

**COCA-COLA REFRESHMENTS  
CANADA COMPANY  
(Brandon)**

FROM: February 1, 2018  
TO: January 31, 2022

# 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 fluid and cursive, with a long horizontal stroke extending to the right.

Jeff Traeger,  
President UFCW Local 832



**COCA-COLA REFRESHMENTS  
CANADA COMPANY  
BRANDON**

**INDEX**

	<u>ARTICLE</u>	<u>PAGE</u>
Additional Remuneration Note: Sales Employees	Appendix A-2	48
Arbitration	10	13
Bank Time Policy	Appendix B	50
Base Plus Commission Pay	Ltr #4	57
Bereavement	17	29
Call-out	12.08	22
Cooler Service Depart Standby Provisions	Ltr #2	53
Definitions and Categories of Employment	2	1
Discipline	26	42
Duration of Agreement	30	45
Education and Training Trust Fund	29	45
Eligibility for Bereavement	17.01	29
Filing of Vacancies	11.05	17
General Provisions	15.07	27
Grievance Procedure	9	11
Hour of Work and Overtime	12	20
Job Posting	11.04	16
Jury Duty	18.01	30
Labour/Management Meetings	25	42
Layoffs/Recalls	11.07	18
Lead Hand Premium	13.03	24
Leaves of Absence	18	30
Long Term Disability Plan	22.03	35
Management Rights	4	6
Masculine or Feminine Gender, Definition of	2.03	4
Method of Payment for Bereavement	17.02	30
Night Shift Premium	13.02	23
No Discrimination	5	7
Operational Change	24	41
Paid Holiday	14	24
Parental Support Leave	18.04	32
Part-time Employee, Definition of	2.02(b)	2
Pension and Group Benefits Plans	22	34
Pension Plan	22.06	36
Personal Leaves of Absence	20	33
Plural and Singular, Definition of	2.04	5

Premiums	13	23
Probationary Period	7	8
Purpose	1	1
Regular Employee, Definition of	2.02(a)	1
Safety	21	33
Seniority Lost	11.03	15
Seniority	11	14
Severance	28	44
Sick Leave Program	18.02	30
Strikes and Lockouts	6	7
Temporary Assignments	19.02	32
Temporary Employee, Definition of	2.02(c)	2
Termination of Employment	15.05	27
Tool Allowance	27	43
Transfer Policy Between Seniority Groups	Ltr # 1	51
Twelve Hour Shifts	Ltr #3	55
Union Activities	8	8
Union Leave	8.07	10
Union Recognition and Presentation	3	5
Vacation Periods	15.06	27
Vacation Scheduling	15.04	26
Vacations	15	26
Wage Rates	Appendix A	47
Wages	19	32
Weekly Income Benefits	22.02	35
Welfare Plan	22.01	34
Work Clothing	16	28
Work of Bargaining Unit	23	41

**EXPIRY DATE: JAN. 31, 2022**

**AGREEMENT BETWEEN:**

**COCA-COLA REFRESHMENTS  
CANADA COMPANY** (Brandon),  
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 maintain and improve harmonious relations and settled conditions of employment between the Company and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to wages, working conditions and employment, to provide an amicable method of settling differences, to promote the morale, well being, and security of all employees in the bargaining unit and to promote the efficient operation of the Company.

**ARTICLE 2 DEFINITIONS AND CATEGORIES OF EMPLOYMENT**

2.01 The word "employees" wherever used in this Agreement shall mean those employees of the Company at its plant in Brandon who are recognized as being covered by this Agreement.

2.02 Categories of employment shall be as follows:

- (a) **"Regular employee"** - an employee who has completed the probationary period as defined in Article 7.01.

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

After a part-time employee has worked one thousand six hundred (1,600 hour) in a calendar year a full-time position shall be deemed to have been created. This period is exclusive of time that the part-time employee may have been relieving for any absence of a regular employee, vacation, approved leave of absence, short-term or long term disability, workers compensation, modified work assignment, special assignment or project, or term positions. After a new full-time position has been deemed to have been created the position shall be posted in accordance with Article 11.04.

Part-time employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full time employees.

On completion of their probationary period their seniority date shall be back-dated to their original date of hire. Where such job is other than the job previously performed by the employee then the provisions of 11.06 (a) shall apply and they will be required to complete the trial period as set out in Article 11.06 (a).

Part-time employees are not entitled to the following benefits:

Group Insurance

Sick Leave Program

Part-time employees are entitled to participate in Company Pension Plan in accordance with Pension Legislation

- (c) **“Temporary employee”**

- (i) A “temporary employee” shall mean an employee who is engaged by the Company to perform work of a temporary nature. A temporary employee shall be employed for a period not to exceed twelve (12) months. A temporary employee shall have no rights under the seniority provisions of this Agreement and shall not be utilized by the Company:

1. To deprive a regular employee on layoff of the opportunity of employment in a position for which that regular employee has the ability and qualifications necessary for the work available; or
2. To replace an employee except in instances of vacation, illness, injury or other absences from work.
3. Every three (3) months, the Company will supply the Union with a temporary employee list showing the names and hire dates of all temporary employees, if so requested by the Union.
4. When the job posting procedure has been completed for a regular full-time job vacancy and a successful candidate has not been selected, temporary employees shall be allowed to indicate interest to the Company for such job vacancy. If the Company selects a temporary employee rather than a new hire for the job vacancy, their employment as such shall be subject to the probationary period set out in Clause 7.01 hereof.
5. Notwithstanding the above, the Company may also hire any individual as a "temporary employee" for any period:
  - that a regular employee is on vacation;
  - that a regular employee is absent due to illness or injury, on approved leave of absence, short term or long term disability, Workers Compensation, modified work assignment, special assignment or project and whose assignment will be of a limited duration and in any event no longer than one (1) year. If the period is to be greater than six (6) months in length it shall be posted for full-time or part-time employees to bid on prior to filling it with a temporary employee. The length of a temporary position outlined in this clause may be extended beyond one (1) year with concurrence of the Union. Such concurrence will not be unreasonably withheld.

6. A temporary employee shall have no rights under the seniority provisions of the Agreement. However, if a temporary employee remains in the Company's employ beyond the periods described above, or if they are offered regular employment prior to such time, their seniority shall be determined on the basis of service rendered as a regular employee and shall be computed in accordance with clause 7.01 hereof. 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, the stipulated term or upon return of the absent permanent employee, whichever is the lesser. If the employee filling the position is an existing employee of the Company they shall be returned to their former position at the appropriate rate of pay. An employee hired as a temporary employee shall be advised at the time of their hiring of their temporary status and the estimated duration of their employment. A copy shall also be sent to the Union's Office. It is understood that the hiring of a temporary employee under the conditions set forth in this Article does not create a new position or vacancy if such employment is for less than the temporary employment periods described above. The Company or the temporary employee may terminate without notice.

(ii) Temporary employees shall not have access to the grievance and/or arbitration procedure in the event of dismissal or layoff.

(iii) Temporary employees are NOT entitled to the following benefits:

Group Insurance  
Company Pension Plan  
Sick Leave Program

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



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

### **ARTICLE 3                    UNION RECOGNITION AND PRESENTATION**

3.01                    The Company recognizes the Union as the sole and exclusive bargaining agent for all employees employed by Coca Cola Refreshments Canada Company at their plant, in the City of Brandon, in the Province of Manitoba, excluding Office and Clerical Staff, the Distribution Centre Manager, the Plant Controller, Service Supervisor, Sales Representatives, Sales Execution Specialists, Sales Supervisor, Warehouse Supervisor, Supervisors and those persons above the rank of Supervisor and those excluded by the Act.

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

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

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

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

- (c) The application for Union membership and authorization for the deduction of initiation fees and dues shall be on forms supplied by the Union.

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

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

#### **ARTICLE 4 MANAGEMENT RIGHTS**

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

- (a) maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees'; discipline, suspend or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that they have been unjustly disciplined, suspended or discharged may be the subject matter of a grievance and dealt with as hereinafter provided;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay off or recall employees and select employees for positions excluded from the bargaining unit;
- (c) establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications;
- (d) operate and manage the business in all respects in accordance with the Company's commitments, obligations and responsibilities including the right to determine the nature and kind of business conducted by the Company, determine the number and location of the Company's establishments, the extension, limitation, curtailment or cessation of operations or any part thereof, direction

of the work force, schedules of operations, number of shifts, products and services to be rendered, methods, tools, processes and means of warehousing and distribution methods, techniques and work procedures, quality and quantity standards, kinds and locations of equipment, machinery and vehicles to be used at any time, selection and use of materials required by the Company; determine job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; decide the number and type of employee needed by the Company at any time, number of hours to be worked; starting and quitting times, when overtime shall be worked; determine financial policies, including general accounting procedures and customer relations.

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

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

4.04 If, during the currency of this Agreement, the Company establishes a new job rate classification within the bargaining unit which is not presently set forth in Appendix "A" then the Company will notify the Union in writing of the establishment of the new classification and will meet with the Union to discuss the wage rate assigned to it.

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

## **ARTICLE 5 NO DISCRIMINATION**

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

## **ARTICLE 6 STRIKES AND LOCKOUTS**

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and the employees it represents agree that, during the life of this Agreement, there will be no strike,

interruption, slow down or stoppage of work either complete or partial, picketing, or any other interference which will halt, disrupt, limit or interfere with normal service or work.

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

## **ARTICLE 7 PROBATIONARY PERIOD**

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

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

- (a) they may terminate their employment or be dismissed from their employment without notice;
- (b) they shall not have access to the grievance and/or arbitration procedure in the event of their dismissal, layoff or failure to recall their after layoff;
- (c) they will have no seniority rights except as those described in 2.02;
- (d) the employee shall not be eligible for paid sick leave or group insurance benefits;
- (e) they shall not be permitted to participate in the Company Pension Plan except as those described in 2.02;

## **ARTICLE 8 UNION ACTIVITIES**

- 8.01
- (a) The Company acknowledges the right of the Union to appoint or otherwise elect (1) Steward who shall be an employee of the Company and who shall represent the two (2) seniority groups.
  - (b) 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 until it has received such notification from the Union.

- 8.02
- (a) The Union acknowledges that a steward has regular duties to perform on behalf of the Company. In a grievance situation which requires a steward's attention during working hours, they shall not leave their regular duties without first obtaining permission to do so from their immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. Stewards shall return to their regular duties as expeditiously as possible. The Company reserves the right to limit such time if the time requested is unreasonable.
  - (b) Should a Union Steward be scheduled to be on duty during the time in which a regularly scheduled meeting of the general membership of the Union is to be held, such Steward shall (provided their request is made at least **two (2) weeks** in advance) be allowed such time off work as may be reasonably required in the circumstances to permit them to attend such meeting.
  - (c) All such time off under the provisions of Article 8.02, during a Steward's regular working hours, shall be without loss of pay.

- 8.03
- (a) The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Company, or during working hours except during lunch periods, rest periods, and before the start and end of an employee's shift. In no case shall the ongoing operation of the Company be disrupted. It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Company at any time without the prior written approval of the Company. Violation by any employee of any of the foregoing provisions shall be cause for discipline of such employee by the Company.
  - (b) Subject to the foregoing, the Company agrees that no employee shall be disciplined or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours, or for reporting to the Union the violation of any provision of this Agreement.

8.04 The Company agrees to provide access to the bulletin board 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, the names of Union Officers or stewards, social and recreation 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 an authorized Representative of the Company or their delegated representative prior to posting.

**8.05** The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the unit, and assumes a joint responsibility with the Company to cooperate and support the Company's efforts to assure a full day's work on the part of its members; actively combat absenteeism and any other practices which restrict optimum efficiency; improve the quality of workmanship and service; prevent accidents and strengthen goodwill between the Company, and the employees, the customer and the public.

**8.06** At the request of the Union, the Company will grant time off, without loss of regular pay during the employee's regular working hours, to one (1) employee to allow him/her to be a member of the Union Negotiating Committee to attend arranged meetings with Company representatives or with a Conciliation Officer for the purpose of negotiating a renewal of this Collective Agreement. The allowing of any such time off shall, however, be subject to the employee having obtained permission to leave work from his/her Supervisor.

**8.07** **Union Leave**

The Company agrees that where an employee has been designated in writing by the Union to attend Union conventions, conferences, Collective Agreement negotiations with the Company, Union educational or similar functions a leave of absence without pay shall be granted. The Union will give the Company **thirty (30) days** notice in advance of the names of the delegates so selected. In no instance will there be more than two (2) delegates, unless mutually agreed to in writing, and the leaves of absence granted under this provision shall not exceed twenty (20) working days in total in any one contract year. In the event two (2) delegates are selected, to be absent at one time, they shall be from different seniority groups.

In the case of Collective Agreement negotiations with the Company, the above employees shall be in addition to the employee referred to in **8.06** above.

The Company shall continue to pay the wages and benefits for those employees that have been designated for Union Leave. The Union shall promptly reimburse the Company for payments made. In the event of failure of the Union to so reimburse the Company, all such payments to employees shall immediately cease.

**8.08** (a) The Union Representative shall have access to the Company's premises for the purposes of consulting with the Company or with a

Steward with regard to Union matters or to interview an employee providing the Union Representative has first obtained the permission of the Company, such permission will not to be unreasonably withheld.

- (b) Consultations with a Steward or interviews with an employee shall be held in a place in the plant designated by the Company, normally the lunch room, and time taken shall be reasonable and by mutual agreement. The interviews or consultations will be scheduled during the lunch period or rest period, or immediately prior to, or immediately following the employee's scheduled shift. In no case will interviews or consultations be permitted to unduly interfere with or disrupt operations of the Company.

## **ARTICLE 9      GRIEVANCE PROCEDURE**

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

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

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

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

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

**STEP 1**                The Union Representative shall submit a signed grievance (on a form supplied by the Union and signed by the aggrieved employee) to the **Department Manager or designate** within ten (10) days of the event giving rise to the grievance. If not so presented, the grievance shall be forfeited and waived by the aggrieved party. The grievance shall set forth the nature of the grievance and the relief or remedy sought. The **Department Manager or designate**

shall deliver their decision in writing within ten (10) days following the day on which the grievance was presented to them. Failing settlement or receipt of an answer from the **Department Manager or designate** then:

**STEP 2**

The Union Representative shall refer the matter in writing to the **Distribution Centre Manager or designate** within ten (10) days from the date the **Department Manager or designate** issued or was required to issue their answer in writing. Either party may request a meeting with the other party. The **Distribution Centre Manager or designate** shall deliver their decision in writing within ten (10) days following the grievance meeting, or if no meeting is requested by either party, within ten (10) days following the date on which the grievance was presented to them.

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

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

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

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

**9.07** If final settlement of the grievance is not reached at Step 2 then the grievance may be referred in writing by either party to arbitration as provided in Article 11, at any time within twenty (20) days after the final decision is given in Step 2. If no such written request for arbitration is received within the twenty (20) day time limit then the grievance shall be deemed to have been abandoned.

**9.08** 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 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 union shall be entitled to submit the grievance to the next stage including arbitration.



9.09 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 7 of this Agreement.

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

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

## **ARTICLE 10      ARBITRATION**

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

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

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

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

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

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

## **ARTICLE 11 SENIORITY**

11.01 (a) Seniority of an employee shall mean the length of unbroken service with the Company.

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

The expression "outside employee" wherever used in this Agreement shall mean all Delivery personnel including Delivery Drivers, Full Serve Vending Route Drivers and Helpers.

The expression "Cooler Service Department" employees wherever used in this Agreement shall mean all employees who are engaged in Cooler Service, Service Field Work, (including installations) and those employees who are engaged in the movement, delivery and placement of cooler equipment. Such employees shall continue to form part of the inside seniority list as provided at Article 11.01 (b).

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

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

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

Part-time and temporary employees who are offered regular employment shall be placed on the appropriate seniority list upon completion of their probationary period in accordance with clause 7.01.

- (b) Up-to-date seniority lists shall be posted by the Company **in January and June of every calendar year**. An employee shall be permitted a period of five (5) 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 to the Company shall be confined to errors or changes occurring subsequent to the posting of a previous seniority list. Where an employee is absent due to holiday, illness or approved leave, the time limit for that employee shall run from the date of return to work. In the event an employee does not file a protest within the time limits stipulated, then the seniority list shall be considered as accepted and final as regards the employee. Any timely protest filed by an employee which is not settled can be taken up as a grievance under Article 9 of this Agreement.

**The Company shall also email the Union a separate seniority list in Excel format in January and June of every calendar year:**

**Such list shall include the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status of all bargaining unit employees including those on leave.**

11.03 An employee's seniority shall be forfeited and their employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- (a) If they quit; or
- (b) If they are discharged for just cause; or
- (c) If they are absent for two consecutive scheduled working days, without an authorized leave of absence or without notifying the Company, the employee shall be deemed to have quit voluntarily unless the employee provides a reason satisfactory to the Company; or
- (d) After obtaining an authorized leave of absence, they fail to report to work at the expiration of their leave of absence, unless the employee can satisfy the Company that they had a reasonable excuse for failing to report; or

- (e) If, while on an authorized leave of absence, the employee takes employment elsewhere; or
- (f) After having been on continuous lay off for a period of twelve (12) months or more; or
- (g) If they fail to return to work within five (5) working days of being notified by registered mail, telegram or direct telephone call to the employee themselves, when recalled following a lay off. It shall be the employee's responsibility to keep the Company advised of their current address in order to qualify for recall; or
- (h) If they retire; or
- (i) If they are promoted out of the bargaining unit and remain in the new position for a period of three (3) calendar months. Should the employee return or be returned to the bargaining unit within the three (3) calendar month period, they shall retain the seniority they had acquired at the time of the promotion or transfer.

#### 11.04

#### **Job Posting**

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

- (c) Any temporary position which continues beyond the temporary employment periods described in clause 2.02(c) of this Agreement shall be considered permanent at that time and shall then be posted under this Article unless the parties agree in writing to extend such temporary employment period.
- (d) The Union shall receive copies of all positions required to be posted and shall be advised of the name of the successful Applicant.
- (e) If an employee was absent on vacation or another approved leave of absence (not to exceed four (4) weeks) at the time of posting of a job for which they are qualified, they may apply for consideration for that job within **three (3)** days of their return to work, and if accepted by the Company, they shall then displace any employee previously selected to fill such vacancy.
- (f) A response will be made to all internal job postings in thirty (30) working days after the posting has expired unless extenuating circumstances exist. The Company will advise the Union in such instances.

**11.05                    Filling of Vacancies**

It shall be the policy of the Company that in filling permanent vacancies or new positions current regular employees in the appropriate seniority group who submit applications will be given first consideration. Where, in the judgment of the Company, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications and ability of any of the competing applicants are equal, the applicant with the greatest seniority with the Company shall be entitled to preference. It is understood that an employee who has temporarily filled a posted vacancy or new position as per Article 11.04 shall not be deemed to have greater experience than other applicants solely by virtue of their having temporarily filled the posted position.

- 11.06                    (a)** An employee who is promoted shall be allowed a thirty (30) working days trial period during which time the Company shall determine the employee's suitability for the position. Within this period the employee may be returned by the Company to the position formerly occupied without loss of seniority. Should a promoted employee be returned to their former position, then the employee who had filled said position shall also be returned to their former position without loss of seniority. Any employee so returned to a former position shall not be precluded from applying for other vacancies that may arise.

- (b) Should a promoted employee wish to return to their former position within the thirty (30) working day period referred to in (a) then they shall be allowed to do so without loss of seniority but in such a case the employee shall not be entitled to apply for other posted positions for a period of **twelve (12)** months, unless the Company otherwise agrees.

11.07

**Layoffs/Recalls**

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

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

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

- (b) When recalling regular employees, the last laid off employee shall be the first recalled, providing the employee can satisfactorily fulfil the normal requirements of the job.
- (c) If a regular employee is recalled for a period not exceeding five (5) working days duration, they may be laid off again without notice at the end of such recall. In cases of layoffs of regular employees for a period of more than five (5) working days, the Company shall endeavour to provide as much advance notice of layoff as possible, but in any case not less notice than required under *The Employment Standards* or wages in lieu thereof at regular rates, provided however, that no notice of layoff need be given where the operation is shut down due to an act of God, labour activities preventing the Company from processing or delivering its products or any other collective labour action over which the Company has no control. Further, where, as a result of lack of material, machinery breakdowns or other reasons beyond the Company's

control, temporary layoffs become necessary and the layoffs do not exceed one (1) week in duration, the affected employees may be laid off without notice, provided however, the Company will recognize their seniority by placing such employees in jobs occupied by junior employees for which they have the qualifications and ability to perform. In such circumstances the provisions of Article 19.02 will apply. A copy of the layoff notice referred to above shall be sent to the Union Office the same day it is issued to the employee scheduled for layoff.

- (d) An employee recalled to work in a different department or job classification from which they were laid off shall be returned to the position they held prior to the layoff when work in their former position is available.
- (e) A regular employee having seniority standing in a seniority group who is laid off for more than one (1) working day shall have the option of:
  - (i) displacing a temporary, part-time or probationary employee in the other seniority group referred to in clause 11.01 (b) hereof, or
  - (ii) if there are no temporary, part-time or probationary employees to be displaced, of displacing the most junior employee in the other seniority group referred to in clause 11.01 (b) hereof,

provided that such employee has submitted a written request for such temporary transfer to another seniority group and is capable of satisfactorily performing the work so made available to them. It is understood that junior employees shall be laid off in sufficient numbers to permit the exercising of this option and the resulting temporary transfer of more senior employees shall become effective on the next day of work scheduled for the employee to be displaced. Only the senior employee directly affected by the layoff may exercise this option. The transferred employee will receive the rate of pay of the job to which they are assigned.

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

- (f) A regular employee in a seniority group who has been given the appropriate number of days of advance notice of a layoff in accordance with Article 11.07 (c) above shall forfeit the opportunity of displacing a junior employee under (e) (i) or (e) (ii) by one (1) day for each day which that employees takes to elect their option.

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

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

**ARTICLE 12        HOURS OF WORK AND OVERTIME**

- 12.01
- (a) The provision of this Article are intended to define the normal hours of work for the purpose of calculating authorized overtime and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
  - (b) For the purposes of this Agreement, the normal work periods of all hourly rated employees (other than those employees whose scheduled 40 hour work week includes a Saturday and/or a Sunday) shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days, Monday to Saturday inclusive. At least two (2) days off shall be consecutive.
  - (c) Every regular hourly rated employee who is scheduled to work on a Saturday and/or Sunday shall be paid the applicable hourly premium, in addition to their regular straight time hourly rate, as shown below:

Saturday	\$1.10
Sunday	\$1.20

for work performed by them and required by the Company, unless they are otherwise entitled to overtime rates under the provisions of Article 12.03.



**12.02** The normal daily full-time hours referred to in 12.01 above are inclusive of two (2) paid rest periods, but exclusive of an unpaid lunch period of one-half (½) hour. Paid rest periods shall be of fifteen (15) minutes duration. The precise scheduling of rest periods shall be determined by the Company based upon the demands of efficiency and/or business needs.

**12.03** Subject to Article 12.10, an hourly employee required by the Company to work in excess of the normal hours of work in a day, or in excess of forty (40) hours in any week or on a paid holiday as defined in Article 14, shall be paid at the rate of time and one-half (1½) his/her regular straight time hourly rate. Time worked shall be calculated in units of 15 minutes and periods worked of less than 15 minutes per day will be disregarded. Subject to Article 12.10, double time (2x) the employee's regular straight time hourly rate will only be paid when the employee works on a Sunday which is a regularly scheduled day of rest.

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

**12.05** Where it is anticipated that any hourly employee will perform additional work required by the Company for a period of two (2) hours or more, immediately following their normal work period of eight (8) or ten (10) hours in any day, as the case may be, the employee shall be granted a rest period of fifteen (15) minutes, with pay, before commencing such additional work, provided that the Company may schedule such breaks on a staggered basis for the employees affected to allow for continuity in operations. If circumstances arise where, by virtue of staggering, an employee does not receive a paid break due to completion of the work, then the employee will receive pay for the break not taken.

**12.06** There shall be no pyramiding of overtime or premiums and therefore overtime will not be paid under more than one provision of this Agreement.

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

12.08

**Call-out**

An employee called back to work for less than a full shift 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 and in the case of Delivery drivers who are scheduled to work at least ten (10) hours, at least five (5) hours of pay at the applicable hourly rate for that day.

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.

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

12.10 If an employee is absent during any part of their regularly scheduled work week, without valid reason, then they shall only be paid weekly overtime after working in excess of 40 hours in that week. For the purposes of this provision, "valid reason" shall be absence on account of (i) bona fide illness; (ii) any authorized paid or unpaid leave of absence under this Agreement, or (iii) authorized absences under the banked time policy of the Company. This is not meant to disqualify an employee from being paid overtime earned through the extension of hours over the normal hours in a day.

12.11 a) The Company has the sole responsibility for decisions about routes and schedules. Notwithstanding this, effective January 1, 2010 and every six (6) months following that date, full-time Distribution Department employees may select, by seniority, from amongst the routes established by the Company. After having chosen a route an employee may not change their regular route until the next selection date. If a problem with a customer or excessive call returns becomes an issue, it will be identified by management and be raised with the employee to address. If such problems are not rectified the Company shall retain the ability to remove someone from a route and exchange them with another employee. The removed employee may not select that route again in the next round of selections.

- b) Inside and part-time employees shall be scheduled according to seniority for weekly available hours.

12.12 (a) The Company will endeavour, insofar as the requirements and efficiency of operations will permit, to assign overtime work on the following basis:

- (i) Such opportunity will first be made available on a seniority basis to those regular employees who normally perform the work within the classification where overtime is required, and
- (ii) in the event that the Company's needs cannot be entirely satisfied in that manner, the overtime opportunity will then be made available on a seniority basis to other employees in the same seniority group who are capable of satisfactorily performing the work required.

It is further agreed that overtime will not be assigned to temporary or probationary employees while regular employees in the same seniority group are willing to perform such overtime and are capable of satisfactorily performing the work required.

- (b) Overtime for employees classified as Cooler Shop Service Technicians shall be divided as equitably as possible.
- (c) The Company reserves the right to assign overtime as it deems necessary where an insufficient number of regular employees are available to work the required overtime. The regular employee(s) with the least seniority who are qualified and able to satisfactorily perform the work required will be assigned such work.

### **ARTICLE 13      PREMIUMS**

13.01                    These premiums shall not be paid for any overtime worked in respect of which overtime premium is payable and for the purposes of this Agreement such premiums are not to be considered as forming part of an employee's regular wage rate.

#### **13.02                    Night Shift Premium**

All hourly paid employees (other than part-time and temporary employees) shall be paid a night shift premium of one (\$1.00) dollar per hour for work performed after five o'clock (5:00) p.m. in any day and before six o'clock (6:00) a.m. of the following day.

13.03                    **Lead Hand Premium**

A premium of one dollar (\$1.00) per hour shall be paid for all hours worked by employees appointed as a Lead Hand by the Company.

**ARTICLE 14            PAID HOLIDAY**

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

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

In addition to the above, two (2) Floater Holidays shall be provided. Such days shall be arranged between the employee and the supervisor. The request for the holiday shall be provided in writing at least ten (10) days in advance of the requested date and shall not be used to bump employees from their approved vacation days.

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

Work performed on the day before Christmas shall not extend beyond 6:00 p.m.

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

14.02            (a)    Should any of the holidays mentioned above fall on a Saturday or on a Sunday, the regular working day which is closest thereto will normally be designated as the holiday. If, however, any questions should arise as to the day in the week to be designated as any one of the holidays mentioned above, the Company shall decide the question for the purposes of this Agreement.

- (b) Whenever the above named holidays result in a situation of five (5) consecutive days of closure, an alternate day of observance may be scheduled due to operational requirements. Should an alternate day of observance be required, the holiday shall be observed within twenty (20) days of the date on which the holiday should have been observed and on a Monday or Friday.

In the event that an alternate day of observance is scheduled, it is agreed that for the purposes of administering Article 14.03, the date that the holiday should have been observed will be used.

**14.03** An employee shall not be eligible to receive holiday pay for a recognized holiday if they have not worked their entire regular scheduled working day or the entire shift immediately preceding and immediately following the holiday, unless absent on these days on account of bona fide illness or is absent with the Company's consent.

**14.04** Employees other than regular employees shall receive statutory holidays as set out *Employment Standards Code* provided they qualify under the Code.

**14.05** Pay for a holiday shall be calculated as one (1) day's pay based on the employee's regularly scheduled daily hours at the employee's basic hourly rate.

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

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

**14.08** Where a regular employee qualifies for holiday pay pursuant to Article 14.03 and the observed holiday falls on their scheduled day off, they shall receive another mutually agreed day off in lieu of the holiday, with pay.

## **ARTICLE 15      VACATIONS**

15.01            Every regular employee will be eligible for vacation entitlement with pay each vacation year based on their continuous service with the Company as of January 1<sup>st</sup> of the current vacation year as follows:

- (a)    two (2) weeks (ten (10) working days) after one (1) but less than five (5) years of continuous service
- (b)    three (3) weeks (fifteen (15) working days) after five (5) years of continuous service
- (c)    four (4) weeks (twenty (20) working days) after ten (10) years of continuous service
- (d)    five (5) weeks (twenty-five (25) working days) after twenty (20) years continuous service
- (e)    six (6) weeks (thirty (30) working days) after thirty (30) years of continuous service.

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

15.03            Weekly vacation pay entitlement for all regular employees is forty (40) hours at the regular current hourly rate for each week of vacation entitlement.

### 15.04            **Vacation Scheduling**

Vacations shall be scheduled by the Company in such a way as to not hamper the normal operating efficiency of the department.

Availability of vacation replacements will be taken into consideration when scheduling vacations. Wherever possible, the Company shall follow the principle of seniority in giving first choice of vacation periods to senior employees.

The Company agrees to post the vacation schedule by January 1 of each year for prime time vacation requests. This schedule comes down by January 15. The rest of the vacation year may be requested on a further posted vacation schedule by February 15.

Employees who have not indicated a vacation or floater holiday preference by February 15 shall schedule their vacation and floater holidays on a first come first served basis. No ones vacation shall be denied as a result of requests for floater holidays.

Nothing herein prevents the scheduling of vacation sooner than the February 15 date if all employees are prepared to make their request earlier.

**15.05                    Termination of Employment**

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

**15.06                    Vacation Periods**

- (a) The Summer Period runs from June 1<sup>st</sup> to September Labour Day - Employees entitled to 3, 4, 5 or 6 weeks will be allowed a maximum of two (2) weeks, which may be consecutive during this peak business period. If there are unused vacation weeks during this period, an employee may request that the Company allow them to schedule a vacation during these unused periods. Such permission shall not be unreasonably withheld.
- (b) Vacations may be scheduled from November 30<sup>th</sup> to December 31<sup>st</sup> at the sole discretion of the Company.

**15.07                    General Provisions**

The Company may allow an employee to take their vacation entitlement prior to January 1<sup>st</sup> of the following year.

Part-time employees will be entitled to vacation on the same basis as regular employees but vacation pay shall be determined by *The Manitoba Employment Standards Code* (i.e. percentage of earnings).

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

**15.09**                    In recognition of and appreciation for long association with the Company, each employee who during the life of this Agreement completes their 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup> or 45<sup>th</sup> year of continuous employment with the Company shall, on completion of each such fifth year of employment, qualify for a special Long Service Leave. Each Long Service Leave will be of two (2) weeks duration and the employee will be paid for each week of such absence in accordance with 15.03.

The foregoing provision shall apply to all regular full-time employees of the Company who were employed by the Company as at August 1, 2001. For these employees to receive an entitlement pursuant to this provision after August 1, 2001, they must, by August 1, 2001 have already received a benefit under this provision at any of these long service plateaus.

**ARTICLE 16      WORK CLOTHING**

16.01      (a)      The Company will supply work clothing as may be reasonably required by an employee as set out below:

<b>Classification</b>	<b>Work Clothing</b>
Delivery Driver FSV Driver Service Technician	Shirts, Pants, Windbreaker*, and Wind Vest*

\* or winter parka in lieu of a windbreaker and a vest.

Shipper/Receiver, Forklift Operator, Warehouse Person, and General Help	Pants and Shirts
----------------------------------------------------------------------------------	---------------------

- (i)      The number and types of work clothes will be issued appropriate to the nature of the work.
- (ii)     Cleaning, laundering and maintenance of all work clothing will be the responsibility of the individual to whom it is issued.
- (iii)    A probationary employee shall receive a temporary uniform, appropriate to the position that they hold. Upon completion of the probationary period the Employee shall have full rights to the work clothing benefit contained in this agreement. In the event the employee does not successfully complete their probationary period, they will be obligated to return all such items.
- (iv)     The Company will provide a parka for the use of an inside employee who regularly works outdoors. The parka will be kept on the premises and it will be the responsibility of the individuals to clean the parka and keep it secure.



- (b) Uniforms for temporary or part-time help shall be provided by the Company upon recommendation of the Immediate Supervisor as appropriate for the nature of the work and department requirements to have the employee in uniforms.
- (c) Every employee to whom uniforms are provided under Article 17 is expected to wear, during their working hours, the work clothing specified for their particular group. Uniforms should not be worn by the employees where they are considered to be off duty, unless they are going to or from work. Personal clothing items are not to be worn in conjunction with the standard uniform issue, unless approved by the Company. Uniforms shall remain the property of the Company.

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

## **ARTICLE 17      BEREAVEMENT**

### **17.01              Eligibility**

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

- (a) Where a death occurs in the immediate family compensation for time lost from regular scheduled work will be paid on the day of the death and days following to a maximum of 3 working days. It is also agreed that the bereavement leave referred to herein may be increased by up to two (2) days' travel time provided that such additional time off is necessary in the particular circumstances and that approval is obtained in advance of departure. Management may allow these travel days to be extended, without pay, depending on the distance needed to travel.
- (b) Immediate family includes spouse (of the same or opposite sex as defined by the benefit plan), children, parents, brothers, sisters, grandparents, grandchildren and in-laws.

- (c) Time off for funeral attendance shall be granted without loss of pay for death of a relative (aunts, uncles, nieces, nephews) and is not to exceed one day.
- (d) Paid time off may be granted to enable employees to attend funerals other than family and is not to exceed the time reasonably required to facilitate attendance at the funeral i.e. ½ day.
- (e) All time off for bereavement and funerals must be approved prior to the employee's absence.

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

**17.02                      Method of Payment**

Pay for each day of bereavement leave shall be one (1) day's pay based on the employee's regularly scheduled daily hours at the employee's basic hourly rate.

**ARTICLE 18              LEAVES OF ABSENCE**

**18.01                      Jury Duty**

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

**18.02                      Sick Leave Program**

- (a) Every regular employee who has completed one or more years of continuous employment with the Company shall be entitled, in each calendar year to payment at their regular rate of pay for up to forty-eight (48) hours of absence due to bona fide illness, In the event that an employee commences work but becomes ill during the course of the day and does not complete their scheduled shift, such part day of absence will, for the purpose of this clause **18.02**,

be counted as one-half ( $\frac{1}{2}$ ) day of absence due to illness. Any unused credits shall be paid to the employee within thirty (30) days of the end of that year at one hundred percent (100%) of the employees' regular rate of pay.

- (b) The sick pay credit of a regular employee, who has not completed a full year of continuous employment with the Company, shall be computed on the basis of a four (4) hours credit for each completed month of continuous employment. These sick days shall be available for use as they are earned.
- (c) No payment shall be made under this Article for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan, Workers Compensation, Employment Insurance, Government Pension Plan, etc.).
- (d) There will be no payment of bonus for sick days not used upon termination of employment. There will be no payout of bonus for sick days for employees who have missed more than six (6) weeks work for any reason other than vacation. The bonus payout for sick days not used is intended to be an award for attendance and to eliminate abuse of the sick day entitlements.
- (e) As sick leave is designed to augment wages that would otherwise have been earned, there shall be no sick leave coverage when an employee is off work due to suspension, layoff, leave of absence, Workers' Compensation, scheduled day off, vacation or paid holiday.
- (f) An employee injured while on duty and having to leave their job because of an injury received at work shall receive their regular day's pay provided they report for medical treatment to the local hospital or to a medical practitioner and return to work immediately following treatment (if so authorized by the attending physician) or at a time designated by the attending physician. The employee shall notify the Company of when they will be returning. If requested by the Company, the employee shall provide a medical certificate completed by the employee's doctor in order to be eligible for pay under this Article and the Company will be responsible for the cost of the medical certificate.

- (g) Where the Company has concerns about an employee's attendance record, the Company may require the employee to provide documented proof of illness prior to the payment of sick leave credits, as herein provided. The Company shall pay the cost of obtaining such doctors note.

18.03 Maternity Leave, Parental Leave and Compassionate Care Leave shall be granted in accordance with *The Manitoba Employment Standards Code*.

18.04 **Parental Support Leave**

Employees who have passed their probationary period shall be granted a three (3) day Parental Support Leave of absence without pay which must be taken within seven (7) calendar days following the birth of their child. This leave shall be in addition to any parental leave provided by *The Employment Standards Code* the employees may be entitled to.

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

**ARTICLE 19 WAGES**

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

19.02 **Temporary Assignments**

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

- (c) The provisions of (a) and (b) above do not apply to permanent transfers.

## **ARTICLE 20      PERSONAL LEAVES OF ABSENCE**

20.01                    If circumstances permit, the Company may grant a personal leave of absence without pay, to an employee who requests same. A request for such leave shall be in writing stating the reasons at least one (1) month prior to the desired commencement date of the leave, except in extenuating circumstances. If the Company grants a leave of absence, then it shall confirm the terms of the leave in writing.

## **ARTICLE 21      SAFETY**

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

21.02                    The Company agrees to provide each regular employee with a safety boot **reimbursement** once every twelve (12) months upon the production of a receipt from the purchase of **footwear that meets Company guidelines**. All employees must ensure that safety boots are worn during each day they report for work. The safety boot **reimbursement** shall be up to **one hundred and seventy-five (\$175.00)** dollars for inside employees and up to **two hundred and twenty-five (\$225.00)** dollars for Delivery and Cooler Service employees.

At the option of the Company, above noted safety boot **reimbursement** may be replaced with an authorization card to redeem safety boots at a Company authorized vendor. The Company shall set the standard for all safety boots wore.

- 21.03                    (a) A Joint Safety and Health Committee consisting of two (2) bargaining unit employees, appointed by the Union, and two (2) management employees shall meet monthly.
- (b) Employees shall be paid by the Company for all time spent in attendance at Joint Safety and Health Committee meetings and Committee Safety inspections. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee, sent to the Union office and, as well, shall be posted on the bulletin board for all employees to see. Minutes shall be signed off by each member of the Committee as being accurate. The Chairperson of this Committee shall rotate from meeting to meeting

to ensure there is an equal balance of representation in this position between management and the employees.

- (c) Employee members of the Joint Safety and Health Committee shall be granted educational leave for a period of two (2) working days per person, per calendar year, without the loss of pay or other benefits, for the purposes of attending workplace safety and health training seminars, programs or courses of instruction offered and/or approved by the Workplace Safety and Health Division of Manitoba or approved by the Joint Safety and Health Committee. The scheduling of such time off is to be mutually agreed upon between the Company and the Committee representative.

## **ARTICLE 22 PENSION AND GROUP BENEFIT PLANS**

### **22.01 WELFARE PLAN**

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

## 22.02 WEEKLY INCOME BENEFITS

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

## 22.03 LONG TERM DISABILITY PLAN

- i) The benefit will be based on 66-2/3% of regular straight-time earnings in effect at the time disability commences, up to a maximum monthly benefit of \$2,000.
- ii) Benefits will be payable monthly, after a qualifying W.I.B. period of 26 weeks of continuous absence due to "disability", and will continue as long as "total disability" lasts, up to age 65.
- iii) "Disability" will mean an incapacity which prevents the employee from performing their regular duties during the qualifying W.I.B. period of 26 weeks and the following L.T.D. benefit period of 104 weeks. If still disabled after a combined benefit period of 130 weeks, disability is then considered total if it prevents the employee from performing any work for which they are reasonably qualified by education, training or experience.
- iv) Benefits payable under the L.T.D. plan will be reduced by the amount of disability income benefit, if any, payable by the Canada/Quebec Pension Plan (primary benefit only) or by Workers' Compensation. The policy shall include such limitations and restrictions as are usually found in L.T.D. policies.
- v) Participation in the L.T.D. plan will be automatic for all eligible employees on completion of the probationary period. Coverage is effective on the date the employee becomes eligible, provided they are at work on such date. If the employee is absent from work on the date of eligibility, L.T.D. coverage will not become effective until they return to active employment.
- vi) Pre-existing conditions are not covered unless the employee, after becoming insured, has been actively working for three (3) consecutive months with no absence related to the pre-existing condition.

- vii) During the 130 week benefit period referred to in point (iii) above, the Company will continue in force the Life, Extended Health and Dental Care benefits as long as the employee continues to pay his/her portion of any premiums during the 130 week period.
- viii) The Company will pay 80% of the benefit premium due. Employees shall pay the balance of weekly premiums by payroll deduction.

22.04 It is further agreed that, subject to the provisions of the Employment Insurance Act, the Company shall retain in full any "Premium Reduction" which is or may become available from the Employment Insurance Commission upon their continued acceptance of the Company's Weekly Income Benefit/Long Term Disability benefit plans as a "qualifying registered plan".

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

## 22.06 PENSION PLAN

1. **Members of the bargaining unit covered by this Agreement ceased** to be eligible to participate in, and accrue pension benefits under, the Canadian Commercial Workers Industry Pension Plan ("CCWIPP") effective November 6, 2013.
2. **Members of the bargaining unit covered by this Agreement and who were participating in CCWIPP on November 6, 2013 commenced** participation in the Non-Contributory Defined Contribution ("DC") Provisions (Part 5) of the Employees' Retirement Plan of Coca-Cola Refreshments Canada Company ("DC-ERP") effective November 6, 2013 for future service, in accordance with the terms of the DC-ERP. **Members of the bargaining unit covered by this Agreement who were not participating in CCWIPP on November 6, 2013 and all members of the bargaining unit covered by this Agreement hired after December 30, 2013 and prior to January 31, 2018 were** eligible to participate in the DC-ERP in accordance with the terms of the DC-ERP, subject to eligibility requirements.



**Effective August 13, 2018, all regular employees who are members of the bargaining unit and who are enrolled in the Non-Contributory DC will be transitioned to the Company's new "Mandatory Contributory Defined Contributions Pension Program" (a mandatory five percent (5%) Company and two percent (2%) Employee contribution) in the Employee's Retirement Plan of Coca-Cola Refreshments Canada Company for all future service. All future members of the bargaining unit covered by this Agreement will be eligible to participate in the Mandatory Contributory Defined Contribution Pension Program, subject to eligibility requirements.**

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

3. Subject to the terms of CCWIPP, members of the bargaining unit and who were participating in CCWIPP on November 6, 2013 **were** given a one-time irrevocable option to transfer the lump sum commuted value of their accrued defined benefit ("DB") CCWIPP pension for pre-November 6, 2013 service, as calculated by CCWIPP, into the CCWIPP Provisions (Part 11) of the ERP ("CCWIPP-ERP") and receive the benefits described in paragraph 4 below. The terms of the CCWIPP-ERP on November 6, 2013 shall be materially the same as the terms of CCWIPP as they existed on November 6, 2013 with respect to normal retirement date, early retirement, postponed retirement, normal form of pension and pre-retirement death benefits.

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

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

4. Each member who transfers his/her accrued CCWIPP pension for pre-November 6, 2013 service into the CCWIPP-ERP shall be entitled to a pension from CCWIPP-ERP at normal retirement date equal to A plus B, where:

A is the reduced normal retirement DB pension to which the member is entitled from CCWIPP on November 6, 2013\* (for pre-November 6, 2013 service) based on the reduction to the pension imposed under CCWIPP because of the Company's withdrawal from CCWIPP, expressed as a percentage (%) of the normal retirement DB CCWIPP pension (the "Reduced Transferable CCWIPP Benefit"). For example, based on the actuarial valuation of CCWIPP as at December 31, 2011, a member would be entitled to a Reduced Transferable CCWIPP Benefit payable from the CCWIPP-ERP equal to 38% of the normal retirement DB pension payable from CCWIPP; and

B is the normal retirement DB pension to which the member would be entitled under CCWIPP on November 6, 2013\* (for pre-November 6, 2013 service) without regard to any reduction because of the Company's withdrawal from CCWIPP less the Reduced Transferable CCWIPP Benefit (the "Additional Future CCWIPP Benefit"); in no event shall the Additional Future CCWIPP Benefit be greater than 62% of the normal retirement DB pension to which the member would be entitled under CCWIPP on November 6, 2013\* (for pre-November 6, 2013 service) without regard to any reduction because of the Company's withdrawal from CCWIPP.

The total normal retirement pension payable from the CCWIPP-ERP under A plus B is the "Total Future ERP Benefit". The Total Future ERP Benefit will be an amount equal to 100% of the normal retirement DB pension to which members would be entitled to from CCWIPP on November 6, 2013\* without reduction so long as the reduction to the pension imposed under CCWIPP because of the Company's withdrawal from CCWIPP is not more than 62%.

For each member who transfers his/her CCWIPP benefits into the CCWIPP-ERP under this paragraph 4, benefits payable from the CCWIPP-ERP shall be subject solely to the terms of the CCWIPP-ERP. For greater certainty, if benefits payable under CCWIPP are improved or enhanced after November 6, 2013\*, members will not be entitled to such benefits under the CCWIPP-ERP.

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

5. Notwithstanding the above, each member of the bargaining unit **who was** over age 50 on November 6, 2013 and therefore prohibited under the terms of CCWIPP from transferring the lump sum commuted value of his/her accrued CCWIPP pension out of CCWIPP, will be entitled to a pension from the CCWIPP-ERP on his normal retirement date equal E, where E is an amount equal to C minus D and:

C is the member's Total Future ERP Benefit; and

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

Notwithstanding the above, in no event will E be an amount greater than 62% of the normal retirement DB pension to which the member would be entitled under CCWIPP on November 6, 2013\* (for pre-November 6, 2013 service) without regard to any reduction because of the Company's withdrawal from CCWIPP.

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

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

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

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

6. The Union acknowledges and agrees that the Company will require records and information from the CCWIPP trustees in order to calculate and pay pensions from the CCWIPP-ERP under paragraphs 4 and 5. The Union will assist the Company in obtaining the requisite records and information from the CCWIPP trustees.

7. Both parties agree that all records and information provided by CCWIPP shall be deemed to be correct unless a member or the Union is able to provide reliable evidence to the contrary to the Company, or the Company has reliable contrary evidence in its files.
8. Because members' benefits payable from CCWIPP will be reduced at the time of the Company's withdrawal, in order to pay a member the Additional Future CCWIPP Benefit from the CCWIPP-ERP under paragraph 4 above, if applicable, or a benefit under paragraph 5 above, if applicable, a "past service pension adjustment" (as defined under the Income Tax Act) will arise. No benefits will be credited to an employee under the CCWIPP-ERP pursuant to paragraph 4 or 5, as applicable, until an employee makes a withdrawal from his/her RRSP if the employee is required to do so under the Income Tax Act before the Company can credit the employee with the benefits contemplated under paragraph 4 or 5, as applicable. The Company has no responsibility for any taxes or penalties (including interest charges) assessed against a member because of the past service pension adjustment.
9. The agreement between the Company and the Union regarding pre-November 6, 2013 DB CCWIPP benefits, as set out in paragraphs 3 through 8 above, is based on the current terms of CCWIPP as at November 6, 2013. If CCWIPP is amended, terminated or restructured and paragraphs 3 through 8 cannot be implemented as currently contemplated by the parties, the Union and the Company shall renegotiate the benefits to be provided to members in respect of pre-November 6, 2013 service.
10. The terms of this Article 22.06 supersede all prior agreements of the parties relating to pensions.
11. The Company currently provides health and welfare benefits to retirees of the Company who participate in the ERP, subject to eligibility criteria. The current prevailing health and welfare plan for retirees is HealthPlus.

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

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

\* Based on the CCWIPP terms as they read on November 6, 2013.

### **ARTICLE 23**      **WORK OF BARGAINING UNIT**

23.01              Sales Supervisors, Sales Representatives and Sales Execution Specialists will continue to perform all work and duties as they have in the past provided however, that such activities shall not be extended by the Company so as to cause the layoff of any regular employee or deprive a regular hourly employee of overtime to which they would otherwise be entitled.

### **ARTICLE 24**      **OPERATIONAL CHANGE**

- 24.01              (a)      If, during the life of this Agreement, the Company wishes to make an operational change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications or which would result in the layoff of any regular employee, the Company agrees that, before introducing such operational change, it will meet with the Union to discuss the matter and to attempt to resolve the problems created by such operational change on the employees affected.
- (b)      If, as a result of an operational change in the Company's operations, an employee is assigned to a job having a lower rate of pay than the rate of pay they formerly received, they shall continue to be paid at their former rate of pay until the job rate of their new classification equals their former rate.
- (c)      If a regular employee should be permanently laid off due to an operational change in the Company's operations, and provided the employee has the necessary qualifications to perform the

remaining work available after a reasonable training period, the Company shall arrange, where feasible, for the employee to be offered such training.

## **ARTICLE 25      LABOUR/MANAGEMENT MEETINGS**

25.01            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 four (4) members. When a request is made by either party that the Committee meet, the meeting shall be held as soon as practicable. Upon request of either party (except in July, August and December), the Committee shall meet once each month. Such meetings will be scheduled to take place as soon as practicable.

The Company will endeavour to schedule meetings during working hours taking into account the duties and work schedules of committee members with no loss of regular wages for committee members.

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

## **ARTICLE 26      DISCIPLINE**

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

- (a) disclosure of confidential Company information; falsification of any reports or records, including personnel records;
- (b) theft or removal of property from the Company's premises or the Company's customer's property without proper authorization unless the employee can establish, to the satisfaction of the Company, removal was accidental or inadvertent;
- (c) sabotage or deliberate destruction of Company property, or gross negligence while operating the Company's vehicle;

- (d) operating a Company vehicle under the influence of intoxicating beverages or drugs which impair judgment or reflexes;
- (e) second loss of license for an employee if operating a commercial vehicle is part of their job;
- (f) an employee deliberately withholds funds and goods entrusted to them by the Company or its customers;

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

**26.02** Subject to the specific provisions of this Agreement relating to termination of employment of temporary employees and probationary employees and also subject to the provisions of Article 26.01 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.

**26.03** 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 from the date of issuance of such warning or suspension and will not be relied on for any purpose, provided that the employee did not receive any warnings or other discipline within the eighteen (18) month period.

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

## **ARTICLE 27 TOOL ALLOWANCE**

**27.01** Cooler Service Employees shall maintain their own tool kits. Upon presentation of an original receipt for expenses, the Company will reimburse Service Technicians up to an annual maximum of \$185.00 for the purchase, repair or replacement of required work tools effective upon ratification.

Tool Allowances as provided for in this Article are employee taxable benefits in accordance with Canada Customs and Revenue Agency requirements.

## **ARTICLE 28 SEVERANCE**

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

- (a) Severance allowances shall be offered to employees who are directly or indirectly impacted by such business changes. These employees shall be provided with the option of a severance allowance, as herein provided, or will be permitted to exercise their seniority rights under the Collective Agreement to bump into another job.
- (b) Severance payments and other arrangements shall be deemed to include any amounts due and payable to employees under any applicable legislation, with respect to severance and notice requirements and other provisions of the Collective Agreement.
- (c) Employees described at paragraph (a) herein shall, upon the announcement of such business change, make application in writing for such severance within sixty (60) days from the date on which such announcement was made, or it became known to another employee, that he/she would be impacted by the change and bumped from his/her job. When payment has been made by the Company to the employee the employee shall be deemed to have terminated his employment with Cola-Cola Refreshments Canada Company and thereby forfeit any future rights under the Collective Agreement.
- (d) Severance shall be in the amount of two (2) weeks of pay times the number of years of completed service, to a maximum of fifty-two (52) weeks. This calculation shall be based on the employee's basic hourly rate of pay in effect at the time of the announcement of the business change.
- (e) An employee who elects severance shall be entitled to receive a lump sum payment in the amount of \$1,500 at the same time they receive their regular severance pay, which amount shall be in consideration of residence relocation or re-education, as a result of job loss.
- (f) An employee who elects severance shall be entitled to continuation of coverage under the Life Insurance, Major Medical and Dental Plans for a period equal to one (1) week of coverage for each year of completed service, to a maximum of eight (8) weeks of such



coverage. Life Insurance shall be terminated thirty (30) days following the employee's date of termination of continuation of benefits, as previously described; however, during that period, the employee shall be permitted to convert their policy to a pay direct policy without the requirement of a medical examination.

- (g) Where no election for severance is made within the time period provided at paragraph (c) herein, the employee shall be required to exercise their seniority and bump within the bargaining unit for the purpose of attaining other employment.
- (h) When changes in the Company's operations are required such that these provisions become operable, the Company shall provide as much advance notice as possible to the Union and to the affected employees.
- (i) Employees shall, upon termination of employment, be entitled to receive payout of any unused sick leave or vacation credits accrued to their date of termination of employment.

## **ARTICLE 29 EDUCATION AND TRAINING TRUST FUND**

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

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

## **ARTICLE 30 DURATION OF AGREEMENT**

**30.01** This Agreement shall remain in force and effect from **February 1, 2018 to January 31, 2022.**

**30.02** If either party desires to revise or terminate this Agreement, they will give the other party not more than ninety (90) days and not less than thirty (30) days notice in writing prior to the expiry date of this Agreement. If notice is not given as specified above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article during any renewal year.

During the period of negotiations for a revised or new agreement, this Agreement shall remain in full force and effect subject to the provisions of *The Manitoba Labour Relations Act*.

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

**SIGNED THIS                      DAY OF                                              , 2018.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**APPENDIX "A"**

**A-1**

	<b>Date of Ratification (July 11, 2018)</b>	<b>February 1, 2019</b>	<b>February 1, 2020</b>	<b>February 1, 2021</b>
<b><u>Inside Employees</u></b>				
Cooler Service Technician	<b>\$23.73</b>	<b>\$24.09</b>	<b>\$24.45</b>	<b>\$24.88</b>
Lead hand	\$1.00	\$1.00	\$1.00	\$1.00
Forklift Operator	<b>\$21.01</b>	<b>\$21.33</b>	<b>\$21.65</b>	<b>\$22.03</b>
<b><u>Outside Employees</u></b>				
Delivery Driver (FSV, Bulk, Red Fleet)	<b>\$24.31</b>	<b>\$24.67</b>	<b>\$25.04</b>	<b>\$25.48</b>
Delivery Driver (Temp & Part-time)	<b>\$19.73</b>	<b>\$20.03</b>	<b>\$20.33</b>	<b>\$20.68</b>
Delivery Helper	<b>\$18.05</b>	<b>\$18.32</b>	<b>\$18.59</b>	<b>\$18.92</b>
Merchandiser	<b>\$15.18</b>	<b>\$15.41</b>	<b>\$15.64</b>	<b>\$15.91</b>
<b><u>Part-time and Temporary Employees</u></b>				
Start	<b>\$11.35</b>	<b>\$11.52</b>	<b>\$11.69</b>	<b>\$11.90</b>
After 600 hours worked	<b>\$12.16</b>	<b>\$12.34</b>	<b>\$12.53</b>	<b>\$12.75</b>
After 1800 hours worked	<b>\$13.81</b>	<b>\$14.02</b>	<b>\$14.23</b>	<b>\$14.48</b>
After 4000 hours worked	<b>\$14.63</b>	<b>\$14.85</b>	<b>\$15.07</b>	<b>\$15.33</b>

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

<b>Starting Rate</b>	<b>One Year Anniversary Date After Being Made Full-Time</b>	<b>Two Year Anniversary Date After Being Made Full-Time</b>	<b>Three Year Anniversary Date After Being Made Full-Time</b>
80% Of Job Rate	87% Of The Full Job Rate	93% Of The Full Job Rate	Full Job Rate

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

<b>Starting Rate</b>	<b>One Year Anniversary Date After Being Made Full-Time</b>	<b>Two Year Anniversary Date After Being Made Full-Time</b>
90% Of Job Rate	95% Of The Full Job Rate	Full Job Rate

**A-1.1** It is understood and agreed that the Company, in hiring any new hourly rated employees other than a temporary employee or part-time employee may pay them:

- (a) until the commencement of the first week following the completion of their probation period, at a rate of twenty-five percent (25%) per hour less than the job rate of the job to which they are assigned, and
- (b) thereafter and until the commencement of the first week following the completion of their subsequent three (3) months of continuous employment, at a rate of fifteen percent (15%) per hour less than the job rate of the job to which they are assigned.

**A-2. Additional Remuneration Notes: Sales Employees**

**A-2.1** A driver's duties shall include delivery of Company products and collection for products sold. A driver who incurs cash shortages may be subject to investigation and may be subject to corrective action, up to and including termination of employment. A driver shall not be responsible for shortages incurred or an unpaid customer account if:

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

**A-2.2** For the 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. In no event shall overtime compensation be compounded or pyramided.

**A-2.3** For the purposes of calculating overtime for Delivery Drivers, Helpers, Merchandisers and Part-time employees, the regular work day is designated by the company and is defined as either, ten (10) hours of work and a one-half hour unpaid meal break or, eight (8) hours of work with a one-half hour unpaid meal break. Hours worked in excess of those defined above must be authorized and shall be compensated as overtime at the rate of time and one-half (1½) the employee's basis hourly rate of pay.

**A-2.4** A regular work week shall be defined as seven (7) days and will consist of five working days. Where possible, the Company will continue its current practise of providing employees with two consecutive days off.

- A-2.5** Nothing herein however shall be construed as a guarantee of hours of work per day or per week or of days of work per week.
- A-2.6** Any employee who is required to stay out of town on overnights, upon authorization of the appropriate manager, shall be entitled to be reimbursed **fifty (\$50.00)** dollars for the three (3) meals related to each overnight. The Company will arrange for accommodation to be billed directly to the Company for room and tax only.
- A-2.7** Sales Employees will not be required to work a combination of eight (8) and ten (10) hour days in any one week unless for purposes of avoiding layoffs.
- A-2.8** Where a Company vehicle is not provided and Merchandisers are required to use their own vehicle for Company business, a mileage allowance in an amount outlined in Company policy shall be provided to the employee.

## **APPENDIX "B"**

### **BANK TIME POLICY**

1. Regular employees shall have the option to elect pay or bank time (to a maximum accumulation of 40 hours) for authorized overtime, and the election of such option, once made, cannot be reversed.
2. Authorized overtime will be credited to employees at one and one-half (1½) times hours worked. Hours are calculated in one (1) hour minimal intervals. Overtime worked on a paid holiday will be at one and one-half (1½ times) plus a one (1) day off at a future date.
3. Banked time may be used at a time during regular working hours upon mutual agreement of the supervisor and employee. It is to be generally understood that banked time should be used during less busy periods when an employees' absence will not cause any unnecessary burden to co-workers or the Company. Personal or family crises of an urgent nature will be exceptions as need dictates.
4. Banked time is not to be construed as additional vacation accumulation and will not be authorized by department managers or supervisors at peak periods, unless qualified replacement personnel are available.
5. In the event that work schedules do not provide an opportunity for use of bank time, or an accumulation of bank time is excessive, the Company may elect to pay out the time due the employee.
6. Employees who terminate service shall be paid out bank time at the time of termination.

**LETTER OF AGREEMENT #1**

**between**

**COCA-COLA REFRESHMENTS CANADA COMPANY (Brandon)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**

**RE: TRANSFER POLICY BETWEEN SENIORITY GROUPS**

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

1. Any regular employee having seniority standing who wishes to permanently transfer from the “inside” seniority group to the “outside” seniority group, or vice-versa, shall so notify the Company in writing.
2. When, after completion of the job posting procedures, a vacancy exists which the Company would otherwise fill by a new hire, the Company shall, before hiring a new employee, give consideration to those employees who have filed notice of their desire for transfer between seniority groups. The most senior qualified candidate then on the transfer list shall be transferred. If there is no qualified candidate for a particular vacancy, the Company may then hire a new employee.
3. Employees changing seniority group under these arrangements shall carry their full seniority with them into the new seniority group but shall not exercise same under the job posting procedure for a period of twelve (12) months following the transfer.
4. It is understood and agreed by the parties that an employee wishing to transfer under these arrangements must be capable of satisfactorily performing the work so made available to the employee. In keeping with that understanding, it is agreed that a three (3) month trial period shall apply from the date of transfer during which the transfer may be reversed, if so requested by the employee or by the Company. In such case, the reverting employee may displace the employee who replaced them in the previous position. Employees may transfer from one seniority group to the other not more than once every five (5) years of employment with the Company.

5. This opportunity for transfer between seniority groups shall apply to normally occurring vacancies only - i.e. it shall not apply to a "vacancy" which has been created by the granting of an inter-group transfer under these provisions.
6. The Company may fill any vacancy temporarily pending completion of the job posting and transfer provisions.

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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**LETTER OF AGREEMENT #2**

**between**

**COCA-COLA REFRESHMENTS CANADA COMPANY (Brandon)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**

**RE: COOLER SERVICE DEPARTMENT STANDBY PROVISIONS**

The Company and the Union hereby agree to the following system of compensation for overtime work for Service Technicians:

1. During the period of the May long weekend until the Labour Day long weekend inclusive, a Service Technician placed on standby to handle the required overtime work on a weekend shall be paid a standby allowance of one hundred dollars (\$100.00) for all such time.
2. For all other weekends during the remainder of the year, a Service Technician placed on standby shall be paid a standby allowance of seventy-five (\$75.00) dollars for all such time.
3. **For all weekdays during the year, a Service Technician placed on standby shall be paid a standby allowance of seventy (\$70.00) dollars for all such time.**
4. It is agreed and understood that there shall be an equitable sharing of the weekend work amongst the Service Technicians. The standby premiums are in addition to the call-out provisions in article 12. Overtime work during other periods shall be as per the current Collective Bargaining Agreement.
5. Standby/overtime allowances above shall be made on a weekly basis.

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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**LETTER OF AGREEMENT #3**

**between**

**COCA-COLA REFRESHMENTS CANADA COMPANY (Brandon)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**

**RE: TWELVE HOUR SHIFTS**

For a trial period lasting from the date of ratification for a period of one (1) year, and to be reviewed upon the request of either party every three (3) months during the course of that year the parties agree to the following:

- 1) The Company may seek volunteers to work twelve (12) hour shifts where stem times are excessive and work can be carried out more efficiently with the use of twelve (12) hour shifts.
- 2) Twelve (12) hour shifts will be offered by seniority however scheduled on a voluntary basis.
- 3) The Parties agree that hours of work on a twelve (12) hour shift shall average forty (40) hours per week over a three (3) week period.
- 4) The following practices shall exist regarding twelve (12) hour shifts:
  - (a) Where an employee is scheduled to work a twelve (12) hour shift, they shall receive two (2) paid twenty minute rest periods and one (1) paid thirty minute meal period.
  - (b) Where an employee is required to work on their first scheduled day off, they shall be paid at the rate of time and one-half (1½) for all such hours worked on that day and, where required to work on any subsequent day off, they shall be paid at the rate of double (2X) time for all hours worked on those days.
  - (c) All time worked in excess of the twelve (12) hour shift shall be paid for at the rate of double (2X) times for all hours.
  - (d) If a holiday is observed on an employee's days off, the employee will have the option of receiving twelve (12) hours pay or a day off with pay at a time mutually agreed between the Company and the employees.

- (e) If a holiday is observed on an employee's scheduled workday and the employee does not work on the holiday, the employee will receive twelve (12) hours' pay at the employee's regular rate of pay.
- (f) The schedule for twelve (12) hour shifts will be two (2) weeks of three (3) consecutive twelve (12) hour days and one (1) week of four (4) consecutive twelve (12) hour days averaging forty (40) hours per week over a three (3) week period unless and in the event of a layoff where work is not available. Employees shall be permitted to exercise their seniority for this preferred shift schedule.
- (g) An employee who is scheduled to work on a twelve (12) hour shift and who is absent for reasons of jury duty, sick leave, bereavement leave, statutory holidays or negotiations shall be compensated for twelve (12) hours of lost pay at their regular hourly rate of pay. For the purposes of sick leave pay out and paid time off for unused sick leave credits, employees who work twelve (12) hour shifts shall have their sick leave bank exhausted after forty eight (48) hours has been paid or taken as compensation for sick time off.

After the trial period has passed the parties shall decide whether to cancel the twelve hour shift program or maintain it for the duration of the Collective Agreement.

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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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**LETTER OF AGREEMENT #4**

**between**

**COCA-COLA REFRESHMENTS CANADA COMPANY (Brandon)**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**

**RE: BASE PLUS COMMISSION PAY**

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

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

**SIGNED THIS                      DAY OF                      , 2018.**

**FOR THE UNION:**

**FOR THE COMPANY:**

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