

**THIS AGREEMENT MADE THIS 28<sup>th</sup> DAY OF MARCH, 2022.**

**BETWEEN:**

**PEPSICO BEVERAGES CANADA (PEPSICO CANADA ULC)**, a body corporate carrying on business in the City of Saskatoon, in the Province of Saskatchewan, (hereinafter referred to as the “Company”)

OF THE FIRST PART

**AND:**

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

OF THE SECOND PART

THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

**ARTICLE 1 - PURPOSE**

1.01 The Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and the employees covered by this Agreement, to provide for methods of fair and amiable resolutions of issues which may arise between them and to promote efficient and effective operations.

**ARTICLE 2 - UNION RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees employed by PepsiCo Beverages Canada (PepsiCo Canada ULC), in the City of Saskatoon, in the Province of Saskatchewan, excluding Branch Manager, Sales Manager, Fleet Manager, Sales Representatives, Fleet Maintenance Supervisor, Mechanic and Office Staff.

2.02 The Union recognizes and acknowledges that the management of the operations and the direction of the workforces are fixed exclusively with the Company.

2.03 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) when an employee is not available due to being late for work or absent from work and a suitable replacement is not available.

### **ARTICLE 3 - DEFINITION OF EMPLOYEES**

- 3.01 The term “employees” as used in this Agreement shall refer only to those employees covered by the terms of this Agreement.
- 3.02 An “inside employee” is one who works in the **PES/MEM department** and is not an “outside employee”.
- 3.03 An “outside employee” is one who works in the delivery/merchandising functions and is not an “inside employee”.
- 3.04 A “permanent full-time employee” is one who, on a regular and recurring basis, is normally scheduled to work not less than forty (40) hours per week after completion of the probationary period. A permanent full-time employee who has his hours of work reduced to less than forty (40) hours per week on a temporary basis does not convert to part-time employee status, but rather, retains his status as a permanent full-time employee.
- 3.05 A “part-time employee” is one who, on a regular and recurring basis, is normally scheduled to work less than forty (40) hours per week, after completion of the probationary period provided, however, a part-time employee who works a schedule of thirty (30) hours or more a week on a regular basis shall be considered a permanent full-time employee for the purpose only of participating in the Health and Welfare Benefit Plans.
- 3.06 (a) A “temporary employee” is an employee who is hired to meet seasonal or peak demands (these periods normally being, but not restricted to, April 1st to September 30th and November 15th to January 15th) or as a replacement for a permanent full-time employee who is on vacation, on an approved leave with or without pay, on a casual absence, on short or long term disability or Workers Compensation and whose services will be of a limited duration and, in any event, of not more than six (6) months’ duration.
- (b) Temporary employees are not normally hired with the intent of becoming permanent full-time or part-time employees. Accordingly, the employment of an employee hired as a temporary employee shall automatically terminate at the expiry of the available work for which the employee was hired. An employee hired as a temporary employee shall be advised at the time of his hiring of his temporary status and the estimated duration of his employment **and a notice of the duration will be given to the Union**. It is understood that the hiring of a temporary employee under the conditions set forth in this Article does not create a new position or vacancy if such employment is for less than six (6) months. Therefore, temporary employees will not be used to fill a position or vacancy for which the Company needs a permanent full-time employee on a permanent basis. Rather, such a permanent full-time position will

be posted in accordance with the job posting provisions of this Agreement.

- (c) A temporary employee shall have no rights under the seniority provisions of this Agreement.
- (d) Temporary employees shall not have access to the grievance and/or arbitration procedure in the event of dismissal or layoff.
- (e) In the event that a temporary employee is offered permanent employment with the Company, time spent as a temporary employee shall be credited to the probationary period as defined in Article 10 of this Agreement.
- (f) Temporary employees shall accumulate seniority on the basis of actual hours worked solely for the purposes of determining promotion as per Article 13.03 of the Collective Agreement.

3.07 In this Agreement the use of the masculine pronoun shall be construed as if the feminine pronoun had been used where the context so requires.

3.08 In this Agreement when the plural is used, it shall also mean the singular, wherever applicable.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 The management of the operations and the direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order, discipline and efficiency and in connection therewith: to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause.
- (b) Select, hire, transfer, assign to shifts, promote, demote, classify, layoff, recall and select employees for positions excluded from the bargaining unit. Union members shall not be forced to accept a position outside the bargaining unit.
- (c) Establish and administer tests for the purpose of assisting the Company in determining an individual's qualifications and require medical examinations at the Company's expense and without loss of pay at any time with forty-eight (48) hours' notice.

(d) Operate and manage the business in all respects in accordance with the Company's commitments, obligations and responsibilities including the right to determine the nature and kind of business conducted by the Company, determine the number and location of the Company's establishments, the extension, limitation, curtailment or cessation of operations or any part thereof, direction of the workforce, schedules of operations, number of shifts, products and services to be rendered, methods, tools, processes and means of warehousing and distribution methods, techniques and work procedures, quality and quantity standards, kinds and locations of equipment, machinery and vehicles to be used at any time, selection and use of materials required by the Company; determine job content, establishment of work or job assignments, change, combine or abolish job classifications, qualifications of an employee to perform any particular job; decide the number and type of employees needed by the Company at any time, number of hours to be worked; starting and quitting times, when overtime shall be worked; determine financial policies, including general accounting procedures and customer relations.

4.02 The Company reserves the right to select its own medical examiner or physician when requiring a medical examination under sub-paragraph (c) above.

4.03 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set for the Company therefore retaining all rights not otherwise specifically and expressly covered in this Agreement.

4.04 The Company agrees that it will not exercise its functions in a manner inconsistent with the expressed provisions of this Agreement and, in this regard, in administering this Agreement, the Company shall act reasonably, fairly and in good faith and in a manner consistent with the Agreement as a whole.

#### **ARTICLE 5 - STRIKES AND LOCKOUTS**

5.01 In view of the orderly procedures established by this Agreement, for the settling of disputes and the handling of grievances, the Union and the employees it represents agree that, during the life of this Agreement, there will be no strike, interruptions, slow-down or stoppage of work either complete or partial, picketing or any other interference which will halt, disrupt, limit or interfere with normal service or work.

5.02 The Company agrees not to illegally lockout.

5.03 In the event that any employee(s) strikes or takes any action contrary to 5.01 above then the Union shall instruct said employee(s) to return to work and perform his usual duties.

**ARTICLE 6 - UNION SECURITY AND UNION CHECK-OFF**

- 6.01 (a) Every employee shall, as a condition of his or her continued employment, become and remain a member in good standing of the Union.
- (b) No employee shall unreasonably be denied membership in the Union. If an employee is denied membership or has his membership terminated for reasons other than the failure to tender uniform union dues and initiation fees, the employee, if he tenders such payments, shall be deemed to maintain his membership.
- 6.02 (a) Every employee shall, as a condition of his continued employment, authorize the Company in writing, to deduct from the monies payable to him thereafter during the life of this Agreement and during the life of any subsequent collective agreement containing similar provisions, such amount as may from time to time be certified in writing by the Union to the Company as being the amount of Union dues currently payable.
- (b) On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Steward or Representative. An Officer of the Union shall be given the opportunity to meet with the new employee within regular working hours without loss of pay for a maximum of fifteen (15) minutes during the first week of employment for the purpose of acquainting the new employee with the benefits and duties of the Union membership and his responsibilities and obligations to the Company and the Union.
- (c) Every new employee shall within thirty (30) days after the commencement of his employment complete and sign an application for membership in the Union and an authorization for deduction from his pay of such amount as may be at that time, certified by the Union to the Company, as the Union's standard initiation fee.
- (d) Initiation fees, assessments and Union dues deducted by the Company shall be remitted to the Secretary/Treasurer of the Union by the tenth day of the following month in which such deductions were made, together with such detail and explanation as may be reasonably required. The number of hours paid as well as the Local assessment shall be shown in such detail. Such information will include the name of any new bargaining unit employees as well as the name of any employees who have terminated employment.
- 6.03 The Union shall indemnify and save the Company harmless from any and all claims, demands and proceedings that may arise from any deductions or any related action or actions.

6.04 Dues, Receipts

At the same time that Income Tax (T4) Slips are made available, the Company will type on the amount of union dues paid by each union member in the previous year.

**ARTICLE 7 - UNION ACTIVITIES**

7.01 Selection of Stewards

The Company acknowledges the right of the Union to appoint or otherwise elect Stewards who shall be full-time employees of the Company and who shall not be more than **three (3)** in number.

The Union will notify the Company, in writing, of the names of its Stewards and may also notify the Company of the names of additional employees who may serve as alternate Stewards in the absence from work of a regular Steward. The Company will not recognize any individual as a Steward until it has received such notification from the Union. The number of Stewards may be altered by written agreement between the parties.

7.02 Activities of Stewards

- (a) The Union acknowledges that a Steward has regular duties to perform on behalf of the Company, therefore, whenever possible, the Steward shall conduct his activities outside regular working hours (which excludes coffee and lunch breaks). In a grievance situation which requires a Steward's attention during working hours, he shall not leave his regular duties without first obtaining permission to do so from his immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not, therefore, be unreasonably withheld. Stewards shall return to their regular duties as expeditiously as possible.
- (b) The Company reserves the right to limit such time if the time requested is unreasonable. The Company agrees that, if in the event grievances are discussed with management during regular working hours then all time so involved by the Steward shall be deemed to be time worked.

7.03 Access of Union Representative

- (a) The Staff Representative of the Union shall have access to the Company's premises for the purpose of consulting with the Company or with a Steward with regard to Union matters or to interview an employee providing the Staff Representative has first obtained the permission of the Company, such permission not to be unreasonably withheld.

- (b) Consultations with a Steward or interviews with an employee shall be held in place in the plant designated by the Company, normally the lunch room, and time taken shall be reasonable and by mutual agreement. The interviews or consultations will be scheduled during the lunch period or rest period, or immediately prior to or immediately following the employee's scheduled shift. In no case will interviews or consultations be permitted to unduly interfere with or disrupt operations of the Company.

7.04 Union Meetings

The Union agrees that there shall be no soliciting of members or other Union activities on the premises of the Company or during working hours except as permitted by the Agreement. It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Company at any time without the prior approval of the Company. Violation by any employee of any of the foregoing provisions shall be cause for discipline of such employee by the Company.

7.05 Bulletin Boards

The Company agrees to provide access to the bulletin board on its premises for the use of the Union. The main purpose of the bulletin board shall be for the posting of proper notices related to Union meetings, Union elections, the names of Union officers or stewards, social and recreational events. With respect to such notices, prior approval of the Company need not be obtained although the Union shall furnish the Company with a copy of such notices prior to posting. The contents of such notices will not contain any comments that are detrimental to the Company or any of its employees. Notices or other material that do not fall within the preceding definition shall, prior to posting, require the prior approval of the Company expressed by the initials or signature of the Branch Manager or his delegated representative.

7.06 Union Leave

- (a) The Company agrees that where an employee has been designated in writing by the Union to attend a Union Convention, Conference or Union educational or similar function, a leave of absence without pay and without loss of seniority shall be granted. The Union will give the Company two (2) weeks' notice in advance and provide the names of the delegates selected. The number of delegates shall not exceed those stated in Article 20.04(b) of this Agreement.
- (b) Time off without pay shall be granted (without loss of seniority) to a limit of six (6) months per year to one (1) member of the bargaining association in order to assist in conducting the business of the Union. More time may be granted, if

necessary, upon approval of the direct Supervisor. Wages and benefits are to be paid in accordance with Article 7.08 of this Agreement.

7.07 Negotiations Leave

The Company agrees to allow a maximum of three (3) employees in the bargaining unit time off without loss of pay and without loss of seniority up to the point of mediation and/or conciliation for the purpose of attending negotiations for the renewal of this Agreement.

7.08 An employee will receive the pay and benefits provided for in this Agreement when on unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Company for all pay and benefits during the period of absence.

**ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

8.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible and it is understood that an employee may present an oral complaint at any time to his immediate supervisor. The employee shall have the opportunity to have his Steward present when raising such a complaint.

8.02 A grievance shall be defined as a complaint regarding the interpretation, application or alleged violation of the terms and provision of this Agreement or, in the case of any employee who has acquired seniority under this Agreement, a complaint that he has been discharged or disciplined without just cause.

8.03 (a) The word "days" as used in this Article shall mean working days other than Saturdays, Sundays or a general holiday as referred to in Article 21.

(b) The discussion and decision made on each grievance shall be limited to the matter specified in the written grievance at Step 1.

(c) It is understood by both parties that any resolution of a grievance at Step 1 shall not establish a precedent for future cases and shall not be relied on by either party in the handling of any other matter.

8.04 Grievances shall be processed in the following manner and sequence:

Step 1 The Union Steward in the department in which an aggrieved employee works, or an employee, who shall be accompanied by a Steward, shall submit a signed, dated, written statement of such grievance (on a form supplied by the Union) to the appropriate Manager within fifteen (15) days of the event giving rise to the grievance. If not so presented, the grievance



shall be forfeited and waived by the aggrieved party. The grievance shall set forth the nature of the grievance and the relief or remedy sought. The appropriate Manager shall meet with the employee and his Steward to discuss the grievance within ten (10) days of receipt of the Grievance. The appropriate Manager shall deliver his decision in writing within five (5) days after the meeting has been held. Failing settlement or receipt of an answer from the appropriate Manager, then:

Step 2

The Union Steward or the Union Representative shall forward the written grievance to the Human Resources Manager/Branch Manager or his delegated representative within ten (10) days from the date the appropriate Manager issued or was required to issue his answer in writing. The Union may request a meeting with the assigned Company Representative. If so requested, the Company Representative will arrange a meeting with the Union Representative, appropriate Steward and, if required, the grievor to discuss the grievance within ten (10) days of the request. The Company Representative will deliver his decision in writing within ten (10) days following the grievance meeting or, if no meeting, within ten (10) days following the date on which the grievance was presented to him.

- 8.05 Any grievance relating to the suspension or discharge of any employee shall be submitted directly to Step 2 of the Grievance Procedure within ten (10) working days of such suspension or discharge.
- 8.06 Any step of the grievance procedure or any of the time limits in the Grievance procedure may be waived or extended by mutual agreement in writing between the Company and the Union. In determining the time limits, no account shall be taken of the day on which the grievance was presented.
- 8.07 If final settlement of the grievance is not reached at Step 2 then the grievance may be referred, in writing, by either party, to arbitration at any time within twenty (20) days after the final decision was or should have been given at Step 2. If no such written request for arbitration is received within the twenty (20) day time limit, then the grievance will be deemed to have been abandoned.
- 8.08 Any complaint or grievance which is not commenced or processed through the next stage of the grievance procedure, including reference to arbitration within the time specified, shall be deemed to have been abandoned and considered to have been settled on the basis of the reply to the grievance. If no written answer has been given to the grievance within the time limits specified, the grievor shall be entitled to submit the grievance to the next step including arbitration.
- 8.09 The parties expressly agree that this Article does not apply in the case of the discharge for any reason whatsoever of a probationary employee as defined in Article 10 of the Agreement.

- 8.10 Written decisions arrived at between the Company and the Union on the disposition of any specific grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 8.11 Wherever possible, grievance meetings will be held during working hours **at a mutually agreed upon time.**

8.12 Arbitration

A properly constituted grievance conforming with this Agreement may be referred to a three-person Arbitration Board as follows:

- (a) A request for arbitration shall be made in writing by either party addressed to the other party to this Agreement and shall be made within the time limit referred to in Article 8.07. Such request will also indicate the name of the referring party's nominee to the Arbitration Board. Within seven (7) days thereafter, the other party shall answer, in writing, indicating the name and address of its nominee to the Arbitration Board. The parties shall select an impartial Chairperson. Upon agreement by the parties, a Single Arbitrator may be appointed.
- (b) If the party receiving the notice fails to appoint a nominee or if the two parties fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour for the Province of Saskatchewan upon request of either party.

- 8.13 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 8.14 The majority decision of the Arbitration Board shall be final and binding upon the parties and upon any employee affected by it.
- 8.15 The Arbitration Board shall not have any jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement nor to substitute any new provisions in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.16 The parties will share equally the fees and expenses of the Chairperson.

**ARTICLE 9 - HEALTH AND SAFETY**

- 9.01 The Company, the Union and the employees mutually agree to co-operate in maintaining and improving safe working conditions in the Company's premises and in its operations in accordance with the provisions of the Saskatchewan Employment Act.

- 9.02 (a) A Safety Empowerment Team will be established consisting of three (3) representatives appointed by the Company and three (3) by the Union. The Company will post the names of the Safety Empowerment Team so that all employees will know to whom they can report unsafe conditions.
- (b) In the event that a safety-related issue is voted on, an equal number of votes will be available to the bargaining unit members of the Team and Management.
- 9.03 Because a food product is handled, the Company may require physical examinations for persons newly associated with the Company and subsequent examinations of all Company persons on a periodic basis and physical examinations for those employees returning from sickness or accident absence. Costs associated with those examinations, when required by the Company, shall be borne by the Company.
- 9.04 Supervisory employees are charged with the responsibility of considering all reasonable requests dealing with working conditions and the Company will cooperate with such reasonable requests to the best of its ability. Where a request cannot be fulfilled, it is incumbent on the supervisor to so advise the employees.
- 9.05 (a) To promote the protection of the employees from the risk of personal injury, full-time/part-time permanent employees will be provided with an allowance of **two hundred and forty (\$240.00) dollars on January 31, 2019** towards the purchase of approved safety footwear which is required for an employee to do his job safely, **two hundred and forty-five (\$245.00) dollars in 2023 and two hundred and fifty (\$250.00) dollars in 2025**. This allowance shall be paid out by January 31 of each calendar year.
- (b) Temporary employees will be provided with a safety boot allowance of fifty (\$50.00) dollars, **fifty-five (\$55.00) dollars in 2023 and sixty (\$60.00) dollars in 2025** per annum upon completion of 160 hours.
- 9.06 If Management asks an employee to attend a safety meeting or training, it is paid time. If an employee asks to attend a safety meeting and his attendance is not mandatory, it is not paid time.
- 9.07 Safety Committee and Training
- The Company shall grant the employee members of the Labour/Management Safety and Health Committee (or designates), educational leave for a period of three (3) normal working days per person per calendar year without loss of pay or benefits, for the purpose of attending workplace safety and health seminars, programs or courses of instruction offered and/or approved by the workplace safety and health division and approved by the Safety and Health Committee. The cost of registration for approved courses as well as accommodations shall be paid by the Company.

**ARTICLE 10 - PROBATIONARY PERIOD**

- 10.01 (a) Employees hired on a full-time basis shall be hired as probationary employees and the probationary period shall be for a period of ninety (90) working days. The said probationary period may be extended for an additional twenty (20) working days by mutual agreement between the Company and the Union.
- (b) Employees hired on a part-time basis shall be hired as probationary employees and the probationary period shall be for a period of four hundred and twenty (420) working hours. The said probationary period may be extended for an additional eighty (80) working hours by mutual agreement between the Company and the Union.
- (c) It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged or laid off at any time at the sole discretion of the Company and any such discharge shall be deemed to be for just cause and shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.
- (d) A permanent full-time employee who has successfully completed the probationary period shall have his seniority made effective from the last date of employment.

**ARTICLE 11 - ACCESS TO PERSONNEL FILES**

- 11.01 Upon written request by the employee to the Company, the Company, as soon as is possible following receipt of the request, agrees to allow the employee in the presence of the Company Representative, to have visual access to his personnel file located at Calgary once per calendar year. The time taken for such a review shall not be during the employee's normal working hours unless the Company Representative otherwise agrees. This provision does not guarantee, nor shall it be construed as a requirement that all documents or records pertaining to the employee are or must be contained in such file.

**ARTICLE 12 - SENIORITY**

- 12.01 Seniority of an employee shall mean the length of his unbroken service within the Bargaining Unit since the last date of hire as determined by this Agreement.
- 12.02 The Company shall maintain one (1) seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on a quarterly basis. A copy shall also be given to the Chief Shop Steward or designate.

- 12.03 Seniority for part-time employees shall accumulate in accordance with the number of hours worked since the last day of hire such that 2,080 hours worked is equivalent to one (1) year of seniority.
- 12.04 Seniority for part-time employees transferring to a regular permanent full-time position or for a regular permanent full-time employee transferring to a part-time position shall be based on their accredited seniority.
- 12.05 Full-time employees shall be scheduled prior to part-time employees (i.e. preferred shifts).
- 12.06 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- (a) He quits for any reason and does not rescind such resignation within forty-eight (48) hours;
  - (b) He retires;
  - (c) He is discharged for just cause and not reinstated through the grievance and arbitration procedure;
  - (d) He is laid off for a period of the lesser of twelve (12) months or the length of the employee's seniority;
  - (e) After obtaining an authorized leave of absence, he fails to report to work at the expiration of this leave of absence, unless the employee can satisfy the Company that he had a reasonable excuse for failing to report;
  - (f) He is absent from work for two (2) consecutive scheduled workdays, without an authorized leave of absence or without notifying the Company, in which case, the employee shall be deemed to have quit voluntarily unless the employee provides a reason satisfactory to the Company;
  - (g) He takes gainful employment elsewhere while on a leave of absence, unless he obtains the written consent of the Company;
  - (h) He is on layoff and fails to return to work within forty-eight (48) hours of being verbally notified to report to work or fails to return to work within seven (7) working days of being sent written notice to so report by registered mail or telegram to his last known address. The onus is on the employee to inform the Company of his current address in order to qualify for recall;

- (i) He is absent from work due to accident or illness for the lesser of twenty-four (24) months or the length of the employee's seniority or becomes permanently disabled. In these instances, the Company will give every reasonable consideration to returning a recovered employee to a job within the bargaining unit which the recovered employee is capable of performing but the returning employee cannot displace another full-time senior employee upon such return. The Company and the Union recognizes their responsibilities to follow the Saskatchewan Human Rights Code and the Saskatchewan Employment Act in the application of this clause.

### **ARTICLE 13 - JOB POSTING AND FILLING OF VACANCIES**

13.01 The Company shall post notices (in the Lunch Room) of permanent vacancies or new positions covered by this Agreement for at least ten (10) full working days to enable interested employees to make written applications for the vacant or new position. **A copy of each notice shall be forwarded to all employees via cell phone as well.** The term "permanent vacancy" means any permanent full-time or part-time job opening of more than thirty (30) working days' duration but does not include:

- (a) Any job opening of less than thirty (30) working days' duration or longer with the approval of the Union; or
- (b) A temporary position within the meaning of Article 3.06(a) of this Agreement requiring a "temporary employee" as defined in that Article; or
- (c) A job opening in the Driver/Merchandiser Assistant job classification.

Vacancies or openings in (a), (b) or (c) need not be posted and may be filled by the Company, in its discretion.

13.02 Interested employees must apply within the **ten (10)** working days' period. The Company is not precluded from advertising outside the Company nor shall it be precluded from filling any new position or vacancy on a temporary basis during the period of posting.

13.03 In filling permanent vacancies or new positions within the bargaining unit, the following factors will be considered:

- (a) seniority;
- (b) qualifications, experience, efficiency, skill, ability and reliability.

Where among competing applicants the factors in (b) are relatively equal then (a)

will govern. It shall be the policy of the Company that in filling permanent vacancies or new positions, current employees who submit applications will be given first consideration.

- 13.04 The Company shall post the names of the successful applicant(s).
- 13.05 (a) An employee who is promoted shall be allowed thirty (30) working days' trial period (subsequent to the completion of his training period) during which time the Company shall determine the employee's suitability for the position. Within this period, the employee may be returned by the Company to the position formerly occupied without loss of seniority. Should a promoted employee be returned to his former position then the employee who had filled said position shall also be returned to his former position without loss of seniority. Any employee so returned to a former position shall not be precluded from applying for other vacancies that may arise.
- (b) Should a promoted employee wish to return to his former position within the thirty (30) working day period referred to in (a) then he shall be allowed to do so without loss of seniority but in such a case the employee shall not be entitled to apply for other posted positions for a period of six (6) months unless the Company otherwise agrees.
- 13.06 The Company shall be required to post all vacant permanent full-time/part-time positions left open by the original posting.
- 13.07 Subject to being returned to a former position under 13.05, any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his successful bid, except with the Company's permission in writing.
- 13.08 In the event an employee is permanently transferred to a position outside the bargaining unit after the effective date of this Agreement and is within a six (6) calendar month period subsequent to the transfer returned to the bargaining unit, the employee shall retain the seniority previously acquired while in the bargaining unit and shall have added thereto the time spent while serving outside the bargaining unit. If the employee is outside the bargaining unit longer than the above-mentioned six (6) month period and is subsequently rehired to the bargaining unit, his seniority shall commence effective the first day he is returned to the bargaining unit.

#### **ARTICLE 14 - LAYOFF AND RECALLS**

- 14.01 Whenever layoffs are necessary, the Company shall first layoff:
- (a) temporary employees;

- (b) probationary employees;

before laying off permanent full-time or part-time employees, provided there remains enough permanent full-time/part-time employees with the qualifications, experience, ability and reliability to do the work required.

- 14.02
- (a) In laying off and recalling regular permanent full-time employees, employees with the greater seniority shall be entitled to preference, provided the senior employee to be retained or recalled, as the case may be, possesses, in the opinion of the Company, which shall not be exercised in an arbitrary or discriminatory manner, the qualifications, experience, ability and reliability to perform the tasks required.
  - (b) An employee shall have the right to displace temporary and probationary employees only as a result of shortage of work on a day-to-day basis provided the senior employee has the necessary qualifications to perform such work. It is the responsibility of the employee to advise the Company of his availability to work by putting his name on a weekly availability sheet posted on the Thursday prior by the Company.
  - (c)
    - (i) In the event of a layoff which exceeds seven (7) consecutive days, an employee about to be laid off may bump only the most junior employee on the seniority list providing he is qualified to perform the work of the employee he is bumping. The right to bump shall include all positions for which the employee is qualified and in accordance with Article 14.02(a). It is the responsibility of the employee to advise the Company of his availability to work by putting his name on the weekly availability sheet.
    - (ii) Once the Company recalls the senior employee pursuant to Article 12.05(h), such employee shall return to his former position provided the recall is for full-time work in his former position.

- 14.03
- In cases of layoffs of full-time employees who have been in the continuous service of the Company for at least three (3) consecutive months, the Company shall give written notice of layoff or wages in lieu thereof at regular rates in accordance with the Saskatchewan Employment Act, provided, however, that no notice of layoff need be given where the operation is shut down due to an act of God or labour activities preventing the Company from warehousing or delivering its products or any other collective labour action over which the Company has no control. Further, where temporary layoffs become necessary and the layoffs do not exceed one (1) week in duration, the full-time employees affected can be laid off without notice.



## **ARTICLE 15 - HOURS OF WORK**

- 15.01 The normal workweek for permanent **PES/MEM, Chase Merchandiser** employees shall consist of forty (40) hours consisting of five (5), eight (8) hour days or, at the option of the Company, four (4), ten (10) hour days. Normal daily hours are inclusive of rest periods but exclusive of unpaid lunch periods. It is understood that the definition of normal hours of work is intended to define the procedures for calculating authorized overtime and shall not be construed as a guarantee of hours of work.
- 15.02 Meal Period
- A meal period, without pay, for employees working a daily shift of eight (8) hours or more shall be of thirty (30) minutes uninterrupted duration.
- 15.03 Rest Periods
- (a) A **PES/MEM, Chase Merchandiser** employee working a daily shift of more than three (3) hours but less than five (5) hours will have one (1) rest period with pay.
- (b) A **PES/MEM, Chase Merchandiser** employee working a daily shift of eight (8) hours or more shall have two (2) uninterrupted rest periods with pay which shall be in addition to the uninterrupted meal period without pay that is provided for in Article 15.02 above. One (1) rest period shall be granted before and one (1) after the meal period.
- (c) A rest period scheduled by the Company shall be fifteen (15) minutes of uninterrupted duration.
- 15.04 For the purpose 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.
- 15.05 (a) Subject to business requirements, the **PES/MEM, Chase Merchandiser** employees' workweek will be scheduled on a consecutive day basis. Should it become necessary to schedule a non-consecutive workweek, the least senior employee in the work group will be assigned to such schedule. Where the Company finds it necessary to work employees on a non-consecutive workweek, the Company agrees to schedule their days of work indicating their two (2) days of rest per week. Workweek schedules shall be posted by 1:00 p.m. the Thursday prior to the start of the workweek.
- (b) If a change of RDO is required, the employee shall be contacted via a text notifying the employee the Thursday prior.

15.06 Where an employee will be working two (2) hours of overtime or more, they will qualify for a fifteen (15) minute break to be taken at some point during that period.

15.07 **Delivery Flexible Workweek**

- (a) Once an employee commences a 5-day/8 ½ hour shift or a 4-day/10 ½ hour shift, they must remain on that schedule for the balance of the week. All overtime must be authorized by the Delivery Supervisor or Sales Manager, 8 ½-hour days include 2 paid 15-minute breaks and 10 ½-hour days include 3 paid 15-minute breaks. Both the 5-day/8 ½-hour shift and the 4-day/10 ½ hour shift are inclusive of a ½-hour unpaid meal break. On the expectation that the Driver Merchandiser anticipates he will be unable to complete his day without working overtime, he must call in before 8 hours on the 10 ½ hour shift have expired and before 6 ½ hours on the 8 ½-hour shift have expired on said day for approval to work overtime. No employee shall be required to work more than 4 hours of overtime any week nor shall they be limited to 4 hours of overtime any week.
- (b) Subject to business requirements, the 4-day/10 ½ hours or 5-day/8 ½ hours per day workweek will be scheduled on a consecutive day basis. Should it become necessary to schedule a non-consecutive 4-day/10 ½ hours or 5-day/8 ½ hours per day workweek, the least senior employee(s) in the job classification will be assigned to such schedule. Where the Company finds it necessary to work employees on a non-consecutive workweek, the Company agrees to schedule their days of work indicating their 2 days of rest per week. Schedule will be posted the Thursday prior to the start of the workweek and include RDO's (regular days off) of all employees.

If a change of RDO is required, the employee shall be contacted via a text notifying the employee the Thursday prior.

(c) **Overtime – Outside Employees**

- (i) Outside employees shall receive their hourly overtime rate for authorized hours worked after 8 ½ hours/5 day schedule or after 10 ½ hours/4 day schedule.
- (ii) Outside employees assigned to 5/ 8 ½-hour days will receive one and one-half (1 ½) times their daily rate of pay for the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) paid day in a workweek.
- (iii) Outside employees assigned to 4/10 ½-hour days will receive one and one-half (1 ½) times their daily rate of pay for the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) paid day in a workweek.

- (iv) An Outside employee who is required by the Company to work on a paid holiday pursuant to the provisions of Article 21, shall be paid time and one-half (1 ½) his regular daily rate for such holiday.
- (v) The employee may take equivalent time off in lieu of overtime pay. It is understood in cases where time off is granted that one and one-half (1 ½) hours of time will be given for each one (1) hour of work performed on overtime. All banked overtime over forty (40) hours shall be paid out at the applicable overtime rate.
- (vi) Banked Overtime may be taken and replenished to forty (40) hours and used prior to taking any or all vacation entitlements.
- (vii) If an outside employee is required to work more than two (2) hours of overtime during a shift, he shall be granted a meal allowance of twelve (\$12.00) dollars. February 1, 2019 allowance shall be increased to twelve (\$12.50) dollars and fifty cents. February 1, 2020 allowance shall be increased to thirteen (\$13.00) dollars. Receipts shall not be required to be submitted to receive a meal allowance.
- (viii) All hours paid for vacation, general holidays, banked overtime, bereavement leave, sick leave, **paid Union leave**, etc. shall be considered as hours worked when calculating any overtime for **all** employees.

#### **ARTICLE 16 - OVERTIME – PES/MEM, CHASE MERCHANDISERS**

- 16.01 Overtime at a rate of one and one-half (1 ½) times his regular rate shall be paid to **PES/Mem, Chase Merchandiser** employees for all authorized hours worked over forty (40) hours in a week or worked in excess of the normal hours in a day (i.e. eight (8) or ten (10)).
- 16.02 **A PES/MEM, Chase Merchandiser** employee who is required by the Company to work on a Paid Holiday pursuant to the provisions of Article 21, shall be paid time and one-half (1 ½) his regular rate for all hours worked on such holiday.
- 16.03 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.
- 16.04 The employee may take equivalent time off in lieu of overtime pay. It is understood in cases where time off is granted that one and one-half (1 ½) hours of time will be given for each one (1) hour of work performed on overtime. All banked overtime over forty (40) hours shall be paid out at the applicable overtime

rate. Banked Overtime may be taken and replenished to forty (40) hours and used prior to taking any or all vacation entitlements.

16.05 It is understood that any changes in shifts or days off initiated by the employees themselves (which must be approved in advance by the Company) shall not result in overtime costs or other supplementary salary costs to the Company.

16.06 Insofar as may be practicable, **PES/MEM, Chase Merchandiser** employees required to work overtime will be given reasonable and fair advance notice, situation permitting.

16.07 If a **PES/MEM, Chase Merchandiser** employee is required to work more than two (2) hours of overtime during a shift, he shall be granted a meal allowance of twelve (\$12.00) dollars. February 1, 2019 allowance shall be increased to twelve (\$12.50) dollars and fifty cents. February 1, 2020 allowance shall be increased to thirteen (\$13.00) dollars. Receipts shall not be required to be submitted to receive a meal allowance.

16.08 All hours paid for vacation, general holidays, banked overtime, bereavement leave, sick leave, **paid Union leave**, etc. shall be considered as hours worked when calculating any overtime for **PES/MEM, Chase Merchandiser** employees.

16.09 Distribution of Overtime

Where overtime work is needed, the Company shall attempt to distribute overtime work among qualified employees who normally perform the work to be done and who are at work at the time of scheduling, as follows:

- (a) Where there are more qualified volunteers than required, overtime assignments will be made to the most senior qualified employees who have volunteered;
- (b) Where there are insufficient qualified volunteers, the Company shall have the right to assign the work starting with the most junior of those qualified to perform the required work and continuing in reverse order of seniority until sufficient qualified employees have been assigned.

## **ARTICLE 17 - TEMPORARY ASSIGNMENTS**

17.01 (a) If an employee temporarily performs work in a higher paid classification for at least four (4) hours in a regular working day then the employee shall be paid the rate of the classification in which the work is performed for the period of work performed in that classification. It is understood that this provision applies when employees are required to relieve another employee for four (4) or more hours on

a regular shift and an employee rendering assistance to another employee in a higher classification on an occasional basis during the course of a workday will continue to be paid the rate of pay for his regular classification.

- (b) In cases where the Company requires an employee to temporarily fill a position paying a lower rate of pay than the employee shall not have his regular classification wage rate reduced. The Company shall maintain its current practice of not reducing an employee's regular classification wage rate when the employee is assigned or transferred to a lower-rated classification during or on account of seasonal reductions in the workforce.
- (c) This provision does not apply to permanent reclassifications where the rates attributable to the classification to which the employee is reclassified will be paid.

#### **ARTICLE 18 - MINIMUM REPORTING PAY**

- 18.01 When an **PES/MEM, Chase Merchandising** employee is required by the Company to report to work, the employee shall be paid for not less than four (4) hours at his regular rate of pay. In the case of delivery personnel whose work is approved for less than one-half (½) day, pay shall be not less than fifty (50%) percent of the appropriate basic daily rate. In order to qualify for a minimum reporting pay, any employee must keep the Company apprised of his current address and telephone number. Furthermore, this provision will not apply where the Company's inability to provide work is due to any cause beyond the control of the Company.

#### **ARTICLE 19 - RATE OF PAY**

- 19.01 The minimum wages and remuneration payable to any employee in his respective classification shall be those set forth in Appendix "B" hereto appended and nothing shall prevent the Company from exceeding such minimums.
- 19.02 Where outside employees are required to attend a meeting or training called for by the Company, payment for outside employees shall be on the basis of a converted hourly rate using the employee's daily rate of or the designated overtime rate, if applicable, on the basis of his normal work arrangement for the day of the meeting.

#### **ARTICLE 20 - VACATIONS WITH PAY**

- 20.01 Employees covered by this Agreement shall be entitled to the following vacations with pay.

20.02 Eligibility for Vacations

The vacation year for the purpose of this Agreement shall be from January 1<sup>st</sup> through December 31<sup>st</sup>. Vacations must be completed by April 30<sup>th</sup> of the following year and cannot accumulate or be taken subsequent to April 30<sup>th</sup> unless authorized by Management.

- 20.03 (a) Permanent full-time employees will be eligible for vacation entitlement with pay each vacation year based on their continuous service with the Company as of January 1<sup>st</sup> of the current vacation year, as follows:

<u>CONTINUOUS SERVICE</u>	<u>VACATION ENTITLEMENT</u>	<u>VACATION PAY</u>
Less than 1 year of continuous service	1 1/4 working days for each month of service rounded to nearest whole number	3/52 of total earnings
1 Year but less than 10 years of continuous service	3 weeks	3/52 of total earnings
10 years but less than 20 years of continuous service	4 weeks	4/52 of total earnings
20 years but less than 30 years of continuous service	5 weeks	5/52 of total earnings
30 years or more	6 weeks	6/52 of total earnings

- (b) "Total earnings" means the total amount of wages that a full-time employee received from the Company during the previous year of January 1<sup>st</sup> to December 31<sup>st</sup> including any premium pay (overtime, shift premium, etc.) and pay for time not worked (vacation, holiday pay, sick pay, **paid Union leave**, etc.).

- 20.04 (a) Vacation schedules shall be declared by the Company by April 30<sup>th</sup> of each year. Applications for vacation must be submitted to the appropriate Manager for approval and processing at least three (3) weeks prior to April 30<sup>th</sup>. **Any unscheduled, unused vacation after March 1<sup>st</sup> of the following year shall be assigned by management or paid out.** Employees wishing to schedule vacation during January 1<sup>st</sup> to April 30<sup>th</sup> period should submit their request to their appropriate manager for approval by no later than December 15<sup>th</sup> of the previous vacation year.

- (b) Vacation dates shall be granted by the Company so as to least interfere with the operations of the business. Notwithstanding, a minimum of three (3) Outside, and one (1) **PES/MEM** Technician will be allowed off on vacation at any given time. Insofar as it may be practicable, the senior department employees (the departments being **PES/MEM, Chase Merchandising** and Delivery) shall be given preference in the awarding of vacation time and shall be independent of non-bargaining unit employees. Save for exceptional reasons, no more than two (2) weeks of vacation shall be permitted consecutively during the period April 30<sup>th</sup> to September 30<sup>th</sup> of any year. However, if a vacation week in the April 30<sup>th</sup> to September 30<sup>th</sup> period remains open subsequent to the initial submission, employees will be allowed to take additional vacation time during the April 30<sup>th</sup> to September 30<sup>th</sup> period in order of seniority in their respective departments. The number of employees on scheduled vacation shall be exclusive of any other leave. Therefore, approval of any unscheduled vacation as per Article 20.04 (a) shall be at the Company's discretion.
- 20.05 When a general holiday occurs during an employee's vacation period, an extra day's vacation may be granted within thirty (30) calendar days if the general holiday is one for which the employee qualifies under Article 21.01. Such day will normally be scheduled on the working day immediately preceding or immediately following the vacation period. If granting an extra day's vacation **within thirty (30) calendar days** will hamper operations or interfere with the arrangements of vacation schedules, an extra day's pay **may** be given in lieu of the extra days' vacation, **or an additional day may be added to the employee's vacation allotment. Prior to deciding on an extra days pay or day in lieu, the Company shall consult with the Employee, in order to consider his preference.**
- 20.06 Part-time and temporary employees will be eligible for vacation pay in accordance with the Saskatchewan Employment Act.
- 20.07 Short Term Disability/Vacation
- Employees shall have the right to reschedule vacation periods if, at the time of scheduled vacation, they are in receipt of Short Term Disability benefits. As well, it is understood that the employee rescheduling shall not be able to disrupt existing departmental vacation schedule. Vacations must be taken in accordance with Article 20.02.

**ARTICLE 21 - GENERAL HOLIDAYS**

- 21.01 The following days shall be observed as paid general holidays for eligible employees:
- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labour Day       |
| Family Day       | Thanksgiving Day |
| Good Friday      | Remembrance Day  |
| Victoria Day     | Christmas Day    |
| Canada Day       | Boxing Day       |
| Saskatchewan Day | One Floater Day  |
- 21.02 Should any of these holidays fall on a Saturday or Sunday, the Company will designate the workday on which it will be observed, it being understood that either the preceding Friday or the following Monday shall normally be designated.
- 21.03 If Christmas Day and Boxing Day occur on a Saturday and Sunday, either the preceding Friday or the following Monday shall be normally designated for Christmas Day by the Company and a substitute day for Boxing Day shall be given by the Company or another day to be taken by mutual agreement of the employee and his/her direct Supervisor on or before April 30<sup>th</sup> of that year.
- 21.04 If either Christmas Day or Boxing Day (but not both) occur on a weekend, the Company will substitute an alternate day to be taken by mutual agreement on or before April 30<sup>th</sup> of that year for that holiday which fell on the weekend.
- 21.05 If a permanent full-time employee should be scheduled to have one of his regular days off on a day designated as a day to be observed as a General Holiday, that employee shall be allowed another day off with pay in lieu of the holiday with pay and, for the purpose of this Agreement, such lieu day will be considered as his "holiday".
- 21.06 An employee's holiday pay for each such holiday will be calculated as follows:
- (a) **PES/Mem, Chase Merchandiser** employees shall receive one day's pay based on the employees regularly scheduled daily hours at the employee's base rate;
  - (b) temporary and part-time employees shall receive an amount "A" calculated in accordance with the following formula:

$$A = W \text{ divided by } 20$$



where “W” is the total of the wages earned by the employee during the four (4) weeks immediately preceding the general holiday, exclusive of overtime.

- (c) outside employees’ daily rate of general holiday pay will be calculated based on current daily remuneration.

21.07 If, during the life of this Agreement, a general holiday should be declared by the Federal 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.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### 22.01 Personal Leave

While it is the prerogative of the Company to grant a leave of absence, an employee who has completed his probationary period may apply for a leave of absence without pay and without benefits. A request for such leave shall be made in writing stating the reason(s), at least, except in extenuating circumstances, one (1) month prior to the desired commencement date of the leave. If the Company grants such leave, it shall confirm the terms of the leave in writing **and provide a copy to the Union.**

### 22.02 Maternity/**Parental** Leave

- (a) A maternity/**parental** leave of absence without pay and without loss of seniority shall be granted and administered in accordance with the provisions of the Saskatchewan Employment Act.
- (b) The employee returning to work after a maternity/**parental** leave shall provide the Company with at least two (2) weeks’ notice.

### 22.03 Jury Duty Leave

- (a) In the event a permanent full-time **PES/MEM, Chase Merchandiser** employee who has completed his probationary period is called for jury duty, the Company shall pay the employee the difference between his regular hourly rate of pay for his scheduled hours of work and the amount the employee receives as jury duty pay (excluding expenses) for each day the employee is required to absent himself from work in order to serve on the jury, up to a maximum of fifteen (15) workdays, provided the employee reports to work each day he is scheduled to work and is not required to attend at court. Providing there is enough time to complete a half shift, employees shall report back to work after court duty.

- (b) A permanent full-time outside employee who has completed his probationary period and is called for jury duty, shall be paid the difference between his regular pay calculated on the basis of an amount equal to the average of his daily rate for the days worked during the thirty (30) calendar days immediately preceding the required time off and the amount he receives as jury duty pay (excluding expenses) for each day he is required to absent himself from work in order to serve on the jury, up to a maximum of fifteen (15) workdays, provided he reports to work each day he is scheduled to work and is not required to attend at court. Providing there is enough time to complete a half shift, the employee shall report back after court duty.

22.04 Witness Fees

- (a) When a permanent full-time **PES/MEM, Chase Merchandiser** employee is summoned to court as a Crown witness, he will be reimbursed by being paid the difference between witness fees received and his normal earnings for the period of absence had he worked on such days, to a maximum of three (3) days per year. The Company reserves the right to require the employee to provide appropriate verification of the nature of the court duty and fees received before providing reimbursement.
- (b) A permanent full-time outside employee who is summoned to court as a witness shall be reimbursed by being paid the difference between witness fees received and his normal earnings for the period of absence had he worked on such days, to a maximum of three (3) days per year and calculated for each day of absence on the basis of an amount equal to the average of his daily earnings for the days worked during the thirty (30) calendar days immediately preceding the required time off. The Company reserves the right to require the employee to provide appropriate verification of the nature of the court duty and fees received before providing reimbursement.

22.05 Bereavement Leave

- (a) In the event of a death in the permanent full-time employee's immediate family, the permanent full-time employee, provided he has completed his probationary period, shall be granted a leave of absence of five (5) scheduled workdays with pay upon proper notification to the Manager.

Such leave shall only be for the purpose of making arrangements for and attending the funeral. The employee shall only receive pay for his regularly scheduled workdays and thus shall not receive his bereavement leave while on any other leave of absence covered under this Article, his scheduled day off, on a paid holiday, short or long term disability leave or Worker's Compensation leave. The only exception to this will be when a death occurs in the immediate family while an employee is on vacation (in which case additional vacation days shall be rescheduled to compensate for those used as bereavement).

- (b) An employee's immediate family shall mean spouse, parent, child, step-child, brother, sister, grandchild or grandparent.
- (c) In the event of the death of a permanent full-time employee's mother-in-law, father-in-law, sister-in-law, brother-in-law or spouse's grandparent, a permanent full-time regular employee, provided he has completed his probationary period, shall be granted a leave of absence of one (1) day with pay to attend the funeral or up to an additional two (2) days with pay at the discretion of the Company. Additional leave without pay but without loss of seniority may be granted at the discretion of the Company.

22.06 Paternity Leave

A permanent full-time male employee who has completed his probationary period shall be granted a leave of absence of one (1) day with pay at the time of the birth of his child when the birth occurs during his normal workweek.

22.07 Compassionate Care Leave

A compassionate care leave of absence without pay and without loss of seniority shall be granted and shall be administered in accordance with the provisions of the Saskatchewan Employment Act.

- 22.08 The requesting and granting of leaves of absences shall be in writing **and a copy shall be provided to the Union by the Company.**

**ARTICLE 23 - HEALTH AND WELFARE**

- 23.01 (a) The Company shall provide to its full-time employees the PepsiCo Beverages Canada (PepsiCo Canada ULC) Insurance Plans to be administered in accordance with the rules and regulations of the Plans which are more fully described in the Plan Benefit literature. The Union acknowledges that any and all matters concerning amendments and changes to the Health and Welfare provisions of this Agreement shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.
- (b) All eligible full-time and part-time employees may participate in PepsiCo Beverages Canada (PepsiCo Canada ULC) Flexible Benefit Plan as described in the employee benefit book.
- (c) Pension

Employees may participate in the Pension Plan for Employees of PepsiCo Beverages Canada (PepsiCo Canada ULC) – Part II Defined Contribution Plan, as described in the employee pension booklet.

**ARTICLE 24 - PREMIUM PAY**24.01 **Off Shift Premium – PES/MEM Employees**

A premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid for all hours worked on a shift commencing after 2:00 p.m. in a day, unless considered to be overtime. Effective February 1, 2019 the premium shall be one dollar and forty cents (\$1.40) per hour. Effective February 1, 2020 the premium shall be one dollar and forty-five cents (\$1.45) per hour.

24.02 **Out-of-Scope Position Premium**

- (a) Effective date of ratification, a **PES/MEM, Chase Merchandiser** employee assigned to an out-of-scope position on a temporary basis shall be paid a premium of one (\$1.00) dollar per hour while performing such duties.
- (b) An outside employee assigned to a Sales Representative position on a temporary basis shall be paid a daily rate of two hundred and eight dollars and eighty cents (\$208.80).

**ARTICLE 25 - DISCIPLINE**

25.01 The Company shall have the right to discharge an employee upon any of the following grounds and such discharge shall be deemed to be for just cause:

- (a) disclosure of confidential Company information, falsification of any reports or records, including personnel records;
- (b) theft or removal of property from the Company's premises or the Company's customer's property without proper authorization;
- (c) insubordination, fighting on Company premises or while on duty, deliberate tampering, sabotage or destruction of Company property or processes of delivery or gross negligence while operating the Company's vehicle;
- (d) reporting to work under the influence of intoxicating beverages or drugs which impair judgment or reflexes or consuming alcohol or drugs which impair judgment or reflexes while on duty or while operating a Company vehicle;
- (e) an employee, acting in the capacity of a driver is not insurable with the Company's insurance carrier or is not licensed to operate a commercial vehicle if operating the commercial vehicle as part of his job;
- (f) the Company's bonding insurers refuse to bond an employee or continue to bond him;

- (g) an employee fails to reconcile settlement differences by the end of the working day or withholds funds and/or goods entrusted to him by the Company or its customers;
- (h) giving a false reason for requesting time off;
- (i) leaving the Company premises during any shift and without permission except in the case of an emergency.

- 25.02 An employee who is discharged upon any of the foregoing grounds shall have the right to grieve for the purpose of determining whether or not the breach occurred. It is further understood that the provisions of this Article do not restrict the Company's right to discharge an employee for other reasons constituting just cause.
- 25.03 Where an employee is given a written reprimand, suspension or is discharged, the employee shall be notified, in writing, and a copy of the written disciplinary notice given to the Shop Steward. At any disciplinary meeting, the employee shall have one Shop Steward present and the opportunity to discuss the matter for a reasonable period of time.
- 25.04 Notwithstanding the provisions of Article 25.01, where the Arbitrator determines that an employee has been dismissed or otherwise disciplined by the Company for cause, the Arbitrator may substitute for the dismissal or discipline such other penalty or remedy as the Arbitrator deems just and reasonable in the circumstances.
- 25.05 Unless otherwise agreed between the Union and the Company, a written warning or suspension will be removed from the employee's personnel file and destroyed after a period of eighteen (18) months of active employment from the date of issuance of such warning 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. For the purpose of this Article, an employee who is at work at least ten (10) days in a month shall be considered as actively employed in that month.
- 25.06 No disciplinary action shall be given to an employee more than fifteen (15) calendar days following the Company becoming aware of the infraction except if this time period has been extended after agreement between the Company and the Union or if the employee is absent from work at the time when the Company wishes to give him/her the disciplinary notice.
- 25.07 This Article will cease to be in effect upon the commencement of a legal strike or legal lockout.

**ARTICLE 26 - PAYMENT OF ACCOUNTS**

- 26.01 An employee shall not be responsible for an unpaid customer account if:
- (a) the account is one to which the Company has extended credit; or
  - (b) the Accounts Receivable Supervisor or designated alternate has authorized the employee to leave product at the customer's premises who is otherwise an unauthorized account.
- 26.02 Employees shall be notified by the Company, in writing (on invoice), of accounts that are authorized to receive credit. The employee shall also be notified, in writing (on invoice), of any change in the status of an authorized credit account.
- 26.03 No employee shall be disciplined by the Company for failing to leave product with a customer when the customer does not have authorized credit status pursuant to either 26.01(a) or (b) above.

**ARTICLE 27 - PLACEMENT OF PHYSICALLY RESTRICTED EMPLOYEES**

- 27.01 An employee who had been incapacitated at his work by a compensable injury or compensable occupational disease, while employed by the Company, may, at the discretion of the Company, be assigned to other work which he can do without regard to any seniority provisions of this Collective Agreement, except that such employee may not displace an employee with longer seniority.

**ARTICLE 28 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE**

- 28.01 If, during the life of this Agreement, the Company decides to make a technological **change and/or organizational** change as defined by the Saskatchewan Employment Act which is likely to affect the terms, conditions or tenure of employment of a significant number of full-time employees, the Company will give the Union written notice ninety (90) days in advance of such change, specifying the nature and effects of the change. The Company will meet with the Union to consider the impact of such change upon employees affected.
- 28.02 Where an employee's job is changed by reason of any technological **change and/or organizational** change as provided in Article 28.01 above and provided that such an employee possesses the necessary qualifications to perform the changed job after a reasonable training period, he shall receive such training period.

- 28.03 If an employee is subject to permanent layoff as the result of technological **change and/or organizational** change, it is agreed the employee shall bump into a lower classification, if available, in accordance with Article 14 of this Agreement, in which case the employee's rate will be red-circled for twelve (12) months. If no position is available through bumping, the employee will be required to choose one of the following options:
- (a) the employee may elect to go on layoff status; or
  - (b) the employee may elect to voluntarily sever his or her employment completely with the Company and accept severance pay in the amount of two (2) weeks' salary, up to a maximum of fifty-two (52) weeks, for each year of completed service with the Company, as of the date of termination.
- 28.04 This Article is intended to assist employees affected by any technological **change and/or organizational** change and accordingly, Section 6-54 of the Saskatchewan Employment Act does not apply during the term of the Collective Agreement between the Company and the Union.
- 28.05 Should a permanent full-time position be permanently eliminated from the bargaining unit, the affected employee shall be eligible for severance pay as outlined in 28.03(b). The affected employee may choose to remain on layoff as per 28.03(a). An employee may remain on layoff for a period of up to twelve (12) months. At any time during that twelve (12) month period, the employee may choose to take his severance. At the conclusion of the twelve (12) month period, the employee shall receive his severance and his employment will be deemed terminated.

## **ARTICLE 29 - GENERAL PROVISIONS**

- 29.01 New Classifications
- If, during the currency of this Agreement, the Company establishes a new job classification within the bargaining unit and which is not presently set forth in Appendix "B" then the Company will notify the Union in writing of the establishment of the new classification and negotiate with the Union the wage rate assigned to it.
- 29.02 Agency Personnel
- If, due to unforeseen circumstances, the Company is unable to meet temporary staffing needs through the use of its permanent full-time, part-time and temporary employees and it uses personnel provided by an outside agency, such personnel shall have no rights under the Collective Agreement.

29.03 Accommodations

Any employee who is required to stay out of town overnight, on authorization of their Manager, shall have their accommodations directly billed to the Company and shall receive sixty-five (\$65.00) dollars, **seventy (\$70.00) dollars in 2023 and seventy-five (\$75.00) dollars in 2025**, per overnight stay.

29.04 Parking

Subject to the availability of space, the Company will maintain its policy of providing free parking for its permanent full-time and part-time employees.

29.05 Educational Assistance Program

The Company will continue to provide its Tuition Reimbursement Program for its permanent full-time employees, it being understood that the terms of such Program may change periodically with no obligation on the parties to bargain on such changes.

29.06 Uniforms

- (a) Where the Company requires that uniforms be worn by certain employees, it will provide the appropriate uniforms in accordance with its current policy as follows:
  - 1. Up to five (5) shirts and up to four (4) pairs of pants each twelve (12) month period;
  - 2. Up to one (1) summer jacket each twelve (12) month period;
  - 3. Up to one (1) winter jacket each twelve (12) month period.
- (b) The employee will be responsible for cleaning and maintaining all issued uniforms.
- (c) Uniforms are not to be worn except on Company business.
- (d) It is recognized that employees who are in constant contact with the public must at all times during working hours be neatly dressed and groomed.

29.07 When the Company/SGI requires an employee to seek a medical for the purpose of obtaining or retaining his Class 1A driver's license then all costs for the medical certificate shall be borne by the Company.



**ARTICLE 30 - DURATION**

- 30.01 This Agreement shall come into effect on February 1, **2022** and shall remain in effect until January 31, **2026**.
  
- 30.02 A party wishing to revise or terminate this Agreement shall notify the other party in writing not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiry date hereof and, on delivery of such notice, the parties shall, within ten (10) days or such later time as may be mutually agreed, commence negotiations. During the period of such negotiations, this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

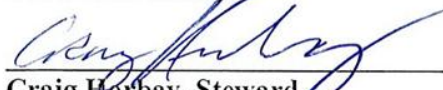
SIGNED THIS 12<sup>th</sup> DAY OF January, 2023.

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION  
LOCAL 558

PEPSICO BEVERAGES CANADA (PEPSICO  
CANADA ULC)

FOR THE UNION:

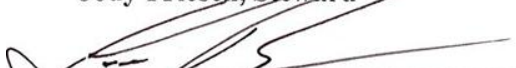
FOR THE COMPANY:


  
\_\_\_\_\_  
Craig Horbay, Steward

**"Steve Totten"**  
\_\_\_\_\_  
Steve Totten, Labour Director

  
\_\_\_\_\_  
Jody Friesen, Steward

  
\_\_\_\_\_  
Shawn LeBreton, Market Director

  
\_\_\_\_\_  
Lee Racette, Chief Shop Steward

  
\_\_\_\_\_  
Robin Nielsen, Human Resources Manager

  
\_\_\_\_\_  
Rocky Luchsinger, Representative

**APPENDIX “A” 1.01 Sick Leave**

In the event of a bona-fide non-occupational sickness or accident, permanent full-time employees shall be entitled to the following sick leave with pay in a calendar year:

**1.**

- (a) those with from one (1) year to less than five (5) years of continuous service as a permanent full-time employee as of January 1<sup>st</sup> of the current year - a maximum of six (6) days per calendar year, two (2) of which may be used for personal emergencies.
- (b) those with continuous service of five (5) years or more as a permanent full-time employee as of January 1<sup>st</sup> of the current year - a maximum of twelve (12) days per calendar year, two (2) of which may be used for personal emergencies.

provided the employee advised his supervisor of this absence, reason for the absence and expected duration, a minimum of thirty (30) minutes (1 hour for afternoon shift and 1 hour for night shift) before his normal workday starts. In addition, a doctor’s certificate establishing proof of illness may be required in order to receive sick leave with pay. If the Company requests such documentation, the Company shall pay fees incurred in obtaining same.

- (c) those employees who have completed the probationary period with less than one (1) year of continuous service as a permanent full-time Employee as of January 1<sup>st</sup> of the current year - a maximum of three (3) days per calendar year.
- (d) **unused sick days at the end of the year will be paid out at one hundred (100%) percent.**

**2. For Employees Hired After May 23, 2018**

- (a) Those employees who have completed the probationary period with less than three (3) years of continuous service as a permanent full-time employee as of January 1<sup>st</sup> of the current year – a maximum of three (3) days per calendar year.
- (b) Those with continuous service of three (3) years or more as a permanent full-time employee as of January 1<sup>st</sup> of the current year – a maximum of six (6) days per calendar year, two (2) of which may be used for personal emergencies.
- (c) Those with continuous service of six (6) years or more as a permanent full-time employee as of January 1<sup>st</sup> of the current year – a maximum of nine (9) days per calendar year two (2) of which may be used for personal emergencies.
- (d) Those with continuous service of nine (9) years or more as a permanent full-time employee as of January 1<sup>st</sup> of the current year – a maximum of twelve (12) days per calendar year, two (2) of which may be used for personal emergencies.

- (e) **Unused sick days at the end of the year will be paid out at one hundred (100%) percent.**

**APPENDIX “A” 1.02**

The daily sick pay shall be calculated as follows:

- (a) **PES/MEM, Chase Merchandiser** employees shall receive an amount equal to one (1) day’s pay based on the employee’s regular scheduled daily hours at the employee’s base rate:
- (b) outside Employees’ daily rate of sick pay will be calculated based on current daily remuneration.

**APPENDIX “A” 1.03**

As sick leave is designed to replace wages that would otherwise have been earned, there shall be no sick leave coverage when an employee is off work due to suspension, layoff, leave of absence, Worker’s Compensation, scheduled day off, vacation or paid holiday.

**APPENDIX “A” 1.04 – Interim Benefit**

It is mutually agreed that in the case where an injured employee is entitled to receive payments from the Workers’ Compensation Board (WCB) or Short Term Disability (STD), if these payments are not received by the employee within the first ten (10) work days following the date on which he made his written claim pursuant to the accident, the Company, upon request from the employee and signing of the appropriate forms, shall advance to him on a **weekly** basis the equivalent of the payment to which he is entitled. When payments from WCB or STD are received, the employee shall fully reimburse the Company immediately.

<b>APPENDIX B-1 Wage Schedule</b>					
<b>INSIDE EMPLOYEES</b>					
<b>Job Classification</b>	<b>Feb 1/ 2021</b>	<b>Feb 1/2022</b>	<b>Feb 1/2023</b>	<b>Feb 1/2024</b>	<b>Feb 1/2025</b>
Increase on Job Rate		<b>0.55</b>	<b>0.55</b>	<b>0.60</b>	<b>0.75</b>
<b>Food Service Assistant</b>					
Start Rate 85% of Job Rate	<b>\$20.95</b>	<b>\$21.42</b>	<b>\$21.89</b>	<b>\$22.40</b>	<b>\$23.04</b>
After 12 Months Worked 92% of Job Rate	<b>\$22.68</b>	<b>\$23.18</b>	<b>\$23.69</b>	<b>\$24.24</b>	<b>\$24.93</b>
After 24 Months Worked Job Rate	<b>\$24.65</b>	<b>\$25.20</b>	<b>\$25.75</b>	<b>\$26.35</b>	<b>\$27.10</b>
<b>Food Service Technician</b>					
Start Rate 85% of Job Rate	<b>\$24.09</b>	<b>\$24.56</b>	<b>\$25.02</b>	<b>\$25.53</b>	<b>\$26.17</b>
After 12 Months Worked 92% of Job Rate	<b>\$26.07</b>	<b>\$26.58</b>	<b>\$27.08</b>	<b>\$27.64</b>	<b>\$28.33</b>
After 24 Months Worked Job Rate	<b>\$28.34</b>	<b>\$28.89</b>	<b>\$29.44</b>	<b>\$30.04</b>	<b>\$30.79</b>
<b>Food Service Technician Certified</b>	<b>\$29.71</b>	<b>\$30.26</b>	<b>\$30.81</b>	<b>\$31.41</b>	<b>\$32.16</b>
<b>Food Service Technician Lead Hand</b>					
<b>\$2.15/Hour Above Food Service Tech Certified</b>	<b>\$31.86</b>	<b>\$32.41</b>	<b>\$32.96</b>	<b>\$33.56</b>	<b>\$34.31</b>
<b>Temporary Employee Rate</b>	<b>\$19.47</b>	<b>\$20.02</b>	<b>\$20.57</b>	<b>\$21.17</b>	<b>\$21.92</b>

**NOTES:**1. **On-Call Rate – PES/MEM Technicians**

- (a) Notwithstanding anything in this Agreement to the contrary, a **PES/MEM** Technician on call for the week shall receive a flat rate of one hundred and eighty-five (\$185.00) dollars. As of February 1, **2023**, the flat rate shall be **one hundred ninety (\$190.00)** dollars. In addition, he will be compensated for each callout at the applicable overtime rates.
- (b) A **PES/MEM** Technician on-call on a General Holiday shall be paid an additional sixty (\$60.00) dollars for each General Holiday on call.

2. **Automatic Wage Progression Increase**

- (a) A permanent full-time **PES/MEM** employee will advance from the Start Rate (85% of Job Rate) applicable to his job classification to the Progression I Rate (92% of Job

Rate) upon completing twelve (12) months of active work, to Job Rate from Progression I upon the completion of an additional twelve (12) months of active work. Such employee will receive credit for one week for each week during which the employee works. Credit will not be given for any week during which, for any reason, the employee does not work except in the case in which a full week of vacation falls.

- (b) A permanent full-time employee who is promoted or assigned to a job classification with a higher automatic wage progression, will be paid at the next highest wage progression rate in such job classification above his current rate.

**3. PES/MEM Technician - Use of Service Vehicles**

The Company will continue its current practice of allowing **PES/MEM** Technicians to take their service vehicles to their normal place of residence upon completion of their workday. However, these vehicles are not to be used for any personal reasons or be driven by anyone other than a PepsiCo Beverages Canada (PepsiCo Canada ULC) employee. The Company reserves the right to change or discontinue this practice should the Canada West Market Unit mandate such a change and without any obligation to bargain on this matter with the Union.

NOTE: This will confirm that the Canada West Market Unit is defined as Manitoba, Saskatchewan, Alberta and British Columbia.

**4. PES/MEM Technician - Company Provided Tools**

The Company will continue its current practice of making available to the **PES/MEM** Department job-related specialty tools (i.e. CFC reclaimers, leak testers, amp probes, refrigeration recharging system and vacuum pumps) that may be required in the day-to-day functioning of the department, it being understood that the **PES/MEM** Technicians are responsible for the proper care, maintenance and security of such tools.

**5. Temporary Employee Wage Progression**

A temporary employee who completes two (2) full summer periods shall receive a five hundred (\$500.00) dollar performance bonus. (The summer period is defined as working the period from Victoria Day through to the end of the Labour Day weekend).

<b>APPENDIX B-2 WAGE SCHEDULE</b>					
<b>OUTSIDE EMPLOYEES</b>					
<b>Driver Merch/Chain Delivery</b>	<b>Feb 1/2021</b>	<b>Feb 1/2022</b>	<b>Feb 1/2023</b>	<b>Feb 1/2024</b>	<b>Feb 1/2025</b>
		<b>0.55</b>	<b>0.55</b>	<b>0.60</b>	<b>0.75</b>
Date of Hire 85 % of Job Rate	<b>\$27.02</b>	<b>\$27.49</b>	<b>\$27.96</b>	<b>\$28.47</b>	<b>\$29.10</b>
After 12 Months Worked 92% of Job Rate	<b>\$29.25</b>	<b>\$29.75</b>	<b>\$30.26</b>	<b>\$30.81</b>	<b>\$31.50</b>
After 24 Months Worked Job Rate	<b>\$31.79</b>	<b>\$32.34</b>	<b>\$32.89</b>	<b>\$33.49</b>	<b>\$34.24</b>
<b>Driver Merch Assistant</b>					
Date of Hire 85% of Job Rate	<b>\$23.13</b>	<b>\$23.60</b>	<b>\$24.06</b>	<b>\$24.57</b>	<b>\$25.21</b>
After 12 Months Worked 92% of Job Rate	<b>\$25.03</b>	<b>\$25.54</b>	<b>\$26.05</b>	<b>\$26.60</b>	<b>\$27.29</b>
After 24 Months Worked Job Rate	<b>\$27.21</b>	<b>\$27.76</b>	<b>\$28.31</b>	<b>\$28.91</b>	<b>\$29.66</b>
<b>Driver Merch Lead Hand</b>	<b>As per LOU #6</b>				
<b>Chase Merchandiser</b>					
Date of Hire 85% of Job Rate	<b>\$18.68</b>	<b>\$19.15</b>	<b>\$19.62</b>	<b>\$20.13</b>	<b>\$20.77</b>
After 12 Months Worked 92% of Job Rate	<b>\$20.22</b>	<b>\$20.73</b>	<b>\$21.23</b>	<b>\$21.79</b>	<b>\$22.48</b>
After 24 Months Worked Job Rate	<b>\$21.98</b>	<b>\$22.53</b>	<b>\$23.08</b>	<b>\$23.68</b>	<b>\$24.43</b>
<b>Temporary Employee Rate</b>	<b>\$19.47</b>	<b>\$20.02</b>	<b>\$20.57</b>	<b>\$21.17</b>	<b>\$21.92</b>

**NOTES:**1. **Daily Basic Rate:**

To Calculate the Daily Basic Rate in the Driver Classification, multiply the appropriate hourly rate of pay by either eight (8) or ten (10) depending on the length of the shift.

2. Delivery personnel shall be guaranteed one-half (½) of his daily basic rate if, in the course of a workday, he is unable to perform his normal deliveries due to mechanical breakdown or severe weather conditions. If the breakdown occurs after having worked more than one-half a normal sales day then the employee will receive the daily rate on a pro-rata basis. The Company reserves the right to assign an outside employee who experiences a breakdown, duties in the warehouse (if available and required) where the breakdown occurs at a location and at a time of day making such an assignment possible.

3. **Urgent Deliveries**

The Company will continue its current practice of compensating employees at a basic rate of \$15.00 for delivering urgent orders that arise subsequent to the employee booking into the plant after working the day.

4. **Distribution of Overtime**

Whereas overtime work is needed, the Company shall attempt to distribute overtime work among qualified Outside Employees who normally perform the work to be done and who are at work at the time of scheduling, as follows:

- (a) Where there are more qualified volunteers than required, overtime assignments will be made to the most senior qualified employees who have volunteered.
- (b) Where there are insufficient qualified volunteers, the Company shall have the right to assign the work starting with the most junior of those qualified to perform the required work and continuing in reverse order of seniority until sufficient qualified employees have been assigned.
- (e) Employees with seniority shall be offered such overtime work prior to it being offered to Temporary/Casual Employees.
- (f) The Company may offer a junior employee who has not completed or may not complete a full workweek, a shift, in order to complete their workweek before implementing the overtime process. In a case where, outside of their regularly scheduled shift, a junior employee completes more shift opportunities than the senior employee who was ready and willing to work, the Company shall remunerate that shift to the senior employee on the day the shift opportunity occurred outside of the regularly scheduled shift at the appropriate rate of pay.

5. **Automatic Wage Progression Increase**

- (a) A permanent full-time employee will advance from the Start Rate (85% of Job Rate) applicable to his job classification to the Progression I Rate (92% of Job Rate) upon completing twelve (12) months of active work, to Job Rate from Progression I upon the completion of an additional twelve (12) months of active work. Such employee will receive credit for one week for each week during which the employee works. Credit will not be given for any week during which, for any reason, the employee does not work except in the case in which a full week of vacation falls.
- (b) A permanent full-time employee who is promoted or assigned to a job classification with a higher automatic wage progression, will be paid at the next highest wage progression rate in such job classification above his current rate.

**LETTER OF UNDERSTANDING #1**

**BETWEEN  
PEPSICO BEVERAGES CANADA (PEPSICO CANADA ULC)  
AND  
RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 558**

**Re: Joint Labour Management Committee**

During the recent negotiations, the Union expressed concerns about a number of possible changes that could affect the Job Security and Quality of Work Life of the members of the bargaining unit. The Company and the Union agreed that a formal process of communication would help everyone deal with the constant change that affects the workplace. To that end, a Joint Labour Management Committee (JLM) has been established. The Committee will be made up of Local Management, the Market Unit Human Resources Manager, the Chief Steward and Stewards. Other members of Senior Pepsi Management and the Business Agent or other RWDSU Local Executives will be welcome to attend. The Committee may invite employees or Local Staff Members if required. The committee shall meet on a quarterly basis or more often if so requested by either party.

The mandate of the Committee will include persons not in the bargaining unit doing bargaining-unit work, the status of Temporary Employees, temporary vacancies, any potential changes to existing practices, scheduling changes, employee concerns, Employer concerns, etc.

The ultimate goal of the Committee is to promote harmony in Saskatoon, managing as many issues locally as possible, helping to support the entire work group in its efforts to make PepsiCo Beverages Canada (PepsiCo Canada ULC) Saskatoon, a great place to work.


SIGNED THIS 12<sup>th</sup> DAY OF January, 2023.

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION  
LOCAL 558

PEPSICO BEVERAGES CANADA (PEPSICO  
CANADA ULC)

FOR THE UNION:

FOR THE COMPANY:


  
\_\_\_\_\_  
Craig Horbay, Steward

**"Steve Totten"**  
\_\_\_\_\_  
Steve Totten, Labour Director

  
\_\_\_\_\_  
Jody Friesen, Steward

  
\_\_\_\_\_  
Shawn LeBreton, Market Director

  
\_\_\_\_\_  
Lee Racette, Chief Shop Steward

  
\_\_\_\_\_  
Robin Nielsen, Human Resources Manager

  
\_\_\_\_\_  
Rocky Luchsinger, Representative



**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**PEPSICO BEVERAGES CANADA (PEPSICO CANADA ULC)  
AND  
RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 558**

**Re: Additional Time Off**

During recent negotiations, the Company and the Union discussed the need for long-term employees to take additional time off. The parties agree to allow employees with fifteen (15) or more years of service to take one additional week of vacation. Any employee wishing to take an additional week of vacation would be paid 80% of his weekly vacation pay for each week off. If circumstances arose that prevented the employee from taking the additional week of vacation, he would be reimbursed the 20% of vacation pay still owing. An employee wishing to take additional vacation must declare his intention to do so at the beginning of the calendar year.


SIGNED THIS 12<sup>th</sup> DAY OF January, 2023.

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION  
LOCAL 558


PEPSICO BEVERAGES CANADA (PEPSICO  
CANADA ULC)

FOR THE UNION:

FOR THE COMPANY:

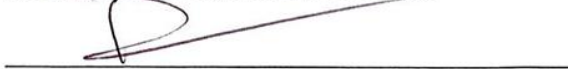
  
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Craig Horbay, Steward


**"Steve Totten"**  
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Steve Totten, Labour Director

  
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Lee Racette, Chief Shop Steward

  
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Robin Nielsen, Human Resources Manager

  
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Rocky Luchsinger, Representative

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**PEPSICO BEVERAGES CANADA (PEPSICO CANADA ULC)**

**AND**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 558**

**Re: Choosing of Routes**


The Company and Union agree that delivery employees shall pick their preferred routes by seniority on a quarterly basis. It is the intent of the parties that employees shall remain on their preferred routes to the extent possible, considering the efficient operations of the business.

SIGNED THIS 12<sup>th</sup> DAY OF January, 2023.

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION  
LOCAL 558


PEPSICO BEVERAGES CANADA (PEPSICO  
CANADA ULC)

FOR THE UNION:

  
\_\_\_\_\_  
Craig Horbay, Steward

  
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Jody Friesen, Steward

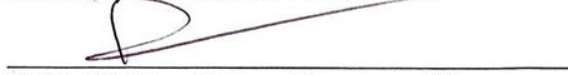
  
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Lee Racette, Chief Shop Steward

  
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Rocky Luchsinger, Representative

FOR THE COMPANY:

**"Steve Totten"**  
\_\_\_\_\_  
Steve Totten, Labour Director

  
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Shawn LeBreton, Market Director

  
\_\_\_\_\_  
Robin Nielsen, Human Resources Manager

**LETTER OF UNDERSTANDING #4**

**BETWEEN**

**PEPSICO BEVERAGES CANADA (PEPSICO CANADA ULC)**

**AND**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 558**

**Re: Distribution of Work**

With respect to discussion around distribution of work, the Company and the Union agree that the Company shall first exhaust the job classification in which the work originates. Subsequently after exhausting all available employees within the job classification, the Company shall then offer the work to the most senior qualified employee within all other job classifications in the bargaining unit.

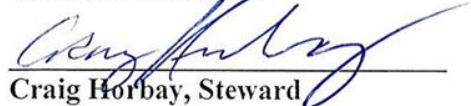
SIGNED THIS 12<sup>th</sup> DAY OF January, 2023.

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION  
LOCAL 558

PEPSICO BEVERAGES CANADA (PEPSICO  
CANADA ULC)

FOR THE UNION:

FOR THE COMPANY:

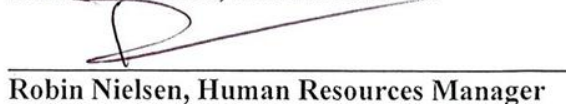
  
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Lee Racette, Chief Shop Steward

  
\_\_\_\_\_  
Robin Nielsen, Human Resources Manager

  
\_\_\_\_\_  
Rocky Luchsinger, Representative

**LETTER OF UNDERSTANDING #5**

**BETWEEN**

**PEPSICO BEVERAGES CANADA (PEPSICO CANADA ULC)**

**AND**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 558**

**Re: New Employees Training**

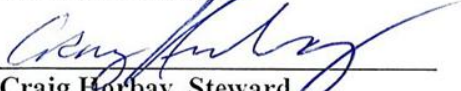
New employees will be trained in a manner which shall not negatively impact the hours of work which would have normally been provided to a regular employee.

SIGNED THIS 12<sup>th</sup> DAY OF January, 2023.

RETAIL, WHOLESALE AND  
DEPARTMENT STORE UNION  
LOCAL 558

PEPSICO BEVERAGES CANADA (PEPSICO  
CANADA ULC)

FOR THE UNION:

  
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Craig Horbay, Steward

  
\_\_\_\_\_  
Jody Friesen, Steward


  
\_\_\_\_\_  
Lee Racette, Chief Shop Steward

  
\_\_\_\_\_  
Rocky Luchsinger, Representative

FOR THE COMPANY:

**"Steve Totten"**  
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