

OFFICIAL DOCUMENT

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EFF.	95	07	30
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No. OF EMPLOYEES	380		
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COLLECTIVE AGREEMENT

between

COCA-COLA BOTTLING LTD.

and

CAW-CANADA

Expires July 31, 1998

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TORONTO
COLLECTIVE AGREEMENT

B E T W E E N:

COCA-COLA BOTTLING LTD. (Toronto)
hereinafter referred to as the "Company"

-- and --

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
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., 46 Overlea Blvd., and 81 Turnberry Ave., save and except office staff, zone supervisors, sales supervisors, plant supervisors and persons above the ranks of sales supervisor and plant supervisor.

2.02 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 but may be discharged for any reason prior to the successful completion of their probationary period, provided the Company does not act arbitrarily, discriminatory or in bad faith or in contravention of any provision of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this section is a lesser standard within the meaning of the Labour Relations Act.

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2.03 "Temporary employee" shall mean an employee who is engaged by the Company to **perform** work of a temporary nature during the period from April 1st to September 30th or from November 15th to December 31st, in any year. In those years where Easter is in the month of March or in the first week in April, the temporary period will commence the Monday prior to Good Friday.

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 30th or December 31st, 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** shall thereupon **cease** to be a temporary employee and his/her seniority shall be determined under clause 2.02 hereof.

2.04 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.

2.05 The expression "inside employee" wherever **used** in this Agreement shall mean an employee who is not an "outside employee".

ARTICLE 3 -- REPRESENTATION

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

3.02 The Company and the Union agree **there will be** no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members with respect to any employee of the Company by reason of membership or non-membership in the Union, union activity or by reason of age, race, creed, colour, national origin, disability, religious affiliation, sex, sexual orientation or marital status.

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

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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", 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.

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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

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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** manage for the **continuance** of both Company and Government welfare benefits while an employee is absent on such leave.

6.05 With respect **to** employees **granted** leave of absence under the provisions of clauses 6.03 and 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,

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(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) with the exception of leaves of absence granted under the provisions of clause 6.03 above, 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

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to the employee having obtained permission to leave his/her work from his/her Supervisor. 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 four (4) employees and to any employee 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 Supervisor.

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.

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

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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.

(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 Sales Manager or Manufacturing Operations 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) 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 re-entered the Bargaining Unit.

(d) It is further agreed that, in the case of a temporary promotion to the position of Zone Supervisor (as replacement for an absent Zone Supervisor, or for training or similar purposes), ~~the provisions of the~~ preceding clause 8.01(c) shall not apply. Rather, any employee so appointed by the Company shall continue to pay Union Dues and to accumulate seniority during ~~this~~ temporary absence from the Bargaining Unit and shall be paid at the rate of one-fifth (1/5th) of the weekly wage rate of a Sales Representative for each day worked as a Zone Supervisor.

8.02 For the purposes of layoff and recall, which are anticipated to last in excess of 5 working days, employees will be laid off and recalled as outlined in this article, Article 8, Section 8.09 (b) and will be deemed to be on one seniority list.

For the purposes of layoff and recall, which are anticipated to last 5 or less working days, employees will be laid off and recalled as outlined in Article 8, Section 8.09 (c).

8.03 A seniority list shall be maintained by the Company 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. This list 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 the seniority list, the revisions contained in that list shall be deemed to be correct by all concerned. A copy of the updated list will be provided 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 twenty-four (24) 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 seniority shall govern. provided the employee can satisfactorily fulfil the normal requirements of the job.

8.06 JOB POSTING

(a) When a regular full-time job 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

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~~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 to the position of Service Equipment Serviceperson trainee, the employee will not be entitled to again apply for a job during the twelve (12) months following completion of the training period and certification as a Service Equipment Serviceperson.

(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

Employees may bid to the principal function of Fork Lift Operator if they are in W.B. No. 2 even if they have not been in that wage bracket for a **period** of six (6) months.

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 "D.S.I.C.'s", 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 in the same location who, in turn, shall become a Delivery Salesperson for that &y.**
- (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 from the location.
- (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 Department at a location (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 sole responsibility of the Company to determine the number of experienced personnel required **on** any job or shift.

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

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

For the purpose of layoff and recall as outlined in this Article, Article 8.09, employees will be allowed to exercise their seniority between locations when the layoff or recall is for more than five (5) working days. When the layoff or recall is for five (5) or less working days, employees will be entitled to exercise their seniority for the purpose of layoff within the location and for purposes of recall between locations.

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

(a) Senior employees will be allowed to exercise their seniority rights to elect layoff, provided they have indicated preference to the Company in advance in writing.

(b) Where a layoff is for more than five (5) working days, the Company shall first lay off temporary employees and then probationary employees, if any, at the location affected. 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., or 81 Turnberry Avenue is expected to last for more than five (5) working days, such layoff will be handled in accordance with the 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 between locations, 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 between locations, providing he/she has greater seniority;

- (iii) the employee displaced in No. 2 above may then displace the least senior employee within either location.

For this purpose, the expression "department", as **used** 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 fulfil the normal requirements of the job occupied by the **less** senior employee.

(c) An employee having **seniority standing** in a department **who** is anticipated to be laid off for five (5) or less working days shall have the option of:

- (i) displacing a temporary or probationary employee in any other department within the same location. or
- (ii) if there **are** no temporary or probationary employees **to** be displaced, of displacing the most junior employee in any other **department** in the same location 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, unless there is a more junior employee at the other location performing the same job from which he/she was laid off. In such **case** the employee will retain his/her rate of pay for the period of time that the more junior employee is performing the job.
- (iii) The most junior **employee(s)** to be laid off in a location shall be entitled to displace the most junior **employee(s)** in the other location, if junior to them.

(d) An employee exercising this option shall not acquire seniority in the department to which he/she is transferred, but **shall** retain his/her recall rights in his/her original department. However, an employee who **is** temporarily reassigned shall be entitled to scheduled overtime in the temporary department provided he is working in such department at the time the overtime is

to be worked.

(e) The Company shall maintain a list of employees (other than probationary or temporary employees) laid off by it within the prior twenty-four (24) 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 employees are required for a vacancy of five (5) or less days in a department, the layoff list will be examined and, to the extent of the number of jobs available, the most senior employees listed therein will be recalled from layoff in accordance with the provisions of clause 8.05 hereof to the vacancy.

When employees are required for a vacancy of more than five (5) working days in a department, the layoff list will be examined and, to the extent of the number of jobs available, the most senior employees listed therein will be recalled from transfer or layoff in accordance with the provisions of clause 8.05 hereof to the vacancy.

(f) If, at the time of recall from a layoff 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.

(g) Notwithstanding anything herein contained, it is agreed that if a D.S.I.C., Transport Driver or Special Events Driver has not presented himself/herself 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

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aboveshall 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.

(h) 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 The following is intended to fulfil the parties' obligation to make reasonable accommodation for handicapped employees.

a) In the event that an employee becomes physically handicapped and is unable to continue his/her own job, exception will be made in favour of such employee on the following basis.

b) If a vacancy occurs on a job which an incapacitated employee can satisfactorily perform, he/she will be placed on such job without the necessity of a job posting.

c) A satisfactory Doctor's certification of disability by the employee's Doctor must be submitted and, in addition, the employee will cooperate with the Company Doctor who shall review the employee's suitability to perform the vacant job (or existing modified job). Where the employee's own doctor and the Company Doctor are unable to agree as to the capabilities of the employee, then the doctors shall appoint a third doctor for an independent assessment and that assessment shall prevail.

d) An employee placed on a job because of a disability will have that disability and/or job reviewed at least quarterly or as circumstances reasonably dictate.

e) The Company will review all the circumstances with the Union Committee before exercising this provision. All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.

f) A handicapped employee shall co-operate with the parties in order to facilitate his/her placement into an existing job as outlined above.

8.11 Notwithstanding any other provisions of this Agreement which may 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. Furthermore, he/she agrees to remain in the Trainee position until becoming qualified as a Sales Equipment Serviceperson after having served as Trainee for (6) months.

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. Trainees would be elevated to the position of Sales Equipment Serviceperson in order to fill vacancies when required, provided they have completed a minimum of 2000 hours of training and are deemed competent to perform the requirements of the position based on an evaluation of their ability. Trainees will be elevated to a vacant position of Serviceperson in the order in which they entered the programme.

5. On successful completion of the training program (including demonstration **of** the required knowledge, **skills**, etc.), a Sales Equipment Service Trainee shall be reclassified and paid **as** a Sales Equipment Serviceperson when there is a vacancy. He/she must remain in the position of Sales Equipment Serviceman for a minimum **period** of one (1) year.

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 Service**person**;

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

8.12 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.

8.13 Employees whose **job** is permanently discontinued will be allowed to exercise their seniority to displace **a** more junior employee, pursuant to Article 8 of the collective agreement. They will then lose **recall** rights **to** the discontinued job after having been laid off from it for a period of **six** (6) months.

8.14 The **parties** agree that **the** Syrup and Bottling Departments at Thorncliffe require specific unique skills and in order to address the issue of maintaining the skill base which needs to be developed in these **areas**, notwithstanding any provision of the collective agreement, the parties hereby agree to the following for purposes **of** fulfilling temporary vacancies and vacancies caused by bumping:

- 1) Employees will **be** allowed to apply to be trained in the functions of the Syrup and Bottling Departments. **n.i.e** **Union** will encourage senior employees to apply for this training.
- 2) Employees so chosen will be trained in these functions within six (6) months of applying.
- 3) In the event that a regular employee is laid off within either of these departments, employees who have received the requisite **training**, will be assigned to replace **any** laid off employee.

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 shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days. Employees working four (4) ten (10) hour shifts will not be scheduled for Sunday work, except in cases if overtime. 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 shall be paid overtime at the rate of one and one-half times his hourly rate for all work performed by him and required by the Company in excess of his regular eight (8) hour or ten (10) hour shift, as the case may be.

9.05 Every employee 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 sixth shift in any week for those employees who are scheduled to work a five day week, and on a fifth shift in any week for those employees who are scheduled to work a four day week. Every employee 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 seventh shift in any week for those employees who are scheduled to work a five day week, and on a sixth or seventh shift in any week for those employees who are scheduled to work a four day week. Notwithstanding the above, all work performed on Sunday, which is not a regularly scheduled shift, shall be paid at two (2) times his/her hourly rate.

9.06 Every employee who is regularly required to work on a Saturday and/or Sunday where such days are part of his regular work week shall, be paid a premium as shown below:

Saturday \$ 2.00

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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(a) Every employee, ~~other than those~~ employed as Stationary Engineers, shall be paid at ~~he 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~~).

9.08 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, ~~as the case may be~~, he/she shall be granted a rest period of fifteen (15) minutes, with pay, before commencing such additional work.

9.09 Where any period of additional work referred to in clause 9.08 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 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.

9.10 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.

9.11 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 in that location, 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 location 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 department 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 assign overtime on the following basis:

- (i) Such opportunity will first be made available on a seniority basis to employees in the appropriate department 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.
- (ii) In the event that the Company's needs cannot be entirely satisfied in that manner, the overtime opportunity will then be made available to the senior employees 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 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 a reverse-seniority basis to those employees in the appropriate department 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. will be considered as though they were in two separate seniority groups.

For the purpose of this clause, seniority shall be recognized by Job Classification, within departmental groupings (as per 12.09 (f) hereof).

Other than for situations arising because of Acts of God or in cases of emergency, the Company will not offer opportunities for overtime work if doing so would result in an employee working a double shift without a complete shift off duty.

9.12 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 schedule day's work, such request shall constitute a "call-out". An employee reporting for work on a "call-out" shall be entitled to be paid for work performed by him/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.

9.13 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.

9.14 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.

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 \$1.00 for **work performed** by him/her and required by the Company for "night hours" worked provided, however, that such premiums shall **not be** paid for any **time** worked in respect of which overtime premium is payable. For purposes of this Agreement, such night shift premium shall **not be** considered **as** forming part of an employee's hourly rate.

For employees whose classifications are within wage brackets one (1) **to** eight (8), inclusive "night hours" shall be defined **as** all hours worked after four (4:00) p.m. in a day and before seven-thirty (7:30) a.m. in the following day. For all other employees who are within the delivery and sales **areas** in wage brackets one (1) **to** three (3), inclusive, in those areas, "night hours" shall be defined **as** all hours worked after four-thirty (4:30) p.m. in a day and before **seven** (7:00) a.m. in the following day.

For employees who work **at** 42 Overlea Blvd., "night hours" shall be defined as all hours worked after five (5:00) p.m. and before eight (8:00) a.m. in the following day.

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 of Ontario, such holiday shall be **observed and** paid by **the** Company under the same terms and conditions as apply to the holidays which are listed above.

11.02 Should any of the holidays **mentioned** above fall on a Saturday or **on** a Sunday, the regular working day which is closest **thereto will normally be** designated as the holiday. If, however, **any** question should **arise as** to the day in the **year** to be designated **as** any one of the holidays mentioned above, the Company shall decide the question for purposes of this Agreement. If an employee (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, unless **absence on** one of the qualifying days was due to illness and substantiated by a doctors' certificate. An employee's holiday **pay** for each such holiday, shall be an amount **equal** to his/her regular hourly rate, multiplied by

- eight (8) hours if scheduled for a 5 x 8 hour work week
- ten (10) hours if scheduled for a 4 x 10 hour work week

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

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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.).

11.05 The Company will grant employees unpaid leave upon request in recognition of religious holiday observed by employees, or they may elect to use a day of their vacation entitlement.

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 (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, seniority shall be applied by shift (day and night) and by the following department groupings (employees at 46 Overlea Blvd., at 81 ~~Turkey~~ Ave being considered to be in different "departments"):

Bottling	Shippers & Receivers
Syrup	Materials Handling
Machine Maintenance	Garage
Sales Equipment Service	Building Maintenance
Sales Representatives	
Delivery Salesperson and Delivery Salesperson-in-Charge	
Transport Drivers	Special Events Person

(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 as 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 date of termination.

(d) The applicable percentage of earnings as referred to in (a), (b), and (c) above will be:

During the Life of This Agreement

From	To	% Applicable to the Period of Continuous Employment Shown at Left
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 shins

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 ~~Trainers~~ regularly working outside the plant, and Highway Tractor Trailer Drivers

Standard Sales Work Clothing consisting of the following:

- 3 trousers
- 4 shins
- 4 T-shirts
- 1 windbreaker
- 1 cap or toque
- 1 vest in each 2 year period
- 1 raincoat

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 shin 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 employees working within the plant 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 shins
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 shins, or vice-versa;
- receive **an** extra shin 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 of \$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) day 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 Bonafide illness. (in the event that an employee 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 employee within thirty (30) days of the end of that contract year.

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

(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 employee from the provisions of this paragraph 16.02 (d)), or**
- (ii) **a paid absence referred to in paragraph (c) above, or**
- (iii) **an unpaid absence for bereavement, the birth of a son or daughter, or because of the closing of the plant by the Company due to an Act of God;**

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 employee concerned and the Company. Should such an employee 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**.

(e) 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.

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

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**.

16.04 Any employee who **as a result of their employment is required to appear in court as a result of an alleged violation of the Highway Traffic Act, shall be paid for up to one (1) day, provided**

that the employee provides **proof** that he was not guilty of the **alleged** violation.

ARTICLE 17 -- WAGES

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

WAGE BRACKETS	EFFECTIVE DATE		
	Current	July 30/96	July 30/97
General Help	\$ 19.74	\$ 19.99	\$ 20.24
<u>Wage Bracket 2</u>			
Production Person	\$ 19.83	\$ 20.08	\$ 20.33

3

Sales Equipment Service Technicians, Sales Equipment Delivery, Sales Equipment Customer Service Representative, Shunter (with Class A licence), Equipment Maintenance Helpers, Building & Parking Lot Watchperson -- Car Drivers	\$ 19.99	\$ 20.24	\$ 20.49
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Wage Bracket 4

Product Testing & Reporting, Shippers & Receivers	\$ 20.48	\$ 20.73	\$ 20.98
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Wage Bracket 5

Sales Equipment

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Serviceperson, Equipment
 Maintenance Person, Utility Operator
 Stationary Engineers, 4th Class
 Syrup Makers **\$ 21.35 \$ 21.60 \$ 21.85**

Wage Bracket 6

Stationary Engineers
 3rd Class **\$ 21.70 \$ 21.95 \$ 22.20**

Wage Bracket 7**

Journeyman Automotive
 Maintenance Person
 Journeyman Production
 Equipment Maintenance
 Person **\$ 24.67 \$ 24.92 \$ 25.17**

Wage Bracket 8**

Journeyman Electrician
 Person **\$ 26.51 \$ 26.76 \$ 27.01**

WAGE BRACKETS FOR DELIVERY AND SALES PERSONNEL

WAGE BRACKETS	EFFECTIVE DATE		
	Current	July 30/96	July 30/97

Wage Bracket 1

Delivery Salesperson	\$ 19.83	\$ 20.08	\$ 20.33
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Wage Bracket 2

Delivery Salesperson- In-Charge, Highway Tractor Trailer Driver	\$ 21.30	\$ 21.55	\$ 21.80
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Wage Bracket 3

Sales Representatives	\$ 927.00	\$ 937.00	\$ 947.00
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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.

** Plus a skilled trades adjustment of \$.30 per hour.

17.02 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.

17.03 It is understood and agreed that the rate for temporary employees (as defined in clause 2.03 hereof), 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.

17.04 In addition to the hourly rates set out above, a Sales Representative will receive a bonus, at rate 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.

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17.05 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.

17.06 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.

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

17.08 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 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) 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 plant.

(e) Should any major operation currently being performed by the bargaining unit be transferred from a location covered by this Agreement to another company location 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** all reasonable provisions for the health and safety of the employees during working hours and will furnish **adequate** facilities and equipment for that purpose. **The Company and the Union mutually agree that** employees should be encouraged to **operate** in the maintenance of healthy and safe working conditions, in the proper use of protective clothing and equipment, and in the observance of all safety rules.

19.02 To further the above-mentioned **objectives**, it is mutually agreed that 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

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

The **Health** and Safety Committees from the Turnberry and Thorncliffe plants will have a

bimonthly joint meeting.

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 and Zone 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:

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(i) **Life Insurance Coverage**

- Effective from August 1, 1995 life insurance will be increased to \$33,000. Effective August 1, 1996 it will be increased to \$34,000. Effective August 1, 1997 it will be increased to \$35,000.

(ii) **Supplemental Medical Plan**

- The Vision **Care** benefit maximum reimbursement is **\$150.00** per insured family member in each 24 month period.
- The Prescribed Drug benefit to provide for reimbursement of eligible expenses is 100% of eligible expenses.

(iii) **Dental Care Plan**

- ~~Routine~~ Treatment expenses will be subject to 100% reimbursement and Major Treatment expenses will be subject to 80% reimbursement.
- The Dental Care Plan provides that the present calendar year maximum Routine/Major ~~Treatment~~ benefit per individual is \$1500, and that the maximum Orthodontic Treatment benefit is \$3,000 per child.

(iv) **Weekly Income Benefit**

- The schedule of ~~Weekly~~ Income Benefits is, 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 has been introduced effective from, January 6, 1992. Details of this plan 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 The Company agrees to pay into a special fund two cent (\$.02) 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 the Company to the CAW Paid Education Leave Program, Box 897, Port Elgin, Ontario, NOH 2C0.

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. 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 shall be effective from the date of execution and shall terminate at July 31, 1998.

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, 12th day of February, 1995.

FOR THE UNION

UPLCO
Tom Braden
M. McKee
John [unclear]

FOR THE COMPANY

Henry [unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

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

1. 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.

TORONTO PLANT/51

Appendix "B"

Re: ~~Coca-Cola~~ Bottling Ltd. (Toronto)
Toronto, Ontario

OFFICIAL APPLICATION FOR MEMBERSHIP

IN THE NATIONAL **AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW CANADA)**

LOCAL UNION NO. _____

NAME _____ 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, Transportation and General 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

TORONTO PLANT/52

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 Constitution of the Dominion of **Canada**, **to** comply with all the rules and regulations for the government thereof; not to divulge or make known any private ~~proceed~~ 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, Transportation and General Workers Union of Canada (CAW-Canada).

(Applicant's Signature) _____

(Witness) _____

Appendix "C"

Re: Coca-Cora Bottling Ltd. (Toronto)
Toronto, Ontario

AUTHORIZATION FOR CHECK-OFF OF DUES

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

I hereby assign to Local Union No. _____ of the National Automobile, Aerospace, Transportation and General 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.))

(Date of Del. to Empl.)

LETTER OF AGREEMENT

Between:

National Automobile Aerospace, ~~Transportation~~ and General Workers Union of Canada
(CAW - Canada)

- and -

~~Coca-Cola~~ Bottling Ltd. (Toronto)

Re: Employees' Retirement Plan

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 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.

Increases to this non-contributory premium benefit shall be, as follows:

- (i) For employees who ~~retire~~ retire on or after August 1, 1995 the basic benefit is increased from ~~\$25.00~~ to ~~\$30.00~~ per month for each year of C.A.W. credited service after January 1, 1992.
- (ii) For employees who retire on or after August 1, 1996, the basic benefit is increased to ~~\$31.00~~ per month for each year of C.A.W. credited service after January 1, 1992.
- (iii) For employees who ~~retire~~ retire on or after August 1, 1997 the basic benefit is increased to ~~\$32.00~~ per month for each year of C.A.W. credited service after January 1, 1992.

(c) The benefit ~~re:erred~~ to in (b) above shall be in the form of a life annuity, with a ~~guarantee~~ 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. The requirement for a common law spouse shall be one (1) year.

(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.

increases to this supplementary benefit shall be, as follows:

- (i) For employees who retire at or after age 60, but before age 65 on or after

the date of ratification, increase the supplementary benefit from \$15.00 to \$16.00 per month, for each year of C.A.W. credited service after January 1, 1992.

(ii) For employees who retire at or after age 60, but before age 65 on or after August 1, 1996 increase the supplementary benefit from \$16.00 to \$17.00 per month, for each year of C.A.W. credited service after January 1, 1992.

(iii) For employees who retire at or after age 60, but before age 65 on or after August 1, 1997 increase the supplementary benefit from \$17.00 to \$18.00 per month, for each year of C.A.W. credited service after January 1, 1992.

(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

U/Leo
Tom Bugden
Michael
[Signature]

FOR THE COMPANY

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Letter of Agreement

Between:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada)

- and -

Coca-Cola Bottling Ltd. (Toronto)

Re: **New Employee Orientation**

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

W. Lee

Tom Brade

Jim McLaughlin

Chris Johnson

FOR THE COMPANY

Sandy Wood

[Signature]

[Signature]

[Signature]

[Signature]

Letter of Agreement

Between:

National Automobile, Aerospace, **Transportation** and General Workers Union of Canada (CAW-Canada)

- and -

Coca-Coin **Bottling Ltd.** (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. For purposes of calculating the benefit, pursuant to this plan the "rate of earned income" shall be the employee's basic rate of pay calculated on an annualized basis.

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 \$2400.

 - (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.

- (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) The Company shall pay 100% of the L.T.D. premium.

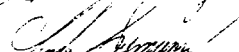
3. During the 130 week benefit period referred to in point 2(c) above, the Company will continue in force the Life, Supplemental Medical and Dental Care Benefits referred to in Article 21.01 of the Collective Agreement.

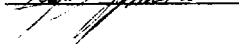
FOR THE UNION

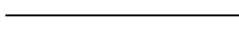


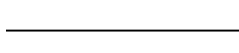
Tom Bruden





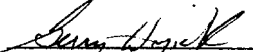


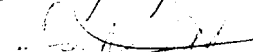


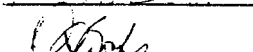


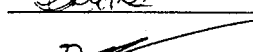


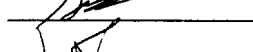
FOR THE COMPANY

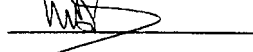


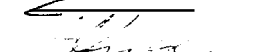




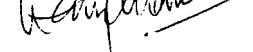












LETTER OF INTENT

Between:

National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-Canada)

- nod -

Coca-Cola Bottling Ltd. (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.

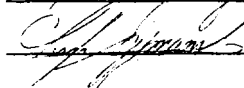
Accordingly, following execution of the 1991 renewal Collective Agreement, a representative of the Company and a representative of the Union will be appointed by the respective parties to establish and administer a Substance Abuse Program. Such program will basically consist of methods to communicate 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.

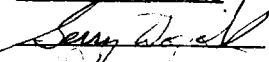
FOR THE UNION

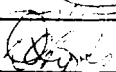



Tom Bugden






FOR THE COMPANY











LETTER OF INTENT

Between:

National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-Canada)

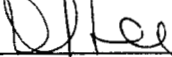
- and -


Coca-Cola Bottling Ltd. (Toronto)

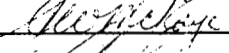
Re: "Red-Circled" -Rates of Pay

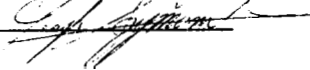
Any employee who as at August 1, 1995 has his/her rate of pay "red-circled" pursuant to the terms of the Letter of Agreement dated August 25, 1993 at paragraph 5, shall continue to be covered by that provision until the current collective agreement expires on July 31, 1998.

FOR THE UNION

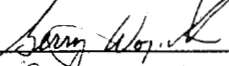


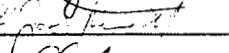


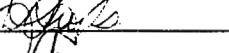


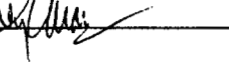


FOR THE COMPANY









LETTER OF INTENT

Between:

National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-Canada)

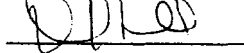
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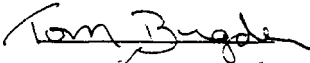
Coca-Cola Bottling Ltd. (Toronto)

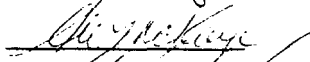
Re: Full-Service Vending

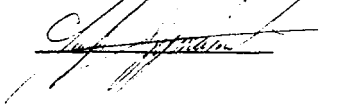
The Parties agree, during the life of this Collective Agreement, to discuss the development and implementation, if mutually agreed, of an incentive based compensation arrangement for Full Service Vending employees.

FOR THE UNION

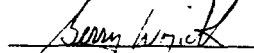




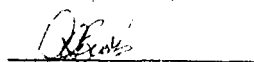




FOR THE COMPANY

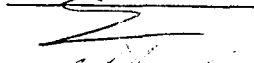

















LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-Canada)**

- and -

Coca-Cola Bottling Ltd. (Toronto)

Re: Voluntary Early Retirement Incentive Program


In view of the current and anticipated excess number of full time employees in the bargaining unit, **the parties recognize both** the Company's need to reduce its full time complement over the life **of** this agreement and the desirability of permitting senior employees to choose to voluntarily retire **in** order to reduce the need for layoffs of more junior employees.

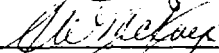
Consistent with the above, the Company will, during this agreement, implement a Voluntary Early Retirement incentive Program. In order to maximize its effect and impact, such Program will commence at that point during the new collective agreement when the Company decides **that** it is **most** consistent with its operational and business requirements. The programme shall commence when there is a reduction in the workforce of one or more permanent full-time employee, but in no event later than January 1, 1996. The program will remain in effect for a minimum period of ten **(10)** months, once implemented.

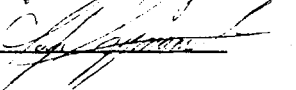
TORONTO PLANT164

Under this Program, employees who, at the time they voluntarily choose to retire, have attained a minimum age 55 and whose combined age plus service equals 80 or more will receive a supplementary benefit for each year of ERP plus CAW credited service. The benefit level will equate to the amount of the supplementary benefit (i.e. \$16 or \$17 per month) in effect at the time of layoff. The benefit will be payable from the retirement date until attainment of age 65. In addition, in such cases, both the basic benefit and the supplementary benefit will be unreduced. For employees who volunteer to retire under this Program, these provisions shall replace those contained in paragraphs (d) and (e) of the Pension Letter of Agreement,

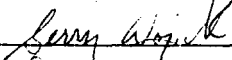
FOR THE UNION




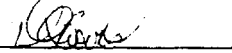
Tom Bugden





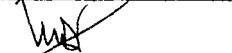
FOR THE COMPANY

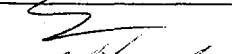


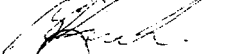





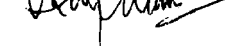












LETTER OF INTENT

Between:

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada)

- and -

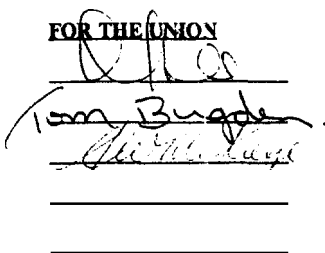
Coca-Cola Bottling Ltd. (Toronto)

**Re. Direct Deliveries
Municipality of Metropolitan Toronto**

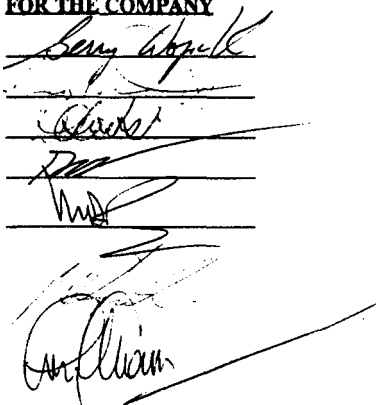
During the negotiations leading to the renewal of the collective agreement, the parties discussed the recent transfer from the Thorncliffe and Turnberry locations to another location of the Company of certain deliveries to customers located in the Municipality of Metropolitan Toronto. The parties are desirous of resolving this particular issue during these negotiations on a without prejudice basis. This will confirm the understanding reached with respect to this matter as follows:

- 1) The deliveries referred to above will be returned to the bargaining unit for the duration of the collective agreement which expires on July 31, 1998.
- 2) The grievance filed in connection therewith will be withdrawn from arbitration and will not be resubmitted by the Union or any employee.
- 3) Nothing herein will affect either parties pre-existing rights under the collective agreement, nor shall this letter or the settlement of the grievance be constructed in any way as an interpretation of the relevant language of the collective agreement or either party's rights thereunder.

FOR THE UNION



FOR THE COMPANY



TORONTO PLANT/67

LETTER OF INTENT

Between:

National Automobile, Aerospace, ~~Transportation~~ and General Workers Union of Canada
(CAW-Canada)

• and •

~~Coca-Cola~~ Bottling Ltd. (Toronto)


Re: Ten hour Shifts

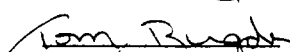
During the negotiations ~~leading to~~ the renewal of the 1995 collective agreement, discussions took place regarding the scheduling of employees who would ~~now~~ be working four (4) ten hour (10) shifts in a week. It is our intention ~~to~~ maintain a relatively constant scheduling arrangement such that employees ~~can~~ reasonably expect ~~to know~~ what days of the week they will be working. The Company ~~does~~ not foresee ~~based on our best~~ projections at this time, that a majority of employees would be regularly scheduled for Saturdays.

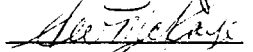
The Company will ~~schedule~~ the work week from January 1 to ~~April~~ 30 and from May 1 to December 31. Changes within either ~~period~~, may be made by mutual agreement between the Union and Company.

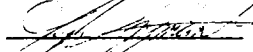
It is understood that the four ten hour work schedule will be implemented on a ~~gradual~~ basis commencing no earlier than October, in consultation with the Union.

FOR THE UNION

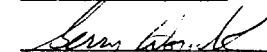


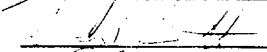


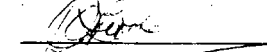


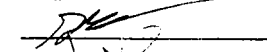



FOR THE COMPANY







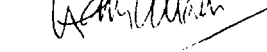












LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-Canada)**


- and -

Coca-Cola Bottling Ltd. (Toronto)

Re: Payroll Advances

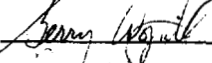
The Company agrees to amend its current practice with respect to payroll advances by increasing such advances from \$400 to \$500.

FOR THE UNION



Tom Tugade

FOR THE COMPANY



COMPANY ISSUED LETTER

July 31, 1995

Ms. Dawn Cartwright
National Representative
CAW **Canada**
205 Placer Court
North York, Willowdale
M2H 3H9

Dear Ms. Cartwright:

During the negotiations leading to the renewal of the collective agreement, many discussions took place concerning the current and future work planned for the Turnberry and Thorncliffe locations. As a result of these discussions, the Company indicated the need for improved efficiency and flexibility and that the future viability of the operations are directly dependent on their ability to retain, attract and maintain business based on overall competitiveness both internally and externally. In addition, the Union indicated the need to enhance job security and provide for an improved standard of living for its members.

The parties have agreed during these negotiations to improving these operations by a number of changes and commitments designed to address both their concern.

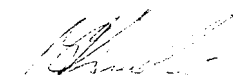
In the context of these discussions, commitments and customer needs and in consideration of the overall settlement, the Company will commit to:

1. Placing increased cross docking volume at the Thorncliffe and/or Turnberry locations by returning the Barrie modified cross dock work and,
2. Increasing the production of PET products on the Thorncliffe production line including the manufacture of 2 litre Sprite and C.F. Diet Coke.
3. Increasing the I.P.T. volume through increased deliveries and pick-up of products by adding the equivalent of one man.

Your truly,



Michael D. Rahilly
General Sales Manager



Braden C. Sinclair
Manufacturing Operations Manager

TORONTO PLANT/70

COMPANY ISSUED LETTER

July 31, 1995

Ms. Dawn Cartwright
National Representatives
CAW Canada
205 Placer Court
North York, Willowdale
M2H 3H9

Dear Ms. Cartwright:

During negotiations leading to the renewal of our collective agreement many discussions took place concerning plans for **our** Thorncliffe production facility. This will confirm the information we **shared** regarding projects, capital investment **and other** related plans for that facility during the next three years.

AS you know, over the **past** sixteen months, the **Company** has made a considerable investment in the plant. This was in excess of \$1.5 million.

Under current plans, **an estimated** further **\$1,000,000** over the next **three** year period, is being allocated toward the upgrading of our facility. **The** plans at present **specifically** include the following:

- modernizing the facility
- upgrading manufacturing standards
- process improvements
- training to improve the worker knowledge base

Further, we advised that we are pursuing ISO 9002 certification for manufacturing excellence. Such certification relates only to the facility for which it is sought.

Also during the negotiations, our major marketing and **sales** initiatives were discussed, many of which drive volume **on** products presently being manufactured at the Thorncliffe production facility and warehouse/distributed from both the Turnberry and Thorncliffe locations. Our current initiatives include:

- 80% of our 1996 marketing dollars are being allocated **to** drive products produced at the Thorncliffe Plant,
- growing the business by 10% in each of the next three years,
- increased continued growth in cold drink sales,
- continued growth of the 2 litre segment,

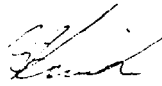
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- expand full service vendings penetration, (1200 to a planned 2000 units by 1998),
- 600 ml/1 litre segment development marketing programmes,
- expanded non-carbonated beverage share-of-market at the expense of Quaker (Snapple & Gatorade) and Pepsi,
- maintain our investment in cold drink equipment,
- recapture key volume prestige business; eg. Canada's Wonderland

Yours Truly,



Michael D. Cahilly
General Sales Manager



Braden C. Sinclair
Manufacturing Operations
Manager

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/

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.

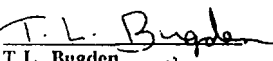
8. The provisions of Article 9 of the Collective Agreement, relative to hourly-rated employees, shall not apply to the salaried position of Sales Representatives.

FOR THE UNION


R.J. Hill


S.W. McKaye


J. Warner


T.L. Bugden



J. Szymanski

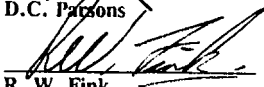

H. Yussuff

FOR THE COMPANY


D.F. Senior


H.L. Marots


D.C. Parsons


R.W. Fink


R.B. Wallace

TORONTO
COLLECTIVE AGREEMENT

B E T W E E N

COCA-COLA BOTTLING LTD.,
(Thorncliffe and Turnberry Plants)

-- and --

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

The parties hereto mutually agree that the Collective Agreement executed on July 29, 1991, as amended by the Letter of Agreement of April 2, 1993, shall be further modified to include the provisions set out herein.

Zone Supervisors

(a) A new position of **Zone Supervisor** will be created and such position shall be recognized as an exclusion from the bargaining unit.

(b) Clause 2.01 will be deemed to be amended to read, in part, as follows:

"... save and except office **staff, zone** supervisors, sales supervisors, plant supervisors and persons above the **rank** of zone, sales or plant supervisor."

(c) Clause 8.01 shall be deemed to be amended by adding thereto a section (d) to read as follows:

"It is further agreed that, in the **case** of a temporary promotion **to** the position of Zone Supervisor (**as** replacement for an absent **Zone Supervisor**, or for training **or** similar purposes), the provisions of the **preceding** clause 8.01(c) shall not apply. Rather, **any** employee **so** appointed by the Company shall continue to pay Union Dues and to accumulate **seniority** during **his** temporary absence from the Bargaining Unit and shall **be** paid at the rate of one-fifth (**1/5th**) of the weekly wage rate of a Sales Representative for each day worked **as** a Zone Supervisor."

(d) clause 20.02 shall be ~~deemed to be~~ amended to read, in part, as follows:

"Sales Supervisors and Zone Supervisors shall continue..."

(e) All present Sales Representatives may, at any time, elect to accept an irreversible appointment as a Zone Supervisor. It is agreed, however, that no present Sales Representative shall be obliged to accept an offered position as Zone Supervisor but rather may continue to perform the duties of a Sales Representative so long as work is available for him in that capacity. It is further agreed that no Sales Representative will be displaced as a result of the hiring of a Zone Supervisor.

(f) Section I of the Letter of Agreement concerning the position of Sales Representative will be amended to read, in part, as follows:

If, in the future, the Company should decide to declare a regular, full-time job vacancy as a Sales Representative, the job shall be posted and any employee..."

It is anticipated, however, that most, if not all, future vacancies shall be in the Zone Supervisor category. In such case, applications will be considered from Bargaining Unit personnel as well as other candidates inside and outside of the Company.

(g) A termination package as outlined in Appendix "A" hereto shall be available to all current Sales Representatives who elect to resign or retire from the Company in writing prior to July 15, 1994.

(h) In the event of the layoff of a Sales Representative, he shall be reinstated to the position of a Sales Representative before the hire of a Zone Supervisor or the promotion of a Sales Representative to a Zone Supervisor. If there is a reduction in the sales force, the Zone Supervisor goes first before Sales Representatives are to be affected.

(i) If this letter of Agreement is ratified and executed, the Union and the Company agree not to further revise the language of the Collective Agreement regarding Sales Representatives at the 1995 negotiations.

Executed at Toronto, Ontario this 12 day of April, 1994

FOR THE UNION

FOR THE COMPANY

"B. Hill"

"Rory Lesprance"

"Tom Bugden"

"S. W. McKaye"

"N. Singh"