

COLLECTIVE AGREEMENT

BETWEEN

**COCA-COLA BOTTLING COMPANY
(KOOTENAY AGREEMENT)**

AND

TEAMSTERS LOCAL UNION No. 213

October 1st, 2001 - April 3rd, 2006

DON McGILL
Secretary-Treasurer

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COCA-COLA BOTTLING COMPANY

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THIS AGREEMENT entered into this day of , 2003.

BETWEEN: **COCA-COLA BOTTLING COMPANY**
Incorporated under the laws of British
Columbia and having its place of business at
#3, 1139 B Industrial Road, Cranbrook, and
1370 Forest Road, Castlegar
Province of British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213**
of the International Brotherhood of
Teamsters;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

PREAMBLE:

The purpose and intent of this agreement is to provide a basis of mutual understanding on the working and economic condition between Employees and Employer and to promote the continuance of a harmonious existence between Employees and Employer and to enable the Company to continue to render the best possible service, consistent with fair treatment for the employees covered by this agreement all in the spirit of full and mutual co-operation.

ARTICLE 1 DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining Agency of all employees as set out in the Certificate of Bargaining Authority and shall include Part-time employees in the unit, employed at and from #3, 1139B Industrial Road, Cranbrook, B. C., and at and from 1370 Forest Road, Castlegar, B.C.
- (b) The term Regular full time employee and part-time employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. In the event that any person is taken into employment (i.e. performs work of any kind) and there is no wage rate contained in this Agreement for the job which that person would be doing, then the Union and the Employer shall immediately negotiate a wage rate for that person. Failure to agree by the parties, either party shall have the right to have the matter referred to a Board of Arbitration as contained in this Agreement.

(c) All work within the Bargaining Unit shall be performed only by those persons coming within the Bargaining Unit who are members of the Union prescribed herein, or who are eligible to become members under Article Three (3) herein, except for work of an instructional or emergency nature or due to the non-availability of Bargaining Unit personnel. Abuse of this provision shall be cause for a Grievance. The Employer agrees that there will be no lay-off, reduction in the hours of work of any employee, or postponement of recall of any employee on lay-off by reason of the performance of such work by persons other than members of the Bargaining Unit.

(d) A part-time employee shall mean an employee who is hired to work in the bargaining unit on a part-time basis and will accumulate seniority based on hours worked not on the hire date. Part-time employees may be required to work in excess of 24 hours per week for purposes of replacing absent full-time employees (due to sickness, vacation, leave of absence, etc.) and during peak and/or seasonal business periods.

A part-time employee will not be eligible for benefits as outlined under Appendix "B" and Appendix "C".

A part-time employee will only be used when all other full time employees are fully employed.

Part-time employees will be called in on a seniority basis from the part-time seniority list, separately in each Company location. There will be a maximum of three (3) persons part-time in each location.

A part-time employee who is subsequently accepted by the Employer as a regular full time employee shall have his seniority date as his date of hire as a part-time employee.

(e) Notwithstanding the provisions of Article 1(a) herein, all employees of the Employer, employed in the capacity of "Account Managers" and "Administrative Assistants" shall be excluded from the bargaining unit.

ARTICLE 2 DURATION OF AGREEMENT

(a) This Agreement shall be for the period from and including October 1st, 2001 to and

including April 3rd, 2006. Either party to this Agreement may within four months immediately preceding the expiry date, give to the party, written notice to commence Collective Bargaining.

- (b) After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment, as set out in this Agreement will be observed and not varied, except by the parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

ARTICLE 3 UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whomever he chooses, subject to the Seniority provisions contained herein, but it shall so notify the Union Hiring Hall so that the Union may have the opportunity to provide the Employer with suitable applicants. It is understood that refusing to employ a referral by the Union shall not be subject to the Grievance Procedure of this Agreement.

The Employer further agrees that he shall not employ or continue to employ in any job coming under this Agreement, any person who is otherwise employed by another employer or any sub-contractor.

- (b) The Employer agrees however, that when he does hire new employees he will have each new employee fill in the required membership cards supplied by the Union before commencing actual work, and shall remit such cards directly to the Union. All employees shall be required to be a member of the Union as a condition of employment with the Employer, excepting that employees who will be hired for less than 15 calendar days shall not be required to join the Union, but shall be covered by the provisions of (d) herein.
- (c) Should any employee covered by this bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee, only after the Union has given the Company the results of an investigation.
- (d) The Employer shall deduct from each employee an amount equal to the Union's dues and levies, from the employee's first (1st) payroll cheque and add that employee's name and the said amount to the closest applicable checkoff. (i.e. If the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following

month's checkoff and shown as the previous month worked.)

ARTICLE 4 DEDUCTION OF DUES, ETC.

- (a) The Union shall mail to the Employer a checkoff form, in duplicate, setting out the names of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in Article 3 (d) herein. The checkoff shall be submitted in accordance with the Constitution and By-Laws of the Union of which he is a member.

All employees referred to above will be required to sign authorization for check-off of Union dues and levies which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.

- (b) The Employer shall deduct and pay over to the Secretary of the Union, any monthly dues and levies, levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union, not later than the fifteenth (15th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

ARTICLE 5 UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, to any man or woman who is serving as a Union delegate to any Conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit from each location absent at any one (1) time. During such leave of absence in excess of one (1) week, the Employer shall not be responsible for payment of wages to the employee nor for the making of contributions to pension funds, life insurance or any other payments required to be made by the Employer under this Agreement.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him or her from reporting to work, he or she will automatically be granted leave of absence, without pay, until such time as their Doctor states they can return to work. Such absence will not exceed one (1) calendar year except by mutual

consent of the parties. Absence of more than two (2) days must be substantiated by a doctor's certificate only if the Employer requests such certificate at the time the employee reports he or she is going to be absent. On the first day of absence the employee must report his intentions at least one hour prior to shift time to his supervisor and on the day of return he must report his intention to his supervisor during the previous day's shift.

- (d)
 - (i) When requirements of the Company's services will permit any employees hereunder, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence in writing (with a copy to the Union) for a period of thirty (30) calendar days. Under such leaves, the employee shall retain and accrue seniority only.
 - (ii) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing, and seniority will accrue during such extensions.
 - (iii) Any employee hereunder on leave of absence or annual vacation engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.
 - (iv) In the event the Company grants written leave of absence, with a copy to the Union, to an employee who has suffered the revocation of his driver's licence, it shall not be a violation of this Agreement for that employee to accept employment elsewhere. The employee may only take advantage of this provision once while in the employ of the Employer.
 - (v) Any employee requesting leave of absence for compassionate reasons shall not be unreasonably denied such request.
- (e) When an employee suffers an injury or illness which requires his or her absence, he shall report the fact to the Employer as soon as possible, prior to his actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- (f) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the former unit. Notice shall be given to the Union in writing prior to the employee leaving the bargaining unit.

Not later than on the ninetieth (90th) calendar day of this period the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for

any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

- (g) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence and if he attends the funeral he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral and the day after the funeral for a maximum of four (4) days.

Members of the employee's family are defined as the employee's husband, wife, mother, father, step-parents, children, sister, brother, grandparents, and grandchildren.

A one (1) day leave of absence with full pay will be granted in the event of death of a mother or father-in-law, and sister or brother-in-law.

Upon giving twenty-four (24) hours notice, an employee shall be granted time off, without pay, for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

- (h) All time lost by a Regular full time employee due to necessary attendance of Jury Duty or Court proceedings where subpoenaed as a Witness shall be paid for at the rate of pay applicable to said Regular full time employee. Any Regular full time employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practicable. All Jury Duty pay or witness payment received by the Regular full time employee from the Courts shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer. The Company's obligation to pay is limited to a maximum of sixty (60) days in any calendar year, and in order to be paid under this Article a Regular full time employee must meet all of the following eligibility requirements.

- (i) The Regular full time employee shall have passed his probationary period as of the date of commencement of the Jury Duty.
- (ii) The Regular full time employee shall have given prior notice to the Company that he has been summoned for Jury Duty.
- (iii) The Regular full time employee shall furnish satisfactory evidence to the Company that he reported for or performed Jury Duty on the days for which he claims payment.
- (iv) Regular full time employees on leave of absence, vacation or on normal days off will not receive payment.

- (i) When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period not to exceed five (5) years or until such time as his job with the Union ceases whichever is lesser. During such leave of absence, the Employer shall not be responsible for payment of wages to the employee for the making of contributions to pension funds, life insurance or any other payments required to be made by the Employer under this Agreement. The time so spent shall be added to seniority.

ARTICLE 6 SHOP STEWARD

- (a) There shall be a Shop Steward appointed from each Company location covered by this Agreement, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to the Sales Supervisor, who shall promptly deal with same. Such Shop Steward shall be appointed by the Union and shall be an employee of the place in which he is a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violation of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations, as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- (d) The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.
- (e) Shop Stewards shall be allowed to take up grievances during working hours but it shall be performed expeditiously and the Shop Steward shall first request permission from his supervisor to leave his position, which will not be unduly withheld. The provisions of this Section shall not, in any event, be abused.
- (f) The Shop Steward, or another representative of the Union, shall be present whenever an employee receives a reprimand, suspension or discharge, at which time the reason for such discipline will be given. All instances of disciplinary action

(reprimand, suspension or discharge) shall be confirmed in writing by the Company to the employee and the Union, within seventy-two (72) hours of the issuance of such discipline. This seventy-two (72) hour period is exclusive of Saturdays, Sundays and General Holidays. An employee shall receive notice of pending disciplinary action within three (3) working shifts of the alleged infraction becoming known to the Company.

ARTICLE 7 WORK CLOTHES AND EQUIPMENT

- (a) The Employer shall provide, on the following basis, to all regular full-time employees, who have completed sixty (60) working days, with complete uniforms, the components of which will be replaced on an as-required basis. In addition, employees who are required to work outside shall be provided with a vest and a three-in-one jacket.
- (b) A uniform as described above remains the property of the Company and shall not be worn when an employee is not on duty.
- (c) These uniforms shall be cleaned and maintained on a regular basis.
- (d) Employees will be required to sign for all uniforms, tools and equipment and will be held financially responsible for abuse, neglect or loss of such uniforms and equipment unless it is beyond employee's control.
- (e) The Employer shall provide safety equipment as required by the Workers' Compensation Board, without charge, including safety glasses. The Company will supply prescription lenses if required. Replacement will only be made if glasses are damaged or destroyed during normal working hours.
- (f) A hand truck in good working condition shall be supplied to each Route truck.
- (g) (i) The Company shall provide one (1) pair of leather gloves for drivers. These shall be replaced when the need is obvious.

(ii) Effective January 1st, 2003, regular full-time employees shall be provided with an annual Safety Shoe Allowance of \$150.00 and they may purchase approved safety footwear from the supplier of their choice. Effective January 1st, 2004, the foregoing amount of \$150.00 shall be increased to \$160.00. On presentation to the Company of the original receipt for the purchase of same, the Company shall reimburse the employee up to the annual maximum. Any cost in excess of the annual maximum shall be paid by the employee. To meet the required safety standards, all such footwear must have steel toe caps and puncture resistant soles (green patch).

Part-time employees shall supply their own safety footwear, as required to be

worn by the Company.

Where a part-time employee is accepted as a regular, full-time employee, he shall become entitled to the annual allowance on a pro rata basis, determined by his date of transfer to full-time status.

- (h) Uniforms will be ordered twice a year. Orders will be placed on April 30th and September 30th of each year.
- (i) The Parties agree and 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 are necessary. In addition to Uniforms, the personal appearance of employees is important. Therefore, employees must be clean shaven at all times except a neatly trimmed moustache is permitted. Neatly trimmed sideburns are permitted, but must not extend below the earlobe. Hair must be neatly trimmed, well groomed and must not extend beyond the collar at the neckline. Hair styles for employees shall not preclude the wearing of a uniform hat. Earrings are not permissible.

ARTICLE 8 UNION NOTICES

The Employer agrees to provide space that is readily accessible for the Official Union notices of direct interest to the employees and that there shall be no interference by the Employer with said notices. However, prior to any notice being posted, Management approval must be obtained.

The following items shall be posted on the Notice Board:

- (i) A current copy of the Collective Agreement;
- (ii) An up to date copy of the Seniority List, to be revised as employees are added or deleted with a copy to the Union.

ARTICLE 9 CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or contract with 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 Canada, any such agreement will be null and void.

Management agrees that before effecting any wage rate other than those set out in this Agreement, they shall first discuss same with the Union Agent. No changes shall apply unless coming under the provisions of Article 13 or 14 of this Agreement.

ARTICLE 10 PROTECTION OF RIGHTS - STRIKES AND WORK STOPPAGES

(a) **Picket Lines**

It shall not be a violation of this Agreement or cause for discharge if an employee refuses to cross a legal picket line.

(b) **Unfair Jobs**

It shall not be considered a violation of this Agreement or reason for discharge, if an employee refuses to deliver to a construction job or project which has been considered unfair by the British Columbia and Yukon Territory Building and Construction Trades Council or any of its affiliated area Building Trades Councils. Whenever the Union has information concerning any such unfair job or project, it shall immediately notify the Company.

(c) **Strike and Lockout**

During the term of this Agreement, there shall be no lockout by the Company, and no strike, stoppage of work or slow down, either partial or general, authorized by the Union.

ARTICLE 11 TRANSFER TITLE OR INTEREST

(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 is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

(b) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union after the time the Employer executed the contract of sale, transfer or lease. The Union shall also be informed of the nature of the transaction, not including financial details.

In the event the Employer fails to give notice as herein required, or fails to provide the Union with particulars herein required, the Employer shall be liable to the Union and to the employees covered by this Agreement for all loss or damages sustained as a result of such failure.

(c) It shall be a violation of this Agreement for the Company to require that an employee purchase truck, tractor and/or tractor and trailer, or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

ARTICLE 12 GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this contract, which concerns the interpretation or application of the terms and provisions of this contract, shall be considered a grievance.

Any grievance which involves suspension or discharge must be presented within ten (10) days following the event giving rise to such grievance. All other grievances shall be submitted within thirty (30) days of their occurrence. Any grievance not submitted as above shall be considered waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The Steps of the Grievance Procedure shall be as follows:

(i) The employee together with the Shop Steward employed by the Employer, shall take his grievance up with the respective Foreman or Supervisor, as the case may be and the grievance dealt with as soon as possible.

(ii) Should a solution not be reached within seven (7) days by step (i) then an Officer or Officers of the Union, accompanied by the employee and the Shop Steward, if the Union wished, shall discuss the matter with the Manager. This shall in no way prevent the Union from taking up any grievance without any or all employees taking up the matter or matters for personal reasons or where it affects Union policy or the entire bargaining unit. If a solution is reached then this shall be final, and no other management or Union personnel shall have the right to overrule any decision made hereunder by the Foreman or Supervisor, or Union Representative, if a decision is made under Step (i) to resolve a dispute.

Failing settlement of the dispute at the stage where the Union Representative and the Management meet, as set out above, the matter shall be taken to Arbitration as set out herein within seven (7) days of the last meeting.

- (3) (i) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.

(ii) The arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour to appoint a third member.

If the Arbitration Board finds (or if at any earlier

stage of the Grievance Procedure it is found) that an employee has been suspended or discharged without proper cause or improperly laid off, that the employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge or suspension had not taken place, or if an Arbitration Board finds (or if at an earlier stage of the Grievance Procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Employer and paid all pay which he would have enjoyed if he had been hired at the proper time, provided that if it is shown to the Board that the Employee has been in receipt of wages during the period between discharge or suspension and reinstatement or improper layoff or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted, and PROVIDED THAT the Arbitration Board if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the right to order the Employer to pay less than the full amount of wages lost.

- (iii) The Board of Arbitration shall have the power to determine whether a particular issue is arbitrable under this Agreement.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in this Agreement or to give any decision inconsistent with the terms of this Agreement.

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will equally bear the expenses if any, of the Chairman.

- (d) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, then the Employer shall pay for all time lost by an employee due to such employee or employees being called on to appear as a witness, but this shall not, in any event, be abused.
- (e) Notwithstanding the other provisions of this Agreement, if an authorized Agent of the Union claims a violation of this Agreement, he or any other authorized Agent of the Union may invoke the Grievance Procedure contained herein at Step (b)

(ii) as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

ARTICLE 13 JOB POSTING, ETC.

(a) Job Bidding Within Group

The Company agrees that permanent positions will not be reduced by the employment of part-time employees.

In the event that any employee leaves a job or a new job is created or new equipment is installed, the Employer shall post a notice on the Bulletin Board at the location notifying that a vacancy exists in a particular job, within five (5) days of occurrence of the vacancies, giving the details of the job, rates of pay, etc. Employees at that location within the group in which vacancy exists desiring such job shall then apply in writing, within three (3) days of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who can qualify within five (5) days, shall receive such job. The senior employee applying who has the skill and ability to do the job with reasonable efficiency, shall receive such job. Any employee shall be limited to two (2) such successful bids in any twelve (12) month period. It is understood that the vacancy may be filled temporarily for the three (3) day period, or until such time as an employee on vacation has the opportunity of bidding.

It is further understood that employees may apply for lower paid jobs as well as higher paid jobs. It is understood that there shall be no bidding on vacancies of thirty (30) working days or less.

All employees shall be limited to two (2) such successful bids in any twelve (12) month period.

(b) Job Bidding Between Groups

The successful applicant shall be on probation in his new job for twenty-one (21) working days during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned. The employee in the new position will be on new list from the date started with the Company.

The Union shall receive copies of all the postings and the assignments of the postings.

Where an employee is returned to his former position, the next senior-most capable and qualified employee who has signed the original positing shall be placed into the job and the job shall not be re-posted, unless as required pursuant to the provisions of Article 13(c), below.

- (3) Where there is no suitable candidate at the location where the vacancy exists, the job shall then be posted at the other Company location and shall, where possible, be filled by the senior most qualified employee at that other location.

Where an employee moves, as a result of "Job Bidding" between Company locations, he will forfeit his acquired Seniority Rights but maintain his Company service for purposes of vacation entitlement and Pension.

ARTICLE 14 **CHANGE IN WORKING ASSIGNMENTS OR JOB CONTENT,
ETC.**

- (1) In the event the Employer proposes the introduction of equipment in its operation requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting Procedure of the Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualified, with the requirements of an independent aptitude test, if required by the Employer. Cost of such test to be borne by the Employer. Any employee taking such a test is entitled to know the results of such test. The Employer further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change prior to its installation. Failure on the part of the Employer to comply with these provisions will automatically give cause for a grievance.

- (b) **Change in Working Conditions**

Notwithstanding the other provisions of this Agreement, wherever the Employer alters or otherwise affects a substantial or major change in the working conditions of any employee, which it is claimed is not provided for herein, such alteration or change shall become a matter for negotiation, or failing agreement, for Arbitration under the terms provided elsewhere in this Agreement.

- (c) Where the vacancy is a new job not heretofore performed in the establishment, and it falls within the scope of this Agreement, the Employer and the Union shall attempt to negotiate a wage rate for the job and failing to agree, the Employer shall establish a wage rate and the Union shall have the right to seek a revision under the

provisions of the Grievance Procedure.

ARTICLE 15 PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis or on a semi-monthly basis, all wages earned by such employees to a day not more than five (5) days prior to the day of payment, and each employee's cheque shall be paid directly to him on such pay day.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statements shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable and all commissions and all deductions made from the gross amount of wages. Laid-off employees shall receive their separation certificate, at the employee's request.
- (c) When there is an error of short payment or any other type of error, this shall be corrected and any other monies owing be paid not later than two (2) working days from the date the Employer's Payroll Official is notified of the error, providing, however that amounts less than \$10.00 will be paid on the next pay day.
- (d) All employees shall have their Union dues shown on their T-4 slips each year.

ARTICLE 16 ANNUAL VACATIONS

- (a) Not later than March 1st of each year, the Employer shall post a vacation list on the Bulletin Board, and each regular employee shall apply for his or her vacation on such list showing first and second choice of time, and such request must be completed by April the 1st of each year. Once such list is completed and approved by Management, vacations shall not be altered except by mutual consent of both parties.

It is understood that in order not to disrupt or curtail the operation, management reserves the right to limit the number of employees to be on vacation at any one time. Any conflict in dates by employees shall be settled by senior employees having first choice.

Such vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the sole right to decide whether their vacations shall be in one period or split. If employees so choose, their vacations must be given between May 1st and September 30th each year. However, employees so taking their vacation during the aforesaid period of time may only take two (2) consecutive weeks of vacation. Employees taking their vacation either before or after the aforesaid period of time may take it in one (1) unbroken period. Once during the

duration of the collective agreement an employee can take three (3) consecutive weeks vacation during the peak season. Not more than one employee per seniority group in each location can exercise this right in the same year.

- (b) Regular full time employees who have previously completed or subsequently complete one (1) year and up to three (3) years as an employee shall receive two (2) consecutive weeks vacation of fourteen (14) days with eighty (80) hours pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (c) Regular full time employees who have previously completed or subsequently complete three (3) years as an employee shall receive three (3) consecutive weeks vacation of twenty-one (21) days with one hundred and twenty (120) hours pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (d) Regular full time employees who have previously completed or subsequently complete nine (9) years as an employee and thereafter as an employee, shall receive four (4) weeks vacation of twenty-eight (28) days with one hundred and sixty (160) hours pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (e) Regular full time employees who have previously completed or subsequently complete sixteen (16) or more years of continuous service with the Employer shall receive five (5) weeks vacation or thirty-five (35) consecutive days with pay during one (1) calendar year based on ten percent (10%) of their gross annual earnings, or two hundred (200) hours pay at the rate they were receiving at the date of taking their vacation, whichever is the greater.
- (f) For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of one thousand two hundred (1200) hours in an employee's calendar year running from anniversary to anniversary date, he shall be eligible for vacations as above set forth.
- (g) In the event that a Regular full time employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer, or as in (c)

herein.

- (h) In the event of a Regular full time employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (i) Regular payroll deposit(s) will continue during the period of an employee's vacation. The Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (ie: on a percentage basis or weekly wages), and shall include all overtime payment, commissions, or anything of a monetary value on which the employee has to pay income tax.
- (j) All employees who have not been continuously employed as per Article 16 (f) shall be entitled to vacations based on the calendar years of service they have with the Employer regardless of the hours they work in each or any calendar year during this employment. Their holiday pay shall only be calculated on the percentage basis as set out in Sections (c), (d) and (e) herein. (Does not apply to Seasonal Employees.)
 - (i) Vacations cannot be combined for two (2) years by using this allowance.
 - (ii) Hourly paid employees will receive either 80, 120, 160, or 200 hours pay at their current rate, and an adjustment will be made at their anniversary date.
 - (iii) This formula does not alter any other terms of the contract so far as seniority for vacation or consecutive weeks during May - September period, or any other terms.
- (k) Should it be mutually agreed by Employer and employee, vacations taken between January 15th and April 15th and October 1st to November 15th, employees shall receive one (1) additional week's vacation with pay, provided that no banked overtime days as accumulated at Article 20 (g) are taken in the period between May 1st and September 30th.
- (l) Continuous service shall include absence due to any illness or accident and such absence will be deemed to be time worked for the purpose of vacation entitlement and pay.
- (m) Part-time employees will be paid out their vacation on an annual basis.

ARTICLE 17 GENERAL HOLIDAYS

- (a) It is agreed that all Regular full time employees after fifteen (15) working days

employment shall be entitled to the following General Holidays, with pay, based on eight (8) hours of their applicable rate plus any applicable shift premiums.

New Year's Day	Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day	B.C. Day
Christmas Day	Boxing Day	Good Friday
Labour Day		

- (i) All Regular full time employees shall receive two (2) additional Holidays as "floaters". These days shall be taken at a time mutually agreed to between employee and management. It is understood that the employee will provide management with thirty (30) days notice of his/her desire to use such days. These "floater" days may be taken in conjunction with a weekend.
 - (ii) Part-time employees' General Holidays will be paid on the formula as established by the B.C. Employment Standards.
- (b) The Employer agrees that if during the life of this Agreement or any subsequent Agreement, that either the Federal or Provincial Government declares any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.
 - (c) Regular full time employees shall be entitled to each General Holiday even if it falls on his weekly days off (Saturday or Sunday), or on his annual vacation, or on Jury Duty or Bereavement Leave. The employee shall be given a day off with pay at a mutually agreed time.
 - (d) Other employees who are required to work a shift which commences at any time during the General Holiday shall in addition to their regular Holiday pay be paid one and one-half (1½) times their hourly rate for the first four (4) hours and double time (2X) their hourly rate for the remaining hours during that shift.
 - (e) It is agreed that the General Holiday shall take place when specified as a legal holiday by the Federal or B.C. Provincial Government.
 - (f) Employees shall be entitled to be paid for all holidays specified in 17(a) whether they fall on a regular scheduled work day or not provided that to qualify for the benefits of this Section in respect to any one of the said holidays, an employee must have worked the last scheduled work day preceding such holiday and the first scheduled working day following such holiday, except as set forth in (g) below.
 - (g) Each Regular full time employee who is absent due to (a) verified illness, (b) non-compensable accident, or (c) compensable accident when a General Holiday set out above occurs, shall be paid a full day's wages for such day based on the rate of pay he was receiving the last day he worked prior to his absence to a maximum of one (1) year for recognized claim.

- (h) If the employee wishes, he may have the Employer use such monies that he would be entitled to in paragraph (g) above to pay his Union dues and any other payment required by law or the terms of the Agreement.
- (i) Employees required to work a General Holiday shall be paid on the following basis:

Hourly paid employees shall receive their General Holiday pay as per Article 17 (d), four (4) hours minimum whichever is the greater.
- (j) General Holiday is to be considered as time worked.

ARTICLE 18 SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer no later than the day following his discharge.
- (b) If an employee quits the Employer of his own accord, the Employer may withhold payment for six (6) calendar days after the employee quitting but must pay on the sixth (6th) day.
- (c) The Employer shall give a Record of Employment Certificate to any employee who separates from employment within eight (8) days of the last day worked, or terminated.

(d) Discharge of Employees

The Employer reserves the right to discharge any Employee, without notice for just cause. However, for minor infractions of working rules and regulations, employees will be subject to the benefit of two phases of punitive action before discharge. For the first infraction the employee will be subject to a written reprimand. For the second infraction of the same general nature, he will be subject to a three (3) day suspension without pay. For the third infraction, of the same general nature, he may be discharged with the following procedure:

- (i) If the discharged employee believes that he has been unjustly dealt with, a written protest of said discharge shall be filed with the Employer within ten (10) days, and the matter will be taken up promptly under the Grievance Procedure.
- (ii) In the event it should be decided that an injustice has been dealt the employee with regard to said discharge, the Employer shall be required to

reinstate the employee, with back pay for all time lost, provided however, if no protest is filed the discharge becomes final.

- (iii) All disciplinary statements in an employee's file will be disregarded after 24 months of occurrence. All meetings regarding suspension or discharge of an employee shall be attended by the employee, a shop steward and/or other representatives of the Union, as well as Company representatives. All discipline shall occur within a period of ten (10) days of the employment infraction becoming known to the Company. If the ten (10) day period is insufficient so as to complete a proper investigation then, prior to the imposition of discipline, such period may be extended to a maximum of 30 days upon the request of either party.

ARTICLE 19 SENIORITY

- (a) There shall be two (2) seniority lists for each location covered by this agreement, four (4) in total. Regular full time seniority shall be credited from the original starting date with the Employer, or with its immediate predecessor. Part-time employees will establish seniority based on hours worked. Part time employees who are reclassified to full time status after August 15th , 2002 shall have their seniority credited from the date they are so reclassified.
- (b) The Employer shall immediately and every six (6) months, supply the Union with a seniority list setting out the name, classification, date of hire, rate of pay and social security number of all employees, regardless of how long they have been employed or how many hours they have worked.
- (c) **Lay Offs** - Seniority shall be applied with respect to layoff and recall separately in each location of the Company, provided the employee having the greater seniority has the ability to perform the work in a satisfactory manner. All Part-time employees will be laid off first before any Regular full time employee is so affected. Employees being laid off for a period of less than five (5) days, shall be given twenty-four (24) hours notice of lay-off. Employees being laid off for a period of five (5) days or more, shall receive twenty-four (24) hours notice of lay-off, except where employees are recalled or hired for a specific short term period for absence or vacation. Notwithstanding the foregoing provisions, the full-time warehouse employee shall

not be bumped, in the event of a layoff of a more senior employee, but may be laid off if there is insufficient work for him.

- (4) **Probationary Period** - A probationary period of sixty (60) working days employed shall apply in the case of new employees before seniority commences.

After completion of the probationary period, employees shall be entitled to the rank of seniority as of the date of last hire the employee entered the employment of the Employer.

- (e) Seniority shall be lost if a Regular full time employee:
- (i) Voluntarily leaves the employ of the Employer, or
 - (ii) Is discharged for cause, or
 - (iii) After a layoff of more than thirty (30) days fails to report for five (5) working days after being recalled by telephone and registered letter, or after a layoff of less than thirty (30) days fails to report for work for two (2) working days after being recalled by telephone and registered letter, or
 - (iv) If absent without leave for two (2) working days without legitimate reason, or
 - (v) One (1) year absence due to sickness or disability, or
 - (vi) A layoff exceeding twelve (12) months.
- (f) Any employee promoted to a different job shall be allowed a reasonable period of trial up to twenty (20) days, and if found unsatisfactory, shall be given the opportunity of going back to his former position without loss of seniority.
- (g) If the Employer lays off or discharges the Shop Steward, the Union shall be advised prior to such layoff or discharge.

ARTICLE 20

DAYS AND HOURS OF WORK AND OVERTIME

- (a) Each Regular full time employee, unless adequately notified not to report shall work and be guaranteed payment for his shift, provided that he commences work at the start of his shift, with a minimum of one-half ($\frac{1}{2}$) hour off for lunch which will be unpaid, unless the failure of the Employer to supply work is beyond the Employer's control.
- (b) Any hours worked in excess of eight (8) Monday to Sunday in any one (1) day shall be at the rate of time and one-half ($1\frac{1}{2}$) for the first two (2) hours and double time thereafter, except as set out below.

- (c) For employees who are scheduled to work ten (10) hour shifts, any hours worked in excess of ten (10) hours in any one day shall be compensated at the rate of time and one-half (1½) for the first two (2) hours of such overtime and double-time for all subsequent hours of such overtime.
- (d) Any employee called in to work in any emergency after his regular working day has been completed and he has gone home shall be paid a minimum of three (3) hours pay at double time.
- (e) If an employee reports late for work or leaves before his shift is completed, that employee will only be paid from the time he commenced work and for the time actually worked but persistent tardiness will subject him to dismissal.
- (f) All overtime shall be broken down into five (5) minute units, based on one-twelfth (1/12th) of the applicable rates, times the appropriate overtime rate.
- (g) Employees may be requested, but not required to work overtime except in the case of an emergency. The senior employees shall be given first opportunity.
- (h) The Employer agrees that if it becomes necessary to work overtime such overtime will be distributed as equally as possible, keeping seniority in mind, amongst those employees concerned who normally perform such work.
- (i) In order that an accurate record of hours worked are kept, the Employer shall utilize a phone-in system which will automatically record the start and stop times of employees. Employees will not be paid for time prior to or after completion of their normal shift, except when overtime is authorized.
- (j) If an afternoon shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on employee's time, and a twenty-five cent (25¢) premium will be paid for each hour paid for on the second shift.
- (k) If a graveyard shift is employed, the hours of work shall be eight (8) hours per shift with a designated thirty (30) minute lunch period on Employer time, and a thirty cent (30¢) premium will be paid for each hour paid for on the third shift.

Any shift which commences from 6:00 A.M., but not later than 9:00 A.M., shall be considered a day shift. A shift commencing after 9:00 A.M., and prior to 5:30 P.M., shall be considered an afternoon shift. Any shift commencing after 5:30 P.M., and prior to 6:00 A.M., shall be considered a third or graveyard shift. Any shift differential shall be included in overtime calculations.

- (l) It is intended that every employee shall have a minimum of eight (8) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) hours elapses, he shall be paid at overtime rates for the entire shift that he is called in to work before he has received his full eight (8) hour break. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.
- (m) The Employer shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours advance notice prior to such shift change becoming applicable.
- (n) Where shift work is in operation, it is agreed that all employees in such job classifications involved, shall be rotated on each of the shifts every two (2) week period, providing that they do not volunteer to remain on such shift.
- (o) Employees may, for what they consider to be a legitimate reason, refuse to work overtime, however, if insufficient volunteers are available the junior employees in those classifications which are required to work, must work such overtime, but will not be required to work more than three (3) hours overtime during the normal work week excluding Saturdays. In order to prevent returned customer calls, the Company may require Distribution employees to work beyond the three (3) hour per week overtime cap, as referred to above.
- (16) All regular full-time employees will be allowed up to five (5) days per year aggregate maximum overtime days to be banked. These can be taken only once per year. Time must be banked in increments of full hours. Time to be mutually agreed upon and between October 31st to March 31st.
- (q) Effective August 15, 2002, in the event a sales equipment serviceman is required to be on call, he shall be paid seventy-five dollars (\$75.00) per week for a seven day week and one hundred dollars (\$100.00) per week for a seven day week which includes a holiday, in addition to regular rates of pay. In the event a sales equipment serviceman is required to be on call for weekend work only, for the period Friday through Sunday, he shall be paid sixty (\$60.00) dollars for such on-call. The on-call rate shall not be used in overtime calculations.

ARTICLE 21

LUNCH AND REST PERIOD

- (a) No employee shall be worked longer than five (5) hours during his normal shift without a minimum one-half ($\frac{1}{2}$) hour off for the purpose of eating a meal. This shall be exclusive of rest breaks which will be given as follows.
- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half ($\frac{1}{2}$) of their daily shift. The time

- (b) Should the Employer decide to install new advanced equipment, change methods or close down any of its operations which would result in the termination or layoff of full time employees, it is agreed that the Union will be given as much advance notice as possible. It is understood that the parties shall then discuss the question of retraining or the application of severance pay.
- (c) Employees that are terminated for the reasons set forth in (b) above, shall receive severance pay provided he has one (1) year or more service; he shall be eligible for severance pay at the rate paid at time of severance.
 - (i) Severance pay shall accrue at the rate of one (1) week of full pay for each year commencing with the second (2nd) year of service but shall not exceed a total of twenty (20) weeks full pay.
 - (ii) Upon termination such employees shall have the option of remaining on the rehire list for a period of up to twelve (12) months or accepting severance.
 - (iii) Any employee electing to take severance pay under the terms set out above shall forfeit all rights under this Agreement.

Any employee electing to retire on pension shall not be eligible for severance pay.

Severance pay shall be paid in addition to all other sums owing to the employee.

ARTICLE 27

SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each vehicle.

Any employee suffering any injury or employment induced illness while in the employ of the Employer **must**, report same to the Supervisor/Manager, or First-Aid attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid attendant. All records must be kept indefinitely.
- (b) (i) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to his or her superior about the

matter.

(ii) It is not the policy of Management to require an employee to work under unsafe conditions. Being of a factual question, each case must be decided on its merits and shall be referred to the Safety Committee for final determination if necessary. No employee shall be disciplined for utilizing this provision when questions of safety arise.

(c) **First-Aid**

In the event of any employee becoming ill during his shift, the employee shall report directly to his Supervisor/Manager stating his illness, and if the employee wishes to go home or to a doctor due to such illness, permission to do so will be granted by the Foreman and shall be so entered into a record book. No person shall refuse the right of any employee to go home or to a doctor due to any illness or injury, which will be charged against the employee's sick leave.

(d) **Allergy or Recurring Illness**

If an employee suffers from an allergy or a recurring illness, the employee shall furnish a medical letter to that effect, and such letter shall be kept on file in the office.

(e) **First-Aid Certificate** when required shall have the differential added to their hourly rate on the following basis:

Class C - 25¢ per hour.

(f) **Heavy Lifting**

Whenever any Plant employee or Vending Driver or whomsoever is required to lift any item or machinery or equipment that is contrary to the Workers' Compensation Board Standards, that employee shall be given assistance.

(g) The Employer agrees to establish a Joint Safety Committee composed of the Shop Steward and a Management Nominee. The rules and regulations governing this Committee shall be in accordance with the Workers' Compensation Board requirements.

ARTICLE 28

BONDING

When bonding is not required, the Employer shall not hold an employee or employees responsible for the theft or loss of Company property or monies not attributable directly to the employee or employees or to the careless or negligent performance of his or

5. Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regular assigned duties. In the interest of all parties, this shall be done as expeditiously as possible.
- (c) In addition to the above procedure on Employer required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of his employment coming under Sections 1 to 5 of the Motor Vehicle Classification licences, is required by any agency, insurance or whatsoever, to take a medical examination to verify his right to drive such motor vehicle coming under the aforesaid Sections 1 to 5, or to obtain an Air Ticket, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

ARTICLE 32

TRUCK MAINTENANCE AND SAFETY

It is to the mutual advantage of both the Employer and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of Management and in respect thereto the Employer agrees to the following:

- (a) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment. Employees who knowingly operate such unsafe equipment may be liable to disciplinary action.
- (b) All trucks owned or leased by the Employer must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts. Failure of employees to use the safety belts may result in disciplinary action.
- (c) It is agreed between the Employer and the Union, having regard

for the safety and driver health factor, that all units shall have heaters, windshield wipers and defrosters installed.

- (d) No drivers shall be asked or required to service or maintain trucks or equipment. This shall not apply to changing of flat tires when away from the plant.

Notwithstanding the foregoing and in accordance with current practice, Drivers will be required to maintain their vehicles in a neat and clean condition and will top up vehicle fluids.

Drivers shall be required to immediately report on any necessary vehicle repairs. The Company will make the necessary repairs forthwith.

- (e) It is mutually agreed that a form shall be supplied the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy, and so that the head office of the Employer will have a copy of this report on file.

When a driver reports a defect in equipment, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Employer's responsibility to supply such tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed and shall be removed by the outgoing driver.

- (f) The Employer shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the police or at any scales and is fined, the Employer shall pay such fines. In addition thereto, if a driver is stopped by the police or held up at the scales, due to overloading or any other reason involving the equipment and that driver is working on other than an hourly rate, he shall be paid for all such time on the basis of the working time rate of pay except when the overload is due to the employee's negligence.
- (g) If a driver is charged improperly for a violation of traffic laws while working, and is found not guilty in Court, the Employer shall pay the employee's loss of wages. However, if the employee is found guilty, he shall not be entitled to wages lost.
- (h) No driver shall be permitted to allow other than employees of the Company who are on duty ride his truck or vehicle, except with authorization of the Company, or in the event of a bona fide emergency.
- (i) Drivers who operate their vehicles in an unsafe manner; who do not report marks or points against their driver's licence; who lose their driver's licence; may have disciplinary action taken up against them up to and including discharge.

ARTICLE 33 CLASSIFICATION AND WAGE RATES, ETC.

- (a) The classifications, job descriptions and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until he is released from duty by the Employer, except that employees shall not be paid for time prior to the starting or after the ending of their shift, unless authorized.
- (c) When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours to consult a doctor, chiropractor or whatever in regards to any compensable injury or illness he has received or incurred on the job, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours' pay for that day and any other day or days he is also required to fill such commitment or requirement.
- (e) When an employee is temporarily removed from his regular work and placed on other work for the Employer's convenience for a period in excess of two (2) hours, he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.
- (6) No employee's rate may be reduced below his regular rate, unless the employee accepts another job to avoid being laid off, he shall immediately be paid at the rate of the other work.

ARTICLE 34 GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender wherever applicable.

ARTICLE 35 TOOLS

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times.

APPENDIX "A"

HOURLY WAGE RATES

CLASSIFICATIONS	*EFF APR 4/02	EFF OCT 1/02	EFF OCT 1/03	EFF OCT 1/04	EFF OCT 1/05
Delivery Driver Merchandiser	\$21.58	\$21.92	\$22.27	\$22.64	\$22.73
Warehouse Worker in Charge	\$20.51	\$20.82	\$21.15	\$21.49	\$21.57
Sales Equipment Serviceman	\$21.66	\$22.00	\$22.36	\$22.73	\$22.82

* = Subject to the conditions as set out at Article 36, herein.

CLASSIFICATIONS	EFF AUG 15/02	EFF OCT 1/02	EFF OCT 1/03	EFF OCT 1/04	EFF OCT 1/05
Part Time Delivery Driver Merchandiser	\$16.95	\$17.37	\$17.80	\$18.25	\$18.48
Part Time Delivery Helper/Part Time Warehouse Helper	\$11.28	\$11.56	\$11.85	\$12.15	\$12.30
Part Time Merchandiser	\$11.28	\$11.56	\$11.85	\$12.15	\$12.30

Eff = Effective

PROBATIONARY

\$2.00 per hour less than the regular week until the week following completion of the probationary period defined in Article 19(d).

CALCULATION OF WAGE RATE INCREASES

Wage rates for regular full-time employee classifications, as provided above, have been calculated as follows:

April 4, 2002

A 2.5% increase over the previous wage rate in place effective from October 1, 2000.

October 1, 2002

A 2.5% increase over the previous wage rate in place effective from April 4, 2002, less twenty cents (20¢) per hour, which latter amount is directed toward the Employer's hourly pension contribution.

October 1, 2003

A 2.5% increase over the previous wage rate in place effective from October 1, 2002, less forty cents (40¢) per hour, which latter amount is directed toward the Employer's hourly pension contribution.

October 1, 2004

A 2.5% increase over the previous wage rate in place effective from October 1, 2003, less sixty cents (60¢) per hour, which latter amount is directed toward the Employer's hourly pension contribution.

October 1, 2005

A 1.25% increase (for the last six (6) months of the Collective Agreement), over the previous wage rate in place effective from October 1, 2004, less eighty cents (80¢) per hour, which latter amount is directed toward the Employer's hourly pension contribution.

APPENDIX "B"

PENSION PLAN

PENSION

- (a) Effective October 1st, 1989 the Company shall contribute eighty cents (80¢) per hour into the Teamsters Local 213 Retirement Benefit Fund, on behalf of all Regular full time employees.

The Company shall make contributions into the Teamsters Local 213 Pension Plan on behalf of all regular, full-time employees in accordance with the following schedule:

August 15, 2002:	\$0.85 per hour
October 1, 2002:	\$1.20 per hour
October 1, 2003:	\$1.40 per hour
October 1, 2004:	\$1.60 per hour
October 1, 2005:	\$1.80 per hour

- (b) The Company shall make the following contributions based on the total hours for which the employee receives remuneration.
- (c) Overtime hours shall be paid at the applicable overtime rates.
- (d) The contributions referred to shall be remitted monthly by the fifteenth (15th) day of the month following that to which they refer, together with a form supplied to the Company by the Union. Such form shall provide full instructions.
- (e) Should the Company fail to remit contributions to the aforementioned Plan, as set out in Section (a) above, the Union is free to take any economic action it deems necessary against any such Employer and such action shall not be considered a violation of this Agreement.

APPENDIX "C"

HEALTH AND WELFARE

The Company will, effective on April 11th, 1986, provide all regular full time employees with a Health and Welfare Plan 100% paid for by the Company. New employees will qualify for the Plan upon completion of the probationary period. Seasonal employees and Part Time Students are not eligible for the benefits of the Plan.

Life Insurance \$40,000.00 effective August 15, 2002

A.D. & D. \$40,000.00 effective August 15, 2002

Weekly Indemnity For new disabilities occurring on or after January 1st, 2003, the Company shall provide a 1-4-52 Weekly Indemnity Plan for all regular full time employees to provide coverage of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of an employee's regular earnings to a maximum of \$500.00 per week.

L.T.D. For new disabilities occurring on or after January 1st, 2003, Long Term Disability Benefits will be paid for Non-Occupational total disabilities to a maximum of seventy-five percent (75%) of monthly salary to a maximum of two thousand dollars (\$2,000.00) per month. Payments will commence upon expiration of the Weekly Income Benefits or 365 days, whichever is longer. Benefits are payable to age 65.

E.H.B. \$25.00 deductible per family 100% paid thereafter. Vision care \$100.00 every 2 years and effective January 1, 2003, \$150.00 every two (2) years.

Dental Plan "A" 100% \$2,000.00 per year per person
70% \$2,000.00 per year per person
50% \$2,000.00 per lifetime per person

M.S.P.

Employees on layoff will receive coverage until the first (1st) of the month following two (2) months layoff for: Life Insurance - A.D. & D. - M.S.P. - E.H.B. - and Dental

APPENDIX "C" - CONTINUED

Upon resumption of employment, after layoff, the employee will qualify for all benefits effective the first working day.

Part-time employees who have qualified for certain Health & Welfare benefits, as at August 15th, 2002, and are currently receiving those benefits shall be grandfathered.

Employees off due to illness or accident will have coverage for a maximum of fifty-two (52) weeks.

The Union and the Company agree that the current Health and Welfare benefits package will remain in effect so long as our insurance carrier is prepared to continue coverage. Should the carrier refuse to continue such coverage at any time during the duration of this agreement alternate arrangements will be made.

APPENDIX "D"

JOB DESCRIPTIONS

JOB TITLE - DELIVERY DRIVERS

DUTIES

- (1) Deliver assigned Company products to Company customers.
- (2) Pick up empties and returns from Company customers.
- (3) Building and setting up displays of special promotion.
- (4) Stocking shelves and coolers where applicable.
- (5) Merchandise all product where possible in keeping with merchandising standards of Coca-Cola Bottling Company.
- (6) Delivery Merchandisers are responsible for participating in the training of the Delivery Merchandisers.

RESPONSIBILITIES

- (1) Account for all money received.
- (2) Account for all units handled or invoiced.
- (3) Discuss with Salesmen any responsibilities which may arise or have arisen while performing daily duties.
- (4) Discuss with Salesmen any possible new business, needed sales and trade activity information.
- (5) Prearranged collection of accounts receivable.

PREREQUISITES

- (1) Be in possession of a valid Class 1 licence and Air Endorsement or better if required.

JOB TITLE - SERVICEMAN

DUTIES

- (1) Service-install and maintain all equipment related to Company business.

RESPONSIBILITIES

- (1) Responsible for parts and equipment inventory.
- (2) Maintain proper records of all equipment and parts located throughout the trade area and warehouse.
- (3) Discuss with Supervisor or Salesman opportunities for upgrading accounts or

- acquiring new accounts.
- (4) Maintain a proper schedule of servicing equipment and sanitizing both in the trade and warehouse.

PREREQUISITES

- (1) Shall have 2 years electrical and refrigeration experience and/or equivalent education certificates in lieu of experience.
- (2) Be in possession of a valid Class 5 drivers licence or better.

JOB TITLE - WAREHOUSE PERSON

DUTIES

- (1) Load and unload delivery trucks.
- (2) Load and unload line haul trucks.
- (3) Maintain warehouse in a clean organized fashion.

RESPONSIBILITIES

- (1) Check in all product coming and going out of warehouse including empties.
- (2) Keep proper inventory records of all items coming and leaving warehouse.
- (3) Count inventory.

PREREQUISITES

- (1) Be in possession of a valid Class 3 licence and Air Certification or better.
- (2) Be conversant in the operation of lift trucks.

PART-TIME MERCHANDISERS CRANBROOK & CASTLEGAR, B.C.

RESPONSIBILITIES

- Merchandising products to Company standards
- Building displays
- Setting up and merchandising coolers

SKILLS/QUALIFICATIONS

- Minimum grade 12
- Mathematical ability
- Good communication/customer service skills
- Ability to work with limited supervision
- Willingness to work varying shifts (seven days per week)
- Team player
- A positive attitude towards learning, growth and change
- Reliable vehicle and valid B.C. Class 5 license
- Able to lift heavy objects

OTHER

Effective October 1st, 2003, where a Merchandiser is required to use his personal vehicle for Company business, he shall be reimbursed for such use in accordance with Company Policy. Such employee shall also be required to provide the proper commercial insurance on his vehicle, at his own expense.

PART-TIME WAREHOUSE HELPER CRANBROOK & CASTLEGAR, BC

RESPONSIBILITIES

- Building loads for route deliveries
- Unloading and reloading route trucks
- Housekeeping CCB Facility standards
- Help with local distribution issues

SKILLS/QUALIFICATIONS

- Minimum grade 12
- Heavy lifting required
- Forklift operation
- Highly motivated
- Strong team player
- Able to react in a situation
- Work with limited supervision
- Previous warehouse experience is an asset

PART-TIME DELIVERY HELPER CRANBROOK & CASTLEGAR, BC

RESPONSIBILITIES

- Assist driver with load, as required
- Merchandising products to Company standards
- Building displays

- Setting up and merchandising coolers

SKILLS/QUALIFICATIONS

- Minimum grade 12
- Mathematical ability
- Good communication/customer service skills
- Ability to work with limited supervision
- Willingness to work varying shifts (seven days per week)
- Team player
- A positive attitude towards learning, growth and change
- Reliable vehicle and valid B.C. Class 5 license
- Able to lift heavy objects

PART-TIME DELIVERY DRIVER MERCHANDISER CRANBROOK & CASTLEGAR, BC

See "Delivery Driver" job description as set out at Appendix "D"

APPENDIX "E"

PART-TIME MERCHANDISER

- E:01 Effective August 15th, 2002, the Company will establish the classification of a Part-Time Merchandiser.
- E:02 The job description for the Classification shall be as set out at Appendix "D" herein.
- E:03 The employees hired into this classification shall be subject to the provisions of Article 1(d).
- E:04 Part-time merchandisers shall work the part-time hours required by the Employer, including but not limited to, nights, weekends, and non-consecutive days. Notwithstanding the provisions of the Collective Agreement, which may be to the contrary, night hours and weekends hours shall be worked at the straight-time hourly rate of pay without applicable premiums.
- E:05 Where a full-time Delivery Driver Merchandiser bumps a part-time merchandiser to avoid being laid-off, such full-time employee shall be paid 70% of the full-time Delivery Driver Merchandiser job rate. Effective October 1st, 2003, such amount shall be increased to 75% of the full time Delivery Driver Merchandiser job rate.

LETTER OF UNDERSTANDING #2

BETWEEN: COCA-COLA BOTTLING COMPANY
#3, 1139 B Industrial Road,
Cranbrook, B. C. and

1370 Forest Road
Castlegar, B.C.

AND: TEAMSTERS LOCAL UNION No. 213
490 East Broadway
Vancouver, B. C.

Notwithstanding Article 20 (a) and (b) in the Agreement, the Company, upon giving two (2) weeks notice in writing to the Union of its intention to do so, may institute a work schedule of four (4) ten (10) hour days for Delivery Driver Merchandisers. Each Delivery Merchandiser under such schedule will be scheduled to receive two (2) consecutive days off. Work will commence each day at 7:00 A.M.

Hours worked on a Delivery Merchandiser's scheduled day off will be paid at overtime rates as specified in Article 20 (c) of the Agreement. Hours worked in excess of ten (10) hours on a scheduled work day, or hours worked in excess of forty (40) hours in a week, will be paid at overtime rates as specified in the Agreement.

The Employees' Work Schedule is to be posted as provided in the Agreement.

DATED AT _____, British Columbia, this _____ day of _____, 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION



LETTER OF UNDERSTANDING #3

BETWEEN: **COCA-COLA BOTTLING COMPANY**
#3, 1139 B Industrial Road
Cranbrook, B. C. and

1370 Forest Road
Castlegar, B.C.

AND: **TEAMSTERS LOCAL UNION No. 213**
490 East Broadway
Vancouver, B. C.

Employee Savings and Investment Plan (ESIP)

As soon as is practicable after execution of the Agreement, participation in this plan will be made available to all eligible employees.

DATED AT , British Columbia, this day of , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #4

BETWEEN: COCA-COLA BOTTLING COMPANY
#3, 1139 B Industrial Road
Cranbrook, B. C. and

1370 Forest Road
Castlegar, B.C.

AND: TEAMSTERS LOCAL UNION No. 213
490 East Broadway
Vancouver, B. C.

In the event that a 3 x 12 hour work week is introduced, it will only be implemented in Sales and Distribution and the following guidelines shall apply.

- (a) Notice of change to or from a 3 x 12 schedule will be given through the normal posting procedure for shift schedules.
- (b) The 3 x 12 work week shall be rotated on a three (3) week basis as follows:

Week 1 - 3 consecutive 12 hour days	36 hours
Week 2 - 3 consecutive 12 hour days	36 hours
Week 3 - 4 consecutive 12 hour days	<u>48 hours</u>
	120 hours
- (c) Daily overtime (in excess of 12 hours) shall be at double time.
- (d) The first four (4) hours worked on a 4th day will be paid at time and one-half and double time thereafter, excluding the 4th day of the 3rd week of the rotation. A minimum of four (4) hours will be guaranteed if scheduled to work on a 4th day.
- (e) Each employee on the 3 x 12 work week shall receive three (3) fifteen (15) minute paid breaks.
- (f) 3 x 12 shifts will be staffed by those employees who would be normally scheduled to work on the shift which is changed from either a 5 x 8 or 4 x 10 or 3 x 12.
- (g) If a General Holiday is observed on a 3 x 12 employee's day off, the employee will have the option of receiving 12 hours pay or a day off, with 12 hours pay, at a time mutually agreed between the Employer and the employee.
- (h) The 6 hour limit on required overtime referred to in Article 20 (p) shall apply to the

12 hour days constituting the normal 3 x 12 work week.

In addition, on a Monday to Wednesday shift, overtime may be required on Thursday; on a Thursday to Saturday shift overtime may be required on Sunday.

LETTER OF UNDERSTANDING #4 - CONTINUED

- (i) Such opportunities to be posted and filled on a voluntary basis, by seniority.

DATED AT _____, British Columbia, this _____ day of _____, 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #5

BETWEEN: **COCA-COLA BOTTLING COMPANY**
#3, 1139 B Industrial Road
Cranbrook, B. C. and

1370 Forest Road
Castlegar, B.C.

AND: **TEAMSTERS LOCAL UNION No. 213**
400 East Broadway
Vancouver, B. C.

Where Saturday or Sunday work is required by the Company such work will be assigned to qualified part-time employees, if available or in the absence of such employees, on a seniority basis starting from the most junior employee on the seniority list.

DATED AT , British Columbia, this day of , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF INTENT

BETWEEN: **COCA-COLA BOTTLING COMPANY**
#3, 1139 B Industrial Road
Cranbrook, B. C. and

1370 Forest Road
Castlegar, B.C.

AND: **TEAMSTERS LOCAL UNION No. 213**
490 East Broadway
Vancouver, B. C.

Where the Company deems it appropriate to add Full Service Vending work to the work of the bargaining unit, it shall pre-advise the Union of such decision.

DATED AT , British Columbia, this day of , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

