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No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	LP		

## COLLECTIVE AGREEMENT

**BETWEEN:**

**COTT BEVERAGES CANADA  
A Division of Cott Corporation**

(hereinafter referred to as the "Company")

- and -

**TEAMSTERS LOCAL UNION 938  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

(hereinafter referred to as the "Union")

**EXPIRY DATE: JANUARY 31<sup>ST</sup>, 2004**

**ENTERED**

**11691 (02)**

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## PREAMBLE

The purpose of this Agreement is to establish and maintain satisfactory working conditions, hours and wages, to provide an amicable method of settling differences or grievances which might arise and to maintain harmonious relations between the Company and all employees covered by this Agreement. However, this preamble shall not conflict with contractual arrangements as set out in the body of the Agreement.

The masculine pronoun, whenever used in this Agreement, shall include the feminine;

## ARTICLE 1

### RECOGNITION

#### Section 1.01

The Union, shall be the exclusive collective bargaining representative of all employees in the bargaining unit which consists of all employees of the Company in the Province of Ontario, in the soft *drink* and allied industries, except:

- (a) supervisors, persons above the rank of supervisor;
- (b) office, drivers and sales staff.

#### Section 1.02

The Company will supply to the Union a list of the supervisory/managerial personnel whose duties are supervisory or managerial but who may occasionally relieve an employee in the bargaining unit for a short period or work emergency situations or to train or demonstrate.

The performance by supervisory/managerial personnel of work in these circumstances shall not result in the layoff of a bargaining unit employee, nor is it intended that supervisory/managerial personnel will replace bargaining unit employees who are on layoff.

#### Section 1.03

It is agreed that the drivers will not perform the work of the bargaining unit, nor shall they displace members of the bargaining unit at any time.

**ARTICLE 2**

**CHECKOFF OF DUES , INITIATION AND RE-INITIATION FEES**

**Section 2.01**

All employees must immediately assign to the Union through payroll checkoff the current monthly Union dues by signing the regular Dues Authorization and Application for Membership Card or the equivalent should the format of this card be changed, which will then be forwarded to the Union Office. "Employee" shall include seasonal, probationary, and seniority employees.

**Section 2.02(a)**

The Company shall be advised of the amount of the current monthly Union dues to be deducted by written notice from the Local Union's Secretary-Treasurer.

**Section 2.02(b)**

The Company agrees to deduct initiation fees from each employee upon the completion of **his** probationary period on the first pay week and forward said amount on the current **pre**billing list.

The list shall include the employee's name, address, starting rate, social insurance number, postal code, date of birth, seniority date, hourly rate of pay, department or payroll employee number and any other pertinent information.

**Section 2.02(c)**

The Company agrees to deduct re-initiation fees and assessments if requested to do so by the Union.

**Section 2.03**

Union dues shall be deducted on a monthly basis, the first pay week in the month, the **full** amount of which will be remitted to the Union Office within ten (10) days from the date the deductions were made.

**Section 2.04**

Dues authorization cards shall remain in effect during the term of an employee's service with the Company.

Section 2.05

The Union office is presently acknowledged as Teamsters Local Union 938, 275 Matheson Blvd. E., Mississauga, Ontario L4Z 1X8.

Section 2.06

The Union will notify the Company in writing of any arrears in dues caused for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such moneys to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than twenty-five dollars (\$25.00) per week. The Union will refund directly to the employee any such moneys deducted in error.

Section 2.07

The Company agrees to continue to use the Union's prebilling system for dues and other requested deductions and will forward all required information.

Section 2.08

The Company will show the yearly Union's dues deductions on employees' T-4 slips.

Section 2.09

A seniority list containing names, addresses, social insurance numbers, seniority date and job hourly rate of employees as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

ARTICLE 3

UNION SECURITY

Section 3.01

All employees shall become and remain members in good standing of the Union as a condition of employment, upon completion of the probationary period.

Section 3.02

The Business Representative assigned by the Local Union, or his designate, may enter the Company's premises for purposes of representation, investigation and general goodwill.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.01

The Union acknowledges that, except **as** specifically restricted herein in the Collective Agreement, it is solely and exclusively the right of the Company to manage and operate its plant and business and without limiting the generality of the foregoing management rights shall include the right to:

- (a) maintain order, discipline **and** efficiency;
- (b) hire, transfer, promote, demote, classify, discipline and discharge employees provided that a claim that a seniority employee has been disciplined or discharged without just cause may be dealt with **as** provided in the Grievance Procedure;
- (c) supervise, direct and assign work to employees within the bargaining unit.

Section 4.02

It is understood that in exercising these functions the Company must comply with all other clauses of this Agreement. When an employee is disciplined or discharged the appropriate Steward, Chief Steward and the Business Representative assigned by the Local Union **will** be given, in writing, reasons for such action.

The notice will be sent directly to the Local Union office for the attention of the Business Representative.

When an employee is disciplined, suspended or discharged pending investigation, the Company shall provide written notice outlining the matter under investigation within **twenty-four (24)** hours.

Section 4.03

In the imposition of discipline, prior suspensions and disciplinary written warnings will not be referred to or relied upon by the Company after twelve **(12)** months provided there **has** been no other disciplinary written warnings or suspensions issued in the twelve (12) month period, but in no case shall a written warning or suspension be referred to or relied upon once eighteen (18) months has elapsed since it was issued.

ARTICLE 5

UNION ACTIVITIES

Section 5.01

No employee shall be discriminated against or discharged for his activity as a Union member or for doing committee or other work for the Union provided, however, that permission from the Company is obtained if such activities occur during working hours and interfere with employee's normal duties on behalf of the Company. It is agreed that such permission, if requested, will not be unreasonably withheld in any instance.

Section 5.02

The Chief Steward shall be scheduled to **work** steady day shifts.

Section 5.03

The Company will provide for up to two **(2)** days per year paid leave of absence per Steward to attend Union sanctioned seminars and/or educational programs up to a total maximum ten (10) working days per year.

ARTICLE 6

PROTECTIVE CLOTHING, UNIFORMS AND SAFETY EQUIPMENT

Section 6.01

The Company will supply the following:

- (a) employees three (3) pants and five **(5) shirts** to be issued prior to March 1st each year;



- b) laboratory coats four (4) each year for syrup and quality control personnel.
- c) all full time employees who have completed their probationary period shall be issued one (1) winter jacket every three (3) years. Such jacket will be available by November 1st, 1999.

It is the responsibility of the employee to maintain and to wear the uniform while at work.

The Company will provide outside yard and lift truck operators on the shipping dock with one (1) winter jacket every two (2) years by October 1. For employees who are temporarily assigned to work in these areas, the Company will make winter jackets available for their use while so engaged and such jackets are to remain on the Company premises.

Section 6.02

The Company will on January 15th of each year, issue a cheque in the amount of one hundred and forty dollars (\$140.00) to each employee for the purchase of CSA approved "Green Patch" safety footwear. The wearing of such footwear is a condition of employment. This amount will be pro-rated upon completion of the probationary period.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.01

The Company will recognize a Union In-Plant Committee comprising of a Chief Steward, Steward(s) and Alternate Steward(s):

Production Department: Bottle & Canning	1 Steward each shift 1 Alternate Steward each shift
Warehouse/Shipping-Receiving:	1 Steward 1 Alternate Steward
Maintenance Department:	1 Steward 1 Alternate Steward
Quality Control/Syrup Maker:	1 Steward 1 Alternate Steward

Section 7.02

The procedure for handling complaints or grievances of employees shall be **as follows: an** employee who **has** a complaint or question shall ordinarily discuss the matter with his Supervisor, but if this does not satisfy him or if for any reason his complaint is of such a nature that he prefers to refer it to **his** Steward first, he may do **so**.

Section 7.03 - Step No. 1

If a complaint or grievance is referred by an employee to **his** Steward, the Steward shall present the matter to the Supervisor of the employee involved within five **(5)** working days from the time such grievance arose or became apparent and shall endeavour to manage a satisfactory settlement.

Section 7.03 - Step No. 2

If such settlement cannot be arranged the Steward shall then state the grievance in writing in triplicate and give the Supervisor five **(5)** days or sooner to provide a **Mitten** answer.

Section 7.04 - Step No. 3

If the decision of the Supervisor is not acceptable to the employee or Union, the Chief Steward may appeal the decision within five **(5)** working days after the Supervisor's decision to the Supervisor's immediate Manager. The Supervisor's immediate Manager will give **an** answer in **writing within five (5) working days or sooner after the day on which** the grievance was presented to **him**.

Section 7.05 - Step No. 4

If the decision of the Supervisor's immediate Manager is not acceptable to the employee or Union, the grievance may be presented within five **(5)** working days after the Supervisor's immediate Manager's decision by the employee's Chief Steward to **the** Executive Management, to be taken up at a meeting arranged between Management and the Business Representative assigned by the Local Union or his designate which will be held within five **(5)** working days or a mutually agreed to time. The grievor, Chief Steward, Steward will also attend if available.

One or two additional representatives **of** the Union's choice may be present at **this** meeting if requested either by the Company or Business Representative assigned by the Local Union. Unless otherwise agreed, Management shall give its decision in writing to the Business Representative assigned by the Local **Union** or his designate within five **(5)** working days following the **meeting**.

Section 7.06 - Arbitration

If the decision of Management is not satisfactory to the Union, the Business Representative assigned by the Local Union **may**, by serving written notice within thirty (30) days of the date on which Management's decision **was** received, appeal therefrom to an impartial arbitrator selected by the Company and the Union. In the event agreement to an arbitrator cannot be reached either party may apply to the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

Section 7.07

The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties hereto.

Section 7.08

**An** arbitrator shall not alter, add to, subtract from, modify or amend any **part** of **this** Agreement. He shall, however, in respect of a grievance involving the suspension or discharge of **an** employee, be entitled to set aside or substitute such other penalty **as** to the arbitrator seems **just** and reasonable in all the circumstances.

Section 7.09

With respect to grievances involving discharge, the grievance shall be put in writing and Step **Nos. 1, 2 and 3** shall be omitted and the grievance shall be dealt with by starting with Step No. **4** herein.

Section 7.10

It is also agreed that if any dispute arises between the parties to **this** Agreement concerning the general policy of either of the Union or the Company which affects the orderly administration of this Agreement that either party may invoke the Grievance Procedure and arbitration beginning with a conference at Step No. **4**.

Section 7.11

Time limits at any step of the Grievance Procedure may be extended by mutual agreement between the parties.

ARTICLE 8

SENIORITY

Section 8.01

Seniority shall be based upon total length of continuous service with the Company.

Section 8.02

Employees shall attain seniority after having worked for six hundred (600) hours within a twelve (12) month period. **An** employee's seniority date shall be the date of the completion of the six hundred (600) hour probation period.

Section 8.03

Seniority shall govern in the matter **of** promotions, demotions, layoffs and recalls **after** layoffs, provided the senior employee **is** qualified to perform **the** work required **as** outlined in Section **11.02**.

Section 8.04

Employees will be placed on a plant-wide seniority list.

Section 8.05

Seniority lists shall be revised and posted on Union Bulletin Boards every three (3) months **and** copies shall be supplied to the Chief Steward and Stewards with copies mailed to the attention of the Business Representative assigned by the Local Union to the Union office.

ARTICLE 9

TERMINATION OF SENIORITY

Section 9.01

Seniority shall cease and employment shall be terminated for any of the following reasons:

- (a) **if an** employee **quits**;

- (b) if an employee is absent from work for two (2) or more consecutive days without having notified the Company and received permission to be absent in advance where that is possible;
- (c) if an employee has been laid **off** and fails to report for work within seven **(7)** days after written notice to report to work has been mailed to his last address registered with the Company, provided that when an employee is recalled to work and does not report within forty-eight **(48)** hours, the Company may recall the next employee in line, but he is subject to being displaced if the first employee recalled does report within seven (7) days;
- (d) if **an** employee has been discharged for just cause and is not reinstated due to the Grievance or Arbitration Procedure;
- (e) in case of layoff for a period of twelve (12) months or equal to his seniority if less than twelve (12) months.

## ARTICLE 10

### LAYOFF AND RECALL

#### Section 10.01

In the event of a layoff, employees shall be laid **off** according to their plant seniority provided the senior employee is qualified and able to perform the work of the employee he displaces.

#### Section 10.02

Employees with seniority who are laid off shall be recalled in reverse order to that in which they were laid off, provided the senior employee(s) are qualified to perform the work required, **as** outlined in Section 11.02.

#### Section 10.03

In the event of the curtailment of business or in the event of changed conditions which will cause a shortage of work, the Company will endeavour to post and to give the Business Representative assigned by the Local Union notice by 12:00 noon Wednesday of the week preceding the effective date of the layoff of the Company's intention to layoff regular employees or to schedule some of them for less than **full** time hours or for hours other than regular hours in lieu of layoff.

This notice will permit discussion of the problem and provide an opportunity for either the Business Representative assigned by the Local Union or the Company to make suggestions which could eliminate or reduce the extent **of** the **layoff** or **short** time situation anticipated.

separation papers and pay slips will be provided within five (5) working days of the notice of layoff where the layoff is for five (5) working days or greater.

## ARTICLE 11

### JOB POSTINGS, PROMOTIONS, VACANCIES AND TRANSFERS

#### Section 11.01

If a vacancy should occur in any bargaining unit position in the plant, the Company will post a notice on the plant bulletin boards in all departments, setting forth the nature of the job, the rate of pay and shift (day, night or rotation). All regular employees only shall have the right to apply for the job on forms and in the manner agreed by the Company and the Union. The notice shall be posted for five (5) working days and all applications must be made within this time. Whenever necessary this period may be extended by agreement between the Company and the Union.

#### Section 11.02

The Company will consider all applicants, with consideration of seniority. The senior qualified applicant will be provided with a training period of up to five (5) days during which time the Company may evaluate employees on the job. **An** employee who successfully completed the training and/or any evaluations **shall** be confirmed in the **job**. **An** employee who **does not** successfully complete the training and/or any evaluations shall be returned to his previous job.

In the event of jobs requiring certifications from the Ontario Government or the Quality Assurance Technician jobs, the Company will consider all applicants, with consideration of skill and ability, physical fitness and seniority. Where skill and ability and physical fitness are relatively equal among the applicants, the senior qualified applicant will be given preference.

#### Section 11.03

No posting shall be required **for** a vacancy resulting **from** vacations, illness or injury lasting less **than** thirty (30) days. Under these circumstances, the Company will attempt to fill these vacancies with senior qualified employees, if possible.

#### Section 11.04

A transfer is the relocation of **an** employee to a vacancy in a classification other than his present classification.

Section 11.05

Employees on vacation will be provided reasonable opportunity to make such written application for all postings in accordance with the following:

The employee shall furnish a Steward with **written** authorization to make application for specific job postings should they become available while he is on vacation. It **is** understood it is the sole responsibility of the employee to authorize the Steward to make the application. The Steward shall then make the application on **his** behalf.

**ARTICLE 12**

**SHIFTS AND SHIFT PREMIUM**

Section 12.01

There shall be no split **shifts** for employees. An employee shall work a full shift of eight (8) hours, ten (10) hours, twelve (12) hours or any other shift as agreed between the Company and the Union.

Section 12.02

Afternoon or night shift shall be referred to in this article **as** a **shift** which commences on or after 3 PM but before 3 AM. Seniority and probationary employees required to work these **shifts** will be paid a shift premium. The shift premium will only be paid to employees who work these shifts and shall not be paid to employees whose shift commences before 3 PM or after 3 AM.

Section 12.03

The shift premium shall be **as** follows:

- Afternoon Shift Commencing at 3:00 p.m. or later  
     Afternoon Shift Premium     -     .50¢/hr.
- Night **Shift** Commencing at 7:00 p.m. or later  
     Night **Shift** Premium         -     .55¢/hr.

Section 12.04

The above mentioned **shift** premium will be separate and apart **from** the employee's hourly rate and are to be added to that rate while the employee works either afternoon or night **shifts**.

ARTICLE 13

NO STRIKE OR LOCKOUT CLAUSE

Section 13.01

In view of the orderly procedure arranged for the settlement of complaints and grievances, it is agreed that there will be no strikes or lockouts during the term of operation of this Agreement.

Section 13.02

If an employee in the bargaining unit encounters a bona fide picket line, in support of a lawful strike, in the course of his normal duties there shall be an immediate conference between the parties hereto before any decision is made by either party as to whether the picket line should or should not be respected.

ARTICLE 14

NOTICE BOARDS

Section 14.01

The Company agrees to provide notice boards for the exclusive use of the Union. The Union will post notices of meetings or other official Union notices duly signed by an Officer or Business Representative of the Union.

ARTICLE 15

ESTABLISHMENT OF CLASSIFICATIONS

Section 15.01

Upon the establishment of a new classification not shown in the Agreement, the Company will notify the Union in writing. Such job classification and rate will be subject to negotiation between the parties.



Section 15.02

If the parties fail to reach agreement within ten (10) working days after the date of the written notice in 15.01, the new classification and rate will be implemented. The matter may then be treated **as** a grievance and submitted to an arbitrator pursuant to the provision of Section 7.06 within fifteen (15) days of the date of implementation of the new classification and rate.

The arbitrator's decision shall be limited to the matter in dispute and to determining the propriety of the classification and/or rate in dispute.

**ARTICLE 16**

**HOURS OF WORK AND OVERTIME**

Section 16.01

- (a) Any hours worked on the sixth (6th) day in excess of eleven (**11**) hours will be paid at double time.
- (b) Any hours worked on the fifth (5th) and **sixth (6th)** day in a four (**4**) day ten (10) hour work week the thirteenth (13th) hour shall be paid at double time **as** per schedule.
- (c) For employees working **a** continental work week, of four (**4**) twelve (12) hour shifts (rotating shift-days and nights on a two (2) week rotating schedule) the fifth (5th) consecutive day worked will be paid at double (2) time **as** well as any other consecutive day which is worked. After twelve (**12**) straight time hours worked in the shift the employees will be paid at double (2) time for the extra time worked in the shift. Employees shall receive **two (2)** thirty (30) minute paid breaks during the twelve (**12**) hour shift. The Company shall grant a paid fifteen (15) minute break period for each two (2) hours of overtime worked plus a meal allowance if overtime is in excess of **two (2)** hours on a four (**4**) day twelve (12) hour shift schedule. Any non-consecutive days which are worked will be paid at the rate of time and one-half (1½). Upon commencing the regular scheduled shift the rate of pay will be at straight time hourly rate.
- (d) The basic work week shall consist of five (5) days of eight (8) hours of work and/or four (**4**) days of ten (10) hours of work. Any time worked in excess of eight (8) hours in any one (1) day shall be paid for at time and one-half (1½) the basic wage rate and hours worked in excess of eleven (**11**) in an eight (8) hour day shall be paid for at the rate of double (2) time. Any time worked in excess of ten (10) hours in **any** one day shall be paid for at time and

one-half (1%) the basic wage rate **and** any hours worked in excess of thirteen **(13)** hours in a ten (10) hour day shall be paid for at the rate of double **(2)** time.

- (e) Subject to **shift** transfers for reasons of vacation, WSIB and weekly indemnity related relief, **shift** rotations will be on a two (2) week schedule.

#### Section 16.02

It is agreed that in the case of an employee or employees scheduled to exceed a basic work day, they must then complete their work schedule. However, they may be excused on presentation of satisfactory personal reasons at the time of being requested to work overtime or may be released **from** such work assignments if satisfactory replacement is immediately available.

#### Section 16.03

It is agreed that it is the function of the Company to determine when overtime is necessary and to schedule overtime work.

#### Section 16.04

For employees on eight **(8)** hour **shifts** there shall be **two (2)** fifteen **(15)** minute paid rest periods, one taken before and the other after the lunch period and one (1) one-half ( $\frac{1}{2}$ ) hour unpaid lunch period per day, one taken before and the other after the lunch period. If **an** employee is scheduled to **work** at least two (2) **hours** in **addition to his regular shift he shall be allowed additional** fifteen **(15)** minute paid rest periods at the beginning of the overtime period and after each two (2) hours of overtime worked.

#### Section 16.04(a)

For employees on ten (10) **hour** **shifts** there shall be two (2) twenty (20) minute paid rest periods and one (1) one-half ( $\frac{1}{2}$ ) hour unpaid lunch period per day, one taken before and the other after the lunch period. If an employee is scheduled to work at least two (2) hours in addition to his regular **shift** he shall be allowed additional fifteen **(15)** minute paid rest periods at the beginning of the overtime period and after each two (2) hours of overtime worked.

Rest periods shall not be added to or taken in conjunction with the unpaid lunch period. Notwithstanding **the** foregoing, if **the** Company schedules a three (3) shift operation of eight (8) hour **shifts**, there shall be no scheduled lunch period but the two (2) fifteen **(15)** minute paid rest periods shall be taken consecutively.

Section 16.05

There shall be no pyramiding of overtime.

Section 16.06

In the event of any unscheduled overtime worked by a plant employee, immediately after ~~his~~ regular ~~shift~~, a meal allowance of seven dollars (\$7.00) will be paid if worker's overtime is in excess of two (2) hours or the Company, with the agreement of the employees involved, may order a meal to be brought into the plant for the employees.

Section 16.07

The Company agrees to notify the employee(s) of changes in schedule from a four (4) day to a five (5) day week, or from a five (5) day to a four (4) day week, no less than one (1) week in advance and the Company will endeavour to notify employees of such change(s) two (2) weeks in advance. The Company shall endeavour to post such revised schedule by 12:00 noon Wednesday of the week preceding the start of the revised schedule. The Union will be informed of any such change to the schedule as soon as possible.

Section 16.08

The Company will endeavour to distribute overtime as equitably as possible to employees in the department where the work is to be performed by classification as defined in Article 20.02 except that Grade 6 Syrup and Concentrate Handlers and Grade 8 Licenced Mechanics, Electricians and Refrigeration B Licence/4th Class Stationary Engineers Licence holders shall each be considered as a separate classification. Overtime refused or occasions where an employee is not available to work overtime shall be considered to be overtime worked for the purpose of distribution. The phrase "not available" shall not include leaves of absence for Union business and absences for which an employee is in receipt of WSIB benefits or weekly indemnity benefits.

A list shall be maintained outlining overtime distribution which shall be made available for an employee to view upon request.

Section 16.09

In the event of changes to the schedule the Company shall notify the employee at least twenty-four (24) hours in advance.

**ARTICLE 17**

**PLANT HOLIDAYS**

**Section 17.01**

The Company will observe the following plant holidays:

New Year's Day  
Day After New Year's Day (January 2)  
Good Friday  
Victoria Day  
Canada Day (July 1)  
Civic Holiday (First Monday in August)  
Labour Day  
Thanksgiving Day  
Day Before Christmas Day  
Christmas Day  
Boxing Day

In order to qualify for holiday pay, **an** employee must work **his** regular scheduled work day immediately preceding the holiday and his regular scheduled work day following the holiday. **An** employee who is absent by reason of illness or excused by the Company shall receive his holiday pay provided the employee notifies the Company of his absence. The Company may request proof **of** illness and may require a doctor's certificate.

Any holiday forthcoming from either the Provincial or Federal Government different **from** those mentioned in Section 17.01 will be added to and received by the regular employees.

Employees on a continental **shift** schedule who work on the holiday will be paid double **(2)** time for hours worked in addition to the holiday pay.

Should the Company require the employee to work the holiday because of business requirements, it is understood the employee will cooperate under these circumstances.

Should the Company require employees to work the holiday because of business requirements the Company will first use the posted overtime list to determine if a sufficient number of qualified employees can be identified.

If any of the said holidays should fall on an employee's scheduled day(s) off, they will be observed either on the preceding or following the regular scheduled work day at the discretion of the Company.

Section 17.02

Employees on the seniority list will receive eight (8) hours or ten (10) hours or twelve (12) hours straight time pay as the case may be for each such holiday.

Section 17.03

In a calendar week in which one (1) or more plant holidays is observed, the number of days in that week which may be worked at straight time shall be reduced by the number of such holidays.

Section 17.04

When an employee is required to work any hours on any of the plant holidays referred to in Section 17.01, he shall receive double (2) time for the hours worked in addition to pay for the holiday and if called in to work on such a day he shall be provided at least four (4) hours of work or pay at the double (2) time rate.

Section 17.05

When any of these holidays are observed during an employee's vacation he shall receive one (1) day's pay for each of such holidays in addition to his regular vacation payment.

**ARTICLE 18**

**VACATIONS**

Section 18.01 - Vacation Leave

Seniority (date probationary period is completed) shall be the date established to qualify for vacations.

In each year vacation leave will be established for all regular employees according to the following scales:

- (a) regular employees who have one (1) year or more seniority                      - two (2) weeks;
- (b) regular employees who have five (5) or more years' seniority                      - three (3) weeks;

- (c) regular employees who have ten (10) or more years' seniority • four **(4)** weeks;
- (d) regular employees who have eighteen (18) or more years' seniority • five **(5)** weeks;
- (e) regular employees who have twenty-eight (28) or more years' seniority- **six (6)** weeks.

Section 18.02

Summer vacations shall be limited to two **(2)** weeks which may be scheduled during the period June 1st to September 15th but wherever practical vacation shall be taken outside this period if mutually satisfactory to the employee and management.

The Company will provide a bonus of one hundred and fifty dollars (\$150.00) to each employee who elects to take ~~his~~ **two (2)** weeks summer vacation outside the summer vacation period. The one hundred and fifty dollars (\$150.00) will be paid one (1) week prior to taking the vacation.

Additional weeks of vacation may be taken outside the regular summer vacation period at ~~a~~ time mutually satisfactory to the employee and Management.

All requests shall be submitted to the Company by ~~March~~ 1st. The Company will approve or disapprove the requests in writing by ~~March~~ 30th.

Section 18.03

**Employees shall have the choice** of vacation periods in accordance with their seniority, subject however to the Company's right to limit the number who may take vacations in the respective classifications in the interest of efficient operations.

Section 18.04 - Vacation Pay

For each week of vacation leave an employee shall receive forty (40) hours pay at his regular hourly wage rate or **two per centum (2%)** per week based on previous year's gross earnings shown on the T-4 slip, whichever is the greater amount.

Section 18.05

Vacation must be taken within a calendar year.

Section 18.06 - Vacation Payment on Termination

All terminations shall be handled on the following basis.

- (a) Employees who had received their vacations earned prior to termination shall receive *pro rata* payment of four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%) or twelve per centum (12%).
- (b) Employees who had not received their earned vacations prior to termination shall receive their regular vacation pay in addition to a *pro rata* payment of four per centum (4%), six per centum (6%), eight per centum (8%), ten per centum (10%) or twelve per centum (12%).
- (c) **An** employee who **is** terminated for just cause **and** the termination **is** upheld shall receive vacation payments as prescribed by the Ontario *Employment Standards Act*.

ARTICLE 19

BEREAVEMENT ALLOWANCE

Section 19.01

Should a bereavement occur in a regular employee's immediate family (spouse, daughters or sons, parents, grandparents, brothers or sisters, father-in-law and mother-in-law) he may request a bereavement leave and he shall be granted such time off with pay **as** is reasonable under the circumstances to enable him to look after funeral arrangements or to attend the funeral. The extent of such leave shall be at the discretion of the Company, depending upon the time of the bereavement in relation to his regular time **off**, the distance to be travelled, etc. The general standard of bereavement time off shall be three (3) consecutive days.

Section 19.02

Providing prior permission is received, in the event an employee attends the funeral of a brother-in-law or sister-in-law on a regular scheduled work day, time off with pay shall be granted.

ARTICLE 20

WAGE RATES AND CLASSIFICATIONS

Section 20.01

Lump Sum Payment:

Four Hundred dollars (\$400.00) lump **sum** payment payable within two (2) weeks of the date of ratification less applicable statutory deductions.

The above **lump** sum payments will be payable to all full time seniority employees on the seniority list **as of** the date of ratification.

Section 20.02

**SEE WAGE SCHEDULE ATTACHED**

All senior employees with tradesman classification and at least one (1) year of seniority shall receive one hundred **dollars** (\$100.00) tool allowance January 15<sup>th</sup>, 2000 and two hundred dollars (\$200.00) January 15<sup>th</sup>, 2001 and on January 15<sup>th</sup> every year thereafter until the duration of the Agreement.

The hourly wage rate for lead hands will be the applicable hourly wage rate **as** set out in the wage schedule plus seventy-five cents (75¢) per hour. Effective September 10<sup>th</sup>, 2001, **the** hourly rate for lead hands will be applicable hourly wage rate **as** set out in the wage schedule plus one dollar (\$1.00) per hour.

Licensed Mechanics/Electricians with a valid Refrigeration **B** Licence from the Ontario Government or who possess a minimum of a valid **4th Class** Stationary Engineers Licence from the **Ontario** Government when assigned to perform duties for which, by statute, they are required to possess such licence, shall receive two dollars (\$2.00) per hour above his/her **normal** wage rate for such work.

Forklift operators will receive **an** additional eighteen cents (**18¢**) per hour effective **May 5**, 1999, **an** additional eighteen cents (18¢) per hour effective September 13, 1999 and **an** additional eighteen cents (18¢) per hour effective September 11, 2000 over and above the increase given to all classifications.



Section 20.03 - Seasonal Employees

- (a) A seasonal employee is one who is hired during the period March 1st up to and including September 15th in each year and/or to assist in peak periods.
- (b) Seasonal employees are not hired with the intent of becoming seniority employees.
- (c) Seasonal employees **are** entitled to **all** payments required by law and have no claim to the benefits available to seniority employees.
- (d) Seasonal employees shall be given the opportunity should full time employment become available provided they have completed the six hundred (600) hours of work with the Company in the year. In that circumstance the employee will not have to complete the **six** hundred (600) hours probationary period to obtain seniority as provided in clause 8.02.
- (e) Seasonal employees shall not displace seniority employees.
- (f) The provisions of the Collective Agreement which apply to seasonal employees are wages and payment of Union dues.
- (g) Seniority employees shall have job preference over seasonal employees providing they have the skills and qualifications.

Section 20.04 - Lead Hands

Lead hands shall not have managerial authority but may be assigned to direct the work force under the direction **of** management. Lead hands **are** required to perform their **normal** work duties. The selection of lead hands will be made by the Company. The Company agrees to discuss any problems with the Union should the lead hand stray from the normal duties generally assigned to lead hands.

Section 20.05

The regular weekly or bi-weekly pay day shall be established by the Company. Employees shall either receive their pay before leaving the plant or the Company shall make direct bank deposit to the employee's account.

Section 20.06

An employee **who** is temporarily transferred to a lower rate classification for the convenience of the Company shall continue to receive his usual rate.

Section 20.07

Employees who are transferred to a higher rated job for a minimum ~~of~~ four **(4)** hours shall receive the higher rate while so employed.

Section 20.08

Employees who are transferred to a lower rated job to avoid layoff will receive the lower rate while so employed.

ARTICLE 21

REPORTING ALLOWANCE

Section 21.01

When an employee reports for work at the customary time scheduled for him without being notified to the contrary and is assigned less than four **(4)** hours of work he shall be paid at least four **(4) hours** at straight time rates.

It is understood that an employee may be assigned under such circumstances to work other than his regular assignment.

Section 21.02

**When** an employee is called in for breakdown or emergency work after leaving the plant following his regular shift and before returning to work for his regular ~~shift~~ and is assigned less ~~than four (4)~~ hours of extra work outside his regular ~~shift~~ hours, he shall be paid for at least four **(4)** hours at the appropriate overtime rate in addition to payment at straight time for any hours worked by him during his regular shift hours; except that if so called in within one hour before his regular starting time he shall be paid only **for** such extra time worked at ~~the~~ appropriate overtime rate and at straight time for regular ~~shift~~ hours worked.

**ARTICLE 22**

**HEALTH & WELFARE PLANS AND PENSION PLAN (APPENDIX "A")**

**Section 22.01**

The Company undertakes to provide coverage **as follows** for all employees who have attained seniority:

The Company shall pay the full premiums on behalf of each seniority employee for the following Health & Welfare coverage. Employees will be provided with booklets outlining in detail the coverage **as follows**. All **plans** are the **same as provided** to Cott employees at the Quebec plant.

(a) **Major Medical Plan**

Hospital 100% coverage.

Semi-private.

Prescription drugs - 90% coverage after the first \$25.00 paid by employee per family.

Eye glasses - \$125.00 maximum per person every two years.

**Eyeglasses:** There will be no change to the Collective Agreement. **However,** the Company agrees to reimburse **an** employee who has already used up his or her maximum entitlement for eyeglasses under the policy **of** insurance in Section 22.01(a) in the amount **of fifty** dollars (\$50.00) for the purchase of one (1) pair of prescription eyeglasses. To **be** eligible **for such** reimbursement, the employee must purchase the prescription eyeglasses **and** the employee must provide the Company **with** the receipts of a copy of the prescription.

(b) **Dental Plan**

Includes extractions, fillings, routine care, root canal, **gum** treatment, general cleaning, etc.

100% Company paid after first \$25.00 paid by employee.

Maximum \$1,000.00 per person per year. (current O.D.A. rates).

Effective in the second year of this Agreement Maximum \$2,000.00 per person, per year.

(c) Insurance

Amount of life insurance - \$15,000.00

Accidental death and dismemberment - \$15,000.00 (Spouse - \$3,000.00; Child - \$1,000.00)

Effective the second year of this Agreement Amount of Life Insurance - \$25,000.00

Accidental death and dismemberment - \$25,000.00

(d) Weekly Indemnity

66 $\frac{2}{3}$ % of earnings.

Maximum E.I. payment for twenty-six (26) week period. Commencing after eighth (8th) day of sickness, first (1st) **day** of accident not **work** related.

(e) L.T.D. as per Quebec.

(f) Company will provide improvements to all plans should the plans be improved in the Province of Quebec.

ARTICLE 23

EMPLOYER - EMPLOYEE RELATIONSHIP

Section 23.01

Employees shall conduct themselves in an orderly and respectful manner when addressing the Company or its representatives **and** in return the employee or his representatives shall receive fair and courteous treatment from the employer or its representatives.

ARTICLE 24

JURY DUTY

Section 24.01

An employee required **as a** juror or a subpoenaed crown witness shall be paid the difference between his juror's or witness fee **and** his regular work day.

ARTICLE 25

LEAVE OF ABSENCE

Section 25.01

The Company may grant leaves of absence without pay to any employee for legitimate reasons; such permission and request to be in writing. Request for leaves of absence shall not be unreasonably withheld in any instance. However, a leave of absence shall not be granted for the purpose of working elsewhere. When such permission is granted, there shall be no loss of seniority. Health & Welfare benefits will be maintained for a period of one (1) month. Should the leave be longer the Company will maintain the benefits provided the employee pays the required premium payments.

ARTICLE 26

SICK LEAVE (BANK)

Section 26.01

Commencing January 1 of each year all employees will be credited four **(4)** hours per month worked in their Sick **Bank**.

Section 26.02

All unused sick hours at the end of the calendar year will be paid by January 15th of the following year at the rate of one hundred per centum (100%) of the unused hours. The formula shall be the hours times the appropriate hourly rate. If an employee uses any sick hours during the year he shall be paid sixty-six and two-thirds per centum ( $66\frac{2}{3}\%$ ) of his hourly rate for each hour used.

Section 26.03

Probationary employees upon attaining seniority will receive sick bank hours to the end of the calendar year at the rate of four **(4)** hours per month.

**ARTICLE 27**

**NEGOTIATING COMMITTEE**

**Section 27.01**

It is agreed that the Negotiating Committee for the Union shall be comprised of the Business Representative, the Chief Steward and one (I) Steward from each of the following four **(4)** departments:

1. Production Department (Bottle & Canning)
2. Warehouse/Shipping-Receiving
3. Maintenance
4. Quality Control/Syrup Makers

The Negotiating Committee of five **(5)** members must have at least twelve (12) months' seniority with the Company at the time of their appointment.

**Section 27.02**

Members of the Negotiating Committee who are employees of the Company shall suffer no loss in pay for time spent during normal working **hours** attending negotiation, conciliation and mediation meetings ~~with~~ Company representatives.

**Section 27.03**

The Company agrees to pay the **full** cost of the printing of the new Collective Agreement in booklet or sheet **form** from a Union printing company. The Company will provide each seniority employee with a copy **of** the Collective Agreement and the Union Business Representative with twenty **(20)** copies **of** the Collective Agreement.

**ARTICLE 28**

**SAFETY**

**Section 28.01**

The employees will cooperate in the strict observance of all safety regulations at all times.

They will make **full** use of all safety and accident prevention devices and equipment **as** provided, and maintain safe working practices during their hours of employment within the plant. It is the responsibility of the employees to observe all safety provisions **and** to immediately advise the Supervisor or Plant Manager, and the Joint Health and Safety Committee, of any unsafe working conditions.

#### Section 28.02

The Company agrees to continue to maintain provisions for the safety of its employees in its plant during the hours of employment and to provide an accident prevention program with reference to accident hazards. For the safety of employees operating in the plant, the Union members of The Joint Health and Safety Committee shall be appointed by the Union membership.

#### Section 28.03

Any outstanding matter relevant to safety conditions may be brought up and dealt with at a meeting between the Union and Management, should the matter not be resolved between The Joint Health and Safety Committee and the Company.

#### Section 28.04

It **is** the responsibility of the Company to maintain and insure that all equipment used by the employees be in proper operative condition.

### ARTICLE 29

#### COMPANY RULES

##### Section 29.01

The Company shall have the right to establish, maintain and enforce or rescind, amend or change reasonable **rules** and regulations provided such rules and regulations are not in conflict with the provisions of this Agreement.

##### Section 29.02

Whenever a rule is changed or a new rule is established by the Company, the reasonableness of such changed or new rule may be made the subject of **the** Grievance Procedure within two **(2)** weeks of the date of the posting of same or the Union and employees will be presumed to agree

that it is a reasonable rule and within the meaning of this Agreement. Any rule that is changed or any new rule that is established by the Company will be furnished to the Union in advance of the date of posting.

#### Section 29.03

The Company shall post on its bulletin board and shall **keep** posted for at least **two** (2) weeks, a written or printed copy of all such changed rules or new rules and regulations with a copy to the Union office and Stewards.

#### Section 29.04

Employees violating rules and regulations established by the Company may be subject to disciplinary action. Such disciplinary action shall be subject to the Grievance Procedure. A Copy of a written warning and/or discipline shall be forwarded to the Union office and supplied to the appropriate Steward.

### ARTICLE 30

#### TERMINATION

##### Section 30.01

This Agreement shall be in full force and effect from February 1<sup>st</sup>, 1999 to January 31<sup>st</sup>, 2004, and shall automatically continue year to year for periods of one (1) year at a time unless either party serves notice on the other party not more than ninety (90) days and not less than thirty (30) days prior to an annual expiry date of its intention to terminate, revise or amend this Agreement.

### ARTICLE 31

#### CONTRACTING OUT

##### Section 31.01

When it is necessary to contract out, the Company will inform the Union, prior to contracting out, and the Company will meet the Union to give them the opportunity to raise and discuss alternatives



ARTICLE 32

TECHNOLOGICAL CHANGE AND RETRAINING

Section 32.01

- a) **A** technological change is the introduction or addition of machines, equipment or instruments, or the modification thereof, where it results in the abolition of one (1) or more positions, or any significant modification of the employee's tasks or skills required to fulfil the requirements of the position.
- b) The Company shall give two (2) months' notice in **writing** to the Union **of** its intention to introduce a technological change.
- c) The Company shall give the first opportunity to receive any training required by such technological change to qualified seniority employees **on** the active payroll of the Company who have the skill, ability and physical fitness to perform the job. The Company may test employees to determine if they possess the skill, ability **and** physical fitness to receive the training. The Company may further test employees during any training period.

SIGNED this 15TH of SEPTEMBER, 1999 at Mississauga, Ontario.

FOR THE UNION:

FOR THE COMPANY:

Derek Zygmunt  
Jan Prochaska  
[Signature]

[Signature]  
[Signature]  
[Signature]

[Signature]

\_\_\_\_\_  
\_\_\_\_\_

WAGE SCHEDULE AND CLASSIFICATIONS

Grade	Classification	Feb. 1 1999	Feb. 1 2000	Feb. 1 2001	Feb. 1 2002	Feb. 1 2003
1	Seasonal	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
2	Probationary	12.60	12.60	12.60	12.60	12.60
3	General Soft <b>Drink</b> Worker	15.28	15.83	16.38	17.03	17.93
4	Fork-lift Operator	16.39	17.30	18.03	18.68	19.58
5	Machine Operator	16.93	17.48	18.03	18.68	19.58
5	Shipper/Receiver	16.93	17.48	18.03	18.68	19.58
6	Q.C. Technician	17.65	18.20	18.75	19.40	20.30
6	Syrup/Concentrate Handler	17.65	18.20	18.75	19.40	20.30
7	General Mechanic	20.24	20.79	21.34	21.99	22.89
8	Licenced Mechanic/ Electrician	25.21	25.76	26.31	26.96	27.86

Fork-lift Operators **will** receive **an** additional eighteen cents (**18¢**) per **hour** effective May 5, 1999, **an** additional eighteen cents (**18¢**) per hour effective September 13, 1999 and **an** additional eighteen cents (**18¢**) per hour effective September 11, 2000 over and above the increase given to all classifications.

**APPENDIX "A"**  
**COTT BEVERAGES LIMITED**

**PARTICIPATION IN THE TEAMSTERS CANADIAN PENSION**  
**TRUST FUND AND PLAN**

1. For the duration **of** the current Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Canadian Pension Trust Fund and Plan for each seniority employee working in the job classifications covered by the collective bargaining agreement, equal to the following percentage of his **gross** earnings received from the Employer, **as** per the schedule listed below:
  - (a) Commencing September 13, 1997 increased to 5.25%
  - (b) Commencing September 10, 2001 increased to 5.50%
  
2. The Employer agrees to be bound by all of the terms, conditions and provisions of the Agreement and Declaration **of** Trust under which the Teamsters Canadian Pension Trust **Fund** and Plan is established and to **carry** out all of the duties and responsibilities **of** an Employer under such Agreement and Declaration of Trust, including as appropriate, naming or participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Teamsters Canadian Pension Trust Fund and Plan.
  
3. It **is** understood that contributions shall be payable in respect to the gross earnings of employees from the first day of attaining seniority. It **is** further understood that **gross** earnings shall mean all amounts paid to an employee which are reported **as earnings to the** employee on a T4 slip (or equivalent form should the designation of this form be changed) but shall not include amounts included as earnings on the T4 slip which are taxable benefits.

4. Contributions along with a list of employees for whom they have been made, the amount of gross earnings and the contributions in respect to the gross earnings for each employee, shall be forwarded by the Employer to **the** Plan Administrator or the financial institution acting **as** custodian of the assets of the Teamsters Canadian Pension Plan and Trust Fund and shall do so not later than twenty-one (21) days after the close of the Employer's **four (4)** or five **(5)** week accounting period.
5. Each Employer shall **permit, upon** the request of the Union or the Trustees, **an** auditor employed by either the Union or the Trustees to **carry** out an audit of the Employer's accounting **and** other records, to ensure that the Employer is paying to the Trustees all contributions due under the terms of the Collective Agreement.
6. The Employer shall also complete such forms and provide such information **as** the Trustees and Administrator of the Teamsters Canadian Pension Plan require from time to time in the administration and operation of the plan.
7. It is understood that:
  - (i) Under the Teamsters Canadian Pension Trust Fund and Plan the Employer is not liable to guarantee the benefits payable thereunder or assure the solvency **of** the Fund beyond the payment of contributions due pursuant to the Collective Agreement.
  - (ii) The Teamsters Canadian Pension Trust Fund and Plan is or will be registered under the provisions of the Income **Tax** Act of Canada and any other applicable Federal or Provincial law respecting employee pension plans.

APPENDIX "B"

GENERAL

The Company agrees to provide each seniority employee with one (1) free case each month of canned **Soft Drink** and one (1) case each month of bottled water, The Company shall select monthly a flavour of the month regarding the allotment of the two (2) cases. There may be substitution of either two (2) cases of bottled water or two (2) cases of canned **Soft Drinks**. Each employee will sign for their allotment • no proxies allowed.

APPENDIX "C"

COST OF LIVING ALLOWANCE (C.O.L.A.)

In the event that the Consumer Price Index, All Canada (1992 = 100), for the month of September 1998 stands at a value which is greater than such Index number for September 1997, increased by 6%, then a cost of living allowance will become payable during the period from September 1st, 1998 until September 1st, 1999. The amount of such adjustment will be one cent (1¢) per hour for each 0.3 points by which the September 1998 Index value exceeds the "trigger" value (i.e. the September 1997 value, plus six per centum (6%) rounded to the nearest 1/10th of a point).

Such cost of living allowance will be implemented immediately following the release by Statistics Canada of the September 1998 C.P.I. value, retroactive to September 1st, 1997. It will be treated as a separate adjustment (not part of the regular hourly rate) but will be paid for all hours paid for by the Company. It will be paid to all seniority employees. No account will be taken of any increase in the C.P.I. value which is in excess of the September 1998 value, increased by ten per centum (10%). The adjustment will be as described above.

**This** formula shall continue on the same basis from September each year thereafter.

**APPENDIX "D"**

**WITHDRAWAL CARDS**

Before a Withdrawal Card is issued the International Constitution and Local Union by-laws require that a member has paid all financial obligations to the Union.

Withdrawal Cards will be issued on request for the following reasons:

- 1) if you are Laid Off
- 2) if you Terminate Your Employment
- 3) if you are Discharged
- 4) if you are on Sickness or Injury
- 5) if you are on Workers' Compensation

It is the sole responsibility of the member to apply for a Withdrawal Card immediately he or she is to be **off** work for any of the above reasons. Before the Withdrawal Card is issued the member must have paid all dues or other financial obligations including the dues for the month in which the Withdrawal Card is applied for. The application must be sent directly to the Union office either in person or by mail. The application for a Withdrawal Card is self-explanatory but please complete **all** information especially your social insurance number.

Please follow the procedure so that you will always be in good standing in the Local Union. Withdrawal Card application forms are available from your Chief Steward or Steward.

“SAMPLE”

**APPLICATION FOR WITHDRAWAL**

Teamsters Local Union **938**  
275 Matheson Blvd. E.  
Mississauga, Ontario. L4Z 1X8

Tel: **905-502-0062**  
Fax: **905-502-0076**

Application for a Withdrawal Card must be filed **with** the Union office within *two* weeks by a member who **has** been Laid • off, Terminated, collecting Workers' Compensation **or** Sick Benefits.

**THIS IS THE SOLE RESPONSIBILITY OF THE MEMBER**

Before a Withdrawal Card can be issued, the member must be in good standing, therefore, if the member fails to file an Application for Withdrawal within the given time he will immediately fall into arrears of Union Dues.

**PLEASE PRINT CLEARLY**

_____ NAME	_____ SOCIAL INSURANCE NUMBER
_____	
_____ MAILING ADDRESS	_____ EMPLOYER
DATE OF APPLICATION	_____
_____ RESIDENCE PHONE NUMBER	_____ LAST DAY WORKED
REASON FOR REQUESTING WITHDRAWAL	

**IMPORTANT:** All requested information must be properly filled in or this application will not be honoured.

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