

# COLLECTIVE AGREEMENT

BETWEEN

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

(hereinafter referred to as the "Company")

and

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

**(CAW-CANADA) and its LOCAL 350**

(hereinafter referred to as the "Union")



CAW  TCA  
CANADA

May 16, 2009 - May 15, 2012

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## ARTICLE 1 – PURPOSE

- 1.01 It is the purpose of this Agreement to promote harmonious relations between the Company and its employees and to provide an amicable method of settling differences with respect to its interpretation, application, administration or alleged violation.

## ARTICLE 2 – DEFINITIONS

- 2.01 The word "employees" wherever used in this agreement shall mean all employees of the Company at its plant in Edmonton save and except the three (3) Administrative Assistants, Account Managers, Sales Execution Specialists, Supervisors, financial analyst and persons above the rank of supervisor, persons performing Inventory Analyst duties and Dispatchers.
- 2.02 The expression "office employee" wherever used in this agreement shall mean an employee other than those excluded as set out in 2.01 above, who normally perform duties of a clerical, stenographic or similar nature in the office or plant.
- 2.03 The expression "outside employee" wherever used in this Agreement shall mean an employee in the category of sales equipment serviceperson, sales equipment service trainee, sales equipment deliveryperson, delivery driver, full-service vending and delivery helper, merchandiser, including those outside employees performing the duties of special events person.
- 2.04 The expression "inside employee" wherever used in this Agreement shall mean an employee who is not an "office employee" nor an "outside employee".
- 2.05 (a) A "probationary employee" (including a temporary employee) shall mean an employee who has not yet completed **five hundred and twenty (520) hours** of actual work within a period of six (6) consecutive months. A probationary employee shall have no rights under the seniority provisions of this Agreement and may be discharged by the Company with or without assigned cause and at the sole discretion of the Company, and such discharge shall not be open to review under the grievance procedure set out in this Agreement except in the circumstance of an allegation of a breach of clause 3.02 hereof. **On completion of the full-time employee's probationary period, such employee shall be credited with a seniority date of the person's first day worked as a full-time employee.**
- (b) **A temporary employee who transfers to a regular full-time position shall have the number of hours actually worked as a temporary period within a six month period from date of transfer to full time status counted toward the completion of his/her probationary period. Such an employee's seniority date shall be his/her first day worked as a full-time employee. Seniority will not apply to temporary employees. In the hiring of new regular qualified employees for the bargaining unit, preference will be given by the Company to temporary employees in the order of their date of hire.**
- 2.06 (a) A "temporary employee" shall mean an employee who is engaged by the Company to perform work of a temporary nature and shall be used by the Company to replace regular full-time employees who are absent from work for reasons of all leaves pursuant to the Collective Agreement, to replace a regular full-time employee who has returned to

work and is performing modified duties and to perform increased work associated with temporary business requirements. A temporary employee shall also be used for regular work required by the Company of a duration of twenty-four (24) hours a week or less.

- (b) A temporary employee shall have no rights or entitlements under the Collective Agreement except those that may be specifically provided for therein. Temporary employees shall be required to become members of the Union and to pay Union dues.
- (c) Vacations, paid holidays and overtime for temporary employees shall be paid in accordance with the Employment Standards Code.

- 2.07 In this agreement the masculine pronoun shall be deemed to include the feminine where the context so requires.
- 2.08 Where used in this Agreement, "calendar days" shall be defined as all days except Holidays as provided for in Article 11.01 herein.
- 2.09 Lead hands may be utilized in the Automotive and Warehouse departments. In addition, a Lead Hand may also be utilized in the Merchandising department on Saturday and Sundays only. Such Lead Hands will technically direct and coordinate the work of employees under the direction of his/her Supervisor/Manager, however, he/she shall not have the direct authority to schedule, hire, suspend, dismiss, or discipline employees.

If a situation arises where the actions/comments of a Lead Hand are not consistent with Company policy or contrary to the Collective Agreement, then a meeting to resolve such matter(s) shall be convened as soon as possible between a designate from the Union and the Lead Hands Department Manager.

### ARTICLE 3 REPRESENTATION

- 3.01 The Company recognizes the Union as the exclusive bargaining agent of the employees as herein defined.
- 3.02 (a) The Company and the Union agree there will be no intimidation, bullying, harassment, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members with respect to any employee of the Company by reason of membership or non-membership in the Union, Union activity or by reason of age, race, creed, colour, national origin, disability, religious affiliation, sex, sexual orientation, marital or family status.
- (b) Properly discharged supervisory responsibilities, including disciplinary action or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of Coca-Cola Bottling Company employees, are not harassment or discrimination.
- 3.03 (a) Every employee shall, on completion of their probationary period and as a condition of their continued employment become and remain a member of the Union in good standing.

- (b) The Union agrees that it will not refuse membership to any employee without just cause. Whenever an employee is suspended or expelled from membership the Union will give the Company, in writing, the reasons for such action.
  - (c) The Company will advise every new employee of the fact that a Collective Agreement exists with this Union and the Company will supply to the Union a list of all newly hired bargaining unit employees. The Union shall be allowed to have a meeting each **quarter** for one half hour with new hires and shall post notice of such meeting. The date and time of the meeting will be **determined by the Union in consultation with the Company**, but held on a day that is observed by the Union as Union business leave as defined under Article 6.10 and held at either the beginning of the employee start of shift or thirty (30) minutes prior to the end of the employee's shift. Time spent absent from work for employees attending such meeting shall be without loss of the employee's regular hourly rate of pay.
  - (d) The Company will notify the Secretary Treasurer of the Local Union of all new hires within two (2) days of being hired.
  - (e) The Company shall forthwith notify the Union in writing of any change in the employment status as a result of a Company approved discretionary leave of absence, the offer of temporary work outside of the bargaining unit, and/or the termination of a bargaining unit employee.
- 3.04 (a) Every employee shall, as a condition of their continued employment, authorize the Company in writing, on forms supplied by the Union, to deduct from each pay payable to them thereafter during the life of this Agreement, and during the life of any subsequent Collective Agreement containing similar provisions, such amount as may from time to time be certified in writing by the Union to the Company as being the amount of Union Dues currently levied uniformly upon all members of the Union for the general purposes of the Union.
- (b) Every new employee shall, on completion of their probationary period, complete and sign an application for membership in the Union and an authorization for deduction from their pay of such amount as may at that time be certified by the Union to the Company as being the amount of the Union's standard Initiation Fee. Authorization for deduction of the Union Initiation Fee shall be on a form supplied by the Union.
  - (c) Union Dues and Initiation Fees deducted by the Company shall be remitted to the Financial Secretary of the Union prior to the 15th day of the month following the month in which such deductions were made. A list, in alphabetical order, of all employees from whom deductions have been made shall be included. At the beginning of each week, the Company will give the Union a copy of the warehouse, office, cooler service and distribution weekly time sheets for the previous week. The Company will include on the employee's T-4 slip the amount of Union dues deducted.
- 3.05 Upon written request of the Union, but not more than once each quarter, the Company shall provide the Union with a listing of employees, including all regular, temporary and probationary, showing the last address and telephone number provided to the Company. It

shall be the responsibility of each employee to advise the Company regarding their change of address and phone number.

#### ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union agrees that, subject to the restrictions imposed by law, the Company has the exclusive right to manage and operate its Plants and equipment and to carry on its business. The Union also agrees that, subject to the restrictions imposed by law or by the terms of this Agreement, the Company has the right to decide from time to time all matters relating to the terms and conditions of employment of the employees, including the duties and conduct to be required of them. The Company agrees that it will not discipline, suspend or discharge (as distinguished from lay-off) any employee without just cause and further agrees that the Union and employees shall have the right to grieve in the manner and to the extent set out in Article 7 hereof should the Company exercise any of its functions or rights in violation of, or inconsistent with, any provision of this Agreement.

#### ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The terms "strikes" and "lockouts" will have the same definitions as those set out in the Alberta Labour Relations Code.

5.02 The Company shall advise the Union forthwith of any agreements to sell, lease, transfer, relocate, or merge the business with another business, in writing. The Union shall also be advised as to the nature of the transaction, but not including financial details.

#### ARTICLE 6 – UNION ACTIVITIES

6.01 (a) There shall be no Union activities on the job site during working hours unless permission is first obtained from the employee's immediate supervisor. Such permission will not be unreasonably withheld and all such time off during an employee's regular working hours shall be without loss of pay.

(b) A Union Steward or officer of the Union who is an employee may request permission from their immediate supervisor to be absent from the job site during some part of their working day to attend a meeting of the Union Executive. Provided the request is made at least **forty-eight (48)** hours in advance, in writing, an employee shall be granted such time off, without pay, as the employee may reasonably require in the circumstances.

6.02 (a) Except as herein expressly provided, no bill, bulletin, newspaper, handbill, or any other document, shall be posted in or about the premises or equipment of the Company by the Union, its officers or members, or by any employee of the Company. The Company will, however, make available for the use of the Union bulletin boards in the Company's Plant in Edmonton, whereon the Union may from time to time post such notices as it desires to bring to the attention of the employees, provided, however, that no such notice may be so posted unless it shall have been signed by the President of Local 350 or their designated representative prior to being posted to indicate that they have agreed

to the posting thereof.

(b) The Company will supply the Union with a secure office mail slot, to which the Union will have sole access, in a place to be determined in the plant.

6.03 From time to time during the currency of this Agreement, upon the written request of the Union, the Company will grant leaves of absence without pay to the employees named in such request to enable them to participate in Union activities. No such leave of absence shall be for a period of less than one day or more than seven (7) days except that where a leave is granted to an employee to enable the employee to attend a Union convention, the maximum of seven (7) days may be exceeded to the extent of necessary travel time from Edmonton to the place of convention and return. No more than eight (8) such leaves will be granted in any one year of the currency of this Agreement and no more than three (3) employees may be absent on such leave at any one time; provided, however, that there shall be no limit on the number of such leaves that may be granted to an employee holding the office of President of Local 350 or a designated alternate.

6.04 Other than as noted below, the granting of any leave of absence under clause 6.03 may be refused by the Company if there is no suitable replacement employee available who is capable of satisfactorily performing the work of the employee requesting the leave.

An exception to the foregoing shall be made for an employee holding the office of President of Local 350 (**and/or** a designated alternate), provided that the Union has advised the Company of its requirements at least **forty-eight (48)** hours in advance of such employee's absence.

6.05 From time-to-time during the currency of this Agreement and upon the written request of the Union, the Company will grant a leave of absence without pay to any employee for the purpose of attending to Union business. Such leave of absence shall be for a period of not less than one (1) month nor more than one (1) year and not more than one (1) employee shall be entitled to any such leave of absence at any one time. On the written request of the Union, the Company will consider an extension of up to two (2) years in any leave granted under this provision. To the extent that is practical to do so, the Company will endeavour to arrange for the continuance of both Company and Government welfare benefits while an employee is absent on such leave.

6.06 With respect to employees granted leave of absence under the provisions of clauses 6.03 or 6.05 above, it is agreed that on the written request of the Union:

(a) Each employee shall receive from the Company in respect of each day of absence on such leave, an amount equivalent to:

(i) one-fifth (1/5) of the employee's regular weekly wage rate.

– LESS –

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

(b) The Union shall promptly reimburse the Company for the sum of:

(i) the gross amount of the payment calculated as set out in (a) (i) above,  
– PLUS –

(ii) any amount which becomes payable by the Company as a result of the Company having made to any employee a payment under the provisions of (a) above (e.g. Company contributions to the Employees' Retirement Plan, the Extended Group Insurance Plan, the Employee Savings and Investment Plan (ESIP), Employment Insurance, Government Pension Plan and Health Plan, etc.). In the event of failure of the Union to so reimburse the Company, all payments to employees under (a) above shall immediately cease.

(c) In consideration of the agreement of the Company to make payments as provided above, the Union agrees to indemnify the Company and save it harmless from and against any and all claims, payments, and costs of any kind which it may receive, make or suffer, directly or indirectly, through having agreed to make and having made such payments, deductions and contributions or by reason of any imputed employment relationship which might be alleged to exist between such employee and the Company by reason of the making of such payments.

6.07 Every Union Steward and every officer of the Union who is an employee shall be allowed such time off as may be necessary to enable them to attend those appointments with management personnel at which the Steward's presence is required under the provisions of Article 7 and every employee who is a necessary witness at a grievance arbitration hearing established under Article 7 shall be allowed such time off as may be necessary to enable the employee to give evidence at such hearing. The allowing of any such time off shall, however, be subject to the employee having obtained the permission of their immediate supervisor or department manager to leave their work or, in the case of a grievance arbitration hearing, the service of a notice to attend such hearing signed by the arbitrator or chairperson. All such time off during an employee's regular working hours shall be without loss of pay; provided, however, that the Company may discontinue paying for such time off if, in its opinion, the privilege of requesting such time off is being abused.

In the event that an employee's immediate supervisor is not available to deal with reasonable promptness with the employee's request to leave their work, such employee shall so notify **their Department Manager or other Department Supervisor/Manager**. Such manager will then arrange for the employee to be relieved of their duties as soon as is practical.

6.08 (a) At the request of the Union, the Company will grant time off, without loss of pay during the employee's regular working hours, to not more than a total of four (4) employees and from different departments covered by this Collective Agreement, as well as to any employee holding the office of President of Local 350, to allow them to be members of the Union Negotiating Committee and to enable them to attend arranged meetings with Company representatives or with a Conciliation Officer for the purpose of negotiating a renewal of this Collective Agreement.



(b) At the request of the Union, the Company will grant to the same five (5) employees referred to in 6.08 (a) hereof, up to ten (10) days off, without pay, for the purpose of preparing or revising the Union's bargaining proposals and proofreading the revised Collective Agreement before it is signed.

6.09 The Company will contribute **\$0.015** cents per hour for all hours worked or paid to employees to the CAW Canada, Local 350 Education Fund. This contribution will be made by separate cheque at the same time as the Union dues are remitted. The Company will include a list of all hours worked by all employees.

6.10 The Company shall provide fifty-two (52) paid days per year to the Local for the purposes of attending to Union business.

## ARTICLE 7 – GRIEVANCES

7.01 The Union Stewards herein referred to shall be employees of the Company and shall not be more than six (6) in number. In addition, the Company shall recognize the position of Chief Shop Steward. The Union will notify the Company in writing of the names of such Stewards and may also notify the Company of the names of not more than an equal number of additional employees who may serve as alternate Stewards in the absence from work of a regular Steward. The Company will not recognize any individual as a Steward until it has received such notification from the Union.

7.02 In this Agreement a grievance shall consist only of a difference concerning the interpretation, application, administration or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitral. If any question arises as to whether a particular difference is or is not a grievance within the meaning of this Agreement, that question may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of the employees and both parties to this Agreement to deal with all grievances promptly through the procedure set out herein.

### 7.03 INDIVIDUAL GRIEVANCE:

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

#### Step 1

If a grievance is referred by an employee to the Steward and if the Steward considers that there may be a reasonable basis for the grievance, the employee and the Steward may refer the matter in writing to the appropriate management representative, within fourteen (14) calendar days of the event giving rise to the grievance and not otherwise. A meeting to attempt to resolve the grievance will be held within seven (7) calendar days after its presentation at Step 1.

## Step 2

If the grievance remains unsettled after the hearing at Step 1, it may, within **seven (7)** calendar days after the hearing at Step 1, be referred in writing at Step 2, in sufficient detail to define the issue, to the appropriate management representative or their designate. **Following the submission of a grievance at Step 2, the management representative (and/or such other persons, up to two (2) in number, as the manager may designate) shall meet with the employee, the employee's Steward and a full-time representative of the Union (and/or such other persons, up to two (2) in number, as the Union may designate) to discuss the matter. The Company's decision will be given in writing, with sufficient explanations, to the employee and the Union within fourteen (14) calendar days after such meeting.**

### 7.04 COLLECTIVE GRIEVANCE:

Should a group of two (2) or more employees or the Union who have a grievance based upon the same provision or provisions of the Agreement desire to have such matter dealt with collectively rather than as individual grievances, they may, provided it is done within fourteen (14) calendar days of the event giving rise to the grievance, and not otherwise, present such matter in writing to the appropriate management representative **at Step 2 of the grievance procedure**, setting out sufficient detail to define the issue. Within **fourteen (14) days** an opportunity for oral discussion between the officials of the Union (not exceeding three [3] in number) and representatives of management (not exceeding three [3] in number) will be given and failing agreement, the Company shall deliver to the Union a reply in writing within fourteen (14) calendar days after receipt of the written submission.

### 7.05 COMPANY/UNION GRIEVANCE:

Should any grievance arise directly between the Company and the Union it should be dealt with as follows: it may, provided it is done within **fourteen (14)** calendar days of the event giving rise to the grievance and not otherwise, be presented in writing by either of such parties to the other **at Step 2 of the grievance procedure**, setting out sufficient detail to define the issue. Within **fourteen (14) days** an opportunity for oral discussion between the officials of the Union (not exceeding three [3] in number) and representatives of management (not exceeding three [3] in number) will be given and, failing agreement, the party to whom such matter was submitted shall deliver to the other party a reply in writing to such submission within fourteen (14) calendar days after the receipt of such submission.

### 7.06 WARNING, SUSPENSION OR DISCHARGE:

(a) It is recognized and mutually agreed that management may, from time to time, have occasion to interview employees with respect to their job performance and that the objective of such interviews is corrective in nature, rather than punitive. Such interviews will normally be conducted on a "one-on-one" basis and will not be considered formal discipline for the purposes of this Agreement. If a written record of the interview is kept by management, the employee will be given the opportunity to record their comments regarding the subject matter of the interview which comments, if any, will be filed with the management record.

- (b) When an employee is warned, suspended or discharged, the steward or, if not available, the alternate steward from the employees department shall be present. If such Stewards are not readily available, then any available Steward must be present when such discipline occurs. The Company will call the steward in prior to the meeting with the employee to advise that the nature of the meeting will be disciplinary. Such disciplinary meeting with the employee, Company and Union Steward will take place within fourteen (14) calendar days of the Company's first knowledge of the offence and shall be scheduled to incorporate the Departmental Steward except where the time limit above would be violated due to their absence during that period, and/or the matter is of such a serious nature that it must be dealt with immediately. Such meeting, suspension or discharge shall be confirmed in writing to the employee and shall include the reasons for the warning, suspension, or discharge. A copy of the letter will be put in the Union's mail slot.
- (c) Any grievance relating to the suspension or discharge of any employee shall be submitted directly at **Step 2** of the Individual Grievance Procedure within seven (7) calendar days of such suspension or discharge and not otherwise. In the event that it should be decided that the suspension or discharge of any employee is without just cause, the Company shall reinstate such employee and pay full compensation at the employee's regular hourly rate for time lost (to a maximum of forty [40] hours per week if an inside or outside employee or thirty-seven and one half [37-1/2] hours per week if an office employee) after written complaint against such suspension or discharge has been received by the Company. Upon such reinstatement, there shall be deemed to have been no break in such employee's service with the Company.
- (d) After a period of eighteen (18) months free of any warning or suspension, all previous warnings or disciplinary actions will be removed from the employee's file and will not be used in any progressive discipline or any arbitration. Notwithstanding the above, after two (2) years from the date of any particular warning, suspension or other disciplinary action, that discipline will be removed from the employee's file and will not be used in any progressive discipline or in any arbitration.
- (e) An employee shall have the right once per calendar year to view their personnel file in the presence of an authorized Company representative.
- (f) The employer shall give a record of employment certificate to any employee who separates from employment or is terminated. If an employee is discharged, the employee shall be paid in full for all monies owing to the employee by the employer within one week of their discharge.

#### **7.07 GENERAL:**

Should any employee, employees, the Union or the Company take advantage of the procedure provided herein for the hearing of grievances, each step in such procedure (up to and including the request for appointment of an arbitrator) required to effect a final disposition of the matter shall be taken by such employee, employees, the Union or the Company, as the case may be, within the time limits set forth in this Agreement or the

matter shall be deemed to have been abandoned. In determining such time limits, no account shall be taken of the day on which the grievance was presented and any time limit fixed by this Agreement may be extended by agreement of the Company and the Union.

## **7.08 ARBITRATION NOTICE:**

Should any grievance (as defined in clause 7.02 hereof) arise which is not satisfactorily determined under the foregoing provisions, and should either the Union or the Company desire to carry the matter further, the matter shall then, by notice in writing given to the other party within **fourteen (14)** calendar days from the giving of the latest decision referred to above, be referred either by the Company or the Union to arbitration as provided for in **Article 7.09**.

## **7.09 ARBITRATION RULES**

**Any matter referred to arbitration as provided for in Article 7 hereof shall be heard by a single arbitrator who shall be chosen having regard to their impartiality, their qualifications in the interpretation of agreements and their familiarity with industrial matters.**

**An earnest effort will be made by both the Company and the Union to reach mutual agreement on the person to be requested to serve as arbitrator but if such agreement cannot be reached within fourteen (14) calendar days of the date of notice of arbitration, then either party may make written application to the Alberta Minister of Labour for the selection of an arbitrator under the provisions of the Alberta Labour Relations Act.**

**The Company and the Union shall each be responsible for one-half (1/2) of the expenses of and fees payable to the arbitrator.**

**The rules of arbitration set out below shall govern the conduct of any arbitration proceedings hereunder.**

### **RULES OF ARBITRATION:**

**1. Arbitration shall be held at the City of Edmonton, in the Province of Alberta.**

**2. In any arbitration:**

**(i) In the case of an Individual Grievance, the written representations of the Union made at Step 2 and the written decision therein of the Company representative shall be presented to the arbitrator and the award of the arbitrator shall be confined to determining the issue therein set out.**

**(ii) In the case of a Collective Grievance or a Company/Union Grievance, the submission in writing by one party and the written reply of the other party shall be presented to the arbitrator and the award of the arbitrator shall be confined to determining the issue therein set out.**

**3. The findings of the arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be conclusive and binding upon the Company, the Union and the**

employees.

4. **The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement.**
5. **Each party to arbitration shall be entitled, through counsel or otherwise, to present evidence, to cross-examine the witnesses of the other party and to present oral arguments. Briefs of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other.**
6. **Witness fees and allowances shall be paid by the party calling the witness.**
7. **No costs of any arbitration shall be awarded to or against either party.**

#### ARTICLE 8 – SENIORITY

- 8.01 (a) Seniority of an employee shall mean the length of the employee's unbroken service with the Company in the Bargaining Unit covered by this Agreement, except as provided in clauses 8.01 (b) and (c) below.
- (b) It is agreed that clause 8.01 (a) above shall not be applied to alter any seniority date which has been established prior to the effective date of this Agreement.
- (c) An employee who accepts a job (whether permanent or temporary) with the Company outside the Bargaining Unit may, within three (3) months of receiving such job, revert to their former position and in so doing may displace the employee who succeeded the employee in that position. After such an employee has been out of the Bargaining Unit for a period in excess of three (3) months, the employee may only return to the Bargaining Unit to accept a position which remains vacant after completion of the job posting procedure set out in this Article 8. This opportunity for any given employee to return to the Bargaining Unit from an excluded position shall be limited to one occasion only. **Notwithstanding the foregoing, the Company may use bargaining unit employees to fill in for the same classification at a location outside of the Edmonton Branch. Employees shall be asked in seniority order to fill in for such positions however no employee may be forced to do so. The use of Edmonton employees cannot negatively impact on the vacation allotment or the full time FTE Letter of Agreement.**
- (d) Notwithstanding the above one-time only provision, an employee that is the successful candidate for a temporary job posting in sales may only perform such work to a maximum of **three hundred and sixty-five (365) consecutive calendar days**. The Company shall continue to deduct and remit **Union** dues on the employee's behalf.
- 8.02 An employee's service with the Company shall be broken if that employee:
- (a) quits.

- (b) is laid off for a period of eighteen (18) months or a period equal to one-half (1/2) of the employee's Company seniority to a maximum of three (3) years, whichever time period is greater.
- (c) is discharged, and such discharge is not reversed by grievance procedure,
- (d) fails to return to work on the expiration of any period of leave granted by the Company, unless the employee contacts the Company, if possible, prior to the intended date of return and provides a reasonable explanation for the need of an extension to the period of leave.
- (e) is absent from work for three (3) or more consecutive working days without having notified the Company and received permission to be absent, unless the employee can provide a reasonable explanation or,
- (f) retires.

8.03 For the purposes of this Article 8, inside employees, outside employees and office employees shall be considered as separate seniority groups.

8.04 Separate seniority lists shall be maintained by the Company for each of the seniority groups referred to in clause 8.03 above. Each such list shall show the name of each employee in the group and the date from which the employee's seniority is calculated according to Company records. If two (2) or more employees are hired on the same day, the times of hiring will determine their seniority ranking.

These lists will be brought up to date every three (3) months and, at each revision, will be posted on the Union bulletin board for a period of seven (7) calendar days. During that interval, any employee whose name appears on the list for the first time, or whose seniority date has changed from the most recently posted seniority list, may question their seniority ranking if the employee is in disagreement with it. If no written complaint is received by the Company within seven (7) calendar days of the posting of a seniority list, the revisions contained in that list shall be deemed to be correct by all concerned.

Any other inaccuracies of the seniority list shall only be changed by mutual agreement between the Local Union President and the Labour Relations Manager.

8.05 In making promotions, demotions, lay-offs, and recalls from lay-offs within a seniority group, seniority shall govern, provided the employee can satisfactorily fulfil the normal requirements of the job. For the purposes of this Article 8 a "promotion" in any seniority group shall mean only the moving of an employee from a job in that group included in one of the wage brackets referred to in Article 16 hereof to a job in that group included in another such wage bracket designated by a higher number and shall not include the moving of an employee from one job to another, both jobs being included in the same wage bracket nor shall a "promotion" include the moving of an employee to a job in which he would cease to be an "employee" as defined in this Agreement.

8.06 **JOB POSTING:**

- (a) When a regular full-time job becomes vacant the Company shall post a notice of the job opening, setting out the wage bracket, on the Union bulletin board for a period of seven (7) calendar days. Any employee who is in a different wage bracket or job classification

as referred to in Article 16 hereof, may make written application for the vacant job and all such applications will receive consideration in accordance with the provisions of clause 8.05 hereof.

- (b) The Company will select the successful applicant within seven (7) calendar days of the close of the posting period and will advise the employees concerned of its decision by posting that information on the Union bulletin board.
- (c) If an employee was absent at the time of posting of a job for which the employee was qualified and
  - (i) if such absence was due to vacation, the employee may apply for consideration for that job within seven (7) calendar days of the expiry of the vacation period
  - OR –
  - (ii) if such absence was for other reasons approved by the Company, the employee may apply for consideration for that job within seven (7) calendar days of the expiry date of the job posting.

In either event, if such employee is accepted by the Company, the employee shall then displace any employee previously selected to fill such vacancy.

- (d) Notwithstanding anything in this Article contained, it is agreed that if the Company has no employee who has the ability, skill and physical fitness to fill an existing vacancy, the Company may hire a new employee to fill such vacancy instead of promoting an existing employee. The Company may fill any vacancy temporarily, pending completion of the job posting procedure set out herein.
- (e) When an employee has received a change of job under the provisions of this clause 8.06, or transfers between seniority lists, the employee shall not be entitled to apply for a posted vacancy during the following six (6) months, unless such job vacancy is in a wage bracket higher than the employee's own.
- (f) While the intent of this clause is to provide employees with a means of expressing personal preference in the assignment of their regular duties, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job.
- (g) On completion of the posting procedure, the successful applicant will start their new position within seven (7) calendar days of the written award.**

#### 8.07 DEMOTIONS:

- (a) If, as the direct result of a reduction in the work force, one or more demotions should become necessary, it is agreed that the provisions of clause 8.05 hereof shall be observed. It is understood, however, that this clause 8.07 shall not apply in the case of an employee who is demoted as a result of the employee's misconduct or the employee's inability to satisfactorily perform the work required; it being further understood, however, that if within thirty (30) days of actual work of receiving a



promotion an employee requests to be relieved of their new responsibilities or is demoted due to the employee's inability to satisfactorily perform such new duties, the employee shall be permitted to revert to their former position and in so doing may displace the employee who succeeded them in that position.

(b) In the event an employee is demoted due to change in the Company operations, said employee shall receive their previous rate until the lower rate reaches the eliminated position's rate of pay.

8.08 (a) Where an employee becomes physically incapable of carrying on their job and there is a job vacancy in the employee's or any other seniority group which can be performed satisfactorily by that employee, the Company shall permanently transfer such employee to such job and such employee shall carry their seniority with them.

(b) If, after recovery from an at-work accident or illness accepted by the Workers' Compensation Board, an employee is unable to perform their former duties, and if there is at that time, a regular job in their seniority group (or in the case of employees in the inside or outside seniority groups, the other seniority group) that is either vacant or held by an employee having less seniority, such employee shall, if they are capable of satisfactorily performing the required duties, be transferred to such position.

8.09 LAY-OFFS:

Whenever lay-offs in a department are necessary, they shall be accomplished as follows:

(a) The shall first lay-off temporary employees and then probationary employees, if any, in the department and then, if necessary, temporary and probationary employees in any other department in the same seniority group. If further reduction of staff is required, the Company shall then lay-off regular employees in the department in accordance with the provisions of clause 8.05 hereof, it being understood that, in this instance, seniority is reversed (i.e. the most junior person will be the first laid off).

(b) An employee having seniority standing in a seniority group who is laid off shall have the option of displacing the most junior employee in any other department in the same seniority group, provided that such employee is capable of satisfactorily performing the work so made available to them. If there is no one in the employee's own seniority group whom they can displace, an office employee, inside employee or outside employee only may then displace a temporary or probationary employee in the other seniority group (i.e. – office, inside or outside, as applicable). If there is no temporary or probationary employee in the other seniority group the employee can displace, the employee shall then have the option of displacing a junior employee in any seniority group provided that they can satisfy the provisions of Article 8.05.

(c) Employees transferred under the provisions of clause 8.09 (a) and (b) above will receive the rate of pay of the job to which the employee is assigned.

(d) For the purposes of this clause 8.09, the following department groupings shall be considered to be different "departments":

INSIDE EMPLOYEES

Building Maintenance  
Materials Handling  
Shippers & Receivers  
Automotive Mechanics

**Janitors**

**Inventory Assistants**

OUTSIDE EMPLOYEES

Delivery – Helper  
Delivery Driver  
Sales Equipment Service  
Merchandisers

OFFICE EMPLOYEES

Receptionist  
Cashier

- 8.10 The Company shall maintain a list of individuals (other than probationary or temporary employees) laid off by it from each seniority group who hold seniority standing and such list shall show the seniority of such individuals. When workers are required for a seniority group, the Company shall examine the lay-off list for that seniority group, to determine which such individuals are able to satisfactorily perform the jobs available. From among such qualified individuals and to the extent of the number of jobs available, the Company shall select those having the greatest seniority. A notice shall be sent to each such selected individual by double registered mail or by courier delivery service addressed to the last address which the employee shall have recorded with the Company. Such notice shall indicate the job for which the individual is considered qualified and the proposed time and place of hiring. An individual desiring to be rehired for such job shall promptly notify the Company of the date on which the employee shall report for work, which date may be either the date stated in the recall notice or a later alternative date which is not more than fourteen (14) calendar days from the date of mailing of the recall notice by the Company.
- 8.11 The individuals to whom such notices are sent and who report ready for work at the time and place of hiring as set out in such notices, shall, if they are then able to satisfactorily perform the jobs available, be rehired. The Company shall not be required, however, to rehire at any time any individual who shall have failed to so notify the Company of their desire to be rehired or who shall have failed to report for rehiring in accordance with and at the time stated in any such notice so sent to the employee. The Company shall be entitled to fill any jobs available on a temporary basis pending rehiring of those having preferential rights for rehiring as hereinbefore set out. On such rehiring there shall be deemed to have been no break in such employee's continuous service.
- 8.12 Bonafide illness, or disability resulting from an accident, shall not normally be considered cause for discharge. However, if an employee has been continuously absent from work due to disability for a period of thirty (30) months or more, the Company may then consider that such employee's services are terminated and the employee's name shall be removed from the seniority list on the grounds that the employee is no longer an active employee. In making such a determination the Company will give full consideration to the latest medical evidence available. If such evidence indicates there is a reasonable expectation that the employee will be able to return to work at a future date, then their name shall not be removed from the seniority list prior to such date.

ARTICLE 9 – HOURS OF WORK, OVERTIME

9.01 For the purposes of this Agreement, the work week shall commence at midnight Saturday-Sunday and all work performed in a shift or other similar work period (including any

extension thereof) shall be deemed to have been performed in the same day in which that shift or other similar work period commenced.

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

**All time worked by employees must be accurately recorded. Employees shall be paid in accordance with their time cards. No changes shall be made to an employee's time card without his/her knowledge. The working day shall commence when the employee registers on the time clock ready for duty at the time designated by the Company as the starting time and shall finish when the employee again registers on the time clock after completion of all duties required for him/her by the Company. Employees will be ready and available for work at their scheduled start time.**

- 9.03 (a) For the purposes of this Agreement, **and consistent with current practice**, the normal work periods of employees **working eight (8) hour shifts** (other than those employees from time to time during the currency of this Agreement regularly scheduled to work on Saturday and/or Sunday) shall consist of five (5) consecutive days. **Further details regarding ten (10) and twelve (12) hour shifts are annexed to this Collective Agreement in Appendix "A" and "B"**. The Company does not guarantee, however, to provide work for any employee nor to maintain the work week or working hours presently in force.

(b) The Company shall post by noon Friday the work schedule for the following week. It shall include the time at which each shift begins, **ends and be scheduled in order of seniority**.

(c) The Company will give twenty-four (24) hours notice of a schedule change either by posting it, or communicating verbally by a management employee. An employee shall be provided with ten (10) hours of rest between shifts.

- 9.04 (a) Every employee (other than an office employee), having performed eight (8) hours of work at the employee's hourly rate in any day shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate for all work performed by the employee and required by the Company for the first four (4) hours beyond the said eight (8) hours in that day and shall be paid at the rate of two (2) times the employee's hourly rate for all work performed by the employee in excess of twelve (12) hours in that day.

(b) Every office employee having performed seven and one-half (7 1/2) hours of work at the employee's regular rate in any day shall be paid at the rate of one and one-half (1&1/2) times the hourly equivalent of their regular weekly salary rate for all work performed by the employee and required by the Company in the first four (4) hours beyond the said seven and one-half (7 1/2) hours in that day and shall be paid at the rate of two (2) times the hourly equivalent of their regular weekly salary rate for all work performed by the employee in excess of eleven and one-half (11 1/2) hours in that day.

- 9.05 Every employee, other than those regularly scheduled to work on Saturday and/or Sunday, shall be paid at the rate of one and one-half (1-1/2) times their hourly rate for all work

performed by the employee and required by the Company on a Saturday and at the rate of two (2) times their hourly rate for all work performed by the employee and required by the Company on a Sunday.

9.06 Every employee who is regularly scheduled to work on a Saturday and/or Sunday shall, while so scheduled, be paid a premium as shown below for work performed by the employee and required by the Company, unless the employee is entitled under the other provisions of this Article to be paid at the rate of one and one-half (1 1/2) or two (2) times their hourly rate, as the case may be, for work so performed by them and required by the Company:

For Saturday	–	\$1.90 per hour
For Sunday	–	\$2.30 per hour

For the purposes of this Agreement, such premiums shall not be considered as forming part of an employee's hourly rate.

9.07 Every employee who is regularly scheduled to work on a Saturday and/or Sunday shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for all work performed by the employee and required by the Company on the first of the employee's two (2) weekly scheduled days off and at the rate of two (2) times the employee's hourly rate for all work performed by the employee and required by the Company on the second of the employee's two (2) weekly scheduled days off.

9.08 Every employee shall be paid at the rate of two (2) times their hourly rate for all work performed by the employee and required by the Company on a day which is observed as a paid holiday under the provisions of Article 11 hereof.

9.09 Where an employee has left the Company's Plant on completion of the employee's day's work and is then called by the Company and requested to return to work at a time before the commencement of the employee's next scheduled day's work, such request shall constitute a "call-out". An employee reporting for work on a "call-out" shall be entitled to be paid for work performed by the employee outside the employee's scheduled working hours at the rate of one and one-half (1 1/2) times the employee's hourly rate or four (4) hours' work at the employee's hourly rate, whichever is greater.

9.10 An employee who is required by the Company to be "on call" shall receive \$7.00 for each hour the employee is scheduled to be "on call". In addition, the employee shall also be paid at one-and one-half (1 1/2) times their regular rate for all time actually worked by the employee during the period he is "on call", provided, however, that the minimum payment for time worked shall be an amount equal to four (4) times the employee's regular hourly rate.

9.11 An employee who reports for work at the employee's scheduled time, not having been previously notified to the contrary, shall be entitled to a minimum of four (4) hours' pay at the rate of pay to which the employee would have been entitled for the work the employee had been scheduled to perform on that day, but it is agreed that the employee shall perform any suitable work for this four (4) hour period, if so required. However, it shall remain the

responsibility of an employee who has been absent from work to check with the Company to determine if work is available before returning and failure to do so shall result in the employee being considered as unavailable for work on that shift. If an employee is absent from work with approval on a Friday, it will be presumed that the employee will be available for work on the following Monday, unless the employee advises the Company to the contrary. Therefore, should such an employee be unable to report by Monday, the employee must notify the Company to that effect prior to their scheduled starting time.

- 9.12 The Company will endeavour, in so far as the requirements and efficiency of operations will permit, to equalize, over such period of time as may be necessary to do so, the opportunities for overtime work among those regular employees who normally perform the work on which such overtime is required.

The Union and the employees agree to co-operate fully with the Company in circumstances where overtime work may be necessary provided that such overtime shall not exceed a compulsory maximum of six (6) hours of overtime per employee per week. However, overtime work shall not be compulsory, when an employee not desiring overtime work can be conveniently replaced with another employee of equal ability. In addition, on one day per month an employee may refuse to work overtime assigned if the employee has given 48 hours notice of their unavailability to stay beyond the employee's scheduled shift. For the purpose of determining overtime assignments, the following groupings shall be considered to be different "work":

<u>INSIDE EMPLOYEES</u>	<u>OUTSIDE EMPLOYEES</u>	<u>OFFICE EMPLOYEES</u>
Building Maintenance	Delivery-Helper	Receptionist
Materials Handling	Delivery Driver	Cashier
Shippers & Receivers	Sales Equipment Service	
Automotive Mechanics	Merchandisers	
<b>Janitors</b>	FSV Drivers	
<b>Inventory Assistants</b>		

Except in cases of emergency, if off-day overtime is compulsory, the Company shall give twenty-four (24) hours notice for such overtime. All overtime worked in contravention of the above sentence shall be compensated at double time.

- 9.13 Every employee will be allowed one (1) paid rest period of fifteen (15) minutes during each one-half (1/2) shift. Rest periods will be arranged as near the mid-point of each shift as possible.

A thirty (30) minute unpaid lunch shall be observed by employees at their discretion (but in consideration of customer service levels) between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour of work, unless otherwise mutually agreed to by the Company and the employee.

- 9.14 Where it is anticipated that any employee will perform additional work required by the Company for a period of one-half (1/2) hour or more immediately following the employee's normal work period of eight (8) hours (or seven and one-half (7 1/2) hours in the case of office employees) in any day, the employee shall be granted a rest period of fifteen (15) minutes, with pay, before commencing such additional work.

- 9.15 Where any period of additional work referred to in clause 9.14 hereof will continue for more than two (2) consecutive hours, the employee shall, after having worked for two (2) hours, be given a break of one-half (1/2) hour, without pay, to enable the employee to have a meal. If the employee shall not have had at least twenty-four (24) hours' notice that such additional work would be required, the Company shall provide the meal, up to a value of \$8.50 without charge to the employee. If such additional work continues for more than two (2) consecutive hours following resumption of work after the meal break, the employee shall be granted an additional rest period of fifteen (15) minutes, with pay.
- 9.16 In the event an employee agrees to use their own vehicle to deliver Company product, or for other Company business, the employee shall assume all liabilities for that vehicle. As compensation for the use of that vehicle and all costs associated with its usage, the Company will reimburse the employee in accordance with the Company's National policy. An employee shall be paid for such time worked in accordance with the provisions of the Collective Agreement.
- 9.17 Service Technicians in the Sales Equipment Service Department shall be scheduled for weekend work on a rotation basis. A committee consisting of the Company and the Union will be formed to arrive at a schedule to implement the foregoing.

The Company confirms that hours of work for Service Technicians in the Sales Equipment Service Department shall be 10:00 a.m. to 8:30 p.m.

- 9.18 Any employee who is required to stay out of town on overnights, upon authorization of the appropriate Manager, shall be entitled to be reimbursed for three (3) meals on presentation of receipts and a completed expense report form to a maximum of sixty (\$60.00) dollars for the three (3) meals related to each overnight. Such reimbursement will be processed through the payroll system.

#### ARTICLE 10 – SHIFT PREMIUM

- 10.01 Every employee shall be paid a night shift premium of \$1.10 per hour for all "night hours" worked. "Night hours" shall be defined as all hours worked after 4:00 pm in a day and before 6:00 am in the following day. For purposes of this Agreement, such night shift premium shall not be considered as forming part of the employee's hourly rate.

#### ARTICLE 11 – HOLIDAY PAY

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

NEW YEAR'S EVE*	LABOUR DAY
NEW YEAR'S DAY	THANKSGIVING DAY
ALBERTA FAMILY DAY	REMEMBRANCE DAY
GOOD FRIDAY DAY	DAY BEFORE CHRISTMAS*
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BOXING DAY

## HERITAGE DAY

- \* Effective in 2007, to meet customer service requirements fifty percent (50%) of the employees in each department may elect to observe either the "Day Before Christmas" or "New Year's Eve" as a designated holiday, with the other day to be worked as a regular day. Employees will select the day to be observed as the holiday in seniority order. Employees will also receive a floater day to be observed as per paragraph (b).
- (b) Floater days may be taken at anytime of the year provided that they are requested in writing ten (10) days in advance of the day, and the employee can be replaced with regularly scheduled employees if minimum business requirements necessitate the need to have the work of that classification continued. Where a Holiday is to be declared by the Government of Canada and is deemed to be a Holiday for the purposes of the Alberta Employment Standards Act, then such day will be recognized by the Company.
- (c) Temporary employees are not eligible to receive floater days.
- (d) Work performed on the "Day Before Christmas" and "New Year's Eve" shall not extend beyond 4:00pm. **On a voluntary basis only, Sales Equipment Service Persons shall be permitted to work beyond 4:00pm, but not later than 10:00pm on an on-call basis on New Year's Eve and on Christmas Eve. All on-call hours shall be paid at two times (2x) the employee's hourly rate of pay.**

11.02 Should any of the holidays mentioned above fall on a Saturday or on a Sunday, the **Monday after** will normally be designated as the holiday. If, however, any question should arise as to the day in the year to be designated as any one of the holidays mentioned above, the Company shall decide the question for purposes of this Agreement and shall give employees two (2) months advance notice as to the day in that year to be so designated. If an employee should be scheduled to have one of their regular days off on a day designated as a day to be observed as a holiday, that employee shall be allowed another day off with pay in lieu of the holiday with pay within two (2) weeks and, for purposes of this Agreement, such lieu day will be considered as the employee's "holiday".

	2009	2010	2011	2012
New Year's Day	Thursday, January 1	Friday, January 1	Monday, January 3	Monday, January 2
Family Day	Monday, February 16	Monday, February 15	Monday, February 21	Monday, February 20
Good Friday	Friday, April 10	Friday, April 2	Friday, April 22	Friday, April 6
Victoria Day	Monday, May 18	Monday, May 24	Monday, May 23	Monday, May 21
Canada Day	Wednesday, July 1	Thursday, July 1	Friday, July 1	Monday, July 2
Heritage Day	Monday, August 3	Monday, August 2	Monday, August 1	Monday, August 6
Labour Day	Monday, September 7	Monday, September 6	Monday, September 5	Monday, September 3
Thanksgiving	Monday, October 12	Monday, October 11	Monday, October 10	Monday, October 8
Remembrance Day	Wednesday, November 11	Thursday, November 11	Friday, November 11	Monday, November 12
<b>Christmas Eve Day</b>	<b>Thursday, December 24</b>	<b>Friday, December 24</b>	<b>Friday, December 23</b>	<b>Monday, December 24</b>
Christmas Day	Friday, December 25	Monday, December 27	Monday, December 26	Tuesday, December 25
Boxing Day	Monday, December 28	Tuesday, December 28	Tuesday, December 27	Wednesday, December 26
<b>New Year's Eve Day</b>	<b>Thursday, December 31</b>	<b>Friday, December 31</b>	<b>Friday, December 30</b>	<b>Monday, December 31</b>

11.03 Each employee who has completed the probationary period shall receive holiday pay for

each such holiday, provided that the employee is at work on their last regular workday before the holiday and their first regular workday after the holiday. An employee's holiday pay for each such holiday shall be:

(i) for an office employee, other than a temporary office employee, an amount equal to one-fifth (1/5) of the employee's regular weekly salary rate, or, for a temporary office employee, an amount equal to their regular hourly rate, multiplied by their normal hours of work in a day.

(ii) for an inside or outside employee, an amount equal to their regular hourly rate, multiplied by eight (8), or by their normal hours of work in a day, if the employee is a Temporary employee.

If, in the week in which the holiday falls, an employee works in two (2) different wage classifications, the employee will be paid for the holiday at the wage rate in effect for the classification in which the employee works on the day following the holiday.

11.04 The Company will grant holiday pay to any employee who is disqualified from receiving such pay if in the opinion of the Company the granting of the same is justified in the particular case having regard to all the circumstances.

**ARTICLE 12 -- VACATION**

12.01 **The vacation year shall be the calendar year. Every employee will qualify for a vacation with pay in January annually based on the entitlement earned between the anniversary date in the previous calendar year and the anniversary date in the current year.**

12.02 **The length of vacation to which each employee will be entitled will be governed by the total length of their continuous service with the Company according to the following schedule:**

<b><u>Length of Service</u></b>	<b><u>Length of Vacation</u></b>	<b><u>% of Earnings Payable</u></b>
<b>1 but less than 3 yrs.</b>	<b>80 hours</b>	<b>4%</b>
<b>3 but less than 10 yrs.</b>	<b>120 hours</b>	<b>6%</b>
<b>10 but less than 20 yrs.</b>	<b>160 hours</b>	<b>8%</b>
<b>20 but less than 30 yrs.</b>	<b>200 hours</b>	<b>10%</b>
<b>After 30 years' service</b>	<b>240 hours</b>	<b>12%</b>

12.03 **Annually, prior to March 1st, each employee will be paid a vacation pay adjustment which will be equal to their percentage of total earnings for the previous calendar year less any vacation pay that has been paid.**

**12.04 Long Service Leave:**

In recognition of and in appreciation for long association with the Company, each employee



who during the life of this Agreement completes their 25th, 30th, 35th, 40th, or 45th year of continuous employment with the Company shall on completion of each such five year period of employment qualify for a special long service leave. Each such leave will be of two (2) weeks duration and the employee will be paid for each week for such absence an amount equal to their regular weekly wage rate.

Current Employees who, as of November 1<sup>st</sup>, 2003, have already received a bonus vacation related to twenty-five (25) years of service with the Company shall continue to receive the bonus vacation awarded at five (5) year increments thereafter. Employees who have not received any benefit under this provision on or prior to November 1<sup>st</sup>, 2003 shall not be eligible for such benefit in the future.

- 12.05 For the purposes of this Article 12, a week shall mean a period of seven (7) consecutive days, including Saturdays, Sundays, and holidays falling within the period of vacation.
- 12.06 Should one or more holidays named in clause 11.01 hereof fall within the period of an employee's vacation the employee may request an additional day off, with pay, in lieu of each such holiday. The Company will arrange for the days off at a time suitable to the employee provided the scheduling of such day does not exceed the number of employees allowed off in the department for vacation at that time. The employee shall give at least 30 days notice of the desired lieu day. If an employee does not so elect time off in lieu of the holiday, then the employee's pay for the week of vacation containing such holiday(s) shall be increased by 20% for each such holiday or by 10% if they are a temporary employee.
- 12.07 **Employees will be paid their vacation pay via regular payroll, unless, upon written request with twenty-one (21) days notice an employee will be paid their vacation on the regular payroll date prior to commencing their vacation.**
- 12.08 In scheduling the vacations of employees, preference in the choice of vacation dates will be given to employees based on their seniority and the following:
- (a) In the Office seniority group, up to one (1) employee may be absent.
  - (b) In the Inside seniority group:
    - (i) Materials Handling – a minimum of **six percent (6%)** and up to a maximum of **ten percent (10%)** of employees may be scheduled off at one time. Not more than two (2) of these shall be employees assigned to the Shipper/Receiver Operation
    - (ii) **Automotive – up to one (1) employee may be scheduled off at one time.**
    - (iii) **Building Maintenance – up to one (1) employee may be scheduled off at one time.**
  - (c) In the Outside seniority group:
    - (i) Delivery Driver and Delivery Helper – a minimum of **seven percent (7%)** and up to a maximum of **ten percent (10%)** of employees may be scheduled off at one time.
    - (ii) Cooler Service Department – up to three (3) employees at one time, not

more than two (2) of whom shall be qualified Sales Equipment Servicepersons, nor two (2) of whom shall be a Sales Equipment Deliveryperson.

(iii) **Merchandisers – up to two (2) employees may be scheduled off at one time.**

(d) Notwithstanding the above, the Cooler Service Department may block two (2) weeks of vacation during the year.

The above numbers are guidelines only, which we will apply in most circumstances. However, there may be situations in which these numbers will have to be adjusted downwards in order to satisfy the requirements and efficiencies of operation. Similarly, there may be situations in which some increases can reasonably be accommodated and these guidelines will not be construed as preventing that from being done.

**The Company will supply vacation forms to each employee annually by January 15. All employees will submit their forms by January 31 with their vacation requests. The Company agrees to reply to vacation requests by February 15.**

Subject to the requirements of the Company (and to the availability of the vacation periods desired), it shall be the right of every employee to take their vacation entitlement in a continuous period:

(i) to a maximum of three (3) weeks during the period from April 15th to September 15th;

– OR –

(ii) to the employee's maximum entitlement if taken outside the April 15th to September 15th period.

Employees who schedule vacations during the period from June 1<sup>st</sup> to September 15<sup>th</sup> shall be required to take their vacations in periods of complete weeks only.

**12.09 Every employee whose employment with the Company is terminated during the life of this Agreement shall be entitled to a vacation pay allowance of all outstanding accrued or earned but unused vacation based on the length of the employee's continuous service with the Company and their total earnings during the period.**

Period of Continuous Employment:		% Applicable to the Period of
<u>From:</u>	<u>To:</u>	<u>Continuous employment on left:</u>
Date of commencement of continuous employment	2nd anniversary	4%
2nd anniversary	9th anniversary	6%
9th anniversary	19th anniversary	8%
19th anniversary	29th anniversary	10%
29th anniversary	and up	12%

## **ARTICLE 13-- WORK CLOTHING**

13.01 The Company will supply to each regular employee without cost as reasonably required by the employee during each year of this Agreement, the items of Standard Work Clothing to the total amounts specified in the following schedule below. Employees will make their requests for clothing on April 30th and September 15th. The Company shall remit such orders to the supplier(s) forthwith:

### Group No. 1

Delivery Drivers, Delivery Helpers, Sales Equipment Deliverypersons, Sales Equipment Servicepersons and Sales Equipment Service Trainees regularly working outside the plant:

#### Standard Sales Work Clothing consisting of the following:

- Three (3) trousers;
- A combination of five (5) shirts or sweatshirts;
- Four (4) T-shirts;
- One (1) "3-in-1" jacket every two (2) years;
- One (1) vest every year;
- At the employee's option, two (2) caps or toques.

### Group No. 2

All Regular Inside Employees:

#### Standard Plant Work Clothing consisting of the following:

- Three (3) trousers;
- A combination of five (5) shirts or sweatshirts;
- Four (4) T-shirts or in lieu of these, if so determined by the Company, one (1) vest;
- One (1) "3-in-1" jacket every two (2) years;
- At the employee's option two (2) caps or toques per year.

#### NOTE:

Should an employee in Group No. 1 and/or Group No. 2 so desire, the employee may:

- receive an extra pair of trousers in lieu of two (2) shirts, or vice-versa;
- receive a pair of shorts in lieu of one (1) pair of trousers;
- receive an extra shirt in lieu of two (2) T-shirts;
- Where the Company considers it to be appropriate, receive one or more pairs of coveralls in lieu of shirts and trousers, on the basis of one pair of trousers and two shirts being the equivalent of one pair of coveralls.

13.02 It is understood and agreed that an employee will receive only garments of the type specified for their particular Group (as described in clause 13.01 above) and that the quantities listed for each Group represent the maximum number of garments which will be issued free-of-charge to any one employee during any year of the life of this Agreement. Every employee to whom Work Clothing is provided under this Article 13 is expected to wear during the employee's working hours the Standard Work Clothing specified for their particular Group.

- 13.03 It is agreed that the Company will clean standard coveralls issued to employees listed in Group No. 2 in clause 13.01 above to the extent of one (1) such coverall per employee per week.
- 13.04 Following completion of the probationary period, new regular employees will be issued work clothing as soon as practical and such first issue will be a full year's entitlement, as set out above (in second and subsequent years of employment, the employee will receive the regular semi-annual issue).
- 13.05 (a) Employees shall purchase safety boots from suppliers authorized by the Company and the Company shall bear the cost of same, to a maximum of \$150.00 per employee, per year, for reimbursement on and after date of ratification May 16, 2006. Any cost in excess of such annual allowance shall be paid by the employee. The employee shall be entitled to apply the annual allowance to more than one pair of boots, if they so wish. All safety footwear must have steel-toe caps and puncture-resistant soles and any additional safety footwear purchased for at-work wear must meet the same specifications.
- (b) "Inside Employees" who are regularly assigned to duties working outside the plant building will be issued a parka or bomber-style jacket, to be replaced on an exchange basis when no longer serviceable, but not more frequently than once every four (4) years.
- (c) All employees who reasonably require same in the performance of their duties shall be issued a pair of safety gloves, to be replaced on an exchange basis whenever they are no longer serviceable.
- (d) The Company agrees that any tools which it requires to be provided by the employee for the performance of their duties shall, if worn out or broken and not covered by manufacturer's warranty, or if stolen (provided there is verifiable evidence of theft) be replaced by the Company with tools of similar quality.

#### **ARTICLE 14 –BEREAVEMENT PAY**

- 14.01 In the event of the death of the wife, husband, child, father, mother, brother, sister, mother-in-law, or father-in-law of a regular employee, that employee will be allowed (3) working days off without loss of pay. In the event of the death of a regular employee's grandmother, grandfather, grandparents-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, that employee will be allowed one (1) day off with pay. It is further agreed that these provisions shall be interpreted to include step relatives, common-law spouses and same sex partners. It is further agreed that the bereavement leave as referred to herein may be increased by up to two (2) days where an employee is required to travel to a funeral which occurs more than 350 kilometres away from the City of Edmonton. In the event during an employee's vacation a death occurs on any of the above, the vacation will be extended to include the appropriate bereavement period.

#### **ARTICLE 15 –PAID TIME OFF**

15.01 Jury Duty:

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

15.02 Sick Pay/Personal Leave:

- (a) Every regular employee who has completed one or more years of continuous employment with the Company shall be entitled, in each calendar year, to payment for up to six (6) days of absence due to bona-fide illness, or for personal reasons (in the event that an employee commences work but becomes ill during the course of the day and does not complete their scheduled shift, such part day of absence will, for the purposes of this clause 15.02, be counted as one-half (1/2) day of absence due to illness). Such payments shall be in an amount equal to **100%** of the employee's regular rate of pay as of the first day of the calendar year and any unused credits shall be paid to the employee within thirty (30) days of the end of that calendar year in an amount equal to 100% of employee's regular rate of pay as of the first day of the calendar year.
- (b) The sick pay/personal leave credit of a regular employee who has not completed a full year of continuous employment with the Company shall be computed on the basis of a one-half (½) day credit for each completed month of continuous employment.
- (c) No payment shall be made under this clause 15.02 for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan, Workers' Compensation, Employment Insurance, Government Pension Plan, etc.).
- (d) An employee who elects to take a day off for personal reasons shall be required to schedule such day off with the permission of their supervisor in accordance with the scheduling provisions in Article 12.08.

**ARTICLE 16 – WAGES**

16.01 **Inside Employees**: The Wage Brackets and the hourly wage rate applicable to each such Wage Bracket, as set out below, shall apply for inside employees, other than temporary employees, and shall be maintained during the life of this Agreement.

**WAGE BRACKETS**

Effective	Effective	Effective
<b>May 16, 2009</b>	<b>May 16, 2010</b>	<b>May 16, 2011</b>
<b>1.50%</b>	<b>1.50%</b>	<b>2.00%</b>

<u>Wage Bracket 2:</u> Materials Handling Persons	\$23.90/hr	\$24.26/hr	\$24.75/hr
<u>Wage Bracket 3:</u> Maintenance Helper Janitor	\$24.11/hr	\$24.47/hr	\$24.96/hr
<u>Wage Bracket 4:</u> Shippers and Receivers Inventory Assistant	\$24.81/hr	\$25.18/hr	\$25.68/hr
<u>Wage Bracket 5:</u> Automotive Maintenance Personnel	\$26.59/hr	\$26.99/hr	\$27.53/hr
<u>Wage Bracket 6:</u> Building Maintenance Personnel	\$27.34/hr	\$27.75/hr	\$28.31/hr
<u>Wage Bracket 7:</u> Licensed Journey person	\$30.22/hr	\$30.67/hr	\$31.28/hr

The Job Rate for a Lead Hand will be determined by adding a wage differential of one dollar and thirty cents (\$1.30) per hour to the Job Rate shown above for the highest classification of work normally performed by the employee regularly led by that Lead Hand.

#### 16.02 Outside Employees:

The Wage Brackets and the hourly wage rates applicable to each such Wage Bracket, as set out below, shall be established for outside employees, other than temporary employees, and shall be maintained during the life of this Agreement.

#### **WAGE BRACKETS**

	Effective	Effective	Effective
	May 16, 2009	May 16, 2010	May 16, 2011
	1.50%	1.50%	2.00%
<u>Wage Bracket 1:</u> Delivery Helper Sales Equipment Delivery Person	\$23.90/hr	\$24.26/hr	\$24.75/hr
<u>Wage Bracket 2:</u> Sales Equipment Service Trainee	\$24.11/hr	\$24.47/hr	\$24.96/hr
<u>Wage Bracket 3:</u> Full Service Driver Delivery Driver	\$25.38/hr	\$25.76/hr	\$26.27/hr

Wage Bracket 4:                                \$26.59/hr                                \$26.99/hr                                \$27.53/hr  
Sales Equipment Serviceperson

Wage Bracket 5:                                \$16.15/hr                                \$16.39/hr                                \$16.71/hr  
Merchandiser

\* Merchandiser to receive cents per hour (yr 1-\$.49, yr 2-\$.24, yr 3-\$.32)

16.03 It is understood and agreed that the Company, in hiring any new inside or outside employee other than an inside or outside temporary employee, may pay them:

(a) Until the commencement of the first week following the completion of the probationary period, at a rate \$4.70 per hour less than the Job Rate of the job to which the employee is assigned, and

(b) Thereafter and until the commencement of the first week following the completion of their subsequent three (3) months of continuous employment, at a rate \$2.35 per hour less than the Job Rate of the job to which the employee is assigned, and

(c) Thereafter at the Job Rate of the job to which the employee is assigned.

16.04 Where an inside, outside or office employee is temporarily transferred to a job which carries a higher rate of pay than the job from which the employee was transferred and provided that the employee remains in such higher rated job for a period of more than two (2) consecutive hours, they shall be paid at the higher rate for all time worked in such higher rated job.

16.05 Where an inside, outside, or office employee is temporarily transferred to a job which carries a lower rate of pay than the job from which the employee was transferred and while work is available for them in the job from which the employee was transferred, the employee shall continue to be paid at the higher rate. Where, however, there is no work available for the employee in the job from which the employee was transferred, the employee shall be paid at the rate of the job to which the employee was transferred.

Notwithstanding the foregoing, a Delivery Driver so transferred to perform merchandising work where no driving work is available, shall be paid at the rate of Wage Bracket One (1).

16.06 In all cases of permanent transfers between seniority groups, the transferred employee will be paid:

If transferred to the "inside", "outside" or "office" seniority group, at the rate of the job to which the employee is transferred.

16.07 It is understood and agreed that the rate for temporary inside and outside employees, other than office employees, shall be, as follows:

**-Effective May 16/2009                                \$15.89/hr**  
**-Effective May 16/2010                                \$16.13/hr**

**-Effective May 16/2011      \$16.46/hr**

The Rate of Pay for a Temporary Delivery Driver shall be as follows:

**-Effective May 16/2009      \$18.77/hr**  
**-Effective May 16/2010      \$19.05/hr**  
**-Effective May 16/2011      \$19.43/hr**

16.08 Office Employees - The Wage Brackets shall be as follows:

Wage Bracket "A" - Nil  
Wage Bracket "B" - Cashier  
Wage Bracket "C" – Receptionist  
Wage Bracket "D" – Office Clerk

The weekly wage rates payable to employees in such Wage Brackets during the life of this Agreement shall be, as follows

	May 16, 2009 1.50%	May 16, 2010 1.50%	May 16, 2011 2.00%
<b><u>Wage Bracket A:</u></b>			
Probationary Rate	\$14.48/hr	\$14.48/hr	\$14.48/hr
Subsequent 3-Month Rate	\$14.85/hr	\$14.85/hr	\$14.85/hr
Full Time Rate	\$15.89/hr	\$15.89/hr	\$15.89/hr
<b><u>Wage Bracket B:</u></b>			
Probationary Rate	\$16.21/hr	\$16.46/hr	\$16.79/hr
Subsequent 3-Month Rate	\$16.77/hr	\$17.02/hr	\$17.36/hr
Full Time Rate	\$17.88/hr	\$18.14/hr	\$18.51/hr
<b><u>Wage Bracket C:</u></b>			
Probationary Rate	\$16.80/hr	\$17.05/hr	\$17.39/hr
Subsequent 3-Month Rate	\$17.56/hr	\$17.82/hr	\$18.18/hr
Full Time Rate	\$18.85/hr	\$19.13/hr	\$19.51/hr
<b><u>Wage Bracket D:</u></b>			
Probationary Rate	\$19.05/hr	\$19.05/hr	\$19.05/hr
Subsequent 3-Month Rate	\$20.34/hr	\$20.34/hr	\$20.34/hr
Full Time Rate	\$22.09/hr	\$22.09/hr	\$22.09/hr

16.09 It is understood and agreed that the weekly salary rates referred to herein for office employees are payable for a normal workweek of thirty-seven and one-half (37½) hours. Should, therefore, an employee fail to perform thirty-seven and one-half (37½) hours of work in a work week, the employee's pay for that week will be reduced proportionately, except as otherwise provided in this Agreement.



- 16.10 It is understood and agreed that the Company in hiring any new office employee, other than a temporary employee, may pay that employee:
- (a) until the commencement of the first week following the completion of the employee's probationary period, at the Probationary Rate of the job to which the employee is regularly assigned, and
  - (b) thereafter and until the commencement of the first week following the completion of the subsequent three (3) months of continuous employment at the Subsequent 3 Month's Rate of the job to which the employee is regularly assigned, and
  - (c) thereafter at the Job Rate of the job to which the employee is regularly assigned.
- 16.11 It is understood and agreed that the hourly rate of pay for temporary office employees shall be the Probationary Rate of the job to which the employee is regularly assigned divided by 37½.
- 16.12 **The Company agrees to pay into a special fund, effective May 16th, 2009 one cents (\$0.01) per hour per employee for all compensated hours for the purpose of contributing to the CAW-Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and International non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Company to the following address:**

**CAW Social Justice Fund  
205 Placer Court  
North York, ON M2H 3H9**

- 16.13 An employee who transfers from temporary status to full-time status shall have the number of days actually worked as a temporary employee, within a six (6) consecutive month period, counted toward the completion of their probationary status and thereafter to determine their appropriate rate of pay in accordance with the following:
- (a) until the commencement of the first week following the completion of their probationary period, at a rate \$4.70 per hour less than Job Rate of the job to which the employee is assigned, and
  - (b) thereafter and until the commencement of the first week following the completion of their subsequent three (3) months of continuous employment, at a rate \$2.35 per hour less than the Job Rate to which the employee is assigned, and
  - (c) thereafter at the Job Rate of the job to which the employee is assigned.

## **ARTICLE 17 – OPERATIONAL CHANGE**

- 17.01 (a) If, during the life of this Agreement, the Company wishes to make an operational change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications or which would result in the lay-off of any regular employee, the Company agrees that, before introducing such operational change, it will meet with the Union to discuss the matter and to attempt to resolve the

problems created by such operational change, as well as to attempt to lessen the impact of such operational change on the employees affected.

- (b) If, as a result of an operational change in the Company's operations, an employee is assigned to a job having a lower rate of pay than the rate of pay that the employee formerly received, the employee shall continue to be paid at their former rate of pay until the job rate for the new classification equals the employee's former rate.
- (c) If a regular employee should be displaced from the employee's job by reason of an operational change in the Company's operations, and provided the employee has the necessary qualifications to perform the work available after a reasonable training period, the Company shall arrange, where feasible, for the employee to receive such training.
- (d) In the event that an employee is to be permanently laid off as a result of operational change, that employee will receive one week's notice of layoff for each full year of service completed. An employee given notice under this provision may:
  - (i) Elect to receive severance pay in lieu of such notice, in accordance with the severance arrangement contained herein, in which event the employee shall thereupon cease to be an "employee" under this Agreement and the employee's name shall be removed from the seniority list;

- OR -

- (ii) Elect to go on lay-off at the conclusion of the required period of notice and to retain their rights of recall as provided for by clause 8.02(b) hereof.

The notice, or pay in lieu thereof, as provided for herein shall be deemed to be inclusive of any period of notice or pay in lieu thereof, which may be held to be due to the employee under the Employment Standards Code of Alberta or any other applicable law or regulation thereunder.

17.02 Where, during the life of this Collective Agreement, changes in the Company's operations are required which cause the permanent layoff of full-time bargaining unit employees, the following severance arrangements shall apply:

- (a) Severance allowances shall be offered to those employees in the Department that is directly impacted by such business change(s) in order of Union seniority provided that such remaining employees are capable and qualified to perform the remaining work. These employees shall be provided with the option of a severance allowance, as herein provided, or will be permitted to exercise their seniority rights under the Collective Agreement to bump into another job.
- (b) Severance payments and other arrangements, pursuant to this provision, shall be deemed to include any amounts due and payable to employees under any applicable legislation, with respect to severance and notice requirements and other provisions of

the Collective Agreement.

- (c) Employees, described at paragraph (a) herein, shall, upon the announcement of such business change, make application in writing for severance. When payment has been made by the Company to the employee, the employee shall be deemed to have terminated their employment with Coca-Cola Bottling Company and thereby forfeit any future rights under the Collective Agreement.
- (d) Severance shall be in the amount of 2 weeks of pay times years of completed service, to a maximum of 72 weeks. This calculation shall be based on the employee's basic hourly rate of pay in effect at the time of the announcement of the business change.
- (e) An employee who elects severance will receive a lump sum payment in the amount of \$1500.00, at the same time the employee receives their regular severance pay, which amount shall be in consideration of residence relocation or re-education, as a result of job loss.
- (f) An employee who elects severance shall be entitled to extended benefit coverage for major medical and dental plans for the period corresponding with the weeks of notice entitlement under the Employment Standards Act. Life insurance shall be terminated thirty (30) days following the employee's date of termination of employment with the Company; however, during that period, the employee shall be permitted to convert their policy to a pay direct policy without the requirement of a medical examination.
- (g) The election of severance arrangements, as herein provided, shall be available for a four (4) week period only from the date of the announcement of the business change. Where no election for severance is made, the employee shall be required to exercise their seniority and bump within the bargaining unit for the purpose of attaining other employment.
- (h) When changes in the Company's operations are required such that these provisions become operable, the Company shall provide as much advance notice as possible to the Union and to the affected employees.
- (i) Employees shall, upon termination of employment be entitled to receive payout of any unused sick leave or vacation credits accrued to their date of termination of employment.

## **ARTICLE 18 – HEALTH AND SAFETY**

- 18.01 (a) The Company shall adhere and comply with the Alberta Occupational Health and Safety Act (OHSA), including all codes, statutes, schedules, and regulations. OHSA shall represent the minimum practiced standard in the workplace which the Company may improve upon in consideration of recommendations received from the Joint Health and Safety Committees.
- (b) The Company will make all reasonable provisions for the health and safety of the employees during working hours and will furnish adequate facilities and equipment for

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

- (c) There will be a "Joint Worksite Health and Safety Committee" which will be comprised of a total of eight (8) people with equal representation of the Union and the Company. There will be a representative for each department as elected or appointed by the Union. The Company and the Union will each select a co-chair who will alternate chairing the meeting. Minutes of the meeting will be kept and copies posted on the bulletin board. The monthly meeting shall be scheduled by mutual consent and will last up to one hour. Time spent absent from work for employees attending such meetings shall be without loss of an employee's regular rate of pay. Union representatives shall be scheduled to meet half an hour (1/2) immediately prior to the JHSC meeting for the purposes of preparation.
- (d) Representatives from the Joint Health and Safety Committee shall complete workplace audits once every month. The audit shall take place prior to the monthly meeting and the audit findings will be reviewed by the JHSC, during their monthly meeting. Recommendations will be forwarded to the Department Manager once prepared by the JHSC.
- (e) JHSC members shall receive training appropriate for their responsibilities. This training and all costs related to this training shall be paid for by the Company.
- (f) No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper orientation, training and instruction of their work duties. Such training shall include ergonomic training and chemical hazard training if applicable.
- (g) If time is required for committee members to work on JHSC issues outside of the normal meeting times, committee members will be given paid time during their shift to work on the JHSC items. Employee representatives must request such time off with their supervisor in advance of requiring the time off.
- (h) Every injury must be investigated. Accidents, in confidence, will be reviewed at each JHSC to determine prevention in the future.

18.02 No employee shall be required to cross any legal picket line that the employee encounters in their duties. In addition, no employee shall be required to prepare or load a delivery bound for a location where a legal strike is in progress. In such event, however, the employee shall promptly report such decision to an appropriate management representative and the Company shall then have the right to have non-bargaining unit employees service the affected customer and such action by the Company will not be considered to be a violation of any provision of this Agreement.

18.03 As the issue of health and safety is a concern of both parties, when an employee is concerned about the weight of an object to be moved or lifted, the employee will advise their

Supervisor who will arrange for assistance. This does not restrict an employee's right to refuse.

## **ARTICLE 19 – WORK OF BARGAINING UNIT**

19.01 Managers and Supervisors will not normally perform work customarily performed by employees in the bargaining unit, except:

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

19.02 Sales employees, who are excluded from the bargaining unit, shall, in accordance with current practice, continue to perform normal sales and merchandising activities provided, however, such activities shall not be performed to the extent that it results in either the loss of hours or lay-off of any current employee or prevents the hiring of a new employee.

19.03 The Company agrees that if the contracting out of any work normally performed by employees in the bargaining unit would result in the lay-off of any regular employee, the Company will meet with the Union to discuss and to mutually agree upon ways and means of reducing the impact of such change on the employee(s) to be affected. The lay-off shall not be implemented until such agreement is reached.

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

## **ARTICLE 20 - LEAVES OF ABSENCE**

20.01 Employees shall be provided with "Maternity/Parental Leave in accordance with the provisions of the Employment Standards Code of Alberta. If the employee has government hospital/medical coverage through the Company, the employee may, if they so wish, continue such coverage and/or coverage under the extended group insurance plan (with the exception of weekly income benefits) during the period of leave by payment of the full premiums as they become due. The portion of such premiums normally paid by the Company will be reimbursed to the employee upon their return to active service for a period of at least ninety (90) calendar days. An employee's seniority shall not be broken because of a leave of absence for maternity reasons, except where the leave of absence contravenes the provisions of clause 8.02 (d).

20.02 If circumstances permit, the Company may grant a personal leave of absence without pay, to an employee who requests same. A request for such leave shall be in writing stating the reasons at least one month prior to the desired commencement date of the leave, except in extenuating circumstances. If the Company grants a leave of absence, then it shall confirm

the terms of the leave in writing, including the maximum duration of the permitted leave.

## **ARTICLE 21 – HEALTH INSURANCE PLANS**

21.01 (a) It is agreed that, subject to any future legislation affecting such matters, the Company's Extended Group Insurance Plan (which provides Life, Major Medical, Dental Care, Weekly Income and Long Term Disability benefits) will be continued in force during the life of this Agreement and shall not lower, change, modify, or delete any benefits in place as of May 13, 2003. In addition, improvements will be implemented as set out below.

### Life Insurance:

Coverage for Life Insurance for all full-time members of the bargaining unit, shall be, as follows:

-Effective from July 1, 2003	\$45,000
-Effective from May 16, 2004	\$55,000

### Weekly Income Benefits:

The Schedule of Weekly Income benefits will be, as follows:

#	Class 26	\$28,000 but less than \$29,000	-\$365.
#	Class 27	\$29,000 but less than \$30,000	-\$380.
#	Class 28	\$30,000 but less than \$31,000	-\$395.
#	Class 29	\$31,000 but less than \$32,000	-\$410.
#	Class 30	\$32,000 but less than \$33,000	-\$425.
#	Class 31	\$33,000 but less than \$34,000	-\$440.
#	Class 32	\$34,000 but less than \$35,000	-\$450.
#	Class 33	\$35,000 but less than \$36,000	-\$470.
#	Class 34	\$36,000 and up	-\$500.

### Dental Care Plan:

The Dental Care Plan will provide the calendar year maximum Routine/Major Treatment benefit per individual to fifteen hundred dollars (\$1500.00) and will provide the maximum Orthodontic Treatment to twenty-five hundred dollars (\$2500.00) per child.

Routine treatment expenses will be subject to one hundred percent (100%) reimbursement and Major Treatment expenses will be subject to eight percent (80%) reimbursement. The dental fee schedule will provide coverage based on the 1997 Alberta Dental Association (ADA) Fee Guide plus the accumulated percentage change from 1997 to 2006 for claims incurred in 2006, 2007 for claims incurred in 2007 and 2008 for claims incurred in 2008. This will be updated on a yearly basis based on the Canadian Life and Health Insurance Association (CLHIA) working group who utilize the results of the ADA survey to establish the reimbursement guides.

### Major Medical Plan:

The Vision Care Benefit maximum reimbursement per insured family member in each twenty-four (24) month period will be two hundred and fifty dollars (\$250.00)

(reimbursed at 80%) and will include coverage for laser eye surgery, with the understanding that further reimbursement for eyewear will be discontinued for a forty-eight (48) month period following the claim for eye surgery. The Prescribed Drug benefit will provide for reimbursement of one hundred percent (100%) of eligible expenses.

(b) The Company will continue to pay the full premium for the Alberta Health Care Plan, Life, Major Medical coverage, Dental Care coverage, Weekly Income Benefit coverage and Long-Term Disability premiums.

(c) When an employee is laid off the Company shall continue to pay the premiums for the Alberta Health Care Plan, Life Insurance, Major Medical and Dental Care until the end of the calendar month in which the lay off occurs.

21.02 It is further agreed that, in consideration of improvements contained in this and prior Agreements, and subject to the provisions of the Employment Insurance Act, the Company shall retain in full any "Premium Reduction" which is or may become available from the Employment Insurance Commission upon their continued acceptance of the Company's plan of Weekly Income Benefits as a "qualifying registered plan".

21.03 The Extended Group Insurance Plan, as herein provided, are insured Plans by third-party insurance agencies and Coca-Cola Bottling Company is, therefore, the premium payer only and not the insurer of the individual benefits provided for in these Plans and, in accordance with past practice, the Company will continue in this role. The description above provides a general explanation of the insured benefits. All benefits, however, are subject to the terms and conditions of the master insurance policies, which are the governing documents.

## ARTICLE 22 -- CHANGE IN OPERATIONS

22.01 Should the Company reintroduce Production operations at its Edmonton plant or should new functions not contemplated by this Collective Agreement be introduced at Edmonton plant during the life of this Agreement, the Company and the Union shall negotiate the terms of employment of the new functions. Failing agreement, the terms of employment shall be determined by a single arbitrator chosen by the parties or appointed by the Minister of Labour.

## ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall be effective from May 16th, **2009**. This Agreement shall continue until May 15, **2012** and from year to year thereafter unless notice to bargain is given no sooner than 90 days and no later than 30 days prior to the 15th day of May in the year **2012** or in any year subsequent thereto. If notice to bargain is given this Collective Agreement shall continue in force until either strike notice or lock out notice is given pursuant to the Labour Relations Act.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives at the City of Edmonton, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, **2009**.

Coca-Cola Bottling Company and CAW Local 350  
May 16, 2009 until May 15, 2012

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TR:ggcope343

FOR THE UNION

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FOR THE COMPANY

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## APPENDIX "A"

### TEN HOUR SHIFTS:

The following practices shall exist regarding ten (10) hour shifts.

- (1) Shift schedules shall be posted in accordance with the provisions of the Collective Agreement.
- (2) All time worked in excess of the 10 hour shift shall be paid for at the rate of time and one half for the first two (2) hours and at the rate of double time for all hours after said two (2) hours.
- (3) Where a Saturday is part of the employee's regular work week, the employee shall be paid, in addition to the employee's hourly rate of pay, a premium for Saturday work of \$1.90 per hour. Such premium shall be paid unless the employee is entitled, under other provisions of this Collective Agreement, to be paid at a compounded rate, (eg. Time-And-One-Half or Double Time), for those hours worked. For the purposes of this Agreement, such hourly Saturday premium shall not be considered as forming part of any employee's hourly rate of pay.
- (4) Where a Sunday is part of the employee's regular work week, the employee shall be paid, in addition to the employee's regular hourly rate of pay, a premium for Sunday work of \$2.30 per hour. Such premium shall be paid unless the employee is entitled under other provisions of this Collective Agreement, to be paid at a compounded rate, (eg. Time-And-One-half or Double Time), for those hours worked. For the purposes of this Agreement, such hourly Sunday premium shall not be considered as forming part of an employee's hourly rate of pay.
- (5) If a holiday is observed on a 4 X 10 employee's day off, the employee will have the option of receiving 10 hours pay, or a day off, with pay, at a time mutually agreed between the employer and the employee.
- (6) The schedule for ten (10) hour shifts will be four (4) consecutive ten (10) hour days unless in the event of a layoff where work is not available. Employees shall be permitted to exercise their seniority for a preferred shift schedule.
- (7) An employee who is scheduled to work on a ten (10) hour shift and who is absent for reasons of jury duty, sick leave (subject to the restrictions of Article 15), bereavement leave, statutory holidays or negotiations shall be compensated for ten (10) hours of lost pay at the employee's regular hourly rate of pay. For purposes of sick leave cash out and paid time off for unused sick leave credits, employees who work ten (10) hour shifts shall have their sick leave bank exhausted after 48 hours or more has been paid as compensation for sick time off.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
2x	10	10	10	10	1 1/2 or 2x*	1 1/2 or 2x*
2x	1 1/2 or 2x*	10	10	10	10	1 1/2 or 2x*
2x	1 1/2 or 2x*	1 1/2 or 2x*	10	10	10	10
10	10	10	10	1 1/2 or 2x*	1 1/2 or 2x*	1 1/2 or 2x*

Where there is an asterick (\*), to qualify for overtime pay at 2x the regular rate, an employee must work a previous overtime shift in that week.



## APPENDIX "B"

### TWELVE HOUR SHIFTS:

The Company will schedule twelve (12) hour shifts for the outside seniority list, where stem times are excessive and work can be carried out more efficiently with the use of twelve (12) hour shifts.

Employees may select such twelve (12) hour shifts based on seniority and where there are insufficient employees volunteering for such shifts the Company shall schedule junior employees for this work.

The parties agree that hours of work on a twelve (12) hour shift shall average forty (40) hours per week over a three week period.

The following practices shall exist regarding twelve (12) hour shifts:

1. Shift schedules shall be posted in accordance with the provisions of the Collective Agreement.
2. Where an employee is scheduled to work a twelve (12) hour shift he/she shall receive two (2) paid fifteen (15) minute rest periods and one (1) paid thirty (30) minute meal period.
3. Where an employee is required to work on their first scheduled day off, he/she shall be paid at the rate of time and one-half for all such hours worked on that day and, where required to work on any subsequent day off, he/she shall be paid at the rate of double time for all hours worked on those days.
4. All time worked in excess of the twelve (12) hour shift shall be paid for at the rate of double time for all hours.
5. Where a Saturday is part of the employee's regular work week, the employee shall be paid in addition to their hourly rate of pay, a premium for Saturday work of \$1.90 per hour. Such premium shall be paid unless the employee is entitled, under other provisions of this Collective Agreement, to be paid at a compounded rate (e.g., time and one half or double time) for all hours worked. For the purposes of this Agreement, such hourly Saturday premium shall not be considered as forming part of any employee's hourly rate of pay.
6. Where a Sunday is part of the employee's regular work week, the employee shall be paid in addition to their hourly rate of pay, a premium for Sunday work of \$2.30 per hour. Such premium shall be paid unless the employee is entitled, under other provisions of this Collective Agreement, to be paid at a compounded rate (e.g., time and one half or double time) for all hours worked. For the purposes of this Agreement, such hourly Sunday premium shall not be considered as forming part of any employee's hourly rate of pay.
7. If a holiday is observed on an employee's day off, the employee will have the option of receiving twelve (12) hours pay, or a day off, with pay, at a time mutually agreed between the employer and the employee.

If a holiday is observed on an employee's scheduled work day, and the employee does not work on the holiday, the employee will receive twelve (12) hours pay at the employee's regular rate of pay.

8. The schedule for twelve (12) hour shifts will be two (2) weeks of three (3) consecutive twelve (12) hour days and one (1) week of four (4) consecutive twelve (12) hour days averaging forty (40) hours per week over a three (3) week period, unless and in the event of a layoff where work is not available. Employees shall be permitted to exercise their seniority for a preferred shift schedule.
9. An employee who is scheduled to work on a twelve (12) hour shift and who is absent for reasons for jury duty, sick leave (subject to the restrictions of Article 15) bereavement leave, statutory holidays or negotiations shall be compensated for twelve (12) hours of lost pay at their regular hourly rate of pay. For the purposes of sick leave cash out and paid time off for unused sick leave credits, employees who work twelve (12) hour shifts shall have their sick leave bank exhausted after forty-eight (48) hours or more has been paid as compensation for sick time off.

LETTER OF UNDERSTANDING #1

BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

- and -

CAW – CANADA Local 350

Re: Employees' Retirement Plan

It is agreed that the Employees' Retirement Plan of Coca-Cola Bottling Company ("ERP"), as it may be amended from time-to-time, will be continued in force for employees of the Company who are covered by the Collective Agreement, so long as it shall remain in force, unless in the meantime, the parties hereto should mutually agree, in writing, to enter into some alternative arrangements for the provision of pension benefits to some or all of the employees covered by this Letter of Agreement.

It is agreed that the current pension arrangements will be modified to incorporate the following features:

1. Provide for a Basic Monthly Benefit under the CAW-ERP so that the Basic Monthly Benefit will be as follows:
  - (a) For an employee who retires on or after October 1<sup>st</sup>, 2006 the Basic Monthly Benefit shall be \$50.00 per month for each year of C.A.W. Credited Service.
2. Provide for an increase in the supplemental pension benefit ("Bridge Benefit" under the terms of the CAW-ERP) under the CAW-ERP such that the Bridge Benefit will be as follows:
  - (a) For an employee who retires on or after October 1<sup>st</sup>, 2006 the Bridge Benefit shall be \$27.00 per month for each year of C.A.W. Credited Service.
3. The Basic benefit and the Supplemental benefit referred to in paragraph 1 (a) & 2 (a) above will be unreduced if commenced on or after age 62. There shall be a 3% per annum reduction for each year of retirement prior to age 62.
4. Provide that employees hired on or after October 1<sup>st</sup>, 2006 shall become members of the CAW-ERP, in accordance with the terms of the CAW-ERP.
5. Provide that all employees who are covered by this Letter of Agreement who have prior ERP Contributory service shall have their ERP Contributory service benefit calculated using "final average earnings", as defined under the terms of the ERP, applied to earnings in the years immediately preceding termination of service, retirement or death, whichever occurs first.
6. For the purposes of this letter C.A.W. Credited Service will commence no earlier than

October 1<sup>st</sup>, 2006. Plan membership and date of entry in the CAW-ERP will be governed by the terms of the CAW-ERP.

LETTER OF UNDERSTANDING #2  
BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

- and -

CAW – CANADA Local 350

**Re: Sales Equipment Servicepersons Trainee**

Notwithstanding any of the provisions of the above-mentioned Collective Agreement which may be to the contrary, it is mutually understood and agreed that the following arrangements and conditions shall apply to the positions of Sales Equipment Serviceperson and Sales Equipment Service Trainee.

1. Candidates for a posted job vacancy as a Sales Equipment Service Trainee shall:
  - (a) Successfully complete an appropriate aptitude test prior to appointment; and
  - (b) Be prepared to undertake and successfully complete a prescribed course of Company sponsored training; and
  - (c) Hold a valid, appropriate driver's licence.
2. The successful candidate for a posted vacancy in the position of Sales Equipment Service Trainee will be appointed to that position on the condition that the employee undertake such training as the Company may require.
3. A Sales Equipment Service Trainee may, within three (3) months of their appointment to such position, elect to revert to their previous job and in so doing, may displace the employee who succeeded them in such job.
4. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of a Sales Equipment Service Trainee to their former position in their seniority group and the person(s) so affected will also do the same.
5. On successful completion of the training program (including demonstration of the required knowledge, skills, etc.), a Sales Equipment Service Trainee shall thereupon be reclassified and paid as a Sales Equipment Serviceperson.
6. In the event that the Company has no employee who can:
  - (a) meet the requirements for a vacancy as a Sales Equipment Service Trainee; or
  - (b) meet the requirements for a vacancy as a Sales Equipment Serviceperson; the Company may hire a new employee who does possess the necessary qualifications to satisfactorily fulfil the requirements of the vacant position.



Before being classified as a Sales Equipment Serviceperson, a Sales Equipment Service Trainee must successfully complete a training matrix which comprises four (4) consecutive sections of study. These are: Coolers, Vendors, Fountains and Major Equipment. A trainee must achieve a minimum passing grade of 65% to proceed to the next level of training. It is mutually understood that:

- (a) The trainee may choose to write both the Coolers and Vendors sections at the same time;
- (b) If the Company, in its sole discretion, determines that a trainee may have acquired previous training and expertise in any one or more specific piece of equipment the Company may then be able to use that trainee to work on that equipment without the need for supervision. Despite this, the trainee must still complete the required training to be able to become a Sales Equipment Serviceperson.

The Company is prepared to meet with the Union to discuss any amendments to this matrix, but it is agreed that the Company reserves the right to exercise its sole discretion to change, implement or amend this training matrix.

The following constitutes the requirements for trainees in each section of study:

**Coolers:**

- Route rides with a Sales Equipment Serviceperson for four (4) weeks.
- Rides alone for four (4) weeks working only on Coolers service calls and calls into supervisor if he encounters any problems. A Supervisor and/or a qualified Serviceperson may meet him at the call to assist.
- At the end of the eight (8) weeks, the trainee may write the Coolers test.

**Vending Machines:**

- Route rides with a Sales Equipment Serviceperson for four (4) weeks.
- Rides alone for eight (8) weeks working on Coolers or Vending Machines calls and calls into supervisor if he encounters problems. A Supervisor and/or a qualified Serviceperson may meet him at the call to assist.
- The trainee shall write the Vending Machine test at the end of the twelfth (12) week and if he chose not to write the Cooler test at the end of that section, must also write it at this point.

**Fountains:**

- Route rides with a Sales Equipment Serviceperson /Install Serviceperson for eight (8) weeks.
- Rides alone for eight (8) weeks working on Coolers, Vending Machines, Fountain calls or Installations and calls into supervisor if he encounters any problems. A Supervisor and/or a qualified Serviceperson may meet him at the call to assist.
- The trainee shall write the Fountain test when he has completed the eight (8) weeks of riding alone.

**Major Equipment:**

- Route rides with a Sales Equipment Serviceperson for six (6) weeks.
- Rides alone for eight (8) weeks working on any service calls or installations and calls into supervisor if he encounters any problems. A Supervisor and/or a qualified Serviceperson may meet him at the call to assist.
- The trainee shall write the Major Equipment test when he has completed the eight (8) weeks of riding alone.

**Other agreed to items, subject to the above provisions:**

- The Company and Union agree that a one (1) week refresher route ride will be allowed for any trainee who does not pass a section but does receive a mark between 55% and 64%. A trainee receiving a mark below 55% in any section will be released from the training program.
- The Company and the Union agree that there is no final exam for the trainee and that successful completion of the four sections is sufficient.
- The Company will agree to provide the trainees with access to the Company's internet site to allow them to access the training material available (coketech.ca).
- The Company and the Union agree that when the two (2) or three (3) week training course is made available, the training schedule will be on hold for that time period and the trainee will return to the schedule at the completion of the course.
- The Company and the Union agree that in the event of a layoff, any and all trainees will be laid off regardless of seniority prior to a Sales Equipment Serviceperson.

LETTER OF UNDERSTANDING #3

BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

- and -

CAW – CANADA Local 350

Re: Shift Preference

Regular full time employees by seniority will have weekly shift preference over other full time employees and temporary employees. Employees shall notify the Company by noon on the Wednesday preceeding the following week as to their shift preference. Where an employee requires a shift change during the week, the Company will attempt to accommodate such request within the requirement of the Collective Agreement (10 hours of rest between shifts).

All off-day overtime shall be offered by Department to qualified, available full-time employees before being offered to temporary employees in that department.

LETTER OF UNDERSTANDING #4  
BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

- and -

CAW – CANADA Local 350

Re: Work Preference Allocation for Warehouse Employees

The parties agree within four (4) weeks from ratification to the implementation of a work preference by seniority selection process for regular Material Handler employees.

Such employees will be entitled to select three (3) duties in preference order from the list below. The workload will then be allocated by seniority in accordance with the Work Preference Form.

Work Preference Duties List:

Order Builder	Fork Lift Operator
Checker	Consolidation
Reclaim	

Such employees shall complete the Work Preference Form and submit it to the appropriate Supervisor indicating his/her selection of preferred work that is available in his/her Department.

As work becomes available in the day it will be distributed in order of seniority by employees' declared preference. **It is understood that the foregoing preference rules do not apply to very short term changes in work assignment that last fifteen (15) minutes or less.**

The employees' preference selection shall be binding up to and including to the end of the current calendar month.

If an employees' order of preference changes it shall then be that employee's responsibility to submit a new Work Preference Form **seven (7) days** prior to the start of the next calendar month.

LETTER OF UNDERSTANDING #5  
BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

- and -

CAW – CANADA Local 350

Re: Display Building

During 2006 negotiations, extensive discussions took place between the parties regarding the merchandising work normally and historically performed by the bargaining unit and the impact of Article 19.02 (a) of this Agreement.

The parties agree that feature display building is bargaining unit work and is to be done by bargaining unit employees. The Union recognizes that in rare situations a Sales Associate may create and build a display to take advantage of immediate floor space opportunities.

To reinforce the Company's commitment to the above, the Company will post a Feature Display Merchandiser Coordinator. This position's duties will include, but are not limited to, liaising with the Merchandising Supervisor in scheduling, creating, and building of required Feature Displays.

The Company, on a quarterly basis, will ensure a review of Article 19 of this Agreement with all Sales Associates.

LETTER OF UNDERSTANDING #6  
BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

- and -

CAW – CANADA Local 350

Re: Bulk Routes

Distribution employees may express interest for a Delivery Driver posting (for bulk routes only) and the Company will award such vacancy in seniority order provided that the senior employee is capable and qualified.

**Distribution employees may express interest for a specific overnight route and the Company will award such vacancy in seniority order provided that the senior employee is capable and qualified for a 3 consecutive month period (June-Aug, Sept-Nov, Dec-Feb, Mar-May).**

LETTER OF UNDERSTANDING #7

BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

- and -

CAW – CANADA Local 350

Re: Upgrading Driving Skills

Should an employee wish to upgrade their driving skills in order to acquire a Class 1 Licence, the employee should so advise the Company. If such request is approved by the Company, then:

1. The employee will not suffer any reduction in regular wages for time spent, with Company approval, on such training; and
2. The Company will pay for all training, provided such is approved, in advance, by the Company; and
3. the Company will reimburse employees for any medical fees involved in acquiring the Class 1 Licence (but not for renewal of same).

In addition the Company will arrange for training for employees leading to air brake certification, such training program to be administered by an outside organization. The Company will pay for any air brake certification necessary to perform the duties required by the Company.

**If an employee terminates his/her employment prior to twenty-four (24) months after the completion of the Class 1 license, the employee will be required to pay back to Coca-Cola Bottling Company the cost of the Class 1 license. The payback of monies owing will be pro-rated based on the length of service with the Company since the Class 1 license was obtained.**

LETTER OF UNDERSTANDING #8  
BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

- and -

CAW – CANADA Local 350

Re: Probationary Employees

If, after the date hereof, a discharged probationary employee believes they have been unfairly treated by the Company, and if the Union supports such opinion, a meeting of such employee, the Union President and the **Departmental** Manager will be convened as soon as practicable to review the circumstances of the discharge. At that meeting the reasons for dismissal will be given if requested by the employee. Such meeting will be outside the formal grievance procedure and not subject to arbitration.



LETTER OF UNDERSTANDING #9  
BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

- and -

CAW – CANADA Local 350

Re: Building Maintenance

It is agreed by the parties that general building maintenance at the Edmonton Plant will be contracted out to general contractors. The maintenance includes:

- Electrical Work
- Alarm Services
- Loading Dock Maintenance
- Boiler room checks
- Roof Top Unit Maintenance
- All Plumbing
- Parking lot snow removal and maintenance services
- Lawn Maintenance and landscaping
- Cleaning of offices (including two boardrooms) and reception area
- Floor waxing
- **Front Office Painting**

All plant clean up duties including sweeping, sidewalk snow removal, floor cleaning in non-office areas, light bulb changing, interior painting, cleaning of overhead fans, pick up of litter on grounds, lunchroom and bathroom cleaning, and hallways will be bargaining unit work.

**LETTER OF UNDERSTANDING #10**  
**BETWEEN:**

**COCA-COLA BOTTLING COMPANY**  
**(Edmonton, Alberta)**

**- and -**

**CAW – CANADA Local 350**

Re: 1995 Negotiations

For the purposes of addressing the Union's concerns during the 1995 Negotiations for a renewal Collective Agreement, the Company confirms that, for the purposes of Section 46 (1) of the Alberta Labour Code, the phraseology "or otherwise disposed of" shall be interpreted to include "bankruptcy".

LETTER OF UNDERSTANDING #11

BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

– and –

CAW – CANADA Local 350

Re: Cooler Service – FSV & Fountain Initial Set-ups and Close-Outs

It is understood that Cooler Service personnel will carry enough inventory to do new initial setups for Full Service Vending and Fountain. Cooler Service personnel will carry one CO2 cylinder for emergency use and one cylinder for each fountain setup.

From time to time, and in cases of emergencies, Cooler Service personnel may be asked to empty equipment in order to service a customer pick-up **or a first fill (initial setup)**. When employees in the Cooler Service Department perform a close-out **or a first fill** on equipment, they shall also remove any product or cash still in that equipment for the close out or, **in the case of filling the machine, placing product and coin in the cooler/vendor**. In addition, the employee with responsibility for the close-out shall be paid the Delivery Driver/FSV rate of pay when performing such duties.

LETTER OF UNDERSTANDING #12

BETWEEN:

COCA-COLA BOTTLING COMPANY  
(Edmonton, Alberta)

– and –

CAW – CANADA Local 350

Re: HIRING OF FULL-TIME EMPLOYEES

During the course of 2003 Negotiations, the Parties were desirous of establishing a system which would trigger the hiring of additional full-time regular employees based on the needs of the business. As a result of such negotiations, the Parties have agreed to the following procedures:

- :01 The Company will endeavour to staff its operations with employees on a full-time basis, whenever a reasonable degree of Employee utilization can be achieved. It is recognized however, that employment of temporary employees may be desirable due to varying workloads or to relieve temporary absences of full-time employees.
- :02 Full-time, regular vacancies which are caused through retirements, promotions, demotions, or terminations of employment shall, if replacements are required, shall continue to be filled in accordance with the provisions of article 8:06 herein.
- :03 In the hiring of new regular full-time qualified employees for the bargaining unit, preference will be given by the Company to temporary employees in the order of their date of hire.
- :04 Commencing in February 2004 and in every June and February thereafter, a Company Committee will meet with a Union Committee to examine the Company's records which will indicate the number of regular actual straight time hours worked, including Holiday paid hours worked and fifty percent (50%) of actual overtime hours worked by employees in each Department. For the review in February of each year, such hours worked shall be for the months of September (5weeks), October (4 weeks), November (4 weeks), of the previous year, and January (4 weeks) of the current year. For the review in June of each year, such hours worked shall be for the months of February (4 weeks), March (5 weeks), April (4 weeks) and May (4 weeks). Where the Company is required to supply and service a major event on a one-off basis, (e.g., World Games) the hours associated with that event shall not be taken into account in the foregoing calculations.

In addition, paid union leave will be excluded from the calculation as provided for in paragraph (:05) below.

- :05 For purposes of calculating paragraph :04 above, the Departments shall be as follows:

Distribution, Warehousing, Sales Equipment Service, Automotive, Merchandisers and Office. Actual classifications of employees to be hired shall be as determined by the Company.

- :06 Once hours have been established, by Department, as per paragraph :04, above, the following formula will be applied, (calculations of .84 or lower are rounded down and .85 and higher are rounded up), to determine the number of full-time equivalent hourly employees for those hours, as follows:  
Total calculated hours divided by seventeen (17) weeks multiplied by forty (40) hours, i.e.,

$$\frac{(\text{Total Calculated Hours})}{17 \times 40}$$

or, for "Office" employees:

Total calculated hours divided by seventeen (17) weeks multiplied by thirty-seven and half (37.5) hours, i.e.,

$$\frac{(\text{Total Calculated Hours})}{17 \times 37.5}$$

- :07 Should additional employees be required, as a result of the foregoing calculation, such vacancies shall be filled in accordance with Article 8:06 of the Collective Agreement, within thirty (30) calendar days of determining the number of additional full-time employees required. The parties shall determine from which departments increased numbers, (if any), are required.
- :08 In consideration of the process to hire more full-time employees in the bargaining unit, as contained herein, the following numbers of the senior-most employees shall be protected (in each department) by Article 9.03(a). Employees, whose seniority does not qualify them for such protection, may be required to work non-consecutive days.

Automotive	2
Distribution	41
Merchandising	6
Office	3
Sales Equipment Service	16
Warehouse	30

- :09 This Letter of Agreement is subject to the grievance and arbitration procedures as contained in the Collective Agreement.
- :10 This Letter of Agreement shall expire on the expiry date of the Collective Agreement and may become the subject of renegotiation or renewal during the subsequent negotiations.

**LETTER OF UNDERSTANDING #13**  
**BETWEEN:**

**COCA-COLA BOTTLING COMPANY**  
**(Edmonton, Alberta)**

**– and –**

**CAW – CANADA Local 350**

**RE: Vacation Transition**

**In order to facilitate the change from calculating and recording annual vacation on an individual anniversary basis to a common vacation calculation based on a calendar year, the following transition arrangement has been established and agreed upon for the 2009 /2010 vacation year:**

- **Employees will use earned vacation between their 2009 anniversary date and December 31, 2010.**
- **Employees will use the entitlement to be received on their 2010 anniversary date between January 1, 2010 and December 31, 2010.**
- **All provisions of Article 12.08 apply regarding seniority and number of employees permitted to be on vacation at the same time.**
- **All unused vacation entitlements from years prior to the employee's 2009 anniversary date will be paid out in 2009 no later than six weeks following the employee's anniversary date, at the appropriate percentage.**
- **All unused vacation entitlements as of December 31, 2010 will be paid out by March 1, 2011.**

**LETTER OF UNDERSTANDING #14**  
**BETWEEN:**

**COCA-COLA BOTTLING COMPANY**  
**(Edmonton, Alberta)**

– and –

**CAW – CANADA Local 350**

**RE: Banked Overtime**

**Overtime Banking:**

All regular full-time hourly paid employees may make arrangements with the Company to bank accumulated overtime to a maximum of forty (40) hours. The employee may then request in writing overtime in time off. Notice must be given at least two (2) weeks in advance and will be honored by a first come basis. Upon request by the employee, such time off will be taken at the Employer's discretion, consistent with the efficient operations of the business during the periods of October 1<sup>st</sup> through March 31<sup>st</sup> (excluding December). Regular vacation takes precedence over banked time off. The minimum unit of banked overtime to be utilized will be forty (40) regular hours.

Any hourly paid employee who wishes to bank overtime will make a request in writing and this decision will be binding until the last pay period of March.

Overtime which is banked shall be credited in terms of complete hours (overtime less than one [1] hour per week will always be paid on current paycheque and not banked). When taken as time off, banked overtime shall be paid out on the regular weekly paycheque at the same hourly rate as banked. When an employee leaves the Company, all banked hours shall be paid out in total.

The Company will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so through their supervisor.

- **Example of banked hours:**  
1 hour at 1 1/2 = 1 1/2 hours banked  
26 OT hours = 40 hours regular  
Double time hours will not be allowed to be banked.
- **The Company will pay out all unused banked hours in the last pay period of each March.**

**LETTER OF UNDERSTANDING # 15**  
**BETWEEN:**

**COCA-COLA BOTTLING COMPANY**  
**(Edmonton, Alberta)**

**– and –**

**CAW – CANADA Local 350**

**Re: Substance Abuse**

**Substance Abuse is recognized to be a serious medical and social problem that an effect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation.**

**The Company will continue to provide a comprehensive approach to dealing with substance abuse and its related problems. Company assistance will include referral of employees to appropriate counseling services or treatment and rehabilitation facilities.**

**The Company also provides other services in conjunction with existing Company policy and EAP program.**



**LETTER OF UNDERSTANDING #16**  
**BETWEEN:**

**COCA-COLA BOTTLING COMPANY**

**(Edmonton, Alberta)**

**– and –**

**CAW – CANADA Local 350**

**RE: Workplace Accommodations**

- a) The Chief Steward or designate must be made aware of all current and ongoing light duty, modified work or accommodation situations.**
- b) All light duty, modified, or accommodation arrangements will have an individually agreed upon mandatory review period.**
- c) No arrangements under this section shall be used to abrogate a worker's right to WCB, weekly indemnity, long-term disability, or any other benefit.**

**LETTER OF UNDERSTANDING #17**  
**BETWEEN:**

**COCA-COLA BOTTLING COMPANY**  
**(Edmonton, Alberta)**

**– and –**

**CAW – CANADA Local 350**

**Re: Paid Education Leave**

**The Company agrees to pay into a special fund, effective May 16<sup>th</sup>, 2009 one and a half cents (\$0.015) per hour per employee for all compensated hours for the purpose of providing Paid Education Leave. Said paid employee leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW-Canada and sent by the Company to the following address:**

**CAW Paid Education Leave Program  
C/o CAW-Canada  
205 Placer Court  
North York, ON M2H 3H9**

**LETTER OF UNDERSTANDING #18**  
**BETWEEN:**

**COCA-COLA BOTTLING COMPANY**  
**(Edmonton, Alberta)**

**- and -**

**CAW – CANADA Local 350**

**Re: Alberta Health Care Premium Pay**

**All employees as of the date of ratification shall receive the following flat rate payments per hour for regular hours worked due to the Company no longer having to pay the required premiums to the provincial government:**

<b>July 1, 2009</b>	<b>-</b>	<b>\$0.10 per hour</b>
<b>May 15, 2010</b>	<b>-</b>	<b>\$0.15 per hour</b>
<b>May 15, 2011</b>	<b>-</b>	<b>\$0.20 per hour</b>

**These payments are not pyramided or cumulative (i.e. the total payment on top of regular hourly rate as of May 15, 2011 would be \$0.20 per hour).**

**Should the provincial government reintroduce employer health care premiums that require Coca-Cola to again pay premiums, Coca-Cola will pay such premiums on behalf of its full-time employees.**

**LETTER OF UNDERSTANDING #19**  
**BETWEEN:**

**COCA-COLA BOTTLING COMPANY**  
**(Edmonton, Alberta)**

**- and -**

**CAW – CANADA Local 350**

**Re: Tell-Sell and Equipment Control Coordinators**

**The parties agree to remove all references to Tell-Sell and Equipment Control Coordinators from the Collective Agreement. Should the Company reintroduce these jobs or duties to the Edmonton facility then the parties shall meet to determine the appropriate wage rates for each job.**

**DATED AT Edmonton, Alberta, this            day of            2009.**

**FOR THE UNION**

**FOR MANAGEMENT**

\_\_\_\_\_  
Todd Romanow

\_\_\_\_\_  
Stephen Satchel

\_\_\_\_\_  
Bruce Fafard

\_\_\_\_\_  
Ken Sallows

\_\_\_\_\_  
Dan Billings

\_\_\_\_\_  
Jim White

\_\_\_\_\_  
Ryan Truemner

\_\_\_\_\_  
Dave Christie

\_\_\_\_\_  
Steve Aberdeen

\_\_\_\_\_  
Ed Dawyd

\_\_\_\_\_  
Dave Klassen

\_\_\_\_\_  
Erin Marsh