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Collective Agreement

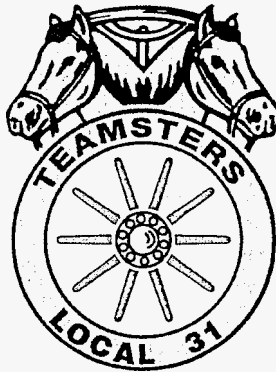
between

**Sparkling Spring Water Group Limited
dba
Canadian Springs Water Company Ltd.**



and

Teamsters Local Union No. 31



**October 15, 2008
to
April 30, 2010**

13987 (01)

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ARTICLE 1 **INTRODUCTION**

1.01 Purpose of this Agreement

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement so that stable and harmonious relationships may be established and maintained between the Employer, the Union and the employees to the mutual benefit of the Parties to this Agreement.
- (b) Further, the purpose of this Agreement is to facilitate the peaceful adjustment of all disputes and grievances in relation to the provisions of this Agreement in accordance with the grievance and arbitration procedures contained herein, to prevent strikes, lockouts, slowdowns, withdrawal of services, waste, unnecessary expense and avoidable delays in carrying out the most efficient and effective operations of the Employer's business and to enhance the living standards of the employees.

1.02 Language References

- (a) The masculine gender is ~~used~~ throughout this Agreement for convenience only, and is by no means intended to exclude female employees from the provisions herein, nor is it intended as a basis for arbitrary distinctions between employees based on sex. Wherever the masculine is used the same shall be construed as also meaning or including the feminine where appropriate.
- (b) Wherever the singular is used ~~in~~ this Agreement, the same shall be construed as meaning the plural, unless otherwise specifically stated where appropriate.

ARTICLE 2 **DURATION AND INTEGRITY OF AGREEMENT**

2.01 Duration of Agreement

- (a) This Agreement shall be for the period from and including October 15, 2008 to and including April 30, 2010. Thereafter, ~~the~~ Agreement shall continue in **full** force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.
- (b) During the period when negotiations are being conducted between the Parties for renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the Parties enter into a new or further Agreement
- (c) During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment which would be inconsistent with the express terms of this Agreement.
- (d) Notice to commence collective bargaining shall be in written form and must be delivered by courier or registered mail.
- (e) The provisions of this Article are not intended to alter or affect the deemed notice provisions of Section 46 **(4)** of the Labour Relations Code of British Columbia.

2.02 Exclusion of Subsection 50 (2) & (3) of Labour Relations Code,

It is mutually agreed that the operation of Subsections (2) and (3) of Section 50 of the Labour Relations

Code is specifically excluded from this Agreement.

2.03 Impact of Legislation

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision or part thereof which is incorporated into this Agreement whether by inadvertence, error or misunderstanding is, in fact, or in law contrary to such federal or provincial legislation or regulation then such term, condition or provision or part thereof is void and of no effect
- (b) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated. In the event that the Parties are unable to agree on a replacement provision, either Party may refer the matter to the arbitration provisions of this Agreement for a final and binding resolution.

ARTICLE 3 UNION RECOGNITION AND RELATED MATTERS

3.01 Exclusive Bargaining Agent Recognition

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board of British Columbia.
- (b) For purposes of this Agreement, the terms 'employee' or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

3.02 Copies of Agreement to Employees

All members of the Union shall be provided with a copy of this Agreement which is binding upon the Employer, the Union, and every employee in the unit for which the Union has been certified. The Union will arrange for copies to be printed and the Employer will contribute fifty percent (50%) of the printing cost incurred by the Union, to a maximum of five hundred dollars (\$500.00).

Each newly hired employee will be introduced to the Shop Steward in his functional group (Inside Seniority Group/Outside Seniority Group) during the first day of employment. The Shop Steward will provide the employee with a copy of the Collective Agreement.

3.03 Hiring Hall

When additional employees are required within an area which is serviced by a permanently established and operating Union Hiring Hall, the Employer shall give the Union the first opportunity to supply suitable casual members for temporary employment. Should the Employer require new employees for permanent employment the Employer may request resumes from the Union Hiring Hall but will be under no obligation to provide permanent employment for such casual employees.

ARTICLE 4 UNION SECURITY

4.01 Membership

- (a) All employees shall become and remain members in good standing of the Union as a condition of employment.

- (b) All new employees shall be required to become members of the Union within three (3) working days after the completion of the probationary period.
- (c) Employees outside the bargaining unit shall not perform bargaining unit work to the extent that the integrity of the bargaining unit is threatened.
- (d) Wherever physically possible and where such work is under the control or direction of the Employer, all equipment shall be loaded and unloaded by the employees of the Employer, members of the Union.
- (e) No employee of the Employer shall be required to purchase, lease or enter into a proprietorship as a condition for continued employment with the Employer. The Employer shall not sell or lease any motorized equipment to an employee of the Employer for the purpose of continued employment with the Employer.

4.02 Check-Off Process and Procedures

- (a) The Employer agrees to deduct initiation fees, union dues, assessments that affect all employees, and arrears upon receipt of the appropriate assignment of wages form signed by each employee.
- (b) Upon commencement of employment each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from the employee's earnings pursuant to this Article are to be forwarded to the office of the Union, together with a list of employees to whom the monies are to be credited and the names, addresses and Social Insurance numbers of new employees hired on or before the 15th day of the month following the month for which the monies were deducted.
- (d) It is the responsibility of the Union to advise the Employer, in writing, as to the amount of money to be deducted for initiation fees, union dues, assessments and arrears and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amounts specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign new forms reflecting the new amounts to be deducted prior to making such deductions and the Union will co-operate in arranging for the signing of these forms.

4.03 An Employee's Failure To Maintain Membership in Good Standing

Upon notice in writing from the Union to the Employer that an employee has ceased or failed to maintain membership in good standing; and

- (i) is not a member or has ceased to be a member of the Union;
- (ii) has not signed a written assignment of wages to pay initiation fees;
- (iii) has revoked his written assignment of wages to pay initiation fees, union dues, or union assessments.

The Employer shall immediately discontinue the employment of such employee.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands and liabilities that may arise for the purposes of complying with the provisions of this clause.

ARTICLE 5 SHOP STEWARDS AND UNION OFFICERS

5.01 Shop Stewards

- (a) The Union is entitled to elect or appoint a Shop Steward from within the ranks of the employees at the Employer's operations. The duties of the Shop Steward shall be to assist in the reporting and resolution of grievances in accordance with Article 19.
- (b) The Employer agrees to recognize a Shop Steward provided that the Union has first advised the Employer, in writing, ~~of~~ the employee so appointed. The Union agrees to advise the Employer, in writing, of any changes made by election from time to time.
- (c) The Shop Steward's first obligation is the fulfillment of his responsibilities as an employee during his working hours.
- (d) When the Shop Steward meets with management, in accordance ~~with~~ this Agreement, during working hours, including any meetings under the grievance procedure, it shall be without ~~loss~~ of pay. In the case ~~of~~ a Steward who is on incentive, he shall be paid the greater of (a) his commission earnings or (b) the amount he would earn for his total hours including the time spent at such meetings, using the RSM hourly rate.
- (e) The Shop Steward shall not be discriminated against or disciplined for the proper performance ~~of~~ his duties on behalf of the Union.
- (f) In the event that the Employer discharges a Shop Steward, the Employer will fax notice ~~of~~ such discharge to the Union Business Agent prior to the discharge. Should the Employer fail to fax such notice, the notice shall ~~be~~ deemed null and void. Upon request by the Union, the reasons for discharge will be provided in writing.

5.02 Union Access for Purposes of Administration of the Collective Agreement

Authorized agents of the Union will request and have access to the Employer's establishments during working hours for the purpose ~~of~~ investigating conditions related to this Agreement and shall in no way interrupt the Employer's working schedule or production and shall observe all applicable safety and security requirements.

5.03 Bulletin Board

The Employer will provide a bulletin board posted in the warehouse and the driver's room for the posting of this Agreement and for the posting ~~of~~ Union notices. The said Union notices shall be posted and signed by an elected or appointed officer ~~or~~ other authorized representative of the Union.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 Management Rights

- (a) The entire management of the Employer's operation is vested exclusively in the Employer except as modified by the express terms ~~of~~ this Agreement.
- (b) An employee will receive a copy of any written reprimand or warning letter placed on his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part ~~of~~ the employee's personal work history. However, any incident causing such written reprimand or warning letter will not be used to compound other disciplinary action against the employee when the employee has completed twelve (12) months of active work after the incident without a similar incident occurring. Verbal warnings will be removed after twelve (12) months of active work. "Active work" means regular attendance at work not counting absence for vacation and up to four

(4) weeks of other absences.

6.02 Employee Personnel File

At a time mutually agreeable to the employee and his supervisor, any employee shall have the right to review any documentation that may be contained within his personnel file. The employee will notify the Employer in writing of his wish to review his personnel file, and the Employer shall comply within two (2) working days. The Employer will provide copies of documents from an employee's personnel file as reasonably requested by the employee and subject to a reasonable charge for photocopying.

6.03 Presence of a Union Shop Steward

Any employee covered by this Agreement who is called into the Employer office for any discussion about discipline or possible discipline of the employee, or as part of an investigation which could result in discipline for the employee, shall be advised of his right to be accompanied by a Shop Steward.

6.04 Time Limit for Imposition of a Disciplinary Sanction

Where the Employer investigates a matter that may lead to discipline, the investigation will proceed as soon as possible following the incident or knowledge of the incident by management of the Employer, whichever is later. The Employer will notify the Union if the investigation will require more than two weeks to complete.

ARTICLE 7 HIRING PROCESS AND PROBATION PERIOD

7.01 Hiring Process

- (a) When hiring to fill a vacancy or a newly created position, the Employer is entitled to choose a candidate which the Employer considers to be the best qualified and most suitable.
- (b) The Employer shall furnish to the Union, a list of new employees taken into employment by the Employer showing the location of their employment within seven (7) working days of their being hired.

7.02 Probationary Employee

All newly hired employees shall be considered as probationary employees for the first sixty (60) days worked. There shall be no responsibility on the part of the Employer in respect of the employment of probationary employees should they be laid off for lack of work or discharged during the probationary period. However, the Employer shall inform the probationary employee as to whether he has been discharged or laid-off and the reasons therefore.

Upon conclusion of the probationary period, the employee's name shall forthwith be placed on the appropriate regular employee's seniority list, effective from the first day of employment, and the employee shall be entitled to all rights and privileges as provided in this Agreement.

ARTICLE 8 HOURS OF WORK AND RELATED

8.01 Normal Straight Time Hours of Work

- (a) The normal straight time hours of work are eight (8) hours per day, five (5) days per week or, ten (10) hours per day, four (4) days per week. This shall not be considered as a guarantee of hours of work per day or per week. There shall be no combination of eight (8) and ten (10) hour shifts by the same employee.

- (b) Any hours which the Employer requires an employee to work in excess of forty (40) hours in a week shall be paid at the overtime rates provided in this Agreement.
- (c) Time recognition for all paperwork, pre and post trip inspections and verifying load, meeting with management and organization of the daily route will be sixty (60) minutes each day for both regular and relief route drivers. Fixing the load of a loaded truck will be paid at the downtime rate in Appendix 'A'. All other duties that are normally performed by other employees and/or outside workers/companies done by the RSM, will be paid at the downtime rate in Appendix 'A'.

Relief RSM drivers (i.e. RSMs not having a full-time regular route) shall be paid for each work day:

- 1. The RSM hourly rate for all hours worked, including overtime in accordance with 8.04(a), or
- 2. Their earned commission on that day, whichever is greater.

*

Article 8.04(c) does not apply to Relief RSMs.

8.02 Unpaid Meal Breaks

Employees who normally work eight (8) hour shifts are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour. Employees who normally work ten (10) hour shifts are entitled to an unpaid meal break between the fourth (4th) and sixth (6th) hour. No employee shall be required to take more than one hour or less than one-half hour meal break.

8.03 Rest Periods

- (a) All employees are entitled to one rest period of fifteen (15) minutes during both the first half and second half of any shift. After each two (2) hour period of overtime the employee *is* entitled to a fifteen (15) minute rest period if further overtime is to be worked. For employees who normally work ten (10) hour shifts the third break *will* be prior *to* the start of overtime.
- (b) Such rest periods are part of the employee's assigned hours of work and the rest period time is without loss of pay.

8.04 Overtime Pay

The Employer shall pay overtime as follows:

- (a) Hourly rated employees who work a five (5) day eight (8) hour schedule. The Employer shall pay overtime at the rate of one and one-half (1.5) times the regular rate of pay over eight (8) hours per day or forty (40) hours per week and for all hours worked on a statutory holiday. The Employer shall pay overtime at the rate of two (2) times the regular rate of pay for time over eleven (11) hours per day or forty-eight (48) hours per week.
- (b) Hourly rated employees who work a four (4) day ten (10) hour schedule. The Employer shall pay overtime at a rate of one and one-half (1.5) times the regular rate of pay over ten (10) hours per day or forty (40) hours per week and for all hours worked on a statutory holiday. The Employer shall pay overtime at the rate of two (2) times the regular rate of pay for time over twelve (12) hours per day or forty-eight (48) hours per week.
- (c) The regular rate for a Commission Driver for the purpose of overtime calculation under this Agreement is the RSM hourly rate. When a Commission Driver works over eight (8) hours per day or forty (40) hours per week he shall receive the greater of
 - (i) the amount he would earn under 8.04 (a) above using the RSM hourly rate in any two (2) week pay period; or

- (ii) his commission earnings in any two (2) week pay period; or
- (iii) the guarantee for that two (2) week pay period.

- (d) There shall be no pyramiding of overtime.
- (e) The Employer agrees that commissioned drivers shall not be required to work six (6) days in a work week without reference to the overtime calculation in Article 8.04(c).

8.05 Distribution of Overtime

- (a) Overtime work will be distributed amongst the employees in the affected classification in order of seniority subject to the Employer's right to insure that the employee to whom the overtime is given is qualified and capable of performing the work to be performed.
- (b) The Employer has ~~no~~ desire to assign unnecessary overtime, but when the Employer determines that overtime must be worked the performance of overtime work is a requirement of employment. However, if an employee provides reasonable justification for declining overtime work, he will be excused.
- (c) Hourly Rated Employees: Except in the case of an emergency, or where it is unavoidable, ~~no~~ employee shall work weekly overtime until all regular employees in their unit have worked the full quota of regular hours, provided there are capable and qualified regular employees amongst those who have not worked their full quota of regular hours.

8.06 Maximum Overtime

No employee shall be required to work more than eight **(8)** hours of overtime in the work week.

8.07 Overtime Notice

Where possible to do so, the Employer will give affected employees a minimum of two (2) hours advance notice of the overtime requirements.

8.08 Call-Back Time and Pay

- (a) An employee called back to work after the completion of his shift shall be paid for a minimum of two (2) hours at overtime. Call-back time will be payable only when an employee has completed his shift and has left the Employer's premises and is then called by the Employer to return to work.
- (b) These call-back time and pay provisions are not applicable in the case of any employee who has worked less than eight **(8)** or ten (10) hours in a day depending on whether he normally works eight or ten hour shifts, and volunteers to return to work in order to gain additional hours.

8.09 Daily Pay Conditions

An employee who reports for work under the direction of the Employer but is not provided with work will receive a minimum of four **(4)** hours work and/or pay unless the employee is unfit or unwilling to perform his duties, or he is unwilling to comply with the applicable legislation or the Employer's rules and regulations.

8.10 Mandatory Meetings

Should the Employer require any hourly rated employee to attend any mandatory meetings, including meetings for the purpose of training or education, the Employer shall pay for all such time in attendance at the employee's hourly rate. For employees who are paid by commission,

attendance at such meetings is 'built into' the commission rate. However, the time spent at such meetings by commission employees shall be counted as time worked for the purpose of the "greater of" calculation in Article 8.04 (c). Such meeting will be limited to fifteen (15) minutes where possible.

8.11 RSM on Standby

The Employer agrees that any driver who is not on a regular scheduled route and who is required to standby at home for work, shall call the Employer dispatch not earlier than 10:00 a.m. Should no work be available to the standby relief driver at the time of call-in, the driver will be released from any further obligation for that day.

8.12 Dispatcher Remains on Duty

The Employer agrees that a dispatcher and/or management will remain on duty until the last driver returns to the warehouse at the completion of his normal duties.

8.13 Cooler Cleaners will be guaranteed an allotment minimum of twenty (20) cooler cleaning tickets per day. In the event that the allotment falls short of twenty (20) tickets for each assigned route, the shortfall will rest with the lowest seniority cooler cleaning driver. The Employer agrees to monitor the cooler cleaning allotments each pay period for the duration of the collective agreement. Scheduled meetings will be held on a monthly basis between the Supervisor, Dispatcher, and Cooler Cleaners.

ARTICLE 9 SENIORITY

9.01 Seniority Entitlement Defined

- (a) Seniority is the total length of "continuous service" on a full-time or part-time basis by an employee in the employ of the Employer, within the bargaining unit. The purpose of seniority is to provide the order of work preference, shift preference, lay offs, recalls, selection for job postings and vacation selections as set out in the Collective Agreement.
- (b) In the event that new jobs are created or vacancies occur in any bargaining unit position, the Employer will post a notice stipulating the department, the work schedule, shift starting time, rate of pay, job description and the qualifications required before any new employees are hired, in order to allow employees with seniority to apply in writing. All regular employees only shall have the right to bid on such postings. The notice shall be posted for seven (7) days in a conspicuous place in the warehouse with a copy to the Union. The Employer shall designate on the original posting the successful bidder within three (3) days of the closing date of the posting. Employees who wish to be considered for vacancies which may occur during their absence from work may register their interest with the Employer in advance of the vacancy. Where the absent employee is appointed to the vacancy, the Employer may fill the vacancy on a temporary basis pending the return of the absent employee. Such employees must be available to work within two (2) months of the start date of the position. No posting shall be required for a vacancy that will last for less than ten (10) working days.

The Employer shall fill the posting only after considering the seniority, skills and ability of the applicants. Where the skill and ability of two (2) or more applicants are relatively equal, seniority shall govern. For greater certainty, skill and ability includes reliability.

If during the first thirty (30) working days, the employee proves unsatisfactory in the job to which he is posted, the employee will be returned to his previous job and rate of pay. The job rate of pay will be paid upon commencement of the job posted. Where an employee elects during the trial period to leave the job to which he has posted, he will be transferred back to his previous job and rate of pay.

If an RSM leaves an existing route to fill a vacancy in another route and during the first thirty (30) working days proves unsatisfactory in the new route to which he was posted, or elects to leave the new route to which he was posted, he will be transferred back to his previous route which other than bona fide market changes to a route (excluding a route blend) will remain intact for the thirty (30) working days. The route vacated will be temporarily filled by a relief driver until such time as the RSM elects to take the posting or chooses to return to his original route within the thirty (30) working days. In the event the RSM accepts the route to which he was posted, the temporary position will be reposted and bid on a permanent basis.

Posting for Trainer – Seniority – On March 1st of each year there will be a posting to create a roster of RSMs to provide training to new RSMs (the "Training Roster"). The Training Roster will include those RSMs responding to the posting who are considered by the Employer, in accordance with this Article, to have the required skill and ability. When training is required, it will be offered in order of seniority to those RSMs on the Training Roster.

- (c) When an employee is laid-off for lack of work, he will then have the right to fill, if qualified and capable in all respects, providing he has been given the opportunity to demonstrate his capability in any position to which his seniority will entitle him within his own seniority group.
- (d) There shall be two (2) seniority groups:
 - 1. Inside seniority group
 - 2. Outside seniority group

9.02 Loss of Seniority

- (a) An employee will lose his seniority and recall rights, and cease to be employed, and the Employer shall be under no further obligation to such employee where he:
 - (i) voluntarily terminates his employment;
 - (ii) is discharged for just cause;
 - (iii) is on layoff more than twelve (12) months, except in the case where a layoff is a direct result of a labour dispute involving another company;
 - (iv) he does not return to work on the date specified following an approved leave of absence other than medical;
 - (v) is absent from work without leave or objectively reasonable excuse;
 - (vi) fails to report to work in response to a recall from lay-off.

9.03 Seniority Lists

- (a) On each Union bulletin board the Employer will post and maintain seniority listings. Such up-to-date listings will be posted as of January 1st, April 1st, July 1st and October 1st of each year. Copies of current lists will be provided to the Union. Such lists state:
 - (i) the employee's name;
 - (ii) the date from which the employee's seniority is calculated.
- (b) The seniority list shall be posted by the Employer on the Union bulletin board. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the lists are posted. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the seniority list shall be given to the Shop Steward.

9.04 Supplementary Seniority Information

The Employer agrees that in addition to producing and posting the seniority lists provided for in this Agreement, it will also provide any necessary seniority information at other times. The Union agrees that such information will only be sought when necessary to resolve an issue of entitlements based on seniority. The Union will provide reasonable notice of the need for this information.

9.05 Length of Service Upon Transfer Out of the Bargaining Unit

- (a) Employees in the bargaining unit who are promoted or transferred to positions which are outside of the bargaining unit shall continue to accrue bargaining unit seniority for a maximum of ninety (90) days.
- (b) In the event that the employee is later demoted or transferred back into the bargaining unit within the ninety (90) day period, the employment time both while in and out of the bargaining unit will be used to establish the employee's length of service.
- (c) After the ninety (90) day period, an employee who returns to a bargaining unit position will be credited with the seniority which he had accrued prior to taking the excluded position.

9.06 Recall From Lay-Off

- (a) When filling vacancies the Employer will recall employees with recall rights according to their seniority, provided that they are capable of performing the available work.
- (b) An employee who has been laid-off and wishes to be recalled must insure that the Employer has a current phone number and address for the purpose of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his recall rights.
- (c) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact) registered mail or telegram.

ARTICLE 10 WAGES

10.01 Wage Rates

The wage rates will be covered in Appendix "A" of this Agreement.

10.02 Calculation of Wage Earnings

Rates of pay provided for by this Agreement shall be minimums.

10.03 Payment of Wages Upon Discharge, Lay-Off or Resignation

- (a) When an employee resigns, the Employer will pay all wages and unused sick days owing to the employee within six (6) calendar days of the date of his resignation.
- (b) When an employee is laid-off or discharged, the Employer shall pay all wages owing to him as soon as possible, but in any event within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.
- (c) When an employee is laid-off or discharged, the Employer will provide the employee with a "Record of Employment" form which will indicate the reason for the separation from employment.

10.04 Distribution of Pay Cheques

- (a) The Employer will pay not less frequently than ~~twice~~ each month. Payment will be made every fourteen **(14)** days.
- (b) Payment will include an itemized accounting of the employee's earnings and deductions.

10.05 New Job Classifications

- (a) In the event that the Employer creates a new job classification within the scope of the Union's certification, the Employer will provide the Union with written notice and the Parties will meet to negotiate a wage rate for the classification.
- (b) If the parties are unable to reach agreement for a wage rate for the classification, the matter will be referred to arbitration pursuant to this Agreement.
- (c) The Employer has the right to implement the job classification at a wage rate set by the Employer and any adjustment to that wage rate which may result from negotiations or arbitration will be made retroactive to the effective implementation date.

10.06 Pay for Change in Classification

When an employee from a higher rated classification is requested to work temporarily or until permanently reclassified at a lower-rated classification, he shall continue to be paid at the rate paid for the higher rated classification.

Where an employee from a lower rated classification is requested to work in a higher rated classification for one hour or more in a shift, or more than eight (8) hours in a pay period, he shall be paid at the higher rate for the period worked in the higher rated classification. This provision is not intended for the regular replacement of higher rated employees for periods of less than one hour in a shift or less than eight (8) hours in a pay period.

ARTICLE 11 STATUTORY HOLIDAYS

11.01 Recognized Statutory Holidays

Subject to the eligibility provisions set out in this Agreement, the following days shall be recognized as paid Statutory Holidays:

New Year's Day	Canada Day
Good Friday	Thanksgiving
Labour Day	B.C. Day
Christmas Day	Boxing Day
Remembrance Day	Victoria Day

Any additional statutory holiday proclaimed by the Provincial or Federal governments will be deemed to have been added to the above schedule.

11.02 Statutory Holiday Falling on Day Off

In the event that an employee's day off falls on a statutory holiday, the employee shall receive his normal day's wages as calculated in Article 11.03

11.03 Payment for Statutory Holidays

- (a) Employees who are eligible for statutory holiday pay will receive a normal day's pay for the statutory holiday whether or not they are scheduled to work on the statutory holiday.
- (b)
 - (i) For purposes of this article, a normal day's pay for commissioned drivers, part time employees and employees paid a combination of salary and commission shall be understood to mean an employee's earnings, including overtime, for the time he has worked in the two (2) pay periods immediately preceding the holiday divided by the number of days worked or fifteen (15) whichever is the greater. The calculation is made by adding together the gross earnings for the two (2) pay periods and dividing by the number of days worked. If the number of days worked is less than fifteen (15), the calculation uses fifteen (15) as a minimum. In the case of the calculation for a normal day's pay for New Year's Day, Boxing Day and Christmas Day will be counted as time worked on the basis of the hours that the employee was paid for those days.
 - (ii) For the purposes of this article, a normal day's pay for full-time hourly employees is eight (8) hours pay at regular hourly rate.
 - (iii) Hourly paid employees who are regularly scheduled to work ten (10) hour shifts will be paid ten (10) hours pay for a statutory holiday.

11.04 Eligibility For Statutory Holiday Pay

To be eligible to receive pay for a statutory holiday, an employee must have been on the Employer's payroll for thirty (30) calendar days prior to the statutory holiday.

11.05 Statutory Holidays During Vacation

Should any statutory holiday occur during an employee's vacation period, an extra day's pay will be added to the employee's vacation pay cheque and the employee is then entitled to add one day to his vacation time. The extra day's pay will be calculated in accordance with Article 11.03 (b).

ARTICLE 12 ANNUAL VACATIONS

12.01 Annual Vacation Pay:

Casual Employees and Employees With Less Than One Year of Service

- (a) Casual employees and other employees with less than one year of completed service will receive annual vacation pay in accordance with the provisions of applicable legislation.
- (b) Casual and part-time hourly employees will receive any annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

12.02 Annual Vacation and Vacation Pay Entitlements:

Employees with One Year or More of Completed Consecutive Service

- (a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire as follows:

Completed Consecutive Service Entitlement

After 1 year but less than 4 years	2 weeks	4 %
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After 4 years but less than 9 years	3 weeks	6%
After 9 years but less than 14 years	4 weeks	8%
After 14 years	5 weeks	10%

For clarification of intent of this article see Appendix "D" – Vacation Entitlement Defined, attached hereto and forming part of this Agreement.

- (b) "Completed Consecutive Service" as used herein shall be understood to mean completed years of consecutive service with uninterrupted seniority rights.
- (c) "Gross Earnings" as used herein shall be understood to mean the total earnings realized by an employee from the payment of wage rates from straight time, overtime and statutory holiday pay.

12.03 Vacation Scheduling Preference By Seniority

- (a) Vacation scheduling will be arranged during the period of November **15th** to January **31st**. The blank vacation scheduling forms shall be posted prior to November **15th** and all employees must fill in their date selections by (i) December **15th** for any vacation days to be taken from January **1st** through the last day of February, and (ii) by January **31st** for any other vacation days.
- (b) Employees shall have preference in respect to their annual vacations within their department and classifications according to their seniority subject to Article 12.06 provided they fill in their date selections by the applicable deadline set out in paragraph (a).
- (c) A copy of the current vacation schedule will be posted each month, but the official vacation schedule will be as maintained day to day on the Employer's computer.

12.04 Vacation Schedule Limitations

- (a) In the event that an employee has not posted for his vacation, the Employer has the option of establishing the vacation time for the employee.
- (b) Employees must take their annual vacations before the end of December in each year. The Employer is entitled to schedule the vacation period where the employee fails to post for the time.
- (c) Vacation period to start on completion of employee's normal work week and end on the first day of his normal work week on the completion of his vacation.
- (d) Unless otherwise mutually agreed between the Employer and the employee, every employee shall be notified at least fourteen (**14**) days prior to being required to take any vacation period. Once vacation periods are established the time shall not be changed, except where mutually agreed between the employee and the Employer.

12.05 Vacation Period Need Not Be Continuous

An employee's vacation can be scheduled in blocks of one (**1**) week.

12.06 Staffing During Vacation Absences

- (a) The Employer is entitled to require that the vacation schedules provide for adequate

experienced and qualified staff at all times.

- (b) The Employer will not use its right to require adequate staffing in an unreasonable or discriminatory manner.
- (c) A minimum of six (6) Route Drivers will be allowed vacation at any time of the year, except where the route includes Saturday delivery, no more than three (3) Route Drivers will be on vacation on any Saturday.

ARTICLE 13 LEAVES OF ABSENCE

13.01 Bereavement Leave

- (a) A regular employee will be granted three (3) consecutive days off without loss of pay on the death of a member of the employee's immediate family.
- (b) In the case of a regular employee whose immediate family live outside the Province of British Columbia, an appropriate leave of absence without pay will be granted in addition to the leave of absence set out in (a) above.
- (c) A regular employee's immediate family is defined as the employee's spouse, mother, father, grandparents, grandchildren, sons and step-sons, daughter and stepdaughters, brothers and sisters, mother-in-law, father-in-law. Step-father or step-mother will be recognized as such provided such step-father or stepmother had the status of the employee's father or mother.
- (d) For the purposes of this Article, 'spouse' shall be defined to include common-law spouse with whom the employee has cohabited for a minimum of one (1) year.
- (e) The Employer is entitled to require proof of death and/or relationship.
- (f) The Employer will grant an unpaid extension of the bereavement leave, where there are reasonable grounds for requiring such an extension.
- (g) Bereavement leave is not paid when the bereavement occurs during a leave of absence, while on lay-off during time off which is not paid for by the Employer or while on annual vacation.

13.02 Funeral Leave

Upon giving twenty-four (24) hours advance notice, an employee shall be granted time off without pay for the purpose of attending a funeral provided that the granting of such time off shall not impair the efficient operation of the Employer's business. Such request will not be unreasonably denied.

13.03 Leave For Jury Duty or as a Witness for Crown or For Employer

- (a) Regular employees who are called to jury duty and/or serve on a jury or as a witness for the Crown shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Employer any pay received, the employee shall continue to receive the wages he would have earned during the period of his absence. To be eligible for this Article, the employee must have completed six (6) months with the Employer.
- (b) Any employee covered by this Agreement who may be required to attend any commission, court or hearing to give evidence in any case, civil or criminal on behalf of the Employer shall not suffer a loss of pay for the time necessarily spent in such proceedings.
- (c) Relative to this Article, the Employer is entitled to require proof that the employee received a

summons or subpoena, the employee must present a statement proving the amount of pay received for the attendances.

- (d) This clause will have no application for an employee who is absent from work for reasons which do not involve payment of the employee's time off by the Employer.

13.04 Personal Leave(s) Of Absence

- (a) Leave(s) of absence, other than those specifically provided for in this Agreement may be granted to employees where it is deemed reasonable and appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leave will be in writing with a copy to the Union and only a written approval will be accepted as evidence that leave was granted. Each request will be considered and approval will not be unreasonably withheld. Once the leave has been granted it shall not be withdrawn except by mutual agreement of the parties.
- (b) All leave(s) of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (c) Each employee shall be granted upon request up to three (3) personal days each year without pay upon giving proper notice to the Employer.

13.05 Fraud or Misrepresentation

Any employee who obtains a leave of absence through fraud or misrepresentation will be subject to discipline up to and including discharge.

13.06 Family Responsibility Leave

An employee is entitled up to five (5) days of unpaid leave per employment year to meet responsibilities related to the care, health and education of any member of the employee's immediate family as defined in 13.01(c).

ARTICLE 14 HEALTH AND SAFETY

14.01 General Obligations

The Employer will continue to make all reasonable provisions for the safety and health of its employees during working hours.

14.02 Obligations and Intentions

- (a) The Employer recognizes its obligation to satisfy the dictates of any valid legislation bearing on standards to be maintained relative to health and safety conditions in the work place.
- (b) The Parties further endorse and subscribe to the promotion of safety consciousness and responsibility.
- (c) It is the intent of the Employer to make every reasonable effort to provide safe working conditions and to eliminate or reduce to the extent reasonably possible any hazards defined by the Worker's Compensation Act or Regulations which are inherent in the Employer's operations.

14.03 Standards

- (a) The Parties mutually recognize the benefits to be derived from maintaining a safe and healthy

work environment and that the Employer, the employees and the Union should cooperate in striving to improve health and safety conditions.

- (b) It is further recognized and agreed that the maintenance of a safe and sanitary environment requires the cooperation and contribution of every employee. Accordingly, the employees are fully obligated to comply with any and all reasonable rules and regulations established by the Employer pursuant to this Agreement and bearing on health and safety. Specifically, every employee is obligated to report at the first reasonable opportunity, any injury or any accident which could have resulted in an injury or unsafe condition.

14.04 First-Aid and Accident Reports

The Employer agrees that upon receipt of a written request from the Union it will provide copies of any reports which the Employer has on file of first aid treatments given or accidents which have resulted in injury to any employee.

14.05 Transportation For Medical Care

Transportation from the workplace to the nearest physician or hospital for any employee requiring urgent medical attention will be provided at the expense of the Employer.

14.06 Pay For Day of Work Related Injury

In the event that an employee after starting work suffers a work related injury which incapacitates him from carrying out his duties, he shall be paid his full day's wages for the day of his injury, provided he is not in receipt of compensation from the Worker's Compensation Board for that day.

ARTICLE 15 HEALTH AND WELFARE BENEFITS

15.01 Eligible Employees

- (a) All regular full-time employees who have successfully completed their probationary period will be eligible for benefits under the Health and Welfare Plan described in Appendix "B" of this Agreement.
- (b) All regular full time employees who have successfully completed one year of service will be eligible to participate in the RRSP/DPSP in accordance with the eligibility requirements of the Plan.

You must be a full time employee working continuously for twelve **(12)** months to be eligible for the Plan. Eligible Employees enrolled in the Plan will have 2.5% of the eligible income deducted from each pay cheque and the Employer will match the 2.5% that the employee contributes. If an Employee's employment with the Employer terminates for any reason before they have completed ~~two~~ (2) years of continuous membership in the RRSP/DPSP plan, they are only entitled to their own accumulated value of contributions and not those made by the Employer.

ARTICLE 16 GENERAL PROVISIONS

16.01 No Individual Contracts or Agreements

- (a) The Employer agrees not to enter into any agreement or contract with employees, members of the Union, individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.
- (b) This provision is not intended to prohibit or restrict the Employer's right to implement, alter or amend any Incentive Compensation Program which the Employer may choose to use.

16.02 Successorship Rights and Obligations

The conditions of Section 35 of the B.C. Labour Code will apply.

16.03 Special Uniforms & Coveralls

Where any employee is required to wear any special uniform or coveralls as a condition of continued employ, a supply of such uniforms or coveralls shall be furnished by the Employer at no cost to the employee.

(a) Uniform issue for route drivers is as follows:

- 1 baseball cap
- 1 toque
- 5 short sleeve shirts
- 2 long sleeve shirts
- 5 in total of shorts or pants as chosen by route driver
- 1 belt
- 5 pairs of socks
- 1 fleece vest or 1 long sleeve fleece
- 1 jacket

(b) Uniform issue for loader/forklift/verifiers

- 1 baseball cap
- 1 toque
- 3 coveralls
- 1 pair rain pants
- 1 rain jacket
- 2 shorts
- 1 vest
- 5 short sleeve shirts
- 1 long sleeve shirt
- 1 waterproof winter jacket

(c) Uniform issue for inside seniority group (except loader/forklift/verifier)

- 1 baseball cap
- 5 short sleeve shirts
- 1 long sleeve shirt
- 3 in total of coveralls, pants or shorts

Uniform items that become faded, worn out, damaged or otherwise unfit for use due to normal "wear and tear" will be replaced or repaired at no expense to the employee. **An** employee who desires new uniform items must present the old items to the Distribution Manager before the new items are released.

Every route driver is required to be attired in only Employer issued uniform items from the time he arrives at work until the time that he has completed his duties and is leaving the workplace. No other clothing, hats or outerwear is to be substituted for the designated uniform items.

A supply of shirts and jackets will be available on site for Route drivers. Route drivers should be proactive in contacting the vendor prior to obtaining the remainder of the Employer uniform. Consideration for time compensation will be given in the event that the RSM demonstrates a reasonable attempt to acquire these items.

16.04 Safety Boot Allowance

After each full year of active work, an employee required to wear safety boots will be reimbursed for up to \$150 for the repair or replacement of safety boots upon submitting a receipt to the Employer. "Active work" means regular attendance at work not counting absence for vacation and up to three (3) weeks of other absences.

16.05 First-aid Provisions and Certificates

The Employer shall provide first-aid provisions in accordance with the Worker's Compensation Act.

16.06 Employees Returning To Work After Illness or Injury

- (a) In cases where an employee is returning to work following an absence due to illness or injury including absences covered by the Worker's Compensation benefits, the employee is entitled to re-instatement in his former position, provided it exists, after notifying the Employer of his intention to return with all rights and conditions which he formerly enjoyed according to the terms of the Agreement which is in effect at the time of his return subject to the further conditions which follow.
- (b) Prior to reinstating the employee, if there is reasonable cause for the Employer to be concerned about the employee's physical condition, the Employer is entitled to require documentation from a physician or from the Worker's Compensation Board certifying that the employee is physically able to resume the performance of the duties.

16.07 Recognition of Legal Picket Lines and Protection of Rights

It shall not be a violation of this Agreement or cause for discipline or discharge of any employee, in the performance of his duties to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized legal picket lines.

16.08 Control of Absenteeism

- (a) Every employee who is unable to report to work due to illness or injury is obligated to notify the Employer or if too ill to telephone, have someone else notify the Employer on his behalf at least one (1) hour prior to the employee's normal reporting time, to the Employer's specified phone line.
- (b) In a case where there is reasonable cause to doubt that there is a bona fide reason for an employee's absence from work based on illness or injury, the Employer is entitled to require a doctor's certificate as proof of sickness or injury. Any cost associated with the provision of a doctor's certificate, for absences of three (3) days or less, under this Article will be incurred by the Employer.
- (c) In a case where an employee is unable to maintain a satisfactory attendance record, the Employer will deal with the problem recognizing the reasons for the attendance problems may be beyond the control of the employee.

16.09 Route Blend

It may be necessary to blend routes where route sizes are being increased due to growth, downsized due to a reduction in the customer base, or adjusted to allow for various customer changes. When the Employer decides to do such a route blend, it will **consult** with the Route Sales Managers about the implementation of the route blend with a goal of minimizing disruption to customers and negative effects on Route Sales Managers, having due regard for business efficiency, customer service.

If a route blend results in a Route Sales Manager with a regular route (the "assigned route") earning in the first twelve (12) pay cheque period after the route blend ("the new period") less than 90% of what he earned in the twelve (12) pay cheque period immediately preceding the route blend (the "old period"), providing that the work period is comparable, the RSM may exercise one of the following options within 10 calendar days:

- a) he may require the Employer to pay the difference between the percentage earned and 90% in the next pay period following the end of the twelve (12) pay cheque period, and accept to continue his route, as blended, thereafter; or
- b) he may use his seniority to bump (BUMP #1) a junior RSM if qualified and capable in all respects, providing he has been given the opportunity to demonstrate his capability in the position into which he has bumped.

The above noted options a) and b) will also apply where a route is blended more than once in any twelve consecutive month period, and the cumulative effect of the blends results in a Route Sales Manager earning in the first twelve (12) pay cheque period after the most recent route blend less than 90% of what he earned in the twelve (12) pay cheque period immediately preceding the first route blend.

If a route blend results in the elimination of a route, the RSM who had been doing the eliminated route will have 10 calendar days to use his seniority to bump a junior RSM if qualified and capable in all respects, providing he has been given the opportunity to demonstrate his capability in the position into which he has bumped.

If an RSM is bumped pursuant to any of the above, he will have 10 calendar days to choose to (i) move into the vacated route without that route being posted, or (ii) use his seniority to bump (BUMP #2) a junior RSM if qualified and capable in all respects, providing he has been given the opportunity to demonstrate his capability in the position into which he has bumped.

If a second RSM is bumped pursuant to the above paragraph, that employee above will also have 10 calendar days to choose to (i) move into the vacated route without that route being posted, or (ii) use his seniority to bump (BUMP #3) a junior RSM if qualified and capable in all respects, providing he has been given the opportunity to demonstrate his capability in the position into which he has bumped.

Any other RSM bumped as a result of BUMP #3 will not have any bumping rights and may only move into the vacated route without that route being posted.

In the case of a bump because of the elimination of a route, the Employer will provide statistical data on the historical route performance to the employee who has lost their assigned route and a map of the boundaries to a maximum of five (5) potential routes that he may elect to bump into.

16.10 Joint Consultation

On the request of either party, up to three (3) representatives from each party must meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Where the Union wishes additional representatives to attend, leave may be granted upon the approval of the Employer.

The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

ARTICLE 17 TECHNOLOGICAL CHANGE

17.01 Technological Change Defined

Technological changes shall be defined to mean the introduction and utilization of equipment changes which have not previously been used with the bargaining unit by the Employer and the use of which results in the termination or laying off of regular employees.

17.02 Recognition of Benefits of Technological Change

All Parties to this Agreement recognize that technological changes that result in increased efficiency and productivity must be encouraged and further that all parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

17.03 Prior Notification

The Employer shall advise the Union not less than thirty (30) calendar days prior to the introduction of technological changes and the matter shall immediately become the topic of general discussion and consultation between the Employer and the Union and particularly in regard to:

- (i) the effect such changes will have on the employees within the bargaining unit;
- (ii) the probable effect on working conditions;
- (iii) any changes in job classifications.

17.04 Affected Employees

In the event that a technological change occurs, the termination or lay-off which results shall be conducted in accordance with the seniority provisions of this Agreement.

ARTICLE 18 DEFINITIONS

18.01 Time Span Reference

References to days, weeks, *months* or years shall be understood to mean calendar days, weeks, months or years unless expressly provided in this Agreement.

18.02 Specific Definitions

The following specific definitions of words, expressions, terms or phrases have been agreed to by the Parties and shall be used to establish the intent and meaning of the language of this Agreement unless a different definition is provided within the context of a particular article:

Probationary Employee: An employee who was hired into probationary status and who has not successfully completed the probationary period.

Regular Employee: An employee who works regular scheduled shifts as assigned by the Employer on a continuing basis. Such employees may be employed on either a full-time or a part-time basis.

Casual Employee: An employee hired on an incidental and temporary basis to provide for additional manpower. Not to be used to reduce the normal working hours of regular or probationary employees, nor inhibit the recall of laid off employees.

18.03 Bulk Route Definition

The Union and the Employer have agreed that in relation to the 'Bulk Route Driver' definition as it

appears in Appendix "A" of the collective agreement, that 'Bulk Route Driver' can also include hauling of water via a tanker.

ARTICLE 19 GRIEVANCE AND ARBITRATION PROCEDURES

19.01 Definition of Grievance

The term "grievance" refers to any disagreement relating to the interpretation, application or alleged violation of the present Collective Agreement.

19.02 Grievance Procedure

Whenever any dispute arises between the Employer and the Union, or between the Employer and one or more employees, the men shall continue to work and the dispute shall be adjusted in accordance with the following procedures.

Time Limit to Institute The Grievance Procedure

- (a) Termination or Lay-Off -seven (7) calendar days
- (b) All other grievances - fourteen (14) calendar days

In any dispute over a pay cheque or pay statement, or any matter thereon, the time limit shall be calculated from the date the employee received the pay cheque or pay statement.

Step 1: Any grievance of an employee shall first be taken up between such employee and the Employer supervisor, however the employee will be entitled to be represented by a Shop Steward or Union representative.

Step 2: Failing settlement under Step 1, a representative of the Union or a Shop Steward may pursue such grievance by delivering to the Employer Supervisor within fourteen (14) calendar days of the decision in Step 1 a grievance in writing which is dated, indicates the nature of the grievance, and is signed by the Grievor and Shop Steward, or by the Union Business Agent in the case of a policy grievance.

Step 3: Failing settlement under step 2, such grievance and any dispute arising between the Union and the Employer over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure, shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Employer within 14 calendar days of the decision in Step 2. The representatives of the Employer and Union shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.

Step 4: Failing settlement under step 3, either Party may within thirty (30) calendar days of the decision in Step 3 refer the matter to a neutral arbitrator who will meet with the authorized representative of the Union and the Employer to hear both sides of the case. Whenever any dispute arises between the Employer and the Union, or between the Employer and one or more employees, the men shall continue to work and the dispute shall be adjusted in accordance with the following procedures.

19.03 Minister of Labour

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

19.04 Arbitrator's Decision

The arbitrator shall be required to hand down his decision within fourteen(14) days (excluding Saturday, Sunday and General Holidays) following completion of the hearing and his decision will be final and binding upon the parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority in any matter to amend, alter or change any provisions of this Agreement.

19.05 Costs

The cost of the arbitrator will be borne equally by the Union and by the Employer.

ARTICLE 20 MEDICAL

20.01 Medical

- (a) Any Employer or Government required physical or medical examination shall be promptly complied with by all employees provided however, the Employer shall pay for all such physical or medical examinations or for any time lost as a result thereof during his working hours.

Where a regular employee is required by the Employer to take a medical outside of his regular hours of work, the Employer shall pay, to a maximum of one quarter (1/4) day's pay at straight time wages, for hourly employees and one quarter (1/4) day's pay for commission employees for such time spent, excepting in instances where an employee is returning to work or is about to return to work following illness or disability.

- (b) If following a medical examination under (a) of this Section, the employee is dissatisfied with the decision of the Employer doctor, the employee may seek a decision from his personal doctor. Should the decision of the Employer's doctor and the employee's doctor differ, the Employer or the Union is entitled to direct that employee be examined by a medical specialist whose specialty covers the disability. The Employer's doctor and the employee's doctor together, shall then select such a specialist, however, failing agreement within five (5) days, the College of Physicians and Surgeons shall be requested to make such an appointment. The decision of the medical specialist shall be final and binding upon the parties involved.
- (c) An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages only because the Employer requires a medical examination prior to the employee resuming work. If such employee is entitled to work under seniority and recall procedures, he will be paid his regular wage for each day or days until he returns to work, provided the Employer medical examiner certifies the employee is fit to resume work.

ARTICLE 21 PAYMENT OF UNION DUES FOR COMPENSATION SICKNESS COVERAGE

- 21.01** When an employee goes off work ill or on compensation, the Employer shall continue to pay Union dues provided the employee is at no time more than five (5) months in arrears.

- (a) When the employee returns to work, the Employer shall deduct from his earnings any monies the Employer has paid out in respect of the employee's Union dues.
- (b) In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for Union dues, the Union shall then reimburse the Employer for said amount.

ARTICLE 22 LICENSE TESTS

22.01 Renewal

Whenever it becomes necessary for an employee to undertake tests for renewal of license or tickets, the Employer shall, upon request, provide appropriate equipment for this purpose.

ARTICLE 23 TERMINATION OF EMPLOYMENT

23.01 The Employer agrees to incorporate the specific termination of employment provisions of the Employment Standards Act into this Agreement.

ARTICLE 24 SICK LEAVE

24.01 Each regular employee (part-time or full-time) shall accrue sick time leave as follows:



Less than 300 hours	1 sick day
After 300 hours	2 sick days
After 600 hours	3 sick days
After 900 hours	4 sick days
After 1200 hours	5 sick days

In the case of a commission driver, the sick day payment will be calculated under Art. 11.03 (b) (i).

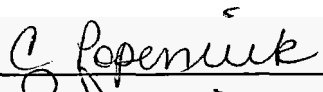
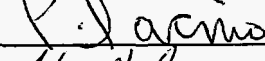

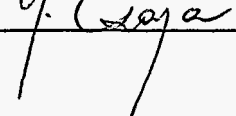
All unused sick days shall be paid out at the end of the year, except that an employee can carry forward up to five (5) sick days to the next year. Sick days are calculated annually based on a calendar year.

EXECUTED by the authorized representatives of the Parties at Richmond British Columbia this day of MAY 29, 2009.

For CANADIAN SPRINGS WATER COMPANY

FOR TEAMSTERS LOCAL 31

APPENDIX "A" WAGE SCHEDULE

Route Sales Manager/Relief RSM Outside Seniority Group	Effective Date Oct. 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
Per bottle delivered	\$1.00	\$1.00	\$1.00
Per sleeve of cups delivered	\$0.55	\$0.55	\$0.55
Per case of cups delivered	\$13.75	\$13.75	\$13.75
Per cooler movement (in)	\$6.00	\$6.00	\$6.00
Per cooler movement (out)	\$5.00	\$5.00	\$5.00
Per cooler maintenance (off route and the only service/product provided on the stop)	\$6.00	\$6.00	\$6.00
UTS Equipment (off route)	\$5.00	\$5.00	\$5.00
UTS Non-Equipment (off route)	\$2.00	\$2.00	\$2.00
Minimum Stop (off route)	\$2.00	\$2.00	\$2.00
Coffee Stop (including equipment)	\$5.00	\$5.00	\$5.00
Training of new RSM per day	\$35.00	\$35.00	\$35.00
Mechanical downtime	\$16.20	\$16.20	\$16.20
Downtime rate	\$16.20	\$16.20	\$16.20
RSM hourly rate	\$16.20	\$16.20	\$16.20
RSM training 20 working days	\$12.35	\$12.35	\$12.35

COFFEERSM DRIVERS

Outside Seniority Group

10% of all revenue from delivered products with
a two (2) week guarantee as above pro rated for
days worked.

Set Up Equipment \$6.00 install or \$5.00 pickup

Off site cooler sanitation* (commission per sanitation)	\$8.50	\$8.50	\$8.50
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*Off Site Cooler Cleaners – Rate for persons
newly-hired or transferred into off-site cooler
sanitation position.

Off site cooler sanitation (employees hired before April 21, 2006) (commission per sanitation)	\$10.50	\$10.50	\$10.50
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*Off Site Cooler Cleaners will receive the higher
of: 1) their hourly wage (as per Cooler
Cleaning/Refurbishing Inside Seniority Group
Classification), or; 2) their commission earnings,
on a bi-weekly basis.

Off-Site Cooler Cleaning on Sunshine Coast will
be performed by the territory RSM at the
applicable wage rate as per Appendix "A".

Minimum two (2) week guarantee	\$1296.00	\$1296.00	\$1296.00
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Bulk Route Driver – Rear Loading rack delivery	Effective Date Oct. 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
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Outside Seniority Group

GROUP 1	GROUP2			
**Start	Start	\$18.10	\$18.50	\$19.00
18 months	12 months	\$18.85	\$19.25	\$19.75
36 months	24 months	\$19.85	\$20.25	\$20.75

• Note parameters (see last page)

Dispatcher Outside Seniority Group	Effective Date Oct. 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
Start	Start	\$14.85	\$15.25
18 months	12 months	\$15.85	\$16.25
36 months	24 months	\$16.85	\$17.25

Equipment Technician Inside Seniority Group	Effective Date Oct. 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
Start	Start	\$15.75	\$16.15
18 months	12 months	\$16.75	\$17.15
36 months	24 months	\$18.50	\$18.90

Maintenance Mechanic Inside Seniority Group	Effective Date Oct. 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
Start	Start	\$15.75	\$16.15
18 months	12 months	\$16.75	\$17.15
36 months	24 months	\$18.50	\$18.90

Loader/Forklift/Verifier Inside Seniority Group	Effective Date Oct. 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
Start	Start	\$14.00	\$14.40
18 months	12 months	\$15.00	\$15.40
36 months	24 months	\$16.00	\$16.40

Bottling Line Operator Inside Seniority Group	Effective Date Oct. 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
Start	Start	\$14.00	\$14.40
18 months	12 months	\$15.00	\$15.40
36 months	24 months	\$16.00	\$16.40

General Bottling/Warehouse Inside Seniority Group	Effective Date Oct. 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
Start	Start	\$11.85	\$12.25
18 months	12 months	\$12.60	\$13.00
36 months	24 months	\$13.35	\$13.75

Cooler Cleaning/Refurbishing Inside Seniority Group	Effective Date Oct. 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
Start	Start	\$12.25	\$12.65
18 months	12 months	\$13.02	\$13.42
36 months	24 months	\$13.80	\$14.20

Lead Bottling Line Operator Inside Seniority Group	Oct. 15/2005 \$18.50	Oct. 15/2006 \$18.90	Oct. 15/2007 \$19.40
	Effective Date Oct 15/2005	Effective Date Oct. 15/2006	Effective Date Oct. 15/2007
Stores/Shipper/Receiver Inside Seniority Group	\$17.70	\$18.10	\$18.60

** Group 1 – Employees hired after April 21, 2006

** Group 2 – Employees on staff on April 21, 2006

Note: Dispatch shifts will be posted and bid on by seniority. If shifts change, there will be a re-posting. Dispatchers may be required to work a different shift for up to six (6) weeks total each year.

Shift premium of fifty cents (\$0.50) per hour for hours worked from 5:00 p.m. to 5:00 a.m.

1st aid premium - \$0.75 per hour for one person per afternoon shift who has the highest rated first aid certificate. If two or more persons have the highest rated certificate, the most senior employee will receive the premium.

LEADHANDS

In the event that the Employer appoints a leadhand in a particular classification, the leadhand shall be paid \$1.00/hour higher than the highest hourly rated employee under his direction. Employees appointed as leadhands will be subject to seniority as covered by Article 9 of this Agreement for the purpose of layoff and recall.

APPENDIX “B” – BENEFITS PLANS

The Employer will provide a benefit plan which contains the following benefit coverage:

Benefits	Description	Premiums – Employer Share	Premiums – Employee Share
Medical Services Plan	As per BC MSP Plan	80%	20%
Basic Life Insurance	100% of annual earnings	80%	20%
Schedule	\$150,000		
Benefit Maximum	\$150,000		
Non-Evidence Maximum	50% at age 65		
Reduction Clause			
Termination Clause	Earlier of age 70 or retirement		
Basic Accidental Death and Dismemberment Schedule	Same as Basic Life Insurance	80%	20%
Optional Life Insurance	(Employee & Spouse)	0 %	100%
Increments	Units of \$10,000		
Benefit Maximum	\$250,000		
Dependent Life Insurance	\$10,000	80%	
Spouse	\$ 5,000		
Dependent Child			
Long Term Disability	66.7% of first \$2,250 plus 40% of balance per month	80%	0%
Schedule			
Benefit Maximum	\$6,000		
Non-Evidence Maximum	\$5,000		
Elimination Period	17 weeks		
Benefit Duration	to age 65		
Definition of Disability	Own Occupation for 2 years		
CPP/QPP Offsets	Full		
Tax Status	Taxable		
Extended Health Care		80%	20%
Calendar Year Deductible	Nil		
Reimbursement	100% less dispensing fee		
Drugs			
Pay Direct Drug Card	Yes		
Drug Definition	Mandatory generic substitution		
Smoking Cessation Prod.	Excluded		
Fertility Drugs	Excluded		
Hospital Room	Ward		
Paramedical Maximum	\$500 per practitioner per calendar year		
Out of Canada Emergency	100%		
Travel Assistance	Yes		
Survivor Benefit	24 months		
Vision Care	\$200/two years per family member	80%	20%
Eye examination	\$75.00 every 2 years	80%	20%
Dental Care		80%	20%
Calendar Year Deductible	Nil		
Reimbursement	80%		
Basic Services			
Major Restorative Services	80%		

Maximum Per Family Member	\$2,000 per calendar year		
Basic and Major Restorative Services	(combined) Current		
Dental Fee Guide			
Recall Examinations	Once every 9 months		
Survivor Benefit	24 months		

APPENDIX "C"
TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND

The Teamsters Local ~~No.~~ 31 Union/Industry Advancement Fund shall be for the enhancement ~~of~~ all persons dependent upon any industry represented by Teamster Local Union No. 31.

The Employer shall make contributions on behalf ~~of~~ employees covered by this Collective Agreement of \$10,000.00 on ratification, and a further \$10,000.00 on October 15, 2006 of this Agreement and \$10,000.00 on October 15, 2007.

Payment of said funds shall be made to the Teamster Local No. 31 Union/Industry Advancement Fund.

This payment will be independent and separate from any other payment made ~~to~~ the Teamsters Local Union No. 31.

APPENDIX 'D'

Vacation Entitlement Defined

Example: Jane X makes \$ 30,000.00 per annum and her start date is Jun 15, 2001

	Completed Years	Vacation Days Entitlement	Vacatio n "	Annual Gross Earnings	Hourly Rate of Pay	Vacation Accrual (Bank)	Vacation Paid Current	Year End Payout if no
2000 1		0	4%	\$ 16,250.00	\$14.4230	\$650.00		
2001 2		5	4%	\$ 30,000.00	\$14.4230	\$1,200.00	\$576.92	\$73.08
2002 3		10	4%	\$ 30,000.00	\$14.4230	\$1,200.00	\$1,153.84	\$46.16
2003 4	Starts 6% on Jun15	10	4% 6%	\$ 16,250.00	\$14.4230 \$14.4230	\$650.00 \$825.00	\$1,153.84	\$46.16
2004 4				\$ 13,750.00				

Total Vacation Accrual Earned to take in 2005 w/ prorated days \$ 1,475.00

2004 5		13	6%	\$ 30,000.00	\$14.4230	\$1,800.00	\$1,499.99	\$(24.99)
2005 6		15	6%	\$ 30,000.00	\$14.4230	\$1,800.00	\$1,730.76	\$69.24
2006 7		15	6%	\$ 30,000.00	\$14.4230	\$1,800.00	\$1,730.76	\$69.24
2007 8		15	6%	\$ 30,000.00	\$14.4230	\$1,800.00	\$1,730.76	\$69.24
2008 9	Starts 8% on Jun15	15	6% 8%	\$ 16,250.00	\$14.4230 \$14.4230	\$975.00 \$1,100.00	\$1,730.76	\$9.24
2009 9				\$ 13,750.00				

Total Vacation Accrual Earned to take in 2010 w/ prorated days \$ 2,075.00

2010 0		18	8%	\$ 30,000.00	\$14.4230	\$2,400.00	\$2,076.91	\$(1.91)
2011 1		20	8%	\$ 30,000.00	\$14.4230	\$2,400.00	\$2,307.68	\$92.32
2012 2		20	8%	\$ 30,000.00	\$14.4230	\$2,400.00	\$2,307.68	\$92.32

- A.** Vacation Accrual (Bank) in one year represents the vacation dollars allowed to be taken out in the following year. (i.e. Dollars accrued in 2002 may be paid from Jan - Dec 2003 when vacation days are taken)
- B.** Vacation schedules are based on a calendar year basis- January 1~ December 31.
- C.** New hires vacation days are prorated based on the day they start. People who reach the completion of their 3rd and 8th years will also have their vacation days prorated the following year based on the date their accrual changed based on their hire date.
- D.** Vacation is accrued on total gross earnings and paid out as follows:
- | | | |
|----|-----------------------|------------------------------|
| | Regular Earnings | Paid during vacation time |
| b. | Overtime | Paid out annually |
| c. | Other (misc) Earnings | Paid out annually |
| d. | Bonus | Paid out with bonus pay outs |

All part time and casual employees will have their vacation paid out on each pay cheque.

- E.** Drivers and Commissioned employees vacation pay is calculated based on the total vacation dollars earned in the previous year divided by their days entitled.

Example: Total Gross Earnings = \$ 48,437.00

\$ 48,437.00 x 4% = \$ 1,937.48 Vacation Dollars Earned / 10 days / 8 hrs per day = \$ 24.2185 per hour

- F. Employees who are **off** on leave (i.e. WCB, Parental, Sick, etc) do not accrue any vacation dollars however they do not lose their vacation entitlement and will still have their days **off** but at a lower hourly rate or **unpaid**.

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