

# SASKATOON



**Coca-Cola  
Canada  
Bottling  
Limited**

---

**AND**

**Retail, Wholesale and  
Department Store Union  
Local 558**



**In Force and Effect to: December 31, 2023**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>Page #</u>
1	Purpose	1
2	Definitions and Categories of Employment	1
3	Management	3
4	Grievance and Arbitration Procedure	3
5	No Discrimination	5
6	Seniority	5
7	Holiday Pay	10
8	Vacations	11
9	Union Security, Representation and Recognition	15
10	Cash Status	16
11	Hours of Work	16
12	Wages and Job Classifications	20
13	No Strike, No Lockout	20
14	Sick/Personal Emergency Leave	20
15	Leave of Absence	21
16	Safety and Health	23
17	Uniforms and Protective Clothing	24
18	Pension and Group Benefits Plan	26
19	General	27
20	Technological Change	28
21	Sub-contracting Restrictions on Contracting Out	28
22	Amalgamation and Merger Protection	29
23	Severance Pay	29
24	Term	29
	Appendix "A" – Wages and Job Classifications	31
	Appendix "B" – Twelve (12) Hour Shifts	34
	Letter of Agreement #1 – Seniority Determination	35
	Letter of Agreement #2 – Sales Equipment Service Delivery	36
	Letter of Agreement #3 – Scheduled Days Off	37
	Letter of Agreement #4 – Merchandisers	38
	Letter of Agreement #5 – Sales Equipment Service Trainee	39
	Letter of Agreement #6 – Employee Layoffs	41
	Letter of Agreement #7 – Full-Time Staffing Trigger	42
	Letter of Agreement #8 – Shipper Receiver	44
	Letter of Agreement #9 – Base Plus Commission Pay	45
	Letter of Agreement #10 – Employees doing Delivery Driver Returned Loads	46
	Letter of Agreement #11 – Company Defined Contribution Pension Plan	47

**SASKATOON**

**BETWEEN:**

**COCA-COLA CANADA BOTTLING LIMITED CANADA COMPANY**, of the City of Saskatoon, in the Province of Saskatchewan, (hereinafter referred to as the "Company")

-and-

**THE RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 558**, (hereinafter referred to as the "Union")

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, including: the establishment of the hours of work, rates of pay and other conditions of employment; the provision of an amicable method of settling any grievances or differences which may possibly arise; the promotion of the mutual interests of the Company and its employees, and it is recognized to be the responsibility of the Company, the Union and the employees to co-operate fully, individually and collectively for the promotion and maintenance of such purposes.

**ARTICLE 2 - DEFINITIONS AND CATEGORIES OF EMPLOYMENT**

2.01 The Bargaining Unit shall be comprised of all employees of the Company, at or in connection with its place of business located in the City of Saskatoon save and except the Distribution Centre Manager, General Manager, District Sales Manager, Distribution Supervisor, Warehouse Supervisor, Sales Execution Specialists, Account Managers, Cooler Shop Supervisor, Full Service Vending Supervisor, Administrative Assistants and Office employees.

2.02 Persons whose jobs are not in the bargaining unit shall not perform work customarily performed by employees in the bargaining unit, except:

- (a) as a result of urgent or emergency conditions;
- (b) for the purposes of demonstration or training;
- (c) to occasionally relieve an employee for a short period, or
- (d) when an employee is not available due to being late for work or absent from work and a suitable replacement is not available.
- (e) The Distribution Centre Manager; General Manager; District Sales Managers; Account Managers; Sales Execution Specialists shall continue to perform their normal sales and merchandising activities; provided, however, that such activities shall not be extended by the Company so as to cause the layoff of any regular employee.

- 2.03 (a) A "Regular Employee" shall mean an employee who has successfully completed his probationary period of five hundred and twenty (520) hours worked within a rolling six (6) month period and who has been accepted as a regular employee by the Company in accordance with the provisions of this Agreement and also holds seniority standing in the bargaining unit covered by this Agreement. Upon completion of the probationary period, referred to in Article 6.01, an employee's seniority date shall be established retroactively to their last date of hire.
- (b) A "Casual Employee" is subject to the probationary period referred to in Article 6.01 of five hundred and twenty (520) hours worked within a rolling six (6) month period before seniority rights become effective at which time their seniority date shall be established retroactive to their last date of hire. Casual Employees are to identify to the Company their availability on a quarterly basis but at a minimum must be available at least one (1) day per week.

A "Casual Employee" shall not be utilized by the Company:

- (i) to deprive a regular employee on layoff of the opportunity of employment in a position for which that regular employee has the ability and qualifications necessary for the work available.

OR

- (ii) to replace a regular employee except in instances of vacation, illness, injury or other absences from work.
- (c) When a vacancy is created in a regular position, the Company agrees to post the job in accordance with Article 6.05 and casual employees may make an application for such position in accordance with Article 6.02(e). When making a determination of a successful applicant between casual employees, casual employees will be selected on the basis of total hours worked.

For a casual employee hired **after June 13, 2017** that is successful in attaining a full-time position, **their** seniority date will be adjusted to give the employee credit for hours worked as a casual. For example, if a casual employee has worked 2,080 hours prior to **their** first day worked as a full-time employee, **their** seniority date will be adjusted by one full year prior to **their** full-time start date.

- (d) An "outside employee" shall mean an employee in the capacity of Delivery Driver, Delivery Helper, Merchandiser, Casual Delivery Driver, Casual Delivery Helper and Casual Merchandiser.
- (e) An "inside employee" shall mean an employee who is not an "office employee" nor an "outside employee".
- 2.04 It is agreed that whenever the words "employee" or "employees" appear, it shall refer to any person or persons covered by this Agreement.

### **ARTICLE 3 - MANAGEMENT**

- 3.01 Subject to all other provisions of this Agreement, the Company shall have the sole right to manage the business and direct the work of the employees, including the right to hire, promote, demote, suspend, discharge for cause, layoff, assign to jobs or shifts including transfers from time to time.

### **ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 4.01 (a) The Union Stewards referred to in this Article shall be employees of the Company and shall not be more than three (3) in number.
- (b) The Union shall notify the Company in writing of the names of such Stewards and may also notify the Company of the name of an alternate Steward in the absence from work of the regular Stewards. The Company will not recognize any individual as a Steward until it has received written notification from the Union.
- 4.02 "Grievance" as used in this Agreement is a written complaint concerning the interpretation or application of, or compliance with any of the provisions of this Agreement.
- 4.03 An employee who has a complaint will ordinarily discuss the matter with **their** Supervisor and if the matter is not resolved in that discussion, the employee shall refer the matter to **their** Steward for consideration. Should the nature of the complaint be such that the employee prefers to refer it to **their** Steward first then **they** may do so.

#### **Step One:**

If the complaint is unresolved, the employee may then refer it to **their** Steward and if the Steward considers that there is a reasonable basis for a grievance, the employee and the Steward must refer the matter in writing to the Supervisor.

#### **Step Two:**

If the grievance remains unsettled for five (5) working days after the time of its presentation at Step One, it may, within a further five (5) working days, be referred in writing at Step Two in sufficient detail to clearly define the issue to the Distribution Centre Manager.

#### **Step Three:**

If a grievance remains unsettled for five (5) working days after the time of its presentation at Step Two, it may, within a further five (5) working days, be referred in writing at Step Three in sufficient detail to clearly define the issue to the Human Resources Manager. Within ten (10) working days of the submission of a grievance at Step Three, the Human Resources Manager and other management representatives shall meet with the two (2) shop stewards, the employee if **they choose** and a full-time representative of the Union to discuss the matter. The Company's decision will be given in writing to the employee and the Union within ten (10) working days after such meeting.

- 4.04 (a) Any grievance relating to the layoff, suspension or discharge of any regular employee shall be submitted directly at Step Three of the procedure in 4.03 above within five (5) working days of such layoff, suspension or discharge and not otherwise.
- (b) Any Union Policy Grievance shall be submitted by the authorized Representative of the Union at Step Two of the procedure in 4.03 above within ten (10) working days of the event giving rise to the Policy Grievance.
- 4.05 Any complaint or grievance which is not processed through the next step in the grievance procedure including reference to arbitration within the time limits specified, shall be deemed to be dropped and resolved on the basis of the previous reply to the grievance. In determining such time limits, no account shall be taken of the day on which the grievance or complaint was presented and any time limits fixed by this Agreement may be extended by the prior written agreement of the Company and the Union. Observed holidays and scheduled days off shall not count as "working days" referred to in this Article 4.

#### **ARBITRATION**

- 4.06 If the matter is not settled and the Union and/or Company wishes to pursue the matter, the Union and/or Company shall, within one (1) week and without any interruption whatsoever in the operations or relationship between the parties, refer the grievance issue to a Board of Arbitration. The Board of Arbitration shall hold a hearing as soon as possible after it is established. The Board of Arbitration shall be composed of one person appointed by the Company, one person appointed by the Union and a third person who will be Chairperson, to be mutually agreed upon between the parties. If, after seven (7) days a Chairperson is not mutually agreed upon by the Appointees, an application shall forthwith be made to the Minister of Labour for Saskatchewan for the appointment of a Chairperson and such application shall be made by either party. The application shall request of the Minister that the appointment be made within seven (7) days from receipt thereof.
- 4.07 If mutually agreed by the Union and the Company, the matter may alternatively be referred to a single arbitrator instead of a Board of Arbitration. In such instances, a single arbitrator shall be chosen having regard to **their** impartiality, **their** qualifications in the interpretation of agreements and **their** familiarity with industrial matters.

An earnest effort will be made by both the Company and the Union to reach a mutual agreement on the person to be requested to serve as arbitrator but if such agreement cannot be reached within seven (7) days of the date of notice of arbitration then either Party shall make application to the Minister requesting that **they** appoint an arbitrator to serve in the matter and that such appointment be made within seven (7) days from receipt thereof.

- 4.08 (a) An arbitration board or single arbitrator established under this Agreement shall not have the power to add to, delete from, change or make any decision contrary to or inconsistent with the terms of this Agreement and in rendering its decision the arbitration board or arbitrator shall be governed by the provisions of this Agreement. Accordingly, the matters and things to be considered and the

decisions rendered by such a Board or arbitrator shall be governed only by the provisions of this Agreement.

- (b) Decisions shall be determined by a majority of the members of the Board or the single arbitrator and such decisions shall be final and binding on the Parties hereto and on any employee affected.
  - (c) Each Party shall pay the expenses of its own appointee and shall share equally in the expenses of the Chairperson. Alternatively, if a single arbitrator is used, the Parties shall be responsible for one-half (½) of the expenses and fees payable to the arbitrator.
- 4.09 (a) Any grievances not processed within the time limits set forth in this Agreement shall be deemed to be abandoned unless such time limits have been waived or extended by mutual agreement in writing between the Parties. An arbitration board or single arbitrator may not hear a grievance where the time limits have not been complied with.
- (b) Unless otherwise agreed between the Union and the Company, all warnings and/or suspensions will be removed from the employee's personnel file after a period of eighteen (18) months from the date of issuance of such warning or suspension and will not be relied on for any purpose, provided that the employee did not receive any warnings or other discipline within the eighteen (18) month period.
  - (c) An employee shall have the right to have a steward present at any discussion with supervisory personnel which is to be the basis of disciplinary action.
- 4.10 An employee who has attained seniority under Article 6 will not be disciplined or discharged unless for just cause. The employee shall be given the reason in writing in advance of any disciplinary fact finding or investigation hearing in the presence of **their** Union Representative.

#### **ARTICLE 5 - NO DISCRIMINATION**

- 5.01 The Company agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap, nor by reason of **their** membership or activity in the Union or any other reason.

#### **ARTICLE 6 - SENIORITY**

- 6.01 (a) Seniority is defined as the length of an employee's work service with the Company in the bargaining unit since the last date of hire. Seniority rights shall become effective when an employee has completed a probationary period of five hundred and twenty (520) hours worked within a rolling six (6) month period. An employee who is laid off or discharged during **their** probationary period, or any extension thereof, shall have no recourse to the grievance and arbitration

procedure, and accordingly, may be discharged by the Company with or without assigned cause and such discharge shall not be open to review.

- (b) The probationary period as set forth herein may be extended by mutual agreement between the parties and with the concurrence of the affected employee. Any extension shall be reduced to writing.
- 6.02
- (a) There shall be established four (4) Seniority Lists: Inside, Outside, Inside Casual and Outside Casual showing the names and last date of employment of each employee who has acquired seniority. The list shall be compiled by the Company and approved by the Union and shall then be posted on the bulletin board. If there is any question about seniority, the Company agrees that the Union may have access to any employment records necessary to establish the seniority of an employee.
  - (b) Separate seniority lists shall be maintained by the Company for each of the seniority groups referred to in clause (a) above, showing the name and seniority date of each employee who has acquired seniority under this Agreement.
  - (c) These lists will be brought up to date every three (3) months and, at each revision, will be posted on the Union bulletin board for a period of five (5) working days. During that interval, any employee whose name appears on the list for the first time may question **their** seniority ranking if **they are** in disagreement with it. If no written complaint is received by the Company within five (5) working days of the posting of a seniority list, the revisions contained in that list shall be deemed to be correct by all concerned.
  - (d) A copy of each updated list will be sent to the Union Office.
  - (e)
    - (i) In making transfers, promotions, demotions, layoffs and recalls from layoffs within a seniority group, seniority shall govern provided the employee's ability can satisfactorily fulfill the normal requirements of the job.
    - (ii) If practicable, shift preference (meaning weekly, days, afternoons or evenings) shall be determined quarterly by department seniority, qualifications and ability. The employee shall designate such quarterly election in writing to the Company ten (10) days prior to the end of the quarter for the purposes of determining preference for the following quarter. Failure to designate shall mean that the employee shall remain in **their** current designation for the following quarter provided the employee continues to meet the seniority, qualifications and ability requirements to do so.

On a quarterly basis Delivery Drivers may choose particular routes on their preferred shift in order of seniority. Seniority shall be taken into account on the assignment of loads.



### 6.03 Layoffs and Recalls

- (a) The Company will not layoff a regular employee for more than five (5) consecutive working days without giving that employee:
- (i) one (1) week's written notice if **their** period of employment is less than one (1) year;
  - (ii) two (2) weeks' written notice if **their** period of employment is one (1) year or more but less than three (3) years;
  - (iii) four (4) weeks' written notice if **their** period of employment is three (3) years or more but less than five (5) years;
  - (iv) six (6) weeks' written notice if **their** period of employment is five (5) years or more but less than ten (10) years;
  - (v) eight (8) weeks' written notice if **their** period of employment is ten (10) years or more.

Such notice shall not be required more than once per year.

- (b) When layoffs in a seniority group are necessary, they shall be accomplished as follows:
- (i) The Company shall first lay off probationary and casual employees, if any, in that seniority group. If further reduction of staff is required, the Company shall then lay off regular employees in accordance with the provisions of Article 6.02(e) hereof, it being understood that, in this instance, seniority is reversed (i.e. the most junior person will be first laid off). If any regular employee is to be laid off for a period of more than five (5) consecutive working days, the employee shall receive written notice in accordance with Article 6.03(a) of such layoff and the Union shall be provided with a copy of same.
  - (ii) A regular employee in a seniority group who is laid off for more than two (2) consecutive working days, shall have the option of displacing a junior employee in the other seniority group (i.e. inside to outside or vice versa) providing the employee submits in advance a written request for the temporary transfer and can demonstrate immediately that the employee is capable of satisfactorily performing the work so made available to **them**. It is understood that the resulting temporary transfer of the employee having seniority shall not become effective until the commencement of the next calendar day of work scheduled for the employee to be displaced. The transferred employee will receive the rate of pay of the job to which the employee is assigned.
  - (iii) An employee exercising the temporary transfer option shall transfer **their** seniority to the seniority group to which the employee is transferring. After twelve (12) months in that group and from that point forward, the employee shall not have recall rights in **their** original seniority group.

- (iv) The Company shall maintain a list of regular employees laid off from each seniority group within the prior twelve (12) months and such list shall show the seniority of such employees. A copy of each revised layoff list will be provided to the plant Chief Shop Steward. When regular employees are required for a seniority group, the layoff list for that seniority group will be examined and, to the extent of the number of jobs available, the employees listed therein will be recalled from transfer or layoff in accordance with the provisions of clause 6.02(e) hereof. If, following such recalls, there is still a shortage of employees in that seniority group then regular employees on the layoff list for the other seniority group covered by the Agreement shall be offered, in seniority order, the option of transferring temporarily to the vacant position. Such temporary transfers shall be subject to the provision of clause 6.03(b)(2) above.
- (v) If, at the time of recall, an employee is not in the active service of the Company, a notice shall be sent to **them** by registered mail addressed to the last address which the employee shall have recorded with the Company. Such notice shall indicate the job for which the individual is considered qualified, the proposed time and place of recall (which shall not be less than seven (7) working days from the date of mailing of such notice by the Company) and shall state that, if the individual desires to be recalled for such job, the employee shall so notify the Company in writing within five (5) working days of the mailing of such notice by the Company. A copy of each such notice shall be mailed to the Union. The individuals to whom such notices are sent and who report ready for work at the time and place of recall as set out in such notices, shall, if they are then so qualified to fill the job available, be recalled. The Company shall not be required, however, to recall at any time any individual who shall have failed to notify the Company of **their** desire to be recalled or who shall have failed to report for work in accordance with the time stated in any such notice sent to **them**. The Company shall be entitled to fill any jobs available on a temporary basis pending the recall of those having preferential rights for recall as hereinbefore set out. On such recall, there shall be deemed to have been no break in such employee's continuous service.

6.04 Seniority shall be broken and all rights to employment forfeited when an employee:

- (a) is discharged for just cause and is not reinstated;
- (b) voluntarily leaves the service of the Company;
- (c) fails to report for work on recall after layoff within the stipulated time period;
- (d) fails to report for work upon completion of an approved leave of absence;
- (e) has been laid off for a period in excess of twelve (12) months;
- (f) is absent from work without authorization and fails to provide a satisfactory

reason for such absence;

- (g) becomes retired.
- (h) Casual employees who fail to report to work three (3) times per calendar year on **their** identified availability as per Article 2.03 (b) and fails to provide a satisfactory reason for such absence.

### **Promotions and Vacancies**

- 6.05 (a) Notice of vacancies and new positions within the scope of the Agreement shall be posted on the Bulletin Board and employees shall be allowed five (5) working days from the date of posting in which to make written application for such vacancies and positions. All such posted notices will contain information on the nature of the position, the wage rate, the qualifications and the anticipated hours of work.
- (b) Where a posted vacancy or new position has been filled, the Company shall notify the Union of the name of the person appointed to the vacancy or new position within fourteen (14) working days after the posting period.
- 6.06 (a) An employee transferred or promoted to a new position shall be allowed a reasonable training period not less than two (2) weeks. In the event that an employee requires additional training, the Company will provide it at the employee's request. In the event an employee does not require the full training period, the minimum training period can be waived or reduced. If the employee proves unsatisfactory during the training period or does not wish to remain in the position during the training period, **they** shall revert to **their** former position.
- (b) Should an employee revert to **their** former position as per Article 6.06(a), such employee shall not be eligible to apply for other posted positions for a period of six (6) months unless the Union and the Company agree otherwise.
- 6.07 (a) Any employee promoted out of the bargaining unit shall not be subject to this Agreement. Any employee who has been so promoted since the date of Union certification, shall be allowed, however, if transferred back into the bargaining unit, to earn back the seniority the employee had accumulated in the bargaining unit, at the rate of one (1) year for every year worked in-scope, commencing with the date of transfer back into the bargaining unit.
- (b) Employees who are members of the Union shall maintain their membership in the Union when they are temporarily transferred outside the bargaining unit.

**ARTICLE 7 - HOLIDAY PAY**

7.01 (a) The expression “holiday” wherever used in this Agreement shall mean any one of the following:

New Year’s Day	Family Day	Good Friday
Victoria Day	Canada Day	Saskatchewan Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	3 Floater Days

The three (3) “Floater Days” shall be taken as day off with pay as mutually agreed to between the employee and **their** supervisor and must be used in the current year. An employee shall request such time off in writing and a response shall be provided to the employee within two (2) days. Casual Employees shall not be entitled to the “Floater Days”.

- (b) Employees who have not scheduled the use of their floater days by October 1<sup>st</sup> of that same year shall have such days scheduled for them by the Company.
- (c) 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 Saskatchewan, 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.
- (d) Casual Employees shall be entitled to “holiday” pay for the above listed “holidays” in accordance with the Saskatchewan Employment Act.

7.02 Should any of the holidays mentioned above fall on a Saturday or on a Sunday, the Company shall determine whether the previous Friday or the following Monday will be designated as the holiday. If an employee should be scheduled to have one of **their** regular days off on a day designated as a day to be observed as a holiday that employee shall be allowed another day off with pay in lieu of the holiday with pay and, for the purposes of this Agreement, such lieu day will be considered as **their** holiday. In the event Christmas and Boxing Day fall on a Saturday and Sunday, the Company will determine whether it observes the holidays on the following Monday and Tuesday or the prior Friday and following Monday.

- 7.03 (a) Each regular employee who has completed **their** probationary period shall receive holiday pay for each such holiday, provided that the employee is at work on **their** last regular workday before the holiday and **their** first regular workday after the holiday, unless otherwise provided by the Saskatchewan Employment Act. A regular employee’s holiday pay for each such holiday, shall be an amount equal to **their** regular hourly rate, multiplied by eight (8), or by ten (10) as the employee’s schedule for the week in which the holiday falls may require.
- (b) If, in the week in which the holiday falls, a regular employee works in two (2) different wage classifications, the employee will be paid for the holiday at the wage rate in effect for the classification in which the employee works on the day following the holiday.

7.04 A regular employee who was absent on **their** last regular workday before and/or **their**

first regular workday after the holiday, will qualify for holiday pay (as set out in clause 7.03 above) if such absence:

- (a) is paid for under the provisions of clause 15.02 hereof (Bereavement Pay), or
- (b) is paid for under the provisions of clause 15.03 hereof (pay for Jury or Witness Duty), or
- (c) has been approved by the Company, or
- (d) is due to layoff which commenced not more than five (5) working days prior to the holiday or on the first workday 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 contributes (e.g. the Company's Group Insurance Plan, Workers' Compensation, Employment Insurance, Government Pension Plan, etc.)

7.05 Notwithstanding anything herein contained, an employee will not qualify for holiday pay under the provisions of this clause if the employee is absent on vacation during the workweek in which the holiday is observed and is, therefore, entitled, under clause 8 hereof to an additional day of paid vacation in lieu of such paid holiday.

**ARTICLE 8 - VACATIONS**

8.01 The vacation year shall be the calendar year. Vacation entitlements will be taken in the calendar year following that in which they were accrued.

8.02 Vacation will be determined (pro-rated) by the length of continuous service with the Company and will be determined as per Article 8.04.

8.03 The amount of pay to which each employee will be entitled in respect of **their** vacation will be determined in accordance with Clause 8.04 below. Each employee will be paid a vacation pay adjustment which will be equal to their percentage of total earnings for the previous calendar year less any vacation pay that has been paid. This payment will be paid annually by March 31<sup>st</sup>.

8.04 The schedule of vacation with pay entitlement during the life of this Agreement as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>	<u>% Payable</u>
1 but less than 10 yrs.	3 weeks	6%
10 but less than 20 yrs.	4 weeks	8%
20 but less than 30 yrs.	5 weeks	10%
30 or more yrs.	6 weeks	12%

8.05 (a) If an inside or an outside employee's vacation pay calculated on the basis of **their** regular hourly rate, multiplied by forty (40) hours for each week of vacation to be taken, would be greater than the amount to which the employee would be entitled under clause 8.04 above then the employee will be paid the greater amount, provided, however, that, if the employee has worked in more than one

Wage Rate during the preceding year, the calculation shall be made using the then current rate for the lowest such Wage Rate.

- (b) If, during the year of service in respect of which the vacation is granted, a regular 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 (other than an absence of Workers' Compensation/Parental Leave), then vacation pay shall be calculated only on the percentage basis set out in clause 8.04 above. If, during any year of service an employee has been absent for more than ninety (90) working days (other than an absence on Workers' Compensation/Parental leave), the employee may, if **they so wish** (but only to the extent permitted by law) waive one or more weeks of **their** vacation entitlement for the year without reduction in the percentage basis (only) vacation pay for which the employee qualifies.

8.06 For the purpose of this Article 8, a week shall mean a period of seven (7) consecutive days, including Saturdays, Sundays and holidays falling within the period of vacation.

8.07 Should one or more of the holidays named in clause 7.01 hereof fall within the period of an employee's vacation, the employee shall be entitled to take an additional day of vacation for each such holiday. The employee's pay for such additional day of vacation will be an amount equal to one-fifth (1/5) of the amount payable to **them** for one (1) week of vacation as computed under Article 8 hereof.

### **Yearly Vacation Posting Process**

- 8.08 (a) In scheduling the vacations of regular employees, consideration will be given to the requirements of the operation. Preference in the choice of vacation dates will be given to employees having regard to their relative lengths of continuous service with the Company (seniority) and shall be totally independent of non-bargaining unit employees.
- (b) By November 15<sup>th</sup> of each year, Employees will submit their vacation requests for the following January 1<sup>st</sup> to May 15<sup>th</sup> period. The finalized list for these vacations shall be posted by December 1<sup>st</sup>.

The tentative list of summer vacations shall be posted not later than March 15<sup>th</sup> of each year. The vacation schedule will be finalized and confirmed thirty (30) days after the posting of the tentative list. The schedule will not thereafter be changed without the mutual consent of the Company and the employees who would be affected.

When employees are making their selection for summer vacations, employees in seniority order, shall have forty-eight (48) hours to choose **their** initial two (2) weeks.

After September 15<sup>th</sup> of each year, any vacation time that has not been used and has not been confirmed shall be designated by the Company.

For the purposes of determining choice of vacation periods (but for that purpose only) seniority shall be applied by the following department groupings:

**Inside Employees**

General Labourer  
 Shippers & Receivers (Warehouse)  
 Sales Equipment Service  
 Casuals

**Outside Employees**

Delivery Driver and Delivery Helper  
 Merchandisers  
 Casuals

- (c) Notwithstanding the other provisions of this clause 8.09, 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 **them** on a different shift and/or in a different departmental grouping (as referred to in this clause 8.09) **their** vacation period(s) may then be rescheduled and will be subject to the prior preferences of employees already in the vacation grouping to which **they are** transferred, and;
  - (ii) any vacation granted to an employee during a time when the employee is on temporary transfer to another job or shift shall be taken in accordance with the vacation schedule for the department/shift to which the employee 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 re-assignment 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.
- (d) Save and except for exceptional circumstances, no more than two (2) weeks of vacation shall be permitted during the period of May 15<sup>th</sup> to September 15<sup>th</sup> of any year. However, if a vacation week in the May 15<sup>th</sup> to September 15<sup>th</sup> period remains open subsequent to the initial vacation scheduling calendar, employees will be allowed to take additional vacation time during the May 15<sup>th</sup> to September 15<sup>th</sup> period in order of seniority in their respective department grouping.
- 8.09 Every regular employee whose employment with the Company is terminated shall be entitled to a vacation pay allowance based on the length of **their** continuous employment with the Company and **their** total earnings during the period, if any, in respect of which the employee has not received a paid vacation. Such vacation allowances shall be computed as follows:
- (a) If the employee has not completed **their** first year of continuous employment, the employee will receive as vacation pay on termination the applicable percentage of **their** total earnings during the period of **their** employment, less any vacation pay already granted.
  - (b) If the employee has completed one or more years of continuous employment and

has taken all of the annual vacation to which the employee was entitled in respect of **their** last completed year of continuous employment, the employee will receive as vacation pay on termination the applicable percentage of **their** total earnings from the last anniversary of **their** employment until the date of termination, less any vacation pay already granted in respect of the uncompleted year of continuous employment between the last anniversary of employment and the date of termination.

- (c) If the employee has completed one or more years of continuous employment and has not taken all of the annual vacation to which the employee was entitled in respect of **their** last completed year of continuous employment, the employee will receive as vacation pay on termination:
  - (i) the applicable percentage of **their** total earnings during the last completed year of continuous employment, less any vacation pay already granted in respect of that year,
  - PLUS
  - (ii) the applicable percentage of **their** total earnings from the last anniversary of **their** employment until the date of termination.
  - (iii) the applicable percentage of earnings as referred to in (a), (b) and (c) above will be:

**During the Life of this Agreement**

**Period of Continuous Employment**

<u>From</u>	<u>To</u>	<u>%Applicable</u>
Date of commencement of continuous employment	to 9 <sup>th</sup> anniversary	6%
9 <sup>th</sup> anniversary	to 19 <sup>th</sup> anniversary	8%
19 <sup>th</sup> anniversary	to 29 <sup>th</sup> anniversary	10%
29 <sup>th</sup> anniversary	and up	12%

- 8.10 Notwithstanding anything in this Article contained, an employee granted a leave of absence under the provisions of this Agreement hereof in any year of **their** continuous employment, shall be granted and shall take a pro-rated vacation with pay in respect of the portion of that year during which the employee was not on such leave of absence.
- 8.11 Notwithstanding anything in this Article contained, a casual employee shall receive only that vacation and vacation pay to which the employee is entitled under the Saskatchewan Employment Act of Saskatchewan. Casual employees shall be paid their applicable vacation pay on a bi-weekly basis.
- 8.12 Employees shall be required to take at least one (1) week of their vacation entitlement in a one (1) week allotment.



**ARTICLE 9 - UNION SECURITY, REPRESENTATION AND RECOGNITION**

- 9.01 (a) Every employee who is now or hereafter becomes a member of the Union shall maintain **their** membership in the Union as a condition of **their** employment and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of **their** employment, apply for and maintain membership in the Union, as a condition of **their** employment, provided that any employee in the appropriate bargaining unit who is not required to maintain **their** membership or apply for and maintain his membership in the Union shall, as a condition of **their** employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- (b) Upon the request in writing of an employee, the Company shall deduct monthly the Union dues, initiation fees and assessments from the wages of the employees and shall remit same to a person designated by the Union on or before the 10<sup>th</sup> day of each month. With the remittance, the Company shall supply the following information:
- (i) The names of employees from whom the deductions have been made;
  - (ii) Names of employees who have been laid off or who have terminated employment;
  - (iii) Names and addresses of employees who have been hired.
- (c) A Shop Steward or a person designated by the Union shall have thirty (30) minutes during regular hours of work during the first two weeks of employment with each new hire for the purpose of providing a Union orientation. For hires of three (3) or more during the first two (2) weeks of employment, the Union will hold a group session. The Union will take every effort to ensure that the operations are not disrupted during this orientation.
- 9.02 An authorized Representative of the Union shall be permitted access to the Plant to talk with employees regarding Union matters, provided permission to do so is first obtained from the Distribution Centre Manager.
- 9.03 It is understood that employees have duties to perform and, unless so specifically authorized by the Supervisor, the Union Representative shall have no discussions with employees during their paid working hours. Any discussions with an employee shall be conducted in a private location designated by the Company.
- 9.04 Permission as contemplated by this Article shall not be unreasonably withheld.
- 9.05 The Company recognizes the Union as the exclusive bargaining agency with respect to wages, hours of work and other working conditions for the employees in the bargaining unit. The Union may have the assistance of an authorized representative of the Retail, Wholesale and Department Store Union in any or all negotiations between the parties to this Agreement.

**Union Business**

- 9.06 (a) There shall be no Union activities during working hours which interfere with the duties of any employees unless permission is first obtained from the employee's immediate supervisor. Such permission will not be unreasonably withheld and all such time off during an employee's regular working hours shall be without loss of pay.
- (b) The Company will make available for the exclusive use of the Union, a bulletin board whereon the Union may post such notices as it desires to bring to the attention of employees provided, however, that no such notice may be posted at places other than on this bulletin board and, further, provided that no such notice may be posted until it has been signed by an Officer of the Union and a Representative of Management.

**ARTICLE 10 - CASH STATUS**

- 10.01 It is understood that employees are solely responsible for all money collected including fulls and empties handled in the course of their daily job function.
- 10.02 An employee will settle **their** cash status on a daily basis. Where there are instances of discrepancies involving product loss, cash shortages or overages, or empties, including shells, the Company shall make the employee aware of the matter through discussion so that the employee understands the issue. The employee shall then be given three (3) days to rectify the problem. The Company will make whatever deductions may be required from the employee's wages in the next payroll period provided the employee has authorized such deduction.
- 10.03 No disciplinary action will be taken against an employee for cash shortages beyond **their** control such as robbery or where the employee has not been previously made aware of the problem.

**ARTICLE 11 - HOURS OF WORK**

- 11.01 The provisions of this Article are intended to define the normal hours of work for the purpose of calculating authorized overtime and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. The Company does not guarantee to maintain the starting and finishing times of work presently in force.
- 11.02 (a) For the purposes of this Agreement, the workweek shall commence at midnight Saturday-Sunday and all work performed in a shift or other similar work period (including any extension thereof) shall be deemed to have been performed in the same day in which that shift or other similar work period commenced.
- (b) For the purposes of this Agreement, time worked shall be calculated in units of five (5) minutes and periods of work of less than five (5) minutes per day shall be disregarded.
- 11.03 (a) For the purposes of this Agreement, the normal maximum work periods without the payment of overtime for all employees shall consist of either:

- (i) forty (40) hours to be worked in five (5) days of up to eight (8) hours each day, or
- (ii) at the option of the Company, forty (40) hours to be worked in four (4) days of up to ten (10) hours each day.

Where the Company is scheduling employees for three (3) consecutive days off, preference for such scheduling shall be given to senior employees.

- (b) Every employee will be allowed one paid rest period of fifteen (15) minutes during each half of **their** shift. Rest periods will be arranged as near the mid-point of each half shift as possible. An unpaid meal period of up to one-half ( $\frac{1}{2}$ ) hour duration will be allocated to employees as close to the mid-point on their shift as possible.
- 11.04 (a) Every employee, having completed either **their** regular eight (8) hours' or ten (10) hours' work as assigned at **their** regular hourly rate in any day, shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times such hourly rate for all work performed by **them** and required by the Company in excess of the eight (8) or ten (10) hours in that day or forty (40) hours in that week.
- (b) (i) Regular employees shall have the option to elect pay or bank time (to a maximum accumulation of 40 hours) for authorized overtime, and the election of such option, once made, cannot be reversed.
  - (ii) Authorized overtime will be credited to employees at one and one-half ( $1\frac{1}{2}$  times) hours worked. Hours are calculated in one (1) hour minimal intervals. Overtime worked on a paid holiday will be at one and one-half ( $1\frac{1}{2}$  times) plus a one (1) day off at a future date.
  - (iii) Banked time may be used at a time during regular working hours upon mutual agreement of the supervisor and employee. It is to be generally understood that banked time should be used during less busy periods when an employee's absence will not cause any unnecessary burden to co-workers or the Company. Personal or family crises of an urgent nature will be exceptions as need dictates.
  - (iv) Banked time is not to be construed as additional vacation accumulation and will not be authorized by department managers or supervisors at peak periods, unless qualified replacement personnel are available.
  - (v) In the event that work schedules do not provide an opportunity for use of bank time, or an accumulation of bank time is excessive, the Company may elect to pay out the time due the employee.
  - (vi) Employees who terminate service shall be paid out bank time at the time of termination.
- 11.05 Where it is anticipated that a regular employee will perform additional work required by the Company for a period of one-half ( $\frac{1}{2}$ ) hour or more immediately following **their** normal work period in any day, the employee shall be granted a rest period of fifteen (15) minutes, with pay, before commencing such additional work.

- 11.06 Where any period of additional work referred to in clause 11.05 above continues for more than two (2) consecutive hours, the employee shall, after having worked for two (2) consecutive hours following resumption of work after the rest period, be given a break of one-half ( $\frac{1}{2}$ ) hour with pay to enable **them** to have a meal. If the employee has not been provided with at least twenty-four (24) hours' notice that such additional work would be required, the Company shall provide a meal, up to a value of fifteen dollars (\$15.00) plus taxes, without charge to the employee. If such additional work continues for more than two (2) consecutive hours following resumption of work after the meal break, the employee shall be granted an additional rest period of fifteen (15) minutes with pay.
- 11.07 (a) The Company shall post Distribution and Warehouse overtime sign-up sheets for the current week each Monday. Employees shall indicate their interest in working overtime hours in that week on such sheet. Employees shall be entitled to delete their name from such list provided that it is done so prior to the removal of the sign-up sheet on Thursday.
- (b) Required overtime shall be assigned by the Company in order of seniority to those employees who regularly perform the work. The Company will make reasonable efforts to equalize the overtime amongst those employees who have requested it, however, **overtime work shall not be compulsory with the exception of overtime as an extension of work (where overtime is required at the end of a shift).**

**In the case of overtime as an extension of work the following process will be followed:**

- i) **Employees working at the facility will be canvassed by order of seniority (provided they have the skill and ability to perform the work) whereby the most senior employee will be given the overtime opportunity.**
- ii) **If there is no employee who volunteers for the overtime, the most junior qualified employee in the building at the time the overtime is required will be required to work.**
- iii) **The Company may only compel employees to perform a maximum of one (1) hour of overtime per week, provided the employee has not previously worked overtime that week.**
- iv) **Employees may volunteer to work more overtime hours if they choose to.**

Senioritied employees shall be offered such work prior to it being offered to casual employees

- 11.08 (a) Where an employee has left the Plant on completion of **their** day's work and is then called by the Company and requested to return to work at a time before the commencement of **their** 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 **them** outside **their** scheduled working hours at the rate of one and one-half ( $1 \frac{1}{2}$ ) times **their** regular hourly rate or four (4) hours' work at **their** regular hourly rate whichever is greater.

- (b) An employee who is required to be “on call” when off duty shall, for each day the employee has such responsibility, be guaranteed a minimum payment of twenty dollars (\$20.00). However, if such employee is actually called out to work on a day when the employee is “on call” then the foregoing provisions shall apply and the twenty dollar (\$20.00) minimum guarantee shall no longer be applicable.
- (c) An employee who is required to be “on call” during **their** non-scheduled workday shall for each day the employee has such responsibility, be guaranteed a minimum payment of twenty dollars (\$20.00). However, if such employee is actually called out to work on **their** non-scheduled workday on more than two (2) occasions that day then the employee shall receive eight (8) or more hours of applicable pay for such day and the twenty dollars (\$20.00) minimum guarantee shall no longer be applicable for that day.
- (d) An employee who is required to be “on call” during **their** non-scheduled workday on an observed Company holiday shall for each day the employee has such responsibility, be guaranteed a minimum payment of fifty dollars (\$50.00). However, if such employee is actually called out to work on **their** non-scheduled workday on an observed Company holiday on more than two (2) occasions that day then the employee shall receive eight (8) or more hours of applicable pay for such day and the fifty dollars (\$50.00) minimum guarantee shall no longer be applicable for that day.

11.09 An employee who reports for work at **their** scheduled time, not having been previously notified to the contrary, shall be entitled to a minimum for four (4) hours’ pay at the rate to which the employee would have been entitled for the work the employee had been scheduled to perform on that day but it is agreed that the employee shall perform any suitable work for this four (4) hour period, if so required. However, it shall remain the responsibility of an employee who has been absent from work to check with the Company to determine if work is available before returning and failure to do so shall result in **their** being considered as unavailable for work on that shift. If an employee is absent from work with approval in the day before **their** day of rest, it will be presumed that the employee will be available for work on the day immediately following **their** day of rest unless the employee advises the Company to the contrary. Therefore, should such an employee be unable to report by the day following **their** day of rest, the employee must endeavor to notify the Company to that effect prior to **their** scheduled starting time.

### **Night Shift Premium**

- 11.10 All regular employees shall be paid a night shift premium of one dollar (\$1.00) per hour for work performed after 6:00 p.m. in any day and before 5:00 a.m. of the following day.
- 11.11 Except in the case of emergency, or where other conditions apply beyond the control of the Company, there shall be no split shifts. Regular employees shall be entitled to twelve (12) consecutive hours off work between shifts except in the case of a shift change where the Company will make every reasonable effort to provide for twelve (12) hours between shifts.

## **ARTICLE 12 - WAGES AND JOB CLASSIFICATIONS**

- 12.01 The job classifications and minimum rates of wages for employees covered by this Agreement are set out in Appendix "A" attached hereto and forming part of this Agreement.
- 12.02 Prior to a regular employee filling an out-of-scope position, the Company will attempt to solicit volunteers, where practicable. The employee will receive the rate of pay designated by the Company in accordance with the salaried pay administration provisions of the Company.
- 12.03 Any employee who is required to transfer from one department to another by the Company shall be given one (1) week's notice thereof where such transfer is necessary in the case of another employee taking a scheduled vacation or a leave of absence where the other employee's vacation or leave of absence has been scheduled at least fourteen (14) days in advance.

## **ARTICLE 13 - NO STRIKE, NO LOCKOUT**

- 13.01 There shall be no strike, walkout, slow down, work stoppage or other cessation of work on the part of the employees or the Union nor any lockout on the part of the Company during the term of this Agreement. All grievances or other differences between the Company, the Union or employee members of the Union, covered by this Agreement, shall be settled by the method described in Article 4 hereof.

### **Crossing of Picket Lines During Strike**

- 13.02 An employee covered by this Agreement, after consulting with management, shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked-out employees or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked-out employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action other than loss of wages for the period involved.

## **ARTICLE 14 – SICK/PERSONAL EMERGENCY LEAVE**

- 14.01 Every regular 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 forty-eight (48) hours of absence due to bona fide illness **or a bona fide personal emergency**. Such payments shall be in an amount equal to 100% of the employee's regular rate of pay as of the first day of the calendar year and any unused credits shall be paid to an employee by March 31<sup>st</sup> following the year in which they were available to be taken in an amount equal to 100% of the employee's regular rate of pay as referenced above.

An employee who achieves perfect attendance (i.e. takes no sick or personal leave days) by working the complete calendar year shall be entitled to a payout of 125% of **their** accrued **sick/personal emergency** time. Such payment will be made by March 31<sup>st</sup>. Perfect attendance excludes days lost due to Workers Compensation and any other approved leaves for vacation, bereavement, jury leave duty or other paid time off.

- 14.02 The **sick/personal emergency** pay credit of a regular employee who has not completed a full year of continuous employment with the Company shall be computed on the basis of four (4) hours' credit for each completed month of continuous employment.
- 14.03 No payment shall be made under this Article 14 for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan, Workers' Compensation, Employment Insurance, Government Pension Plan, etc.)
- 14.04 An employee scheduled for a 4 x 10 hour workweek may draw **sick/personal emergency** pay in units of ten (10) hours for each day of absence, up to the annual maximum of forty-eight (48) hours of paid absence due to illness **or personal emergency**.
- 14.05 There will be no payment for unused **sick/personal emergency** days upon termination of employment.

#### **ARTICLE 15 - LEAVE OF ABSENCE**

- 15.01 (a) From time to time during the currency of this Agreement, upon the written request of the Union, the Company will grant leaves of absence without pay to the employees named in such request to enable them to participate in Union activities. No such leave of absence shall be for a period of less than one (1) day or more than seven (7) days except that where a leave is granted to an employee to enable **them** 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 eight (8) such leaves will be granted in any one year of the currency of the Agreement and no more than three (3) employees may be absent on such leave at any one time, it being agreed that if three (3) employees are to be absent at the same time, they shall be from different seniority groups. If the maximum of eight (8) 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.
- (b) From time to time during the currency of this Agreement and upon the written request of the Union, the Company will grant a leave of absence without pay to any employee for the purpose of attending to Union business. Such leave of absence shall be for a period of not less than one (1) month nor more than one (1) year and not more than one (1) employee shall be entitled to any such leave of absence at any one time. On the written request of the Union, the Company will consider an extension of up to two (2) years in any leave granted under this provision. To the extent that it is practical to do so, the Company will endeavor to arrange for the continuance of both Company and Government welfare benefits while an employee is absent on such leave.
- (c) With respect to employees granted leave of absence under the provisions of clauses 15.01(a) and 15.01(b) above, it is agreed that on the written request of the Union:

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

1. the regular straight time hourly rate then in effect for **their** employment classification, multiplied by the regular hours the employee would have worked,

**LESS**

2. all deductions normally withheld by law from an employee's pay and, if application, the employee's contributions to the Group Insurance Plan and the Employees' Retirement Plan.

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

1. the gross amount of the payment calculated as set out in clause 15.01(c)(i)(1) above,

**PLUS**

2. 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 clause 15.01(e)(1) above (e.g. Company contributions to the Employees' Retirement Plan, the Group Insurance Plan, Employment Insurance, Government Pension Plan, etc.)
3. In the event of failure of the Union to so reimburse the Company, all payments to employees under clause 15.01(c)(i)(1) above shall immediately cease.

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

(d) The granting of any leave of absence under clauses 15.01(a) and 15.01(b) may be refused by the Company when the granting of the same would be unreasonable having regard to the requirements of operations.

(e) (i) Every Union Steward and every officer of the Union who is an employee shall be allowed such time off as may be necessary to enable **them** to attend those appointments with management personnel at which **their** presence is required under the provision of Article 4 and every employee who is a necessary witness at a grievance meeting or at a Grievance Arbitration hearing established under Article 4 shall be allowed such time off as may be necessary to enable **them** to give evidence at such hearing.



- (ii) Should a Union Steward be scheduled to be on duty during the time in which a regular scheduled meeting of the general membership of the Union is to be held, such Steward shall (provided **their** request is made, in writing, at least 24 hours in advance) be allowed such time off work as may be reasonably required in the circumstances to permit **them** to attend such meeting.
- (iii) The allowing of time off under the provisions of this clause 15.01(e) shall be subject to the employee having obtained permission to leave **their** work from **their** Supervisor. All such time off during an employee's regular working hours shall be without loss of pay, provided, however, that the Company may discontinue paying for such time off, if in its opinion the privilege of requesting such time off is being abused.
- (f) At the request of the Union, the Company will grant time off, without loss of pay during the employee's regular working hours, to not more than three (3) employees representing the seniority groups referred to in clause 6.02(b) hereof, to allow them to be members of the Union Negotiating Committee and to enable them to attend arranged meetings with Company representatives (up to but not including meeting(s) with a Conciliator/Conciliation Board/Mediator) 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 from **their** supervisor to leave **their** work.

15.02 An employee may be granted time off work with pay to a maximum of three (3) days in the event of any one instance of death, accident or serious illness in the immediate family. The purpose of such leave shall be to allow an employee to attend the bereavement or to immediately assist the family member with the serious illness or accident. The term "immediate family" shall mean spouse, children, parent, brother, sister, mother-in-law, father-in-law, grandparents, spouse's grandparents, sister-in-law, brother-in-law, common-law spouse and grandchildren. Proven abuse of compassionate leave may be cause for dismissal and the Company may require such proof as may be necessary to substantiate the leave of absence.

In the event of a death of an employee's aunt or uncle, **they** may be granted time off work with pay for one (1) day to attend the funeral. Additional time off work without pay may be granted at the discretion of the Company.

15.03 An employee who is called to jury duty or who is subpoenaed to appear in court as a crown witness except in any matter touching upon **their** personal affairs shall be paid wages amounting to the difference between the amounts paid for such services and amount of **their** regular earnings for that day, provided that the employee furnishes the Company with a certificate of service and satisfactory evidence as to the amount paid to **them** by or on behalf of the court.

## **ARTICLE 16 - SAFETY AND HEALTH**

16.01 The Company recognizes the importance of maintaining safety measures for its employees during working hours and the Union may, from time to time, bring safety recommendations to the attention of the Company. The Company shall provide a first-aid kit and the employees shall make use of such kit and take reasonable care of it. The

Company and the Union will comply with the rules and regulations as set forth by the Occupational Health and Safety provisions in Part III of the Saskatchewan Employment Act.

- 16.02 The Company shall provide proper and safe equipment for trucks.
- 16.03 There shall be an Occupational Health Committee consisting of two (2) representatives from each of the Company and the Union.

The Company will provide training to the Occupational Health Committee members in accordance with the provisions of the Occupational Health and Safety provisions and the Occupational Health and Safety Regulations of Saskatchewan included in the Saskatchewan Employment Act.

- 16.04 In the interests of the health of the participants, it is agreed that there shall be no smoking by any person attending any negotiations, grievance, arbitration or any other meeting between the parties.
- 16.05 An employee may refuse to perform work and will not be subject to discipline if **they have** reasonable grounds to believe and **do** believe that the particular work is dangerous to **their** health or safety. During this period, the employee may be assigned to alternate duties within the workplace that **they are** capable of performing.
- 16.06 The Company shall pay the cost of any pre-employment medicals, if requested.
- 16.07 Where an employee is the victim of an accident while at work and so suffers an injury requiring professional medical attention, the Company agrees that **they** shall suffer no loss of earnings on the day of the accident by reason of **their** necessary absence from work to receive such treatment.

## **ARTICLE 17 - UNIFORMS AND PROTECTIVE CLOTHING**

### **Uniforms for Inside Employees**

- 17.01 The Company will supply clothing for the use of regular employees at work as follows:

- (a) For inside employees - rubber boots, trousers and shirts to be replaced when reasonably worn out, gloves as required;

Should an inside employee so desire, the employee may receive an extra pair of trousers in lieu of two shirts or vice versa.

- (b) (i) It is agreed that, on the next occasion that a regular inside or outside employee qualifies for issue of safety boots, such employee may purchase such footwear from suppliers approved by the Company and the Company shall bear the cost of same up to a maximum of **\$220.00** per employee, per year to a limit of two (2) pair per year. Any costs in excess of the **\$220.00** allowance shall be paid by the employee. To meet the required safety standards, all such footwear must have steel toe caps and puncture resistant chemi-gum soles (green patch) and any additional safety footwear purchased for at-work wear must meet the specifications.

- (ii) Probationary employees are required to purchase their own approved safety footwear and will receive the **\$110.00** allowance on successful completion of their probationary period and appointment as a regular employee.
  - (iii) Casual employees are required to provide their own approved safety footwear. Where a casual employee completes 520 hours of work with the Company within a six month period, the Company shall reimburse the employee for the cost of his safety shoes up to an amount of **\$110.00** per calendar year.
- (c) Shipping department employees shall receive a parka but not more than one (1) parka every two (2) years. Parkas will be of a standard colour and design as prescribed by the Company.
  - (d) After ninety (90) days of employment, Sales Equipment Service employees shall wear a uniform of a standard design and colour as prescribed by the Company. The full cost of such uniforms shall be paid for by the Company provided that new employees with less than one (1) year's seniority shall wear and purchase a uniform with the full cost of such uniform being reimbursed to **them** by the Company after one (1) year's service. Thereafter, uniforms shall be supplied by the Company as required, no more than one (1) per year. A uniform consists of two (2) jackets, three (3) pants and six (6) shirts. Sales Equipment Service employees who require parkas shall receive a parka as required but not more than one (1) parka every two (2) years. Parkas will be of a standard colour and design as prescribed by the Company. The Company will supply toe rubbers to a maximum of one (1) pair per year.
  - (e) In addition to the parkas to be supplied for Equipment Maintenance Persons and to the Shipping Department, there shall be one (1) additional parka available for general use as required.
  - (f) All appropriate winter clothing that is to be supplied by the Company pursuant to this Article shall be available by October 1<sup>st</sup> of each calendar year.
  - (g) Outside employees where necessary shall be supplied with leather work gloves. In order to obtain replacement gloves, the employee shall return the previously issued gloves which shall be worn out as a result of normal wear and tear associated with the employee's work responsibilities with the Company.
  - (h) In all cases where clothing is supplied by the Company, employees shall take reasonable and proper care of the clothing.
  - (i) No external apparel or headwear not approved by the Company shall be worn during hours of employment. Employees shall take reasonable care of and shall be responsible for laundering uniforms.

### **Uniforms for Outside Employees**

17.02 (a) After the completion of one (1) full year of employment, the Company shall supply the following to full-time employees:

- (i) up to four (4) shirts and up to three (3) pairs of pants each twelve (12) months. The employee shall elect short or long-sleeved shirts;
- (ii) up to one (1) light-weight jacket each twelve (12) months;
- (iii) up to one (1) heavy winter jacket each twenty-four (24) months.

The Company will provide casual employees with t-shirts and hats as may be required to be worn by the employee in the trade.

- (b) No external apparel or headwear not approved by the Company shall be worn during hours of employment. Employees shall take reasonable care of and shall be responsible for laundering uniforms.
- (c) It is recognized that employees are in constant contact with the public and, accordingly, must at all times during working hours be neatly dressed and groomed.
- (d) During the first full year of employment, a regular employee will not be required to wear items as referred to in clause 17.02(a) unless the same is provided by the Company.
- (e) It shall be a condition of employment that safety equipment and uniforms specified by the Company must be worn. The Company shall supply toe rubbers to a maximum of one pair per year.
- (f) Should an outside employee so desire, **they** may receive an extra pair of trousers in lieu of one windbreaker or vice versa, or receive one (or more) pair of shorts in exchange for one (or more) pair of trousers.

### **ARTICLE 18 - PENSION AND GROUP BENEFITS PLAN**

18.01 Subject to eligibility requirements, employees in the bargaining unit are entitled to participate in the benefits plan(s) maintained by the Company for hourly employees at its Saskatoon operations (currently "Benefits Plus"). The terms and conditions of participation and benefits entitlements shall be governed by the official text of the plan(s) (as from time to time amended). For clarity, the Company's obligation in respect to such plans is limited to the payment of premiums only and the Company reserves the right to amend, modify or alter these plan(s) in the future at its discretion. The benefit plans are not incorporated into the collective agreement and will not be the subject matter of arbitration.

Employees shall pay their portion of the premiums by way of payroll deduction.

18.02 It is further agreed that, in consideration of improvements contained in this and prior Agreements, and subject to the provisions of the Employment Insurance Act, the Company shall retain in full any "Premium Reduction" which is or may become available

from the Employment Insurance Commission upon their continued acceptance of the Company's plan of Weekly Income Benefits as a "qualifying registered plan".

### **Employees' Retirement Plan**

- 18.03 Effective July 1, 2017, all regular full-time employees will be enrolled in the Company's "Mandatory Contributory Defined Contribution Pension Plan" (a mandatory 5% Company and 2% employee contribution) for all future service; subject to eligibility requirements.

Effective June 30, 2017, all employees who are currently participants in the Company's Defined Benefit Pension Plan (DB) of the Company's pension plan will have their credited service frozen in the plan and will not be entitled to future credited service under the DB Plan.

- 18.04 In accordance with the requirements of the Saskatchewan Employment Act , the Company shall provide to its eligible part-time employees the insurance plans to be administered in accordance with the rules and regulations of the Plans. A part-time employee, provided that **they are** not a full-time student, becomes eligible after working at least 390 hours in the 26-week qualifying period following the date of hire. Thereafter, a part-time employee will maintain eligibility for benefits provided **they work** at least 780 hours in each year of employment. (Thus, a part-time employee becomes and remains an eligible employee by working an average of at least 15 hours per week during the qualifying period and thereafter). Furthermore, a part-time employee who takes a leave pursuant to the Saskatchewan Employment Act will continue to be an eligible employee if the employee would otherwise have worked 780 hours in that year of employment.

### **ARTICLE 19 - GENERAL**

- 19.01 (a) Where the Company requires an employee to hold a Class A or Class 1A license and the employee was not required to hold such a license at the time of hire, the Company agrees to provide a reasonable amount of on-the-job training for the employee without loss of pay.
- (b) In cases as described above, the Company will reimburse the employee for the cost of obtaining **their** initial Class A or Class 1A license as the case may be.
- 19.02 When the Company or SGI requires an employee to seek a medical for the purpose of obtaining or retaining **their** Class 1A driver's license then all such time spent by the employee in seeing a medical practitioner shall be considered as time worked for which there shall be no loss of pay. Further, the Company shall pay the full cost of any medical certificates that the Company or SGI requires from an employee.
- 19.03 The Company shall permit the Union to supply and install a Union shop decal in its Plant. The decal shall be posted in a place mutually agreed to by the Chief Shop Steward and Management.
- 19.04 The Company will receive and relay messages from an employee's immediate family. In the case of an emergency, the employee will be immediately notified.
- 19.05 In unusual circumstances, such as breakdowns or weather conditions, the Company shall pay a reasonable meal allowance to Delivery Drivers, Delivery Helpers and casual

Delivery Drivers and Helpers and Sales Equipment Service Persons.

- 19.06 The Company agrees to pay all expenses for employees when required to work outside the City of Saskatoon as outlined by the Company Policy. An overnight meal reimbursement of up to fifty-five (\$55.00) will be paid to anyone who travels overnight outside of Saskatoon with proof of receipt.
- 19.07 The Company shall pay the full cost of the Employer's vehicle receiving a parking violation while in use for Company business, provided the employee has followed the Company's instructions in regards to the parking of the vehicle at a customer's place of business and with the prior approval of the Company.
- 19.08 Upon written request to the Company by the employee and/or Union, the Company will, within thirty (30) days following receipt of such request, agree to allow the employee and/or Union (if employee consent is received), in the presence of a Company Representative, to have access to **their** personnel file. The time taken for such a review shall not be during the employee's working hours unless the Company agrees otherwise.
- 19.09 Employees working in the classification of Sales Equipment Service Person shall be paid an annual tool allowance of seventy-five (\$75) dollars on the pay period closest to April 1<sup>st</sup> of each year.

#### **ARTICLE 20 - TECHNOLOGICAL CHANGE**

- 20.01 If, during the life of this Agreement, the Company wishes to make a technological change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications or which would result in the lay off of any regular employee, the Company agrees that, before introducing such technological change, it will meet with the Union to discuss the matter and to attempt to resolve the problems created by such technological change, as well as to attempt to lessen the impact of such technological change on the employees affected.
- 20.02 If, as a result of a technological change in the Company's operations, a regular employee is assigned to a job having a lower rate of pay than the rate of pay the employee formerly received, the employee shall continue to be paid at **their** former rate of pay until the job rate for **their** new classification equals **their** former rate for a maximum of six (6) months.
- 20.03 If a regular employee should be displaced from **their** job by reason of technological 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 **them** to receive such training.

#### **ARTICLE 21 - SUB-CONTRACTING - RESTRICTIONS ON CONTRACTING OUT**

- 21.01 The Company agrees that it will not, during the life of this Agreement, extend its practices with respect to the contracting out of work which will result in the loss of employment of any regular employee, provided that the Company has the facilities, equipment and required workforce skills to perform such work within the bargaining unit without impairment to the efficiency of operations. The Company shall be under no restrictions should they transfer work between **Coca-Cola Canada Bottling Limited Plants**.

21.02 The Company and the Union agree that flex distribution such as Indirect Sales/Store Delivery ("ISD") or third party delivery is not considered contracting out and if any employee is laid-off as a result of said deliveries then the severance in Article 23.01 will apply.

## **ARTICLE 22 - AMALGAMATION AND MERGER PROTECTION**

22.01 In the event the Company merges or amalgamates with any other employer, the Company undertakes to ensure that:

- (a) Employees shall be credited with super seniority rights with the new employer as long as they remain in their current job classification within the same bargaining unit.
- (b) All service credits relating to vacation with pay, sick leave credit and all other benefits shall be recognized by the new employer at which the Union holds bargaining rights.
- (c) All work and services presently performed by members of the Retail, Wholesale and Department Store Union shall continue to be performed by R.W.D.S.U. members with the new employer.
- (d) Conditions of employment and wage rates for the new employer shall be equal to the provisions in effect with the Company.
- (e) Preference in location of employment in the merger shall be on the basis of seniority if more than one location is involved.

## **ARTICLE 23 - SEVERANCE PAY**

- 23.01 (a) A regular employee who permanently loses **their** employment, except for just cause, shall be entitled to receive two (2) weeks' severance pay based upon the rate of pay for the position the employee last occupied for each full year of employment to a maximum of forty-eight (48) weeks.
- (b) The severance pay provisions above are inclusive of any notice and/or severance pay required by law.
- (c) Employees that accept a severance package will have their employment terminated and will not have access to recall or any other benefits contained in this Collective Agreement.

## **ARTICLE 24 - TERM**

24.01 This Agreement shall be effective from date of execution. Persons who were not in the employment of the Company on date of execution shall not be entitled to claim from the Company any amount arising from any increases in hourly wages.

This Agreement shall remain in effect until December 31, **2023**, provided that either party may, not less than sixty (60) days nor more than one hundred and twenty (120)

days before the expiry thereof, give notice in writing to the other party to terminate this Agreement or negotiate revisions thereof.

In witness whereof the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives at the City of Saskatoon this \_\_\_\_ day of \_\_\_\_\_, **2021.**

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger



**APPENDIX "A" - WAGES AND JOB CLASSIFICATIONS**

<b>1. Inside Employees</b>	<b>January 1, 2020 (0%)</b>	<b>January 1, 2021 (0%)</b>	<b>January 1, 2022 (2%)</b>	<b>January 1, 2023 (2.5%)</b>
Order Builder	\$26.66	\$26.66	\$27.19	\$27.87
Shipper/Receiver	\$27.68	\$27.68	\$28.23	\$28.94
Shunter		\$28.18	\$28.73	\$29.44
Sales Equipment Service Trainee	\$27.12	\$27.12	\$27.66	\$28.35
Sales Equipment Service Person	\$28.74	\$28.74	\$29.31	\$30.04
Cooler Mover	\$26.87	\$26.87	\$27.41	\$28.10
Order Builder Casual	\$16.20	\$16.20	\$16.52	\$16.93
Sales Equipment Service Person Casual	\$17.72	\$17.72	\$18.07	\$18.52

<b>2. Outside Employees</b>	<b>January 1, 2020 (0%)</b>	<b>January 1, 2021 (0%)</b>	<b>January 1, 2022 (2%)</b>	<b>January 1, 2023 (2.5%)</b>
Delivery Driver	\$28.65	\$28.65	\$29.22	\$29.95
Delivery Helper	\$26.07	\$26.07	\$26.59	\$27.25
Merchandiser Work Performed by a regular employee to avoid layoff or performed by an employee on a modified program	\$4 less per hour than the driver rate	\$4 less per hour than the driver rate	\$4 less per hour than the driver rate	\$4 less per hour than the driver rate
Merchandiser Casual	\$13.40	\$13.40	\$13.67	\$14.01
Delivery Helper Casual	\$14.50	\$14.50	\$14.79	\$15.16
Delivery Driver Casual	\$19.47	\$19.47	\$19.86	\$20.36
Merchandiser	\$18.05	\$18.05	\$18.41	\$18.87

3. It is understood and agreed that the Company, in hiring any new regular employee, may pay **them**:
  - (a) until the commencement of the first week following the completion of **their** probationary period (for new employees); or
  - (b) an 8-week qualifying period as per Article 6.06 (for employees with established seniority); at a rate of \$4.00 per hour less than the job rate to which **they are** assigned;
  - (c) thereafter and until the commencement of the first week following the completion of **their** subsequent three (3) months of continuous employment, a rate of two dollars and twenty-five cents (\$2.25) per hour less than the job rate of the job to which **they are** assigned, and
  - (d) thereafter at the job rate of the job to which the employee is assigned.
4. It is understood and agreed that the Company, in hiring any new casual employee, may pay **them** \$1.00 per hour less than the job rate to the job to which **they are** assigned until the Casual employee completes **their** probationary period outlined in Article 2.03 (b).
5. **The Order Builder wage scale for employees who are hired by the Company after August 1, 2021, or employees who post into this position from a lower paying position will be:**
  - i) **Start rate 80% of the Full Job Rate**
  - ii) **First Anniversary after accepting Order Builder position 90% of the Full Job Rate**
  - iii) **Second Anniversary after accepting Order Builder position Full Job Rate**
6. Where an employee is temporarily transferred to a job which carries a higher rate of pay than the job from which the employee was transferred and provided that the employee remains in such higher rated job for a period greater than two (2) hours, the employee shall be paid at the higher rate for all time worked in such higher-rated job.
7. Where an employee is temporarily transferred to a job which carries a lower rate of pay than the job from which the employee was transferred and while work is available for **them** in the job from which **they were** transferred, the employee shall continue to be paid at the higher rate.
8. In all cases of permanent transfers, the transferred employee will be paid the rate of the job to which **they are** transferred.
9. **The Shunter Classification shall earn fifty (\$.50) cents per hour more than the Shipper/Receiver rate. The position will require employees to have the proper license to shunt trailers and will be required to perform all warehouse functions when not shunting.**

10. **Lead Hand Premium**

The Company may appoint any employee as lead hand and the employee shall be paid a premium of one dollar (\$1.00) per hour for all hours worked in that capacity. This premium shall not be considered as forming a part of any employee's regular wage rate for the purpose of any other calculation under this Collective Agreement.

11. Note: Wage rates for casual employees may be adjusted by the Company during the life of the Collective Agreement to reflect market competitiveness. At no time will the rate of pay for a casual employee classification exceed the regular full-time employee wage rate for that same role.

**APPENDIX "B"****TWELVE (12) HOUR SHIFTS**

1. The Company may schedule twelve (12) hour shifts for the Outside seniority list and Sales Equipment Service where stem times are excessive and work can be carried out more efficiently with the use of twelve (12) hour shifts.
2. Employees may select such twelve (12) hour shifts based on seniority and where there are insufficient employees volunteering for such shifts, the Company shall schedule junior employees for this work.
3. The Parties agree that hours of work on a twelve (12) hour shift shall average forty (40) hours per week over a three (3) week period.
4. The following practices shall exist regarding twelve (12) hour shifts:
  - (a) shift schedules shall be posted in accordance with the provisions of the Collective Agreement.
  - (b) Where an employee is scheduled to work a twelve (12) hour shift, **they** shall receive two (2) paid fifteen (15) minute rest periods and one (1) paid thirty (30) minute meal period.
  - (c) Where an employee is required to work on their first scheduled day off, **they** shall be paid at the rate of time and one-half (1 ½) for all such hours worked on that day and, where required to work on any subsequent day off, **they** shall be paid at the rate of double (2x) time for all hours worked on those days.
  - (d) All time worked in excess of the twelve (12) hour shift shall be paid for at the rate of double (2x) time for all hours.
  - (e) If a holiday is observed on an employee's day off, the employee will have the option of receiving twelve (12) hours' pay or a day off with pay at a time mutually agreed between the Company and the employee.
  - (f) If a holiday is observed on an employee's scheduled workday and the employee does not work on the holiday, the employee will receive twelve (12) hours' pay at the employee's regular rate of pay.
  - (g) The schedule for twelve (12) hour shifts will be two (2) weeks of three (3) consecutive twelve (12) hour days and one (1) week of four (4) consecutive twelve (12) hour days averaging forty (40) hours per week over a three (3) week period unless and in the event of a layoff where work is not available. Employees shall be permitted to exercise their seniority for a preferred shift schedule.
  - (h) An employee who is scheduled to work on a twelve (12) hour shift and who is absent for reasons for jury duty, sick leave (subject to the restrictions of Article 15) bereavement leave, statutory holidays or negotiations shall be compensated for twelve (12) hours of lost pay at **their** regular hourly rate of pay. For the purposes of sick leave cash out and paid time off for unused sick leave credits, employees who work twelve (12) hour shifts shall have their sick leave bank exhausted after forty-eight (48) hours or more has been paid as compensation for sick time off.

**LETTER OF AGREEMENT #1**

**Between**

**Coca-Cola Canada Bottling Limited**

**And**

**Retail, Wholesale and Department Store Union, Local 558**

**Re: Seniority Determination**

Where two (2) or more employees have been hired on the same day, their seniority standing shall be determined by the "random draw method" whereby the first name pulled shall be considered the senior employee, etc. until all names have been pulled and seniority standing determined.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger

**LETTER OF AGREEMENT #2**

**Between**

**Coca-Cola Canada Bottling Limited**

**And**

**Retail, Wholesale and Department Store Union, Local 558**

**Re: Sales Equipment Service Delivery**

It is understood and agreed that employees in the Sales Equipment Service Department will carry enough inventory and cash to do initial set-ups for Full Service Vending (or loaned vending on an exception basis) and fountain, when such equipment is delivered and installed by them. Where practical, employees in the Sales Equipment Service Department may also be required to perform close-outs for Full Service Vending equipment. Employees in the Sales Equipment Service Department will carry one (1) CO2 cylinder for emergency use and one (1) CO2 cylinder for each fountain set-up. Cooler Movers shall receive the Delivery Driver rate of pay for time spent while performing first fills and close outs.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger

**LETTER OF AGREEMENT #3**

**Between**

**Coca-Cola Canada Bottling Limited**

**And**

**Retail, Wholesale and Department Store Union, Local 558**

**Re: Scheduled Days Off**

Notwithstanding the provisions of Article 11.03 of the Collective Agreement, the Company and the Union agree to continue the present practice of days off for regular employees who work on a 4 x 10 shift schedule.

However, where the needs of the business are changed during the life of the Collective Agreement, the Company and the Union shall meet to discuss and resolve the amendments to the present practice.

Where the Company is scheduling employees for three (3) consecutive days off, preference for such scheduling shall be given to senior employees.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger

**LETTER OF AGREEMENT #4**

**Between**

**Coca-Cola Canada Bottling Limited**

**And**

**Retail, Wholesale and Department Store Union, Local 558**

**Re: Merchandisers**

This will confirm the understanding reached during the 2009 negotiations regarding merchandising work. The parties have agreed for the life of this Collective Agreement, to the following:

1. The Company will employ “casual employees” to conduct merchandiser duties at a rate of pay in accordance with the Merchandiser casual wage rate indicated in Appendix A, if required. However, full-time Merchandiser positions shall be subject to Letter of Agreement #7 re: Full-Time Staffing Trigger.
2. Where work is not available for regular Delivery Drivers and Delivery Helpers, they shall have the option of performing merchandiser work at a rate of pay in accordance with the Merchandiser wage rate indicated in Appendix A.2, if required. This work is only offered to Delivery Drivers and Delivery Helpers who are laid off and due to the fact that they already know how to perform this work as part of their regular duties and are knowledgeable with the Company’s merchandising and customer service standards. Where such work is declined, the employee may elect layoff and the Company shall employ casual employees to perform merchandising work.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger



**LETTER OF AGREEMENT #5****Between****Coca-Cola Canada Bottling Limited****And****Retail, Wholesale and Department Store Union, Local 558****Re: Sales Equipment Service Trainee**

Notwithstanding any other provisions of this Collective Agreement which may be contrary, it is mutually understood and agreed that the following arrangements and conditions shall apply to the position of Sales Equipment Service Trainee.

1. Candidates for a posted job vacancy as a Sales Equipment Service Trainee shall be considered in order of seniority, provided they:
  - (a) successfully complete an appropriate aptitude test prior to appointment, it being agreed that an employee shall not be permitted to take such test on more than one (1) occasion in any twelve (12) month period; and,
  - (b) be prepared to undertake and successfully complete a prescribed course of Company sponsored training and aptitude test prior to appointment, it being agreed that an employee shall not be permitted to take such test on more than one (1) occasion in any twelve (12) month period, and
  - (c) holds a valid and appropriate driver's license.
2. The successful candidate for a posted vacancy in the position of Sales Equipment Service Trainee will be appointed to that position on the condition that the employee undertakes such training as the Company may require. Notwithstanding, however, the employee may revert back to **their** previous position within the first 500 hours of position related training; thereafter, the employee agrees to remain in the Trainee position until becoming qualified as a Sales Equipment Serviceperson.
3. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of the Sales Equipment Service Trainee. In such event, the employee shall revert to **their** former position and, in doing so, may displace the employee who succeeded **them** in that position.
4. Trainees will be reclassified and paid as a Sales Equipment Serviceperson when they have completed a minimum of 2,000 hours of position related training and are deemed competent to perform the requirements of the position based on an evaluation of their ability. The employee must remain in the position of Sales Equipment Serviceperson for a minimum period of two (2) years, unless as otherwise agreed to by the Company.

- 5. The rate of pay for the Sales Equipment Service Trainee shall be as per Appendix "A" of this Collective Agreement.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
José Alonso

**FOR THE UNION**

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger

**LETTER OF AGREEMENT #6**

**Between**

**Coca-Cola Canada Bottling Limited  
And**

**Retail, Wholesale and Department Store Union, Local 558**

**Re: Employee Layoffs**

This will confirm the April 14, 1994 agreement in which the Company verbally provided the following undertakings:

1. When an employee is laid off in a staff reduction, an Employment Insurance Commission separation certificate will be issued showing "laid off" as the reason for the interruption in earnings.
2. We will then endeavour not to recall such an employee **until they** have been off work for seven (7) days.
3. However, if additional staff is required and no laid off employee has volunteered to return to work to fill the vacancy then the normal recall procedures will be implemented.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger

**LETTER OF AGREEMENT #7****Between****Coca-Cola Canada Bottling Limited****And****Retail, Wholesale and Department Store Union, Local 558****Re: Full-Time Staffing Trigger**

During the course of 2004 negotiations, the Parties were desirous of establishing a system which would trigger the hiring of additional full-time regular employees based on the needs of the business. As a result of such negotiations, the Parties have agreed to the following:

1. The Company will endeavor to staff its operations with employees on a full-time basis whenever a reasonable degree of employee utilization can be achieved. It is recognized, however, that employment of casual employees may be desirable due to the varying workloads of the Company and/or to relieve for the casual employee absences of full-time employees.
2. Full-time regular vacancies which are caused through retirements, promotions, demotions, terminations of employment or increases in staffing levels shall, if replacements are required, continue to be filled in accordance with the provisions of Article 6.05 herein.
3. In the hiring of new regular full-time qualified employees for the bargaining unit, preference will be given by the Company to qualified casual employees in the order of their date of hire.
4. Every June and February, a Company Committee will meet with a Union Committee to examine the Company's records which will indicate the number of regular actual straight time hours worked, including holiday paid hours worked and fifty (50%) percent of actual overtime hours worked by employees in the bargaining unit. For the review in February of each year, such hours worked shall be for the months of September (5 weeks), October (4 weeks), November (4 weeks), of the previous year and January (4 weeks) of the current year. For the review in June of each year, such hours worked shall be for the months of February (4 weeks), March (5 weeks), April (4 weeks) and May (4 weeks). Where the Company is required to supply and service a major event on a one-off basis, the hours associated with that event shall not be taken into account in the foregoing calculations. Actual classifications of employees to be hired shall be as determined by the Company.
5. Once hours have been established, as per paragraph (4) above, the following formula will be applied (rounded down) to determine the total number of full-time equivalent hourly employees required for those hours as follows:

Total calculated hours (excluding relief hours divided by seventeen (17) weeks, multiplied by forty (40) hours, (i.e. total calculated hours/17 x 40 = total number of full-time employees required.

Note:

- (a) If this number is greater than the current number of full-time employees at the time of calculation then the difference is the number of new full-time positions required.
- (b) If this number is the same as or less than the current number of full-time employees, at the time of calculation, then no additional full-time employees are required.

6. Should additional employees be required, as a result of the foregoing calculation, such vacancies shall be posted in accordance with Article 6.05 of the Collective Agreement, within thirty (30) calendar days of determining the number of additional full-time employees required. The Parties shall determine from which department increased numbers, if any, are required.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger

**LETTER OF AGREEMENT #8**

**Between**

**Coca-Cola Canada Bottling Limited**

**And**

**Retail, Wholesale and Department Store Union, Local 558**

**Re: Shipper Receiver**

Any employees employed by the Company as of August 10, 2009 who obtain an Order Builder position will receive the Shipper/Receiver rate as of their first day of work in the warehouse.

Any new hires (from August 11, 2009 onward) will be paid at the Order Builder rate.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger

**LETTER OF AGREEMENT #9**

**Between**

**Coca-Cola Canada Bottling Limited**

**And**

**Retail, Wholesale and Department Store Union, Local 558**

**Re: Base Plus Commission Pay**

The Union and Company agree that during the life of this collective agreement (at the initiation of the Company), the parties agree they will meet for the purpose of negotiating, and if mutually agreed to, implement a base plus commission pay structure for job classifications identified by the Company.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger

**LETTER OF AGREEMENT #10**

**Between**

**Coca-Cola Canada Bottling Limited**

**And**

**Retail, Wholesale and Department Store Union, Local 558**

**Re: Employees doing Delivery Driver Returned Loads**

During 2017 negotiations the Company and Union discussed the need to have qualified employees to do the work of a Delivery Driver when no Delivery Driver is available to deliver returned loads. Consistent with the collective bargaining agreement, the parties agree that the following process will be used to determine what employee will do the Delivery work:

1. After exhausting the driver classification, the Company will canvass outside the Delivery Driver classification, by order of seniority all qualified employees present at work at the time the work is required.
2. If no senior employee volunteers to do the work, then the Company can assign the work to the junior qualified employee in accordance to the collective bargaining agreement.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger



**LETTER OF AGREEMENT #11**

**Between**

**Coca-Cola Canada Bottling Limited**

**And**

**Retail, Wholesale and Department Store Union, Local 558**

**Re: Company Defined Contribution Pension Plan**

During 2017 negotiations, the Company and Union agreed to the transition from the Company's Defined Benefit Pension Plan (DB) to a new Defined Contribution Pension Plan (DC) for future service for all employees. The new DC is composed of two components, a Mandatory Contribution component (a mandatory 5% Company and 2% employee contribution referenced in the Collective Agreement) and an Optional Contribution component (up to an optional 5% employee contribution with a 50% match by the Company which is not referenced in the Collective Agreement).

The Company and Union agree that the Optional Contribution component will be made available to employees (subject to eligibility requirements) for the life of the Collective Agreement dated January 1, **2021** to December 31, **2023**.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, **2021**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
John Thompson

\_\_\_\_\_  
Mike Arno

\_\_\_\_\_  
Kelsey Diamond

\_\_\_\_\_  
Dean Welcher

\_\_\_\_\_  
José Alonso

\_\_\_\_\_  
Howard Hiebert

\_\_\_\_\_  
Rocky Luchsinger