

COLLECTIVE AGREEMENT

BETWEEN:

**COCA-COLA REFRESHMENTS CANADA
COMPANY
(Weston)
(the “Company”)**



AND

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION & GENERAL WORKERS
UNION OF CANADA AND ITS LOCAL 126
(CAW-CANADA)
(the “Union”)**



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ARTICLE 1 – PURPOSE

- 1.01 It is the purpose of this Agreement to provide orderly collective bargaining procedures between the Company and the Union, to secure prompt and equitable disposition of grievances to promote harmonious relations between the Company and its employees and to provide an amicable method of settling differences.

ARTICLE 2 – SCOPE & RECOGNITION

- 2.01 The word "employees" wherever used in this Agreement shall mean all employees of the Company at 24 Fenmar Drive, Weston, Ontario, save and except office staff, plant supervisors and persons above the rank of supervisor.

2.02 PROBATIONARY EMPLOYEE

A "probationary employee" means a regular full-time employee hired as a new employee by the Company or transferred to the Weston Plant from another Company location. A "probationary employee" shall mean an employee who has not yet completed sixty-five (65) days of actual work at the Weston facility, 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 three (3) 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 that 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 on the *Ontario Labour Relations Act*.

2.03 TEMPORARY EMPLOYEE

- (a) A temporary employee shall mean any worker who performs work for the Company and has not been accepted as a regular full-time employee. A temporary employee shall have no rights under the seniority provisions of this collective agreement and shall not be utilized by the Company to deprive a regular full-time employee on layoff of the opportunity of employment or, to prevent the hiring of a full-time employee.
- (b) During the periods January 16th to May 1st and September 15th to October 31st, temporary employees will only be used to replace a regular full-time employee in an instance of vacation, injury or other temporary absence from work. However, should the vacancy continue for more than five working days (or four working days on ten hour shifts), then such vacancy will be offered on a seniority basis to employees in the department who are capable of performing the work required.
- (c) During the periods May 2nd to September 14th and November 1st to January 15th, temporary employees will be used by the Company to replace absent employees, as in paragraph (b) above, and to perform work of a temporary nature, including all additional work available as a result of temporary increases in the Company's business. In the case of the latter use of temporary employees, such number of temporary employees used to perform additional work shall not be in excess of 15% of the total full-time work force.
- (d) 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.
- (e) 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.
- (iii) 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.
- (iv) 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 bi-weekly basis. A copy of such list shall be provided to the Union.
- (f) Any temporary employee who has worked in excess of **170** days in a continuous 12 month period will automatically be classified as a regular employee.
- (g) For vacation and pension purposes, he/she 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.
- (h) A temporary employee who is reclassified to full-time shall be credited with seniority from his/her last date of hire prior to the date on which he/she was reclassified to full-time and, in any event, such date shall not exceed a period of one year. Such employee shall not be required to serve a probationary period.
- (i) Vacations and paid holidays for temporary employees shall be paid in accordance with the Employment Standards Act.

EMPLOYEE STATUS

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

NEW EMPLOYEE ORIENTATION

- 2.05 The Local President or designate shall have the opportunity to meet such new hires with pay, during regular working hours, for not more than fifteen minutes within the first week of commencing work at a time arranged by the Company.
- 2.06 "Harassment" as used throughout this Agreement shall refer to any course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome and which denies individual dignity, and respect on the following grounds: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability or any grounds that may be specified by the *Ontario Human Rights Code* or any other applicable legislation.

It is understood that properly discharged supervisory responsibilities are not harassment. The pursuit of frivolous allegations of harassment could have a detrimental effect on the spirit and intent for which this definition has been developed and the pursuit of such allegations will be discouraged.

- 2.07 “Discrimination” as used in this Agreement shall refer to unequal or differential treatment of an individual on any of the following grounds: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability or any grounds that may be specified by the *Ontario Human Rights Code* or any other applicable legislation.

It is understood that properly discharged supervisory responsibilities are not discrimination. The pursuit of frivolous allegations of discrimination could have a detrimental effect on the spirit and intent for which this definition has been developed and the pursuit of such allegations will be discouraged.

ARTICLE 3 – REPRESENTATION

- 3.01 The Company recognizes the Union as the exclusive bargaining agent for its employees with respect to wages, hours and working conditions.
- 3.02 The Company and the Union agree that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representative or members with respect to any employee 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, record of offences, or citizenship.
- 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.
- (b) The Union agrees that it will not refuse membership to any employee without just cause. Whenever an employee is suspended or expelled from membership the Union will give the Company, in writing, the reasons for such action.
- 3.04 (a) Every employee shall, as a condition of his/her continued employment, authorize the Company in writing, to deduct from each pay payable to him/her thereafter during the life of this Agreement, and during the life of any subsequent collective agreement containing similar provisions, such amount as may from time to time be certified in writing by the Union to the Company as being the amount of Union Dues currently payable.
- (b) Every new employee 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.
- (c) Authorization for deduction of the Union Initiation Fee and regular Union Dues shall be on forms supplied by the Union.
- (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/her 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 bi-weekly **until the first payroll up to January 31, 2011. Employees will then revert to a weekly pay cycle on the first payroll run after January 31, 2011. All new hires will be paid** via direct payroll deposit, **and it is further agreed that all employees will be paid by direct deposit effective the first day of Year 3 in this agreement. It is agreed that employees will be paid** by noon Thursday.

INTERVIEWS

- 3.05 (a) It is recognized and mutually agreed that management may, from time to time, have occasion to interview employees with respect to their job performance and that the objective of such interviews is corrective in nature, rather than punitive. Such interviews will normally be conducted on a 'one on one' basis.
- (b) However, the Employer agrees that, whenever an interview is held with an employee that becomes a part of his/her record regarding his/her work or conduct, a steward will be present, provided that a steward is present at work. If no steward is present in the building, the employee may choose a fellow employee to act as a witness.
- (c) During the interview referred to in Article 3.05(b), the employee and steward will be given an opportunity for consultation, if such is requested.
- (d) If the meeting referred to in Article 3.05(b) 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, or a steward is not available at work to attend such meeting.
- (e) 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 seven (7) working days of the discovery of the alleged offence, 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.

PERSONNEL RECORD

- (f) Employees shall have the right to review their personnel record every twelve (12) months, in the presence of a manager, and outside the employees' hours of work.

SUNSET CLAUSE

- (g) After a period of twelve (12) months free of any warnings or suspension, or a period of thirty (30) months in any event, previous warnings or disciplinary actions will not be used in progressive steps or in arbitration.

WOMEN'S ADVOCATE

- 3.06 The Company and the Union agree that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specific resources in the community such as counselors or women's shelters to assist them in dealing with these or other issues. The parties agree to recognize a CAW female member who will serve in the role of the Women's Advocate. The Women's Advocate will meet with female members as individual needs arise to discuss problems with them in a private area provided for confidentiality. Both employees must request advance permission from their respective supervisors if discussions are necessary during working time. The Women's Advocate will participate in an annual **three (3)** day training program provided by the

Union. The Company will be responsible for wages.

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 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 the Plant Manager or his/her delegate.

6.03 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 up to three (3) employees shall be entitled to any such leave of absence at any one time. No more than one (1) employee from the same function shall be absent for the same leave. 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 arrange for the continuance of both Company and Government welfare benefits while an employee is absent on such leave. **The Company shall promptly bill the Union on the following schedule:**

Bills that occur from January to March will be billed by April 20th.

Bills that occur from April to June will be billed by July 20th.

Bills that occur from July to September will be billed by October 20th.

Bills that occur from October to December will be billed by January 20th.

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

(a) Each employee shall receive from the Company in respect of each day of absence on

such leave, an amount equivalent to:

- (i) the regular straight-time hourly rate then in effect for his/her employment classification, multiplied by eight (8) hours,

-- LESS --

- (ii) all deductions normally withheld by law from an employee's pay and, if applicable, the employee's contributions to the Extended Group Insurance Plan, the Employee's 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) any amount which becomes payable by the Company as a result of the Company having made to any employee a payment under the provisions of (a) above (e.g. Company contributions to the Employee Savings and Investment Plan, the Extended Group Insurance Plan, Employment Insurance, Government Pension Plan and Health Plan, etc.).

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

- (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.

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

6.06 (a) Every Union Steward and every officer of the Union who is an employee shall be allowed such time off as may be necessary to enable him/her to attend those appointments with management personnel at which his/her presence is required under the provisions of Article 7 and every employee who is a necessary witness at a grievance meeting or at a grievance arbitration hearing established under Article 7 shall be allowed such time off as may be necessary to enable him/her to give evidence at such hearing.

(b) Should a Union Steward be scheduled to be on duty during the time in which a regularly scheduled meeting of the general membership of the Union is to be held, such Steward shall (provided his/her request is made at least 24 hours in advance) be allowed such time off work as may be reasonably required in the circumstances to permit him/her to attend such meeting.

(c) The allowing of time off under the provisions of this clause **6.06** shall be subject to the employee having obtained permission to leave his/her work from his/her Plant Supervisor. All such time off during an employee's regular working hours shall be without loss of pay, provided, however, that the Company may discontinue paying for

such time off, if in its opinion the privilege of requesting such time off is being abused.

- (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).

6.07 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 five (5) employees, one of whom shall be the President, of CAW Local 126, one of whom shall be from the Skill-Trades department and one of whom shall be the Chief Steward or Plant Chairman from Weston to allow them to be members of the Union Negotiating Committee and to enable them to prepare for and attend arranged meetings with Company representatives or with a Conciliation Officer for the purpose of negotiating a renewal of this Collective Agreement. The allowing of any such time off shall; however, be subject to the employee having obtained permission to leave his/her work from his/her Plant Manager. Such time shall be requested by the Union in writing and will not be unreasonably denied.

6.08 The Local Union President shall be entitled to attend all step three grievance meetings, **mediations, arbitrations,** labour-management meetings and termination meetings.

ARTICLE 7 – GRIEVANCES

7.01 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 CAW may inform the Coca-Cola Labour Relations Director 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.

In addition, in those instances where the Company, by either its Director of Labour Relations or a Coca-Cola Refreshments Executive member, has reviewed the disposition of a Company grievance and found that such disposition was improperly effected by the Company or a Company representative, the Company may inform the National Union CAW in writing, that such Company 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 Union shall not be responsible for any liabilities which may have accrued from the date of the initial withdrawal of the Company grievance, up to and including the date on which the grievance is reinstated.

It is understood that the foregoing does not allow either party to nullify any settlement.

7.02 The Union Stewards herein referred to shall be employees of the Company and shall not be more than three (3) in number.

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

- 7.03 A Steward shall be permitted reasonable time off work without loss of regular pay for the 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.
- 7.04 (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 arbitratable. A grievance must be taken up within fifteen (15) working days of the employee becoming aware of the circumstances giving rise to the grievance. It will be understood that a verbal discussion at Step One in the grievance procedure will meet the time limit in which to take up the grievance(s).
- (b) 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.
- (c) 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.

7.05 **INDIVIDUAL GRIEVANCE**

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

Step 1

If a 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 grievance remains unsettled for five (5) working days after the time of its presentation at Step 1, it may, within a further five (5) working days be referred in writing at Step 2, in sufficient detail to define the issue, to the appropriate management representative (or his/her designee).

Step 3

If the grievance remains unsettled for five (5) 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. Within five (5) working days of the submission of a grievance at Step 3 the management representative (and/or such other persons, up to two (2) in number, as he/she may designate) shall meet with the employee, his/her Steward and a full-time representative of the Union (and/or such other persons, up to two (2) in number, as he/she may designate) to discuss the matter. The Company's decision will be given in writing, with sufficient explanations, **to the Union President or his/her designate within** five (5) working days after such meeting, **who shall provide the response to the employee and Steward as soon as practical.**

7.06 COLLECTIVE GRIEVANCE

Should a group of two (2) or more employees who have a 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 grievances, they may, provided it is done with reasonable promptness, present such matter in writing signed by each such aggrieved employee to the appropriate management representative, setting out sufficient detail to define the issue. **Collective Grievances shall be administered in the same manner as Individual Grievances and such grievance shall commence at Step 2 of the grievance procedure.**

7.07 COMPANY/UNION GRIEVANCE

Should any grievance arise directly between the Company and the Union it **shall be administered in the same manner as Individual Grievances and such grievance shall commence at Step 3 of the Grievance Procedure.**

7.08 WARNINGS, SUSPENSION OR DISCHARGE

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

It is understood that a warning shall be considered any warning (including verbal) that is reduced to writing and becomes part of the employee's discipline file.

- (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.

7.09 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 - Plant Manager

7.10 GENERAL

Should any employee, employees, the Union or the Company take advantage of the procedure provided herein for the hearing of 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. Should the time limits provided herein fail to be followed by the aggrieved party, the matter shall be deemed to have been abandoned, unless such time limits are extended by written agreement of the Company and the Union. In determining such time limits, no account shall be taken of the day on which the 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. Step 2 meetings shall occur every Thursday. Step 3 meetings are to take place on the second Friday of each month, or more frequently as required. If a holiday falls on any of these Fridays, then the preceding Thursday will be scheduled.

7.11 **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.

7.12 **ARBITRATION**

Should any grievance (as defined in clause 7.04 (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 twenty (20) working days from the giving of the latest decision referred to above, be referred either by the Company or the Union to arbitration. It is understood and agreed that complaints and misunderstandings as referred to in clause 7.04 (b) hereof, shall not be arbitratable. All arbitration proceedings shall be held in **the GTA (Greater Toronto Area)**.

ARTICLE 8 – SENIORITY

- 8.01 (a) Seniority of an employee shall mean the length of his/her unbroken service; after completion of the probationary period at the Weston Plant as outlined in Article **2.02** hereof; with the Company in the Bargaining Unit covered by this Agreement, except as provided in clauses 8.01 (b),(c) **and (d) below.**
- (b) It is agreed that clause 8.01 (a) above shall not be applied to alter any seniority date which has been established prior to the effective date of this Agreement.
- (c) An employee who is or has been transferred from the Bargaining Unit to a job with the Company outside the Bargaining Unit may then return to the Bargaining Unit only to fill a vacancy which would otherwise be filled by a new hire. In such a case, the employee's seniority date would be the date on which he/she re-entered the Bargaining Unit.
- (d) Employees who transfer to the Company's Weston location, who have completed their probationary period prior to their effective date of transfer shall not be required to re-serve a probationary period at Weston. Employees who transfer and who have not completed their probationary period shall be required to complete that period in accordance with the Collective Agreement but shall receive credit for days worked at his/her previous location.**

(e) In any event, an employee who transfers from any other location of the Company, he/she will have their seniority standing at Weston determined by his date of hire at the Weston location and his/her Company Service date shall be maintained for the purpose of Vacation Entitlement and Pension, if applicable

8.02 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.

8.03 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 without an excuse satisfactory to the Company. Such excuse shall not be unreasonably denied; or
- (f) otherwise ceases to be employed by the Company.

8.04 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.

8.05 **JOB POSTING**

(a) When a regular full-time job becomes vacant (other than a vacancy of the type referred to in clause **8.05 (e)** hereof), the Company shall post a notice of such job vacancy on the Union bulletin board for a period of seven (7) calendar days. **All job postings must include department, function, wage rate, shift, working days and start-time.** During that period, any **interested** employee **must submit a** written application for the vacant job **and receive a signed confirmation with date of his/hers written application from Management.** All such applications will receive consideration in accordance with the provisions of clause **8.04** hereof.

(b) The Company will select the successful applicant within five (5) working days of the close of the posting period and will within a further three (3) days, advise the employees concerned of its decision by posting that information on the bulletin board. **The Company will begin the training for the successful applicant(s) within three months from the award date of the Job Posting.** As per **8.05 (a)**, where a senior employee is denied a posting, the reason for the denial shall be provided **in writing to the Union.**

(c) The first two job vacancies which may be created as a result of the selection of an employee under the provisions of **8.05 (a)** and (b) hereof shall also be posted in accordance with the provisions of those paragraphs.

(d) If an employee was absent on vacation or an approved absence at the time of posting of a job for which he/she is qualified, he/she may apply for consideration for the job within five (5) days of his/her return to work, and if accepted by the company, he/she shall then displace any employee previously selected to fill such vacancy.

(e) Any job vacancy (or vacancies) which may be created as a result of the selection of an employee to fill a job vacancy posted under the provisions of **8.05 (c)** may be filled by

the Company in accordance with the provisions of clause **8.04** hereof, but posting of such ensuing vacancy (or vacancies) shall not be required.

- (f) When an employee has received a change of job or shift assignment under the provisions of this clause 8.05, he/she shall not be entitled to apply for a posted vacancy during the following six (6) months, unless such job vacancy is in a Wage Bracket higher than his/her own.

Employees who have been accepted into the positions of "**QC Technician**" or "Syrup Maker" either by posting or through application for training will have 30 days of training to decline the position. This language applies to the positions of "**QC Technician**" and "Syrup Maker" only. All other positions will be bound by Article 8.07.

- (g) While the intent of this clause is to provide employees with a means of expressing personal preference in the assignment of their regular duties, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.
- (h) A copy of each job posting and notice of successful applicant will be given to the Local Union.

- 8.06 (a) It is understood and agreed that the provisions of clause **8.05** shall apply only in the case of "permanent" vacancies. However, when there is a temporary vacancy (including vacancies created by the addition of temporary shifts), and the Company expects such work to be available for a period in excess of five (5) working days, the Company shall, in so far as the requirements and efficiency of operations will permit, make such temporary assignment available to qualified employees on a seniority basis. For this purpose, seniority shall be recognized by Job Classification, within the following departmental groupings:

| | | |
|-----------------------|-----------------------|----------------------|
| General Duties | Forklift Operators | Shippers & Receivers |
| Filler Operators | QC Technicians | Syrup Makers |
| Transport Operators | Stationary Engineers | Maintenance |

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.

- (b) When in the judgement of the Company it is practical, appropriate and timely to do so, the Company will make available to employees who are likely to be candidates for a promotion (and who would otherwise be qualified for such promotion) or who are likely to be subject to layoff, the opportunity of receiving such training as may be necessary to enable them to satisfactorily perform the work so made available to them. An employee

who has received such training shall not then be entitled to refuse an assignment to the position for which he/she has been trained. Such training will not be unreasonably denied or delayed.

8.07 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 **8.04** hereof shall be observed. It is understood, however, that this clause **8.07** 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.

8.08 LAYOFFS

Whenever layoffs are necessary, they shall be accomplished as follows:

- (a) The Company shall first layoff temporary employees and then probationary employees. If further reduction of staff is required, the Company shall then layoff regular employees **by seniority within the affected job classification** it being understood that in this instance, seniority is reversed (i.e. the most junior person will be the first laid-off). If any regular employee is to be laid off for a period of more than five (5) working days, he/she shall receive five (5) working days written notice of such layoff and the Union shall be provided with a copy of same. **Records of Employment shall be supplied to Service Canada for all employees who are on layoff in accordance with Service Canada requirements. Layoff notices will expire after three (3) months.**

It is mutually agreed that for the purposes of administration of the foregoing paragraph, the term "**by seniority within the affected job classification**" shall mean that the following procedure will be **applied**:

- (i) Any regular employee for whom work is not available may displace the least senior employee within the same shift and **job classification**, providing he/she has greater seniority.
- (ii) The employee displaced in (i) above may then displace the least senior employee within the same shift, providing he/she has greater seniority
- (iii) The employee displaced in (ii) above may then displace the least senior employee within **any job classification** given preference to the shift by seniority.

For this purpose, the expression "**job classification**", shall be defined by:

| | | |
|------------------------------|------------------------------|----------------------|
| <u>General Duties</u> | Forklift Operators | Shippers & Receivers |
| Filler Operators | <u>QC Technicians</u> | Syrup Makers |
| Transport Operators | Stationary Engineers | Maintenance |

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.

- (b) The Company shall maintain a list of employees (other than probationary or temporary employees) laid off by it within the prior eighteen (18) months and such list shall show the seniority of such employees. A copy of the daily layoff list will be provided to the local plant President of the Union. When workers are required, the layoff list will be examined and, to the extent of the number of jobs available, the employees listed therein will be recalled from layoff in accordance with the provisions of clause **8.04** hereof.
- (c) **RECALLS**
If an employee has been laid off from his/her job under clause 8.08(a), and recalled to his/her job, he/she will be subject to the following special rules, in accordance with the provisions of Article 8.04:
- (i) **If employees are needed for recall, such recall shall take place in accordance with their seniority if they can satisfactorily fulfil the normal requirements of the job.**
- (ii) **Employees must accept the recall assignments to which their seniority entitles them.**
- (d) **Employees being recalled shall be notified by telephone as soon as is practical. The Company shall maintain an automated record of such calls which will indicate the date, time and duration of the call being made. It shall remain the responsibility of the employee to ensure that the Company and the Union has one principal up-to-date telephone number. In the event that an employee is unable to be reached by telephone, the Company will move to the next name on the recall list, and shall then send a registered letter to the employee requesting him/her to notify the Company if they wish to remain on the seniority list. Failure to respond to the registered letter within five (5) working days of receipt shall result in the employee's name being removed from the seniority list. However, if the employee calls back before the complement of work is filled, they will be allowed to work. Employees being recalled shall work a normally scheduled shift or remainder of a regular scheduled shift.**
- (e) 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, **lieu days**, and be paid accordingly. The Company will honour such requests, provided that the employee has sufficient unused vacation entitlement, **lieu days** to accommodate the request.

SUPER SENIORITY

- (f) Notwithstanding their seniority, the Union's Stewards, President and Financial Secretary, all of whom must be regular full-time employees shall, when layoffs occur, retain their shift status if possible, or otherwise retain a job that they are willing and qualified to perform. At any rate, no more than one (1) regular Steward shall be retrained per shift due to such super seniority.
- 8.09 The Company shall ensure that the Local Union President will be assigned to a 5x8 hour day shift.
- 8.10 The parties agree that the Syrup **Maker** and **QC Technician job classifications** at Weston 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:

- i) Employees will be allowed to apply to be trained in the **above job classifications**. The Union will encourage senior employees to apply for this training.
- ii) Employees so chosen will be trained in these functions within six (6) months of applying.

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 during the shift where a majority of hours are worked.

9.02 For the purposes of this Agreement, time worked shall be calculated in units of six (6) minutes and periods of work of less than six (6) minutes per day shall be disregarded.

9.03 The basic work week for regular full-time employees shall consist of either five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days totalling forty (40) hours in a week. Temporary employees will be assigned work subject to Article 2.05 on an as needed basis. The Company does not guarantee, however, to provide work for any employee nor to maintain the work week or working hours presently in force.

Employees on a 5 x 8 shift scheduling shall not be required to work, as part of their regularly scheduled shift, on both a Saturday and a Sunday.

9.04 Overtime at the rate of time and one-half (1½) will be paid for all hours worked in excess of an employee's eight (8) or ten (10) hour day or on a scheduled day off. An employee who works on his/her second or third scheduled day off shall be compensated at the rate of double time for hours worked.

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

| | |
|--------------|---------|
| For Saturday | \$ 2.25 |
| For Sunday | \$ 2.50 |

For work performed by him/her and required by the Company, unless he/she is entitled under the other provisions of this Article to be paid at the rate of one and one-half (1½) 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.

9.06 Every regular full-time employee shall be paid at the rate of two (2) times his/her hourly rate for all work performed and required by the Company on a day which is observed as a paid holiday under the provisions of Article 11 hereof.

9.07 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 or ten (10) hours, he/she shall be granted a rest period of fifteen (15) minutes, with pay, before commencing such additional work. 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.

9.08 (a) 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.

- (b) Having regard to the fact that the Company's Weston facility is a manufacturing operation that operates its production lines on a continuous basis throughout the shift (i.e., does not stop for employee break periods), the Company will provide two (2) break periods of nineteen (19) minutes each for production employees who work ten (10) hour shifts as a direct part of the production line process. Such break periods will be arranged as near the midpoint of each one-half (1/2) shift as possible. All other employees shall be provided breaks as provided at Article 9.08(a), above.

- 9.09 (a) The Company and the Union agree that management of scheduled overtime is of critical importance to the Company.

Therefore, if an employee:

- (1) has agreed to work scheduled overtime;
- (2) has indicated this agreement by signing the "overtime List";
- (3) fails to show up for this overtime work for three (3) consecutive overtime shifts for which he/she has agreed to work; and
- (4) does so without justifiable cause

that employee shall be denied an opportunity for any overtime work for a sixty (60) day period immediately following the last date of failure to work.

- (b) The Company will assign **scheduled** overtime work as operations permit (i.e. overtime scheduled at least 24 hours in advance) on the following basis. Such opportunity will first be made available on a seniority basis to those regular employees who are capable and qualified to perform the overtime work.

In the case of unscheduled overtime, other than overtime to be performed as a continuation of work in process, the Company will make such overtime available, as operations permit, on a seniority basis to those posted regular employees who normally perform the work and who are available on the Company's premises at the time such overtime is to commence. If the Company's needs cannot be met in this way, then the overtime will be offered in seniority order to employees who are available on the Company's premises at the time the 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. 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 who are capable of satisfactorily performing the work required. For the purposes of replacing absenteeism only, on scheduled overtime the Company shall first offer such assignment to those employees who signed the scheduled overtime list prior to offering assignment by overall seniority.

(c) **UN-SCHEDULED OVERTIME**

In the case of unscheduled overtime, other than overtime to be performed as a continuation of work in process, the Company will endeavour, in so far as the

requirements and efficiency of operations will permit, to make such overtime available on a seniority basis to regular employees on the following basis:

- (i) regular employees in the classification; and then**
- (ii) regular employees in any classification; and then**
- (iii) any probationary and temporary employees in the appropriate classification;**

and who make themselves available and are still punched in on the clock, on Company time, when such overtime is to commence and who are capable of satisfactorily performing the work required. If the unscheduled overtime work is for a pre-shift period the overtime shall be offered and assigned in the same manner as above to employees on that incoming shift.

It is understood that to facilitate the distribution of overtime work, employees may be required to indicate their desire for such assignments by signing an "employees available for overtime" list and that repeated refusal of overtime work after having indicated availability for such assignments may result in that employee being excluded from further consideration under these provisions. It is further understood that in the event that all overtime requirements cannot be filled on a voluntary basis, such work may then be assigned (subject to applicable law) on a reverse-seniority basis to those employees in the appropriate seniority group who are capable of satisfactorily performing the work required. For the purposes of replacing absenteeism only, on scheduled overtime the Company shall first offer such assignment to those employees who signed the scheduled overtime list prior to offering assignment by overall seniority.

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/she has returned to work following the period of his/her vacation.

- 9.10 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.
- 9.11 An employee who reports for work at his/her scheduled time, not having been previously notified to the contrary, shall be entitled to a minimum of four (4) hours pay at the rate of pay to which he/she would have been entitled for the work he/she had been scheduled to perform on that day, but it is agreed that he/she shall perform any suitable work for this four (4) hour period, if so required. However, it shall remain the responsibility of an employee who has been absent from work to check with the Company to determine if work is available before returning and failure to do so shall result in his/her being considered as unavailable for work on that shift. If an employee is absent from work with approval on a Friday, it will be presumed that he/she will be available for work on the following Monday, unless he/she advises the Company to the contrary. Therefore, should such an employee be unable to report by Monday, he/she must notify the Company to that effect prior to his/her scheduled starting time.
- 9.12 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. The Company will provide as much notice as possible of any shift changes, as operations permit.

The Company will endeavour, insofar as it reasonably can, to give **forty-eight (48)** hours notice of a change in shift starting time to those employees who will be directly affected by such change. In addition, the Company will endeavor to give up to two weeks notice when other scheduling changes are required, including changing existing work schedules to different days of the week. This two week notice provisions shall not apply in cases where employees who would otherwise be laid off, are required to change shifts in order to avoid being laid off.

9.13 A Maintenance Mechanic, **Stationary Engineer** or Electrician who is required by the Company to be 'on call' when off duty shall be paid the greater of;

(a) 50% of his/her regular hourly rate for each hour he/she has 'on call' responsibility to a maximum of four (4) hours **on an eight (8) hour shift, five (5) hours on a ten (10) hour shift, and six (6) hours on a twelve hour shift;**

OR

(b) the applicable overtime rate for all hours worked if he/she is actually 'called out' to work on a day when he/she has 'on call' responsibility.

It is understood that Article 9.11 does not apply in the foregoing circumstances.

ARTICLE 10 – NIGHT SHIFT PREMIUM

10.01 Every hourly-rated employee shall be paid a night shift premium of \$1.00 per hour for work performed by him/her and required by the Company after four (4:00) p.m. in a day and before seven-thirty (7:30) a.m. in the following day, provided however, that such premiums shall not be paid for any time worked in respect of which overtime premium is payable. For the purposes of this Agreement, such night shift premium shall not be considered as forming part of an employee's hourly rate.

ARTICLE 11 – HOLIDAY PAY

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

DAY OF NEW YEAR'S EVE
NEW YEAR'S DAY
DAY AFTER NEW YEAR'S DAY
FAMILY DAY
GOOD FRIDAY
EASTER MONDAY
VICTORIA DAY
CANADA DAY
CIVIC HOLIDAY

LABOUR DAY
THANKSGIVING DAY
DAY BEFORE CHRISTMAS
CHRISTMAS DAY
BOXING DAY

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

11.02 Should any of the holidays mentioned above fall on a Saturday or on a Sunday, the regular working day which is closest thereto will normally be designated as the holiday. If, however, any question should arise as to the day in the year to be designated as any one of the holidays mentioned above, the Company shall decide the question for purposes of this Agreement. If an employee (other than a Stationary Engineer) should be scheduled to have one of his/her regular days off on a day designated as a day to be observed as a holiday, that employee shall be allowed another day off with pay in lieu of the holiday with pay and, for purposes of this Agreement, such lieu day will be considered as his/her "holiday."

11.03 Each employee who has completed his/her probationary period shall receive holiday pay for each such holiday, provided that he/she is at work on his/her last regular workday before the holiday and his/her first regular workday after the holiday. An employee's holiday pay for each such holiday, shall be an amount equal to his/her regular hourly rate, multiplied by eight (8), ten (10) **and twelve (12)** as the case may be.

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 classification in which he/she works on the day following the holiday.

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

- (a) is paid for under the provisions of clause 15.01 hereof (Bereavement Pay); or
- (b) is paid for under the provisions of clause 16.01 hereof (pay for Jury or Witness Duty); or
- (c) has been approved by the Company; or
- (d) is due to a layoff which commenced not more than five (5) working days prior to the holiday or on the first work day after the holiday,

provided, however, that such holiday pay shall not be payable if the employee is eligible for full or partial payment for the day on which the holiday is observed under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Company's Extended Group Insurance Plan, Workplace Safety and Insurance, Employment Insurance, Government Pension Plan, etc.).

ARTICLE 12 – VACATION

12.01 Every employee who, during the life of this Agreement, completes a year of continuous employment with the Company will qualify for a vacation with pay.

- 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 calendar year in respect of which the vacation is granted including any premium pay (overtime, night shift, etc.) and pay for time not worked (vacation, observed holidays, sick pay, etc.).
- 12.04 Schedule of Vacation With Pay Entitlement During The Life of this Agreement:

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

- 12.05 If an employee's vacation pay calculated on the basis of his/her regular hourly rate, multiplied by forty (40) hours for each week of vacation to be taken would be greater than the amount to which he/she would be entitled under clause 12.04 above, then he/she will be paid the greater amount; provided, however, that if the employee has worked in more than one Wage Bracket during the preceding year, the calculation shall be made using the then current rate for the lowest such Wage Bracket; and provided further that if, during the year of service in respect of which the vacation is granted, the employee has been absent from work (in the aggregate) for more than twenty-five (25) working days due to layoff, or for more than ninety (90) working days for any other reason other than an absence on 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 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 **shall be taken no later than November 30th of each year**, 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.
- 12.08 Every employee will be paid, the vacation pay **at their regular rate** to which he/she is entitled. On completion of that calendar year, he/she will receive a vacation pay adjustment based on **his/her T4 earnings by February 28th**.
- 12.09 (a) Employees who are entitled to either two (2) or three (3) weeks of vacation may take up to two (2) weeks vacation during the period between the third Monday in May and the third Friday in September.

- (b) Employees who are entitled to four (4) or more weeks of vacation may take up to three (3) weeks vacation during the period between the third Monday in May and the third Friday in September.
- (c) The tentative list of summer vacations will be posted not later than February 15th of each year.
- (d) The vacation schedule will be finalized and a list of vacations posted on the Company's bulletin board not later than March 15th of each year. Subject to the provisions of clause 12.09(g) hereof, the schedule will not thereafter be changed without the mutual consent of the Company and the employees who would be affected.
- (e) Subject to the limitations of clauses 12.09(a) and (b) and to the terms of clause 12.09(f) hereof, preference in regard to the available vacation date will be given in order of seniority.
- (f) For the purpose of determining the choice of vacation periods (but for that purpose only), seniority shall be applied, by shift (day, afternoon, and night) and by the following job classifications:

| | | |
|----------------------|-----------------------|----------------------|
| Filler Operators | <u>General Duties</u> | Forklift Operator |
| Shippers & Receivers | <u>QC Technicians</u> | Stationary Engineers |
| Maintenance | Syrup Makers | Transport Operators |

- (g) Notwithstanding the other provisions of this clause 12.09, it is agreed that:
 - (i) if, following confirmation of the vacation schedule an employee receives, under the provisions of the job posting procedure, a change of job which places him/her on a different shift and/or in a different departmental grouping (as referred to in this clause 12.09), his/her vacation period(s) may then be rescheduled and will be subject to the prior preferences of employees already in the vacation grouping to which he/she is transferred, and
 - (ii) any vacation granted to an employee during a time when he/she is on temporary transfer to another job or shift shall be taken in accordance with the vacation schedule for the department/shift to which he/she is temporarily assigned and shall be subject to the prior preferences of the employees regularly assigned to such department/shift; provided, however, that if such temporary transfer is a mandatory re-assignment by the Company to meet the needs of the business, every reasonable effort will be made to accommodate the affected employee's original vacation preferences.
- (h) It is agreed that this clause 12.09 shall not be construed as preventing the Company from granting vacation periods in excess of the minimum periods set out above, if it believes the particular circumstances are such that this may be done without adversely affecting the requirements and efficiency of operations.

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

- (a) If the employee has not completed his/her first year of continuous employment, he/she

will receive as vacation pay on termination the applicable percentage of his/her total earnings during the period of his/her employment, less any vacation pay already granted.

- (b) If the employee has completed one or more years of continuous employment and has taken all of the annual vacation to which he/she was entitled, in respect of his/her last completed year of continuous employment, he/she will receive as vacation pay on termination the applicable percentage of his/her **year to date** total earnings until the date of termination, less any vacation pay already granted in respect of the uncompleted year of continuous employment.
- (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 the applicable percentage of his/her **year to date** total earnings, less any vacation pay already granted in respect of that year.
- (d) The applicable percentage of earnings as referred to in (a), (b), and (c) above will be, during the life of this Agreement:

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

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

ARTICLE 13 – LONG SERVICE LEAVE

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

Regular full-time employees who are hired by the Company after July 17, 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 by September 30th, the items of Standard Work Clothing, to the total amounts specified in the following schedule:

All employees other than temporary employees

- 3 Trousers
- 4 Shirts
- 4 T-Shirts
- 2 Sweatshirts
- 1 Baseball Cap

Temporary employees shall receive a Company clothing issue of four (4) t-shirts and one (1) baseball cap and will be required to purchase pants in accordance with the Company uniform standards.

Maintenance employees, in lieu of these, if so determined by the employee, **receive** four (4) Standard Coveralls (**allowance for cleaning one (1) per week**).

Note: Should an employee so desire he/she may:

- receive an extra pair of Trousers in lieu of two (2) Shirts, or vice-versa;
- receive one (1) Shirt in lieu of two (2) T-Shirts
- where the Company considers it to be appropriate, receive one (1) or more pairs of Coveralls in lieu of Shirts and Trousers, on the basis of one (1) pair of Trousers and two (2) Shirts being the equivalent of one (1) pair of Coveralls
- receive one (1) Cap or one (1) Toque in lieu of one (1) Shirt
- may receive one (1) or more pair of Shorts in exchange for one (1) or more pair of Trousers.

If an employee is posted to a position with a greater Standard Work Clothing allowance for a period of one (1) year or longer, the employee will receive the greater Standard Work Clothing allowance.

14.02 In addition to the above Standard Work Clothing, the following posted classifications shall receive the following allotments:

Transport Operator – one (1) 3-in-1 Jacket and one (1) toque every year of this Agreement and one (1) Vest in each two (2) year period

Stationary Engineer/Forklift Operator (outside worker)/Sweeper Operator (outside worker) – one (1) 3-in-1 Jacket and one (1) toque over the life of this Agreement

QC Technicians – three (3) Lab Coats in the first year of this Agreement

Syrup Makers – 1¾ length Parka and one (1) toque in the first year of this Agreement

14.03 The quantities listed 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 shall wear such uniform during his/her working hours and must clean and maintain such clothing. All such clothing worn shall be the current uniform issue only.

14.04 Following completion of the probationary period, new regular employees will be issued work clothing as soon as practical and such first issue will be a full year's entitlement, as set out above (in second and subsequent years of employment, the employee will receive the regular semi-annual issue).

14.05 When a regular employee qualifies for issue of safety boots he/she may purchase approved safety

boots or shoes from the supplier of his/her choice. On presentation to the Company of evidence of purchase of approved boots, the Company will, effective **August 12, 2010** reimburse such employee up to the maximum safety boot allowance of \$175 per employee, per contract 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 any additional safety footwear purchased for at-work wear must meet the same specifications.

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

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

ARTICLE 15 – BEREAVEMENT PAY

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

ARTICLE 16 – PAID TIME OFF

16.01 Jury Duty

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

16.02 Sick Pay

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

(½) day credit for each completed month of continuous employment.

- (c) No payment shall be made under this clause 16.02 for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan, WSIB, Employment Insurance, Government Pension Plan, etc.).
- (d) An employee who, at the conclusion of the contract year, has an unused sick pay credit of at least five (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 day of illness, leaving 5 days sick pay credit remaining, shall not disqualify an employee from the provisions of this paragraph 16.02(d)); or
 - (ii) a paid absence referred to in paragraph (c) above; or
 - (iii) an unpaid absence for bereavement, the birth of a son or daughter, or because of the closing of the plant by the Company due to an Act of God;

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

- (e) An employee who is entitled to a 5-day paid leave of absence under clause 16.02(d) may, if he/she so desires, elect to receive a cash payment at his/her regular rate of pay for the five (5) or six (6) days of unused sick pay credit, as applicable, in lieu of the paid leave of absence.
- (f) Notwithstanding the foregoing, an employee scheduled for a 4x10 hour work week may draw sick pay in units of eight (8) hours for each day of absence, up to the annual maximum of 48 hours of paid absence due to illness.
 - (g) The Company will reimburse an employee whom it requires to bring in a completed Functional Abilities Form toward the actual Doctor's fee for same.
 - (h) Employees absent from work due to illness shall be required to report such illness in advance of one (1) hour.

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 If a delay exists in receipt of payment by the Workplace Safety & Insurance Board or payment by the insurance carrier of Weekly Income Benefits, an employee shall receive a pay advance of \$1,000 every two weeks upon request. The employee will be required to sign the "Request for Pay Advance" form, a copy of which is attached to the Collective Agreement. Such pay advances

are subject to the terms and conditions set out on the form.

ARTICLE 17 – WAGES

17.01 (a) The following wage rates and job classifications shall be maintained during the life of this Agreement:

| Classification | Year 1 | Year 2 | Year 3 |
|-----------------------|---------------|---------------|---------------|
| General Duties | \$26.54 | \$26.93 | \$27.33 |
| Forklift Operator | \$26.54 | \$26.93 | \$27.33 |
| Filler Operator | \$26.81 | \$27.21 | \$27.61 |
| Shipper/Receiver | \$27.34 | \$27.75 | \$28.16 |
| QC Technician | \$28.27 | \$28.69 | \$29.12 |
| Syrup Maker | \$28.27 | \$28.69 | \$29.12 |
| Transport Operators | \$28.34 | \$28.76 | \$29.19 |
| Stationary Engineer | \$28.83 | \$29.26 | \$29.69 |
| Electrician | \$34.86 | \$35.38 | \$35.91 |
| Maintenance Mechanic | \$34.36 | \$34.87 | \$35.39 |

(b) Hourly wage rates for Temporary Warehouse/Production employees shall be as set out below:

| Year 1 | Year 2 | Year 3 |
|----------------|----------------|---------------|
| \$17.55 | \$17.55 | 17.55 |

17.02 (a) Lead Hands may be utilized in the Quality Control, Skilled Trades, Warehouse and Production Departments. Such Lead Hands will technically direct and co-ordinate the work of employees under the direction of his/her Supervisor/Manager. However, they shall not have the authority to schedule, hire, suspend, dismiss or discipline employees. Lead Hands shall receive a premium of \$2.00 per hour.

(b) Should a situation arise where the actions and/or comments of a Lead Hand are not consistent with a policy of the Company are contrary to this Collective Agreement, then a meeting to resolve the matter shall be convened within the timelines set forth in the Collective Agreement between the appropriate Company and Union representative. The Company shall have the sole discretion in determining lead hand appointments.

(c) The Job Rate for a Lead Hand will be determined by adding a wage differential of two dollars (\$2.00) per hour to the Job Rate shown above for the highest classification of work normally performed by the persons regularly led by that Lead Hand. A Stationary Engineer who is designated by the Company as the “Chief Operator” shall receive a Premium of \$2.00 per hour.

17.03 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 and 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 and seventy-five cents (\$1.75) per hour less than the Job Rate of the job to which he/she is assigned, and
 - (c) thereafter at the Job Rate of the job to which he/she is assigned.
- 17.04 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) 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 AND/OR TECHNOLOGICAL CHANGE

- 18.01 (a) If, during the life of this Agreement, the Company wishes to make an operational and/or technological change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications or which would result in the layoff of any regular employee, the Company agrees that, before introducing such operational and/or technological change, it will meet with the Union to discuss the matter and to attempt to resolve the problems created by such operational and/or technological change, as well as to attempt to lessen the impact of such operational and/or technological change on the employees affected.
- (b) If, as a result of an operational and/or technological change in the Company's operations, an employee is assigned to a job having a lower rate of pay than the rate of pay he/she formerly received, he/she shall continue to be paid at his/her former rate of pay until the job rate for his/her new classification equals his/her former rate.
- (c) If a regular employee should be displaced from his/her job by reason of an operational and/or technological change in the Company's operations, and provided the employee has the necessary qualifications to perform the work available after a reasonable training period, the Company shall arrange, where feasible, for him/her to receive such training.
- (d) Should any major operation currently being performed by the bargaining unit be transferred from **the Weston** location to another company location or a related Company location within a one-hundred (100) mile radius of the Weston Plant, then the employees who have been performing this work shall, to the extent required, be transferred to the new location, with full seniority, if they so desire.
- In addition, if employees transferred under this provision represent a majority of employees at the new location, the Union will be recognized as representing all employees at such location and the terms and conditions of this Agreement will be deemed to apply to them for the balance of its duration.
- (e) (i) If, as a result of the movement of work in (d), a seniority employee does not immediately have the opportunity for regular full time employment at either the

new location or Weston, 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.

- (ii) The parties agree that should the above paragraph be implemented, they will meet forthwith to discuss possible enhancements to the severance amounts. It is agreed and understood that the commitment to meet and discuss this matter is not binding with respect to increasing these amounts.
 - (iii) 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 55 and whose combined age plus years of service equals 80 or more at the time of the movement of work will have the opportunity to retire and receive an enhanced supplementary benefit.
 - (iv) 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 Weston immediately prior to the move. Preference for electing the package will be determined by seniority. 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 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 the applicable relevant provisions contained in the Pension Letter of Agreement.
- (f) The Company will provide its employees and the Union with 120 days notice in the event of a plant closure, 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 will make all reasonable provisions for the health and safety of the employees during working hours and will furnish adequate facilities and equipment for that purpose. The Company and the Union mutually agree that employees should be encouraged to co-operate in the maintenance of healthy and safe working conditions, in the proper use of protective clothing and equipment, and in the observance of all safety rules.
- 19.02 To further the above-mentioned objectives, it is mutually agreed that a Joint Health and Safety Committee shall be maintained. The members of such Committee shall receive training appropriate for their responsibilities.

ARTICLE 20 – WORK OF BARGAINING UNIT

20.01 Plant **Managers/** Supervisors will not perform work customarily performed by employees in the bargaining unit, except:

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

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

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

(c) If the Company plans to contract out work beyond that permitted by (a) or (b) above, it will give the Union written notice of such intention. The parties shall meet immediately thereafter, at which time the Company will provide particulars of the proposed contracting. The parties will attempt to agree on ways to minimize the impact of the contracting on the bargaining unit employees and/or will attempt to seek mutually acceptable arrangements which will produce comparable business results for the Company. Any arrangement mutually agreed upon at or following these discussions shall not be considered a violation of this Article.

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

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

ARTICLE 21 – HEALTH INSURANCE PLANS

21.01 (a) It is agreed that, subject to any future legislation affecting such matters, the Company's Extended Group Insurance Plan (which provides Life, Major Medical, Weekly Income and Dental Care Benefits) will be continued in force during the life of this Agreement. In addition, improvements will be implemented as set out below:

Life Insurance

Effective on the date of ratification of this Agreement, coverage will be \$70,000.

Accidental Death & Dismemberment

Coverage of \$140,000 (single coverage).

Weekly Income Benefits

The Weekly Income Benefits will be sixty-six and two-thirds (66-2/3%) percent of regular straight time earnings to a maximum of \$650/week, up to a maximum of thirty-nine (39) weeks.

Dental Care Plan

The calendar year maximum Routine/Major Treatment benefit per individual is \$2000 and the lifetime maximum Orthodontic Treatment benefit is \$3000 per child.

Supplemental Medical Plan

- The Vision Care benefit will provide a maximum reimbursement of \$275 per insured family member in each twenty-four (24) month period. Such amount may be applied to laser eye surgery.
- Coverage for Speech Pathologist of \$750.00 per calendar year.
- Coverage for Psychologist of \$400 per calendar year.
- Coverage for Chiropractic of \$350 per calendar year.
- Coverage for Osteopath/naturopath/Podiatrist \$350 per calendar year.
- Coverage for Orthopaedic Shoes \$300 per calendar year.

Effective on the date of ratification of this Agreement, to provide coverage for reasonable and customary charges for one (1) vision exam in each twenty-four month period.

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

Effective on the date of ratification of this Agreement, \$20,000 annual for drugs and other expenses combined (Part A).

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

- (b) Details of the Long Term Disability Plan are set out in a Letter of Agreement attached hereto.
- (c) The Company will continue to pay the full premium for Life, Supplemental Medical Coverage, Weekly Income Benefit premium and Dental Care premium.

21.02 It is further agreed that, in consideration of improvements contained in this and prior Agreements, and subject to the provisions of the 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 – PREGNANCY AND PARENTAL LEAVES

22.01 Pregnancy and Parental Leaves shall be granted to employees in accordance with the *Employment Standards Act, Ontario*, as amended from time to time.

ARTICLE 23 – TOOL REIMBURSEMENT

- 23.01 Journeyman Production Equipment Maintenance Men, Journeyman Electricians and Journeyman Auto Mechanic shall maintain their own tool kits. Subject to pre-approval by the Maintenance Manager and upon presentation of an original receipt for expenses, the Company will reimburse employees in the above classifications up to an annual maximum of \$500 for the purchase of required work tools.
- 23.02 Stationary Engineers shall maintain their own tool kits. Subject to pre-approval by the Maintenance Manager and upon presentation of an original receipt for expenses, the Company will reimburse employees in the above classification up to an annual maximum of \$ 400for the purchase of required work tools.
- 23.03 There shall be carry over from year to year over the life of the agreement for the reimbursement provided in Article 23.01 and 23.02.**

ARTICLE 24 – PAID EDUCATION LEAVE

- 24.01 Effective on the date of ratification of this Agreement, the Company will pay into a special fund four cents (\$.04) 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 will be paid on a quarterly basis into a trust fund established by the C.A.W. – Canada for this purpose.
- 24.02 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.
- 24.03 Employees on Paid Education Leave will continue to accrue seniority and benefits during such leave.

ARTICLE 25 – SOCIAL JUSTICE FUND

- 25.01 Effective on the date of ratification of this Agreement, the Company will contribute two cents (\$.02) per hour per employee to the C.A.W. Social Justice Fund. Such monies will be paid on a quarterly basis into a trust fund established by the C.A.W. – Canada for this purpose.

ARTICLE 26 – DURATION OF AGREEMENT

26.01 This Collective Agreement shall be effective from the date of ratification of this Agreement and shall expire on **August 16, 2013**.

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 **11th** day of **February, 2011**.

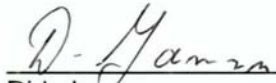
FOR THE UNION



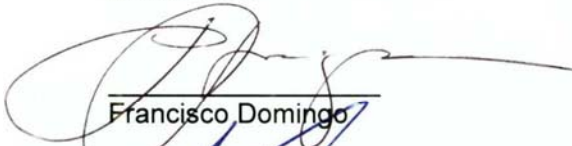
Mario Romano



Mike Reuter



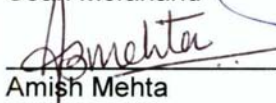
Dirk Janzen



Francisco Domingo

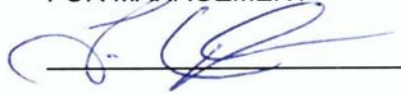


Sean McFarland

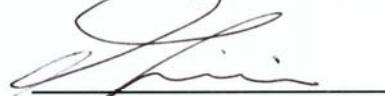


Amish Mehta

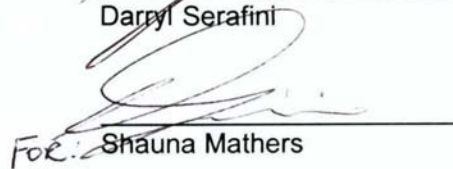
FOR MANAGEMENT



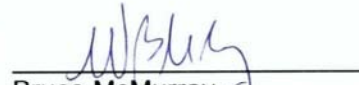
Todd Cunningham



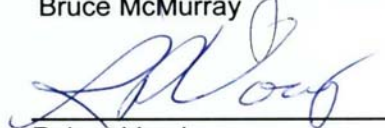
Darryl Serafini



Shauna Mathers



Bruce McMurray



Robert Voorberg

Letter #1 – Individual Preferences

LETTER OF INTENT

Between:

National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Individual Preferences

The purpose of this letter is to confirm the Company's intentions **under clause 8.06 (a)** with respect to its endeavours to accommodate the individual preferences of employees in regard to their regularly assigned duties.

1. It is expressly agreed that the **classifications** set out in **8.06(a)** 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 **any** Job Classification .
2. Notwithstanding anything herein contained, it is mutually understood and agreed that inability to meet satisfactory standards of performance may be grounds for a non-disciplinary change of assignment within **any** Job Classification.

FOR THE UNION

[signed]
Mario Romano

[signed]
Mike Reuter

[signed]
Dirk Janzen

[signed]
Francisco Domingo

[signed]
Sean Mcfarland

[signed]
Amish Mehta

FOR THE COMPANY

[signed]
Todd Cunningham

[signed]
Darryl Serafini

[signed]
Shauna Mathers

[signed]
Bruce McMurray

[signed]
Robert Voorberg

LETTER OF INTENT

Between:

National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Collective Agreement Executed on April 24, 1998

Notwithstanding any of the provisions of the Collective Bargaining Agreement between us, the parties hereto mutually understand and agree that at 24 Fenmar Drive:

If the Company's production needs cannot be efficiently met within the confines of a Monday to Friday, forty (40) hour work week, then the Company may, in the absence of arrangements for continuous operations, satisfy its production needs by requiring scheduled overtime of its regular employees, by the hiring of additional temporary help, by producing certain goods at other Company locations, by the contracting out of certain of its production needs, or by any other combination of these and/or other alternative methods for the securing of the required production volumes.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Long-Term Disability Plan

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

1. A Weekly Income Benefit (WIB) Plan is provided by the Company which provides a 39 week benefit period. The Company will pay 100% of the premiums for this Plan.
2. A Long Term Disability Plan (LTD) is provided by the Company which includes 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 \$2800.
 - (b) Benefits will be payable monthly, after a qualifying W.I.B. period of 39 weeks of continuous absence due to "disability", and will continue as long as "total disability" lasts, up to age 65, or until the employee elects retirement, whichever comes first.
 - (c) "Disability" will mean an incapacity which prevents the employee from performing his/her/her regular duties during the qualifying W.I.B. period of 39 weeks and the following LTD benefit period of 104 weeks. If still disabled after a combined benefit period of 143 weeks, disability is then considered total if it prevents the employee from performing any work for which he/she/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 pays 100% of the LTD premium.
3. During the 143 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

[signed]

Mario Romano
[signed]

Mike Reuter
[signed]

Dirk Janzen
[signed]

Francisco Domingo
[signed]

Sean Mcfarland
[signed]

Amish Mehta

FOR THE COMPANY

[signed]

Todd Cunningham
[signed]

Darryl Serafini
[signed]

Shauna Mathers
[signed]

Bruce McMurray
[signed]

Robert Voorberg

Letter #4 – Employees Retirement Plan

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Employees Retirement Plan

It is agreed that the Employees' Retirement Plan, as it may be amended from time-to-time, will continue 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 to participate in the non-contributory, flat benefit pension arrangement for the C.A.W. (CAW-ERP) bargaining unit at Weston.

1. Basic Benefit

The non-contributory pension benefit will apply to all employees on attainment of two years seniority. The CAW-ERP non-contributory basic benefit shall be, as follows:

For employees who retire on or after **August 11, 2010** the basic benefit is increased to **\$56.25** per month for each year of C.A.W. credited service after August 14, 2004.

The benefit referred to 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.

2. Supplemental Benefit

In the case of retirement at or after age 60, a monthly supplementary benefit is available and 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 11, 2010, the supplementary benefit will be \$30.50 per month, for each year of C.A.W. credited service after August 14, 2004.

The Basic benefit and the Supplemental benefit referred to 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.

3. Credited Service in the Event of Layoff

For the purposes of the following two paragraphs, "layoffs" shall mean "layoff to the street" which is time off with no credited service.

Employees with more than 10 years seniority at the date of layoff, shall be credited with 40 hours for each complete calendar week of such year and provided that such employee shall have worked for the Company during that year for at least 175 hours, and provided further that if such layoff continues after that year the employee shall be credited with 40 hours for each complete week of absence after that year, not to exceed 1575 hours of credit for all such absence due to layoff.

An employee who has 20 or more years of seniority at the time of layoff, and while on such layoff has received the maximum of 1575 hours of credit for periods of absence due to layoff, in accordance with the preceding paragraph, and continues thereafter to be absent due to such layoff shall be credited with 40 hours for each complete week of absence due to such layoff to a maximum of 1750 hours of credit. For greater certainty the maximum amount of credited service for an employee shall not exceed 3325 hours of credit for all such absence due to layoff.

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.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter #5 – Christmas Holiday Schedule

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Christmas Holiday Schedule

It is mutually agreed that the following arrangements will apply with respect to the Christmas/New Year's holidays falling during the term of this Agreement:

| | HOLIDAY | OBSERVED DATE |
|------------------|----------------------|------------------------------|
| 2010-2011 | DAY BEFORE CHRISTMAS | THURSDAY, DECEMBER 23, 2010 |
| | CHRISTMAS DAY | FRIDAY, DECEMBER 24, 2010 |
| | BOXING DAY | MONDAY, DECEMBER 27, 2010 |
| | DAY OF NEW YEARS EVE | THURSDAY, DECEMBER 30, 2010 |
| | NEW YEARS DAY | FRIDAY, DECEMBER 31, 2010 |
| | DAY AFTER NEW YEARS | MONDAY, JANUARY 3, 2011 |
| | | |
| 2011-2012 | DAY BEFORE CHRISTMAS | FRIDAY, DECEMBER 23, 2011 |
| | CHRISTMAS DAY | MONDAY, DECEMBER 26, 2011 |
| | BOXING DAY | TUESDAY, DECEMBER 27, 2011 |
| | DAY OF NEW YEARS EVE | FRIDAY, DECEMBER 30, 2011 |
| | NEW YEARS DAY | MONDAY, JANUARY 2, 2012 |
| | DAY AFTER NEW YEARS | TUESDAY, JANUARY 3, 2012 |
| | | |
| 2012-2013 | DAY BEFORE CHRISTMAS | MONDAY , DECEMBER 24, 2012 |
| | CHRISTMAS DAY | TUESDAY, DECEMBER 25, 2012 |
| | BOXING DAY | WEDNESDAY, DECEMBER 26, 2012 |
| | DAY OF NEW YEARS EVE | MONDAY, DECEMBER 31, 2012 |
| | NEW YEARS DAY | TUESDAY, JANUARY 1, 2013 |
| | DAY AFTER NEW YEARS | WEDNESDAY, JANUARY 2, 2013 |

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter # 6 – Substance Abuse

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston 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 rehabilitation.

Accordingly, following execution of the 1998 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 Programme. Such programme will basically consist of methods to communicate to employees the availability of a confidential referral service and the provision of referrals to appropriate counselling services or treatment and rehabilitation facilities.

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

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

FOR THE UNION

[signed]

Mario Romano
[signed]

Mike Reuter
[signed]

Dirk Janzen
[signed]

Francisco Domingo
[signed]

Sean Mcfarland
[signed]

Amish Mehta

FOR THE COMPANY

[signed]

Todd Cunningham
[signed]

Darryl Serafini
[signed]

Shauna Mathers
[signed]

Bruce McMurray
[signed]

Robert Voorberg

Letter #7 – Union Bulletin Board/Office/Testing/Training

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Union Bulletin Board/Office/Testing/Training

- a) The Company will supply an office to be used by the Union to carry out their business. All expenses incurred by this office will be billed directly to the Union. It must be further agreed that the office is to be used for administration purposes and that it is kept in a professional manner. Posting of any written or published material must be agreed to by the Plant Manager. Should the business requirement dictate that additional space be required for Company business, the Company reserves the right to re-claim or re-locate this office as required. If the Union deviates from the above agreement, the office will no longer be available for Union business.
- b) The Company will attempt to provide sufficient space to enable the posting of grievance and arbitration related information on the Union bulletin board.
- c) The Company is prepared to review with local Union representatives the use of testing and training with a view to clarifying policies which will be consistently applied.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter #8 – Transport Operator Qualifications

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Collective Agreement Executed on April 24, 1998.

The Company and the Union agree that successful applicants for the position of Transport Operator must possess the following qualifications:

1. Must have a Class “A” and “Z” licence.
2. Must be at least 25 years of age.
3. Must have no convictions or traffic violations.
4. Must successfully undergo a road test administered by a transport supervisor or by an outside Company.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter #9 – Transport Operators

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Collective Agreement Executed on April 24, 1998.

The Company agrees that there will be a complement of two Transport Operators out of the Weston Plant. Whenever additional operators are required (i.e. for delivery of Company products), either as additions to the initial complement of two or as replacements to such two, the Company may use the services of third party carriers. In the event the Company expects such work to be of a permanent basis rather than of a temporary nature, the Company shall post the position(s) as per the Collective Agreement. At the end of the calendar year, the Company shall review with the Union, its previous 6 month use of drivers for the delivery of its products. Should the Company find that such use consistently exceeded the initial complement of two, it shall post such additional Transport Operator vacancies.

FOR THE UNION

[signed]

Mario Romano
[signed]

Mike Reuter
[signed]

Dirk Janzen
[signed]

Francisco Domingo
[signed]

Sean Mcfarland
[signed]

Amish Mehta

FOR THE COMPANY

[signed]

Todd Cunningham
[signed]

Darryl Serafini
[signed]

Shauna Mathers
[signed]

Bruce McMurray
[signed]

Robert Voorberg

LETTER OF AGREEMENT

Between:

National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: 4 x 10 Shifts

Where the Company intends to introduce a 4 x 10 work week in any area of its operations within the scope of the bargaining unit, where it does not currently exist, the Company agrees to meet with the Union, at least two (2) weeks in advance, for the purpose of discussing how this would be implemented and maintained. Additionally, there would be a full discussion on any of the related issues raised by the Union with respect to this implementation.

In addition, the following matters have been agreed to:

1. Where a 4 x 10 shift has been implemented, the parties shall meet and agree upon the Christmas work schedule.
2. Employees required to work 4 x 10 shifts shall be assigned by fixed shifts, by seniority and department.
3. Employees shall be provided with two weeks notice of shift change.
4. Employees on 4 x 10 shift scheduling shall not be required to work, as part of their regularly scheduled shift, on both a Saturday and a Sunday.
5. Where an employee provides documented proof to the Company regarding his/her religious practices in respect of a requirement for a specific day off to practice such beliefs, on a Saturday or Sunday, the Company shall schedule such employee to accommodate this requirement. The Union agrees that there shall be no grievance with respect to this accommodation.

FOR THE UNION

[signed]
Mario Romano

[signed]
Mike Reuter

[signed]
Dirk Janzen

[signed]
Francisco Domingo

[signed]
Sean Mcfarland

[signed]
Amish Mehta

FOR THE COMPANY

[signed]
Todd Cunningham

[signed]
Darryl Serafini

[signed]
Shauna Mathers

[signed]
Bruce McMurray

[signed]
Robert Voorberg

Letter #11 – Temporary Employees

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Temporary Employees

It is not the general intention of the Company to build inventory with the use of temporary employees and then lay-off full-time employees, except where the requirements of the business so dictate.

The Company will meet with the Union on or around each anniversary date of the Collective Agreement to review the previous year’s use of temporary employees. The Union will be provided with a listing of all temporary employees at this time. As has been the practice of the Company, it will give due consideration to all temporary employees prior to hiring from outside sources when hiring regular full-time employees.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter # 12 – Maintenance Department

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Maintenance Department

The Company and the Union agree to the following on a go-forward basis concerning hiring within the Maintenance Department.

- 1) In the event the Company hires individuals externally with multiple tickets, this will not impact on current Maintenance Employees through displacement or any other change to their status.
- 2) For purposes of clarification, scheduled overtime shall continue to be made available to Maintenance Employees on a seniority basis, in accordance with their ability to perform the available work.
- 3) **All maintenance mechanics and electricians must possess a valid license. Proof of certification by the Ministry of Education and Training or other government agency is required before an employee can be recognized as a member of the Skilled Trades.**

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter # 13 – Work of the Bargaining Unit

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Work of the Bargaining Unit

If, for whatever reason, the Company moves work currently being performed by the bargaining unit, or increases work proportionately at another facility, while reducing work at the Weston facility, subject to the provisions of article 18.01 (d), the appropriate number of employees shall be offered, by seniority, to transfer, with full seniority and/or service, whichever is preferred by the employee, and all benefits associated with such, to the facility which is gaining work or increasing work.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Union Matters

All union matters dealing with the Collective Agreement shall be dealt with by the local Union President. The Union President shall be provided with time off work, without loss of pay, for two (2) days per week to accommodate meetings dealing with these matters.

The foregoing shall apply except in instances of discharge or other disciplinary matters. 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. These arrangements are to be made by the Union President and the Plant Manager with two weeks notice.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter #15 – Disability Dispute Resolution Process

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Disability Dispute Resolution Process

The Company and the Union wish to see short and long term disability claims processed in a fair and expedient manner. The following provisions will be implemented upon date of ratification of this agreement.

(A) Notice of Suspension of Disability Benefits

The insurance carrier will provide an employee on disability with at least two (2) weeks written notice of intention to suspend benefits. The notice will state the intended date of suspension, the reason for suspension, and, if appropriate, any actions the employee may take to maintain benefit continuation. The Company and the Union will receive a copy of the notice.

(B) Dispute Resolution Process for the Disallowance, Suspension or Review of Claim for Benefits

Where there is a dispute between the employee's treating physician and the insurance carrier's medical advisors regarding the employee's ability to return to work or regarding the payment of benefits, or where the Company wants an employee's claim for benefits independently reviewed, the following procedure shall be applied:

1. In the case of a dispute between physicians, the Company will first ensure that they have complete information regarding the employee's job duties. The physicians will then discuss the case by phone to see if their differences of opinion can be reconciled. If further information is required the employee will ensure adequate medical is received and forms are duly completed.
2. If the physicians still disagree, or in the case of an independent review requested by the Company, a mutually agreed upon independent physician will be selected to conduct a review of the matter. Preferably, this independent physician will be a board-certified specialist in the field of medicine where the dispute exists. The employee will be referred to the independent physician for examination and impartial recommendation, and the physician will be provided with full details regarding the employee's status, clinical findings, treatments, etc, as well as complete information regarding the relevant requirements of the employee's job duties. The impartial recommendation of the physician will be provided to the parties and will be final and binding upon the Company, the Union, the employee and the insurance carrier.
3. The employee will be given 48 hours advance notice of the scheduled independent examination. If the employee fails to attend the examination a reasonable effort will be made to determine why. If there is no valid reason, benefits will be suspended.

(C) Conditions

During the process as described in Section (B) above, the following conditions shall apply:

1. In all cases, the employee will be required to sign an appropriate Release and Disclosure Form authorizing the release of medical information to all relevant parties. All information so released will remain strictly confidential.
2. The independent physician report (both verbal and written) will include a statement regarding whether or not the employee is “able to work” or not “able to work” from either own occupation and/or any occupation depending upon benefits being sought.
3. The written notification of results to the employee determined to be “able to work” will include instructions to inform the Company of his or her status.

(D) Termination of Disability Benefits

1. In cases regarding a pending suspension of benefits, the employee shall continue to receive disability benefits during the process outlined in Section (B) above. The benefits shall continue from the date of the intended suspension until the date of final determination.
2. If it is determined that the employee is capable of returning to work, disability benefits will cease on the day following the Independent Medical Examination (IME).
3. Disability benefits shall continue if it is determined that the employee is unable to return to work.

(E) Costs of Independent Examination

1. In all cases where the IME is requested by the Company, the costs of the examination will be paid for by the Company.
2. The Company will also pay the costs for the independent examination when requested by the employee in cases where the initial decision of the insurance carrier was to deny the employee’s entitlement to benefits.
3. Despite point two (2) above, when the Company has reason to believe that an IME is being, or has been, unreasonably requested, it will raise its concerns and/or objections with the Union.
4. The Company will provide a copy of the employee’s IME and/or FAE to the employee and to the Union if the employee provides his/her written consent for such disclosure.

FOR THE UNION

[signed]

 Mario Romano
[signed]

 Mike Reuter
[signed]

 Dirk Janzen
[signed]

 Francisco Domingo
[signed]

 Sean Mcfarland
[signed]

 Amish Mehta

FOR THE COMPANY

[signed]

 Todd Cunningham
[signed]

 Darryl Serafini
[signed]

 Shauna Mathers
[signed]

 Bruce McMurray
[signed]

 Robert Voorberg

Letter # 16 – Workplace Accommodations

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Workplace Accommodations

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

This accommodation process shall consider many variables such as hours of work, duties assigned and shift assigned.

Employees with Permanent Medical Restrictions

The Company and the Union agree there is a need to maintain a dialogue with the Union, the Company and permanently impaired employees. In support of this objective, the Company and a Union representative will meet once per month and/or as necessary to discuss and review opportunities for permanently impaired employees to perform suitable and meaningful work that meets their medical restrictions. The Placement Committee will be comprised of the Union's Return-to-Work Representative, President or designate, or the Chief Steward or designate subject to operational requirements.

In order to facilitate this process, the employee shall be required to sign an appropriate release and disclosure form and must submit all relevant medical information to the Company. All information released shall be considered confidential. The details of the accommodation shall be discussed with the employee.

At the meeting, the Company and Union representative will review the following information:

- seniority;
- relevant medical reports pertaining to the impairment;
- permanent restrictions information from the WSIB/or specialist
- the physical demands of the employee's current posted position and essential functions of that position; and
- the physical demands of other potential positions and their essential functions to determine whether they are within the scope of the employee's capabilities.

Process

1. In the event that an employee is unable to perform the essential functions of his/her pre-injury job even with accommodations, the Company and the Union Representative 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. Administration of the foregoing paragraph shall mean that the following procedure will be observed:

- i) An employee who cannot be accommodated within his/her own pre-injury job and function can displace a junior employee within their shift and function in his/her department, provided such job meets the employee's medical restrictions and capabilities.
- ii) If the employee was unable to be accommodated in accordance with (i) above, then he/she may displace a junior employee within their shift and all departments, provided such job meets the employee's medical restrictions and capabilities.
- iii) If the employee was unable to be accommodated in accordance with (i) or (ii) above, then he/she may displace a junior employee within any shift and all departments, provided such job meets the employee's medical restrictions and capabilities.
- iv) In consideration of the aforementioned, if the employee was unable to be accommodated he/she may put forth an application to WSIB or Insurance Agent for benefits.
- v) Any displaced employee in (i), (ii) or (iii) will bump in accordance with Article 8.08.

Understandings

In the event of a dispute regarding the suitability of work for the employee as a result of his/her restrictions, an Independent Medical Examination (IME), Functional Abilities Evaluation (FAE), medical information submitted to the WSIB from a specialist at either the employee's or the Company's request, or a letter from the WSIB received by the Company or the employee, shall confirm what constitutes a permanent impairment. 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 Company and the Union shall continue their efforts to accommodate the employee, pending a final decision from the WSIB (which may include additional information further clarifying the employee's permanent impairment).

For non-work related illness or injury, the Company will consider medical information provided by a specialist, an IME or an FAE. Where a dispute exists, the Company and Union shall continue their efforts to accommodate the employee, pending a final decision from the insurance provider on the payment of benefits.

Employees with Temporary Medical Restrictions

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 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 guidelines will be adhered to:

1. The program will ensure that there is a consistent standard for all employees (occupational or non-occupational).
2. The employee must submit all relevant medical information pertaining to the injury 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.
3. The temporary modified work plan will be individualized to meet the needs of both the

temporarily impaired employee and the Company.

4. Where required, the Company and the Return-to-Work Representative or designate will review all the temporary modified work plans that exceed fifteen (15) working days.
5. This process will not be used to circumvent the process for employees with permanent medical restrictions as outlined above.
6. Temporary modified work will not be extended indefinitely and a specific duration shall be determined in each case. If an accommodation concern arises that cannot be resolved by the Company and the Return-to-Work Representative or designate, the Company may require an IME and/or an FAE.
7. The Company will provide a copy of the employee's IME and/or FAE to the employee and to the Union if the employee provides his/her written consent for such disclosure.

For accommodation of temporarily impaired employees the same principles and guidelines as per placements for employees with permanent medical restrictions will apply to all parties. Temporary placements will be managed by the Company in accordance with the above.

FOR THE UNION

[signed]

Mario Romano
[signed]

Mike Reuter
[signed]

Dirk Janzen
[signed]

Francisco Domingo
[signed]

Sean Mcfarland
[signed]

Amish Mehta

FOR THE COMPANY

[signed]

Todd Cunningham
[signed]

Darryl Serafini
[signed]

Shauna Mathers
[signed]

Bruce McMurray
[signed]

Robert Voorberg

LETTER OF INTENT

Between:

National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: ESL Classes

The Company will offer ESL classes, without cost to the employee, at the Company’s discretion. Attendance at these classes shall be voluntary and shall be on the employee’s own time, i.e. unpaid.

FOR THE UNION

[signed]
Mario Romano
[signed]
Mike Reuter
[signed]
Dirk Janzen
[signed]
Francisco Domingo
[signed]
Sean Mcfarland
[signed]
Amish Mehta

FOR THE COMPANY

[signed]
Todd Cunningham
[signed]
Darryl Serafini
[signed]
Shauna Mathers
[signed]
Bruce McMurray
[signed]
Robert Voorberg

Letter #18 – Payroll Service Agreement

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Payroll Service Agreement

During 2010 bargaining the Company and Union discussed issues related to payroll correction processing. In consideration of the importance of this issue, for administrative errors around vacation pay and/or basic work week pay, grievance payments, overtime pay and premium pay reported to a Supervisor’s attention in time to report the error to payroll will be remitted in the following basis:

- 1. Errors reported to payroll by Thursday at 8:00 AM, remittance to bank processed by end of day Friday**
- 2. Errors reported to payroll by Thursday at noon, remittance to bank on the next regular pay**

In the event that there is a subsequent error made by payroll, an off-cycle payment will be processed the following business day (excluding Tuesday).

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter #19 – Request for Pay Advance



a c o c a - c o l a e n t e r p r i s e s c o m p a n y

REQUEST FOR PAY ADVANCE – WESTON PLANT

NAME: _____ EMPLOYEE #: _____

DEPT: _____ SUPERVISOR: _____

TERMS AND CONDITIONS

- ❖ Pursuant to the provisions of Article 16.04 of the Collective Agreement, I hereby request to receive a pay advance of \$1,000 per pay period while my claim for WSIB or disability benefits is being processed.
- ❖ I understand that I will continue to receive such advances on a go-forward basis effective from the date of this request, i.e. there will be no retroactive advances provided for weeks of absences prior to the date of this request.
- ❖ Advances will cease when one of the following conditions occurs: a) my claim is approved by the WSIB or the insurance carrier and I have received my first benefits payment; b) I return to work; c) my claim is denied by either the WSIB or the insurance carrier and is not pursued through the appeal process provided by either the WSIB or the insurance carrier, or; d) I request such advances to stop prior to any of the conditions outlined in a), b) or c) above, being satisfied.
- ❖ My signature below is good and sufficient authority to have my claim payments from either the WSIB or the insurance carrier paid directly to the Company only to the extent that such payment satisfies the amount of any outstanding pay advance owed at that time. If, for any reason, the amount of pay advance exceeds the claim payment made by either the WSIB or the insurance carrier, I acknowledge full responsibility for repayment of all such monies. In the event that either the WSIB or the insurance carrier denies my claim and such claim is not appealed, I will make repayment arrangements with the Company immediately.
- ❖ My signature below is also good and sufficient authority for Coca-Cola Refreshments to automatically deduct repayment installments (as described above) directly from my pay cheque. The amount to be repaid will represent fifteen percent (15%) of the total amount advanced, deducted from my pay each pay period.

EMPLOYEE SIGNATURE: _____

DATE: _____

COMPANY SIGNATURE: _____

DATE: _____

Letter # 20 – Individual Side Agreements

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Individual Side Agreements

It is understood that no employee in the Bargaining Unit shall be asked or permitted to make any verbal or written agreement with the Company which conflicts with the terms of this agreement.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter #21 - Testing

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Testing

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.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Shift Stewards

If, during the life of this Collective Agreement, the Company decides to implement new shifts, it is agreed that the Union may appoint Stewards for those shifts. It is further agreed that should these shifts be withdrawn, the appointed Stewards shall no longer retain any super seniority as provided in Article 8.08(f).

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter #23 – Harassment & Discrimination

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

To: All Weston Supervisors, Managers and Employees

Re: Harassment and Discrimination in the Workplace

Every employee, supervisor and manager has the right to work in an environment free from harassment and discrimination. The right includes the responsibility on the part of all employees to eliminate harassment and discrimination in our workplace, whether by employees, suppliers, contractors or management.

There is no acceptable level of harassment at Coca-Cola Refreshments Canada Company. Harassment, discrimination, whether verbal, physical or environmental is unacceptable, will not be tolerated and may warrant discipline up to and including discharge.

The Company and union policies regarding harassment and discrimination in the workplace have been posted within the facility and have been communicated to all employees in writing.

The Coca-Cola Refreshments Company, CAW Local 126, and CAW National Office are committed to providing a harassment and discrimination free workplace.

FOR THE UNION

[signed]

Mario Romano
[signed]

Mike Reuter
[signed]

Dirk Janzen
[signed]

Francisco Domingo
[signed]

Sean Mcfarland
[signed]

Amish Mehta

FOR THE COMPANY

[signed]

Todd Cunningham
[signed]

Darryl Serafini
[signed]

Shauna Mathers
[signed]

Bruce McMurray
[signed]

Robert Voorberg

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Retirement Incentive

The Company shall make available a maximum of 10 early retirement packages (“Packages”) to members of the Union (“CAW Members”) who satisfy the eligibility criteria set out below, on the terms and conditions as set out below:

1. Each eligible CAW Member will be given information about the early retirement package and if an eligible CAW Member wishes to retire and receive applicable benefits under the early retirement package, the CAW Member must, by December 31, 2011, or such earlier date, agreed upon by the Parties or if FSCO consents to the applicable asset transfer on or after January 1, 2011 and before December 31, 2011 (“Election Date”) irrevocably elect to retire under the Employees’ Retirement Plan of Coca-Cola Refreshments Canada Company (“ERP”). Subject to the election to retire being accepted by the Company as set out below, the early retirement date for any CAW Member who elects to retire in accordance with this section will, subject to the provisions as set out below, be able to do so on a date to be agreed upon between the particular CAW Member and the Company, provided that such date shall be, on or before December 31, 2011 or such earlier period as mutually agreed upon and as required as set out below (the “Early Retirement Date”).
2. A CAW Member who is at August 11, 2010, 60 years of age and whose age plus years of Company service equal at least 80, and who elects to retire in accordance with section 1, will receive a Category 1 Payment within 30 days after his or her Early Retirement Date.
3. Subject to the provisions as set out below, a CAW Member who would at any time on or before September 10, 2013 attain the age of 60 years and whose age plus years of Company service equals at least 80, on or before August 16, 2013 and who elects to retire in accordance with section 1, will receive a Category 2 Payment within 30 days after his or her Early Retirement Date.
4. Since the number of CAW Members who satisfy the eligibility criteria described above is greater than the number of early retirement packages available the early retirement package will be accepted by the Company in the following order:
 - (i) The Company shall accept the election to retire by any CAW Member who qualifies under section 2 and who elects to retire in accordance with section 1 if such Packages remain available; and
 - (ii) with respect to CAW Members who qualify under section 3 and who elect to retire in accordance with section 1 if such Packages remain available, their election to retire will be accepted by the Company in order, with the CAW Members whose age plus years of Company service as at August 11, 2010 is the highest being accepted first, until the total number of retirements under this para (ii) and under para (i) equalling 10.

It is understood and agreed that the employees set out herein shall qualify for the Company’s prevailing Post Retiree benefits and the Benefit Employee as defined below shall have the option to exercise his or

her option at anytime during the term of this Collective Agreement provided he or she has demonstrated that he or she has the capacity to make a legally binding election as set out herein.

5. A CAW Member who is in receipt of short term disability benefits, long term disability benefits or workers' compensation benefits shall be eligible to elect to retire and receive the applicable Category 1 Payment or Category 2 Payment, provided he or she satisfies the applicable eligibility criteria ("Benefit Employee"). If such a CAW Member does so elect and the election is accepted by the Company in accordance with the procedures described above then the Early Retirement Date for such person will be the date such person ceases to be eligible for short term disability benefits, long term disability benefits or workers' compensation benefits and the applicable Category 1 Payment or Category 2 Payment will be paid within 30 days after his or her Early Retirement Date.

Definitions:

"Category 1 Payment" means \$19,000 and an option for an Enhanced Bridge entitlement for those who qualify (inclusive of all statutory requirements) and shall only apply to this program and no other term in the Collective Agreement.*

"Category 2 Payment" means \$19,000 and an option for an Enhanced Bridge entitlement for those who qualify (inclusive of all statutory requirements) and shall only apply to this program and no other term in the Collective Agreement. **

Each category shall be provided the option to elect an Enhanced Bridge entitlement as follows.

* A CAW Member entitled to a Category 1 payment shall be provided with a statement which sets out the net present value of the Enhanced Bridge entitlement. If the CAW Member elects to receive such Enhanced Bridge entitlement then the difference in the net present value of the Enhanced Bridge entitlement and the Current Bridge entitlement as set out in the statement shall be deducted from the Category 1 Payment. The option to elect an Enhanced Bridge entitlement must be exercised before the CAW Member's Early Retirement Date.

** A CAW Member entitled to a Category 2 payment shall be provided with a statement which sets out the net present value of the Enhanced Bridge entitlement. If the CAW Member elects to receive such Enhanced Bridge entitlement then the difference in the net present value of the Enhanced Bridge entitlement and the Current Bridge entitlement as set out in the statement shall be deducted from the Category 2 Payment. The option to elect an Enhanced Bridge entitlement must be exercised before the CAW Member's Early Retirement Date.

Examples of Category 1 Payment and examples of Category 2 Payment entitlements to be provided by the Company.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter # 25 – Retiree Benefits

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston 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 provided that the qualification during the term of this Collective Agreement shall be set out in the Letters of Agreement Re: Retirement Incentive and the Retirement Incentive Package contained herein.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter # 26 – Banked Overtime Trial

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Banked Overtime Trial

The Company and the Union agree to implement a trial system of Banked Overtime in Year 2 of this Collective Agreement. The Company and the Union will meet beforehand to determine the best implementation of this trial. The trial will **be mutually agreed by the Company and the Union.**

For the purposes of the trial, a limited number of employees may make arrangements with the employer to bank accumulated overtime up to a maximum of 80 hours. The employee may then request in writing (on a form provided by the Company) to convert overtime into time off. Requests must be made at least three (3) weeks in advance and will be honoured on a first come first serve basis. Upon request by the employee, such time off will be taken at the Company's discretion consistent with the efficient operations of the business during the months of October, November, January, February and March. The minimum unit of banked overtime to be utilized will be 8 regular hours for an employee whose regular shift is 5x8 or 10 hours for an employee whose regular shift is 4x10. This is understood to mean that time off shall be taken in banks of one (1) week.

- (i) Any regular fulltime hourly paid employee who wishes to bank overtime will make a request in writing and this decision will be final and binding until the last pay period in March,
- (ii) Overtime which is banked shall be credited in terms of complete hours (overtime less than 1 hour per week will be paid in his/her current pay period) and when taken as time off shall be paid out on the regular pay cheques at the same hourly rate as banked. When an employee leaves the Company all banked hours will be paid out in total.
- (iii) The Company will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so by asking their immediate supervisor.
- (iv) Example of banked hours:
 - 1 hour @ 1.5 times the rate of pay -1.5 straight time hours banked
 - 1 hour @ 2 times the rate of pay -2 straight time hours banked
- (v) The Company will pay out all unused banked hours in the last pay period of the trial period and these hours will be paid out at the same rate as banked.

At the end of the trial, should either party deem this system of banked overtime to be an unsatisfactory arrangement, such trial shall be discontinued.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter #27 – Transport Operators

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Transport Operators

The Company confirms that no **Transport Operator** in Weston will be laid-off from his/her position as a result of the use of outside carriers.

In addition, **Transport Operators** will maintain the customer function as a **Transport Operator**.

The Company acknowledges that Weston **Transport Operators** currently or may perform work in the following lanes:

- Thorncliffe
- Brampton
- Barrie
- London
- Hamilton
- Delta Beverages
- Power Packaging
- **Dominion**

The Company and the Union agree to convene a meeting on a yearly basis to discuss any additions, amendments, or deletions to the above list. The current scheduling practices for Weston **Transport Operators** will continue.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter #28 – Skilled Trades Ten (10) and Twelve (12) Hour Shifts Trial

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Skill Trades Ten (10) and Twelve (12) Hours Shifts Trial

The Company and the Union agree that it is useful to **develop** areas of maximizing the workplace and to increase production numbers in the workplace to position Weston for future work. The Parties agree to implement a trial whereby the Company will utilize ten (10) hour shifts and twelve (12) hour shifts. The trial shall run for a minimum one (1) month to a maximum eight (8) month period.

The ten (10) hour shifts shall not be scheduled with fewer than three (3) consecutive days off.

It is agreed that the hours of work for a twelve (12) hour shift shall be three (3) consecutive twelve (12) hour shifts which shall be deemed as forty (40) hours worked. **The twelve (12) hour shift will be utilized on Friday, Saturday and Sunday.** Vacation, holiday pay, bereavement, leave, jury duty, lieu time and sick pay credits shall be calculated in twelve (12) hour shifts and employees on such shifts shall receive **two** thirty (30) minute lunches and **two (2) fifteen (15)** minute breaks **of which total compensated time free from work will equal sixty (60) minutes.**

In the interest of monitoring the trial and ensuring that it is working in the most efficient manner, it is agreed that the Plant Manager and the Union’s President shall meet on a weekly basis to discuss any issues that may arise with respect to this trial. It is understood that no employee’s **regular** 5x8 hour shift shall be required to work consecutive Saturdays and Sundays.

It is also agreed that at the end of the trial, the Union and the Plant Manager shall meet to discuss any outstanding issues prior to determining whether these shifts may be implemented on a permanent basis.

FOR THE UNION

[signed]

Mario Romano
[signed]

Mike Reuter
[signed]

Dirk Janzen
[signed]

Francisco Domingo
[signed]

Sean Mcfarland
[signed]

Amish Mehta

FOR THE COMPANY

[signed]

Todd Cunningham
[signed]

Darryl Serafini
[signed]

Shauna Mathers
[signed]

Bruce McMurray
[signed]

Robert Voorberg

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Benefits Carrier

The Company understands that it is important for its employees that any issues regarding benefits are dealt with in an appropriate and professional manner. Therefore, the Company will ensure that when its contract with any carrier comes up for renewal, it will entertain bids from potential carriers who are prepared to demonstrate these requirements.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter # 30 – Transition Plan for Vacation Adjustment by Calendar Year

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Transition Plan for Vacation Adjustment by Calendar Year

During the course of the 2010 Weston bargaining it was agreed that in order to allow for a more consistent and easy administration of the employee’s vacation adjustments, the following process will be adopted:

- 1. Any remaining unpaid vacation adjustment earned after the employee’s service date in 2009 will be paid by December 31, 2010**
- 2. The 2010 vacation adjustment earned will be based on the earnings from the employee’s service date to December 31, 2010 and will be paid out by February 28, 2011.**
- 3. Effective January 1, 2011, all vacation adjustments will be based on the eligible T4 earnings to be paid by February 28 of the following calendar year.**

FOR THE UNION

[signed]

Mario Romano
[signed]

Mike Reuter
[signed]

Dirk Janzen
[signed]

Francisco Domingo
[signed]

Sean Mcfarland
[signed]

Amish Mehta

FOR THE COMPANY

[signed]

Todd Cunningham
[signed]

Darryl Serafini
[signed]

Shauna Mathers
[signed]

Bruce McMurray
[signed]

Robert Voorberg

Letter # 31- Transport Operators

LETTER OF INTENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and -

Coca-Cola Refreshments Canada Company Weston Plant

Re: Transport Operators

When there is a change to delivery model at the request of the customer, such as direct delivery to a customers' warehouse or a third parties warehouse on behalf of the customer rather than a customers' retail outlet this does not constitute contracting out. The company will provide the union a ten (10) days advance notice in writing prior to implementation.

FOR THE UNION

[signed] _____
Mario Romano
[signed] _____
Mike Reuter
[signed] _____
Dirk Janzen
[signed] _____
Francisco Domingo
[signed] _____
Sean Mcfarland
[signed] _____
Amish Mehta

FOR THE COMPANY

[signed] _____
Todd Cunningham
[signed] _____
Darryl Serafini
[signed] _____
Shauna Mathers
[signed] _____
Bruce McMurray
[signed] _____
Robert Voorberg

Letter # 32 – Signing Page

LETTER OF AGREEMENT

Between:

**National Automobile, Aerospace, Transportation
and General Workers Union of Canada
CAW – Canada, Local 126**

- and –

Coca-Cola Refreshments Canada Company Weston Plant

Re: Signing Page Concerning Letters

The Company and Union agree that the following list of Appendices and Letters have been agreed to and by signing this letter, it has the effect of signing each letter in the list. The list is as follows:

Individual Preferences
Production Needs
LTD Plan
Employees Retirement Plan
Christmas Holiday Schedule
Substance Abuse
Union Bulletin Board/Office/Testing/Training
Transport Operator Qualifications
Transport Operators
4 X 10 Shifts
Temporary Employees
Maintenance Department
Work of the Bargaining Unit
Union Matters
Disability Dispute Resolution Process
Workplace Accommodations
ESL Classes
Request for Pay Advance
Side Agreements
Testing
Shift Stewards
Harassment & Discrimination
Retirement Incentive
Retiree Benefits
Banked Overtime
Transport Operators
Skilled Trades Ten (10) and Twelve (12) Hour Shifts Trial
Benefits Carrier
Transition Plan for Vacation Adjustment by Calendar Year
Transport Operators

DATED AT TORONTO, ONTARIO THIS 11th DAY OF FEBRUARY, 2011.

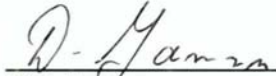
FOR THE UNION



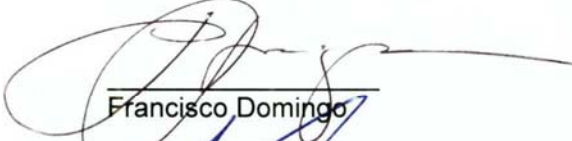
Mario Romano



Mike Reuter



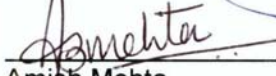
Dirk Janzen



Francisco Domingo



Sean McFarland

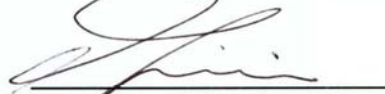


Amish Mehta

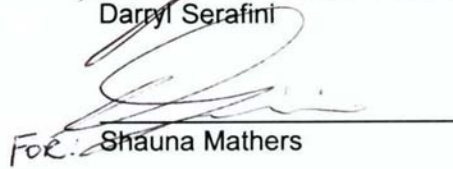
FOR MANAGEMENT



Todd Cunningham

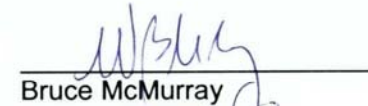


Darryl Serafini



For:

Shauna Mathers



Bruce McMurray



Robert Voorberg