

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



AND

UNIFOR LOCAL 973
(the “Union”)



Expires – June 14, 2019

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – SCOPE AND RECOGNITION	1
ARTICLE 3 – REPRESENTATION.....	2
ARTICLE 4 – MANAGEMENT RIGHTS	3
ARTICLE 5 – NO STRIKES OR LOCKOUTS.....	4
ARTICLE 6 – UNION ACTIVITIES.....	4
ARTICLE 7 – GRIEVANCES	8
ARTICLE 8 – SENIORITY	11
ARTICLE 9 – HOURS OF WORK AND OVERTIME	19
ARTICLE 10 – OFF-PEAK PREMIUM.....	24
ARTICLE 11 – OBSERVED HOLIDAYS.....	24
ARTICLE 12 – VACATION	25
ARTICLE 13 – LEAVES.....	28
ARTICLE 14 – LONG SERVICE LEAVE	28
ARTICLE 15 – SICK PAY	28
ARTICLE 16 – SAFETY	29
ARTICLE 17 – WORK CLOTHING	31
ARTICLE 18 – TOOL REIMBURSEMENT	33
ARTICLE 19 – OPERATIONAL CHANGE.....	33
ARTICLE 20 – WORK OF BARGAINING UNIT.....	36
ARTICLE 21 – HEALTH INSURANCE PLANS – FULL-TIME EMPLOYEES.....	37
ARTICLE 22 – WAGES	40
ARTICLE 23 – SOCIAL JUSTICE FUND.....	42
ARTICLE 24 – PAID EDUCATION LEAVE.....	42
ARTICLE 25 – SKILLED TRADES	43
ARTICLE 26 – DURATION	43
APPENDIX A: Rules of Arbitration.....	45
APPENDIX B: Equipment Service	47
APPENDIX C: Special Terms and Conditions for Manufacturing 24/7 scheduling	51
APPENDIX D: Skilled Trades	55

INDEX

<u>LETTERS OF INTENT & AGREEMENT</u>		<u>PAGE</u>
1.	Re: Holiday Schedule.....	60
2.	Re: Employees' Retirement Plan	61
3.	Re: Retiree Benefits	63
4.	Re: "Red-Circled" Rates of Pay.....	64
5.	Re: Payroll Service Agreement	65
6.	Re: Banked Overtime Trial.....	66
7.	Re: Workplace Accommodations	67
8.	Re: Disability Dispute Resolution Process	70
9.	Re: Substance Abuse	72
10.	Re: Route Selection	73
11.	Re: Semi-Annual Preference Selection for Forklift Operators.....	75
12.	Re: Distribution Ten (10) hour shifts	76
13.	Re: Seven (7) Day Operations	77
14.	Re: In-House Training	78
15.	Re: Temporary Employees	79
16.	Re: Harassment, Discrimination & Violence in the Workplace.....	81
17.	Re: Women's Advocate.....	83
18.	Re: Minute of Silence	84
19.	Re: Union Elections.....	85
20.	Re: New Employee Orientation	86
21.	Re: Individual Side Agreements	87
22.	Re: Production Standards	88
23.	Re: Machine Operators Preference Selection/Cross Training	89
24.	Re: Annual Preference Selection for Production Material Handlers.....	91
25.	Re: ESL Classes	93
26.	Re: Signing Page Concerning Appendices and Letters	94

ARTICLE 1 – PURPOSE

- 1.1 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.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for all employees of Coca-Cola Refreshments Canada Company working at or out of its plant in the City of Brampton, save and except supervisors, persons above the rank of supervisor, Chief Operating Engineer, office, clerical, technical, sales (including sales call centre employees), dispatch staff, parts administrator, inventory analyst, maintenance planner, sales execution specialists, merchandisers and persons whose job has an audit or control function.
- 2.2 The expression “department” wherever used in the Agreement shall mean the work unit to which the employee is normally assigned. Departments are as follows: Production, Warehouse, Distribution, Equipment Service and Fleet.
- 2.3 (a) A “probationary employee” shall mean a full-time employee who serves a probationary period, which shall consist of sixty-five (65) days of actual work within a period of six (6) consecutive months. On completion of his/her probationary period, such employee shall be credited with seniority from his last date of hire prior to the date on which he/she completed his/her probationary period.
- (b) A “probationary employee” shall have no rights under the seniority provisions of this Agreement and may be discharged for any reason prior to the successful completion of their probationary period, provided the Company does not act arbitrarily, discriminatory or in bad faith or in contravention of any provision of this Agreement. It is agreed that the standard for dismissing probationary employees as reflected in this section is a lesser standard within the meaning of the Labour Relations Act. Representation shall be provided.
- 2.4 (a) A “temporary employee” shall mean an employee who is engaged by the Company to perform work on a temporary basis. A temporary employee shall have no rights under the seniority provisions of this agreement. Temporary employees shall not be used to the extent that they cause the layoff or, prevent the hiring of a full-time employee. A temporary employee who is reclassified to full-time shall be credited with seniority in accordance with the Letter of Agreement entitled, “Temporary Employees”. Such employees shall not be required to serve a probationary period.
- (b) Vacations and paid holidays for temporary employees shall be paid in accordance with the Employment Standards Act.
- 2.5 All employees shall be notified, **by the Company** in writing, of the condition of their status as employees, either as fulltime, probationary or temporary, upon their hiring. Such notification shall be copied to the Union **Chairperson**.

ARTICLE 3 – REPRESENTATION

- 3.1 The Company recognizes the Union as the exclusive bargaining agent of the employees as herein defined.
- 3.2 The Company and the Union agree there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised 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.
- 3.3 (a) Every employee shall, as a condition of his/her continued employment, become and remain a member, in good standing, of the Union.
- (b) The union agrees that it will not refuse membership to any employee without just cause. Whenever an employee is suspended or expelled from membership the union will give the Company, in writing, the reasons for such action.
- 3.4 (a) Every employee shall, as a condition of his/her continued employment, authorize the Company in writing to deduct from each pay payable to him/her thereafter during the life of this Agreement such amount as may from time to time be certified in writing by the Union to the Company as being the amount of Union Dues currently payable.
- (b) Every new employee shall complete and sign an application for membership in the Union and an authorization for deduction from his/her pay of such amount as may at that time be certified by the Union to the Company as being the amount of the Union's standard Initiation Fee.
- (c) The application for Union membership and authorization for the deduction of initiation, **other** fees and dues shall be on forms supplied by the Union.
- (d) Initiation Fees and Union Dues deducted by the Company shall be remitted to the Financial Secretary of the Union prior to the 15th day of the month following the month in which such deductions were made, together with such detail and explanations as may be reasonably required. The deduction statement shall contain the full name of the employee and his/her starting date. The dues and initiation report will be provided in the form of e-mail as well as a hard copy of the dues report being attached to the remittance cheque. The Company agrees to record the annual dues on the employee's T4 form.
- 3.5 (a) (i) 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, unless the interview could lead to discipline.
- (ii) However, the employer agrees that, whenever an interview is held with an employee that could become a part of his/her record regarding his/her work or conduct, a steward or union representative will be present.

- (iii) Prior to the interview referred to in (ii), the employee and steward will be given an opportunity for consultation, if such is requested.
 - (iv) If the meeting referred to in (ii) is held without the steward any conclusions, verbal or written, will be null and void except when the employee requests the steward to leave in writing.
 - (v) When an employee is called into a meeting to be given a verbal or written warning, suspended or discharged, the steward shall be present. The reasons for such warning, suspension or discharge will be given at the time of the warning, suspension or discharge and will also be confirmed in writing. For full time employees, such discipline shall be issued within **fifteen (15)** working days of the discovery of the alleged offence. **Any discipline issued after fifteen (15) days will be null and void, unless the union agrees to a time limit extension.** The Company will provide a copy of the disciplinary letter to the Plant Chairperson and steward. A discharged employee will be given the opportunity to meet privately with his/her steward before leaving the premises.
- (b) After a period of eighteen (18) months free of any warning or suspension, previous warnings or disciplinary action will not be used in progressive disciplinary steps or in arbitration, unless agreed otherwise by the parties.
 - (c) Employees shall have the right to review their entire personnel record every twelve (12) months in the presence of a manager and outside of the employee's hours of work. The employee shall request such ten (10) working days in advance.
- 3.6 It shall be the responsibility of each employee to advise the Company or Agent of the Company regarding their change of address, phone number, dependants or marital status and beneficiary.
- 3.7 Once each quarter, the Company will provide the Union with a listing of employees, including all **full-time**, temporary and probationary, showing the last address and telephone number provided to the Company. A copy of this list shall be mailed electronically to the Union Plant Chairperson and the National Union.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Union agrees that, subject to the restrictions imposed by law, the Company has the exclusive right to manage and operate its facilities and equipment and to carry on its business. The Union also agrees that, subject to the restrictions imposed by law or by the terms of this Agreement, the Company has the right to decide from time to time all matters relating to the terms and conditions of employment of the employees, including the duties and conduct to be required of them. The Company agrees that it will not discipline, suspend or discharge any employee without just cause. The Company further agrees that the Union and the employees shall have the right to grieve should the Company exercise any of its functions in violation of, or inconsistent with, any provision of this Agreement.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.1 There shall be no strike or lockouts so long as this agreement continues to operate. The terms “strikes” and “lockouts” will have the same definitions as those set out in the Labour Relations Act of Ontario.

ARTICLE 6 – UNION ACTIVITIES

- 6.1 There shall be no Union activities during working hours which interfere with the duties of any employee unless permission is first obtained from the employee's immediate supervisor prior to leaving his/her work area/station. Such permission will not be unreasonably withheld and all such time off during any employee's regular working hours shall be without loss of pay.
- 6.2 The Company will make available for the use of the Union six (6) glass covered bulletin boards whereon the Union may post notices which it desires to bring to the attention of employees provided that no such notice may be posted at places other than these bulletin boards. No such notice may be posted until it has been signed by an Officer of the Union and by a representative of management.
- 6.3 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 days except that where a leave is granted to an employee to enable him to attend a Union convention, the maximum of seven (7) days may be exceeded to the extent of necessary travel time to the place of convention and return. No more than ten (10) such leaves will be granted in any one year of the currency of this agreement and no more than four (4) employees may be absent on such leave at any one time. If the maximum of ten (10) leaves in any year of this agreement has been granted, the Company will consider any further request for such leave in that year on an individual basis. The Company shall promptly bill the Union on the following schedule:
- Bills that occur in January, February and March will be billed by April 20th,
Bills that occur in April, May and June will be billed by July 20th,
Bills that occur in July, August and September will be billed by October 20th, and
Bills that occur in October, November and December will be billed by January 20th.
- 6.4 At the request of the Union, the Company will grant time off, without loss of pay during the employee's regular working hours, to the Plant Chair, three (3) Committee Persons (Transportation [Distribution], Warehouse, Equipment Service / Production / Fleet), Vice-President and the President 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. The allowing of any such time off shall, however, be subject to the employee having obtained permission to leave his/her work from his/her **Manager**.
- 6.5 Upon written request of the Union, the Company will grant a leave of absence without pay to any employee for the purpose of attending to Union business. Such leave of absence shall be for a period of not less than one (1) month and not more than two (2) employees shall be entitled to any such leave of absence at any one time. Where such leave is to be for a period of less than one (1) year, the Union shall specify the period to be covered. If the leave is expected to be required for a period in excess of one (1) year, it shall be treated as an indefinite leave of absence and the Company's approval of

such leave shall be considered to continue throughout the life of this agreement. To the extent that it is practical to do so, the Company will arrange for the continuance of both Company and Government welfare benefits while an employee is absent on such leave.

6.6 With respect to employees granted leave of absence under the provisions of clauses 6.3 and 6.5 above, it is agreed that on the written request of the Union:

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

(i) the regular straight-time hourly rate then in effect for his employment **wage bracket**, multiplied by the number of hours for the regularly scheduled shift during the leave of absence period.

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(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 Employees' Retirement Plan and the Employee Savings and Investment Plan (ESIP).

(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,

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(ii) with the exception of leaves of absence granted under the provisions of clause 6.3 above, 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 Employee Savings and Investment Plan, the Extended Group Insurance Plan, Employment Insurance, Government Pension Plan and Health Plan, etc.).

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

(d) In consideration of the agreement to make payments as provided above, the Union agrees to indemnify the Company and save it harmless from 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 payment, 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.

6.7 (a) Every Union Steward and every officer of the Union who is an employee shall be allowed such time off as may be necessary to enable him/her to attend those appointments with management personnel at which his/her presence is required under the grievance procedure in order to enable him/her to give evidence at such hearing.

(b) The Company will pay the regular wages for the grievor and up to four (4) witnesses if necessary to attend at arbitration in all circumstances, provided that

the grievor is still an active employee of the Company on the date of the arbitration hearing(s).

- (c) Should a Union Steward or Union Officer be scheduled to be on duty during the time in which a regularly scheduled meeting of the general membership of the Union is to be held, such Steward shall (provided his/her request is made at least four (4) days in advance) be allowed such time off work as may be reasonably required in the circumstances to permit him/her to attend such meeting.
 - (d) The allowing of time off under the provisions of this Article 6 shall be subject to the employee having obtained permission to leave his/her work from his/her **Manager**.
 - (e) All such time off under the provisions of Article 6 during an employee's regular working hours shall be without loss of pay. However, the Company may discontinue paying for such time off, if, in its opinion, the privilege of requesting such time off under any provision of Article 6 is being abused.
 - (f) When stewards are elected or otherwise appointed to such position, every effort shall be made by the Union to ensure adequate steward representation on all shifts and days of work.
- 6.8 Granting of any leave of absence under clauses 6.3 or 6.4 or 6.6 may be refused by the Company when the granting of the same would be unreasonable having regard to the requirements of operations.
- 6.9 The Company will provide space for a Union office equipped with desks, chairs, filing cabinets and a phone.
- 6.10 (a) The Company will provide the Plant Chairperson with forty (40) regular hours of pay per week to attend to Union duties. The Company will provide the President with eight (8) regular hours of pay per week to attend to Union duties. **The Company may approve the Vice-President time off without loss of pay to deal with the efficient and effective administration of the retirement enrolment process and new employee orientation. All such time must be requested in advance and is subject to Company approval.**
- (b) The Company will provide each Committee Person (Transportation, Warehouse, Equipment Service/Production/Fleet) with sixteen (16) regular hours of pay per week to attend to Committee duties. Such time shall be exclusive of the grievance process.
 - (c) The Company will provide the Union Health and Safety Committee Representative with eight (8) hours of regular pay per week, to attend to Health and Safety duties inclusive of all JHSC meetings.
 - (d) The Company will **recognize two** WSIB/Placement/**Substance Abuse Representatives. One of the Representatives will be on the day shift and receive** eight (8) hours of regular pay per week to attend to WSIB/Placement/**Substance Abuse** duties inclusive of all WSIB/Placement Committee meetings. **The second WSIB/Placement/Substance Abuse Representative will be on the afternoon shift and will be provided with paid time off as required to attend Placement Committee meetings and attend to WSIB/Placement Committee and Substance Abuse matters as required.**

- (e) The Company will provide the designated Skilled Trades Representative with time off without loss of pay on an as required basis to deal with Skilled Trades issues. The Skill Trades Representative will be allowed to attend one (1) day to make presentations and speak to Skill Trades issues at collective bargaining with the Company.

The Skilled Trades Representative is also the Union Steward for Skilled trades and will be inclusive of the total number of stewards indicated in article 6.12. The Company will provide the Skilled Trades Rep with time off without loss of pay as required to deal with Skilled tradespersons issues including skill trades grievances.

- (f) The Company will provide the **Time Study Representative (TSR)** with eight (8) hours of regular pay per week to attend **TSR** duties. The Company will determine how the (8) hours will be utilized on a weekly basis.
- (g) **The Company will recognize the appointment of a designated Human Rights Representative for the Brampton Facility. The Union will advise the Company of the name of such appointee. The Human Rights Representative will have full disclosure to investigations.**

6.11 It is understood that the taking of such time away from regular duties for each position referenced in clause 6.10 above shall be kept to a minimum and that permission will not therefore, be unreasonably withheld. In addition, positions referenced in clause 6.10 will first seek permission from his/her supervisor prior to conducting such duties and will notify his/her supervisor upon return to work.

6.12 UNION-MANAGEMENT MEETINGS

On a monthly basis, the President and Chairperson of the Union will meet with the Plant Manager and Distribution Centre Manager in the Brampton facility to discuss and review matters such as:

- **The current state of the business**
- **Projected workflow, volume trends and business forecasts**
- **Subcontracting & Job Security & Utilization**
- **Work standards, efficiency and productivity results**
- **Changes to delivery requirements such as customer requests for warehouse delivery**
- **Any other significant issues**

It is understood that the purpose of these meetings is to foster better communication between the parties. These meetings will not be used to replace other meetings or processes defined under the collective agreement including the grievance process.

6.13 The Union Stewards herein referred to shall be employees of the Company and shall not be greater than sixteen (16) in number. The Union will notify the Company in writing of the names of such stewards and Committee Persons (Transportation, Warehouse, Equipment Service/Production/Fleet) and will also notify the Company of the names of sixteen (16) alternate stewards who may only serve in the absence from work of a regular steward. The Company will not recognize any individual as a steward/Zone

Committee Person until it has received such notification from the Union. All stewards will be assigned to the departments that they work in and will only process grievances in their specific departments unless he/she is not available.

- 6.14 National Representatives of the UNIFOR shall be permitted to visit the Company's premises to carry out the business of the Union, provided that the representative makes an appointment and receives approval in advance with the Distribution Centre Manager or the Plant Manager or their designates, and indicates the approximate length of the visit. Such requests will not be unreasonably withheld.

ARTICLE 7 – GRIEVANCES

- 7.1 The parties acknowledge the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties' recognition of this principle has contributed stability and certainty to the grievance procedure. Accordingly the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violates the fundamental principles of collective bargaining.

However, in those instances where the National Union UNIFOR, by either its Executive Board, Public Review Board or Constitutional Convention Appeals Committee, has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative, the National Union UNIFOR may inform the Coca-Cola Refreshments Canada Company Labour Relations Director in writing, that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is specifically understood however, that the Company shall not be responsible for any liabilities which may have accrued from the date of the initial withdrawal of the grievance by the Union, up to and including the date on which the grievance is reinstated.

In addition, in those instances where the Company, by either its Director of Labour Relations or a Coca-Cola Refreshments Canada Company Executive member, has reviewed the disposition of a Company grievance and found that such disposition was improperly effected by the Company or a Company representative, the Company may inform the National Union UNIFOR in writing, that such Company grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred.

It is specifically understood however, that the Union shall not be responsible for any liabilities which may have accrued from the date of the initial withdrawal of the Company grievance, up to and including the date on which the grievance is reinstated.

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

- 7.2 (a) In this Agreement a "grievance" shall consist only of a difference concerning the interpretation, application, administration or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable.
- (b) Should any complaint or misunderstanding arise which is not a "grievance" as defined above and if the matter is not resolved with reasonable promptness, it may be taken up through the procedure provided herein for the hearing of grievances; it being understood and agreed, however, that such a matter shall not, under any circumstances, be taken to arbitration.

(c) 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.

7.3 A grievance shall not be considered where the grievance originated more than fifteen (15) working days after the employee and/or the Union became aware of the circumstances or ought reasonably to have been aware of the circumstances giving rise to the grievance. For the purpose of this Article, Public Holidays, Saturday and Sunday shall not be considered working days.

7.4 There shall be an earnest effort on the parties to this agreement to deal with grievances promptly; however, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Company and the Union.

7.5 A Steward shall be permitted reasonable time off work without loss of his/her regular pay for purposes of investigating and processing grievances. Such time off shall be granted within 24 hours, excluding Saturdays and Sundays, unless a Steward is available at work on Saturday or Sunday. The steward shall first seek permission from his/her supervisor and will notify his/her supervisor upon their return to work. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not, therefore, be unreasonably withheld.

7.6 INDIVIDUAL GRIEVANCE

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

Step 1

If a grievance is referred by an employee to his/her Steward and if that Steward considers that there may be a reasonable basis for the grievance, the employee and the Steward may refer the matter in writing on a grievance form provided by the union to the grievor's immediate supervisor or designate.

Step 2

If the grievance remains unsettled for three (3) working days after the time of its presentation at Step 1, it will, within a further three (3) working days be referred in writing to Step 2 by the Steward or the Zone Committee Person in sufficient detail to define the issue, to the appropriate Department Manager (or his/her designate). When a Step 2 meeting is held, the grievor and appropriate Committee Person (Transportation, Warehouse, Equipment Service/Production/Fleet) may be present. Step 2 meetings will be held on a weekly basis.

Step 3

If the grievance remains unsettled for three (3) working days after its presentation at Step 2, it may, within a further five (5) working days be referred in writing to Step 3. On a monthly basis, up to three (3) management representatives shall meet with the grievor, the Plant Chairperson, the appropriate Committee Person (Transportation, Warehouse, Equipment Service/Production) and Union President to discuss all grievances referred to Step 3. The Company's decision will be given in writing, with sufficient explanation, to the Plant Chairperson within **five (5)** working days after such meeting. Separate monthly Step 3 meetings will be held for Transportation, Warehouse and Equipment

Service/Production, **unless the parties otherwise mutually agree to a more beneficial practice.**

7.7 COLLECTIVE GRIEVANCE

Should a group of two (2) or more employees who have a grievance based upon the same provision(s) of this Agreement or upon similar facts desire to have such matter dealt with collectively rather than as individual grievances, they may, within fifteen (15) working days of the employees and/or Union becoming aware of the circumstances or ought reasonably to have been aware of the circumstances, present such matter in writing to the department manager, or designate, setting out sufficient detail to define the issue. Such grievance shall commence at Step 2 of the Grievance Procedure.

7.8 COMPANY/UNION GRIEVANCE

Should any grievance arise directly between the Company and the Union, it shall be presented in writing by either party to the other, within fifteen (15) working days of either party becoming aware of the circumstances or ought reasonably to have been aware of the circumstances, setting out sufficient detail to define the issue. An opportunity for oral discussion between the Committee Person (Transportation, Warehouse, Equipment Service/Production/Fleet) and the Plant Chairperson and up to two (2) representatives of management 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 ten (10) working days after the receipt of such submission. Such grievance shall commence at step 3 of the Grievance Procedure.

7.9 SUSPENSION OR DISCHARGE

(a) When an employee is to be suspended or discharged, such employee will be advised that he/she may, if he/she so wishes, have his/her Steward present for such meeting and the reasons for such suspension or discharge will be given. The Company shall afford the employee time to speak with the Steward prior to any meeting, provided such is requested by either the employee or the Steward. In any event, an employee who is suspended or discharged will be given an opportunity to discuss the matter with his/her Steward before leaving the Company's premises.

Such suspension or discharge shall be confirmed to the employee by the Company in writing and a copy of such letter will be sent to the Union's office.

(b) Any grievance relating to the suspension or discharge of any employee shall be submitted directly at Step 3 of the Individual Grievance Procedure within ten (10) working days of such suspension or discharge and not otherwise. In the event that it should be decided that the suspension or discharge of any employee is without just cause, the Company shall reinstate such employee and pay full compensation at the employee's regular hourly rate for time lost (to a maximum of forty (40) hours per week, plus any applicable shift premium) after written complaint against such suspension or discharge has been received by the Company. Upon such reinstatement, there shall be deemed to have been no break in such employee's service with the Company.

7.10 APPROPRIATE MANAGEMENT REPRESENTATIVE

The "appropriate management representative" as referred to in the grievance procedures shall be as follows:

Step 1 - Supervisor (or designate)

Step 2 - Department Manager (or designate)

Step 3 - Distribution Centre Manager or Plant Manager (or designate)

7.11 ARBITRATION

Should any grievance (as defined in clause 7.2 (a) hereof) arise which is not satisfactorily determined under the foregoing provisions, and should either the Union Chairperson (or designate) or the Company desire to carry the matter further, the matter shall then, by notice in writing given to the other party within ten (10) working days from the giving of the latest decision referred to above, be referred either by the Company or the Union Chairperson (or designate) to arbitration as provided for in Appendix "A" hereto. It is understood and agreed that complaints and misunderstandings as referred to in clause 7.2 (b) hereof, shall not be arbitrable.

7.12 MEDIATION

The Company and the Union agree that there is a mutual benefit to the mediation process that has been developed and endorsed over the past several years. As a result, in addition to the regular arbitration procedure provided for herein, the Company and Union Chairperson or designate may, by mutual agreement, refer a grievance (s) to a mediation process. This process does not prejudice either party's right to pursue such grievance (s) at arbitration. The mediator will be selected by mutual agreement and the parties will equally share the cost of the mediator. In an effort to better appreciate the benefits of mediation, the Company and the Union agree to fully disclose all relevant facts of the grievance at the third step meeting.

ARTICLE 8 – SENIORITY

- 8.1 (a) Seniority of an employee shall mean the length of his/her continuous service, after completion of the probationary period as outlined in Articles 2.3 and 2.4 with the Company in the Bargaining Unit covered by this Collective Agreement, except as provided in Articles 8.1 (b), (c), (d) and (e) below.
- (b) It is agreed that clause 8.1(a) above shall not be applied to alter any seniority date which has been established prior to the effective date of this Agreement.
- (c) An employee who is transferred from the Bargaining Unit to a job with the Company outside the Bargaining Unit may only return to the Unit to fill a vacancy which would otherwise be filled by a new hire. In such a case, the employee's seniority date would be the date on which he/she re-entered the Bargaining Unit.
- (d) An employee who transfers from another CCR location of the Company as a result of that employee's work being transferred to the Brampton location shall retain his/her seniority status at the Brampton location determined using his/her seniority date from the transferred facility provided that facility has a reciprocal agreement.
- (e) An employee who transfers from any location of the company as a result of that employee's work being transferred to Brampton who does not have a reciprocal agreement shall have his/her seniority standing at Brampton determined by using his date of hire at the Brampton location and his/her service date shall be maintained for purpose of vacation entitlement and Pension, if applicable. Upon the completion of a three (3) year period from his/her date of hire at the Brampton location, the employee shall have his/her seniority standing at Brampton recalculated by using his/her seniority date from the transferred location.

(f) Employees who transfer to the Company's Brampton location, as provided above, who have completed their probationary period prior to their effective date of transfer shall not be required to re-serve a probationary period at Brampton. Employees who transfer and who have not completed their probationary period shall be required to complete that period in accordance with the Collective Agreement but shall receive credit for days worked at his/her previous location.

8.2 (a) For the purposes of the Collective Agreement, there shall be one seniority list.

(b) A seniority list shall be maintained by the Company showing name and seniority date of each employee who has acquired seniority under this agreement. If two (2) or more employees are hired on the same day, the union will determine their seniority ranking by random draw. This list will be brought up to date every three (3) months. A copy of the updated list will be sent to the Union Office.

(c) The seniority list will be posted on the Union bulletin board for a period of five (5) working days. A new fulltime hire who appears on the list for the first time may question his/her seniority ranking if he/she disagrees with it.

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

(a) quits;

(b) is laid off for a period of twenty-four (24) months or more;

(c) is discharged and is not reinstated;

(d) fails to return to work on the expiration of any period of leave granted by the Company unless excused by the Company;

(e) is absent from work for more than three (3) consecutive working days without having notified the Company and received permission to be absent, which permission shall not be unreasonably withheld; or

(f) otherwise ceases to be employed by the Company.

8.4 In making transfers, promotions, demotions, layoffs and recalls, seniority shall govern, provided the employee can satisfactorily fulfil the normal requirements of the job.

Lead Hands may be utilized in the Skilled Trades, Equipment Service, Fleet Warehouse and Production Departments. Such Lead Hands will technically direct and co-ordinate the work of employees under the direction of his/her Supervisor/Manager. However, they shall not have the authority to schedule, hire, suspend, dismiss or discipline employees. Lead Hands shall receive a premium of 0.80 cents per hour.

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

8.5 (a) When a regular full-time job is declared vacant, the Company shall post a notice of such job vacancy on the bulletin board for a period of seven (7) calendar days. During that period, an employee may make written application for and receive written confirmation of the vacant job and all such applications will receive consideration in accordance with the provision of clause 8.4 hereof. The job posting will state the function, shift, hours of work and rate of pay. **The Company will post all new postings on a Monday and successful applicants will be notified within fourteen (14) days.**

- (b) In the event that a vacant position which has been filled on a temporary basis should continue to be required for a period in excess of six (6) months, such position will thereupon be considered as a “permanent” position and shall then be posted as provided for herein, unless the vacancy is to cover illness or an approved leave of absence.
- (c) **In an attempt to resolve a dispute as to whether a position is vacant the Company will meet with the Union to discuss the reasons why the position is not required.**

- 8.6
- (a) The Company will post the senior successful applicant within five (5) working days of the close of the posting period.
 - (b) Job vacancies which may be created as a result of the selection of an employee under the provision of 8.5(a) and (b) hereof shall also be posted in accordance with the provisions of those paragraphs. A copy of each job posting and notice of successful applicant will be mailed electronically to the Bargaining Committee.

The successful applicant must accept the position. The sole exception to this is if the successful applicant applied for more than one position **at the time of the posting** and was successful in attaining more than one position. In this case the employee must choose which position.

- (c) If an employee was absent on vacation or on a Company approved absence for not more than one (1) month at the time of posting of a job for which he/she is qualified, he/she may apply for consideration for that job within five (5) days of his return to work, and if accepted by the Company, he shall then displace any employee previously selected to fill such vacancy.
- (d) In the event that the Company has no employee who can satisfactorily fulfil the normal requirements of a job vacancy, and if there is, at the time, no qualified employee on layoff who wishes to exercise the right of temporary transfer hereof, the Company may hire a new full-time employee to fill such vacancy. For employees who do not have the required training and AZ license to bid for a driving position, the Company will provide six (6) opportunities for these employees to attain the required training prior to hiring new full-time employees in the following manner:
 - (i) The Company will post for employees to fill the vacancy who do not have the required license or training;
 - (ii) The Company will provide the training opportunity for the successful candidate;
 - (iii) If the successful candidate does not pass the training, that will be considered one (1) of the six (6) training opportunities; and
 - (iv) The successful candidate who passes the training will not have access to Article 8.9. In the application of Article 8.6 (e) (i) this employee will also not be entitled to apply for another posting for twelve (12) months.

- (e) When an employee has received a change of job or shift assignment under the provisions of clause 8.6:

- (i) he/she shall not be entitled to apply for a posted vacancy during the following six (6) months, unless such job vacancy is in a wage bracket higher than his/her own **or the job vacancy is in the same job function on a different shift.**
 - (ii) if the change of job involved a transfer to a technical or highly skilled position (e.g. Equipment Service Trainee, Equipment Service Technician, Quality Control Technician, Syrup Maker), the employee will not be entitled to again apply for a job during the twelve (12) months following completion of the training period and/or certification.
- (f) While the intent of clause 8.6 is to provide employees with a means of expressing personal preference by seniority in the assignment of their regular duties, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.
- (g) The Company and the Union agree that the Syrup Maker, Quality Control, **In-Line Blow Mold Operator, Filler Operator and Shipper/Receiver** functions at Brampton require unique skills and in order to address the issue of maintaining the required skills in these areas, notwithstanding any provisions of the Collective Agreement, the Company and the Union agree that should the Company determine training is required in either of these areas, the following procedure shall be followed:
- (i) Employees apply to be trained in the function. The Union will encourage senior employees to apply for this posting;
 - (ii) Employees chosen by the Company for training as described above will be trained in these functions within six (6) months of applying; **and**
 - (iii) **The successful applicant must pass an appropriate aptitude test and successfully complete the prescribed course of Company training in order to be finally confirmed in role. The Unit Chairperson will be consulted in the creation of the aptitude test and training program.**

In the event the Company requires aptitude testing or prescribed training, for any existing or future functions, the Company will consult the Unit Chairperson prior to implementation.

- (h) In the event that a **full-time** employee is laid off within either of these functions, employees who have received the requisite training will be assigned to replace laid off employees.
 - (i) The Company and the Union agree that the Equipment Service functions require unique skills and that qualification testing for these functions are agreed to in the Appendix "C".
- 8.7 (a) It is understood and agreed that the provisions of clause 8.6 shall apply only in the case of "permanent" vacancies. However, when there is a temporary vacancy in the Department (including vacancies created by the addition of temporary shifts), and the Company expects such work to be available for a period in excess of forty (40) hours, the Company shall, when the requirements and

efficiency of operations will permit, make such temporary assignment available to qualified employees in the Department and then on a plant wide seniority basis. On completion of such a temporary assignment, the affected employee will revert to his/her regular job and/or shift, provided such work is available for him/her, or otherwise he/she shall be re-assigned having regard to his/her seniority and the provisions of this Agreement.

- (b) Employees who are likely to be subject to layoff will have the opportunity to receive such training as may be necessary to enable them to satisfactorily perform available work. An employee who has received such training shall not then be entitled to refuse an assignment to the position for which he/she has been trained. While the intent of this clause is to provide employees with a means of expressing personal preference for temporary assignments of reasonable duration, it is understood and agreed that it shall remain within the sole discretion of the Company to determine the number of experienced personnel required on any job or shift.
- (c) The intent of Article 8.7 is to utilize full time employees in Production and Distribution to minimize the effect of layoffs on employees and to assist business requirements.

8.8 The job posting will state the function, shift and rate of pay. For this purpose only, the following "functions" will be recognized.

Production

Principally Filler Operator
Principally Machine Operator
Principally Production Maintenance
Principally QC Technician
Principally Shipper/Receiver
Principally Syrup Maker
Stationary Engineer
Principally **Production Material Handler**
Principally Sanitation Operator
Principally In-Line Blow Mold Operator
Principally Reliever

Delivery

Principally Delivery Driver
Principally G Class Delivery Driver

Fleet

Principally Fleet Mechanic
Principally Forklift Repair Mechanic

Warehouse

Principally Battery Changer
Principally Cleaner
Principally Co2 Filler
Principally Warehouse Forklift/Tyguard
Principally General Duties
Principally Shipper/Receiver
Principally Order Builder
Principally Shunter
Principally Recycle
Principally Repack
Principally Special Build & Returns
Principally Checker

Equipment Service

Principally Service Technician
Principally Service Technician Trainee
Principally Cooler Delivery
Principally General Duties
Principally Shipper/Receiver

"Principally" shall not restrict an employee to the performance of only those duties commonly assigned to, or associated with, that job function. It is within the Company's sole discretion to assign any other duties to an employee as may be required given its business needs.

It is understood employees may be assigned any work on a daily basis that needs to be completed within his/her **function** and/or any other work outside of his/her **function** that the employee is qualified to perform. It is recognized that this is a key component to the effective and efficient running of the Company's business on a daily basis. Employees

performing duties associated with the above will be paid in accordance to Articles 22.4 and 22.5.

“Personal preference” – The Company reiterates that it is within its sole discretion to assign work. Although an employee may make a request for specific duties or use of specific equipment during a shift, “personal preference” shall not entitle an employee to bump within their function or within their duties.

8.9 DEMOTIONS

If, as the direct result of a reduction in the work force, one or more demotions should become necessary, it is agreed that the provisions of clause 8.4 hereof shall be observed. It is understood, however, that this clause 8.9 shall not apply in the case of an employee who is demoted as a result of his/her misconduct or his/her inability to satisfactorily perform the work required.

It is further understood that if, within three (3) months of receiving a promotion to a higher wage bracket, an employee requests to be relieved of his/her new responsibilities or is demoted due to his/her inability to satisfactorily perform such new duties, he/she shall be permitted to revert to his/her former position and in so doing may displace the employee who succeeded him/her in that position. An employee who displaces an employee as a result of these provisions will be unable to re-apply for a job posting, within the same wage bracket that he/she vacated for a period six (6) months, unless specifically approved by the Company.

8.10 LAYOFFS AND RECALLS

- (a) The Company shall first lay off temporary employees and then probationary employees. If further reduction of staff is required, the Company shall lay off **full-time** employees in accordance with the provisions of clause 8.4 hereof in reverse order of seniority. Records of Employment shall be automatically supplied to Service Canada for all employees who are on layoff in accordance with Service Canada requirements. The Company shall post a list of employees who may be impacted by layoffs for the upcoming three month period. The Company shall advise the Union of any changes that may be required to this list.
- (b) It is mutually agreed that for the purposes of administration of the foregoing paragraph, the term “in accordance with the provisions of clause 8.4” shall mean that the following procedure will be observed:
 - (i) any **full-time** employee for whom work is not available may displace the least senior employee within the same function, same shift (e.g. Sunday-Thursday midnights, Monday-Friday Days, Monday-Friday Afternoons, Tues-Sat Days) and same department, providing he/she has greater seniority;
 - (ii) the employee displaced in (i) above may then displace the least senior employee within the same shift in any department, providing he/she has greater seniority;
 - (iii) the employee displaced in (ii) above may then displace the least senior employee, within any shift, any department.
 - (iv) Should an employee be unable to displace the least senior employee due to an inability to satisfactorily fulfill the requirements of the job that

employee may displace the least senior employee for which they can satisfactorily fulfil.

Displacement can only occur in accordance with points (i), (ii), (iii) and (iv) above if the employee exercising displacement can satisfactorily fulfil the normal requirements of the job.

RECALLS

- (c) If an employee has been laid off from his/her job under clause 8.10(a), and recalled to his/her job, he/she will be subject to the following special rules, in accordance with the provisions of Article 8.4:
- i) Employees who, because of their seniority, were unable to displace another employee, will be recalled to his/her posted job in that week before other laid off employees who had displaced more junior employees in other jobs on other shifts.
 - ii) If additional employees are needed for recall, such recall shall take place from the employees in accordance with their seniority.
 - iii) If such recall is to a day/afternoon shift, it will be necessary for a recalled employee who is then working on a night shift to skip his/her next night shift so as to avoid a back-to-back shift.
 - iv) Employees must accept the recall assignments to which their seniority entitles them.
 - v) While employed on the job into which he/she displaced, the employee will only be entitled to unscheduled, end of shift overtime in the department where he/she is then working. However, he/she shall only be entitled to scheduled overtime in the department from which he/she was laid off.
- (d) An employee exercising the option outlined in (a) above shall not acquire seniority in the department to which he/she is transferred, but shall retain recall rights in his/her original department.
- (e) The Company shall maintain a list of employees (other than probationary or temporary employees). Such list shall show the seniority of such employees. A copy of the daily recall and layoff list will be provided to the Plant Chairperson. When employees are required for a vacancy of more than five (5) working days in a department, the layoff list will be examined and, to the extent of the number of the jobs available, the most senior employees listed therein will be recalled from transfer or layoff in accordance with the provisions of clause 8.4.
- (f) **It is understood that for Distribution Shift 1, telephone calls will be made between 7:00 AM and 9 AM.** All other departments telephone calls will be made in a three (3) hour call window that shall begin four (4) hours prior to the start of an employee's shift and end one (1) hour prior to the start of the shift. The Company **will** call employees only once in a twenty-four (24) hour period. **Employees who return a call back prior to the completion of the staffing requirements being fulfilled will be offered recall.** The Company shall maintain an automated record of such calls which will indicate the date, time and duration of the call being made. It shall remain the responsibility of the employee

to ensure that the Company has one principal up-to-date telephone number. In the event that an employee is unable to be reached by telephone, the Company will move to the next name on the recall list. If after three (3) consecutive attempts to recall the employee, the employee has not contacted the Company, the Company shall send a registered letter to the employee notifying them of the recall. Failure to respond to the registered letter within five (5) working days of receipt shall result in the employee's name being removed from the seniority list in accordance with Article 8.3 (e).

- (g) Notwithstanding anything herein contained, it is agreed that if a Delivery Driver, has not presented himself/herself for assignment of the day's work prior to his/her start time, he/she shall be considered to be unavailable for work at that start time and in such circumstances the layoff provisions set out above shall have no application. However, if work is available at a later start time in Distribution, which he/she is capable of performing satisfactorily and which would not result in the displacement of any other employee, then such work opportunity shall be assigned to him/her.
- (h) It is mutually agreed that an employee who would otherwise be on layoff may request that part or all of such layoff period be regarded as annual vacation time and be paid accordingly. The Company will honour such requests, provided that the employee has sufficient unused vacation entitlement to accommodate the request. The Company will not deny any vacation requests of any employee up to the number of employees laid off in the week.
- (i) Employees whose jobs are permanently discontinued will be allowed to exercise their seniority to displace a more junior employee, pursuant to Article 8 of the collective agreement. They will then lose recall rights to the discontinued job after having been laid off from it for a period of twelve (12) months.

The following constitute(s) a "permanent discontinuation" of a job:

- where the number of employees in a job function is permanently reduced; and/or
- there is a permanent change in the shift (scheduled days); and/or
- there is a permanent change in the start-time by more than thirty (30) minutes.

The Company will provide the Union and employee(s) one (1) week notice concerning the discontinuation.

In the event of a "permanent discontinuation" of a job, a **full-time** employee who is laid-off may:

- i) bump the least senior employee in any function, on any shift, in any department, providing he/she has greater seniority and possesses the skills and ability to perform the job; and
- ii) the bumped employee in (i) above may then bump the least senior employee in any function, on any shift, in any department, providing he/she has greater seniority, and possesses the skills and ability to perform the job.

iii) The process shall continue until the least senior employee is laid-off to the street.

(j) Recall of **Driver from Warehouse on Daily Layoff**

If work is not available at the beginning of a Driver's scheduled shift and they are displaced to the warehouse, within two (2) hours of the start of the Driver's shift start time the Company may offer him/her the opportunity to return to Delivery and take a route out. Should the Driver accept the route they are committed to up to two (2) hours of mandatory overtime in order to finish the route.

8.11 The Company will not unreasonably deny any request for time off during layoff. This is subject to the operational requirements of the business.

8.12 (a) LOST SHIFT MAKE-UP

In the event that a **full-time** employee (including a probationary employee) has been laid off for at least one (1) day during his/her scheduled work week, he/she shall have the option of displacing in the following order:

- (i) A temporary employee;
- (ii) An employee on overtime;
- (iii) The most junior employee in his/her department;
- (iv) The most junior employee in any department;

provided he/she is capable of satisfactorily performing the work required and provided that such shift is not scheduled to begin or end within eight (8) hours of the employees regular shift. Such work will be performed at regular straight time hourly rates plus any off peak premium if applicable. Employees who wish to be offered such work will be asked to sign a list maintained by the Department Manager indicating a desire to be called for such work. Only an employee who signs such a list will be called. Employees may add or delete their name from such list at their option.

(b) CONTACTING EMPLOYEES, LOST SHIFT MAKE-UP

In applying Article 8.12 the Company will advise the appropriate employees either by telephone or in person of the opportunity to work a substitute shift. Employees must either accept or refuse the substitute shift when offered. If the employee fails to answer the phone call, he/she will be bypassed as if he/she had refused and the supervisor will continue calling the next employee by seniority. However, if the supervisor is able to leave a message at the employee's phone number, the employee may return the call to that supervisor and may claim an available substitute shift if it is still available at the time of the return call.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

9.1 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) is deemed to have been performed in the same day on which the majority of hours are worked.

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

9.3 BASIC WORK WEEK

The basic work week for employees shall consist of either five (5) eight (8) hour days or four (4) ten (10) hour days. Temporary employees will be assigned work subject to the Letter of Agreement entitled "Temporary Employees" on an as-needed basis. The Company does not guarantee however, to provide work for any employee nor to maintain the work week or working hours presently in force. Employees on the eight (8) hour shift will be scheduled for five (5) consecutive days with two (2) consecutive days off. Employees on ten (10) hour shifts will be scheduled for four (4) consecutive days with three (3) consecutive days off and twelve (12) hour shifts will be scheduled consecutively. However it is recognized that the consecutive days off may overlap work weeks. Further this clause is not intended to guarantee two (2) or three (3) consecutive days off if changing the weekly shifts from one week to the next prohibits this.

9.4 TWELVE (12) HOUR SHIFTS

The Company may schedule twelve (12)-hour shifts if there are sufficient full-time employee volunteers from the **function** concerned. Employees will be advised of the shift schedule before volunteers are sought. In staffing such shifts, the employees will be permitted to select a particular shift within their **function** (or sub group if Delivery Driver) by seniority. Employees on a twelve (12) hour shift shall not participate in the procedures in Article 9.5, nor shall a twelve (12) hour shift job be subject to those procedures. The parties agree that hours of work on twelve (12) hour shift shall be three (3) consecutive 12 hour shifts and be deemed as forty (40) hours worked. Vacation and sick pay credits and lieu time shall be calculated in twelve (12) hour shifts shall receive a thirty (30) minutes unpaid lunch and three (3) fifteen (15) minutes breaks.

9.5 SHIFT PULL BACK

If the Company has need to use a temporary employee on a Sunday, Monday or Tuesday, such work will first be offered to **full-time** employees (including probationary employees) in that department who are not scheduled to work on that day. Such offer of work will be made on a seniority basis to such employees who are capable of satisfactorily performing the work required and provided such substitute shift is not scheduled to begin or end within 8 hours of the employee's regular shift. If a **full-time** employee accepts the Sunday, Monday or Tuesday work, he/she will be paid straight time and his/her previously scheduled shift for that week will be reduced by an equivalent number of days, starting from the last scheduled day of the week. If any employee hereunder works a combination of 8 and 10 hour shifts in a week and such combination results in work being performed in excess of 40 hours in the week, the employee shall not be paid at the overtime rate for such excess hours worked in the week. Employees who wish to be offered such work will be asked to sign a list maintained by the Department Manager indicating a desire to be called for such work. Only an employee who signs such list will be called. Employees may add or delete their name from such list at their option.

The Company maintains the right to use temporary employees who are required to replace employees who are on an unscheduled absence (sick leave, bereavement, late request for absence.)

9.6 CONTACTING EMPLOYEES

In applying Article 9.5 the Company will advise the appropriate employees either by telephone or in person of the opportunity to work a substitute shift. Employees must either accept or refuse the substitute shift when offered. If the employee fails to answer

the phone call, he/she will be bypassed as if he/she had refused and the supervisor will continue calling the next employee by seniority. However, if the supervisor is able to leave a message at the employee's phone number, the employee may return the call to that supervisor and may claim an available substitute shift if it is still available at the time of the return call.

9.7 OVERTIME PAY

- (a) Overtime at the rate of one and one-half (1½) will be paid for all hours worked in excess of an employee's eight (8), ten (10) or twelve (12) hour day. Notwithstanding the above, all work performed on a Sunday which is not a regularly scheduled shift shall be paid at two (2) times his/her regular hourly rate.
- (b) Every employee shall be paid at the rate of one and one-half (1½) times his/her hourly rate for all work performed by him/her and required by the Company on a sixth (6) shift in any week for those employees who are scheduled to work a five (5) day week, and on a fifth (5) shift in any week for those employees who are scheduled to work a four (4) day week. Every employee shall be paid at the rate of two (2) times his/her hourly rate for all work performed by him/her and required by the Company on a seventh (7) shift in any week for those employees who are scheduled to work a five (5) day week, and on a sixth (6) or seventh (7) shift in any week for those employees who are scheduled to work a four (4) day week.
- (c) Every employee shall be paid at the rate of two (2) times his/her hourly rate for all work performed by him/her and required by the Company on a day which is observed as a paid holiday under the provisions of Article 11 hereof.
- (d) **Employees on a temporary posting will be awarded overtime in the position they are temporarily posted to.**

9.8 BREAKS

- (a) Every employee will be allowed one (1) paid rest period of fifteen (15) minutes during each one-half (½) shift. Rest periods will be arranged as near the mid-point of each one-half (½) shift as possible. However, this is subject to Article 9.8(c) below.
- (b) Where it is anticipated that an employee will perform additional work required by the Company for a period of two (2) hours or more immediately following his normal work period of eight (8), ten (10) or twelve (12) hours, he shall be granted a rest period of fifteen (15) minutes, with pay, as close to the commencement of the additional work as is possible and shall be paid for the fifteen (15) minutes.
- (c) If the Company implements an eight and one-quarter (8.25) hours shift in production and/or warehouse, employees shall be allowed one paid rest period of thirty (30) minutes during the first one-half (1/2) shift and one unpaid rest period of fifteen (15) minutes in the second one-half (1/2) shift.
- (d) A thirty (30) minute unpaid lunch break is provided to employees who work away from the facility to be used at their discretion between the fourth and sixth hours of work. However, it is understood that consideration must be paid to customer service levels.

9.9 SCHEDULED OVERTIME

The Company will endeavour, in so far as the requirements and efficiency of operations will permit, to assign planned overtime work (i.e. overtime scheduled at least 24 hours in

advance) from the list of employees who applied on the overtime list on the following basis:

- (i) Such opportunity will first be made available on a seniority basis to those **full-time** employees who normally perform the work in the department to which such overtime is required.
- (ii) In the event that the Company's needs cannot be entirely satisfied in that manner, the overtime opportunity will then be made available on a seniority basis to all full time employees in the same department who are capable of satisfactorily performing the work required.
- (iii) Notwithstanding the above, should the Company's needs not be satisfied through the use of (i) and (ii) then planned overtime will be made available to qualified employees on a plant wide seniority basis.
- (iv) In the event that the Company's needs still cannot be entirely satisfied in (i), (ii) and (iii), then overtime opportunity will then be made to temporary or probationary employees assigned to the department.
- (v) In the event of a change in the number of employees required to fill the scheduled overtime, the Company shall first offer such assignment to those employees who signed the scheduled overtime list. If available, employees will be notified prior to leaving the facility, or in the recognized recall window as per Article 8.10 (f).

If overtime needs are not satisfied by the process above, or in the event that an overtime list is not posted, overtime will be deemed as a call-out which is by seniority within the Department.

9.10 UN-SCHEDULED OVERTIME

In the case of unscheduled overtime, other than overtime to be performed as a continuation of work in process, the Company will endeavour, in so far as the requirements and efficiency of operations will permit, to make such overtime available on a seniority basis to **full-time** employees on the following basis:

- (i) **full-time** employees in the department; and then
- (ii) to probationary and temporary employees in the appropriate department;

and who make themselves available and are still punched in on the clock, on Company time, when such overtime is to commence and who are capable of satisfactorily performing the work required.

If the unscheduled overtime work is for a pre-shift period the overtime shall be offered and assigned in the same manner as above to employees on that incoming shift.

9.11 OVERTIME LIST

It is understood that to facilitate the distribution of overtime work, employees may be required to indicate their desire for such assignments by signing an "employees available for overtime list". Employees who sign the list and confirm acceptance for overtime and then refuse to work the overtime on three (3) occasions within a three (3) month period shall be excluded for overtime for three (3) consecutive months from the last date of refusal. It is further understood that in the event that all overtime

requirements cannot be filled on a voluntary basis, such work may then be assigned (subject to applicable law) on a reverse seniority basis to those employees in the appropriate department who are capable of satisfactorily performing the work.

If an employee is on vacation for a week or more, he or she is not eligible for overtime work during that calendar week(s) (Sunday to Saturday) that his/her vacation is scheduled. In the event that an employee is on a single day or days vacation or lieu time he/she will be eligible for overtime provided that:

- a) the employee has notified the Company by signing the “employees available for overtime list”, or
- b) the employee has completed a ‘vacation overtime availability form’ in advance of leaving on vacation, or**
- c) the employee may notify the Company of his/her availability by leaving a message on the employee sick line.

9.12 CALL-OUT

Where an employee has left the Company’s Plant on completion of his/her day’s work and is then called by the Company and requested to return to work at a time before the commencement of his/her next 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 him/her outside his/her scheduled working hours at the rate of time and one-half (1½) times his/her hourly rate or four (4) hours’ work at his/her hourly rate, whichever is greater.

9.13 REPORTING PAY

An employee who reports for work at his/her scheduled time not having been previously notified to the contrary, shall be entitled to a minimum of four (4) hours pay at the rate of pay to which he/she would have been entitled for the work he/she had been scheduled to perform on that day, but it is agreed that he/she shall perform any suitable work for this four (4) hour period, if so required. If an employee is absent from work on their last scheduled work day, it will be presumed that he/she will be available for work on the following first scheduled work day, unless he/she advises the Company to the contrary. Therefore, should such an employee be unable to report by first scheduled work day, he/she must notify the Company to that effect prior to his/her scheduled starting time. 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 for work on that shift.

9.14 OVERTIME APPROVAL

All overtime to be worked by employees must be approved, in advance, by the Company.

9.15 SATURDAY AND SUNDAY PREMIUMS

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

For Saturday \$2.00
For Sunday \$2.25

for work performed by him and required by the Company, unless he is entitled under the other provisions of this Article to be paid at the rate of time and one-half (1½) or two (2) times his hourly rate, as the case may be, for work so performed by him and required by

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

ARTICLE 10 – OFF-PEAK PREMIUM

10.1 If a full time employee's shift hours are regularly scheduled between 5:00 p.m. and 5:00 a.m., then the employee shall be paid an off peak premium of \$1.00 per hour for each hour worked during this period. However, such premiums shall not be paid for any time worked in respect of which overtime premium is payable. For the purposes of this Agreement, such off-peak premium shall not be considered as forming part of an employee's regular hourly rate.

ARTICLE 11 – OBSERVED HOLIDAYS

11.1 (a) The following paid holidays will be observed by the Company for all full-time employees:

New Year's Day	Day After New Year's Day
Family Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Eve Day
Christmas Day	Boxing Day
New Year's Eve Day	1 Floater

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

11.2 The Holiday schedule for the life of this agreement shall be outlined in the Letter of Agreement Re: Scheduled Holidays. If an employee should be scheduled to have one of his/her regular days off on a day designated as a day to be observed as a holiday, that employee shall be allowed another day off with pay in lieu of the holiday with pay. For purposes of this Agreement, such lieu day will be considered as his/her holiday. The work week shall be reduced by the applicable number of holidays and hours. The employer further agrees not to switch employees back to 5 x 8 to alter this clause.

11.3 Each full-time employee who has completed his/her probationary period shall receive holiday pay for each such holiday, provided that he/she worked their entire shift on his/her last regular workday before the holiday, and worked their entire shift on his/her first regular workday after the holiday. An employee's holiday pay for each such holiday, shall be an amount equal to his regular hourly rate, multiplied by eight (8), ten (10) or twelve (12) hours as the case may be.

If, in the week in which the holiday falls, a full-time employee works in two (2) different wage **brackets**, he/she will be paid for the holiday at the wage rate in effect for the **wage bracket** in which he/she works on the day following the holiday.

11.4 A full-time employee who was absent on his last regular workday before and/or his/her first regular workday after the holiday will qualify for holiday pay (as set out in clause 11.3 above) if such absence:

(a) is paid for under the provisions of clause 12.1 hereof (bereavement pay), or

- (b) is paid for under the provisions of clause 12.2 hereof (pay for Jury or Witness Duty), or
- (c) has been approved by the Company, or
- (d) is due to a layoff which commenced not more than five (5) working days prior to the holiday or on the first work day after the holiday, provided, however, that such holiday pay shall not be payable if the employee is eligible for full or partial payment for the day on which the holiday is observed under any other clause of this Agreement or from any plan or fund to which the Company contributed (i.e.: the Company's Extended Group Insurance Plan, WSIB, Employment Insurance, Government Pension Plan, etc.)

11.5 A full-time employee required to work on a holiday shall be paid at the rate of two (2) times his/her regular hourly rate of pay for all hours worked and, provided he/she qualifies, shall also receive his holiday pay.

11.6 The Company will grant employees an unpaid leave upon request in recognition of religious holiday(s) observed by employees, or they may elect to use days of their vacation entitlement. Such request for the leave must be provided to the Company in writing no less than ten (10) working days prior to the leave taking place.

ARTICLE 12 – VACATION

12.1 (a) The vacation year shall be the calendar year including split calendar weeks at year's end.

(b) A **full-time** employee who has been employed less than one complete vacation calendar year shall be entitled either an accrued payout of vacation pay from the full-time date of hire to December 31 of that year or may elect, in writing, a two week leave of absence and receive accrued payment at such time.

(c) Temporary employees will receive 4% vacation entitlement.

12.2 Vacation entitlements will be taken in the year following that in which they were accrued. The length of vacation to which each employee will be entitled will be governed by the total length of his/her continuous service with the Company, and will be determined from the schedule in clause 12.3 below.

12.3 The amount of pay to which each employee will be entitled in respect of his/her vacation will be determined in accordance with clause 12.3 below. The earnings on which the calculation will be based shall be total earnings from the Company for the calendar year of service in respect of which the vacation is granted including any premium pay (overtime, night shift, etc) and pay for time not worked (vacation, observed holidays, sick pay, etc.)

Schedule of Vacation With Pay Entitlement

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

- 12.4 If a full-time employee's vacation pay, calculated on the basis of his regular hourly rate multiplied by forty (40) hours for each week of vacation to be taken, is greater than the amount entitled under clause 12.3 above, then the employee will be paid the greater amount; provided, that if the employee has worked in more than one wage bracket during the preceding year, the calculation shall be made using the then current rate for the lowest wage bracket; and provided further that if, during the year of service in which the vacation is granted, the employee has been absent from work (in the aggregate) for more than twenty-five (25) working days due to layoff, or for more than ninety (90) working days for any other reason than an absence on WSIB **or** WIB, then vacation pay shall be calculated only on the percentage basis set out in clause 12.3 above. If, during any year of service, an employee has been absent for more than ninety (90) working days, (other than absence on WSIB **or** WIB) he/she may, if he/she so wishes (but only to the extent permitted by law) waive one or more weeks of his/her vacation entitlement for that year without reduction in the percentage basis (only) vacation pay for which he/she qualifies.
- 12.5 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.
- 12.6 Should one or more holidays named in clause 11.1 hereof fall within the period of an employee's vacation he may, not later than 15 days before such vacation is to commence, request an additional day off, with pay, in lieu of each such holiday. Such lieu days shall be taken no later than October 31st of each year. The Company will arrange for the day(s) off at a time suitable to the employee. If an employee does not elect an increase in pay by 20% the employee will be granted time off in lieu of the holiday.
- 12.7 An employee may request in writing to have his/her vacation pay paid, immediately prior to his/her going on vacation, the vacation pay to which he/she is entitled.
- 12.8 (a) Employees who are entitled to either two (2) or three (3) weeks of vacation may take up to two (2) weeks vacation during the period between third Monday in May and the third Friday in September.
- (b) Employees who are entitled to either four (4) or more weeks of vacation may take up to three (3) weeks vacation during the period between the third Monday in May and the third Friday in September.
- (c) The list of summer vacations will be posted not later than March 15th of each year. Employees who selected vacation prior to March 15th and who were bumped by more senior employees, who also booked prior to March 15th, shall have until the finalized schedule to bump and book their vacation. The number of employees who are allowed to book vacations in any one week shall be

consistent in the period between the third Monday in May and the third Friday in September.

- (d) The vacation schedule will be finalized and a list of vacations posted on the union bulletin board not later than April 15th of each year. Subject to the provisions of clause 12.8 (g) hereof, the schedule will not thereafter be changed without the mutual consent of the Company and the Union. **By the first Monday following Labour Day, the Company will identify unused vacation that has not been booked, by department. The Company will provide a vacation planner for the remainder of the year and allow a one week selection period for employees to schedule their remaining vacation. If, after this period, the remaining vacation is not scheduled, the Company will schedule the remaining vacation for those employees.**
- (e) Subject to the limitation of clause 12.9 (a) and (b) and to the terms of clause 12.9 (g) hereof, preference with regard to the available vacation dates will be given in order of seniority.
- (f) For the purpose of determining the choice of vacation period (but for that purpose only), seniority shall be applied, within each department, by shift:

Production	Warehouse
Delivery	Equipment Service
Fleet	

For the purpose of vacation scheduling only, the individual Skilled Trades (Production Maintenance, Fleet Mechanic, Forklift Repair Mechanic and Stationary Engineer) and Equipment Service Technicians/Trainees shall be considered as individual departments.

There will not be more than one (1) Checker off on floaters, vacation and/or lieu time at any time. Nothing in this clause shall be construed as preventing the Company from granting vacation periods in excess of this number in its discretion.

- (g) Notwithstanding the other provisions of this clause 12.8, it is agreed that:
 - (i) if, following confirmation of the vacation schedule an employee receives, under the provisions of the job posting procedure, a change of job which places him/her on a different shift and/or in a different departmental grouping (as referred to in this clause 12.8), his/her transfer may then be delayed or the vacation period rescheduled in accordance with the prior preferences of employees already in the vacation grouping to which he/she is transferred, and
 - (ii) any vacation granted to an employee during a time when he/she is on temporary transfer to another job or shift shall be taken in accordance with the vacation schedule for the department/shift to which he/she is temporarily assigned and shall be subject to the prior preferences of the employees regularly assigned to such department/shift; provided, however, that if such temporary transfer is a mandatory reassignment by the Company to meet the needs of the business, every reasonable effort will be made to accommodate the affected employee's original vacation preferences.

- (iii) It is agreed that this clause 12.8 shall not be construed as preventing the Company from granting vacation periods in excess of the minimum periods set out above, if it believes the particular circumstances are such that this may be done without adversely affecting the requirements and efficiency of operations.

12.9 Every employee whose employment with the Company is terminated during the life of this Agreement shall be paid outstanding vacation accrued from the previous calendar year plus the applicable percentage of earnings from the current year, less any vacation previously taken in the current year.

Notwithstanding anything in this Article contained, an employee granted a leave of absence under the provisions of clause 6.5 hereof in any year of his/her continuous employment shall be granted and shall take a pro-rated vacation with pay in respect of the portion of that year during which he/she was not on such leave of absence.

ARTICLE 13 – LEAVES

13.1 In the event of the death of a full-time employee's wife, husband, child, father, mother, brother, sister, mother-in-law or father-in-law, that employee will be allowed three (3) consecutive working days off with pay. In the event of the death of an employee's grandmother, grandfather, grandchild, brother-in-law, sister-in-law, daughter-in-law or son-in-law, that employee will be allowed one (1) day off, with pay, to attend the funeral. It is further agreed that these provisions shall be interpreted to include step relatives and common-law spouses and same-sex partners. It is also agreed that the bereavement leave referred to above may be increased by up to two (2) days travel time if such additional time is warranted in certain circumstances and approval is obtained in advance of departure. This is subject to proof of travel.

13.2 A full-time employee who is called for jury duty or is required to attend in court as a subpoenaed crown witness shall be paid the difference between his/her juror's or witness fees and his/her regular straight time hourly rate for the regular hours missed, upon presentation to the Company of an official statement indicating the dates attended and the amounts paid.

13.3 Parental and Pregnancy Leaves shall be granted in accordance with the Employment Standards Act, Ontario.

ARTICLE 14 – LONG SERVICE LEAVE

14.1 In recognition of and appreciation for long association with the Company, each employee who during the life of this Agreement completes his 25th, 30th, 35th, 40th or 45th year of continuous employment with the Company shall, on completion of each such fifth year of employment, qualify for a Special Long Service Leave of two (2) weeks duration with regular pay.

Full-time employees who **are hired by** the Company **after** June 10, 2016 will not be eligible for the foregoing provision after that date.

ARTICLE 15 – SICK PAY

15.1 The following terms and conditions shall apply to sick pay for all full-time employees of the bargaining unit for each calendar year.

- 15.2 Employees absent from work due to illness shall be required to report such illness to their immediate supervisor, in advance, according to the procedures for reporting such absence established in the employee's department. Where excessive absenteeism occurs, the Company may require a doctor's certificate and such requirement shall be communicated to the employee in advance. **Employees on the first shift must call in to report their absence to the Company one (1) hour in advance of the commencement of their shift. Employees on all other shifts must call in to report their absence to the Company two (2) hours in advance of the commencement of their shift.**
- 15.3 (a) Every employee who has completed one or more years of continuous employment with the Company shall be entitled, in each year of the life of this Agreement, to payment for up to six (6) days of absence due to bona-fide illness, each day equivalent to eight (8) hours for a total of forty-eight (48) hours, (in the event that an employee commences work but becomes ill during the course of the day and does not complete his scheduled shift, such part day of absence will, for the purpose of this clause 15.2, be counted as one-half (1/2) day of absence due to illness). Such payments shall be in an amount equal to the employee's regular rate of pay as of the first day of the contract year and any unused credits shall be paid to the employee.
- (b) The sick pay credit of a employee who has not completed a full year of continuous employment with the Company shall be computed on the basis of a one-half (1/2) day credit for each completed month of continuous employment.
- (c) No payment shall be made under this clause 15.2 for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan, WSIB, Employment Insurance, Government Pension Plan, etc.).
- (d) Notwithstanding the foregoing, an employee scheduled for a 4 x 10 hour work week shall draw sick pay in units of eight (8) hours for each day of absence, up to the annual maximum of forty-eight (48) hours of paid absence due to illness.
- (e) Employees shall receive a payout of 100% of the balance of his/her accrued sick leave by March 1st of the following year.
- (f) An employee who achieves perfect attendance (i.e. takes no sick days) shall receive a payout of 125% of his/her accrued sick time. Such payment will also be made by March 1st. Perfect attendance excludes days lost due to Workers Compensation and any other approved leaves for bereavement, jury duty or other approved time off (e.g. vacation or statutory holiday pay.)
- 15.4 Where an employee is the victim of an accident while at work and suffers an injury requiring professional medical attention, the Company agrees that he shall suffer no loss of earnings on the day of the accident by reason of his necessary absence from work to receive such treatment.

ARTICLE 16 – SAFETY

- 16.1 The Company shall institute and maintain all precautions to provide every employee with a safe and healthy workplace. The Company shall comply in a timely manner with the

Occupational Health and Safety Act (OHSA), its regulations and all relevant laws. All standards established under these laws shall constitute minimum acceptable practice to be improved upon through recommendations from the JHSC.

- (a) 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.
- (b) The Joint Health and Safety Committee (JHSC) shall have two co-chairs; one from the Union and one from the Company, both of whom shall be certified members
- (c) The Company shall respond to all recommendations advanced by the JHSC within 21 days. The responses shall contain outlines identifying dates of completion, which representative is responsible for the recommendation, reasons why they were not completed and, reasons why the recommendation was rejected.
- (d) Each departmental committee representatives shall complete work place audits once every month. The audit shall take place at least one week prior to the monthly meeting and the audit findings will be forwarded to the department managers and JHSC members. The department managers, or their designates, shall then write work orders. Work orders shall indicate a timeline for completion and a copy shall be provided to the JHSC.
- (e) A certified Company representative and a certified Union representative shall investigate all critical injuries, as defined by the OHSA.
- (f) The Company shall furnish the co-chairs with information pertaining to health and safety issues. The Company shall promptly supply the results of any monitoring it conducts or causes to be conducted to the JHSC and shall post the results in a conspicuous place as soon as reasonably practicable thereafter.
- (g) During the absences of the Union co-chair, the Company shall recognize an alternate co-chair, from the JHSC as designated by the Union. The Union's designate shall then fill the resultant vacancy on the JHSC.
- (h) **Employees that have raised a safety concern in writing will receive a written response from the Company within seven (7) working days.**

16.2 To further the above-mentioned objectives, it is mutually agreed that **the** Joint Health and Safety Committee will be maintained and shall be comprised of six (6) members, one (1) of which will act as an alternate Union co-chair appointed by the Union and six (6) members appointed by the Company.

16.3 Joint Health and Safety Committee members shall receive training appropriate for their responsibilities and shall operate in accordance with written guidelines adopted by the Committee. The Company shall pay for the training of all Union members of the JHSC to maintain a level one classification. Similarly, the Union co-chair will maintain a level two classification. This training will be provided by a training provider as determined by the JHSC. The training levels are defined by W.S.I.B.

- 16.4 The Union members of the JHSC will receive the two hours with pay immediately prior to the JHSC meeting, in order to prepare for JHSC meetings. In addition to the above, the Committee members shall, during the life of this collective agreement, be afforded the necessary time off with pay, as required and agreed to by the Committee in order to attend to duties as prescribed by the OHSA in force as of July 30, 2001. The two co-chairs shall alternate the chairing of the meetings and the preparation of the minutes of the meetings.
- 16.5 All temporary and new employees will receive health and safety training that is relevant to their job function.
- 16.6 The Company will meet with the JHSC to discuss a Hazard Prevention Program and safety awareness crew talks. **The Company will discuss any changes to the Safety Program with the JHSC prior to implementation. Such changes will also be discussed with the Union as a standing agenda item for the Union-Management Meetings (as per Article 6.12).**
- 16.7 Company will provide training matrixes for all employees by departments by February 1st of each year to the JHSC.

ARTICLE 17 – WORK CLOTHING

- 17.1 (a) Every employee to whom work clothing is provided for under this Article shall wear such uniform during his/her working hours and must clean and maintain such clothing. All such clothing worn shall be the current uniform issue only. To facilitate this, full-time employees shall be allotted points which they can use to select items of work clothing on an annual basis.
- (b) The Employee may use his / her points to select items from the table below, subject to and inclusive of the yearly requirements. Excess points may be used by the employee at his / her discretion.
- (c) There shall be no carry over of unused points.
- 17.2 Full time employees shall receive annually 230 points for Work clothing (exclusive of safety footwear). The work clothing will be issued each Spring for Production, Warehouse and each Fall for Distribution, Fleet and Equipment Services.
- 17.3 In addition to the above noted point allocation, the following **functions** shall receive the following allotments:
- Service Technicians/Drivers. – One (1) Parka **or** One (1) Rain/Wind Suit or one (1) three in one jacket in Year 1 of the contract.
- QC Technician – Three (3) lab coats in Year 1 of the contract.
- Warehouse Department** – One (1) Parka in Year 1 of the contract.
- Skilled Trades **and Battery Changer** – Up to Eleven (11) Coveralls in Lieu of Shirts and Pants (to be cleaned by the Company) in Year 1 of the contract, One (1) Parka in Year 1 of the contract.

- 17.4 Temporary employees shall receive a Company clothing issue of five (5) t-shirts and will be required to purchase pants and or shorts in accordance with the Company uniform standards.
- 17.5 New full-time employees will be issued work clothing as soon as practical and such issue will be a full year's entitlement as set out above but must include at a minimum five (5) trousers or up to five (5) shorts (shorts cannot be worn as a production worker), four (4) shirts long or short sleeve, one (1) ball cap or toque, and four (4) t-shirts or two (2) t-shirts and one (1) sweatshirt.
- 17.6 To meet the required safety standards, all such footwear must have steel toe caps and puncture resistant soles (green patch) and **meet Company Safety Footwear Guidelines**. Any additional safety footwear purchased for at work wear must meet the same specifications.

Any employee who qualifies for safety footwear will be provided with an authorization card to be redeemed for up to one hundred and seventy-five (\$175.00) toward the purchase of approved footwear (and if required insoles) from a supplier chosen by the Company. Cards will be provided to eligible employees at the same time as they receive their uniform issue.

Probationary employees are required to purchase their own approved safety footwear and will receive a reimbursement of one-hundred and seventy-five dollars (\$175.00) on successful completion of their probationary period and appointment as a **full-time** employee.

Temporary employees are required to provide their own approved safety footwear. However, if a temporary employee is accepted as a **full-time** employee, he/she will, on reclassification or on completion of his/her probationary period, whichever is later, will receive a reimbursement of one-hundred and seventy-five dollars (\$175.00).

- 17.7 The point values for work clothing shall be as follows:

Article	Point Value
Pleated Pants	20
Non-pleated Pants	20
Shorts	20
Cargo Shorts	25
Cargo Pants	30
Long Sleeve Shirt	20
Short Sleeve Shirt	20
T-Shirts	10
Golf Shirt	20
Vest	30
Coveralls	40
Rain/Wind Pants	30
Rain/Wind Jacket	60
Lab Coat	30
Ball Cap	10
Toque	10
Sweat Shirt	30
3-in-1 Jacket	100
Parka	70

Company will provide cotton uniforms (T-Shirts and Sweat Shirts) on receipt of a medical certificate.

- 17.8 The Company will work in collaboration with the Women's advocate to provide for the opportunity to provide input into an appropriate women's uniform issue.

ARTICLE 18 – TOOL REIMBURSEMENT

- 18.1 Stationary Engineers, Fleet Maintenance and Production Maintenance employees shall maintain their own tool kits. Upon presentation of an original receipt for expenses, the Company will reimburse employees in the above **functions** up to a maximum of **one thousand five hundred (\$1,500) for the duration of the term of the Collective Agreement (as defined in Article 26)** for the purchase, repair or replacement of required work tools.
- 18.2 The Company will provide to every new Equipment Service Technician and Equipment Service Technician Trainee a standard set of necessary job related tools. Thereafter, upon presentation of an original receipt for expenses, the Company will reimburse each Equipment Service Technician up to **seven hundred and twenty dollars (\$720) for the duration of the term of the Collective Agreement (as defined in Article 26)** from which they may replace worn, broken or lost work-required tools.

ARTICLE 19 – OPERATIONAL CHANGE

- 19.1 (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 **functions** or creating new job **functions** or which would result in the layoff of any **full-time** 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 he/she formerly received, he/she shall continue to be paid at his/her former rate of pay until the job rate for his/her new **wage bracket** equals his/her former rate.
- (c) If a **full-time** employee should be displaced from his/her 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 him/her to receive such training.
- (d) In the event of a plant closing or sale, any employee who then has seniority standing shall:
- (i) be given preferential hiring rights (for a period of their seniority following such closing) at any other plant at which the Union holds bargaining rights and has a reciprocal transfer agreement; provided, however, that such employee can satisfactorily fulfill the normal requirements of the job which is so made available to him/her. Once so relocated, such employee shall

carry full seniority with him/her into the new plant to the extent permitted (if any) by the Collective Agreement at the new location.

- (ii) If he has more than five (5) years seniority, be offered employment by seniority in the comparable seniority group at other Ontario plants (if the Union holds bargaining rights and/or has a reciprocal transfer agreement with another union at the time of the offer);
 - (iii) If he has less than five (5) years seniority, be given preferential hiring rights (for a period of eighteen (18) months following such closing) in the comparable seniority group at other plants in Ontario, provided, however, that such employee can satisfactorily fulfil the normal requirements of the job which is so made available to him/her (if the Union holds bargaining rights and/or has a reciprocal transfer agreement with another union at the time of the offer.)
- (e)
- (i) Should any major operation currently being performed by the bargaining unit be transferred from Brampton (whether in connection with a full facility closure or not) to another Company location within a fifty (50) mile radius of Brampton, then **full-time** employees who performed the moved work at Brampton immediately prior to the move, will, as an alternative to any seniority rights they have within the bargaining unit, have the opportunity to transfer to the new location, provided the employees can satisfactorily fulfill the normal requirements of any job available at the new location.
 - (ii) Should more employees wish to transfer hereunder than the number permitted under the selection shall be made by seniority.
 - (iii) Employees moving under (i) shall maintain their Company service for pension and vacation entitlement purposes.
 - (iv) Employees moving under (i) shall be deemed to have completed their probationary period at the new location. Their seniority at the new location will be determined in accordance with the provisions which may be in effect at that facility. Where, under those seniority provisions, transferring UNIFOR employees have the same seniority date, their relative seniority standing at the new location will be determined by reference to relative seniority standing in the UNIFOR bargaining unit prior to the move.
 - (v) If the location to which the work is moved is a non-union facility, and if the employees transferred under this provision represent a majority of employees at the new location, the Union will be recognized as representing all employees in a like bargaining unit at such location and the terms and conditions of this Agreement will be deemed to apply to them for the balance of its duration.
 - (vi) If, as a result of the movement of work in (i), a **full-time** employee does not immediately have the opportunity for regular full time employment at either the new location or Brampton, such employee will be entitled to elect an enhanced severance provision. The enhanced severance shall be a lump sum of \$20,000 for employees with five or fewer years of service; \$30,000 for employees with 6 to 10 years of service and \$40,000

for employees with more than 10 years of service. The above severance provisions are inclusive of any entitlements under the Employment Standards Act. Employees electing to receive this severance provision will immediately forfeit any and all seniority, benefit and/or employment rights at any and all Company facilities. For the purposes of determining an employees "service date" the date used to determine their vacation eligibility will be utilized.

- (vii) The Company will, in addition to the above, offer a voluntary early retirement incentive Package under the pension plan. Pursuant to this Package, a specified number of employees in the bargaining unit who have attained a minimum age 55 and whose combined age plus years of service equals 80 or more at the time of the movement of work will have the opportunity to retire and receive an enhanced supplementary benefit.
 - (viii) The number of employees who will have this opportunity will not exceed the difference between the number of new full time openings at the new location and the number of employees who performed the moved work at Brampton immediately prior to the move. Preference for electing the Package will be determined by seniority. Under this Program, employees who, at the time they voluntarily choose to retire, have attained a minimum age 55 and whose combined age plus service equals 80 or more will receive a supplementary benefit for each year of ERP plus UNIFOR credited service. The benefit level will equate to the amount of the supplementary benefit in effect at the time of layoff. The benefit will be payable from the retirement date until attainment of age 65. In addition, in such cases, both the basic benefit and the supplementary benefit will be unreduced. For employees who volunteer to retire under this Program, these provisions shall replace those contained in paragraph 6 of the Employees' Retirement Plan Letter of Agreement.
- (f) Should any major operation currently being performed by the bargaining unit be transferred from Brampton (whether in connection with a full facility closure or not) to another Company unionized location within a radius of one hundred (100) miles (but greater than fifty (50) miles) then **full-time** employees who performed the moved work at Brampton immediately prior to the move, will, as an alternative to any seniority rights they have within the bargaining unit, have the opportunity to transfer to the new location, provided the employees can satisfactorily fulfill the normal requirements of any job available at the new location. Employees moving shall maintain their Company service for pension and vacation entitlement purposes. Also employees moving shall be deemed to have completed their probationary period at the new location. Their seniority at the new location will be determined in accordance with the provisions of the collective agreement which are in effect at that facility.
- (g) Should any major operation currently being performed by the bargaining unit be transferred from Brampton (whether in connection with a full facility closure or not) to another Company location not covered by a collective agreement within a radius of one hundred (100) miles (but greater than fifty (50) miles) then the junior employees laid off, as an alternative to any seniority rights they have within the bargaining unit, may be entitled to elect one of the following options:
- (i) maintain recall rights for a period of twenty-four (24) months or more as per Article 8.3 (b); or

- (ii) be given preferential hiring rights (for a period of eighteen (18) months) in the comparable seniority group at other UNIFOR plants in Ontario, provided, however, that such employee can satisfactorily fulfill the normal requirements of the job which is so made available to him/her; or
 - (iii) elect an enhanced severance provision. The enhanced severance shall be a lump sum of \$20,000 for employees with five or fewer years of service; \$30,000 for employees with 6 to 10 years of service and \$40,000 for employees with more than 10 years of service. The above severance provisions are inclusive of any entitlements under the Employment Standards Act. Employees electing to receive this severance provision will immediately forfeit any and all seniority, benefit and/or employment rights at any and all Company facilities. For the purposes of determining an employee's "service date" the date used to determine their vacation eligibility will be utilized; or
 - (iv) By seniority offered, accept a position at the location to which the work is transferred. Employees moving shall maintain their Company service for pension and vacation entitlement purposes.
- (h) If the Company intends to close the Brampton facility during the life of this Agreement, it will provide the Union with one hundred and fifty (150) days' notice thereof to permit the parties to meet and discuss the closure and ways to minimize the effect of same on members of the bargaining unit.

ARTICLE 20 – WORK OF BARGAINING UNIT

- 20.1 Excluded personnel will not normally perform work customarily performed by employees in the bargaining unit, except:
- (a) as a result of emergency conditions,
 - (b) for the purposes of demonstration, training, PLC programming/ troubleshooting,
 - (c) when a **full-time** employee is not available due to being late for work or absent from work and a suitable replacement is not immediately available.
 - (d) **Excluded personnel will not normally perform work customarily performed by employees in the bargaining unit, except when the requirement of supervisory personnel is needed to assist and facilitate the completion of SOX compliance issues, spot checks and recounts (where necessary). Such assistance will not lead to a lay-off or reduction in force of Checkers.**
- 20.2 The Company agrees that if the contracting out of any work normally performed by employees in the bargaining unit would result in the layoff of any **full-time** employee, the Company will meet with the Union at least ten (10) days to discuss ways and means of reducing the impact of such change on the employee(s) to be affected.
- 20.3 When there is a change to a delivery model for a particular customer, such as direct delivery to a customer warehouse or direct delivery to a third party warehouse, the Company will provide the Union with ten (10) days advance notice in writing prior to implementation or as soon as possible in the event the Company is not aware of this change ten (10) days in advance or prior if practical.

- 20.4 Any full time employee who is permanently laid off due to subcontracting shall be entitled to severance pay and shall receive two (2) week's severance for each full year of service completed to a maximum of forty-eight (48) weeks.

The Company will offer severance packages equal to the number of positions being eliminated by the subcontracting. These packages shall be offered by seniority within the bargaining unit. A senior employee, who is retirement eligible, may:

Exercise his/her right to retire and will be eligible for severance, in which case, the employee will cease to be an employee and the employee's name shall be removed from the seniority and recall list.

The employees whose actual jobs are being subcontracted will exercise their rights pursuant to Article 8.10(i). In the event that there are an insufficient number of senior employees who are prepared to accept severance and retire, following the completion of the resulting posting and bumping process, then the most junior full-time employee who ultimately is permanently laid off as a result of subcontracting will be entitled to the severance outlined above.

In the event of skilled trades work being permanently laid off due to subcontracting, employees affected will first offered the opportunity to severance. Any remaining severance opportunities will be by seniority.

These severance payments are inclusive of any and all payments owed notice or pay-in-lieu of termination, termination pay and severance pay under the *Employment Standards Act, 2000* as amended, or any other applicable law.

ARTICLE 21 – HEALTH INSURANCE PLANS – FULL-TIME EMPLOYEES

- 21.1 (a) It is agreed that, subject to any future legislation affecting such matters, the Company's Extended Group Insurance Plan (which provides Life, Major Medical, Weekly Income and Dental Care Benefits) will be in force during the life of this Agreement.

- Life Insurance:
Coverage of \$60,000
- Accidental Death & Dismemberment
Coverage of \$120,000 (single coverage)
- Weekly Income Benefits:
The Weekly Income Benefits will be sixty-six and two-thirds (66-2/3%) percent of regular straight time earnings to a maximum of six hundred and fifty dollars (\$650) per week, up to a maximum of thirty-nine (39) weeks.
- Dental Care Plan:
The Dental Care Plan will provide a calendar year maximum Preventative/Major Treatment benefit per individual of two thousand dollars (\$2,000) and a maximum Orthodontic Treatment benefit lifetime limit of three thousand dollars (\$3,000) per child.

- Annual Maximum:
An annual maximum of \$20,000 is provided for drugs and other eligible expenses combined,
- Prescription Drug Coverage:
The prescription drug benefit provides for reimbursement of one hundred percent (100%) of eligible expenses.
- Supplemental Medical Plan:
The Vision Care benefit will provide a maximum reimbursement of two hundred and seventy-five (\$275) paid per insured family member in each twenty-four (24) month period. Such amount may be applied to laser eye surgery.

Provide coverage for reasonable and customary charges for one (1) vision exam in each twenty-four month period.

Coverage for Speech Pathologist of seven hundred and fifty dollars (\$750.00) paid per calendar year.

Coverage for Psychologist of four hundred dollars (\$400) paid per calendar year.

Coverage for Chiropractic of three hundred and fifty dollars (\$350) paid per calendar year.

Coverage for Osteopath/naturopath/Podiatrist three hundred and fifty dollars (\$350) paid per calendar year.

(b) Long-Term Disability Plan

The Company's Long Term Disability Plan shall be as follows:

1. The Weekly Income Benefit coverage maximum benefit period is thirty-nine (39) weeks. The Company will pay 100% of the revised W.I.B. premiums.
2. The Long Term Disability Insurance program for all full-time employees includes the following features:
 - (a) The benefit is based on 66-2/3% of regular straight-time earnings in effect at the time disability commences, up to a maximum monthly benefit of two thousand eight hundred dollars (\$2,800).
 - (b) Benefits will be payable monthly, after a qualifying W.I.B. period of thirty-nine (39) weeks of continuous absence due to "disability", and will continue as long as "total disability" lasts, up to age sixty-five (65), or until the employee elects retirement, whichever comes first.
 - (c) "Disability" will mean an incapacity which prevents the employee from performing his/her regular duties during the qualifying W.I.B. period of thirty-nine (39) weeks and the following L.T.D. benefit period of one hundred and four (104) weeks. If still disabled after a combined benefit period of one hundred and forty-three (143) weeks, disability is

then considered total if it prevents the employee from performing any work for which he/she is reasonably qualified by education, training or experience.

- (d) Benefits payable under the L.T.D. plan will be reduced by the amount of disability income benefit, if any, payable by the Canada/Quebec Pension Plan (primary benefit only) or by WSIB. The policy shall include such limitations and restrictions as are usually found in L.T.D. policies.
- (e) Participation in the L.T.D. plan will be mandatory for all eligible employees on completion of the probationary period. Coverage is effective on the date the employee becomes eligible, provided he/she is at work on such date. If the employee is absent from work on the date of eligibility, L.T.D. coverage will not become effective until he/she returns to active employment.
- (f) Pre-existing conditions are not covered unless the employee, after becoming insured, has been actively working for three (3) consecutive months with no absence related to the pre-existing condition.
- (g) The Company shall pay 100% of the L.T.D. premium.

3. During the one hundred and forty-three (143) week benefit period referred to in point 2(c) above, the Company will continue in force the Life, Supplemental Medical and Dental Care Benefits referred to in Article 21 of the Collective Agreement.

- (c) The Company will continue to pay the full premium for Life, Supplemental Medical Coverage, the Weekly Income Benefit, LTD and Dental Care for all full time employees who have completed their probationary period. It is further agreed and recognized by the parties that the Company will provide the foregoing benefits through an Insurance carrier and will, in no circumstances, be considered as the insurer, and will be obliged hereunder only to pay the premiums for the foregoing benefits.
- (d) Employees who transfer to Brampton from other locations of the Company shall, for the purposes of the foregoing benefits be deemed to have unbroken service and any maximum entitlements, or other matters shall continue to apply, uninterrupted.

21.2 It is further agreed that, in consideration of improvements contained in this Agreement, 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".

21.3 If a delay in receipt of payment by the WSIB or WIB payment **has been greater than ten (10) business days, from the date the completed claim forms have been submitted to third party for processing**, he/she may **request** a pay advance of up to seven hundred and fifty dollars (\$750) per week, to a maximum of three thousand dollars (\$3,000). Such advances are to be repaid to the Company within thirty (30) days of the notification of the claim being **approved or rejected**. **The employee must sign the Company's pay advance acknowledgment repayment form indicating repayment**

of three hundred dollars (\$300) weekly until the advance is reimbursed in full. Appropriate forms outlining these conditions shall be supplied by the Company.

It is understood that the process of pay advance may be used in situations where an employee receives a government issued certificate of Quarantine (i.e. SARS etc.)

ARTICLE 22 – WAGES

22.1 (a) The Wage Brackets and the hourly wage rate applicable to each such Wage Bracket, as set out below, shall apply to other than temporary employees and shall be maintained during the life of this Agreement.

	Year 1 \$500 Full-Time	Year 2 1.9%	Year 3 1.9%
<u>Wage Bracket 1</u> Class 'G' Delivery Driver	\$22.34	\$22.76	\$23.20
<u>Wage Bracket 2</u> Checker	\$24.19	\$24.65	\$25.12
<u>Wage Bracket 3</u> Machine Operator Order Builder Warehouse Forklift/Tyguard Driver Production Material Handler Shunter Battery Charger Co2 Filler Cleaner General Duties Recycle Repack Special Build & Returns Reliever	\$28.33	\$28.87	\$29.42
<u>Wage Bracket 4</u> Sales Equipment Service Trainee	\$28.54	\$29.08	\$29.63
<u>Wage Bracket 5</u> Filler Operator Sanitation Operator	\$28.61	\$29.15	\$29.71
<u>Wage Bracket 6</u> Shipper/Receiver	\$29.16	\$29.71	\$30.28
<u>Wage Bracket 7</u> QC Technician Syrup Maker In-Line Blow Mold Operator	\$30.12	\$30.69	\$31.28

<u>Wage Bracket 8</u> Delivery Driver Cooler Delivery	\$30.19	30.76	31.35
<u>Wage Bracket 9</u> Sales Equipment Service Person	\$30.25	30.82	31.41
<u>Wage Bracket 10</u> Stationary Engineer (Class 3)	\$30.69	31.27	31.87
<u>Wage Bracket 11</u> Stationary Engineer (Class 2)	\$31.72	32.32	32.94
<u>Wage Bracket 12</u> Fleet Maintenance Forklift Mechanic	\$34.44	35.09	\$35.76
<u>Wage Bracket 13</u> Production Maintenance	\$36.39	\$37.08	\$37.79
<u>Temporary Rates</u> Warehouse/Production Driver	\$18.42 \$23.34	\$18.42 \$23.34	\$18.42 \$23.34
Union Executive Bargained Time Hourly Wage	\$31.98	\$32.59	\$33.21

(b) As per Appendix C re: Equipment Service Technicians and Trainees, the Wage Scale for an Equipment Service Trainee shall progress as follows:

	Year 1	Year 2	Year 3
Successful completion of Module 1 - Coolers	\$28.97	\$29.52	\$30.08
Successful Completion of Module 2 - Venders	\$29.39	\$29.95	\$30.52
Successful Completion of Module 3 - Fountain	\$29.82	\$30.39	\$30.97
Successful completion of Module 4 - Major Fountain	\$30.25	\$30.82	\$31.41

(c) The wage Scale for a Production Maintenance Apprentice shall be as follows:

- 1st 1000 hours – not less than 65% of the journeyman’s wage rate
- 2nd 1000 hours – not less than 70% of the journeyman’s wage rate
- 3rd 1000 hours – not less than 75% of the journeyman’s wage rate
- 4th 1000 hours – not less than 80% of the journeyman’s wage rate
- 5th 1000 hours – not less than 85% of the journeyman’s wage rate
- 6th 1000 hours – not less than 90% of the journeyman’s wage rate
- 7th 1000 hours – not less than 95% of the journeyman’s wage rate
- 8th 1000 hours – not less than 95% of the journeyman’s wage rate

(d) Where an employee is required as a helper on a truck, then he shall be paid at a rate of \$1.50 per hour less than the rate of the driver.

- 22.2 It is understood and agreed that the Company, in hiring any new full-time employee, may pay him/her:
- (a) until the commencement of the first week following the completion of his probationary period, at a rate of three dollars seventy-five cents (\$3.75) per hour less than the job rate of the job to which he is assigned, and
 - (b) thereafter and until the commencement of the first week following the completion of his subsequent three (3) months of continuous employment, at a rate of one dollar seventy-five cents (\$1.75) per hour less than the job rate of the job to which he is assigned, and
 - (c) at the job rate of the job to which he is assigned.
- 22.3 Where an employee is temporarily transferred to a job which carries a higher rate of pay than the job from which he was transferred and provided that he remains in such higher rated job for a period of more than one (1) consecutive hour, he shall be paid at the higher rate for time worked in such higher rated job.
- 22.4 Where an employee is temporarily transferred to a job which carries a lower rate of pay than the job from which he was transferred, and while work is available for him from the job from which he was transferred he shall continue to be paid at the higher rate. Where, however, there is no work available for him in the job from which he was transferred, he shall be paid at the rate of the job to which he was transferred.
- 22.5 In all cases of permanent transfers, the transferred employee will be paid the rate of the job to which he was transferred.
- 22.6 The wage scale for employees Wage Bracket 3 shall be as follows:**

<u>Starting rate</u>	Anniversary After Being Made Full-Time		
	<u>First</u>	<u>Second</u>	<u>Third</u>
76% of the Full Job Rate	84% of the Full Job Rate	92% of the Full Job Rate	Full Job Rate

ARTICLE 23 – SOCIAL JUSTICE FUND

- 23.1 The Company will contribute two cents (\$.02) per hour per employee to the C.A.W. Social Justice Fund. Such monies will be paid on a quarterly basis into a trust fund established by the CAW - Canada, and sent by the Company to the CAW Social Justice Fund, Box 897, Port Elgin, Ontario, N0H 2C0.

ARTICLE 24 – PAID EDUCATION LEAVE

- 24.1 The Company agrees to pay into a special fund four cents (\$.04) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies will be paid on a quarterly basis into a trust fund established by the CAW - Canada, and sent by the Company to the CAW Paid Education Leave Program, Box 897, Port Elgin, Ontario, N0H 2C0.

- 24.2 The Company further agrees that, provided approval is sought and obtained at least thirty (30) days in advance of such absence, members of the bargaining unit, selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary. Said leave of absence to be intermittent over a twelve (12) month period from the first day of leave.
- 24.3 Employees on Paid Education Leave will continue to accrue seniority and benefits during such leave.

ARTICLE 25 – SKILLED TRADES

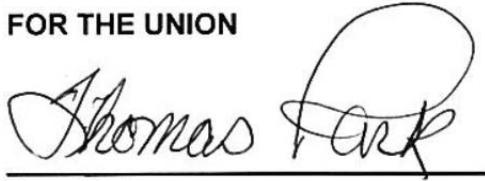
- 25.1 Skilled Trades shall comprise members who have either been licensed in a trade, served a bona fide apprenticeship of four years or 8000 hours, or grandfathered into positions for which licenses are required (journeyman/woman). All “Production Maintenance Employees” must possess either a valid “millwright” or “electrician” licence or ten (10) years Company skilled trade’s experience
- 25.2 The following positions shall form Skilled Trades:
- Principally Production Maintenance
 - Principally Fleet Mechanic
 - Principally Forklift Repair Mechanic
 - Stationary Engineer
- 25.3 Proof of certification by the Ministry of Education and Training (or any appropriate government entity) is required before an employee can be recognized as a member of Skilled Trades. This does not apply to that employee who, although not licensed, has been grandfathered into his position as a result of previous arrangements with the Company.
- 25.4 A Skilled Trades Committee, comprised of two representatives from the Union, one of whom shall be the Skilled Trades Steward and two members from the Company’s management will meet every six months.
- 25.5 The Company agrees to deduct one-half (1/2) hour of Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council, and these dues shall be deducted in January.
- 25.6 Job Descriptions for the positions set out in 25.2 will be developed, and the Skilled Trades Steward shall have input in these descriptions.

ARTICLE 26 – DURATION


- 26.1 **This agreement shall be effective from the date of ratification and shall terminate at midnight on the second Friday in June, 2019. Either party may give the other party notice of renewal and/or amendment of the agreement at any time within 90 days prior to the expiry of this agreement.**

DATED AT BRAMPTON, ONTARIO THIS 30th DAY OF September, 2016.

FOR THE UNION



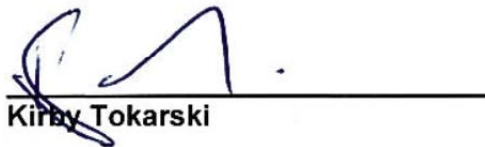
Tom Park



Ryan Farson



Don Warner



Kirby Tokarski



Mike Egan

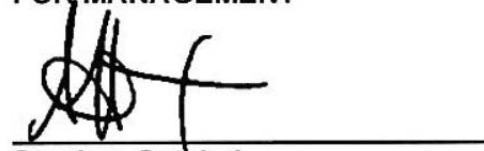


Les Brown

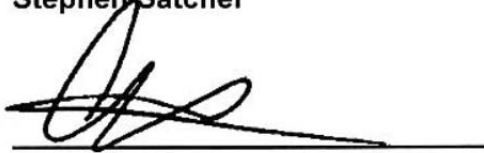


Tom Dattilo

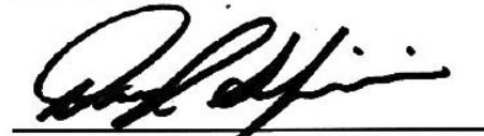
FOR MANAGEMENT



Stephen Satchel



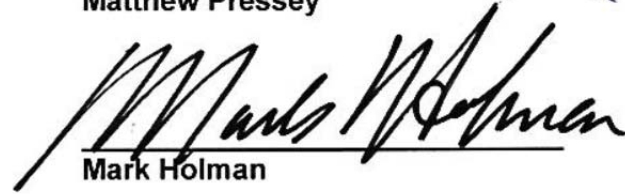
Colin Murdoch



Darryl Serafini



Matthew Pressey



Mark Holman



Byron Anderson



José Alonso

APPENDIX A: Rules of Arbitration

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 his/her impartiality, his/her qualifications in the interpretation of agreements and his/her 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 fifteen (15) working days of the date of notice of arbitration, then the parties shall make joint application to the Ontario Ministry of Labour for a list of arbitrators and shall proceed with the selection of an arbitrator under the provisions of the Ontario 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 Brampton, in the Province of Ontario.
2. In any arbitration:
 - (i) in the case of an Individual Grievance, the written representations of the employee made at Step 3 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. In any arbitration hereunder the presumption shall be until the contrary shall have been proven that the provisions of this Agreement have been complied with.
4. The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement or to substitute his/her opinion or judgement for that of the Company; provided, however, that this restriction is in no way intended to limit the scope of action provided to the arbitrator under Section 37(8) of the Ontario Labour Relations Act with respect to grievances concerning discharge or discipline.
5. Each party to an 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.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

APPENDIX B: Equipment Service

A. Sales Equipment Service Technicians and Trainees

Notwithstanding any of the provisions of this 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 ("Service Technician") and Sales Equipment Service Trainee ("Trainee").

1. Candidates for a posted job vacancy as a Service Technician shall:
 - (a) successfully **pass** an appropriate aptitude tests prior to appointment; and
 - (b) **have worked previously as a qualified service technician in the EQS department; and/or hold certification as a Refrigeration and Air Conditioning Mechanic; and**
 - (c) **be prepared to undertake and successfully complete a prescribed course of company sponsored training; and**
 - (d) hold a valid, appropriate driver's license.
2. Candidates for a posted job vacancy as a Service Technician Trainee shall:
 - (a) **successfully pass an appropriate aptitude test prior to appointment; and**
 - (b) **be prepared to undertake and successfully complete a prescribed course of company sponsored training outlined in section 'D' of this Appendix (Training Matrix for Equipment Service Trainee); and**
 - (c) **hold a valid, appropriate driver's license**
3. Should an employee fail to successfully complete the appropriate aptitude tests then he/she will be restricted from re-writing such test for a period of six (6) months.
4. The successful candidate for a posted vacancy in the position of Service Trainee or Service Technician will be appointed to that position on the condition that the employee undertakes such training as the Company may require.
5. 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. In such event the employee shall revert to his/her former position and in doing so may displace the employee who succeeded him/her in that position.
6. A Sales Equipment Service Trainee may, within three (3) months of appointment to such position, elect to revert to his/her previous job and, in so doing, may displace the employee who succeeded him/her in such job. Additionally, the Sales Equipment Service Trainee may only be displaced from the Sales Equipment Service Trainee position, pursuant to the seniority provisions of this collective agreement, if the person exercising his/her seniority is immediately qualified to perform the work of a Service Technician.
7. The training program referred to herein will be organized by the Company and/or equipment suppliers and on-the-job training, and will follow the Letter of

Understanding Re: Training Matrix for Equipment Service Trainee. Trainees will be elevated to the Service Technician position, once they have successfully completed the training program and the technician written test. Once reclassified, he/she shall be paid the Service Technician rate. He/she must remain in the position of Service Technician for a minimum period of one (1) year after being reclassified unless the Company agrees otherwise.

8. In the event that the Company has no employee who can;
 - a) meet the requirements for a vacancy as 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 fulfill the requirements of the vacant position.

B. Equipment Service Temporary Work

The Service Department may from time to time require additional help to assist with special projects. These projects are temporary in nature and do not require a technical skill set. Employees performing such work will not be required to take the Sales Equipment Service tests and/or training as expressed in the Letter of Intent regarding Sales Equipment Technicians and Trainees.

Such assignments will not exceed a period of six (6) months and the compliment of employees to do such work will not exceed five (5) at any given time.

The general tasks associated with this temporary duty assignment include items such as replacing lenses and decals, cleaning condensers, replacing selection button ID's, helping Technicians and other non-technical as may be assigned.

C. Equipment Service Trainees

In the event that a current Service Technician gives notice of retirement during the life of this Collective Agreement, and if the Company deems it necessary to backfill this position, the vacant position will be posted as "Equipment Service Trainee." **If there is a dispute as to whether a position is vacant the company will meet with the Union to discuss the reasons why the position is not required.**

D. Training Matrix for Equipment Service Trainee

Before being classified as a Service Technician, an 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 Service Technician.

- (c) A trainee may choose to fast track and write a test prior to the completion of the sectional training. If so, he will only be allowed additional training if he failed (with a mark of between 55% and 64%) and time limits will not be extended. The trainee must spend at least the route ride time with a technician prior to writing any tests.

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 in the implementation of this or any amended training matrix.

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

Coolers:

- Route rides with a Service Technician 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 technician may meet him at the call to assist.
- At the end of the eight (8) weeks, the trainee may write the Coolers test and, if successful, will receive an incremental wage increase and move onto the Vendors section of study.

Vendors:

- Route rides with a Service Technician for four (4) weeks.
- Rides alone for eight (8) weeks working on Coolers and Vendors calls and calls into supervisor if he encounters problems. A Supervisor and/or a qualified technician may meet him at the call to assist.
- The trainee shall write the Vendors test at the end of the twelfth (12) week and if he chose not to write the Coolers test at the end of that section, must also write it at this point. If successful, the trainee will receive an incremental wage increase and move onto the Fountains section of study.

Fountains:

- Route rides with a Service Technician for six (6) weeks.
- Rides alone for eight (8) weeks working on Cooler, Vendor and Fountain calls and calls into supervisor if he encounters any problems. A Supervisor and/or a qualified technician 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. If successful, the trainee will receive an incremental wage increase and move onto the Major Equipment section of study.

Major Equipment:

- Route rides with a Service Technician for six (6) weeks.
- Rides alone for eight (8) weeks working on any service calls and calls into supervisor if he encounters any problems. A Supervisor and/or a qualified technician 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. If successful, the trainee will be reclassified as a Service Technician and receive wages in accordance with the provisions of the Collective Agreement.

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 and the Union agree that each trainee will spend a minimum of two (2) weeks with the installation crews.
- 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 Service Technician.
- Service Technicians who prefer to work from the facility can elect to do so.
- If the Equipment Service vans are available and no Service Technicians are available to perform the overtime, that overtime may be offered to other employees who can satisfactorily perform the work in accordance with Article 9.
- Overtime list, job postings and other employee communications will be sent to Service Technician via the mobile device.
- A technician's paid shift time will start at the time of his/her first scheduled call (i.e. start time) or after 30 minutes of travel to his/her first scheduled call, whichever comes first.
- **Once during the life of this contract the Company will develop a list of shifts for the Equipment Service Technicians who will have the opportunity to choose their shifts in seniority order. No other function will have access to this shift selection.**

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

APPENDIX C: Special Terms and Conditions for Manufacturing 24/7 scheduling

I. 3x12 Work Week (Friday, Saturday, Sunday)

The Company may schedule employees to work three (3) twelve (12) hour shifts to provide coverage in Manufacturing. Employees will be paid for forty (40) hours when they work all three scheduled shifts. Employees who do not work all scheduled shifts will only be paid for hours worked. These shifts will be posted in accordance with Article 8.5.

II. 4x12 Work Week (Monday, Tuesday, Wednesday, Thursday)

The Company may schedule employees to work four (4) twelve (12) hour shifts to provide coverage in Manufacturing. These shifts will be four (4) consecutive twelve (12) hour shifts. Employees will be paid at straight time for the first forty (40) hours, and time and one-half for the following eight (8) hours. Employees who do not work all scheduled shifts will only be paid for hours worked. These shifts will be posted in accordance with Article 8.5.

III. Special Terms and Conditions

Given the special circumstance and unique nature of these shift configurations, the following terms and conditions shall apply:

These employees will be provided three (3) thirty (30) minute breaks. Of these ninety (90) minutes, seventy-five (75) will be paid. No breaks will be scheduled in the last thirty (30) minutes of any shift.

3.5 (a) (v) When an employee is called into a meeting to be given a verbal or written warning, suspended or discharged, the steward shall be present. The reasons for such warning, suspension or discharge will be given at the time of the warning, suspension or discharge and will also be confirmed in writing. For full time employees, such discipline shall be issued within ten (10) ~~fifteen (15)~~ working days of the discovery of the alleged offence. Any discipline issued after ten (10) ~~fifteen (15)~~ days will be null and void, unless the union agrees to a time limit extension. The Company will provide a copy of the disciplinary letter to the Plant Chairperson and steward. A discharged employee will be given the opportunity to meet privately with his/her steward before leaving the premises.

7.3 A grievance shall not be considered where the grievance originated more than ten (10) ~~fifteen (15)~~ working days after the employee and/or the Union became aware of the circumstances or ought reasonably to have been aware of the circumstances giving rise to the grievance. ~~For the purpose of this Article, Public Holidays, Saturday and Sunday shall not be considered working days.~~

7.6 Employees will be allowed to attend only Step 1 of the grievance process. In the event of a suspension or discharge, employees will be allowed to attend without pay.

7.7 COLLECTIVE GRIEVANCE

Should a group of two (2) or more employees who have a grievance based upon the same provision(s) of this Agreement or upon similar facts desire to have such matter dealt with collectively rather than as individual grievances, they may, within ten (10) ~~fifteen (15)~~ working days of the employees and/or Union becoming aware of the circumstances or ought reasonably to have been aware of the circumstances, present such matter in writing to the department manager, or designate, setting out sufficient detail to define the issue. Such grievance shall commence at Step 2 of the Grievance Procedure.

7.9 SUSPENSION OR DISCHARGE

(b) Any grievance relating to the suspension or discharge of any employee shall be submitted directly at Step 3 of the Individual Grievance Procedure within six (6) ~~ten (10)~~ working days of such suspension or discharge and not otherwise. In the event that it should be decided that the suspension or discharge of any employee is without just cause, the Company shall reinstate such employee and pay full compensation at the employee's regular hourly rate for time lost (to a maximum of forty (40) hours per week, plus any applicable shift premium) after written complaint against such suspension or discharge has been received by the Company. Upon such reinstatement, there shall be deemed to have been no break in such employee's service with the Company.

8.10 LAYOFFS AND RECALLS

Employees who are laid off from a Manufacturing twelve (12) hour shift will exercise their seniority rights as per Article 8.10. These twelve (12) hour workers will be provided two (2) weeks advance notice of shift change. The posted twelve (12) hour employees will be recalled to his/her twelve (12) hour shift when the work is required.

In the event of lay-off less than one week, employees from all other departments will not be permitted to exercise any seniority provisions of Article 8 and lay-off/bump/displace this shift configuration for any reason

8.12 (LOST SHIFT MAKE-UP) shall not apply.

9.4 (TWELVE HOUR SHIFTS) shall not apply.

9.5 (SHIFT PULL BACK) shall not apply.

9.7 OVERTIME PAY

(b) Every employee on a 3x12 shift pattern shall be paid at the rate of one and one-half (1½) times his/her hourly rate for all work performed by him/her and required by the Company on a fourth (4th) shift in any week. Employees on a 3x12 shift shall be paid at two (2) times his/her hourly rate for all work performed on further shifts (fifth, sixth and seventh). In order to qualify for such double time, employees on a 3x12 schedule must have previously worked an overtime shift on a scheduled day off at time and one half.

Every employee on a 4x12 shift pattern shall be paid 2X (double time) his/her hourly rate for all work performed by him/her and required by the Company on a fifth, sixth, seventh (5th, 6th or 7th) shift in any week. In order to qualify for such double time, employees on a 4x12 schedule must have previously worked all their scheduled shifts.

9.13 REPORTING PAY

An employee who reports for work at his/her scheduled time not having been previously notified to the contrary, shall be entitled to a minimum of one half (1/2) of the shift ~~four (4) hours~~ pay at the rate of pay to which he/she would have been entitled for the work he/she had been scheduled to perform on that day, but it is agreed that he/she shall perform any suitable work for this one half (1/2) shift ~~four (4) hours~~ period, if so required. If an employee is absent from work on their last scheduled work day, it will be presumed that he/she will be available for work on the following first scheduled work day, unless he/she advises the Company to the contrary. Therefore, should such an employee be unable to report by first scheduled work day, he/she must notify the Company to that effect prior to his/her scheduled starting time. 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 for work on that shift.

- 11.1 (a) Employees assigned to manufacturing 3x12 and 4x12 shifts will be paid twelve (12) hours straight time base pay for each statutory holiday (but will not be given time off in lieu). For those who work on the Statutory Holiday, overtime provisions shall apply.

Manufacturing 24/7 Spares List

Annually prior to April 15th, the Company shall request volunteers for separate Manufacturing 24/7 Spares Lists for 3x12 and 4x12 shifts. Only qualified employees will be put on the spares list from the Warehouse Department. An employee who signs up for the Spares List shall not refuse an assignment in Manufacturing. Article 8.7(a) will not apply to Manufacturing 24/7 3x12 and 4x12 shifts.

Employees on the Spares List may be used to backfill WIB/LTD/WSIB, parental leave, and full week vacation days booked prior to April 15 vacation deadline.

Employees will be offered the opportunity to sign up for the Spares List, once the Company announces its intention to initiate Manufacturing 24/7 3x12 and 4x12 shifts.

The Spares list will identify the 4 different shifts which will represent 4 different commitments. Priority ranking.

LETTER OF INTENT #16 (SEVEN (7) DAY OPERATIONS) shall not apply.

WIB/LTD – no change 3 day trigger

Pension/Benefits – For the purposes of determining credited service under the pension plan, the hours paid to team members working the Manufacturing 3x12 shift will be considered as straight-time hours, to a maximum of forty (40) hours per week. Therefore, each hour worked by the Manufacturing 3x12 shift shall be equivalent to 1.111 compensated hours under the provisions of the Pension Plan, giving these team members the ability to accrue full pensionable hours in the calendar year.

For the purposes of determining credited service under the pension plan, the period of continuous service as a Manufacturing 3x12 shift employee shall be determined as the ratio of (i) to (ii), where:

(i) is hours the Member is compensated by the Company while assigned as a Manufacturing 3x12 shift employee. Any hours of pay in excess of the regularly scheduled weekend work, where such overtime hours of pay are at a premium rate are computed as straight-time hours; and

(ii) is 1,750 hours.

This ratio shall be rounded to the nearest one-tenth of a year and shall not exceed one.

In the event the Company wishes to introduce a Manufacturing 24x7 schedule for any other area of the facility the Company shall provide the Union thirty (30) days advance warning. A Manufacturing 24x7 schedule shall not be implemented unless both parties agree to such in writing.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

APPENDIX D: Skilled Trades

Further to Article 25, the Company believes that its Skilled Trades employees have always been a valued and integral part of the workplace. To this end, it has always worked collaboratively with those employees and will continue to do so. It also agrees that it is appropriate to recognize the significant contribution these employees make to the Company.

In an effort to deal with any dispute that may arise from any member of Skilled Trades, the Company agrees that a Skilled Trades Representative shall be elected from among the Skilled Trades. It is agreed that the Skilled Trades shall be subject to the grievance procedure outlined in the Collective Agreement. The Skilled Trades Representative shall represent any Skilled Trades employee who asserts that his/her rights under the Collective Agreement have been violated. The Company and the Union resolve that they will, at all times, work co-operatively towards the resolution of any such dispute.

Planning/New Technology

The Company shall meet monthly with the Skilled Trades Representative to discuss projected workload regarding installation, maintenance, fabrication, repair, and service work of existing or new equipment. Where possible an agenda will be submitted in advance.

Items which may form a part of the agenda shall include, but are not limited to: plant efficiency, downtime, productivity, potential training needs for the maintenance department, review and discuss SAP PM, MAXIMO, new technology and/or equipment, review the list of contractors and the effectiveness of such contractors, without prejudice to management rights.

Apprenticeship

It is agreed that there needs to be an efficient joint Maintenance apprenticeship program in keeping with industry standards. The Company and Union have developed a procedure for selecting the appropriate Apprentice Candidate. The Company commits maintaining at least one apprentice through the life of the current Collective Agreement. The wage scale for an apprentice is outlined in Article 22.

Utilization

As part of its recognition of the value that Skilled Trades employees bring to the Company when such work is required to be performed Skilled Trades will be given the first priority to do such work provided that they are capable of performing such work, consistent with scheduling practices and operational needs. The Plant Chairperson and Skilled Trades Representative will be notified prior to when contractors will be working in the Plant unless there is an emergency.

If outside contractors are brought in to perform specialized work, and the knowledge of the work being performed is valuable to the Company's ongoing maintenance requirements, where it is practical to do so, Skilled Trades employees will be assigned to complement the project or perform work associated with the task. Where practical, discussions will take place with the Skilled Trades Representative and the Plant Chairperson, when such opportunities exist.

Layoff and Recall of Skilled Trades Employees

When a Skilled Trades employee is on layoff from their function and consideration is being given to outside contracting work, and this work has been customarily performed by the Skilled Trades, this Skilled Trades employee will be given first priority to do the work, provided they can perform the available work.

Skills Matrix and Training Commitment

The Company and the Union agree that a well trained and flexible workforce is beneficial to operations and to the tradesperson.

Management will provide training to the skilled trades to assist them in the performance of the work they customarily perform. When new technologies are brought into the plant, the skilled trades will be provided training to make them capable of adapting to the new or changed work.

The Company is in the process of developing a Skills Matrix and Training Program, the purpose of which is to create an inventory of the technical skills and competencies that are needed in the production maintenance department. The Company will have discussions with its skilled trades people so that these employees can provide their assessment of their current ability to repair, troubleshoot and maintain equipment. The result of this analysis will enable the Company to better target its future training programs and improve the skills of its tradespersons.

The Skills Matrix will be finalized and presented to the Union within one-hundred and twenty (120) days from the date of ratification. The Company may revise its Skills Matrix and Training Program in the future that best meet the future operational needs of the business.

The Company will:

- Provide Seamer training for two (2) production maintenance tradespersons in 2016-17;
- Over the life of the collective agreement, the Company will provide twenty-four (24) trades administered training opportunities on Matrix identified machinery. One tradesperson will be chosen to train four (4) individuals over a one (1) week period, this will be considered four (4) training opportunities.
- The Company will meet with the Union in the last quarter of 2017 to advise of additional Training Programs which will be available to Skilled Trades employees in 2018 in conjunction with Company initiatives.
- identify employees who will receive the following training in each year of this Agreement: one (1) production maintenance tradesperson will receive PLC and/or basic electrical specific training In each year of this agreement; and
- One (1) tradesperson will train three (3) tradespersons over the life of the collective agreement related to changeovers

Should the training needs change over the life of the Collective Agreement from those committed to above, the Company and Skilled Trades Representative may agree to alter these commitments.

It is recognized that changeover work is not exclusively a function of tradespersons.

Brampton Maintenance Apprenticeship Plan

Coca-Cola Refreshments Company Canada (CCRCC), Brampton and UNIFOR local 973 agree that the following is the procedure for the MAINTENANCE APPRENTICE TRAINING PROGRAM referred to in the Skilled Trades letter of agreement in conjunction with the Ontario Ministry of Training, Colleges and Universities. A joint Company and Union committee will be formed, comprised of equal number of members from each party, to oversee this process.

MAINTENANCE APPRENTICE SELECTION PROCESS

- a) A job posting notice is posted as per Article 8.
- b) The applicants from the posting will be assessed according to the following minimum criteria:
 - i) Absenteeism is satisfactory to the company;
 - ii) A clean discipline record over the previous 18 months (no written warnings or greater);
 - iii) Grade 12 education or GED with documentation required.

Previous relevant experience and/or formal training/courses will also be assessed and taken into account, but will not be a minimum requirement. Applicants are required to provide proof of such experience and/or formal training.

Preference will first be given to full-time employees.

- c) Of the employees who meet the minimum requirements under section (b), the committee will determine the number of employees who will undergo a series of aptitude tests on their own time. The test will be conducted in conjunction with Peel Career Assessment Services and there will be an associated passing grade for each test.
- d) Of the applicants who successfully pass the aptitude tests, the committee will select those with the highest cumulative score on the aptitude tests, evaluation of high school education and evaluation of previous related training to proceed to a panel interview consisting of two Union members and two Managers. The panel will score the interview answers and then the combined score for the interview and aptitude testing will be used to determine who will proceed to the final interview. If there are no candidates that satisfactorily meet the criteria under this process, the committee will reconvene to discuss next steps including a review of external candidates.
- e) The final interview will consist of the Union President and the Plant Manager and will be based on an interview scoring sheet.

If after the final interview the scores are equal, the final tie breaker shall be seniority.

- f) The successful candidate will be awarded the apprenticeship position.

TRAINING

- a) The apprentice will be trained in accordance with the Ontario Ministry of Training in conjunction with a recognized college.

- b) The apprentice may choose whether he/she would like to attend “day release” schooling or “block” schooling and may choose a recognized college where he/she will go to school.
- c) The apprentice will not receive pay from the Company while attending school. The apprentice, subject to eligibility requirements, may apply for EI benefits for the period of time when he/she is attending “block” schooling.
- d) If the apprentice chooses “block” schooling, it is anticipated the apprentice will spend the first year of the program on the job. Training at college will begin after this first year and will most likely follow the block of schedules below:
 - i: Yr 1: 0
 - ii: Yr 2: 8 week block
 - iii: Yr 3: 10 week block
 - iv: Yr 4: 10 week block
- e) The Company will pay for tuition and books once the apprentice submits receipts.
- f) Should the employee be required to repeat one or more courses, the employee will cover those costs.
- g) The apprentice will be responsible for travel to and from college and any parking fees.
- h) The employee will be required to attend classes and maintain a satisfactory attendance record as prescribed by the school during the blocks of schooling.
- i) The Committee shall have the authority to cancel the apprenticeship agreement with the apprentice at any time for cause pertaining to his/her apprenticeship such as inability to learn on-the-job, failure to pass course material, unsatisfactory work, lack of interest in his/her work or education, poor attitude and/or failure to follow instructions, particularly safety procedures that the apprentice has been trained on and has signed off on. This will be a joint review but the Company will have the final decision.
- j) An apprentice who exits the program for any reason other than a medically validated reason will be required to reimburse the Company for all tuition and books. This person will return to their ‘pre-apprentice’ posted shift to a vacancy if one exists. If no vacancy exists, he/she will displace the junior employee on their posted shift. All displacements will occur provided the employee is capable of satisfactorily performing the work.
- k) Upon completion of the apprenticeship program the applicant will be required to write and pass the Provincial Journeyman’s Certification exam. Should the apprentice not receive their trade license from the Ministry of Training, Colleges and Universities within one year of completing the program they will return to their ‘pre-apprentice’ posted shift to a vacancy if one exists. If no vacancy exists, he/she will displace the junior employee on their posted shift. All displacements will occur provided the employee is capable of satisfactorily performing the work.
- l) Once the apprentice passes the provincial exam and becomes a journeyman, if he/she chooses to leave the journeyman function or leave the company within 3

years of attaining the Journeyman's Certificate, he/she will be required to reimburse the Company for all tuition and books.

OTHER

- The apprentice may be required to work on all three shifts.
- The apprentice will be paid in accordance with the rates per Article 22.
- In the event of a layoff within the maintenance department, the apprentice will be laid off before any other Production Maintenance worker. However, if he/she is attending "block" school at the time of the layoff, he/she will be permitted to finish that block of schooling before the layoff is effective.
- The apprentice will receive the full Production Maintenance wage rate upon successfully passing the exam and obtaining the Provincial Journeyman's license.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF AGREEMENT #1

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Holiday Schedule

The following schedule of Observed Holidays shall apply for this agreement:

	2016	2017	2018	2019
New Years Day		Tues Jan 3	Tues Jan 2	Tues Jan 1
Day After New Years Day <i>(regularly scheduled M-F)</i>		Wed Jan 4	Wed Jan 3	Wed Jan 2
Family Day		Mon Feb 20	Mon Feb 19	Mon Feb 18
Good Friday		Fri Apr 14	Fri Mar 30	Fri Apr 19
Victoria Day		Mon May 22	Mon May 21	Mon May 20
Canada Day	Fri Jul 1	Sat Jul 1	Sun Jul 1	
Civic Holiday	Mon Aug 1	Mon Aug 7	Mon Aug 6	
Labour Day	Mon Sep 5	Mon Sept 4	Mon Sept 3	
Thanksgiving	Mon Oct 10	Mon Oct 9	Mon Oct 8	
Christmas Eve Day	Mon Dec 26	Mon Dec 25	Mon Dec 24	
Christmas Day	Tues Dec 27	Tues Dec 26	Tues Dec 25	
Boxing Day <i>(regularly scheduled M-F)</i>	Wed Dec 28	Wed Dec 27	Wed Dec 26	
New Years Eve Day	Mon Jan 2 (2017)	Mon Jan 1 (2018)	Mon Dec 31	

FOR THE UNION

[signed]

Tom Park
[signed]

Don Warner
[signed]

Mike Egan
[signed]

Tom Dattilo
[signed]

[signed]

Ryan Parson
[signed]

Kirby Tokarski
[signed]

Les Brown
[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel
[signed]

Darryl Serafini
[signed]

Mark Holman
[signed]

José Alonso
[signed]

[signed]

Colin Murdoch
[signed]

Matthew Pressey
[signed]

Bryon Anderson
[signed]

LETTER OF AGREEMENT #2

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

Re: Employees' Retirement Plan

It is agreed that the Employees' Retirement Plan of Coca-Cola Refreshments Canada 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 Bargaining Agreement, so long as it shall remain in force, unless in the meantime, the parties hereto should mutually agree, in writing, to enter into some alternative arrangements for the provision of pension benefits to some or all of the employees covered by this Letter of Agreement.

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

1. Provide for a transition for those members who currently participate in the Canadian Commercial Workers Industry Pension Plan ("CCWIPP") by giving them a one-time option to join, effective June 28, 2004, either the non-contributory Defined Benefit component of ERP ("PensionPlus") or the UNIFOR non-contributory Defined Benefit component of ERP ("UNIFOR-ERP"). Members will receive election forms and must make an election and return their forms no later than September 30, 2004 or such other date as mutually agreed.
2. These current CCWIPP members would also have the option of transferring the commuted value of their CCWIPP pension, as determined by the CCWIPP's actuary to the ERP. The calculation of the credited service that can be purchased under the PensionPlus or the UNIFOR-ERP with the commuted value of the member's CCWIPP pension is subject to agreement by each Parties Actuary and Administrator's resolution.
3. Provide a one-time option for those members currently in the Contributory component of ERP to transfer to the UNIFOR-ERP effective June 28, 2004 for future service only. Members will receive election forms and must make an election and return their forms no later than September 30, 2004 or such other date as mutually agreed.
4. Provide for an increase in the Basic Monthly Benefit under the UNIFOR-ERP so that the Basic Monthly Benefit will be as follows:
 - (a) **For an employee who retires on or after July 1, 2016 the Basic Monthly Benefit is increased from \$60.00 to \$60.50 per month for each year of UNIFOR Credited Service**
 - (b) **For an employee who retires on or after July 1, 2017 the Basic Monthly Benefit is increased from \$60.50 to \$61.00 per month for each year of UNIFOR Credited Service**
 - (c) **For an employee who retires on or after July 1, 2018 the Basic Monthly Benefit is increased from \$61.00 to \$61.50 per month for each year of UNIFOR Credited Service**

5. Provide for an increase in the supplemental pension benefit ("Bridge Benefit" under the terms of the UNIFOR-ERP) under the UNIFOR-ERP such that the Bridge Benefit will be as follows:

For an employee who retires on or after June 26, 2010 the Bridge Benefit is \$30.50 per month for each year of UNIFOR Credited Service.

6. The Basic benefit and the Supplemental benefit referred to in paragraphs 4 & 5 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.
7. Provide that employees hired on or after June 28, 2004 shall become members of the UNIFOR-ERP, in accordance with the terms of the UNIFOR-ERP.
8. 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.
9. Provide that credited service include periods of absences from work as a result of layoff. The provision of this credited service shall be provided as follows. Employees with more than 10 years of seniority at the date of layoff, shall be credited with 40 hours for each complete calendar week of such year and provided that such employee shall have worked for the Company during that year for at least 175 hours, and provided further that if such layoff continues after that year the employee shall be credited with 40 hours for each complete week of absence after that year, not to exceed 1575 hours of credit for all such absence due to layoff.

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

FOR THE UNION

[signed]

 Tom Park
 [signed]

 Don Warner
 [signed]

 Mike Egan
 [signed]

 Tom Dattilo
 [signed]

[signed]

 Ryan Parson
 [signed]

 Kirby Tokarski
 [signed]

 Les Brown
 [signed]

FOR MANAGEMENT

[signed]

 Stephen Satchel
 [signed]

 Darryl Serafini
 [signed]

 Mark Holman
 [signed]

 José Alonso
 [signed]

[signed]

 Colin Murdoch
 [signed]

 Matthew Pressey
 [signed]

 Bryon Anderson
 [signed]

LETTER OF AGREEMENT #3

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Retiree Benefits

Employees who retire from the active service of the Company and receive a Pension Benefit from the Company’s Pension Plan (ERP) shall continue to be eligible to have access to the Company’s health and welfare benefits plan for retirees.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF AGREEMENT #4

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: “Red-Circled” Rates of Pay

Employees who have their rate of pay “red-circled”, shall continue to be paid at this rate of pay for the current Collective Agreement.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF AGREEMENT #5

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Payroll Service Agreement

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

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

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

The Company agrees to a weekly pay period for Brampton employees.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF INTENT #6

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

Re: Banked Overtime Trial

In the 2007 round of collective bargaining, the Company and the Union agreed to implement a trial system of Banked Overtime in Year 2 of the Collective Agreement. The Company and the Union met beforehand and determined the best implementation of the trial. The trial ran from April 1, 2008 to April 1, 2009.

For the purposes of the trial, a limited number of employees may make arrangements with the employer to bank accumulated overtime to a maximum of 80 hours. The employee may then request in writing (on a form provided by CCR) overtime into time off. Notice must be given at least 3 weeks in advance and will be honoured by a first come first serve basis. Upon request by the employee such time off will be taken at the Employers discretion consistent with the efficient operations of the business during the months of October, November, January, February and March. The minimum unit of banked overtime to be utilized will be 40 regular hours in time off or pay.

- (i) Any fulltime employee who wishes to bank overtime will make a request in writing and this decision will be final and binding until the last pay period in March,
- (ii) Overtime which is banked shall be credited in terms of complete hours (overtime less than 1 hour per week will be paid in his/her current pay period) and when taken as time off shall be paid out on the regular pay cheques at the same hourly rate as banked. When an employee leaves the employer all banked hours will be paid out in total.
- (iii) The employer will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so through requesting with their immediate supervisor 24 hours in advance and off working hours
- (iv) Example of banked hours:
1 hour @ 1.5 times the rate of pay 1.5 straight time hours banked
1 hour @ 2 times the rate of pay 2 straight time hours banked
- (v) The employer will pay out all unused banked hours in the last pay period of each March and these hours will be paid out at the same rate as banked.

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

It was agreed during the 2010 round of collective bargaining that the Banked Overtime Trial will be discontinued for the life of the collective agreement.

FOR THE UNION

[signed]

Tom Park
[signed]

Don Warner
[signed]

Mike Egan
[signed]

Tom Dattilo
[signed]

[signed]

Ryan Parson
[signed]

Kirby Tokarski
[signed]

Les Brown
[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel
[signed]

Darryl Serafini
[signed]

Mark Holman
[signed]

José Alonso
[signed]

[signed]

Colin Murdoch
[signed]

Matthew Pressey
[signed]

Bryon Anderson
[signed]

LETTER OF AGREEMENT #7

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

Re: Workplace Accommodations

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

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

Employees with Permanent Medical Restrictions

The Company and the Union agree there is a need to maintain a dialogue between the Union, the Company and permanently impaired employees. In support of this objective, the Company and Union agree to maintain a Placement Committee to meet at least once per month and/or as necessary for the purpose discussing and reviewing opportunities for permanently impaired employees to perform suitable and meaningful work. The Placement Committee will be comprised of the Union's WSIB representative, the President and the Plant Chair (if both the President and Plant Chair are not available, the Plant Chair will designate a representative to attend the meeting.) Such Union representatives will have no loss of pay for time spent meeting with the management representatives of the Placement Committee. In addition to the union representative the Placement Committee will be comprised of a Company's RTW representative and two other representatives.

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

Employees with permanent medical restrictions will have their situation reviewed by the Placement Committee for an opportunity to perform meaningful work that meets their medical restrictions.

At the meeting, the Placement Committee will review the following information:

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

Process

1. In the event that an employee is unable to perform the essential functions of his/her pre-injury job even with accommodations, the Company and the Placement Committee shall investigate and pursue accommodations elsewhere in the employee's home department

and, failing that, in other departments where suitable and meaningful work is available. All exceptions to the seniority provisions of the collective agreement must be mutually agreed to by the parties.

2. Administration of the foregoing paragraph shall mean that the following procedure will be observed:
 - i) An employee that cannot be accommodated within his or her own pre-injury job and function can displace a junior employee within their shift and function in his/her department, provided such job meets the employee's medical restrictions and capabilities.
 - ii) If the employee was unable to be accommodated in accordance with (i) above, then he/she may displace a junior employee within their shift and all departments, provided such job meets the employee's medical restrictions and capabilities.
 - iii) If the employee was unable to be accommodated in accordance with (i) or (ii) above, then he/she may displace a junior employee within any shift and all departments, provided such job meets the employee's medical restrictions and capabilities.
 - iv) In consideration of the aforementioned, if the employee was unable to be accommodated he/she may put forth an application to WSIB or Insurance Agent for benefits.
 - v) Any displaced employee in (i), (ii) or (iii) will bump in accordance with Article 8.10 (i).
3. In the event of a dispute regarding the suitability of work for the employee as a result of their restrictions, an Independent Medical Examination (IME) and/or Functional Abilities Evaluation (FAE) shall be acknowledged as the appropriate mechanism to resolve the dispute.

Understandings

In the event of a dispute regarding the suitability of work for the employee as a result of his/her restrictions, an Independent Medical Examination (IME), Functional Abilities Evaluation (FAE), medical information submitted to the WSIB from a specialist at either the employee's or the Company's request, or a letter from the WSIB received by the Company or the employee, shall confirm what constitutes a permanent impairment. This understanding shall not in any way be used to prejudice or otherwise influence the WSIB's determination or payment of benefits.

Where a permanent impairment with a WSIB claim is in dispute, the Company and the Union shall continue their efforts to accommodate the employee, pending a final decision from the WSIB (which may include additional information further clarifying the employee's permanent impairment).

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

Employees with Temporary Medical Restrictions

The Company and the Union acknowledge their obligations to provide temporary modified work opportunities for temporarily impaired employees. Modified work is defined as any job or combination of tasks that an employee may perform on a temporary basis without risk of re-injury. This work may consist of the regular tasks of the pre-injury job or specific tasks designated for employees participating in a modified work plan. The work must be productive and the results must have value to the Company. The following guidelines will be adhered to:

1. The program will ensure that there is a consistent standard for all employees (occupational or non-occupational).
2. The employee must submit all relevant medical information pertaining to the injury to the Company. It is understood that in order to facilitate this process, the employee shall be required to sign an appropriate release and disclosure form.
3. The temporary modified work plan will be individualized to meet the needs of both the temporarily impaired employee and the Company.
4. Where required, the Company and the WSIB Representative and Committeeperson or designate will review all the temporary modified work plans that exceed fifteen (15) working days.
5. This process will not be used to circumvent the process for employees with permanent medical restrictions as outlined above.
6. Temporary modified work will not be extended indefinitely and a specific duration shall be determined in each case. If an accommodation concern arises that cannot be resolved by the Company and the WSIB Representative and Committeeperson or designate, the Company may require an IME and/or an FAE.
7. The Company will provide a copy of the employee's IME and/or FAE to the employee and to the Union if the employee provides his/her written consent for such disclosure.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF INTENT #8

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

Re: Disability Dispute Resolution Process

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

(A) Notice of Suspension of Disability Benefits

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

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

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

1. In the case of a dispute between physicians, the Company will first ensure that they have complete information regarding the employee's job duties. The physicians will then discuss the case by phone to see if their differences of opinion can be reconciled. If further information is required the employee is responsible to ensure adequate medical is received and forms are duly completed.
2. If the physicians still disagree, or in the case of an independent review requested by the Company, a mutually agreed upon independent physician will be selected to conduct a review of the matter. Preferably, this independent physician will be a board-certified specialist in the field of medicine where the dispute exists. The employee will be referred to the independent physician for examination and impartial recommendation, and the physician will be provided with full details regarding the employee's status, clinical findings, treatments, etc, as well as complete information regarding the relevant requirements of the employee's job duties. The impartial recommendation of the physician will be provided to the parties and will be final and binding upon the Company, the Union, the employee and the insurance carrier.
3. The employee will be given 48 hours advance notice of the scheduled independent examination. If the employee fails to attend the examination as scheduled without a valid reason, benefits will be suspended.

(C) Conditions

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

1. If an employee fails to show up for a scheduled examination, a reasonable effort will be made to determine why the employee failed to show up for such examination.
2. In all cases, the employee will be required to sign an appropriate Release and Disclosure Form authorizing the release of medical information to all relevant parties. All information so released will remain strictly confidential.
3. The independent physician's report (both verbal and written) will include a statement of "able to work" or "not able to work". The written notification of results to the employee determined to be "able to work" will include instructions to report to the Company to inform it of his or her status.

(D) Termination of Disability Benefits

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

(E) Costs of Independent Examination

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

FOR THE UNION

[signed] _____
 Tom Park
 [signed] _____
 Don Warner
 [signed] _____
 Mike Egan
 [signed] _____
 Tom Dattilo
 [signed] _____

[signed] _____
 Ryan Parson
 [signed] _____
 Kirby Tokarski
 [signed] _____
 Les Brown
 [signed] _____

FOR MANAGEMENT

[signed] _____
 Stephen Satchel
 [signed] _____
 Darryl Serafini
 [signed] _____
 Mark Holman
 [signed] _____
 José Alonso
 [signed] _____

[signed] _____
 Colin Murdoch
 [signed] _____
 Matthew Pressey
 [signed] _____
 Bryon Anderson
 [signed] _____

LETTER OF INTENT #9

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Substance Abuse

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

Accordingly, following execution of the Collective Agreement, **the Senior Director, Human Resources & Labour Relations and Plant Chair will meet** to establish and administer a Substance Abuse Program. Such program will basically consist of methods to communicate to employees the availability of confidential referral services, including the Company sponsored Employee Assistance Program, as well as referrals to appropriate counseling services or treatment and rehabilitation facilities. In addition, from time to time, the Union member may have to act as Union Coordinator with troubled employees, and time off for such duties shall not be unreasonably denied by the Company, provided that such time off is requested from the Union Coordinator immediate supervisor, as per the current practice.

The Company will provide normal group insurance benefits subject to group insurance policy provisions to employees who are undergoing a medically prescribed course of treatments. Union Substance Abuse Counsellor will be provided such time off as is reasonably required for the administration of the program.

The preferred treatment and rehabilitation facilities **will be discussed and identified.**

The Company and Union will meet to facilitate employees into vacant positions where substance abuse has affected their everyday duties.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF INTENT #10

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

Re: Route Selection

The implementation of the revised Route Selection process will be effective September 9th, 2013.

1. The Company will determine the number of drivers required to meet the needs of the business on any given day to deliver bulk, box vans, tailgate, and side pocket.
2. The Company will determine the number of bulk routes required each day. The Company may elect to hold bulk deliveries and make available as unscheduled overtime as outlined in Article 9.
3. The Company will allow drivers to make same-day route selection based on seniority.
4. If a driver has not made him/herself available for route selection at the appropriate time then the provisions in Article 8.10 (g) shall apply.
5. It is understood that if a driver elects to select a route which has been over-dispatched (scheduled overtime) he has done so knowing that he is required to complete such route or to work a minimum of the scheduled route time.
6. Start times shall be allocated for two drivers at a time in three minute increments. Route Selection shall not exceed ninety (90) seconds per driver upon presentation of all loaded vehicles. If a driver does not make his/her selection in the ninety (90) seconds, the driver will be assigned the route and the driver will be required to complete such route or to work a minimum of the scheduled route time.
7. The Company will identify routes that have arrival time requirements. The Company maintains the right to withhold routes for a later start time where the Customer time window on the first call on the route warrants a later start time. In the event a route which has been identified above has not been selected, the Company shall then assign it to the last driver who can satisfy the delivery, and it is understood that if the route has been over-dispatched, the driver will not be required to work unscheduled overtime to complete the route. Upon request, documentation on the assigned route will be provided to the Union.
8. Route selection will be administered by the Company and undertaken by the driver in good faith and will be considered "as dispatched". Any or all changes to outlet or route information will be facilitated through the driver's routine communication with a Supervisor and via his properly and fully completed *Shortrec Drivers Planner*.
9. In accordance with Article 9.14 unscheduled overtime authorized while at work in the trade will not be unreasonably withheld provided that the driver can provide a reasonable explanation why overtime may be required together with an appropriate summation of the remaining work. This may include the number and location of calls and scheduled remaining time.

10. Regarding Distribution start times and departure gate times (GAP 1), so long as the monthly gate time averages for a shift is at or below (47) minutes, the Company may only adjust start times by not greater than (30) minutes pursuant to Article 8.10 (i).

If the monthly departure gate time averages for a shift is above (47) minutes the Company may adjust the start times by (1) hour without having to give consideration to article 8.10(i).

The Company and the Union Transportation Committeeperson, Unit Chairperson and **Time Study Representative (TSR)** meet prior to initiating a start time change to verify the monthly averages which shall also be posted in the driver’s room. In addition the Company and Union shall meet every six months to discuss results of monthly averages.

As efficiencies increase as result of gate time averages reducing, the departure gate time threshold will be adjusted after verification at the 6 month interval meeting. The standard cannot be adjusted below (40) minutes or above (47) unless mutually agreed by the parties.

Upon ratification of the collective agreement the Company will make an initial adjustments to start times as a result of the lengthy discussions regarding drivers start times, route selection and gate time efficiencies. This initial adjustment will be conducted without having to give consideration to Article 8.10 (i).

11. By September 1st each year, the Company will develop a list of start-times for the purpose of allowing for start time selection. Drivers will then be given the opportunity to select their start time by seniority once each September in each year of the collective agreement. Once these new start times are established, they will be considered the “seniority” order for the route selection process. Unscheduled overtime will continue to be made available to the senior driver in the driver room at the time the overtime becomes available.

FOR THE UNION		FOR MANAGEMENT	
[signed]	[signed]	[signed]	[signed]
_____ Tom Park [signed]	_____ Ryan Parson [signed]	_____ Stephen Satchel [signed]	_____ Colin Murdoch [signed]
_____ Don Warner [signed]	_____ Kirby Tokarski [signed]	_____ Darryl Serafini [signed]	_____ Matthew Pressey [signed]
_____ Mike Egan [signed]	_____ Les Brown [signed]	_____ Mark Holman [signed]	_____ Bryon Anderson [signed]
_____ Tom Dattilo [signed]		_____ José Alonso [signed]	

LETTER OF AGREEMENT #11

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Semi-Annual Preference Selection for Forklift Operators

While the intent of **Semi-Annual Preference Selection** is to provide Forklift Operators with a means of expressing personal preference by seniority in the assignment of their regular duties **twice** a year, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.

By September **15th** and February **15th** each year, the Company will develop a list of work areas within the Forklift Operator **function** for the purpose of allowing for preference selection.

On the basis of seniority, employees will then be allowed to express their personal preference for work areas with his/her **function** by selecting one (1) preference based on the work assignment that remains available. This preference selection will take effect on or before November 1st and April 1st, **respectively**. An employee who does not make such a selection within these timelines will be assigned at the discretion of the Company until the following **Semi-Annual Preference Selection** process.

It is understood that while an employee may elect personal preference on **semi-annual** basis, under no circumstances does this restrict the ability of the Company to assign additional or other work, nor does this entitle an employee to bump or displace another employee when his/her “preferred work” is not available for any reason.

For example:

- In the event an employee’s preferred work is not required for the day, the employee who is normally assigned that work (based on his/her **semi-annual** preference selection) will be assigned to the work performed by the most junior employee in that **function**. That junior employee will then be reassigned by the Company as needed.
- In the event of an opening or change of work on any given day for any reason (e.g. absenteeism, lay-offs, change in shifts, training, leaves, equipment malfunction, volume increases or decreases, extra work, changes to immediate business needs etc.) the Company can assign the work to any qualified employee regardless of an individual employee’s preferred selection and/or **function**.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF INTENT #12

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

Re: Distribution Ten (10) hour shifts

As discussed by the parties at the 2007 negotiations, should the Company decide to implement ten (10) hour shifts with fewer than three (3) consecutive days off, the Company shall meet with the Union to discuss such implementation. Employees on ten (10) hour shifts will be scheduled with a minimum of two (2) consecutive days off.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF INTENT #13

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Seven (7) Day Operations

In the event that the Brampton facility moves to a seven-day operation, the Company agrees that it will meet with the Union in advance to discuss how to effectively staff weekend shifts. Exceptions to the above shall be communicated to the Union as soon as reasonably practicable in advance, without delay. The Company further agrees that the same employee will not be scheduled for both Saturday and Sunday work.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF INTENT #14

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: In-House Training

The Company and the Union agree to meet during the life of this Collective Agreement to discuss opportunities for senior employees to become certified to train other employees in their department in functions where such training opportunity is available/applicable.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF AGREEMENT #15

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Temporary Employees

For the first **one hundred twenty (120)** shifts of this agreement, a temporary employee shall have no rights under the seniority provisions of this agreement. Their retention will be solely at the discretion of the Company. For the purposes of the above, once a temporary employee has achieved a minimum of **one hundred twenty (120)** shifts worked, he/she will be reclassified as a “preferred temporary”. The Company will not dismiss preferred temporary employees without just cause.

Temporary employees will be assigned work as follows;

1. All preferred temporary employees will be offered work and assigned same in preference to those temporary employees who have worked less than **one hundred twenty (120)** shifts provided the employee has the qualifications and ability to perform the work.
2. Preferred temporary employees will make themselves available for any and all work assigned by the Company. Failure to make themselves available will result in a loss of “preferred” status.
3. Preferred temporary employees will be assigned work and countable shifts in a priority order. Non-preferred temporary employees will be offered shifts in the same manner.
4. To facilitate the assignment of work to temporary employees, the Company will establish, maintain and post a list of temporary employees by department.
5. Such list will indicate each employee’s accumulated shifts worked. A copy of such list will be provided to the union Chairperson on a weekly basis.

Any preferred temporary employee who has worked **fifty (50)** countable shifts during a rolling seventeen (17) week window in the periods February 1st to May 31st and September 1st to January 31st (excluding the month of December) will be reclassified as a full-time employee. His/her seniority date and service date (for the purposes of vacation and pension) will be determined by the date at which the employee attained his / her **one hundred twenty (120)** shifts.

For clarification purposes only “countable” shifts will be recorded. Countable shifts are those shifts required for any reason other than as replacements for full-time employees. They include absences as a result of Short Term Disability, Leaves of Absences, and absences pursuant to 12 (Vacation), 13 (Leaves), 14 (Long Service Leave) and 15 (Sick Leave).

For the purposes of calculating the shifts referred to in the above paragraph, the departments shall be identified as Distribution, Warehouse and Production.

Upon request of the Union, the parties will convene a meeting to review the prior year’s use of temporary employees governed by this process. The Union will have the opportunity to review and present discrepancies with calculations related to the transition from temporary to full time status. If the application of this process dictates, full time positions will be initiated.

FOR THE UNION

[signed]

Tom Park
[signed]

Don Warner
[signed]

Mike Egan
[signed]

Tom Dattilo
[signed]

[signed]

Ryan Parson
[signed]

Kirby Tokarski
[signed]

Les Brown
[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel
[signed]

Darryl Serafini
[signed]

Mark Holman
[signed]

José Alonso
[signed]

[signed]

Colin Murdoch
[signed]

Matthew Pressey
[signed]

Bryon Anderson
[signed]

LETTER OF AGREEMENT #16

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

To: All Brampton Supervisors, Managers, and Employees

Re: Harassment, Discrimination & Violence in the Workplace

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

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

“Harassment” as used throughout this Agreement shall refer to any course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome and which denies individual dignity, and respect on the following grounds: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability or any grounds that may be specified by the *Ontario Human Rights Code* or any other applicable legislation.

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

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

The Coca-Cola Refreshments Canada Company, UNIFOR Local 973, and UNIFOR National Office are committed to providing a harassment and discrimination free workplace.

Re: Violence in the Workplace

The Company and the Union believe all employees deserve a safe place to work. Any conduct that creates an intimidating, hostile, offensive or threatening work environment through words, actions or physical contact will not be tolerated and may warrant discipline up to and including discharge. The Company must take action when a threat or an act of violence toward an employee is committed by management, coworkers, customers and other business associates, outside vendors or contractors, and family members or other domestic sources.

Under the Occupational Health & Safety Act, Workplace Violence is defined as:

- ***The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,***

- *an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,*
- *a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause injury to the worker.*

Any employee who observes an act of violence on Company owned or leased property or in any location where employees perform their job duties, or sees a situation that may become violent or hear anyone threaten violence, report it immediately to the HeRe! Team (1-888-818-HeRe) or a member of management.

The Company, UNIFOR Local 973, and UNIFOR National Office are committed to providing a violence free workplace.

FOR THE UNION

[signed]

Tom Park
[signed]

Don Warner
[signed]

Mike Egan
[signed]

Tom Dattilo
[signed]

[signed]

Ryan Parson
[signed]

Kirby Tokarski
[signed]

Les Brown
[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel
[signed]

Darryl Serafini
[signed]

Mark Holman
[signed]

José Alonso
[signed]

[signed]

Colin Murdoch
[signed]

Matthew Pressey
[signed]

Bryon Anderson
[signed]

LETTER OF AGREEMENT #17

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Women’s Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. The may also need to find out about specialized resources in the community such as counselors or women’s shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize that the role of women’s advocate in the workplace. The Women’s Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to create a committee comprised of women in Human Resources, the Women’s Advocate and local management that is accessible for female employees to raise issues and find solutions for women in the workplace.

The Union will develop appropriate communications to inform female employees about the advocacy role of the female Woman’s Advocate providing contact numbers to reach the Women’s Advocate.

The Woman’s Advocate will participate in an initial 40 hour training program and an annual three (3) day update training program delivered by the UNIFOR.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF AGREEMENT #18

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Minute of Silence

During the 2007 negotiations, the Union requested a minute of silence be observed in the Brampton facility in memory of the thousands of workers who suffer injury, disease or death because of hazards at work. The moment of silence will be observed each year on April 28 at 11 a.m. – the National Day of Mourning in remembrance of Canadian workers.

During these negotiations, the Union requested a minute of silence be observed in the plants covered by this Agreement in memory of women who have died due to acts of violence. The moment of silence will be observed each year on December 6, at 11:00 AM or when local plant management determines the observance will have the least impact on plant operations. Flags will be flown at half-staff to mark this occasion.

A minute of silence will be observed in the plants covered by this Agreement in honour of Remembrance Day. The moment of silence will be observed each year on November 11, at 11:00 AM.

FOR THE UNION

[signed]

Tom Park
[signed]

Don Warner
[signed]

Mike Egan
[signed]

Tom Dattilo
[signed]

[signed]

Ryan Parson
[signed]

Kirby Tokarski
[signed]

Les Brown
[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel
[signed]

Darryl Serafini
[signed]

Mark Holman
[signed]

José Alonso
[signed]

[signed]

Colin Murdoch
[signed]

Matthew Pressey
[signed]

Bryon Anderson
[signed]

LETTER OF AGREEMENT #19

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Union Elections

The Company agrees that the Union elections will be held at a mutually agreeable location in the Brampton facility.

The voting will occur outside of regular shift hours so as to not to disrupt the normal operations of the Company.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF INTENT #20

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: New Employee Orientation

The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with the Union Security and Dues Check-Off. A new employee shall be advised of the name and location of the appropriate Union representative. Whenever the Union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her Union representative who will provide the employee with a copy of the Collective Agreement. The Company shall ensure that the Union has a sufficient supply of collective agreements in order to fulfil this obligation.

The Company agrees that a Union representative will be given an opportunity to interview, within regular working hours, each new temporary employee once they have worked 65 days or, new probationary employees, for not more than fifteen minutes, without loss of pay. The purpose of this interview is to acquaint the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Company and the Union.

FOR THE UNION

[signed]

Tom Park
[signed]

Don Warner
[signed]

Mike Egan
[signed]

Tom Dattilo
[signed]

[signed]

Ryan Parson
[signed]

Kirby Tokarski
[signed]

Les Brown
[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel
[signed]

Darryl Serafini
[signed]

Mark Holman
[signed]

José Alonso
[signed]

[signed]

Colin Murdoch
[signed]

Matthew Pressey
[signed]

Bryon Anderson
[signed]

LETTER OF AGREEMENT #21

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Individual Side Agreements

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

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF AGREEMENT #22

BETWEEN:

UNIFOR - Canada, Local 973 (The “Union”)

- and -

Coca-Cola Refreshments Canada Company, (The “Company”)

Re: Production Standards

During the current negotiations the Union raised a number of concerns involving production standards. As a result, the parties have agreed to a **Time Standard Representative (TSR)**.

When production standards are established by whatever method the Company may select, the Company will advise the **TSR** of these new standards, it shall recognize the efficiency of operations and the reasonable working capacity of a normal experienced employee to safely produce quality work. The Company will provide some explanation of the reasons for implementation of these standards whether they relate to quality, safety or other reasons.

The Company may direct the **TSR** to be involved in a variety of initiatives or projects including: autonomous maintenance training, Standard Operating Procedure (SOP) development, focused improvement meetings, or other initiatives. The **TSR** will act as an advocate for the successful implementation of such initiatives or projects.

It is mutually agreed upon the **TSR** will jointly work with the Company to enhance his/her knowledge and skills in methods improvement in a consultative manner to the application and development of time standards. Time Studies will be provided to the **TSR** upon request, however, it is recognized this would be impractical to provide this information during peak seasons. The **TSR** shall be certified in predetermined method selected by the Company. The training will be provided through the Company, in addition the **TSR** will receive training in standardized work prescribed by the Company.

A Company Representative and TSR will meet monthly to discuss any concerns regarding standards. The Company will then consider this input in making potential adjustments or amendments.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF AGREEMENT #23

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

Re: Machine Operators Preference Selection/Cross Training

The intent of Preference Selection is to provide Machine Operators with a means of expressing personal preference by seniority by shift in the assignment of their regular duties, for which they can satisfactorily fulfill the normal requirements of the job, and training opportunities. The Company will cross train employees so that Machine Operators are trained on **a minimum of three** or more types of machinery **over the life** of the collective agreement. It is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.

By September 1st of each year the Company will provide the list of preferences within the Machine Operator function for the purpose of allowing for preference selection. **Preference** to machines will be grouped and not line specific **and** groupings are as follows: labeler, packer, **de-palletizer BIB, and palletizer**. Further preference selection will take place each time a **new 12, 10 or 8 hour shift schedule** is initiated in production.

On the basis of seniority, employees will then be allowed to express their personal preference by selecting **their top two (2) preferred jobs ranked in order, based on the equipment they are trained and signed off on to operate. Further to that, each employee will identify one piece of equipment they wish to be trained on. Once the employee has completed his/her training on said machine it will then be added to his/her skills matrix.** This preference selection will take effect within thirty (30) day of the completion of the selection process. An employee who does not make such a selection within these timelines will be assigned **work** at the discretion of the Company until the following Preference Selection **period**.

When an employee leaves the function of Production Machine Operator for any reason the employee who replaces him/her will assume their preference as long as they can satisfactorily perform the work required until such time as the next preference selection period starts.

In the event that the weekly production schedule changes for any reason, employees will stay in their assigned jobs and not "bump" mid-week.

It is understood that while an employee may elect personal preference, under no circumstances does this restrict the ability of the Company to assign additional or other work, nor does this entitle an employee to bump another employee when his/her "preferred work" is not available for any reason.

For example:

- In the event an employee's preferred work is not required for the day, the employee who is normally assigned that work (based on his/her preference selection) will be assigned to the work performed by the most junior employee in that **function**. That junior employee will then be reassigned by the Company as needed.
- In the event of an opening or change of work on any given day for any reason (e.g. absenteeism, lay-offs, change in shifts, training, leaves, equipment malfunction, volume increases or decreases, extra work, changes to immediate business needs etc.) the

Company can assign the work to any qualified employee regardless of an individual employee's preferred selection and/or **function**.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF AGREEMENT #24

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

Re: Annual Preference Selection for Production Material Handlers

While the intent of Annual Preference Selection is to provide Production Material Handlers with a means of expressing personal preference by seniority in the assignment of their regular duties once a year, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.

By September 1st of each year, the Company will develop a list of work areas within the Production Material Handler Function (for example De-palletizer, Finished goods, Shells, BIB, General Duties) for the purpose of allowing for preference selection.

On the basis of seniority, employees will then be allowed to express their personal preference for work areas with his/her function by selecting one (1) preference based on the work assignment that remains available. This preference selection will take effect on or before November 1st. An employee who does not make such a selection within these timelines will be assigned at the discretion of the Company until the following Annual Preference Selection process.

When an employee leaves the function of Production Material Handler for any reason the employee who replaces him/her will assume their preference as long as they can satisfactorily perform the work required until such time as the next selection period starts.

It is understood that while an employee may elect personal preference, under no circumstances does this restrict the ability of the Company to assign additional or other work, nor does this entitle an employee to bump or displace another employee when his/her "preferred work" is not available for any reason.

For example:

- In the event an employee's preferred work is not required for the day, the employee who is normally assigned that work (based on his/her annual preference selection) will be assigned to the work performed by the most junior employee in that function. That junior employee will then be reassigned by the Company as needed.**
- In the event of an opening or change of work on any given day for any reason (e.g. absenteeism, lay-offs, change in shifts, training, leaves, equipment malfunction, volume increases or decreases, extra work, changes to immediate business needs etc.) the Company can assign the work as needed to any qualified employee regardless of an individual employee's preferred selection and/or function.**

FOR THE UNION

[signed]

Tom Park
[signed]

Don Warner
[signed]

Mike Egan
[signed]

Tom Dattilo
[signed]

[signed]

Ryan Parson
[signed]

Kirby Tokarski
[signed]

Les Brown
[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel
[signed]

Darryl Serafini
[signed]

Mark Holman
[signed]

José Alonso
[signed]

[signed]

Colin Murdoch
[signed]

Matthew Pressey
[signed]

Bryon Anderson
[signed]

LETTER OF AGREEMENT #25

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

Re: ESL Classes

The Company will offer English as a Second Language (ESL) classes, without cost to the employee, at the Company's discretion. Attendance at these classes shall be voluntary and shall be on the employee's own time, i.e. unpaid.

FOR THE UNION

[signed]

Tom Park

[signed]

Don Warner

[signed]

Mike Egan

[signed]

Tom Dattilo

[signed]

[signed]

Ryan Parson

[signed]

Kirby Tokarski

[signed]

Les Brown

[signed]

FOR MANAGEMENT

[signed]

Stephen Satchel

[signed]

Darryl Serafini

[signed]

Mark Holman

[signed]

José Alonso

[signed]

[signed]

Colin Murdoch

[signed]

Matthew Pressey

[signed]

Bryon Anderson

[signed]

LETTER OF AGREEMENT #26

BETWEEN:

UNIFOR - Canada, Local 973 (The "Union")

- and -

Coca-Cola Refreshments Canada Company, (The "Company")

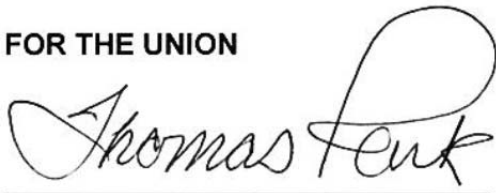
Re: Signing Page Concerning Appendices and Letters

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

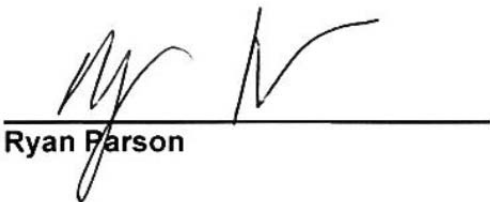
1. Holiday Schedule
2. Employees' Retirement Plan
3. Retiree Benefits
4. "Red-Circled" Rates of Pay
5. Re: Payroll Service Agreement
6. Banked Overtime Trial
7. Workplace Accommodations
8. Disability Dispute Resolution Process
9. Substance Abuse
10. Route Selection
11. Annual Preference Selection for Forklift Operators
12. Distribution Ten (10) hour shifts
13. Seven (7) Day Operations
14. In-House Training
15. Temporary Employees
16. Harassment & Discrimination in the Workplace
17. Women's Advocate
18. Minute of Silence
19. Union Elections
20. New Employee Orientation
21. Individual Side Agreements
22. Production Standards
23. Machine Operators Preference Selection/Cross Training
24. Annual Preference Selection for Production Material Handlers
25. ESL Classes

DATED AT BRAMPTON, ONTARIO THIS 30th DAY OF **September, 2016.**

FOR THE UNION



Tom Park



Ryan Parson

FOR MANAGEMENT



Stephen Satchel



Colin Murdoch

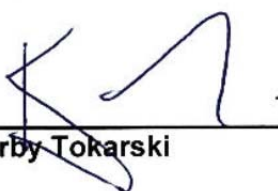
BRAMPTON



Don Warner



Darryl Serafini



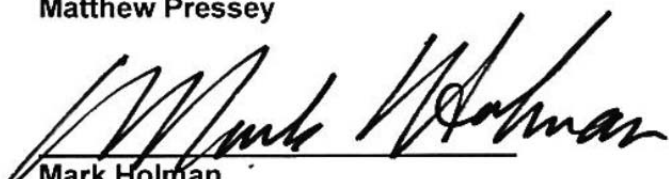
Kirby Tokarski



Matthew Pressey



Mike Egan




Mark Holman



Les Brown



Byron Anderson



Tom Dattilo



José Alonso