

COLLECTIVE AGREEMENT

BETWEEN:

T.C.C. Bottling Ltd.,
405 - 2nd. Avenue, Prince George, B.C.

(hereinafter referred to as the "Company" or
"Employer")

OF THE FIRST PART;

AND

Brewery, Winery & Distillery Workers Local 300
7128 Gilley Ave., Burnaby, B.C.

(hereinafter referred to as the "Union")

OF THE SECOND PART;

WITNESSETH:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto. The parties agree as follows:

ARTICLE 1 - DEFINITION AND RECOGNITION

Section 1 The term "employee" as used in this Agreement includes all employees of the Company, except office staff, outside sales staff (including Tel-Sell Representative), supervisory personnel and those excluded by the Industrial Relations Act of British Columbia.

Section 2 The term "probationary" employee shall mean an employee who has not yet completed sixty (60) days of actual work. During such period, the employee has no seniority and may be terminated at the Company's discretion. On completion of the probationary period, such an employee's name shall be placed on the seniority list and he shall be credited with seniority from a date which is sixty (60) working days prior to the date on which he completed his probationary period. It is understood probationary employees have full rights to the Grievance Procedure of the Collective Agreement.

Section 3 A "student" shall mean a temporary employee who is normally a full time student at a recognized educational institution and who is employed by the Company on a temporary basis during the periods from April 15th. to September 15th. and/or November 15th. to January 15th. However, it is understood that these students shall not displace any of the bargaining unit employees in the employ of the Company.

ARTICLE 2 - UNION RECOGNITION

Section 1 The Company recognizes the Union as the exclusive bargaining Agent for the employees as defined i Article I during the term of this Agreement and agrees to negotiated with the Committee selected by the Union looking toward a peaceful and amicable settlement of any difference that may arise between the Company and the Union.

Section 2 There shall be no discrimination against any member of the Union because of Union activities.

Section 3 The Company shall provide bulletin boards for the purpose of posting union notices, copies of this Agreement and official papers. All such material may be posted only upon the authority of officially designated representatives of the Union. It is further agreed that such bulletin boards will not be used for disseminating political or advertising matter of any kind not pertaining to the Union.

Section 4 (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof, which is covered by this Agreement, enters into lease, assignment, receivership or bankruptcy proceedings, or another Limited Company is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

(b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract nor shall the Company use owner operators of any description to vend, deliver or in any way perform work presently done by employees covered by this Agreement. Nor shall the Company require as a condition of continued employment that any employee purchase any truck or

vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

- (c) If at any time the Company intends to sell, transfer or lease the entire operation, or any part thereof, he shall give notice of the existence of this Agreement to the purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy to the Union, not later than the effective date of sale.

Section 5

- (a) The Company agrees that the present jobs or any other work coming within the scope of the bargaining unit will not be contracted out or transferred out to another Company.
- (b) Notwithstanding the foregoing, the Employer shall have the right to contract out garbage removal; sanitation; pest control; technical installations; and maintenance nor normally performed by members of the bargaining unit, providing however, there is no loss of employment or earnings by an employee as a result.

Section 6

The Company agrees not to enter into any Agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any statute of the Province of British Columbia or Dominion of Canada. Any such Agreement will be null and void.

ARTICLE 3 - UNION SECURITY

Section 1

All employees now members of the Union shall as a condition of employment remain members of the Union. All new employees, as

a condition of employment, shall become and remain members of the Union upon the completion of five (5) days' service with the Company. All employees, as a condition of employment, shall pay dues unless employed fewer than five (5) days or forty (40) hours per month.

Section 2

- (a) Upon written authorization by the employee, the Company agrees to deduct from each pay received the weekly equivalent of the monthly Union dues. The Company will also deduct Initiation Fees and any special assessments authorized by the employee. It will be the obligation of the employer to get the employee to authorize such deduction, in writing.
- (b) All Union dues and initiation fees and/or assessments so deducted shall be remitted by the Company in alphabetical order to the Secretary of the Union by the 12th. day of the month following the month of deduction, together with a type written list of the names of the employees from who deductions were not made on forms supplied by the Union providing an explanation for each employee, i.e.
 - 1. Employee worked less than 40 hours per month.
 - 2. Employee laid off temporarily.
 - 3. Employee on sick leave.
 - 4. Employee on compensation.
 - 5. Employee on leave of absence.
 - 6. Retired.

7. Deceased.
8. Voluntary termination.
9. Discharged.

- Section 3**
- (a) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit.
 - (b) It is understood, however, that in training or emergency situations, supervisors or management personnel may occasionally perform such work for short periods while the employer seeks to make other arrangements i keeping with Section 3 (a) of this Article.

ARTICLE 4 - HOURS OF WORK

Section 1 The Company and the Union agree that the standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours. Management will consider recommendations from union staff, through its committee, regarding summer hours start time adjustments.

Section 2 Time worked in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates of pay shall be as follows:

- (a) Time and one-half for the first two (2) hours after the regular shift and double time thereafter.

- (b) Time and one-half for the first four (4) hours on an employee's day off and double time thereafter.
- (c) Two (2x) times the regular rate shall be paid for all work performed on Sunday, except as provided herein:

Employees whose services are regularly required on weekends, will be paid the regular rates for work done on Saturday and Sunday, but in no case will they work more than eight (8) hours per shift or forty (40) hours per week without overtime rates being paid.

- (d) Employees not on approved leave of absence will be entitled to the following holidays with pay:
 - 1. NEW YEARS DAY
 - 2. VICTORIA DAY
 - 3. DOMINION DAY
 - 4. B.C. DAY
 - 5. CHRISTMAS DAY
 - 6. JANUARY 2ND.
 - 7. LABOUR DAY
 - 8. GOOD FRIDAY
 - 9. THANKSGIVING DAY
 - 10. REMEMBRANCE DAY
 - 11. BOXING DAY
 - 12. DECEMBER 24TH.

Employees absent the day before or the day after a holiday will be required to provide reasons for any such absence. Anyone found abusing this provision will be subject to discipline.

When required to work on any one of the preceding holidays, overtime rates of two (2x) times the regular day rate will be paid for all hours worked plus eight (8) hours holiday pay at the regular day rate.

When not required to work on any one of the preceding holidays, hourly paid employees shall be paid for eight (8) hours of their regular day rate.

Section 3 Should any of the above holidays occur on Saturday or Sunday, they will normally be observed on either the previous Friday or the following Monday by all Company employees. However, if any question should arise as to the day in the year to be designated as any of the holidays mentioned above, the Company should decide the question for purposes of this Agreement.

Section 4 Under no circumstances will holiday pay be paid when Health and Welfare or Workers' Compensation covers the holiday. However, employees will receive from the Company any difference between a lesser amount received and eight (8) hours pay at their applicable rate.

Section 5

- (a) Work performed over five (5) consecutive hours without a meal period shall be paid for at the rate of double time.
- (b) All employees called in to work and receiving less than four (4) hours work shall be paid for four (4) hours at the applicable rate.
- (c) The sum of eight dollars and fifty cent (\$8.50) supper money shall be paid to the employees who work overtime beyond their regular shift in the event the Employer is unable to provide a meal.
- (d) The Company will endeavour, insofar as to the requirements and efficiency of operations will permit, to equalize (over such period of time as may be necessary to do so) the opportunities for overtime work among those regular employees who normally perform the work on which such overtime is required. In doing so, the Company will follow a seniority order rotation of opportunity. However, if sufficient employees volunteer for overtime assignment, then the junior employees in those classifications which are required for work

must work such overtime but will not be required to work more than eight (8) hours overtime during the normal work week.

Section 6 All employees shall have a fifteen (15) minute rest period midway during each work period of three (3) hours or more without a deduction in pay. Rest periods shall be so arranged that all employees shall enjoy benefits of the full period in a place providing the opportunity to take a snack. A thirty (30) minute unpaid meal break will be provided approximately half way through the employee's shift.

Section 7

- (a) Employees working on afternoon or second shift shall receive a shift bonus of one dollar and twenty-five cents (\$1.25) per hour.
- (b) Day Shift is defined as commencing between the hours of 6:30 a.m. and 2:59 p.m., all other employees are shift employees and shall receive shift bonus.

- (c) For those employees whose shift normally falls on a Saturday and/or Sunday and who therefore, do not receive overtime premiums, a bonus of fifty cents (.50) per hour will be paid for all hours worked.

- (d) The Company agrees to consider recommendations for swing shifts from union through its committee. In the event it is necessary to work such shifts, they shall rotate on a two week basis.

Section 8 Employees who arrive late for work shall have their wages reduced on the basis of quarters of an hour.

Section 9 **Serviceman on Call**

An employee required to be on call shall receive \$35.00 per seven (7) day week and \$50.00 for a week containing a holiday, in addition to his regular rate, such payment not being used in overtime calculations.

ARTICLE 5 - WAGES

Section 1 Wages and classifications of work are attached and known as Appendix "A" and are effective as of the dates set forth in Appendix "A".

Section 2 When an employee is temporarily removed from his regular work and placed on other work for the Employer's convenience for two (2) hours or more, he or she shall be paid his or her regular rate of pay or the rate of the other work at the higher rated job, whichever is the greater. It is also agreed that, regardless of age or sex, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.

Section 3

- (a) When new job classifications are established, as deemed necessary and advisable by the Company, the Union shall be advised. A rate shall be set by the Company. If, after a trial period of thirty (30) days, the Union deems the adjustment made by the Company to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.
- (b) When the deletion of existing job classifications are deemed necessary, or existing job classifications require changes, because of changes in the character of duties and

responsibilities as deemed necessary by the Company, the Union shall be advised in writing of the contemplated change. Thereafter a meeting shall be arranged between the Company and the Union to discuss such deletion or change. It is understood that the Company will make every effort to make such change or deletion with the least amount of dislocation amongst the employees. If the Union deems the deletion or change to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.

Section 4 All employees shall be paid on Friday, before or during working hours. Payment of wages shall be for all hours worked to the end of the previous pay period.

Section 5 Laid-off employees shall receive all monies due them at time of lay-off, with the exception of vacation pay, which would be paid only on employee request.

Section 6 It is understood an employee shall retain his or her current rate of pay while training for job vacancy for which he applies and was awarded.

ARTICLE 6 - SENIORITY

Section 1 **Seniority**

Seniority of an employee shall mean the length of his unbroken service with the Company (or its immediate predecessor) in the bargaining unit covered by this Agreement.

Section 2 Lay-off and Re-hiring

Seniority shall be the deciding factor governing lay-offs (i.e. the last hired shall be the first laid-off) and re-hiring after lay-offs, provided the senior employee has the capabilities to satisfactorily perform the work to be done.

Section 3 Loss of Seniority

Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Company, or
- (b) Is discharged, or,
- (c) Is absent without leave for a period greater than five (5) working days, or
- (d) After lay-off, fails to report for work for five (5) working days after being recalled.

Section 4

It is understood that persons laid-off are subject to recall. The Company shall forward a registered letter to the last known address. If the person fails to report for work, he or she shall forfeit all seniority rights.

Section 5

Every three (3) months, the Company will supply the Union with a Seniority List in triplicate of all employees covered by this

Agreement; said list to contain the names, classifications and seniority date of each employee.

Section 6

Reinstatement

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desired to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit to a base rated classification and placed upon the seniority list with his original date of employment less that amount of years and months he spent working as a supervisor. It is understood however, that his combined seniority would apply for vacation, pension, severance pay and welfare benefits.
- (b) It is understood employees who are promoted to a supervisory position, can return to the job they had at the time of their promotion, with full seniority and time during the first three (3) months after the date of promotion. It is further understood during this three (3) month period, in the event the employee returns to their job within the bargaining unit, the employee shall be required to pay Union Dues for each period of time.

ARTICLE 7 - LEAVE OF ABSENCE

Section 1 Whenever practicable, leaves of absence will be granted an employee without pay for a period not exceeding three (3) calendar months. An employee applying for such leave shall apply in writing and whenever possible, at least one month prior to the date leave is desired to commence. All leaves of absence over two (2) weeks duration approved by the Company shall also be subject to the approval of the Union. The Company shall reply, in writing, within five (5) days of receiving a written request. If an approved leave of absence exceeds thirty (30) days, the employee may elect to maintain insured benefit coverage by full payment of the related premiums as they become due.

Section 2 Compassionate Leave

In the event of a death in an employee's immediate family, the employee will be granted up to three (3) working days compassionate leave with pay. Immediate family shall be defined as an employee's parents, legal guardian, children, grandchildren, sister, brother, spouse, step-parents, step-brother, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents.

Section 3 Maternity Leave

A pregnant employee shall qualify for maternity leave upon the completion of the probation period.

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than six (6) months.
- (b) The period of maternity leave without pay shall be from nine (9) weeks before the expected date of termination of the pregnancy.

- (c) The Company shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) On return from maternity leave, an employee shall be placed in her former positions, providing she can perform the work.
- (e) Medical, H.E.P., Dental, Extended Health and Group Life Insurance, will be maintained by the Company for the three calendar months following the date that an employee begins maternity leave. The employee may at her discretion continue the program on by arrangement with the Company and at the current cost of the benefits desired and while on leave of absence.
- (f) An employee, upon request, will be granted a similar leave of absence for a period up to three (3) months following the adoption of a child, providing the child is under two (2) years of age at the time of adoption. The employee will furnish such proof of adoption as and when requested by the Company.
- (g) Leave shall be extended for a longer period where for medical reasons such extension is deemed necessary by the employee's physician.
- (h) Illness arising out of a pregnancy prior to an employee's commencing her leave of absence may be covered by wage indemnity.

Section 4

Paternity Leave

Fathers shall be granted one day off with pay on the birth of his child. This benefit does not extend to adoption.

Section 5 Educational Leave - Union Officials

The Company agrees to grant five days paid time off in total each year for the educational training of union officials. The number of days will no exceed five days in total irrespective of the number of candidates. It is agreed that the company will be given ample notice and there will be no slowdown or staff replacement required.

ARTICLE 8 - SICK LEAVE

Section 1 After probationary period, the Company will provide up to six (6) days paid leave in any one calendar year. If unused, three days pay will be paid to the employees having four or more unused days in January of the following year.

ARTICLE 9 - LAY-OFF NOTICE

Section 1 Employees who have completed their probationary period when laid-off shall receive two (2) weeks' notice or two (2) weeks' pay i lieu of notice.

All lay-off notices shall be in writing with one copy to the Shop Steward with the date lay-off notice is given.

ARTICLE 10 - ANNUAL VACATIONS

Section 1 Every employee who, during the life of this Agreement, completes a year of continuous employment with the Company, will qualify for a vacation with pay, unless he has already been granted and has taken a vacation with pay in respect of that year of employment.

Section 2 The length of vacation to which each employee will be entitled will be governed by the total length of his continuous service with the Company, and will be determined from the schedule in Section 4.

Section 3 The amount of pay to which each employee will be entitled in respect of his vacation will be determined in accordance with Section 4 below. The earnings on which the calculation will be based shall be total earnings from the Company for the year of service in respect of which the vacation is granted.

Section 4 Schedule of Vacation With Pay Entitlement During the Life of this Agreement.

Length of Service	Length of Vacation	% of Gross Earnings Payable
1 but less than 3 yrs	2 weeks	4%
3 but less than 8 yrs	3 weeks	6%
8 but less than 13 yrs	4 weeks	8%
13 but less than 19 yrs	5 weeks	10%
After 19 years' service	6 weeks	12%

Section 5 If an employee's vacation pay calculated on the basis of his regular hourly rate, multiplied by forty (40) hours for each week of vacation to be taken, would be greater than the amount to be paid under Section 4 above, then he will be paid the greater amount.

Section 6 If requested by the employee, every employee will be paid, immediately prior to his going on vacation, the vacation pay to which he is entitled.

Section 7 Vacation shall be awarded on the following basis:

- (a) All employees shall be entitled to two (2) consecutive weeks during the period from June 15th. to September 15th.
- (b) The preferred positions in the selection and allocation of vacation periods shall be awarded on the basis of seniority.

- (c) All requests for vacations must be submitted not later than April 15th. Employees who fail to designate their preference prior to April 15th., shall receive vacations within the vacation period, but only during those periods not already allotted.
- (d) The above vacation schedule shall be prepared between the Company and the Union Steward and posted not later than May 1st.
- (e) Normally no vacation will be granted prior to the completion of the first full year of service; however, the Company will consider requests for one week of vacation after 6 months service. After the first year of employment, vacations may be taken up to three months in advance of the employees' anniversary date.

Section 8

Every employee whose employment with the Company is terminated during the life of this Agreement shall be entitled to a vacation pay allowance based on the length of his continuous employment with the Company and his total earnings during the period, if any, in respect to which he has not received a paid vacation. Such vacation allowances shall be computed as follows:

- (a) If the employee has not completed his first year of continuous employment, he will receive as vacation pay on termination the applicable percentage of his total earnings during the period of his employment, less any vacation pay already granted.
- (b) If the employee has completed one or more years of continuous employment and has taken all of the annual vacation to which he was entitled, in respect of his last completed year of continuous employment, he will receive as vacation pay on termination the applicable percentage of his total earnings from the last anniversary of his employment until the date of termination, less any vacation pay already granted in respect of the uncompleted year of continuous

employment between the last anniversary of employment and the date of termination.

- (c) If the employee has completed one or more years of continuous employment and has not taken all the annual vacation to which he was entitled in respect of his last completed year of continuous employment, he will receive as vacation pay on termination:
 - (i) the applicable percentage of his total earnings during the last completed year of continuous employment, less any vacation pay already granted in respect of the year
 - plus -**
 - (ii) the applicable percentage of his total earnings from the last anniversary of his employment until the date of termination.
- (d) The applicable percentage of earnings as referred to in (a), (b), and (c) above will be:

During the Life of This Agreement

From	To	% Applicable to the Period of Continuous Employment Shown at Left
Commencement of continuous employment	2nd anniversary	4%
2nd anniversary	7th anniversary	6%
7th anniversary	12th anniversary	8%

12th anniversary	18th anniversary	10%
18th anniversary and up		12%

Section 9 Notwithstanding the other provisions of this Article X, it is agreed that probationary and/or student employees shall receive such vacation and/or vacation pay as is prescribed by the Employment Standards Act of British Columbia.

ARTICLE 11 - SAFETY AND HEALTH

Section 1 The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment and will maintain clean rest rooms and eating area.

Section 2 Protective devices, wearing apparel and other equipment necessary to properly protect its employees from injury shall be provided by the Company.

Section 3 A safety committee will be formed in complete compliance with Workers' Compensation Board regulations.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1 In case of a grievance arising, an honest effort shall be made to settle the difference in the following manner:

Section 2 There shall be a Union Steward who shall be an employee in the bargaining unit, designated by the Union and who will be afforded such time off as may reasonably be required to attend meetings with the Management.

Section 3 The Union agrees to advise the Company, in writing, of the name of the member to be designated as Union Steward and also of any changes from time to time. The Union may also advise the Company of the name of an employee who may serve as an Alternate Steward in the absence of the regular Steward.

Section 4 The steps to be taken in handling of any grievances:

FIRST: Between the aggrieved employee and his immediate supervisor; a decision to be rendered within forty-eight (48) hours.

SECOND: If a settlement is not reached, the employee, his Union Steward and his immediate supervisor will hold a meeting to discuss the problem. If it is not resolved by the next working day, the grievance is to be written on proper grievance forms and presented by the employee and the Union Steward to the Management; a decision to be rendered within forty-eight (48) hours.

THIRD: Between the Representative of the Union, the Union Steward, the employee and the Management. Failing to reach a satisfactory settlement within seventy-two (72) hours, Step Four to be invoked.

FOURTH: The grievance may be submitted to arbitration. The Company and Union shall first endeavour to agree on a single arbitrator and if the parties fail to agree, the three (3) man Arbitration Board shall apply. The Union shall nominate one arbitrator and the Company shall nominate one. Nominations shall be made within forty-eight (48) hours of the Step being taken.

FIFTH: The Arbitrators shall attempt to nominate an impartial arbitrator who shall act as Chairman of the Arbitration Committee. Failing to agree upon such impartial arbitrator within a further twenty-four (24) hour period, the Minister of Labour shall be requested to appoint such impartial arbitrator. In case of a grievance involving the interpretation or violation of this Agreement, the

majority decision of the Arbitration Board shall be final and binding on both parties to this Agreement.

Section 5 In the case of a grievance involving the dismissal of an employee, the first step of this Grievance Procedure may be omitted.

Section 6 It is mutually agreed that the operation of sub-section 1, Section 96 of the Labour Code of B.C. Act shall only be implemented where mutually agreed by the Company and the Union.

Section 7 Any time limit established in this Article XII may be extended by mutual agreement of the parties.

ARTICLE 13 - DISCHARGE CASES

Section 1 In the event an employee be discharged or laid-off and he or she believes that he/she has been unjustly dealt with, such discharge or lay-off shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that an injustice has been dealt an employee, the Company shall reinstate such employee and pay full compensation for time lost, or pay lesser amount as may be agreed upon between the Company and the Union or as may be determined by a Board of Arbitration.

ARTICLE 14 - UNIFORMS AND FOOTWEAR

Section 1 The Employer agrees to provide employees with three (3) shirts and three (3) pairs of trousers.

The Company will launder all shirts and trousers.

- Section 2** (a) The Employer will pay the cost of safety footwear as approved by the Employer to a maximum of \$100.00 annually.

ARTICLE 15 - TOOL ALLOWANCE

Section 1 Employees currently using their own tools will continue to do so. The Company will replace them as and when damaged or lost as long as this privilege is not abused.

Section 2 For employees currently using tools owned by the Employer, this practice will continue unless otherwise mutually agreed upon between the parties.

ARTICLE 16 - HEALTH AND WELFARE

Section 1 The Company agrees to pay fifty percent (50%) of the cost in an employees first two years of employment and one hundred percent (100%) of the cost thereafter required to provide the following benefits with the carriers as indicated.

- (a) Medical - Medical Services Plan of B.C.
- (b) Extended Health Care - C.U. & C. Health Services Society.
- (c) *H.E.P. - C.U. & C. Health Services Society *H.E.P. Plan.
 - (1) Prepaid Drug Plan with no deductible
 - (2) Eyeglass, lenses and frames, to a maximum of \$100.00 per year per person.
 - (3) Hearing Aids to a maximum of \$350.00 per person once every four years.

- (d) Weekly Indemnity Insurance - C.U.& C. Health Services Society.

Weekly benefit - 80% of salary
from - 1st day of accident
from - 4th day of sickness

Length of coverage - 26 weeks
Chronic cases to be covered.

- (e) Group Life Insurance, A.D. & D. An amount equal to the employee's gross earnings for the previous year as per his/her T-4 slip but in no case less than \$10,000.00.

- (f) Dental Coverage as follows:

A - Basic Dental	90%
B - Crowns and Bridges	90%
C - Orthodontics	90%

- Section 2**
- (a) It is understood all employee's dependents shall be covered by the above welfare plans. Eligible dependents shall be wife or husband, and a covered employee's children under the age of 19, or under the age of 25 while attending an education institution provided such person is still dependent on the employee.
- (b) It is understood and agreed that the above benefits coverage shall be applicable on the employee's completion of their probationary period. It is further understood and agreed that all applicable coverage shall continue to be maintained for retired employees and employees on disability pension.
- (c) Any dividends that such plan(s) may accrue shall be put back into the Plan for increased benefits or lower premiums.
- (d) It is understood contributions shall be paid when an employee is off work because of sickness, accident or compensation.

Section 3 The Company agrees that in the event the Union establishes a Union Health and Welfare Plan, it is understood and agreed that meetings will be arranged to discuss such changes and to consider possible implementation during this Agreement.

Section 4 The parties may, by mutual agreement, implement changes in the current health and welfare and/or dental carriers providing, however, that the level of benefits is not reduces.

ARTICLE 17 - JURY DUTY

Section 1 An employee summoned to jury duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for such service, if any, and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply.

Section 2 Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of the normal shift remains to be worked.

ARTICLE 18 - LABOUR DISPUTES

Section 1 The Company agrees that in the event of a legal strike amongst the employees of a concern with which the Company is doing business, it will not ask, require, or in any way force or compel members of the Union to service such a strike bound firm by crossing any established legal picket line(s).

ARTICLE 19 - TECHNOLOGICAL CHANGE/ADVANCE NOTICE/SEVERANCE PAY

Section 1 In the event one or more job opportunities are to be affected by technological change, negotiations will be resumed immediately at the request of either party.

Section 2 Should the Company decide to install new advanced mechanical equipment, change methods, or close down any of its operations that would result in the termination, or lay-off of employees, that it will give the Union and its Committee six (6) months advance notice. It is understood the parties shall then discuss the questions of retraining, relocating or the application of severance pay.

The Company will retain as many qualified employees so affected as possible.

Section 3 When employment is terminated by the Company for reasons other than those set forth under Section 4 below, the Company in addition to accrued vacation pay shall pay:

One half (1/2) weeks current earnings per year in first five (5) years of fraction thereof.

One (1) weeks current earnings for each year or fraction of a year after the first five (5) years up to the actual date of termination.

Section 4 The above shall not apply when an employee resigns or is discharged for cause.

ARTICLE 20 - UNION BUSINESS

- Section 1**
- (a) The Company will grant leave of absence to not more than one (1) employee who is appointed or elected to Union office for a period up to and including One (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after the completion of his term of employment with the Union.
 - (b) The Company will grant leave of absence to not more than one (1) employee who is elected as representative to attend Union Meetings and Union Conventions of the Retail, Wholesale and Department Store Union in order that they may carry out their duties on behalf of the Union.
 - (c) In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Employer will be given due notice in writing; in the case of (a) - sixty (60) calendar days and in the case of (b) - fourteen (14) calendar days.

ARTICLE 21 - HIRING

Section 1 In the event the Company requires additional employees, the Company will cooperated with the Union in that at the time of a new vacancy, it shall

request the Union to provide suitable employee before taking independent action to obtain new employees.

The procedures shall be through the Union Steward who will be given a reasonable amount of time to supply candidates for consideration.

ARTICLE 22 - R.R.S.P. GROUP PLAN

Section 1 For the duration of the current collective agreement between the Company and the Union and any renewals or extensions thereof, the Company agrees to make payments to a Group R.R.S.P. Plan as herein set forth. Such conditions shall be as follows.

Section 2 For each employee covered by the Collective Agreement and who has completed his probationary period the Company will contribute five percent (5%) of his/her gross earnings.

Section 3 Such contributions shall be paid by the Company directly to the fund administrator as decided upon by the participating employees and as may be amended on a yearly basis.

Section 4 A joint committee will be established for the purpose of reviewing the funds earnings, and to make recommendations to the employees. Such committee will meet not less than once each year and will be of equal numbers half to be chosen by the Union, and half by the Company. Said committee shall be not less than two (2) nor more than six (6) unless otherwise agreed to.

ARTICLE 23 - DURATION OF AGREEMENT

The Company and the Union mutually agree that, with respect to the wage rates set out in Appendix "A" hereto, this Agreement shall be retroactive to November 1, 1990. In all other respects, the Agreement shall be effective from the date of executive to October 31, 1992 and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party anytime within four (4) months prior to the expiration of the Agreement. It is mutually agreed that the operation of sub-section 2 of Section 66 of the Labour Code of B.C. Act is specifically excluded from the Agreement. During such period of negotiations this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective duly authorized representative this 28th. day of February 1991.

FOR THE COMPANY

FOR THE UNION

APPENDIX "A"

<u>Job Classification</u>	<u>Rate Eff. Nov. 1, 1990</u>	<u>Rate Eff. Nov. 1, 1991</u>	<u>Rate Eff. Nov. 1, 1992</u>
1. Warehouse Worker & Fork Lift Operator	\$ 17.11*A	\$ 18.14	\$ 19.05
2. Sales Equipment Service Trainee	17.36	18.40	19.32
3. Sales Equipment Serviceman	18.02*B	19.10	20.06
Probationary and Student Rate	Shall be 75% of the rate of the job to which assigned.		

Note:

- *A - Employees in job classification #1 will receive, in addition to the wage increases set out above, a lump sum payment (on execution of this agreement) of \$.50 per hour, times 2080 hours.
- *B - Employees in job classification #3 will receive, in addition to the wage increases set out above, a lump sum payment (on execution of this agreement) of \$.55 per hour, times 2080 hours.

LETTER OF AGREEMENT

BETWEEN: T.C.C. Bottling Ltd., Prince George, B.C.

AND: Brewery, Winery & Distillery Workers, Local 300

Re: Collective Agreement
Executed on Feb. 28th., 1991

- A. The Company agrees that credit will be allowed, at competitive R.R.S.P. interest rates, on the pension contributions which, through Company error, were delayed in forwarding to the Trustee.

- B. If, during the life of the above-mentioned Collective Agreement, a new job category or categories should be established (which are not covered by such Agreement), then the following provisions shall become operative:
 - 1. **Job Vacancies**
 - (a) When a job vacancy occurs, the job shall be posted immediately on the bulletin board for three (3) working days. Applicants wishing to apply for the position shall make a written request in duplicate, one copy to the Company and one copy to the Shop Steward of the Union. Thereafter, within three (3) working days, the Company shall make an appointment. When a senior employee is absent such appointment and all related appointments shall be considered temporary, until the senior employee returns and has had an opportunity to apply as set out below in (b).

 - (b) Employees absent from the Company when a job is posted shall have the right to apply for the job within three days of their return.

2. Promotions

Length of service shall be the governing factor in promotions providing the factors of being capable, merit and ability are relatively equal among those involved. Promotions shall be made to those who are qualified or capable of being qualified with training to perform the work to be done. In the event a senior applicant is not given a trial period, Management shall discuss the matter with the Grievance committee prior to filling the job vacancy.

C. If during the above-mentioned Collective Agreement, the bargaining unit should increase to twenty (20) or more employees, then Sections 2 and 3 of Article XII, grievance procedure, shall be replaced by the following:

Section 2 There shall be a Grievance Committee consisting of three (3) employees in the bargaining unit, designated by the Union and who are actually then in the employ of the Company and who will be afforded such time off as may reasonably be required to attend meetings with the Management, held at the request of the Management or the Grievance Committee. Minutes of the meeting shall be kept, signed by both parties, one copy to be retained by the Company and one by the Union and a copy to be posted on the bulletin board.

Section 3 The union agrees to advise the Company of the names of members of the Grievance Committee in writing and also of any changes from time to time.

D. **Re: Mr. Lester Pearson**

The Company agrees that it will maintain the insurance coverage referred to in Article XVI, Section 1 (b), 1(c), 1(e) and 1(f) and Section 2 for Mr. Pearson, so long as he lives, up to January 1, 2000, at the Company's cost. This Agreement may be subject to review and possible amendment thereafter.

In consideration of this Agreement, it is further agreed that Mr. Pearson's grievance of September 22, 1989 (re: chronic sickness/disability cases) shall be withdrawn and shall not proceed to arbitration.

In addition, Mr. Pearson will qualify for severance pay in the amount of \$13,500.00.

E. The Company agrees that product will be made available to all employees in the Bargaining Unit on the same basis and discounted price as product is sold to all other non-management personnel at Prince George.

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN: **T.C.C. Bottling Ltd., Prince George, B.C.**

AND: **Brewery, Winery & Distillery Workers, Local 300**

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

1. Candidates for a posted job vacancy as a Sales Equipment Service Trainee shall:
 - (a) Successfully complete an appropriate aptitude test prior to appointment; and
 - (b) Hold a valid, appropriate driver's licence.

2. The successful candidate for a posted vacancy in the position of Sales Equipment Service Trainee will undertake such training as described in the training manual.

3. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of a Sales Equipment Service Trainee. In such event, the employee shall revert to his former position and, in so doing, shall displace the employee who succeeded him in that position.

4. The training program referred to herein currently consists of a correspondence course administered by independent organization (I.C.S.), various training sessions organized by the Company and/or equipment suppliers and on-the-job training totalling 2000 hours of practical experience as Sales Equipment Service Trainee. There will be no charge to the employee for the training program.

5. On completion of the training program (2000 hours including demonstration of the required knowledge, skills, etc.), a Sales Equipment Service Trainee shall thereupon be reclassified and paid as a Sales Equipment Serviceman.

It is also agreed that existing Sales Equipment Servicemen shall be "grandfathered" into the category but will be encouraged to participate in the training program outlined herein.

DATED AT Prince George, British Columbia this 28th. day of February, 1991.

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING

Re: Prince George Collective Agreement Executed February 28, 1991

The Company agrees that, during the lift of the above-mentioned Collective Agreement, the following arrangements will apply to employees covered by such Agreement.

Reduced Work Week

Employees shall work a forty hour week. Employees working a minimum of thirty-eight hours a week shall be deemed to have worked forty hours and shall be entitled to two hours paid time off. Such time to be accumulated each year to December 31st and taken as paid time off in January, February, March or October or in such other non prime time period as may be mutually agreed. Prime times are May through September, November and December. Working means "on site" except will include Holidays, Bereavement Leave and Jury Duty for the purposes of qualifying for reduced work week accumulation of two (2) hours paid time off.

At least half of the accumulated reduced work week benefits must be taken by staff during January, February, March or October. The balance of reduced work week benefits will be scheduled as follows:

Management shall post a reduced work week planned on November 1st of each year. It shall be removed on December 15th. Employees shall state their preference for the use of the remaining reduced work week benefits. In the event an employee does not indicate a preference which meets with the exigencies of production scheduling, the employer will schedule the time off or pay out the

accumulated benefits at its discretion. In the case of conflicting time preference, seniority shall prevail.

It is understood and agreed that the provisions of this letter shall be just as binding upon the Company as if such provisions had been included in the above-mentioned Collective Agreement.

MEMORANDUM OF AGREEMENT

COCA COLA BOTTLING LTD.

and

**BREWERY, WINERY & DISTILLERY WORKERS,
LOCAL 300**

1. The Union and each member of the Union negotiating committee hereby agree to unanimously recommend to the employees in the bargaining unit that this memorandum including the attached amendments be ratified.
2. The members of the Company negotiating committee hereby agree to unanimously recommend that the Company ratify this memorandum including the attached amendments.
3. Upon ratification by the employees and by the Company, the collective agreement will be amended accordingly and shall constitute a new collective agreement for the period 1993 - 1996.
4. Unless otherwise specified all amendments shall come into force on March 1, 1994.
5. AGREED at Prince George, B.C. this 10th. day of February, 1994.

FOR THE UNION:

FOR THE COMPANY:

1. Wherever referred to in the collective agreement, amend the Company name to read "Coca Cola Bottling Ltd."
2. Heading Article 2 - Union Recognition.
Renumber present section 1 as Section 1 (a) and add the following new sections.
 - (b) Only members in good standing of the Union (Local 300) shall be employed in the bargaining unit of the Company save those employees coming within the exceptions set forth in Article (1) Section (1).
 - (c) Employment Opportunities

The Union reserves the right to refer qualified Union members from the Prince George area for interviews to fill any job vacancies which may occur. Should these applicants be unsuccessful the Union shall be so advised in writing.

- (d) In the event there are no qualified Union members available, the Company may hire other people on permit cards as long as such employment does not cause any layoff to regular Union members. All such extra help must obtain a permit card from the Union before going to work.

3. Article 2 Section 5 (b) - Amend to read as follows:

...and maintenance normally performed by members of the bargaining unit, ...

4. Article 3 Section (1) - Amend last sentence to read as follows:

All employees, as a condition of employment, shall pay Union Dues in the amount prescribed by the Brewery, Winery and Distillery Workers Local 300 (currently 1.5% of gross wages).

5. Article 3, Section (2)(a) - Amend the first sentence to read as follows:

Upon written authorization by the employee, the Company agrees to deduct from each pay received Union Dues as prescribed in Article 3(1) above.

6. Article 3 Section (2)(b)

Delete point # 1 in this Article and renumber subsequent points accordingly.

7. Article 4 add new Section (1)(a) To read as follows:

The Company and the Union hereby agree to the implementation of a two (2) week shift rotation schedule. The Employer shall post the schedule prior to the Employee's quitting time on the Friday prior to the implementation of the new schedule. In the event an employee's posted shift is to be changed by the Employer, the affected employee shall be given forty-eight (48) hours notice of such change. Should this notice not be given, the employee shall work his originally scheduled shift.

8. Article 4 Section (2)(d)

Change "Dominion Day" to read "Canada Day".

Change "December 24" to read "The third Monday in February in each year".

9. Article 4 Section 5(e) - Add new

Notwithstanding Section 5(d) above the Company will endeavour to recall qualified employees on layoff in order of their seniority to work the overtime prior to implementing the mandatory overtime provisions referred to in that Article.

10. Article 5 - Wages - Amend Appendix A to read as follows:

APPENDIX "A"

<u>Job Classification</u>	<u>Rate Eff. Nov. 1, 1993</u>	<u>Rate Eff. Nov. 1, 1994</u>	<u>Rate Eff. Nov. 1, 1995</u>
1. Warehouse Worker & Forklift Operator	\$19.34	\$19.62	\$19.81
2. Sales Equipment Service Trainee	\$19.61	\$19.90	\$20.10
3. Sales Equipment Serviceman	\$20.36	\$20.66	\$20.86

Probationary and Student Rate Shall be 75% of the rate of the job to which assigned.

11. Article 5 Section (4) - Renumber present Section 4 as 4(a) and add new section 4(b) to read as follows:

The Company agrees to implement a direct deposit payroll system during the life of this Collective Agreement.

12. Article 6 Section (2) - Amend heading to read "Layoff and Recall" and amend the language as follows:

Seniority shall be the deciding factor governing layoffs and recall (ie. the last hired shall be the first layed off, the last layed off shall be the first recalled) providing the senior employee has the capabilities to satisfactorily perform the work to be done.

13. Article 9 Section (1) - Amend to read as follows:

Employees who have completed their probationary period when layed off shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice if said layoff is anticipated to be for a period of two (2) months or longer.

14. Article 10 Section (3) - Amend the last sentence in this section to read as follows:

...for the years of service...

15. Article 10 Section (7a) - Amend to read as follows:

All employees who are entitled to two (2) or more weeks of vacation per year shall be granted a minimum of two (2) consecutive weeks during the period June 15 to

September 15. The Employer shall allow a minimum of two (2) employees to be away at once.

During any week where less than two (2) employees have scheduled their vacation, employees who have vacation entitlement in excess of two (2) weeks shall be permitted to schedule an additional week during this period by mutual agreement. Requests for this additional week of vacation time shall be on a first come, first served basis, however in the event of conflict, the senior employee shall be granted the additional week.

16. Article 14 Section (1) - Amend to read as follows:

The Employer agrees to provide employees with three (3) shirts and three (3) pairs of trousers. The Company will continue to dry clean company jackets.

17. Article 19 Section (3) - Amend this clause to read as follows:

When employment is terminated by the Company for reasons other than those set forth under Section 4, below, the Company in addition to accrued vacation pay shall pay:

One (1) weeks current earnings for each year or fraction of a year up to the actual date of termination.

Section 4: The above shall not apply when an employee resigns or is discharged for cause.

18. Article 21 Section (1) - Amend the first sentence to read as follows:

In the event that the Company requires additional employees, the Company will cooperate with the Union in that at the time of the new vacancy, it shall request the Union to provide suitable employees in accordance with Article 2 of this agreement before taking independent action to obtain new employees.

The balance of this Article remains as is.

19. Article 22 - Duration - Amend to read as follows:

The Company and the Union mutually agree that, with respect to the wage rates set out in Appendix "A" hereto, this Agreement shall be retroactive to November 1, 1993. In all other respects the Agreement shall be effective from the date of execution to October 31, 1996 and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party anytime within four (4) months prior to the expiration of the Agreement. It is mutually agreed that the operation of Section 50, Subsections 2 and 3 of the

Labour Code of B.C. are specifically excluded from the Agreement. During such period of negotiations this Agreement shall remain in full force and effect.

- 20. The "Accumulated Time Off Agreement" is hereby extended for the duration of the revised Collective Agreement.
- 21. The parties mutually agree to renew all "Letters of Understanding" for the duration of the Agreement.

Signed in Prince George this _____ day of _____, 1994.

FOR THE UNION

FOR THE COMPANY

December 1, 1994

Randy Mullock
Sales Manager
Coca-Cola Bottling, Prince George
405 2nd Avenue
Prince George, B.C.
V2L 2Z6

Dear Randy,

As promised I am Faxing along with this letter the unsigned "Memorandum" as we feel it should read. We have compared this document to the revised collective agreements that you sent down and wish to advise of the following minor discrepancies.

1. Article 2 was supposed to be amended to read as follows:

Heading Article 2 - Union Recognition.

Renumber present section 1 as Section 1 (a) and add the following new sections.

(b) Only members in good standing of the Union (Local 300) shall be employed in the bargaining unit of the Company save those employees coming within the exceptions set forth in Article (1) Section (1).

(c) Employment Opportunities

The Union reserves the right to refer qualified Union members from the Prince George area for interviews to fill any job vacancies which may occur. Should these applicants be unsuccessful the Union shall be so advised in writing.

(d) In the event there are no qualified Union members available, the Company may hire other people on permit cards as long as such employment does not cause any layoff to regular Union members. All such extra help must obtain a permit card from the Union before going to work.

2. At point 9 of our memorandum, reference is made to implementing a direct payroll system but this does not appear in Article 5 of the agreement. If the company has already instituted this system it may not be necessary, please advise.
3. In Article 10, section 3, there is an existing typo that was supposed to be corrected. The word year should be years.
4. In Article 14, section 1, the following sentence was supposed to be added: "The Company will continue to dryclean the company jackets".
5. Article 22 - Duration - The reference to subsection 2 of section 66 of the Labour Code of B.C. should be updated to read: section 50 subsections 2 and 3 of the Labour Code of B.C.

Everything else looks fine and if you could amend and forward the amended pages to us, we will insert, sign and return as requested.

If you have any questions or concerns call me at 1-800-663-6583.

Our apologies for taking so long with this issue.

Yours truly,

Rick Sutherland
Business Agent &
Corresponding Secretary
Local 300

RS/dc
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