

This Agreement entered into this 31st day of March, 2021

BETWEEN:

COCA-COLA CANADA BOTTLING LIMITED
3851-23 STREET N.E. CALGARY ALBERTA
(Hereinafter referred to as the Company)

AND its FACILITIES IN THE City of Calgary

MISCELLANEOUS EMPLOYEES TEAMSTERS LOCAL UNION
NO. 987 of ALBERTA
5663 BURLEIGH CRESCENT S.E. CALGARY ALBERTA
(Hereinafter referred to as the Union)

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ARTICLE 1 – PURPOSE AND INTENT

- 1.01 It is the intent and purpose of this Agreement that the Company and the Union co-operate to obtain an efficient and unrestricted production and distribution of products, to provide efficient, cost effective and high quality customer service, to maintain a harmonious relationship between the Company and its employees, and to provide a method of settling, in an amicable manner, any difference or grievance that may from time to time arise, and to set forth rates of pay, hours of work and other conditions of employment to be observed between the parties.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 It is recognized that the management of the Company, the control of its plants, operations, property, tools, equipment, and resources, the maintenance of order on its premises, the establishment of policies and standards, the direction and conduct of its workforce and its business is solely the responsibility of management.
- 2.02 All the rights, functions, and prerogatives of management, including but not limited to terms and conditions of employment of its employees, which are not modified by this Agreement are reserved and retained exclusively by the Company. In no event shall any rights, function or prerogative of management ever be deemed to have been modified, diminished or impaired, except by explicit provision of this Agreement.
- 2.03 Managers and supervisors will not normally perform work customarily performed by employees of the bargaining unit, except:
- a. as a result of urgent or emergency conditions;
 - b. for the purposes of demonstration or training;
 - c. when a regular employee is not available (e.g. due to being late for work or absent from work) and a suitable replacement is not available; or
 - d. giving job assistance but this assistance only shall be given when the bargaining unit employee is present.

ARTICLE 3 – BARGAINING AGENCY AND DEFINITION

- 3.01 The Company recognizes the Union as the exclusive bargaining agent on behalf of all employees covered under the certification issued by the Alberta Labour Relations Board namely: all employees in Calgary except office, clerical, sales personnel and merchandisers.
- 3.02 In the event that the Company introduces any new classifications the Company and the Union shall meet and immediately negotiate wage rates for the classification. In the event the parties cannot reach agreement the matter shall be referred to mediation/arbitration for settlement.
- 3.03 This Agreement will be ratified by Union member employees, whose decision will be final, and neither Union members employed by other companies, nor non-Union employees employed by the Company, shall have any voice in ratifying this Agreement, or amendments thereto that may be made in the future.

- 3.04 All employees covered by this Agreement shall, as a condition of employment, apply for and maintain their membership in the Union. Every new employee shall after commencement of their employment apply for and maintain membership in the Union as a condition of employment.
- 3.05 The application for Union membership and authorization for the deduction of Union dues and initiation fees shall be on a form supplied by the Union. The Company agrees to provide a Union application card to be signed by the employee upon their hire and return such card to the Union office.
- 3.06 The Company agrees to deduct from each employee and pay to the Secretary Treasurer of the Union on or before the 15th day of each month, from the wages due to each employee the Union dues and initiation fees of such employees.

ARTICLE 4 – DISCRIMINATION

- 4.01 There shall be no discrimination by the Company or the Union against any employee on grounds prohibited by Human Rights Citizenship and Multiculturalism Act of Alberta which includes race, color, ancestry, place of origin, religious beliefs, gender, age, physical disability, mental disability, marital status, family status, source of income and sexual orientation. All employees shall adhere to Company Policy regarding Anti-Harassment and Discrimination Policy.

ARTICLE 5 – STRIKES AND LOCKOUTS

- 5.01 During the term of this Agreement, the Union will not cause, or permit its members to cause, take part in, a strike or any other kind of interference or any other stoppage, total or partial of any of the Company's operations nor will the Company cause, engage in or permit a lockout.
- 5.02 No employee shall be disciplined in any manner for refusing to cross a legal picket line caused by a dispute providing the employee provides the Company with advance notice of their unwillingness to cross the picket line or where there is a legitimate health and/or safety concern related to the driver or equipment under their control.

ARTICLE 6 – SHOP STEWARDS

- 6.01 The Company acknowledges the right of the Union to appoint or elect Shop Stewards who shall be an employee of the Company and a member of the bargaining unit. The Union will ensure that there is at least one (1) shop steward per shift in each of production and warehouse departments. There shall be four (4) stewards assigned to the warehouse department, four (4) to production, two (2) to distribution, one (1) to maintenance, one (1) to quality and one (1) to equipment service. There shall be one (1) alternate steward for the purpose of replacing stewards who are away from work due to vacation, illness or injury. In no case shall there be more than a total of fourteen (14) stewards.

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

- 6.02 The Union shall advise the Company of the names of the Stewards at the time they are appointed. The Company will not recognize any employee as a steward until it has received notification from the Union.

- 6.03 Union Stewards and officials who are employees and every employee shall be allowed time off which is necessary to attend meetings with management at which their presence is required under Article 7. This provision shall also apply to every employee who is a necessary witness. The allowing of such time off shall, however, be subject to the employee obtaining permission to leave their work from their immediate supervisor; such permission shall not be unreasonably withheld. All such time off during an employee's regular working hours shall be without loss of pay. If Management requires Union Stewards to attend meetings on their days of rest, they shall be paid at their regular hourly rate of pay for all time spent attending the meeting. Time off for Union witnesses to attend arbitration as a Union witness shall not be unreasonably withheld but shall be without pay.
- 6.04 The Union shall have the right to use a bulletin board, the type to be approved by the Company, for the posting of Union notices. All notices shall be approved by the Company before posting. All such notices shall be signed by one of the following persons: Officer of the Local or Shop Steward.
- 6.05 Subject to operational requirements, and within thirty (30) days written notice of a request for leave, the Company will allow, unpaid, time off work to any person serving as a Union delegate to any conference or function. A maximum of two (2) employees may be absent at any one time and for a maximum duration of four (4) days in a calendar year. For the International Brotherhood of Teamsters convention, which is every five years, a maximum of two (2) employees may be absent for up to (7) days in the calendar year.
- 6.06 The Company agrees that no employee shall be disciplined or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provision of this agreement.
- 6.07 With advance approval from the Company, the authorized business agent or representative for the union shall be permitted to meet with employees during their breaks at a mutually agreeable location on the Company premises. Such meetings will not interfere with the duties of any employee or cause any form of disruption on Company premises.

ARTICLE 7 – GRIEVANCE PROCEDURE

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

An employee who has a grievance will ordinarily discuss the matter with their immediate supervisor and if the matter is not resolved in that discussion, the employee may refer the question to their Steward for consideration.

The Department Shop Steward (or the identified Alternate Steward as identified in Article 6.01) will be present whenever an employee receives a formal verbal warning (i.e. not just coaching), a written reprimand, suspension or discharge. In the event the Union has not identified a Department or Alternate Steward, another Steward at the facility will be present.

7.02 **Step 1**

If a grievance is referred by an employee to the Steward and if the Steward considers that there may be a reasonable basis for the grievance, the employee and the Steward may refer the matter to the Department Supervisor, within fourteen (14) calendar days of the event giving rise to the grievance. Any grievance that is not presented within fourteen (14) days following the event or the date the employee ought to have known of the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

A meeting to attempt to resolve the issue will be held within seven (7) calendar days after its presentation at Step 1. The Company will provide a response within seven (7) days following the meeting.

7.03 **Step 2**

If the grievance remains unsettled after the Step 1 meeting, it may, within seven (7) calendar days, be referred to Step 2, with sufficient written description to clearly define and explain the issue(s) in dispute, to the Department Manager or their designate. A meeting to attempt to resolve the grievance will be held within seven (7) calendar days after its presentation at Step 2.

7.04 **Step 3**

If the grievance remains unsettled after the Step 2 meeting, it may, within seven (7) calendar days be referred to Step 3, in writing using the Union grievance form and presented by the Union Business Agent, a shop steward, together with the grievor to the Plant Manager, Distribution Centre Manager and local Human Resources Business Partner who shall have the discretion to resolve the matter. An agenda outlining the grievances to be reviewed will be provided by the Union in advance of the meeting; this is to allow the Company to schedule the efficient and effective sequencing of the grievances to allow for the steward who filed the grievance to be present. Stewards are to only be present for the grievances they presented. If the Union is not satisfied with the Company's response at Step 3 or the Company does not respond within fourteen (14) calendar days the Union may then refer the matter to arbitration. Any matter that is not referred to arbitration within sixty (60) calendar days of the Company's response to Step 3 shall be considered withdrawn by the aggrieved party.

7.05 **Arbitration**

By mutual agreement the Company and the Union may agree to have the matter heard by a single Arbitrator.

If a single Arbitrator is not agreed to, the matter shall be referred to a board of Arbitration that shall consist of a member appointed by the Union, and a Member appointed by the Company. The third member who shall sit as the chairperson of the Arbitration board shall be selected by the two members already selected. If agreement cannot be reached within fourteen (14) days, in respect to the chairperson, the matter shall be referred to the Minister of Labour for the Province of Alberta who shall appoint a Chairperson. No person involved directly in the matter under consideration shall be a member of the Board of Arbitration. The findings and decisions of the Board of arbitration shall be binding and enforceable on all parties. The expense of the Chairperson shall be borne equally to the parties of the Arbitration.

A single arbitrator or the Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.

7.06 **Mediation**

If both parties are in agreement prior to any matter being presented to arbitration, the matter may be heard through Mediation as an attempt to resolve the matter. The cost of mediation shall be divided equally between the parties.

7.07 Discipline

Records of discipline shall remain on the employee's file until the employee has had no discipline for a period of fifteen (15) months of active service.

ARTICLE 8 – SENIORITY

8.01 Seniority applies to full-time employees only and shall mean the length of an employee's unbroken service with the Company from the date of hire as a full-time employee.

For all full-time employees hired after the date of ratification in 2012, seniority shall be determined by the employees' current full-time hire date with the Company in the Calgary facility Bargaining Unit.

8.02 A seniority list shall be maintained by the Company showing the name and seniority date of each employee who has acquired seniority under this Agreement. Such list will be posted every six months on the appropriate Bulletin Boards where all employees have access to it, and a copy shall be forwarded to the Union office.

8.03 When an employee transfers or is redeployed to a new department, seniority will not apply for the purposes of shift selection for the first ninety (90) days.

8.04 For the purposes of lay-offs which are less than ninety (90) consecutive days in duration, Outside Employees and Inside Employees shall each be considered as separate seniority groups. In other words, no employee will have bumping rights into the other category for lay-offs that are shorter than ninety (90) days.

8.05 Seniority shall apply, in all cases of lay-off or recall to work provided the senior employee has the necessary qualifications, skill and ability to perform the required work.

8.06 Where there are either reductions in hours of work, or lay-offs for a period of less than fourteen (14) days, there shall be no displacement or bumping processes.

8.07 In the event of a reduction in hours of work, employees may choose their schedule based on seniority within their department. Such schedules may include hybrid arrangements where work is scheduled in two (2) separate departments. Such employees do not have seniority within the other department. Employees will not go back and forth between departments during the same scheduled period unless specifically scheduled in that manner.

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

- a) Voluntarily leaves the employ of the Company;
- b) Is discharged and such discharge is not reversed;
- c) Is absent without leave for a period greater than three (3) working days;
- d) After layoff fails to report for work five (5) working days after being recalled. The Company shall forward a registered letter to the last known address, copied to the Union via email. If the person fails to report for work, they shall forfeit all seniority rights;
- e) Is on layoff for a period in excess of twelve (12) months;

- f) Is absent from work due to sickness or accident and such absence continues for more than twenty-four (24) months. If there is medical evidence that the employee is likely to return to work within a reasonable and specified time, the period may be extended at the discretion of management; or
- g) Is transferred outside of the bargaining unit.

8.09 An employee who accepts a job (whether permanent or temporary) with the Company outside the Bargaining Unit may, within ninety (90) days of receiving such job, revert to their former position and in so doing may displace the successor employee. This opportunity for any employee to return to the Bargaining Unit from a non-bargaining unit position shall be limited to one (1) occasion only.

ARTICLE 9 – VACANCIES

9.01 When the Company determines that a full-time vacancy exists, it shall post the vacancy for seven (7) calendar days during which time all employees covered under this Agreement shall have the opportunity to apply for the vacancy.

9.02 Provided an applicant has the necessary skills, qualifications, and abilities to perform the job and a satisfactory performance record, the Company shall select based on seniority within fourteen (14) working days of the close of the posting period.

9.03 The selected applicant shall have a trial period of forty five (45) calendar days in the new position during which time the employee may decide to return to their former position or in the event that the employee does not satisfactorily perform in the position, the employee shall be returned to their former position. This trial period may be extended by the Company in the event the employee is unavailable for work in that position during that period (ex. Vacation/STD or the employee is temporarily reassigned to another position). For example, if during the trial period, an employee goes on vacation for seven (7) calendar days, the trial may be extended by seven (7) calendar days. In the event the selected applicant is returned to their former position the Company shall select the next most senior applicant who has the necessary skills, qualifications and abilities and satisfactory performance record from the original posting and grant him/her the position. Should the employee elect to return to their previous position, they may not apply for another posting for six (6) months.

9.04 Employees must have a minimum of six (6) months in their current position before applying for a new posting unless they are applying for a position with a higher hourly compensation level. However, in exceptional circumstances and with the permission of their current manager, employees who have not completed six (6) months of service may be considered for an internal position.

Employees who successfully post into the Blowmolding Technician and Syrup Maker positions must have a minimum of twelve (12) months following the completion of their training in these positions before applying for a new posting.

Employees who successfully post into a Cooler Service Field Installer/Technician position must have a minimum of two (2) years in this position (following the completion of their training as a Trainee) before applying for a new posting.

9.05 Temporary vacancies for a period of work of six (6) consecutive months or less are not required to be posted. If the Company decides to fill a temporary position for a period of six (6) months or more, the vacancy will be posted as soon as possible.

ARTICLE 10 – HOURS OF WORK

10.01 **Workweek**

The Company will operate a seven (7) day continuous operation. The payroll cycle will be Sunday (12:01 am) through Saturday on a bi-weekly basis. Schedules may vary by departments but shall be posted in one (1) to three (3) week cycles. Scheduled days of the week, hours per day and start times will be determined by the Company, based on operational and business needs. Shifts for full-time employees will normally be scheduled for eight (8), or ten (10) paid hours plus a half-hour unpaid break (i.e. 8.5, 10.5 hour shifts) or twelve (12) hours including a half-hour unpaid break (i.e. paid for 11.5 hours). The Company will give an employee a minimum of fourteen (14) days notice prior to transferring an employee from an eight (8) or ten (10) or twelve (12) hour shift to another shift schedule. Nothing within this Agreement shall be interpreted as a guarantee of hours in a work week or work day.

a) **Eight Hour Shifts**

- I. Generally, subject to operational requirements, full-time employees will be scheduled for forty (40) hours per week.
- II. Overtime will be paid at time and one-half (1.5X) per hour for hours worked in excess of eight (8) hours or forty (40) hours in a week.
- III. Full-time Employees on the payroll as of the date of ratification will be guaranteed two (2) consecutive days off per week. This includes Part-time employees that become full-time after ratification with an original date of hire that is prior to the date of ratification. The Company may require up to 20% of employees in the Distribution department to not have consecutive days off by seniority.

b) **Ten Hour Shifts**

- I. Generally, subject to operational requirements, full-time employees will be scheduled for forty (40) hours per week.
- II. Overtime will be paid at time and one-half (1.5X) per hour for hours worked in excess of ten (10) hours or forty (40) hours in a week.
- III. Full-time Employees on the payroll as of the date of ratification will be guaranteed two (2) consecutive days off per week. This includes Part-time employees that become full-time after ratification with an original date of hire that is prior to the date of ratification. The Company may require up to 20% of employees in the Distribution department to not have consecutive days off by seniority.

c) **Twelve Hour Shifts**

- I. Generally, full-time employees will be scheduled for one hundred and twenty (120) hours in a three (3) week schedule cycle;
- II. Overtime will be paid at time and one-half (1.5X) per hour for hours worked in excess of twelve (12) hours.
- III. Full-time Employees on the payroll as of the date of ratification will be guaranteed two (2) consecutive days off per week. This includes Part-time employees that become full-time after ratification with an original date of hire that is prior to the date of ratification. The Company may

require up to 20% of employees in the Distribution department to not have consecutive days off by seniority.

10.02 Overtime Work on Second Consecutive Day Off

Generally, all overtime is paid at time and one-half (1.5X) the regular hourly rate. In instances where an employee works on their second scheduled day-off, they shall be paid at the rate of double time (2X) for work on the second scheduled day off.

10.03 Clocking In and Punch Out

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

10.04 Pay for Shift

Should an employee report for work at their regular scheduled time without being notified of a change in their shift, the employee shall be paid for a minimum of four (4) hours whether or not they are required to work.

Where a payroll error over fifty (50) dollars occurs and the error is due to the fault of the Company, the error will be corrected by an off-cycle paycheque or via the employees next regular pay, whichever may be processed sooner.

10.05 Computation of Hours

Except as otherwise provided in this Agreement, only the hours actually worked, paid holiday(s) and paid vacation days are to be counted in computing "hours worked" for overtime pay.

10.06 Schedule Posting and Changes

The Company will post its work schedule no later than Thursday by 2pm the week prior to it coming into effect. The Company may make necessary schedule changes for any Department (and/or job function) due to changes in operation needs upon twenty-four (24) hours notice. In urgent situations, where twenty-four (24) hours notice is not possible, part-time employees may be engaged to cover for additional work. Once the schedule has been posted, if it is revised and an employee's next scheduled shift has been changed, the employee will be contacted and informed of the change.

10.07 Workweek by Seniority

Employees shall be entitled to select their weekly posted schedule (in one (1) to three (3) week cycles) based on seniority and qualifications. In the event there are an insufficient number of volunteers for a particular workweek, the Company may schedule an appropriate number of employees, in reverse seniority order with the qualifications to achieve its needs.

10.08 Assignment of Extra Shifts

When the Company determines that assignment of extra shifts (shifts not previously scheduled) (including overtime) are needed, in the event of a sick leave etc., the extra shifts in a Department shall first be offered to the most senior employee who has not been scheduled for forty (40) hours of work that week and has the

necessary qualifications to perform the work. Part-time employees with the necessary qualifications to perform the work in the Department who, at the time of assignment, have been previously scheduled or have worked thirty-two (32) hours or less of work that week and are available for the work may be assigned next. The remaining shifts will be offered to the most senior employee who has the necessary qualifications to perform the work in the Department on a voluntary basis. The Company shall post an overtime availability sheet at the start of each week for employees to volunteer for overtime for the week following. If an employee has signed the overtime availability sheet and refuses to work three overtime shifts offered to them in a four week period, they will be not be offered overtime shifts for the next four weeks. In the event there are an insufficient number of qualified employees who volunteer for such extra shifts in a Department, the work shall be filled by assigning the necessary number of additional employees in reverse seniority order with the qualifications in the Department. Extended hours on a regular scheduled shift will not require the use of the foregoing procedure.

10.09 Rest Periods/Lunch Periods

Employees will be allowed two (2) paid rest periods, of fifteen (15) minutes each, during each normal working day. These rest periods may be arranged as near the midpoint of each half day of work as possible. In addition, employees will be provided with a one (1) half (1/2) hour unpaid meal period to be taken at a time so that the employee is not required to work more than five (5) consecutive hours without this break. The Company may require employees to waive their one (1) half (1/2) hour unpaid meal period and leave one (1) half (1/2) hour early due to the specific operational nature of their departments.

Scheduled Regular / Over-time Shifts Rest Period Allowance

8 hrs	2 paid 15 min breaks, plus 1/2 hr unpaid break
10 hrs	2 paid 15 min breaks, plus 1/2 hr unpaid break
12 hrs	3 paid 15 min breaks, including 1/2 hr unpaid break
Per each 2+ hrs over-time	1 paid 15 min break

10.10 Maximum Daily Hours

Subject to legislative maximums, except for in emergencies, no employee covered by the terms of this agreement shall be required to work for a period of time that exceeds twelve (12) hours in a given day. Twelve hours is to be calculated from the time an employee starts work and includes all break periods whether paid or not. This maximum is extended to twelve and one-half (12.5) hours for employees regularly scheduled to work twelve (12) hour shifts.

10.11 Lead Hand Premium

A premium of \$1.30 per hour shall apply to any employee designated by the Company as a lead hand in addition to their regular hourly rate. Lead hands are bargaining unit employees whose purpose is to direct the workforce while performing their own regular duties. Lead hand positions shall be posted and the most senior, qualified applicant shall be given the position. Lead hands shall not have the right to hire, fire, discipline or alter the rate of pay of any employee.

If a situation arises where the actions/comments of a Lead Hand are contrary to the Collective Agreement, then a meeting to resolve such matter(s) shall be convened as soon as possible between a designate from the Union and the Lead Hands Department Manager.

10.12 Overnight Meal Allowance

An overnight meal allowance of up to \$75.00 will be paid to anyone who travels overnight outside of Calgary with proof of receipt.

10.13 Tool Allowance

Worn out or broken tools, tool boxes and tool pouches shall be replaced by the Company with no cost to the employee. Such replacements shall be of no less quality and make as the original.

10.14 On-Call

An employee who is required to be on call, that is people who are required to be available by the phone to be contacted, and required to come into work, shall receive seventy-five dollars (\$75.00) per seven (7) day week or one hundred (\$100.00) for a week that includes a Holiday weekend in addition to their regular rate which shall not be used in overtime calculations.

10.15 Injured on Shift

An employee who is injured at work and unable to complete their shift shall receive pay for the remainder of the shift.

10.16 Night Shift Premium

A premium of \$1.00 for all hours worked between the hours of 5:00 pm and 8:00 a.m. shall be paid, except that this premium is not payable for any time worked where an employee is being paid overtime (ie no pyramiding).

10.17 Weekend Premiums

A premium of \$1.90 for all hours worked on Saturday and \$2.30 for all hours worked on Sunday, except that this premium is not payable for any time worked where an employee is being paid overtime (ie no pyramiding).

10.18 Call Back

Any employee called back to work after their shift has been completed for up to 2.5 hours will be paid a minimum of four (4) hours at straight time. Any hours in excess of 2.5 hours will be paid at an overtime rate time and one half (1.5X). The calling back of employees should only be done once the overtime procedures have been exhausted.

10.19 Overtime Banking

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

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

Overtime which is banked shall be credited in terms of complete hours (overtime less than one (1) hour per week will always be paid on current pay cheque and not banked). When taken as time off, banked overtime

shall be paid out on the regular weekly pay cheque at the same hourly rate as banked. When an employee leaves the Company, all banked hours shall be paid out in total.

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

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

10.20 Management may as deemed necessary by operational requirements, temporarily reassign an employee from their regular work or job classification and place him on other work or job classification. Should the employee be upgraded to a higher paying classification for more than one (1) consecutive hour on a shift they shall be paid the higher rate of pay for the balance of their shift.

ARTICLE 11 – STATUTORY HOLIDAYS

11.01 The following paid holidays shall be observed by the Company:

New Years Day
Family Day
Good Friday
Victoria Day
Canada Day
Heritage Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
(2) Floater Days

11.02 Requests for use of a floater day must be made a minimum of seven (7) days in advance, and are subject to management approval based on operational requirements.

11.03 The Company may substitute a day designated as one of the holidays above upon giving a minimum of thirty (30) days notice. However should any of the holidays fall on a Saturday or a Sunday, the Monday or the first scheduled day back (ex. for a Monday holiday, employees scheduled on Tuesday to Friday the Tuesday will be the observed holiday) which is closest to the day will normally be designated as the holiday, unless customer requirements dictate otherwise.

11.04 Any full-time employee who is required to perform work on a paid Holiday shall receive two (2X) their basic rate of pay for all hours worked in addition to their regular entitled holiday pay.

- 11.05 Each regular full-time employee who has worked thirty (30) days within the previous twelve (12) months shall receive holiday pay for each such holiday, provided that they are at work on their last regular workday before the holiday, and is at work on their first regular workday after the holiday.
- 11.06 An employee's holiday pay for each such holiday, shall be an amount equal to their regular hourly rate, multiplied by their regular scheduled hours during the week of the holiday at eight (8), ten (10) or twelve (12) hours.
- 11.07 Temporary, seasonal, or part-time employees, who are eligible, will be paid holiday pay in accordance with the Employment Standards Code;
- 11.08 Any employee who requests and is granted a religious holiday other than those listed above shall be permitted to use a day's vacation, a floater day or an arranged day off without pay. Requests for such leave must be provided to the Company in writing no less than ten (10) working days prior to the leave taking place.

ARTICLE 12 – VACATION

- 12.01 The vacation year shall be the calendar year. Vacation entitlements will be taken in the calendar year following that in which they were accrued.
- 12.02 Vacation will be determined (pro-rated) by the length of continuous service with the Company, and will be determined as follows:

Company Service	Length of Vacation	% of Earnings Pay
1 but less than 3 years	80 hours	4%
3 but less than 10 years	120 hours	6%
10 but less than 20 years	160 hours	8%
20 but less than 30 years	200 hours	10%
After 30 years service	240 hours	12%

- 12.03 For each week of vacation taken employees will be paid an amount equal to their scheduled shift for that week, subject to their accrued entitlement.
- 12.04 Annually, prior to March 1st, each employee will be paid a vacation pay adjustment which will be equal to their percentage of total earnings for the previous calendar year less any vacation pay that has been paid.
- 12.05 A week shall mean a period of seven (7) consecutive days, including Saturdays, Sundays, and holidays falling within the period of vacation commencing 0001 hours on Sunday, unless as may be otherwise agreed to between the employee and their supervisor.
- 12.06 In the event that any of the recognized statutory holidays fall within an employee's annual vacation period, such employee shall receive an extra day holiday or pay in lieu of such day at a time mutually agreed upon.

Wherever possible, vacations will be granted at a time convenient to the employee, subject to operational requirements. However, the scheduling of all vacations, including those for employees returning from approved absences is subject to the approval of the employee's supervisor. Should several employees in

the same department request vacations at conflicting times, employees with the most seniority will be given preference, wherever possible.

Annual vacation eligibility will be posted on a calendar basis from January to December. Employees on each schedule shall choose their vacation dates in order of seniority based on Department guidelines to be posted each year by January 15th. Senior employees shall post their vacation dates first and the next senior employee will follow the same procedure until all employees have made their selection. All vacation requests must be finalized by March 1st. The vacation schedule will be finalized and a list of vacations posted on the bulletin board in the appropriate work areas not later than March 31st. Employees who have not agreed to vacation time by March 31st may have their vacation time assigned to them by the Company. Once an employee's vacation time has been agreed upon, it shall not be changed except by mutual consent.

Generally, employees shall not be permitted to carry over their unused vacation entitlement from one year to the next. Unused vacation will be paid as part of the adjustment paid on or prior to March 1st annually.

- 12.07 Subject to operational requirements, employees who are entitled to three (3) weeks of vacation may take up to two (2) weeks vacation during Prime Time. Subject to operational requirements, employees who are entitled to four (4) weeks or more of vacation may take up to three (3) weeks of vacation during Prime Time. Subject to operational requirements, employees (excluding employees in the Equipment Service Department) are entitled to six (6) weeks of vacation may take up to four (4) weeks' vacation during Prime Time.

Prime Time is defined as the third Sunday in May to the third Saturday in September (the fourth Sunday in May and the second Saturday in September for the Equipment Service Department), and the third Sunday in December to the first Saturday in January.

The number of vacation hours available in Prime Time will be posted each year by January 15th.

- 12.08 An employee shall not be eligible for any overtime work during any week of their vacation period. Employees will not be contacted for overtime work until such time as they have returned to their first scheduled day of work after their vacation.
- 12.09 Part-time employees are entitled to unpaid vacation time off. Vacation pay shall be paid 4% of their earnings on a bi-weekly basis in accordance with Alberta Employment Standards Code.
- 12.10 Up until December 31, 2010, eligible employees who have completed twenty-five (25) years of service shall receive an additional two (2) weeks vacation in the calendar year of their 25th anniversary of consecutive years of service. Each fifth (5th) year thereafter, such an employee shall receive two (2) extra weeks vacation in addition to their normal vacation entitlement in that anniversary year.

Current employees who, as of December 31st 2010, have already received a bonus vacation related to twenty-five (25) years of service with the Company shall continue to receive the bonus vacation awarded at five (5) year increments thereafter.

Employees who have not received any benefit under this provision as of December 31, 2010 shall not be eligible for any such benefit in the future.

ARTICLE 13 – WORK CLOTHING

13.01 Employees must be dressed in acceptable, Company approved attire at all times. Employees who arrive to work in unapproved or dirty, ripped, torn or frayed clothing will be subject to the disciplinary process and sent home to change and return to work on their own time. The Company will supply \$400 annually to each outside and warehouse full-time employee toward the purchase of Company uniforms. Each employee is required to purchase two (2) pants/shorts and five (5) shirts. Once these mandatory items are purchased, the employee may choose other items from the approved Company order form. It is expected that eligible employees will utilize the total amount granted to them. Unused allocations will not be paid out in cash or carried forward to the following year.

There will be two work clothing orders made per year for the applicable departments. The first selection will coincide with vacation requests and the second selection will be made by employees by September 30th.

Due to Food and Drug Policies only Production, Quality Assurance, Syrup Makers, and Maintenance will have their uniforms provided separately, laundered and paid for by the Company.

The Company will supply each outside employee with a 3 in 1 jacket (winter coat, shell, & vest) every twenty-four (24) months. The Company will supply each inside employee with a Bomber Jacket every twenty-four (24) months.

13.02 New full-time employees will be issued a full year's entitlement of work clothing per 13.01 as soon as practical. If a new full-time employee does not complete one (1) year of service, they will be charged back a prorated amount for such issue which will be deducted from their final pay. Part-time or temporary employees will be provided with five (5) t-shirts and are required to wear other appropriate attire.

13.03 Where the Company requires head or beard nets to be worn, they will be supplied to the employee.

13.04 Protective eyewear must be worn in all designated areas including the tank-washer, pallet repair area, paint shop, CO₂ filling area or if the potential for an eye injury exists. The Company will provide one (1) pair of safety glasses to each employee who is required to wear safety glasses (Standard Multifactor Safety Glasses with Clearvue Side Shields).

13.05 Safety footwear must meet Company guidelines and must be worn by all persons (employees and visitors) in the designated areas including the production lines, syrup room, water treatment room, boiler room, maintenance, service areas, warehouse, loading/unloading areas and yard.

Full-time employees may purchase this footwear from suppliers approved by the Company (approved supplier(s) will be communicated to the Union) and the Company shall reimburse the employee up to an annual maximum of \$180.00. Probationary employees are required to purchase their own approved safety footwear. The Company will reimburse such employees up to a maximum of \$180.00 after their appointment as a full-time employee. The \$180.00 amount can be carried over for a two (2) year period. If the employee demonstrates a requirement due to wear and tear, subject to management discretion, the employee may be reimbursed \$180.00 for extra safety footwear. Part-time (and temporary) employees must provide at their own expense approved footwear prior to commencing work with the Company.

ARTICLE 14 – SICK PAY

- 14.01 The sick leave year shall be the calendar year. Sick leave credits will be granted in January of the year following that in which they were accrued. The sick leave credit of an employee who has not reached the end of their first calendar year and who has received sick leave credits shall be computed on the basis of a four (4) hours credited for each completed month of continuous employment up to a maximum of forty-eight (48) hours.
- 14.02 Full-time employees will be entitled to forty-eight (48) hours of absence due to a bona-fide illness per calendar year. Employees shall be paid their regular scheduled hours for sick leave up to the annual maximum. In the event that an employee commences work and becomes ill, the employee may choose to be paid for hours actually worked or a half-day (1/2) of sick leave plus hours worked.
- 14.03 No payment shall be made under this clause for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan, WCB, Employment Insurance, Government Pension Plan etc.).
- 14.04 Subject to management's discretion, sick leave days may be used for personal days providing an employee gives at least one (1) week notice of their request.
- 14.05 An employee who works the complete calendar year shall receive a payout of 100% of the balance of their accrued sick leave by March 1st of the following year, provided that employee has not received a written warning regarding their attendance in that calendar year.
- 14.06 An employee who achieves perfect attendance (i.e. takes no sick or personal leave days) by working the complete calendar year shall receive a payout of 125% of their accrued sick time. Such payment will also be made by March 1st. Perfect attendance excludes days lost due to Workers Compensation and any other approved leaves for bereavement, jury duty or other approved time off (e.g. vacation or statutory holiday pay).
- 14.07 An employee absent due to any combination of STD/LTD or workers compensation in excess of thirty (30) days shall have their sick leave pro-rated for the purposes of any payout.

ARTICLE 15 – HEALTH AND SAFETY

- 15.01 The Company will make all reasonable provisions for the health and safety of the employees during working hours and will furnish adequate facilities and equipment for that purpose. The Company and the Union mutually agree that employees should be encouraged to co-operate in the maintenance of healthy and safe working conditions, in the proper use of protective clothing and equipment, and in the observance of all safety rules.
- 15.02 To further the above-mentioned objectives, it is mutually agreed that a Joint Health and Safety Committee shall be maintained. The members of such Committee shall receive training appropriate for their responsibilities.

ARTICLE 16 – BENEFITS

- 16.01 Subject to eligibility requirements, employees in the bargaining unit are entitled to participate in the benefits plan(s) maintained by the Company for hourly employees at its Calgary operations. 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 its right to amend, modify or alter these plan(s) in the future at its discretion. The benefit plans will not be the subject matter of arbitration.

16.02 Bereavement Leave

In the event of the death of a member of a full-time employee's immediate family, the Company will grant a bereavement leave of three (3) days, with pay, if the employee is scheduled to work. Immediate family is defined as spouse, parents, child, brother, sister, grandparents, grandparents-in-law, mother-in-law, or father-in-law of an employee. These provisions shall be interpreted to include common-law spouses. In the event of the death of an employee's brother-in-law, sister-in-law, daughter-in-law, or son-in-law, that employee will be allowed one (1) day off, with pay.

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.

16.03 Jury Duty

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

ARTICLE 17 – PART-TIME EMPLOYEES

17.01 It is agreed that the Company may from time to time employ part-time employees as operational requirements necessitate.

17.02 Part-time employees will normally be scheduled. Part-time shall not be scheduled to the extent that their work results in the displacement of full-time employees or prevents the hiring or recall of full time employees.

Hours worked by Part Time employees in order to backfill for Full Time employees who are away from work for any reason (eg vacation, injury, illness, approved leave, etc...) will not be considered work that results in the displacement of full-time employees or prevents the hiring or recall of full-time employees. Such hours will not be included in the calculation described below.

In the Warehouse, Distribution and Production departments, twice per year the Company will evaluate the remaining hours worked by Part Time employees. The periods reviewed will be for time worked from January 15th to April 30th and from September 15th to November 30th. Should the calculation of total hours worked (excluding the hours described in the previous paragraph) by Part-time employees exceed twenty percent (20%) of total hours worked in each of those Departments, it will promote Part Time employees to Full Time status to maintain the percentage at twenty (20) or less.

17.03 Each part-time employee shall as a condition of employment apply for and maintain their membership in the Union and pay each month Union dues.

- 17.04 A part-time employee shall not be guaranteed a minimum or maximum number of hours of work per week regardless of whether they are backfilling, being used for peak or seasonal periods, or are only available for restricted hours.
- 17.05 When a part-time employee completes 1600 hours worked, and the Company declares a full-time vacancy pursuant to Article 9, for which the employee has the necessary skill, ability and qualifications and are without a suspension on their file, they will be moved into the full-time vacant position if the position is not filled by an existing full-time employee. In the event two or more such employees have 1600 hours worked, the employee with most hours will be granted the position.
- 17.06 Upon completion of the probationary period, Part Time employees shall be provided with 'Part Time Seniority' based on the date that the employee passes probation. 'Part Time Seniority' only applies within the employee's Department (Production, Warehouse, Distribution, and Equipment Service) and solely provides Part Time employees with shift scheduling preference based on their availability, seniority, skills, abilities and qualifications among Part Time employees within their Department.
- 17.07 Part Time employees must submit their work availability for shift (day, afternoon and/or midnights) and whether available for work during the week and/or on weekends on a quarterly basis.

In the event an employee would like to increase (more availability, not change) their availability, this can occur only once a quarter, with no less than two (2) weeks notice.

- 17.08 The following articles do not apply to part-time or temporary employees: Articles 8, 10.07, 14, 16, and 19.

ARTICLE 18 – PROBATIONARY EMPLOYEES

- 18.01 Probationary Employees - New employees and those hired after a break in continuity of service shall be probationary employees for the first 640 hours of actual work within a period of six (6) consecutive months and the continued employment of such employee during this period shall be at the exclusive discretion of the Company. Probationary employees laid off and/or terminated by the Employer shall have no recourse under this Agreement.

ARTICLE 19 – SEVERANCE PAY

- 19.01 Any full time employee who is permanently laid off due a technological change, contracting out, department or plant closure in the Company's operation shall be entitled to severance pay and shall receive two (2) week's severance for each full year of service completed to a maximum of seventy-two (72) weeks.
- 19.02 Severance pay shall be inclusive of any notice or pay in lieu, which may be due to the employee under the Employment Standards Code of Alberta or any other applicable law.
- 19.03 An employee who is displaced from their job as a result of technological change, contracting out or department closure may exercise their right to severance in which event the employee will cease to be an employee and the employee's name shall be removed from the seniority list or will be permitted to exercise their seniority rights under the Collective Agreement to bump into another job provided they have the necessary skills, qualifications and abilities to perform the job. Employees electing to go onto the layoff list forfeit their entitlement to severance pay.

19.04 The Company agrees that if the contracting out of any work normally performed by employees in the bargaining unit would result in the layoff of any full-time employee, the Company will meet with the Union at least ten (10) days to discuss ways and means of reducing the impact of such change on the employee(s) to be affected. At the meeting, the Company will provide the Union the reason for the change and the anticipated number of employees affected.

19.05 When there is a change to a delivery model for a particular customer, such as direct delivery to a customer warehouse or direct delivery to a third party warehouse, the Company will provide the Union with ten (10) days advance notice in writing prior to implementation or as soon as possible in the event the Company is not aware of this change ten (10) days in advance or prior if practical.

19.06 Process if Technological Change

a) If, during the life of this Agreement, the Company decides to introduce a technological change, which would have the effect of abolishing any existing classifications or jobs or creating new classifications or jobs, or which would directly result in the layoff of any employee, the Company agrees that it will meet with the Union within sixty (60) days prior to discuss the matter and attempt to resolve the problems created by such technological change, as well as to attempt to lessen the impact of technological change on the employees affected.

b) Pertinent Information Included

In the discussions referred to in Article 19.06 a) above, the following subject matters may be addressed:

- i. The nature of the change;
- ii. The date on which the Company proposes to effect the change;
- iii. The approximate number, type and location of employees who shall be affected by the change;
- iv. The effects the change shall have on the employees' working conditions and terms of employment.

c) Should an employee be terminated or permanently laid off as a result of a technological change as referred to in this agreement, such employee shall receive severance pay as per Article 19.02.

ARTICLE 20 – DURATION

20.01 This collective agreement will be effective as of ratification date. The agreement will expire on October 1, 2026.

20.02 Either party to the collective agreement may, not less than sixty (60) and not more than one hundred and twenty (120) days preceding expiry of the term of the collective agreement, by notice in writing require the other party to the collective agreement to commence collective bargaining.

Appendix A: Wage Schedule

The minimum wages payable to all employees in their respective classification shall be set forth in the table below. Nothing shall prevent the Company from exceeding such minimums.

31-Mar-21		02-Oct-21		02-Oct-22		02-Oct-23		02-Oct-24		02-Oct-25	
Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time	Full Time

Production:

1) Production Technician	\$23.97	\$31.14	\$24.21	\$31.45	\$24.57	\$31.92	\$25.06	\$32.56	\$25.57	\$33.21	\$26.20	\$34.04
2) Production Worker	\$21.00	\$30.02	\$21.21	\$30.32	\$21.53	\$30.78	\$21.96	\$31.39	\$22.40	\$32.02	\$22.96	\$32.82
3) Recycler	\$23.97	\$31.14	\$24.21	\$31.45	\$24.57	\$31.92	\$25.06	\$32.56	\$25.57	\$33.21	\$26.20	\$34.04
4) Part-Time Production Worker hired after November 14, 2016	\$19.93		\$20.13		\$20.43		\$20.84		\$21.26		\$21.79	

Warehouse:

1) Shipper Receiver	\$23.97	\$31.14	\$24.21	\$31.45	\$24.57	\$31.92	\$25.06	\$32.56	\$25.57	\$33.21	\$26.20	\$34.04
2) Warehouse Worker	\$21.00	\$30.02	\$21.21	\$30.32	\$21.53	\$30.78	\$21.96	\$31.39	\$22.40	\$32.02	\$22.96	\$32.82
3) Part-Time Warehouse Worker hired after November 14, 2016	\$19.93		\$20.13		\$20.43		\$20.84		\$21.26		\$21.79	

Quality Assurance:

1) Quality Assurance	\$23.97	\$31.14	\$24.21	\$31.45	\$24.57	\$31.92	\$25.06	\$32.56	\$25.57	\$33.21	\$26.20	\$34.04
2) Syrup Maker	\$23.97	\$31.14	\$24.21	\$31.45	\$24.57	\$31.92	\$25.06	\$32.56	\$25.57	\$33.21	\$26.20	\$34.04
3) Sanitizer	\$23.97	\$31.14	\$24.21	\$31.45	\$24.57	\$31.92	\$25.06	\$32.56	\$25.57	\$33.21	\$26.20	\$34.04

Maintenance:

1) Journeyperson Electrician/ Millright/Mechanic	\$35.34	\$37.87	\$35.69	\$40.25	\$36.23	\$41.35	\$36.95	\$42.18	\$37.69	\$43.02	\$38.63	\$44.10
2) Building Maintenance	\$35.34	\$37.87	\$35.69	\$40.25	\$36.23	\$41.35	\$36.95	\$42.18	\$37.69	\$43.02	\$38.63	\$44.10
3) PLC Technician	\$35.34	\$37.87	\$38.19	\$40.75	\$39.26	\$41.86	\$40.05	\$42.70	\$40.85	\$43.55	\$41.87	\$44.64

Equipment Service:

1) Cooler Service Field Installer/Tech	\$26.03	\$33.35	\$26.29	\$33.68	\$26.68	\$34.19	\$27.22	\$34.87	\$27.76	\$35.57	\$28.46	\$36.46
2) Cooler Service Mover/Technician	\$21.69	\$28.68	\$21.91	\$28.97	\$22.24	\$29.40	\$22.68	\$29.99	\$23.13	\$30.59	\$23.71	\$31.35
3) Cooler Service Field Installer/Tech Trainee	\$23.97	\$31.14	\$24.21	\$31.45	\$24.57	\$31.92	\$25.06	\$32.56	\$25.57	\$33.21	\$26.20	\$34.04

Distribution:

1) Distribution Driver	\$27.40	\$31.89	\$27.67	\$32.21	\$28.09	\$32.69	\$28.65	\$33.35	\$29.22	\$34.01	\$29.95	\$34.86
2) Class 5 Distribution Driver	\$22.34	\$23.93	\$22.56	\$24.17	\$22.90	\$24.53	\$23.36	\$25.02	\$23.83	\$25.52	\$24.42	\$26.16

Notes:

1) Lump sum of \$500 to be paid to all Full Time and Part Time employees who are active on the date of ratification.

2) The wage scale for any new Full-Time Production Worker or Full-Time Warehouse Worker shall be as follows:

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

3) When Distribution Drivers are temporarily assigned the work of a Class 5 Distribution Driver, they will be paid the Distribution Driver rate.

LETTER OF UNDERSTANDING NO. 1

Base + Commissions for Drivers

In the event the Company wishes to introduce a base plus commission structure for any distribution mode (sideload, minibulk, bulk, FSV, new other), the Company shall provide the Union thirty (30) days advance written notice. The Company and Union shall then enter into negotiations in order to finalize the base plus commission structure consistent with Article 3.02. The newly negotiated structure will be voted on by the drivers in the affected distribution mode. The pay structure will not be implemented unless 50% or more of the voters agree with the new structure.

LETTER OF UNDERSTANDING NO. 2

Vacation

The Company agrees that the following percentages of full-time employees shall be permitted to schedule their vacation at the same time for the following groups.

Work group	Minimum % permitted off
Shipper Receiver	10%
Warehouse Worker	10%
Drivers (subject to skill set and business needs)	10%
Cooler Service Field Installer/Tech	10%
Cooler Service Mover/Technician	10%
Production Technician	10%
Production Worker & Sanitizer	10%
Journey person Electrician	10%
Journey person Millwright	10%
Fleet	10%
Quality Assurance	10%
Syrup Maker	10%

For clarification purposes, after the appropriate percentage is applied, any partial headcount will be rounded up to the nearest whole person.

Equipment Service Department may block three (3) weeks of vacation during the year.

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

LETTER OF UNDERSTANDING NO. 3

Cooler Service Field Installer/Tech 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 Cooler Service Field Installer/Tech Trainee:

1. Candidates for a posted job vacancy as a Cooler Service Field Installer/Tech Trainee shall:

(a) Successfully complete the applicable aptitude test(s) prior to appointment;

And

(b) Hold a valid, appropriate driver's license.

2. The successful candidate for a posted vacancy in the position of Cooler Service Field Installer/Tech Trainee will undertake a Company supplied training program.

3. Failure to maintain a satisfactory degree of progress or failure to successfully complete the training program shall lead to the demotion of a Cooler Service Field Installer/Tech Trainee. In such event, the employee shall revert to their former position and, in so doing, shall displace the employee who succeeded him in that position.

4. Cooler Service Field Installer/Tech Trainees who work two thousand (2,000) hours in the training program and successfully complete the training program will have their rate of pay increased and be re-classified as Cooler Service Field Installer/Tech.

LETTER OF UNDERSTANDING NO. 4

Cross Training within a Department

The Company recognizes that it is beneficial to have employees who are cross-trained. Cross training allows the opportunity for any employee who has the ability and requisite qualifications in becoming cross trained on other job duties within their department, to formally request such training.

Employees are able to indicate their interest in cross-training by completing a Cross Training Request Form and submitting it to their Supervisor. Requests will be reviewed quarterly.

Based on the number of submitted Cross Training Request Forms, and the available training opportunities as established by the Company, the Company will approve the request and will coordinate the training at a time to be determined by the Company. The parties recognize that cross-training must not disrupt production requirements and efficiencies. Cross-training opportunities will be offered to senior employees in their department.

The Company reserves the right to determine criteria for the cross training process, including, but not limited to:

- (i) deferment of training opportunities due to existing business conditions;
- (ii) limitations to the number of positions an employee can be cross trained on in any given year (production department only);
- (iii) limitations to the number of cross training opportunities running at the same time;
- (iv) existing capabilities based on the training matrix; and,
- (v) ensuring the correct amount of staff is cross-trained per business requirements.

The Company and the Union agree to meet quarterly to discuss training opportunities and requirements.

LETTER OF UNDERSTANDING NO. 5

Establishing Part Time seniority for existing employees

During 2016 CBA negotiations the parties agreed to provide Departmental based seniority to Part Time employees for the sole purpose of scheduling. In order to establish the initial departmental seniority lists, existing Part Time employees on the date of ratification will be placed in order of latest Part Time hire date; with the employee who has been hired for the longest being at the top of the seniority list. The Company will provide the Part Time employee departmental seniority lists to the Union within one (1) month of the date of ratification. Should the Union disagree with any of the placements, they may address the concern(s) pursuant to Article 7.02.

LETTER OF UNDERSTANDING NO. 6

Calgary Stampede Deliveries

At the 2020 collective bargaining table the issue of driver assignment at the Calgary Stampede was raised by the Union. The Company will, prior to the assignment of drivers for the Calgary Stampede deliveries, make an interest posting available for all drivers for them to indicate their interest to do the work. Following each Stampede, the Company will review whether this process proved to be effective and efficient. If the Company determines that the process was not effective and efficient, the Company and Union will meet to discuss the issues surrounding this process. If a mutually agreeable solution cannot be found, the Company may discontinue this practice at its discretion.

LETTER OF UNDERSTANDING NO. 7

Company Pension Plans for Full Time Employees

During the 2020 round of collective bargaining negotiations, the Union expressed concerns over the Company's ability to unilaterally end the various pension plans.

Accordingly, for the life of the October 1, 2020 through September 30, 2026 collective agreement, the Company and the Union agree that any current pension plans that employees are enrolled in, will remain in place. Any changes to these plans for current pension members can only occur with the agreement of the Company and the Union member.

LETTER OF UNDERSTANDING NO. 8

Company Health & Welfare Plan for Full Time Employees

During the 2020 round of collective bargaining negotiations, the Union expressed concerns over the Company's prevailing national health and welfare plan for full time hourly employees (BenefitsPlus) outlined in Article 16.

BenefitsPlus is a comprehensive extended health, dental and drug benefit program that is offered to all eligible employees. For the life of the October 1, 2020 through September 30, 2026 collective agreement, the Company and the Union agree that any design changes that may happen to BenefitsPlus for hourly employees will be applied nationally to all hourly employees across the country, not Calgary employees alone.

With regards to the national health and welfare plan, notwithstanding the restriction in Article 16.01 to grieve the benefit plans, the Union has, and only has, the ability to grieve the application of the content of this letter of understanding.

LETTER OF UNDERSTANDING NO. 9

Joint Labour Management Meetings

On a Bi-Monthly basis (every other month), the Company and Union will meet to discuss issues pertaining to the safe and efficient operation of the Calgary facility. The Meeting will be attended by the following persons:

Union: The Teamster Business Agent and any steward that has brought forward an agenda item from each of the following departments, Manufacturing, Warehouse, Distribution, Production Maintenance/Fleet Maintenance and Equipment Service (to a maximum of five (5) stewards.)

Company: The Plant Manager, Distribution Centre Manager, the Human Resources Business Partner.

An agreed upon agenda (including the length of the meeting) will be developed between the parties two (2) weeks in advance of the meeting. Items that have arisen after agenda will be heard at the first opportunity.

The purpose of this meeting is to discuss, and review matters pertinent to the facility. Matters to be discussed include:

- The current state of the business
- Projected workflow, volume trends and business forecasts
- Corporate initiatives
- Capital investments and facility updates
- Subjects regarding employee engagement
- Opportunities to bring new work to the facility
- Any other significant issues

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

In the event these meeting prove not to be effective, either party can place the holding of these meetings as a topic on the agenda for the next meeting (in an effort to get these meeting on track.) If following that meeting the parties are unable to agree to a method of making them useful, the scheduling of this meeting can be cancelled with thirty (30) days written notice to either party.

Bi-Monthly Distribution Department Meetings

To foster better communications, on alternate months (the month where the above meeting is not held) a separate meeting will be held pertaining to Distribution department issues. These team meets will be held with all scheduled department employees (employees not scheduled can attend the meeting with prior notice to their supervisor but will not be paid for their attendance.)

In the event these meetings prove not to be effective (and the dissatisfaction in these meetings has been communicated to the other party), if not immediately rectified, the meetings may be cancelled with thirty (30) days notice.

LETTER OF UNDERSTANDING NO. 10

Reduction in hours for Drivers

At the 2020 collective bargaining table the issue of full-time driver reduced hours was discussed. The concern raised by the Union was that full-time drivers were not being called into work on days where part-time employees were working in the warehouse. Accordingly, the following is agreed to:

- Full-time drivers must commit (through a Special Request Form) to this process on a monthly basis. Special Request Forms must be submitted by the last Monday of the previous month to become effective the first Monday of the following month.

Example, for the month of April 2021, the form must be submitted by Monday March 29th, 2021 to be effective April 5th, 2021.

If an employee fails to follow the process provided herein, the employee will be removed from consideration for the remainder of the month and will not be permitted to submit a Special Request form for the following month.

- In the event a full-time driver is not being called in for a shift and there is work available for a part-time employee in the role of warehouse worker on that same day and shift, the driver will be assigned to that role (so long as the driver has the skills and abilities to perform the work.)
- As per Article 8 of the collective agreement, the moving driver will not have any preferential seniority over inside workers for any other purpose under the CBA.
- As per Article 10, the moving driver will get the hours and work associated with the full shift of the part-time employee regardless of the drivers regular schedule day (example, a driver on a 10 hour day goes into the warehouse displacing a part-time employee on an 8 hour day, the driver will work the 8 hour shift, not a 10 hour shift.) This does not constitute a guarantee of hours if the work available does not constitute a full shift – they will work under the same conditions the part-time warehouse employee work.
- The moving driver will be redirected by the Company to the warehouse on the same or following shift (day shift driver can displace a day or afternoon shift part-time warehouse worker, and afternoon shift driver can displace an afternoon or night shift part-time warehouse worker) so as to allow the driver to return to their regular duties on the following day (adhering to hours of service regulations.) Article 8.07 will not apply.
- If determined by the Company that the moved driver is required back in their driving role, the driver must make themselves immediately available (go back to driving mid-way through the shift, or report back to their original job, etc.) even if it means a delayed driving start time to satisfy hours of rest requirements. Article 8.07 will not apply. If the employee is required to return to their driving position mid shift, they will be compensated as per Article 10.20.
- The moving driver will be paid the full-time warehouse worker rate for hours worked.

LETTER OF UNDERSTANDING NO. 11

Lay-offs for Drivers

At the 2020 collective bargaining table the issue of full-time driver reduced hours was discussed. The concern raised by the Union was that full-time drivers were not able to earn meaningful hours during slow periods. Accordingly, the following is agreed to:

1. Yearly during the period of time from the second full week of January until the last full week before Good Friday, drivers who are scheduled to work less than twenty (20) hours per week for two (2) consecutive weeks in a row may be able to elect layoff for the remainder of the time period (the layoff will end at the end of the last full week before Good Friday.)
2. This layoff period may be interrupted by the driver with seven (7) days calendar notice to the Company, or interrupted by the Company with seven (7) days calendar notice if the Company knows it has work in excess of twenty (20) hours per week for the driver.
3. If the layoff is interrupted by the driver or the Company, it can only be restarted by mutual agreement.
4. Drivers may request layoff under this letter only once per year during the time period in (1) above.
5. Drivers who elect to take layoff will not be scheduled in for work nor will they have any right to claim hours/grieve any work conducted at the facility during the layoff for any reason.
6. Hours worked by part-time drivers to cover off these absences will not be included in the part-time utilization hours detailed in Article 17.02 of the collective agreement.
7. Upon returning from these leaves, employees will reimburse the Company all outstanding benefits premiums on their next pay cheque.

Both the bargaining committee for the Union and the bargaining committee for Management unanimously support the terms of this Agreement.

DATED AT Calgary, Alberta on the ____ day of _____, 2021.

FOR THE UNION

FOR MANAGEMENT

Brock Penner

José Alonso

John deJong

Lorelei Clark

Murray Haugen

Ryan Goodwin

Wade Pidhorney

Lori Sarginson

Kassim Abdoul

Symone Loney

Matthew MacIntyre

Ryan Dickie