

MEMORANDUM OF AGREEMENT – November 8, 2023

Between: **Coca-Cola Canada Bottling Ltd., (Prince George)**

And: **Service Employees International Union Local 2, Branch Local 300**

The Union and the Company met for collective bargaining arising after a Notice to Bargain and concluded a tentative agreement on the terms established in this Memorandum of Agreement on November 8, 2023.

The Union Bargaining Committee unanimously recommends this tentative settlement for ratification as per the following:

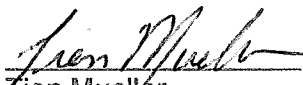
1. All provisions of the previous Collective Agreement (with a term of November 1, 2020 to October 31, 2023 shall remain the same except for the changes set out herein.
2. This Memorandum of Agreement is subject to ratification by the Union. Ratification will be communicated immediately following the vote.
3. All provisions of the renewed Collective Agreement or in this Memorandum of Agreement will become effective on date of ratification, unless specified otherwise.
4. The parties recognize that the implementation of the collective agreement will take some time as there are numerous changes to pay scales etc. that need to be implemented.

DATED AT Prince George, BC, on the 8th Day of November 2023.

FOR THE UNION


Raj Dhaliwal

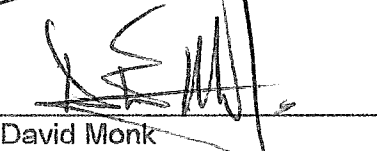

Colton Richards


Tien Mueller


Trevor Fletcher

FOR MANAGEMENT


Darryl Serafini


David Monk


Ashley Whiteway

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ARTICLE IV - HOURS OF WORK

Section 2

(d) Employees not on approved leave of absence will be entitled to the following holidays with pay:

1. NEW YEARS DAY
2. VICTORIA DAY
3. CANADA DAY
4. B.C. DAY
5. CHRISTMAS DAY
6. LABOUR DAY
7. GOOD FRIDAY
8. THANKSGIVING DAY
9. REMEMBRANCE DAY
10. BOXING DAY
11. FAMILY DAY

12. TRUTH & RECONCILIATION

12.13. (2) FLOATING HOLIDAYS

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

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

ARTICLE IV - HOURS OF WORK

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

ARTICLE IV - HOURS OF WORK

Section 5 Every ~~six (6)~~ three (3) months, the Company will supply the Union with a Seniority List in ~~triplicate~~ of all employees covered by this Agreement; said list to contain the names, classifications and seniority date of each employee.

ARTICLE X - ANNUAL VACATIONS

Section 6 Vacations shall be awarded on the following basis:

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

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

ARTICLE XIII - DISCHARGE CASES

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

ARTICLE XIV - UNIFORMS AND FOOTWEAR

Section 2 (a) Upon presentation of receipts, the Company will pay the cost of safety footwear as approved by the Company to a maximum of ~~\$200.00~~ \$225.00 annually. To meet the required approval standards, all such footwear must meet Company guidelines.

ARTICLE XVI - HEALTH AND WELFARE

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Section 3:

WIB and LTD

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

1. The Weekly Income Benefit ("W.I.B") coverage will be a maximum of 75% of salary. The maximum benefit period is 26 weeks. The Company will pay 100% of the W.I.B. premiums.
2. The Long Term Disability Insurance Program ("L.T.D.") for all regular full-time employees includes the following features:
 - (a) The benefit will be based on 75% of regular straight-time earnings in effect at the time disability commences, up to a maximum monthly benefit of two thousand dollars (\$2,000.00).
 - (b) Benefits will be payable monthly, after a qualifying W.I.B. period of 26 weeks of continuous absence due to "disability", and will continue as long as "total disability" lasts, up to age 65 or until the employee's date of retirement, whichever comes first.
 - (c) "Disability" will mean an incapacity which prevents the employee from performing their regular duties during the qualifying W.I.B. period of 26 weeks and the following L.T.D. benefit period of 104 weeks. If still disabled after a combined benefit period of 130 weeks, disability is then considered total if it prevents the employee from performing any work for which they are reasonably qualified by education, training or experience.
 - (d) Benefits payable under the L.T.D. plan will be reduced by the amount of disability income benefit, if any, payable by the Canada/Quebec Pension Plan (primary benefit only) or by WSIB. The policy shall include such limitations and restrictions as are usually found in L.T.D. policies.
 - (e) Participation in the L.T.D. plan will be mandatory for all eligible employees on completion of the probationary period. Coverage is effective on the date the employee becomes eligible, provided they are at work on such date. If the employee is absent from work on the date of eligibility, L.T.D. coverage will not become effective until they return to active employment.
 - (f) Pre-existing conditions are not covered unless the employee, after becoming insured, has been actively working for 3 consecutive months with no absence related to the pre-existing condition.

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

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

ARTICLE XXIII - DURATION OF AGREEMENT

Section 1 This agreement shall be effective from November 1, ~~2020~~ **2023** to and including October 31, ~~2023~~ **2029** and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party anytime within four (4) months prior to the expiration of the Agreement. It is mutually agreed the operation of sub-section 2 of section 66 of the Labour Code of B.C. Act is specifically excluded from the Agreement. During such period of negotiations this Agreement shall remain in full force and effect.

APPENDIX "A"

General wage increases for all job classifications:

All Classifications:

November 1, 2023	4.0% General wage increase
November 1, 2024	4.0% General wage increase
November 1, 2025	4.0% General wage increase
November 1, 2026	3.0% General wage increase
November 1, 2027	3.0% General wage increase
November 1, 2028	3.0% General wage increase

Job Classification	Nov 1, 2023	Nov 1, 2024	Nov 1, 2025	Nov 1, 2026	Nov 1, 2027	Nov 1, 2028
Warehouse Worker & FLO	<u>\$31.60</u>	<u>\$32.86</u>	<u>\$34.17</u>	<u>\$35.20</u>	<u>\$36.25</u>	<u>\$37.34</u>

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Sales Equipment Service Trainee	<u>\$32.13</u>	<u>\$33.41</u>	<u>\$34.75</u>	<u>\$35.79</u>	<u>\$36.86</u>	<u>\$37.97</u>
Sales Equipment Serviceperson	<u>\$33.21</u>	<u>\$34.54</u>	<u>\$35.92</u>	<u>\$36.99</u>	<u>\$38.10</u>	<u>\$39.25</u>
Delivery Driver	<u>\$33.79</u>	<u>\$35.14</u>	<u>36.55</u>	<u>\$37.64</u>	<u>\$38.77</u>	<u>\$39.94</u>
Merchandiser	<u>\$23.23</u>	<u>\$24.16</u>	<u>\$25.13</u>	<u>\$25.88</u>	<u>\$26.66</u>	<u>\$27.46</u>
Temporary Warehouse Worker & FLO hired after December 10, 2017	<u>\$20.33</u>	<u>\$21.15</u>	<u>\$21.99</u>	<u>\$22.65</u>	<u>\$23.33</u>	<u>\$24.03</u>

Job Classification	<u>Nov 1, 2023</u>	<u>Nov 1, 2024</u>	<u>Nov 1, 2025</u>	<u>Nov 1, 2026</u>	<u>Nov 1, 2027</u>	<u>Nov 1, 2028</u>
<u>Class 5 Delivery Driver</u>	<u>\$30.79</u>	<u>\$32.02</u>	<u>\$33.30</u>	<u>\$34.30</u>	<u>\$35.33</u>	<u>\$36.39</u>

The Company agrees that Delivery Drivers who may be displaced/transferred/laid-off from their current delivery postings into the Class 5-Class Delivery Driver classification will be paid at their current Delivery Driver wage rate. The Company will agree to meet with the Union prior to the implementation of Class-5 classification to discuss various items such as (implementation, training, etc.)

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APPENDIX "B"

TWELVE (12) HOUR SHIFTS

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

APPENDIX "C"

Sales Equipment Service Trainee

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

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

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

LETTER OF UNDERSTANDING #5

BETWEEN:

Coca-Cola Canada Bottling Limited (Prince George, B.C.)

AND

Brewery, Winery & Distillery Workers, Local 300
Service Employees International Union Local 2, Branch 300

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RE: DRIVERS MERCHANDISING

It is understood and agreed that those full-time Delivery Drivers who are employed by the Company as of November 1, ~~2005~~2021 and would otherwise be laid off from work shall have the opportunity to perform Merchandiser work. Such work shall be compensated at the designated rate of pay listed below for all hours worked in that classification.

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

- November 1, 2023 \$26.46
- November 1, 2024 \$27.52
- November 1, 2025 \$28.62
- November 1, 2026 \$29.48
- November 1, 2027 \$30.36
- November 1, 2028 \$31.27

All full-time Delivery Drivers hired by the Company after November 1, ~~2005~~2021 and who would otherwise be laid off from work shall have the opportunity to perform Merchandiser work and shall be compensated at the “Merchandiser” rate of pay as designated in Appendix “A” for all hours worked in that classification.

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

DELETE FOLLOWING LETTERS:

LOU #1 RE: Sales Equipment Service Trainee
LOU #2 RE: Outside Vehicle Washing Service
LOU #8 RE: WIB & LTD

RENEW FOLLOWING LETTERS:

LOU #3 Equipment Delivery

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LOU #4 Merchandising Work

LOU #6 Base Plus Commission Pay

LOU #7 Third Party Distribution

Edits to New CBA:

- Replace all references to BWDW Local 300 to Service Employees International Union Local 2, Branch Local 300 throughout CBA