes available in the displaced employee's department, they shall have the right to perform the work available in their department.

- (g) **Re: Sign-Up Sheet - Merchandising**
Regular Drivers who would otherwise be laid off from work shall have the opportunity to perform Merchandiser work provided that they indicate such on the "sign-up sheet" which shall be posted every four (4) weeks.
Employees who refuse such work after having signed up shall not be called upon to perform such work again within that period and cannot sign up on the following four (4) week sign-up sheet. If an employee is unavailable due to a bona fide illness or injury this shall not count as a refusal.

11.09 If so requested by the Union, the Company will meet with the Union on or around each anniversary date of the signing of the Collective Agreement to review the previous year's use of temporary employees. The Union will be provided with a listing of all temporary employees at this time.

As has been the practice of the Company, it will give due consideration to all temporary employees prior to hiring from outside sources when hiring regular full-time employees.

11.10 Employee Training

The Company encourages employees to learn the duties of other positions and opportunities shall be afforded to them to learn the work of other positions during their own time or during their working hours when it will not unduly interfere with the performance of their duties or the Company's operations.

The Company will determine training opportunities for any employee who has indicated a desire to learn the work of other positions, on the condition that the employee will likely have the opportunity to use such training either on a term or full-time transfer to the job for which they were trained. Selection for training opportunities will be based on skill, knowledge, attendance (excluding bona fide illness or injury) and demonstrated performance in their existing position. Where these attributes are relatively equal, seniority will govern the selection. An employee who has requested and

received training for another position will not be permitted to refuse a work assignment on a job for which they have been trained. An employee who has posted out of a position for which they were trained shall be permitted to continue to refuse such work when offered.

ARTICLE 12 HOURS OF WORK - OVERTIME

12

12.01 The provisions of this Article are intended to define the normal hours of work for the purpose of calculating authorized overtime and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

12.02(a) For the purposes of this Agreement, the normal work week for Inside employees (other than those employees that from time to time during the currency of this Agreement are scheduled to work on Sunday) shall consist of forty (40) hours consisting of five (5) consecutive eight (8) hour days Monday to Saturday inclusive. **The normal work week for Distribution employees shall consist of a four (4) day, ten (10) hour work week. These employees shall have three (3) days off, at least two (2) of which shall be consecutive days off. The non-consecutive day off shall**

be a scheduled day off however such day may be changed due to business requirements.

Normal daily hours are inclusive of rest periods but exclusive of unpaid uninterrupted lunch periods. It is understood that the definition of normal hours of work is intended to define the procedures for calculating authorized overtime and shall not be construed as a guarantee of hours of work. Scheduling of a Monday to Saturday shift which includes a Saturday shall be arranged on a seniority basis ie: from the bottom of the seniority list.

At the option of the Company the normal work week shall consist of forty (40) hours to be worked in four (4) consecutive days of ten (10) hours each day, Monday to Friday inclusive. **Employees may volunteer to be scheduled non-consecutive work days providing that they are given a minimum of two (2) consecutive days off.**

Wherever possible, the Company shall give the employee affected and the Union at least two (2) weeks advance written notice of a change from a five (5) day work week to a four (4) day work week or vice versa.

All shift scheduling within each department shall be done through a shift bid process based on overall seniority within the department. It is to

be done strictly on the basis of bidding on either a day shift, afternoon or night shift regardless of start time.

Part-time employees:

The normal work week for part-time warehouse employees shall consist of available weekly hours offered to each employee by seniority in order to maximize their hours.

The normal work week for part-time merchandising employees performing duties within the city of Winnipeg shall consist of available weekly hours offered to each employee by seniority while respecting operational requirements.

- (b) Every regular hourly paid employee who is scheduled to work on a Saturday and/or Sunday shall, while so scheduled, be paid a premium per hour as shown below:
 - Saturday \$1.20
 - Sunday \$1.65
- (c) Employees shall be entitled to a minimum of eight (8) hours of rest between the end of one shift and the commencement of another, unless they agree to start earlier.
- (d) **Twelve Hour Shifts for Distribution Department**
 - 1) The Company may seek volunteers to work twelve (12) hour shifts where stem times are excessive and work can be carried out more efficiently with the use of twelve (12) hour shifts.

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- 2) Twelve (12) hour shifts will be offered by seniority however scheduled on a voluntary basis.
 - 3) The parties agree that hours of work on a twelve (12) hour shift shall average forty (40) hours per week over a three (3) week period.
 - 4) The following practices shall exist regarding twelve (12) hour shifts:
 - (i) Where an employee is scheduled to work a twelve (12) hour shift, they shall receive two (2) paid twenty minute rest periods and one (1) paid thirty minute meal period.
 - (ii) Where an employee is required to work on their first scheduled day off, they shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for all such hours worked on that day and, where required to work on any subsequent day off, they shall be paid at the rate of double (2X) time for all hours worked on those days.
 - (iii) All time worked in excess of the twelve (12) hour shift shall be paid for at the rate of double (2X) times for all hours.
 - (iv) If a holiday is observed on an employee's days off, the employee will have the option of receiving twelve (12) hours pay or a day off with pay at a time mutually

agreed between the Company and the employees.

- (v) If a holiday is observed on an employee's scheduled workday and the employee does not work on the holiday, the employee will receive twelve (12) hours' pay at the employee's regular rate of pay.
- (vi) The schedule for twelve (12) hour shifts will be two (2) weeks of three (3) consecutive twelve (12) hour days and one (1) week of four (4) consecutive twelve (12) hour days averaging forty (40) hours per week over a three (3) week period unless and in the event of a layoff where work is not available. Employees shall be permitted to exercise their seniority for this preferred shift schedule.
- (vii) An employee who is scheduled to work on a twelve (12) hour shift and who is absent for reasons of jury duty, bereavement leave, statutory holidays or negotiations shall be compensated for twelve (12) hours of lost pay at their regular hourly rate of pay.

12.03 The normal daily hours referred to in 13.03(a) are inclusive of two paid rest periods but exclusive of and an unpaid, uninterrupted lunch period of one-half ($\frac{1}{2}$) hour. Paid rest periods shall be of

fifteen (15) minutes duration. The precise scheduling of rest periods shall be determined by management based on the demands of efficiency and/or business needs. When employees are working a ten (10) hour shift, they shall receive rest periods of twenty (20) minutes duration.

12.04 Subject to Article 12.06, an hourly employee required by the Company to work in excess of the normal hours of work in a day (i.e. 8 or 10, as the case may be), or in excess of forty (40) hours in any week or on a paid holiday as defined in Article 14, shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate. Time worked shall be calculated in units of 15 minutes and periods worked of less than 15 minutes per day will be disregarded. Subject to Article 12.06, double time (2x) the employee's regular straight time hourly rate will only be paid when the employee works on a Sunday which is a regularly scheduled day of rest.

12.05 It is understood that any change in shifts or days off initiated by the employees themselves (which must be approved in advance by the Company) shall not result in overtime costs or other supplementary salary costs to the Company.

12.06 If an employee is absent during any part of their regularly scheduled work week, without valid reason, then they shall only be paid weekly overtime after working in excess of 40 hours in that week.

For the purposes of this provision, “valid reason” shall be absence on account of (i) bona fide illness; (ii) any authorized paid or unpaid leave of absence under this Agreement, or (iii) authorized absences under the banked time policy of the Company. This is not meant to disqualify an employee from being paid overtime earned through the extension of hours over the normal hours in a day.

12.07 Hours paid for a holiday on which an employee does not work shall be considered as hours worked when calculating overtime. Hours actually worked by an employee on a holiday shall also be considered as hours worked when calculating overtime.

12.08 The Company’s “Bank Time Policy” for regular employees will be continued during the term of this Agreement. The Bank Time Policy is attached to this Agreement as Appendix “A”.

12.09 There shall be no pyramiding of overtime or premiums and therefore overtime will not be paid under more than one provision of this Agreement. It is understood that both daily and weekly overtime shall not be paid, but the Company will pay whichever is the greater.

12.10 A regular employee required to report for work on any given day and who does report for work,

and for whom there is no work available, shall be guaranteed at least four (4) hours pay at the applicable hourly rate for that day, and in the case of **employees** who are scheduled to work at least ten (10) hours, at least five (5) hours of pay at the applicable hourly rate for that day. This shall not apply in cases where the said employee was previously notified not to report to work or where there is unavailability of work due to act of God, fire, flood, power failure or other conditions beyond the control of the Company. To qualify for payment under this provision, employees must have their current address and telephone number on file with the Company.

12.11 (a) Call-out and Stand-by

An employee called back to work on a designated paid holiday which is not their scheduled day of work or on their day of rest or after they have completed their regular full shift for the day and has left their place of work shall be paid the greater of:

- i) time and one-half (1½) their regular hourly rate for all hours worked; or
- (ii) four (4) hours pay at their straight time hourly rate.

provided that the period worked by the employee is not continuous to their normal hours of work and they were not notified of such overtime requirement prior to completing their last period of work.

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- (b) Employees who are required to be on stand-by or on-call duty, and who are not required to attend at work, shall be paid two (2) hours at their regular rate for each day on call. In the event the employee is actually required to attend at work during this period then the provisions of Article 12.12 (a) shall apply but, in that case, the above stand-by/on-call premium will be paid in addition to the pay for time worked.

A mechanic who is not required to be on-call but receive calls while off-duty in order to resolve a work related operational matter shall be paid one (1) hour at their regular rate of pay.

12.12 Assignment of Overtime

- (a) Insofar as the requirements and efficiency of operations will permit, overtime work shall be **offered by order of seniority within each department to employees** who are qualified and able to do the work required. For overtime purposes the Departments are:

Warehouse
Cooler Service
Fleet

Distribution subject to 13.14(d)

Subject to Article 12.09, overtime is recognized as being voluntary but if there are insufficient qualified volunteers to

do the required work, then the Company reserves the right to require employees within the appropriate Department to work overtime as per 12.14(b). Any employee refusing overtime offered shall have the offered time recorded as overtime on the records of the Company for the purposes of this Article. The Company shall furnish the Union with a copy of the overtime records for each Department once every three (3) months.

- (b) Insofar as the requirements and efficiency of operations will permit, overtime will be assigned to immediately available temporary or probationary employee(s) only when regular employees in the appropriate classification, or department, have refused to perform such overtime when it arises, and provided the temporary or probationary employee(s) are qualified and able to satisfactorily perform the work required. In the event that all regular employee(s) have refused overtime, and a temporary or probationary employee is unable to perform the work required, then overtime will be assigned to the most junior regular employee(s) immediately available within the Department to perform the overtime when it arises and who is/are qualified and able to satisfactorily perform the work required, on a reversed seniority basis, unless a medical appointment has been made which conflicts with the

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- ability of the employee to attend the scheduled appointment and to perform the overtime as offered. Notice of the medical appointment shall be supplied to the Company at the first opportunity.
- (c) Where an employee accepts or is assigned overtime work in a lower paying classification than their regular classification, it is understood the overtime will be paid for at the rate of pay applicable to the classification in which the overtime work is performed.
- (d) Re: Sign-Up Sheet- Distribution
The Company agrees to continue its current practice for a “Signup Sheet” for Outside Sales Employees for voluntary overtime, which will consist of additional shift requirements.
The employees shall be selected for such overtime based on seniority provided they are qualified to do the work available.
For off-day overtime, after the Company has exhausted the “Signup Sheet” for volunteers, and a temporary or probationary employee is unable to perform the work required, then overtime will be assigned to the most junior regular employee(s) who is/are qualified and able to satisfactorily perform the work required, on a reversed seniority basis, unless a

medical appointment has been made which conflicts with the ability of the employee to attend the scheduled appointment and to perform the overtime as offered. Notice of the medical appointment shall be supplied to the Company at the first opportunity.

12.13 Temporary Assignments

- (a) Where an employee is temporarily transferred to a job which carries a higher rate of pay than the job from which they were transferred and provided that they remain in such higher rated job for a period of more than one (1) consecutive hour, they shall be paid at the higher rate for all time worked in such higher rated job. It is understood that this provision shall not apply when an employee is receiving training.
- (b) Where an employee is temporarily transferred to a job which carries a lower rate of pay than the job from which they were transferred and while work is available for them in the job from which they were transferred, the employee shall continue to be paid at the higher rate. Where, however, there is no work available for them in the job from which they were transferred, the employee shall be paid at the rate of the job to which they were transferred.

- (c) The provisions of (a) and (b) above do not apply to permanent transfers nor to jobs to which employees may be transferred or assigned in a layoff situation where the rates attributable to the classification to which the employee is transferred will be paid.

ARTICLE 13 PREMIUMS

13

13.01 The following premiums, for the purposes of this Agreement, are not to be considered as forming part of an employee's regular wage rate.

13.02 **Night Shift Premium**

All hourly paid employees (other than part-time and temporary employees) shall be paid a night shift premium of one (\$1.00) dollar per hour for work performed after four o'clock (4:00) p.m. in any day and before six o'clock (6:00) a.m. of the following day, unless considered overtime.

13.03 **Lead Hand Premium**

A premium of one dollar (\$1.00) per hour shall be paid for all hours worked by an employee promoted to Lead Hand by the Company. This premium shall not be considered as part of the employee's regular wage rate.

13.04 Air Endorsement Premium

“Inside” Employees holding a Class 1 License (Air Endorsement) shall receive a premium of \$.10 per hour while assigned to areas which require such qualification.

13.05 Skilled Trades Premium

Employees holding a Provincial or Interprovincial Certificate shall receive an additional \$.10 per hour Skilled Trades premium while assigned to areas which require such qualification.

13.06 Chief Operating Engineer Premium

Power Engineers will receive a premium of \$.40 per hour for all hours worked when operating as the Chief Operating Engineer.

14

ARTICLE 14 PAID HOLIDAYS

14.01(a) The following days will be observed as paid holidays for regular employees:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

In addition to the above, two (2) Floater Holidays shall be provided. Such days shall be included on the vacation schedule under the vacation rules as outlined in Article 15.04.

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

Work performed on the day before Christmas or the day before New Year's Day shall not extend beyond 6:00 p.m.

- (b) If, during the life of this Agreement, a holiday should be declared by government which is not listed above and which is to be generally observed in the Province of Manitoba, such holiday shall be observed and the Company will convert an existing floater holiday. Under no circumstances shall the number of holidays and floaters exceed thirteen (13).

14.02 Should any of the holidays mentioned above fall on a Saturday or on a Sunday, the Company shall designate the Monday or the Friday as the date to be observed. If, however, any question should arise as to the day in the week to be designated as any one of the holidays mentioned above, the Company shall decide the question for the purposes of this Agreement.

14.03 A regular and part-time employee shall not be eligible to receive holiday pay for a recognized holiday if they have not worked their **entire**

regular scheduled working day or **the entire** shift immediately preceding and immediately following the holiday, unless absent on these days on account of bona fide illness or is absent **or leaves a shift early** with the Company's consent

14.04 Employees other than regular employees shall receive statutory holidays as set out *Employment Standards Code C.C.S.M.c.E110, 2007*, provided they qualify under the Code.

14.05 Pay for any holiday shall be calculated as follows:

An hourly rated employee shall receive one (1) day's pay based on the employee's regularly scheduled daily hours at the employee's basic hourly rate.

14.06 Should one or more holidays named in clause 14.01(a) hereof fall within the period of an employee's vacation, they may, not later than 15 days before such vacation is to commence, request an additional day off, with pay, in lieu of each such holiday. Such lieu days will be granted during the months of January, February, March, April, October or November only, but, subject thereto, the Company shall endeavour to arrange for the day(s) off at a time suitable to the employee. If an employee does not so elect time off in lieu of the holiday, then their pay for the week of vacation containing such holidays(s) shall be increased by 20% for each such holiday.

14.07 If, in the week in which the holiday falls, an employee works in two (2) different wage classifications, they will be paid for the holiday at the wage rate in effect for the classification in which they work on the day following the holiday.

14.08 The Company may substitute another day for any of the holidays mentioned in Article 14.01(a) for employees working the night shift in which case the substituted day will be deemed to be the day of the paid holiday for such employee.

ARTICLE 15 VACATIONS

15

15.01 Every regular and part-time employee will be eligible for vacation entitlement with pay as of January 1st of the current vacation year as follows:

- (a) Two (2) weeks (ten (10) working days) after one (1) but less than five (5) years of continuous service;
- (b) Three (3) weeks (fifteen (15) working days) after five (5) years of continuous service;
- (c) Four (4) weeks (twenty (20) working days) after ten (10) years of continuous service;
- (d) Five (5) weeks (twenty-five (25) working days) after twenty (20) years of continuous service;

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- (e) Six (6) weeks (thirty (30) working days) after thirty (30) years of continuous service.

15.02 The vacation year for the purpose of this Agreement shall be from January 1st through December 31st. Vacations must be completed by December 31st and cannot accumulate or be taken in subsequent vacation years, subject to approval of the Company.

15.03 Weekly vacation pay entitlement for all regular employees is as follows:

Hourly rated employees - forty (40) hours at the regular current hourly rate or weekly salary for each week of vacation entitlement.

15.04 **Vacation Scheduling**

- (a) Vacations shall be scheduled by Department Managers in such a way as to not hamper the normal operating efficiency of the department. Work cycles, special project completion dates and availability of vacation replacements must be taken into consideration when scheduling vacations. Wherever possible, the Managers shall follow the principle of seniority in giving first choice of vacation periods to senior employees. Management personnel shall not be

included in the selection of vacation periods.

- (b) Subject to Article 15.04 (a), a maximum of four (4) Delivery Drivers may take scheduled vacation at the same time. During the last full week of June prior to the Canada Day Holiday, the above number of four (4) shall be reduced to two (2).

A maximum of three (3) Cooler Service employees may take scheduled vacation at the same time.

In the Warehouse there will be a maximum of four (4) employees taking scheduled vacation at the same time.

Employees who are on LTD shall not be included as part of the maximum if they are not expected to have returned to work at the time the vacation will be taken.

- (c) **The Company, at its sole discretion, may allow more than the maximum number of employees allowed in 16.04(b) if operational requirements permit.**
- (d) **The Company will post vacation entitlement by January 15th of each calendar year. Employees will meet with their respective supervisor between January 16th and March 15th in order to submit their vacation selection by order of seniority as follows:**
Round 1: employees can schedule up

to four (4) weeks of vacation subject to Article 15.06.

Round 2: employees can elect to either schedule the remainder of their vacation or indicate that they will schedule them at a later date but no later than September 30th

Employees who have not scheduled all of their vacation by September 30th will be contacted by their respective supervisor and have their remaining vacation scheduled by the Company based on operational requirements.

The Company agrees to post the vacation schedule by March 31st of each year. No ones vacation shall be denied as a result of requests for floater holidays. The vacation calendar will run in accordance with Article 15.02.

- (e) Any vacation taken between January and March (Q-1) of the following year can be scheduled in order of seniority during the first two (2) weeks of December of the preceding year. Any vacation scheduled for Q-1 after those two (2) weeks in December will be on a first-come first-serve basis.

15.05 Termination of Employment

Pay in lieu of vacation entitlement will be calculated in accordance with The Manitoba Employment Standards Code.

15.06 Vacation Periods

- (a) Summer Period runs from June 1st to September Labour Day - Employees entitled to 4, 5 or 6 weeks will be allowed a maximum of 3 weeks during this peak business period.
- (b) Christmas Period - Vacations may be scheduled from November 30th to December 31st at the sole discretion of the Company.

15.07 General Provisions

Part-time employees will be entitled to vacation on the same basis as regular staff but vacation pay shall be determined as 2% per week of entitlement of the wages that the employee has earned in the year of employment.

15.08 Temporary employees shall receive vacation pay in accordance with *The Manitoba Employment Standards Code*.

15.09 In recognition of and appreciation for long association with the Company, each employee who during the life of this Agreement completes his/her 25th, 30th, 35th, 40th or 45th year of continuous employment with the Company shall, on completion of each such fifth year of employment, qualify for a special Long Service Leave. Each such Long Service Leave will be of two (2) weeks duration and the

employee will be paid for each week of such absence in accordance with 16.03. The foregoing provision shall apply to all regular full-time employees of the Company who were employed by the Company as at December 31, 2000. For these employees to receive an entitlement pursuant to this provision after December 31, 2000, they must, by December 31, 2000, have already received a benefit under this provision at any of these long service plateaus.

16

ARTICLE 16 WORK CLOTHING

16.01 Work Clothing Policy

- (a) The Company will supply work clothing for an employee prescribed for their occupational group as may be reasonably required.

(i)	Occupational Group	Work Clothing
	Delivery Sales/Cooler Shop	Shirts
	Service Department Employee	Pants
	Material Handling/ Merchandising	Windbreaker* Winter Vest*
		*The windbreaker and winter vest will be alternated with a Parka every other year.
	Auto Maintenance	Pants Shirts Coveralls**

**Or a winter vest in lieu of a coverall.

Orders of all items shall begin in January of every calendar year to ensure that they are made available to employees throughout the calendar year in accordance with the season.

- (ii) The number and types of work clothes will be issued appropriate to the nature of the work.
- (iii) Automotive Maintenance Department uniforms and coveralls will be laundered at Company expense.
- (iv) Cleaning, laundering and maintenance of all other work clothing will be the responsibility of the individual to whom it is issued **however should an item be damaged due to the nature of the work and be in a condition that is beyond repair then it shall be replaced by the Company within a reasonable timeline after the employee has reported such issue.**
- (v) A probationary employee shall receive a temporary uniform, appropriate to the position that they hold. Upon completion of the probationary period the Employee shall have full rights to the work clothing benefit contained in this agreement. In the event the employee does not successfully complete their probationary period,

they will be obligated to return all such items.

- (b) Uniforms for temporary or part-time help shall be provided by the Company upon recommendation of the Department Manager as appropriate for the nature of the work and department requirements to have the employee in uniforms. The Company will provide a Parka and rain jacket, on an as required basis, to each inside person who regularly works outdoors. The parkas and rain jackets will be kept on the premises (ie. in lockers) and it will be the responsibility of the individual(s) to clean the parkas and keep them secure. In addition, Delivery Drivers and Cooler Service Employees that regularly work out of doors will be provided with one rain jacket during the term of this agreement.

16.02 Every employee to whom uniforms are provided under Article 16 is expected to wear, during their working hours, the work clothing specified for their particular group. Uniforms should not be worn by the employees where they are considered to be off duty, unless they are going to or from work. Personal clothing items are not to be worn in conjunction with the standard uniform issue, unless approved by the Company. Uniforms shall remain the property of the Company.

16.03 The Parties agree to recognize that the image of the Company in the marketplace is reflective of the image conveyed by its employees and that the enforcement of general appearance standards is necessary. In addition to uniforms, the personal appearance of trade employees is important. Therefore, employees must be clean shaven at all times except a neatly trimmed moustache, beards and sideburns are permitted. Hair must be neatly trimmed, well groomed and shall not preclude the wearing of a uniform hat.

16.04 **Safety Boots**

It is agreed that, on the next occasion that a regular and part-time employee qualifies for issue of safety boots, such employee may purchase such footwear from suppliers approved by the Company and the Company shall bear the cost of same, up to a maximum of **one hundred and sixty-five (\$165.00)** dollars.

Any cost in excess of such allowance shall be paid by the employee.

To meet the required safety standards, all such footwear must **meet Company guidelines**.

Distribution, Cooler Service, **Shunter and Mechanic** employees shall be provided, in addition to the above, an additional allowance of **one hundred and sixty-five (\$165.00)** dollars in order to purchase an approved pair of winter safety footwear.

Probationary employees are required to purchase their own approved safety footwear and

will receive the allowance on successful completion of their probationary period and appointment as a regular employee.

Temporary employees are required to provide their own approved safety footwear.

17

ARTICLE 17 BEREAVEMENT

17.01 Eligibility

All regular employees who have completed the probationary period will be granted time off from work without loss of pay for bereavement as follows:

- (a) Where a death occurs in the immediate family compensation for time lost from regular scheduled work will be paid on the day of the death and days following to a maximum of 3 working days.
- (b) Immediate family includes spouse (of the same or opposite sex as defined by the benefit plan), children, parents, brothers, sisters, grandparents, grandchildren and in-laws.
- (c) Time off for funeral attendance shall be granted without loss of pay for death of a relative (aunts, uncles, nieces, nephews) and is not to exceed one day.
- (d) Paid time off may be granted to enable employees to attend funerals other than family and is not to exceed the

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- time reasonably required to facilitate attendance at the funeral i.e. ½ day.
- (e) All time off for bereavement and funerals must be approved prior to the employee's absence.
 - (f) It is also agreed that the bereavement leave referred to herein may be increased by up to two (2) days' travel time provided that such additional time off is necessary in the particular circumstances and that approval is obtained in advance of departure. Management may allow these travel days to be extended, without pay, depending on the distance needed to travel.

Bereavement leave pay will not be paid in addition to any other allowable pay for the same day (i.e. holiday pay, sick pay). The only exception to this will be when a death occurs in the immediate family while an employee is on vacation, in which case additional vacation days may be rescheduled to compensate for those days used as bereavement.

17.02 Method of Payment

Pay for each day of bereavement leave shall be calculated as follows:

An hourly rated employee shall receive one (1) day's pay based on the employee's regularly scheduled daily hours at the employee's basic hourly rate.

**ARTICLE 18
PAID TIME OFF****18.01 Jury Duty**

An employee who is called for Jury Duty or who is subpoenaed to appear in Court as a Crown witness will receive for each day of necessary absence on that account the difference between their regular earnings for that day and the amount of the fee received from the Court, provided that the employee furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received. Pay for each day of jury duty shall be calculated in the same manner as payment for bereavement leave (see Article 17.02).

18.02 Sick Leave Program

- (a) Every full-time employee who has completed one or more years of continuous employment with the Company shall be entitled, in January 1 of each year, to payment at their regular rate of pay for up to six (6) days, each day equivalent to eight (8) hours to a total of forty-eight (48) hours, of absence due to bona fide illness, (in the event that an employee commences work but becomes ill during the course of the day and does not complete their scheduled shift, such part day of absence will, for the purpose of this clause 18.02, be counted as one-half (½) day of absence due to illness.

Any unused credits shall be paid to the employee within thirty (30) days of the end of that year.

- (b) The sick pay credit of a full-time employee who has not completed a full year of continuous employment with the Company shall be computed on the basis of a one-half (1/2) day credit for each completed month of continuous employment. These sick days shall be available for use as they are earned.
- (c) No sick leave payment shall be made under this clause 18.02 for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g the Group Insurance Plan, Workers Compensation, Employment Insurance, Government Pension Plan, etc.).
- (d) There will be no payment of bonus for sick days not used upon termination of employment. There will be no payout of bonus for sick days for employees who have missed more than six (6) weeks work for any reason other than vacation. The bonus payout for sick days not used is intended to be an award for attendance and to eliminate abuse of the sick day entitlements.
- (e) As sick leave is designed to augment wages that would otherwise have been earned, there shall be no sick leave

coverage when an employee is off work due to suspension, layoff, leave of absence, Workers' Compensation, scheduled day off, vacation or paid holiday.

- (f) An employee injured while on duty and having to leave their job because of an injury received at work shall receive their regular day's pay provided they report for medical treatment to the local hospital or to a medical practitioner and return to work immediately following treatment (if so authorized by the attending physician) or at a time designated by the attending physician. The employee shall notify the Company of when they will be returning. If requested by the Company, the employee shall provide a medical certificate completed by the employee's doctor in order to be eligible for pay under this Article and the Company will be responsible for the cost of the medical certificate.
- (g) Where the Company has concerns about an employee's attendance record, the Company may require the employee to provide documented proof of illness prior to the payment of sick leave credits, as herein provided. The Company shall pay the cost of obtaining such doctors note.

18.03 Maternity Leave, Parental Leave and Compassionate Care Leave shall be granted in

accordance with *The Manitoba Employment Standards Code*.

18.04 Paternity Leave

Male employees who have passed their probationary period shall be granted a three (3) day paternity leave of absence without pay which must be taken within seven (7) calendar days following the birth of their child.

18.05 An employee who is entitled to a Family Leave as defined and approved in *The Employment Standards Code C.C.S.M. c. E110, 2007* may use sick leave, banked time or vacation (at the choice of the employee) if any time is available, may be used to cover this leave.

ARTICLE 19 WAGES

19

19.01 The minimum wages and remuneration payable to any employee in their respective classification shall be set forth in the Wage Schedule (Appendix “B”) appended hereto and nothing shall prevent the Company from exceeding such minimums.

20

ARTICLE 20 PERSONAL LEAVES OF ABSENCE

20.01 If circumstances permit, the Company may grant a personal leave of absence without pay, to an employee who requests same. A request for such leave shall be in writing stating the reasons at least one month prior to the desired commencement date of the leave, except in extenuating circumstances. If the Company grants a leave of absence, then it shall confirm the terms of the leave in writing.

21

ARTICLE 21 SAFETY

21.01 The Company, the Union and the employees mutually agree to cooperate in maintaining and improving safe working conditions in the Company's premises and in its operations.

21.02(a) The Company agrees to provide proper provisions for the maintenance of appropriate standards of health and safety in the workplace that are consistent with the nature of the work undertaken. The Company and employees shall comply with the applicable federal and provincial health and safety legislation and regulations.

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- (b) No employee shall be disciplined or discharged for refusal to work on a job or to operate any equipment where it would endanger the employee's health or safety.
 - (c) The Company shall post a gross load weight summary for each vehicle.
- 21.03(a)** Should the Company provide reasonable grounds to the Union that an employee is unfit to perform their duties, such employee may be required to submit to a suitable medical examination which shall detail the employee's fitness to perform the work. The employee shall have such examination done by their own Doctor. The medical examination shall be at the Company's expense and the employee shall receive the Doctor's report and provide a copy to the Company and the Union. The employee shall attend such examination during working hours without loss of pay, however, the employee will schedule an appointment time to minimize lost time on the job.
- (b) The Company shall pay the cost of any pre-employment medicals, if requested.
- 21.04(a)** A Joint Safety and Health Committee consisting of five (5) bargaining unit employees, appointed by the Union, and five (5) management employees shall meet monthly.

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- (b) Employees shall be paid by the Company for all time spent in attendance at Joint Safety and Health Committee meetings and Committee Safety inspections. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee, sent to the Union office and, as well, shall be posted on the bulletin board for all employees to see. Minutes shall be signed off by each member of the Committee as being accurate. The Chairperson of this Committee shall rotate from meeting to meeting to ensure there is an equal balance of representation in this position between management and the employees.
- (c) Employee members of the Joint Safety and Health Committee or designates, shall be granted educational leave for a period of two (2) working days per person, per calendar year, without the loss of pay or other benefits, for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered and/or approved by the Workplace Safety and Health Division of Manitoba or approved by the Joint Safety and Health Committee. The scheduling of such time off is to be mutually agreed upon between the Company and the Committee representative.

ARTICLE 22 BENEFITS

22

- 22.01(a) Effective January 1, 2014, full-time employees in the bargaining unit are entitled (subject to eligibility requirements), to participate in the health and dental care benefits plan which must be provided by the Company for hourly employees (currently “Benefits Plus”). The terms and conditions of participation and benefits entitlements for full-time employees shall be governed by the official text of the plan, which may be amended from time to time. For clarity, the Company’s obligation in respect to such plans is limited to the payment of premiums only and the Company reserves its right to amend, modify or alter these plan(s) in the future at its discretion. The benefit plans are not incorporated into the collective agreement and will not be the subject matter of arbitration.
- (b) For employees who commence receiving Long Term Disability benefits prior to December 31st, 2013 (prior to the conversion on January 1st, 2014 to the new health and dental plan, currently “Benefits Plus”), health and dental benefits for such employees will not be impacted by the change. Prior to the January 1st, 2014 conversion, when any such employee goes off work for an extended illness, extended compensable or non-compensable accident, the Company shall continue to pay such employee’s Welfare Plan payments for a maximum of (1) year.

(c) **Weekly Income Benefits**

The Weekly Income Benefits will be sixty-six and two thirds percent of the regular straight time earnings to a maximum of **six hundred (\$600.00)** per week. The Company pays 100% of the benefit premium due.

22.02 Long Term Disability

- (a) All regular employees on completion of the probation period participate in the LTD Plan. The Company will pay 100% of the benefit premium.
- (b) The Long Term Disability benefit is based on 66-2/3% of regular straight-time earnings in effect at the time disability commences up to a maximum monthly benefit of \$2,000.00.
- (c) Benefits will be payable monthly, after a qualifying W.I.B. period of 26 weeks of continuous absence due to “disability”, and will continue as long as “total disability” lasts, up to age 65.
- (d) “Disability” will mean an incapacity which prevents the employee from performing their regular duties during the qualifying W.I.B. period of 26 weeks and the following LTD benefit period of 104 weeks. If the employee is still disabled after a combined benefit period of 130 weeks, disability is then considered total if it prevents the employee from performing any work for which the employee is reasonably qualified by education, training or experience.

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- (e) Benefits payable under the LTD plan will be reduced by the amount of disability income benefit, if any, payable by the Canada Pension Plan (primary benefit only) or by Workers' Compensation. The policy shall include such limitations and restrictions as are usually found in LTD policies.
 - (f) Coverage is effective on the date the employee becomes eligible, provided the employee is at work on such date. If the employee is absent from work on the date of eligibility, LTD coverage will not become effective until the employee returns to active employment.
 - (g) 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.
 - (h) During the 130 week benefit period referred to in (d) above, the Company will continue in force the Life Insurance, Dental Care Benefits and Extended Health benefit coverages as referred to in Article 22.02.

22.03 It is further agreed that, in consideration of improvements contained in this and prior Agreements, and subject to the provisions of the Employment Insurance Act, the Company shall retain in full any "Premium Reduction" which is or may

become available from the Employment Insurance Commission upon their continued acceptance of the Company's plan of Weekly Income Benefits as a "qualifying registered plan".

22.04 When an employee is laid off the Company shall continue to pay the premiums for Life Insurance and Health Care Plan and the Dental Plan for a period of thirty (30) days following the date of layoff.

22.05 The Company and Union agrees to reasonably accommodate the special needs of an employee where these needs stem from the group characteristics specified in The Manitoba Human Rights Code unless accommodations would create hardship for the Company or the employee affected by the accommodation.

22.06 Should a delay occur in the receipt of a Weekly Indemnity payment, which extends beyond four (4) weeks and creates undue hardship for an employee, the Company may grant a pay advance approximately equal to the delayed payment. Such advances are to be repaid to the Company upon receipt of the related claim.

ARTICLE 23 DISCIPLINE

23

23.01 The Company shall have the right to discharge an employee upon any of the following grounds and such discharge shall be deemed to be for just cause:

- (a) disclosure of confidential Company information; falsification of any reports or records, including personnel records;
- (b) theft or removal of property from the Company's premises or the Company's customer's property without proper authorization unless the employee can establish, to the satisfaction of the Company, removal was accidental or inadvertent;
- (c) sabotage or deliberate destruction of Company property, or gross negligence while operating the Company's vehicle;
- (d) operating a Company vehicle under the influence of intoxicating beverages or drugs which impair judgment or reflexes;
- (e) second loss of license for an employee if operating a commercial vehicle is part of their job;
- (f) an employee deliberately withholds funds and goods entrusted to them by the Company or its customers;

An employee who is discharged upon any of the foregoing grounds shall have the right to grieve for the purpose of determining whether

or not the breach occurred. It is further understood that the provisions of this Section do not restrict the Company's right to discharge an employee for other reasons constituting just cause.

23.02 Subject to the specific provisions of this Agreement relating to termination of employment of temporary employees and probationary employees and also subject to the provisions of Article 23.01 regarding specific penalties, where the Arbitrator determines that an employee has been dismissed or otherwise disciplined by the Company for cause, the Arbitrator may substitute for the dismissal or discipline such other penalty or remedy as the Arbitrator deems just and reasonable in the circumstances.

23.03 Unless otherwise agreed between the Union and the Company, all warnings and/or suspensions will be removed from the employee's personnel file and destroyed after a period of eighteen (18) months from the date of issuance of such warning or suspension and will not be relied on for any purpose, provided that the employee did not receive any warnings or other discipline within the eighteen (18) month period.

23.04 Where an employee is given a suspension or is discharged, such suspension or discharge shall be confirmed to the employee by the Company in writing and a copy of such letter shall be mailed to the Union's office the same date the written notice is given or sent to the employee.

ARTICLE 24

WORK OF BARGAINING UNIT

24

24.01 Plant Supervisors will not normally perform work customarily performed by employees in the bargaining unit, except:

- (a) as a result of urgent or emergency conditions,
- (b) for the purposes of demonstration or training,
- (c) to occasionally relieve an employee for a short period, or
- (d) when a regular employee is not available due to being late for work or absent from work and a suitable replacement is not available.

24.02 Sales Supervisors, Sales Representatives and Sales Execution Specialists shall continue to perform their normal sales and merchandising activities; provided, however, that such activities shall not be extended by the Company so as to cause the layoff of any regular employee.

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

ARTICLE 25 OPERATIONAL CHANGE

- 25.01(a) If, during the life of this Agreement, the Company wishes to make an operational change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications or which would result in the layoff of any regular employee, the Company agrees that, before introducing such operational change, it will meet with the Union to discuss the matter and to attempt to resolve the problems created by such operational change on the employees affected.
- (b) If, as a result of an operational change in the Company's operations, an employee is permanently displaced to another classification, they shall receive the rate of pay for that classification.
- (c) If a regular employee should be displaced from their job by reason of an operational change in the Company's operations, and provided the employee has the necessary qualifications to perform the work available after a reasonable training period, the Company shall arrange, where feasible, for them to receive such training. The employee may however waive their right to such training and opt to accept severance as outlined in 25.02.

25.02 Where changes in the Company's operations are required which cause the permanent layoff of regular bargaining unit employees, the following severance arrangements shall apply:

- (a) Severance allowances shall be offered to employees who are directly or indirectly impacted by such business changes. These employees shall be provided with the option of a severance allowance, as herein provided, or will be permitted to exercise their seniority rights under the Collective Agreement to bump into another job.
- (b) Severance payments and other arrangements shall be deemed to include any amounts due and payable to employees under any applicable legislation, with respect to severance and notice requirements and other provisions of the Collective Agreement.
- (c) Employees, described at paragraph (a) herein, upon the announcement of such business change, may make application in writing for such severance within sixty (60) days from the date on which such announcement was made, or it became known to another employee that they would be impacted by the change and bumped from their job. When payment has been made by the Company to the employee the employee shall be deemed to have terminated their employment with Coca-Cola Bottling Company and thereby forfeit any future rights under the Collective Agreement.

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- (d) Severance shall be in the amount of two (2) weeks of pay times the number of years of completed service, up to a maximum of fifty-two (52) weeks. This calculation shall be based on the employee's basic hourly rate of pay in effect at the time of the announcement of the business change.
 - (e) An employee who elects severance shall be entitled to receive a lump sum payment in the amount of \$1,500.00, at the same time they receives their regular severance pay, which amount shall be in consideration of residence relocation or re-education, as a result of job loss.
 - (f) An employee who elects severance shall be entitled to continuation of coverage under the Life Insurance, Major Medical and Dental Plans for a period equal to one (1) week of coverage for each year of completed service, to a maximum of eight (8) weeks of such coverage. Life insurance shall be terminated thirty (30) days following the employee's date of termination of continuation of benefits, as previously described; however, during that period, the employee shall be permitted to convert their policy to a pay direct policy without the requirement of a medical examination.
 - (g) Where no election for severance is made within the time period provided at paragraph (c) herein, the employee shall be required to exercise their seniority and bump within the bargaining unit for the

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- purpose of attaining other employment.
 - (h) When changes in the Company's operations are required such that these provisions become operable, the Company shall provide as much advance notice as possible to the Union and to the affected employees.
 - (i) Employees shall, upon termination of employment be entitled to receive payout of any unused sick leave or vacation credits accrued to their date of termination of employment.

ARTICLE 26 TOOL ALLOWANCE

26

26.01 Journeyperson (Automotive/ **Heavy Duty**) Mechanics, shall maintain their own tool kits. Upon presentation of an original receipt for expenses, the Company will reimburse employees in the above classification up to an annual maximum of \$300.00 for the purchase, repair or replacement of required work tools.

Cooler Service employees shall maintain their own tool kits. Upon presentation of an original receipt for expenses, the Company will reimburse employees in these classifications up to an annual maximum of \$220.00 for the purchase, repair or replacement of required work tools. Submissions must meet the approval of the department management prior to reimbursement.

**ARTICLE 27
LABOUR/MANAGEMENT
MEETINGS**

27.01 A joint committee will be established to deal with matters of mutual concern relating to the workplace as may arise from time to time. The committee, when established, shall be comprised of equal representation from the Company and the Union with a total representation not to exceed ten (10) members. Upon request of either party (except in July, August and December) the committee shall meet once each month. Such meetings will be scheduled to take place as soon as practicable. The Company will endeavour to schedule meetings during working hours taking into account the duties and work schedules of committee members with no loss of regular wages for committee members.

27.02 The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The committee shall not have the power to bind either the Union or its members or the Company to any decisions or conclusion reached in its discussions. The committee may make recommendations to the Union and the Company with respect to its discussions and conclusions, but such recommendations are not binding in any way.

ARTICLE 28 PENSION PLAN

28

- 28.01 1. **Members** of the bargaining unit covered by this Agreement **ceased** to be eligible to participate in, and accrue pension benefits under, the Canadian Commercial Workers Industry Pension Plan (“CCWIPP”) effective October 1st, 2013.
2. **Members** of the bargaining unit covered by this Agreement who **were** participating in CCWIPP on October 1st, 2013 **commenced** participation in the Non-Contributory Defined Contribution (“DC”) Provisions (Part 5) of the Employees’ Retirement Plan of Coca-Cola Refreshments Canada Company (“DC-ERP”) effective October 1st, 2013 for future service, in accordance with the terms of the DC-ERP. **Members** of the bargaining unit covered by this Agreement **who were** not participating in CCWIPP on October 1st, 2013 and all members of the bargaining unit covered by this Agreement **hired after December 30, 2013 and prior to January 31, 2018** were eligible to participate in the DC-ERP in accordance with the terms of the DC-ERP, subject to eligibility requirements.
- Effective the start of the first pay period following ratification, all regular employees who are members of the bargaining unit and who are enrolled**

in the Non-Contributory DC will be transitioned to the Company's new "Mandatory Contributory Defined Contributions Pension Program" (a mandatory five percent (5%) Company and two percent (2%) Employee contribution) in the Employee's Retirement Plan of Coca-Cola Refreshments Canada Company for all future service. All future members of the bargaining unit covered by this Agreement will be eligible to participate in the Mandatory Contributory Defined Contribution Pension Program, subject to eligibility requirements.

Current employees who are members of the bargaining unit covered by this Agreement are not eligible to participate in the Company's other pension plans except as described in paragraphs 3 to 5 below.

3. Subject to the terms of CCWIPP, members of the bargaining unit and who were participating in CCWIPP on October 1st, 2013 **were** given a one-time irrevocable option to transfer the lump sum commuted value of their accrued defined benefit ("DB") CCWIPP pension for pre-October 1st, 2013 service, as calculated by CCWIPP, into the CCWIPP Provisions (Part 11) of the ERP ("CCWIPP-ERP") and receive the benefits described in paragraph 4 below. The terms of the CCWIPP-ERP on October 1st, 2013 shall be materially

the same as the terms of CCWIPP as they existed on October 1st, 2013 with respect to normal retirement date, early retirement, postponed retirement, normal form of pension and pre-retirement death benefits.

Members **received** election forms **and were given the chance to elect the transfer described above.**

Subject to paragraph 5 below, members who **did** not elect to transfer the commuted value of their accrued CCWIPP pension into the CCWIPP-ERP are not entitled to benefits from the CCWIPP-ERP as described in paragraph 4 below or any compensation in lieu thereof.

4. Each member who transfers his/her accrued CCWIPP pension for pre-October 1st, 2013 service into the CCWIPP-ERP shall be entitled to a pension from CCWIPP-ERP at normal retirement date equal to A plus B, where:

A is the reduced normal retirement DB pension to which the member is entitled from CCWIPP on October 1st, 2013 (for pre-October 1st, 2013 service) based on the reduction to the pension imposed under CCWIPP because of the Company's withdrawal from CCWIPP, expressed as a percentage (%) of the normal retirement DB CCWIPP pension (the "Reduced Transferable

CCWIPP Benefit”). For example, based on the actuarial valuation of CCWIPP as at December 31, 2011, a member would be entitled to a Reduced Transferable CCWIPP Benefit payable from the CCWIPP-ERP equal to 38% of the normal retirement DB pension payable from CCWIPP; and

- B is the normal retirement DB pension to which the member would be entitled under CCWIPP on October 1st, 2013 (for pre-October 1st, 2013 service) without regard to any reduction because of the Company’s withdrawal from CCWIPP less the Reduced Transferable CCWIPP Benefit (the “Additional Future CCWIPP Benefit”); in no event shall the Additional Future CCWIPP Benefit be greater than 62% of the normal retirement DB pension to which the member would be entitled under CCWIPP on October 1st, 2013 (for pre-October 1st, 2013 service) without regard to any reduction because of the Company’s withdrawal from CCWIPP.

The total normal retirement pension payable from the CCWIPP-ERP under A plus B is the “Total Future ERP Benefit”. The Total Future ERP Benefit will be an amount equal to 100% of the normal retirement DB pension to which members

would be entitled to from CCWIPP on October 1st, 2013 without reduction so long as the reduction to the pension imposed under CCWIPP because of the Company's withdrawal from CCWIPP is not more than 62%.

For each member who transfers his/her CCWIPP benefits into the CCWIPP-ERP under this paragraph 4, benefits payable from the CCWIPP-ERP shall be subject solely to the terms of the CCWIPP-ERP. For greater certainty, if benefits payable under CCWIPP are improved or enhanced after October 1st, 2013, members will not be entitled to such benefits under the CCWIPP-ERP.

No Additional Future CCWIPP Benefit will be payable from the CCWIPP-ERP if members' pensions payable from CCWIPP are not reduced based upon the funding deficit of CCWIPP because of the Company's withdrawal from CCWIPP.

5. Notwithstanding the above, **each** member of the bargaining unit **who was** over age 50 on October 1st, 2013 and therefore prohibited under the terms of CCWIPP from transferring the lump sum commuted value of his/her accrued CCWIPP pension out of CCWIPP, will be entitled to a pension from the CCWIPP-ERP on his normal retirement date equal E, where E is an amount equal to C minus D and:
C is the member's Total Future ERP Benefit; and

D is normal retirement DB pension payable to the member from CCWIPP on his normal retirement date.

Notwithstanding the above, in no event will E be an amount greater than 62% of the normal retirement DB pension to which the member would be entitled under CCWIPP on October 1st, 2013 (for pre-October 1st, 2013 service) without regard to any reduction because of the Company's withdrawal from CCWIPP.

E shall be calculated on the earliest date on which a member commences receipt of a pension from CCWIPP or the CCWIPP-ERP. If D is greater than C on such date, the member will not be entitled to any pension from the CCWIPP-ERP.

For the avoidance of doubt, if benefits payable under CCWIPP are reduced or increased after E is calculated no changes will be made to the amount payable from the CCWIPP-ERP as a result of the change in the benefit payable from CCWIPP.

If a member commences payment of a pension from CCWIPP-ERP prior to or after normal retirement date, E shall be reduced or increased, as applicable, based on the provisions of the CCWIPP-ERP.

No amount will be payable under this paragraph 5 unless any reduction of benefits under CCWIPP applies to all CCWIPP members who are over age 50 (subject to provincial pension standards legislation).

-
6. The Union acknowledges and agrees that the Company will require records and information from the CCWIPP trustees in order to calculate and pay pensions from the CCWIPP-ERP under paragraphs 4 and 5. The Union will assist the Company in obtaining the requisite records and information from the CCWIPP trustees.
 7. Both parties agree that all records and information provided by CCWIPP shall be deemed to be correct unless a member or the Union is able to provide reliable evidence to the contrary to the Company, or the Company has reliable contrary evidence in its files.
 8. Because members' benefits payable from CCWIPP will be reduced at the time of the Company's withdrawal, in order to pay a member the Additional Future CCWIPP Benefit from the CCWIPP-ERP under paragraph 4 above, if applicable, or a benefit under paragraph 5 above, if applicable, a "past service pension adjustment" (as defined under the *Income Tax Act*) will arise. No benefits will be credited to an employee under the CCWIPP-ERP pursuant to paragraph 4 or 5, as applicable, until an employee makes a withdrawal from his/her RRSP if the employee is required to do so under the *Income Tax Act* before the Company can credit the employee with the benefits contemplated under paragraph 4 or 5, as applicable. The Company has no

responsibility for any taxes or penalties (including interest charges) assessed against a member because of the past service pension adjustment.

9. The agreement between the Company and the Union regarding pre-October 1st, 2013 DB CCWIPP benefits, as set out in paragraphs 3 through 8 above, is based on the terms of CCWIPP as at October 1st, 2013. If CCWIPP is amended, terminated or restructured and paragraphs 3 through 8 cannot be implemented as currently contemplated by the parties, the Union and the Company shall renegotiate the benefits to be provided to members in respect of pre-October 1st, 2013 service.
10. The terms of this Article 28 supersede all prior agreements of the parties relating to pensions.
11. The Company currently provides health and welfare benefits to retirees of the Company who participate in the ERP, subject to eligibility criteria. The current prevailing health and welfare plan for retirees is HealthPlus.

In conjunction with members' participation in the DC-ERP they will be entitled (subject to eligibility criteria) to participate in the Company's prevailing health and welfare plan for retirees at retirement, currently HealthPlus. Members' prior consecutive service under the CCWIPP while employed with the Company will

be considered service for purposes of eligibility for HealthPlus coverage.

The Union specifically acknowledges and agrees that (i) the Company has the unilateral right to revise or discontinue retiree health and welfare benefits at any time at its discretion whether before or after an individual's retirement; (ii) participation in and coverage under retiree health and welfare plans (currently HealthPlus) is not a negotiated term of this collective agreement; (iii) retiree health and welfare benefits (currently HealthPlus) are not incorporated by reference into this collective agreement either directly or implicitly and form no part of the collective agreement; and (iv) the Union has no right to commence a grievance in any way related to retiree health and welfare benefits including, but not limited to, eligibility criteria, benefit claims or changes to or discontinuance of the plans and, without limitation, no arbitrator shall have jurisdiction to entertain a grievance in any way relating to retiree health and welfare benefit.

* Based on the CCWIPP terms as they read on October 1st, 2013.

29

ARTICLE 29 EDUCATION AND TRAINING TRUST FUND

29.01 The Company shall contribute three (3¢) cents per hour for each hour worked by employees in the bargaining unit into the Union's Education and Training Trust Fund.

29.02 Such contributions shall be forwarded to the Union's Trust Fund within twenty-one (21) days following the end of the Company's four (4) or five (5) week accounting period and shall be accompanied by an itemized statement detailing the names of the employees for whom contributions were made and the calculations that were used to determine the amount of contributions that were made by the Company on behalf of each such employee.

29.03 The Company will continue to provide its Tuition Reimbursement Program for its employees, it being understood that the terms of such program may change periodically with no obligation on the parties to bargain on such changes.

30

ARTICLE 30 DURATION OF AGREEMENT

30.01 This Agreement shall remain in force and effect from **February 1, 2018 to January 31,**

2022. The wage rate changes shall be effective upon successful ratification of this Collective Agreement.

30.02 If either party desires to revise or terminate this Agreement, they will give the other party not more than ninety (90) days and not less than thirty (30) days notice in writing prior to the expiry date of this Agreement. If notice is not given as specified above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article during any renewal year. During the period of negotiations for a revised or new agreement, this Agreement shall remain in full force and effect subject to the provisions of The Manitoba Labour Relations Act.

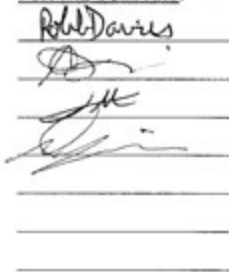
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS 27th DAY OF MAY, 2018.

FOR THE UNION:

The Union side of the signature block contains five handwritten signatures in black ink, written over horizontal lines. The signatures are somewhat stylized and difficult to read, but they appear to be written in a cursive or semi-cursive hand.

FOR THE COMPANY:

The Company side of the signature block contains three handwritten signatures in black ink, written over horizontal lines. The first signature is clearly legible as "Bob Davies". The second and third signatures are more stylized and less legible.

BANK TIME POLICY

1. Regular employees shall have the option to elect pay or bank time (to a maximum accumulation of 80 hours) for authorized overtime, and the election of such option, once made, cannot be reversed.
2. Authorized overtime will be credited to employees at one and one-half (1½ times) hours worked. Hours are calculated in one (1) hour minimal intervals. Overtime worked on a paid holiday will be at one and one-half (1½ times) plus a one (1) day off at a future date.
3. Banked time may be used at a time during regular working hours upon mutual agreement of the supervisor and employee. It is to be generally understood that banked time should be used during less busy periods when an employee's absence will not cause any unnecessary burden to co-workers or the Company. Personal or family crises of an urgent nature will be exceptions as need dictates.
4. Banked time is not to be construed as additional vacation accumulation and will not be authorized by department managers or supervisors at peak periods,

unless qualified replacement personnel are available.

5. In the event that work schedules do not provide an opportunity for use of bank time, or an accumulation of bank time is excessive, the Company may elect to pay out the time due the employee.
6. Employees who terminate service shall be paid out bank time at the time of termination.

B-1.1 WAGE SCHEDULES AND NOTES

Note: It is understood and agreed that the Company, in hiring any new employee (excluding Journeypersons and Engineers) may pay them:

- (a) until the commencement of the first week following the completion of their probationary period, at a rate twenty (20%) percent per hour less than the Job Rate of the job to which they are assigned, and
- (b) thereafter and until the commencement of the first week following the completion of their subsequent three (3) months of continuous employment, at a rate of ten (10%) percent per hour less than the Job Rate of the job to which they are assigned, and
- (c) thereafter at the Job Rate of the job to which they are assigned.

B-1.2 Hourly Paid Inside Employees

The Wage Brackets and the hourly wage rate applicable to each such Wage Bracket, as set out below, shall apply for Inside Employees and shall be maintained during the life of this Agreement.

Effective Date

Group	Wage Bracket	Classifications	7-May-18	1-Feb-19	1-Feb-20	1-Feb-21
INSIDE	1	Maintenance General Helper (automotive)	\$18.99	\$19.28	\$19.56	\$19.76
		Truck Washer	\$18.99	\$19.28	\$19.56	\$19.76
	2	Forklift Operator	\$23.97	\$24.33	\$24.70	\$24.95
		Truck Shunter	\$23.97	\$24.33	\$24.70	\$24.95
	4	Shippers and Receivers	\$24.77	\$25.14	\$25.51	\$25.77
	8	Journeyperson Mechanic (Automotive)	\$33.11	\$33.61	\$34.11	\$34.45
		Refrigeration Technician	\$27.20	\$27.61	\$28.22	\$29.31
		Service Technician	\$26.54	\$26.94	\$27.54	\$28.62
Cooler Service Department		Shop Technician	\$24.31	\$24.67	\$25.04	\$25.29
		Equipment Delivery as of Jan.1/99	\$24.31	\$24.67	\$25.04	\$25.29
		Equipment Delivery hired after Jan.1/99	\$21.35	\$21.67	\$21.99	\$22.21
		Equipment Delivery Helper	\$19.23	\$19.52	\$19.82	\$20.01
Distribution Department Outside Employees		Delivery Drivers (Red Fleet, Bulk, FSV)	\$25.52	\$25.90	\$26.49	\$27.55
		Delivery Helper	\$19.22	\$19.51	\$19.81	\$20.00
		Temporary Driver	\$20.26	\$20.56	\$20.87	\$21.08
		Merchandiser	\$16.27	\$16.51	\$16.76	\$16.93

Group	Classifications	7-May-18	1-Feb-19	1-Feb-20	1-Feb-21
Part-time Employees	To Start	\$12.98	\$13.17	\$13.37	\$13.50
	After 600 hours work	\$15.18	\$15.41	\$15.64	\$15.80
Temporary Employees	To Start	\$12.98	\$13.17	\$13.37	\$13.50
	After 600 hours work	\$15.18	\$15.41	\$15.64	\$15.80

The wage scale for any new Full-Time Forklift Operator shall be as follows for employees hired after the date of ratification:

Starting Rate	One year anniversary date after being made full-time	Two year anniversary date after being made full-time	Three year anniversary date after being made full-time
80% of job rate	87% of the full job rate	93% of the full job rate	Full job rate

The wage scale for any new Full-Time Service Technician, Refrigeration Technician and Shop Technician shall be as follows for employees hired after the date of ratification:

Starting Rate	One year anniversary date after being made full-time	Two year anniversary date after being made full-time
90% of job rate	95% of the full job rate	Full job rate

**B-2.1 RE: COOLER SERVICE - FSV & FOUNTAIN
INITIAL SET-UPS AND CLOSE – OUTS**

It is understood that Cooler Service Installers and Cooler Shop Delivery Personnel will carry inventory to do initial product setups for Full Service Vending and Fountain. Cooler Service personnel will carry one CO2 cylinder for emergency use and one cylinder for each fountain setup.

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

B-2.2 RE: EQUIPMENT DELIVERY HELPERS

The parties agree that Equipment Delivery Helpers are new to the Collective Agreement effective May 1, 2006 and further agree that no current Cooler Service employee shall be reclassified down to that position. However, this rate would generally be used in situations of new hires, transfers from other departments and in lay-off and bump-in situations.

B-3.1 A driver's duties shall include delivery of Company products and collection for products sold. A driver who incurs cash shortages may be subject to investigation and may be subject to corrective action, up to and including termination of employment. A

driver shall not be responsible for shortages incurred or an unpaid customer account if:

- (i) the account is one to which the Company has extended credit; or
- (ii) the Company has authorized the employee to leave the product at the customer's premises who is otherwise an unauthorized account;
- (iii) shortage due to theft or other instances beyond control of the driver.

B-3.2 **Meal Reimbursement**

Any employee who is required to stay out of town on overnights, upon authorization of the appropriate Manager, shall be entitled to be reimbursed **fifty-five dollars (\$55.00)** for meals related to each overnight. Such reimbursement will be processed through the payroll system. The Company will provide reimbursement by the next appropriate pay period.

The Company shall designate hotels to be used for overnights.

B-3.3 **Overnight Trip Assignments**

- (a) An Overnight trip is defined as a trip with one or more night away from home base.
- (b) The Company will designate overnight trips as required on a seniority basis, ie: from the bottom of the seniority list up. Where such assignment is cancelled or rearranged the Company shall provide as

much notice as possible to the employee affected.

- (c) Drivers shall only be assigned one (1) single night trip per week unless by mutual agreement.
- (d) In the event there is no volunteer for a multiple night trip, the Company will assign as required on a seniority basis, ie: from the bottom of the seniority list up.

B-3.4 **Merchandisers**

- (a) Merchandisers shall be supplied with appropriate shirts as determined by the Company.
- (b) Merchandisers required to use their own vehicle for Company business shall be entitled to receive a mileage allowance in accordance with the Mileage Allowance policy of the Company, which will be posted on the bulletin boards and be changed every time there is an amendment to the policy.
- (c) Persons employed as “Part-time Merchandisers” may be scheduled to work by the Company in excess of twenty-four (24) hours per week during the period April 15th to September 15th, inclusive.

B-3.5 The Company agrees that if former terminated and/or retired employees are rehired on a temporary basis, such employees shall receive the temporary rate of pay for the designated classification that they are working in.

LETTER OF AGREEMENT # 1

BETWEEN

**COCA-COLA REFRESHMENTS
CANADA COMPANY** (Winnipeg),
hereinafter referred to as the "Company"

AND

**UNITEDFOODANDCOMMERCIAL
WORKERS UNION, LOCAL NO.
832**, chartered by the United Food &
Commercial Workers International
Union, hereinafter referred to as the
"Union".

Re: Base Plus Commission Pay

During the life of this collective agreement (at the initiation of the Company), the parties agree they will meet for the purpose of negotiating, and implementing a base plus commission pay structure for job classifications identified by the Company. There will be no new pay structure implemented without the mutual agreement of the Company and Union.

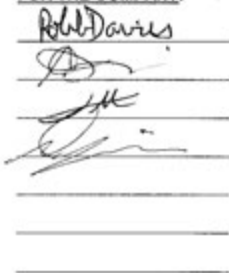
**IN WITNESS WHEREOF, THE PARTIES
HERETO HAVE DULY EXECUTED THIS
LETTER OF AGREEMENT.**

SIGNED THIS 23rd DAY OF MAY, 2018.

FOR THE UNION:

The Union section contains five handwritten signatures on a set of horizontal lines. The signatures are written in dark ink and vary in style, with some being more legible than others. The first signature appears to be 'Mary [unclear]', the second is 'Billie', and the others are more abstract scribbles.

FOR THE COMPANY:

The Company section contains three handwritten signatures on a set of horizontal lines. The first signature is clearly legible as 'Rob Davies'. The second and third signatures are more stylized and less legible. There are four additional empty lines below the last signature.

LETTER OF AGREEMENT #2

BETWEEN

**COCA-COLA REFRESHMENTS
CANADA COMPANY** (Winnipeg),
hereinafter referred to as the "Company"

AND

**UNITEDFOODANDCOMMERCIAL
WORKERS UNION, LOCAL NO.
832**, chartered by the United Food &
Commercial Workers International
Union, hereinafter referred to as the
"Union".

Re: Workplace Accommodation

The Company and the Union acknowledge their obligations under the Human Rights Code and the Worker's Compensation Board to provide modified work opportunities for disabled employees. Modified work is defined as any job or combination of tasks that an employee may perform on a temporary and/or permanent basis without risk of re-injury. This work may consist of the regular tasks of the pre-injury job or specific tasks designated for employees participating in a modified work plan. The work must be productive and the results must have value to the Company.

The Union must be made aware of all current and ongoing light duty, modified work or accommodation situations.

All light duty, modified, or accommodation arrangements will have an individually agreed upon mandatory review period.

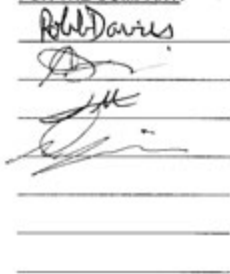
**IN WITNESS WHEREOF, THE PARTIES
HERETO HAVE DULY EXECUTED THIS
LETTER OF AGREEMENT.**

SIGNED THIS 23rd DAY OF MAY, 2018.

FOR THE UNION:

The Union section contains five handwritten signatures on a set of horizontal lines. The signatures are written in black ink and vary in style, including some that are quite stylized and overlapping.

FOR THE COMPANY:

The Company section contains three handwritten signatures on a set of horizontal lines. The first signature is clearly legible as 'Rob Davies'. The second and third signatures are more stylized and less legible.

Your Right to Refuse Dangerous Work



Workplace safety and health is everyone's concern and everyone's right.

You can refuse dangerous work and your right to do so is protected by law.

Hazards in the Workplace

At any time in your working life, you may encounter work involving safety and health risks that are not normal for the job. Hazards and dangerous situations should immediately be reported to your supervisor in order to prevent an injury or illness. In most cases, the situation is resolved by eliminating the hazard. If the situation is not rectified, you can exercise your right to refuse work.

What is the Right to Refuse?

Under the law, (Manitoba's Workplace Safety and Health Act), you can refuse any task that you have reasonable grounds to believe is dangerous to your safety and health or the safety and health of others. (The work refusal is initiated by the worker.)

Section 43(1) of the Act states: "A worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another worker or another person."

Remember... you may not be disciplined for exercising your right to refuse in good faith, and you are entitled to the same wages and benefits that you would have received had the refusal not taken place. Your employer may also re-assign you temporarily to alternate work while the situation is being remedied. Stay at your workplace for your normal working hours unless your employer gives you permission to leave.

What is Dangerous Work?

“Dangerous” work generally means: work involving safety and health risks that are not normal for the job.

What Are the Steps Involved?

Step 1

Report immediately to your supervisor, or to any other person in charge at the workplace, giving your reasons for refusing to work. At this point, the refusing worker and supervisor must attempt to resolve the concern. If the employer resolves the matter to your satisfaction, go back to work. If you still believe the work is dangerous....

Step 2

If the supervisor and worker cannot resolve the refusal, the worker co-chairperson of the safety and health committee, or a committee member (or a worker rep, if there is no committee), must be asked to help for the purpose of inspecting the workplace. If the dangerous condition is not remedied after the inspection

Step 3

Any of the persons present during the inspection in STEP 2 may notify a safety and health officer of the refusal to work and the reasons for it. The safety and health officer will investigate the matter and decide whether the job situation or task the worker has refused constitutes a danger to the safety or health of the worker or any other worker or person at the workplace.

The officer will provide a written decision to the refusing worker, each co-chairperson, or the rep, and the employer. Anyone directly affected by an officer's decision may appeal it to the Director of the Workplace Safety and Health Division. The Director will make a decision about the appeal, and provide written reasons. The decision of the Director may be appealed to the Manitoba Labour Board.

WHMIS - CLASSES AND SYMBOLS

Class A - Compressed Gas

This class includes compressed gases, dissolved gases and gases liquified by compression or refrigeration. Eg.: gas cyldiners for oxyacetylene welding or water disinfection.



Class B - Flammable & Combustible Material

Solids, liquids and gases capable of catching fire or exploding in the presence of a source of ignition. Eg.: white phosphorus, acetone and butane. Flammable liquids such as acetone are more easily ignited than combustible liquids such as kerosene.



Class C - Oxidizing Material

Materials which provide oxygen or a similar substance and which increase the risk of fire if they come in contact with flammable or combustible materials. Eg.: sodium hypochlorite, perchloric acid, inorganic peroxides.



Class D - Poisonous/Infectious Materials

Class D - Division 1

Materials causing immediate and serious toxic effects. This division covers materials which can cause the death of a person exposed to small amounts. Eg.: sodium cyanide, hydrogen sulphide.



WHMIS - CLASSES AND SYMBOLS

Class D - Division 2

Materials causing other toxic effects.

This division covers materials which cause immediate skin or eye irritation as well as those which can cause long-term effects. Eg.: acetone (irritant), asbestos (cancer causing), toluene diisocyanate (a sensitizing agent).



Class D - Division 3

Bio-hazardous infectious material. This division applies to materials which contain harmful micro-organisms.

Eg.: cultures or diagnostic specimens containing salmonella bacteria or the Hepatitis B virus.



Class E - Corrosive Material

Acid or caustic materials which can destroy the skin or eat through metals.

Eg.: muriatic acid, lye.



Class F - Dangerously Reactive Material

Products which can undergo dangerous reactions if subjected to heat, pressure, shock or allowed to be in contact with water. Eg.: plastic monomers, such as butadiene and some cyanides.



Calendar for each year of
agreement 2018

Calendar for each year of
agreement 2019

Calendar for each year of
agreement 2020

Calendar for each year of
agreement 2021

Calendar for each year of
agreement 2022

We Are Here to Serve You

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