

SOURCE	Union		
EFF.	85	07	29
TERM.	88	07	24
No. OF EMPLOYEES	75		
NOMBRE D'EMPLOYÉS	75		

**BFCSD**  
**LOCAL UNION 361**  
**HALIFAX**  
**COLLECTIVE AGREEMENT**

BETWEEN:

COCA-COLA LTD., hereinafter referred to as the

"Company"

- and -

CANADIAN UNION OF UNITED BREWERY, FLOUR, CEREAL SOFT DRINK AND DISTILLERY WORKERS, Local 361, hereinafter referred to as the

"Union"



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## **ARTICLE 1 - PURPOSE**

**1.01** It is the purpose of this Agreement to promote harmonious relations between the Company and its employees and to provide an amicable method of settling differences.

## **ARTICLE 2 - DEFINITIONS**

**2.01** The word "employees" wherever used in this Agreement shall mean all employees of the Company at 6034 Lady Hammond Rd., Halifax, N.S., save and except office staff, persons employed on a casual basis for sampling or in-store shelf stocking, sales supervisors, foremen, persons equivalent to the ranks of sales supervisor and foreman and above, and those excluded by paragraphs (a) and (b) of Subsection 2 of Section 1 of the Trade Union Act.

**2.02** The expression "outside employee" wherever used in this Agreement shall mean an employee in the category of sales representative, delivery salesman-in-charge, delivery salesman, and highway tractor trailer driver (inter-plant).

**2.03** The expression "inside employee" wherever used in this Agreement shall mean an employee who is not an "outside employee".

**2.04** A "probationary employee" (including a temporary employee) shall mean an employee who has not yet completed sixty-five (65) days of actual work within a period of six (6) consecutive months. On completion of his probationary period, such employee shall be credited with seniority from a date which is three (3) months prior to the date on which he completed his probationary period. Notwithstanding any other

provision of this Agreement, a probationary employee shall have no rights under the seniority provisions of this Agreement and may be discharged at the sole discretion of the Company, with or without assigned cause and such discharge shall not be open to review under the grievance procedure set out in this Agreement.

**2.05** A "temporary employee" shall mean an employee who is engaged by the Company to perform work of a temporary nature during the period from April 15th to September 15th or from November 1st to January 15th.

A temporary employee shall have no rights under the seniority provisions of this Agreement. However, if a temporary employee remains in the Company's employ beyond September 15th or beyond January 15th (as applicable), or if he is accepted by the Company as a regular employee prior to such date, he shall thereupon cease to be a temporary employee and his seniority shall be determined under clause 2.04 hereof.

## **ARTICLE 3 - REPRESENTATION**

**3.01** The Company recognizes the Union as the exclusive bargaining agent of the employees as herein defined.

**3.02** There shall be no discrimination against any employee because of race, colour, creed, sex, membership or non-membership in the Union.

**3.03** (a) Every new employee (other than temporary employee) hired after the effective date hereof shall, on completion of his probationary period and as a condition of his continued

employment become and remain a member, in good standing, of the Union.

(b) The Union agrees that it will not refuse membership to any employee without just cause. Whenever an employee is suspended or expelled from membership the Union will give the Company, in writing, the reasons for such action.

**3.04** (a) Every employee shall, as a condition of his continued employment, authorize the Company in writing, to deduct from each pay payable to him thereafter during the life of this Agreement, and during the life of any subsequent collective agreement containing similar provisions, such amount as may from time to time be certified in writing by the Union to the Company as being the amount of Union Dues currently payable.

(b) Every new employee (other than a temporary employee) shall, on completion of his probationary period, complete and sign an application for membership in the Union and an authorization for deduction from his pay of such amount as may at that time be certified by the Union to the Company as being the amount of the Union's standard Initiation Fee.

(c) Authorization for deduction of the Union Initiation Fee and regular Union Dues shall be in the forms annexed hereto as Appendix "B", "Authorization for Deduction of Initiation Fee" and Appendix "C", "Irrevocable Authorization for Deduction of Union Dues."

(d) initiation Fees and Union Dues deducted by the Company shall be remitted to the Financial Secretary of the Union prior to the 15th day of the month following the month in which such deductions were made, together with such detail and explanations as may be reasonably required.

**3.05** (a) It is recognized and mutually agreed that management may, from time to time, have occasion to interview employees with respect to their job performance and that the objective of such interviews is corrective in nature, rather than punitive. Such interviews will normally be conducted on a "one-on-one" basis. However, should it become necessary to officially warn an employee that failure to improve his record with the Company may result in disciplinary action being taken, such employee may, if he so wishes, have his Steward present at such meeting and the giving of the warning shall be confirmed to the employee by the Company in writing. A copy of such letter will be provided to the Plant Chairman.

(b) After a period of eighteen (**18**) months free of any warning or suspension, or a period of three (3) years in any event, previous warnings or disciplinary actions will not be used in progressive steps or in arbitration.

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

**4.01** The Union agrees that, subject to the restrictions imposed by law, the Company has the exclusive right to manage and operate its Plant and equipment and to carry on its business. The Union also agrees that, subject to the restrictions imposed by law or by the terms of this Agreement, the Company has the right to decide from time to time all matters relating to the terms and conditions of employment of the employees, including the duties and conduct to be required of them. The Company agrees that it will not discipline, suspend or discharge any employee without just cause. The Company further agrees that the Union and the employees

shall have the right to grieve should the Company exercise any of its functions in violation of, or inconsistent with, any provisions of this Agreement.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

**5.01** So long as this Agreement shall be in force, neither the Union, nor any member thereof nor any employee shall take part in or call or encourage any strike, slow-down, cessation of work or refusal to work or to continue to work nor shall the Company engage in any lockout at its Halifax Plant.

## **ARTICLE 6 - UNION ACTIVITIES**

**6.01** There shall be no Union activities during working hours which interfere with the duties of any employee unless permission is first obtained from the employee's immediate supervisor. 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 Company will make available for the use of the Union a bulletin board whereon the Union may post such notices as it desires to bring to the attention of employees provided, however, that no such notice may be posted at places other than on this bulletin board and further provided that no such notice may be posted until it has been signed by an Officer of the Union and by a representative of management.



**6.03** From time to time during the currency of this Agreement, upon the written request of the Union, the Company will grant leaves of absence without pay to the employees named in such request to enable them to participate in Union activities. No such leave of absence shall be for a period of less than one day or more than seven days except that where a leave is granted to an employee to enable him to attend a Union convention, the maximum of seven (7) days may be exceeded to the extent of necessary travel time to the place of convention and return. No more than four (4) such leaves will be granted in any one year of the currency of this Agreement and no more than two (2) employees may be absent on such leave at any one time. If the maximum of four (4) leaves in any year of this Agreement has been granted, the Company will consider any further request for such leave in that year on an individual basis.

**6.04** From time to time during the currency of this Agreement and upon the written request of the Union, the Company will grant a leave of absence without pay to any employee for the purpose of attending to Union business. Such leave of absence shall be for a period of not less than one (1) month nor more than one (1) year and not more than one (1) employee shall be entitled to any such leave of absence at any one time. On the written request of the Union, the company, will consider an extension of up to two (2) years in any leave granted under this provision. To the extent that it is practical to do so, the Company will endeavour to arrange for the continuance of both Company and Government welfare benefits while an employee is absent on such leave.

**6.05** With respect to employees granted leave of absence under the provisions of clauses 6.03 or 6.04 above, it is agreed that on the written request of the Union:

- (a) Each employee shall receive from the Company in respect of each day of absence on such leave, an amount equivalent to:
  - (i) the regular straight-time hourly rate then in effect for this employment classification, multiplied by eight (8) hour.

— LESS —

- (ii) all deductions normally withheld by law from an employee's pay and, if applicable, the employee's contributions to the **Extended Group Insurance Plan** and the **Employee's Retirement Plant**.
- (b) The Union shall promptly reimburse the Company for the sum of:
  - (i) The gross amount of the payment calculated as set out in (a) (i) above,

— PLUS —

- (ii) any amount which becomes payable by **the Company** as a result of the Company having made to any employee a payment under the provisions of (a) above (e.g. Company contributions to the **Employees' Retirement Plan**, the **Extended Group Insurance Plan**, **Unemployment Insurance**, **Government Pension Plan** and **Health Plan**, etc.).

In the event of failure of the Union to so

reimburse the Company, all payments to employees under (a) above shall immediately cease.

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

**6.06** The granting of any leave of absence under clauses 6.03 and 6.04 may be refused by the Company when the granting of the same would be unreasonable having regard to the requirements of operations.

**6.07** (a) Every Union Steward and every officer of the Union who is an employee shall be allowed such time off as may be necessary to enable him to attend those appointments with management personnel at which his presence is required under the provisions of Article 7 and every employee who is a necessary witness at a grievance meeting or at a grievance arbitration hearing established under Article 7 shall be allowed such time off as may be necessary to enable him to give evidence at such hearing.

(b) Should a Union Steward be scheduled to be on duty during the time in which a regularly scheduled meeting of the general membership

of the Union is to be held, such Steward shall (provided his request is made at least 24 hours in advance) be allowed such time off work as may be reasonably required in the circumstances to permit him to attend such meeting.

(c) The allowing of time off under the provisions of this clause 6.07 shall be subject to the employee having obtained permission to leave his work from his Foreman, in the case of an inside employee, or from the Sales Supervisor, in the case of an outside employee. All such time off during an employee's regular working hours shall be without loss of pay, provided, however, that the Company may discontinue paying for such time off, if in its opinion the privilege of requesting such time off is being abused.

**6.08** At the request of the Union, the Company will grant time off, without loss of pay during the employee's regular working hours, to the Plant Chairman and to not more than one (1) employee from each seniority group covered by this Agreement to allow them to be members of the Union Negotiating Committee and to enable them to attend arranged meetings with Company representatives or with a Conciliation Officer for the purpose of negotiating a renewal of this Collective Agreement. The allowing of any such time off shall, however, be subject to the employee having obtained permission to leave his work from his Foreman, in the case of an inside employee, or from the Sales Supervisor, in the case of an outside employee.

## **ARTICLE 7 - GRIEVANCES**

**7.01** The Union Stewards herein referred to shall be employees of the Company and shall not be more than three (3) in number.

The Union will notify the Company in writing of the names of such Stewards and may also notify the Company of the names of not more than an equal number of additional employees who may serve as alternate Stewards in the absence from work of a regular Steward. The Company will not recognize any individual as a Steward until it has received such notification from the Union.

**7.02** (a) In this Agreement a "grievance" shall consist only of a difference concerning the interpretation, application, administration or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable.

(b) There shall be an earnest effort on the part of the employees and both parties to this Agreement to deal with grievances promptly through the procedure provided below.

### **7.03 INDIVIDUAL GRIEVANCE**

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

#### **Step 1**

If a grievance is referred by an employee to his 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 orally or in writing to the appropriate management representative.

## **Step 2**

If the grievance remains unsettled for three (3) working days after the time of its presentation at Step 1, it may, within a further three (3) working days be referred in writing at Step 2, in sufficient detail to define the issue, to the appropriate management representative (or his designate).

## **Step 3**

If the grievance remains unsettled for three (3) working days after its presentation at Step 2 it may, within five (5) working days after the hearing at Step 2 be referred in writing at Step 3 in sufficient detail to define the issue, to the appropriate management representative. Within five (5) working days of the submission of a grievance at Step 3 the management representative (and/or such other persons, up to two (2) in number, as he may designate) shall meet with the employee, his Steward and a representative of the Union (and/or such other persons, up to two (2) in number, as he may designate) to discuss the matter. The Company's decision will be given in writing, with sufficient explanations to the employee and the Union within three (3) working days after such meeting.

### **7.04 COLLECTIVE GRIEVANCE**

Should a group of two (2) or more employees who have a grievance based upon the same provision or provisions of this Agreement or upon similar facts, desire to have such matter dealt with collectively rather than as individual grievances, they may, provided it is done with reasonable promptness, present such matter in writing signed by each such aggrieved employee to the appropriate management representative,

setting out sufficient detail to define the issue. An opportunity for oral discussion between the officials of the Union (not exceeding three (3) in number) and representatives of management (not exceeding three (3) in number) will be given and failing agreement, the Company shall deliver to the Union a reply in writing within ten (10) working days after receipt of the written submission.

### **7.05 COMPANY/UNION GRIEVANCE**

Should any grievance arise directly between the Company and the Union it should be dealt with as follows: it may, provided it is done with reasonable promptness, be presented in writing by either of such parties to the other, setting out sufficient detail to define the issue. An opportunity for oral discussion between the officials of the Union (not exceeding three (3) in number) and representatives of management (not exceeding three (3) in number) will be given and, failing agreement, the party to whom such matter was submitted shall deliver to the other party a reply in writing to such submission within ten (10) working days after the receipt of such submission.

### **7.06 SUSPENSION OR DISCHARGE**

(a) When an employee is to be suspended or discharged he may, if he so wishes, have his Steward present for such meeting and the reasons for such suspension or discharge will be given. In any event, an employee who is suspended or discharged will be given an opportunity to discuss the matter with his Steward before leaving the Company's premises.

Such suspension or discharge shall be confirmed to the employee by the Company in

## **Step 2**

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Should a group of two (2) or more employees who have a grievance based upon the Same provision or provisions of this Agreement or upon similar facts, desire to have such matter dealt with collectively rather than as individual; grievances, they may, provided it is done with reasonable promptness, present such matter in writing signed by each such aggrieved employee to the appropriate management representative,



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(a) When an employee is to be suspended or discharged he may, if he so wishes, have his Steward present for such meeting and the reasons for such suspension or discharge will be given. In any event, an employee who is suspended or discharged will be given an opportunity to discuss the matter with his Steward before leaving the Company's premises.

Such suspension or discharge shall be confirmed to the employee by the Company in

writing. A copy of such letter will be provided to the Plant Chairman.

(b) Any grievance relating to the suspension or discharge of any employee shall be submitted directly at Step 3 of the Individual Grievance Procedure within eight (8) working days of such suspension or discharge and not otherwise. In the event that it should be decided that the suspension or discharge of any employee is without just cause, the Company shall reinstate such employee and pay full compensation at the employee's regular hourly rate for time lost (to a maximum of forty (40) hours per week) after written complaint against such suspension or discharge has been received by the Company. Upon such reinstatement, there shall be deemed to have been no break in such employee's service with the Company.

## **7.07 APPROPRIATE MANAGEMENT REPRESENTATIVE**

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

	<b>Inside Employees</b>	<b>Outside Employees</b>
Step 1	Foreman or Prod. Mgr.	Sales Super. or Asst. Sales Mgr.
Step 2	Operations Mgr.	Sales Mgr
Step 3	General Mgr.	General Mgr.

## **7.08 GENERAL**

Should any employee, employees, the Union or

the Company take advantage of the procedure provided herein for the hearing of grievances, each step in such procedure required to effect a final disposition of the matter shall be taken by such employee, employees, the Union or the Company, as the case may be, within the time limits set forth in this Agreement or the matter shall be deemed to have been abandoned: In determining such time limits, no account shall be taken of the day on which the grievance was presented and any time limit fixed by this Agreement may be extended by written agreement of the Company and the Union. Saturdays, Sundays observed holidays and scheduled days off shall not count as "working days" as referred to in this Article 7.

## **7.09 ARBITRATION**

Should any grievance (as defined in clause 7.02 (a) hereof) arise which is not satisfactorily determined under the foregoing provisions, and should either the Union or the Company desire to carry the matter further, the matter shall then, by notice in writing given to the other party within ten (10) working days from the giving of the latest decision referred to above, be referred either by the Company or the Union to arbitration as provided for in Appendix "A" hereto.

## **ARTICLE 8 - SENIORITY**

**8.01** (a) Seniority of an employee shall mean the length of his unbroken service with the Company in the Bargaining Unit covered by this Agreement, except as provided in clauses 8.01 (b) and (c) below.

(b) It is agreed that clause 8.01 (a) above shall not be applied to alter any seniority date

which has been established prior to the effective date of this Agreement.

(c) An employee who is or has been transferred from the Bargaining Unit to a job with the Company outside the Bargaining Unit may, within three (3) months of receiving such promotion, revert to his former position and in so doing may displace the employee who succeeded him in that position. After such an employee has been out of the Bargaining Unit for a period in excess of three (3) months, he may only return to the Bargaining Unit to accept a position which remains vacant after completion of the job posting procedure set out in this Article 8 and will not be permitted to exercise full seniority under such job posting procedure for a period of six (6) months following his return to the Bargaining Unit. This opportunity for any given employee to return to the Bargaining Unit from an excluded position shall be limited to one occasion only. It is further agreed that if an employee is transferred to a job outside the Bargaining Unit he will continue to accumulate seniority for a period of up to one (1) year and if transferred back to the Bargaining Unit within such year he shall return with all seniority. If transferred back after one (1) year, he will have the seniority he had at the date of the transfer, plus one (1) year.

**8.02** For the purposes of this Article 8, "inside employees" and "outside employees" shall each be considered as an entirely separate seniority group.

**8.03** Separate seniority lists shall be maintained by the Company for each of the seniority groups referred to in clause 8.02 above, showing the name and seniority date of each employee who

has acquired seniority under this Agreement. If two or more employees are hired on the same day, the times of hiring will determine their seniority ranking.

These lists will be brought up to date every three (3) months and, at each revision, will be posted on the Union bulletin board for a period of five (5) working days. During that interval, any employee whose name appears on the list for the first time may question his seniority ranking if he is in disagreement with it. If no written complaint is received by the Company within five (5) working days of the posting of a seniority list, the revisions contained in that list shall be deemed to be correct by all concerned.

A copy of each updated list will be mailed to the Union office.

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

- (a) quits,
- (b) is laid off for a period of eighteen (18) months or more,
- (c) is discharged and is not reinstated,
- (d) fails to return to work on the expiration of any period of leave granted by the Company unless excused by the Company,
- (e) is absent from work for more than three (3) consecutive working days without having notified the Company and received permission to be absent, which permission shall not be unreasonably withheld,
- (f) otherwise ceases to be employed by the Company.

**8.05** In making transfers, promotions, demotions, layoffs and recalls from layoffs within

a seniority group, the Company shall consider the following two factors:

- (a) the relative seniority of the employees in that group, and
- (b) the requirements and efficiency of operations and the ability, training and physical fitness of the individual to do the work required:

## **8.06 JOB POSTING**

(a) When a regular full-time job in a seniority group becomes vacant (other than a vacancy of the type referred to in clause **8.06 (e)** hereof), the Company shall post a notice of such job vacancy on the Union bulletin board for a period of three (3) working days. During that period, any employee who is in that seniority group may make written application for the vacant job and all such applications will receive consideration in accordance with the provisions of clause **8.05** hereof.

(b) The Company will select the successful applicant within five (5) working days of the close of the posting period and will, within a further three (3) days, advise the employees in the seniority group concerned of its decision by posting that information on the Union bulletin board.

(c) The first job vacancy which may be created as a result of the selection of an employee under the provisions of **8.06 (a)** and **(b)** hereof shall also be posted in accordance with the provisions of those paragraphs.

(d) If an employee was absent on vacation or an approved absence at the time of posting of a job for which he is qualified, he may **apply** for consideration for that job within five (5) working days of his return to work, and **if accep-**

ted by the Company, he shall then displace any employee previously selected to fill such vacancy.

(e) Any job vacancy (or vacancies) which may be created as a result of the selection of an employee to fill a job vacancy posted under the provisions of 8.06 (c) may be filled by the Company in accordance with the provisions of clause 8.05 hereof, but posting of such ensuing vacancy (or vacancies) shall not be required.

(f) In the event that the Company has no employee in a seniority group who can satisfactorily fulfill the normal requirements of a job vacancy in that seniority group, the Company may hire a new employee to fill such vacancy. The Company may fill any vacancy, temporarily, pending completion of procedures set out herein.

(g) When an employee has received a change of job under the provisions of this clause 8.06, he shall not be entitled to apply for a posted vacancy during the following six (6) months, unless such job vacancy is in a Wage Bracket higher than his own.

(h) While the intent of this clause is to provide employees with a means of expressing personal preference in the assignment of their regular duties, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.

**8.07** It is understood and agreed that the provisions of clause 8.06 shall apply only in the case of "permanent" vacancies. However, when there is a temporary vacancy in a seniority group (including vacancies created by the addition of temporary shifts), and the Company expects such work to be available for a period in excess of five (5) working days, the Company shall, in so far as the requirements and efficiency of

operations will permit, make such temporary assignment available to qualified employees on a seniority basis. For this purpose, seniority shall be recognized by Job Classification, within departmental groupings (as per 12.09 (e) hereof). On completion of such a temporary assignment, the affected employee will revert to his regular job and/or shift, provided such work is available for him, or otherwise he shall be re-assigned having regard to his seniority and the provisions of this Agreement.

While the intent of this clause is to provide employees with a means of expressing personal preference for temporary assignments of reasonable duration, it is understood and agreed that it shall remain the sole responsibility of the Company to determine the number of experienced personnel required on any job or shift.

In the event that a position which has been filled on a temporary basis should continue to be required for a period in excess of six (6) months, such position will thereupon be considered as a "permanent" position and shall then be posted as provided for in clause 8.06 hereof.

Notwithstanding anything herein contained, it is agreed that in making any temporary promotion in the outside seniority group the Company will, whenever practical, endeavour to give due consideration to the relative seniority of the available and qualified employees.

When in the judgement of the Company it is practical, appropriate and timely to do so, the Company will endeavour to make available to employees who are likely to be candidates for a temporary promotion (and who would otherwise be qualified for such temporary promotion) the opportunity of receiving such training as may be necessary to enable them to satisfactorily per-



form the work so made available to them. An employee who has received such training shall not then be entitled to refuse an assignment to the position for which he has been trained.

### **8.08 DEMOTIONS**

If, as the direct result of a reduction in the work force, one or more demotions should become necessary, it is agreed that the provisions of clause 8.05 hereof shall be observed. It is understood, however, that this clause 8.08 shall not apply in the case of an employee who is demoted as a result of his misconduct or his inability to satisfactorily perform the work required; it being further understood, however, that if within three (3) months of receiving a promotion an employee requests to be relieved of his new responsibilities or is demoted due to his inability to satisfactorily perform such new duties, he shall be permitted to revert to his former position and in so doing may displace the employee who succeeded him in that position.

### **8.09 LAY-OFFS**

Whenever lay-offs in a seniority group are necessary, they shall be accomplished as follows:

(a) The Company shall first lay-off temporary employees and then probationary employees, if any, in that seniority group. If further reduction of staff is required, the Company shall then lay-off regular employees in accordance with the provisions of clause 8.05 hereof, it being understood that, in this instance, seniority is reversed (i.e. that employee with the least seniority shall be the first employee to be laid-off). If any regular employee is to be laid off for a period of more than five (5) working days, he shall receive five (5) days written notice of such lay-off and

employee's continuous service.

(e) Notwithstanding anything herein contained, ~~it is~~ agreed that if an outside employee has not presented himself for assignment of the day's work prior to the time his shift is scheduled to commence, he shall be considered to be unavailable for work on that shift and in such circumstances the lay-off provisions set out above shall have no application.

(f) It is ~~mutally~~ agreed that an employee who would otherwise be on lay-off may request that part or all of such lay-off be regarded as annual vacation time and be paid accordingly. The Company will honour such requests, provided that the employee has sufficient unused vacation entitlement to accommodate the request.

**8.10** Bona-fide illness, or disability resulting from an accident, shall not normally be considered cause for discharge. However, if an employee has been continuously absent from work due to disability for a period of eighteen (18) months or more, the Company may then consider that such employee's services are terminated and his name shall be removed from the seniority list on the grounds that he is no longer an active employee. In making such a determination the Company shall give due consideration to the latest medical evidence available with respect to the anticipated further duration of such employee's disability.

**8.11** If, after recovery from an at-work accident or illness accepted by the Workmen's Compensation Board, an employee is unable to perform his former duties, and if there is, at that time, a regular job in his seniority group which is either vacant or held by an employee having less senior-

ity, such employee shall, if he is capable of satisfactorily performing the required duties, be transferred to such position. If there is no regular job within his seniority group which he is capable of satisfactorily performing, the Company will consider a request for transfer to the other seniority group at his Plant if there is, at that time, a regular job which is vacant and if he is capable of satisfactorily performing the duties required.

## **ARTICLE 9 - HOURS OF WORK - OVERTIME**

**9.01** For the purposes of this Agreement, the work week shall commence at midnight **Saturday-Sunday** and all work performed in a shift or other similar work period (including any extension thereof) shall be deemed to have been performed in the same day in which that shift or other similar work period commenced.

**9.02** For the purposes of this Agreement, time worked shall be calculated in units of fifteen (15) minutes and periods of work of less than fifteen (15) minutes per day shall be disregarded. An employee in the category of Highway Tractor-Trailer Driver shall be deemed to be at work during the time he is necessarily in control of such tractor-trailer and acting in the course of his employment, as well as during any time that he is required by the Company to be present in the Company's plant.

**9.03** For the purposes of this Agreement, the normal work periods of all employees (other than those employees from time to time during the currency of this Agreement regularly scheduled to work on Saturday and/or Sunday) shall con-

sist of five (5) consecutive days, Monday to Friday inclusive. The Company does not guarantee, however, to provide work for any employee nor to maintain the work week or working hours presently in force.

**9.04** Every employee having performed eight (8) hours work at his hourly rate in any day shall be paid at the rate of one and one-half (1½) times his hourly rate for all work performed by him and required by the Company in excess of the said eight (8) hours in that day.

**9.05** Every employee, other than those regularly scheduled to work on Saturday and/or Sunday, shall be paid at the rate of one and one-half (1½) times his hourly rate for all work performed by him and required by the Company on a Saturday and at the rate of two (2) times his hourly rate for all work performed by him and required by the Company on a Sunday.

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

For Saturday -	\$ .75 per hour
For Sunday -	1.00 per hour

for work performed by him and required by the Company, unless he is entitled under the other provisions of this Article to be paid at the rate of one and one-half (1½) or two (2) times his hourly rate, as the case may be, for work so performed by him and required by the Company. For the purposes of this Agreement, such premiums shall not be considered as forming part of an employee's hourly rate.

**9.07** Every employee who is regularly scheduled to work on a Saturday and/or Sunday shall be paid at the rate of one and one-half (1½) times his hourly rate for all work performed by him and required by the Company on the first of his two (2) weekly scheduled days off and at the rate of two (2) times his hourly rate for all work performed by him and required by the Company on the second of his two (2) weekly scheduled days off.

**9.08** Every employee shall be paid at the rate of two (2) times his hourly rate for all work performed by him and required by the Company on a day which is observed as a paid holiday under the provisions of Article 11 hereof.

**9.09** Where it is anticipated that any employee will perform additional work required by the Company for a period of one-half (½) hour or more immediately following his normal work period of eight (8) hours in any day, he shall be granted a rest period of fifteen (15) minutes, with pay, before commencing such additional work.

**9.10** Where any period of additional work referred to in clause 9.09 hereof will continue for more than two (2) consecutive hours, the employee shall, after having working for two (2) hours, be given a break of one-half (½) hour, without pay, to enable him to have a meal. If he shall not have had at least twenty-four (24) hours' notice that such additional work would be required, the Company shall provide the meal, up to a value of \$4.00, plus tax, without charge to the employee. If such additional work continues for more than two (2) consecutive hours following resumption of work after the meal

break, the employee shall be granted an additional rest period of fifteen (15) minutes, with pay.

**9.11** Every employee will be allowed one (1) paid rest period of fifteen (15) minutes during each one-half ( $\frac{1}{2}$ ) shift. Rest periods will be arranged as near the mid-point of each one-half ( $\frac{1}{2}$ ) shift as possible.

**9.12** (a) With the exception of overtime work to be performed as a continuation of work already in progress, the Company will endeavour, in so far as 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.

(b) When overtime in the "inside" seniority group is required or when weekend overtime in the "outside" seniority group is required, the Company will endeavour to give at least 24 hours' notice of same to the employees likely to be affected. If such 24 hour notice is not given, then such overtime requirements will be filled on a voluntary basis; provided however, that if the total requirement cannot be filled in that manner then the remaining overtime work may be assigned on a reverse seniority basis to those employees who are capable of satisfactorily performing the work required.

**9.13** Where an employee has left the Company's Plant on completion of his day's work and is then called by the Company and requested to return to work at a time before the commencement of his next scheduled day's work, such request shall constitute a "call-out". An emp-

employee reporting for work on a "call-out" shall be entitled to be paid for work performed by him outside his scheduled working hours at the rate of one and one-half (1½) times his hourly rate or four (4) hours' work at his hourly rate, whichever is greater.

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

## **ARTICLE 10 - NIGHT SHIFT PREMIUM**

**10.01** Every hourly rated employee shall be paid a night shift premium of:

- 55¢ per hour during the first year of this Agreement
- 60¢ per hour during the second year of this Agreement

- **65¢** per hour during the third year of this Agreement

for work performed by him and required by the Company after three-thirty (3:30) p.m. in a day and before seven (7:00) a.m. in the following day in the case of Inside employees and after four-thirty (4:30) p.m. in a day and before eight (8:00) a.m. the following day in the case of Outside employees; provided, however, that such premiums shall not be paid for any time worked in respect of which overtime premium is payable. For the purposes of this Agreement, such night shift premium shall not be considered as forming part of an employee's hourly rate.

## **ARTICLE 11 - HOLIDAY PAY**

**11.01** The expression "holiday" wherever used in this Agreement shall mean any one of the following:

NEW YEAR'S DAY

DAY AFTER NEW YEAR'S DAY

GOOD FRIDAY

VICTORIA DAY

DOMINION DAY

HALIFAX NATAL DAY

LABOUR DAY

THANKSGIVING DAY

REMRANCE DAY

DAY BEFORE CHRISTMAS (provided it falls on a regular working day, Monday through Friday)

CHRISTMAS DAY

BOXING DAY



**11.02** Should any of the holidays mentioned above fall on a Saturday or on a Sunday, the regular working day which is closest thereto will normally be designated as the holiday. If, however, any question should arise as to the day in the year to be designated as any one of the holidays mentioned above, the Company shall decide the question for purposes of this Agreement. If an employee should be scheduled to have one of his regular days off on a day designated as a day to be observed as a holiday, that employee shall be allowed another day off with pay in lieu of the holiday with pay and, for purposes of this Agreement, such lieu day will be considered as his "holiday."

**11.03** Each employee who has completed his probationary period shall receive holiday pay for each such holiday, provided that he is at work on his last regular workday before the holiday and his first regular workday after the holiday. An employee's holiday pay for each such holiday shall be an amount equal to his regular hourly rate, multiplied by eight (8).

If, in the week in which the holiday fall, an employee works in two (2) different wage classifications, he will be paid for the holiday at the wage rate in effect for the classification in which he works on the day following the holiday.

**11.04** An employee who was absent on his last regular workday before and/or his first regular workday after the holiday will qualify for holiday pay (as set out in clause 11.03 above) if such absence:

- (a) is paid for under the provisions of clause 15.01 hereof (Bereavement Pay), or
- (b) is paid for under the provisions of clause

16.01 hereof (pay for Jury or Witness Duty),  
or

- (c) has been approved by the Company, or
- (d) is due to a lay-off which commenced not more than five (5) working days prior to the holiday or on the first workday after the holiday, provided, however, that such holiday pay shall not be payable if the employee is eligible for full or partial payment for the day on which the holiday is observed under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Company's Extended Group Insurance Plan, Workmen's Compensation, Unemployment Insurance, Government Pension Plan, etc.).

## **ARTICLE 12 -VACATION**

**12.01** Every employee who, during the life of this Agreement, completes a year of continuous employment with the Company, will qualify for a vacation with pay, unless he has already been granted and has taken a vacation with pay in respect of that year of employment.

**12.02** The length of vacation to which each employee will be entitled will be governed by the total length of his continuous service with the Company and will be determined from the schedule in clause 12.04 below.

**12.03** The amount of pay to which each employee will be entitled in respect of his vacation will be determined in accordance with clause 12.04 below. The earnings on which the calculation will be based shall be total earnings from the Company for the year of service in respect of which the vacation is granted including any

premium pay (overtime, night shift, etc.) and pay for time not worked (vacation, observed holidays, sick pay, etc.).

## 12.04

### Schedule of Vacation with Pay Entitlement During the Life of this Agreement

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

**12.05** 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 which he would be entitled under clause 12.04 above, then he will be paid the greater amount; provided, however, that if the employee has worked in more than one Wage Bracket during the preceding year, the calculation shall be made using the then current rate for the lowest such Wage Bracket; and provided further that if, during the year of service in respect of which the vacation is granted, the employee has been absent from work (in the aggregate) for more than twenty-five (25) working days due to lay-off, or for more than ninety (90) working days for any other reason other than an absence on Workmen's Compensation), then vacation pay shall be calculated only on the percentage basis set out in clause 12.04 above. If, during any year of service, an employee has been absent for more than ninety (90) working days, (other than an absence on Workmen's Compensation) he may, if he so wishes (but only to the extent

permitted by law) waive one or more weeks of his vacation entitlement for that year without reduction in the percentage basis (only) vacation pay for which he qualifies.

**12.06** For the purposes of this Article 12, a week shall mean a period of seven (7) consecutive days, including Saturdays, Sundays and holidays falling within the period of vacation.

**12.07** Should one or more holidays named in clause 11.01 hereof fall within the period of an employee's vacation he may, not later than 15 days before such vacation is to commence, request an additional day off, with pay, in lieu of each such holiday. Such lieu days will be granted during the months of January, February, March, April, October, or November only, but, subject thereto, the Company will endeavour to arrange for the day(s) off at a time suitable to the employee. If an employee does not so elect time off in lieu of the holiday, then his pay for the week of vacation containing such holiday(s) shall be increased by 20% for each such holiday.

**12.08** Every employee will be paid, immediately prior to his going on vacation, the vacation pay to which he is entitled. If an employee should be granted his vacation prior to his anniversary date, then

- (i) if he has completed five (5) or more years of service, his vacation pay will be based on his regular straight-time rate of earnings, or
- (ii) if he has not yet completed five (5) years of service, his pay for that vacation will be based on earnings from his last anniversary date until a date which is four (4) weeks prior to the date on which his vacation is to commence.

On completion of that year of service, he will receive a vacation pay adjustment based on

earnings for the portion of the year which was not included in the original vacation pay calculation.

**12.09** (a) Employees who are entitled to either two (2) or three (3) weeks of vacation may take up to two (2) weeks vacation during the period between the third Monday in May and the third Friday in September.

(b) Employees who are entitled to four (4) or more weeks of vacation may take up to three (3) weeks vacation during the period between the third Monday in May and the third Friday in September.

(c) The tentative list of summer vacations will be posted not later than April 1st of each year.

(d) Subject to the limitations of clauses **12.09** (a) and (b) and to the terms of clause **12.09** (e) hereof, preference in regard to the available vacation dates will be given in order of seniority.

(e) Subject to the requirements and efficiency of operations, for the purpose of determining the choice of vacation periods (but for that purpose only), seniority shall be applied within each seniority group and by the following department groupings:

Inside Employees

Bottling

Syrup

Machine Maintenance

Cooler Shop

Shipping & Warehouse

Garage

Outside Employees

Highway Tractor Trailer Drivers (inter-plant)

Delivery Salesmen & Delivery Salesmen-in-Charge

Sales Representatives

(f) It is agreed that this clause **12.09** shall not be construed as preventing the Company from granting vacation periods in excess of the minimum periods set out above, if it believes the particular circumstances are such that this may be done without adversely affecting the requirements and efficiency of operations.

**12.10** 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 of 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 employment, he will receive as vacation pay on termination the applicable percentage of his total earnings during the period of his employment, less any vacation pay already granted.

(b) If the employee has completed one or more years of continuous employment and has taken **all** of the annual vacation to which he was entitled, in respect of his last completed year of continuous employment, he will receive as vacation pay on termination the applicable percentage of his total earnings from the last anniversary of his employment until the date of termination, less any vacation pay already granted in respect of the uncompleted year of continuous employment between the last anniversary of employment and the date of termination.

(c) If the employee has completed one or more years of continuous employment and has **not** taken **all** of the annual vacation to which he was entitled in respect of his last completed year

of continuous employment, he will receive as vacation pay on termination:

- (i) the applicable percentage of his total earnings during the last completed year of continuous employment, less any vacation pay already granted in respect of that year
- (ii) the applicable percentage of his total earnings from the last anniversary of his employment until the date of termination.
- (d) The applicable percentage of earnings as referred to in (a), (b), and (c) above will be:

***During the Life of This Agreement***

Period of Continuous Employment	% Applicable to the Period of Continuous Employment Shown at Left
From	To
Date of commencement of continuous employment	4th anniversary      4%
4th anniversary	9th anniversary      6%
9th anniversary	19th anniversary      8%
19th anniversary	29th anniversary      10%
29th anniversary	and up      12%

**12.11** Notwithstanding anything in this Article contained, an employee, granted a leave of absence under the provisions of clause 6.04 hereof in any year of his continuous employment, shall be granted and shall take a pro-rated vacation with pay in respect of the portion of that year during which he was not on such leave of absence.

**ARTICLE 13 - LONG SERVICE LEAVE**

**13.01** In recognition of and appreciation for long association with the Company, each emp-

Employee who during the life of this Agreement completes his 25th, 30th, 35th, 40th, or 45th year of continuous employment with the Company shall, on completion of each such fifth year of employment, qualify for a special Long Service Leave. Each such Long Service Leave will be of two (2) weeks duration and the employee will be paid for each week of such absence an amount equal to his regular hourly rate, multiplied by forty (40).

## **ARTICLE 14 -WORK CLOTHING**

**14.01** The Company will supply to each employee (other than a temporary employee) without cost as reasonably required by him during each year of this Agreement the items of Standard Work Clothing to the total amounts specified in the following schedule:

### **Group #1**

Sales Representatives

1 blazer

3 trousers

5 shirts

2 ties

1 car coat (in each two-year period)

Note: in the case of new, permanent appointments to the position of Sales Representative, the first issue only will include an extra blazer.

### **Group #2**

Delivery Salesmen-in-Charge, Delivery Salesmen, Cooler Maintenance Men and Cooler Maintenance Helpers regularly working outside the plant, and Highway Tractor Trailer Drivers.

Standard Sales Work Clothing consisting of the following:

3 trousers

4 shirts

1 windbreaker



Note: Should an employee in Group #2 so desire, he may receive an extra pair of trousers in lieu of one windbreaker or vice-versa, or may receive two T-shirts in lieu of oneshirt.

**Group #3**

Bottling Machine Operators, and Syrup Department Employees:

3 white trousers

5 white shirts

**Group #4**

Garage employees and Bottling Machine Maintenance employees

2 trousers

4 shirts

3 coveralls

**Group #5**

All inside employees other than temporary employees and employees covered by Group #1, #2, #3, or #4

Standard Plant Work Clothing consisting of the following:

3 trousers

6 shirts

Note: Should an employee in Group #3 or #5 so desire, he may receive an extra pair of trousers in lieu of two shirts, or vice-versa.

In addition, an employee in group #3, #4 or #5 may receive two T-shirts in lieu of one shirt.

**14.02** *It is understood and agreed that an employee will receive only garments of the type specified for his particular Group (as described in clause 14.01 above) and that the quantities listed for each Group represent the maximum number of garments which will be issued free-of-charge to any one employee during any one year of the life of this Agreement. Every employee to whom Work Clothing is provided under*

this Article 14 is expected to wear during his working hours the Standard Work Clothing specified for his particular Group.

**14.03** It is agreed that the Company will clean standard coveralls issued to employees listed in Group #4 in clause 14.01 above to the extent of one (1) such coverall per man per week.

**14.04** Following completion of the probationary period, new regular employees' will be issued work clothing as soon as practical and such first issue will be a full year's entitlement, as set out above (in second and subsequent years of employment, the employee will receive the regular semi-annual issue).

## **ARTICLE 15 - BEREAVEMENT PAY**

**15.01** In the event of the death of the wife, husband, child, father, mother, brother, sister, mother-in-law, or father-in-law of an employee, that employee will be allowed such time off, with pay, as may be reasonably required in the circumstances. The extent of such leave shall be in the sole discretion of the Company but the general standard shall be three(3) consecutive calendar days. In the event of the death of an employee's grandmother, grandfather, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, that employee will be allowed one (1) day off, with pay, to attend the funeral. It is further agreed that these provisions shall be interpreted to include step-relatives and common-law spouses. It is also agreed that the bereavement leave as referred to herein may be increased by up to two (2) days' travel time, provided that such additional time off is necessary in the particular circumstances and that approval is obtained in advance of departure.

## **ARTICLE 16 - PAID TIME OFF**

### **16.01 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 on that account the difference between his 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.

### **16.02 SICK PAY**

(a) Every regular employee who has completed one or more years of continuous employment with the Company shall be entitled, in each calendar year, to payment for up to six (6) days of absence due to a bona-fide illness, (In the event that an employee commences work but becomes ill during the course of the day and does not complete his scheduled shift, such part day of absence will, for the purpose of this clause 16.02, be counted as one-half ( $\frac{1}{2}$ ) day of absence due to illness). Such payments shall be in an amount equal to 75% of the employee's regular rate of pay as of the first day of the calendar year and any unused credits shall be paid to the employee within thirty (30) days of the end of that calendar year.

(b) The sick pay credit of a regular employee who has not completed a full year of continuous employment with the Company shall be computed on the basis of a one-half ( $\frac{1}{2}$ ) day credit for each completed month of continuous employment.

(c) No payment shall be made under this clause 16.02 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, Workmen's Compensation, Unemployment Insurance, Government Pension Plan, etc.).

(d) An employee who, at the conclusion of the calendar year, has an unused sick pay credit of at least 5 days may, provided he has not been absent in that calendar year for any reason other than:

- (i) bona-fide illness (i.e. a claim for 1 (one) day of illness, leaving 5 days sick pay credit remaining, shall not disqualify an employee from the provisions of this paragraph 16.02 (d), or
- (ii) a paid absence referred to in paragraph (c) above, or
- (iii) an unpaid absence for bereavement, the birth of a son or daughter or because of the closing of the plant by the Company due to an Act of God:

receive in lieu of the cash payment referred to in paragraph 16.02 (a) above, a 5-day leave of absence at his regular rate of pay at the time of such leave. Such leave of absence is to be taken outside the regular vacation period (as referred to in 12.09 (a) hereof) and at a time to be mutually agreed upon by the employee concerned and the Company. Should such an employee have an unused sick pay credit of 6 days, then in addition to the 5-day leave of absence with pay for which he qualified under the above provision, he will be paid for the remaining one day at 75% of the regular rate of pay that was in effect for him on the first day of the calendar year. Provided that such leave of absence is arranged at least two

(2) weeks in advance of the date on which it is to commence, the employee will receive payment for the leave prior to his departure.

(e) An Employee who is entitled to a 5-day paid leave of absence under clause 16.02 (d) may, if he so desires, elect to receive a cash payment at his regular rate of pay (as in effect at the time of such payment) for the 5 or 6 days of unused sick pay credit, as applicable, in lieu of the paid leave of absence.

### **16.03 AT WORK ACCIDENTS**

Where an employee is the victim of an accident while at work and so suffers an injury requiring professional medical attention, the Company agrees that he shall suffer no loss of earnings on the day of the accident by reason of his necessary absence from work to receive such treatment.

## **ARTICLE 17 -WAGES**

**17.01 Inside employees** - The Wage Brackets and the hourly wage rate applicable to each such Wage Bracket, as set out below, shall apply for inside employees, other than temporary employees, and shall be maintained during the life of this Agreement.

	Effective July 29/85	Effective July 28/86	Effective July 27/87
<b>Wage Bracket 1</b>			
General Help	\$ 11.70	\$ 12.30	\$ 13.03
<b>Wage Bracket 2</b>			
Production Men	11.75	12.35	13.08
<b>Wage Bracket 3</b>			
Equipment Maintenance Helpers	11.88	12.48	13.22
Sales Equipment Service Trainees			

**Wage Bracket4**

Shippers & Receivers	12.28	12.90	13.65
Syrup Makers, Quality Control Men			

**Wage Bracket5**

Equipment Maintenance Men			
Stationary Engineer, 4th Class			
Sales Equipment Servicemen	12.76	13.40	14.18

**Wage Bracket6**

Journeyman Automotive Maintenance Men (holding N.S. Bus and Transport Certificate of Qualification)			
Equipment Maintenance Man holding N.S. certificate of Qualification, Plumbing Trade (i.e. Journeyman Plumber)	13.68	14.61	15.69

The Job Rate for a Lead Hand will be determined by adding a wage differential of:

- in the first year of this agreement, 60¢ per hour
- in the second year of this Agreement, 70¢ per hour
- in the third year of this Agreement, 80¢ per hour

to the Job Rate shown above for the highest classification of work normally performed by the men regularly led by that Lead Hand.

**17.02 Outside Employees** - The Wage Brackets and the hourly wage rates applicable to each such Wage Bracket, as set out below, shall be established for outside employees, other than temporary employees, and shall be maintained during the life of this Agreement.

Effective July 29/85    Effective July 29/86    Effective July 27/87

WAGE BRACKETS

Wage Bracket1			
Delivery Salesman	\$ 11.70	\$ 12.30	\$ 13.03
Wage Bracket2			
Delivery Salesman-in-Charge	12.56	13.20	13.98
Wage Bracket3			
Highway Tractor Trailer Driver	12.75	13.39	14.17
Wage Bracket4			
Sales Representatives	552/wk.	584/wk.	622/wk.

**17.03** It is understood and agreed that the Company in hiring any new employee, other than a temporary employee may pay him:

(a) until the commencement of the first work week following completion of his probationary period at a rate -

- in the first year of this Agreement, \$2.90 per hour
- in the second year of this Agreement, \$3.00 per hour
- in the third year of this Agreement, \$3.20 per hour

less than the Job Rate of the job to which he is assigned, and

(b) thereafter and until the commencement of the first work week following the completion of his subsequent three (3) months of continuous employment at a rate -

- in the first year of this Agreement, \$1.45 per hour
- in the second year of this Agreement, \$1.50 per hour

- in the third year of this Agreement,  
    **\$1.60** per hour  
less than the Job Rate of the job to which  
he is assigned, and

(c) thereafter at the **Job** Rate of the job to which  
he is assigned

**17.04** It is understood and agreed that the rate  
for temporary employees (as defined in clause  
2.05 hereof) will be:

- in the first year of this Agreement,  
    **\$3.85** per hour
- in the second year of this Agreement,  
    **\$4.00** per hour
- in the third year of this Agreement,  
    **\$4.10** per hour

less than the **Job** Rate of the job to which he  
is assigned.

**17.05** In addition to the hourly rates set out  
above, a sales representative will receive a  
bonus, at rates established by the Company,  
on beverage cooling or dispensing machines sold  
by him; subject, however, to the right of the  
Company to provide for the refund by the sales  
representative of a portion or all of the bonus  
originally paid to him on the sale of any such  
beverage cooling or dispensing machine in the  
event of its repossession.

**17.06** Where an employee is temporarily trans-  
ferred to a job which carries a higher rate of  
pay than the job from which he was transferred  
and provided that he remains in such higher  
rated **job** for a period of more than one (1)  
consecutive hour, he shall be paid at the higher  
rate for all time worked in such higher rated **job**.



**17.07** Where an employee is temporarily transferred to a job which carries a lower rate of pay than the job from which he was transferred and while work is available for him in the job from which he was transferred, he shall continue to be paid at the higher rate. Where, however, there is no work available for him in the job from which he was transferred, he shall be paid at the rate of the job to which he was transferred.

**17.08** In all cases of permanent transfers, the transferred employee will be paid the rate of the job to which he *is* transferred.

## **ARTICLE 18 - TECHNOLOGICAL CHANGE**

**18.01** (a) If, during the life of this Agreement, the Company wishes to make a technological change in its operations which would have the effect of abolishing existing job classifications or creating new job classifications or which would result in the lay-off of any regular employee, the Company agrees that, before introducing such technological change, it will meet with the Union to discuss the matter and to attempt to resolve the problem created by such technological change, as well as to attempt to lessen the impact of such technological change on the employees affected.

(b) If, as a result of a technological change in the Company's operations, an employee is assigned to a job having a lower rate of pay than the rate of pay he formerly received, he shall continue to be paid at his former rate of pay until the job rate for his new classification equals his former rate.

(c) If a regular employee should be displaced from his job by reason of a technological change in the Company's operations, and provided the employee has the necessary qualifi-

## **ARTICLE 21 - HEALTH INSURANCE PLANS**

**21.01** It is agreed that, subject to any future legislation affecting such matters, the arrangements described below will be continued in force during the life of this Agreement:

- (a) The Company's Extended Group Insurance Plan will remain in force and the Company will continue to pay 100% of the Life Insurance premiums and the Major Medical premiums and 75% of the Weekly Income Benefit premiums. Employees shall pay the balance of the latter premiums by weekly payroll deductions.

In addition, it is agreed that the following improvements will be introduced:

- (i) effective from January 1, 1986, Life Insurance coverage will be increased from **\$19,000** to **\$20,000**.
- (ii) effective from April 1, 1986, the schedule of Weekly Income Benefits will be extended as follows:
- Class 23 - **\$25,000** but less than **\$26,000**  
**\$325.00**
- Class 24 - **\$26,000** and up  
**\$340.00**
- (iii) effective from April 1, 1987, the schedule of Weekly Income Benefits will be further extended, as follows:
- Class 24 - **\$26,000** but less than **\$27,000**  
**\$340.00**
- Class 25 - **\$27,000** and up  
**\$350.00**
- (iv) effective from April 1, 1988, the schedule of Weekly Income Benefits will be further extended, as follows:

Class 25 - \$27,000 but less than \$28,000  
\$350.00

Class 26 - \$28,000 and up  
\$365.00

(b) The Company's Dental Care Insurance Plan will remain in force and the Company will continue to pay 50% of the premiums for such coverage. Employees shall pay the balance of such premiums by weekly payroll deductions.

**21.02** It is further agreed that, in consideration of past improvements and improvements contained in this Agreement, and subject to the provisions of the Unemployment Insurance Act, the Company shall retain in full any "Premium Reduction" which is or may become available from the Unemployment Insurance Commission upon their continued acceptance of the Company's plan of Weekly Income Benefits as a "qualifying registered plan".

## **ARTICLE 22 - DURATION OF AGREEMENT**

**22.01** This Agreement, with respect to the hourly wage rates set out in clauses 17.01, 17.02, 17.03 and 17.04, shall be effective from July 29, 1985. In all other respects, this Agreement shall be effective from date of execution. No person who was not in the employment of the Company on the date of execution shall be entitled to claim from the Company any amount arising from any increases in hourly wage rates effective from July 29, 1985. This Agreement shall terminate at July 24, 1988.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives at the City of Halifax, in the Province of Nova Scotia, this 18th day of December, 1985.

**UNION**

**Gary Foran**  
\_\_\_\_\_

**Michael Richardson**  
\_\_\_\_\_

**Everett Baker**  
\_\_\_\_\_

**Kevin LeBlanc**  
\_\_\_\_\_

**COMPANY**

**D. Senior**  
\_\_\_\_\_

**B. Lussier**  
\_\_\_\_\_

**J. Irvine**  
\_\_\_\_\_

**J. Reneaud**  
\_\_\_\_\_

**W. Edmonds**  
\_\_\_\_\_

**D.R.J. Fahie**  
\_\_\_\_\_

## **APPENDIX "A"**

Any matter referred to arbitration as provided for in Article 7 hereof shall be heard by a single arbitrator who shall be chosen having regard to his impartiality, his qualifications in the interpretation of agreements and his familiarity with industrial matters.

An earnest effort will be made by both the Company and the Union to reach mutual agreement on the person to be requested to serve as arbitrator but if such agreement cannot be reached within fifteen (15) working days of the date of notice of arbitration, then the parties shall make joint application to the Minister of Labour for Nova Scotia requesting that he appoint a suitable arbitrator. One third of the fees of, and the expenses incurred by, an arbitrator shall be paid by each of the Minister of Labour for Nova Scotia, the Company and the Union.

The rules of arbitration set out below shall govern the conduct of any arbitration proceedings hereunder.

### **RULES OF ARBITRATION**

1. Arbitration shall be held at the City of Halifax, in the Province of Nova Scotia.
2. In any arbitration:
  - (i) In the case of an Individual Grievance, the written representations of the employee made at Step 3 and the written decision therein of the Company representative shall be presented to the arbitrator and the award of the arbitrator shall be confined to determining the issue therein set out.

(ii) In the case of a Collective Grievance or a Company/Union Grievance, the submission in writing by one party and the written reply of the other party shall be presented to the arbitrator and the award of the arbitrator shall be confined to determining the issue therein set out.

3. The findings of the arbitrator as to the facts and as the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be conclusive and binding upon the Company, the Union and the employees. In any arbitration hereunder the presumption shall be until the contrary shall have been proven that the provisions of this Agreement have been complied with.
4. The arbitrator shall not be authorized to alter, modify or amend any part of this Agreement or to substitute his opinion or judgement for that of the Company; provided, however, that this restriction is in no way intended to limit the scope of action provided to the arbitrator under section 41 (d) of the Trade Union Act (Nova Scotia) with respect to grievances concerning discharge or discipline.
5. Each party to an arbitration shall be entitled, through counsel or otherwise, to present evidence, to cross-examine the witnesses of the other party and to present oral arguments. Briefs of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other.

6. Witness fees and allowances shall be paid by the party calling the witness.
7. No costs of any arbitration shall be awarded to or against either party.

#### APPENDIX "B"

Coca-Cola Ltd. PLANT \_\_\_\_\_

#### Authorization for Deduction of Initiation Fee

In consideration of my acceptance into membership in the Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, and in accordance with the provisions of clause 3.04 of the Collective Agreement in effect at the date hereof between the Company and the said Union, I hereby authorize the Company to deduct from the next weekly pay hereafter due to me such amount as is presently certified by the Union to the Company as being the amount of its current Initiation Fee.

DATED at \_\_\_\_\_, this  
day of \_\_\_\_\_, 19\_\_.

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Witness

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Employee

## APPENDIX "C"

Coca-Cola Ltd.

PLANT \_\_\_\_\_

### **Irrevocable Authorization For Deduction of Union Dues**

As a condition of my employment by the Company and in accordance with the provisions of clause 3.04 of the Collective Agreement in effect at the date hereof between the Company and the Canadian Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers, I hereby authorize the Company to deduct from each weekly pay hereafter due to me, such amount as may from time to time be certified by the Union to the Company as being the amount of Union Dues currently payable.

This authorization shall remain effective during the life, and any statutory extension, of the Collective Agreement in effect at the date hereof between the Company and the above-mentioned Union and of any Collective Agreement made thereafter between the Company and the said Union which contains provisions similar to those in the said clause 3.04

DATED at \_\_\_\_\_, this  
day of \_\_\_\_\_, 19 \_\_\_\_.

---

Witness

---

Employee



The Canadian Union of United Brewery, Flour,  
Cereal, Soft Drink and Distillery Workers,  
Local 361

Gentlemen,

Re: Collective Agreement  
Executed on December 18, 1985

Notwithstanding any of the provisions of the above-mentioned Collective 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 Representative:

1. If a regular, full time **job** as a Sales Representative becomes vacant, the job shall be posted and any employee in the category of delivery-salesman or delivery-salesman-in-charge may apply for it. The Company will thoroughly consider all applications received and may select the successful candidate from among them. On occasion, however, the Company may elect to also consider applications from persons not then in the Company's employ. In making its final decision between two or more candidates who in the opinion of the Company are equally suitable, the Company shall always give preference to the more senior of two existing employees and to an existing employee over a new hire. It is understood that determination of the job skills and personal attributes required to fill **any** particular vacancy, as well as the final selection decision against such criteria, are an exclusive responsibility of the **Com-  
pay.**

It is further provided, however, that such selection process will be applied by the Company in a fair and non-discriminatory manner and may be the subject of review through the Grievance Procedure, up to and including arbitration.

2. Temporary promotions to the position of Sales Representative may be made at the Company's discretion to meet the needs of the business. However, in making such promotions, the Company will give due consideration to the relative Seniority of the available and qualified employees.
3. It is recognized that work assignments within the category of Sales Representative shall be the sole responsibility of the Company.
4. The assigned duties of a Sales Representative may include the supervision and direction of other employees and, in such cases, the Sales Representative shall be responsible for the quantity and quality of the work of those reporting to him; provided, however, that such responsibilities shall not involve the exercising of any formal disciplinary action.
5. Should a Sales Representative be unable to fulfill the normal requirements of that position to the Company's satisfaction he may, after having been given a reasonable opportunity to achieve satisfactory performance levels, be reassigned to delivery work and, if necessary, may displace an employee in that job category. Before taking such action, the Company will review the circumstances

in detail, with a representative of the Union. It is further understood that this provision will not apply to cases involving misconduct which will continue to be dealt with on a disciplinary basis and be subject to the established grievance procedure.

6. The position of Sales Representative will be a salaried position carrying weekly rates as set out in Article 17 of the above-mentioned Collective Agreement. Approved compensating time off will be granted not later than during the calendar quarter following the quarter in which it was earned.
7. A Sales Representative may receive various forms of incentives, as determined from time to time by the Company, and it is agreed that such incentives may be introduced, changed or withdrawn without negotiations between the parties hereto.
8. The provisions of Article 9 of the Collective Agreement, relative to hourly-rated employees, shall not apply to the salaried position of Sales Representative.

FOR THE UNION

FOR THE COMPANY

It is further provided, however, that such selection process will be applied by the Company in a fair and non-discriminatory manner and may be the subject of review through the Grievance Procedure, up to and including arbitration.

2. Temporary promotions to the position of **Sales Representative** may be made at the Company's discretion to meet the needs of the business. However, in making such promotions, the Company will give due consideration to the relative seniority of the available and qualified employees.
3. It is recognized that work assignments within the category of Sales Representative shall be the sole responsibility of the Company.
4. The assigned duties of a Sales Representative may include the supervision and direction of other employees and, in **such** cases, the Sales Representative shall be responsible for the quantity and quality of the work of those reporting to him; provided, however, that such responsibilities shall not involve the exercising of any formal disciplinary action.
5. Should a Sales Representative be unable to fulfill the **normal** requirements of that position to the Company's satisfaction he may, after having been given a **reasonable** opportunity to achieve satisfactory performance levels, be reassigned to delivery work and, if necessary, may displace an employee in that **job** category. Before taking such action, the Company will review the circumstances

in detail, with a representative of the Union. It is further understood that this provision will not apply to cases involving misconduct which will continue to be dealt with on a disciplinary basis and be subject to the established grievance procedure.

6. The position of Sales Representative will be a salaried position carrying weekly rates as set out in Article 17 of the above-mentioned Collective Agreement. Approved compensating time off will be granted not later than during the calendar quarter following the quarter in which it was earned.
7. A Sales Representative may receive various forms of incentives, as determined from time to time by the Company, and it is agreed that such incentives may be introduced, changed or withdrawn without negotiations between the parties hereto.
8. The provisions of Article 9 of the Collective Agreement, relative to hourly-rated employees, shall not apply to the salaried position of Sales Representative.

FOR THE UNION

FOR THE COMPANY

CANADIAN UNION OF UNITED BREWERY,  
FLOUR, CEREAL, SOFT DRINK AND DIS-  
TILLERY WORKERS, Local 361

Gentlemen,

Re: Collective Agreement  
Executed on December 18, 1985

Notwithstanding any of the provisions of the above-mentioned Collective Agreement which may be to the contrary, it is mutually understood and agreed that the following arrangements and conditions shall apply to the positions of Sales Equipment Serviceman and Sales Equipment Service Trainee.

1. Candidates for a posted **job** vacancy as a Sales Equipment Service Trainee shall:
  - (a) Successfully complete an appropriate aptitude test prior to appointment; and
  - (b) Be prepared to undertake and successfully complete a prescribed course of Company sponsored training; and
  - (c) Hold a valid, appropriate driver's licence.
2. The successful candidate for a posted vacancy in the position of Sales Equipment Service Trainee will be appointed to that position on the condition that he undertake such training as the Company may require.
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, may displace the employee who succeeded him in that position.

4. The training program referred to herein currently consists of a correspondence course administered by an 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 and a Sales Equipment Service Trainee.
5. On successful completion of the training program (including demonstration of the required knowledge, skills, etc.), a Sales Equipment Service Trainee shall thereupon be reclassified and paid as a Sales Equipment Serviceman.
6. In the event that the Company has no employee who can:
  - (a) meet the requirements for a vacancy as a Sales Equipment Service Trainee, or,
  - (b) meet the requirements for a vacancy as a Sales Equipment Serviceman;the Company may hire a new employee who does possess the necessary qualifications to satisfactorily fulfill the requirements of the vacant position.

**FOR THE UNION**

**FOR THE COMPANY**

THE CANADIAN UNION OF UNITED  
BREWERY, FLOUR, CEREAL, SOFT DRINK  
AND DISTILLERY WORKERS, Local 361

Re: Collective Agreement  
Executed on December 18, 1985

The Company and the Union agree to the introduction, on a trial basis, of a procedure whereby there shall be an opportunity for transfer between the "inside" and "outside" seniority groups. In administering such transfers, the following procedures shall apply.

1. Any regular employee having seniority standing who wishes to permanently transfer from the "inside" seniority group to the "outside" seniority group, or vice-versa, shall so notify the Company, in writing.
2. When, after completion of the **job** posting procedures, a vacancy exists which the Company would otherwise fill by a new hire, the Company shall, before hiring a new employee, give consideration to those employees who have filed notice of their desire for transfer between seniority groups. The most senior qualified candidate then on the transfer list shall be transferred. If there is no qualified candidate for a particular vacancy, the Company may then hire a new employee.
3. Employees changing seniority group under these arrangements shall carry their full seniority with them into the new seniority group but shall not exercise same under the job posting procedure for a period of twelve (12) months following the transfer.



4. It is understood and agreed by the parties that an employee wishing to transfer under these arrangements must be capable of satisfactorily performing the work so made available to him. In keeping with that understanding, it is agreed that a six (6) month trial period shall apply from the date of transfer during which the transfer may be reversed, if so requested by the employee or by the Company. In such case, the reverting employee may displace the employee who replaced him in his previous position. An employee may transfer from one seniority group to the other once during his employment with the Company.
5. This opportunity for transfer between seniority groups shall apply to normally occurring vacancies only - i.e. it shall not apply to a "vacancy" which has been created by the granting of an inter-group transfer under these provisions.
6. The Company may fill any vacancy temporarily pending completion of the job posting and transfer provisions.

FOR THE UNION

FOR THE COMPANY

THE CANADIAN UNION OF UNITED  
BREWERY, FLOUR, CEREAL, SOFT DRINK  
AND DISTILLERY WORKERS, Local 361

Gentlemen,

Re: Collective Agreement  
Executed on December 18, 1985

It is agreed that, on the next occasion that a regular employee qualified for issue of safety boots, such employee may purchase such footwear from suppliers approved by the Company and the Company shall bear the cost of same, up to a maximum of \$60. per employee, per year. Any cost in excess of the \$60. allowance shall be paid by the employee. To meet the required safety standards, all such footwear must have steel toe caps and puncture resistant soles (green patch) and any additional safety footwear purchased for at-work wear must meet the same specifications.

Probationary employees are required to purchase their own approved safety footwear and will receive the \$60. allowance on successful completion of their probationary period and appointment as a regular employee.

Temporary employees are required to provide their own approved safety footwear.

FOR THE UNION

FOR THE COMPANY

THE CANADIAN UNION OF UNITED  
BREWERY, FLOUR, CEREAL, SOFT DRINK  
AND DISTILLERY WORKERS, Local 361

Re: Cost-of-Living Adjustment  
1985 - 1988 Collective Agreement

General Description

At the end of the third year, a lump sum C.O.L.A. will be paid for all hours worked during that year, at the rate of 1 cent per hour for each 0.3 point change in the C.P.I. - Canada (1971 = 100) in excess of 6% in that year.

Formula

A C.O.L.A. will be paid to all Regular Employees holding seniority standing at July 31, 1988, based on all hours paid for by the Company for the period from August 1, 1987 to July 31, 1988 and the rate of 1¢ per hour for each full 0.3 point change in the C.P.I. - Canada (1971 = 100) during the period from August 1987 to July 1988, calculated by subtracting the C.P.I. for the month of July 1987, after increasing same by 6%, from the C.P.I. for July 1988. Such adjustment to be paid in a lump sum as soon as is practical following release of the July 1988 C.P.I. value.

FOR THE UNION

FOR THE COMPANY

THE CANADIAN UNION OF UNITED  
BREWERY, FLOUR, CEREAL, SOFT DRINK  
AND DISTILLERY WORKERS, Local 361

Re: 1985-86 Christmas/New Year Holiday  
Closings

It is agreed that the Company will schedule regular operations on Saturday, December 14, 1985 and Saturday, December 28, 1985 in lieu of operating on Monday, December 23, 1985 and on Friday, January 3, 1986. This will create a 6 day "closing" over Christmas and a 5 day "closing" at the New Year.

To accomplish this, it is agreed that, notwithstanding any of the provisions of the Collective Agreement which may be to the contrary, the following provisions shall apply:

1. Saturday, December 14, 1985 shall be a regular, scheduled day of operation. Employees working on such day will be compensated for same at their regular, straight-time hourly rates (i.e. the provisions of clause 9.05 shall not apply in this case. To maintain normal weekly wages, payment of wages for December 14th shall be included on the payroll for the week beginning December 22, 1985.
2. On Monday, December 23, 1985, employees will receive a one day unpaid leave of absence (but will be paid for work performed on December 14, 1985).

3. Saturday, December 28, 1985 shall be a regular scheduled day of operation. Employees working on such day will be compensated for same at their regular, straight-time hourly rates (i.e. the provisions of clause 9.05 shall not apply in this case. To maintain normal weekly wages, payment of wages for December 28th shall be included on the payroll for the week beginning December 29th.
4. On Friday, January 3, 1986, employees will receive a one day unpaid leave of absence (but will be paid for work performed on December 28, 1985).
5. December 24, 25 and 26, 1985 and January 1 and 2, 1986 shall be Observed Holidays and shall be paid in accordance with the provisions of Article 11.
6. The provisions of clause 9.06 (Saturday/Sunday Premium) will apply to employees for whom work on December 14th or December 28th is part of their normal, scheduled work week, but shall not apply to those employees who are scheduled to work on such days only be reason of these special provisions.
7. While the above provisions reflect the intended revision in normal days of operation during the Christmas/New Year period, the Company necessarily reserves the right to alter the schedule for any individual whose normal work pattern does not correspond to the normal work pattern of the majority of the employees or to otherwise schedule work to meet urgent or emergency condition.

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**FOR THE UNION**

**Gary Foran**

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**Michael Richardson**

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**Everett G. Baker**

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**Kevin LeBlanc**

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**FOR THE COMPANY**

**D. Senior**

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**B. Lussier**

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**Joel Irvine**

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**J. Reneaud**

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**B. Edmonds**

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**D. Fahie**

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