

Collective Agreement between
Seven-up/Pure Spring Ottawa
Bottling Company
Division of 156646 Canada LTD

And

Soft drink Workers Joint Local Executive
Board of Ontario, Local 387W

Effective:
27/May/1987

Terminates:
31/Jan/1990

00652 (02)

Source: Company
Employees: 200
Wages :
Received: AG

**Seven-up/Pure Spring Ottawa
Bottling Division**

**A Division of Seven-Up Canada, Inc.
(hereinafter referred to as “the Company”)**

and

**Soft Drink Workers Joint
Local Executive Board
of Ontario**

**(representing local Unions of the United Food
and Workers International Union)
(hereinafter referred to as “the Union”)**

Local 387

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ARTICLE 1 — AGREEMENT

This Agreement is made and entered into this Wednesday May 27, 1987 by and between Soft Drink Workers Joint Local Executive Board of Ontario Local 387 (representing local Unions of the United Food and Commercial Workers International Union) (hereinafter referred to as "the Union") and Seven-Up/Pure Spring of Ottawa, a Division of Seven-Up Canada Inc., (hereinafter referred to as "the Company").

ARTICLE 2 — PURPOSE

It is the intent and purpose of the parties to set forth herein their Agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Company, the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to assure the development of efficiency for the profitable operation of the Company's business; and to promote harmonious relations between the Company, its employees and the Union.

ARTICLE 3 — RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining agent for hours, wages, and other conditions of employment for all regular, full-time production, warehouse, fleet, vending, checkers, receivers/shippers, sign shop, sales, delivery, and tractor trailer shuttle driver employees at its Ottawa, Ontario plant located at 869 Belfast Road and 330 Coventry Road, excluding tel-sell, supervisors, clerical or office employees, professionals, quality control technicians, security guards, syrup room employees, transport drivers, persons employed for not more than 3 days per week, temporary employees engaged to perform work during the period from April 15th to September 15th and from December 1st to December 31st in any year, salaried employees, and all other employees not covered by this Agreement.

This recognition clause shall be construed to apply to employees and not to work. It shall not be construed to mean that any employee or classification of employee has an exclusive right to any work.

ARTICLE 4 — MANAGEMENT RIGHTS

Section 1

The Company retains the sole right to manage the affairs of the business and to direct the working force. The following enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth. The Company therefore retains all rights not otherwise specifically restricted by this Agreement.

Such functions of management include, but are not limited to: the right to determine **all** methods of **selling**, marketing, producing, warehousing, distributing, merchandising, and advertising of products including pricing of products; the right to introduce or test new or improved sales. distribution, production methods; the right to establish, assign, alter, change, adjust, discontinue and combine sales territories and routes; the right to add new products or cancel existing products and to adjust territories and routes due to the addition or subtraction of such products; the right to determine the location and number of production and distribution facilities; the right to determine the sales areas the Company will service and the customers in such areas which it will serve; the right to allocate and assign work or transfer work out of the bargaining unit; the right to allocate and assign work or transfer work from one department to another; the right to establish standards and to maintain the efficiency of employees; the right to introduce new or improved production methods, or facilities; the right to reduce the workforce; the right to determine the number of employees required to perform a job or function; the right to assign employees to a job or shift and to rearrange jobs and functions to eliminate slack and idle time; the right to determine the amount of overtime and the assignment of overtime to the employees; the right to plan and schedule production; the right to schedule shifts, work hours and **workweek**; **the right to abolish past work customs and practices**; the right to hire, fire, transfer, promote or demote employees; the right to lay off, terminate or otherwise relieve employees from duty; the right to make and enforce rules for the maintenance of discipline; the right to suspend, discharge or otherwise discipline employees for cause and to take such other measures as the Company may

determine to be necessary to the orderly, efficient or economical operation of its business; the right to subcontract work; the right to establish and administer tests; the right to require medical **examinations**; the right to change and **adjust scheduling of territories and routes**; ~~the right to change~~ and eliminate geographical sectors; the right to curtail, sell or lease the business or any part thereof; the right to discontinue or merge departments; the right to adjust, reduce or increase machine speeds; the right to introduce new jobs and the rates to be paid with respect to them during the contract term; the right to determine the processes and materials to be employed; the right to discontinue processes or operations or to discontinue their performance by employees of the Company; the right to determine the number of cases and the number of customers that Delivery Merchandiser is to deliver and call on, on a daily basis with or without a helper; the right to assign vehicles; the right to deduct for settlement sheet shortages from any employee who has been assigned responsibilities of a route and who has signed an issue slip accepting responsibility of the merchandise; the right to deduct from any employee who has accepted a not-sufficient fund cheque where it has been specified that no cheques should be accepted from an account; the right to deduct from any employee who has extended credit where it has been specified that no credit should be given to an account; the right to establish House **Accounts or dock pickup** accounts-direct warehouse accounts which will not be the responsibility of the **presalesmen** and for which he will not receive commissions; the right to **establish House Accounts or dock pickup** accounts-direct warehouse accounts which will be delivered by employees selected by the Company or agents of the purchaser; the right to have delivery personnel sort empty bottles returned to plant; the right to cut off all employee benefit plans in the event of a strike; the right to determine financial and administrative policies; including general accounting procedures and customer relations; the right to determine qualifications required by an employee to perform any particular job.

The listing of specific rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Company in the past.

The Company agrees that these functions will be exercised in a manner not inconsistent with any article or section of this Agreement.

Section 2

Any outside employee who becomes incapacitated but who is still capable of performing work in the inside unit shall be given the opportunity provided there is an opening and provided he is qualified to do the work which is available.

ARTICLE 5 — Union Security and Check-off

Section 1 — Union Membership

Every employee covered by this Agreement shall as a condition of his continued employment become and remain a member of the Union in good standing.

Employees hired after the effective date of this Agreement shall, as a condition of employment, join the Union at the end of their probationary period.

Section 2 — Check-Off

The Company agrees to deduct weekly from the earnings of regular and probationary employees, regular union dues and to remit the amount so deducted monthly to the designated officer of the Union.

In order that the Company have definite instructions as to what amount is to be deducted for monthly dues, it is agreed that the Union shall promptly notify the Company, in writing, over the signature of its designated Officer the amount of the deduction to be made by the Company for regular monthly dues, and the Company shall have the right to continue to rely on such written notification from the Union signed with the same formality.

Section 3 — Indemnification

The Union agrees to hold the Company harmless against all claims, demands and expenses should any person, at any time, contend or claim the Company has acted wrongfully in making such dues deductions.

ARTICLE 6 — UNION REPRESENTATIVES

Section 1 — Access to Plant

The Representative of the Union may visit the plant in accordance with the Company's procedure to conduct Union business with the Company and/or to assist in adjusting grievances. The Representative will be accompanied by the Designated Company Representative while on the premises. This privilege shall be so exercised that no time is lost unnecessarily to the Company or the employees.

Section 2 — Shop Stewards

The Company **recognizes** the right of the Union to designate a reasonable number of Shop Steward(s), not to exceed six (6) Stewards to handle such Union business as may from time to time be delegated to them by the Union, which shall not interfere with any employee's regular work, unless prior approval has been granted by the Company.

The Company will not **recognize** an employee as a Steward unless it has received such notification from the Union. Shop Stewards have no authority to take strike action or any other action interrupting the Company's business or the efficiency of the operation in violation of this Agreement or any action in violation of the law. The Company, in so **recognizing** such limitations shall have the authority to impose proper discipline, including discharge without recovery, to such Shop Steward, in the event the Shop Steward has taken **unauthorized** strike action, slow down, sit down, picketing, boycott, concerted activity, refusal to work or work stoppage in violation of this Agreement. A Shop Steward shall be an employee of the Company and must have completed one (1) year of employment unless mutually agreed between the Company and the Union. Grievance meetings will ordinarily be held before or after the working hours of the aggrieved employee. However, when the Company and the Union agree to schedule a grievance meeting during the working hours of a Union Representative **authorized** to **process** the grievance or the aggrieved employee, or a witness whose presence is mutually agreed to be necessary such employees will be paid for the actual time lost.

Section 3 — Union Activities

There shall be no solicitation of membership in the Union or any other Union activity during employees' working hours unless the activity is specifically **authorized** by this Agreement.

Section 4 — Pay for Union Representatives when authorized to be absent

A Union Representative who requests to be absent from work to attend Union conventions or seminars must present the request in writing to the Company at least five (5) working days in advance of the meeting, and the Company will give due consideration to the request. The Union will reimburse the Company for the wages and fringes to be paid to the Union Representative while absent from work.

Section 5 — Union Negotiating Committee

The Employer acknowledges the right of the Union to select a negotiating committee consisting of no more than three (3) members of the bargaining unit who must have seniority with the Employer. The members of the Union negotiating committee who are absent from work for the sole purpose of labour negotiations shall not be paid for time lost.

The Union shall notify the Employer in writing of the names of its officers, stewards and committee members. The Employer shall not be required to recognize any officer, steward or committee member until such notification from the Union has been received.

Section 6 — Union Responsibilities

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

ARTICLE 7 — GENDER

The use of the masculine gender in this Agreement shall be deemed to refer to persons of both sexes.

ARTICLE 8 — NON-DISCRIMINATION

This Agreement shall apply to all employees regardless of race, age, religion, colour, sex, national origin, marital status, veteran status and mental or physical handicap.

ARTICLE 9 — ADDRESS AND TELEPHONE NUMBER

Each employee, whether active or inactive, shall keep the Company advised of their current address and telephone number or contact if a telephone is not available. The mailing of a notice to the address furnished to the Company by each employee shall be deemed to be compliance by the Company with any provision in this Agreement which requires written notice to an employee.

ARTICLE 10 — BULLETIN BOARD

The Company shall provide a Bulletin Board at locations to be designated by the Company for the purpose of allowing the Union Steward to post official Union notices only. These notices must be duly signed by an officer of the Union and previously approved by management and restricted to:

- a) notices of Union recreational and social affairs;
- b) notices of Union elections;
- c) notices of Union appointments and results of Union elections;
- d) notices of Union meetings;
- e) other notices concerning bona fide Union activity such as: Credit Unions.

There shall be no general distribution, or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon Company property other than as herein provided.

ARTICLE 11 — PROBATIONARY PERIOD

An employee shall be considered to be on probation and shall not be entitled to any seniority rights until after completing sixty-five (65) work days within a period of six (6) consecutive months from the date of last hire. If such employee shall be continued in the employ of the Company after the expiration of the probationary period, the length of service shall be computed from the date of last hire.

An employee on probation may be discharged at the sole discretion of management and without just cause.

ARTICLE 12 — GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 — Grievance Procedure

Should differences arise between the *Company and an* employee or between the Company and the Union, as to the meaning or application of the provisions of this Agreement only, there shall be no suspension or stoppage of work. The employee or the Union shall present all grievances within five (5) working days from the occurrence, situation, condition, or action of management giving rise to the grievance, or the grievance shall be considered waived.

Step 1

The employee shall discuss the grievance with the supervisor involved. The supervisor will attempt to settle the grievance within twenty-four (24) hours after the discussion with the aggrieved employee. If not settled at Step 1, the employee may take the grievance to Step 2.

Step 2

The employee or Steward shall submit the grievance in writing to the Department Head within three (3) working days following notification of the Company's first step decision. The Department Head, or his designee, shall attempt to resolve the matter. If the matter is not resolved within three (3) working days, the written grievance may be submitted to Step 3. The written grievance shall identify:

- a) the facts giving rise to the grievance;
- b) the Article and Section of the Agreement the Union alleges that the Employer violated;
- c) the relief requested and shall be signed by the employee and countersigned by the Steward.

Step 3

The employee or Union shall notify the General Manager or his designee within three (3) working days after receipt of the Department Head's second step decision of its intent to pursue the grievance. The General Manager or his designee will meet with the Union's Business Representative, or his designee, to resolve the matter. In the event a settlement is not reached within five (5) working days, a dispute shall

exist, and the resolution of the dispute shall be subject to arbitration. Grievances involving the suspension or discharge of an employee may begin at Step 3.

Those parties agree to follow each of the foregoing steps in the processing of grievances; and that if at any step the Company fails to give its answer within the time limit set forth, the Union may appeal the grievance to the next step. If at any step the employee fails to require the grievance to be submitted to the next step within three (3) working days following the expiration of the time limit **as** set forth in the step procedure, the grievance will be deemed by both parties to be settled. A grievance that **ensues** during the period between the termination date of the contract and the effective date of a new contract will not be subject to arbitration unless expressly agreed to by the Company.

The **Company and the Union may extend the time limit** set forth in the grievance procedure by mutual agreement. The party requesting the extension must do so in writing. Only **a** single grievance may be heard by the arbitrator at one time, except by mutual agreement.

It is understood that the Company may bring forward and give to the Union at any time any grievance:

- a) with respect to the conduct of the Union, its officers, or committeemen;
- b) with respect to the conduct of the employees generally;
- c) with respect to the application or interpretation of any provision of this Agreement.

The Company will first discuss with the Union the circumstances giving rise to the grievance before submitting a formal grievance herein.

The grievance will be presented in writing to the officials of the Union and a meeting will be held within seven (7) calendar days with the Union and its Representative. Failure to agree within a period of four (4) calendar days subsequent to the meeting will permit the Company to

Company's benefits programs, seniority shall mean continuous employment in the Company beginning with the date on which the regular full-time employee began to work after last being hired.

In all other instances, seniority shall mean continuous employment in the production, warehouse, vending, sign shop, fleet, sales and delivery departments.

For those employees who are hired on the same date, surname alphabetical seniority shall govern.

Section 2 — Layoff and Recall

In any layoff or recall situation anticipated to be less than fifteen (15) work days, and subject to the employer's right to retain employees with the necessary skills, ability and qualifications to do the available work, the employer will layoff the most junior employee in a department.

In all cases of layoff or recall which are anticipated to be of greater than fifteen (15) work days, and subject to the skill, ability and qualifications to perform the work, any such laid off employee will have the right to bump the most junior employee on the inside seniority list.

Employees will be recalled in reverse order to that in which they were laid off, subject to their skill, ability and qualifications to perform the available work.

(Identical language for the "outside" seniority lists and employees)

Section 3 — Loss of seniority

An employee will lose seniority and will no longer be in the Company's employ if the employee:

- I. quits;
2. is discharged, and such discharge is not reversed through the grievance procedure herein;
3. retires;
4. is laid off for a period of the lesser of twelve (12) months or the length of the employee's seniority;

5. fails to notify the Company of his intention to return to work within three (3) days after being notified by the Company of his recall in writing by telegram or registered mail, at his last address on record with the Company;
6. has a non-occupational sickness or disability exceeding twelve (12) calendar months;
7. has an occupational injury, sickness or disability exceeding twelve (12) calendar months;
8. works another job while absent from the Company except in case of layoff;
9. is absent from work for two (2) days without prior notification to, and approval of, the Company.

Section 4 — Transfer

In the event of a permanent job vacancy in a classification on the inside seniority list (Production, Warehouse, or Fleet Departments) any employee in another inside classification may bid for the job. Where the skill, ability, and qualifications of bidding employees are relatively equal, the most senior employee will be awarded the job. It is understood that only first job vacancy on either the inside or outside seniority lists must be posted pursuant to this Article. Any subsequent vacancies created by a successful posting on the first such vacancy, may be filled at the Company's discretion.

- Three (3) days posting period
- Two (2) seniority lists inside/outside

In the event of a permanent job vacancy in a classification on the outside seniority list (Sales, Delivery and Vending Departments), any employee in another outside classification may bid for the job. Where the skill ability and qualifications are relatively equal, the most senior employee will be awarded the job.

In the event of a permanent job vacancy in the delivery merchandiser/regular or delivery merchandiser/chain stork or delivery merchandiser/Premix-Postmix or delivery merchandiser/bar classification in any one of the geographical

sectors established by the Company, any employees on the outside list including delivery merchandisers, in other sectors may bid for the vacancy. Such opportunity will be given for the first such vacancy only. Where the skill, ability and qualifications of applicants are relatively equal, the most senior employee will be awarded the job.

Section 5 — Assignment of Daily Overtime Work for Hourly Rated Employees

Whenever there is a need for hourly rated employees to work daily overtime within a department, the overtime will be offered to:

1. the employee(s) within the department who normally performs the work;
2. if the employee(s) within the department are unable to perform the requested overtime, then the overtime will be offered by seniority to other employee(s) within the department who have the ability to perform the work;
3. if the Company is unable to find employee(s) within the department to perform the overtime, then the overtime will be assigned to the least senior employee(s) within the department who has the ability to perform the work required.

Each employee is expected to cooperate with the Company in the performance of such work.

Section 6 — Assignment of Scheduled Overtime Work

Whenever there is a need for scheduled overtime within a department on the employee(s) sixth or seventh working day (or overtime which is scheduled at least 24 hours in advance), the overtime will be offered to:

1. the employee(s) who normally perform the job and, if the employee(s) or not enough employees are available to perform the work the Company will;
2. offer the overtime work to the most qualified senior employee within the department and, if the employee(s) or not enough employees are available to perform the work the Company will;

- offer the work to the most qualified employee outside the department capable, of performing the available overtime work. If none or not enough employees are available to perform the work the Company will require the least senior qualified employee(s) to perform the work.

Section 7

An employee who is or has been transferred from the bargaining unit to a job with the Company outside of the bargaining unit, will continue to accumulate seniority for a period of up to one (1) year. If transferred back to the bargaining unit within the said period of one (1) year, he shall return with all seniority. If transferred back after one (1) year has elapsed, he will have the seniority he had at the date of transfer plus one (1) year.

Section 8

Should the Company transfer any non-bargaining unit employee, who is employed as of the commencement of this Agreement, to an open job within the bargaining unit, the employee's seniority will be computed from the last day of hiring. Following a six (6) months in the bargaining unit, the employee will be entitled to exercise his full service under the seniority article within this Agreement.

ARTICLE 14 — NO STRIKE, NO LOCKOUT

The Company agrees that there will be no lockout of employees and the Union agrees that there will be no strike, slowdown, sit-down or other interference with work or the Company's operations while the Agreement is in force.

ARTICLE 15 — EXPRESS WAIVER

The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees and the bargaining unit during the terms hereof and settles all demands and issues on all matters subject to collective bargaining including any demands made by the Union during negotiations.

ARTICLE 16 — TECHNOLOGICAL CHANGE

If during the life of the Agreement the Company wishes to *introduce* new technology which would have the effect of eliminating an existing classification or creating a new classification, the Company will give the Union notice in writing of such changes as far **in** advance as possible, and upon request, before the implementation of such changes, the Company will arrange a meeting with the Union to discuss the effects of the employment status of such employees affected by such changes.

ARTICLE 17 — SUPERVISORS PERFORMING BARGAINING UNIT WORK

Supervisors will not normally perform work customarily performed by the employees in the bargaining unit, except:

- a) as a result of an urgent or emergency condition;
- b) for the purpose of demonstration or training;
- c) to occasionally relieve an employee for a short period, or
- d) when a regular employee is not available due to being late for work or absent from work and a suitable replacement is not available.

Such work by supervisors will not result in the layoff of any regular full-time employees falling within the scope of this Agreement.

Sales supervisors shall continue to perform their normal sales and merchandising activities.

ARTICLE 18 — HOURS AND WORKWEEK FOR HOURLY PAID EMPLOYEES

Section 1 — Workweek

The normal workweek shall be five (5) consecutive days **commencing** on or after **Sunday** midnight and ending on or before the **following** Sunday midnight:

Section 2 — Hours of Work

Employees will be assigned to work one of the following scheduled workweeks:

Up to January 31, 1988 — Eight and one-half (8.5) hours a day, five (5) days a week and forty-two and one-half (42.5) hours worked from Monday through Friday or Tuesday through Saturday;

From February 1, 1988 to January 29, 1989 — Eight and one-quarter (8.25) hours a day, five (5) days a week and forty-one and one-quarter (41.25) hours worked from Monday through Friday, or Tuesday through Saturday; or
Ten and one-quarter (10.25) hours a day, four (4) days a week with an **additional** quarter (.25) an hour on one (1) of the four (4) days as scheduled by the Employer and forty-one and one-quarter (41.25) hours worked from Monday through Thursday or Tuesday through Friday; and

From January 30, 1989 to January 31, 1990 — Eight (8) hours a day, five (5) days a week and forty (40) hours from Monday through Friday; or ten (10) hours a day, four (4) days a week from Monday through Thursday or Tuesday through Friday.

This provision shall not be construed as an obligation on the part of the Employer to provide employee(s) with any specified number of hours during a workday or workweek.

Section 3 — Shift Schedule

The Employer reserves the sole right to establish the number of shifts, the start and **stopping** time of each shift, and to **cancel** shifts as necessary to assure the efficient operation of the business.

Section 4 — Premium Pay

The Employer will not pay premium pay on premium pay.

Section 5 — Overtime

Overtime will be paid at time and one-half (1½) at the regular straight time base rate for work performed.

1. Up to January 31, 1988 in excess of 42.5 hours a week and credit will be given for all excused, approved absences.
From February 1, 1988 January 29, 1989 in excess of 41.25 hours and after January 29, 1989 in excess of 40 hours a week.
2. On a holiday.
3. On a Saturday or Sunday if it is not *part* of the regular work schedule.

ARTICLE 19 — HOURS AND WORKWEEK FOR EMPLOYEES PAID BASE AND/OR COMMISSION AND/OR WEEKLY SALARY

Section 1 — Workweek

The normal workweek shall be five (5) consecutive days *commencing* on or after *Sunday* midnight and ending on or before the following *Sunday* midnight.

Section 2 — Hours of Work

Employees will be assigned to work one of the following scheduled workweeks.

- Five (5) consecutive days Monday through Friday
- Five (5) consecutive days Tuesday through Saturday

In the event the Employer schedules a Wednesday through *Sunday* workweek, the Employer agrees to meet with the Union to discuss the number of employees that will be assigned to work the schedule.

Section 3 — Overtime

Outside employees (with the exception of pre-salesmen, equipment salesmen, and pre-postmix delivery merchandisers who are not eligible for overtime regardless of the number of hours in any workweek) shall be paid one and one-half (1½) ~~time~~ the basic daily salary plus normal commissions for work done in excess of 42 hours a week (from February 1, 1988 to January 29, 1989 in excess of 41 hours a week and after January 29, 1989 in excess of 40 hours a week).

ARTICLE 20 — HOLIDAYS

Section 1 — Eligibility

To qualify for a paid holiday, an employee must have completed the probationary period, worked on the last regular work day, except on an approved leave of absence, preceding or following the holiday if requested by management to do so, and must have been on the active payroll for a four (4) week period immediately preceding the holiday.

Section 2 — Number of Holidays

- | | |
|------------------|---------------------------|
| — New Year's Day | — Labour Day |
| — Good Friday | — Thanksgiving Day |
| — Victoria Day | — ½ Day at Christmas Eve* |
| — Canada Day | — Christmas Day |
| — Civic Holiday | — Boxing Day |

*One-half (½) day on Christmas Eve when falling on a regular workday

Holiday pay will be computed by multiplying an employee's regular hourly base rate by the number of hours in the employee's normal daily schedule as set forth in Article 18, Section 2.

Section 3 — Holiday Pay for Hourly Paid Employees

Holiday pay will be computed by multiplying an employee's regular hourly base rate by the number of hours in the employee's normal daily schedule as set forth in Article 128, Section 2.

Section 4 — Holiday Pay for Employees

Paid Base and Commission

Holiday pay will be computed as one-fifth (1/5) of an eligible employee's average weekly earnings of their base plus commission only, for previous fifty-two (52) weeks period ended December 31st

Section 5 -Holiday Pay for Weekly Paid Employees

Holiday pay will be computed as one-fifth (1/5) of an eligible employee's weekly earnings.

ARTICLE 21 — VACATIONS

Section 1 — Eligibility

Vacation entitlement shall be based on full years of continuous service as a permanent full-time regular employee as of December 31 of the vacation year.

Section 2 — Scheduling of Vacation

Employees will be solicited for their vacation preference during the period January 1 to February 15. Vacation schedule selection will be determined by job classification seniority. Should an employee fail to make the vacation selection(s) by February 15, the Employer will assign the employee's vacation week(s).

The vacation schedule shall, whenever possible, be completed and posted by April 1, in each year.

Employees will schedule vacation in the period from January to November 15 in each calendar year. The Employer will consider an employee's request to either change his previously scheduled vacation week or to schedule a vacation week outside of the eligible periods, but the General Manager reserves the sole right to approve or disapprove the request of which will not be unreasonably withheld. Due to the seasonal nature of the business, management will determine the number of employees that will be allowed to schedule a particular vacation week.

Vacation time must be used in the year credited, as vacation time cannot be accumulated or carried over to the next year. No more than two (2) weeks vacation can be scheduled and/or taken consecutively unless agreed to by the General Manager. No vacations are to be scheduled and/or taken the week prior to a week in which a statutory holiday occurs unless agreed to by the General Manager.

Section 3 — Entitlement

Annual vacations will be paid on the following basis:

1. One (1) day for each completed month of service to a maximum of ten (10) days, if completed less than one (1) year of continuous service by December 31st
2. Two (2) weeks after one (1) year continuous service if completed by December 31st.
3. Three (3) weeks after five (5) years of continuous service if completed by December 31st.

4. Four (4) weeks after fifteen (15) years of continuous service if completed by December 31st.
Four (4) weeks after twelve (12) years, of continuous service if completed by December 31, 1987.
Four (4) weeks after ten (10) years, of continuous service if completed by December 31, 1988.
5. Five (5) weeks after twenty-five (25) years of continuous service if completed by December 31st.

Section 4 — Vacation Amount

Vacation pay shall be paid at the time employees take vacation as follows:

1. 4% of earnings from date of hire to December 31st for employees with less than one (1) year of continuous service as of December 31st.
2. 2% of earnings for the previous period January 1st through to December 31st, for each week of vacation entitlement for employees with one (1) year or more of continuous service as of December 31st.
3. If an employee's vacation is split, payment shall be made on a pro-rated basis.

ARTICLE 22 — JURY DUTY AND CROWN WITNESS LEAVE

A permanent full-time regular employee who has completed his probationary period and who is subpoenaed to appear in court as a crown witness or who is called for jury duty will receive the difference between his regular earnings for each day of necessary absence and the fee received from the court, provided that the employee furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received.

For the purpose of this Article, the regular earnings of an employee for a day shall be deemed to be the earnings to which he would be entitled and by virtue of Article 20 paid holiday, or any portion thereof. Upon receipt of the jury duty summons or subpoena the employee shall immediately notify the Employer.

Upon release from jury duty or crown witness duty, the employee shall immediately notify the Employer of his availability to return to work.

ARTICLE 23 — BEREAVEMENT LEAVE

1. Should an employee be absent because of death in his immediate family, he shall be entitled to be absent with pay, provided the employee has completed his probationary period, for not more than three (3) (five (5) for wife, husband or child) of the employee's regularly scheduled normal work-days ~~not to extend beyond the day after the funeral.~~
2. The term "immediate family" shall be understood to mean wife, husband, children, common law spouse and children, father, mother, brother and sister.
3. Up to one day's pay will be paid for time lost caused by attendance at the funeral of the employee's grandparents, grandchild, brother-in-law, sister-in-law, ~~mother-in-law or father-in-law.~~
4. Bereavement pay shall be computed the same as for a paid holiday as specified in Article 20.
5. The Employer reserves the right to require satisfactory proof of death and the employee's attendance at the funeral.

ARTICLE 24 — SICK LEAVE

Section 1 — Amount of Eligibility

All regular full-time employees having one (1) or more years of service with the Company shall be allowed up to six (6) days of sick leave per calendar year.

The employee who is absent under the provision of this section must personally advise his immediate supervisor of such illness prior to the start of the shift. Failure to do so will render the absence unexcused and unpaid unless it can be shown that it was impossible for the employee to give or cause such notice to be given to his supervisor. Family

illness does not qualify for payment under the provisions of this section.

The Employer may require proof of illness and/or a doctor's certificate, ~~after an employee has been absent~~ for illness or accident for three (3) days in a calendar year.

Section 2 — Sick Leave Payment

Sick days will be paid to eligible employees at two-thirds ($\frac{2}{3}$) of the amount as calculated for holiday pay under Article 20.

Section 3 — Sick Leave Bonus

After each year without being absent for any reason other than illness or ~~authorized leave of absence~~, the employee is entitled to receive the credit, payment he has not used for sick leave, up to a maximum of six (6) days per calendar year, at the rate established for a statutory holiday.

An employee who, at the end of a calendar year, has unused credit of five (5) days or more is entitled to a leave of absence of one complete workweek provided he has not been absent during the calendar year, other than illness or ~~authorized leave of absence~~.

An employee absent for more than one (1) month by reason of worker's compensation leave or layoff will have any bonus payment to which they might otherwise be entitled, prorated over the course of the calendar year.

ARTICLE 25 — LEADPERSON

The Employer reserves the right to appoint any bargaining unit employee as a leadperson, ~~without regard for seniority~~, for any length of period and at any time it deems appropriate.

An employee who is appointed to a leadperson position, and works at least one (1) hour as a leadperson, will be paid a minimum of fifty cents (50¢) an hour above his regular rate.

ARTICLE 26 — SAFETY

The Company and the Union mutually agree that employees should be encouraged to cooperate in the maintenance

of health and safe working conditions, and in the observance of the Occupational Health and Safety Act.

The Company will provide at no cost to the employees, any protective equipment or clothing as specified by the Occupational Health and Safety Act.

ARTICLE 27 — WAGES

**Section 1 — Hourly, Base plus Commission
and Weekly Rates**

	02/01/87	02/01/88	02/01/89
Department — Production			
<i>Job Classification</i>			
Maintenance I	13.17	14.38	15.72
Maintenance II	12.19	13.31	14.54
Attendant I	12.19	13.31	14.54
Attendant II	11.35	12.39	13.54
General Labour	11.15	12.17	13.30
Department — Warehouse			
<i>Job Classification</i>			
Checker	12.19	13.31	14.54
Shipper/Receiver	11.35	12.39	13.54
General Warehouse Labour			
Tractor Trailer Shuttle/ Driver	13.17	14.38	15.72
Department — Fleet			
<i>Job Classification</i>			
Mechanic Class A	13.17	14.38	15.72
Painter	12.68	13.84	15.13
Mechanical Labour	11.35	12.39	13.54
General Labour	11.15	12.17	13.30
Department — Vending			
<i>Job Classification</i>			
Maintenance I	13.17	14.38	15.72
Maintenance II	12.68	13.84	15.13
Equipment/Special Delivery	468.30	496.40	526.18
Department — Delivery			
<i>Job Classification</i>			
Delivery Merchandisers			
Regular Routes	510.00	540.00	572.00
Chain Stores	510.00	540.00	572.00
Delivery Merchandiser/ Assistant	468.30	496.40	526.18
Delivery Merchandisers			
Pre-Post Base and Bar Route Base	344.96	344.96	344.96
Commission per gallon or case	14¢	15¢	16.5¢

Section 4 — Vending

For Vending employees recalled to work a Saturday or Sunday, they shall be paid time and one-half (1½) for all hours actually worked or 3 hours at his regular straight time **hourly rate**, whichever is greater.

Servicemen will be given three dollars (\$3.00) per week for phone calls and parking meters.

Servicemen will be given at the end of each calendar year fifty dollars (\$50.00) for tool allowance.
(Seventy-five dollars (\$75.00) for 1989).

ARTICLE 28 — APPROVED LEAVES OF ABSENCE

Section 1 — Personal Leave

A permanent full-time regular employee who has completed his probationary period may apply for a leave of absence without pay for legitimate personal reasons. A request for **such** leave shall be made in writing stating reasons. The Company will not unreasonably withhold granting personal leave. If the Company grants such leave it shall confirm the terms of the leave in writing. If an employee's approved leave of absence exceeds one (1) month, he must **arrange** to prepay the premiums for all ~~benefits in any event an employee on a~~ leave of absence cannot be covered by Weekly Disability and Long Term Disability.

Section 2 — Union Leave

The Company agrees to grant upon the written request of the Union leave of absence for a period of not more than twelve (12) months to any employee who has been elected or appointed as an official of the National Union or of the Local Union, if such duties require him to have leave of absence from his Company duties. The Company will consider an extension of such leave for up to **an additional** twelve (12) months or the duration of the Collective Agreement whichever is **longer**, if requested by the Union.

Section 3 — Training Leave

If the Company sends an employee on a training course during working hours, the employee will be paid his regular earnings for the period. To qualify, training course con-

tent must, in the Company's opinion, be of direct benefit to the Company's operations.

In the event an employee enrolls in a night school course that will benefit himself and the Company in relation to his respective job, the employee may apply in writing describing the course that he wishes to enroll in and explain the benefits to himself and the Company. Upon acceptance of the course by the Company, we will pay 50% of the cost of the course to a maximum eighty dollars (\$80.00) upon the successful completion of the course.

Section 4 — Paternity Leave

The Company will grant a leave of absence without pay to a permanent full-time regular employee who has completed his probationary period for a period of one (1) day for the purposes of attending the birth of his child or the adoption of his child-to-be.

ARTICLE 29 — PENSION

The Company agrees to provide a Pension Plan as outlined in "Pension Plan Booklet for Hourly Employees of Seven-Up/Pure Spring Bottling of Ottawa".

ARTICLE 30 — BENEFITS

Section 1 — Benefit Plan

The Company agrees to provide a Benefits Plan as outlined in "Group Insurance Plan Booklet".

Section 2 — Medical Coverage

THE Company agrees to provide the Ontario Health Insurance Plan and the Quebec Medicare Plan at no cost to the employees during the term of this Collective Agreement. The Employer will continue this practice unless the Provincial Government of Quebec dictates a change in practice.

ARTICLE 31 — TERM OF AGREEMENT

This Agreement shall become effective May 27, 1987 and shall remain in full force and effect through midnight, January 31, 1990 and shall be renewed automatically there-

after for a period of one (1) year each unless either party gives notice in writing of the desire to change or of termination at least one hundred and twenty (120) days prior to the current expiration date of this Agreement. Within thirty (30) days of the expiration of this Agreement, both the Employer and the Union upon receipt of written notice, shall confer and attempt to negotiate as to the proposed changes or a renewal agreement.

The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

Signed by the parties on the 16th day of June, 1987 at Ottawa, Ontario.

SEVEN-UP/PURE SPRING OF OTTAWA
A DIVISION OF SEVEN-UP CANADA INC

P. WAITE
C. DALBEC
W. PRESTON

THE CANADIAN UNION OF UNITED BREWERY,
FLOUR, CEREAL, SOFT DRINK AND
DISTILLERY WORKERS;
ON BEHALF OF LOCAL 387:

G. LEDUC
M. LANCE
G. PEPIN

UNITED FOOD & COMMERCIAL WORKERS INTER-
NATIONAL UNION:

B. HILL

ANNEX I — UNIFORM

The uniform allowance for employee(s) will be provided on the following basis:

A **full**, clean uniform, or suitable work clothing as specified by the **Employer**, shall be worn at all times while performing services on behalf of the Employer. Uniforms are required so that employees will present a neat, professional appearance and image of the Employer. The Employer agrees to furnish uniforms and the employees are responsible for maintaining uniforms.

Employees are not to wear their uniforms in places that would reflect negatively on the Employer's image, during non-working hours. Failure to adhere to the uniform code at all times shall result in discipline, up to and including discharge.

Delivery Merchandisers, Helpers, Vending Service Department — Full Time

Each employee is entitled to: A Summer issue consisting of two (2) pairs of lightweight pants and two (2) shirts; a Winter issue consisting of two (2) jackets, two (2) shirts and two (2) pairs of pants; one (1) tie and one (1) cap. In addition, each employee is required to wear safety boots. If an employee does not wish to draw the full allotment as indicated above, he will be able to draw the articles he requires as long as the cost for the articles requested does not exceed the total cost of the normal issue as indicated below. If the amount exceeds the cost of the normal issue, the employee will be charged the difference and this amount will be immediately deducted from his subsequent payroll cheque. The Company will provide a maximum of two (2) pairs of safety boots.

The amount of the fund will be:
1987 -January 31, 1988 — \$320.00
1988 — January 31, 1989 — \$320.00
1989 — January 31, 1990 — \$355.00

As indicated above, the uniform issues are on a no-charge basis as long as the total fund is not exceeded. Uniforms shall be and remain the property of the Employer at all times. However, if an employee leaves the Company, he will be charged on the basis of the **unamortized** balance of

the value of the uniform. Each employee will be given credit for the unamortized balance on the return of pants and jackets if they are dry-cleaned and in reusable condition. No credit will be given for shirts, caps or ties.

Presalesmen/Equipment salesmen

Each salesman is required to wear, on a daily basis, the prescribed uniform consisting of a jacket, pants, tie and overcoat. The Employer will absorb a percentage of the cost of the uniform up to a maximum amount per year. The salesman is therefore able to purchase any articles of clothing or safety footwear and the Company will contribute to the maximum of the year's fund towards this cost with the balance being paid by the salesman, to the Employer by way of weekly payroll deduction. The payroll deduction will be made at the rate of \$5.00 per week until the balance has been paid.

The amount of the fund will be:

1987 — January 31, 1988 — \$390.00

1988 — January 31, 1989 — \$390.00

1989 — January 31, 1990 — \$425.00

Under no circumstances will the balance be carried forward in the employee's accounts receivable from one fiscal year to the next.

Production — Warehouse — Full-Time

Each employee is entitled to summer issue consisting of three (3) shirts and two (2) pants and a winter issue consisting of three (3) shirts and two (2) pants. In addition, each employee is required to wear safety boots and protective hearing devices. If an employee does not wish to draw his full allotment as indicated above, he will be able to draw the articles he requires as long as the cost of the articles requested do not exceed the total cost of the normal issue. The employee will be charged the difference and this amount will be immediately deducted from his subsequent payroll cheque.

The Company will provide a maximum of two (2) pairs of safety boots.

The amount of the fund will be:

1987 -January 31, 1988 — \$135.00
1988 -January 31, 1989 — \$135.00
1989 -January 31, 1990 — \$170.00

As indicated above, the uniform issues are on a no-charge basis as long as the total fund is not exceeded. However, if an employee leaves the Company, he will be charged on the basis of the unamortized balance of the value of the uniform.

**Pre/Postmix & Bottling Maintenance and
Fleet Maintenance Employees — Full Time**

The Company will provide each full time employee in the above departments with a proper uniform and will also provide for the cleaning of this uniform at no cost to the employee. The employee is responsible for the normal care of this uniform and if, through employee negligence, a uniform is damaged or lost, the employee will be held financially responsible for the replacement cost.

In addition, each employee is required to wear safety boots.

The Company will provide a maximum of two (2) pairs of safety boots.

ANNEX II — LABOUR/MANAGEMENT MEETINGS

This annex will serve to confirm our understanding reached during negotiations with regards to monthly Labour/Management meetings.

It was agreed to by both parties that when required we will hold monthly meetings to discuss and hopefully resolve issues that pertain to negotiations.

It was also agreed that each party would submit an agenda at least two days in advance of the meeting in order that both parties have an opportunity to research possible resolutions.

ANNEX III — TEMPORARY EMPLOYEES

The Company and the Union agree by way of letter of understanding that any employees who are hired as temporary employees during the periods April 15 to September

15, or December 1 to December 31, and who are continued as full-time employees beyond September 15 or December 31 as the case may be, shall have all days worked as temporary employees credited towards their probationary period.

ANNEX IV — RETROACTIVITY

The employees' wage increase shall be retroactive to February 1, 1987 for those who are still on payroll on April 29, 1987 and shall be calculated on the number of hours worked, or commission as the case may be.

ANNEX V — PENSION

At the ratification date of the Collective Agreement, the Company agrees to add to the existing pension plan:

- \$40.00 per year of continuous service with the Company prior to as of December 31, 1986. Also increase by 25% the annual pension accrued as of July 10, 1986.

To be entitled to this improvement, the employee has to become a registered member of the pension plan.

ANNEX VI — BENEFITS

The full-time employees are covered by a group insurance. The Company added the actual coverage listed below:

- Life Insurance
 - Additional coverage will be available through payroll deduction.
- Weekly Disability
 - Effective at the ratification date, the weekly disability benefit maximum will be increased from \$255.00 to U.I.C. maximum benefit (\$318.00 in 1987).

Also, the employee will be covered for the total duration of 41 weeks instead of the first week to the 15th and 30th to the 41st.

- Dental Plan
 - At the ratification date, the 1987 O.D.A. schedule will be in effect.