

Wages  
2001-01-01

SOURCE	Comp
EFF.	2001/07/08
TERM.	2003/12/31
No. OF EMPLOYEES	100
NOMBRE D'EMPLOYES	df

## COLLECTIVE AGREEMENT

**BETWEEN:**

**COCA-COLA BOTTLING COMPANY  
(Hamilton)**

**(the "Company")**

**AND**

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION  
LOCAL 175**

**(the "Union")**

**Expires – December 31, 2003**

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## ARTICLE 1 – PURPOSE

- 1.01 It is the purpose of this Agreement to promote harmonious relations between the Company and its employees and to provide an amicable method of settling differences.

## ARTICLE 2 – RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent of the employees of the Company working at or out of its Plant in the City of Hamilton, save and except: Confidential Secretaries (3) to Sales Managers, Confidential Secretary to the Area Sales Manager, Sales Execution Specialists, Account Managers, Dispatcher, Plant Supervisors and persons above the rank of Supervisor.
- 2.02 The expression "outside employee" shall mean an employee in the category of sales representative, Delivery Driver and highway tractor-trailer driver.
- 2.03 The expression "inside employee" wherever used in this Agreement shall mean an employee who is not an "outside employee" or an "office employee".
- 2.04 An "office employee" shall mean an employee who performs duties of a clerical nature in the office of the Hamilton plant.
- 2.5 A "probationary employee" shall mean an employee other than a temporary employee, who has not yet completed sixty-five (65) days of actual work at the Hamilton facility, within a period of six (6) consecutive months. On completion of his probationary period, such employee shall be credited with seniority back to the last date of hire. Notwithstanding any other provision of the collective agreement, a probationary employee shall have no rights under the seniority provisions of this collective agreement and may be discharged by the Company with or without assigned cause and such discharge shall not be open to review under the grievance procedure set out in this Agreement.
- 2.06 (a) A "temporary employee" shall mean an employee who is engaged by the Company to perform work on a temporary basis. A temporary employee shall have no rights under the seniority provisions of this agreement. Temporary employees shall not be used to the extent that they cause the layoff or, prevent the hiring of a full-time employee. A temporary employee who is reclassified to full-time shall be credited with seniority from his last date of hire prior to the date on which he was reclassified to full-time and, in any event, such date shall not exceed a period of one year. Such employee shall not be required to serve a probationary period.

- 2.06 (b) Vacations and paid holidays for temporary employees **shall** be paid in accordance with the Employment **Standards** Act.
- 2.06 (c) Every three (3) months, the Company will supply the Union with a temporary employee list showing the names and hire dates of all temporary employees.
- 2.06 (d) The Company will meet with the Union every three months to review the previous years' use of temporary employees. The Union will be provided with a listing of all temporary employees at **this** time.
- 2.07 For the purposes of **this** Agreement, the masculine pronoun shall be deemed to include the feminine.

### **ARTICLE 3 – REPRESENTATION**

- 3.01 There shall be no discrimination against any employee because of race, colour, creed, sex, or membership in the Union.
- 3.02 (a) Every employee (other than a temporary employee) shall, on completion of **his** probationary period and as a condition of his continued employment become and remain a member, in good standing, **of** the Union.
- 3.02 (b) The Union agrees that it will not refuse membership to any employee without just cause. Whenever an employee is suspended or expelled from membership the Union will give the Company, in writing, the reasons for such action.
- 3.03 (a) Every employee shall, as **a** condition of his continued employment, authorize the Company in writing to deduct from each pay payable to him thereafter, such amount as the Union advises as being the amount of union dues currently payable.
- 3.03 (b) Every new employee (other than a temporary employee) shall, on completion of his probationary period, complete and sign an application for membership in the Union and an authorization for deduction from his pay of such amount as may at that time be certified by the Union to the Company as being the amount **of** the Union's standard Initiation Fee.
- 3.03 (c) The Company shall collect membership initiation fees as established by U.F.C.W. Local 175 and deduct from the members of the bargaining unit the regular dues. Such monies shall be remitted shall be remitted to Local 175 prior to the 15th day of the month following the month in which such deductions are made. The dues and initiation report will be provided in the form of e-mail (**remit@ufcw175.com**) or on a computer disk as well as hard copy of the dues report being attached to the remittance cheque.

**On** a monthly basis, the Company shall notify U.F.C.W. Local 175 of the names of new employees, their classification and rate of pay in addition to terminations.

The Deduction statement shall contain the full name of the employee and his starting date and social insurance number. Such information will, if possible given the Company's payroll system, be provided in a format that is machine-readable. The Company agrees to record the annual dues deductions for each employee on his T4 form.

- 3.04 (a) When an employee is to be interviewed for the purpose of investigating an incident, which may lead to the imposition **of** discipline or while imposing discipline, a Union Steward shall be present. However, **an** employee may request that the Steward leave the meeting. In the event that a Steward is unavailable, the Parties recognize that there may be instances, which require immediate action, and the disciplinary interview may then be held when a Steward becomes available. Should any reprimand or disciplinary measure be issued in writing, copies will be provided to **the** employee and the Plant Chairperson and such discipline shall be issued within ten (10) working days of the discovery of the alleged offence. **An** extension **of** time may be requested in order to complete an investigation.
- 3.04 (b) After a period of eighteen (18) **months** free of any warning or suspension, or a period of three **(3)** years in any event, previous warnings or disciplinary actions will not be used in progressive steps or in arbitrations.
- 3.04 (c) Employees shall have the right to review their personnel record every twelve **(12)** months, in the presence of a manager, and outside the employees' hours of work. The employee shall request **such** twenty four (24) hours in advance.
- 3.05 Representatives of U.F.C.W. Local 175 shall be permitted to visit the Company's premises to carry out the business of the Union, provided that the representative reports his presence to the Sales Centre Manager or his designate. **During** such visits the Representative shall be allowed to meet with employees provided that such meetings do not unduly disturb the Company's business.

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

- 4.01 The Union agrees that, subject to the restrictions imposed by law, the Company has the exclusive right to manage and operate its Plants and equipment and **to** carry on its business. The Union also agrees that, subject to the restrictions imposed by law or by the terms of **this**

Agreement, the Company has the right to decide all matters relating to the terms and conditions of employment of the employees, including the duties and conduct to be required of them. The Company agrees that it will not discipline, suspend or discharge any employee without just cause. The Company further agrees that the Union and the employees shall have the right to grieve should the Company exercise any of its functions in violation of, or inconsistent with, any provision of this Agreement.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The terms "strikes" and "lockouts" will have the same definitions as those set out in the Labour Relations Act of Ontario.

#### **ARTICLE 6 - UNION ACTIVITIES**

- 6.01 There shall be no Union activities during working hours which interfere with the duties of any employee unless permission is first obtained from the employee's immediate supervisor. Such permission will not be unreasonably withheld and all such time off during an employee's regular working hours shall be without loss of pay, where such activities are conducted within the plant.
- 6.02 The Company will make available for the use of the Union a bulletin board for each seniority group at each Plant whereon the Union may post such notices as it desires to bring to the attention of employees provided, however, that no such notice may be posted at places other than on these bulletin boards and further provided that no such notice may be posted until it has been signed by an Officer of the Union and submitted to the Sales Centre manager or Support Services Manager for approval.
- 6.03 Upon the written request of the Union, the Company will grant leaves of absence without pay to the employees named in such request to enable them to participate in Union activities. No such leave of absence shall be for a period of less than one day or more than seven days except that where a leave is granted to an employee to enable him to attend a Union convention, the maximum of seven (7) days may be exceeded to the extent of necessary travel time to the place of convention and return. No more than eight (8) such leaves will be granted in any one year and no more than three (3) employees may be absent on such leave at any one time. If the maximum of eight (8) leaves in any year of this Agreement has been granted, the Company will consider any further request for such leave in that year on an individual basis. The Union shall promptly reimburse the Company, the wages paid to such employee.

**6.04** Upon the written request of the Union, the Company will grant a leave of absence without pay to any employee for the purpose of attending to Union business. Such leave of absence shall be for a period of not less than one (1) month and not more than two (2) employees shall be entitled to any such leave of absence at any one time. Where such leave is ~~to be~~ for a period of ~~less than~~ one (1) year, the Union shall specify the period to be covered. If the leave is expected to be required for a period in excess of one (1) year, it shall ~~be~~ treated as an indefinite leave of absence and the Company's approval of such leave shall be considered to continue throughout the ~~life~~ of this Agreement. To the extent that it is practical to do so, the Company will endeavour to arrange for the continuance of both Company and Government welfare benefits while an employee is absent on such leave.

**6.05** With respect to employees granted leave of absence under the provisions ~~of~~ clause **6.04** above, it ~~is~~ agreed that on the written request of the Union:

**6.05 (a)** Each employee shall receive from the Company in respect of each day of absence on such leave. ~~an~~ amount equivalent to:

(i) the regular straight-time hourly rate then in effect for ~~his~~ employment classification, multiplied by eight (8) hours or ten (10) hours, as applicable

**– LESS –**

(ii) all deductions normally withheld by law from an employee's pay and, if applicable, the employee's contributions to the Extended Group Insurance Plan and the Employee Savings and Investment Plan.

**6.05 (b)** The Union shall promptly reimburse the Company for the sum of:

(i) the gross amount of the payment calculated ~~as~~ set out in (a) (i) above,

**– PLUS –**

(ii) any amount which becomes payable by the Company as a result of the Company having made to any employee a payment under the provisions of (a) above (e.g. Company contributions ~~to~~ the Employee Savings and Investment Plan, the Extended Group Insurance Plan, Employment Insurance, Government Pension Plan and Health Plan, etc.).

In the event of failure of the Union to so reimburse the Company, all payments



to employees under (a) above shall immediately cease.

- 6.05 (c)** In consideration of the agreement of the Company to make payments as provided above, the Union agrees to indemnify the Company and save it harmless from and against any and all claims, payments, and costs of any kind which it may receive, make or suffer, directly or indirectly, through having agreed to make and having made such payments, deductions and contributions or by reason of any imputed employment relationship which might be alleged to exist between such employee and the Company by reason of the making of such payments.
- 6.06** The granting of any leave of absence under clauses **6.03** or **6.04** may be refused by the Company when the granting of the same would be unreasonable having regard to the requirements of operations.
- 6.07 (a)** Every Union Steward and every officer of the Union who is an employee shall be allowed such time off as may be necessary to enable him to attend those appointments with management personnel at which his presence is required under the provisions of Article 7 and every employee who is a necessary witness at a grievance meeting or at a grievance arbitration hearing established under Article 7 shall be allowed such time off as may be necessary to enable him to give evidence at such hearing.
- 6.07 (b)** Should a Union Steward be scheduled to be on duty during the time in which a regularly scheduled meeting of the general membership of the Union is to be held, such Steward shall (provided his request is made at least 24 hours in advance) be allowed such time off work as may be reasonably required in the circumstances to permit him to attend such meeting.
- 6.07 (c)** The allowing of time off under the provisions of this clause **6.07** shall be subject to the employee having obtained permission to leave his work from his Supervisor. All such time off during an employee's regular working hours shall be without loss of pay where such business is conducted on the Company's premises provided, however, that the Company may discontinue paying for such time off, if in its opinion the privilege of requesting such time off is being abused.
- 6.08** At the request of the Union, the Company will grant time off, without loss of pay during the employee's regular working hours, to one (1) employee from the Inside seniority list, one (1) employee from the Outside seniority list, and one (1) employee from the membership at large covered by this Collective Agreement to allow them to be members of the Union Negotiating Committee and to enable them to attend arranged meetings with Company representatives or with a Conciliation Officer for the purpose of negotiating a renewal of this

Collective Agreement. The allowing of any such time off shall, however, be subject to the employee having obtained permission to leave his work from his Supervisor.

**ARTICLE 7 - GRIEVANCES**

- 7.01 **Union** Stewards shall be employees of the Company and shall not be more than five (5) in number plus the Plant Chairperson who shall also be a Steward. The Union will notify the Company in writing of the names of such Stewards and may also notify the Company of designated alternates who may serve only in the absence of a regular Steward. The Company will not recognize any individual as a Steward until it has received written notification from the **Union**.
- 7.02 (a) In this Agreement a "grievance" shall consist only of a difference concerning the interpretation, application, administration or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable.
- 7.02 (b) Should any complaint or misunderstanding arise which is not a "grievance" as defined above and if the matter is not resolved with reasonable promptness, it may be taken up through the procedure provided herein for the hearing of grievances; it being understood and agreed, however, that such a matter shall not, under any circumstances, be taken to arbitration.
- 7.02 (c) If any question arises as to whether a particular difference is or is not a grievance within the meaning of this Agreement, that question may be taken up through the grievance procedure and determined, if necessary, by arbitration.
- 7.02 (d) There shall be an earnest effort on the part of the employees and both parties to this Agreement to deal with complaints and grievances promptly through the procedure provided below.

7.03 **INDIVIDUAL GRIEVANCE**

**An** employee who has a complaint or a grievance will ordinarily discuss the matter with his immediate supervisor and if the matter is not resolved in that discussion, he may refer the question to a Steward for consideration. However, should the nature of the complaint or grievance be such that the employee prefers to refer it to a Steward first, then he may do so.

**Step 1**

If a complaint or grievance is referred by an employee to a Steward and if the

Steward considers that there may be a reasonable basis for the complaint or grievance, the employee and/or the Steward may refer the matter orally to the appropriate management representative within fifteen (15) working days of the time the grievor became aware, or should have become aware, of the event giving rise to the grievance.

**Step 2**

If the complaint or grievance remains unsettled for three (3) working days after its presentation at Step 1 it may, within a further five (5) working days be referred in writing at Step 2, and shall define the issue, to the appropriate management representative (or his designate).

**Step 3**

If the complaint or grievance remains unsettled for ten (10) working days after its presentation at Step 2, it may, within thirty (30) working days after the hearing at Step 2 be referred in writing at Step 3, to the appropriate management representative. Within ten (10) working days of the submission of a complaint or grievance at Step 3 the management representative (and/or such other persons, up to two (2) in number, as he may designate) shall meet with the employee, the Plant Chairperson, the Steward and a full-time representative of the Union, or his designate, to discuss the matter. The Company's decision will be given in writing, with sufficient explanations, to the employee and the Union within three (3) working days after such meeting.

**7.04 COLLECTIVE GRIEVANCE**

Should a group of two (2) or more employees who have a complaint or grievance based upon the same provision or provisions of this Agreement or upon similar facts, desire to have such matter dealt with collectively rather than as individual complaints or grievances, they may do so within the time limits outlined in 7.03, Step 1 herein. Such grievance or complaint shall commence at Step 3 of the grievance procedure.

**7.05 COMPANY/UNION GRIEVANCE**

Should any grievance or complaint arise directly between the Company and the Union it shall be submitted to the other party within the time limits outlined in 7.03 Step 1 herein. Such grievance or complaint shall commence at Step 3 of the grievance procedure.

**7.06 Suspension or Discharge**

- (a) When an employee is to be suspended or discharged, the steward shall be present as outlined in 3.04 herein. The reasons for such suspension or discharge will be given at the time of the suspension or discharge and will also

be confirmed in writing as outlined in 3.04 herein. The Company shall provide a copy of the disciplinary letter to the Plant Chairperson.

- (b) Grievances relating to the suspension or discharge of any employee shall be submitted directly at Step 3 of the Grievance Procedure within the time limits outlined in 7.03 Step I herein. In the event that it should be decided that the suspension or discharge of any employee is without just cause, the Company shall reinstate such employee and pay full compensation at the employee's regular hourly rate for time lost (to a maximum of forty (40) hours per week) after written complaint against such suspension or discharge has been received by the Company. Upon such reinstatement, there shall be deemed to have been no break in such employee's service with the Company.

**7.07 APPROPRIATE MANAGEMENT REPRESENTATIVE**

The "appropriate management representative" as referred to in the grievance procedures shall be as follows:

Step 1	Supervisor
Step 2	Department Manager or designate
Step 3	General Manager or designate

**7.08 GENERAL**

Should the time limits provided herein fail to be followed by the aggrieved party, the matter shall be deemed to have been abandoned, unless extended by written agreement of the Company and the Union.

**7.9 ARBITRATION**

Any grievance which is not satisfactorily resolved may be submitted to arbitration by the Company or the Union by notifying the other party in writing within thirty (30) working days of the written decision at Step 3 of the grievance procedure of its intention to proceed to arbitration as herein provided. It is understood and agreed that complaints and misunderstandings as referred to in clause 7.02 (b) hereof, shall not be arbitrable.

Any matter referred to arbitration as provided for in Article 7 hereof shall be heard by a single arbitrator who shall be chosen having regard to his impartiality, his qualifications in the interpretation of agreements and his familiarity with industrial matters.

An earnest effort will be made by both the Company and the Union to reach mutual

agreement on the person to be requested to serve as arbitrator but if such agreement cannot be reached within fifteen (15) working days of the date of notice of arbitration, then the parties shall request the Minister of Labour for the Province of Ontario to make the appointment.

### **ARTICLE 8 – SENIORITY**

- 8.01(a) Seniority of an employee shall mean the length of his continuous service; after completion of the probationary period as outlined in Article 2.04; with the Company in the Bargaining Unit covered by this Collective Agreement, except as provided in Articles 8.01 (b) and (c) below.
- 8.01 (b) It is agreed that clause 8.01(a) above shall not be applied to alter any seniority date which has been established prior to the effective date of this Agreement.
- 8.01 (c) **An** employee who is or has been transferred from the Bargaining Unit to a job with the Company outside the Bargaining Unit for a period in excess of six (6) months may then return to the Unit only to fill a vacancy which would otherwise be filled by a new hire. In such a case, the employee's seniority date would be the date on which he re-entered the Unit.
- 8.02 For the purposes of this Article 8, inside employees, outside employees and office employees shall be considered as separate seniority groups.
- 8.03 Separate seniority lists shall be maintained by the Company for each of the seniority groups referred to in clause 8.02 above, showing the name and seniority date of each employee who has acquired seniority under this Agreement. If two or more employees are hired on the same day, the times of hiring will determine their seniority ranking.
- These lists will be brought up to date every three (3) months and, at each revision, will be posted on the Union bulletin board for a period of five (5) working days. During that interval, any employee whose name appears on the list for the first time may question his seniority ranking if he is in disagreement with it. If no written complaint is received by the Company within five (5) working days of the posting of a seniority list, the revisions contained in that list shall be deemed to be correct by all concerned.
- A** copy of each updated list will be mailed to the Union Office and a copy given to the Plant Chairperson.
- 8.04 **An** employee's service with the Company shall be broken if that employee:
- (a) quits,
  - (b) is laid off for a period of eighteen (18) months or more,

- (c) is discharged and is not reinstated,
- (d) fails to return to work on the expiration of any period of leave granted by the Company unless excused by the Company, which shall not be unreasonably withheld,
- (e) is absent from work for more than three (3) consecutive working days without having notified the Company and received permission to be absent, which permission shall not be unreasonably withheld.
- (f) otherwise ceases to be employed by the Company.

**8.05** In making transfers, promotions, demotions, layoffs, and recalls from layoffs within a seniority group, seniority shall govern, provided the employee can satisfactorily fulfil the normal requirements of the job.

**8.6 JOB POSTING**

8.06 (a) When a regular full-time job in the Inside or Outside seniority group becomes vacant, the Company shall post a notice of such job vacancy on the Union bulletin board for a period of five (5) working days. During that period, any regular employee in the Inside or Outside seniority group may make written application for the vacant job and all such applications will receive consideration in accordance with the provisions of Clause 8.05.

It is understood and agreed by the parties that an employee wishing to transfer between seniority groups under these arrangements must be capable of satisfactorily performing the work so made available to him. In keeping with that understanding, it is agreed that a three (3) month trial period shall apply from the date of transfer during which the transfer may be reversed, if so requested by the employee or by the Company. In such case, the reverting employee may displace the employee who replaced him in his previous position.

8.06 (b) The Company will select the successful applicant within five (5) working days of the close of the posting period and will within a further three (3) days, advise the employees in the seniority group concerned of its decision by posting that information on the Union bulletin board.

8.06 (c) The first two job vacancies which may be created as a result of the selection of an employee under the provisions of 8.06(a) and (b) hereof shall also be posted in accordance with the provisions of those paragraphs.

8.06 (d) If an employee was absent on vacation or an approved leave of absence not exceeding eight (8) weeks at the time of posting of a job for which he is qualified, he may apply for consideration for that job within five (5) days of his return to work, and if accepted by the Company, he shall then displace any employee previously selected to fill such vacancy.

- 8.06 (e) Any job vacancy (or vacancies) which may be created as a result of the selection of an employee to fill a job vacancy posted under the provisions of 8.06(c) may be filled by the Company in accordance with the provisions of clause 8.05 hereof, but posting of such ensuing vacancy (or vacancies) shall not be required.
- 8.06 (f) In the event that the Company has no employee in a seniority group who can satisfactorily fulfil the normal requirements of a job vacancy in that seniority group, and if there is, at that time, no qualified employee on layoff ~~from~~ any other seniority group covered by this Agreement who wishes to exercise the right of temporary transfer provided for in clause 8.09(d) hereof, the Company may hire a new employee to fill such vacancy. The Company may fill any vacancy, temporarily, pending completion of procedures set out herein.
- 8.06 (g) When an employee has received a change of job or shift assignment under the provisions of this clause 8.06, he shall not be entitled to apply for a posted vacancy during the following six (6) months, unless such job vacancy is in a Wage Bracket higher than his own.
- 8.06 (h) While the intent of this clause is to provide employees with a means of expressing personal preference in the assignment of their regular duties, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.
- 8.06 (i) A copy of each job posting and notice of successful applicant will be given to the Local Union and copies of same will also be mailed to the Union Office.
- 8.07 (a) It is understood and agreed that the provisions of clause 8.06 shall apply only in the case of "permanent" vacancies. However, when there is a temporary vacancy in a seniority group (including vacancies created by the addition of temporary shifts), and the Company expects such work to be available for a period in excess of five (5) working days, the Company shall, in so far as the requirements and efficiency of operations will permit, make such temporary assignment available to qualified employees on a seniority basis. For this purpose, seniority shall be recognized by Job Classification, within the following departmental groupings:

**Inside Employees**

Shippers & Receivers  
 Warehouse Worker  
 Garage  
 Sales Equipment Service

**Outside Employees**

Sales Representatives  
 Delivery Drivers  
 Transport Drivers

On completion of such a temporary assignment, the affected employee will revert to his regular job and/or shift, provided such work is available for him,

or otherwise he shall be re-assigned having regard to his seniority and the provisions of this Agreement.

While the intent of this clause is to provide employees with a means of expressing personal preference for temporary assignments of reasonable duration, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.

In the event that a position which has been filled on a temporary basis should continue to be required for a period in excess of six (6) months, such position will thereupon be considered as a "permanent" position and shall then be posted as provided for in clause 8.06 hereof.

Notwithstanding anything herein contained, it is agreed that in making any temporary promotion in the outside seniority group the Company will, whenever practical, endeavour to give due consideration to the relative seniority of the available and qualified employees.

8.07 (b) When in the judgement of the Company it is practical, appropriate and timely to do so, the Company will endeavour to make available to employees who are likely to be candidates for a promotion (and who would otherwise be qualified for such promotion) or who are likely to be subject to layoff, the opportunity of receiving such training as may be necessary to enable them to satisfactorily perform the work so made available to them. An employee who has received such training shall not then be entitled to refuse an assignment to the position for which he has been trained.

8.08 **DEMOTIONS**

If, as the direct result of a reduction in the work force, one or more demotions should become necessary, it is agreed that the provisions of clause 8.05 hereof shall be observed. It is understood, however, that this clause 8.08 shall not apply in the case of an employee who is demoted as a result of his misconduct or his inability to satisfactorily perform the work required; it being further understood, however, that if within three (3) months of receiving a promotion an employee requests to be relieved of his new responsibilities or is demoted due to his inability to satisfactorily perform, such new duties, he shall be permitted to revert to his former position and in so doing may displace the employee who succeeded him in that position.

8.09 **LAYOFFS**

Whenever layoffs in a seniority group are necessary, they shall be accomplished as follows:



8.09 (a) The Company shall first layoff temporary employees and then probationary employees, if any, in that seniority group. If further reduction of staff is required, the Company shall then lay off regular employees in accordance with the provisions of clause 8.05 hereof, it being understood that, in **this** instance, seniority is reversed (i.e. the most junior man will be the first laid off). If any regular employee is to be laid off for a period of more than five (5) working days, he shall receive five (5) days written notice of such layoff and the Union shall be provided with a copy of same. Layoff notices will expire after three (3) months.

It is mutually agreed that for the purposes of administration of the foregoing paragraph, the term "in accordance with the provisions of clause 8.05" shall mean that the following procedure will be observed:

- (i) any regular employee for whom work is not available may displace the least senior employee within the same **shift** and department, providing he has greater seniority;
- (ii) the employee displaced in (i) above may then displace the least senior employee whose job he is capable of satisfactorily performing within the same shift, providing he has greater seniority;
- (iii) the employee displaced in (ii) above may then displace the least senior employee within his seniority group whose job he is capable of satisfactorily performing.

For **this** purpose, the expression "department", as used in (i) above, shall be defined by reference to the following departmental groupings:

<b>Employees</b>	<b>Inside Employees</b>	<b>Outside Employees</b>	<b>Office</b>
	Shippers & Receivers Warehouse Worker Garage Sales Equipment Service	Sales Representatives Delivery Drivers Transport Drivers	

A regular employee may displace a less senior employee in accordance with points (i), (ii) and (iii) above only if such employee can satisfactorily fulfil the normal requirements of the job occupied by the less senior employee.

8.09 (b) **An** employee having seniority standing in the Inside or Outside seniority group who is laid off for more than one (1) working day shall have the option of:

- (i) displacing a temporary or probationary employee in the Inside or Outside seniority group, or
- (ii) if there are **no** temporary or probationary employees to be displaced, of displacing the most junior employee in the Inside or Outside seniority group,

provided that such employee submits a written request for such temporary transfer to another Inside or Outside seniority group and is capable of satisfactorily performing the work so made available to him. It is understood that junior employees shall be laid off in sufficient numbers to permit the exercising of this option and that the resulting temporary transfer of more senior employees shall not become effective until the commencement of the next regular day of work scheduled for the employee to be displaced. The transferred employee will receive the rate of pay of the job to which he is assigned.

Notwithstanding the foregoing provisions, if the Company is able to arrange the transfer between seniority groups without the one (1) day waiting period, it shall do so.

- 8.09 (c) **An** employee exercising the option outlined in (b) above, shall not acquire seniority in the group to which he is transferred, but shall retain his recall rights in his original seniority group. In the event of a layoff, the employee would be able to exercise his seniority for any vacant non-posted positions.
- 8.09 (d) The Company shall maintain a list of employees (other than probationary or temporary employees) laid off by it **from** each seniority group within the prior eighteen **(18)** months and such list shall show the seniority of such employees. A copy of the daily layoff list **will** be provided to the local Union Plant Chairperson. When workers are required for a seniority group, the layoff list for that seniority group will be examined and, to the extent of the number of jobs available, the employees listed therein will be recalled **from** transfer or layoff in accordance with the provisions of clause 8.05 hereof. If, following such recalls, there is still a deficiency of workers in the Inside or Outside seniority groups, then employees on the layoff list from the other (Inside or Outside) seniority group shall be offered, in seniority order, the option of transferring temporarily to the vacant position. Such temporary transfers shall be subject to the provisions of clause 8.09(c) hereof.
- 8.09 (e) Employees being recalled shall be notified by telephone as soon **as** is practical. It shall remain the responsibility of the employee to ensure that the Company has an up to date telephone number. In the event that an employee is unable to be reached by telephone, the Company will move to the next

name on the recall list, and shall then send a registered letter to the employee requesting him to notify the Company if they wish to remain on the seniority list. Failure to respond to the registered letter within five (5) working days of receipt shall result in the employee's name being removed from the seniority list.

- 8.09 (f) Notwithstanding anything herein contained it is agreed that if an outside employee has not presented himself for assignment of the day's work prior to the time his shift is scheduled to commence he shall be considered to be unavailable for work on that shift and in such circumstances the layoff provisions set out above shall have no application.
- 8.09 (g) It is mutually agreed that an employee who would otherwise be on layoff may request that part or all of such layoff period be regarded as annual vacation time and be paid accordingly. The Company will honour such requests, provided that the employee has sufficient unused vacation entitlement to accommodate the request.
- 8.10 If, after recovery from an at work accident or illness accepted by the Workplace Safety and Insurance Board, an employee is unable to perform his former duties, and if there is, at that time, a regular job in his seniority group which is either vacant or held by an employee having less seniority, such employee shall, if he is capable of satisfactorily performing the required duties, be transferred to such position. If there is no regular job within his seniority group which he is capable of satisfactorily performing, the Company will consider a request for transfer to the other seniority group at his Plant if there is, at that time, a regular job which is vacant and if he is capable of satisfactorily performing the duties required.
- 8.11 An employee who wishes to transfer to another Company location, may notify the Company in writing of his desire to do so. When, following completion of the job posting procedure, a vacancy exists at the other location, the employee requesting the transfer shall be given consideration in preference to a new hire. Any such transfer will be subject to the terms and conditions of the collective agreement at the new location.

#### **ARTICLE 9 – HOURS OF WORK – OVERTIME**

- 9.01 The workweek shall commence at midnight Saturday-Sunday and all work performed in a shift or other similar work period (including any extension thereof) shall be deemed to have been performed in the same day in which the majority of hours are worked.
- 9.02 For the purposes of this Agreement, time worked shall be calculated in units

of six (6) minutes and periods of work of less than six (6) minutes per day shall be disregarded.

9.03 (a) **BASIC WORK WEEK**

The basic workweek for regular full-time employees shall consist of either five (5) eight (8) hour days or four (4) ten (10) hour days. Temporary employees will be assigned work subject to Article 2.06 on an as needed basis. The Company does not guarantee, however, to provide work for any employee nor to maintain the work week or working hours presently in force. Employees on the 8 hour shifts will be scheduled for five consecutive days with two consecutive days off. Employees on the 10 hour shifts will be scheduled for four consecutive days with three consecutive days off. However, it is recognized that the consecutive days off may overlap work weeks. Further, this clause is not intended to guarantee two (2) or three (3) consecutive days off if changing the weekly shifts from one week to the next prohibits this.

9.03 (b) **LOST SHIFT MAKE-UP & PULL BACK (Articles (b), (c) and (d))**

In the event that a regular employee (including a probationary employee) has been laid off for at least one day during his scheduled work week, he shall have the option of displacing the least senior or a temporary employee who is scheduled to work in his department on one of his scheduled off days in that work week provided he is capable of satisfactorily performing the work required and provided that such shift is not scheduled to begin or end within eight (8) hours of the employee's regular shift. Such work will be performed at regular straight time hourly rates plus any night shift, Saturday or Sunday premium, if applicable.

9.03 (c) If the Company has need to use a temporary employee on a Sunday, Monday or Tuesday, such work will first be offered to regular employees (including probationary employees) in that department who are not scheduled to work on that day. Such offer of work will be made on a seniority basis to such employees who are capable of satisfactorily performing the work required and provided such substitute shift is not scheduled to begin or end within 8 hours of the employee's regular shift. If a regular employee accepts the Sunday, Monday or Tuesday work, he will be paid straight time and his previously scheduled shift for that week will be reduced by an equivalent number of days, starting from the last scheduled day of the week. If any employee hereunder works a combination of 8 and 10 hour shifts in a week and such combination results in work being performed in excess of 40 hours in the week, the employee shall not be paid at the overtime rate for such excess hours worked in the week. Employees who wish to be offered such work will be asked to sign a list maintained by the Department Manager

indicating a desire to be called for such work. Only employees who sign such list will be called. Employees may add or delete their name from such list at their option.

- 9.03 (d) **In** applying Article 9.03 (b) and (c), the Company will advise the appropriate employees either by telephone or in person of the opportunity to work a substitute shift. Employees must either accept or refuse the substitute shift when offered. If the employee fails to answer the phone call, he will be bypassed as if he had refused and the supervisor will continue calling the next employees by seniority. However, if the supervisor is able to leave a message at the employee's phone number, the employee may return the call to that supervisor and may claim an available substitute shift if it is still available at the time of the return call.

9.04 **OVERTIME PAY**

Overtime at the rate of one and one-half (1.5) will be paid for all hours worked in excess of an employee's eight (8) or ten (10) hour day or on an employee's first scheduled day off in the week unless the work on that scheduled day off is performed pursuant to Article 9.03 (b) or (c). An employee who works on his second or subsequent scheduled day off in the week after having worked overtime on his first scheduled day off as set out above, shall be compensated at the rate of double time for hours worked on the second or subsequent day(s) off that week.

Where an employee, who as a result of the exercise of rights under Article 9.03 (b) or (c), works a combination of eight (8) and ten (10) hour shifts in a week and such combination results in work being performed in excess of forty (40) hours in a week, the employee shall not be paid at the overtime rate for such excess hours worked in the week.

9.05 **SATURDAY AND SUNDAY PREMIUMS**

Every regular full-time hourly rated employee who is regularly scheduled to work on a Saturday and/or Sunday shall, while so scheduled, be paid a premium as shown below:

**Effective July 8, 2001:**

For Saturday \$1.50  
For Sunday \$1.75

for work performed by him and required by the Company, unless he is entitled under the other provisions of this Article to be paid at the rate of

time and one-half **(1-1.5)** or two **(2)** times his hourly rate, as the case may be, for work so performed by him and required by the Company. For the purposes of this Agreement, such premiums shall not be considered as forming part of an employee's hourly rate.

**9.06**            **REPORTING PAY**

Should any employee who reports for work at his scheduled time, not having been previously notified to the contrary, shall be entitled to a minimum of four **(4)** hours pay at the rate of pay to which he would have been entitled for the work he had been scheduled to perform on that day, but it is agreed that he shall perform any suitable work for this four **(4)** hour period, if so required. However, it shall remain the responsibility of an employee who has been absent from work to check with the Company to determine if work is available before returning for work on that shift. If any employee is absent from work with approval on a Friday, it will be presumed that he will be available for work on the following Monday, unless he advises the Company to the contrary. Therefore, should such an employee be unable to report by Monday, he must notify the Company to that effect prior to his scheduled **start** time.

**9.07**            **BREAKS**

(a) Every employee will be allowed one (1) paid rest period of fifteen **(15)** minutes during each one-half ( $\frac{1}{2}$ ) shift. Rest periods will be arranged as near the mid-point of each one-half ( $\frac{1}{2}$ ) **shift** as possible.

(b) Where it is anticipated that an employee will perform additional work required by the Company for a period of two **(2)** hours or more immediately following his normal work period of eight **(8)** or ten **(10)** hours, he shall be granted a rest period of fifteen **(15)** minutes, with pay, as close to the commencement of the additional work as is possible or, at the employee's option, shall be paid for the fifteen **(15)** minutes.

**9.08**            **OVERTIME ASSIGNMENT**

(a)    **Pre-Scheduled Overtime**

The Company will endeavour, in so far as the requirements and efficiency of operations will permit, to assign planned overtime work (i.e. overtime

scheduled at least twenty-four (24) hours in advance) to employees who are not scheduled to work on that day on the following basis:

- (i) Such opportunity will first be made available on a seniority basis to those regular employees who normally perform the work on which such overtime is required; and
- (ii) in the event that the Company's needs cannot be entirely satisfied in that manner, the overtime opportunity will then be made available on a seniority basis to other regular hourly rated employees in the same seniority group who are capable of satisfactorily performing the work required;
- (iii) in the event that the Company's needs are still not satisfied, the overtime opportunity may be offered *to* probationary **and** temporary employees in the seniority group.

9.08 (b) Nothing herein **shall** prevent the Company ~~from~~ using temporary employees, properly employed under Article 2.06, to perform the work in order to avoid the necessity **of** pre-scheduled overtime, provided the temporary employee has worked fewer than 5 days in that week (or four days if employed on a 10 hour shift).

9.08 (c) **Un-Scheduled Overtime**

In the case of unscheduled overtime, other ~~than~~ overtime to be performed as a continuation of work in process, the Company will endeavour, in so far as the requirements and efficiency of operations will permit, to make such overtime available on a seniority basis to regular employees on the following basis:

- (i) in the appropriate department;
- (ii) then to regular employees in the appropriate seniority group;
- (iii) in the event that the Company's needs are still not satisfied, the overtime opportunity may be offered to probationary and temporary employees in the seniority group;

who are available on the Company's premises at the time such overtime **is** to commence and who are capable of satisfactorily performing the work required.

9.08 (d) If the unscheduled overtime work is for a pre-shift period, the overtime shall be offered and assigned in the same manner as above to employees on that incoming shift.

9.08 (e) It is understood that to facilitate the distribution of overtime work, employees may be required to indicate their desire for such assignments by signing an "employees available for overtime" list. Employees who sign the list for overtime and refuse to work the overtime on three occasions within a three month period shall be excluded for overtime for three consecutive months from the last date of refusal. It is further understood that in the event that all overtime requirements cannot be filled on a voluntary basis, such work may then be assigned (subject to applicable law) on a reverse-seniority basis to those employees in the appropriate seniority group who are capable of satisfactorily performing the work required.

9.08 (f) It is agreed that the Company will not normally offer opportunities for overtime work if doing so may reasonably be expected to result in **an** employee working more ~~than~~ sixteen (16) consecutive hours. However, in the event that **an** employee should work for more than sixteen (16) consecutive hours (excluding unpaid meal breaks), he shall not be considered available for any assignment until eight (8) hours have elapsed ~~from~~ the completion of the overtime assignment. In such **an** event, the Company will make every reasonable effort to reschedule, by up to two (2) hours, the **start** time of the employee's next regularly scheduled **shift** so that he will still have the opportunity to **work** a regular eight (8) hour **shift** or regular ten (10) hour **shift**.

9.08 (g) All overtime to be worked by employees must be approved, in advance, by ~~the~~ Company.

9.09 **PRIORITY FOR STAFFING**

Where extra **shifts** are available, the priority for staffing those extra shifts will be as follows:

- i) regular employees (including probationary employees) exercising rights under Article 9.03 (b);
- ii) regular employees (including probationary employees) exercising rights under Article 9.03 (c);
- iii) temporary employees engaged at straight time rates as contemplated in Article 9.08 (b);
- iv) overtime **as** set out in Article 9.08 (a);
- v) overtime as set out in Article 9.08 (e)

9.10 **CALL-OUT**

Where **an** employee has left the Company's Plant on completion of his day's



work and is then called by the Company and requested to return to work at a time before the commencement of his next schedule day's work, such request shall constitute a "call-out". An employee reporting for work on a "call-out" shall be entitled to be paid for work performed by him outside his scheduled working hours at the rate of time and one-half (1%) times his hourly rate or four (4) hours' work at his hourly rate, whichever is greater.

#### **ARTICLE 10 – NIGHT SHIFT PREMIUM**

**10.01** Every hourly-rated employee shall be paid a night shift premium of one dollar (\$1.00) per hour for work performed by him and required by the Company after four (4:00) p.m. in a day and before seven-thirty (7:30) a.m. in the following day in the case of Inside employees and after four-thirty (4:30) p.m. in a day and before seven (7:00) a.m. in the following day in the case of Outside and Office employees provided, however, that such premiums shall not be paid for any time worked in respect of which overtime premium is payable. For the purposes of this Agreement, such night shift premium shall not be considered as forming part of an employee's hourly rate. In the event of the introduction of four (4) by ten (10) work weeks, the above night shift hours will be revised accordingly.

#### **ARTICLE 11 – HOLIDAY PAY**

11.01 (a) The expression "holiday" wherever used in this Agreement, shall mean any one of the following:

**DAY OF NEW YEAR'S EVE  
NEW YEAR'S DAY  
DAY AFTER NEW YEAR'S DAY  
GOOD FRIDAY  
VICTORIA DAY  
DOMINION DAY  
CIVIC HOLIDAY  
LABOUR DAY  
THANKSGIVING DAY  
DAY BEFORE CHRISTMAS  
CHRISTMAS DAY  
BOXING DAY**

Effective in the calendar year 2002, regular employees shall be entitled to one "Float Holiday." Such day shall be scheduled between the employee and his supervisor.

11.01 (b) If a holiday should be declared by government which is not listed above and which is to be generally observed in the Province of **Ontario**, such holiday shall be observed and paid by the Company under the same terms and conditions as apply to the holidays which **are** listed above.

11.02 Should any of the holidays mentioned above fall on a Saturday or on a Sunday, the regular **working** day which is closest thereto will normally be designated as the holiday. If, however, any question should arise as to the day in the year to be designated as any one of the holidays mentioned above, the Company shall decide the question for purposes of this Agreement. If an employee should be scheduled to have one of his regular days off on a day designated **as** a day to be observed as a holiday, that employee shall be allowed another day off with pay in lieu of the holiday with pay and, for purposes of this Agreement, such lieu day will be considered **as** his "holiday". The Employer further agrees not to switch employees back to **5x8** to alter **this** clause.

11.03 Each employee who has completed his probationary period shall receive holiday pay for each such holiday, provided that he is at work on his last regular workday before the holiday and his first regular workday after the holiday. An employee's holiday pay for each such holiday, shall be **an** amount equal to his regular hourly rate, multiplied by

- 8 hours if scheduled for a **5 x 8** hour work week
- 10 hours if scheduled for a **4 x 10** hour work week
- 7-1/2 hours for office employees

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

11.04 **An** employee who was absent on **his** last regular workday before and/or his first regular workday after the holiday will qualify for holiday pay (as set out in clause 11.03 above) if such absence:

- Pay), or**
- (a) is paid for under the provisions of clause 15.01 hereof (Bereavement
  - (b) is paid for under the provisions of clause 16.01 hereof (pay for Jury or
- Witness**
- Duty), or**
- (c) has been approved by the Company, or
  - (d) is due to a layoff which commenced not more than five **(5)** working days prior to the holiday or on the first work day after the holiday, provided, however, that such holiday pay shall not be payable if the employee is eligible for full or partial payment for the day on which the holiday is

observed under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Company's Extended Group Insurance Plan, Workplace Safety and Insurance Board, Employment Insurance, Government Pension Plan, etc.).

**ARTICLE 12 – VACATION**

**12.01** The vacation year shall be the calendar year. Employees will not be entitled to vacation until after they have completed one complete calendar year of employment. During the first year of employment, an employee shall be paid four percent (**4%**) of their earnings from their start date until December 31st. During the first complete calendar year of employment, employees shall not be entitled to receive time off for the purposes of vacation, but may be granted a leave of absence without pay for time off as required by the employee.

**12.02** Vacation entitlements will be taken in the year following that **in** which they were accrued. The length of vacation to which each employee will be entitled will be governed by the total length of his continuous service with the Company, and will be determined from the schedule in clause **12.04** below.

**12.03** The amount of pay to which each employee will be entitled in respect of his vacation will be determined in accordance with clause **12.04** below. The earnings on which the calculation will be based shall be total earnings from the Company for the calendar year of service in respect of which the vacation is granted including any premium pay (overtime, night shift, etc.) and pay for time not worked (vacation, observed holidays, sick pay, etc.).

**12.04 Schedule of Vacation ~~With~~ Pay Entitlement**

<b>Payable</b>	<b>Length of Service</b>	<b>Length of Vacation</b>	<b>% of Earnings</b>
	<b>1</b> but less than 5 yrs.	<b>2</b> weeks	<b>4%</b>
	5 but less than 10 yrs.	3 weeks	<b>6%</b>
	10 but less than <b>20</b> yrs.	<b>4</b> weeks	<b>8%</b>
	<b>20</b> but less than 30 yrs.	5 weeks	10%
	After 30 years' service	6 weeks	<b>12%</b>

**12.05** If an employee's vacation pay calculated **on** the basis of his regular hourly rate, multiplied by forty (**40**) hours for each week of vacation to be taken would be greater than the amount to which he would be entitled under clause 12.04 above, then he will be paid the greater amount. If during the year of service in respect of which the vacation is granted, the employee has been absent from work (in the aggregate) for more than twenty-five (25) working days due to layoff, or for more than ninety (90) working days for any other reason other than an absence on WSIB), then vacation pay shall be calculated only on the

percentage basis set out in clause 12.04 above. If, during any year of service, an employee has been absent for more than ninety (90) working days, (other than absence on WSIB) he may, if he so wishes (but only to the extent permitted by law) waive one or more weeks of his vacation entitlement for that year without reduction in the percentage basis (only) vacation pay for which he qualifies.

- 12.06 For the purposes of this Article 12, a week shall mean a period of seven (7) consecutive days, including Saturdays, Sundays, and holidays falling within the period of vacation.
- 12.07 Should one or more holidays named in clause 11.01 hereof fall **within** the period of an employee's vacation he may, not later than 15 days before such vacation is to commence, request an additional day off, with pay, in lieu of each such holiday. Such lieu days will be granted during the months of January, February, March, April, October, or November only, but, subject thereto, the Company will endeavour to arrange for the day(s) off at a time suitable to the employee. If an employee does not so elect time off in lieu of the holiday, then **his** pay for the week of vacation containing such holiday(s) shall be increased by twenty percent (20%) for each such holiday.
- 12.08 Every employee will be paid, immediately prior to his going on vacation, the vacation pay to which he is entitled.
- 12.09 (a) Employees who are entitled to either two **(2)** or three **(3)** weeks of vacation may take up to two (2) weeks vacation during the period between **the** third Monday in May and the third Friday in September.
- 12.09 (b) Employees who are entitled to **four (4)** or more weeks of vacation may take **up** to three **(3)** weeks vacation during the period between the third Monday in May and the third Friday in September.
- 12.09 (c) **The** tentative list of summer vacations will be posted not later than February 15th of each year.
- 12.09 (d) The vacation schedule will be finalized and a list of vacations posted on the **Union** bulletin board not later than March 15th of each year. Subject to the provisions of clause 12.09 (h) hereof, the schedule will not thereafter be changed without the mutual consent of the Company and the employees who would **be** affected.
- 12.09 (e) Subject to the limitations of clauses 12.09(a) and (b) and to the terms of clause 12.09(g) hereof, preference in regard to the available vacation dates will be given in order of seniority.
- 12.09 (f) For the purpose of determining the choice of vacation periods (but for that

purpose only), seniority shall be applied, within each seniority group, by **shift** (day and night) and by the following department groupings :

<b>Employees</b>	<b>Inside Employees</b>	<b>Outside Employees</b>	<b>Office</b>
	Shippers & Receivers	Sales Representatives	
	Warehouse Worker	Delivery Drivers	
	Garage	Transport Drivers	
	Sales Equipment Service		

12.09 (g) Notwithstanding the other provisions of this clause 12.09, it is agreed that:

- (i) if, following confirmation of the vacation schedule an employee receives, under the provisions of the job posting procedure, a change of job which places him on a different shift and/or in a different departmental grouping (as referred to in this clause 12.09). his vacation period(s) may then be rescheduled and will be subject to the prior preferences of employees already in the vacation grouping to which he is transferred, and,
- (ii) any vacation granted to **an** employee during a time when he is on temporary transfer to another job or shift shall be taken in accordance with the vacation schedule for the department/shift to which he is temporarily assigned and shall be subject to the prior preferences of the employees regularly assigned to such department/shift; provided, however, that if such temporary transfer is a mandatory reassignment by the Company to meet the needs of the business. every reasonable effort will be made to accommodate the affected employee's original vacation preferences.

12.09 (h) It is agreed that **this** clause 12.09 shall not be construed as preventing the Company from granting vacation periods in excess of the minimum periods set out above, if it believes the particular circumstances are such that **this** may be done without adversely affecting the requirements and efficiency of operations.

12.10 Every employee whose employment with the Company is terminated shall be paid outstanding vacation accrued from the previous calendar year plus the applicable percentage of earnings from the current year.

12.11 Notwithstanding anything in **this** Article contained, **an** employee, granted a leave of absence under the provisions of clause 6.04 hereof in any year of his continuous employment, shall be granted and shall take a pro-rated vacation with pay in respect of the portion of that year during which he **was** not on such leave of absence.

**ARTICLE 13 -- LONG SERVICE LEAVE**

**13.01** In recognition of and appreciation for long association with the Company, each employee who completes his 25th, 30th, 35th, 40th, or **45th** year of continuous employment with the Company shall, on completion of each such **fifth** year of employment, qualify for a special Long Service Leave. Each such Long Service Leave will be of two (2) weeks duration and the employee will be paid for each week of such absence an amount equal to his regular hourly rate, multiplied by forty (40).

The foregoing provision shall apply to all regular full-time employees of the Company who were employed by the Company as at December 31, 2005. For these employees to receive an entitlement pursuant to **this** provision after December 31, 2005, they must, by December 31, 2005 have already received a benefit under this provision at any of these long service plateaus.

**ARTICLE 14 -- WORK CLOTHING**

14.01 The Company will supply to each employee (other than a temporary employee) without cost as reasonably required by him during each year of **this** Agreement the items of Standard Work Clothing to the total amounts specified in the following schedule:

**Group No. 1 Sales Representatives**

1 blazer  
2 ties  
3 trousers  
1 car coat (in each 2 year period)  
**5 shirts**

**Note:** In the case of new, permanent appointments to the position of Sales Representative, the first issue only will include an extra blazer.

**Group No. 2 Delivery Drivers, Sales Equipment Servicemen and Sales Equipment Service Trainees regularly working outside the plant and Highway Tractor Trailer Drivers.**

**Standard** Sales Work Clothing consisting of the following:

3 trousers  
4 shirts  
4 T-shirts

1 windbreaker  
1 cap or toque  
1 vest in each 2 year period

**Note:** Should an employee in Group No. 2 so desire, he may receive an extra pair of trousers in lieu of one windbreaker or vice-versa or may receive an extra shirt in lieu of two T-shirts, or may receive one winter parka in lieu of one windbreaker and one shirt, or may receive one (or more) pair of shorts in exchange for one (or more) pair of trousers.

**Group No. 3** *All Inside employees other than temporary employees and employees covered by Group No. 2*

Standard Plant **Work** Clothing consisting of the following:

3 trousers

4 shirts

4 T-shirts

or in lieu of these, if so determined by the Company, 4 standard coveralls.

Posted Shipper Receivers/Forklift Operators, posted Sweepers, and any employees operating a forklift on a regular, full-time basis who work in cold conditions will be provided with one (1) windbreaker (similar to Driver windbreaker).

**Note:** Should an employee in Group No. 3 so desire he **may**:

- receive an extra pair of trousers in lieu of two shirts, or vice-versa:
- receive an extra shirt in lieu of two T-shirts
- where the Company considers it to be appropriate, receive one or more pairs of coveralls in lieu of shirts and trousers, on the basis of one pair of trousers and two shirts being the equivalent of one pair of coveralls
- receive one cap or one toque in lieu of one shirt.
- receive one (or more) pair of shorts in exchange for one (or more) pair of trousers.

14.02 It is understood and agreed that an employee will receive only garments of the type specified for his particular **Group** (as described in clause 14.01 above) and that the quantities listed for each Group represent the maximum number of garments which will be issued free-of-charge to any one employee during any year. Every employee to whom **Work** Clothing is provided under this Article 14 is expected to wear during his working hours the Standard **Work** Clothing specified for his particular Group.

- 14.03 It is agreed that the Company will clean standard coveralls issued to employees listed in Group No. 3 in clause 14.01 above to the extent of one (1) such coverall per man per week.
- 14.04 Following completion of the probationary period, new regular employees will be issued work clothing as soon as practical and such first issue will be a full year's entitlement, as set out above (in second and subsequent years of employment, the employee will receive the regular semi-annual issue).
- 14.05 When a regular employee qualifies for issue of safety boots he may purchase approved safety boots or shoes from the supplier of his choice. On presentation to the Company of evidence of purchase of approved boots, the Company will reimburse such employee up to the maximum safety boot allowance of \$125 per employee, per year. Any cost in excess of the allowance 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) and any additional safety footwear purchased for at-work wear must meet the same specifications.

Probationary employees are required to purchase their own approved safety footwear and will receive the allowance on successful completion of their probationary period and appointment as a regular employee.

Temporary employees are required to provide their own approved safety footwear. However, if a temporary employee is accepted as a regular employee he will, on reclassification or on completion of his probationary period, whichever is later, be paid the safety footwear allowance.

#### **ARTICLE 15 -- BEREAVEMENT PAY**

- 15.01 In the event of the death of the wife, husband, child, father, mother, brother, sister, mother-in-law, or father-in-law of an employee, that employee will be allowed such time off, with pay, as may be reasonably required in the circumstances. The extent of such leave shall be in the sole discretion of the Company but the general standard shall be three (3) consecutive working days. In the event of the death of an employee's grandmother, grandfather, grandchild (effective July 8, 2001), brother-in-law, sister-in-law, daughter-in-law, or son-in-law, that employee will be allowed one (1) day off, with pay, to attend the funeral. It is further agreed that these provisions shall be interpreted to include step-relatives and common-law spouses. It is also agreed that the bereavement leave as referred to herein may be increased by up to two (2) days' travel time, provided that such additional time off is necessary in the particular circumstances and that approval is obtained in advance of departure.



## **ARTICLE 16 – PAID TIME OFF**

### **16.01      Jury Duty**

An employee who is called for Jury Duty or who is subpoenaed to appear in Court as a witness will receive for each day of necessary absence on that account the difference between his regular earnings for that day and the amount of the fee received from the Court, provided that the employee furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received.

### **16.02      Sick Pay**

**16.02 (a)** Every regular employee who has completed one or more years of continuous employment with the Company shall be entitled, in each year of the life of this Agreement, to payment for up to six (6) days of absence due to bonafide illness, (in the event that an employee commences work but becomes ill during the course of the day and does not complete his scheduled shift, such part day of absence will, for the purpose of this clause **16.02**, be counted as one-half (½) day of absence due to illness). Such payments shall be in an amount equal to seventy-five (75%) of the employee's regular rate of pay as of the first day of the contract year and any unused credits shall be paid to the employee within thirty (30) days of the end of that contract year.

**16.02 (b)** The sick pay credit of a regular employee who has not completed a full year of continuous employment with the Company shall be computed on the basis of a one-half (½) day credit for each completed month of continuous employment.

**16.02 (c)** No payment shall be made under this clause **16.02** for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan, WSIB, Employment Insurance, Government Pension Plan, etc.).

**16.02 (d)** An employee who, at the conclusion of the contract year, has an unused sick pay credit of at least five (5) days may, provided he has not been absent in that contract year for any reason other than:

- (i) bonafide illness, (i.e. a claim for 1 (one) day of illness, leaving 5 days sick pay credit remaining, shall not disqualify an employee from the provisions of this paragraph **16.02 (d)** ), or
- (ii) a paid absence referred to in paragraph (c) above, or
- (iii) an unpaid absence for bereavement, the birth of a son or daughter, or because of the closing of the plant by the Company due to an Act of

God;

may receive in lieu of the cash payment referred to in paragraph 16.02(a) above, a 5-day leave of absence at his regular rate of pay. Such leave of absence is to be taken outside the regular vacation period (as referred to in 12.09(a) hereof) and at a time to be mutually agreed upon by the employee concerned and the Company. Should such an employee have an unused sick pay credit of (six) 6 days, then in addition to the Five (5) day leave of absence with pay for which he qualified under the above provision, he will be paid for the remaining one day at seventy-five (75%) percent of the regular rate of pay that was in effect for him on the first day of the contract year. Provided that such leave of absence is arranged at least two (2) weeks in advance of the date on which it is to commence, the employee will receive payment for the leave prior to his departure.

- 16.02 (e) An employee who is entitled to a five (5) day paid leave of absence under clause 16.02(d) may, if he so desires, elect to receive a cash payment at his regular rate of pay for the five (5) or six (6) days of unused sick pay credit, as applicable, in lieu of the paid leave of absence.

- 16.02 (f) Notwithstanding the foregoing, an employee scheduled for a four (4) by ten (10) hour work week shall draw sick pay in units of eight (8) hours for each day of absence, up to the annual maximum of forty-eight (48) hours of paid absence due to illness.

### 16.3 At Work Accidents

Where an employee is the victim of an accident while at work and so suffers an injury requiring professional medical attention, the Company agrees that he shall suffer no loss of earnings on the day of the accident by reason of his necessary absence from work to receive such treatment.

- 16.04 If a delay in receipt of payment by the Workplace Safety and Insurance Board, or a payment by the insurance carrier of Weekly Income Benefits, would create an undue hardship for an employee, he may receive a pay advance of up to \$400. per pay period. Such advances are to be repaid to the Company upon receipt of the related claim payment.

## ARTICLE 17 - WAGES

- 17.1 Inside Employees -- The Wage Brackets and the hourly wage rate applicable to each such Wage Bracket, as set out below, shall apply for inside employees, other than temporary employees.

Having regard to the extraordinary Pension contributions to be made by the Company, the following wage rates shall be provided to **all** regular full time employees:

	<u>Jan. 1/2001</u>	<u>Jan. 1/2002</u>	<u>Jan. 1/2003</u>
<u>1/2003</u>	<u>Dec. 31/2003</u>		
<b><u>Wage Bracket 1</u></b>			
Warehouse	\$ 21.57	\$22.11	\$22.67
<b><u>Wage Bracket 2</u></b>			
Service Trainees			
Cooler Delivery	\$21.74	\$22.28	\$22.84
<b><u>Wage Bracket 3</u></b>			
Shippers & Receivers	\$22.27	\$22.83	\$23.40
<b><u>Wage Bracket 4</u></b>			
Equipment Servicemen	\$23.19	\$23.77	\$24.36
<b><u>Wage Bracket 5</u></b>			
Automotive Maintenance	\$27.10	\$27.78	\$28.47
\$28.72			

**\*Note:** All regular employees who have completed their probationary periods.

The Job Rate for a Lead Hand will be determined by adding a wage differential of eighty cents (**\$.80**) per hour to the Job Rate shown above for the highest classification of **work** normally performed by the men regularly led by that Lead Hand.

17.2 **Outside Employees** -- The Wage Brackets and the hourly wage rates applicable to each such Wage Bracket, as set out below, shall be established for outside employees, other than temporary employees.

Having regard to the extraordinary Pension contributions to be made by the Company, the following wage rates shall be provided to all regular full time employees:

	<u>Jan. 1/2001</u>	<u>Jan. 1/2002</u>	<u>Jan. 1/2003</u>
<u>1/2003</u>			
<b><u>Wage Bracket 1</u></b>			

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Delivery Salesman	<b>\$21.57</b>	<b>\$22.11</b>	<b>\$22.67</b>	<b>\$22.71</b>
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**Wage Bracket 2**

Delivery Drivers Highway Tractor Trailer Driver	<b>\$23.14</b>	<b>\$23.72</b>	<b>\$24.31</b>	<b>\$24.55</b>
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**Wage Bracket 3**

Sales Representatives	\$1005/wk	\$1030/wk	\$1056/wk	\$1061/wk
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**\*Note:** All regular employees who have completed their probationary periods.

**17.03 Office Employees --** The Wage Brackets and the hourly wage rates applicable to each such wage bracket, as set out below, shall be established for office employees, other than temporary employees,

The Wage Brackets under this system are as follows:

	<b>Wage Bracket "A"</b>	- Receptionist, Data Control, Customer Service/Order Desk, Accounts Payable I, Inter-Plant Transport.
	<b>Wage Bracket "B"</b>	- Accounts Receivable I, Cashier, Full Service, Accounts Payable II,
	<b>Wage Bracket "C"</b>	- Data I, Sales Equipment, Standard Cost/Inventory, Grandale, Settlement.
	<b>Wage Bracket "D"</b>	- Data II, Payroll, Accounts Receivable II, Sales Secretary

The hourly wage rates payable to employees in such Wage Brackets shall be as follows:

	<u>Jan. 1/98</u>	<u>Aug. 1/98</u>	<u>Aug. 1/99</u>	<u>Aug. 1/00</u>
Wage Bracket "A"	<b>\$16.16</b>	<b>\$16.48</b>	<b>\$16.81</b>	<b>\$16.98</b>
Wage Bracket "B"	<b>\$17.26</b>	<b>\$17.61</b>	<b>\$17.96</b>	<b>\$18.14</b>
Wage Bracket "C"	<b>\$18.72</b>	<b>\$19.09</b>	<b>\$19.47</b>	<b>\$19.66</b>
Wage Bracket "D"	<b>\$20.48</b>	<b>\$20.89</b>	<b>\$21.31</b>	<b>\$21.52</b>

**\*Note:** All regular employees who have completed their probationary periods.

**17.04** It is understood and agreed that the Company, in hiring any new employee other than temporary employee, may pay him:

(a) until the commencement of the first week following the completion

of his probationary period, at a rate three dollars fifty cents (\$3.50) per hour less than the Job Rate of the job to which he is assigned, and

- (b) thereafter and until the commencement of the first week following the completion of his subsequent three (3) months of continuous employment, at a rate one dollar seventy-five cents (\$1.75) per hour less than the Job Rate of the job to which he is assigned, and
- (c) thereafter at the Job Rate of the job to which he is assigned.

17.05 It is understood and agreed that the rate for temporary employees (as defined in clause 2.06 hereof) will be as follows:

	July 8, 2001	JAN 1/2002	JAN 1/2003
Temporary Warehouse	13.78	14.19	15.04
Temporary Drivers	15.90	16.38	17.36

17.06 (a) Where ~~an~~ Inside or Outside employee is temporarily transferred to a job which carries a higher rate of pay than the job from which he was transferred and provided that he remains in such higher rated job for a period of more than one (1) hour, he shall be paid at the higher rate for all time worked in such higher rated job.

17.06 (b) It is understood and agreed that the Company in assigning ~~an~~ office employee a job in a Wage Bracket to fill a temporary vacancy of more than four (4) hours per day in another job in a higher Wage Bracket shall pay him at the job rate for the higher rated job for all time worked in such higher rated job.

17.07 Where an employee is temporarily transferred to a job which carries a lower rate ~~of~~ pay than the job from which he was transferred and while work is available for him in the job ~~from~~ which he was transferred, he shall continue to be paid at the higher rate. Where, however, there is no work available for him in the job from which he was transferred, he shall be paid at the rate of the job to which he was transferred.

17.08 In all cases of permanent transfers, the transferred employee will be paid the rate of the job to which he is transferred.

17.09 Having regard to the agreement of the parties regarding the expanded use of temporary employees to perform work on a temporary basis, and to avoid costs associated with pre-scheduled overtime by the use of temporary employees, the monetary provisions contained herein are provided.

**ARTICLE 18 – TECHNOLOGICAL CHANGE**

- 18.01 (a) If the Company wishes to make a technological change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications or which would result in the layoff of any regular employee, the Company agrees that, before introducing such technological change, it will meet with the Union to discuss the matter and to attempt to resolve the problems created by such technological change, as well as to attempt to lessen the impact of such technological change on the employees affected.
- 18.01 (b) If, as a result of a technological change in the Company's operations, an employee is assigned to a job having a lower rate of pay than the rate of pay he formerly received, he shall continue to be paid at his former rate of pay until the job rate for his new classification equals his former rate.
- 18.01 (c) If a regular employee should be displaced from his job by reason of a technological change in the Company's operations, and provided the employee has the necessary qualifications to perform the work available after a reasonable training period, the Company shall arrange, where feasible, for him to receive such training.
- 18.01 (d) **In** the event of a plant closing or sale, any employee who then has seniority standing shall:
- (i) if he has more than five **(5)** years seniority, be offered employment by seniority in the comparable seniority group at other Ontario plants, or
  - (ii) if he has less than five **(5)** years seniority, be given preferential hiring rights (for a period of eighteen (18) months following such closing) in the comparable seniority group at other plants in Ontario;
- provided, however, that such employee can satisfactorily fulfil the normal requirements of the job which is so made available to him.
- 18.01 (e) Should any major operation currently being performed by the bargaining unit be transferred from a location covered by this Agreement to another company location or a related Company location within fifty (50) mile radius of Hamilton, then the employees who have been performing this work shall, to the extent required, be transferred to the new location, with full seniority, if they so desire. Such transfer shall not be unreasonably denied.  
**In** addition, if employees transferred under this provision represent a majority of employees at the new location, the Union will be recognized as representing all employees at such location and the terms and conditions of this Agreement will be deemed to apply to them for the balance of its duration.

- 18.01 (f) If, as a result of the movement of work in (e), a seniority employee does not immediately have the opportunity for regular full time employment at either the new location or Hamilton, such employee will be entitled to elect an enhanced severance provision. The enhanced severance shall be a lump sum of \$20,000 for employees with five or fewer years of service; \$30,000, for employees with 6 to 10 years of service and \$40,000, for employees with more than 10 years of service. The above severance provisions are inclusive of any entitlements under the Employment Standards Act. Employees electing to receive this severance provision will immediately forfeit any and all seniority, benefit and/or employment rights at any and all Company facilities.

#### **ARTICLE 19 – SAFETY**

- 19.01 The Company will make all reasonable provisions for the health and safety of the employees during working hours and will furnish adequate facilities and equipment for that purpose. The Company and the Union mutually agree that employees should be encouraged to co-operate in the maintenance of healthy and safe working conditions, in the proper use of protective clothing and equipment, and in the observance of all safety rules.
- 19.02 To further the above-mentioned objectives, it is mutually agreed that a Joint Health and Safety Committee shall be maintained. The members of such Committee shall receive training appropriate for their responsibilities.

#### **ARTICLE 20 – WORK OF BARGAINING UNIT**

- 20.01 Excluded Personnel will not normally perform work customarily performed by employees in the bargaining unit, except:
- (a) as a result of urgent or emergency conditions,
  - (b) for the purposes 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.
- 20.02 (a) The Company agrees that if the contracting out of any work normally performed by employees in the bargaining unit would result in the layoff of any regular employee, the Company will meet with the union to discuss ways

and means of reducing the impact of such change on the employee(s) to be affected.

20.02 (b) The Company also agrees that it will not, during the life of this Agreement, extend **its** present practices with respect to the contracting out of work, provided that the Company has the capability (i.e. the facilities, equipment and/or required workforce **skills**) to perform such work **within** the bargaining unit without serious impairment to the normal efficiency of operations.

20.02 (c) If the Company **plans** to contract out work beyond that permitted by (a) or (b) above, it will give the **Union** written notice of such intention.

The parties shall meet immediately thereafter, at which time the Company will provide particulars of the proposed contracting. The parties will attempt to agree on ways to minimize the impact of the contracting on the bargaining unit employees and/or will attempt to seek mutually acceptable arrangements which will produce comparable business results for the Company.

Any arrangement mutually agreed upon at or following these discussions shall not be considered a violation of this Article.

If the parties fail to reach agreement on the contracting out of the work in question or a comparable solution within thirty (30) days of the notice given above, then this Collective Agreement shall terminate on the later **of** the thirtieth (30th) day following that notice and one (1) year from the date that the Agreement commenced to operate. In such event, both parties agree to make a joint application **to** the Ontario Labour Relations Board under Section 53(3) **of** the Labour Relations Act to seek the consent of the Board to such early termination. At the same time, either party may deliver notice to bargain pursuant to Section 54 of the Act pending receipt of the Board's consent.

The Company shall not extend its current practices of contracting out except under the terms of **(a)** or **(b)** above, unless it is with the agreement of the **Union**.

#### **ARTICLE 21 – HEALTH INSURANCE PLANS**

21.01 (a) It is agreed that, subject to any future legislation affecting such matters, the Company's Extended Group Insurance Plan (which provides Life, Major Medical, Weekly Income and Dental Care Benefits) will be continued in force

**Life Insurance** - Effective July 8, 2001: \$40,000

#### **Weekly Income Benefits**

Effective from date of execution of **this** Agreement, the Weekly Income Benefits will be sixty-six and two-thirds percent (66-2/3%) **of** regular straight-



time weekly earnings to a maximum of five hundred dollars (\$500.00) per week.

**Dental Care Plan**

The calendar year maximum Routine/Major Treatment benefit per individual is **\$1,500** and the lifetime maximum Orthodontic Treatment benefit is \$3,000 per child.

**Supplemental Medical Plan**

The Vision Care benefit provides maximum reimbursement of \$150 per insured family member in each twenty-four (24) month period.

The Prescribed Drug benefit provides for reimbursement of one hundred percent (100%) of eligible expenses.

With respect to the foregoing benefits, it is recognized and agreed by the Parties that the Company will provide the following benefits through an insurance carrier and will, in no circumstances, be considered as the insurer, and will be obliged hereunder only to pay the premiums for these benefits.

- 21.01 (b) Details of the Long Term Disability Plan are set out in a Letter of Agreement attached hereto.
- 21.01 (c) The Company will continue to pay the full premium for Life, Supplemental Medical Coverage, Weekly Income Benefit premium and Dental Care premium.
- 21.02 It is further agreed that, in consideration of improvements contained in this and prior Agreements, and subject to the provisions of the Unemployment Insurance Act, the Company shall retain in full any "Premium Reduction" which is or may become available from the Employment Insurance Commission upon their continued acceptance of the Company's plan of Weekly Income Benefits as a "qualifying registered plan".

**ARTICLE 22 - MATERNITY/PATERNITY LEAVE**

- 22.01 On the written request of the employee, the Company will grant a leave of absence without pay for maternity reasons to any regular employee whose continuous service with the Company commenced at least ~~thirteen~~ (13) weeks prior to the expected date of delivery. Such requests shall be accompanied by a medical certificate stating the expected date of delivery.

A leave of absence for maternity reasons may commence up to three (3) months prior to the expected date of delivery and may continue for up to nine

(9) months after the actual date of delivery. Employees are expected to give at least thirty (30) days' notice of the date on which such leave is to commence and those desiring to return to work shall notify the Company in writing of their intentions not less than thirty (30) days prior to the actual date of return.

It is understood that the Company may require an employee to commence such a leave of absence at any time that the duties of her position cannot reasonably be performed by a pregnant woman or if the performance of her work is materially affected by the pregnancy or if her health would be jeopardized by her continuance of work.

If the employee has government hospital/medical coverage through the Company she may, if she so wishes, continue such coverage and/or coverage under the Extended Group Insurance Plan (with the exception of Weekly Income Benefits) during the period of leave by payment of the full premiums as they become due. The portion of such premiums normally paid by the Company will be reimbursed to the employee upon her return to active service for a period of at least ninety (90) calendar days.

An employee's seniority shall not be broken because of a leave of absence for maternity reasons except where the leave of absence contravenes the provisions of clause 8.04(d).

- 22.02** On the written request of the employee, the Company will grant an unpaid leave of absence (to be known as "Paternity Leave") of two (2) weeks duration to an employee whose spouse has given birth to a baby. Such leave is to be requested at least thirty (30) days prior to the expected date of delivery and shall commence not later than five (5) days following the date of delivery.

#### **ARTICLE 23 - TOOL ALLOWANCE**

- 23.01** Journeyman Automotive Maintenance Men and Journeyman Electricians shall supply and maintain their own tool kit and shall receive a tool allowance which shall be paid annually. Effective July 8, 2001, the amount of such payment shall be \$25.00 for each month classified as a journeyman during the preceding contract year.

#### **ARTICLE 24 - RETROACTIVITY**

All provisions of this Collective Agreement which represent a change from the Collective Agreement which expired on December 31, 2000 shall become effective on July 8, 2001, unless otherwise specified herein. Operational changes, which do not have a specified date, will be implemented as soon as reasonably practicable. Wage



rates, as herein provided, shall be fully retroactive to **January 1, 2001** for all regular full time employees who are employed by the Company on July 8, 2001. Wage rate increases for temporary employees shall be effective on July 8, 2001.

**ARTICLE 25 – DURATION OF AGREEMENT**

- 25.01 This Agreement shall remain in force and effect from July 8, 2001 until December 31, 2003, until all provisions of the Labour Relations Act have ~~been~~ expended.
- 25.02 Either party may give the other party notice of renewal and/or amendment of the Agreement at any time within ninety (90) days prior to the expiry of this Agreement.

Dated at Hamilton, this — day of \_\_\_\_\_, 2001.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN :**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Sales Representatives**

Notwithstanding any of the provisions of the above-mentioned Collective Agreement which may be to the contrary, it is mutually understood and agreed that the following arrangements and conditions shall apply to the position of Sales Representative:

1. If, in the future, the Company should decide to declare a regular, full-time job vacancy as a Sales Representative, the job shall be posted and any employee in the category of delivery-salesman or delivery-salesman-in-charge may apply for it. The Company will thoroughly consider all applications received and may select the successful candidate from among them. On occasion, however, the Company may elect to also consider applications from persons not then in the Company's employ. In making its final decision between two or more candidates who in the opinion of the Company are equally suitable, the Company shall always give preference to the more senior of two existing employees and to an existing employee over a new hire. It is understood that determination of the job skills and personal attributes required to fill any particular vacancy, as well as the final selection decision against such criteria, are an exclusive responsibility of the Company.

It is further provided, however, that such selection process will be applied by the Company in a fair and non-discriminatory manner and may be the subject of review through the Grievance Procedure, up to and including arbitration.

2. Temporary promotions to the position of Sales Representative may be made at the Company's discretion to meet the needs of the business. However, in making such promotions the Company will give due consideration to the relative seniority of the available and qualified employees.
3. It is recognized that work assignments within the category of Sales Representative shall be the sole responsibility of the Company.
4. The assigned duties of a Sales Representative may include the supervision and direction of other employees and, in such cases, the Sales Representative shall be

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responsible for the quantity and quality of the work of those reporting to him; provided, however, that such responsibilities shall not involve the exercising of any formal disciplinary action.

5. Should a Sales Representative be unable to fulfil the normal requirements of that position to the Company's satisfaction he may, after having been given a reasonable opportunity to achieve satisfactory performance levels, be reassigned to delivery work and, if necessary, may displace an employee in that job category. Before taking such action, the Company will review the circumstances in detail, with a full-time representative of the Union. It is further understood that this provision will not apply to cases involving misconduct which will continue to be dealt with on a disciplinary basis and be subject to the established grievance procedure.

6. The position of Sales Representative will be a salaried position carrying weekly rates as set out in Article 17 of the above-mentioned Collective Agreement.

Approved compensating time off (calculated on the basis of one and one-half hours off for each extra hour of approved time worked) will be granted not later than during the calendar quarter following the quarter in which it was earned.

7. A Sales Representative may receive various forms of incentives, as determined by the Company, and it is agreed that such incentives may be introduced, changed or withdrawn without negotiations between the parties hereto.
8. The provisions of Article 9 of the Collective Agreement, relative to hourly-rated employees, shall not apply to the salaried position of Sales Representatives.
9. All present Sales Representatives may elect to accept appointment as a Zone Supervisor. It is agreed, however, that no present Sales Representative shall be obliged to accept an offered position as Zone Supervisor but rather may continue to perform the duties of a Sales Representative so long as work is available for him in that capacity. Should a current Sales Representative not elect to become a Zone Supervisor, the Sales Representative position will remain in effect as long as the current individuals are in that position. It is further agreed that no Sales Representative will be displaced as a result of the hiring of a Zone Supervisor, or as a result of the promotion of a Sales Representative to a Zone Supervisor. In the event of a layoff of a Sales Representative, he shall be reinstated to the position of a Sales Representative before the hire of a Zone Supervisor or the promotion of a Sales Representative to a Zone Supervisor.

In the event that a Sales Representative Tell-Sell position becomes vacant, any current Sales Representative may apply for the position, but consideration will be given to a Sales Representative with a physical disability or handicap.

**FOR THE UNION**

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**FOR THE COMPANY**

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**LETTER OF INTENT**

**BETWEEN**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Individual Preferences**

The purpose of this letter is to confirm the Company's intentions with respect to its endeavours to accommodate the individual preferences of employees in regard to their regularly assigned duties.

**"INSIDE EMPLOYEES"**

1.(a) Effective on and after the date of execution of this Agreement, all job postings under the provisions of clause 8.06(a) of the Collective Agreement to fill the position of Warehouseman will identify the shift, department, and "function" within the Job Classification in which the vacancy exists. For this purpose (and this purpose only), the following "functions" will be recognized:

**W.B. No. 1 – Job Classification: Warehouseman**

**Functions:**

- (a) Principally Forklift Operator
- (b) Principally Load Consolidation/Sorting
- (c) Principally Shunting
- (d) General Duties

1. (b) In the event that more forklift operators are required than those posted, those additional positions will be filled on a seniority basis.

2. It is expressly agreed that the function descriptions set out above are intended solely to identify the general or predominant nature of the **tasks** assigned to any employee and shall not in any way limit the Company's ability to assign other duties or **tasks** within the Job Classification.

**"OUTSIDEEMPLOYEES"**

3. The Company will identify the Sales Areas into which the particular plant's sales territory is divided (e.g. Sales Area 'A', Sales Area 'B', etc.).

**This** identification will permit employees to identify the general or predominant nature of the work assignments in a particular Sales Area. It shall not, however, be construed as an exclusive definition of the work to be performed; rather, it is understood and agreed that employees may from time-to-time be assigned deliveries which are of a kind or location other than those associated with the general or predominant nature of the Sales Area.

4. For each such Sales Area, the Company shall establish a basic Delivery Driver complement representing the number of Delivery Driver's which it anticipates will be required in the specific Sales Area on a year-round basis.
5. When a regular, full-time vacancy (as referred to in clause 8.06(a) of the Collective Agreement) should occur in the basic Delivery Driver complement for any Sales Area, the ensuing job posting will identify the Sales Area in which the vacancy exists.
6. Delivery Driver's who are assigned to a specific Sales Area, either as a result of the general reassignment or as a result of application of the job posting procedure will (for the purpose of this understanding) be referred to as "regularly" assigned Delivery Driver's, while all other Delivery Driver's will be referred to as "spares".
7. If on any day the sales volume of a Sales Area is such that not all regularly assigned Delivery Driver's are required, the most junior of the employees in that Area will be temporarily reassigned to another Sales Area in which there is a vacant route that day. In the event that there should be no vacant route, then such employee shall displace the most junior of all regularly assigned Delivery Driver's who, in **turn**, shall become a Delivery Salesman for that day.
8. Any routes which remain vacant after the assignment of all available regularly assigned Delivery Driver's shall then be assigned to spare Delivery Driver's.
9. Should an additional Sales Area be required on a temporary basis, the Delivery Driver's required in such Area will be assigned on a temporary basis. Similarly, should a Sales Area be temporarily discontinued, the affected Delivery Driver's will be temporarily re-assigned elsewhere.
10. When it is determined that an additional Sales Area will be required on a "permanent" basis, the basic complement of Delivery Driver's **for** that Area will be filled by the job posting procedure.



11. When it is determined that a Sales Area is to be "permanently" discontinued and if there are no corresponding additions to complement in other Sales Areas, then the Delivery Driver's who were so displaced shall in turn displace the most junior of all regularly assigned Delivery Driver's.
12. It is understood that the expression "job posting" as used herein refers to the procedure set out in clause 8.06 of the Collective Agreement (i.e. the initial vacancy and the vacancy created as a result of the filling of the initial vacancy shall both be posted).

**GENERAL**

13. Effective on execution of this Agreement, the Company agrees to identify the service districts into which Hamilton's service territory is divided (District 1, District 2, District 3, Other).

This identification will permit existing Sales Equipment Servicemen to identify by seniority the general or predominant nature of the work assignments in a particular service area.

Work assignments **will** include both service and installation work and will be posted on a yearly (twelve **(12)** month) basis.

It is understood and agreed that , employees may be assigned service or installation work which are of a location other than those associated with the general or predominant nature of the service area.

14. Notwithstanding anything herein contained, it is mutually understood and agreed that inculpable inability to meet satisfactory **standards** of performance may be grounds for a non-disciplinary change of assignment within the Job Classification of Warehouseman or Delivery Driver.

**This** expression of intent to provide further recognition of individual preferences, on an experimental basis, shall not be construed as a contractual obligation nor shall it in any way diminish existing management rights and prerogatives with respect to conduct of **the** business or deployment of the workforce.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Sales Equipment servicemen and Trainees**

Notwithstanding any of the provisions of the above-mentioned Collective Agreement which may be to the contrary, it is mutually understood and agreed that the following arrangements and conditions shall apply to the positions of Sales Equipment Serviceman and Sales Equipment Service Trainee.

1. Candidates for a posted job vacancy as a Sales Equipment Service Trainee shall:
  - (a) Successfully complete an appropriate aptitude test prior to appointment; and
  - (b) Be prepared to undertake and successfully complete a prescribed course of Company sponsored training; and
  - (c) Hold a valid, appropriate driver's licence.
2. The successful candidate for a posted vacancy in the position of Sales Equipment Service Trainee will be appointed to that position on the condition that he undertake such training as the Company may require.
3. Once appointed to the position of Sales Equipment Service Trainee, an employee may only be displaced pursuant to the seniority provisions of this collective agreement, if the person exercising his seniority is immediately qualified to perform the work of a Sales Equipment Serviceman.
4. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of a Sales Equipment Service Trainee. In such event, the employee shall revert to his former position and, in so doing, may displace the employee who succeeded him in that position.
5. The training program referred to herein currently consists of a correspondence course administered by an independent organization (I.C.S.), various training sessions organized by the Company and/or equipment suppliers and on-the-job training totalling 2000 hours of practical experience as a Sales Equipment Service Trainee.
6. On successful completion of the training program (including demonstration of the

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required knowledge, **skills**, etc.), a Sales Equipment Service Trainee shall thereupon be reclassified and paid as a Sales Equipment Serviceman. Once reclassified, an employee must remain in the position of Sales Equipment Serviceman for a minimum period of twenty-four months from the date of reclassification.

7. In the event that the Company has no employee who can:
- (a) meet the requirements for a vacancy as a Sales Equipment Service Trainee; or
  - (b) meet the requirements for a vacancy as a Sales Equipment Serviceman;

the Company may hire a new employee who does possess the necessary qualifications to satisfactorily fulfill the requirements of the vacant position. (**This** Section 7 shall not apply for the life of the Collective Agreement and the Company may hire qualified Sales Equipment Servicemen when deemed necessary.)

8. When a change in the complement of Sales Equipment Servicemen will result in an opportunity for a change of **shift** assignment, the existing Sales Equipment Servicemen may exercise their preference in **shift** assignment, on a seniority basis.
9. A Sales Equipment Serviceman or Service Trainee who is required by the Company to be on "stand-by" when off duty shall, for each day he **has** such responsibility, be guaranteed to receive pay in an amount which is at least the equal of 4 hours pay at his regular hourly rate.

However, if such an employee is actually called out to work on a day when he is on "stand-by", then the provisions of clause 9.10 hereof shall apply and the provisions of this point #8 shall no longer apply to that day.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Long-Term Disability Plan**

It is mutually agreed by the parties hereto that the Company's current package of disability benefits shall be modified and that a co-ordinated **Long** Term Disability Plan shall be introduced, all as set out herein:

1. The Weekly Income Benefit coverage maximum benefit period is **26** weeks. The Company will pay 100% of the W.I.B. premiums.
2. The Long Term Disability Insurance program for regular full-time employees includes the following features:
  - (a) The benefit **is** based on **66-2/3%** of regular straight-time earnings in effect at the time disability commences, up to a maximum monthly benefit of \$2000.
  - (b) Benefits are payable monthly, after a qualifying W.I.B. period of **26** weeks of continuous absence due to "disability", and will continue as long as "total disability" lasts, up to age 65, or until the employee elects retirement, whichever comes first.
  - (c) "Disability" means an incapacity which prevents the employee from performing his/her regular duties during the qualifying W.I.B. period of **26** weeks and the following L.T.D. benefit period of 104 weeks. **If** still disabled after a combined benefit period of **130** weeks, disability **is** then considered total if it prevents the employee from performing any work for which he/she is reasonably qualified by education, training or experience.
  - (d) Benefits payable under the L.T.D. plan are reduced by the amount of disability income benefit, if any, payable by the Canada/Quebec Pension Plan (primary benefit only) or by WSIB. The policy shall include such limitations and restrictions as are usually found in L.T.D. policies.

- (e) Participation in the L.T.D. plan will be mandatory for all eligible employees on completion of the probationary period. Coverage is effective on the date the employee becomes eligible, provided he/she is at work on such date. If the employee is absent from work on the date of eligibility, L.T.D. coverage will not become effective until he/she returns to active employment.
  - (f) Pre-existing conditions are not covered unless the employee, after becoming insured, has been actively working for three (3) consecutive months with no absence related to the pre-existing condition.
  - (g) The Company pays 100% of the L.T.D. premium.
3. During the 130 week benefit period referred to in point 2(c) above, the Company will continue in force the Life, Supplemental Medical and Dental Care Benefits referred to in Article 21.01 of the Collective Agreement.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: CCWIPP Pension Plan**

All members of the bargaining unit covered by this Agreement shall participate in the Canadian Commercial Workers Industry Pension Plan (the "C.C.W.I.P.P."), rather than in the Employees' Retirement Plan of T.C.C. Beverages Ltd. ("E.R.P."). More particularly, the following specific arrangements have been agreed to:

1. Members of the subject bargaining unit shall not be eligible to participate in the E.R.P. with respect to service after December 31, 1988.
2. It is recognized that the provisions of the Pension Benefits Act, 1987 (**Ontario**) restrict the ability of **E.R.P.** members to withdraw prior contributions to the E.R.P. so long as they continue to be employed by the Company.
3. Members of the **E.R.P.** shall, subject to the Plan provisions, retain their right to benefits accrued for service up to December 31, 1988. Such accrued benefit shall not be subject to increase by reason of future service or increases in earnings after December 31, 1988. However, service rendered with the Company after December 31, 1988 will be counted towards eligibility for vesting and early retirement under E.R.P., based on benefits accrued at December 31, 1988.
4. On retirement, death or termination of service after December 31, 1988, benefits payable to former **E.R.P.** members will be determined in accordance with applicable provisions of that Plan.
5. In order to address the issue of a past service unfunded liability in the amount of \$246,670.00 of this Pension Plan and a higher than normal future service contribution rate, the Company **has** accepted the Union's proposal (during the negotiations to renew the collective agreement which expired on December 31, 2000) to fund these amounts from wage rate increases.

Accordingly,

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- 1) Effective July 1, 2001, and for the life of the renewed Collective Agreement, the Company shall contribute \$1.05 per hour for all hours paid by the Company (hours paid shall include hours worked, vacation, observed holidays, sick days, jury duty, bereavement leave, paid time off for negotiations, etc.), to seniority holding members of the bargaining unit to CCWIPP (previously 46 cents per hour).
  - 2) Effective July 1, 2001, the sum of 23 cents per hour currently paid by employees of the bargaining unit to CCWIPP shall be paid to the Company who will fund the past service liability as hereinafter provided. Such employee deductions shall cease effective December 31, 2003.
  - 3) The Company shall pay to CCWIPP a monthly lump sum payment in the amount of \$7,255.00, commencing March 1, 2001 and ceasing with the last payment to be made on December 1, 2003.
6. It is understood and agreed that the contributions listed in paragraphs #5 hereof shall not apply to probationary or temporary employees (as defined in the Collective Agreement), so long as they are so classified. However, when a regular, full-time employee completes his probationary period and achieves seniority standing, the Company will retroactively calculate the contributions (as set out in paragraph #5 hereof) with respect to such employee for the period from his last date of continuous employment to the completion of his probationary period and shall then remit such contributions in accordance with paragraph #8 hereof.
  7. Contributions, along with a list of employees for whom they have been made, the amount of the weekly contributions for each employee, and the number of hours worked or paid according to the above paragraphs #5 or #6, shall be remitted to the trustees of the C.C.W.I.P.P. (the "Trustees") by the Company within the fifteen (15) days after the close of the Company's four (4) or five (5) week accounting period. The Company agrees to pay interest at the reasonable rate established by the Trustees on all contributions not remitted as stipulated above, not in excess of the rate established for all other employers participating in the C.C.W.I.P.P.
  8. The Trustees may allocate the employer and employee contributions at the direction of the Union provided that in the event that the Union or the Trustees receive notice from Revenue Canada, Taxation or its provincial counterpart or any successor thereto, that any Company contributions allocated at the direction of the Union or any part thereof are not deductible by the Company for the purposes of the Income Tax Act (Canada) or its provincial equivalents or threatening to challenge such deductibility, it is agreed that such notice will be immediately delivered to the Company. In the event of receipt of such a notice by the Company either delivered by the Union or the Trustees or direct receipt itself, the Company shall be entitled to direct the Trustees as to the allocation of the contributions made by it.



The Union hereby agrees to indemnify and save the Company harmless from any additional taxes or penalties (including any interest charges) which the Company may suffer or incur as a result of the allocation of contributions by the Trustees at the direction of the Union such that the tax deduction claimed by the Company in the ordinary course of its business for the contributions to the C.C.W.I.P.P. as a registered plan is denied by the applicable taxing authorities. Such indemnity will not be applicable if the denial of the deduction results from the Company seeking a ruling from Revenue Canada, Taxation as to the allocations.

It is agreed that the responsibilities of the Company under this Agreement are discharged by making such remittances within the period stipulated above. It is further acknowledged and agreed that the Company is not responsible for the administration of the C.C.W.I.P.P. or the payment of any benefits under the C.C.W.I.P.P.

9. The contributions shall be for the purposes of providing such pension benefits for eligible employees as shall be determined by the Trustees of the C.C.W.I.P.P. pursuant to the terms of the C.C.W.I.P.P. It is agreed that the C.C.W.I.P.P. shall provide a past service benefit which shall be \$10.50 per month for each year of past service, to a maximum of twenty (20) years. The cost of the past service benefits is to be amortized over a fifteen (15) year period.
10. Given the mutual agreement of the parties, the Company agrees to sign a "Participation Agreement" and supply any other documents, forms, reports or information reasonably required by the Trustees to recognize its participation in the C.C.W.I.P.P. in accordance with the terms hereof and to permit the calculation of payment of benefits to persons who are subject to this Agreement.
11. The arrangements set out herein shall remain in effect during the life of the above-mentioned Collective Bargaining Agreement and any subsequent Collective Bargaining Agreement which contains the same provisions.
12. This agreement supersedes any prior agreement of the parties pertaining to the matters herein.
13. Employee's electing retirement under CCWIPP will be required to notify the Company in writing at least one month (30 days) prior to electing retirement.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN :**

**United Food and Commercial Workers International Union  
 Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Christmas/New Year's Holiday Schedule**

	HOLIDAY	OBSERVED DATE
<b>2001- 2002</b>	DAY BEFORE CHRISTMAS	MONDAY DECEMBER 24, 2001
	CHRISTMAS DAY	TUESDAY DECEMBER 25, 2001
	BOXING DAY	WEDNESDAY DECEMBER 26, 2001
	DAY OF NEW YEARS EVE	MONDAY DECEMBER 31, 2001
	NEW YEARS DAY	TUESDAY JANUARY 1, 2002
	DAY AFTER NEW YEARS	WEDNESDAY JANUARY 2, 2002
<b>2002- 2003</b>	DAY BEFORE CHRISTMAS	TUESDAY DECEMBER 24, 2002
	CHRISTMAS DAY	WEDNESDAY DECEMBER 25, 2002
	BOXING DAY	THURSDAY DECEMBER 26, 2002
	DAY OF NEW YEARS EVE	TUESDAY DECEMBER 31, 2002
	NEW YEARS DAY	WEDNESDAY JANUARY 1, 2003
	DAY AFTER NEW YEARS	THURSDAY JANUARY 2, 2003
<b>2003- 2004</b>	DAY BEFORE CHRISTMAS	WEDNESDAY DECEMBER 24, 2003
	CHRISTMAS DAY	THURSDAY DECEMBER 25, 2003
	BOXING DAY	FRIDAY DECEMBER 26, 2003
	DAY OF NEW YEARS EVE	WEDNESDAY DECEMBER 31, 2003
	NEW YEARS DAY	THURSDAY JANUARY 1, 2004
	DAY AFTER NEW YEARS	FRIDAY JANUARY 2, 2004

**FOR THE UNION**

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**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Substance Abuse**

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards rehabilitation.

Accordingly, following execution of the 1994 renewal Collective Agreement, a representative of the Company and a representative of the Union will be appointed by the respective parties to establish and administer a Substance Abuse Program. Such program will basically consist of methods to communicate to employees the availability of confidential referral service and the provision of referrals to appropriate counselling services or treatment and rehabilitation facilities.

The Company will provide normal group insurance benefits to employees who are undergoing a medically prescribed and supervised course of treatments.

The operation of this program will be subject to review after its first year of operation, or earlier at the request of either party.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: FSV Incentive Program**

The Union acknowledges that the Company may provide a quarterly incentive program for all regularly assigned Full Service Vending Route Drivers based on a targeted number of cases sold (per hour) being achieved (based on 24 units per case). The incentive amount shall be determined by the Company and communicated to the Full Service Vending Route Drivers on an annual basis.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Temporary Employees**

1. The Company will meet with the Union every three months to review the previous years' use of temporary employees. The Union will be provided with a listing of all temporary employees at this time.
2. As has been the practice of the Company, it will give due consideration to all temporary employees prior to hiring from outside sources when hiring regular full-time employees.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Bi-Weekly Pay**

The Company will provide a minimum of three months' notice of a change to a bi-weekly pay period.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF INTENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Breaks for Drivers**

The Parties will meet to develop **and** agree on a procedure for the taking of breaks by Drivers **within** the first 3 months after signing the Collective Agreement.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF INTENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Customer Interviews**

Where the Company conducts an interview with a customer concerning an altercation between an employee and that customer, the Company will allow a Union Steward to attend such interview. It is understood that the Steward is there only as a witness.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Union Office**

The **Company** will provide space for a Union office.

**FOR THE UNION**

**FOR THE COMPANY**

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**LETTER OF AGREEMENT**  
**OUTSIDE OF AND NOT FORMING PART OF**  
**THE COLLECTIVE AGREEMENT**

**BETWEEN**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Movement of work to Brampton**

On April 30, 2001, the Company moved work from the Hamilton bargaining unit to the new Company Brampton location and specifically the work formerly associated with the sales territories of Burlington, Oakville, Mississauga and parts of Etobicoke.

During the negotiations leading to the renewal of the collective agreement expiring on December 31, 2000, the Union contended that the number of employees who moved to Brampton, as a result of the movement of the sales territories, was insufficient and, as a result, significant layoffs could occur in Hamilton. Conversely, the Company maintained that it moved a sufficient number of employees so that only minimal layoffs would occur related to the normal seasonality of the business.

In order to provide the Union with certain assurances with regard to this matter for the duration of this collective agreement i.e. to December 31, 2003, for all regular full-time employees who were employed at the Hamilton location as of the date of the movement of the territory on April 30, 2001, the Company agrees to provide the following, effective from the date of ratification of the collective agreement:

1. A one-time training opportunity will be offered and paid for by the Company for all eligible employees as defined above, who currently do not have an AZ license to obtain such, provided that they already possess a minimum Ontario "Class G" license. The Company will ensure that such training opportunities do not conflict with employee's scheduled vacation periods. In order to accommodate such training, employees will be required to complete the training outside of their working hours. The purpose of this training is to provide these employees with the necessary qualifications for alternative work at the Company should a layoff occur in their regular occupation. Employees who have received such training shall not then be entitled to refuse an assignment to the position for which they have been trained. The Company will provide the Union with a list of employees who refuse

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- such an offer of training; and,
2. The Company further commits that up to ten (10) of the most junior Drivers will be offered training in the warehouse department in order to gain the necessary qualifications to work in the warehouse should work in their normal classification not be available. **An** employee who has received such training shall not then be entitled to refuse an assignment to the position for which he has been trained; and,
  3. Where an employee accepts the offer to be trained, as described herein, it shall be agreed and understood that in order to accommodate such training, that employee's regular shift assignment may be changed for the duration of this **training**.
  4. Having regard for the anticipated business of the Hamilton Sales Centre, the Company commits that 90% of the employees who were **regular** full time as at April 30, 2001 will not be laid off for the duration of the collective agreement which expires on December 31, 2003. **This** commitment will NOT apply in the following circumstances:
    - (i) In the event that the Company experiences a downturn in its business as a result of circumstances beyond its control.
    - (ii) For periods of layoff of an employee for less than five consecutive days unless the total number of days of layoff **for** that employee in any calendar year exceeds ~~ten~~ (10).
    - (iii) Where a permanent movement of work from Hamilton to another Company location has occurred and employees refuse to transfer, at the Company's request, with such work to the new location.
    - (iv) Where an employee has refused to be trained for alternative work and such work is available which he would have been otherwise able to take to avoid layoff.
    - (v) Until all options available under the collective agreement for work have been exhausted ~~including~~, but not limited to, ~~working~~ on a scheduled day off to obtain 40 hours in the week, moving a scheduled day off, bumping, etc.
  5. With regard to those employees to whom the commitment described in paragraph **(4)** above does not apply, the Parties acknowledge that these employees will nonetheless be offered training as outlined in paragraphs (1) and **(2)** above as well as the options provided in accordance with the terms **of** the collective agreement.
  6. Notwithstanding the provisions contained in paragraph **(4)** above, an employee shall be laid off in the event that he has refused a training opportunity and there is insufficient work available in his own classification. Such layoff shall occur only after the layoff considerations as otherwise provided in the collective agreement have been exhausted.

**FOR THE UNION**

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**FOR THE COMPANY**

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**LETTER OF AGREEMENT**

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: Cleaning of Front Offices**

**As** a result of enhanced electronic security arrangements in the Company's "front offices," the Parties agree that the current cleaning of these offices, which is bargaining unit work, shall be assigned to an outside contractor who will assume any liabilities during the period of time such offices are cleaned and the electronic security has been deactivated. Current employees who are doing such cleaning shall not be laid off **as** a result of this change.

**FOR THE UNION**

**FOR THE COMPANY**

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LETTER OF AGREEMENT

**BETWEEN:**

**United Food and Commercial Workers International Union  
Local 175**

**- and -**

**Coca-Cola Bottling Company, Hamilton**

**Re: UFCW Local 175 Training and Education Fund**

Effective **July 8, 2001**, the Company will contribute three (3) cents per hour per employee for all hours worked to the UFCW Local 175 Training and Education Fund. The Company agrees to remit these monies with the Union dues, including a separate accounting for such contribution.

FOR THE UNION

FOR THE COMPANY

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