

**PEPSI CO BEVERAGES, CANADA
(BRANDON)**

FROM: September 1, 2020

TO: August 31, 2023

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". The signature is stylized with a long horizontal line extending to the right.

Jeff Traeger,
President UFCW Local 832



PEPSI CO BEVERAGES CANADA (BRANDON)

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Expiry Date: August 31, 2023

AGREEMENT BETWEEN:

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

WHEREAS 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.

NOW, THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The company recognizes the Union as the sole agency for the purpose of collective bargaining for all employees of The Pepsi Co Beverages, Canada, in the City of Brandon, Manitoba, save and except the Branch Manager, Administrative Assistant, Sales Representatives, Delivery Supervisor and those excluded by the Act.

1.02 **New Classifications**

If, during the currency of this Agreement, the Company establishes a new job classification within the bargaining unit 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.

ARTICLE 2 DEFINITIONS

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

2.02 A full-time employee is one who on a regular and recurring basis works the full schedule of hours of work per week as specified in Article 6.

2.03 A part-time employee is one who works on a regular and recurring basis less than the full scheduled hours per week as specified in Article 6.

2.04 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.

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

2.06 (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 an aggregate of ninety (90) working days, as described under Article 10.01.

Should a temporary employee be re-hired within one (1) month of being laid-off then such employee shall be considered either a part-time or full-time employee based on the hours the employee would be working.

(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:
 - (i) 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.

ARTICLE 3 UNION SECURITY

3.01 Notification to Union on Hirings and/or Terminations

The Company shall provide the Union the names of any new bargaining unit employee 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 of 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.

3.02 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.

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

3.04 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 the expiration of their probationary period become and remain members in good standing of the Union as a condition of employment.

3.05 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.

3.06 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 their responsibility in regard to the payment of Union dues and initiation fees.

3.07 The Company agrees to forward the form letter referenced in 3.06 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 expense of printing and mailing such form letter, the contents to be such that it is acceptable to the Company.

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Company shall deduct from the wages of all employees in the bargaining unit such regular monthly dues as may be adopted and designated by the Union. The Union dues shall be deducted from the employees' pay each pay period.

4.02 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.

4.03 Dues deducted pursuant to paragraph 4.01 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.

4.04 The Union shall indemnify and save the Company harmless from any and all claims for amounts deducted from pay and remitted under the terms of this section.

4.05 The amount of union dues deducted from the employees during the calendar year shall be shown on each employee's T-4 slip.

ARTICLE 5 PROBATIONARY PERIOD

5.01 An employee shall be considered a probationary employee until they have worked a total of **seven hundred and twenty hours (720)** hours with the Company. 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 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.

ARTICLE 6 HOURS OF WORK

6.01 The normal work week for hourly employees shall consist of forty (40) hours consisting of either five (5) consecutive eight (8) hour days or four (4) ten hour days with two (2) consecutive days off. Should it become necessary to schedule non-consecutive days off, the least senior employee(s) in the job classification will be assigned to such schedule, unless there is mutual agreement between the employee and the Company. 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.

6.02 It is understood that for Delivery Merchandiser, Delivery Merchandiser Assistant and Delivery Helper, five (5) ten (10) hours shifts may be necessary.

ARTICLE 7 OVERTIME - HOURLY EMPLOYEES

7.01 Overtime on an eight (8) hour shift shall be paid after eight (8) hours in a day or forty (40) hours in a week. Wages shall be paid on the sixth (6th) and seventh (7th) day at overtime rates.

Overtime on a ten (10) hour shift shall be paid after ten (10) hours in a day or forty (40) hours in a week. Wages shall be paid on the fifth (5th), sixth (6th) and seventh (7th) day at overtime rates.

7.02 An hourly employee required by the Company to work in excess of eight (8) or ten (10) hours in a day or forty (40) hours in any one (1) week or on paid holidays shall be paid time and one-half (1½) their regular rate.

- 7.03
- (a) The Company shall make every effort to distribute overtime work among qualified hourly employees who normally perform the work to be done.
 - (b) Where overtime is offered and there are more qualified volunteers than required, overtime assignments shall be made to the most senior of those qualified hourly employees who have volunteered.
 - (c) Where overtime is offered and there are insufficient qualified volunteers, the Company shall have the right to assign the work starting with the most junior hourly employee who is qualified to perform the required work and continuing in inverse order of seniority until sufficient qualified hourly employees have been assigned.

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

7.05 When an employee is entitled to premium compensation on overtime hours it shall be paid out at straight premium rates rather than at time and one-half (1½X) the rate of the premium pay.

7.06 Compensating time off shall be given in accordance with the Letter of Understanding attached to this Agreement.

ARTICLE 8 POSTING OF WORK SCHEDULES OR TRIP SHEETS

8.01 Whenever possible, the Company will post trip sheets for Delivery Merchandisers/Delivery Merchandiser Assistants/Delivery Helpers showing what routes are assigned to each individual by 10:00 a.m. the preceding day.

8.02 With respect to Warehouse employees, a bi-weekly schedule will be posted no later than Friday noon of the preceding week. If no such posting is done then the schedule for the preceding week will apply.

ARTICLE 9 TEMPORARY RELIEVING

9.01 If a Delivery Merchandiser is not assigned to a route on any day, due to the exigencies of the business, and a Delivery Merchandiser Assistant/Delivery Helper is required on another route, then the Delivery Merchandiser will be assigned to the Delivery Merchandiser Assistant/Delivery Helper position in preference to other employees in the bargaining unit, for that day, and they will be paid as a Delivery Merchandiser Assistant.

9.02 If any Delivery Merchandiser, Delivery Merchandiser Assistant and Delivery Helper employee is not required, on any day, to fill a position in sales and is therefore assigned temporarily to perform tasks paid on an hourly rate, then such employee will receive, for that day, the appropriate General Labourer hourly rate, depending on their length of service with the Company.

9.03 If an hourly paid employee is required, on any day, to temporarily fill a sales position then such employee will receive the remuneration applicable for the sales classification in which they are relieving.

9.04 Any employee who is temporarily assigned to work in a higher paying classification shall receive the higher rate of pay for all time so employed.

ARTICLE 10 MEAL AND REST PERIOD

10.01 Meal Period

A person working a daily shift of five (5) hours or more shall have one (1) uninterrupted meal period of thirty (30) minutes without pay.

10.02 Rest Periods

- (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 10.01 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.

ARTICLE 11 GENERAL HOLIDAYS

11.01 The Company agrees to pay each full-time employee who has completed their probationary period and who has worked the first scheduled workday before or after a general holiday, except for bona fide illness or injury, an amount calculated as follows:

- (a) hourly employees shall receive one (1) day's pay based on the employee's regularly scheduled daily hours at the employee's base rate;
- (b) Pre-Seller Fill-in Sales Reps shall receive an amount equal to their daily rate for each of the said paid holidays.
- (c) for all regular 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, unless Manitoba Employment Standards Code Regulations requires otherwise;
 - (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.

11.02 Where one or more General Holidays falls within an employee's scheduled vacation and the General Holiday is one for which the employee qualifies under Article 11.01, the employee's vacation entitlement will not be reduced by the number of days covered by General Holidays that occur during that period.

- 11.03 (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	

Floating Holiday

In addition to the General Holidays referred to above, all employees are entitled to take a floating holiday once 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) Part-time employees will be paid general holiday pay of one-fifth (1/5) of an average week's earnings based on an average of the four (4) weeks immediately preceding the holiday (exclusive of overtime), provided they work on their scheduled shift immediately prior to and following the general holiday.
- (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 (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.

ARTICLE 12 MINIMUM CALL-IN

12.01 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 Pre-Seller Fill-in Sales Reps whose

work is approved for less than one-half (½) day, pay shall be not less than fifty (50%) percent of the appropriate guarantee. In order to qualify for a minimum reporting pay, any employee must keep the Company apprised of their current address and telephone number.

12.02 Regular full-time and regular part-time employees who are required to be on stand-by or on-call duty shall be paid four (4) hours of pay at their regular hourly rate for each twenty-four (24) hour period they are required to be on stand-by or on-call. In the event the employee is actually required to attend at work for an aggregate of up to four hours during this period they shall be paid the greater of four hours at their regular rate of pay or their regular rate of pay for any hours worked in addition to their stand-by premium. In the case of Pre-Seller Fill-in Sales Reps who are required to be on stand-by or on-call, such employee shall receive one-half (½) of the basic daily rate for each twenty-four (24) hour period on-call.

ARTICLE 13 VACATIONS WITH PAY

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

13.02 **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 the calendar year, which shall be from January 1st to December 31st.

13.03 Vacation entitlement shall be based on full years of continuous service as a regular full-time employee as at December 31st in any year as follows:

<u>SERVICE</u>	<u>VACATION ENTITLEMENT</u>
less than 1 year of continuous service	5/6 of a working day for each month of service rounded to the nearest whole number
1 year of continuous service	2 weeks
4 years' continuous service	3 weeks
9 years' continuous service	4 weeks
20 years' continuous service	5 weeks
30 years' continuous service	6 weeks

13.04 Vacation pay entitlement for all full-time regular employees is as follows:

- (a) Hourly rated employees - forty (40) hours at the regular current hourly rate for each week of vacation entitlement.
- (b) Pre-Seller Fill-in Sales Reps - compensated according to their daily rate.

13.05 Vacations must be taken not more than ten (10) months after the end of the twelve (12) month period for which a vacation was given and cannot be accumulated from year to year without the written consent of the Company.

13.06 No more than two (2) weeks of vacation shall be granted consecutively without the written consent of the Branch Manager.

13.07 Vacation request forms shall be distributed by the Company in the first week of September of each year. Applications for vacation must be submitted to the Branch Manager for approval and processing no later than November 21st or the employee shall be assigned any vacation periods available. The Company shall make known to all employees their approved vacation time by December 15th but in no case shall they be notified less than fifteen (15) days prior to the employee's commencement date. Vacation dates shall be granted by the Company so as to least interfere with the exigencies of the business. Wherever possible, the more senior employee shall be given preference in the awarding of vacation times.

Furthermore, any employees with a minimum of four (4) weeks of vacation entitlement shall have the opportunity to request a vacation pay payout of up to a maximum of two (2) weeks of unscheduled vacation in any calendar year. The payout would be provided within four (4) pay periods of each employee's written request and listed as a separate taxed item on the employee's pay stub.

13.08 Part-time and temporary employees shall be eligible for vacation pay at the rate of 2% (two percent) of the wages that the employee earned in the year of employment in respect of which the employee is entitled to the annual vacation, per week of vacation entitlement as outlined in 13.03.

13.09 Part-time employees' vacation pay shall be paid to all part-time employees during the month of January of each year.

13.10 Upon written request of the employee, the Company agrees to grant time off for vacation purposes, without pay, to part-time employees, based on the full-time employees' schedule of vacation entitlement.

13.11 Non-bargaining unit person's vacation schedule(s) shall not alter the established vacation schedules of bargaining unit employees once said schedules have been determined under Article 13.08 above, except by mutual agreement.

13.12 If a full-time employee becomes confined to in-patient care in the hospital due to serious illness or injury while on vacation the employee may file a claim for paid sick leave and/or Short Term Disability benefits for the portion of the employee's vacation in which they were so confined. Such vacation time will be rescheduled following the employee's return to work.

13.13 The Employer agrees to accommodate two persons off at a time for vacation purposes. The Employer shall not be required to accommodate more than one employee from each of two different departments.

13.14 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 and corresponding number of weeks.

ARTICLE 14 MANAGEMENT'S RIGHTS AND FUNCTIONS

14.01 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, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline 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, recall or retire 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, and require medical examinations at the Company's expense and without loss of pay at any time with forty-eight (48) hours' notice;

- (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.

14.02 The Company and the employee agree to use a mutually acceptable physician when the Company requires a medical examination under paragraph 14.01 (c) above. Should they be unable to agree, the Union may have the employee re-examined at its expense if it feels that it is necessary.

14.03 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.

14.04 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 15 SAFETY AND HEALTH

15.01 The Company, the Union and the employees mutually agree to cooperate in maintaining and improving safe working conditions in the Company's warehouse.

15.02 Safety and Health Committee

The Company agrees to a joint Safety and Health Committee comprised of one (1) employee representative appointed by the Union and one (1)

Company representative. This Committee shall meet at least once every three (3) months to address or review safety issues. Minutes of each meeting shall be taken and sent to the Union via either fax or e-mail. The employee members of the Committee will not suffer any reduction in regular pay as a result of time spent during working hours performing Committee duties. The Committee shall have the power to make recommendations to management on safety issues but shall not have the power to make binding decisions nor deal with any matter of collective bargaining or administration of this Agreement.

15.03 **Health and Safety Committee Leave**

The Company shall grant the Union safety and health representative or designate educational leave for a period of two (2) working days each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered by the Workplace Safety and Health Division or approved by the Workplace Safety and Health Committee unless The Workplace Safety and Health Act and/or Regulations thereunder require payment in excess of two (2) normal working days per committee member, per calendar year.

15.04 **Right to Refuse**

An employee may refuse to perform work and will not be subject to discipline where 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 time period the employee may be assigned to alternative duties that may be available within the workplace. Payment for the above noted time period will not be made if the employee refuses to perform the alternative duties.

ARTICLE 16 STRIKES AND LOCKOUTS

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

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

16.03 In the event that any employee(s) strike or take any action contrary to 16.01 above, then the Union shall instruct said employee(s) to return to work and perform their usual duties.

ARTICLE 17 UNION REPRESENTATIVE'S VISITS

17.01 The staff representative of the Union shall have access to the Company's premises for the purposes of consulting with management, employees and the Steward with regard to matters arising out of the Collective Agreement providing the staff representative has first scheduled a visit at the Company. Such consultation shall be in a place designated by the Company and time taken will be reasonable and by mutual consent.

ARTICLE 18 SHOP STEWARDS

18.01 The Company acknowledges the right of the Union to appoint or otherwise select one (1) Steward as well as an Alternate Steward.

The number of Stewards may be altered by written agreement between the parties.

18.02 It shall be the Steward's (or in the absence of the Steward, the Alternate Steward's) duty to represent eligible employees in presenting grievances under the terms of this collective agreement. The Union shall advise the Company in writing of the names of the Steward and Alternate Steward and the Company shall only be required to recognize those persons for whom it has received such notification.

18.03 The Union acknowledges that the 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 Company 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 the 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.

18.04 The Union agrees that there shall be no soliciting of members or other Union activities on the premises of the Company 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.

ARTICLE 19 LEAVES OF ABSENCE

19.01 **Personal Leave**

While it is the prerogative of the Company to grant a leave of absence, an employee who has completed their probationary period may apply for a leave of absence without pay and without benefits. 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.

19.02 **Convention/Conference/Education Leave**

The Company agrees that where an employee has been designated in writing by the Union to attend a Union convention, conference, and/or education seminar a leave of absence without pay shall be granted. The Union will give the Company two (2) weeks' notice in advance of the name of the delegate so selected. In no instance will there be more than one (1) delegate, unless otherwise mutually agreed in writing, and the leave of absence shall not exceed seven (7) working days in total for any one (1) calendar year.

19.03 **Negotiation Leave**

The Company agrees to allow a maximum of two (2) employees time off without pay for the purpose of attending negotiations for the renewal of this Agreement.

19.04 **Union Leave**

A leave of absence without pay to attend to Union business may be granted to an employee. One (1) months' advance notice shall be given to the Employer indicating that such leave is required and unless otherwise agreed to by the Employer no more than one (1) bargaining unit employee shall be entitled to such leave at any one (1) time. This type of leave shall not exceed one (1) calendar year unless otherwise mutually agreed to between the Employer and the Union.

19.05 **Child Bearing Support Leave**

A regular full-time employee, who did not physically give birth to the child shall be granted a leave of absence of two (2) days with pay at the time of the birth or adoption of the child or when they assume care and custody of the child during the normal work week.

19.06 Maternity and parental leave of absence without pay and without loss of seniority shall be granted and administered in accordance with the provisions of the Employment Standards Code, as amended from time to time. Such provisions include the following.

Maternity Leave

Every employee

- (a) who has completed seven (7) consecutive months of employment for or with the Company;
- (b) who submits to the Company an application in writing for leave under this subsection at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) who provides the Company with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

is entitled to and shall be granted maternity leave consisting of

- (d) a period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
- (e) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

The employee returning to work after a maternity/parental leave shall provide the Company with at least two (2) weeks' notice.

19.07 Maternity leave granted to an employee under subsection 19.05 shall commence not earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in clause 19.05(c) and shall terminate not later than seventeen (17) weeks following the actual date of delivery.

19.08

Parental Leave

Every employee

- (a) who
 - (i) becomes the natural parent of a child,
 - (ii) or assumes actual care and custody of a newborn child, or
 - (iii) adopts a child under the law of a province; and
- (b) who completes seven (7) consecutive months of employment for or with an employer; and
- (c) who submits to the Company an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted, parental leave **according to the Manitoba Employment Standards.**

19.09

Commencement of Leave

Subject to subsection 19.09, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

19.10 Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before commencement of the parental leave, unless the employee and the Company otherwise agree.

19.11 Benefits will not accumulate during a maternity 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 and other benefits are not payable for absence due to pregnancy alone.

19.12

Jury Duty/ Jury Selection

In the event a regular hourly full-time employee who has completed their probationary period is called for jury duty or jury selection process, the Company shall pay the employee the difference between their regular hourly 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 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.

19.13

Witness Fees

When a regular hourly 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 the employee 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.

19.14

Bereavement Leave

- (a) In the event of a death in the employee's immediate family a regular 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. Such leave can be taken non-consecutively, if needed, and shall only be for the purpose of making arrangements for and attending the funeral/memorial service and may extend to time immediately following the funeral/memorial service. The employee shall only receive pay for their regularly scheduled work days and thus shall not receive their bereavement leave while on any other leave under Article 19 of this Agreement, their scheduled day off, 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 family while an employee is on vacation, in which case additional vacation days shall be scheduled 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), parent, stepparent, stepsibling, child, stepchild, grandchild, step-grandchild, brother, sister, or foster parents.
- (c) In the event of the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, or step-grandparent, a full-time regular employee, provided they have completed their probationary period, shall be granted a leave of absence of three (3) days with pay. Additional leave without pay but without loss of seniority may be granted at the discretion of the Company.
- (d) Pre-Seller Fill-in Sales Reps shall be compensated for each day of absence at their daily rate.

19.15 **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. 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 19.13 of the collective agreement.

19.16 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in The Employment Standards Code. These include but are not limited to Domestic Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with The Employment Standards Code and Regulations thereunder.

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards/.

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

ARTICLE 20 SENIORITY

20.01 Seniority is based upon the length of continuous employment within the bargaining unit as defined in Article 1.01 since the last date of hire but adjusted to recognize any periods of leave of absence in which seniority was maintained but did not accrue.

20.02 The Company shall keep up-to-date separate seniority lists for: full-time and part-time employees; on completion of their respective probationary periods. Seniority will operate separately for full-time employees and part-time employees. Seniority lists shall be posted in the workplace every January and June.

 A separate seniority list shall be emailed to the Union also every January and June. This list shall include start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status and employee number, **social insurance numbers, and date of birth**, of all bargaining unit employees including those on leave.

20.03 On successful completion of the probationary period as defined in Article 5, 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 (720) hours** worked prior to the completion of the employee's probationary period after their last date of hire.

 Employees acquiring seniority on the same date shall be added to the appropriate seniority list following a secret ballot draw of the names of the affected employees with the more senior person being the one whose name is drawn first. Said secret ballot draw shall only be made in the presence of all those persons who are affected.

20.04 Seniority for regular part-time employees transferring to a regular full-time position shall be based on their date of hire as a full-time employee for the purposes of layoff or reduction to part-time. Full-time employees have seniority over all part-time employees.

20.05 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) the employee quits for any reason;
- (b) the employee retires;
- (c) the employee is discharged and not reinstated through the grievance procedure;

- (d) the employee is laid off for a period of the lesser of six (6) months or the length of the employee's seniority;
- (e) the employee is absent from work without a written leave of absence authorized by the Company for more than two (2) consecutive working days; they use a leave of absence for a purpose other than that for which it was granted, or fail to return to work at the expiration of a leave of absence;
- (f) the employee fails to reply to a recall to work notice to their last known address or phone number. The onus is on the employee to inform the Company of their current address and telephone number.
- (g) the employee takes gainful employment elsewhere while on leave of absence, unless they obtain written consent from the Company.

20.06

Filling of Vacancies and New Positions

- (a) The term "permanent vacancy" as used in this Agreement shall be defined as any permanent job opening of more than thirty (30) working days' duration or longer with the approval of the Union.
- (b) The Company may fill, at its discretion, a temporary vacancy.
- (c) When a permanent vacancy occurs which comes within the scope of the Agreement and which the company wishes to fill, the available position shall be posted for a period of five (5) working days prior to the Company making a permanent appointment to such position in order that any interested employee may apply in writing. In order to be eligible for the posted vacancy, an employee must apply within the five (5) working day period.
- (d) Seniority shall be the governing factor in matters of promotion or awarding of new full-time positions or permanent vacancies as per 20.06 (a), providing the more senior employee has the ability to perform the normal functions of the job.
- (e) The Company shall post the name(s) of the successful applicant(s).
- (f) Except for a permanent vacancy which the Company wishes to fill occasioned by the placing of the successful applicant in the position so posted, the Company shall only be required to post one (1) further position arising out of the filling of the original vacancy position.

- (g) Subject to a promoted employee being returned to their previous position, any employee who has successfully bid under this section 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.

20.07 **Transfer Outside Bargaining Unit**

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.

20.08 **Layoff and Recall**

- (a) Whenever layoffs are necessary the Company shall first lay off:
 - (i) temporary employees;
 - (ii) probationary employees; and
 - (iii) part-time employees:

before laying off regular full-time employees, provided, there remains enough regular full-time employees with the qualifications, experience, ability and reliability to do the work required. Part-time term employees shall be laid off from their term position prior to regular part-time employees with greater seniority.

- (b) In laying off and recalling regular full-time employees, employees with the greater length of service with the Company shall be entitled to preference, provided the senior employee to be retained or recalled, as the case may be, possesses, in the opinion of the Company, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, experience, ability and reliability, to perform the tasks required.
- (c) In cases of layoffs of regular full-time employees, the Company shall give written notice of layoff or wages in lieu thereof at regular rates, as provided in the Employment Standards Code C.C.S.M.c.E110, 2007. 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.

ARTICLE 21 WAGES

21.01 The minimum wages and remuneration payable to any employee in their respective classification shall be those set forth in Appendix "C" and shall form part of this Agreement. Nothing shall prevent the Company from exceeding such minimums.

ARTICLE 22 COURT'S DECISION

22.01 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, the parties hereto agree to amend 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 23 ADJUSTMENT OF GRIEVANCES

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

23.02 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.

23.03 (a) The word "days" as used in this article shall mean working days, other than Saturdays, Sundays or a general holiday as referred to in Article 11, General Holidays.

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

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

Step 1: The Union, or an employee, who may be accompanied by a Steward, shall submit a signed, dated written statement of such grievance (on a form supplied by the Union) to the Branch Manager within fifteen (15) working 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, the article of the Agreement alleged to have been violated, misapplied or misinterpreted, and the relief or remedy sought. The Branch Manager shall deliver their decision in writing within five (5) days following the day on which the grievance was presented to them. Failing settlement or receipt of an answer from the Branch Manager, then:

Step 2: The employee shall, with the assistance of the Steward or the Union Representative, forward the written grievance to the Senior Human Resources Representative within ten (10) days from the date the Branch Manager issued or was required to issue their answer in writing. The Union may request a meeting with the Senior Human Resources Representative. The Senior Human Resources Representative may arrange a meeting with the Union Representative and the grievor to discuss the grievance, or they may deliver their decision in writing within ten (10) days following the date on which the grievance was presented to them.

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

It is expressly understood that an employee who has a complaint or grievance shall follow the procedures as outlined in this Article, and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned to them by management (unless the employee has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

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

23.07 If final settlement of the grievance is not reached at Step 2 then the grievance may be referred in writing by either party to arbitration as provided in Article 24, at any time within ten (10) days after the final decision is given in Step 2. If no such written request for arbitration is received within the ten (10) day time limit then the grievance will be deemed to have been abandoned.

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

23.09 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 5 of this Agreement.

23.10 Decisions arrived at between the Company, the employee and the Union on the disposition of any specific grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.

23.11 Either party shall have the right to lodge a policy grievance with the Company concerning the meaning, application, or alleged violation of the provision(s) of this Agreement, and in such case the policy grievance shall be initially filed at Step 2 of the Grievance Procedure within twenty (20) days of the event giving rise to the policy grievance.

ARTICLE 24 SELECTION OF ARBITRATOR

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

24.02 A request for arbitration shall be made in writing by either party addressed to the other party to this Agreement and shall be made within the time limit referred to in Article 23.07. 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.

24.03 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance. Furthermore, no person who has a pecuniary interest in a matter before the Arbitration Board, or who is acting, or has within a period of one (1) year prior to the date on which the notice of desire to submit the matter to arbitration is given, acted as solicitor, counsel or agent of any of the parties to the arbitration, is eligible for appointment as a member of the Arbitration Board or shall act as a member of the Arbitration Board.

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

24.05 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, not arising outside the terms of this Agreement.

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

24.07 The time limits fixed in this Article may be extended by mutual agreement in writing between the Company and the Union.

ARTICLE 25 BULLETIN BOARDS

25.01 The Company agrees to provide access to the bulletin board on its premises for the use of the Union. Nothing shall be posted on the bulletin board without prior approval of the Manager or their designated representative. For such purposes the Company agrees to utilize a satisfactory bulletin board provided by the Union to be installed in a location designated by the Company.

ARTICLE 26 PREMIUM PAYS

26.01 **Off Shift Premium**

A premium of one dollar (\$1.00) per hour shall be paid for all hours worked on a shift commencing after 3:00 p.m. in a day unless considered overtime.

26.02 **Lead Hand Premium**

A premium of one (\$1.00) dollar per hour shall be paid for all hours worked by an employee as a lead hand.

ARTICLE 27 GENERAL PROVISIONS

27.01 **Uniforms**

The Company shall continue to provide the appropriate wearing apparel as required. The employee shall be responsible for cleaning and maintaining all wearing apparel.

27.02 **Safety Footwear Allowance**

All full-time employees shall be provided with a safety footwear allowance in the amount of two hundred (\$200.00) dollars to be paid in September of every calendar year to offset the cost of safety footwear.

27.03 **Meal Allowances**

Employees having completed twelve hours of work shall be entitled to a meal allowance of up to a maximum of fifteen (\$15.00) dollars on presentation of a receipt.

27.04 **Accommodations**

Any employee who is required to stay out of town overnight on authorization of the Branch Manager shall be entitled to be reimbursed for their accommodation and two (2) meals on presentation of receipts to a maximum of **forty (\$40.00)** dollars for their two (2) meals and other travel expenses.

ARTICLE 28 HEALTH AND WELFARE

28.01 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).

ARTICLE 29 PAYMENT OF ACCOUNTS

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

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

29.02 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.

29.03 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 29.01(a) and (b) above.

ARTICLE 30 DISCIPLINE

30.01 The Company shall have the right to discharge an employee upon any of the following grounds. Such discharge shall be deemed to be for just cause:

- (a) disclosure of confidential Company information; falsification of any reports or records, including personnel records;
- (b) theft or removal of property from the Company's premises or the Company's customer's property without proper authorization;
- (c) insubordination, fighting on Company premises or while on duty, deliberate tampering, sabotage or 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 judgment 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 as part of their job;
- (f) the Company's bonding insurers refuse to bond an employee or continue to bond them;
- (g) an employee withholds funds and goods entrusted to them by the Company or its customers.

An employee who is discharged upon any of the foregoing grounds shall have the right to grieve for the purpose of determining whether or not the breach occurred. It is further understood that the provisions of this Article do not restrict the Company's right to discharge an employee for other reasons constituting just cause.

30.02 Where any 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 shall be faxed to the Union Office (Brandon). 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 an opportunity 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.

30.03 Unless otherwise agreed between the Union and the Company, a written warning will be removed from the employee's personnel file and destroyed after a period of eighteen (18) months from the date of issuance of such warning and will not be relied on for any purpose, provided that the employee did not receive any warnings or other disciplines within the eighteen (18) month period. This time period of eighteen (18) months shall not include periods of layoff or periods of leaves of absence without pay.

30.04 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 30.01 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.

ARTICLE 31 ACCESS TO PERSONNEL FILE

31.01 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 Branch Manager, or their designated representative, to have visual access to the employee's personnel file located at the branch at least once per calendar year. The time taken for such a review shall not be during the employee's normal working hours unless the Branch Manager otherwise agrees. The Branch Manager shall confirm on receipt of the request from the employee whether the file is complete at time of access and, if not complete, shall make arrangements for the employee to have access to the file when all documents are returned to the file. An employee may request and have made copies of any documents in the file.

ARTICLE 32 PRODUCT DISCOUNTS

32.01 During the term of the Collective Agreement, the Company policy with respect to staff discounts shall be uniformly applied to employees of the Company whether Union or non-Union.

ARTICLE 33 PLANT CLOSURE

33.01 In the event that the Company closes the Brandon Operation on a permanent basis it shall provide the Union and each full-time and part-time employee notice or pay in lieu of notice in accordance with the Employment Standards Code C.C.S.M. c. E110 2007 but in any case not less than sixty (60) calendar days. The Company and the Union shall co-operate in providing assistance to the affected employees.

33.02 Severance Pay

Any employee who is terminated due to the permanent closure of the Company's operation or any portion of the Company's operation, or any employee who is terminated because their job has become redundant, or any employee who is terminated because of the Company's decision to downsize their operation, or any employee who is terminated due to a technological change, shall be entitled to receive severance pay. Full-time employees shall receive severance pay in the amount of eighty (80) hours' pay at their regular hourly rate of pay for each twelve (12) months of employment with the Company, to a maximum of fifty-two (52) weeks. Part-time employees shall receive severance pay in the amount of two (2%) percent of their total gross earnings for each twelve (12) months of employment with the Company, to a maximum of forty (40) weeks, all of which shall be calculated using their total gross earnings in the immediate twelve (12) calendar month period prior to the effective date of termination

ARTICLE 34 EXPIRATION AND RENEWAL

34.01 This Agreement shall be in effect from September 1, **2020** and shall remain in effect until August 31, **2023**.

34.02 A party wishing to revise or terminate this Agreement shall notify the other party in writing not less than sixty (60) 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 , 2020.

FOR THE UNION:

FOR THE COMPANY:

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-1.01 Full-time employees are entitled to the following sick leave with pay in the event of a non-occupational sickness or accident:

Employees Hired Prior To October 26, 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 October 26, 2017

- (c) 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.

provided the employee advised their supervisor or their designate of their absence, reason for the absence and expected duration, a minimum of forty-five (45) minutes before their normal work day starts. In addition, a doctor's certificate may be required at the discretion of management in order to receive sick leave with pay and a statement of cause shall be required in the event of time lost due to non-occupational accident. Such requirement will only be requested not later than the first three (3) hours of an employee's absence or the employee will not be penalized by the loss of sick leave pay for not providing a doctor's certificate.

The Company shall pay the cost of any and all medical certificates.

B-1.02 The daily sick pay shall be calculated as follows:

- (a) hourly rated employees shall receive an amount equal to one (1) day's pay based on the employee's regular scheduled daily hours at the employee's base rate;
- (b) Pre-Seller Fill-in Sales Reps shall receive their daily rate per day.

B-1.03 As sick leave is designed to replace wages that would otherwise have been earned, there shall be no sick leave coverage when an employee is off work due to suspension, layoff, leave of absence, Workers Compensation, scheduled day off, vacation or paid holiday.

B-1.04 Any employee who completes a contract year with two (2) or less sick days lost for sickness, will receive a lump sum of five hundred (\$500) dollars at the end of the contract year.

APPENDIX "C"

RATES OF PAY

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

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

	<u>Current</u>	Effective Sept 1, 2020 (.15)	Effective Sept 1, 2021 (.50)	Effective Sept 1, 2022 (.50)
<u>General Labourer</u>				
Start 85%	\$16.76	\$16.89	\$17.31	\$17.74
12 Months 90%	\$17.75	\$17.88	\$18.33	\$18.78
24 Months 95%	\$18.73	\$18.88	\$19.35	\$19.83
36 Months 100%	\$19.72	\$19.87	\$20.37	\$20.87
<u>Forklift Operator/Shipper Receiver</u>				
Start 85%	\$22.87	\$23.00	\$23.43	\$23.85
12 Months 90%	\$24.22	\$24.35	\$24.80	\$25.25
24 Months 95%	\$25.56	\$25.71	\$26.18	\$26.66
36 Months 100%	\$26.91	\$27.06	\$27.56	\$28.06
<u>Fill-in Forklift Operator/Shipper Receiver</u>				
Start 85%	\$21.80	\$21.93	\$22.36	\$22.78
12 Months 90%	\$23.09	\$23.22	\$23.67	\$24.12
24 Months 95%	\$24.36	\$24.51	\$24.99	\$25.46
36 Months 100%	\$25.65	\$25.80	\$26.30	\$26.80
<u>Food Service Technician II</u>				
Start 85%	\$21.41	\$21.54	\$21.96	\$22.39
12 Months 90%	\$22.67	\$22.81	\$23.26	\$23.71
24 Months 95%	\$23.93	\$24.07	\$24.55	\$25.02
36 Months 100%	\$25.19	\$25.34	\$25.84	\$26.34

Food Service Technician I

Start 85%	\$24.77	\$24.90	\$25.32	\$25.75
12 Months 90%	\$26.99	\$26.36	\$26.81	\$27.26
24 Months 95%	\$27.82	\$27.83	\$28.30	\$28.78
36 Months 100%	\$29.14	\$29.29	\$29.79	\$30.29

Pre Seller Fill-in Sales Rep

Daily Rate

Start 85%	\$179.44	\$179.39	\$179.82	\$180.24
12 Months 90%	\$189.91	\$189.95	\$190.40	\$190.85
24 Months 95%	\$200.41	\$200.50	\$200.97	\$201.45
36 Months 100%	\$210.90	\$211.05	\$211.55	\$212.05

Delivery Merchandiser

Start 85%	\$23.30	\$23.43	\$23.85	\$24.28
12 Months 90%	\$24.67	\$24.80	\$25.25	\$25.70
24 Months 95%	\$26.04	\$26.18	\$26.66	\$27.13
36 Months 100%	\$27.41	\$27.56	\$28.06	\$28.56

Delivery Merchandiser (Temp/Part-time)

Start 85%	\$17.69	\$17.82	\$18.24	\$18.67
12 Months 90%	\$18.73	\$18.86	\$19.31	\$19.76
24 Months 95%	\$19.77	\$19.91	\$20.39	\$20.86
36 Months 100%	\$20.81	\$20.96	\$21.46	\$21.96

Delivery Merchandiser Assistant

Start 85%	\$17.69	\$17.82	\$18.24	\$18.67
12 Months 90%	\$18.73	\$18.86	\$19.31	\$19.76
24 Months 95%	\$19.77	\$19.91	\$20.39	\$20.86
36 Months 100%	\$20.81	\$20.96	\$21.46	\$21.96

Delivery Helper

Start 85%	\$15.26	\$15.39	\$15.81	\$16.24
12 Months 90%	\$16.16	\$16.29	\$16.74	\$17.19
24 Months 95%	\$17.05	\$17.20	\$17.67	\$18.15
36 Months 100%	\$17.95	\$18.10	\$18.60	\$19.10

Chase Merchandiser

Start 85%	\$15.26	\$15.39	\$15.81	\$16.24
12 Months 90%	\$16.16	\$16.29	\$16.74	\$17.19
24 Months 95%	\$17.05	\$17.20	\$17.67	\$18.15
36 Months 100%	\$17.95	\$18.10	\$18.60	\$19.10

Company shall pay 100% of the premium for the 35% 'Core' LTD benefit retro to Contract year.

Signing Bonus PT	\$250
Signing Bonus FT	\$500

An employee will receive credit for a week of service provided they work one (1) day in the week. The only exception to this is absence due to vacation in which case the employee will receive credit for the week.

C-2 Retroactive Pay

All employees shall receive full retroactive pay to September 1, **2020** for all hours worked and/or paid. Retroactive pay shall be paid to all employees within three (3) weeks following the date of Union ratification of this Agreement. Retroactive pay shall be issued to each employee in the bargaining unit on pay cheques that are separate and apart from their normal earnings.

C-3 Probationary Rates

A new hourly employee shall receive not more than ten percent (10%) below their classification start rate until such employee completes their probationary period.

C-4 Equipment Failure

Delivery personnel shall be guaranteed their full daily scheduled hours, if in the course of a workday, the employee is unable to perform their normal deliveries due to mechanical breakdowns. The Company reserves the right to assign delivery personnel who experience breakdown alternate duties.

C-5 Delivery Merchandiser, Delivery Merchandiser Assistant and Delivery Helper: 5th, 6th or 7th Day:

- (i) All Delivery Merchandiser, Delivery Merchandiser Assistant and Delivery Helper after working four (4) ten (10) hour or five (5) eight (8) hour days, and assigned to work in any of the sales classifications, on a fifth, sixth or seventh day in a work week shall receive time and one-half (1½) of the applicable daily rate for the classification.
- (ii) Remuneration paid for a General Holiday shall be considered as a day worked when calculating any remuneration for sales employees.
- (iii) If an employee is absent during any part of their regularly scheduled work week, without valid reason, then such employee shall only be paid under clause (i) above after they have worked four (4) ten hour days or (5) eight (8) hour 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.

C-6 Sales Employees Progression

Unless an employee is hired into a higher classification based upon qualifications, to progress from Delivery Helper to Delivery Merchandiser Assistant, the sales employee must:

- (a) successfully complete the probationary period;
- (b) obtain all necessary licensing;

- (c) be completely knowledgeable and skilled and very clearly demonstrate satisfactory performance in all aspects of the Delivery Merchandiser's job responsibilities, i.e., merchandising, customer service, administration, etc., so that in the absence of a Delivery Merchandiser, the employee can fill in as relief for the Salesperson, such that they are fully capable of assuming the complete responsibilities of the Delivery Merchandiser position without further training.

C-7 Food Service Technician Progression Rates

This article confirms the progression for Service employees from Food Service Technician II to Food Service Technician I.

Progression to Food Service Technician I is based on a successful completion of a journeyman refrigeration certificate.

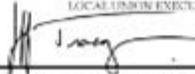
EXHIBIT ONE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union.

The aforementioned Agreement between the United Food & Commercial Workers Union, Local 832, and Pepsi Co Beverages, Canada (Brandon) is described in Article 3 (Union Security) and Article 4 (Deduction of Union Dues) of the Collective Agreement.

Please complete the 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.

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832 Manitoba, Canada		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	LOCAL BRANCH NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS		DATE OF HIRE (D/M/Y)		I hereby authorize the Union to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only. (Cross out if not applicable if you do not agree.)
ALTERNATE NAME	TELEPHONE/ALTERNATE		EMPLOYMENT NO.		
CLASSIFICATION	EMPLOYER		FULL-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> PART-TIME <input type="checkbox"/> OTHER <input type="checkbox"/>		
I hereby apply for membership in the United Food & Commercial Workers International Union and affirm the above statements are true. I agree that all monies paid by me shall be forwarded and used as declared by me to the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and handling of grievances. I further agree to abide by the policies and procedures of the Union, including those relating to employment, discipline, and grievance procedures. I understand that the Union has a commitment from third parties that receive personal information from the Union to safeguard and protect it from unauthorized use. By signing this form, I consent to the use of my personal information by UFCW Local No. 832 for the purposes listed above, and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICANT'S SIGNATURE			DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE
X					

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-3655 or 1-888-832-6832.

LETTER OF UNDERSTANDING #1

BETWEEN:

**PEPSI CO BEVERAGES
CANADA (BRANDON)**, a body
corporate carrying on business in
the City of Brandon, 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".

1. BANKING OF OVERTIME

During the life of the Agreement, the Company agrees that an employee may bank overtime to a maximum of forty (40) hours per year. The employee shall accumulate one and one half (1½) hours of paid time off for each hour of overtime worked. Where an employee has opted to take paid time in lieu of overtime payment, such time off shall be taken at a time mutually agreeable to the Company and the employee. The purpose of this Agreement is intended to provide income during layoff periods and is not intended to extend vacation periods. Employees who have banked overtime and do not experience layoffs must take their days at a time other than any approved vacation time. Any additional overtime worked beyond forty (40) hours must be taken as pay. It is understood that should the banking of overtime cause significant disruption to the business, the Company will meet with the Union to discuss alternatives that meet the needs of the business.

2. The parties agree that if Len Kenler relieves in any lower paying classification than the classification he holds he will continue to receive his regular rate of pay for all hours worked in the lower classification.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:

LETTER OF UNDERSTANDING #2

BETWEEN:

**PEPSI CO BEVERAGES
CANADA (BRANDON)**, a body
corporate carrying on business in
the City of Brandon, 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.

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

SIGNED THIS DAY OF , 2020.

FOR THE UNION:

FOR THE COMPANY:
