

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN LINEN AND UNIFORM SERVICE CO.**

**KAMLOOPS, B.C.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**May 1<sup>st</sup>, 2001 - April 30<sup>th</sup>, 2004**

**DON MCGILL**

## **Secretary-Treasurer**

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THIS AGREEMENT is made and entered into this                    day of                    , 2002.

**BETWEEN:**                    **CANADIAN LINEN AND UNIFORM SERVICE CO.**  
939 McMaster Way  
Kamloops, B.C. V2C 1A1

(hereinafter referred to as the "COMPANY")

**AND:**                    **TEAMSTERS LOCAL UNION No. 213,**  
Affiliated with the International Brotherhood  
of Teamsters, of the City of Vancouver,  
Province of British Columbia

(hereinafter referred to as the "UNION")

1.    PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to:

- (a)    Establish employment conditions which will provide the best income and security for employees and the Company by ensuring the business is successful in a competitive market.
- (2)    Maintain a harmonious relationship between the Employer and the employees, to define clearly the hours of work, rates of pay, and conditions of employment to provide for an amicable method of settling any differences which may arise from time to time and to promote the mutual interest of the Employer and the employees; and to promote and maintain such conditions of employment.

The employees agree to devote the whole of their time and energy to the performance of their duties, and while employed shall not be concerned in any business or pursuit competitive to the Employer. If any employee works for an Employer who is a competitor, this shall be just cause to discharge the employee.

2.    BARGAINING AGENCY AND DEFINITION

- (a)    The Employer recognizes the Union as the sole collective bargaining agency of all employees at 939 McMaster Way, in the City of Kamloops, Province of British Columbia, as set out in the Certificate of Bargaining Authority, and/or this Agreement.

- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (3) Except as provided for below, all work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article 4(c) herein.  
No work which the CSR employees perform within the boundaries established by the Certificate shall be sub-contracted out in any manner, except in any justified emergency. The Employer may continue use supervising/management staff to perform bargaining unit work where no bargaining unit employees are immediately available.
- (d) **Regular Employees** - are those employees who are regularly scheduled to work on a full-time basis (40 hours per week) or part-time basis (less than 40 hours per week).
- (e) **Vacation/Holiday Relief** - The Employer may hire Student/Relief employees. Student/Relief employees will not be entitled to regular employee benefits other than the Employment Standards Act provisions.

The pay rate for Student/Relief employees will be at the CSR base rate in Appendix "A".

The Student/Relief employee may apply for a regular position. His/her hours worked will apply to the probationary period.

- (f) **CSR** - These employees will be hired at the CSR base rate as stated in Appendix "A".

If a Student/Holiday Relief employee is selected for a regular position while employed, the days worked in his/her most recent position shall be counted towards the employee's probationary period as defined in Article 21(e).

- (g) **Unanticipated Emergency** - when used in this Agreement shall mean a plant breakdown or shutdown of major proportion, i.e. total power failure or boiler ceases to function, delay in arrival of delivery truck in Kamloops from Vancouver, or other similar circumstances.

### 3. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the date

of ratification until June 30<sup>th</sup>, 2004 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

#### 4. UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whomever they choose, subject to the Seniority provisions contained herein. The Employer shall, however, give the Union the first opportunity to refer suitable applicants by phoning the Union at the time the Employer will be receiving applicants for employment.
- (b) The Employer further agrees that he shall not knowingly employ in any job coming under this Agreement any person who is otherwise employed by another employer, such that their total employment exceeds forty (40) hours per week.
- (c) The Employer agrees, however, that when it does hire new employees who are not referred by the Union, those employees shall fill in the required Union membership cards before commencing work and such cards shall be forwarded to the Union office within forty-eight (48) hours.

All employees shall be required to be a member of the Union as a condition of employment with the Employer.

- (d) Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall upon written notification from the Union, discharge such employee.

**5. DEDUCTION OF DUES, ETC.**

- (a) The Union shall each month mail to the Employer a check-off form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees will be required to sign authorization for check-off the Union dues and fees which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such check-off shall be irrevocable during the term of this Agreement.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of each following month, and one (1) copy of the check-off list as above mentioned.
- (d) The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of the employee.

**6. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE**

- (a) The Employer shall allow time off work, without pay, to one (1) employee to serve as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) (i) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him or her from reporting to work he or she will automatically be granted leave of absence, without pay, until such time as they can properly return to work. Such absence will not exceed twelve months



except by mutual consent of the parties.

This provision does not restrict the right of the Employer to terminate an employee for cause on a non-disciplinary basis because the employee's attendance record is unsatisfactory. The parties recognize just cause for such terminations must exist based on the employee's record of absences, expectations for future attendance, length of service, and other factors which may be relevant.

A Union Business Representative accompanied by a Steward will be involved in the review of attendance records and discussion of attendance concerns with employees.

The Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

- (ii) If an employee desires a leave of absence for reasons other than those referred to above, he or she must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union.
- (iii) In any instance where an employee accepts other employment without the consent of Management, when on leave of absence or vacation for any reason, his or her employment may be terminated, subject to proper proof of same.
- (4) Any employee who receives a personal leave of absence of twenty-eight (28) days or longer shall pay the premiums for the Health & Welfare Plan including MSP for the duration of the leave of absence.
- (d) When an employee suffers an injury or illness or other reason which requires his or her absence, they shall report the fact to the Employer as soon as possible, prior to their starting time so adequate replacement may be made if necessary. Employees must keep the Employer and the Local Union notified of the correct address and telephone number at all times.
- (e) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for five (5) days for: husband, wife, mother, father, children; full pay for three (3) days for: sister, brother, mother and father-in-law, sister and brother-in-law, and step-parents. Bereavement leave of one (1) day with pay for grandparents and spouse's

grandparents. Conditions for leave of absence shall be attendance, arrangements of funeral, or compassionate circumstances.

- (f) Any time taken by an employee to attend court as a juror will be entitled to unpaid leave in accordance with the applicable provisions of Part 6 of the Employment Standards Act.

#### 7. SHOP STEWARD

- (a) There shall be one Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement. There shall be no discrimination against the Shop Steward for lawful Union activities. The Shop Steward shall be an employee of the Employer.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- (d) The Union will advise the Employer of the identity of the Shop Steward and will also give notice within seventy-two (72) hours of any new appointment or removal thereof.
- (e) The Shop Steward shall be allowed to take up grievances with Management during working hours, without loss of pay.
- (f) Copies of Employer bulletins, including lay-off notices pertaining to Union members which exceed one (1) week, shall be given to the Shop Steward at least twenty-four (24) hours prior to such notice being applicable, except dismissal for cause. When an employee is dismissed, the Shop Steward shall be advised of the dismissal at the time. A copy of such notices shall be mailed to the Union Office.
- (g) If the Employer lays off or discharges the Shop Steward, the Union shall be advised prior to such layoff or discharge, except discharge for cause.

#### 8. WORK CLOTHES

- (a) The Employer shall provide and maintain for each employee, free of charge, the following:
  - (i) A uniform and/or coveralls of the Employer's choosing. The Employer will endeavour to maintain the uniforms and/or coveralls in good order and

repair. Employees who have problems in respect to the state of wear of his/her uniform shall call same to the Service Manager so corrective action may be taken.

(ii) The aforesaid uniforms shall comprise of at least two (2) pair of pants with a matching zipper jacket and a matching rain jacket of light waterproof material. Suitable shirts will also be provided in keeping with each branch's work content. The Employer may provide coveralls and work gloves where necessary.

(iii) If employees are required to change said uniforms on the Employer's premises each day, to and from their own clothes, the Employer shall provide a private changing room with private lockers, with locks, and also showers. Employees may be requested to leave the jacket of their uniform at the Employer's premises at the end of each work day.

## 9. UNION NOTICES

The Employer agrees to provide space that is readily accessible for the Official Union notices of direct interest to the employees and that there shall be no interference by the Employer with said Notice Board.

The following items must be posted on said Notice Board:

(i) A copy of this Agreement;

(ii) Valid Seniority Lists to be revised every six (6) months and a copy to be sent to the Union;

(iii) All recommendations of the Safety Committee, if applicable.

## 10. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, or any Statute of the Province of British Columbia or Canada. Any such agreement will be null and void, except as set out in Appendix "B" concerning CSRs.

Management agrees that before effecting any wage rate other than those set out in this Agreement, it shall first discuss same with the Union Agent. No changes shall apply unless coming under the provisions of Articles 14 and 15 of this Agreement.

## 11. PROTECTION OF RIGHTS

The Employer shall not require any Union member to cross a legal picket line or to accept any product or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person or employees of any person with whom a Union has a legal picket or placard line around or against.

## 12. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) The employer shall give notice of the existence of this Agreement any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union not later than the date of the take-over. The Union shall also be informed of the nature of the transaction, not including financial details.
- (c) The Employer shall not require, as a condition of continued employment, that an employee purchase or assume any propriety interest or other obligation in the business, or to provide any truck or vehicle to perform his job.

## 13. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The Steps of the Grievance Procedure shall be as follows:

**STEP I** The employee and the Shop Steward, within ten (10) working days, shall present a grievance,

in writing, to the Foreman or Supervisor. The Employer shall, within ten (10) working days, present a grievance, in writing, to the employee concerned who shall have the right to have the Shop Steward present. A written response to the grievance will be given within ten (10) working days. Intent to move the grievance to Step II must be filed within ten (10) working days of the response.

**STEP II** Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute within ten (10) working days. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

**STEP III** The party desiring Arbitration shall notify the other party in writing of its intention.

The parties will thereafter agree on an Arbitrator to decide the grievance. Where no agreement on an Arbitrator is reached, either party may apply under the *Labour Code* for appointment of an Arbitrator.

- (c) If the Arbitrator finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay, and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitrator finds circumstances which in the opinion of the Arbitrator makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Arbitrator shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties, regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 25(b) herein, the Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear their own expenses and the parties will equally bear the expenses of the Arbitrator.

- (d) Any discharged or suspended employee, within three (3) working days of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitrator.
- (e) If adverse statements are to be put into any employee's personnel file, a copy of the same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the adverse statement, otherwise it shall be null and void.

#### 14. JOB POSTING

(a) If a new position is created or if a vacancy exists the Employer agrees:

- (i) to post the job for a period of 48 hours;
- (ii) before hiring outside, to offer the job to the employee applicant who in the opinion of the Employer has the best skills, experience and qualifications. Where the Employer considers that the skills, experience and qualifications are equal then the most senior employee applying will be awarded the job.
- (iii) a vacancy does exist when an employee is assigned to cover for absences due to sickness, injury, vacations or leave of absence of other employees or in situations of initial route development. An initial route development need not be posted for the first six months; and

- (iv) notwithstanding the provisions of Article 14 above, the Employer retains the right to transfer employees from one route to another either on a temporary or permanent basis.

15. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The Employer shall not introduce or implement any technological change covering the job content of the bargaining unit until and unless:
  - (i) The Employer has given appropriate notice in writing to the Union of its intention to introduce a technological change;
  - (ii) The Employer has given first opportunity to the employees then on the payroll, through the Job Posting Procedure, to receive training required by such technological change;
  - (iii) The parties agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration.

16. SEVERANCE PAY

- (a) Any employee whose employment is involuntarily terminated through no fault of his own by the Employer shall receive their severance pay as follows:

0	-	1 year	-	nothing
1 year	-	5 years	-	½ weeks pay for each year or fraction
In excess of 5 years	-		-	1 weeks pay for each year of service
- (b) Severance pay may not be applicable in the event of a layoff of an employee unless the layoff without recall exceeds a period of nine (9) months. If an employee chooses to accept severance pay prior to the expiration of the nine (9) months, he shall forfeit his seniority rights at that time.
- (c) When an employee has worked a minimum of 1,500 hours in his calendar year running from anniversary date to anniversary date, he shall be eligible for severance pay as set forth.

Absence due to illness or accident up to one year or vacation will be deemed time worked for the purpose of

severance entitlement.

17. PAY DAY AND PAY DAY STATEMENTS, ETC.

- (a) All employees covered by this Agreement shall be paid not less frequently than on alternate Fridays, one-half hour before the end of shift, all wages earned by such employees to a day not more than six (6) days prior to the day of payment. Should the regular cheques be unavailable for any reason, the Employer shall issue replacement cheques by the end of the shift on Friday to all employees in the amount equal to the net amount of the regular cheques.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.
- (c) When there is an error of short payment of significant size, this shall be corrected and any monies owing be paid not later than two (2) working days from the date the Employer's payroll official is notified of the error.

18. ANNUAL VACATIONS

- (a) (i) No later than January 15<sup>th</sup> of each year, the Employer shall post the vacation list for the CSRs, and each employee in order of seniority shall apply for his or her vacations on the appropriate list at a time same is desired, and such request must be completed by March 15<sup>th</sup> of each year. Any employee not having posted his request by this date may be assigned a vacation period by the Employer. Once the lists are completed, vacations shall not be altered except by mutual consent of the employee and the Employer. Employees will be allowed to choose weeks in which General Holidays fall.
- (ii) The Employer and the Union shall accept the responsibility of ensuring that employees select their vacations in an orderly manner. Should any employee delay the procedure he shall be advised, in writing, that he will be bypassed if he has not selected his vacation within a specified time. When the bypassed employee does select his vacation he shall only be entitled to select whatever week(s) remain available at that time.



- (b) CSR Employees who are entitled to three (3) or more weeks vacation may receive three (3) weeks vacation between May 1<sup>st</sup> and September 30<sup>th</sup> each year, if they so choose. However, there shall not be more than one (1) CSR employee away on vacation at any one (1) time.
- (c) An employee's anniversary date of latest hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- (d) Vacation entitlement shall be as follows:

COMPLETED YEARS	WEEKS	HOURS APPLICABLE OF SERVICE	ENTITLEMENT PAY PERCENTAGE
1	2	80	4 %
4	3	120	6 %
9	4	160	8 %
14 or more	5	200	10%

An employee's vacation pay shall be calculated on the applicable percentage of the employees' salary and commission earnings during the year of employment entitling the employee to the vacation pay.

- (5) If an employee leaves the employ of the Employer before he is entitled to vacation, he shall receive the applicable percent of the salary and commissions earnings he received while in the employ of the Employer.
- (f) If an employee leaves the employ of the Employer after he has received the vacation pay earned for the previous year, he shall receive the applicable percentage of his pay for the year in which he ends his employment for which no vacation has been paid.
- (g) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated, and the appropriate vacation pay the employee is entitled to.

- (h) In the event an employee becomes injured or ill just prior to the taking of their annual vacation or during vacation becomes injured, upon approval of the illness or injury claim by the authorized insurance carrier and employee shall have the right to defer the remainder of his vacation period to a later date. However, the employee waives the right to take his annual vacation in seniority, that is, the employee may not "bump" any other employee who has signed for their vacation dates.
- (i) The cost of any Doctor's Certificate or required medical proof shall be borne by the employee. Upon failure to produce same, the employee shall be deemed to have taken his vacation.

#### 19. GENERAL HOLIDAYS

- (a) It is agreed that all employees shall be entitled to the following General Holidays with pay, based on eight (8) hours of their applicable rate, plus any shift premiums to which they would normally be entitled:

New Year Day	B.C. Day
Good Friday	Remembrance Day
Victoria Day	Labour Day
Canada Day	Christmas Day
Thanksgiving Day	Boxing Day

- (b) Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday, shall in addition to their regular Holiday pay, receive one and one half times their hourly rate for all hours worked during that shift.
- (c) The Employer agrees that if during the life of this Agreement either the Federal or Provincial Government declares any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.

It is agreed that the General Holidays shall take place when specified as legal Holidays by the Federal or Provincial Government.

- (d) In order to be eligible for pay for a General Holiday an employee must have worked his or her complete scheduled shift on the last scheduled work day prior to and his or her first scheduled work day after the General Holiday; except for circumstances as set out in (e) and (f), or

for accident or illness which will require a medical certificate.

- (e) To be eligible for General Holiday pay, temporary employees must also work fifteen (15) days in the twenty-two (22) days surrounding the holidays, meaning before and after the holidays.
- (f) An employee shall be paid for a General Holiday if it falls on his weekly days off, his annual vacation, Jury Duty, or bereavement leave. The employee shall be given a day off with pay, or an extra day's pay at a mutually agreed time.

## 20. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer on the date of his discharge.
- (b) If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6<sup>th</sup>) day.
- (c) The Employer shall give an E.I. Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

## 21. SENIORITY

- (a) There shall be a seniority list for CSR employees.
- (b) The Employer shall every six (6) months supply the Union with complete Seniority lists setting out the names and date of employment of all employees regardless of how many hours they work. A copy of these lists will also be posted on the Bulletin Board as per Article 9(ii).
- (c) Seniority for full-time employees shall be length of service within the Bargaining Unit. All employees must complete their probationary period before they will be considered to have gained seniority status and rights under this Agreement. The seniority date for the employee will then be established in accordance with Article 21(e)(ii).

Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.

- (d) (i) Layoffs and recall for all employees shall be based

on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided the senior employee has the ability to perform the work available.

**(5) Probationary Period**

- (1) A probationary period of eighty-eight (88) days actually worked shall apply in the case of new employees before seniority commences.
- (2) All employees laid off shall not be required to work another full probationary period. After completion of the probationary period, all full time employees shall be entitled to the rank of seniority as to the date a full time employee entered the employment of the Employer.

**(f) Seniority shall be lost if an employee:**

- (1) voluntarily leaves the employment of the Employer; or
- (2) is discharged for cause; or
- (3) after a layoff, fails to report for work for two (2) working days after being recalled by telephone and/or registered letter; or
- (4) is on continuous layoff for nine (9) months, or accepts severance pay prior to expiration of nine (9) months; or
- (5) If absent without leave for three (3) working days without a legitimate reason and without direct communication with the Employer as per Article 6(d). Said legitimate reason to be provided on return.
- (6) where any employee has been promoted by the Employer to a position outside the bargaining unit, and within ninety (90) days ceases to hold this position, such employee shall be reinstated within the bargaining unit and placed in the job to which his ability and seniority entitles him as a member of the bargaining unit.

**22. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) Regular full-time employees will normally be scheduled for a 40-hour work week consisting of eight hours per day (five days per week) or 10 hours per day (four days per week), as required by the Employer.
- (b) In case of unanticipated emergency, or where fewer hours of work are required by the Employer, regular full-time

employees may be scheduled to work less than 40 hours per week.

- (c) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed as equally as possible amongst those employees concerned who normally perform such work.

Where overtime is required for CSR's the CSR or CSR Foreman is to inform the Service Manager or some other responsible management person, so that the circumstances can be surveyed and a decision forthcoming immediately as to what action should be taken.

Employees may, for legitimate reasons, refuse to work overtime.

All overtime must be approved by Management. When CSR's work overtime the person authorizing the overtime shall sign the employee's time card.

- (d) Employees absent from work who would otherwise be laid off (i.e. sickness, accident or vacation) and cannot be contacted to be given layoff notice, shall be entitled to be given layoff notice at the beginning of their first shift to commence at the end of that shift.
- (e) Overtime for all employees shall be paid as follows:
- (i) one and one-half times the regular wage for hours worked in excess of 40 hours a week, and double the employee's regular wage for any time worked over 48 hours a week;
  - (ii) the Employer and Union recognize that CSR's are sometimes able to complete their route in less than the scheduled daily hours, while on other days additional time beyond the scheduled daily hours is required to complete the route. The Employer and Union agree that the existing practice of:
    1. permitting employees to leave work early if they finish their route inside the scheduled daily hours;
    2. expecting employees to finish their route without payment of daily overtime in circumstances where extra time beyond the scheduled daily hours is required to finish the route;

is mutually advantageous and should be continued. Accordingly, the Employer and Union agree that overtime is not payable for hours worked on a daily basis and is only payable on hours worked in excess of 40 hours in a week in accordance with paragraph

(e)(i) above. The Union agrees that the above constitutes a flexible work schedule which meets the requirements of Section 38 of the *Employment Standards Act*.

- (6) Starting time shall be established and not deviated from unless determined necessary by the Employer or otherwise mutually agreed. Should it become necessary to change the established starting time, the Employer shall give the reason, if requested.
- (7) When an employee is advised to report for work at a specified time on any day, the employee shall be paid a minimum of four (4) hours even though there may be no work for the employee to do provided the employee is ready for work and except for paragraph (h) herein.
- (8) In the event an emergency occurs and there is a shut-down of a plant operation, employees shall receive not less than their normal day's pay for the day during which the incident occurred. If the breakdown or emergency exceeds this working day, the guaranteed work week as set out in (b) shall be reduced accordingly. Layoff notices, if given, shall be effective immediately.

#### 23. EATING AND REST PERIODS

- (1) No employee shall work longer than four (4) hours without at least a half ( $\frac{1}{2}$ ) hour off for the purpose of eating lunch. Employees eating lunch shall not be interrupted during such lunch periods.
- (2) CSR employees shall be entitled to take their two (2) fifteen (15) minute breaks and one-half ( $\frac{1}{2}$ ) hour lunch time each work day at his convenience.

#### 24. COMPENSATION COVERAGE

- (1) When an employee is injured at work and goes on compensation, he or she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of up to thirty (30) days, to see if he or she is able to do the job he or she held at the time of the injury.

This provision does not restrict the right of the Employer to terminate an employee for cause on a non-disciplinary basis because the employee's attendance record is unsatisfactory. The parties recognize just cause for such termination must exist based on the employee's record of absences, expectations for future attendance, length of service, and other factors which may be relevant.

A Steward will be involved in the review of attendance

records and discussions of attendance concerns with employees.

The Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

- (2) If, after that time, it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks notice.

## 25. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 13 herein.

## 26. INSPECTION PRIVILEGES

An authorized Agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. Notification of arrival shall be given.

## 27. SANITARY FACILITIES, ETC.

The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

## 28. SAFETY AND HEALTH

- (1) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment as required by the Workers' Compensation Board under the Occupational Health and Safety Regulation and proper First-Aid kits as required by the Workers' Compensation Board shall be provided in each department or vehicle.
- (2) Any employee suffering any injury or employment induced illness while in the employ of the Employer must report same to the Employer immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the Employer.
- (3) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein shall speak to his or her superior regarding the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.
- (4) In the event of an employee becoming ill during his shift, the employee shall report directly to the Supervisor stating his illness, and if the employee wishes to go home or to a doctor due to such illness, permission to do so will be granted by the Supervisor and shall be so entered into a Record Book. No person shall refuse the right to any employee to go home or to a doctor due to any illness or injury.
- (5) If an employee suffers from an allergy or recurring illness, the employee shall furnish a medical letter to that effect and said letter shall be kept on file in the office.

## 29. MANAGEMENT

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this



Agreement, demote for cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling and to make rules and regulations.

It is agreed that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer retains all rights not expressly limited by this Agreement.

The Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

30. HEALTH AND WELFARE PLAN

- (a) The Employer will continue to provide employees in the bargaining unit with coverage under the existing Group Insurance Plan Group Contact #961922 /903922 or under an equivalent plan.
- (b) Following successful completion of the probationary period employees will earn and be entitled to up to six days paid sick leave per calendar year (entitlement pro-rated for partial years). The sick leave entitlement will be payable only for bona fide sickness. Employees will not be permitted to carry over or accumulate unused sick days into a subsequent calendar year.

31. ARTICLE HEADINGS

[delete provision]

32. TRANSPORTATION, TRUCK MAINTENANCE AND SAFETY

- (a) No employee shall be required to use their car on Employer business.
- (b) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition and/or equipped with the safety appliances or valid testing sticker prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) No CSR shall be asked or required to service or maintain trucks, except to deliver his truck to parking or maintenance areas and to change flat tires when the necessary tools are provided.

- (d) All vehicles shall be equipped with an approved fire extinguisher and First-Aid kit.
- (e) Vehicles shall be properly heated and ventilated to ensure the comfort and safety of the CSR.
- (f) The CSR's window shall be free opening on any future vehicles purchased.
- (7) A vehicle inspection and maintenance form shall be provided daily to each CSR to note any faults in the vehicle. At the end of the CSR's shift these forms shall be turned in for action by the Employer and upon the repairs or adjustments being completed, the original form shall be returned to the CSR with repairs made to the vehicle indicated and signed by an authorized person.
- (8) Each CSR will at all times, while driving Employer vehicles, comply with all and any traffic regulations, and will to the best of his ability be courteous to other users of the road. Further each CSR shall be responsible for reporting any defects of his truck or equipment to whichever person the Employer designates as the person responsible for maintenance of vehicles, etc. CSR's who do not have and maintain a valid CSR License required for their duties may be terminated at the discretion of the Employer.

CSR's will be required to submit their full driving abstract once per year.

### 33. MEDICAL EXAMINATIONS

Any medical examination, Doctor's Certificate, letter or statement requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The cost of a Certificate, letter or other statement does not apply in the case of Article 18(i) where the cost shall be borne by the employee. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

- (i) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.

(ii) If the medical examination is taken after working hours, or on Saturdays, the employee shall be paid three (3) hours pay at straight time rates of pay.

34. CLASSIFICATIONS AND WAGE RATES, ETC.

(a) The classification and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.

(b) It is agreed and understood the Employer shall pay reasonable meal and accommodation costs and unusual expenses, should an overnight CSR experience a break down or any other unforeseen delay beyond his normal working period.

35. MATERNITY/PARENTAL LEAVE

Maternity/parental leave will be in accordance with the *B.C. Employment Standards Act*. Extended leaves of absence shall be in accordance with Article 6(c). Upon return to work, an employee shall be returned to the classification held prior to the time off.

36. SOLICITATION OF FUNDS

There shall be no coercion or intimidation in solicitation of funds of the employee by Management.

37. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the *Canada Elections Act* and/or Section 200 of the *Provincial Elections Act*.

38. LOSS OF BENEFITS

[delete provision]

39. LOSS OR DAMAGES

(a) No member of the Union while on Employer business shall be required, by deduction of salary or otherwise, to reimburse the Employer for damages to vehicles or property, or any loss of equipment or goods through thievery. Damage to the vehicle while under the care and control of the employee shall be reported to the Employer on the forms provided before the end of the employee's shift for that day. Accident report forms must be made available on the employees at all times.

- (b) Provided that if said damage to vehicles or property be due to negligent or deliberate acts of the employee, or thievery and/or fraud shall be proven, these instances shall be just cause for dismissal.
- (c) Grounds for dismissal occur where a CSR is involved in three (3) accidents within a thirty-six (36) month period where these accidents involve damage to either the Company vehicle or the Company vehicle and the vehicle of a third party, or where personal injury takes place, and the Employer's CSR is, in the majority, at fault.

40. KEEP PROPER RECORDS

Each employee shall, subject to the control of the Employer, keep proper records and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Employer, insofar as the same comes under his jurisdiction and shall serve the Employer diligently and according to the best of his ability in all respects, and daily account for all monies collected on behalf of the Employer.

41. BONDING

If at any time the Employer requires any employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm, selected by the Employer. It is further agreed that the costs of such bonding shall be paid by the Employer.

42. PENSION PLAN

The Employer will continue to provide the employees in the bargaining unit with existing coverage under the Employer Retirement Plan.

43. GENDER

Wherever the masculine or feminine gender is used herein it shall also apply to the opposite gender, where applicable.

IN WITNESS WHEREOF the Employer has hereunto affixed its corporate seal attested to by its duly authorized officers in that behalf and the Union has hereunto set his hand and seal as of the day and year first above written.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION

Per: \_\_\_\_\_ Per: \_\_\_\_\_

Per: \_\_\_\_\_ Per: \_\_\_\_\_

**APPENDIX "A"**

**CLASSIFICATION**

**CSR**

- (1) base rate during probation (first 88 weekly hours @  
days worked) \$15.00 per hour
- (2) following probation weekly hours @  
\$20.00 per hour or 10% of  
the CSR's monthly sales  
volume, whichever amount  
is the greater

**APPENDIX "B"**

THIS AGREEMENT entered in by and between CANADIAN LINEN AND UNIFORM SERVICE CO., its successors or assigns, hereinafter designated as the "Company", and of \_\_\_\_\_ (either a supervisor, salesman or deliveryman) hereinafter called the "Employee" WITNESSETH

WHEREAS, the Company is engaged in the business of supplying for hire clean laundered towels, linens, wearing apparel and other items, which business is commonly known as the "linen supply" business, and has at great expense built up an extensive trade therein; and

WHEREAS, the Employee desires to enter the employ or to remain in the employ of the Company and will thereby become personally acquainted with the Company's business methods and with its customers and the addresses of such customers and of others in the territory in which he is employed;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Company hereby employs the Employee, subject to its direction, to solicit orders for linen supply service, to collect and deliver linen supplies, to collect from customers and to remit directly to the Company all monies due the Company, and/or to perform such other duties as the Company may from time to time direct.
2. The Employee agrees that he will devote his best efforts to the performance of the aforesaid duties; that he will comply with the rules of the Company; that he will observe the highest standards of honesty and loyalty; and that he will so conduct himself at all times as to reflect favourably upon the Company.
3. It is mutually agreed that the services of the Employee under this contract may be terminated for cause at any time.
4. The Employee agrees that during his employment by the Company and for one year after the termination of his services irrespective of the time, manner or cause of termination and regardless of fault or default, he will neither (a) divulge to any person other than those employed by the Company, any information acquired by virtue of his employment, the revealing of which would be detrimental to the Company, nor (b) engage for himself or for another person, firm or corporation in the linen supply business in any route area or in any territory in which he shall have served the Company

during the two year period immediately preceding termination.

If the Employee is at the time of termination a supervisory employee, the restriction set out in this subparagraph (b) of paragraph 4 shall apply to any route areas in which other employees of the Company under the supervision of the Employee shall have worked during the said two years immediately preceding the termination of the Employee's employment with the Company.

- 5. The Company agrees to pay the Employee for his services under this contract at the local Company prevailing rate and to pay the Employee commissions for new business at the local Company rates prevailing and in accordance with the local Company policy during the time the Employee actually works for the Company.
- 6. The Employee agrees that the Company shall have the right to assign this contract in its entirety to anyone conducting a business similar to that of the Company. Upon such assignment the Company shall be released from all liability hereunder. All of the Company's rights herein shall be enforceable and its duties hereunder performable by the assignee.
- 7. It is mutually agreed that this contract is the sole agreement between the parties hereto, and may be modified only by a contract in writing, save and except as to a deliveryman whose terms and conditions of employment are the subject of a collective bargaining agreement between the Company and a union representing said deliveryman. In such a case, any provisions of this contract which conflict with the specific provisions of said collective bargaining agreement.

IN WITNESS WHEREOF, the Company has caused this contract in duplicate to be signed by its duly authorized Employees and the Employee has hereunto set his hand, the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CANADIAN LINEN AND UNIFORM SERVICE CO.

\_\_\_\_\_  
Employee By  
Its

\_\_\_\_\_  
Witness By  
Its



**NOTICE: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ AND UNDERSTOOD THE SAME, CN-102A.**