

**PEPSI CO BEVERAGES  
CANADA**

FROM: April 7, 2023

TO: April 6, 2026

# President's Message



Dear Member,

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', with a stylized flourish at the end.

Jeff Traeger,  
President UFCW Local 832



# PEPSI CO BEVERAGES CANADA

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**EXPIRY DATE: APRIL 6, 2026**

**AGREEMENT BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA**, a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
Manitoba, 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**

1.01 The purpose of this Agreement is to establish harmonious and mutually satisfactory relations between the Company and its employees; to provide an orderly procedure for the prompt and equitable disposition of complaints and grievances which may arise from time to time; and to insure to the utmost possible extent, the safety and welfare of the employees; the efficiency and economy of operations, the quality of work and the protection of property; and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

**ARTICLE 2 UNION RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees employed by Pepsi Co Beverages Canada in the City of Winnipeg, in the Province of Manitoba, excluding Office and Clerical staff, Sales Representatives- Key Accounts, Market Development Manager, Merchandiser and Route Manager Sales Trainer, Part-time Product Demonstrators, Supervisor, those above the rank of Supervisor, the Food Service Representatives, Pre-Sell Customer VIP Representatives and Pre-Sell Customer Representative subject to C-3 and those excluded by The Labour Relations Act.

2.02 Employees of the Pepsi Beverages Canada - Winnipeg facility not included in the bargaining unit will not perform work normally performed by plant employees in the bargaining unit, except in cases of:

- (a) emergencies;
- (b) demonstrating or training employees;
- (c) when an employee is late for work.

Each time a non-bargaining unit employee performs bargaining unit work they shall notify the Steward or Alternate Steward for that department and demonstrate that they have attempted to resolve the problem prior to their performance of that work.

### **ARTICLE 3**            **DEFINITIONS**

3.01 The term "employees" as used in this Agreement shall refer only to those employees covered by the terms of this Agreement.

3.02 A "full-time employee" is one who has completed the probationary period defined in Article 10 and has their name placed on the seniority list.

3.03 A "part-time employee" is one who, on a regular and recurring basis, is normally scheduled to work twenty-four (24) hours or less per week after completion of the probationary period defined in Article 10 and has their name placed on the part-time seniority list.

3.05 (a) A "temporary" employee is an employee who is hired to meet seasonal or peak demand periods being April 1 to September 30 and November 15 to December 31st, for not more than six (6) months. A temporary employee shall have no rights under the seniority provisions of this Agreement. However, if a temporary employee remains in the Company's employ beyond six (6) months, or if they are offered permanent full-time employment prior to that date, they shall thereupon cease to be a temporary employee and then serve a probationary period of **seven hundred and twenty (720) hours worked**, as described under Article 10.01.

(b) The employment of an employee hired as a temporary employee shall automatically terminate at the expiry of the available work for which the employee was hired. 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. The union office shall be notified in writing of all temporary hirings including the name of the person hired, date of hire and the expected expiry date of the available work.

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 six (6) months. Therefore, temporary employees will not be used to fill a position or vacancy for which the Company needs a full-time employee on a permanent basis. Such a full-time position will be posted in accordance with the job posting provisions of this Agreement. The Company or the temporary employee may terminate without notice.

- (c) Temporary employees shall not have access to the grievance and/or arbitration procedure in the event of dismissal or layoff.
- (d) If a temporary Driver/Merchandiser Assistant is used in a non-replacement capacity outside the time periods identified in this Article they will be paid at the Driver/Merchandiser Assistant rate.
- (e) A "term employee" is an employee who is hired to replace a permanent employee who is on vacation, on approved leave of absence with or without pay, short term or long term disability, Workers Compensation or Parental Leave and whose service will be of a limited duration and in any event no longer than one (1) year. An employee hired into a term position 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 that time. The length of a term position may be extended beyond one year upon mutual agreement between the Company and the Union.
- (f) Full-time employees will be offered and given preference when filling term positions that arise in higher paying classifications than the normal classifications occupied by regular full-time employees provided that:
- (g) the full-time employee(s) possess the qualifications and ability to perform the term job(s) in a satisfactory manner, and

it is understood, that the full-time employee will be returned to their former position once the need for the term position ends.

3.05 In this Agreement the use of the masculine pronoun shall be construed as if the feminine pronoun had been used where the context so requires.

3.06 In this Agreement when the plural is used it shall also mean the singular, wherever applicable.



## **ARTICLE 4            MANAGEMENT RIGHTS**

4.01            The Union recognizes and acknowledges that the management of the operations and the direction of the work force 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 and discipline and efficiency and in connection therewith; to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that they have been unjustly disciplined 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.

## **ARTICLE 5 STRIKES AND LOCKOUTS**

5.01 There will be no strikes or lockouts during the life of this Agreement. The terms "strikes" and "lockouts" shall be defined in accordance with the definitions set out in The Labour Relations Act.

## **ARTICLE 6 UNION SECURITY AND UNION CHECK-OFF**

### **6.01 Notification to Union of Hirings and/or Terminations**

The Company shall provide the Union the names of any new bargaining unit employees as well as the names of any employees who have been promoted to management or terminated their employment. The Company shall also advise the Union, and the Union Chief Steward the names of any individuals hired as temporary employees indicating their start date and expected duration of employment as a temporary employee. Both lists of names shall be in Excel format and sent via e-mail on a monthly basis.

6.02 No employees shall be discharged 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 provisions of this Agreement.

6.03 The parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of membership or non-membership in the Union.

6.04 (a) 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 in the Union as a condition of employment.

(b) Upon receipt of a duly signed application for membership, the Union shall grant membership in the Union to an employee applying for same. 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 and regular monthly dues uniformly required of all members of the Union. In this regard the Company

shall not be required to discharge or discipline any employee on any ground other than for non payment of the initiation fee, or periodic dues uniformly required of all members of the Union as a condition of acquiring or retaining membership in the Union.

- 6.05
- (a) The Company agrees to provide each new employee, at the time of hire, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to the payment of Union dues and initiation fees.
  - (b) The Company agrees to forward the completed form letter referenced in (a) above and attached as Exhibit One, to the Union office within ten (10) working days from the date such form was provided to the employee. The Union shall bear the expenses of printing and mailing such form letter, the contents to be such that it is acceptable to the Company.
  - (c) The Company shall deduct from the wages of all employees working in the bargaining unit, the amount of the regular monthly membership dues, assessments and initiation fees as specified by the Union in Article 6.06 hereafter.

6.06 The Union shall notify the Company in writing of the amount of such dues and initiation fees and shall notify the Company in writing at least one (1) month in advance of the end of the pay period in which the deductions are to be made of any changes in these amounts during the term of this Agreement.

- 6.07
- (a) Dues, initiation fees and assessments deducted pursuant to 6.05(c) together with a list of names and social insurance numbers, those on leave, of the employees for whom deductions have been made shall be provided in Excel format and e-mailed monthly by the Company to the designated official of the Union, within fifteen (15) calendar days of the Company's accounting period. The Union dues shall be deducted from the employee's pay each pay period.
  - (b) The amount of Union dues, initiation fees and assessments deducted from the employees during the calendar year shall be shown on each employee's T-4 slip.

6.08 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.

## **ARTICLE 7                      UNION ACTIVITIES**

### **7.01                      Selection of Stewards**

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

- (i) Sales Department, Chase Merchandising and Delivery Drivers - 2 Stewards;
- (ii) Production – Warehouse Material Handling, Bottling Department, Canning Department, Syrup Department, Maintenance - 2 Stewards;
- (iii) Auto Department, - Food Service - 1 Steward.

The Union will notify the Company in writing of the names of its Stewards and may also notify the Company of the names of additional employees who may serve as alternate Stewards in the absence from work of a regular Steward. The Company will not recognize any individual as a Steward or alternate Steward until it has received such notification from the Union. The number of Stewards or alternate Stewards may be altered by written agreement between the parties.

### **7.02                      Activities of Stewards**

The Union acknowledges that a Steward has regular duties to perform on behalf of the Company, therefore, whenever possible the Steward shall conduct their activities outside regular working hours (which excludes coffee and lunch breaks). The Employer recognizes the right of Shop Stewards to oversee the terms of the Collective Agreement being implemented and to present complaints and/or grievances to management. 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. The Company agrees that, if in the event grievances are discussed with management during regular working hours, then all time so involved by the Steward shall be deemed to be time worked.

### **7.03                      Access of Union Representative**

The Staff Representative of the Union 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 Staff Representative has first scheduled a visit at the Company. Consultations with a Steward

or interviews with an employee shall be held in 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.

7.04                      **Union Meetings**

The Union agrees that there shall be no soliciting of members or other Union activities on the premises of the Company or during working hours except as permitted by this Agreement. 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 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.

7.05                      **Union Leave**

- (a) The Company agrees that where an employee has been designated in writing by the Union to attend a Union convention, conference or Union educational or similar function, a leave of absence without pay and without loss of seniority shall be granted. The Union will give as much notice as possible but in any case not less than two (2) weeks' notice in advance and provide the names of the delegates selected. The number of delegates shall not exceed two (2), and the leave of absence shall not exceed twenty (20) working days in total for any one (1) contract year (with more granted upon approval of direct Supervisor). In the event two (2) delegates are selected to be absent at any one time, they shall be from different departments.
- (b) Time off without pay shall be granted to a limit of fifteen (15) days per year to the Chairperson of the Union in order to assist in conducting the business of the Union (with more granted, if necessary, upon approval of direct supervisor).
- (c) Upon receipt of the written request of the Union for Union Leave, the Company agrees to continue to pay the wages and benefits of those approved employees that qualify for the leave of absence.

The Union shall promptly reimburse the Company for the payments made for Union Leave. In the event of failure of the Union to so reimburse the Company, all such payments to the employees shall immediately cease.

7.06                    **Negotiations Leave**

The Company agrees to allow a maximum of five (5) employees time off without pay and without loss of seniority for the purpose of attending negotiations for the renewal of this Agreement.

7.07                    **Bulletin Boards**

The Company agrees to provide access to the bulletin boards on its premises for the use of the Union. The main purpose of the bulletin boards shall be for the posting of proper notices related to Union meetings, Union elections, names of Union officers or stewards, and social and recreational events. With respect to such notices prior approval of the Company need not be obtained although the Union shall furnish the Company with a copy of such notices prior to posting. The contents of such notices will not contain any comments that are detrimental to the Company or any of its employees. Notices or other material that do not fall within the preceding definition shall require the prior approval of the Company expressed by the initials or signature of the Senior Human Resources Administrator of the Company or their delegated representative prior to posting.

The Company shall provide a Bulletin Board in the Sales Room for the use of the Union in accordance with the foregoing understandings. Furthermore, the Company shall post notices of permanent vacancies or new positions, as defined in Article 13.01, on the Bulletin Boards located in the Lunch Room, MEM Building, Garage and Sales Room.

**ARTICLE 8                    GRIEVANCE AND ARBITRATION PROCEDURE**

8.01                    **Grievance Procedure**

It is the mutual desire hereto that complaints of the employees shall be addressed as quickly as possible, and it is understood that employees are encouraged to raise their oral complaint at any time, to his immediate supervisor. The employee may have his Steward present when raising such a complaint.

8.02                    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 an employee who has acquired seniority under this Agreement, a complaint that he has been discharged or disciplined without just cause.

8.03                    Grievances shall be processed in the following manner and sequence:

**Step 1:**            The Union Representative or Shop Steward will submit a signed, dated, written statement of such grievance (on a form supplied by

the Union) to the Human Resources Department within twenty-eight (28) calendar 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 appropriate Manager shall meet with the employee and their Steward to discuss the grievance within fourteen (14) calendar days of receipt of the Grievance. The appropriate Manager shall deliver their decision in writing to the Union within seven (7) calendar days after the meeting has been held. Failing settlement or receipt of an answer from the appropriate Manager, then:

**Step 2:**

The Union Representative or Shop Steward shall forward the written grievance to the Human Resources Department within fourteen (14) calendar days from the date the appropriate Manager issued or was required to issue his answer in writing. The Union may request a meeting with the Human Resources Manager. If so requested, the Human Resources Manager will arrange a meeting with the Union Representative, appropriate Steward, and if required, the grievor to discuss the grievance. The Human Resources Manager will deliver their decision in writing within ten (10) calendar days following the grievance meeting or, if no meeting, within ten (10) calendar days following the date on which the grievance was presented to them.

- 8.04
- (a) Any grievance relating to the suspension or discharge of any employee shall be submitted directly to Step 2 of the Grievance Procedure within twenty (20) working days of such suspension or discharge.
  - (b) Either party shall have the right to lodge a policy grievance 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-eight (28) calendar days of the event giving rise to the policy grievance.

8.05 Any step of the grievance procedure or any of the time limits in the Grievance Procedure may be waived or extended by mutual agreement in writing between the Company and the Union. In determining the time limits no account shall be taken of the day on which the grievance was presented.

8.06 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, at any time within forty (40) days after the final decision was or should have been given at Step 2. If no such written request for arbitration is received within the thirty (30) calendar day time limit then the grievance will be deemed to have been abandoned.

8.07 Any complaint or grievance which is not commenced or processed through the next stage of the grievance procedure, including reference to arbitration within the time specified, shall be deemed to have been dropped and considered to have been settled on the basis of the reply to the grievance. If no written answer has been given to the grievance within the time limits specified, the grievor shall be entitled to submit the grievance to the next stage including arbitration.

8.08 The parties expressly agree that this Article does not apply in the case of the discharge for any reason whatsoever of a probationary employee as defined in Article 10 of this Agreement.

8.09 Written decisions 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 Union and the employee or employees concerned.

8.10 Wherever possible, grievance meetings will be held during working hours.

8.11 **Arbitration**

A properly constituted grievance conforming with this Agreement may be referred to a single Arbitrator.

8.12 A request for arbitration shall be made in writing by either party addressed to the other party to this Agreement and shall be made within the time limit referred to in Article 8.07. 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 they be unable to agree the Manitoba Labour Board shall appoint one. It is anticipated that the Arbitrator will submit an award within thirty (30) days from the date of the hearing.

8.13 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.

8.14 The decision of the Arbitrator shall be final and binding upon the parties and upon any employee affected by it.

8.15 The Arbitrator shall not have any jurisdiction to amend, alter, modify, or add to any of the provisions of this Agreement nor to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.

8.16 The parties will share equally the fees and expenses of the Arbitrator.



**Expedited Arbitration**

- (a) The parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration. Failing mutual agreement, the terms of the collective agreement will apply.
- (b) Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one month. Such time may be extended with the mutual agreement of the parties.
- (c) The location of the hearings is to be agreed by the parties. If no agreement is reached, the arbitrator shall set the location.
- (d) This process is not to be used for dismissals, major discipline and significant contract interpretation disputes.
- (e) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing. The arbitrator may provide a verbal decision at the conclusion of the hearing with written reasons within ten (10) working days.
- (f) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (g) The expedited arbitrators, who shall act as sole arbitrators, shall be determined by mutual agreement of the parties.
- (h) The arbitrator shall have the power and authority to conclusively settle the dispute and his decision shall be binding on both parties. The arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to dispose of a grievance in a manner which they seem just and equitable.
- (i) All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceedings.
- (j) Both parties agree there shall be no external parties or lawyers acting for the Union or the Company.

## **ARTICLE 9**            **HEALTH AND SAFETY**

9.01                    The Company, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions in the Company's premises and in its operations.

9.02                    The Company agrees to a joint Labour/Management Safety and Health Committee consisting of three (3) bargaining unit employees, appointed by the Union, and three (3) management employees which shall meet bi-monthly.

9.03                    Employees shall be paid by the Company for all time spent in attendance at Labour/Management 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, the Union via fax or email and, as well, a copy 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 that there is an equal balance of representation in this position between management and the employees.

9.04                    The Company shall grant the employee members of the Labour/Management Safety and Health Committee or designates, educational leave for a period of two (2) normal 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 Safety and Health Committee unless The Workplace Safety and Health Act and/or Regulations thereunder requires the Company to provide more than the two (2) days identified above.

9.05                    An employee may refuse to perform work and will not be subject to discipline if they have reasonable grounds to believe and do believe that the particular work is dangerous to their safety or health or the safety or health of another employee or any other person. During this period the employee may be assigned to alternative duties within the workplace that they are capable of performing. Payment for such period will not be made if the employee refuses to perform the alternative duties.

## **ARTICLE 10**            **PROBATIONARY PERIOD**

10.01                    All new full-time and part-time employees hired after ratification date for permanent positions and all temporary employees offered permanent positions shall be considered a probationary employee until they have completed seven hundred and twenty hours (720) worked with the Company within a period of twelve (12) months. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged or laid off at any time at the sole discretion of the Company and any such discharge shall be

deemed to be for just cause. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

10.02 On successful completion of the probationary period an employee shall be placed on regular staff, their name shall be placed on the appropriate seniority list and their seniority shall date back seven hundred and twenty hours (720) worked prior to the completion of their sixtieth day of work.

10.03 **Part-time Chase Merchandisers**

The parties agree that an employee hired after ratification date as a Part-Time Chase Merchandiser shall be considered a probationary employee until they have completed seven hundred and twenty hours (720) worked actual hours of work.

Upon completion of the probationary period the employee shall have their name placed on the Seniority list as per Article 12 of the Collective Agreement.

**ARTICLE 11 ACCESS TO PERSONAL FILE**

11.01 Upon written request by the employee to the Company, the Company, as soon as is possible following receipt of the request, agrees to allow the employee, in the presence of the Director of Human Resources, or their designated representative, to have visual access to all of their personal file(s) located at the Winnipeg Branch once per calendar year. The time taken for such a review shall not be during the employee's normal working hours, unless the Senior Human Resources Administrator otherwise agrees.

11.02 An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably denied.

**ARTICLE 12 SENIORITY**

12.01 Seniority of an employee shall mean the length of their unbroken service within the Bargaining Unit, since the last date of hire, as determined by this Agreement.

12.02 The Company shall keep up to date separate seniority lists for full-time and part-time employees entitled to be on the list, on completion of their respective probationary periods. Seniority will operate separately for full-time employees and part-time employees. The seniority lists shall be posted showing the name, seniority date and classification of each employee who has acquired seniority under this Agreement. A copy of this list will be e-mailed to the Union in Excel format. An up-to-date seniority list will be posted by the Company once every January and July and copies shall be provided to the Union Shop Stewards. A copy with the current names, social insurance numbers,

employee numbers, classifications, departments, status, birth dates, rates of pay, address and telephone number of each employee on the list will be e-mailed to the in Excel format. An employee shall be permitted a period of seven (7) calendar working days following the posting of any seniority list to protest in writing any alleged omission or incorrect listing to the Company, but such protests 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 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 8 of this Agreement.

12.03 Seniority for regular part-time employees transferring to a full-time position or for a regular full-time employee transferring to a part-time position shall be based on their accredited seniority.

12.04 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) they quit for any reason;
- (b) they retire;
- (c) they are discharged for just cause and not reinstated through the grievance and arbitration procedure;
- (d) they are off work due to layoff for a period of twelve (12) consecutive months, or the length of the employee's seniority, whichever is shorter;
- (e) 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;
- (f) they are absent for three (3) consecutive scheduled working days, without an authorized leave of absence or without notifying the Company, in which case the employee shall be deemed to have quit voluntarily unless the employee provides a reason satisfactory to the Company;
- (g) they take gainful employment elsewhere while on a leave of absence, unless they obtain the written consent of the Company;

- (h) they fail to return to work within seven (7) working days of being sent written notice to so report by registered mail or telegram to their last known address. The onus is on the employee to inform the Company of their current address in order to qualify for recall.

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

### **ARTICLE 13           JOB POSTINGS AND FILLING OF VACANCIES**

13.01 The Company shall post notices of permanent vacancies or new positions covered by this Agreement for at least seven (7) full working days to enable interested employees to make written applications for the vacant or new position. **Should a posting go unfilled it will remain posted until the position is filled or the Company no longer has the need for the position.** The term "permanent vacancy" means any permanent full-time or part-time job opening of more than thirty (30) working days' duration but does not include:

- (i) any job opening of less than thirty (30) working days duration or longer with the approval of the Union; or
- (ii) a temporary position within the meaning of Article 3.04 of this Agreement requiring a "temporary employee" as defined in that Article; or
- (iii) any job opening in the Driver Merchandiser Assistant category in the Sales Department.

Vacancies or openings in (i), (ii) or (iii) need not be posted and may be filled by the Company, in its discretion, as a temporary vacancy.

The Company shall give first consideration to hourly rated employees who have indicated, in writing, to the Sales Manager that they wish to be considered for permanent vacancies in the Driver Merchandiser Assistant classification. Such employees must possess the required qualifications for the Driver Merchandiser Assistant classification, including the appropriate Driver's License.

Permanent vacant positions/new positions shall be filled within thirty-seven (37) working days of the date on which the position first became vacant.

If there is a dispute regarding the filling of a permanent vacant/new position the Union or Company may submit the matter to Arbitration under Article 8 of this Agreement.

13.02 Interested employees must apply within the seven (7) working days period. The Company is not precluded from advertising outside the Company nor shall it be precluded from filling any new position or vacancy on a temporary basis during the period of posting. Laid off full-time employees will be given daily access to the job posting board for examination purposes if they so desire.

13.03 In filling permanent vacancies or new positions within the bargaining unit the following factors will be considered:

- (a) seniority;
- (b) qualifications, skill and ability

Where competing applicants are able to perform the normal functions of the job, the most senior employee who applied shall be selected. It shall be the policy of the Company that in filling permanent vacancies or new positions current employees who submit applications will be given priority over temporary employees or outside applicants.

13.04 The Company shall post the names of the successful applicant(s) on the Union bulletin board. A copy of all job postings and the names of successful applicants shall be sent to the Union Office.

- 13.05
- (i) 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 and provide reasonable instruction. 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. Any employee so returned to a former position shall not be precluded from applying for other vacancies that may arise.
  - (ii) Should a promoted employee wish to return to their former position within the thirty (30) working day period referred to in (i) 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.

13.06 In addition to the original vacancy, the Company shall only be required to post two (2) further positions arising out of the filling of the original vacancy posted.

13.07 Subject to being returned to a former position under 13.05 any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of their successful bid, except with the Company's permission in writing.

13.08 In the event an employee is permanently transferred to a supervisory position outside the bargaining unit and is within a six (6) calendar month period subsequent to the transfer returned to the bargaining unit, the employee shall retain the seniority previously acquired and shall have added thereto the time spent while serving outside the bargaining unit.

#### **ARTICLE 14 LAYOFFS AND RECALLS**

14.01 Whenever layoffs are necessary the Company shall first lay off in the following order:

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

before laying off full-time employees, provided, there remains enough full-time employees who are able to perform the normal requirements of the job. Part-time term employees shall be laid off from their term position prior to regular part-time employees with greater seniority.

14.02 Due to the nature of their mandatory requirements, the following positions shall be excluded with regards to the ability of affected employees able to bump into them: Syrup Maker, Quality Control Technician, Inventory Control and Maintenance.

- i) **Short-Term Layoff** - Less Than **Five (5)** Working Days.

In the event of a short-term layoff, employees within each department shall be laid-off in reverse order of seniority without any right to bump into another department.

- ii) **Extended Short-Term Layoff** - More Than **Five (5)** Working Days And Up To Twenty-Eight (28) Working Days

In the event of a long-term layoff, affected employees shall have the right to exercise their seniority to move into another department providing that they have the necessary

qualifications and ability to perform the normal requirements of the job.

iii) **Long-Term Layoff** - More Than Twenty-Eight (28) Working Days

In the event of a long-term layoff, affected employees shall have the right to exercise their seniority to move into another department providing that they have the necessary qualifications and ability to perform the normal requirements of the job. Should they not have any of these pre-existing requirements then the Company shall provide the necessary training to these employees in order for them to meet such requirements. Any employees refusing the offered training would forfeit their seniority rights noted above and would be laid-off accordingly.

14.03 In cases of layoffs of regular full-time employees, the Company shall give five (5) working days 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 breakdown or other reason beyond the Company's control, temporary layoffs become necessary and the layoffs do not exceed one (1) week in duration, the individuals or individual employees affected can be laid off without notice. In cases of permanent layoffs of regular full-time employees, the Company shall give notice or wages in lieu thereof as provided in the Employment Standards Code C.C.S.M.c.E110, 2007.

14.04 If an 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.

14.05 A copy of all layoff notices shall be sent to the local Union office when issued to employees.

14.06 **Short Term Recall**

The parties agree that if an employee is on layoff and is notified of a short term (i.e. less than two weeks) recall opportunity during the EI qualifying period, the employee may refuse the recall without any effect on their status or rights under the collective agreement.

14.07 If Re-Pack work exists within the operation, the parties agree that should there be lay-offs within another department, any affected employees will have the right to choose (if their seniority permits) but not be forced to bump into the Re-Pack classification at the Re-Pack rate.



## **ARTICLE 15**      **COURT'S DECISION**

15.01                      It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the Dominion of Canada and/or the Province of Manitoba. Should it later be determined that it would be a violation of any legally effective Dominion and/or Provincial statute and/or regulation(s) made thereunder to comply with any provision or provisions of this Agreement for the sole purpose of making such provision or provisions conform to such Dominion or Provincial statute or regulation(s) thereunder, and all other provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

## **ARTICLE 16**      **HOURS OF WORK**

### 16.01                      **Hourly Plant Employees**

The normal work week for hourly rated employees shall consist of forty (40) hours consisting of five (5) consecutive eight (8) hour days, four (4) ten (10) consecutive days. **Production shall have the ability to run three (3) or four (4) twelve (12) hour days. The schedule for twelve (12) hour days will be listed under Letter of Understanding #9 along with all articles that would be related to the twelve hour shift.** Normal daily hours are inclusive of rest periods but exclusive of unpaid 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.

The Company shall give the Union and each employee affected at least two (2) weeks advance notice of a change from a five (5) day work week to a four (4) day work week or vice-versa. The compressed work week shall be as per 16.06.

With respect to all plant employees, a weekly schedule will be posted no later than Thursday noon of the preceding week. If changes have to be made to the schedule, employees will be notified verbally before the end of their shift.

### 16.02                      **Changeovers**

Production Maintenance employees shall continue to have the option of working Sunday in lieu of Friday evening shift, provided the reasonable requirements of the business allow this practice to be continued.

### 16.03                      **Meal Period**

A meal period without pay for employees working a daily shift of eight (8) hours or more shall be of thirty (30) minutes uninterrupted duration.

16.04

**Rest Period**

- (a) A person working a daily shift of more than three (3) but less than five (5) hours will have one (1) rest period with pay.
- (b) A person working a daily shift of eight (8) hours or more shall have two (2) uninterrupted rest periods with pay, which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 16.03 above. One (1) rest period shall be granted before and one after the meal period.
- (c) A rest period scheduled by the Company shall be fifteen (15) minutes of uninterrupted duration.

16.05

**Scheduling**

Rest periods and lunch periods will be scheduled by the Company as near to the mid-point of each half shift or working day as is reasonably possible.

16.06

**Compressed Work Week**

- (a) The Company has the option to institute a compressed work week for Production staff in the following departments: Bottling, Cans Syrup, Pre-Mix, Quality Control, Self-Manufacturing, and Maintenance, as follows:
  - i. Shift Schedule - The work week schedule shall consist of four (4) consecutive, ten (10) hour days, Monday through Friday inclusive.
  - ii. Breaks - Production staff who work the four (4) day, ten (10) hour shift are entitled to one (1) paid fifteen (15) minute break and one paid twenty (20) minute break in addition to one (1) unpaid thirty (30) minute meal break. The paid twenty minute (20) break will be taken after the meal break.
  - iii. The four (4) day, ten (10) hour shift can operate, at the option of the Company, at any time of the year.
- (b) The Company has the option to institute a compressed work week for Warehouse staff as follows:
  - i. Shift Schedule - The work week schedule shall consist of four (4) consecutive, ten (10) hour days, Monday through Sunday inclusive.

- ii. Breaks - Warehouse staff who work the four (4) day, ten (10) hour shift are entitled to one (1) paid fifteen (15) minute break and one paid twenty (20) minute break in addition to one (1) unpaid thirty (30) minute meal break. The paid twenty minute (20) break will be taken after the meal break.
- iii. The four (4) day, ten (10) hour shift can operate, at the option of the Company, at any time of the year.
- iv. The Company will seek volunteers to work permanent night shift. Following that, the rest of the Warehouse staff on four (4) day, ten (10) hour shifts will rotate between days and nights every four (4) weeks.
- v. Should the Company institute a four (4) day, ten (10) hour schedule employees affected shall be provided the opportunity to bid by seniority on the available schedules, as long as the skills, qualifications and mix of such amongst the individual crews meet the needs of the Company.

Should the Company make changes to the above mentioned schedules, employees shall be offered the opportunity to go through bidding process as per the above-noted.

#### 16.07 **Part-Time Chase Merchandisers**

A Part-Time Chase Merchandiser will usually be scheduled to work twenty-four (24) hours or less per week. It is agreed that a Part-Time Chase Merchandiser can be scheduled to work more than twenty-four (24) hours per week during seasonal/peak demand periods as defined in Article 3.04 (a).

#### 16.08 **Rotating Shift – Food Services Department Scheduling**

Shift Schedule- in accordance with past practice agreed upon by the parties. If there are any shifts segregated from the rotation, fill-ins for those shifts shall be offered by seniority. The Company will ensure that rotation is done in a fair and equitable manner for all those available to work in this department.

#### 16.09 **Make Up Hours**

No employee who has lost hours in a week and who has not requested make-up opportunities shall be forced to take available hours.

## **ARTICLE 17**      **OVERTIME**

### 17.01              **Hourly Employees**

Overtime shall be paid to hourly employees for all authorized hours worked over forty (40) hours in a week or worked over the normal hours in a day.

17.02              An hourly employee required by the Company to work in excess of eight (8) hours in a day or forty (40) hours in any one (1) week and/or on paid holidays shall be paid time and one-half (1½) their regular rate.

### 17.03              **Distribution of Overtime**

- (a)      The Company shall make every effort to distribute over-time work among qualified hourly employees with the most seniority within a particular Department. For this Article the Departments are Quality Control; Fleet Maintenance; Food Service; Plant Maintenance; Warehouse; Syrup Room and Production.
- (b)      Where overtime is needed, the overtime will be offered to the most senior qualified employee or employees who are readily available to do the work required and if there are more qualified volunteers than required, overtime assignments shall be made to the most senior of those qualified hourly Departmental employees who have volunteered.
- (c)      When overtime is offered and there are insufficient qualified volunteers, the Company shall have the right to assign the work starting with the most junior departmental hourly employee who is readily available and qualified to perform the required work and continuing in inverse order of seniority until sufficient qualified hourly employees have been assigned.

### 17.04              **Notice of Overtime**

Notice of any overtime work shall be given to affected employees, before quitting time of the day preceding the day in which the overtime work will be required, but in no event later than the midpoint **or four (4) hours into an eight (8) hour** shift on the date in which the overtime work will be required. However, this provision shall not apply in the event of overtime work necessitated by a power failure, machine breakdown, unforeseen or emergency demand for product, or other causes beyond the control of the Company.

17.05              Hours paid for a paid holiday shall be considered as hours worked when calculating any overtime for hourly employees.

17.06 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

17.07 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.

17.08 If an employee is absent during any part of their regularly scheduled work week, then they shall only be paid overtime after working in excess of 40 hours in a week. This is not meant to disqualify an employee from being paid overtime already earned through the extension of hours over the normal hours in a day.

17.09 (a) Shift employees working on a continual operation will continue beyond the end of their shifts until relieved by a replacement. In this regard, the Company will use its best efforts to have a replacement report within two (2) hours of the end of the shift and any time required to be worked beyond this two (2) hour period by the original employee shall be considered voluntary overtime.

(b) Should an employee be called upon to work overtime for a period which extends **their shift**, (3) hours past their regular **shift**, the Company will provide a meal. If not provided, a meal allowance of **fifteen (\$15.00)** dollars, effective April 7, **2023** will be given in lieu thereof.

(c) An hourly employee required to work two or more consecutive hours of overtime immediately following their regular shift will be allowed a fifteen (15) minute rest period before commencing such overtime.

17.10 **Chase Merchandisers**

For purposes of calculating overtime, time worked shall be calculated in units of fifteen (15) minutes and periods worked of less than fifteen (15) minutes per day will be disregarded.

17.11 **Driver Merchandiser**

Overtime for Conventional and Bulk Driver Merchandisers shall be paid after the above mentioned employee has worked eight (8) hours. The settlement process will be deemed to be completed fifteen (15) minutes after truck check-in.

17.12 **Compressed Work Week**

For employees who work the four (4) day, ten (10) hours per day shift, overtime shall be paid for all authorized hours worked in excess of ten (10) hours per day or forty (40) hours per week.

**17.13** Production, Syrup Room, Warehouse, and Quality Control employees shall be scheduled to a minimum of eight (8) hours rest between shifts. If less than eight (8) hours is scheduled by the Company and the employee accepts the shift they shall be paid one and one-half (1½) times their hourly rate for all hours worked up to the time they would have received eight (8) hours rest.

## **ARTICLE 18 MINIMUM CALL-IN AND CALL BACK**

### **18.01 Call-In**

On each occasion when an employee is required to report for work, at the request of the Company, the employee shall be paid for not less than four (4) hours at their regular rate of pay. In the case of Driver Merchandiser whose work is approved for less than one-half (½) day, pay shall be not less than fifty (50%) percent of the appropriate daily rate. In order to qualify for a minimum reporting pay, any employee must keep the Company apprised of their current address and telephone number.

### **18.02 Call-Back**

An hourly paid 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 have left their place of work shall be paid the greater of:

- (a) time and one-half (1½) their regular hourly rate for all hours worked; or
- (b) 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. For Driver Merchandisers the employee will receive at least one-half of the daily rate.

### **18.03 Minimum Call-In - Stand-by - On-Call**

Food Services and Maintenance 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 four (4) 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 18.01 shall apply but, in that case, the above stand-by/on-call premium will not be paid in addition to the pay for time worked.

## **ARTICLE 19        RATES OF PAY**

19.01                The minimum wages and remuneration payable to any employee in their respective classification shall be those set forth in Appendix "B" hereto appended and nothing shall prevent the Company from exceeding such minimums.

### **19.02                Temporary Assignments**

- (a)        Where the Company requires an employee to temporarily fill a position for at least four (4) hours in a regular working day paying a higher rate of pay, then the employee shall receive the higher rate of pay for the temporary position. It is understood this provision applies when employees are required to relieve another employee for four (4) or more hours on a regular shift and an employee rendering assistance to another employee in a higher classification on an occasional basis during the course of a work day will continue to be paid the rate of pay for their regular classification.
- (b)        For the purpose of promotions, employees will receive the rate of pay for the classification in which they are relieving or to which they are promoted at the same incremental level as they were receiving in their regular or former classification, as the case may be.
- (c)        In cases where the Company requires an employee to temporarily fill a position paying a lower rate of pay then the employee shall not have their regular classification wage rate reduced. The Company shall not **reduce** an employee's regular classification wage rate when the employee is assigned or transferred to a lower rated classification **at any time** or on account of seasonal reductions in the work force. **Should an employee exercise his/ her right to bump, he/she shall be paid the rate of the work being performed.** The exception to the above occurs in the case of **Driver's who bump into the warehouse they will be paid the Warehouse Technician rate or a fill-in Sales Representatives**, as outlined below.

<b><u>April 7/23</u></b>	<b><u>April 7/24</u></b>	<b><u>April 7/25</u></b>
<b>\$205.00/day</b>	<b>\$211.80/day</b>	<b>\$218.60/day</b>

VIP Guidelines will be in effect during relief at a time that is mutually agreeable after consultation between the Relief Sales Representative and their Manager.

- (d)        This provision does not apply to permanent transfers where the rates attributable to the classification to which the employee is transferred will be paid.

## **ARTICLE 20**      **LABOUR/MANAGEMENT MEETINGS**

20.01                      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 eight (8) members. Union Representatives on the Committee shall be the Shop Stewards. When a request is made by either party that the committee meet, the meeting shall be held as soon as practicable. Meetings shall be held every four (4) months or as required in each year.

20.02                      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.

20.03                      Minutes of all meetings shall be kept and signed off by all members of the committee as being accurate.

## **ARTICLE 21**      **VACATIONS WITH PAY**

21.01                      Employees covered by this Agreement shall be entitled to the following vacations with pay.

### **21.02**                      **Eligibility For Vacations**

Entitlement to length of annual vacations will be based on a regular full-time employee's anniversary date of employment. Actual vacation pay will be based on a vacation year, which shall be from April 1st in any year to March 31st of the following year.

21.03                      Vacation entitlements shall be based on full years of continuous service as a regular full-time employee as follows:

<b><u>Service</u></b>	<b><u>Vacation Entitlement</u></b>
after 1 year of continuous service:	2 weeks
after 4 years of continuous service:	3 weeks
after 9 years of continuous service:	4 weeks
after 20 years of continuous service:	5 weeks
after 30 years of continuous service:	6 weeks

21.04                      Vacation pay entitlement for all full-time employees will be based on the vacation year April 1 to March 31, as follows:



- (a) Hourly rated employees - forty (40) hours at the regular current hourly rate for each week of vacation entitlement.
- (b) Highway Transport Drivers - to be compensated based on one (1) day average of previous calendar year earnings.
- (c) Driver Merchandiser, Driver Merchandiser Assistant/Temporary Driver Merchandiser, Temporary Driver Merchandiser Assistant - to be compensated according to their daily rate.
- (d) Salaried Sales Employees - one fifty-second (1/52) of the employee's annual salary for each week of vacation entitlement.

21.05

### **Vacation Scheduling Process**

- (a) Vacations must be used by the end of the vacation year and cannot be accumulated from year to year without the written consent of the Company. The accumulated vacation cannot be scheduled until all other employees have selected their vacation periods.
- (b) Employees shall have the right to reschedule vacation periods if, at the time of scheduled vacation, they are in receipt of Short Term Disability benefits. As well, it is understood that the employee rescheduling shall not be able to disrupt existing departmental vacation schedule.
- (c) Vacation entitlements shall be posted by the Company no later than January 15th of each year and vacation schedules shall be declared by the Company by March 15th of each year. Applications for vacation must be submitted to the appropriate Manager for approval and processing by February 15th of each year. The Company shall make known to the employee their approved vacation by March 15th of each year. Vacation dates shall be granted by the Company so as to least interfere with the exigencies of the business. Wherever possible, the more senior departmental employee shall be given preference in the awarding of vacation times.
- (d) Vacation shall be requested by department as follows:

**At any one time the following departments will not have less than the following amounts of employees off for vacation:**

- **Warehouse minimum of four (4) employees.**
- **Production a minimum of two (2) employees.**
- **Drivers a minimum of two (2) employees.**
- **Chase Merchandisers a minimum of two (2) employees**

**Every other department can book one (1) employee off at any one time.**

21.08 When a general holiday occurs during an employee's vacation period, an extra day's vacation may be granted within thirty (30) calendar days if the general holiday is one for which the employee qualifies under Article 22.01. If granting an extra day's vacation will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay will be given in lieu of the extra day's vacation.

Part-time employees and temporary employees shall be eligible for vacation pay at the rate of two (2%) percent per week of entitlement as outlined in 21.11.

21.09 When booking vacation all fifty-two (52) weeks will be available for Round One and Round Two.

21.10 Part-time employee's vacation pay shall be paid to all part-time employees during the month of April of each year.

21.11 Regular part-time employees will be entitled to vacation on the same basis as full-time staff.

21.12 The Department Manager may elect to allow a one week vacation period after six (6) months employment.

21.13 In the vacation year in which the employee's vacation entitlement increases, vacation entitlement in that year will be equivalent to the new full entitlement level and corresponding number of weeks.

21.14 **Compressed Work Week**

A vacation day taken during a four (4) day, ten (10) hours shift week will be considered to be ten (10) hours of vacation which equates to one-quarter of a week of vacation entitlement.

**ARTICLE 22 GENERAL HOLIDAYS**

22.01 The Company agrees to pay each full-time employee who has completed their probationary period and who has worked the first scheduled day before or after the general holiday, an amount calculated as follows:

- (a) hourly rated employees shall receive eight (8) hours pay, based on the employees regular hourly rate;

- (b) highway transport drivers, to be compensated based on one day average of previous calendar year earnings.
- (c) Driver Merchandiser, Driver Merchandiser Assistant/Temporary Driver Merchandiser, Temporary Driver Merchandiser Assistant - to be compensated according to their daily rate.
- (d) for all full-time employees, general holiday pay is also subject to the following conditions:
  - (i) no employee who is laid off work due to suspension, leave of absence, layoff or Workers Compensation shall be entitled to pay for any general holiday occurring within such period;
  - (ii) no employee who has agreed to work on a general holiday and who without reasonable cause fails to report and perform such work shall be entitled to pay for such holiday.

22.02

- (a) The following days shall be observed as paid general holidays for regular full-time 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 eleven (11) general holidays referred to above, all employees are entitled to take one floating holiday per calendar year. Said floating holiday shall take place at a time during the calendar year that is mutually agreeable between the employee and the Company.

- (b) If, during the life of this Agreement, a general holiday should be declared by the Provincial or Federal Government which is not listed above and which is to be generally observed in the Province of Manitoba, such holiday shall be observed and paid by the Company under the same terms and conditions as apply to the holidays which are listed above.
- (c) Should any of these holidays, except Christmas Day and Boxing Day, fall on a Saturday or Sunday, either the preceding Friday or the following Monday shall be substituted by the Company for the holiday.

- (d) If Christmas Day and Boxing Day occur on a Saturday and Sunday, either the preceding Friday or the following Monday shall be normally substituted for Christmas Day by the Company and a substitute day for Boxing Day shall be given by the Company within thirty (30) days.
- (e) If either Christmas Day or Boxing Day (but not both) occurs on a weekend, the Company shall substitute an alternate day within the following thirty (30) days for that holiday which fell on the weekend.

22.03 All part-time and temporary employees shall receive the public holidays as set out in 22.02 (a), provided they qualify under 22.01. Part-time employees shall receive holiday pay based on their current hourly rate of pay times one-fifth (1/5) of their average weekly hours exclusive of overtime worked during the preceding thirty (30) day period.

#### 22.04 **Compressed Work Week**

- (a) For employees scheduled to work the four (4) day, ten (10) hours per shift schedule for the week in which the General Holiday falls and
  - (i) the General Holiday falls on a day that normally would be a work day and the Production employee works on such day, they shall be paid time and one-half (1½) for all hours worked plus ten (10) hours General Holiday pay; or
  - (ii) the General Holiday falls on a day that normally would be a work day and the employee does not work on such day, they shall be paid ten (10) hours General Holiday pay.
- (b) For those employees whose work week schedule is such that the General Holiday falls on a day that is a non-work day, the employee shall have the option of either being paid for the day or having a day-in-lieu to be scheduled at a mutually agreed time between the employee and the Company but will not be denied to take place within thirty (30) days of the holiday or unless mutually agreed upon at a later date.

### **ARTICLE 23 UNIFORMS**

23.01 The Company shall continue to provide the appropriate wearing apparel in accordance with its current policy. The employee shall be responsible for cleaning and maintaining all wearing apparel except for coveralls that are supplied to the Fleet Mechanics.

23.02 To promote the protection of our employees from the risk of personal injury, the Company will:

- (i) make available, for Production Maintenance employees and any other departments where assigned duties would require it, appropriate winter outerwear (i.e. parkas, **toques, gloves,**) **(Checkers will receive an insulated bib and pair of insulated boots)** for outside service calls. Furthermore, suitable protective wearing apparel for use while welding will be made available for Production Maintenance employees and Fleet Mechanics. It is understood the Company will be furnishing such outerwear of protective apparel to each employee.
- (ii) supply one parka to each Fleet Mechanic once every two (2) years to be utilized for outside service calls.
- (iii) provide an allowance for full-time employees including Sales Representatives of up to **two hundred and fifteen (\$215.00)** dollars per contract year and for part-time employees of up to **one hundred and thirty-five (\$135.00)** dollars per contract year towards the purchase of approved safety footwear which is required to do the job safely. The safety footwear allowance will be payable to the employee once per contract year. A probationary employee will not be eligible for an allowance by the Company until they have completed their probationary period.
- (iv) provide one (1) pair of rubber gloves per contract year to each employee required to fuel Company vehicles.
- (v) for Sales Representatives, Pepsi will provide a clothing allowance of up to two hundred seventy-five (\$275.00) dollars (upon presentation of receipts) per contract year. If an employee who is filling in as a Sales Representative is required to meet a dress code they shall receive ½ of the clothing allowance. If an employee has been a successful candidate for a Fill-In Sales Representative position they shall receive the clothing allowance.
- (vi) **Merchandising Uniform allotments on a yearly basis:**  
  
**Full-time Merchandisers: 3 pairs of pants + 3 shirts or equivalent items as per Company standards for the role. Plus, one (1) 'three in one' coat every 24 months.**  
  
**Part-time Merchandisers: 1 pair of pants or shorts + 2 shirts**
- (vii) **The Company will provide prescription safety glasses every 24 months.**

## **ARTICLE 24            LEAVE OF ABSENCE**

### **24.01                    Personal Leave**

While it is the prerogative of the Company to grant a leave of absence, an employee who has completed the probationary period may apply for a leave of absence without pay and without benefits. This may include requests for educational leave. A request for such leave shall be made in writing stating the reasons, at least, except in extenuating circumstances, one (1) month prior to the desired commencement date of the leave. If the Company grants such leave it shall confirm the terms of the leave in writing.

### **24.02                    Maternity/Parental Leave**

#### **(a)            Pregnancy Leave**

All female employees are entitled to a Pregnancy Leave of Absence up to 17 weeks. This leave applies to birth mothers only. Pregnancy leave may begin no earlier than 17 weeks before the expected due date. This leave cannot go beyond 17 weeks from the date of delivery.

In the case of still-birth or miscarriage a mother has the right to 6 weeks of Pregnancy Leave after the birth or miscarriage to allow her to recover from the birth.

There are no provisions for Pregnancy Leave in an adoptive situation.

#### **(b)            Parental Leave**

All employees who have become a mother, father or special relation (i.e. an individual in a relationship of some permanence with the natural or adoptive parents who intends to treat the child as his or her own) on the birth or adoption of a child are entitled to a Parental Leave of Absence according to the Manitoba Employment Standards.

If pregnancy leave is taken, the Parental Leave must begin within 35 weeks of when the child is born or comes into the custody, care and control of the parents for the first time.

In the case of a still-birth or miscarriage, the mother is not permitted to take Parental Leave.

(c) **Compensation During Pregnancy Leave from the Company**

All female employees are eligible to receive Short-Term Disability benefits for 6 weeks commencing on their delivery date, as the employee is not medically capable to return to work during this period. The Short Term Disability payment schedule is as follows:

<b><u>Length of Service</u></b>	<b><u>Full Pay</u></b>	<b><u>2/3 Pay</u></b>
Less than 1 year	10 working days	20 working days
1- to 3 years	20 working days	10 working days
3 to 5 years	30 working days	0 working days
5 years and over	30 working days	0 working days

The Short Term Disability benefit for post-delivery will be deemed to have arisen from a different clause than pre-delivery Short Term Disability and therefore, the employee re-starts the benefits as per the above schedule. The stipulated one month period between different disabilities is waived under the Pregnancy Leave Policy.

(d) **Supplemental Unemployment Benefits**

After the 6 week Short Term Disability benefit, an employee is eligible for 11 weeks of Pregnancy benefits under Employment Insurance. During the 11 weeks Pregnancy Leave, the Company will provide Supplemental Unemployment Benefits (SUB) that when combined with the employee's weekly rate of Employment Insurance benefits equal 90% of the employee's normal weekly earnings.

(e) **Job Security**

Employees returning to work after a Pregnancy and/or Paternal Leave will be returned to the same position that they held prior to their Leave. If the employee's position is eliminated during the Leave of Absence, a different position of comparable value will be guaranteed.

(f) **Notice Period**

Employees should submit to Human Resources a letter outlining their intent to take a Pregnancy and/or Parental Leave of Absence not later than two weeks prior to the start of their leave.

(g) **Termination Date**

If an employee decides not to return to work after the Pregnancy and/or Parental Leave, the employee should notify their immediate supervisor and the Human Resources Department in writing at least two weeks prior to the end of their scheduled Pregnancy/Parental Leave in order that a full-time replacement can be hired. The last day of the Pregnancy/Parental Leave will be used as the effective date of termination on the employee's Record of Employment.

(h) **Benefits**

Benefits will not accumulate during such leave of absence, however, accumulated benefits under the Company's group insurance plan as well as any sick leave benefit required because of a medical condition directly attributable to the pregnancy will be granted to the female employee under the same conditions as benefits are granted to other employees. It is understood that sick benefits are not payable for absence due to pregnancy alone.

24.03 **Child Bearing Support Leave**

An employee shall be granted a leave of absence of one (1) day with pay at the time of the birth or adoption of the couple's child when the birth occurs or when they assume assumes care and custody of their adopted child during the normal work week.

24.04 **Jury Duty**

In the event a full-time employee is called for jury duty or jury selection process, the Company shall pay the employee the difference between their regular rate of pay for their scheduled hours of work and the amount the employee receives as jury duty pay (excluding expenses) for each day the employee is required to absent themselves from work in order to serve on the jury, up to a maximum of fifteen (15) working days provided the employee reports to work each day they are scheduled to work and are not required to attend at Court. Providing there is enough time to complete a half shift, employees shall report back to work after court duty.

24.05 **Witness Fees**

When a full-time employee is summoned to court as a witness, they will be reimbursed by being paid the difference between witness fees received and their normal earnings for the period of absence had they worked on such days, to a maximum of three (3) days per year. It is understood that no allowance of pay will be paid to an employee who is summoned to court as a result of an infraction of the law on their part or



of any litigation to which they are a party not arising from the performance of their normal duties. The Company reserves the right to require the employee to provide appropriate verification of the nature of the court duty and fees received before providing reimbursement.

24.06

### **Bereavement Leave**

- (a) In the event of a death in the employee's immediately family, a full-time employee, provided they have completed their probationary period, shall be granted a leave of absence to a maximum of four (4) consecutive scheduled work days with pay upon proper notification of the Manager. One (1) of the aforementioned days can be held for future use to attend a funeral service or cremation.

In the event of a death in the employee's extended family, a full time employee, provided they have completed their probationary period, shall be granted a leave of absence to a maximum of three (3) consecutive scheduled work days with pay upon proper notification of the Manager. One (1) of the aforementioned days can be held for future use to attend a funeral service or cremation.

Such leave shall only be for the purpose of making arrangements for and attending the funeral. The employee shall only receive pay for their regularly scheduled work days and thus shall not receive their bereavement while on any other leave of absence covered under this Article, their scheduled day off or vacation, a paid holiday, sickness or accident leave or Workers' Compensation leave. The only exception to this will be when a death occurs in the immediate or extended family while an employee is on vacation in which case additional vacation days shall be rescheduled to compensate for those used as bereavement.

- (b) An employee's immediate family shall mean spouse or common-law spouse (of the same or opposite sex), child, or grandchild, brother or sister, parent and shall include step-family.
- (c) In the event of the death of an employee's extended family consists of mother-in-law, father-in-law, sister-in-law, brother-in-law, **son-in-law, daughter-in-law**, step-grandparent or grandparent, a full-time employee, provided they have completed their probationary period, shall be granted a leave of absence of three (3) days with pay. One (1) of the aforementioned days can be held for future use to attend a funeral service or cremation. Additional leave without pay but without loss of seniority may be granted at the discretion of the Company.

- (d) Sales employees shall receive their daily rate.

24.07 **At Work Accident**

Where an employee is the victim of an accident while at work and performing normal duties and so suffers an injury requiring professional medical attention off the Company's premises, the Company agrees that they shall suffer no loss of earnings on the day of the accident by reason of their necessary absence from work. Payment for the day's absence will be paid on the same basis as jury duty pay.

24.08 The requesting and granting of leaves of absences shall be in writing.

24.09 **Compassionate Care Leave**

Employees may request time off for compassionate care purposes and if so, shall be granted an unpaid leave of absence or absences which shall not exceed the maximum allowable number of weeks as per The Employment Standards Code; which as of 2017 is equal to twenty-eight (28) weeks in total. Said compassionate care leave shall be consistent with Employment Insurance regulations.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per article 24.06 of the collective agreement.

24.10 **Family Responsibility Leave**

**The Company will follow the language in the Manitoba Employment Standards Act.**

**ARTICLE 25 HEALTH AND WELFARE AND PENSION**

25.01 Effective June 20, 2005, the Company shall provide to its full-time employees the following Pepsi Co Beverages Canada insurance and pension plans to be administered in accordance with the rules and regulations of the plans which are more fully described in the plan benefit literature. By way of summary only, the Company will provide an updated summary plan description to be added as Appendix "A" on an annual basis. Any annual changes to the Pepsi Co Beverages Canada Health and Welfare or Pension Plans will be thoroughly reviewed with Pepsi Co Beverages Canada employees and UFCW Local No. 832 leadership.

A joint Union/Company presentation shall be made to employees prior to their making their Long Term Disability and other option selections.

All eligible employees must participate in the company provided supplementary health care plan and dental care plan (unless they can provide proof of coverage on their spouses plan).

## **ARTICLE 26**      **PREMIUM PAY**

### **26.01**                      **Off Shift Premium**

A premium of ninety-five (95¢) cents per hour, **On April 7, 2024 it will increase to one dollar and five cents (\$1.05) per hour and on April 7, 2025 it will increase to one dollar and twenty-five cents (\$1.25) per hour** shall be paid for all hours worked on a shift commencing after 1:00 p.m. and no later than 4:00 a.m. in a day unless considered overtime.

### **26.02**                      **Lead Hand Premium - Hourly Paid Plant Employees**

Effective April 7, 2012 a premium of one dollar and thirty cents (\$1.30) effective April 7, 2021 and one dollar and fifty cents (\$1.50) per hour effective April 7, 2022 shall be paid for all hours worked by those employees who are designated by the Company to act as Lead Hand on a given shift. Training duties shall not be assigned by seniority.

### **26.03**                      **Multiple Ticket Premium**

Every tradesperson who holds more than one journeyperson ticket, which the Company chooses to utilize, shall receive an additional fifty cents (50¢) per hour for each journeyperson ticket they hold greater than one, excluding a Power Engineer Ticket.

### **26.04**                      **Power Engineer Premium**

Every tradesperson who holds a Power Engineer certification of 4th Class or higher shall receive seventy-five (\$.75) cents per hour effective April 7, 2021 and one dollar (\$1.00) per hour effective April 7, 2022 over their negotiated wage class in addition to any Multiple Ticket Premium they receive.

### **26.05**                      **Training Premium**

**A premium of one dollar (\$1.00) per hour shall be paid for all hours worked on shift for a Plant employee who is assigned to train another employee.**

## **ARTICLE 27**      **PAYMENT OF ACCOUNTS**

27.01                      An employee shall not be responsible for an unpaid customer account if:

- (i)                      the account is one to which the Company has extended credit; or
- (ii)                     the Manager has authorized the employee to leave product at the customer's premises who is otherwise an unauthorized account.

27.02                      Employees shall be notified by the Company, in writing, of accounts that are authorized to receive credit. The employee shall also be notified, in writing, of any change in the status of an authorized credit account.

27.03                      No employee shall be disciplined by the Company for failing to leave product with a customer when the customer does not have authorized credit status pursuant to either 27.01 (i) or 27.01 (ii) above.

## **ARTICLE 28**      **DISCIPLINE**

28.01                      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 done to cover another breach of policy or procedure, 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)                      fighting on Company premises or while on duty, deliberate tampering, sabotage or deliberate destruction of Company property or processes of delivery, or gross negligence while operating the Company's vehicles;
- (d)                      reporting to work under the influence of intoxicating beverages or drugs which impair judgments or reflexes or consuming alcohol or drugs which impair judgment or reflexes while on duty or while operating a Company vehicle;
- (e)                      an employee, acting in the capacity of a driver is not insurable with the Company's insurance carrier, or is not licensed to operate a

commercial vehicle, if operating the commercial vehicle is part of their job;

- (f) an employee knowingly withholds funds or 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 Article do not restrict the Company's right to discharge an employee for other reasons constituting just cause.

At the time an employee is given a written reprimand, suspension or is discharged, the employee shall be notified in writing and a copy of the written disciplinary notice given to the employee shall be given to the Shop Steward and a copy will be faxed to the Union office. At any disciplinary meeting where an employee is to be disciplined, the employee shall have the opportunity to have one of the Shop Stewards present. Further, when an employee is to be disciplined they shall be given time to discuss the matter with a Steward for a reasonable period of time prior to the disciplinary meeting. If following the meeting with the Steward, the employee declines to have a Shop Steward present, their decision shall be respected.

28.03 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 28.01 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.

28.04 Unless otherwise agreed between the Union and the Company, a written warning or suspension will be removed from the employee's personnel file and destroyed after a period of eighteen (18) months of active employment from the date of issuance of such warning 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. For the purpose of this Article, an employee who is at work for at least three (3) days in a month shall be considered as actively employed in that month.

## **ARTICLE 29**      **GENERAL PROVISIONS**

### **29.01**                      **Accommodations and Meal Allowance**

Any employee who is required to stay out of town overnight on authorization of the appropriate Manager shall be entitled to suitable accommodation paid by the Company and reimbursement to a maximum of **seventy (\$70.00)** dollars, for meals and other travel expenses (upon presentation of receipts).

29.02                    **New Classifications**

If, during the currency of this Agreement, the Company establishes a new job rate classification within the bargaining unit and for which is not presently set forth in Appendix "C" 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, with a view to reaching mutual agreement.

29.03                    **Parking**

Subject to availability of space, the Company will maintain its policy of providing free parking for its full-time and part-time employees.

29.04                    **Educational Assistance Program**

The Company shall continue, in no less than its present form, its Education Assistance Program for its full-time employees.

29.05                    **Payroll**

Any mistake on an employee's pay greater than one hundred (\$100.00), the Company (should the employee request such) will issue payment to said employee **within the same week provided the employee has notified their supervisor by Tuesday at 10:30am (EST).**

**ARTICLE 30            TECHNOLOGICAL CHANGE**

30.01                    If during the life of this Agreement the Company decided to make a technological change as defined by The Labour Relations Act, which would have the effect of abolishing existing classifications, creating new classifications, or which will result in the layoff of any full-time employee, the Company will give the Union written notice ninety (90) days in advance of such change, specifying the nature and effects of the change. The Company will meet with the Union to consider the impact of such change upon employees affected.

30.02                    Where an employee's job is changed by reason of any technological change as provided in clause 30.01 above, and provided that such an employee possesses the necessary qualifications to perform the changed job after a reasonable training period, they shall receive such training period.

30.03                    If an employee is subject to permanent layoff as the result of technological change, it is agreed the employee shall bump into a lower classification, if available, in accordance with Article 14 of this Agreement, in which case the employee's

rate will be red circled for twelve (12) months. If no position is available through bumping, the employee will be required to choose one of the following options:

- (a) the employee may elect to go on layoff status; or
- (b) the employee may elect to voluntarily sever their employment completely with the Company and accept severance pay in the amount of two (2) weeks' salary for each year of completed service with the Company as of the date of termination.

30.04 This Article is intended to assist employees affected by any technological change and accordingly Sections 83, 84 and 85 of The Manitoba Labour Relations Act do not apply during the term of the collective agreement between the Company and the Union.

- 30.05
- (a) Any full-time employee who is permanently laid off because their existing job is abolished shall have the option of applying for severance pay.
  - (b)
    - i) Severance pay shall be one (1) week earnings (hourly rate, or 1/52 of annual salary for employees on a yearly salary multiplied by the number of years of seniority the employee has in the bargaining unit), up to a maximum of twenty-six (26) weeks.
    - ii) In addition, the employee shall receive a lump sum benefit payment equivalent to the Company's cost of benefit coverage during the employee's period.
  - (c) The employee who has had their job abolished shall have the right to bump a less senior employee in accordance with Article 14 of this Agreement.
  - (d) Any employee who received a severance payment pursuant to (b) above shall forfeit their seniority rights and be considered terminated.

## **ARTICLE 31      COMPANY VEHICLES**

The Company's current policy on automobiles owned or leased by the Company and used by a Sales Representative shall be continued for the duration of this Agreement. At the discretion of the Company, Company car policy shall be applied to Sales Representatives in order of seniority. Chase Merchandisers, Part-Time Chase Merchandisers and Fill-In Sales Representatives shall receive the same mileage rate increases as the salaried employees at the same time they receive them.

## **ARTICLE 32            TOOL ALLOWANCE**

32.01                    All Maintenance and Fleet Mechanics shall receive an annual tool allowance of **three hundred and thirty- five dollars \$335.00.**

32.02                    All other employees working in Fleet Maintenance, Production Maintenance and MEM in the following classifications shall receive an annual tool allowance **two hundred and eighty dollars (\$280.00).**

Food Service Equipment Mover  
Food Service Serviceperson and Lead Hand

## **ARTICLE 33            CONTRACTING OUT**

33.01                    It is not presently the intention of the Company to extend its present practices with respect to the contracting out of work. However, in the event the Company does determine it is necessary to contract out any work normally performed by employees in the bargaining unit, the Company agrees that if doing so results in the layoff of any regular 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.

The ways and means may include but are not limited to, the offering of retirement packages, training or retraining opportunities and the utilization of the layoff and seniority provisions of the current Collective Agreement.

## **ARTICLE 34            AGENCY PERSONNEL**

34.01                    If due to unforeseen circumstances the Company is unable to meet temporary staffing needs through the use of its full-time and temporary employees, and it uses personnel provided by an outside agency, such personnel shall have no rights under the Collective Agreement. The Company shall pay union dues in respect of such personnel and shall provide a monthly statement of the names of such personnel used and the dates and hours worked by such person.

Such personnel shall not be used to avoid the use of full-time or temporary employees, including those on layoff.

## **ARTICLE 35            APPENDICES AND LETTERS OF UNDERSTANDING**

35.01                    All Appendices and Letters of Understanding attached to this Collective Agreement are deemed to be part of the Collective Agreement for the life of this contract.



**ARTICLE 36            DURATION**

36.01                      This Agreement shall come into effect on April 7, **2023** and shall remain in effect until April 6, **2026**

36.02                      A party wishing to revise or terminate this Agreement shall notify the other party in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall, within ten (10) days or such later time as may be mutually agreed, commence negotiations. During the period of such negotiations, this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article.

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

**SIGNED THIS                      DAY OF    , 2023**

**FOR THE UNION:**

**FOR THE COMPANY:**

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## **Appendix “A”**

### **HEALTH AND WELFARE BENEFITS**

#### **A-1 Health and Welfare**

The Company shall provide to its full-time employees the following Pepsi Co Beverages Canada Benefits Plans to be administered in accordance with the rules and regulations of the plans which are more fully described in the plan benefit literature. Any annual changes to the Pepsi Co Beverages Canada Health and Welfare or Pension Plans will be thoroughly reviewed with Pepsi Co Beverages Canada employees and the union representative.

A joint Union/Company presentation shall be made to employees prior to their making their Long Term Disability and other option selections.

All eligible employees must participate in the company provided supplementary health care plan and dental care plan (unless they can provide proof of coverage on their spouses plan).

##### **A-1.01 Supplementary Health Care**

Employees may initially choose Option A or Option B or no coverage at all. If no coverage is chosen initially, only Option A will be available on January 1 of the next year. Option B can be selected in the following year. Regular part-time employees are eligible to participate in the supplementary health care plan if they work at least thirty (30) hours per week, reside in Canada and are covered by the provincial health care.

#### **A-2 Pension Plan**

The Company will provide to its full-time and part-time employees, the Pepsi Defined Contribution Pension Plan to be administered in accordance with its rules and regulations which are more fully described in the Plan literature. It is available to full-time employees in the first full month after employment and available to regular part-time employees who work at least thirty (30) hours per week.

Company contributions will be one dollar (\$1.00) for each dollar an employee contributes, up to a maximum of 4% and 5% of the Yearly Maximum Pensionable Earnings.

Eligible employees can join at any time unless law requires otherwise and can change contribution levels every year.

## APPENDIX "B"

### SICK LEAVE

#### B-1 Sick Leave / Personal Day

B-1.01 Full-time employees are entitled to the following sick leave/personal days with pay:

##### Employees Hired Prior To May 16, 2017:

- (a) Employees having completed their probationary period with less than one (1) year of continuous service as a full-time employee: three (3) days per contract year.
- (b) Employees with one (1) or more years of continuous service as a full-time employee: seven (7) days per contract year.

##### Employees Hired After May 16, 2017:

- (c) Employees having completed their probationary period as a full-time employee: three (3) days per contract year.
- (d) **Employees who have not used a paid sick day/ personal day or Family Responsibility Day for twelve (12) months will earn an additional Sick/ Personal day to their yearly total to a maximum of seven (7) sick or personal days to be used. Once an employee has earned an additional day they will not lose it.**

B-1.02 It is understood that if an employee is calling in sick they will contact his/her Supervisor or his/her designate a minimum of one (1) hour before the commencement of his/her shift to notify them of their absence, the reason for the absence and the expected return to work date. Employees may be required to provide evidence to support absences. If a medical certificate is required the Company shall pay the cost of that medical certificate. There shall be no blanket requirement for everyone in a department to bring a medical certificate. Should an individual employee not be previously informed of the need to provide such a certificate, it shall be requested within four (4) hours of receiving the notification of the illness.

If an employee is requesting a personal day they will contact their supervisor a minimum of one (1) day before the commencement of his/her shift, where possible. Such a request shall not be unreasonably denied.

B-1.03      The daily pay for a sick leave/personal day shall be calculated as follows:

- (a)      hourly rated employees shall receive eight (8) hours pay based on the employees regular hourly rate;
- (b)      highway transport drivers to be compensated based on one day average of previous calendar year earnings.
- (c)      Driver Merchandiser, Driver Merchandise Assistant/Temporary Driver Merchandiser, Temporary Driver Merchandiser Assistant - to be compensated according to their daily rate.
- (d)      Sales Reps to be compensated based on the average earnings of their last ten (10) working days.

Sick leave/personal day pay, pursuant to Appendix B-1.01, for the employees scheduled to work ten (10) hours per day shift for that week will be based on the ten (10) rather than the eight (8) hours.

B-1.04      Employees who, at the end of a contract year, have unused personal days, will be entitled to payment at 100% of the regular rate of pay that was in effect for him on the first day of the contract year. This pay-out will be processed in the month of April.

**APPENDIX "C"**

**WAGE RATES**

**C-1      Hourly Paid Plant Employees Regular Straight Time Hourly Rate**

	Current	April 7, 2023 \$0.90	April 7, 2024 \$0.85	April 7, 2025 \$0.85
<b><u>Class 1</u></b>	<b>General Labour / Food Service Parts Person / Maintenance Labour</b>			
85.00%	\$21.14	\$21.90	\$22.63	\$23.35
90.00%	\$22.38	\$23.19	\$23.96	\$24.72
95.00%	\$23.63	\$24.48	\$25.29	\$26.10
100%	\$24.87	\$25.77	\$26.62	\$27.47
<b><u>Class 2</u></b>	<b>Re-Pack</b>			
85.00%	\$14.83	\$15.60	\$16.32	\$17.04
90.00%	\$15.71	\$16.52	\$17.28	\$18.05
95.00%	\$16.58	\$17.43	\$18.24	\$19.05
100%	\$17.45	\$18.35	\$19.20	\$20.05
<b><u>Class 3</u></b>	<b>Inventory Counter / Forklift Operator/Machine Operator</b>			
85.00%	\$24.17	\$24.93	\$25.65	\$26.38
90.00%	\$25.59	\$26.40	\$27.16	\$27.93
95.00%	\$27.01	\$27.86	\$28.67	\$29.48
100%	\$28.43	\$29.33	\$30.18	\$31.03
<b><u>Class 4</u></b>	<b>Shipper/Receiver / F/S Equipment Mover / Warehouse Technician</b>			
85.00%	\$24.62	\$26.24	\$26.96	\$27.68
90.00%	\$26.07	\$27.78	\$28.55	\$29.31
95.00%	\$27.52	\$29.33	\$30.13	\$30.94
100%	\$28.97	\$30.87	\$31.72	\$32.57

<b><u>Class 5</u></b>	<b>Sanitizer / Filler Operator</b>				
	85.00%	\$24.62	\$26.41	\$27.13	\$27.85
	90.00%	\$26.07	\$27.96	\$28.73	\$29.49
	95.00%	\$27.52	\$29.52	\$30.32	\$31.13
	100%	\$28.97	\$31.07	\$31.92	\$32.77
<b><u>Class 6</u></b>	<b>Quality Control Technician / Syrup Maker</b>				
	85.00%	\$25.64	\$27.26	\$27.98	\$28.70
	90.00%	\$27.15	\$28.86	\$29.63	\$30.39
	95.00%	\$28.66	\$30.47	\$31.27	\$32.08
	100%	\$30.17	\$32.07	\$32.92	\$33.77
<b><u>Class 7</u></b>	<b>F/S Service Person</b>				
	85.00%	\$27.66	\$28.42	\$29.15	\$29.87
	90.00%	\$29.29	\$30.10	\$30.86	\$31.63
	95.00%	\$30.91	\$31.77	\$32.58	\$33.38
	100%	\$32.54	\$33.44	\$34.29	\$35.14
<b><u>Class 8</u></b>	<b>Fleet Mechanics / Maintenance Mechanic / Fleet Mechanic Foreman</b>				
	85.00%	\$31.51	\$32.27	\$33.00	\$33.72
	90.00%	\$33.36	\$34.17	\$34.94	\$35.70
	95.00%	\$35.22	\$36.07	\$36.88	\$37.69
	100%	\$37.07	\$37.97	\$38.82	\$39.67
<b><u>Class 9</u></b>	<b>Temporary Employee</b>				
		\$17.47	\$18.37	\$19.22	\$20.07
<b><u>Class 10</u></b>	<b>Blow Mould Operator</b>				
	85.00%	\$25.25	\$26.02	\$26.74	\$27.46
	90.00%	\$26.74	\$27.55	\$28.31	\$29.08
	95.00%	\$28.22	\$29.08	\$29.89	\$30.69
	100%	\$29.71	\$30.61	\$31.46	\$32.31
<b><u>Class 11</u></b>	<b>Trades Apprentice</b>				
	85.00%	\$27.10	\$27.86	\$28.59	\$29.31
	90.00%	\$28.69	\$29.50	\$30.27	\$31.03
	95.00%	\$30.29	\$31.14	\$31.95	\$32.76
	100%	\$31.88	\$32.78	\$33.63	\$34.48

<b><u>Class 12</u></b>	<b>F/S Technician (HVAC Journeyman/Red Seal)</b>				
	85.00%	<b>\$33.79</b>	<b>\$34.55</b>	<b>\$35.28</b>	<b>\$36.00</b>
	90.00%	<b>\$35.78</b>	<b>\$36.59</b>	<b>\$37.35</b>	<b>\$38.12</b>
	95.00%	<b>\$37.76</b>	<b>\$38.62</b>	<b>\$39.43</b>	<b>\$40.23</b>
	100%	<b>\$39.75</b>	<b>\$40.65</b>	<b>\$41.50</b>	<b>\$42.35</b>

All employees hired after ratification date shall receive the following percentage of the aforementioned highest wage rate of their respective classification:

- Start: eighty-five percent (85%) of highest wage rate
- After 12 months: ninety percent (90%) of highest wage rate
- After 24 months: ninety-five percent (95%) of highest wage rate
- After 36 months: one hundred percent (100%) of highest wage rate

**C-1.01 Highway Transport Drivers**

- (a) It is understood the incentive kilometre rate for accident free driving, driving records related to moving violations and care of equipment during Company time, of one point two (1.2¢) cents per kilometre shall continue to be paid on a quarterly basis for safe performance measured in that quarter.

The rate shall be **thirty-four (34¢)** cents per kilometre.

- (b) For layovers (i.e. time taken for loading and unloading) at terminals as well as time lost due to mechanical breakdowns, the driver will receive a rate of:
- **\$23.51** per hour effective April 7, 2023
  - **\$24.36** per hour effective April 7, 2024
  - **\$25.21** per hour effective April 7, 2025
- (c) Remuneration for periods during which the driver is employed other than driving Transport Tractor-Trailers shall also be at the same rates identified in (b) above.

C-1.02      **Progression**

**Class 7 – MEM Technician Career Progression**

- (a) Progression from “six month” Level to Level 2 is based on acceptable job performance and achieving the required level with competence in equipment preparation, installation and preventative maintenance. Additionally, all entry level technicians advancing to Level 2 must have successfully completed all assigned Pepsi Pro Modules prior to the level competency review. The final review will take place within two (2) years of work at entry level and the successful completion of a written practical test.
- (b) Progression from a Level 2 to a Level 1 is based on acceptable job performance and achieving the required level of competence in all aspects of equipment troubleshooting and repair. Additionally, Level 2 technicians advancing to Level 1 must have successfully completed all Pepsi Pro Modules prior to the final competency review. The final review will take place within a minimum of two (2) years of work at Level 2 and the successful completion of a written practical test.

**Class 8**

Progression from 12 month to 18 month rates or beyond (where applicable) depend on time spent in the position and demonstrated satisfactory performance. The employee must also possess the required journeyman qualifications and current certification to progress to the 18 month rate.

C-1.03      **Temporary Employees (Class 9)**

Temporary Employees (Class 9) who return to the Company for a second consecutive season will be placed at the start rate incremental level for General labour (Class 1) after having completed a total of six (6) months of accumulated service.

- C-1.04      Where an employee from Sales successfully bids on a posted position in the Plant, then they shall be paid at the rate for their new classification consistent with their length of service in Sales, subject only to their being paid not less than ten percent (10%) of that rate during the thirty (30) day trial period referred to in Article 13.05.



**C-2                Sales Personnel**

<b><u>Classification</u></b>	<b><u>Remuneration</u></b>	<b><u>Current</u></b>	<b><u>Apr.7/23</u></b> <b><u>(\$0.90)</u></b>	<b><u>Apr. 7/24</u></b> <b><u>(\$0.85)</u></b>	<b><u>Apr.7/25</u></b> <b><u>(\$0.85)</u></b>
<b>Food Services Representative</b>	Per annum Level 1	\$56,892.00	<b>\$58,764.00</b>	<b>\$60,532.00</b>	<b>\$62,300.00</b>
	Per annum Level 2	\$62,196.00	<b>\$64,068.00</b>	<b>\$65,836.00</b>	<b>\$67,604.00</b>
	Per annum Level 3	\$68,561.00	<b>\$70,433.00</b>	<b>\$72,201.00</b>	<b>\$73,969.00</b>
<b>Driver Merchandiser</b>	Daily Rate*	\$316.21	<b>\$325.44</b>	<b>\$339.28</b>	<b>\$347.99</b>
	Hourly Rate	\$30.85	<b>\$31.75</b>	<b>\$33.10</b>	<b>\$33.95</b>
<b>Driver Merch. Ass't.</b>	Hourly Rate	\$21.41	<b>\$22.31</b>	<b>\$23.16</b>	<b>\$24.01</b>
<b>Chase Merchandiser</b>		\$20.96	<b>\$21.86</b>	<b>\$22.71</b>	<b>\$23.56</b>
<b>Part-time Chase Merchandiser</b>		\$19.82	<b>\$20.72</b>	<b>\$21.57</b>	<b>\$22.42</b>

\*Daily rate is comprised of eight (8) hours regular time plus one and one-half (1.5) hours of overtime guaranteed upon completion of assigned **sales & delivery duties**.

\*\*Temporary Driver Merchandisers and Temporary Merchandiser Assistants will be utilized as per Article 3.04

\*\*\*At any time during the life of this collective agreement, the Company may increase the rates within a classification/job identified in this Appendix.

C-2.01                Where anyone in the bargaining unit works in another of these categories, they will be paid at the rate of that category, provided however that where a Driver is assigned to work as a Driver Assistant, on a temporary basis, they shall continue to receive their Driver rate.

C-2.02      **Truck Breakdown**

Delivery Personnel shall be guaranteed one-half (½) of their daily basic rate, if in the course of a work day, they are unable to perform their normal deliveries due to mechanical breakdown. If the breakdown occurs after having worked more than one-half a normal sales day then the employee will receive the daily rate on a pro-rata basis. The Company reserves the right to assign delivery personnel who experience a breakdown other duties as required.

C-2.03      **Working on 6th or 7th day**

- (a) All Sales Personnel, except Sales Representatives, after working five (5) days, and assigned to work in any of the sales classifications, on a sixth or seventh day in a work week shall receive time and one-half (1½) the applicable hourly rate for the classification. A Sales Representative after working five (5) days, and required to work on a sixth or seventh day in a work week shall receive their daily rate for that day(s).
- (b) Remuneration paid for a general holiday shall be considered as a day worked when calculating any remuneration for sales and employees under clause (a) above.
- (c) If an employee is absent during any part of their regularly scheduled work week, without valid reason, then they shall only be paid under clause (a) above after they have worked five (5) days. "Valid reason" shall be absence on account of (i) bona fide illness or injury or (ii) any authorized paid or unpaid leave of absence under this Agreement.
- (d) Work shall be offered by seniority with the most senior employee having first right of refusal.

C-2.04      As to Tel-Sell calls, it will be part of the normal responsibility of the Sales Representative to collect receivables, complete loan agreements (where required) and to physically call on the account at a frequency which the Area Sales Manager, in consultation with the Sales Representative, will determine is necessary.

C-2.05      **Food Service Representatives Increments**

Employees will be hired at Level 1.

Employees with five or more years of Pepsi Co Beverages Canada service will assume Level 2.

Employees with ten or more years of Pepsi Co Beverages Canada service will assume Level 3.

Any current Food Service Rep whose current salary is above the aforementioned wage grid will be grand-parented at their current individual salary (inclusive of year one wage increases) until such time as the appropriate level is above their salary.

C-2.06 **Pre-Sell Customer Representatives**

Step 1 The negotiated general wage increase for April 7, **2023**, April 7, **2024** and April 7, **2025** for employees will be applied to the current individual salary levels for those Pre-Sell Representatives who do not participate in the VIP program.

Effective **April 7, 2023** the salary levels will be:

Level 1	<b>\$53,240.27</b>
Level 2	<b>\$61,361.41</b>
Level 3	<b>\$65,465.44</b>
Level 4	<b>\$70,918.00</b>

Effective **April 7, 2024** the salary levels will be:

Level 1	<b>\$55,008.27</b>
Level 2	<b>\$63,129.41</b>
Level 3	<b>\$67,233.44</b>
Level 4	<b>\$72,686.00</b>

Effective **April 7, 2025** the salary levels will be:

Level 1	<b>\$56,776.27</b>
Level 2	<b>\$64,897.41</b>
Level 3	<b>\$69,001.44</b>
Level 4	<b>\$74,454.00</b>

The target pay for VIP Pre-Sell Reps will be **\$58,792** at April 7, **2023**, **\$60,560** at April 7, **2024** and **\$62,328** at April 7, **2025**.

**Any remaining pre-sell sales representative currently on the VIP sales program has until April 1, 2023 to notify management that they would like to move into the salary grid below and will receive increases in Year 2 and Year 3. Reps will be paid as per Company policy on Vehicles and mileage. Sick pay is also included in this salary.**

**Effective April 7, 2023: \$63,593.44**  
**Effective April 7, 2024: \$65, 361.44**  
**Effective April 7, 2025: \$67, 129.44**

C-3 Sales Representatives hired after the date of Union ratification will not be included in the bargaining unit. Incumbent Sales Representatives will remain employees of the Company as members of the bargaining unit in Winnipeg until one of the following events takes place:

- a) The Sales Representative retires.
- b) The Sales Representative voluntarily quits.
- c) The Sales Representative is dismissed for just cause.
- d) The Sales Representative accepts a promotion to a non-bargaining unit position.

The Incumbent Sales Representatives covered by this clause are: Patrick Kelly, Glenn Kowalski, Marlon Renaud, and Rodolfo Roscuata.

**TO: THE NEW OR REHIRED EMPLOYEE:**

“All present employees who are members of the Union shall maintain that membership in good standing as a condition of employment. All persons who may hereafter become employees shall immediately upon being hired become and remain members in good standing of the Union as a condition of employment.”

“The Company shall deduct from the wages of all employees in the bargaining unit such regular monthly dues and initiation fees as specified by the Union in Article 6.06 hereafter. The Union dues shall be deducted from the employees' pay each pay period. The Union shall notify the Company in writing of the amount of such dues and shall notify the Company in writing at least one (1) month in advance of the end of the pay period in which the deductions are to be made of any changes in these amounts during the term of this Agreement. Dues deducted pursuant to paragraph 6.05 (c) together with a list of the names of the employees and the employees' social insurance numbers for whom such deductions have been made shall be mailed, monthly by the Company to the designated official of the Union, within fifteen (15) days of the Company's accounting period. The Union dues shall be deducted from the employee's pay each pay period.”

Please complete a Membership Application immediately (sample below) and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

[illegible]

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA**, a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
Manitoba, 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"

**RE: MANDATORY CLASS 1 MEDICAL EXAM**

The Company agrees to reimburse all employees who have Class 1 licenses for the cost of their mandatory medical exams, upon presentation of receipts.

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA,** a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
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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"

**RE: HIGHWAY TRANSPORT A-TRAINS OR TURNPIKES**

The Company agrees that prior to them requiring a Highway Transport Driver to haul an A-Train (otherwise known as a turnpike) they will meet with the Union and negotiate appropriate remuneration to perform this type of work. If the parties cannot reach an agreement on the remuneration the matter shall be referred to arbitration as per Article 8 of the Collective Agreement. The decision of the Arbitrator shall be final and binding upon the parties and upon any employee affected by it.

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA**, a body corporate  
carrying on business in the City of  
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**AND**

**UNITED FOOD AND  
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UNION, LOCAL NO. 832**,  
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Union, hereinafter referred to as  
the "Union"

**RE: AVAILABLE VACATIONS FOR DRIVERS**

If a Driver is unable to take their previously approved vacation in July and August and the Company is prepared to make those weeks available to other Drivers, the Drivers will all be notified in writing of the availability of those weeks and the opportunity to request those vacation days will be made in a timely way and in compliance with 21.07 of the Collective Agreement.



## LETTER OF UNDERSTANDING #4

**BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA**, a body corporate  
carrying on business in the City of  
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**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"

**RE: DRIVERS RATES FOR FILL-IN SALES REPRESENTATIVES**

The Company shall pay as per the current practice, Drivers who fill in for a Pre-Seller Fill-In Sales Representative, ten (10) hours at the Drivers wage per day of relief.

## LETTER OF UNDERSTANDING #5

**BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA**, a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
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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"

**RE: TRADES TRAINING AND APPRENTICESHIP**

1. The Company agrees to participate in an Apprenticeship Program and to register apprentices under the Provincial Apprenticeship and Trades Qualification Act. The Company shall have the sole right to determine the number of apprenticeships available, and the type of apprenticeships it will support. The selection of an apprentice will be made on the following basis:

- a) Opportunities for apprenticeship shall be posted and filled based on an interview and testing scores (test to be administered after interview). **Applicants will be made aware ahead of time on what they will be tested on.**
- b) Employees must apply in writing to participate in the Apprenticeship program. Acceptance of apprentices will be based on them meeting qualifications and standards consistent with the qualifications outlined in each trade regulation. Qualifications and standards will be applied equitably and consistently to all applicants. Should two employees score equally and have comparable qualifications, then seniority will apply.
- c) Applicants meeting the qualifications and standards from among the Maintenance Team will be the first selected by seniority, subject to

d) below. Applicants from among the broader qualifying employees will then be accepted for available apprenticeships by a) (above).

- d) Of the applicants mentioned above, those who possess previous trade apprenticeship training or equivalent training /experience will be given preference in the selection of apprentices.
- e) An employee's seniority shall continue to accrue during the apprenticeship process.
- f) Before entering a formal apprenticeship, a current non-maintenance employee must serve a seven-hundred and twenty (720) hour suitability period for the purpose of establishing same. If an employee is successful, the Company will credit this time towards the apprenticeship. If either the Company or the employee determine during the suitability period that the employee will not be successful, the employee will be returned to their previous position. Apprentices hired from outside the company will serve the normal new-hire probationary period as outlined in Article 10 and will not serve a suitability period.
- g) The apprenticeship program will be considered, provided the Company has a current Red Seal ticketed tradesperson employed.**

The apprenticeship program will have an independent wage class (Class 11 – Trades Apprentice). The progression differs to progression listed in Appendix C as regardless of existing seniority with the Union, an employee starting in an Apprenticeship shall start at "level 1" and work their way up as they progress through the levels of his/her apprenticeship (an apprentice may be moved to another level of this wage progression if mutually agreed upon by the Union and the Company).

- Level 1 (85%)
- Level 2 (90%)
- Level 3 (95%)
- Level 4 (100%)

2. Employees who take the Manitoba Trades Training Program or other accredited program, as scheduled and approved by the Company and that are required to attend school, during their normal working hours, shall receive the difference between their regular hourly rate, for all hours lost, and the subsidies provided through the apprenticeship program and Employment Insurance. It shall be the responsibility of the employee to apply for all such subsidies.

3. An apprentice may be subject to release from the apprenticeship program as follows:

- a) The apprentice twice fails a training course at any one level.
- b) The employee voluntarily withdraws from any in-school training portion of the program without a reason which is acceptable to the Company.
- c) Poor attendance and/or disciplinary action

Should the apprentice be released they will be placed in a Maintenance or Production classification, if available.

4. The Company and the Union agree that the continued support of the apprenticeship program represents a significant commitment and investment by both the Company and the Employees. For the purposes of protecting the value of this investment, the parties agree to the following:

Employees who are entering the Manitoba Trades Training Program will be required to sign an agreement (Educational Assistance Agreement form) which obliges them to repay full costs/benefits provided by the Company if they have not achieved Journeyperson/Red Seal Certification within a five (5) year timeframe from commencement of the program or if they voluntarily terminate their employment prior to completing the program.

That Apprenticeship employees of the Company, for whom the Company made this investment, who choose to leave the employ of the Company after successful completion of the program voluntarily, or are exited from the program but not from The Company (per LOU11.03) The Company will be reimbursed by the employee to the following schedule (percentage of full costs/benefits provided to the employee per this LOU):

Termination within 0-12 months after completion of the program	100%
Termination within 12-24 months after completion of the program	75%
Termination within 24-36 months after completion of the program	50%
Termination within 36-48 months after completion of the program	25%
Termination within 48+months after completion of the program	0%

If the employee's employment is terminated by the Company for cause and he/she is not reinstated through the grievance and arbitration procedures outlined in Article 8 of this Agreement and who have yet to complete five (5) years of service post-certification, shall be responsible for full reimbursement of the costs/benefits provided by the Company associated with their training as outlined in this LOU.

5. If an employee is displaced from a trades position but bumps into another non-trade classification in the Company for which the employee is qualified, there shall be no requirement for reimbursement of any costs. In such case, said employee shall then be paid at the appropriate posted rate for that classification. In addition, there is no reimbursement requirement in the event of a permanent lay-off.

6. The Joint Labour Management Committee will regularly monitor the development and retention

**LETTER OF UNDERSTANDING #6**

**BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA,** a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
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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"

**RE: SENIORITY LIST**

During the term of this agreement the Company will provide a complete seniority list as per Article 12.02 every three (3) months to correct and maintain the seniority list and dues.

**LETTER OF UNDERSTANDING #7**

**BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA**, a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
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**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"

**RE: STANDARD TESTING**

- 1) The Union & Company agree to the following regarding testing as part of the Job Posting process.

The Company shall use the standardized test/aptitude testing for the following positions: Inventory Counter, Machine Operator, Sanitizer, Filler Operator, Quality Control, Syrup Maker, F/S Service Person, Blow Mould.

- 2) These tests will be evaluated as a Pass/ Fail grade at a reasonable threshold (For example 70%).

Should the Company introduce a new classification or determine an existing classification's responsibilities require the need for testing, it will be discussed in advance with the Union. The Company shall maintain the right to introduce testing, however it shall not do so in an arbitrary fashion.

- 3) All employees who participate in the test will be provided a chance to review their test results with Management.
- 4) A copy of the test will be presented to the Union if requested to ensure the questions are in alignment of positions being tested.
- 5) All vacant positions will be awarded as per the job posting article 13.03.

**LETTER OF UNDERSTANDING #8**

**BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA,** a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
Manitoba, 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"

**RE: JOINT LABOUR MANAGEMENT**

The Company will continue to explore through Joint Labour Management meetings, and other discussions ways of brining current third-party transportation routes in-house over the term of the agreement to increase its current fleet.



## **LETTER OF UNDERSTANDING #9**

**BETWEEN:**

**PEPSI CO BEVERAGES  
CANADA**, a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
Manitoba, 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"

**RE: 12-HOUR PRODUCTION SHIFT**

In an effort to address volume demands and enhance the opportunity for future investment in the facility, The Company and The Union agree to a twelve (12) hour shift in Production.

Twelve (12) hour shifts can be utilized in Production, Quality, and Maintenance, under this agreement. Unless otherwise stated in this letter of understanding (LOU #9), all articles of this agreement apply to twelve (12) hour shifts as they are written.

### **Hours of Work**

The normal work week for hourly rated employees shall consist of week pairings of a 3x12 hour thirty-six (36) hour week and a 4x12 hour forty-eight (48) hour week, such as:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Legend	
Week 1	W			W	W			W	Work
Week 2		W	W			W	W		Off

The Company shall give the Union and each employee affected two (2) weeks advance notice of a change from a five (5) day work week or four (4) day work week to a twelve (12) hour shift work week or vice-versa. The twelve (12) hour shift will be first posted internally and if not filled will be posted externally.

**Rest Period**

Three (3) paid fifteen (15) minute breaks.

**Meal Period**

One (1) unpaid thirty (30) minute meal break.

**Overtime**

An hourly employee who works in excess of twelve (12) hours in a day or forty (40) hours in one (1) week and/or on paid holidays shall be paid time and one-half (1½) their regular rate.

**Vacations With Pay**

A vacation week is considered to equivalent to one 40-hour week

**Sick Leave/Personal Days with Pay**

Employees Hired Prior To May 16, 2017

7 days = 72 hours

Employees Hired After May 16, 2017

3 days = 24 hours

**\*Should an employee earn additional days as listed in Appendix B “Sick Leave/ Personal Days” with Pay they will be added at 12 hour increments for each day.**

**General Holidays**

If a general holiday falls on any scheduled workday, one (1) general holiday will be paid out at twelve (12) hours.

If a general holiday falls outside of a scheduled workday, one (1) general holiday will be paid out at eight (8) hours.

Floating holiday will equal one (1) twelve (12) hour day.

**Cross-Training/Rotating**

The Union and The Company will review a cross-training plan in JLM within one year of implementation of twelve (12) hour shifts to examine a rotation of roles throughout a twelve (12) hour shift. Excluded roles include Blow Mold Operator, Syrup Maker, QC Technician, and Maintenance.

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

SIGNED THIS                      DAY OF                      , 2023

FOR THE UNION:

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FOR THE COMPANY:

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**LETTER OF UNDERSTANDING**

BETWEEN:

**PEPSI CO BEVERAGES  
CANADA**, a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
Manitoba, 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"

**RE: Double Ticket Premium:**

Effective September 20, 2023 a premium of one dollar and fifty cents (\$1.50) shall be paid for all hours worked by Fleet Technicians who hold a CVI or double certification.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS LETTER OF UNDERSTANDING.

SIGNED THIS      20th    DAY OF      SEPTEMBER                      , 2023

FOR THE UNION:

FOR THE COMPANY:

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## LETTER OF UNDERSTANDING

BETWEEN:

**PEPSI CO BEVERAGES  
CANADA**, a body corporate  
carrying on business in the City of  
Winnipeg, in the Province of  
Manitoba, hereinafter referred to  
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AND

**UNITED FOOD AND  
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UNION, LOCAL NO. 832**,  
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### RE: Payroll Corrections for Employee Swipe Mistakes:

1. Effective immediately, in the event of an employee swipe error resulting in a mistake on the employee's pay greater than one hundred (\$100.00), the Company (should the employee request such) will issue payment to said employee within the same week provided that the employee has notified their supervisor by Monday at 10:30 am (EST).
2. The Company agrees to follow the language in article 29.05 for any other mistakes on an employee's pay.
3. The Union acknowledges that it is an employee's responsibility to swipe in and out.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS LETTER  
OF UNDERSTANDING.

SIGNED THIS 19 DAY OF DECEMBER, 2023

FOR THE UNION:

  
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FOR THE COMPANY:

  
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