

TORONTO
COLLECTIVE AGREEMENT

B E T W E E N:

T.C.C. BOTTLING LTD, (TORONTO)

&

T.C.C. SOFT DRINK PRODUCTS INC. (TORONTO),

hereinafter referred to as the "Company"

-- and --

NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS UNION OF CANADA (CAW-CANADAS)

hereinafter referred to as the "Union"

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 -- DEFINITIONS

2.01 The word "employees" wherever used in this Agreement shall mean all employees of the Company at 42 Overlea Blvd., 1399 Kennedy Rd., 46 Overlea Blvd., and 81 Turnberry Ave., save and except office staff, sales supervisors, plant supervisors and persons above the ranks of sales supervisor and plant supervisor.

2.02 The expression "outside employee" wherever used in this Agreement shall mean an employee in the category of sales representative, delivery salesperson-in-charge, delivery salesperson, including those outside employees performing the duties of special events person, 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'.

2.04 A "probationary employee" (including a temporary employee) shall mean an employee who has not yet completed sixty-five (65) days of actual work within a period of six (6) consecutive months. On completion of his/her probationary period, such employee shall be credited with seniority from a date which is the most recent of: (i) the last date of hire; or (ii) a date which is six (6) months prior to the date on which he/she completed his/her probationary period. A probationary employee shall have no rights under the seniority provisions of this 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.

TORONTO, ONT. JUN 23 1992

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2.05 "Temporary employee" shall mean an employee who is engaged by the Company to perform work of a temporary nature during the period from April 15th to September 15th or from November 23rd to December 23rd, in any year.

A temporary employee shall have no rights under the seniority provisions of this Agreement. However, if a temporary employee remains in the Company's employ beyond September 15th or December 23rd, as the case may be, or if he/she is accepted as a regular employee prior to such dates, he/she shall thereupon cease to be a temporary employee and his/her seniority shall be determined under clause 2.04 hereof.

ARTICLE 3 -- REPRESENTATION

3.01 The Company recognizes the Union as the exclusive bargaining agent of the employees as herein defined.

3.02 There shall be no discrimination against any employee because of race, colour, creed, sex, or membership in the Union.

3.03 (a) Every employee (other than a temporary employee) shall, on completion of his/her probationary period and as a condition of his/her continued employment, become and remain a member, in good standing, of the Union.

(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.

3.04 (a) Every employee shall, as a condition of his/her continued employment, authorize the Company in writing to deduct from each pay payable to him/her thereafter during the life of this Agreement, and during the life of any subsequent Collective Agreement containing similar provisions, such amount as may from time to time be certified in writing by the Union to the Company as being the amount of Union Dues currently payable.

(b) Every new employee (other than a temporary employee) shall, on completion of his/her probationary period, complete and sign an application for membership in the Union and an authorization for deduction from his/her 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.

(c) The application for Union membership and authorization for deduction of initiation fees and dues shall be in the forms annexed hereto as Appendix "B",

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Application for Membership and Appendix "C", Authorization for Check-off of Union Dues.

- (d) Initiation ~~Fees~~ and Union ~~Dues~~ deducted by the Company shall ~~be remitted to the~~ Financial Secretary of the Union prior to ~~the~~ 15th day of ~~the~~ month following the month in which ~~such~~ deductions were made, together with such detail ~~and~~ explanations ~~as~~ may be ~~reasonably~~ required.

3.05 (a) It is recognized and mutually agreed that management may, from ~~time to time~~, have ~~occasion to~~ interview employees with ~~respect to~~ their job performance ~~and~~ that the objective of such interviews is ~~corrective~~ in nature, rather than punitive. Such interviews will normally be conducted on a "one-on-one" basis. However, should it become ~~necessary to~~ officially warn an employee ~~that~~ failure to improve his/her record with the Company may result in disciplinary action being ~~taken~~, such employee will ~~be~~ advised that he/she may, if he/she ~~so~~ wishes, have his/her Steward present at such meeting. The giving of ~~the~~ warning shall ~~be~~ confirmed to the employee by the Company in writing. A copy of such letter will ~~be given to~~ the Steward who represented the employee and a further copy will be mailed ~~to~~ the Union's office.

- (b) After a period of eighteen (18) months free of any warning or suspension, or a period of two (2) years in any event, previous warnings or disciplinary actions will not be used in ~~progressive steps~~ or in arbitrations.

3.06 Once each quarter, the Company will provide the Union with a listing of employees holding seniority standing showing the last address and telephone number provided to the Company.

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 from time to time 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.

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 by a representative of management.

6.03 From time **to time** during the currency of this Agreement, 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/her 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 ten (10) such leaves will be **granted** in any one year of the currency of **this** Agreement and no more than four (4) employees may be absent on such **leave** at any one time. If the maximum of ten (10) 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.

6.04 From time **to time** during the currency of this Agreement and 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 from each **plant** 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.

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6.05 With respect to employees granted leave of absence under the provisions of clauses 6.03 or 6.04 above, it is agreed that on the written request of the Union:

(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/her employment classification, multiplied by eight (8) hours,

-- 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, the Employees' Retirement Plan and the Employee Stock Ownership Plan,

(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 Employees' Retirement Plan, the Employee Stock Ownership Plan, the Extended Group Insurance Plan, Unemployment 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.

(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 (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/her to attend those appointments with management personnel at which his/her 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/her to give evidence at such hearing.

- (b) Should a Union Steward or Union Officer 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/her 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/her to attend such meeting.
- (c) The allowing of time off under the provisions of this clause 6.06 shall be subject to the employee having obtained permission to leave his/her work from his/her Plant Supervisor in the case of an inside employa, or from the Sales Supervisor in the case of an outside employee. All such time off during an employee's regular working hours shall be without loss of pay, 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.

6.07 The granting of any leave of absence under clauses 6.03 or 6.04 or 6.06 may be refused by the Company when the granting of the same would be unreasonable having regard to the requirements of operations.

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 not more than two (2) inside employees and two (2) outside employees and to any employa holding the office of President of Local Union 385 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/her work from his/her Plant Supervisor in the case of an inside employee, or from the Sales Supervisor in the case of an outside employee.

ARTICLE 7 – GRIEVANCES

7.01 The Union Stewards herein referred to shall be employees of the Company and shall not be more than ten (10) in number.

The Union will notify the Company in writing of the names of such Stewards and may also notify the Company of the names of not more than an equal number of additional employees who may serve as alternate Stewards in the absence from work of a regular Steward. The Company will not recognize any individual as a Steward until it has received such notification from the Union.

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- 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.**
- (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.**
- (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.**
- (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/her** immediate supervisor and **if the matter is not resolved in that discussion, he/she** may refer the question **to his/her Steward for consideration.** However, should the nature of the complaint or grievance **be such that the employee prefers to refer it to his/her Steward first, then he/she** may do so.

Step 1

If a complaint or grievance is referred by an employee **to his/her Steward and if the Steward considers** that there may **be** a reasonable basis for the complaint or grievance, **the employee and the Steward** may refer the matter **orally or in writing** to the appropriate **management representative.**

Step 2

if the complaint or grievance remains unsettled **for three (3) working days after the time of its presentation at Step 1,** it may, within a further three (3) working days **be referred** in writing **at Step 2,** in sufficient detail to define the issue, to the appropriate **management representative (or his/her designate).**

Step 3

if the complaint or grievance remains **unsettled** for three (3) working days **after its presentation at Step 2,** it may, within five (5) working days **after the hearing at Step 2 be referred** in writing

at Step 3 in sufficient detail to define the issue, to the appropriate management representative (or his designate). Within five (5) 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/she may designate) shall meet with the employee, his/her Steward and a full-time representative of the Union (and/or such other persons, up to two (2) in number, as he/she may 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, provided it is done with reasonable promptness, present such matter in writing signed by each such aggrieved employee to the appropriate management representative, setting out sufficient detail to define the issue. An opportunity for oral discussion between the officials of the Union (not exceeding four (4) in number) and representatives of management (not exceeding four (4) in number) will be given, and failing agreement, the Company shall deliver to the Union a reply in writing within ten working days after receipt of the written submission.

7.05 COMPANY/UNION GRIEVANCE

Should any grievance or complaint arise directly between the Company and the Union, it should be dealt with as follows: it may, provided it is done with reasonable promptness, be presented in writing by either of such parties to the other, setting out sufficient detail to define the issue. An opportunity for oral discussion between the officials of the union (not exceeding four (4) in number) and representatives of management (not exceeding four (4) in number) will be given, and failing agreement, the party to whom such matter was submitted shall deliver to the other party a reply in writing to such submission within ten (10) working days after the receipt of such submission.

7.06 SUSPENSION OR DISCHARGE

- (a) When an employee is to be suspended or discharged, such employee will be advised that he/she may, if he/she so wishes, have his/her Steward present for such meeting and the reasons for such suspension or discharge will be given. In any event, an employee who is suspended or discharged will be given an opportunity to discuss the matter with his/her Steward before leaving the Company's premises.

Such suspension or discharge shall be confirmed to the employee by the Company in writing and a copy of such letter will be mailed to the Union's office.

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- (b) Any grievance relating to the suspension or discharge of any employee shall be submitted directly at Step 3 of the Individual Grievance Procedure within eight (8) working days of such suspension or discharge and not otherwise. 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
- Step 3 - General Manager

7.08 GENERAL

Should any employee, employees, the Union or the Company take advantage of the procedure provided herein for the hearing of complaints and grievances. each step in such procedure (up to and including, in the case of a grievance only, the request for appointment of an arbitrator) required to effect a final disposition of the matter shall be taken by such employee, employees, the Union or the Company, as the case may be, within the time limits set forth in this Agreement or the matter shall be deemed to have been abandoned. In determining such time limits, no account shall be taken of the day on which the complaint or grievance was presented and any time limit fixed by this Agreement may be extended by written agreement of the Company and the Union. Saturdays, Sundays, observed holidays and scheduled days off shall not count as 'working days' as referred to in this Article 7.

7.09 ARBITRATION

Should any grievance (as defined in clause 7.02 (a) hereof) arise which is not satisfactorily determined under the foregoing provisions, and should either the Union or the Company desire to carry the matter further, the matter shall then, by notice in writing given to the other party within ten (10) working days from the giving of the latest decision referred to above, be referred either by the Company or the Union to arbitration as provided for in Appendix "A" hereto. It is understood and agreed that complaints and misunderstandings as referred to in clause 7.02 (b) hereof, shall not be arbitrable.

ARTICLE 8 -- SENIORITY

- 8.01** (a) Seniority of an employee shall mean the length of his/her unbroken service with the Company in the Bargaining Unit covered by this Agreement, except as provided in clauses 8.01 (b) and (e) below.
- (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.
- (c) An employee who is transferred from the Bargaining Unit to a job with the Company outside the Bargaining Unit may only return to the Unit 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 reentered the Bargaining Unit.

8.02 For the purposes of this Article 8, each of the following seniority groups shall be considered as an entirely separate seniority group:

- (i) Inside employees who normally work at or out of 46 Overlea Blvd., (including inside employees on assignment at 81 Turnberry Ave. or 1399 Kennedy Rd.), other than employees normally working at or out of the Engineering Department's Machine Maintenance Shop.
- (ii) Employees normally working at or out of the Engineering Department's Machine Maintenance Shop at 46 Overlea Blvd.
- (iii) Outside employees who normally work at or out of 46 Overlea Blvd. (including outside employees on assignment at 81 Turnberry Ave. or 1399 Kennedy Rd.)
- (iv) Employees who normally work at or out of 42 Overlea Blvd.

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/her seniority ranking if he/she 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.

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,
- (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 fulfill **the** normal requirements of the **job**.

8.06 JOB POSTING

- (a) When a regular full-time **job** in a seniority group **becomes** vacant, the Company shall post a **notice** of such job vacancy on the Union bulletin **board** for a period of three (3) working days. During that period, any employee **may** make written application for the vacant **job** and all such applications will receive consideration in accordance with the provisions of clause **8.05** hereof,
- (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 of its decision by posting that information on the Union bulletin **board**,
- (c) If **an** employee was absent on vacation or **an** approved absence (not in excess of twelve **(12)** months) at the time of posting of a **job** for which he/she is qualified, he/she may apply for consideration **for** that job within five **(5)** days of his/her return **to** work, and if accepted by the Company, he/she shall then **displace any** employee previously **selected** to fill such vacancy.

- (d) In the event that the Company has no employee who *can satisfactorily* fulfill the normal requirements of a job vacancy, and if there is, at the **time, no qualified** employee on layoff 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.
- (e) When **an** employee has received a change of job or shift assignment **under the** provisions of this clause 8.06:
- (i) he/she shall not be entitled to apply for a **posted** vacancy during the following six months, **unless** such job vacancy is in a wage bracket higher than his/her own or would enable a change of shift; and
 - (ii) if the change of job **involved** a transfer **between** the "inside" and "outside" seniority groups, the employee will not be entitled to again apply for a **job** in the opposite seniority group during the following twelve **(12)** months.
- (f) Job postings for the position of General Help or Production Person will identify the shift, department and principal "function" within the Job Classification. For this purpose only, the following "functions" will **be** recognized:

W.B.No.1 - Job Classification: General Help Functions:

- o Principally Sweeping/Cleaning
- o General Duties

W.B.No.2 - Job Classification: Production Person Functions:

- o Principally Truck Washing/Gassing
- o Principally Machine Tender Crew
- o Principally Fork Lift Operator
- o Principally Load Consolidation/Sorting
- o Principally Piling/Unpiling
- o Washing/Filling Product Tanks
- o General Duties

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.

- (g) in the case of "outside employees", 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.

Individual work assignments will be determined on the following basis:

- (i) For each such Sales Area, the Company shall establish a basic D.S.I.C. complement representing the number of D.S.I.C.'s which it anticipates will be required in the specific Sales Area on a year-around basis.
- (ii) When a regular, full-time vacancy (as referred to in clause 8.06(a) of the Collective Agreement) should occur in the basic D.S.I.C. complement for any Sales Area, the ensuing job posting will identify the Sales Area in which the vacancy exists.
- (iii) D.S.I.C.'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 D.S.I.C.'s, while all other D.S.I.C.'s will be referred to as "spares".
- (iv) If on any day the sales volume of a Sales Area is such that not all regularly assigned D.S.I.C.'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 D.S.I.C.'s who, in turn, shall become a Delivery Salesperson for that day.
- (v) Any routes which remain vacant after the assignment of all available regularly assigned D.S.I.C.'s shall then be assigned to spare D.S.I.C.'s.

- (vi) Should an additional Sales Area be required on an temporary basis, the D.S.I.C.'s required in such Area will be assigned on a temporary basis. Similarly, should a Sales Area be temporarily discontinued, the affected D.S.I.C.'s will be temporarily re-assigned elsewhere.
- (vii) When it is determined that an additional Sales Area will be required on a "permanent" basis, the basic complement of D.S.I.C.'s for that Area will be filled by the job posting procedure.
- (viii) 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 D.S.I.C.'s who were so displaced shall in turn displace the most junior of all regularly assigned D.S.I.C.'s.
- (h) While the intent of clauses 8.06(f) and (g) 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.
- (i) Notwithstanding anything herein contained, it is mutually understood and agreed that includable inability to meet satisfactory standards of performance may be grounds for a non-disciplinary change of assignment within the Job Classification of Production Person or Delivery Salesperson In Charge.

8.07 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, insofar 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 departmental groupings (as per 12.09 (f) hereof). On completion of such a temporary assignment, the affected employee will revert to his/her regular job and/or shift, provided such work is available for him/her, or otherwise he/she shall be re-assigned having regard to his/her 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 soie 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.

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 temporary promotion (and who would otherwise be qualified for such temporary 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/she 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/her misconduct or his/her 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/her new responsibilities or **is demoted** due to his/her inability to satisfactorily perform such new duties, he/she shall be permitted to revert to his/her former position and, in **so** doing, may displace the employee who **succeeded** him/her in that position.

8.09 LAYOFFS

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

- (a) The Company shall first lay off temporary employees and then probationary employees, if any, in that seniority group (for this purpose, temporary and probationary employees at 46 Overlea Blvd., 1399 Kennedy Rd, and at 81 Turnberry Avenue will **be considered to be in separate** seniority groups). 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 person will be the first laid off). Provided that the layoff of a regular employee **at 46**

Overlea Blvd., 1399 Kennedy Rd. or 81 Turnberry Avenue is expected to last for more than one (1) working day, such layoff will be handled in accordance with the appropriate combined Overlea/Turnberry seniority list. If any employee is to be laid off for a period of more than five (5) working days, he/she shall receive five (5) working days written notice of such layoff. In the event that such layoff does not actually take effect within thirty (30) days of the giving of the notice, that notice will be deemed to have been cancelled. The Union will be provided with a copy of all notices of layoff.

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/she has greater seniority;
- (ii) the employee displaced in No. 1 above may then displace the least senior employee within the same shift, providing he/she has greater seniority;
- (iii) the employee displaced in No. 2 above may then displace the least senior employee within his/her seniority group, providing he/she has greater seniority.

For this purpose, the expression "department", as used in (i) above, shall be defined by reference to the departmental groupings referred to in clause 12.09 (f) hereof.

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

- (b) An employee having seniority standing in a seniority group who is laid off for more than one (1) working day shall have the option of:
 - (i) displacing a temporary or probationary employee in any other seniority group referred to in clause 8.02 hereof, or
 - (ii) if there are no temporary or probationary employees to be displaced, of displacing the most junior employee in any other seniority group referred to in clause 8.02 hereof,provided that such employee submits a written request for such temporary transfer to another seniority group and is capable of satisfactorily performing the work so

made available to him/her. It is understood that junior employees shall be laid off in sufficient numbers to permit the exercising of this option and the resulting temporary transfer of more senior employees shall 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/she is assigned.

- (c) An employee exercising this option shall not acquire seniority in the group to which he/she is transferred, but shall retain his/her recall rights in his/her original seniority group.
- (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 plant President or Chairperson of the Union. 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 that seniority group, then employees on the layoff lists for other seniority groups covered by the Agreement 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.

- (e) If, at the time of recall, an employee is not in the active service of the Company, a notice shall be sent to him/her by registered mail addressed to the last address which he/she shall have recorded with the Company. Such notice shall indicate the job for which the individual is considered qualified, the proposed time and place of hiring (which shall not be less than seven (7) working days from the date of mailing of such notice by the Company) and shall state that if the individual desires to be rehired for such job, he/she shall notify the Company in writing within five (5) working days of the mailing of such notice by the Company. A copy of each such notice shall be mailed to the Union. The individuals to whom such notices are sent and who report ready for work at the time and place of hiring as set out in such notices, shall, if they are then so qualified to fill the jobs available, be rehired. The Company shall not be required, however, to rehire at any time any individual who shall have failed to notify the Company of his/her desire to be rehired or who shall have failed to report for rehiring in accordance

with and at the time stated in any such notice sent to him/her. The Company shall be entitled to fill any jobs available on a temporary basis pending rehiring of those having preferential rights for rehiring as hereinbefore set out. On such rehiring there shall be deemed to have been no break in such employee's continuous service.

- (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/her shift is scheduled to commence, he/she 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. However, if work is available on a later shift which he/she is capable of performing satisfactorily and which would not result in the displacement of any other employee, then such work opportunity shall be assigned to him/her.
- (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 Bonafide illness, or disability resulting from an accident, shall not normally be considered cause for discharge. However, if an employee has been continuously absent from work due to disability for a period of thirty (30) months or more, the Company may then consider that such employee's services are terminated and his/her name shall be removed from the seniority list on the grounds that he/she is no longer an active employee. In making such a determination, the Company shall give due consideration to the latest medical evidence available with respect to the anticipated further duration of such employee's disability.

8.11 If, after recovery from an at-work accident or illness accepted by the Workers' Compensation Board, an employee is unable to perform his/her former duties, and if there is, at that time, a regular job in his/her seniority group which is either vacant or held by an employee having less seniority, such employee shall, if he/she is capable of satisfactorily performing the required duties, be transferred to such position. If there is no regular job within his/her seniority group which he/she is capable of satisfactorily performing, the Company will consider a request for transfer to the other seniority group at his/her Plant if there is, at that time, a regular job which is vacant and if he/she is capable of satisfactorily performing the duties required.

8.12 Notwithstanding any other provisions of this Agreement which may be to the contrary, it is mutually understood and agreed that the following arrangements and conditions shall apply to the positions of Sales Equipment Serviceperson 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/she undertake such training as the Company may require.
3. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of a Sales Equipment Service Trainee. In such event, the employee shall revert to his/her former position and, in so doing, may displace the employee who succeeded him/her in that position.
4. 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.
5. On successful completion of the training program (including demonstration of the required knowledge, skills, etc.), a Sales Equipment Service Trainee shall thereupon be reclassified and paid as a Sales Equipment Serviceperson.
6. 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 Serviceperson;

the Company may hire a new employee who does possess the necessary qualifications to satisfactorily fulfill the requirements of the vacant position.

8.13 If, during the life of this Collective Agreement, the Company plans to introduce any new form of formal aptitude or skills testing (as distinct from evaluation of performance on the job) it will first review the new test format with the Union and receive the benefit of any input to such plan that the Union may have to offer.

ARTICLE 9 -- HOURS OF WORK -- OVERTIME

9.01 For the purposes of this Agreement, the work week 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 that shift or other similar work period commenced.

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. An employee in the category of Highway Tractor-Trailer Driver shall be deemed to be at work during the time he/she is necessarily in control of such tractor-trailer and acting in the course of his/her employment, as well as during any time that he/she is required by the Company to be present in the Company's plant.

9.03 For the purposes of this Agreement, the normal work periods of all employees (other than those employees from time to time during the currency of this Agreement regularly scheduled to work on Saturday and/or Sunday) shall consist of five (5) consecutive days, Monday to Friday inclusive. The Company does not guarantee, however, to provide work for any employee nor to maintain the work week or working hours presently in force.

9.04 Every employee having performed eight (8) hours work at his/her hourly rate in any day shall be paid at the rate of one and one-half (1-1/2) times his/her hourly rate for all work performed by him/her and required by the Company in excess of the said eight (8) hours in that day.

9.05 Every employee, other than those regularly scheduled to work on Saturday and/or Sunday, shall be paid at the rate of one and one-half (1-1/2) times his/her hourly rate for all work performed by him/her and required by the Company on a Saturday and at the rate of two (2) times his/her hourly rate for all work performed by him/her and required by the Company on a Sunday.

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9.06 Every employee who is regularly scheduled to work on a Saturday and/or Sunday shall, while so scheduled, be paid a premium as shown below:

Saturday	\$ 1.25
Sunday	\$ 1.50

for work performed by him/her and required by the Company, unless he/she is entitled under the other provisions of this Article to be paid at the rate of one and one-half (1-1/2) or two (2) times his/her hourly rate, as the case may be, for work so performed by him/her 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.

9.07 Every employee who is regularly scheduled to work on a Saturday and/or Sunday shall be paid at the rate of one and one-half (1-1/2) times his/her hourly rate for all work performed by him/her and required by the Company on the first of his/her two (2) weekly scheduled days off and at the rate of two (2) times his/her hourly rate for all work performed by him/her and required by the Company on the second of his/her two (2) weekly scheduled days off.

9.08 (a) Every employee, other than those employed as Stationary Engineers, shall be paid at the rate of two (2) times his/her hourly rate for all work performed by him/her and required by the Company on a day which is observed as a paid holiday under the provisions of Article 11 hereof.

(b) A person employed as a Stationary Engineer shall be paid at the rate of two (2) times his/her hourly rate for all work performed by him/her and required by the Company on a day on which one of the paid holidays named in Article 11 hereof actually falls (as opposed to the day on which it is observed by the Company).

9.09 Where it is anticipated that any employee will perform additional work required by the Company for a period of one-half (1/2) hour or more immediately following his/her normal work period of eight (8) hours in any day, he/she shall be granted a rest period of fifteen (15) minutes, with pay, before commencing such additional work.

9.10 Where any period of additional work referred to in clause 9.09 hereof will continue for more than two (2) consecutive hours, the employee shall, after having worked for two (2) hours, be given a break of one-half (1/2) hour, without pay, to enable him/her to have a meal. If he/she shall not have had at least twenty-four (24) hours' notice that such additional work would be required, the Company shall provide the meal, up to a value of \$7.50 plus tax, without charge.

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to the employee. If such additional work continues for more than two (2) consecutive hours following resumption of work after the meal break, the employee shall be granted an additional rest period of fifteen (15) minutes, with pay.

9.11 Every employee will be allowed one (1) paid rest period of fifteen (15) minutes during each one-half (1/2) shift. Rest periods will be arranged as near the mid-point of each one-half (1/2) shift as possible.

9.12 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 24 hours in advance, or on a Saturday and/or Sunday) 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 hourly rated employees in the same seniority group who are capable of satisfactorily performing the work required.

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

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 employees in the appropriate 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. It is further agreed that overtime will not normally be assigned to temporary or probationary employees while regular employees in the appropriate seniority group are available on the Company's premises at the time such overtime is to commence who are willing to perform such overtime and are capable of satisfactorily performing the work required.

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 and that repeated refusal of overtime work after having indicated availability for such assignments may result in that employee being excluded from further consideration under these provisions. 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

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a reverse-seniority basis to those employees in the appropriate seniority group who are capable of satisfactorily performing the work required. It is further agreed that, for the purpose of assignment of overtime work, employees at 46 Overlea Blvd., at 81 Turnberry Ave. and at 1399 Kennedy Rd. will be considered as though they were in three separate seniority groups.

Other than for situations arising because of Acts of God, the Company will not offer opportunities for overtime work if doing so may reasonably be expected to result in an employee working for more than sixteen (16) consecutive hours. However, in the event that an employee should work for more than 16 consecutive hours (excluding unpaid meal breaks), he/she shall not be considered available for any assignment until 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 2 hours, the start time of the employee's next regularly scheduled shift so that he/she will still have the opportunity to work a regular eight hour shift.

9.13 Where an employee has left the Company's Plant on completion of his/her day's work and is then called by the Company and requested to return to work at a time before the commencement of his/her next scheduled 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/her outside his/her scheduled working hours at the rate of one and one-half (1-1/2) times his/her hourly rate or four (4) hours' work at his/her hourly rate, whichever is greater.

9.14 An employee who reports for work at his/her 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/she would have been entitled for the work he/she had been scheduled to perform on that day, but it is agreed that he/she 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, and failure to do so shall result in his/her being considered as unavailable for work on that shift. If an employee is absent from work with approval on a Friday, it will be presumed that he/she will be available for work on the following Monday, unless he/she advises the Company to the contrary. Therefore, should such an employee be unable to report by Monday, he/she must notify the Company to that effect prior to his/her scheduled starting time.

9.15 The system of "fixed" shifts (as contrasted with "rotating" or "alternating" shifts) which is currently in effect will not be discontinued during the life of this Agreement without prior consultation with the Union; provided, however, that discussions with a view to possible modification of the system to accommodate any specific problems which arise may be initiated by either party. Should such discussions fail to produce agreement between the parties, then the Company may initiate changes only to the extent that they are necessary to satisfy the needs of the business and the requirements and efficiency of operations.

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It is understood and agreed that this undertaking with respect to the method of staffing shifts (i.e. "fixed" vs. "rotating") does not in any way limit the Company's right to establish or discontinue shifts per se, or to modify the starting or stopping time of shifts, in order to satisfy the needs of the business and the requirements and efficiency of operations.

ARTICLE 10 -- NIGHT SHIFT PREMIUM

10.01 Every hourly-rated employee shall be paid a night shift premium of:

- **\$.90 during the first year of this Agreement**
- **\$.95 during the second year of this Agreement**
- **\$1.00 during the third year of this Agreement**

for work performed by him/her 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 employees (at 42 Overlea Blvd., after five (5:00) p.m. and before eight (8:00) a.m. in the following day and 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.

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
EASTER MONDAY
VICTORIA DAY
DOMINION DAY
CIVIC HOLIDAY
LABOUR DAY
THANKSGIVING DAY
DAY BEFORE CHRISTMAS
CHRISTMAS DAY
BOXING DAY

- (b) If, during the life of this Agreement, a holiday should be declared by government which is not listed above and which is to be generally observed in the Province

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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 ~~Y~~ 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 (**other than** a watchperson or a **Stationary Engineer**) should be **scheduled** to have one of his/her **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/her 'holiday'.

11.03 Each employee who has completed his/her probationary period shall receive holiday pay for each such holiday, provided that **he/she** is at work on his/her **last** regular workday before **the** holiday and his/her first regular workday **after** the holiday. An employee's holiday pay for each such holiday, shall be an amount **equal** to his/her regular hourly **rate**, multiplied by eight **(8)**.

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

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

- (a) is paid for under the provisions of clause **15.01** hereof (Bereavement Pay), or
- (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, Workers' **Compensation**, **Unemployment Insurance**, Government **Pension** Plan, etc.).

ARTICLE 12 -- VACATION

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

12.02 The length of vacation ~~to which each employee will be entitled~~ will be governed by the total length ~~of his/her~~ 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/her~~ 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~~ 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 During the Life of this Agreement

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

12.05 If an employee's vacation pay calculated on the basis of his/her 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/she would be entitled under clause 12.04 above, then he/she will be paid the greater amount; provided, however, that if the employee has worked in more than one Wage Bracket during the preceding year, the calculation shall be made using the then current rate for the lowest such Wage Bracket; and provided further that 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 Workers' Compensation), 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 Workers' Compensation) he/she may, if he/she so wishes (but only to the extent permitted by law) waive one or more weeks of his/her vacation entitlement for that year without reduction in the percentage basis (only) vacation pay for which he/she 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 (a) Should one or more holidays named in clause 11.01 hereof fall within the period of an employee's vacation he/she 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/her pay for the week of vacation containing such holiday(s) shall be increased by 20% for each such holiday.

(b) Provided that arrangements are made at least a week in advance and approved by management, an employee may take up to five (5) days of his/her annual vacation entitlement in increments of eight (8) hours each during the months of January, February, March, April, October or November.

12.08 Every employee will be paid, immediately prior to his/her going on vacation, the vacation pay to which he/she is entitled. If an employee should be granted his/her vacation prior to his/her anniversary date, then

- (i) if he/she has completed five (5) or more years of service, his/her vacation pay will be based on his/her regular straight-time rate of earnings, or
- (ii) if he/she has not yet completed five (5) years of service, his/her pay for that vacation will be based on earnings from his/her last anniversary date until a date which is four (4) weeks prior to the date on which his/her vacation is to commence.
- (iii) if an employee wishes to take only one week of vacation and has completed at least six (6) months of service towards that year's vacation entitlement, he/she will receive one week's pay at his/her regular straight time rate of earnings. He/she will not then receive his/her second week of paid vacation until he/she completes the balance of that year of service.

On completion of that year of service, he/she will receive a vacation pay adjustment based on earnings for the portion of the year which was not included in the original vacation pay calculation.

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.

- (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.
- (c) The tentative list of summer vacations will be posted not later than April 15th of each year.
- (d) The vacation schedule will be finalized and a list of vacations posted on the Union bulletin board not later than May 15th of each year. Subject to the provisions of clause 12.09 (g) hereof, the schedule will not thereafter be changed without the mutual consent of the Company and the employees who would be affected.
- (e) Subject to the limitations of clauses 12.09 (a) and (b) and to the terms of clause 12.09 (f) hereof, preference in regard to the available vacation date will be given in order of seniority.
- (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 (employees at 46 Overlea Blvd., at 81 Turnberry Ave., and at 1399 Kennedy Rd. being considered to be in different "departments"):

Inside Employees

Bottling	Shippers & Receivers
Syrup	Materials Handling
Machine Maintenance	Garage
Sales Equipment Service	Building Maintenance

Outside Employees

Sales Representatives

Delivery Salesperson and Delivery Salesperson-in-Charge (Thorncliffe and Kennedy Rd. to be treated as one department, commencing with 1992 vacation schedule)

Transport Drivers

- (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/her on a different shift and/or in a different departmental grouping (as referred to in this clause 12.09), his/her 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/she is transferred, and

(ii) any vacation granted to an employee during a time when he/she 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/she 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 re-assignment 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.

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

(a) If the employee has not completed his/her first year of continuous employment, he/she will receive as vacation pay on termination the applicable percentage of his/her total earnings during the period of his/her employment, less any vacation pay already granted.

(b) If the employee has completed one or more years of continuous employment and has taken all of the annual vacation to which he/she was entitled, in respect of his/her last completed year of continuous employment, he/she will receive γ vacation pay on termination the applicable percentage of his/her total earnings from the last anniversary of his/her employment until the date of termination, less any vacation pay already granted in respect of the uncompleted year of continuous employment between the last anniversary of employment and the date of termination.

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

During the Life of This Agreement

<u>From</u>	<u>To</u>	<u>% Applicable to the Period of Continuous Employment Shown at Left</u>
Date of Commencement of continuous employment	4th anniversary	4 %
4th anniversary	9th anniversary	6 %
9th anniversary	19th anniversary	8 %
19th anniversary	29th anniversary	10 %
29th anniversary	and up	12 %

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/her** **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/she** 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 during the life of this Agreement completes **his/her** **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/her** regular hourly **rate, multiplied** by **forty** (40).

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/her 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 Salesperson-In-Charge, Delivery Salesperson, Sales Equipment Serviceperson and Sales Equipment 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/she 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 - Bottling Machine Operators and Syrup Department employees.

3 white trousers

4 white shirts

4 white T-shirts

Group No. 4 - All **Inside** employees other than temporary employees and employees covered by Group **No. 2** or **No. 3**

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.

Note: Should an employee in Group **No. 3** or **No. 4** so desire he/she 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.

14.02 It is understood and agreed that an employee will receive only garments of the type specified for his/her 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 of the life of this Agreement. Every employee to whom **Work** Clothing is provided under this Article 14 is expected to wear during his/her working hours the **Standard Work** Clothing specified for his/her particular Group.

14.03 It is agreed that the Company will clean standard coveralls issued to employees listed in Group **No. 4** in clause 14.01 above to the extent of one (1) such coverall per person 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/she may purchase approved safety boots from the supplier of his/her 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. as set out below:

- (i) from July 29, 1991, \$85. per year;
- (ii) from July 26, 1993, \$90. 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/she** will, on reclassification or on completion of **his/her** 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 will be three (3) days during the seven (7) days following **the** date of death on which the employee would have been scheduled to **be** at work were it not for the **bereavement**. In the event of **the** death of an employee's **grandmother, grandfather, 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/her** 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

- (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 bona fide illness, (in the event that an employe commences work but becomes ill during the course of the day and does not complete his/her 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 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 employe within thirty (30) days of the end of that contract year.

- (b) The sick pay credit of a regular employe 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.
- (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, Workers' Compensation, Unemployment insurance, Government Pension Plan, etc.).
- (d) An employee who, at the conclusion of the contract year, has an unused sick pay credit of at least 5 days may, provided he/she has not been absent in that contract year for any reason other than:
 - (i) bona fide illness, (i.e. a claim for 1 (one) day of illness, leaving 5 days sick pay credit remaining, shall not disqualify an employe 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;

receive in lieu of the cash payment referred to in paragraph 16.02 (a) above, a 5-day leave of absence at his/her 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 employe concerned and the Company. Should such an employe have an unused sick pay credit of 6 days, then in addition to the 5-day leave of absence with pay for which he/she qualified under the above provision, he/she will be paid for the remaining one day at 75% of the regular rate of pay that was in effect for him/her 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/her departure.

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

16.03 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/she shall suffer no loss of earnings on the day of the accident by reason of his/her necessary absence from work to receive such treatment.

ARTICLE 17 – WAGES

17.01 Inside Employees-- The Wage Brackets and (he hourly wage rate applicable to each such Wage Bracket, as set out below, shall apply for inside employees, other than temporary employees and Engineering Department Machine Maintenance Person, and shall be maintained during the life of this Agreement.

WAGE BRACKETS

EFFECTIVE DATE

	July 29, 1991	July 27, 1992	July 26, 1993
Wage Bracket 1			
General Help	\$ 17.82	\$ 18.71	\$ 19.74
Wage Bracket 2			
Production Person	\$ 17.90	\$ 18.80	\$ 19.83
Wage Bracket 3			
Sales Equipment Service	\$ 18.04	\$ 18.94	\$ 19.99
Trainees, Sales Equipment			
Delivery, Sales Equipment			
Customer Service Representative,			
Shunter (with Class A licence),			
Equipment Maintenance Helpers,			
Building & Parking			
Lot Watchperson			
-- Car Drivers			

Wage Bracket 4			
Product Testing & Reporting, Shippers & Receivers	\$ 18.49	\$ 19.41	\$ 20.48

Wage Bracket 5			
Sales Equipment Serviceperson, Equipment Maintenance Person, Stationary Engineers (4th Class) Syrup Makers	\$ 19.27	\$ 20.23	\$ 21.35

Wage Bracket 6			
Stationary Engineers (3rd Class)	\$ 19.59	\$ 20.57	\$ 21.70

Wage Bracket 7**			
Journeyman Automotive Maintenance Person, Journeyman Production Equipment Maintenance Person	\$ 22.27	\$ 23.38	\$ 24.67

Wage Bracket 8**			
Journeyman Electrician Person	\$ 23.93	\$ 25.13	\$ 26.51

*Note: Increases to be retroactive to July 29, 1991 for employees who remain in the Company's employ at the date of execution of a renewal Collective Agreement.

** Plus a skilled trades adjustment of \$.10 per hour in each year of this Collective Agreement.

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 person regularly led by that Lead Hand.

17.02 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, and shall be maintained during the life of this Agreement.

WAGE BRACKETS**EFFECTIVE DATE**

July 29, 1991*

July 27, 1992

July 26, 1993

Wage Bracket 1

Delivery Salesperson

\$ 17.90**\$ 18.80****\$ 19.83****Wage Bracket 2**

Delivery Salesperson-

\$ 19.23**\$ 20.19****\$ 21.30**

In-Charge, Highway

Tractor Trailer Driver

Wage Bracket3

Sales Representatives

\$ 837.00**\$ 879.00****\$ 927.00**

***Note:** Increases to be retroactive to July 29, 1991 for employees who remain in the Company's employ at the date of execution of a renewal Collective Agreement.

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

- (a) until the commencement of the first week following the completion of his/her probationary period, at a rate three dollars fifty cents (\$3.50) per hour less than the Job Rate of the job to which he/she is assigned, and
- (b) thereafter and until the commencement of the first week following the completion of his/her 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/she is assigned, and
- (c) thereafter at the Job Rate of the job to which he/she is assigned.

17.04 It is understood and agreed that the rate for temporary employees (as defined in clause 2.05 hereof), effective from November 23, 1991, will be four dollars fifty-five cents (\$4.55) per hour less than the Job Rate of the job to which he/she is assigned.

17.05 In addition to the hourly rates set out above, a Sales Representative will receive a bonus, at rates established by the Company, on beverage cooling or dispensing machines sold by him/her; subject, however, to the right of the Company to provide for the refund by the Sales Representative of a portion or all of the bonus originally paid to him/her on the sale of any such beverage cooling or dispensing machine in the event of its repossession.

17.06 Where an employee is temporarily transferred to a job which carries a higher rate of pay than the job from which he/she was transferred and provided that he/she remains in such higher rated job for a period of more than one (1) consecutive hour, he/she shall be paid at the higher rate 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/she was transferred and while work is available for him/her in the job from which he/she was transferred, he/she shall continue to be paid at the higher rate. Where, however, there is no work available for him/her in the job from which he/she was transferred, he/she shall be paid at the rate of the job to which he/she was transferred.

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

17.09 Notwithstanding anything herein contained, it is agreed that Engineering Department Machine Maintenance Person will receive an hourly rate as determined by the Company according to the individual's training, ability and experience, within a range which shall be not less than \$18.00 per hour nor more than \$32.00 per hour during the life of this Agreement; provided, however, that the wage increases provided for all such present employees shall not be less than the wage increases provided herein for Wage Bracket 7, if the employee holds Journeyman Person qualification in a related trade, or not less than the wage increases provided for Wage Bracket 5, if the employee is not so qualified.

ARTICLE 18 – TECHNOLOGICAL CHANGE

18.01 (a) If, during the life of this Agreement, 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.

(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/she formerly received, he/she shall continue to be paid at his/her former rate of pay until the job rate for his/her new classification equals his/her former rate.

- (c) If a regular employee should be displaced from his/her 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/her to receive such training.
- (d) In the event of a plant closing or sale, any employee who then has seniority standing shall:
- (i) if he/she has more than five (5) years seniority, have the right to displace an employee with less than five (5) years seniority in the comparable seniority group at any other plant at which the Union holds bargaining rights, or
 - (ii) if he/she 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 any other plant at which the Union holds bargaining rights;

provided, however, that such employee can satisfactorily fulfill the normal requirements of the job which is so made available to him/her. Once so relocated, such employee shall carry full seniority with him/her into the new seniority group.

- (c) Should any major operation currently being performed by the bargaining unit be transferred from a location covered by this Agreement to another company location within a fifty (50) mile radius of Metropolitan Toronto, 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.

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.

ARTICLE 19 -- SAFETY

19.01 The Company will **make** ail 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 ail safety **rules**.

19.02 To further the above-mentioned objectives, it is **mutually** agreed that Joint Health and Safety Committees will be **maintained** and shall be comprised **as follows**:

C.C.B.

- Thorncliffe Plant • 3 members appointed by the Union and 3 members appointed by the Company.

- Turnberry Plant • 3 members appointed by the Union and 3 members appointed by the Company.

- Kennedy Rd. • 2 members appointed by the Union and 2 members appointed by the Company.

T.C.C.S.D.P.I.

- Thorncliffe Plant • 2 members appointed by the Union and 2 members appointed by the Company.

Joint Health and Safety Committees shall receive training appropriate for their responsibilities and shall operate in accordance with written guidelines adopted by each Committee.

ARTICLE 20 -- WORK OF BARGAINING UNIT

20.01 Plant Supervisors 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 Sales Supervisors shall continue to perform their **normal sales** and merchandising activities; provided, however, that such activities **shall** not be extended by the Company **so as to cause** the layoff of any regular employee.

20.03 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.

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.

ARTICLE 21 – HEALTH INSURANCE PLANS

21.01 It is agreed that, subject to any future legislation affecting such matters, the Company's Extended Group Insurance Plan, will be continued in force during the life of this Agreement:

- (a) In addition, it is agreed that the following improvements will **be** introduced:

(i) **Life Insurance Coverage**

- Effective from January 1, 1992 life insurance will **be** increased from \$26,000. to \$28,000. Effective January 1, 1993 it will be increased to \$30,000. Effective January 1, 1994 it will be increased to \$32,000.

(ii) **Supplemental Medical Plan**

- Amend the Vision Care benefit, effective January 1, 1992, to increase **the** maximum reimbursement from \$100. to \$125. per insured family member in each 24 month period. Effective January 1, 1993, such maximum will be further increased to \$150.
- Amend the Prescribed Drug benefit to provide for reimbursement of 90% of eligible expenses effective from January 1, 1992 and 100% of eligible expenses from January 1, 1993.

(iii) **Dental Care Plan**

- Effective January 1, 1992, Routine Treatment expenses will **be** subject to 90% reimbursement (now 80%) and Major Treatment expenses will **be** subject to 65% reimbursement (now 50%).

Effective January 1, 1993, such limits will be further increased to 100% and 80% respectively.

- Effective from January 1, 1992 the Dental Care Plan will be amended by increasing the present calendar year maximum Routine/Major Treatment benefit per individual from the current limit of \$1000. to \$1500. and by increasing the maximum Orthodontic Treatment benefit from the current lifetime limit of \$1500. per child to \$2500. per child. Effective January 1, 1994, the Orthodontic limit will be further increased to \$3000.

(iv) **Weekly Income Benefit**

- Effective from January 1, 1992, the schedule of Weekly Income Benefits will be further extended, as follows:

Class 30 - \$32,000. but less than \$33,000. - \$425.

Class 31 - \$33,000. but less than \$34,000. - \$440.

Class 32 - \$34,000. and up - \$450.

- Effective from January 1, 1993, the schedule of Weekly Income Benefits will be further extended, as follows:

Class 32 - \$34,000. but less than \$35,000. - \$450.

Class 33 - \$35,000. and up - \$470.

- Effective from January 1, 1994, the schedule of Weekly Income Benefits will be further extended, as follows:

Class 33 - \$35,000. but less than \$36,000. - \$470.

Class 34 - \$36,000. and up - \$500.

- (b) A new Long Term Disability Plan will be introduced effective Monday, January 6, 1992. Details of this change are set out in a Letter of Agreement attached hereto.

- (c) The Company will continue to pay the full premium for Life, Major Medical, Weekly Income Benefit and Dental Care coverages. L.T.D. premiums will be shared as per the Letter of Agreement referred to in (b) above.

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 Unemployment Insurance Commission upon their continued acceptance of the Company's plan of Weekly Income Benefits as a 'qualifying registered plan'.

ARTICLE 22 -- PAID EDUCATION LEAVE

22.01 Commencing January 2, 1989, the Company agrees to pay into a special fund one cent (\$.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the CAW - Canada, and sent by (he Company to the CAW Paid Education Leave Program, Box 897, Port Elgin, Ontario, NOH 2C0.

Effective July 27, 1992 the Company's contribution to Paid Education Leave shall be increased to 2¢ per hour.

22.02 The Company further agrees that, provided approval is sought and obtained at least thirty (30) days in advance of such absence, members of the bargaining unit, selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave.

22.03 Employees on Paid Education Leave will continue to accrue seniority and benefits during such leave.

ARTICLE 23 - TOOL ALLOWANCE

23.01 Journeyman Automotive Maintenance Person, Journeyman Production Equipment Maintenance Person and Journeyman Electrician Persons shall supply and maintain their own tool kit and shall receive a tool allowance which shall be paid annually, commencing with a payment due in August 1992. The amount of such payment shall be \$15.00 for each month classified as a journeyman person during the preceding contract year.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 This Agreement with respect to the wage rates set out herein shall be effective from July 29, 1991. In all other respects, this Agreement shall be effective from the date of execution. No person who was not in the employment of the Company on the date of execution shall be entitled to claim from the Company any amount arising from increases in hourly wage rates effective from July 29, 1991. This Agreement shall terminate at July 24, 1994.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives at the City of Toronto, in the Province of Ontario, this 29th day of July 1991.

FOR THE UNION



R.J. Hill



S.W. McKaye



D. Warner



T.L. Bugden



J. Gzymanski



H. Yussuff

FOR THE COMPANY



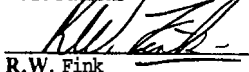
D.F. Senior



H. Macois



D.C. Parsons



R.W. Fink



R.B. Wallace

APPENDIX "A"

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/her impartiality, his/her qualifications in the interpretation of agreements and his/her 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 make joint application to the Ontario Labour-Management Arbitration Commission for a list of arbitrators and shall proceed with the selection of an arbitrator under the provisions of the Ontario Labour-Management Arbitration Commission Act.

The Company and the Union shall each be responsible for one-half (1/2) of the expenses of and fees payable to the arbitrator.

The rules of arbitration set out below shall govern the conduct of any arbitration proceedings hereunder.

RULES OF ARBITRATION

- I. Arbitration shall be held at the City of Toronto, in the Province of Ontario.
2. In any arbitration:
 - (i) in the case of an Individual Grievance, the written representations of the employee made at Step 3 and the written decision therein of the Company representative shall be presented to the arbitrator and the award of the arbitrator shall be confined to determining the issue therein set out.
 - (ii) in the case of a Collective Grievance or a Company/Union Grievance, the submission in writing by one party and the written reply of the other party shall be presented to the arbitrator and the award of the arbitrator shall be confined to determining the issue therein set out.
3. The findings of the arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be conclusive and binding upon the Company, the Union and the employees. In any arbitration hereunder the presumption shall be until the contrary shall have been proven that the provisions of this Agreement have been complied with.

4. The arbitrator shall not **be authorized to** alter, modify or amend any part of this Agreement or **to substitute his/her** opinion or judgement for that of **the Company;** provided, however, that this restriction is in **no** way intended **to** limit the **scope** of action provided **to** the arbitrator under Section 37(8) of the Ontario Labour Relations Act **with** respect **to** grievances concerning discharge or discipline.

5. Each party **to** an arbitration shall **be** entitled, through counsel or otherwise, **to** present evidence, **to** cross-examine the witnesses of the other party and **to** present **oral** arguments. Briefs of argument may **be** presented by each party and each party **shall** be entitled **to** reply **to** the brief **of** argument **presented** by the other.

6. Witness fees and allowances shall **be** paid by the party calling the witness.

7. No **costs** of any arbitration shall **be** awarded **to** or against either party.

Appendix "B"

**Re: T.C.C. Bottling Ltd. (Toronto) and
T.C.C. Soft Drink Products Inc. (Toronto)
Toronto, Ontario**

OFFICIAL APPLICATION FOR MEMBERSHIP

**IN THE NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA (CAW CANADA)**

LOCAL UNION NO. _____

NAME _____ S.I.N. _____ BIRTH DATE _____

(Print)

D. M. Yr.

ADDRESS _____ CITY _____ PROV. _____ POSTAL CODE _____

SENIORITY DATE _____ CLASSIFICATION _____ PHONE NO. _____

D. M. Yr.

I hereby designate, select and empower the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada), its agents or representatives, to act for me as my exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts requiring the continuance of my membership in said Union as a condition of my employment or continued employment, and contracts requiring the employer to deduct, collect, or assist in collecting from my wages or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan any dues and fees payable to said Union; and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, of any other representative for any of such purposes.

I further irrevocably designate, authorize and empower the said Union exclusively to appear and act for me and in my behalf before any board, court, committee or other tribunal in any matter affecting my status as an employee, or as a member of said Union, and exclusively to act as my agent to represent and bind me in the presentation, prosecution, adjustment and settlement of all grievances, complaints or disputes of any kind or character arising out of the employer-employee relationship as fully and to all intents and purposes as it might or could do if personally present.

I pledge my honour to faithfully observe the Constitution and laws of this Union and the

TORONTO PLANT/47

government thereof; not to divulge or make **known** any private proceedings of this Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; ~~to so~~ conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the National Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada).

(Applicant's Signature) _____

(Witness) _____

Appendix "C"

**Re: T.C.C. Bottling Ltd. (Toronto) and
T.C.C. Soft Drink Products Inc. (Toronto)
Toronto, Ontario**

AUTHORIZATION FOR CHECK-OFF OF DUES

TO THE _____ COMPANY Date _____
D. M. Yr.

I hereby assign to Local Union No. _____ National Union, Automobile, Aerospace and Agricultural Implement Workers Union of Canada (CAW-Canada) from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union No. _____ may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the National Union, CAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable from the date of delivery hereof to you until the termination of the Collective Agreement between the Company and the Union which is in force at the time of delivery of this authorization, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for the period of each succeeding applicable Collective Agreement between the Company and the Union.

(Signature of Employee here)

(Address of Employee)

(Type or print name of Employee here)

(City) (Prov.) (Postal Code)

(Date of Sign.) (Emp.I.D. No.)

(Soc.Ins.No.)

(Date of Decl. to Empl.)

NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL **IMPLEMENT WORKERS** UNION
OF CANADA (CAW-CANADA)

Gentlemen,

Re: Collective Agreement
Executed on July 29, 1991

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 a regular full time job **as** a Sales Representative becomes vacant, the job shall be **posted** and any employee who, for the preceding two **(2)** years or more, **has been** employed in the category of delivery-salesperson or delivery salesperson-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** responsible for the

TORONTO PLANT/50

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

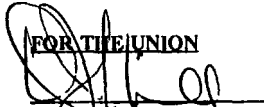
5. Should a Sales Representative be unable to fulfill the normal requirements of that position to the Company's satisfaction he/she may, after having been given a reasonable opportunity to achieve satisfactory performance levels, be reassigned to delivery work and, if necessary, may displace an employee 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 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 from time to time by the Company, and it is agreed that such incentives may be introduced, changed or withdrawn without negotiations between the parties hereto.

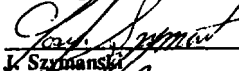
8. The provisions of Article 9 of the Collective Agreement, relative to hourly-rated employees, shall not apply to the salaried position of Sales Representatives.

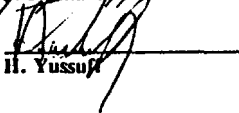
FOR THE UNION

R.J. Hill


S.W. McKaye


D. Warner


T.L. Bugden



J. Szymanski

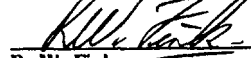

H. Yussuf

FOR THE COMPANY

D.F. Senior


H. Mueets


D.C. Parsons


R. W. Fink


R.B. Wallace

Letter of Agreement

Between:

National Automobile, Aerospace and Agricultural
Implement Workers Union of Canada (CAW-Canada)

- and -

T.C.C. Bottling Ltd. (Toronto)

&

T.C.C. Soft Drink Products Inc. (Toronto)

Re: Collective Agreement

Executed on July 29, 1991

It is mutually agreed that the following arrangements will apply with respect to the Christmas/New Year holiday closings falling during the term of this Agreement.

1991-92

It is agreed that the Company will schedule regular operations on Saturday, December 21, 1991 and Saturday, December 28, 1991 in lieu of operating on Monday, December 23, 1991 and on Monday, December 30, 1991. This will create a 5 day "closing" over Christmas and a 5 day "closing" at the New Year.

To accomplish this, it is agreed that, notwithstanding any of the provisions of the Collective Agreement which may be to the contrary, the following provisions shall apply:

1. Saturday, December 21, 1991 shall be a regular, scheduled day of operation. Employees working on such day will be compensated for same at their regular, straight-time hourly rates (i.e. the provisions of clause 9.05 shall not apply in this case). To maintain normal weekly wages, payment of wages for December 21st shall be included on the payroll for the week beginning December 22, 1991.
2. On Monday, December 23, 1991, employees will receive a one day unpaid leave of absence (but will be paid for work performed on December 21, 1991).
3. Saturday, December 28, 1991 shall be a regular scheduled day of operation. Employees working on such day will be compensated for same at their regular, straight-time hourly rates (i.e. the provisions of clause 9.05 shall not apply in this case). To maintain normal

TORONTO PLANT/52

weekly wages, payment of wages for December 28th shall be included on the payroll for the week beginning December 29th.

4. On Monday, December 30, 1991, employees will receive a one day unpaid leave of absence (but will be paid for work performed on December 28, 1991).
5. December 24, 25, 26 and December 31, 1991 and January 1 and 2, 1992 shall be Observed Holidays and shall be paid in accordance with the provisions of Article II.
6. The provisions of clause 9.06 (Saturday/Sunday Premium) will apply to employees for whom work on December 21st or December 28th is part of their normal, scheduled work week, but shall not apply to those employees who are scheduled to work on such days only by reason of these special provisions.
7. While the above provisions reflect the intended revision in normal days of operation during the Christmas/New Year period, the Company necessarily reserves the right to alter the schedule for any individual whose normal work pattern does not correspond to the normal work pattern of the majority of the employees or to otherwise schedule work to meet urgent or emergency conditions.

1992-93

December 24th, 25th, 28th and December 31, 1992 and January 1st and 4th, 1993.

1993-94

December 24th, 27th, 28th and December 31, 1993 and January 3rd and 4th, 1994.

FOR THE UNION


R.J. Hill


S.W. McKaye


D. Warner


T.L. Bugden


J. Szymanski


H. Yussuff

FOR THE COMPANY


D.F. Senior


H. Macots


D.C. Parsons


R.W. Fink


R.B. Wallace

LETTER OF AGREEMENT

Between:

National Automobile Aerospace and Agricultural Implement Workers Union of Canada
(CAW - Canada)

- and -

T.C.C. Bottling Ltd. (Toronto) and T.C.C. Soft Drink Products Inc. (Toronto)

Re: Collective Agreement

Executed on July 29, 1991

It is agreed that the Employees' Retirement Plan, as it may be amended from time-to-time, will be continued in force for employees of the Company who **are** covered by the Collective Bargaining Agreement, **so long as** it shall remain in force, unless in the meantime, the parties hereto should mutually agree, in writing, to enter into some alternative arrangements for the provision of pension **benefits to** some or all of **the** employees covered **by** this Agreement.

Notwithstanding the foregoing, the **parties** have agreed in principle to **the** establishment of a non-contributory, flat **benefit** pension arrangement for the C.A.W. bargaining unit at Toronto. The effective date of such new pension benefit arrangements will be dependant on mutual agreement of the parties **to specific** final written plan language, but subject thereto, the target date for implementation of the change shall be January 1, 1992.

It is agreed that such new pension arrangements will incorporate the following features:

- (a) Employees covered by this Agreement who presently participate in the Employees' Retirement Plan will ~~cease~~ accruing the present "final average earnings" pension benefit **as of** the effective date of the **new** pension arrangements. However, the value of **the** benefit accrued up to the date of this change will continue to be calculated using the "final average earnings" **benefit** formula applied to earnings in **the** years immediately preceding **termination** of service, **retirement** or death, whichever first occurs.
- (b) The **new** non-contributory pension benefit will apply **to** all employees on **attainment** of two years seniority and will be determined on the basis of a pension payment of \$25. per month for each year of **service** after the effective date of the arrangements.

TORONTO PLANT/54

- (c) ~~The~~ benefit referred to in (b) above shall ~~be~~ in the form of a life annuity, with a ~~guarantee~~ of payments for a minimum of 10 years. However, if an ~~employee~~ is married at the time retirement income commences, then a ~~benefit~~ in the same amount shall be payable in the form of a 60% Joint and Survivor income, unless the member and his/her ~~spouse~~ opt for other arrangements in ~~accordance~~ with the provisions of the Ontario Pension Benefits Act.
- (d) in the case of retirement at ~~or~~ after age 60, a supplementary benefit of \$15. per month, for each year of service after the effective date of ~~the~~ new arrangements, shall ~~be~~ payable from the retirement date until attainment of age 65.
- (e) The basic benefit referred to in paragraph (b) above and ~~the~~ supplemental benefit referred to in paragraph (d) above will ~~be~~ unreduced if commenced on or after age 62. There shall ~~be~~ a 3% per annum reduction for each year of retirement prior to age 62.

FOR THE UNION


R.J. Hill


S.W. McKay


D. Warner


T.L. Bugden


J. Szymanski


H. Yussuff

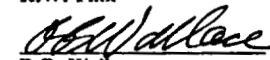
FOR THE COMPANY


D.F. Senior


H. Macets


D.C. Parsons


R.W. Fink


R.B. Wallace

Letter of Agreement

Between:

National Automobile, Aerospace and Agricultural
Implement Workers Union of **Canada** (CAW-Canada)

- and -

T.C.C. Bottling **Ltd.** (Toronto)

&

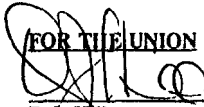
T.C.C. Soft Drink Products **Inc.** (Toronto)

Re: Collective Agreement

Executed on July 29, 1991

Any employee in the Bargaining Unit who wishes to be considered **for** employment in the Company's operation at Barrie, Ontario should submit **to** the Company a request, in writing, for consideration for transfer to **that** location.

Copies of such requests will be kept on file at Barrie and, at **such** time **as** they may have need to hire new employees, will receive due consideration. If accepted by the Company for transfer **to** Barrie (which decision shall rest exclusively with the Company **and** will not be challenged through the grievance/arbitration procedure) the transferred employee's employment with the Company will, insofar **as** the Company deems it practical **to** do **so**, be treated **as** continuous service.

FOR THE UNION


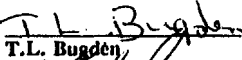
R.J. Iffill



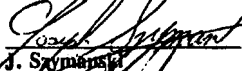
S.W. McKaye



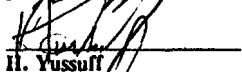
D. Warner



T.L. Bugden



J. Szymanski



H. Yussuff

FOR THE COMPANY


D.F. Senior



H. MacGots



D.C. Parsons



R.W. Fink



R.B. Wallace

TORONTO PLANT/56

Letter of Agreement

Between:

National Automobile, Aerospace and Agricultural
Implement Workers Union of Canada (CAW-Canada)

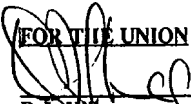
- and -

T.C.C. Bottling Ltd. (Toronto)

&

T.C.C. Soft Drink Products Inc. (Toronto)

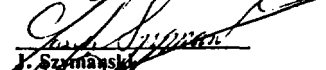
The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with the Union Security and Dues Check-Off. A new employee shall be advised of the name and location of his/her Union representative. Whenever the Union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her Union representative who will provide the employee with a copy of the Collective Agreement. The Company agrees that a Union representative will be given an opportunity to interview each new permanent employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the thirty (30) days preceding the completion of the employee's probationary period for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Company and the Union.

FOR THE UNION

R.J. Hill


S.W. McKaye


D. Warner

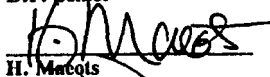

T.L. Bugden


J. Szemanski


H. Yussif

FOR THE COMPANY

D.F. Senior


H. Macots


D.C. Parsons


R.W. Fink


R.B. Wallace

TORONTO PLANT/57

Letter of Agreement

Between:

National Automobile, Aerospace and Agricultural
Implement Workers Union of Canada (CAW-Canada)

• and •

T.C.C. Bottling Ltd. (Toronto)

&

T.C.C. Soft ~~Drink~~ Products Inc. (Toronto)

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. Effective from January 6, 1992, the present Weekly Income Benefit coverage will be amended to **reduce** the maximum benefit period from **78** weeks to **26** weeks. The Company will pay 100% of the revised W.I.B. premiums. An employee who is absent on W.I.B. at January **6, 1992** will continue to be covered by the existing 78 week maximum until he/she returns to work, at which point the new program will become effective for him/her.
2. Effective from January 6, 1992, the **Company** will introduce for all **regular** full-time employees, a Long Term Disability insurance program which will include the following features:
 - (a) The benefit will be based on **66-2/3%** of regular straight-time earnings in effect at the time disability commences, up to a maximum monthly benefit of **\$2000**. Effective January **5, 1993** such maximum will increase to **\$2200**. per month and January **5, 1994** it will increase to **\$2400**. per month.
 - (b) Benefits will be payable monthly, after a qualifying W.I.B. period of 26 weeks of continuous absence due to "disability", and will continue as long as "total disability" lasts, up to age 65.
 - (c) "Disability" will mean 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.

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- (d) Benefits payable under the L.T.D. plan will be reduced by the amount of disability income benefit, if any, payable by the Canada/Quebec Pension Plan (primary benefit only) or by Workers' Compensation. The policy shall include such limitations and restrictions as are usually found in L.T.D. policies.
- (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 3 consecutive months with no absence related to the pre-existing condition.
- (g) Effective January 6, 1992, the Company shall pay 60% of the L.T.D. premium and employees shall pay the balance by payroll deduction. Effective from January 5, 1993, the Company's share will increase to 80%. Effective from January 5, 1994, the Company's share will further increase to 100%.

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


R.J. Hill


S.W. McKaye


~~D. Hillman~~


T.L. Bugden


J. Szymanski


H. Yussuff

FOR THE COMPANY


D.F. Senior


H. Macots


D.C. Parsons


R.W. Fink


R.B. Wallace

TORONTO PLANT/59

Letter of Agreement

Between:

National Automobile, Aerospace and Agricultural
Implement Workers Union of Canada (CAW-Canada)

- and -

T.C.C. Bottling Ltd. (Toronto)

&

T.C.C. Soft Drink Products Inc. (Toronto)

Re: Collective Agreement

Executed on July 29, 1991

In the event that the Consumer ~~Price~~ Index, All Canada (1971=100), for the month of July 1992 stands at a value which is greater than such Index number for July 1991, increased by 6%, then a cost-of-living adjustment will become payable during the period from August 1, 1992 until July 31, 1993. The amount of such adjustment will be \$.01 per hour for each 0.3 points by which the July 1992 Index value exceeds the "trigger" value (i.e. the July 1991 value, plus 6%, rounded to the nearest 1/10th of a point).

Such cost-of-living allowance will be implemented immediately following the release by Statistics Canada of the July 1992 C.P.I. value, retroactive to August 1, 1992. It will be treated as a separate adjustment (not part of the regular hourly rate) but will be paid for all hours paid for by the Company. It will be paid to all Regular Employees, and not to Temporary Employees. No account will be taken of any increase in the C.P.I. value which is in excess of the July 1992 value, increased by 8%. A further adjustment will be payable between August 1, 1993 and July 31, 1994 if the July 1993 C.P.I. exceeds the July 1992 C.P.I. by more than 6%. The adjustment will be capped at 8%. The formula and application will be as described above.

FOR THE UNION


R.J. Hill


S.W. McKaye



D. Warner


T.L. Bugden


J. Szymanski


H. Yusufi

FOR THE COMPANY


D.F. Senior


H. Macats


D.C. Parsons


R.W. Fink


R.B. Wallace

TORONTO PLANT160

Gentlemen:

Re: Collective Agreement

Executed on July 29, 1991

For the **purposes** of application of **the** provisions of clause **9.12** of the above-mentioned **Collective** Agreement, it is mutually **understood** and agreed that **the** following specific arrangements will apply:

1. If **sales** equipment is to be delivered **on** scheduled overtime using the cooler delivery **truck** (**as opposed** to using a sales equipment serviceperson's van), then Sales Equipment **Delivery** Person will **be** given **the** first opportunity to **perform** such overtime.
2. **The person(s)** regularly assigned to **Special Events** duties will **be** given the **first** opportunity to perform scheduled overtime on Special Events work.
3. in the **case** of Inside **Employees** at **Thornccliffe** Plant only, for the **purposes** of allocation of unscheduled overtime work, employees will be considered for **overtime** which is available in **the** department in which they are working at the time such overtime becomes available. For **this purpose**, the following **three departments** will be recognized:
 - (i) Production, including **Bottling**, Bulk Packaging, Building Maintenance, Machine Maintenance and Syrup Making;
 - (ii) **Warehouse**, including **Materials** Handling, Shippers and **Receivers**;
 - (iii) **Garage**.

In **addition**, it is agreed that at the conclusion of **his/her** regular shift, an employee may displace a more junior employee, in **the** same department, who is performing an unscheduled overtime assignment, provided **that** the senior employee is capable of satisfactorily performing the work which would **so** be made available to **him/her**.

4. In the case of Outside Employees at Turnberry Plant only, for the purposes of allocation of unscheduled overtime work, overtime shall be deemed to have been assigned to a particular employee and the assignment shall be considered closed when the employee concerned has signed the "load-out" documents acknowledging responsibility for the load. The truck must be loaded and ready to go before the load-out document is signed.

FOR THE UNION


R.J. Hill


S.W. McKaye


D. Warner


T.L. Bugden


J. Szypanski


H. Yussiff

FOR THE COMPANY


D.F. Senior


H. Mazets


D.C. Parsons


R.W. Fink


R.B. Wallace

LETTER OF INTENT

Between:

National Automobile, Aerospace and **Agricultural** Implement Workers Union of Canada
(CAW-Canada)

- and -

T.C.C. Bottling Ltd. (Toronto) and **T.C.C. Soft Drink Products Inc. (Toronto)**



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 full rehabilitation.

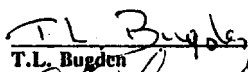
Accordingly, following execution of the 1991 renewal Collective Agreement, a representative of the Company and a representative of the Union will be appointed by the respective parties to establish and administer a Substance Abuse Program. Such program will basically consist of methods to communicate to employees the availability of confidential referral services and the provision of referrals to appropriate counselling services or treatment and rehabilitation facilities.

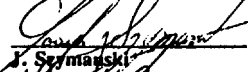
The Company will provide normal group insurance benefits to employees who are undergoing a medically prescribed course of treatments. Union Substance Abuse Representatives will be provided such time off as is reasonably required for the administration of the program.

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

R.J. Hill

S.W. McKaye

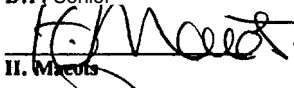

D. Warner


T.L. Bugden


J. Szymanski


H. Kustuff

FOR THE COMPANY


D.F. Senior

H. Macouts


D.C. Parsons


R.W. Fink


R.B. Wallace