

COLLECTIVE AGREEMENT

BETWEEN

**COCA-COLA BOTTLING COMPANY
(VICTORIA & NANAIMO, B.C.)**

AND

TEAMSTERS LOCAL UNION No. 213

November 1st, 2008 - October 31st, 2012

**DON MCGILL
Secretary- Treasurer**

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(VICTORIA & NANAIMO, B.C.)**

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THIS AGREEMENT entered into this _____ day of _____, 2009.

BETWEEN: **COCA-COLA BOTTLING COMPANY**
#105 - 765 Vanalman Avenue, Victoria,
Province of British Columbia;

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province
of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

PURPOSE

It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto. It is agreed between the Company and the Union that there will be no strikes or lockouts or work stoppages.

ARTICLE 1 - DEFINITIONS

- 1.01 The Word "Employees" wherever used in this Agreement shall mean all employees of the Company on Vancouver Island, B.C., save and except office staff, Account Managers, On Premise Account Managers, Sales Execution Specialists, supervisory personnel and those excluded by the Industrial Relations Act of British Columbia.
- 1.02 The expression "Outside Employee" wherever used in this Agreement shall mean an employee of the Sales Department (ie.: A Tel-Sell Solicitor, a Delivery Salesman, a Sales Helper, a Sales Equipment Serviceman or a Sales Equipment Service Trainee)
- 1.03 The expression "Inside Employee" wherever used in this Agreement shall mean an employee who is not an "Outside Employee."
- 1.04 A "Probationary Employee" shall mean an employee (other than a "part-time" or "seasonal" employee) who has not yet completed sixty (60) days of actual work. During such period, the employee has no seniority or re-employment rights and may be terminated at the Employer's discretion. On completion of the probationary period, such an employee's name shall be placed on the appropriate seniority list and he shall be credited with seniority from a date that is sixty (60) working days prior to the day on which he completed his probationary period.
- 1.05 A "Part-time employee" shall mean an employee who is hired to perform temporary increased customer-demanded work of the Company, or to replace a regular employee who is temporarily absent from work for any reason. A part-time employee shall have no rights under the seniority provisions of this Agreement.

1.06

For purposes of calling in part-time employees for available work, a list shall be maintained by the Company showing part-time employees with their total hours of work accumulated. Where work is available, the employee with the most hours worked shall be the first to be called for that work and, therefore, all work will be assigned on the basis of those employees who have worked the most hours first.

When a part-time employee completes 1,000 hours work, he shall be reclassified by the Company as a regular employee provided that the Company has declared a regular employee vacant position within the Bargaining Unit and is unable to fill such position pursuant to Article 8.04, herein, and the employee is capable and qualified to perform the work available. All subsequent declared vacant positions will then similarly be filled from those part-time employees who have worked the greatest number of hours in excess of 1,000 hours, provided that they are capable and qualified to perform the work available.

Where a part-time employee is reclassified as a full-time employee, as above, his seniority as at his date of transfer shall be calculated on the basis of 2080 hours worked equals to one year of seniority, or prorated, as applicable.

A part-time employee who has not worked at least 500 hours in any year counted from his last date of hire shall be considered by the Company and the Union as having been terminated from employment and therefore, shall have no further rights pursuant to this Collective Agreement. A part-time employee shall be on probation for a period of sixty (60) days of actual work. During this period, the employee may be terminated at the employer's discretion. Should a part-time employee be reclassified as a regular employee, then probationary days worked as a part-time employee shall be counted toward the probationary period for a regular employee. Current part-time employees, on the date of signing this Collective Agreement, shall have days worked counted toward their Probationary Period.

Part-time employees hired outside of the "Seasonal Employee" period shall continue to be classified as part-time employees when working within this period (and shall continue to have their hours accrue for purposes of the "call-in" list). "Seasonal Employees" whose work extends beyond the "Seasonal Employee" period shall immediately, at the end of that season, be reclassified as part-time employees and hours accumulated for purposes of establishing their relative ranking for call-in preference, shall accumulate from the date of their reclassification and days worked from such reclassification shall be counted toward the completion of their probationary period.

For purposes of the part-time "Truck Washer" classification, the foregoing accumulation of hour's provision shall not apply.

1.07

(a) A "Seasonal Employee" shall mean an employee within the Bargaining Unit engaged as such work of a temporary nature during the period from April 1 to September 30 or from November 15 to January 15, in any year. A seasonal employee who remains in the Company's employ beyond the seasonal period shall be reclassified in accordance with the provision of Article 1.06, herein, and his seniority shall date from his last date of hire.

(b) At the Company's discretion, a seasonal employee may perform work on the opposite seniority list in his location if extra work is available and all other employees on that list are working or have refused to perform the extra work. The employee shall be paid at the applicable seasonal rate of pay for that other work.

1.08 In this Agreement, the masculine pronoun shall be deemed to include the feminine where the context so requires.

ARTICLE 2 - UNION RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agency for the employees, as defined in Article I, and agrees to negotiate with the Committees elected by the Union, looking toward an agreeable settlement of any differences that may arise between the Company and the Union.

2.02 There shall be no discrimination against any member of the Union because of Union activities.

2.03 The Union will pay for and provide Bulletin Boards, according to Company specifications, which are glass enclosed and locked, and the Company will provide the necessary installation for these Boards. All material will be posted only upon the authority of officially designated representatives of the Union. It is further agreed that the bulletin boards will not be used for disseminating political or advertising matter of any kind not pertaining to the Union.

2.04 (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part hereof, which is covered by the Agreement is sold, leased, transferred or taken over by sale, transfer lease assignment, receivership or bankruptcy proceeding, or another Limited Company is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

(b) If at any time the Company intends to sell transfer or lease the entire operation, or any part thereof, it shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

ARTICLE 3 - UNION MEMBERSHIP

3.01 All employees hired after the signing of this Agreement must, as a condition of employment, join the Union and pay dues to the Union in accordance with its Constitution and By-Laws. The Union shall advise the Company, in writing, as to the amount of and procedure for the deduction of such dues.

3.02 Upon written authorization by the employee, the Company agrees to deduct from each pay received by such employee the weekly equivalent of the monthly Union dues. All dues and initiation fees so deducted in a month shall be remitted by the Company to the Treasurer of the Union together with a list of the names of the employees from whom deductions were made, by the fifteenth (15) day of the month following the month of the deduction.

3.03 (a) Supervisors will not perform work customarily performed by employees in the bargaining unit, except:

(i) as a result of urgent or emergency conditions;

(ii) for the purposes of demonstration or training;

- (iii) to occasionally relieve an employee for a short period, or
 - (iv) when a regular employee is not available due to being late for work or absent from work and a suitable bargaining unit replacement is not readily available.
- (b) Account Managers, On Premise Account Managers and Sales Execution Specialists shall continue to perform sales and merchandising activities; provided, however, that such activities shall not be extended so as to cause displacement of any regular employee.

For purposes of clarification, the duties of the Sales Execution Specialist shall be those as provided to the Union by the Company in the document entitled "Sales Execution Specialist".

- (c) Non bargaining unit personnel may deliver emergency product to a customer. "Emergency Product" shall be defined as sufficient product to sustain a customer's demand until his next regular delivery day. The amount of such delivery shall not exceed Occupational Health and Safety requirements. Where the Union alleges that this practice is being abused, then it shall file a grievance in accordance with Article 9, herein.

3.04 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 advise the Union in writing of the nature of the work not later than 90 days prior to implementation and will meet with the Union to discuss ways and means of reducing the impact of such change on the employee(s) to be effected.

In the event a delivery to the Gulf Islands and/or Gold River areas exceed 300 spc's, the employee will make the delivery. During the seasonal window (April 1 to September 30 and November 15 to January 15), if all employees are working, the Company may arrange for alternate or non-Company delivery for deliveries exceeding 300 spc's.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 It is recognized that the management of the Company, the control of its plants, operations, property, tools, equipment, and resources, the maintenance of order on its premises, the establishment of policies and standards, the direction and conduct of its workforce and its business is solely the responsibility of management.

All the rights, functions, and prerogatives of management, which are not modified by this Agreement are reserved and retained exclusively by the Company. In no event shall any rights, function or prerogative of management ever be deemed to have been modified, diminished or impaired, except by explicit provision of this Agreement.

The Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

ARTICLE 5 - REQUEST FOR NEW EMPLOYEES

5.01 The Company will notify the Union Secretary when applications for employment and/or when an immediate job vacancy exists. The Company will first ask the Union for referrals and such referrals will be given due consideration.

ARTICLE 6 - HOURS OF WORK

- 6.01 The Company and the Union agree that the standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours. However, this agreement shall not restrict the Company's ability to schedule a 4 day x 10 hours work week, as provided for in clause 6.04 hereof.
- 6.02 For the purposes of this Agreement, the work week shall commence at midnight Saturday-Sunday and all work performed in a shift or other similar work period (including any extension thereof) shall be deemed to have been performed in the same day in which that shift or other similar work period commenced. Where possible, the Company shall continue its current practice of providing employees with two (2) consecutive days off per pay period.
- 6.03 The Company shall advise employees at least twenty-four (24) hours in advance of changes in hours of work and meal periods, as well as notification of changes requiring the employee to be overnight on an assignment, except in cases of lack of work.
- 6.04 The standard work week at 5 days and 8 hours per day (excluding lunch breaks) will be amended in certain circumstances as follows:

- (a) Delivery routes that are more adequately serviced with four (4) ten (10) hour days due to extra driving can at management discretion be designated to a ten (10) hour four (4) day week.

Where Delivery routes may require such, three (3) shifts of twelve (12) hours will be scheduled. In the instance of three (3) day x twelve (12) hours shift configuration, it is agreed that employees will be paid, if worked, forty (40) hours pay, at the appropriate regular rate of pay, averaged over a three-week period. Twelve (12) hour shifts may be implemented where driving of more than 100 kilometers to a route is required or where, in the future, the Company may go to Full Service Vending.

If a Holiday is observed on a 3 x 12 employee's day off, the employee will have the option of receiving 12 hours pay or a day off, with 12 hours pay, at a time mutually agreed between the Employer and the employee.

- (b) An Employee's regular scheduled work week (ie. 5 x 8 hour shifts or 4 x 10 hour shifts) shall not be altered from ten (10) hours shifts to eight (8) hour shifts, or less, except where there is a lack of available work within a calendar week. All shifts will be posted by Friday noon in advance of them going into effect for the following week. Where possible to do so, shifts may be posted on Thursday. Shift preferences (ie. 10 hours or 8 hours) shall be assigned by seniority preference. Employees shall advise the Company as to their shift preference and are expected to notify the Company should that preference change prior to any postings of a shift schedule.
- (c) The Company will assign the route on a weekly basis. Seniority will dictate which truck the employee is assigned to for that week.
- (d) Observed holidays for the ten (10) hour shift will be paid at ten (10) hours to those employees or helpers who are assigned on a full-time basis or had worked a ten (10) hour shift on his assigned work day previous to or after the observed holiday.

6.05 All employees shall have a fifteen (15) minutes paid rest period during each half shift, provided they have worked a minimum of ninety (90) minutes. Additionally, after the completion of five (5) hours of work, an employee shall be provided with one-half (1/2) hour unpaid meal period.

6.06 **Overtime Premium**

Time worked by hourly-paid employees which is in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates of pay shall be as follows:

- (a) Daily overtime shall be paid, as follows:
 - (i) For employees who are scheduled to work on an eight (8) hour shift, one and one-half (1 1/2) times the employee's regular hourly rate for the first two (2) hours in excess of eight (8) hours in the day and two (2) times the employee's regular hourly rate for all time worked thereafter in that shift;

and,
 - (ii) For employees who are scheduled to work on a ten (10) hour shift, one and one-half (1 1/2) times the employee's regular hourly rate for the first one (1) hour in excess of ten (10) hours in the day and two (2) times the employee's regular hourly rate of all time worked thereafter in that shift.
- (b) Other than for employees scheduled to work on Saturday and/or Sunday, as part of their forty (40) hour work week, such an employee shall receive:
 - (i) For Saturday work, after an employee has worked forty (40) hours in the week, one and one half times (1 1/2) the employee's regular hourly rate for all hours worked up to eight (8) hours and double time (2) thereafter.
 - (ii) For Sunday Work, two (2) times the employees regular hourly rate for all time worked on such shift.
- (c) Employees regularly scheduled to work on a Saturday and/or Sunday will receive overtime pay in accordance with clause 6.06 (b)(i) for work performed on the first scheduled day off and in accordance with clause 6.06 (b)(ii) for worked performed on the second or third scheduled day(s) off.
- (d) Work performed on a day which is observed as a paid holiday under the provisions of Article 7 hereof shall be paid for two (2) times the employee's regular hourly rate.
- (e) Overtime will be offered, in seniority order, to those regular employees who normally perform the work in which overtime is required. If insufficient employees volunteer for the work, the most junior seasonal or part-time employee in those classifications required for the work must work such overtime. If there are no seasonal or part-time employees at the time such work is required, then the most junior full-time employee in those classifications required for the work must work such overtime. There shall be twenty-four (24) hours advance notice for mandatory Saturday and/or Sunday work.

Notwithstanding the foregoing, extra work on Saturday and/or Sunday will first be offered to full- time employees who have not had thirty-two (32) hours of work in

the current week, on a seniority basis, and then such work, if declined, will be offered to seniority employees, in accordance with the above procedure.

- (f) "Extra work" which occurs during the periods described as April 1 to September 30 and from November 15 to January 15 is "Seasonal Work" and it shall first be offered to a "Seasonal Employee" or "Part-time Employee" and is not overtime work or weekend work as described at Article 6 of the Collective Agreement. Notwithstanding, the foregoing, where work is available, it shall first be offered to a regular employee who has not completed his hours of work during the standard workweek.
- (g) In order to prevent returned customer calls, the Company may require Distribution employees to work a maximum of five (5) hours of overtime per work week. In no case shall the Company require an employee to work such overtime on more than two (2) days per work week.

Should the foregoing practice continue on an ongoing basis for the same routes and/or drivers then the Parties shall meet and attempt to resolve the matter. Where a resolve is not possible, then the Union may refer the matter to the Grievance Procedure as provided at Article 10, herein.

The Company may require inside employees to work a maximum of ten (10) hours of overtime per work week.

- (h) Notwithstanding the foregoing provisions, no employee shall work more than fifty-five (55) hours per week.
 - (i) For purposes of clarification, an employee who has been required to work up to five (5) hours of overtime in a week pursuant to Article 6.06(g), herein, may also be required to work overtime pursuant to Article 6.06(e), herein, if he is the most junior employee in the classification required for the overtime work. Notwithstanding the requirements contained at Article 6.06(g) and 6.06(e), the employee shall not work more than fifty-five (55) hours per week, in total pursuant to Article 6.06(h).

6.07 **Shift Premium**

Shift premium shall be provided to employees as follows:

- (a) for a shift commencing at or after 12:00p.m. to 8:00 p.m., i.e. an "afternoon shift", a premium of \$0.60 (sixty cents) per hour shall be paid for an all hours worked on that shift; and,
- (b) for a shift commencing at or after 8:01 p.m. to 4:00 a.m., i.e. the "night shift", a premium of \$0.85 (eighty-five cents) per hour shall be paid for all hours worked on the shift.

The foregoing premiums shall not be considered part of an employee's regular rate of pay nor shall such premiums be paid for any hours in respect of which overtime premium is payable.

6.08 **Weekend Premium**

Hourly paid employees for whom Saturday and/or Sunday is a regular scheduled day of work (i.e. does not attract overtime premium) shall receive a premium of sixty cents (\$0.60) per hour for all hours worked on such Saturday and/or Sunday.

6.09 **Reporting Pay**

An hourly paid employee who reports for work at his scheduled time, not having been previously notified to the contrary, shall be entitled to a minimum of four (4) hours work or pay in lieu thereof.

Where an employee is absent from work on the previous day, for reasons other than vacation, he shall be required to call his supervisor to ensure work is available for him on the following day. Failure to comply with this procedure will disqualify the employee from the four (4) hours pay or work, as herein provided.

6.10 **Call-Out Pay**

Where an hourly paid employee has left the Company's plant on completion of his day's work and is requested by the Company to return to work at a time before the commencement of his next scheduled days of work, such request shall constitute a "call-out." An employee returning to work on a call-out will be paid for all time worked outside his regular scheduled hours at the applicable overtime premium rate, or for four (4) hours work at his regular hourly rate, whichever is the greater amount.

6.11 **Meal Allowance**

During the term of this Agreement, employees who are required to work for two (2) hours or more of overtime shall be provided with a meal allowance of \$10.00 where food is purchased and consumed at or after the work, within a twenty-four (24) hour period. This shall be reimbursed to the employee upon presentation of a receipt.

6.12 **Employee on Call**

During the term of this Agreement, an employee required to be on call shall receive eighty dollars (\$80) per seven day week and one hundred dollars (\$100) in a week including a holiday weekend in addition to his regular rate which shall not be used in overtime calculations.

6.13 **Banking Overtime**

- (a) All regular hourly paid employees may make arrangements with the Employer to bank accumulated overtime (including that worked during "call-outs") to a maximum of eighty (80) hours. The employee may then request in writing overtime in time off. Notice must be given at least two (2) weeks in advance and will be honored on a first come basis. Upon request by the employee, such time off will be taken of the Employer's discretion consistent with the efficient operations of the business during the period September 15 through June 1. The minimum unit of banked overtime to be utilized will be forty (40) regular hours either in time off or pay.
- (b) Any hourly paid employee who wishes to bank overtime will make a request in writing, and this decision will be binding until the last pay period of March.
- (c) Overtime which is banked shall be credited in terms of complete hours (overtime less than one (1) hour per week will be paid in his current paycheque), and when taken as time off, shall be paid out on the regular weekly pay cheque at the same hourly rate as banked. When an employee leaves the Employer, all banked hours shall be paid out in total.

- (d) The Employer will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so through their supervisor.
- (e) Example of banked hours:

1 hour at 1 1/2 times	-	1 ½ hours banked
1 hour at double time	-	2 hours banked
- (f) The Employer will pay out all unused banked hours in the last pay period of each March and these hours will be paid out at the same rate as banked.

6.14 The Company will pay lodgings for any employee required to be away overnight from his home plant. Also, in accordance with present practice, the Company will reimburse the employee for meal expenses to a maximum of fifty dollars (\$50) per overnight trip on his next regular pay cheque.

6.15 An employee who is assigned Lead Hand responsibilities shall receive a fifty cent (\$0.50) per hour premium over the highest classification that he regularly supervised, including his own.

ARTICLE 7 - HOLIDAY PAY

7.01 The expression "holiday", wherever used in this Agreement, shall mean any one of the following:

- | | |
|-----------------|------------------|
| NEW YEAR'S DAY | HERITAGE DAY |
| GOOD FRIDAY | VICTORIA DAY |
| CANADA DAY | B.C. DAY |
| LABOUR DAY | THANKSGIVING DAY |
| REMEMBRANCE DAY | CHRISTMAS DAY |
| BOXING DAY | |

In addition to the foregoing holidays, each employee shall be provided with one (1) "FLOAT DAY" which shall be taken as a holiday at a time as agreed to between the employee and his supervisor. Part-time employees shall be eligible and paid for such FLOAT DAY on the same basis as their entitlement to holidays is determined.

7.02 If 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 the purposes of this Agreement. 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.

7.03 An employee's holiday pay for each such holiday shall be an amount equal to his regular hourly rate multiplied by eight (8), or by ten (10) if on a four by ten (4 x 10) work week.

7.04 Every employee, other than a part-time employee, will be paid for holidays observed hereunder, provided he is at work on his last scheduled work day before the holiday and his first scheduled work day after the holiday. A part-time employee will receive holiday pay if he has worked on at least fifteen (15) of the thirty (30) calendar days immediately preceding the Holiday.

7.05 When a holiday falls on an employee's regular day off or during the time he is on annual vacation, holiday pay will not be paid at that time but the employee will be given another

day off with pay (at a time to be mutually agreed upon) at the straight time rate of eight (8) hours (or ten (10) hours, if then on a four by ten (4 x 10) hour work week) at their rate of pay at the time the holiday is taken.

7.06 Notwithstanding the provisions of clause 7.04 above, an employee will qualify for holiday pay if:

- (a) he was absent on leave granted by the Company, such leave was for less than a forty (40) hour period, and he will not receive full or partial pay for the day on which the holiday is observed under any other clause of this Agreement or any plan or fund to which the Company contributes.
- (b) He was laid off work in the week of, or the week immediately preceding the week in which the holiday falls and he is recalled to work within thirty (30) calendar days of the date of layoff.

ARTICLE 8 - ANNUAL VACATIONS

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

Normally no vacation will be granted prior to the completion of the first full year of service; however, the Company will consider requests for the granting of one (1) week of vacation after six (6) months of service.

After the first year of employment, vacations may be taken up to three months in advance of the employee's anniversary date, subject to the following;

- (i) Vacation entitlements for two years cannot be combined under this provision;
- (ii) Employees will receive as a vacation advance the applicable percentage of their earnings in the previous calendar year. On their anniversary date they will receive the appropriate adjustment of either more vacation pay or a rebate to the Company if an overpayment was made.

8.02 The length of vacation to which each employee will be entitled will be governed by the total length of his continuous service with the Company, and will be determined from the schedule in clause 8.04 below.

8.03 The amount of pay to which each employee will be entitled in respect of his vacation will be determined in accordance with clause 8.04 below. The earnings on which the calculation will be based shall be total earnings from the Company for the year of service in respect of which the vacation is granted.

8.04 Schedule of Vacation with pay entitlement during the life of this Agreement

<u>Length of Service</u>	<u>Length of Vacation</u>	<u>% of Gross Earnings Payable</u>
1 but less than 3 yrs.	2 weeks	4%
3 but less than 8 yrs.	3 weeks	6%
8 but less than 13 yrs.	4 weeks	8%
13 but less than 19 yrs.	5 weeks	10%
After 19 year' service	6 weeks	12%

- 8.05 If an employee's vacation pay calculated on the basis of his regular hourly rate, multiplied by forty (40) hours each week of vacation to be taken, would be greater than the amount to be paid under clause 8.04 above, then he will be paid the greater amount, provided, however, 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 ninety (90) working days, exclusion of days absent on Workers' Compensation, then vacation pay shall be calculated only on the percentage basis set out in clause 8.04.
- 8.06 Employees who are on vacation shall receive their vacation pay on their regular payroll deposit day.
- 8.07 The Company will post a blank holiday schedule on the bulletin board at each branch by January 15 of each year. The employees must have completed posting their vacation request before February 15. Any employee not having posted his request by this date will be assigned a vacation period by the Branch Manager. Employees will be allowed to choose weeks in which general holidays fall. The holiday schedule shall only contain the names of employees covered by this Agreement who are members of the Union.
- (a) Each employee, in order of seniority at each branch shall then designate the dates they desire to have as their vacation period.
 - (b) All employees entitled to more than two (2) weeks vacation may receive them in one lump sum provided that not more than three (3) weeks are taken during the period June 15 to September 15.
 - (c) Employees qualifying for three, four, five and six weeks vacation may take three (3) weeks in the summer months and the balance during the period September 15 to June 15. If however, for a special occasion an employee requests his vacation be taken consecutively, this may be granted by mutual agreement.
 - (d) Once an employee establishes the dates for his vacation, the Company may not alter those dates without the consent of the employee; nor may the employee alter such dates without the consent of the Company.
- If an employee is unable to take his vacation as a result of illness or injury, he shall be entitled to reschedule his vacation during any available period provided that it does not affect any other employee's vacations covered by this agreement.
- (e) Up to two (2) employees per department will be permitted to be on vacation at the same time. The Company will endeavor to allow three (3) off during the off season where operational requirements permit.
- 8.08 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 continuous employment with the Company and his total earnings during the period, if any, in respect to which he has not received a paid vacation. Such vacation allowances shall be computed as follows:
- (a) If the employee has not completed his first year of continuous employment, he will receive as vacation pay on termination the applicable percentage of his total earnings during the period of his 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 was entitled, in respect of his last completed year of continuous employment, he will receive as vacation pay on

termination the applicable percentage of his total earnings from the last anniversary of his employment until the date of termination, less any vacation pay already granted in respect of the uncompleted year of continuous employment between the last anniversary of employment and the date of termination.

- (c) If the employee has completed one or more years of continuous employment and has not taken all the annual vacation to which he was entitled in respect of his last completed year of continuous employment, he will receive as vacation pay on termination:
 - (i) the applicable percentage of his total earnings during the last completed year of continuous employment, less any vacation pay already granted in respect of the year.

--plus--
 - (ii) the applicable percentage of his total earnings from the last anniversary of his employment until the date of termination.
- (d) The applicable percentage of earnings as referred to in (a), (b) and (c) above will be:

During the Life of this Agreement

<u>From</u>	<u>To</u>	<u>% Applicable to the Period of Continuous Employment Shown at Left</u>
Commencement of continuous employment	2 nd anniversary	4%
2 nd anniversary	7 th anniversary	6%
7 th anniversary	12 th anniversary	8%
12 th anniversary	18 th anniversary	10%
18 th anniversary and up		12%

8.09 An employee shall not be eligible for any overtime work during any week of his vacation period. Employees will not be contacted for overtime work until such time as they have returned to their first scheduled day of work after their vacation.

ARTICLE 9 - SENIORITY

- 9.01 (a) Seniority of an employee shall mean the length of his unbroken service with the Company (or its immediate predecessor) in the bargaining unit covered by this Agreement, except as provided in clauses 9.01 (b) and (c) below.
- (b) It is agreed that clause 9.01 (a) above shall not be applied to alter any seniority date which has been established prior to the effective date of this Agreement.
- (c) In any case where an employee has been transferred by the Company to a position outside of the bargaining unit and the Company desires to retain his services, it is hereby agreed that the reinstatement can be made within the bargaining unit to his original rated classification and placed upon the seniority

list with his original date of employment, less the amount of years and months in excess of one (1) year he spent working outside of the bargaining unit. It is understood, however, that his combined seniority would apply for vacation, pension, severance pay and welfare benefits.

9.02 For the purposes of this Agreement, Outside Employees and Inside Employees shall each be considered as a separate seniority group. A seniority list shall be maintained by the Company for each of these seniority groups showing the name and seniority date of each employee who has acquired seniority under this Agreement. Such lists will be posted quarterly on the bulletin boards of the respective seniority groups.

9.03 An employee's service with the Company shall be broken if that employee:

- (a) Voluntarily leaves the employ of the Company, or
- (b) Is discharged, or
- (c) Is absent without leave for a period greater than two (2) working days, or
- (d) After layoff fails to report for work five (5) working days after being recalled. The Company shall forward a registered letter to the last known address. If the person fails to report for work, he or she shall forfeit all seniority rights.
- (e) Is on layoff for a period in excess of twelve (12) months.

9.04 **Job Posting**

- (a) When a regular full-time job in a seniority group becomes vacant, the Company shall post a notice of such job vacancy on the bulletin board for a period of three (3) working days. During that period, any employee who is in that seniority group may make written application for such vacant job.

A copy of all job posting notices shall be forwarded to the President of the Union, together with all responses received.

- (b) All applications received in response to a job posting will receive due consideration. In making its decision, the Company shall consider the following two (2) factors:
 - (i) the relative seniority of the employees in that seniority group, and
 - (ii) the requirements and efficiency of operations and the ability, potential and physical fitness of the individual to do work required.

When factor (ii) is to all intents and purposes equal as between two (2) or more employees, seniority shall prevail.

- (c) Within three (3) working days of the posting of a job vacancy, the Company will select the successful applicant and post notice of such selection on the bulletin boards at all locations.
- (d) Employees who are absent from work when a vacant job is posted shall have the right to apply for the job within three (3) days of their return. However, in all cases, an application must be made within thirty (30) days of the posting.

If such an applicant is selected to fill the job posting, he shall displace any employee previously selected to fill the vacancy.

- (e) In the event that the Company has no full-time applicant in the seniority group who can satisfactorily fulfill the requirements of the job vacancy in that seniority group, the Company shall determine if there exists a fulltime applicant in the other seniority group who can satisfactorily fulfill the requirements of that job vacancy. Where there are no full-time applicants who can satisfactorily fulfill the requirements of the job vacancy, the Company shall determine if there exists a part-time employee, who has worked in excess of 1000 hours, in the seniority group where the vacancy exists who can satisfactorily fulfill the requirements of the job vacancy. Where there are no part-time applicants who can satisfactorily fulfill the requirements of the job vacancy, the Company shall determine if there exists a part-time employee, who has worked in excess of 1000 hours, in the other seniority group who can satisfactorily fulfill the requirements of the job vacancy.

As a result of the foregoing the vacancy still exists, the Company shall consider other part-time employees who can satisfactorily fulfill the requirements of the job vacancy firstly in the seniority group where the vacancy exists and then in the other seniority group prior to filling the vacancy with a new-hire employee.

In addition to the foregoing paragraphs a committee will be formed, made up of

equal representatives from the Company and the Union. This committee shall meet annually in September of each year to discuss all part-time classified employees and review their individual total hours worked. The committee shall consider the reasons why the part-time employee has accumulated their total hours and in what time period. If a majority of the hours worked are due to extra work, and not replacement work, then the committee will determine whether or not a full-time headcount should be added in order to fulfill the needs of the business. Any determination by the committee to add headcount must be unanimous. This provision is subject to the grievance procedure outlined herein. Full time employees in the other seniority group from where the vacancy exists

shall be considered, as outlined above, provided that they have previously indicated a willingness to transfer between seniority groups, in accordance with the Letter of Agreement on this matter.

- (f) Where the Company considers that the senior applicant may have the ability within thirty (30) working days to acquire the necessary qualifications through a period of training and education, he shall be assigned to the job. The Company shall pay tuition fees in instances where training involves acquiring an "air ticket". A probationary period of forty-four (44) working days shall be given to such employee including the thirty (30) day working period.

9.05

Layoffs and Re-hiring

- (a) Whenever layoffs in a seniority group are necessary, the Company shall first layoff temporary employees and then probationary employees, if any, in that seniority group. If further reduction of staff is required, the Company shall then layoff regular employees in the seniority group in reverse order of seniority (i.e. the most junior man will be the first laid off); provided, however, that the junior employee being laid off can be replaced by a competent substitute.

Notwithstanding the foregoing, effective from the date of signing of this Agreement where such layoffs are of a temporary nature, (not to exceed a period of twelve (12) consecutive months), employees may not exercise their seniority

rights with any other employees in the bargaining unit at any other location on Vancouver Island, but may do so only with respect to employees at their own location. Layoffs for periods in excess of twelve (12) consecutive months shall be carried out in accordance with the procedures established in the foregoing paragraph. In all cases of replacement, the employee exercising his seniority rights must be competent to perform the work available.

- (b) The Company will give as much notice as possible of layoff. If any regular employee is to be laid off for a period of more than five (5) working days, he shall receive five (5) days written notice of such layoff and the Union President shall be provided with a copy of same.

It is understood, however, that the provisions of this clause 9.05(b) shall not apply to layoffs due to circumstances which are beyond the control of the Company. In the case of any disagreement about the application of these provisions, the Union shall have the right of recourse through the Grievance procedure.

- (c) When workers are required for a seniority group, employees on layoff from that seniority each employee recalled must have the ability to satisfactorily perform the work which would so be made available to him.
- (d) Where an employee exercises his seniority to bump a more junior employee, for work that he is qualified to perform, then he shall receive the rate of pay for that junior employee's job after having completed on standard work day in the new job.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 During the life of this Agreement, should any difference arise as to the meaning or application of the provisions of this Contract, or should any local trouble arise in this Plant, there shall be no stoppage of work or strikes on the part of the Union, nor shall there be any lockouts on the part of the Company until the Grievance Procedure outlined has been complied with. Binding arbitration will be the final procedure in the case of disputes.

10.02 There shall be a Grievance Committee consisting of three (3) employees designated by the Union, who will be afforded such time off as may reasonably be required to attend the necessary meetings with Management.

A Memorandum of each grievance and decision shall be kept, one copy to be retained by the Company, and one copy to be retained by the Union, and one copy to be posted on the Bulletin Board.

10.03 The Union agrees to advise the Company of names of members of the Grievance Committee in writing and also of any changes from time to time.

10.04 The successive steps to be taken in handling of any grievances until it is settled shall be:

First

An aggrieved employee shall notify his Grievance Committeeman, who shall immediately request time off from his supervisor in order to take up the matter if the case is urgent; if not, it shall be taken up at the end of the shift. The Grievance Committeeman, with or without the aggrieved employee shall take up the matter with the

supervisor or the shift superintendent, and a decision if at all possible to be rendered immediately and not later than forty-eight (48) hours. In the case of a grievance involving the dismissal of an employee, this step of the Grievance Procedure may be omitted.

Second

If settlement is not reached, the grievance shall be presented in writing, signed by a member of the Grievance Committee to the Manager; a decision if possible to be rendered within seventy-two (72) hours. If a settlement is not agreed to, then Step Three will be invoked.

Third

If a Representative of the Union, a member of the Grievance Committee and a Representative of the Employer fail to reach a satisfactory settlement within seventy-two (72) hours, Step four to be invoked.

Fourth

The grievance shall be submitted to arbitration. The Union shall nominate one arbitrator and the Employer shall nominate one. Nominations shall be made within forty-eight (48) hours of this step being taken; thereafter, Step Five shall be invoked.

Fifth

The arbitrators shall attempt to nominate an impartial arbitrator who shall act as Chairman of the Arbitration Committee. Failing to agree upon such impartial arbitrator within a further twenty-four (24) hour period, the Minister of Labour shall be requested to appoint such impartial arbitrator. In case of a grievance involving the interpretation or violation of this Agreement, the majority decision of the arbitration shall be final and binding on both parties to the Agreement.

All time limits above set forth are exclusive of Saturdays, Sundays and observed holidays and may be further extended by the mutual consent of both parties.

10.05 It is distinctly understood that any Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts; the Board may, however, interpret the provisions of this Agreement.

10.06 The legitimate expenses of the third arbitrator of a three-man board shall be borne equally by the parties. Each party will bear the cost of their own arbitrators. The Company and the Union may also agree to a single arbitrator.

10.07 Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under Provincial Labour Statutes.

10.08 **Letters of Warning**

The Union President and/or an Union Representative shall attend in the event that an Union employee will be receiving any discipline (verbal, written, suspension), that will be placed in his/her employee file, unless the employee receiving the discipline refused such attendance. After a period of two (2) years free of any warning or suspension, any earlier letters will be disregarded in the discipline process.

10.09 **Access to Personnel Files**

Where an employee requires access to his own personnel file, the Company will make necessary arrangements to have that file available at the employee's work site location.

10.10 **Discharge Cases**

- (a) In the event an employee be discharged or laid off and he or she believes that he or she has been unjustly dealt with, such discharge or layoff shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that an injustice has been dealt an employee, the Company shall reinstate such employee and pay full compensation for time lost, or any lesser amounts as may be agreed upon between the Company and the Union, or as may be determined by a Board of Arbitration.
- (b) The Parties hereto have mutually agreed that "just cause" for termination of service may include the following:
 - 1. Stealing
 - 2. Drinking during working hours or while operating automotive equipment.
 - 3. Use of drugs on Company premises or while operating automotive equipment.
 - 4. Lateness and absenteeism could result in it being considered just cause.
 - 5. Continuous gross insubordination after reasonable warning.
 - 6. Fighting or destroying Company property.
 - 7. Continuously failing to perform as required and agreed when hired or transferred.
 - 8. Mistreating, abusing or threatening customers or their property.
 - 9. Sabotaging competitors' products.
 - 10. Dangerous operation of automotive equipment could result in just cause.
 - 11. Inability or incompetence in carrying out job the employee was hired to perform, unless physically disabled.
- (c) In the case of termination of service by the Company, the following procedure will be followed:
 - 1. The Company will notify the Union President and the Union representative with as much detail as possible.
 - 2. The Company will provide the terminated employee with written reasons for his termination and a copy of same to the Union President and the Union representative.
 - 3. Should the Union representative wish to review the employee's personnel file (exclusive of any confidential material) and the employee provides written authorization for such review, the Company shall permit same.

- (d) All complaints about unjust discharge or layoff must be submitted in writing, within five (5) days or longer by mutual agreement between the Company and the Union from the date of the discharge or layoff.

ARTICLE 11 - LABOUR DISPUTES

- 11.01 The Company agrees that in the event of a legal strike amongst the employees of a concern with which the Company is doing business it will not ask, require or in any way force or compel members of the Union to service such a strikebound firm by crossing any established legal picket line(s).

ARTICLE 12 - WAGES

- 12.01 Wages and Salaries for work are attached and known as Appendix "A" and are effective as of the dates set forth in the said Appendix.

- 12.02 When an employee is temporarily removed from his regular work and placed on other work for the Employer's convenience, he shall be paid his regular rate of pay or the rate of the other work after four (4) hours, whichever is greater. It is also agreed that regardless of age or sex, equal pay for equal work will prevail if the work ordinarily carried out can be performed without further assistance.

- 12.03 (a) When new job classifications are established as deemed necessary and advisable by the Company, the Union shall be advised. A rate shall be set by the Company. If after a trial period of thirty (30) days the Union deems the adjustment made by the Company to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure provided.

- (b) When the deletion of existing job classifications is deemed necessary or existing job classifications require changes because of changes in the character of duties and responsibilities, as deemed necessary by the Company, the Union shall be advised of the changes in writing forthwith. Thereafter, a meeting will be arranged between the Company and the Union to discuss such deletion or change. It is understood that the Company will make every effort to make such change or deletion with the least amount of dislocation amongst the employees.

If the Union deems the deletion or change to be unsatisfactory, the dispute shall be settled pursuant to the Grievance herein provided.

- 12.04 All employees shall be paid on Friday, before or during working hours. Payment of wages shall be for all hours worked to the end of the previous pay period. If the Company changes the frequency of pay for its employees, all employees will be notified at least six (6) weeks prior to such change.

- 12.05 Laid off employees shall receive all monies due to them at the time of layoff, with the exception of vacation pay, which would be paid only on employee request.

- 12.06 It is understood an employee shall retain his or her current rate of pay while training for a job vacancy for which he/she applied and was awarded. Training periods shall not be for unreasonable lengths of time.

- 12.07 The Company agrees to pay full days wages on the date of an accident for employees having Workers' Compensation Board cases.

12.08 Employee Savings and Investment Plan (E.S.I.P.)

Participation in this Plan will be made available to all eligible employees.

ARTICLE 13 - SAFETY AND HEALTH

13.01 The Company shall continue to make reasonable provisions for the safety and health of its employees.

13.02 Employees who, with the approval of the Company, undertake the Industrial First Aid course of study (I.F.A.) or the Survivor First Aid course of study (S.F.A.) shall have their course fees paid for by the Company. In addition, if an employee takes such course(s) at the request of the Company, he shall not lose earnings due to necessary absence from his regularly scheduled work to attend at such course(s).

Employees who successfully complete such courses shall, whenever designated by the Company as having the responsibility of first aid attendant, receive the following premiums.

- \$0.45/hour for a W.C.B rated level I Certificate
- \$0.55/hour for a W.C.B rated level II Certificate
- \$0.65/hour for a W.C.B rated level III Certificate

ARTICLE 14 - HEALTH INSURANCE PLANS

14.01 The Company agrees to maintain the following Medical Plan, Sickness and Accident Plan, Weekly Indemnity Plan and Group Life Insurance Plan, and Hearing Aid, Eyeglass and Prescription Drug Plan for the duration of this Agreement and no changes will be put into effect unless mutually agreed upon between the Company and the Union. These programs will cover all full time employees who have completed their probationary period.

- (a) The Company agrees to pay one-half of the cost of full medical coverage for all covered employees and their dependents as provided through the Medical Services Plan of British Columbia for the first two years of employment.
- (b) The Company agrees to pay one-half of the cost of Hearing Aid, Eyeglass and Prescription Drug Plan coverage for all covered employees and their dependents for the first two years of employment.

Coverage provides the following benefits, subject to a twenty-five (\$25.00) dollar deductible per family per year, which shall be reimbursed to the employee by the Company:

- (i) **Hearing Aid Coverage:**
Expenses incurred relative to the purchase of hearing aids for children and adults (up to the age of 65) when prescribed by a certified Ear, Nose and Throat Specialist may be claimed up to three hundred and fifty dollars (\$350.00) per person per four year period. Coverage does not include payments for repairs and maintenance, batteries or recharging devices, or other such accessories. Replacement hearing aids will be paid for only in those cases when the hearing aid cannot be satisfactorily repaired, and when the hearing aid was not damaged through negligence.

(ii) **Eyeglass Coverage**

Expenses incurred relative to the purchase of prescribed lenses and frames or contact lenses may be claimed up to the amount of \$100.00 per person per year, subject to the results of an examination by a qualified optometrist if requested by the Employer.

(iii) **Prepaid Prescription Drug Plan**

Prepaid prescription drug plan which pays one hundred percent (100%) of prescription drugs for employees and their dependents.

(c) The Company agrees to pay one hundred percent (100%) of the cost of these programs for employees after two (2) years of employment.

(d) **Weekly Indemnity**

The Company agrees to pay premiums on behalf of covered employees to provide a Wage Indemnity benefit of 80% of an employee's regular weekly salary, through its present agency.

- from 1st day accident
- from 3rd day sickness
- length of coverage - 26 weeks

In the event an employee is off work due to sickness for ten (10) consecutive working days or longer, Weekly Indemnity benefits shall be payable from the first day of such absence.

(e) **Life Insurance**

The Company agrees to pay 50% of the premiums for Group Life Insurance in an amount equal to an employee's annual gross earnings (to the nearest thousand dollars) in addition to A.D.&D. on this amount for covered employees for the first two years of employment and 100% thereafter.

(f) All benefits provided under this Article shall remain in effect for laid off employees until the end of the month in which the layoff occurs.

14.02

Dental Insurance

(a) The Company agrees to pay 50% of the premiums for its dental plan as follows, for all full time covered employees and dependents for the first two years of employment and 100% thereafter:

90% Basic Dental Services

90% Crowns, Bridges and Dentures

90% Orthodontics

(b) It is agreed that in the event the Government of Canada or the Province of British Columbia provides a non-contributory Dental Care Plan with similar benefits, the Employer's obligation to continue the Dental Plan shall cease.

14.03 **Dependents**

Eligible dependents shall be wife or husband of a covered employee and a covered employee's unmarried children under the age of 21 or under the age of 25 while attending an educational institution provided such person is still dependent on the employee.

14.04 The employer agrees that where any employee who drives a Motor Vehicle in the course of his employment coming under Section 1 to 5 of the Motor Vehicle Classification licenses is required by any agency, insurance or whatever to take a medical examination to verify his right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 or to obtain an Air Ticket, the employer hereunder, shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

14.05 If a delay in receipt of payment by the Workers' Compensation Board, or a payment by the insurance carrier of Weekly Income Benefits, would create an undue hardship for an employee, he may receive a pay advance of up to four hundred dollars (\$400.00) per pay period. Such advances are to be repaid to the Company upon receipt of the related claim payments or within thirty (30) days of notification of rejection of the claim.

14.06 It is agreed and recognized by the Parties that the Company will provide the foregoing Benefits through an insurance carrier, and will in no circumstances, be considered as the insurer, and will be obligated hereunder only to pay the premiums for the foregoing benefits.

ARTICLE 15 - PENSION PLAN

15.01 The Company agrees to provide to all eligible employees of the Bargaining Unit with the Coca-Cola Bottling Company Pension Plan ("E.R.P") together with the Retiree Benefits Program for employees who retire from that Plan.

ARTICLE 16 - UNIFORMS AND FOOTWEAR

16.01 The Company will supply to each employee (other than probationary, seasonal and part-time employees) as reasonably required by him during each year of this Agreement the items of standard work Clothing to the total amounts specified in the following schedule:

Group No. 1

Warehouse Worker

- 5 shirts
- 5 pairs of trousers or shorts
- 3 jackets

* females may receive smocks in lieu of shirts

Group No. 2

Automotive Mechanics

- 5 pairs of trousers or shorts
- 2 jackets
- 2 coveralls
- 5 shirts

Group No. 3

Sales Department

- 5 shirts
- 5 pairs of trousers or shorts
- 2 jackets

Note: (1) Sales Equipment Service may also receive 1 coverall. Employees with Class 1 Air Ticket may receive 1 coverall in lieu of 1 shirt and 1 trouser. Sales Equipment Service personnel shall also receive 1 winter vest in each two (2) year period.

(2) The company will supply inside and outside employees with work gloves, as required, on a replacement basis.

Other Provisions

Company Property

All uniforms, shirts and trousers are the property of the Company and must be returned on the termination of service

Laundry

The Company will launder all uniform shirts, trousers, smocks, slacks, and coveralls. These include Plant, Warehouse and Sales uniforms.

Rain Jackets and Rain Pants

The Company will 50/50 cost share with outside employees.

Inside Employees

The Company will make available two (2) sets of rain clothing to be used by inside employees.

Safety Boots

Shall be C.S.A. approved, Class 1 Boot (no running shoes). Employees shall receive a Safety Boot Allowance to purchase this footwear of \$135.00 per year and this amount shall include applicable taxes.

16.02 The Company agrees that the wearing of shorts by salesmen in the trade will be permitted, provided that they are:

- (a) Proper Grey colour,
- (b) Bermuda-type,
- (c) Presentable in appearance
- (d) Approved by sales management

The Company will not share in the cost of such shorts.

16.03 Uniforms for part-time employees shall be the following:

- 5 shirts
- 2 trousers
- 1 jacket

In addition to the foregoing the part-time "TRUCK WASHER" shall be provided with Rain Apparel and two (2) pairs of lined rubber gloves.

Part-time employees will be required to provide their own safety boots prior to starting work with the Company. After they have completed their Probationary Period, the Company shall reimburse fifty percent (50%) of the cost of the boots to the employee to a maximum of one-half (1/2) of the provision for regular full time employees.

16.04 Seasonal employees working as outside employees shall be provided with a trade marked shirt or other similar apparel, as deemed appropriate by the Company.

ARTICLE 17 - TOOLS

17.01 (a) Automotive Mechanics shall supply and maintain their own tool kit and shall receive a tool allowance which shall be paid annually. The amount of such payment shall be twenty dollars (\$20) for each month the employee is classified as an automotive mechanic. Such amount shall be a taxable benefit.

(b) Other than as provided on (a) above, tools and equipment required by employees to properly perform the function of their jobs shall be furnished by the Employer and shall be its property at all times.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Bereavement Leave

In the event of a death in a regular employee's immediate family, the employee shall be granted three (3) days leave with pay. Immediate family shall be defined as spouse, children, parent, sister, brother, mother-in-law, father-in-law and grandparents. The Company may, at its discretion, grant compassionate leave in other circumstances.

18.02 Jury Duty

An employee summoned to jury duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for such service, if any, and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of the normal shift remains to be worked.

18.03 Parental Leave

Employees shall be provided with Parental Leave in accordance with the provisions of the Employment Standards Act.

18.04 Parental Leave

The Company agrees to grant one day off, with pay, for men, when his wife gives birth to a child. This benefit is not extended to adoption.

18.05 Sick Leave

(a) Effective November 1, 2003 and on each November 1st of each year, thereafter, every regular employee who, as at November 1st has completed one or more years of continuous employment with the Company shall be provided with a sick leave bank for the year ending October 31st of six (6) days. A regular employee

who completes one year of continuous employment during the prescribed year, shall be provided with a sick leave bank calculated on a pro rated basis.

Sick Leave payments shall be in an amount equal to the employee's regular rate of pay for a standard working day, as in effect at the date of such payment.

- (b) No payment shall be made under this clause 18.05 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, Worker's Compensation, Employment Insurance, Government Pension Plan, etc.)
- (c) Effective from November 1st, 2004, and on each November 1st thereafter, an employee who has not used all of his sick bank entitlement for the previous year shall be paid out the remainder of his bank on an amount equal to the employee's regular rate of pay for a standard working day, as in effect as at October 31st of the previous year.
- (d) Transitional Provision

As employees have already received sick leave cash out for November, 2003 and December, 2003 the sick leave bank credited November 1st, 2003 may not be used until on or after January 1st, 2004. For the period January 1st, 2004 to November 1st, 2004 regular employees will have five (5) sick days for that period.

18.06 **Other leaves**

- (a) Requests for leaves of absence (other than those referred to above) must be in writing and in no case issued for more than three (3) months. However, this may be extended upon agreement between the Management and the Union.
- (b) If an employee, employed in a classification requiring a driver's license suffers a revocation of his driver's license, for reasons other than allowing his license to expire, he shall be provided with other work, if available, and if he is qualified to perform such work, but shall not use his seniority to bump any regular or part-time employee. If such work is not available, the employee shall be considered on a leave of absence without pay not to exceed sixteen (16) months dated from the loss of such license. This opportunity shall be made available to the employee on a one-time basis only.
- (c) In accordance with the B.C. Employment Standards Act, an employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
 - (a) the care, health or education of a child in the employee's care, or
 - (b) the care or health of any other member of the employee's immediate family.

18.07 **Union Leave**

- (a) The Employer shall allow time off work, without pay, to four (4) employees (no more than two from either location, Nanaimo or Victoria) who are serving as a delegate to any conference or function on behalf of the Union, provided the request is in writing, is reasonable, and provides sufficient notice.

- (b) No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting. During an authorized leave of absence, an employee shall maintain and accumulate seniority.

ARTICLE 19 - TECHNOLOGICAL CHANGE

19.01 The Union agrees it is the sole right and function of Management to change methods or facilities and to install equipment of all kinds and to make such other changes in or to its operations as it deems necessary or advisable.

Should the Company decide to install new advanced mechanical equipment, change methods, or close down any of its operations that would result in the termination or layoff of regular full-time employee(s), it will give the Union three (3) months advanced notice. It is understood the parties shall discuss the question of retraining or application of severance pay.

19.02 The Company will retrain as many qualified employees so affected as possible.

19.03 In the event of a technological change as contemplated in clause 18.01 above, severance pay will be paid in accordance with the following:

- (a) No Severance Pay will be paid for service of less than three (3) months of employment.
- (b) One week's current earnings will be paid after three (3) consecutive months of employment.
- (c) Two (2) week's current earnings will be paid after twelve (12) consecutive months of employment.
- (d) One (1) week's current earnings will be paid for each of the next four (4) years of service or fraction thereof.
- (e) One (1) week's current earnings for each year or fraction of a year of service in excess of five (5) years and up to the actual date of termination. (f) The above shall not apply when an employee resigns or is discharged for cause.
- (f) After an employee has been laid off longer than one year, the employee's name shall be deleted from the seniority lists and the Company agrees to pay full severance pay in accordance with the above pay formula.

19.04 Where an employee loses his job as a result of a technological change and is unable to exercise his seniority rights to obtain another job within his seniority group or is unqualified for another job within his seniority group and unable to be trained and qualified within a ninety (90) day period, he shall be permitted to bump the most junior employee in the other seniority group, provided that he is qualified to do the work of that junior employee or he is able to qualify within a ninety (90) day period. Should this occur, the employee shall carry his full seniority with him to his new seniority group.

ARTICLE 20 - DURATION OF AGREEMENT

20.01 This agreement shall be in full force and effect from and including November 1st, 2008 to and including October 31st, 2012 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement with four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the

other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of a strike and such strike has been implemented, or the employer shall give notice of a lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement. The operation of Section 50(2) of the British Columbia Labour Relations Code is hereby excluded.

20.02 No person who was not in the employ of the Company on October 26, 2003 shall be entitled to claim from the company any amount arising from increases in pay as provided in Appendix "A", which is attached hereto and forms part of the Agreement, or from any of the provisions of the Collective Agreement. All provisions of this Agreement, which represent a change from the Collective Agreement which expired on October 31, 2008, shall become effective on November 1st, 2008 unless, as otherwise specified herein. Operational changes, which represent a change from the Collective Agreement which expired on October 31, 2008, which do not have a specified date, will be implemented as soon as reasonably practicable. This Agreement shall expire on October 31, 2012.

20.03 It is mutually agreed that the operation of Sub-Section 2 of Section 66 of the Labour Code of British Columbia is specifically excluded from this Agreement.

IN WITNESS WHEREOF the parties hereto caused this Agreement to be executed by their respective duly authorized representatives at the City of Victoria, in the Province of British Columbia, this
day of _____, 2009.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

**APPENDIX "A"
WAGE SCHEDULES**

PLANT EMPLOYEES	EFFECTIVE NOV 1, 2008	EFFECTIVE NOV 1, 2009	EFFECTIVE NOV 1, 2010	EFFECTIVE NOV 1, 2012
WAGE BRACKET 1				
Fork Lift Operator/Plant	\$25.07	\$25.45	\$25.96	\$26.60
WAGE BRACKET 2				
Shipper/Receiver	\$26.55	\$26.95	\$27.49	\$28.18
WAGE BRACKET 3				
Journeyman Mechanic	\$30.90	\$31.36	\$31.99	\$32.79
WAGE BRACKET 5				
Part-Time Employee	\$20.04	\$20.34	\$20.74	\$21.26
WAGE BRACKET 6				
Seasonal Employee	\$12.09	\$12.27	\$12.52	\$12.83
WAGE BRACKET 7				
Part-Time Truck Washer	\$11.43	\$11.60	\$11.83	\$12.13
OUTSIDE EMPLOYEES				
WAGE BRACKET 1				
Equip Service Trainee	\$24.03	\$24.39	\$24.87	\$25.49
Cooler Mover	\$24.03	\$24.39	\$24.87	\$25.49
Equip Service Tech	\$27.08	\$27.49	\$28.04	\$28.74
WAGE BRACKET 3				
Tell-Sell Operator	\$21.93	\$22.26	\$22.71	\$23.28
WAGE BRACKET 4				
Delivery Driver with Air	\$27.31	\$27.72	\$28.28	\$28.98
L/O Driver Merchandising	\$19.05	19.34	\$19.72	\$20.22
WAGE BRACKET 5				
Part-Time Driver with Air	\$21.71	\$22.04	\$22.48	\$23.04
WAGE BRACKET 6				
Seasonal Employee	\$12.09	\$12.27	\$12.52	\$12.83
WAGE BRACKET 7				
Seasonal Driver with Air	\$16.91	\$17.16	\$17.51	\$17.94
WAGE BRACKET 8				
Chase Merchandiser	\$15.50	\$15.73	\$16.05	\$16.45

A.02 Lead Hand Premium

Lead Hand Premium \$.60/hr

A.03 Probationary Rate

Probationary rate \$1.50/hr less than classification rate

A.04 Cooler Mover

As a transitional provision, the current incumbents of this classification, as at October 26, 2003, shall be red-circled in the classification and replacements, if required in the future, shall be classified and paid according to the new classification, pursuant to Appendix "A".

A.05 Drivers Performing Merchandising Work

Where a full time driver elects to perform available merchandising work to avoid being laid off, he shall be paid at the rate of \$19.05 per hour for all hours worked. Where a part time driver elects to perform available merchandising work to avoid being laid off, he shall be paid at a rate of \$15.50 per hour for all hours worked.

A.06 Lump Sum Payment

A lump sum payment of \$250.00 will be paid following ratification of the Collective Agreement.

LETTER OF UNDERSTANDING #2

BETWEEN: COCA-COLA BOTTLING COMPANY (VICTORIA)

AND: TEAMSTERS LOCAL UNION No. 213

**RE: COLLECTIVE AGREEMENT ORIGINALLY EXECUTED ON MAY 13, 1993
INSIDE/OUTSIDE SENIORITY GROUPS**

The Company and the Union agree to the introduction, on a trail basis, of a procedure whereby there shall be an opportunity for transfer between the "inside" and "outside" seniority groups within each Company plant location. In administering such transfers, the following procedures shall apply:

1. Any regular employee having seniority standing who wishes to permanently transfer from the "inside" seniority group to the "outside" seniority group at this plant location, or vice versa, shall so notify the Company, in writing.
2. When, after completion of the job postings procedures, a vacancy exists which the Company would otherwise fill by new hire, the Company shall, before hiring a new employee, give consideration to those employees who have filed notice of their desire for transfer between seniority groups. The most senior qualified candidate then on the transfer list shall be transferred. If there is no qualified candidate for a particular vacancy the Company may then hire a new employee.
3. On an annual basis the Company will post to create an annual list of qualified employees who may perform work on the opposite seniority list in his location if extra work is available and all other employees on that list are working or have refused to perform the extra work. The employee shall be paid at the applicable rate of pay for the other work.
4. It is understood and agreed by the parties that an employee wishing to transfer under these arrangements must be capable of satisfactorily performing the work so made available to him. In keeping with that understanding, it is agreed that a six (6) month trial period shall apply from the date of transfer during which the transfer may be reversed, if so requested by the employee or by the Company. In such case, the reverting employee may displace the employee who replaced him in his previous position. An employee may transfer from one seniority group to the other once during his employment with the Company.
5. This opportunity for transfer between seniority groups shall apply to normally occurring vacancies only - i.e.: it shall not apply to a "vacancy" which has been created by the granting of an inter-group transfer under these provisions.

