

# COLLECTIVE AGREEMENT

BETWEEN

**COCA-COLA REFRESHMENTS CANADA COMPANY**  
**Prince George**

(the “Company”)



AND

**Brewery, Winery & Distillery Workers Local 300**



**November 1, 2017 – October 31, 2020**

## INDEX

TITLE	PAGE
ARTICLE I - DEFINITION AND RECOGNITION.....	1
ARTICLE II - UNION RECOGNITION .....	2
ARTICLE III - UNION SECURITY .....	3
ARTICLE IV - HOURS OF WORK .....	4
ARTICLE V - WAGES.....	8
ARTICLE VI - SENIORITY .....	8
ARTICLE VII - LEAVE OF ABSENCE.....	11
ARTICLE VIII - SICK LEAVE .....	12
ARTICLE IX - LAYOFF NOTICE .....	12
ARTICLE X - ANNUAL VACATIONS .....	12
ARTICLE XI - SAFETY AND HEALTH.....	15
ARTICLE XII - GRIEVANCE PROCEDURE.....	16
ARTICLE XIII - DISCHARGE CASES .....	18
ARTICLE XIV - UNIFORMS AND FOOTWEAR.....	18
ARTICLE XV - TOOL ALLOWANCE.....	18
ARTICLE XVI - HEALTH AND WELFARE .....	19
ARTICLE XVII - JURY DUTY .....	19
ARTICLE XVIII - LABOUR DISPUTES .....	19
ARTICLE XIX - TECHNOLOGICAL CHANGE/ADVANCE NOTICE/SEVERANCE PAY .....	19
ARTICLE XX - UNION BUSINESS .....	20
ARTICLE XXI - HIRING.....	20
ARTICLE XXII - PENSION PLAN.....	20
ARTICLE XXIII - DURATION OF AGREEMENT.....	20
APPENDIX "A" .....	22
APPENDIX "B" .....	24
<b>Letters of Understanding</b>	
1. RE: Sales Equipment Service Trainee.....	25
2. RE: Outside Vehicle Washing Service.....	26
3. RE: EQUIPMENT DELIVERY.....	27
4. RE: MERCHANDISING WORK .....	28
5. RE: DRIVERS MERCHANDISING .....	29
6. RE: BASE PLUS COMMISSION PAY .....	30
7. RE: THIRD PARTY DISTRIBUTION.....	31
8. RE: WIB and LTD .....	32

## **COLLECTIVE AGREEMENT**

**BETWEEN:**           **Coca-Cola Refreshments Company Canada,  
405 - 2nd Avenue, Prince George, B.C.  
(hereinafter referred to as the "Company")**

**OF THE FIRST PART;**

**AND:**               **Brewery, Winery & Distillery Workers Local 300  
7128 Gilley Ave., Burnaby, B.C.  
(hereinafter referred to as the "Union")**

**OF THE SECOND PART;**

### **WITNESSETH:**

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto. The parties agree as follows:

### **ARTICLE I - DEFINITION AND RECOGNITION**

Section 1     The term "employee" as used in this agreement includes all employees of the Company, except office staff, tel-sell representatives, account managers, supervisory personnel and those persons excluded by the Labour Relations Code of British Columbia

Section 2     The term "probationary" employee shall mean an employee who has not yet completed sixty (60) days of actual work within a period of six (6) consecutive months. During such period, the employee has no seniority and may be terminated at the Company's discretion. On completion of the probationary period, such an employee's name shall be placed on the seniority list and he shall be credited with seniority from a date, which is sixty (60) working days prior to the date on which he completed his probationary period. It is understood probationary employees have full rights to the Grievance Procedure of the Collective Agreement.

Section 3     The term "temporary employee shall mean an employee who is engaged by the company for periods of time when regular employees are unavailable, and for increases in work loads. Such employees shall be required to pay Union Dues and shall have no rights to the provisions of the Collective agreement. Temporary employees shall not be employed by the Company while regular employees are on layoff, provided that those who are laid off are qualified and available to do the work required. A temporary employee shall not acquire seniority standing.

Temporary employees shall be put on a 'Temporary Employee Seniority list'. Placement on the list shall be determined based on their total number of days worked with the Company. Temporary employees shall be called by

the Company for work and shall be laid off based on their total number of days worked with the Company so that the more senior employee is the first to be called for work and the last to be laid off, provided that he is capable of performing the work available.

Where a temporary employee works in excess of 1500 hours in any calendar year for reasons other than replacing an employee who is absent from work, the company and the Union shall meet to discuss whether that employee shall become a full-time employee. Where the Parties cannot agree then the matter may be referred to arbitration, as hereinafter provided.

## ARTICLE II - UNION RECOGNITION

Section 1 (a) The Company recognizes the Union as the exclusive bargaining agent for the employees as defined in Article I. For the renewal of this Collective Agreement, the Company agrees to negotiate with a Committee selected by the Union which shall consist of up to three (3) employees of the Company.

For the purposes of meeting with the Company for the reason of renewing the Collective Agreement, the Company will grant time off, without loss of pay for the employee's regular working hours, for up to two (2) employees.

(b) Only members in good standing of the Union (Local 300) shall be employed in the bargaining unit of the Company save those employees coming within the exceptions set forth in Article (1), Section (1).

(c) Employment Opportunities  
The Union reserves the right to refer qualified Union members from the Prince George area for interviews to fill any job vacancies which may occur. Should these applicants be unsuccessful, the Union shall be so advised in writing. **The Company agrees to interview referred qualified Union members but has no obligation to hire members the Union has referred.**

(d) In the event **that the Company does not hire a referred Union member**, the Company may hire other people on permit cards as long as such employment does not cause any layoff to regular Union members. All such extra help must obtain a permit card from the Union before going to work.

Section 2 There shall be no discrimination against any member of the Union because of Union activities.

Section 3 The Company shall provide bulletin boards for the purpose of posting union notices, copies of this Agreement and official papers. All such material may be posted only upon the authority of officially designated representatives of the Union. It is further agreed that such bulletin boards will not be used for disseminating political or advertising matter of any kind not pertaining to the

Union.

- Section 4
- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof, which is covered by this Agreement, enters into lease, assignment, receivership or bankruptcy proceedings, or another Limited Company is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
  - (b) During the life of this Agreement, no work will be sub-contracted out which would result in the layoff or termination of any employee in the bargaining unit. Nor shall the Company require as a condition of continued employment that any employee purchase any truck or vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.
  - (c) If at any time the Company intends to sell, transfer or lease the entire operation or any part thereof, he shall give notice of the existence of this Agreement to the purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy to the Union, not later than the effective date of sale.
- Section 5
- (a) The Company agrees that the present jobs or any other work coming within the scope of the bargaining unit will not be contracted out or transferred out to another Company, where such transfer of work would result in the layoff, or continued layoff or termination of any employee in the bargaining unit.
  - (b) Notwithstanding the foregoing, the Company shall have the right to contract out garbage removal; sanitation; pest control; technical installations; and maintenance normally performed by members of the bargaining unit, providing however, there is no loss of employment or earnings by an employee as a result.
- Section 6
- The Company agrees not to enter into any Agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any statute of the Province of British Columbia or Dominion of Canada. Any such Agreement will be null and void.

### **ARTICLE III - UNION SECURITY**

- Section 1
- All employees now members of the Union shall as a condition of employment remain members of the Union. All new employees, as a condition of employment, shall become and remain members of the Union upon the completion of sixty (60) worked days with the Company. At which time the employee shall complete and sign an application for membership in the Union and an authorization for the deduction of \$100.00 (representing the

amount of the Union's Initiation Fee) shall be deducted from his/her pay. Such monies shall be forwarded to the Union office. The application for Union membership and authorization for the deduction of initiation fees and dues shall be on forms supplied by the Union.

- Section 2
- (a) The Company shall deduct from every pay of each employee, covered by this Agreement, a sum of union dues, as advised by the union to the Company in writing. The Company will indicate on the employee's T4 slip the amount of dues paid during the year.
  - (b) All union dues shall be remitted by the Company in alphabetical order to the Secretary of the Union by the 12th day of the month following the month of deduction, together with a typewritten list of the names of the employees from whom deductions were made.
- Section 3
- (a) Except for current practices, all work within the bargaining unit shall be performed only by those persons coming within the bargaining unit.
  - (b) Except for current practices, it is understood, however, that in training or emergency situations, supervisors or management personnel may occasionally perform such work for short periods while the Company seeks to make other arrangements in keeping with Section 3(a) of this Article.

#### **ARTICLE IV - HOURS OF WORK**

- Section 1
- (a) The Company and the Union agree that the standard workday shall consist of eight (8) hours or ten (10) hours and the standard workweek shall consist of forty (40) hours. During any week that a Holiday falls employees, who are scheduled on a ten hour shift shall receive ten (10) hours pay for such holiday. Where it becomes necessary to reschedule employees in that week from ten (10) hour shifts to eight (8) hours shifts during that week to accommodate customer requirements, the Company will provide adequate notice to employees so affected. Management will consider recommendations from union staff, through its committee, regarding summer hours start time adjustments.
  - (b) Where shift work is in operation, it is agreed that all employees in such classifications within the warehouse shall be rotated on each of the shifts every two (2) week period.
  - (c) Furthermore, the parties agree that a two (2) week shift rotation schedule will be posted prior to the end of the employees' shift on Friday.

The Company shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours advance notice prior to such shift change becoming applicable.

Should the proper notice not be given, then the employee shall work

the originally scheduled shift.

- (d) Should employees choose to trade shift rotations on a daily or weekly basis, both employees involved shall be limited to the junior employee's seniority.

Section 2 Time worked in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates of pay shall be as follows:

- (a) Time and one-half for the first two (2) hours after the regular shift and double time thereafter.
- (b) Time and one-half for the first four (4) hours on an employee's day off and double time thereafter.
- (c) Two (2x) times the regular rate shall be paid for all work performed on Sunday, except as provided herein:

Employees whose services are regularly required on weekend, will be paid the regular rates for work done on Saturday and Sunday, but in no case will they work more than eight (8) hours per shift or ten (10) hours per shift, (if they are working on a ten (10) hour shift schedule), or forty (40) hours per week without overtime rates being paid.

In order to prevent returned calls, the Company may require its Delivery Drivers to work a maximum of ten (10) hours overtime per week. Employees shall not be required to work more than two (2) hours per day of such overtime, unless he agrees to do so.

**Should an employee volunteer to work during their vacation, overtime rates of two (2x) times the regular rate will be paid for all hours worked plus vacation pay at the regular rate. Under no circumstances shall an employee be required to work on his or her vacation.**

- (d) Employees not on approved leave of absence will be entitled to the following holidays with pay:
  - 1. NEW YEARS DAY
  - 2. VICTORIA DAY
  - 3. CANADA DAY
  - 4. B.C. DAY
  - 5. CHRISTMAS DAY
  - 6. LABOUR DAY
  - 7. GOOD FRIDAY
  - 8. THANKSGIVING DAY
  - 9. REMEMBRANCE DAY
  - 10. BOXING DAY
  - 11. **FAMILY DAY**

## 12. (2) FLOATING HOLIDAYS

Floating Holidays days shall be arranged between the employee and his supervisor. The request for the Holiday shall be in writing at least ten (10) days in advance of the requested date and shall be taken at a time outside of the regular summer vacation period.

Employees who are hired after June 30<sup>th</sup> in each year of this agreement shall only be entitled to one (1) floater day during that year of employment.

- (e) Where permissible by law, the parties may, by the mutual agreement, change the day on which a holiday may be observed.
- (f) Temporary and probationary employees shall receive holidays and holiday pay consistent with the provincial employment standards act subject to the eligibility requirements of the act. Article IV Section 2 (d) language does not apply to temporary or probationary employees.
- (g) When required to work on any one of the preceding holidays, overtime rates of two (2x) times the regular day rate will be paid for all hours worked plus eight (8) hours holiday pay at the regular day rate.

When not required to work on any one of the preceding holidays, hourly paid employees shall be paid for eight (8) hours of their regular day rate.

- Section 3
- (a) Should any of the above holidays, except Christmas Day and Boxing Day, occur on a Saturday or Sunday, they will normally be observed on either the preceding Friday or the following Monday.
  - (b) **Should** Christmas Day and Boxing Day occur on a Saturday and Sunday, either the preceding Friday or the following Monday shall be normally substituted for Christmas Day by the Company and a substitute day for Boxing Day shall be observed as a Floater Day. Such Floater Day shall be requested in writing at least ten (10) days in advance of the requested date and shall not be taken during the month of December. In addition, no more than one Driver, one Equipment Service and one Warehouse employee shall be allowed off at the same time.
  - (c) If either Christmas Day or Boxing Day (but not both) occur on a weekend, the Company shall substitute an alternate day to be observed as a Floater Day. Such Floater Day shall be requested in writing at least ten (10) days in advance of the requested date and shall not be taken during the month of December. In addition, no more than one Driver, one Equipment Service and one Warehouse employee shall be allowed off at the same time.

Section 4 Under no circumstances will holiday pay be paid when Health and Welfare or Workers' Compensation covers the holiday. However, employees will

receive from the Company any difference between a lesser amount received and eight (8) hours pay at their applicable rate.

- Section 5
- (a) Work performed over five (5) consecutive hours without a meal period shall be paid for at the rate of double time.
  - (b) All employees called in to work and receiving less than four (4) hours work shall be paid for four (4) hours at the applicable rate.
  - (c) A supper allowance of \$9.50 will be paid to employees after having worked a minimum of two (2) hours of overtime beyond their regular shift, in the event the Company is unable to provide a meal.
  - (d) The Company will endeavour, in so far as to the requirements and efficiency of operations will permit, to equalize (over such period of time as may be necessary to do so) the opportunities for overtime work among those regular employees who normally perform the work on which such overtime is required. In doing so, the Company will follow a seniority order rotation of opportunity. However, if insufficient employees volunteer for overtime assignment, then the junior employees in those classifications which are required for work must work such overtime but will not be required to work more than eight (8) hours overtime during the normal work week.
  - (e) Notwithstanding section 5(d) above, the Company will endeavour to recall qualified employees on layoff in seniority order to work the overtime prior to forcing any employee to work whenever possible.

Section 6 All employees shall have a fifteen (15) minute rest period midway during each work period of three (3) hours or more without a deduction in pay. Rest periods shall be so arranged that all employees shall enjoy benefits of the full period in a place providing the opportunity to take a snack. A thirty (30) minute unpaid meal break will be provided approximately half way through the employee's shift.

- Section 7
- (a) Employees working on afternoon or second shift shall receive a shift bonus of one dollar and twenty-five cents (\$1.25) per hour.
  - (b) Day Shift is defined as commencing between the hours of 5:30 a.m. and 1:59 p.m., all other employees are shift employees and shall receive shift bonus.
  - (c) The Company agrees to consider recommendations for swing shifts from the union through its committee. In the event it is necessary to work such shifts, they shall rotate on a two-week basis.

Section 8 Employees who arrive late for work shall have their wages reduced on the basis of quarters of an hour.

Section 9 **Serviceman on Call**

Effective the date of ratification, an employee required to be on call shall receive \$100.00 per seven (7) day week and \$125.00 for a week containing a holiday, in addition to his regular rate, such payment not being used in overtime calculations.

Section 10 **Layover and Subsistence**

An employee who is required to be absent from his home overnight shall be provided with meal allowances and lodgings. Lodgings shall be at an establishment approved by the Company and who will bill the Company directly for room plus tax. Such employee shall receive a meal allowance of fifty dollars (\$50.00) for each night's stay, which shall be paid to him through payroll.

**ARTICLE V - WAGES**

Section 1 Wages and classifications of work are attached and known as Appendix "A" and are effective as of the dates set forth in Appendix "A".

Section 2 When an employee is temporarily removed from his regular work and placed on other work for the Company's convenience for two (2) hours or more, he or she shall be paid his or her regular rate of pay or the rate of the other work at the higher rated job, whichever is the greater. It is also agreed that, regardless of age or sex, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.

Section 3 (a) When new job classifications are established, as deemed necessary and advisable by the Company, the Union shall be advised. A rate shall be set by the Company. If the Union does not agree with the established rate, the dispute over the rate shall be taken before a mutually agreed to third party arbitrator.

(b) When the deletion of existing job classifications are deemed necessary, or existing job classifications require changes, because of changes in the character of duties and responsibilities as deemed necessary by the Company, and those changes affect a significant number of employees, section 54 of the BC Labour Relations Code shall apply.

Section 4 All employees shall be paid on Friday, before or during working hours. Payment of wages shall be for all hours worked to the end of the previous pay period.

Section 5 Laid-off employees shall receive all monies due them at time of lay-off, with the exception of vacation pay, which would be paid only on employee request.

Section 6 It is understood an employee shall retain his or her current rate of pay while training for job vacancy for which he/she applied and was awarded.

**ARTICLE VI - SENIORITY**

Section 1 **Seniority**

Seniority of an employee shall mean the length of his unbroken service with the Company (or its immediate predecessor) in the bargaining unit covered by this Agreement.

There shall be two seniority lists: one for inside employees (Warehouse, Equipment Service) and one for outside employees (Delivery Drivers, Merchandisers).

Seniority shall be applied with respect to layoffs and recalls, as hereinafter provided, in each of the above groups separately.

It is understood that the Company shall assign two (2) Merchandisers to the Williams Lake territory who will be responsible for the Highway 97 corridor from 150 Mile House, up to and including Quesnel city limits, Wells and Barkerville. Said Merchandisers shall not be bumped by a more senior laid off employee but shall follow seniority order in the Williams Lake Territory. The Company will make best efforts to provide the most senior Merchandiser in said region with a 40 (forty) hour work week and shall assign a five(5) consecutive day shift with a two(2) consecutive day weekend wherever possible. When business needs dictate the need for six(6) or seven (7) day per week coverage the junior Merchandiser shall be assigned a shift coinciding with the senior merchandisers weekend and may be assigned further shifts as coverage for senior Merchandiser absence. Notwithstanding the foregoing, if further coverage is needed on certain days then the junior merchandiser shall follow regular seniority rules on those days, as provided in the Collective Agreement.

Section 2 **Layoff and Recall**

Seniority shall be the deciding factor governing layoffs and recall already covered under Collective Bargaining Agreement (i.e. the last hired shall be the first laid off) and recall after layoffs, provided the senior employee has the capabilities to satisfactorily perform the work to be done.

Section 3 **Loss of Seniority**

Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Company, or
- (b) Is discharged, or,
- (c) Is absent without leave for a period greater than five (5) working days, or
- (d) After layoff, fails to report for work for five (5) working days after being recalled.

Section 4 It is understood that persons laid-off are subject to recall. The Company shall forward a registered letter to the last known address. After 5 (five) working days, if the person fails to report for work, he or she shall forfeit all seniority rights.

Section 5 Every three (3) months, the Company will supply the Union with a Seniority List in triplicate of all employees covered by this Agreement; said list to contain the names, classifications and seniority date of each employee.

Section 6 **Reinstatement**

- (a) In any case where an employee has been transferred by the Company to a supervisory position and at a later date ceases to be a supervisory worker and the Company desires to retain his services, it is hereby agreed that reinstatement can be made within the bargaining unit to a base rated classification and placed upon the seniority list with his original date of employment less that amount of years and months he spent working as a supervisor. It is understood however, that his combined seniority would apply for vacation, pension, severance pay and welfare benefits.
- (b) It is understood employees who are promoted to a supervisory position, can return to the job they had at the time of their promotion, with full seniority and time during the first three (3) months after the date of promotion. It is further understood during this three (3) month period, in the event the employee returns to their job within the bargaining unit, the employee shall be required to pay Union Dues for each period of time.

Section 7 **Job Postings**

If, during the life of the Collective Agreement, a new job category or categories should be established (which are not covered by such Agreement), then the following provisions shall become operative:

- (a) In the case of permanent vacancies, the job shall be posted immediately on the bulletin board for five (5) working days. Applicants wishing to apply for the position shall make a written request in duplicate providing one copy to the Company and one copy to the Shop Steward of the Union. Thereafter, within five (5) working days, the Company shall make an appointment.
- (b) An employee absent from work due to vacation, WCB, Weekly or Long Term disability; shall provide a written request to the Company requesting that he/she be notified of job postings during his/her leave. Upon such request, the Company shall contact the employee by phone to inform him/her of a job posting. Should the Company be unable to contact the employee by phone, a registered letter informing the employee of the posting will be sent to the employee's last address on file with the Company. The employee will then have five (5) working days from the delivery of the registered letter to apply for the vacancy.
- (c) For purposes of Job Postings only, an employee on one seniority list shall be allowed to bid on a job vacancy on the opposite seniority list.
- (d) Bargaining Unit-wide seniority shall be the governing factor in **being awarded job postings** providing the factors of being capable, merit and ability are relatively equal among those involved. **Positions** shall be **awarded** to those who are qualified or capable of being qualified with training to perform the work to be done. In the event a senior applicant is not given a trial period, Management shall discuss the

matter with the Grievance committee prior to filling the job vacancy.”

## **ARTICLE VII - LEAVE OF ABSENCE**

Section 1 Whenever practicable, leaves of absence will be granted an employee without pay for a period not exceeding three (3) calendar months. An employee applying for such leave shall apply in writing and whenever possible, at least one month prior to the date leave is desired to commence. All leaves of absence over two (2) weeks duration approved by the Company shall also be subject to the approval of the Union. The Company shall reply, in writing, within five (5) days of receiving a written request. If an approved leave of absence exceeds thirty (30) days, the employee may elect to maintain insured benefit coverage's by full payment of the related premiums as they become due.

Section 2 **Bereavement Leave**

In the event of a death in an employee's immediate family, the employee will be granted up to three (3) working days **bereavement** leave with pay. Immediate family shall be defined as an employee's parents, legal guardian, children, grandchildren, sister, brother, spouse (common-law partner), step-parents, step-brother, step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents.

**Subject to management's discretion, bereavement leave with pay may be increased by up to two (2) days' travel time, provided that one way travel exceeds 350 km and that approval is obtained in advance of departure. This is subject to proof of travel.**

In the case of brother-in-law, sister-in-law or grandparent-in-law, one (1) working day **bereavement** leave with pay shall be provided to employees.

Section 3 **Parental Leave**

Parental leave shall be provided in accordance with the applicable statutory requirements. An employee's seniority standing shall not be affected by such leave.

Section 4 **Paternity Leave**

Fathers shall be granted one day off with pay on the birth of his child. This benefit does not extend to adoption.

Section 5 **Educational Leave - Union Officials**

The Company agrees to grant up to three (3) days paid time off for union officials, not exceeding **two (2)** in number for educational training during each year of the collective agreement. It is agreed that the Company shall be provided with ample notice of such leave and that the Company may deny granting the leave if it would unreasonably hinder the requirements of operations.

The Company shall invoice the Union for all wages, benefit costs, pension contributions received by the employee during Union Leave, and the Union

agrees to reimburse the Company for same within thirty (30) days from receipt of the invoice. In the event of failure of the Union to so reimburse the Company, all payments to employees for Union Leave shall immediately cease.

In consideration of the agreement to make payments as provided above, 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.

## **ARTICLE VIII - SICK LEAVE**

Section 1 After a probationary period, the Company will provide up to six (6) days paid leave in any one calendar year. If unused, three days pay will be paid to the employees having four or more unused days in January of the following year.

Notwithstanding the foregoing, employees who work ten (10) hour shifts shall be provided with up to forty-eight (48) hours paid leave in any one calendar year. If unused, twenty-four (24) hours pay will be paid to employees having thirty-two (32) hours or more unused hours in January of the following year.

Section 2 At the Company's discretion, a doctor's certificate may be required prior to the payment of sick leave for an employee who has been absent from work. However it is understood that the employee shall freely use his/her sick days provided that there is no just cause to suspect abuse, misrepresentation, or any misuse of the sick leave privileges. The requirement for such certificate, in the event of absence, shall be given to the employees in advance. The Company shall pay the cost for such certificate.

## **ARTICLE IX - LAYOFF NOTICE**

Section 1 Employees who have completed their probationary period when laid off shall receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice should it be anticipated that said layoff will be for two (2) months or longer.

All layoff notices shall be in writing with one copy to the Shop Steward with the date layoff notice is given.

## **ARTICLE X - ANNUAL VACATIONS**

Section 1 In January of the first year of employment and each January thereafter vacations will be taken in advance of the employee's anniversary date on a calendar year basis: January to December.

Section 2 An employee's anniversary date of latest hiring shall be used as the date of calculate an employee's vacation entitlement.

Section 3 The amount of pay to which each employee will be entitled in respect of his vacation will be determined in accordance with Section 4 below. The earnings on which the calculation will be based shall be total earnings from the Company for the years of service in respect of which the vacation is granted.

Section 4 Schedule of Vacation With Pay Entitlement During the Life of this Agreement.

<u>Length of Service</u>	<u>Length of Vacation</u>	<u>% of Gross Earnings Payable</u>
1 but less than 3 yrs.	2 weeks	4%
3 but less than 8 yrs.	3 weeks	6%
8 but less than 13 yrs.	4 weeks	8%
13 but less than 19 yrs.	5 weeks	10%
After 19 years' service	6 weeks	12%

Section 5 If an employee's vacation pay calculated on the basis of his regular hourly rate, multiplied by forty (40) hours for each week of vacation to be taken, would be greater than the amount to be paid under Section 4 above, then he will be paid the greater amount.

Section 6 Vacations shall be awarded on the following basis:

(a) All employees shall be entitled to two (2) consecutive weeks during the period from June 15th to September 15th. All employees entitled to two (2) or more weeks of vacation per year shall be given two (2) consecutive weeks during the period of June 15th and September 15th.

The Company shall allow a maximum of one (1) driver, one (1) service and one (1) warehouse employee to be away during any one (1) period. Where possible for the Company to do so, it may allow other employees off on vacation at the same time. The Company will identify, annually each January 1st, which weeks between June 15<sup>th</sup> to September 15<sup>th</sup> it may accommodate two (2) drivers off on vacation at the same time.

(b) The preferred positions in the selection and allocation of vacation periods shall be awarded on the basis of seniority.

(c) All requests for vacations must be submitted not later than February 1<sup>st</sup>. Employees who fail to designate their preference prior to February 1<sup>st</sup>, shall receive vacations within the vacation period, but only during those periods not already allotted.

(d) The above vacation schedule shall be prepared between the Company and the Union Steward and posted not later than February 15<sup>th</sup>.

Section 7 Every employee whose employment with the Company is terminated during the life of this Agreement shall be entitled to a vacation pay allowance based on the length of his continuous employment with the Company and his total earnings during the period, if any, in respect to which he has not received a paid vacation. Such vacation allowances shall be computed as follows:

(a) If the employee has not completed his first year of continuous



## ARTICLE XI - SAFETY AND HEALTH

Section 1 The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment and will maintain clean rest rooms and eating area.

Section 2 Protective devices, wearing apparel and other equipment necessary to properly protect its employees from injury shall be provided by the Company.

Section 3 A safety committee will be formed and meet in complete compliance with Workers' Compensation Board regulations. Copies of the Health & Safety meeting minutes will be sent to the Union Office.

Section 4 TRUCK MAINTENANCE AND SAFETY

It is to the mutual advantage of both the Company and the Employee that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of Management, and in respect thereto the Company agrees to the following:

- a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment. Employees who knowingly operate such unsafe equipment may be liable to disciplinary action.
- b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts. Failure of employees to use the safety belts may result in disciplinary action.
- c) It is agreed between the Company and the Union, having regard for the safety and driver health factor, that all units shall have heaters, windshield wipers and defrosters installed.
- d) No drivers shall be asked or required to service or maintain trucks or equipment. This shall not apply to changing of flat tires when away from the Plant.
- e) It is mutually agreed that a form shall be supplied to the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy, and so that the head office of the Company will have a copy of this report on file.

When a driver reports a defect in equipment, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply such tags or other marking devices. This tag is to be left on the vehicle in order to show the work has been

completed and shall be removed by the outgoing driver.

- f) The Company shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or at any scales, and is fined, the Company shall pay such fines. In addition thereto, if a driver is stopped by the Police or held up at the scales, due to overloading or any other reason involving the equipment and that driver is working on other than an hourly rate, he shall be paid for all such time on the basis of the working time rate of pay. Except when the overload is due to the employee's negligence.
- g) If a driver is charged improperly for a violation of traffic laws while working, and is found not guilty in Court, the Company shall pay that employee's loss of wages. However, if the employee is found guilty, he shall not be entitled to wages lost.
- h) No driver shall be permitted to allow other than employees of the Company who are on duty to ride in his truck or vehicle, except with authorization of the Company, or in the event of a bona fide emergency.

#### HEAVY LIFTING

- i) Whenever any Plant employee or vending driver or whomsoever is required to lift any item or machinery or equipment weighing over 105 pounds, he shall be given assistance.

### **ARTICLE XII - GRIEVANCE PROCEDURE**

Section 1 A grievance shall be defined as any matter arising out of the application, administration, interpretation, or alleged violation of the Collective Agreement.

A policy grievance shall be defined as a grievance that affects the entire Bargaining Unit. Policy grievances shall be referred to step 3 of the grievance procedure.

A grievance may be filed by an employee, the Union, or the Company and must be done so within thirty (30) days following the event which gave rise to the matter or when such matter was first called to the Grievor's attention. Failure to react within this prescribed time period shall render such grievance null and void. All days referred to herein shall be interpreted to be "Working days".

An honest effort shall be made by the parties to settle such matters in accordance with the following procedure.

Section 2 There shall be a Union Steward who shall be an employee in the bargaining unit, designated by the Union and who will be afforded such time off as may reasonably be required to attend meetings with the Management.

Section 3 The Union agrees to advise the Company, in writing, of the name of the member to be designated as Union Steward and also of any changes from time to time. The Union may also advise the Company of the name of an employee who may serve as an Alternate Steward in the absence of the regular Steward.

Section 4 The steps to be taken in handling of any grievances:

**FIRST:** Between the aggrieved employee and his immediate supervisor; a decision to be rendered within forty-eight (48) hours.

**SECOND:** If a settlement is not reached, within 10 days, at the initiation of the Union, the employee, his Union Steward and his immediate supervisor will hold a meeting to discuss the problem. If it is not resolved by the next working day, the grievance is to be written on proper grievance forms and presented by the employee and the Union Steward to the Management within 10 days; a decision to be rendered within forty-eight (48) hours.

**THIRD:** If the employee is not satisfied by the response at step 2, within ten (10) days, they shall initiate a meeting which is to be held between the Representative of the Union, the Union Steward, the employee and the Management. A response is to be provided by Management within **ten (10) days**. Within **fifty (50)** days of receiving the response from Management, the Union will notify Management whether they are satisfied by the response or wish to invoke Step Four.

**FOURTH:** The grievance may be submitted to arbitration. The Company and Union shall first endeavour to agree on a single arbitrator within 10 days. Failing to agree upon a single arbitrator, either party may request the Minister of Labour to appoint one.

Section 5 In the case of a grievance involving the dismissal of an employee, the first step of this Grievance Procedure may be omitted.

Section 6 It is mutually agreed that the operation of sub-section 1, Section 96 of the Labour Code of B.C. Act shall only be implemented where mutually agreed by the Company and the Union.

Section 7 Any time limit established in this Article XII may be extended by mutual agreement of the parties.

Section 8 The arbitrator shall not have any power to alter, modify or amend any of the provisions of this Agreement or to substitute any new provisions for the existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties and on any employee affected by it. The expenses of the Chairperson shall be borne

one-half by the Company and one-half by the Union.

### **ARTICLE XIII - DISCHARGE CASES**

Section 1 In the event an employee be discharged or laid-off and he or she believes that he/she has been unjustly dealt with, such discharge or lay-off shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that an injustice has been dealt an employee, the Company shall reinstate such employee and pay full compensation for time lost, or pay lesser amount as may be agreed upon between the Company and the Union or as may be determined by the arbitrator.

### **ARTICLE XIV - UNIFORMS AND FOOTWEAR**

Section 1 The Company agrees to provide employees with the following uniforms and replace same in the event of wear and tear:

#### Inside Seniority List Employees

- 3 pairs of trousers
- 3 shirts
- 3-in-1 all weather jacket

#### Outside Seniority List Employees

- 3 pairs of trousers
- 3 shirts
- 2 pairs of shorts (1 pair trousers may be substituted)
- 3-in-1 all weather jacket

Section 2 (a) Upon presentation of receipts, the Company will pay the cost of safety footwear as approved by the Company to a maximum of \$200.00 annually. To meet the required approval standards, all such footwear must **meet Company guidelines**.

Section 3 The Company shall provide rain jackets to employees, if required, and work gloves. These will be replaced by the Company on an exchange basis.

Section 4 Where a temporary employee works for the Company in excess of 500 hours in any calendar year, he shall receive a safety boot allowance of fifty dollars (\$50.00) and two (2) T-shirts.

### **ARTICLE XV - TOOL ALLOWANCE**

Section 1 Employees currently using their own tools will continue to do so. The Company will replace them as and when damaged or lost as long as this privilege is not abused.

Section 2 For employees currently using tools owned by the Company, this practice will continue unless otherwise mutually agreed upon between the parties.

## **ARTICLE XVI - HEALTH AND WELFARE**

**Section 1** Effective January 1, 2013, full time employees in the bargaining unit (subject to eligibility requirements) are entitled to participate in the benefits plan(s) maintained by the Company for hourly employees at its Prince George operations (currently "Benefits Plus"). The terms and conditions of participation and benefits entitlements shall be governed by the official text of the plan(s) (as from time to time amended). For clarity, the Company's obligation in respect to such plans is limited to the payment of premiums only and the Company reserves the right to amend, modify or alter these plan(s) in the future at its discretion. The benefit plans are not incorporated into the collective agreement and will not be the subject matter of arbitration.

**Section 2** The Company will pay the B.C Medical Plan (Medical Services Plan) premium covering full-time employees and their eligible dependents.

## **ARTICLE XVII - JURY DUTY**

**Section 1** An employee summoned to jury duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for such service, if any, and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Company with such statements of earnings as the Courts may supply.

**Section 2** Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of the normal shift remains to be worked.

## **ARTICLE XVIII - LABOUR DISPUTES**

**Section 1** The Company agrees that in the event of a legal strike amongst the employees of a concern with which the Company is doing business, it will not ask, require, or in any way force or compel members of the Union to service such a strike bound firm by crossing any established legal picket line(s).

## **ARTICLE XIX - TECHNOLOGICAL CHANGE/ADVANCE NOTICE/SEVERANCE PAY**

**Section 1** In the event one or more job opportunities are to be affected by technological change, section 54 of the BC Labour Relations Code shall apply.

**Section 2** Should the Company decide to install new advanced mechanical equipment, change methods, or close down any of its operations that would result in the termination, or lay-off of employees, section 54 of the BC Labour Relations code shall apply.

**Section 3** When employment is terminated by the Company for reasons other than those set forth under Section 4 below, the Company in addition to accrued vacation pay shall pay two (2) weeks of current earnings per year to a maximum of (52) fifty-two weeks of pay.

**Section 4** The above shall not apply when an employee resigns or is discharged for cause.

## ARTICLE XX - UNION BUSINESS

- Section 1 (a) The Company will grant **an unpaid** leave of absence to not more than one (1) employee who is appointed or elected to Union office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after the completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to not more than one (1) employee who is elected as representative to attend Union Meetings and Union Conventions in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a) - sixty (60) calendar days and in the case of (b) - fourteen (14) calendar days.

## ARTICLE XXI - HIRING

- Section 1 In the event the Company requires additional employees, the Company will co-operate with the Union in that at the time of a new vacancy, it shall request the Union to provide suitable employees before taking independent action to obtain new employees. **The Union may provide suitable employees to the Company for consideration within forty-eight (48) hours of the Company's request.**

## ARTICLE XXII - PENSION PLAN

- Section 1 Effective April 1, 2000, the Coca-Cola Bottling Company Pension Plan shall be implemented for all qualified hourly employees of the bargaining unit.

All regular full-time employees hired after January 1, 2013 will be enrolled in the Company's Defined Contribution Pension Plan subject to eligibility requirements and will not be eligible to participate in the Coca-Cola Bottling Company Pension Plan.

- Section 2 Regular full-time employees in the bargaining unit who retire with the Company's pension plan are entitled (subject to eligibility requirements) to participate in the Company's prevailing health and welfare plan for retirees at the time of retirement. The current prevailing health and welfare plan for retirees is Health Plus. The Company reserves the right to amend, modify or alter these plan(s) in the future at its discretion. The retiree health and welfare plans are not incorporated into the collective agreement and will not be the subject matter of arbitration.

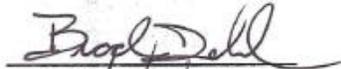
## ARTICLE XXIII - DURATION OF AGREEMENT

- Section 1 This agreement shall be effective from November 1, **2017** to and including

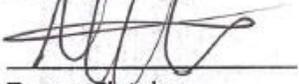
October 31, **2020** and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party anytime within four (4) months prior to the expiration of the Agreement. It is mutually agreed the operation of sub-section 2 of section 66 of the Labour Code of B.C. Act is specifically excluded from the Agreement. During such period of negotiations this Agreement shall remain in full force and effect.

Section 2 All provisions of this Collective Agreement which represent a change from the previous Collective Agreement shall be effective the date of ratification unless otherwise specified herein. Operational changes, which do not have a specified date, will be implemented as soon as possible. **IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by their respective duly authorized representatives this 29<sup>th</sup> day of November 2017.

FOR THE UNION



Brad Dahl



Trevor Fletcher



Tien Mueller



Glen Grohs

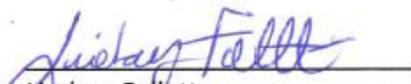
FOR MANAGEMENT



Ryan Goodwin



Rob Moseley



Lindsay Follett



Candice Wright

**APPENDIX "A"**

<b>Job Classification</b>	<b>Nov 1, 2017</b>	<b>Nov 1, 2018</b>	<b>Nov 1, 2019</b>
<b>Warehouse Worker &amp; FLO</b>	<b>\$28.20</b>	<b>\$28.48</b>	<b>\$28.91</b>
<b>Sales Equipment Service Trainee</b>	<b>\$28.67</b>	<b>\$28.96</b>	<b>\$29.39</b>
<b>Sales Equipment Serviceman</b>	<b>\$29.63</b>	<b>\$29.93</b>	<b>\$30.38</b>
<b>Delivery Driver</b>	<b>\$30.16</b>	<b>\$30.46</b>	<b>\$30.92</b>
<b>Merchandiser</b>	<b>\$20.74</b>	<b>\$20.95</b>	<b>\$21.26</b>
<b>Temporary Warehouse Worker &amp; FLO hired after December 10, 2017</b>	<b>\$18.15</b>	<b>\$18.33</b>	<b>\$18.61</b>

**Notes:**

1. Probationary/Temporary employees (**other than the Temporary Warehouse Worker & FLO hired after December 10, 2017 shown above**) shall be paid at 75% of the rate for the job to which they are assigned.

**The wage scale for any new Full-Time Warehouse Worker & FLO shall be as follows for employees hired after the date of ratification (note that this applies only to employees hired the date after ratification, and not to current employees who post into this position from another classification):**

<b>Starting Rate</b>	<b>One year anniversary date after being made full-time</b>	<b>Two year anniversary date after being made full-time</b>	<b>Three year anniversary date after being made full-time</b>
<b>76% of job rate</b>	<b>84% of the full job rate</b>	<b>92% of the full job rate</b>	<b>Full job rate</b>

## APPENDIX "B"

### TWELVE (12) HOUR SHIFTS

1. The Company may schedule twelve (12) hour shifts for where stem times are excessive and work can be carried out more efficiently with the use of twelve (12) hour shifts.
2. Employees may select such twelve (12) hour shifts based on seniority and where there are insufficient employees volunteering for such shifts, the Company shall schedule junior employees for this work.
3. The following practices shall exist regarding twelve (12) hour shifts:
  - a) Where an employee is scheduled to work a twelve (12) hour shift, he/she shall receive two (2) paid fifteen (15) minute rest periods and one (1) paid thirty (30) minute meal period.
  - b) All time worked in excess of the twelve (12) hour shift shall be paid for at the rate of double (2x) time for all hours.
  - c) If a holiday is observed on an employee's day off, the employee will have the option of receiving twelve (12) hours' pay or a day off with pay at a time mutually agreed between the Company and the employee.
  - d) If a holiday is observed on an employee's scheduled workday and the employee does not work on the holiday, the employee will receive twelve (12) hours' pay at the employee's regular rate of pay.
  - e) An employee who is scheduled to work on a twelve (12) hour shift and who is absent for reasons for jury duty, sick leave (subject to the restrictions of Article V111) bereavement leave, statutory holidays or negotiations shall be compensated for twelve (12) hours of lost pay at his/her regular hourly rate of pay. For the purposes of sick leave cash out and paid time off for unused sick leave credits, employees who work twelve (12) hour shifts shall have their sick leave bank exhausted after forty-eight (48) hours has been paid or taken as compensation for sick time off.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**Coca-Cola Refreshments Company Canada (Prince George, B.C.)**

**AND**

**Brewery, Winery & Distillery Workers, Local 300**

**RE: Sales Equipment Service Trainee**

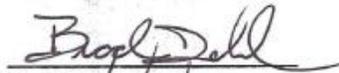
Notwithstanding any other provisions of this Agreement which may be to the contrary, it is mutually understood and agreed that the following arrangements and conditions shall apply to the position of Sales Equipment Service Trainee:

1. Candidates for a posted job vacancy as a Sales Equipment Service Trainee shall:
  - (a) Successfully complete the current aptitude test prior to appointment; and
  - (b) Hold a valid, appropriate driver's licence.
2. The successful candidate for a posted vacancy in the position of Sales Equipment Service Trainee will undertake such training as described in the training manual.
3. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of a Sales Equipment Service Trainee. In such event, the employee shall revert to his former position and, in so doing, shall displace the employee who succeeded him in that position.
4. The training program referred to herein currently consists of a correspondence course administered by independent organization (I.C.S.), various training sessions organized by the Company and/or equipment suppliers and on-the-job training totalling 2000 hours of practical experience as Sales Equipment Service Trainee. There will be no charge to the employee for the training program.
5. On completion of the training program (2000 hours including demonstration of the required knowledge, skills, etc.), a Sales Equipment Service Trainee shall thereupon be reclassified and paid as a Sales Equipment Serviceman.

It is also agreed that existing Sales Equipment Servicemen shall be "grandfathered" into the category but will be encouraged to participate in the training program outlined herein.

DATED AT Prince George, British Columbia, this 29<sup>th</sup> day of November, 2017.

FOR THE UNION



Brad Dahl



Trevor Fletcher



Tien Mueller



Glen Grohs

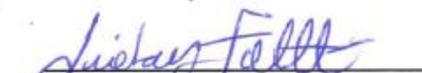
FOR MANAGEMENT



Ryan Goodwin



Rob Moseley



Lindsay Follett



Candice Wright

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**Coca-Cola Refreshments Company Canada (Prince George, B.C.)**

**AND**

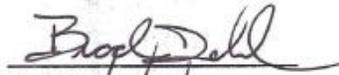
**Brewery, Winery & Distillery Workers, Local 300**

**RE: Outside Vehicle Washing Service**

Notwithstanding the provisions of the Collective Agreement, and in order to clean vehicles, the Company may hire an outside vehicle washing service, provided that no regular seniority employees are on layoff.

DATED AT Prince George, British Columbia, this 29<sup>th</sup> day of November, 2017.

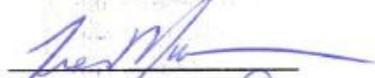
FOR THE UNION



Brad Dahl



Trevor Fletcher



Tien Mueller



Glen Grohs

FOR MANAGEMENT



Ryan Goodwin



Rob Moseley



Lindsay Follett



Candice Wright

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**Coca-Cola Refreshments Company Canada (Prince George, B.C.)**

**AND**

**Brewery, Winery & Distillery Workers, Local 300**

**RE: EQUIPMENT DELIVERY**

From time to time and in cases of emergencies, Cooler Service personnel may be asked to empty coolers in order to service a customer pick up. When employees in the Cooler Service Department perform a close-out on equipment they shall also remove any product or cash still in that equipment.

DATED AT Prince George, British Columbia, this 29<sup>th</sup> day of November, 2017.

FOR THE UNION



Brad Dahl



Trevor Fletcher



Tien Mueller



Glen Grohs

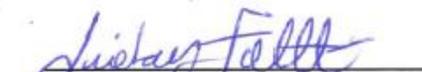
FOR MANAGEMENT



Ryan Goodwin



Rob Moseley



Lindsay Follett



Candice Wright

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**Coca-Cola Refreshments Company Canada (Prince George, B.C.)**

**AND**

**Brewery, Winery & Distillery Workers, Local 300**

**RE: MERCHANDISING WORK**

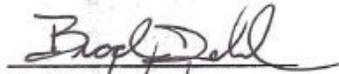
The bargaining unit classifications of “Delivery Driver” and “Merchandisers” have primary responsibility for this work on a scheduled basis. This work is an important key to the health and growth of the business.

Any individual may merchandise from their customers back stock only, on an ad hoc basis, as well as perform minor changes as required.

The important distinction is that the sales department does not go to the customer solely for the purpose of merchandising.

DATED AT Prince George, British Columbia, this 29<sup>th</sup> day of November, 2017.

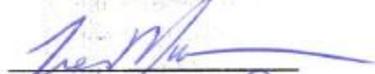
FOR THE UNION



Brad Dahl



Trevor Fletcher



Tien Mueller



Glen Grohs

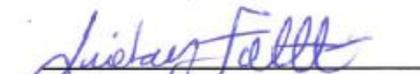
FOR MANAGEMENT



Ryan Goodwin



Rob Moseley



Lindsay Follett



Candice Wright

**LETTER OF UNDERSTANDING #5**

**BETWEEN:**

**Coca-Cola Refreshments Company Canada (Prince George, B.C.)**

**AND**

**Brewery, Winery & Distillery Workers, Local 300**

**RE: DRIVERS MERCHANDISING**

It is understood and agreed that those full-time Delivery Drivers who are employed by the Company as of November 1, 2005 and would otherwise be laid off from work shall have the opportunity to perform Merchandiser work. Such work shall be compensated at the designated rate of pay listed below for all hours worked in that classification.

- **November 1, 2010**      **\$23.50**
- **November 1, 2011**      **\$23.50**
- **November 1, 2012**      **\$23.50**
- **November 1, 2013**      **\$23.85**
- **November 1, 2014**      **\$24.33**
- **November 1, 2015**      **\$24.82**
- **November 1, 2016**      **\$25.44**

All full-time Delivery Drivers hired by the Company after November 1, 2005 and who would otherwise be laid off from work shall have the opportunity to perform Merchandiser work and shall be compensated at the "Merchandiser" rate of pay as designated in Appendix "A" for all hours worked in that classification.

In addition, a Delivery Driver performing Merchandising work on a Saturday and/or Sunday due to layoff shall be paid at their straight time hourly rate for Merchandising plus any afternoon or second shift premium if applicable. Overtime on Saturday shall only be paid if the employee has exceeded their eight (8) or ten (10) hours of scheduled work on that day or forty (40) hours in that current week. Overtime on Sunday shall only be paid if the employee has exceeded their eight (8) or ten (10) hours of scheduled work on that day.

DATED AT Prince George, British Columbia, this 29<sup>th</sup> day of November, 2017 .

FOR THE UNION

  
\_\_\_\_\_  
Brad Dahl

  
\_\_\_\_\_  
Trevor Fletcher

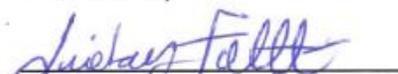
  
\_\_\_\_\_  
Tien Mueller

  
\_\_\_\_\_  
Glen Grohs

FOR MANAGEMENT

  
\_\_\_\_\_  
Ryan Goodwin

  
\_\_\_\_\_  
Rob Moseley

  
\_\_\_\_\_  
Lindsay Follett

  
\_\_\_\_\_  
Candice Wright

**LETTER OF UNDERSTANDING #6**

**BETWEEN:**

**Coca-Cola Refreshments Company Canada (Prince George, B.C.)**

**AND**

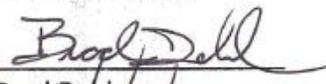
**Brewery, Winery & Distillery Workers, Local 300**

**RE: BASE PLUS COMMISSION PAY**

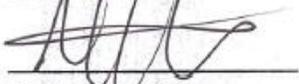
During the life of this collective agreement (at the initiation of the Company), the parties agree they will meet for the purpose of negotiating, and if mutually agreed to, implement a base plus commission pay structure for job classifications identified by the Company.

DATED AT Prince George, British Columbia, this 29<sup>th</sup> day of November, 2017 .

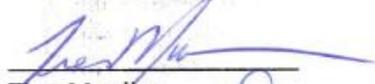
FOR THE UNION



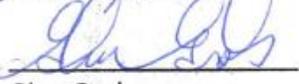
Brad Dahl



Trevor Fletcher



Tien Mueller



Glen Grohs

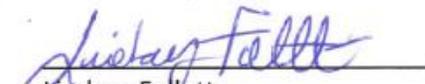
FOR MANAGEMENT



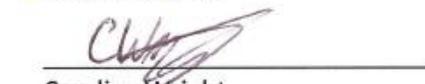
Ryan Goodwin



Rob Moseley



Lindsay Follett



Candice Wright

**LETTER OF UNDERSTANDING #7**

**BETWEEN:**

**Coca-Cola Refreshments Company Canada (Prince George, B.C.)**

**AND**

**Brewery, Winery & Distillery Workers, Local 300**

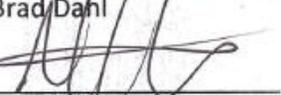
**RE: THIRD PARTY DISTRIBUTION**

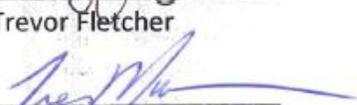
The Company and the Union agree that flex distribution such as Indirect Sales/Store Delivery ("ISD"), third party delivery or delivery to customers' warehouse does not constitute subcontracting and is not restricted in any way whatsoever by the terms of the collective agreement.

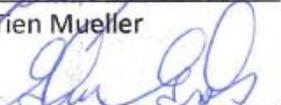
DATED AT Prince George, British Columbia, this 29<sup>th</sup> day of November, 2017 .

FOR THE UNION

  
\_\_\_\_\_  
Brad Dahl

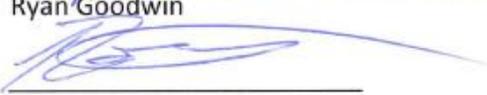
  
\_\_\_\_\_  
Trevor Fletcher

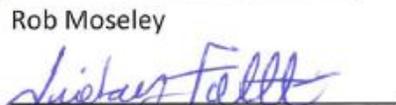
  
\_\_\_\_\_  
Tien Mueller

  
\_\_\_\_\_  
Glen Grohs

FOR MANAGEMENT

  
\_\_\_\_\_  
Ryan Goodwin

  
\_\_\_\_\_  
Rob Moseley

  
\_\_\_\_\_  
Lindsay Follett

  
\_\_\_\_\_  
Candice Wright

## LETTER OF UNDERSTANDING #8

### BETWEEN:

**Coca-Cola Refreshments Company Canada (Prince George, B.C.)**

### AND

**Brewery, Winery & Distillery Workers, Local 300**

### RE: **WIB and LTD**

It is mutually agreed by the parties hereto that the Company's current package of disability benefits shall be modified effective the date of ratification and that a coordinated Long Term Disability Plan shall be introduced, all as set out herein:

1. The Weekly Income Benefit ("W.I.B") coverage will be a maximum of **75%** of salary. The maximum benefit period is 26 weeks. The Company will pay 100% of the W.I.B. premiums.
2. The Long Term Disability Insurance Program ("L.T.D.") for all regular full-time employees includes the following features:
  - (a) The benefit will be based on 75% of regular straight-time earnings in effect at the time disability commences, up to a maximum monthly benefit of two thousand dollars (\$2,000.00).
  - (b) Benefits will be payable monthly, after a qualifying W.I.B. period of 26 weeks of continuous absence due to "disability", and will continue as long as "total disability" lasts, up to age 65 or until the employee's date of retirement, whichever comes first.
  - (c) "Disability" will mean an incapacity which prevents the employee from performing his/her regular duties during the qualifying W.I.B. period of 26 weeks and the following L.T.D. benefit period of 104 weeks. If still disabled after a combined benefit period of 130 weeks, disability is then considered total if it prevents the employee from performing any work for which he/she is reasonably qualified by education, training or experience.
  - (d) Benefits payable under the L.T.D. plan will be reduced by the amount of disability income benefit, if any, payable by the Canada/Quebec Pension Plan (primary benefit only) or by WSIB. The policy shall include such limitations and restrictions as are usually found in L.T.D. policies.
  - (e) Participation in the L.T.D. plan will be mandatory for all eligible employees on completion of the probationary period. Coverage is effective on the date the employee becomes eligible, provided he/she is at work on such date. If the employee is absent from work on the date of eligibility, L.T.D. coverage will not become effective until he/she returns to active employment.
  - (f) Pre-existing conditions are not covered unless the employee, after becoming

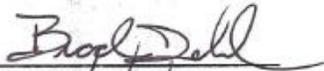
insured, has been actively working for 3 consecutive months with no absence related to the pre-existing condition.

(g) The Company shall pay 100% of the L.T.D. premium.

3. In the event that a totally disabled employee is on an approved Long Term Disability (LTD) claim, the Company will continue to provide the Life, Supplemental Medical and Dental Care Benefits referred to in Article XVI of the Collective Agreement. For purposes of clarification only, LTD benefits will continue after the one hundred and thirty (130) week period referred to in point 2(c) above when the employee has provided sufficient medical documentation to substantiate that he/she still has a bona-fide claim for disability and that the insurance carrier has approved such claim.

DATED AT Prince George, British Columbia, this 29<sup>th</sup> day of November, 2017.

FOR THE UNION

  
\_\_\_\_\_  
Brad Dahl

  
\_\_\_\_\_  
Trevor Fletcher

  
\_\_\_\_\_  
Tien Mueller

  
\_\_\_\_\_  
Glen Grohs

FOR MANAGEMENT

  
\_\_\_\_\_  
Ryan Goodwin

  
\_\_\_\_\_  
Rob Moseley

  
\_\_\_\_\_  
Lindsay Follett

  
\_\_\_\_\_  
Candice Wright