

THIS AGREEMENT entered into this      day of      , 2003.

**BETWEEN:**            **CANADIAN LINEN AND UNIFORM SERVICE CO.**  
2750 Gilmore Avenue, in the City of  
Burnaby, Province of British Columbia;  
  
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**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")

PARTY OF THE SECOND PART

## **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.
- (b) 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 Parties specifically agree that there shall be no cessation of work of any kind as an economic sanction by either party during the term of this Agreement.

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 a full time 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 2750 Gilmore Avenue, in the City of Burnaby, 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.
- (c) 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 Plant employees perform within the boundaries established by the Certificate shall be sub-contracted out in any manner.

No work which the CSR employees perform within the boundaries established by the Certificate shall be sub-contracted out in any manner, except in a justified emergency. If in the case of a justified emergency all Relief CSR's are busy on routes the Employer may use Supervisory Staff to fill the vacancy without the provisions of Article 4 applying.

Work which the Office employees perform within the boundaries established by the certificate may only be sub-contracted out if there are good business reasons to do so and provided the Union is fully consulted in advance of any change. There will be no contracting out of the work of Office employees if such contracting out will result in the layoff of a regular Office employee.

- (d) **Full Time Employees** - are those employees who work regularly scheduled five (5) day work weeks on a continuing basis and are entitled to all rights and entitlements provided by this Agreement.
- (e) **Vacation/Holiday Relief** - The Employer may hire Student/Relief employees during the periods of the Easter Break, May 1st to September 30th, and Christmas/New Year's Break. Student/Relief employees will not be entitled to Full-Time employee benefits other than the Labour Standards Employment Act provisions.

The pay rate for Student/Relief employees will be at the base rate of New General Laundry Employees/CSR's.

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

- (f) **New General Laundry Employee/CSR** - These employees will be hired at the New General Laundry/CSR rate as stated in Appendix "A". Article 34 (d) will not apply to New General Laundry employees.

If a Vacation/Holiday Relief or a New General Laundry Employee/CSR is selected for a Full-Time 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.

### 3. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from March 1<sup>st</sup>, 2003 to and including February 29<sup>th</sup>, 2008, 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.

- (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 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 checkoff 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 checkoff of Union dues and fees which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff 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 checkoff 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 any two (2) employees who are serving 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 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.

- (iv) 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 M.S.P. 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, arrangement of funeral, or compassionate circumstances.
- (f) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he or she will be returned to the job classification and pay rate they were on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

## **7. SHOP STEWARDS**

- (a) There shall be a 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 Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Stewards and will also give notice within seventy-two (72) hours of any new appointment or removal thereof.
- (e) Shop Stewards 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(s) in the departments affected at least twenty-four (24) hours prior to such notice being applicable, except dismissal for cause. When an employee is dismissed the Shop Steward in the department affected 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, UNION PRODUCTS AND SERVICES**

- (a) The Employer shall provide and maintain for each employee, free of charge, the following:

### **PLANT:**

- (i) Special clothing and/or uniforms if required for the purpose of safety, health and/or appearance.
- (ii) All such clothing and/or uniforms so provided shall be the property of the Employer and shall not be removed from the Employer's premises.
- (iii) Wherever they are required to be used on the job, the Employer shall supply rubber clothes, and gloves.

### **CSR's**

- (i) A uniform of the Employer's choosing. The Employer will endeavour to maintain the uniforms in good order and repair. Employees who

have problems in respect to the state of wear of his uniform shall call same to the attention of the Service Manager so corrective action may be taken.

- (ii) The Employer may provide coveralls and work gloves wherever 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 lockers.
- (b) If, at any time, the Employer requires or uses outside Security or Watchmen Personnel Services, or armoured car services, Propane Gas services or other types of bottled gases, it shall be a company having an agreement with the Teamsters Union provided the product or service is provided at a competitive price, subject to Article 2 (d).

## **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.

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 or 15 of this Agreement.



**11. PROTECTION OF RIGHTS**

- (a) 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.
- (b) The Union reserves the right to refuse to work with non-Union workers subject to Article 2 (d).

**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) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.
- (c) The Employer shall give notice of the existence of this Agreement to 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.
- (d) The Employer shall not require, as a condition of continued employment, that an employee purchase or assume any proprietary 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 appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Labour Relations Board to appoint a nominee on behalf of such party.

**STEP IV**

The Arbitrators so appointed shall confer to select a third person to be Chairman, and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Labour Relations Board.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
  
- (d) If the Arbitration Board 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 Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration 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, or a dispute under the Welfare Plan, the Board of Arbitration or Sole 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 the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) 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 Arbitration Board.
  
- (f) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer

shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.

- (g) 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) In the event that a full-time job becomes vacant or a new full-time job or classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc.

Employees desiring such job shall then apply, in writing, within forty-eight (48) hours of such posting excluding weekends. Employees away on vacation at such time shall have the privilege of applying when they return. The Employer will post the award after notifying the applicants of the successful bidder within five (5) days of the posting.

Employees applying will first be considered within the seniority group where the vacancy exists (Plant, CSR, or Office). If no qualified employees apply from within the seniority group, applicants from outside the group will be considered based on Company seniority. If the skills, experience and qualifications in the opinion of the Employer and the Union are equal, the senior employee applying shall receive the job. If there is a dispute as to whether any employee has the skills, experience and qualifications to perform the job in question, he shall be placed on the job for a minimum of ten (10) working days and up to twenty (20) working days to determine whether or not the employee has the skills, experience and qualifications to do the job. If after this time the employee is found unsatisfactory he shall be returned to his former position without loss of seniority.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

- (b) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.
- (c) After the initial posting of a Route has been filled the timing of subsequent postings shall be subject to the Employer's ability to re-train CSR's.

- (d) In the event a CSR or a CSR Foreman job has been posted and not filled, it is understood that the senior employee on the CSR's Seniority List not already in a posted position shall be assigned to fill the position. This shall not prevent the employee from applying for any future job postings, nor shall it alter the layoff provisions of Article 21 (d) (i).
- (e) A vacancy does not exist for a position as a full-time CSR when a CSR is assigned to cover for absences due to sickness, injury, vacations or leave of absence of other CSR's or in situations of initial route development.

An initial route development need not be posted for the first six (6) months. After the initial first six (6) months it must be posted. If, after review the route is found to still be a partial route, only the relief employee may apply and still remain a relief employee. Once the route has been fully developed it must be posted.

## **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) The following conditions of this Article 16 shall apply to an employee's service up to August 31, 1994. The service of employees hired prior to August 31, 1994 shall qualify for severance pay from their date of hire to August 31, 1994. After August 31, 1994, there shall be no additional accrual of severance pay for current employees or new hires. The entitlement of employees qualified for severance as of August 31, 1994 will be set at the dollar amount of their severance pay accrued to August 31, 1994 and this amount shall be frozen to be paid out when an employee becomes entitled to a pay out according to the provisions of Article 16.

- (b) Any employee whose employment is terminated by the Employer as a result of technological change, closure of the whole or any part of the operation, sale of the Company or any part thereof, any full time employee who is terminated through no fault of his own, or upon retirement at age sixty (60) or older, shall receive their severance pay as follows:

**CSR Employees:**

0 - 1 year - nothing  
1 year - 5 years - 1/2 week's pay for each year or fraction  
In excess of 5 years - 1 week's pay for each year of service

**Plant and Office Employees:**

Shall receive the number of weeks to which they are entitled at present under the Plant Agreement provisions:

1 - 3 years - nothing  
4 - 8 years - 3 weeks' pay  
9 - 14 years - 4 weeks' pay  
15 - 19 years - 5 weeks' pay  
20 years and up - 6 weeks' pay

A list will be prepared of the dollar amount of severance to which an employee is entitled according to the provisions of this Article.

Not retroactive but effective March 1st, 1979, Plant Employees shall start to accumulate severance pay on the same scale as CSR Employees.

- (c) Severance pay shall not accrue past an employee's sixty-fifth (65th) birthday.
- (d) 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.
- (e) Effective March 1st, 1985. 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 or vacation will be deemed time worked for the purpose of severance entitlement.

## **17. PAY DAY AND PAY STATEMENTS, ETC.**

- (a) All employees covered by this Agreement shall be paid not less frequently than on alternate Fridays by direct deposit all wages earned by such employees to a day not more than six (6) days prior to the day of payment. Should the direct deposit not be available for any reason, the Employer shall issue cheques by the end of the shift on Friday to all employees in the amount equal to the net amount of the net pay that should have been deposited.
- (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 15th of each year, the Employer shall post three (3) vacation lists - Plant, CSR's, and Office - 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 15th 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. The CSR that does the long haul drive to Kamloops will not be counted in with the vacation schedule of the CSR's.
- (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.

(iii) Vacations for Plant Employees shall be taken in one (1) unbroken period unless requested by the employee who shall have the right to decide whether their vacations shall be in one (1) period or split. If employees so choose, their vacations must be given between May 1st and September 30th each year subject to the Employer's staffing requirements.

(b) CSR Employees and Office Employees who are entitled to three (3) or more weeks vacation may receive three (3) weeks vacation between May 1st and September 30th each year, if they so choose. However, there shall not be more than five (5) CSR employees away on vacation at any one (1) time during this period. There shall not be more than two (2) Office employees away on vacation at any one (1) time during the year subject to the Employer's staffing requirements.

For Plant employees, not more than fourteen (14) employees shall be away on vacation at any one (1) time, specifically as follows:

1.	Count In	-	1
2.	Wash Aisle	-	1
3.	Flat Department	-	3
4.	Press	-	2
5.	Bundling	-	2
6.	Shipper/Receiver/ Dock Person/Sling/ Loader/Loader/Mat Roller	-	2
7.	Mending	-	1
8.	Stock Room	-	2

The Parties agree to review annually, prior to the posting of the Vacation List, the list of employees set out herein to adjust any personnel names and



functions that may have changed. If there is no agreement between the parties on adjustments, the list above will remain in effect.

- (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:

<b>COMPLETED YEARS OF</b>	<b>WEEKS ENTITLEMENT</b>	<b>HOURS PAY</b>	<b>APPLICABLE PERCENTAGE</b>
1	2	80	4%
4	3	120	6%
9	4	160	8%
14	5	200	10%

An employee's vacation pay shall be calculated on either the number of hours they were entitled at the rate of pay they were receiving at the date of taking their vacation or the applicable percentage of their annual gross earnings for the year in which they are receiving their vacation, whichever is the greater. If a relief employee worked fifteen (15) days in the previous thirty (30) days at a higher rate of pay they receive the higher rate as vacation pay.

The vacation conditions of this Article shall apply commencing January 1<sup>st</sup>, 2004. The vacation provisions of the previous collective agreement shall apply until December 31<sup>st</sup>, 2003.

- (e) When an employee has worked a minimum of fifteen hundred (1500) hours in his calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations with pay as above set forth. If less than fifteen hundred (1500) hours are worked, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- (f) Absence due to any illness, accident and layoff in any combination, not exceeding six (6) months, will be deemed to be time worked for the purpose of vacation entitlement and pay.
- (g) If an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (h) If an employee leaves the employ of the Employer after he had his vacation he 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.

- (i) 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 (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, commissions or anything of a monetary value on which the employee has to pay income tax, and also an explanatory statement showing calculation of vacation pay to be included, and the appropriate vacation pay the employee is entitled to.
- (j) 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 an 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.
- (K) 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's Day	Canada Day	Thanksgiving Day
Good Friday	B.C. Day	Remembrance Day
Victoria Day	Labour Day	Christmas 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 double 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) working 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.
- (g) In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under the appropriate Welfare Plan provision, then the Employer shall pay the difference between the regular earnings of such employee and what he is receiving from the other source for such General Holiday.

If the employee wishes, he may have the Employer use such monies that he would be entitled to as set out herein, to pay his Union dues and any other payments required by law or the terms of this Agreement.

## **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 (6th) day.
- (c) The Employer shall give a 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 separate seniority list for each of the following:

- (1) Plant employees
  - (2) CSR employees
  - (3) Office 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) (iii).

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.
- (ii) When it is necessary to reduce the number of employees in any department, in the Plant or Office, the junior employee shall be removed from the department.

This employee shall then be given an opportunity to receive training, where required, to perform the job of a less senior employee in the Plant or Office. The training period shall not exceed ten (10) working days.

(e) **Probationary Period**

(i) **Plant Employees**

A probationary period of sixty-three (63) days actually worked shall apply in the case of new employees before seniority commences.

(ii) **CSR Employees**

A probationary period of eighty-eight (88) days actually worked shall apply in the case of new employees before seniority commences.

(iii) **Office Employees**

A probationary period of sixty-three (63) days actually worked shall apply in the case of new employees before seniority commences.

- (iv) 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 employ 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.

- (g) 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) Forty (40) hours will constitute a normal work week, consisting of eight (8) hours within an eight and one-half (8 1/2) hour period each day, Monday through Friday for all Plant, Office and CSR's. Forty (40) hours will also constitute a normal work week for those CSR's on the four (4) day ten (10) hours within a ten and one-half (10 1/2) hour period. (See attached Letter of Understanding re - four (4) day week.)
- (b) (i) Full time Plant and Office employees shall be guaranteed a minimum of thirty-two (32) hours work and/or pay each week except in the case of unanticipated emergency, provided the employee works his or her complete shifts for which work is scheduled during the week. Any pay

received for a General Holiday shall be considered as part of the guaranteed thirty-two (32) hours.

- (ii) The thirty-two (32) hour guarantee shall not apply to laid off employees who are recalled to replace for daily absenteeism.
- (c) Should it be necessary to work less than a full shift as set out in (a) above, the Employer will advise all Plant and Office employees involved prior to the end of their shift on the previous work day. Failure to do so shall entitle said Plant and Office employees to eight (8) hours' pay except in the case of unanticipated emergency.
- (d)
  - (i) Full time ESR employees shall be guaranteed forty (40) hours work and/or pay each week except in the case of unanticipated emergency, provided the employee completes his or her daily scheduled work on the route for that week. Any pay received for a General Holiday shall be considered as part of the guaranteed forty (40) hours.
  - (ii) The forty (40) hour guarantee shall not apply to laid off employees who are recalled to replace for daily absenteeism.
- (e) The Employer agrees that if it becomes necessary to work overtime in the Plant or Office, 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 reason, 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.

- (f) 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.
- (g) Overtime for all employees shall be paid as follows:
  - (i) Time worked in excess of eight (8) hours per day Monday to Friday - one and one-half (1 1/2) times the regular rate for the first two (2) hours, double time (2X) thereafter.

- (ii) Saturday - one and one-half (1 1/2) times the regular rate for the first two (2) hours, double time (2X) thereafter.
- (iii) Sunday - double time (2X) for all time worked.
- (h) Any employee called back in to work after his working day has been completed and he has left the Employer's premises Monday to Friday shall be paid a minimum of two (2) hours' pay at the rate of double time including shift premiums.
- (i) Starting times shall be established and not deviated from unless necessary or otherwise mutually agreed. Should it become necessary to change the established starting times, the Employer shall give the reasons, if requested.
- (j) Each employee upon commencing work for the Employer shall be issued a time card. The time card shall be punched by the employee before commencing work, and again upon completion of his work. No employee shall punch another employee's time card for any reason whatsoever.
- (k) 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 (i) herein.
- (l) 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) and (d) shall be reduced accordingly. Layoff notices, if given, shall be effective immediately.
- (m) Employees who are required to perform such jobs as checking in dirty coveralls and badly soiled linen shall be allowed five (5) minutes prior to lunch and quitting time to clean up.
- (n) All time shall be broken down into six (6) minute units, based on one-tenth (1/10th) of the applicable hourly rate.
- (o) All CSR employees' time spent at sales or service meetings shall be classified as work time and paid for as such with time cards punched prior to such meetings or training periods.

- (p) If the Employer feels that any CSR is not completing his or her route in a proper manner or in a reasonable time, it will be determined by a route check. The route check will last no longer than one (1) week and shall only be done when the regular CSR has been on the load for at least two (2) consecutive weeks prior to the route check. If the parties do not come to an agreement this will be subject to the Grievance Procedure.

### **23. EATING AND REST PERIODS**

- (a) If overtime of one (1) hour or less beyond a regular shift is required, employees will continue to work following the regular shift until the work is complete, then at the end of that overtime, the employee will be entitled to a paid 15-minute coffee break. If the overtime is in excess of two(2) working hours, the employee shall also receive a thirty (30) minute unpaid meal break and a meal allowance of four dollars and fifty cents( \$4.50) to be paid at that time. This meal break is to be taken at the end of the first two(2) hours overtime.
- (b) Plant and Office employees shall be entitled to a fifteen (15) minute break in the forenoon and afternoon without loss of pay. The breaks must not be taken before at least one and one-half (1 1/2) hours have been worked in each half of the shift.
- (c) CSR employees shall be entitled to take their two (2) fifteen (15) minute breaks and one-half (1/2) hour lunch time each work day at his convenience.

### **24. COMPENSATION COVERAGE**

- (a) 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 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.

- (b) 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**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits as required by the Workers' Compensation Board shall be provided in each department or vehicle.
- (b) Any employee suffering any injury or employment induced illness while in the employ of the Employer must report same to the First-Aid Attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid Attendant. There shall be a qualified First-Aid Attendant available at all times during the normal hours of work established by Management which shall not apply to watchmen and janitors.
- (c) 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.
- (d) 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.
- (e) The Employer shall provide first-aid facilities and the room shall be painted annually if necessary and sanitized regularly. A qualified First-Aid Attendant is one who holds an Industrial First-Aid Certificate who will be the senior employee. An employee designated to have First-Aid Attendant duties shall be remunerated in addition to their hourly rate as follows:

Level I	\$0.50 per hour
Level II	\$0.55 per hour
Level III	\$0.60 per hour

There will be a maximum of two (2) Union employees on duty at any one (1) time and they will receive appropriate rates.

- (f) Any employee requested to take a first-aid course or upgrade their Certificate shall have the cost of same paid for by the Employer providing they successfully complete the course and are in possession of a valid First-Aid Certificate. The senior employee on each shift holding said Certificate shall be compensated at the prescribed rate of pay and shall be designated as a First-Aid Attendant. The Company will pay the Employee at his regular rate

of pay if the training period occurs during the Employee's normal working hours.

- (g) 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**

- (a) 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) Effective August 1st, 1993, the Employer shall implement a Health and Welfare Plan for all full-time employees subject to the jurisdiction of this Agreement. The Employer will continue and/or commence contributions to the Plan and Fund on the following basis:
  - (1) for all full-time employees employed on August 1, 1993, coverage shall commence on August 1, 1993.
  - (2) for all full-time employees whose date of employment is after August 1, 1993:
    - (i) from the first (1st) day of the month next following or coincident with the date which is one (1) month after his date of employment, contributions shall commence with respect to all benefits except Dental;

- (ii) from the first day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to Dental benefits.
- (b) The Employer agrees to pay 80% of the cost of the Health and Welfare Plan except for Long Term Disability which shall be 100% paid by the full-time employee. The Employer will ensure that all full-time employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Plan on their behalf. Failure of the Employer to secure the necessary administration forms from full-time employees, forward completed forms and/or remit contributions on the due date will cause the Employer to be liable for any claims arising as a result of such failure.

If any full-time employee is otherwise covered for Dental Benefits or Extended Health Care Benefits including prescription drugs, the full-time employee may opt out of coverage under this Agreement. If such other coverage ceases, then it shall be the full-time employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.

- (c) The benefits as described below shall be provided to the full-time employee in accordance with the terms and conditions of the Plan:

Group Term Life Insurance \$20,000.00

Accidental Death and Dismemberment Insurance \$20,000.00

Weekly Indemnity Benefits 50% of weekly salary. Benefits to be paid on a first (1<sup>st</sup>) day accident, fourth (4<sup>th</sup>) day sickness, 26-week duration basis (1/4/26). Maximum benefit \$750.00 per week.

Long Term Disability 75% of monthly salary to a maximum of \$750.00 per month. Eligibility after 26 weeks.

Dental Benefit  
 Basic - 80% coverage  
 Major Restorative - 50% coverage with \$2,500 annual limit per individual.  
 Orthodontic - 50% coverage with \$3,000 lifetime benefit per individual.

Extended Health Care Benefit      \$25.00 deductible, 80% reimbursement of claims above deductible with vision care.

Prescription Drugs                      Included with Extended Health Care and reimbursed subject to the terms of that benefit.

- (d) The Employer shall pay 100% of the premium cost of the Medical Services Plan of B.C. for full-time employees from the first (1st) day of the month next following or coincident with the date which is one (1) month after his date of employment at such rates as may be established from time-to-time by the B.C. Government. However, if any full-time employee is otherwise covered for M.S.P., the full-time employee shall opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the full-time employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.
- (e) The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.
- (f) For full-time employees who become laid off, the Employer shall remit contributions to maintain the Medical Services Plan of B.C. coverage, Extended Health Care Benefit, and the Group Term Life Insurance Benefits. This lay-off provision shall take effect on the first (1st) day of the month following the month in which the full-time employee was laid off and shall continue during the lay-off but for a maximum period of one (1) month.
- (g) The Employer shall provide a Sick Leave Plan for full-time employees as follows:

Upon completion of twenty-two (22) working days with the Employer, each full-time employee shall accrue one-half ( $\frac{1}{2}$ ) day per month in Sick Leave to a maximum of six (6) days in any one calendar year. To accrue the one-half day per month sick leave with pay, an employee must work at least seventeen (17) days in the month. Vacations and General holidays shall be considered as days worked for the purpose of this provision. Earned sick leave shall be forwarded to the United Civic Savings Credit Union within five (5) working days after the end of each month. New employees hired after the effective date of this Agreement shall not be covered by this Sick Leave Plan.

### 31. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

### **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.
- (g) 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.
- (h) 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's Licence 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**

- (a) 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 (k) 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:

- (1) 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.
  - (2) 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.
- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
- (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
  - (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
  - (iii) The findings of the consultant shall be final and binding upon all parties.
  - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
  - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of

earnings caused by his having been removed or temporarily suspended from his regularly assigned duties.

**34. CLASSIFICATIONS AND WAGE RATES, ETC.**

- (a) The classification and wages 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) Time shall be computed from the time the employee commences his day's work until his shift is finalized and he punches out.
- (c) When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.
- (d) When a plant or office employee is temporarily removed for a period of two (2) hours or more from his regular work and placed on other work for the Employer's convenience, he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.
- (e) It is agreed and understood the Employer shall continue to pay 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/PATERNITY LEAVE**

Maternity/paternity leave will be in accordance with B.C. Labour and Employment Law Statutes. Extended leaves of absence shall be in accordance with Article 6 (c). Upon her return to work, an employee shall be returned to the classification she held prior to the time off.

**36. SOLICITATION OF FUNDS**

There shall be no coercion or intimidation in solicitation of funds of the employees 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**

It is understood and agreed by the Parties that as a result of signing this Agreement no employee(s) covered by this Agreement shall suffer a reduction to, or loss of any benefit(s) to which they were previously entitled, or which was previously established.

### **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 to 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. Dismissal for damage to vehicles shall follow the following format:
  - (1) Where a CSR is involved in three (3) accidents within a thirty-six (36) month period where these accidents involve damage to both the Company vehicle and a second party, or where personal injury takes place, and the Employer's CSR is, in the majority, at fault; or
  - (2) Where the Employer's CSR within a thirty-six (36) month period is involved in five (5) accidents wherein damage is done to the Employer's property only and the Employer's CSR is 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**

1. The Employer shall make a contribution of six point five percent (6.5%) of any full-time employee's gross earnings, for all employees with a minimum of twelve (12) months' continuous service, to the Teamsters Canadian Pension Trust Fund and Plan.

Commencing March 1, 2005, the Employer shall make a contribution of seven percent (7%) of any full-time employee's gross earnings. The Employer will continue to pay seven percent (7%) of the sick days and drivers' safety points into the Pension Fund.

2. The Employer agrees to be bound by all of the terms, conditions and provisions of Agreement and Declaration of Trust under which the Teamsters Canadian Pension Trust Fund and Plan is established and to carry out all of the duties and responsibilities of an Employer under such Agreement and Declaration of Trust including, as appropriate, naming or participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Teamsters Canadian Pension Trust Fund and Plan.
3. It is understood that contributions shall be payable monthly with respect to each full-time employee at the end of each month as defined in this Agreement.
4. Contributions along with a list of employees for whom they have been made shall be forwarded by the Employer to the Trust Company or other financial institution acting as custodian of the assets of the Teamsters Canadian Pension Plan and Trust Fund and shall do so not later than twenty-one (21) days after the end of each month.

5. The Employer shall also complete such forms and provide such information as the Trustees and Administrator of the Teamsters Canadian Pension Plan require from time to time in the administration and operation of the Plan.

6. It is understood that:-

- (a) Under the Teamsters Canadian Pension Trust Fund and Plan the Employer is not liable to guarantee the benefits payable thereunder or assure the solvency of the Fund beyond the payment of contributions due pursuant to this Agreement.
- (b) The Teamsters Canadian Pension Trust Fund and Plan is or will be registered under the provisions of the Income Tax Act of Canada and any other applicable Federal or Provincial law respecting employee pension plans.

**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 Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Burnaby, British Columbia, this                      day of                      , 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

\_\_\_\_\_

\_\_\_\_\_



## APPENDIX "A"

CLASSIFICATION	EFFECTIVE MAR. 1/03	EFFECTIVE MAR. 1/06	EFFECTIVE MAR. 1/07
<b>Plant</b>			
Washman	16.31	16.55	16.80
Shipper/Receiver	15.33	15.56	15.79
Janitor	14.68	14.90	15.12
Belt Sorter	14.59	14.81	15.03
Counter	14.31	14.52	14.74
Stock Clerk	14.22	14.43	14.65
Marker	14.22	14.43	14.65
Seamstress	14.22	14.43	14.65
Mender	14.16	14.37	14.59
Press Operator	14.16	14.37	14.59
Order Filler	14.16	14.37	14.59
General Laundry			
.			Start
			11.33
			11.50
			11.67
.			After 12 Months
			12.74
			12.94
			13.13
.			After 24 Months
			14.16
			14.37
			14.59
<b>Service</b>			
CSR			
.			Start
			15.87
			16.11
			16.35
.			After 12 Months
			17.86
			18.12
			18.40

After  
24  
Month  
s

19.84

20.14

20.44

Route Relief	20.87	21.18	21.50
Mechanic	19.05	19.34	19.63

Mechanic Assistant/Cabinet Repair

Wage scale as per Apprenticeship Agreement  
50% to 90% of Mechanic wage.

Office Clerk I

Start

11.85

12.03

12.21

After 12 Months

13.33

13.53

13.73

After 24

Months

14.81

15.03

15.26

Office Clerk II

Start

11.58

	11.75
	11.93
After 12 Months	13.02
	13.22
	13.42
After 24 Months	14.47
	14.69
	14.91

Office Clerk I

	Start
	11.33
	11.50
	11.67
After 12 Months	12.74
	12.94
	13.13
After 24 Months	14.16
	14.37
	14.59

1. Meal Allowance for Overnight CSR'S will be \$30.00 and shall be reviewed every six (6) months (September 1st and March 1st of the year).
2. A "Lead Hand" classification shall receive fifty cents (\$.50) per hour above their classification and shall be guaranteed forty (40) hours work and/or pay each week except in the case of unanticipated emergency.
3. The employer shall pay to each Mechanic, once a yer, a tool allowance of one hundred (\$100.00) dollars.
4. Temporary employees will be paid the Start Rate for their classification.
5. If an employee is currently paid a higher wage rate than the wage rate for his or her classification as a result of

implementing the revised progression rates in this Agreement, the employee shall have his or her wage rate maintained until the collective agreement rate exceeds the employee's current wage rate.



**LETTER OF UNDERSTANDING**

**BETWEEN:**           **CANADIAN LINEN AND UNIFORM SERVICE CO.**  
2750 Gilmore Avenue  
Burnaby, B.C.

**AND:**               **TEAMSTERS LOCAL UNION NO. 213**  
490 East Broadway  
Vancouver, B.C.

**RE: VANCOUVER TRUCK TO RUN TO KAMLOOPS**

This letter of understanding is in regards to the Company and the Union agreeing to a route from Vancouver to Kamloops being done by a Vancouver driver.

6. This route will be a posted position and will be posted whenever there is a vacancy.
7. Rate of pay will be \$20.36 per hour, plus a sixty-five cent (65¢) per hour shift differential and whatever increases are negotiated.
8. Hours of operation will be from 2:00 P.M. to 12:30 A.M.
9. Total hours per day are ten and one-half (10 ½ ) hours which includes an unpaid one-half (½) hour for lunch and two (2) paid fifteen (15) minute breaks.
10. The route will be five (5) days at this point and will be reduced to a four (4) day route once it becomes established. At that point the Company and Union will review the total issue again.
11. Overtime will begin after the ten and one-half (10 ½ ) hours at time and one-half (1 ½ ) for all hours thereafter.
12. The Company has agreed to pay for any hotel and/or motels if need be for unforeseen occurrences.
13. Will receive a meal allowance of twenty-four dollars and fifty cents (\$24.50) per day.

- 14. Any bonuses paid re A.D.R. to C.S.R.s will be averaged and paid to this position as long as the A.D.R. Program is in force.
- 15. A cellular phone allowance of fifty dollars (\$50.00) per month will be paid.
  
- 16. All Statutory holidays and sick days will be paid as per the rest of the Company at eight (8) hours.

There will be careful monitoring done of all aspects of this venture. Both parties will dialogue regularly until it becomes established.

DATED at Burnaby, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE EMPLOYER

FOR THE UNION

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LETTER OF UNDERSTANDING

**BETWEEN:** CANADIAN LINEN AND UNIFORM SERVICE CO.  
BURNABY, B.C.

**AND:** TEAMSTERS LOCAL UNION No. 213

**RE: OVERNIGHT ROUTES PROPOSED SCHEDULE**

1. The present four (4) overnight routes #12, 14, 15 and 27 which presently each run two (2) trips out each week on two (2) day runs and fill the fifth day with deliveries, etc., will operate as follows as routing for them gets finalized in May 1999.
  - 1) Two (2) routes will run two (2) day trips each week Monday to Thursday on ten (10) hour days.
  - 2) Two (2) routes will run two day trips each week Tuesday to Friday on ten (10) hour days.
  - 3) On weeks with a General Holiday, all four (4) routes will operate on the same schedule of four (4) days. The General Holiday will be paid to each CSR at regular time.
  - 4) When the General Holiday falls on a CSR's scheduled day off, they will be paid ten (10) hours General Holiday pay - otherwise eight (8) hours.
2. Any application of terms in the agreement that would be contingent on days worked, would continue to be calculated on the basis of an eight (8) hour day. E.G. four (4) ten (10) hour days for such application would be considered five (5) eight (8) hours days.
3. In conclusion: Careful monitoring of all aspects of this venture will be done. Both parties will dialogue regularly at the success or lack thereof and take appropriate action.

DATED AT Burnaby, British Columbia, this \_\_\_\_\_ day of  
2003.

FOR THE EMPLOYER

FOR THE UNION

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN LINEN AND UNIFORM SERVICE CO.  
BURNABY, B. C.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**March 1, 2003 - February 29, 2008**

**DON McGILL  
Secretary-Treasurer**