

**COLLECTIVE AGREEMENT**

**BETWEEN:**

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

**(the “Company”)**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA**

**(CAW-CANADA)**

**(the “Union”)**

**Expires July 31, 2004**  
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 <u>ARTICLE 1 – PURPOSE</u>	

- 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. ("Thornccliffe"), and at 35 Ironside Crescent ("Ironside"), save and except office staff, account managers, sales supervisors, operations supervisors and persons above the rank of supervisor.

- 2.02 A "probationary 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.

- 2.03 Temporary employees shall be used by the Company to replace regular employees who are absent from work for reasons of vacations, illness and leaves of absence and for extra work required by the Company to meet its sales activities.

Temporary employees shall have no seniority rights and their retention during their first sixty-five days of employment shall be solely at the discretion of the Company. After completion of sixty-five days worked, the Company will not dismiss temporary employees without just cause.

Temporary employees will be assigned work as follows:

- (i) Any temporary employee who has worked less than sixty-five days in a continuous twelve-month period will be offered available work and

assigned same in preference to summer students.

- (ii) Any temporary employee who has worked in excess of sixty-five days in a continuous twelve month period will be offered available work and assigned same in preference to those temporary employees who have worked less than sixty-five days in a continuous twelve month period, provided the employee has the qualifications and ability to perform the work. Temporary employees will be assigned work in a priority order i.e. in order to maximize opportunities for obtaining forty (40) hours of work per week, the temporary employee with the most days worked in each department, totalled on a weekly basis, will be assigned work in that department ahead of other temporary employees.
- (iii) To facilitate the assignment of work to temporary employees, the Company will establish, maintain and post a list of temporary employees at each location, which list will indicate each temporary employee's accumulated days worked, updated on a weekly basis. A copy of such list shall be provided to the Union.

Any temporary employee who has worked in excess of 120 days in a continuous 12 month period will automatically be classified as a regular employee at which time his seniority date shall be determined as thirteen (13) weeks prior to that date. For vacation and pension purposes, he will be credited with one (1) day's service for every twenty (20) hours worked as a temporary employee in the previous two (2) years.

During the periods January 1 to March 31 (or the Monday prior to Good Friday, whichever comes first) and October 1 to November 14 in any year the number of temporary employees employed may not exceed fifteen percent (15%) of the number of regular employees employed in the bargaining unit.

In recognition of the number of days worked by temporary employees as of July 30, 2001, such number will be multiplied by a factor of 0.63, and the resultant number will be the number used for purposes of the assignment of work in paragraphs (i) and (ii) above.

- 2.04 All employees shall be notified, in writing, of the condition of their status as employees, either as full time, probationary or temporary, upon their hiring. Such notification shall be copied to the Union.

### **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, marital or family status.
- 3.03 (a) Every employee shall, as a condition of his/her continued employment, become and remain a member, in good standing, of the Union.
- 3.03 (b) The Union agrees that it will not refuse membership to any employee without just cause. Whenever an employee is suspended or expelled from membership the Union will give the Company, in writing, the reasons for such action.
- 3.04 (a) Every employee shall, as a condition of his/her continued employment, authorize the Company in writing to deduct from each pay payable to him/her thereafter during the life of this Agreement, and during the life of any subsequent Collective Agreement containing similar provisions, such amount as may from time to time be certified in writing by the Union to the Company as being the amount of Union Dues currently payable.
- 3.04 (b) Every new regular employee shall 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.
- 3.04 (c) The application for Union membership and authorization for the deduction of initiation fees and dues shall be on forms supplied by the Union.
- 3.04 (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. The deduction statement shall contain the full name of the employee and his starting date. The dues and initiation report will be provided in the form of e-mail (Union to

provide e-mail address) or on a computer disk as well as hard copy of the dues report being attached to the remittance cheque. The Company agrees to record the annual dues on the employee's T4 form. All employees shall be paid weekly via direct payroll deposit. However, employees may be paid by manual cheque provided they notify the Company in writing of such desire.

- 3.05 (a) (i) 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, unless the interview could lead to discipline.
- (ii) However, the Employer agrees that, whenever an interview is held with an employee that could become a part of his record regarding his work or conduct, a steward or union representative will be present.
- (iii) Prior to the interview referred to in (ii), the employee and steward will be given an opportunity for consultation, if such is requested.
- (iv) If the meeting referred to in (ii) is held without the steward, any conclusions, verbal or written, will be null and void except when the employee requests the steward to leave, in writing.
- (v) Should any reprimand, warning or disciplinary measure be issued, the employee in question shall receive a copy of such reprimand, warning or disciplinary measure within ten (10) working days of the discovery of the alleged offense, unless an extension of time is requested and granted in order to complete an investigation. The Company will also provide a copy of such reprimand, warning or disciplinary measure to the Union.
- 3.05 (b) After a period of eighteen (18) months free of any warning or suspension, or a period of two (2) years in any event, previous warnings or disciplinary actions will not be used in progressive steps or in arbitrations.
- 3.06 Once each quarter, the Company shall provide the Union with a listing of employees, including all regular, temporary and probationary, showing the last address and telephone number provided to the Company. It shall be the responsibility of each employee to advise the Company regarding their change of address, phone number, dependants or marital status and beneficiary. The Company shall provide a multi-part form for employees to complete in order to ensure that all appropriate departments are notified of such changes. The Company agrees that the current practice of providing

the Union with the number of temporary days worked, by employee, on a weekly basis, will continue for the life of the collective agreement.

#### **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 at each Plant whereon the Union may post such notices as it desires to bring to the attention of employees provided, however, that no such notice may be posted at places other than on these bulletin boards and further provided that no such notice may be posted until it has been signed by an Officer of the Union and by a representative of management.
- 6.03 From time to time during the currency of this Agreement, upon the written



request of the Union, the Company will grant leaves of absence without pay to the employees named in such request to enable them to participate in Union activities. No such leave of absence shall be for a period of less than one day or more than seven days except that where a leave is granted to an employee to enable him/her to attend a Union convention, the maximum of seven (7) days may be exceeded to the extent of necessary travel time to the place of convention and return. No more than ten (10) such leaves will be granted in any one year of the currency of this Agreement and no more than four (4) employees may be absent on such leave at any one time. If the maximum of ten (10) leaves in any year of this Agreement has been granted, the Company will consider any further request for such leave in that year on an individual basis.

6.04 From time to time during the currency of this Agreement and upon the written request of the Union, the Company will grant a leave of absence without pay to any employee for the purpose of attending to Union business. Such leave of absence shall be for a period of not less than one (1) month and not more than six (6) employees from each plant shall be entitled to any such leave of absence at any one time. Where such leave is to be for a period of less than one (1) year, the Union shall specify the period to be covered. If the leave is expected to be required for a period in excess of one (1) year, it shall be treated as an indefinite leave of absence and the Company's approval of such leave shall be considered to continue throughout the life of this Agreement. To the extent that it is practical to do so, the Company will endeavour to arrange for the continuance of both Company and Government welfare benefits while an employee is absent on such leave.

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) or ten (10) hours, whichever is appropriate

**-- LESS --**

- (ii) all deductions normally withheld by law from an employee's pay and, if applicable, the employee's contributions to the Extended Group Insurance Plan, the Employees' Retirement Plan and the

Employee Savings and Investment 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 Savings and Investment Plan, the Extended Group Insurance Plan, Employment Insurance, Government Pension Plan and Health Plan, etc.).

In the event of failure of the Union to so reimburse the Company, all payments to employees under (a) above shall immediately cease.

- 6.05 (c) In consideration of the agreement of the Company to make payments as provided above, the Union agrees to indemnify the Company and save it harmless from and against any and all claims, payments, and costs of any kind which it may receive, make or suffer, directly or indirectly, through having agreed to make and having made such payments, deductions and contributions or by reason of any imputed employment relationship which might be alleged to exist between such employee and the Company by reason of the making of such payments.
- 6.06 (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 grievance procedure in order to enable him/her to give evidence at such hearing.
- 6.06 (b) Provided he/she is an employee, the Union Steward and the President, or his designate shall be allowed such time off with pay, as may be necessary to enable him/her to attend those appointments with management personnel at which his/her presence is required under the arbitration provisions of this collective agreement. In addition, the Company will pay the regular wages for employees called by the Union as arbitration witnesses, provided that such employees actually give evidence at the arbitration hearing on the day that

they are off work at the Union's request. The Union will act reasonably in all cases when making requests for employees to be released from work for purposes of their attendance at an arbitration hearing.

- 6.06 (c) The Company will also be responsible for the wages for arbitration witnesses who would otherwise give testimony save for the Company making a preliminary objection, requesting an adjournment or seeking some other form of delay of which the Union was not previously notified. In the event that the Union is given advance notice of such Company position, the Union will only require those employees necessary for dealing with the preliminary issue to be absent from work.
- 6.06 (d) The Company will pay the regular wages for the grievor to attend at arbitration in all circumstances, provided that the grievor is still an active employee of the Company on the date of the arbitration hearing(s).
- 6.06 (e) 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.
- 6.06 (f) The allowing of time off under the provisions of this Article 6.06 shall be subject to the employee having obtained permission to leave his/her work from his/her Supervisor.
- 6.06 (g) All such time off under the provisions of Article 6.06 during an employee's regular working hours shall be without loss of pay. However, the Company may discontinue paying for such time off, if, in its opinion, the privilege of requesting such time off under any provision of Article 6.06 is being abused.
- 6.06 (h) When stewards are elected or otherwise appointed to such position, every effort shall be made by the Union to ensure adequate steward representation on all shifts and days of work.
- 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.

The parties acknowledge the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties' recognition of this principle has contributed stability and certainty to the grievance procedure. Accordingly the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violates the fundamental principles of collective bargaining.

However, in those instances where the National Union CAW, by either its Executive Board, Public Review Board or Constitutional Convention Appeals Committee, has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative, the National Union may inform the Coca-Cola Industrial Relations Manager in writing, that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is specifically understood however, that the Company shall not be responsible for any liabilities which may have accrued from the date of the initial withdrawal of the grievance by the Union, up to and including the date on which the grievance is reinstated.

7.02 (a) In this Agreement a "grievance" shall consist only of a difference concerning the interpretation, application, administration or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable.

- 7.02 (b) Should any complaint or misunderstanding arise which is not a "grievance" as defined above and if the matter is not resolved with reasonable promptness, it may be taken up through the procedure provided herein for the hearing of grievances; it being understood and agreed, however, that such a matter shall not, under any circumstances, be taken to arbitration.
- 7.02 (c) If any question arises as to whether a particular difference is or is not a grievance within the meaning of this Agreement, that question may be taken up through the grievance procedure and determined, if necessary, by arbitration.
- 7.02 (d) A grievance shall not be considered where the grievance originated more than ten (10) working days after the employee and the Union became aware of the circumstances or ought reasonably to have been aware of the circumstances. For the purpose of this Article, Public Holidays, Saturday and Sunday shall not be working days.
- 7.02 (e) 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.

A Steward shall be permitted reasonable time off work without loss of his regular pay for purposes of investigating and processing of grievances. Such time off shall be granted within 24 hours, excluding Saturdays and Sundays, unless a Steward is available at work on Saturday or Sunday. The employee shall first seek permission from his/her supervisor and will notify his/her supervisor upon their return to work, such permission shall not be unreasonably withheld.

#### **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, including the grievor's immediate supervisor, as he/she may designate) shall meet with the grievor or representative of the grievors, his/her Steward, and a full-time representative of the Union (and/or such other persons, up to two (2) in number, as he/she may designate) to discuss the matter. The Company's decision will be given in writing, with sufficient explanations, to the employee, Steward, and the Union President or his/her designee 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 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**

7.06 (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. The Company shall afford the employee time to speak with the Steward prior to any meeting, provided such is requested by either the employee or the Steward. 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.

7.06 (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 ten (10) 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, plus any applicable shift premium) 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.

7.10 **MEDIATION**

The Company and the Union agree that there is a mutual benefit to the mediation process that has been developed and endorsed over the past several years. As a result, in addition to the regular arbitration procedure provided for herein, the parties may, by mutual agreement, refer a grievance (s) to a mediation process. This process does not prejudice either party's right to pursue such grievance (s) at arbitration. The mediator will be selected by mutual agreement and the parties will equally share the cost of the mediator. In an effort to better appreciate the benefits of mediation, the parties agree to fully disclose all relevant facts of the grievance at the third step meeting.

**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.
- 8.01 (b) It is agreed that clause 8.01 (a) above shall not be applied to alter any seniority date which has been established prior to the effective date of this Agreement.
- 8.01 (c) An employee who is 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.
- 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 Union will determine their seniority ranking. This list will be brought up to date every three (3) months. 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**

8.06 (a) When a regular full-time job becomes vacant, the Company shall post a notice of such job vacancy on the bulletin board for a period of seven (7) calendar days. During that period, any employee may make written application for and receive written confirmation of the vacant job and all such applications will receive consideration in accordance with the provisions of clause 8.05 hereof. With the exception of service technicians who fail the aptitude test referred to in Article 8.11 and auto mechanics, the Company will train the successful applicant. It is expressly understood that employees (excluding employees who have not yet completed a second day on the trucks as a helper) who receive training pursuant to this Article shall not then be entitled to refuse the position.

8.06 (b) The Company will select the successful applicant within five (5) working days of the close of the posting period and will, within a further three (3) days, advise the employees of its decision by posting that information on the bulletin board. Where a senior employee is denied a posting, the reason for the denial shall be provided to those affected.

8.06 (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 will at his/her request, be provided with a copy of all job postings within five (5) working days of his/her return to work. Within a further three (3) working days, he/she must decide whether to apply for consideration for any of these positions, and if accepted by the Company, he/she shall then displace any employee previously selected to fill such vacancy.

8.06 (d) In the event that the Company has no employee who can satisfactorily fulfil 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.

8.06 (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.

8.06 (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:**

- Principally Sweeping/Cleaning
- General Duties

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

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

8.06 (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 day.
- (v) Any routes which remain vacant after the assignment of all available regularly assigned D.S.I.C.'s shall then be assigned to spare D.S.I.C.'s 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.

8.06 (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.

8.06 (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 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:

- 8.09 (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.

8.09 (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. is expected to last for more than five (5) working days, such layoff will be handled in accordance with the combined Overlea 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 (days, afternoons or midnights, regardless of 4x10 or 5x8) and department, providing he/she has greater seniority;
- (ii) the employee displaced in No. 1 above may then displace the least senior employee within the same shift (days, afternoons or midnights, regardless of 4x10 or 5x8), 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.

8.09 (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.
- (iv) **Delivery Drivers**  
If a driver has been laid off from his job under subsection (c), recall to a driving job will be subject to the following special rules, notwithstanding the provisions of article 8.05:
  - a) Drivers who, because of their seniority, were unable to displace (bump) another employee, will be recalled to driving jobs in that week, before other laid off drivers who had displaced more junior employees in other jobs on other shifts.
  - b) If additional drivers are needed for recall, such recall shall take place from the remaining drivers in accordance with their seniority.
  - c) If such recall is to a driver shift, it will be necessary for a recalled driver who is then working on a night shift to skip his next night shift so as to avoid a back-to-back shift with his first driver shift.
  - d) Drivers must accept the recall assignments to which their seniority entitles them.
  - e) While employed on the job to which he displaced, the employee will only be entitled to unscheduled, end of shift overtime in the department where he is then working. However, he shall only be entitled to scheduled overtime in the department from which he was laid off.

#### **Employees other than Delivery Drivers**



If a non-driver employee is laid off or displaced (bumped) under subsection (c), and has then displaced another employee on a different shift, the employee will not be recalled to his former shift that week, but will remain on that new shift for the balance of that week unless he is himself displaced by a more senior employee on a subsequent layoff in the week.

- a) In such event, the Company may schedule temporary employees to fill any requirements on the employee's former job that week. While employed on the job to which he displaced, the employee will only be entitled to unscheduled, end of shift overtime in the department where he is then working, However, he shall only be entitled to scheduled overtime in the department from which he was laid off.
- b) Recall to his former shift will only take place at the commencement of a workweek.

8.09 (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.

8.09 (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 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.

8.09 (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.

8.09 (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 his/her start time, he/she shall be considered to be unavailable for work at that start time and in such circumstances the layoff provisions set out above shall have no application. However, if work is available at a later start time 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.

8.09 (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 **Permanently Impaired Employees**

The following is intended to fulfill the parties' obligation to make reasonable accommodation for permanently impaired employees due to illness or injury.

The Company and the Union agree there is a need to maintain a dialogue between the Union, the Company and permanently impaired employees who are able to perform suitable and meaningful work. In support of this objective, the Company and Union agree to maintain a Placement Committee to meet as necessary for the purpose of discussing and reviewing opportunities for permanently impaired employees to perform suitable and meaningful work. This Placement Committee shall be comprised of the Union's WSIB designate and the Company's WSIB designate. The goal of this Placement committee is to find suitable and meaningful employment within the employee's pre-injury function; failing that, in the employee's home department and, failing that, other departments within the facility.

When a permanently impaired employee has been deemed able to perform suitable work, the Placement Committee will review the following information:

- Seniority
- Relevant medical reports pertaining to the impairment
- permanent restrictions information from the WSIB
- the physical demands of the employee's current posted position and essential functions of that position
- the physical demands of other potential positions and their essential functions that are within the scope of the permanently injured employee's capabilities.

It is understood that in order to facilitate this process, the employee shall be required to sign an appropriate release and disclosure form directed to the Placement Committee. The Placement Committee shall review the above information and shall write recommendations based on the above information in order to assist the employee in returning to suitable and meaningful employment. The committee shall submit their findings to the Company and the Union for review and response in a timely manner.

### **Process**

In the event that an employee becomes permanently impaired and is unable to perform the essential functions of their pre-injury job even with accommodations, an exception to the normal job posting procedure will be made on the following basis:

1. The Company shall attempt to reasonably accommodate the permanently impaired employee in their pre-injury function. If accommodation in the permanently impaired employee's pre-injury function is not available, the committee shall investigate and pursue accommodations elsewhere in the employee's home department and failing that, in other departments where suitable and meaningful work is available. All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.
2. If a job vacancy is available, the essential functions of which can be performed by a permanently impaired employee, the position will be granted to the permanently impaired worker without the necessity of a posting, pending approval of the Union and the Company.
3. All information released to the Placement Committee shall be considered confidential.
4. In the event of a dispute regarding the suitability of work determined for the employee as a result of their restrictions, an Independent Medical

Examination (IME) and/or Functional Abilities Evaluation (FAE) shall be acknowledged as the appropriate mechanism to resolve the dispute.

### **Understandings**

- For the purpose of this Article, medical information submitted to the WSIB from a specialist, an FAE and/or an IME at either the employee or the Company's request or, a letter from the WSIB received by the Company or the employee shall confirm and/or determine what constitutes a permanent impairment as a result of a workplace related injury. This understanding shall not in any way be used to prejudice or otherwise influence the WSIB's determination or payment of benefits.
- Where a permanent impairment with a WSIB claim is in dispute, the Placement Committee shall continue its efforts to accommodate the employee, pending a final decision from the WSIB (which may include additional information, which further clarifies the employee's permanent impairment).
- For the purpose of this Article, the Company will consider medical information provided by a specialist, an IME or an FAE for non-work related illness or injuries.
- Where a non-occupational related illness/injury claim is in dispute, the Placement Committee shall continue its efforts to accommodate the employee, pending a final decision from the insurance provider on the payment of benefits.

### **Temporarily Impaired Employees**

The Company and the Union acknowledge their obligations to provide temporary modified work opportunities for temporarily impaired employees. Modified work is defined as any job or combination of tasks that an employee may perform on a temporary basis without risk of re-injury. This work may consist of the regular tasks of the pre-injury job or may be specific tasks designated for employees participating in a modified work plan. The work must be productive and the results must have value to the Company. The following agreed upon guidelines will be adhered to:

1. The employee must submit all relevant medical information to the Company. It is understood that in order to facilitate this process, the employee shall be required to sign an appropriate release and disclosure form.

2. The program will ensure that there is a consistent standard for all employees (occupational or non-occupational).
3. The temporary modified work plan will be individualized to meet the needs of the temporarily impaired employee. The Company's needs will also be taken into consideration.
4. Where required, the Placement Committee will review all the temporary modified work plans that exceed fifteen (15) working days.
5. This process will not be used to circumvent the Permanently Impaired Employee process.
6. Temporary modified work will not be extended indefinitely. If an accommodation concern arises that cannot be resolved by the Placement Committee, the Company may require the employee to attend an Independent Medical Examination and/or a Functional Abilities Evaluation.

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 (ICS), 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 Serviceperson;

the Company may hire a new employee who does possess the necessary qualifications to satisfactorily fulfil 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 twelve (12)

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. The 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.

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
Sunday	\$ 2.25

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 the rate of two (2) times his/her hourly rate for all work performed by him/her and required by the Company on a day which is observed as a paid holiday under the provisions of Article 11 hereof.

9.07 (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. Lunch breaks will be arranged as near the mid-point of each 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) 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.
- (iii) Opportunities for planned overtime will be posted in all departments. No temporary or probationary worker shall be offered planned overtime prior to any regular employee.

In the case of unscheduled overtime, other than overtime to be performed as a continuation of work in process, the Company will endeavor, 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.
- (iii) In the event that the Company's needs still cannot be entirely satisfied in that manner, the overtime opportunity will then be made available to temporary or probationary employees, in accordance with Article 2.03, 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 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. Where an employee has agreed to work scheduled overtime, as much notice as possible regarding the confirmation or cancellation of such overtime will be given to the employee. If such reasonable notice has not been provided and an employee cancels his willingness to work such overtime, then the cancellation shall not be held against the employee for further considerations under this provision. 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 will be considered as though they were in two separate seniority groups. For the purpose of this clause, seniority shall be recognized 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.

An employee shall be eligible for overtime work during the week and the weekend/long weekend prior to the commencement of his vacation, and shall not be entitled to overtime work until he has returned to work following the period of his vacation.

- 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. If an employee is absent from work 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

11.01 (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."

Lieu days shall be taken not later than twelve (12) months following the date on which such lieu days were banked, as arranged between the employee and his/her supervisor.

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 doctor's 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 classification in which he/she normally works.

11.4 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, WSIB, Employment 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

<b>Length of Service</b>	<b>Length of Vacation</b>	<b>% of Earnings Payable</b>
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 WSIB), then vacation pay shall be calculated only on the percentage basis set out in clause 12.04 above. If, during any year of service, an employee has been absent for more than ninety (90) working days, (other than absence on WSIB) he/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.
- 12.07 (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.
- 12.07 (c) It is agreed that this clause 12.07 shall not be construed as preventing the Company from granting lieu days 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.
- 12.08 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.
- 12.09 (b) Employees who are entitled to four (4) or more weeks of vacation may take up to three (3) weeks vacation during the period between the third Monday in May and the third Friday in September.
- 12.09 (c) The tentative list of summer vacations will be posted not later than March 16<sup>th</sup> of each year. Employees must submit their vacation requests by March 1<sup>st</sup>.
- 12.09 (d) The vacation schedule will be finalized and a list of vacations posted on the bulletin board not later than April 15<sup>th</sup> 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.
- 12.09 (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.
- 12.09 (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. being considered to be in different "departments"):

- Production Department (includes Production and Building Maintenance)
- Warehouse Department
- Equipment Service Department
- Garage Department
- Inter Plant Transfer Department
- Distribution Department (includes Full Service Vending)

12.09 (g) Notwithstanding the other provisions of this clause 12:09, it is agreed that when an employee transfers to another job and has not taken his/her vacation, he/she shall select their vacation based on the scheduling of that new job and department. However, if such a 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.

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

12.10 Every employee whose employment with the Company is terminated 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:

12.10 (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.

12.10 (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.

12.10 (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.

12.10 (d) The applicable percentage of earnings as referred to in (a), (b), and (c) above will be during the life of this agreement:

<u>From</u>	<u>To</u>	<b>% Applicable to the Period of Continuous Employment Shown at Left</b>
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.

12.12 The Company will require all employees to take their full vacation entitlement annually, effective immediately. Where an employee has been absent during the current vacation year for reasons of disability then such vacation time owing shall be scheduled between the employee and their supervisor.

12.13 Employees who are entitled to receive four (4) or more weeks of annual vacation entitlement shall have the option, on a yearly basis, to bank one (1) week of such vacation for the purposes of allowing the employee to retire at an earlier date. All such banked vacation shall be paid out, prior to the

employee's retirement, at the rate at which it was earned and banked.

For purposes of administering the foregoing, the number of weeks that the employee has banked will be divided into the accumulated dollar value of these weeks and that amount shall be paid on a weekly basis to the employee for each banked week prior to his actual retirement date. During the period that the employee is using his banked vacation time, he shall continue to accrue pension benefits and maintain the health and welfare benefits provided for in the collective agreement for regular full-time employees.

### **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).

Regular full time employees who are hired by the Company after August 2, 2001 will not be eligible for the foregoing provision after that date.

### **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 2**

sleeve D.S.I.C., Delivery Salesperson - 8 Oxford Shirts, either long or short

Sales Equipment Serviceperson, - 8 Pairs of Pleated pants or shorts  
and Highway Tractor Trailer - (1) 3in1 jacket (as needed)  
Drivers - 1 Cap or toque (as needed)  
- 1 Parka (as needed)  
- 3 Sweatshirts

**Group 3**

	<b>(A) Bottling Machine Operators</b>	<b><u>A</u></b>	<b><u>B</u></b>
Employees	<b>(B) Syrup, Quality Control</b>	- 8 Oxford shirts	- 8 White shirts
		- 8 pairs pleated pants	- 8 White pants
		- (1) 3-in-1 jacket (as needed)	- (1) 3-in-1 jacket (as needed)

**Group 4**

All employees working within the plant other than temporary employees and employees covered by Group No. 2 or No. 3

- 8 Oxford shirts, either long or short sleeve
- 8 Pairs of pleated pants
- 3 Sweatshirts
- (1) 3-in-1 jacket (as needed)

The Company agrees to provide any accessories i.e. belts, required as part of the standard uniform.

- 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 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).
- 14.04 When a regular employee qualifies for issue of safety footwear he/she may purchase approved safety footwear 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, effective August 2, 2001, up to the maximum safety footwear allowance of \$125 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 a spouse, common-law spouse, same sex partner, child, father, mother, brother, sister, mother-in-law, or father-in-law of an employee, that employee will be allowed such time off, with pay, as may be reasonably required in the circumstances. The extent of such leave shall be in the sole discretion of the Company, but the general standard will be three (3) days during the seven (7) days following the date of death on which the employee would have been scheduled to be at work were it not for the bereavement. In the event of the death of an employee's grandmother, grandfather, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, that employee will be allowed one (1) day off, with pay, to attend the funeral. It is further agreed that these provisions shall be interpreted to include step-relatives and common-law spouses. It is also agreed that the bereavement leave as referred to herein may be increased by up to two (2) days' travel time, provided that such additional time off is necessary in the particular circumstances and that approval is obtained in advance of departure.

#### **ARTICLE 16 -- PAID TIME OFF**

- 16.01 **Jury Duty**  
An employee who is called for Jury Duty or who is subpoenaed to appear in Court as a witness will receive for each day of necessary absence on that account the difference between his/her regular earnings for that day and the amount of the fee received from the Court, provided that the employee furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received.
- 16.02 **Sick Pay**  
16.02 (a) Every regular employee who has completed one or more years of continuous

employment with the Company shall be entitled, in each year of the life of this Agreement, to payment for up to six (6) days of absence due to Bonafide illness, (in the event that an employee commences work but becomes ill during the course of the day and does not complete his/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.

- 16.02 (b) The sick pay credit of a regular employee who has not completed a full year of continuous employment with the Company shall be computed on the basis of a one-half (½) day credit for each completed month of continuous employment.
- 16.02 (c) No payment shall be made under this clause 16.02 for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan, WSIB, Employment Insurance, Government Pension Plan, etc.).
- 16.02 (d) An employee who, at the conclusion of the contract year, has an unused sick pay credit of at least 5 days may, provided he/she has not been absent in that contract year for any reason other than:
- (i) Bonafide illness, (i.e. a claim for 1 (one) day of illness, leaving 5 days sick pay credit remaining, shall not disqualify an employee from the provisions of this paragraph 16.02 (d) ), or
  - (ii) a paid absence referred to in paragraph (c) above, or
  - (iii) an unpaid absence for bereavement, the birth of a son or daughter, or because of the closing of the plant by the Company due to an Act of God;

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.

16.02 (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.

16.02 (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.

16.02 (g) The Company will reimburse an employee whom it requires to bring in a completed PGF Form up to \$100 per contract year towards the actual Doctor's fee for same.

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.

**August 1/01    August 1/02    August 1/03**

**Wage Bracket 1**

General Help	22.01	22.56	23.24
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**Wage Bracket 2**

Production Person	22.11	22.66	23.35
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**Wage Bracket 3**

Sales Equipment Service Trainees, Sales Equipment Customer Service Representative, Shunter (with Class A licence), Equipment Maintenance Helpers, Building & Parking Lot Watchperson -- Car Drivers, Equipment Preparation/Setup (effective August 2/01)	22.29	22.85	23.54
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**Wage Bracket 4**

Product Testing & Reporting, Shippers & Receivers Sales Equipment Delivery	22.83	23.40	24.10
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**Wage Bracket 5**

Sales Equipment Serviceperson, Equipment Maintenance Person, Utility Operator, Stationary Engineers 4th Class, Syrup Makers	23.77	24.36	25.09
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**Wage Bracket 6**

Stationary Engineers 3rd Class	24.14	24.74	25.49
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**Wage Bracket 7\*\***

Journeyman Automotive Maintenance Person, Journeyman Production Equipment Maintenance Person	27.37	28.05	28.89
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**Wage Bracket 8\*\***

Journeyman Electrician Person	29.38	30.11	31.01
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\*\* Plus a skilled trades adjustment of \$.30 per hour.

**WAGE BRACKETS FOR DELIVERY AND SALES PERSONNEL**



	<u>August 1/01</u>	<u>August 1/02</u>	<u>August 1/03</u>
<b><u>Wage Bracket 1</u></b>			
Delivery Salesperson	22.11	22.66	23.35
<b><u>Wage Bracket 2</u></b>			
Delivery Salesperson- In-Charge, Highway Tractor Trailer Driver	23.71	24.30	25.03

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

- 17.02 It is understood and agreed that the Company, in hiring any new employee other than a 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 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.
- 17.05 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.

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

## **ARTICLE 18 -- OPERATIONAL CHANGE**

18.01 (a) If, during the life of this Agreement, the Company wishes to make an operational 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 operational change, it will meet with the Union to discuss the matter and to attempt to resolve the problems created by such operational change, as well as to attempt to lessen the impact of such operational change on the employees affected.

18.01 (b) If, as a result of an operational 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.

18.01 (c) If a regular employee should be displaced from his/her job by reason of an operational 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.

18.01(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 has a reciprocal transfer agreement 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 or

has a reciprocal transfer agreement;

provided, however, that such employee can satisfactorily fulfil 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.

- 18.01 (e)
- (i) Should any major operation currently being performed by the bargaining unit be transferred from Thorncliffe or Ironside (whether in connection with a full facility closure or not) to another Company location within a fifty (50) mile radius of Toronto, then a number of seniority employees, equal to the number who performed the moved work at Thorncliffe or Ironside immediately prior to the move, will, as an alternative to any seniority rights they may have within the bargaining unit, have the opportunity to transfer to the new location, provided the employees can satisfactorily fulfil the normal requirements of any job available at the new location.
  - (ii) Should more employees wish to transfer hereunder than the number permitted under (i), the selection shall be made by CAW seniority.
  - (iii) Employees moving under (i) shall maintain their Company service for pension and vacation entitlement purposes.
  - (iv) Employees moving under (i) shall be deemed to have completed their probationary period at the new location. Their seniority at the new location will be determined in accordance with the provisions which may be in effect at that facility. Where, under those seniority provisions, transferring CAW employees have the same seniority date, their relative seniority standing at the new location will be determined by reference to relative seniority standing in the CAW bargaining unit prior to the move.
  - (v) If the location to which the work is moved is a non-union facility, and if the employees transferred under this provision represent a majority of employees at the new location, the Union will be recognized as representing all employees in a like bargaining unit at such location and the terms and conditions of this Agreement will be deemed to apply to them for the balance of its duration.
  - (vi) If, as a result of the movement of work in (i), a seniority employee does not immediately have the opportunity for regular full time employment at either the new location or Thorncliffe or Ironside, such employee will be entitled to elect an enhanced severance provision. The enhanced severance shall be a

lump sum of \$20,000 for employees with five or fewer years of service; \$30,000, for employees with 6 to 10 years of service and \$40,000, for employees with more than 10 years of service. The above severance provisions are inclusive of any entitlements under the Employment Standards Act. Employees electing to receive this severance provision will immediately forfeit any and all seniority, benefit and/or employment rights at any and all Company facilities.

(vii) The Company will, in addition to the above, offer a voluntary early retirement incentive Package under the pension plan. Pursuant to this Package, a specified number of employees in the bargaining unit who have attained a minimum age 50 or whose combined age plus years of service equals 75 or more at the time of the movement of work will have the opportunity to retire and receive an enhanced supplementary benefit. The number of employees who will have this opportunity will not exceed the difference between the number of new full time openings at the new location and the number of employees who performed the moved work at Thorncliffe or Ironside immediately prior to the move. Preference for electing the Package will be determined by seniority. The pension benefit level will be an amount equal to the pension paid in the Early Retirement Incentive Package introduced after the Turnberry closure in January 1998. Pension enhancements are subject to the limitations of the Income Tax Act for a registered Pension Plan. For employees who retire under this Package, these provisions shall replace those contained in paragraphs (d) and (e) of the Employees Retirement Plan Letter of Agreement.

- 18.01 (f) If the Company intends to close the Thorncliffe or Ironside facility during the life of this Agreement, it will provide the Union with one hundred and twenty (120) days notice thereof to permit the parties to meet and discuss the closure and ways to minimize the effect of same on members of the bargaining unit.

## **ARTICLE 19 -- SAFETY**

- 19.01 The Company shall institute and maintain all precautions to provide every employee with a safe and healthy workplace. The Company shall comply in a timely manner with the Occupational Health and Safety Act (OHSA), its regulations and all relevant laws. All standards established under these laws shall constitute minimum acceptable practice to be improved upon through recommendations from the JHSC.
- 19.01 (a) The Company will make all reasonable provisions for the health and safety of

the employees during working hours and will furnish adequate facilities and equipment for that purpose. The Company and the Union mutually agree that employees should be encouraged to co-operate in the maintenance of healthy and safe working conditions, in the proper use of protective clothing and equipment, and in the observance of all safety rules.

- 19.01 (b) The Joint Health and Safety Committee (JHSC) shall have two co-chairs; one from the Union and one from the Company, both of whom shall be certified members
- 19.01 (c) The Company shall respond to all recommendations advanced by the JHSC within 21 days. The responses shall contain outlines identifying dates of completion, which representative is responsible for the recommendation, reasons why they were not completed and, reasons why the recommendation was rejected.
- 19.01 (d) Each departmental committee representatives shall complete work place audits once every month. The audit shall take place at least one week prior to the monthly meeting and the audit findings will be forwarded to the department managers and JHSC members. The department managers, or their designates, shall then write work orders. Work orders shall indicate a timeline for completion and a copy shall be provided to the JHSC.
- 19.01 (e) A certified Company representative and a certified Union representative shall investigate all critical injuries, as defined by the OHSA.
- 19.01 (f) The Company shall furnish the co-chairs with information pertaining to health and safety issues. The Company shall promptly supply the results of any monitoring it conducts or causes to be conducted to the JHSC and shall post the results in a conspicuous place as soon as reasonably practicable thereafter.
- 19.01 (g) During the absences of the Union co-chair, the Company shall recognize an alternate co-chair, as designated by the Union. The Union's designate shall then fill the resultant vacancy on the JHSC.
- 19.02 To further the above-mentioned objectives, it is mutually agreed that Joint Health and Safety Committee will be maintained and shall be comprised of three (3) members and one (1) alternate appointed by the Union and three (3) members appointed by the Company.
- 19.03 (a) Joint Health and Safety Committee members shall receive training appropriate for their responsibilities and shall operate in accordance with

written guidelines adopted by the Committee.

19.03 (b) The Union members of the JHSC will receive forty (40) hours of Health and Safety training per year. This training will be as provided in the past by the Workers Health and Safety Centre or, if not available, another training provider as determined by the JHSC. This training will be paid for by the Company.

19.04 The Union members of the JHSC will receive the two hours with pay immediately prior to the JHSC meeting, in order to prepare for JHSC meetings. In addition to the above, the Committee members shall, during the life of this collective agreement, be afforded the necessary time off with pay, as required and agreed to by the Committee in order to attend to duties as prescribed by the OHS Act in force as of July 30, 2001. The two co-chairs shall alternate the chairing of the meetings and the preparation of the minutes of the meetings.

19.05 The Company shall comply with the procedures and requirements of the following policies and any amendments thereto, which would supercede them:

- Safety Concern Reporting Procedure
- Right to Refuse Unsafe Work
- Lockout Procedure/Zero Energy
- Employee Emergency Procedure
- Accident/Incident Reporting Procedure
- Commercial Motor Vehicle Driver Training
- Forklift Truck Training
- JHSC Guidelines
- Brake Inspection Procedures
- Trial Process for Investigating Customer Outlets

The JHSC shall review the policies at least once per year.

19.06 Any ergonomics studies that the Company may receive shall be for advisory purposes only. It is further agreed that such reports shall in no way bind the Company with respect to the implementation of any part of the study as therein provided.

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

20.01 Operations 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 The Company agrees that if the contracting out of any work normally performed by employees in the bargaining unit would result in the layoff of any regular employee, the Company will meet with the union to discuss ways and means of reducing the impact of such change on the employee(s) to be affected.

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

## **ARTICLE 21 -- HEALTH INSURANCE PLANS**

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

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

(i) **Life Insurance Coverage**

- Effective from August 2, 2001 life insurance will be increased to \$55,000.

(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.

- The terms “spouse”, “dependants” and “family” as used within the Supplemental Medical Plan includes same sex partner and dependants of a same sex relationship. Conditions for coverage will be the same as for common-law relationships.

(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.
- The terms “spouse”, “dependants” and “family” as used within the Dental Care Plan includes same sex partner and dependants of a same sex relationship. Conditions for coverage will be the same as for common-law relationships.

(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.

21.01 (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.

21.01 (c) The Company will continue to pay the full premiums for Life, Major Medical, Weekly Income Benefits, Long Term Disability Insurance and Dental coverage for all full-time regular employees who have completed their probationary period.

It is further agreed and recognized by the parties that the Company will provide the foregoing benefits through an Insurance carrier and will, in no circumstances, be considered as the insurer, and will be obliged hereunder only to pay the premiums for the foregoing benefits.

21.02 It is further agreed that, in consideration of improvements contained in this and prior Agreements, and subject to the provisions of the Employment Insurance Act, the Company shall retain in full any "Premium Reduction" which is or may become available from the Employment Insurance



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

## **ARTICLE 22 -- PAID EDUCATION LEAVE**

- 22.01 The Company agrees to pay into a special fund three cents (\$.03) 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, N0H 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 – SOCIAL JUSTICE FUND**

- 23.01 The Company will contribute one cent (\$.01) per hour per employee to the C.A.W. Social Justice Fund. Such monies to be paid quarterly.

## **ARTICLE 24 - TOOL ALLOWANCE**

- 24.01 Fleet Maintenance employees, Journeyman Production Equipment Maintenance Persons, and Journeyman Electrician Persons shall maintain their own tool kits. Upon presentation of an original receipt for expenses, the Company will reimburse employees in the above classifications up to an annual maximum of \$350 for the purchase, repair or replacement of required work tools.

The Company will provide to every new Equipment Service Technician a standard set of necessary job related tools. Thereafter, upon presentation of an original receipt for expenses, the Company will reimburse each

Equipment Service Technician up to an annual maximum of \$240 from which they may replace worn, broken or lost work-required tools. Any expenses in excess of the annual \$240 allowance shall be the sole responsibility of the Equipment Service Technician.

**ARTICLE 25 - DURATION OF AGREEMENT**

25.01 This Agreement shall be effective from August 2, 2001 and shall terminate at July 31, 2004.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives at the City of Toronto, in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**FOR THE UNION**

**FOR THE COMPANY**

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## 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.

## Letter of Agreement

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

### **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.

As requested by the Union, the Company will provide a copy of the most recent valuation report to the Union.

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 on or after August 1, 2001 the basic benefit is increased from \$37.00 to \$40.00 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, 2002, the basic benefit is increased to \$42.00 per month for each year of C.A.W. credited service after January 1, 1992.
  - (iii) For employees who retire on or after August 1, 2003 the basic benefit is increased to \$44.00 per month for each year of C.A.W. credited service after January 1, 1992.
- (c) The benefit referred to in (b) above shall be in the form of a life annuity, with a guarantee of payments for a minimum of 10 years. However, if an employee is married at the time retirement income commences, then a benefit in the same amount shall be payable in the form of a 60% Joint and Survivor income, unless the member and his/her spouse opt for other arrangements in accordance with the provisions of the Ontario Pension Benefits Act. 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 August 1, 2001, the supplementary benefit will increase from \$21.00 to \$22.00 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, 2002, the supplementary benefit will increase from \$22.00 to \$23.00 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, 2003, the supplementary benefit will increase from \$23.00 to \$25.00 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.
- (f) The term “spouse” as used in the Pension Plan includes same sex partner. Conditions for coverage will be the same as for common-law relationships. This change is conditional on this amendment being acceptable to the appropriate regulatory authorities.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thornclyffe Plant)**

**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 the appropriate 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 shall ensure that the Union has a sufficient supply of collective agreements in order to fulfil this obligation.

The Company agrees that a Union representative will be given an opportunity to interview, within regular working hours, each new temporary employee once they have worked 65 days or, new probationary employees, for not more than fifteen minutes, without loss of pay. The purpose of this interview is to acquaint 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**

**FOR THE COMPANY**

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## Letter of Agreement

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**Re: Disability Benefits**

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 or until the employee's date of retirement, whichever comes first.

- (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 LTD 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 LTD 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 WSIB. The policy shall include such limitations and restrictions as are usually found in LTD policies.
  - (e) Participation in the LTD 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, LTD 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 LTD premium.
3. During the 130 week benefit period referred to in point 2(c) above, the Company will continue in force the Life, Supplemental Medical and Dental Care Benefits referred to in Article 21.01 of the Collective Agreement.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**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 2001 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, including the Company sponsored Employee Assistance Program, as well as referrals to appropriate counseling services or treatment and rehabilitation facilities. In addition, from time to time, the Union member may have to act as Union Counselor with troubled employees, and time off for such duties shall not be unreasonably denied by the Company, provided that such time off is requested from the Union Counselor's immediate supervisor, as per the current practice.

The Company will provide normal group insurance benefits to employees who are undergoing a medically prescribed course of treatments. Union Substance Abuse Counsellor 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**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**Re: "Red-Circled" Rates of Pay**

Employees who, as at July 29, 2001, have their rate of pay "red-circled", shall continue to be paid at this rate of pay until the current Collective Agreement expires on July 31, 2004. The names of such employees have been provided to the Union on July 29, 2001.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**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**

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**THIS LETTER HAS BEEN RE-PRINTED WITH NO CHANGES AND IS REFERABLE TO THE 1995-1998 COLLECTIVE AGREEMENT PERIOD**

**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**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.

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**

**FOR THE COMPANY**

**(1995 Negotiating Committees)**

Dawn Cartwright

Brad Sinclair

Bob Hill

Gerry Wojick

Tom Bugden

Jim Nemeth

Joe Szymanski

Doug Brooks

Stu McKaye

Mike Rahilly

Bob Harkness

**Letter of Intent**

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thorncliffe Plant)**

**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 workweek 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**

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**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**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**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thorncliffe Plant)**

**Re: Paid Time Off – Union Executive Committee**



This will confirm the current arrangements with respect to paid time off to two (2) employees of the Union Executive Committee, to attend to Union business including meetings with the Company.

The Company will provide up to 16 hours off in total without loss of pay in one (1) day increments to attend to such business.

In addition, the Company will provide the Union with two (2) paid days off per month for the purposes of attending to other Union business. Such time shall be delegated by the Local Union President. As well, the Company will provide up to two paid days off per week to the Local Union to attend to Union business delegated by the Local Union President. These arrangements are to be made between the Local Union President and the Sales Centre Manager, with sufficient advance notice.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thorncliffe Plant)**

**Re: Load Checking**

During negotiations leading to the renewal of the 2001 collective agreement, the Union raised concerns regarding auditors doing work of the bargaining unit.

As a result, the parties have agreed to the following understandings:

- The Company agrees that the load checking function properly falls within the shipper/receiver classification under the appropriate provisions of the Collective Agreement.
- The Union recognizes that the Company reserves the right to check for errors in the shipper/receiver work, for overages and shortages. However, auditors shall have no role in the verification of loads.
- The Company agrees to use shipper/receivers to check all loads. As an additional point of clarification, the opening and closing of bay doors and the sealing of loads during the loading process is work of the bargaining unit.

The parties further agree that the Local Union President and the Sales Centre Manager will meet to review and discuss situations in which the above provisions are violated. However, these meetings will not prohibit the Union from grieving such a violation under the appropriate provisions of the Collective Agreement.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**Re: Preferred Work – Thornccliffe Distribution Department**

This will confirm the understanding reached during the 1998 negotiations with regard to preferred work in the Thornccliffe Distribution Department.

The Parties have agreed that, in order to accommodate employees who want Back-End work, a list shall be posted and qualified Distribution Department employees can sign up for the work. When such work becomes available, due to the absence of a regular employee or where additional routes are required, it will be offered to qualified Distribution Department employees by seniority who have previously signed up for the work. The Distribution Department vacancies shall then be replaced by junior DSIC's who are not regularly assigned to a route, or by temporary employees.

For purpose of determining a list of spares for I.P.T., the Company shall post a list, for each shift, sufficient to meet the needs of the business. These postings shall be for a period of six months. Employees accepting such positions shall not refuse assignment to I.P.T. when there is no junior spare available.

For purpose of determining a list of spares for FSV, the Company shall post a list, sufficient to meet the needs of the business. Distribution Department employees shall sign up for this work if they so wish. These postings shall be for a period of six months. Employees accepting such positions shall not refuse assignment to FSV when there is no junior spare available. Routes

made vacant by the movement of employees into FSV shall be filled by spares.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornclyffe Plant)**

**Re: Occupational Health and Safety Act and Regulations**

During negotiations the Union raised with the Company it s concern regarding possible future changes to the Occupational Health and Safety Act and regulations.

The Parties understand that should changes to the legislation and/or the Ontario Ministry of Labour's support for the subject legislation change to render inoperative the current rights of employees with respect to unsafe work, a mechanism will have to be determined to maintain the practical application of these rights.

Consequently, upon such time as the Union or the Company has a reasonable concern that such legislation could be passed which so affects the employees right to refuse unsafe work, the Union and the Company shall meet within 10 days' notice of a written request to meet. The Parties will make a good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner.

It is agreed that any changes to the Regulations would also be reviewed by the Parties in order to assess the impact on employee health and safety. The Parties agree that the statutory provisions in effect as of June 1, 1995 with respect to the employees' right to refuse unsafe work would be considered a minimum standard.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thorncliffe Plant)**

**Re: Four Day Ten Hour Work Periods  
(Original Letter of Agreement Dated February 25, 1997)**

The Parties recognize that if they implement a four day ten hour work period in Distribution, Warehousing and Full Service Vending, there are several inequities which may be created. Whereas the Parties are desirous of resolving such inequities, notwithstanding any of the provisions of the Collective Agreement which may be to the contrary, they hereby agree to the following:

- 1) Employees who commence the week on a four day ten hour shift or a five day eight hour shift, shall remain on their respective 4x10 or 5x8 schedules for the duration of the week (i.e. bumps may happen from 4x10 to 5x8 and vice versa subject to seniority and qualifications).
- 2) In the event a seniority employee is unable to obtain 40 hours of work in a week because of a layoff to the street, he/she will be offered any available shift in that week provided they can satisfactorily fulfil the normal requirements of the job, up to and including Saturday at straight time plus applicable premiums. The intent of this provision is to ensure that senior employees are scheduled for forty hours in a week ahead of junior employees.
- 3) Every effort will be made to provide employees who may be subject to a layoff during the week and who are exercising their seniority as per points 1 and 2 above, with consecutive days of work in a week. If this point 3 proves to be unworkable, the Parties will meet and make every effort to resolve any concerns with respect to employees working on consecutive days.
- 4) Employees will have the option of displacing temporary or less senior employees in accordance with points 2 and 3 above. Employees who wish to do so, must sign a list at the time of their layoff, which will be posted weekly in each location.
- 5) It is further agreed that no provision of the Collective Agreement is to be amended or interpreted by the terms of this letter of agreement, except as provided herein.

- 6) The Parties agree that they will review the terms of this letter should there arise any inequities which have not been contemplated. Both Parties commit that in this event they shall make every effort to modify the terms of this letter of agreement, but that this agreement shall survive until the end of the current Collective Agreement if there is no agreement to make any modification hereof.
- 7) Article 7 of the Collective Agreement will apply to this letter.

**FOR THE UNION**

**FOR THE COMPANY**

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## Letter of Intent

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thorncliffe Plant)**

**Re: Previous Commitments Renewed**

a) From a Letter Dated August 9, 1988:

The Company agrees that on those occasions when the Company uses an "employees available for overtime" list as provided in the Collective Agreement, that only those employees who have signed the list as indicated would be considered for the appropriate scheduled overtime opportunities. Should other employees, who are possibly more senior to those who have already signed the indicated list, make themselves available for overtime opportunities subsequent to the list being removed from its posted position, they will not be considered as available until after those employees who have signed the list have been accommodated.

b) From a Letter Dated July 19, 1996:

We are prepared to allow qualified bargaining unit members who are in the warehouse the opportunity to go out on the trucks on a day-to-day basis, prior to the use of temporary workers. This will be done pursuant to the temporary posting provisions of the Collective Agreement.

c) From a Letter of Settlement Dated November 22, 1996:

For the remaining term of the Collective Agreement, the Company agrees that it will compensate employees who work consecutive double shifts on a Saturday at the rate of double time for all hours worked on the second shift.

d) From a Letter of Settlement Dated November 22, 1996:

The Company will endeavour to provide as much notice as possible of any change in start times for employees. It is recognized that there could be any number of reasons which would necessitate changing start times. Any changes in start time would be for valid business reasons and would not be done in an indiscriminate fashion.



e) From a Letter Dated March 1, 1989:

When it is determined that there will be multiple loads assigned to any given back-end loader route, and it is anticipated that this will result in overtime, then the Company will endeavour to assign this route to the most senior individual.

f) All agreements relating to individual employee discipline which are active pursuant to either Article 3:05 (b) of the Collective Agreement or, the specific terms contained in such individual agreements.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**Re: Memorandum of Settlement January 16, 1998**

The Parties agree that the following Memorandum survives the expiry of the 1995-1998 Collective Agreement, where applicable.

**FOR THE UNION**

**FOR THE COMPANY**

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**Re: Memorandum of Settlement January 16, 1998 – Page 1**

**Re: Memorandum of Settlement January 16, 1998 – Page 2**

**Re: Memorandum of Settlement January 16, 1998 – Page 3**

**Re: Memorandum of Settlement January 16, 1998 – Page 4**

**Letter of Intent**

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**Re: Reprisals**

The Company agrees there will be no discipline, grievances or reprisals taken against employees or the Union on account of strike or picketing activity up to the time of signing of the Memorandum of Settlement. The Union agrees there will be no grievances filed on account of any work performed by non-bargaining unit employees in advance of the strike or as a consequence of the non-availability of bargaining unit employees to perform such work at the time and any such grievances which may already have been filed will be withdrawn.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**Re: Seven (7) Day Operations**

In the event that the Thornccliffe facility moves to a seven-day operation, the Company agrees that it will meet with the Union in advance to discuss how to effectively staff weekend shifts. Exceptions to the above shall be communicated to the Union as soon as reasonably practicable in advance, without delay. The Company further agrees that the same employee will not be scheduled for both Saturday and Sunday work.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**  
**(Outside of and Not Forming Part of**  
**The Collective Agreement)**

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thorncliffe Plant)**

**Re: Former Production Department Temporary Employees**

Notwithstanding the provisions of the collective agreement which may be to the contrary, the Company will provide to the Union a listing of all temporary employees who recently worked in the Production Department prior to that department being moved to the Company's Brampton location. The Union will undertake to contact these former employees to advise them of the recent negotiated changes to Article 2.03 and determine from them their interest in returning to Thorncliffe for temporary work in either the Warehouse or Distribution departments. An employee who elects to return for such work shall have his previous days worked for the Company at its Thorncliffe location restored. Until such employee has actually completed sixty-five (65) days of work in the Warehouse or Distribution department he shall be regarded by the Company as a new-hire temporary employee, as provided at Article 2.03 with regard to their retention. The employee may not attain full time status until he has completed, at least, the sixty-five (65) days of work in his new department regardless of the cumulative value of his current and previous workdays with the Company.

**FOR THE UNION**

**FOR THE COMPANY**

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**COMPANY ISSUED LETTER**

August 1, 2001

Mr. Tom Park  
President  
CAW Local 385  
P.O. Box 186, Station R  
Toronto, Ontario  
M4G 3Z9

Dear Mr. Park:

**Re: Insurance Claims**

This will confirm our discussions during the 2001 negotiations regarding a Claims Adjudication Procedure and/or a Dispute Resolution Mechanism for claims denied by third party insurance carriers. The Company will fully investigate processes now in effect at other employers as well as the systems in effect at CAW auto plants to require the insurer to re-evaluate such claims. Following this investigation, the Company will meet with the Union to implement such a process for members of the bargaining unit. Such discussions shall proceed without delay.

Yours truly,

Ray Nolan  
Sales Centre Manager

**Letter of Intent**

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**Re: Retiree Benefits**

Employees who retire from the active service of the Company and receive a Pension Benefit from the Company's Pension Plan shall continue to be eligible to have access to the Company's health and welfare benefits plan for retirees.

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Intent**

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thorncliffe Plant)**

**Re: Calendar Year Vacation**

During negotiations leading to the renewal of the 2001 collective agreement, the parties expressed a mutual interest in pursuing a change to the current vacation system.

However, certain procedural issues were raised that could not be completed during negotiations. As a result, the parties agree to meet during the life of the collective agreement to continue discussions on this issue. Pending satisfactory resolution to all of the procedural issues and other outstanding concerns on this issue, a new calendar year vacation system will be implemented as soon as reasonably practicable thereafter, upon the mutual consent of the parties.

**FOR THE UNION**

**FOR THE COMPANY**

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Letter of Intent

**Between:**

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

**- and -**

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**Re: Union Office**

The Company agrees to maintain the current Union office as "status quo."

**FOR THE UNION**

**FOR THE COMPANY**

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**Letter of Agreement**

**Between:**

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

- and -

**Coca-Cola Bottling Company  
(Thornccliffe Plant)**

**Re: Work Performed at Thornccliffe**

During the 2001 negotiations, the parties held extensive discussions on the future of the work performed at the Thornccliffe facility. The Company held the position that there are no plans at the time of these negotiations, to move or close the facility during the life of the agreement. However, to recognize the major concerns raised by the Union on the issue if the Company, for any reason, moves major parts of or the entire facility to a new or existing facility within 100 miles of Thornccliffe, the Company agrees that a number of seniority employees, equal to the number who performed the moved work at Thornccliffe immediately prior to the move, would have the option of relocating to the existing or new facility.

**FOR THE UNION**

**FOR THE COMPANY**

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