

COLLECTIVE AGREEMENT

BETWEEN

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

AND

TEAMSTERS LOCAL UNION No. 213

March 1st, 2003 - February 29th, 2008

**DON MCGILL
Secretary-Treasurer**

TABLE OF CONTENTS

CANADIAN LINEN AND UNIFORM SERVICE CO., VICTORIA, B. C.

Article	Page No.
1. BARGAINING AGENCY AND DEFINITION	<u>1</u>
2. DURATION OF AGREEMENT	<u>1</u>
3. UNION SECURITY	<u>2</u>
4. DEDUCTION OF DUES, ETC.	<u>2</u>
5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE.....	<u>3</u>
6. SHOP STEWARDS	<u>4</u>
7. WORK CLOTHES, UNION PRODUCTS AND SERVICES.....	<u>4</u>
8. UNION NOTICES	<u>4</u>
9. CONFLICTING AGREEMENT	<u>4</u>
10. PROTECTION OF RIGHTS.....	<u>5</u>
11. TRANSFER OF TITLE OR INTEREST.....	<u>5</u>
12. GRIEVANCE PROCEDURE.....	<u>5</u>
13. JOB POSTING.....	<u>7</u>
14. PAY DAY AND PAY STATEMENTS.....	<u>8</u>
15. ANNUAL VACATIONS.....	<u>8</u>
16. GENERAL HOLIDAYS.....	<u>10</u>
17. SEPARATION OF EMPLOYMENT	<u>10</u>
18. SENIORITY	<u>11</u>
19. DAYS AND HOURS OF WORK AND OVERTIME	<u>11</u>
20. EATING AND REST PERIODS	<u>12</u>
21. COMPENSATION COVERAGE	<u>12</u>
22. SAVINGS CLAUSE.....	<u>12</u>

23. INSPECTION PRIVILEGES.....	13
24. SANITARY FACILITIES, ETC.	13
25. SEVERANCE PAY.....	13
26. SAFETY AND HEALTH	14
27. MANAGEMENT	14
28. HEALTH AND WELFARE PLAN.....	14
29. ARTICLE HEADINGS	16
30. TRANSPORTATION, TRUCK MAINTENANCE AND SAFETY	16
31. MEDICAL EXAMINATIONS.....	17
32. CLASSIFICATIONS AND WAGE RATES, ETC.	18
33. PAID ELECTION TIME OFF	18
34. LOSS OR DAMAGES	18
35. KEEP PROPER RECORDS	19
36. BONDING	19
37. GENDER	19
WITNESS.....	19
APPENDIX "A"	20
LETTER OF UNDERSTANDING	21

CSR'S

THIS AGREEMENT entered into this _____ day of _____, 2004.

BETWEEN: CANADIAN LINEN AND UNIFORM SERVICE CO.
947 North Park Street,
Victoria, 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. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency for all of its employees employed as Drivers (CSR's) 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 employees covered by the Certificate and/or this Agreement.
- (c) If a new job or classification is instituted for which there are no provisions in this Agreement, then the parties shall immediately negotiate a wage rate. If agreement is not reached the matter shall be submitted to Arbitration as set out in Article 12 of this Agreement.
- (d) Except in cases of emergency, all work performed within the bargaining unit shall only be performed by employees who are members of the Union or who are eligible to become members of the Union under Article 3 herein. No work shall be contracted or sub-contracted out in any manner without first discussing distance, time, labour cost, and other costs pertaining to such business with the Union.

2. DURATION OF AGREEMENT

- (a) This Agreement shall be in full force and effect from March 1st, 2003 to and including February 29th, 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 date 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.

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

3. UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whomever it chooses, subject to the Seniority provisions contained herein. The Employer shall give the Union the first opportunity to refer applicants for employment.
- (b) New employees shall fill in Union Membership and Death Benefit cards as soon as possible.
- (c) 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.

4. 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 referred to above will be required to sign authorization for checkoff of Union dues, fines and assessments 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, 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 (10th) 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.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, to any one employee who is serving as a Union delegate to any conference or function.
- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury or illness on the job or suffers an injury or illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, until such time as he can properly return to work. Such absence will not exceed twelve (12) 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.

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. However, leaves of absence up to a maximum of three (3) months will not be unreasonably withheld.

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 employment may be terminated, subject to proper proof of same.

- (d) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer as soon as possible, prior to his actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer and the Local Union notified of correct address and phone 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, and children; full pay for three (3) days for: sister, brother, mother and father-in-law, sister and brother-in-law, and step-parents. 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 will be returned to the job classification and pay rate he was 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.

6. 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.
- (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.
- (d) The Union will advise the Employer of the identity of all Stewards.
- (e) Shop Stewards shall be allowed to take up grievances with Management during working hours, without loss of pay.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- (a) The Employer agrees to provide and maintain, free of charge, for each employee uniforms and/or coveralls of its choosing.
- (b) The Employer shall provide each employee with one (1) new uniform per year in addition to those being provided at present.
- (c) 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.

8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for official Union notices.

9. 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 provisions of this Agreement, or any Statute of the Province of British

Columbia or Canada. Any such Agreement will be null and void.

10. 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.
- (3) All Union dues are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made.

11. 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.

12. 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 thirty (30) 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, with the Shop Steward, shall take his grievance up with the Foreman or Supervisor. The Employer shall take his grievance up with the employee concerned who shall have the right to have the Shop Steward present.

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 the Manager or his designate.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. 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.

If either party fails to appoint their nominee, the other party who has appointed its nominee shall apply to the Labour Relations Board to appoint a nominee on behalf of the party who has failed to appoint.

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 22 (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 its nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours 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. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (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 sent to the Union within thirty (30) days of the event giving rise to the adverse statement, otherwise it shall be null and void.

13. JOB POSTING

- (a) When a job becomes vacant or a new job or classification is created, the Employer shall post a notice on the Bulletin Board notifying employees that a vacancy exists. Employees shall apply in writing within forty-eight (48) hours of the posting excluding weekends. Employees away on vacation at the time of any job posting shall have the opportunity of applying for same upon their return to work.

- (b) The senior employee applying who has the ability to do the job shall receive such job. If there is a dispute as to whether or not the employee has the ability, he shall be placed on the job for a minimum of ten (10) working days. Failing to establish he has the ability to do the job the employee shall be returned to his previous job and wage rate and the vacant job shall be reposted.
- (c) It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

14. PAY DAY AND PAY STATEMENTS

- (a) All employees covered by this Agreement shall be paid not less frequently than on alternate Fridays, one-half ($\frac{1}{2}$) hour before the end of shift, all wages and commissions earned by such employees to a day not more than seven (7) days prior to the day of payment. When a pay day falls on a General Holiday, employees will be paid on the previous bank day.
- (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 (either time and one-half ($1 \frac{1}{2}$) or double or triple time), 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.

15. ANNUAL VACATIONS

- (a) The Employer shall post a blank holiday schedule on the Bulletin Board in the CSR's room by January 15th of each year. The employees must have completed posting their vacation request before March 15th. Any employee not having posted his request by this day may be assigned a vacation period by the Service Manager. Employees will be allowed to choose weeks in which General Holidays fall.

There may be up to two (2) CSR's off on vacation during the period of May 1st to September 30th. Exception is during the two (2) weeks prior to any General Holiday, during which time there can be one (1) person off at this time only.

- (b) Any employees requesting vacations during the months May 1st to September 30th inclusive shall receive three (3) weeks or two (2) weeks, whichever he is entitled to, in one continuous period. The balance of any vacations to which he is entitled shall be taken during the months October 1st to April 30th inclusive.
- (c) Each employee shall have the right to take his entire vacation in one unbroken period at any time outside the months May 1st to September 30th inclusive.

(d) The Employer may not alter established vacation dates without the consent of the employee nor shall the vacation period of any other employees interfere with the vacation period of a member of the bargaining unit.

(e) (i) The vacation entitlements are as follows:

Completed Years of Service	Entitlement Weeks	Hours of Pay	Applicable Percentage
1	2	80	4%
4	3	120	6%
9	4	160	8%
14	5	200	10%

(ii) 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.

The vacation conditions of this Article shall apply commencing January 1, 2004. The vacation provision of the previous collective agreement shall apply until December 31, 2003.

(iii) 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 payments and commissions.

(f) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.

(g) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours in an employee's calendar year, he shall be eligible for vacations as above set forth. If less than fifteen hundred (1500) hours are worked, the employee shall be entitled to vacations as set forth above, however, the applicable percentage rate only shall apply.

(h) Absence due to any illness, accident or authorized leave of absence will be deemed to be time worked for the purpose of vacation entitlement and pay.

(i) In the event that 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.

- (j) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) after fourteen (14) years, as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (k) 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 vacation pay and how the vacation pay was calculated.

16. GENERAL HOLIDAYS

- (a) It is agreed that all employees, having completed five (5) calendar days of employment, shall be entitled to the following General Holidays with pay:

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

- (b) 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 days off with pay as set out herein for such other days.
- (c) 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 hourly rate, receive double their hourly rate for all hours worked during a shift.
- (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 unless they are absent for legitimate illness or accident. It is recognized employees may arrange their work to complete their duties early on a scheduled shift prior to a holiday and if this is the case, the employee will have worked a complete shift for the purposes of this provision.
- (e) Employees shall be paid for each General Holiday even if it falls on his weekly days off or his vacation, or a day off with pay if the employee and Employer so agree.

17. 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 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.
 - (d) The Employer shall have the right to retire such of his employees on the earliest date on which they are eligible to receive the Canada Pension.

18. SENIORITY

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list shall be kept current.
- (b) Seniority shall be length of service within the bargaining unit and employment elsewhere with the Employer shall be credited for calculation of vacation entitlement and pay.
- (c) There shall be a probationary period of eighty-eight (88) days worked for new employees before seniority commences. Upon completion of the probationary period seniority shall be from the original date of hiring.
- (d) Seniority shall be lost if an employee:
 - (i) Voluntarily leaves the employ of the Employer;
 - (ii) Is discharged for cause;
 - (iii) After layoff fails to report for work for seven (7) working days after being recalled;
 - (iv) Is absent without leave without just cause;
 - (v) Is on continuous layoff for more than twelve (12) months. It shall be the employee's responsibility to ensure the Employer has the correct address.
- (e) Layoffs and recall 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.

19. DAYS AND HOURS OF WORK AND OVERTIME

- (a) The standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, Monday to Friday. Forty (40) hours will also constitute a normal work week for CSR's on the four (4) ten (10) hour day schedule.
- (b)
 - (i) Time worked in excess of the standard hours of work, Monday to Friday, shall be paid at the rate of time and one-half (1 ½) for the first two (2) hours; thereafter double time.
 - (ii) Time worked on Saturday shall be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time thereafter.
 - (iii) All time worked on Sunday shall be paid at double time.

- (c) The Employer shall maintain a time clock and time cards for the accurate posting of time worked by each employee, and each employee covered by this Agreement shall be issued a time card as soon as he commences work.
- (d) All overtime shall be paid for as actually clocked on each employee's time card. For record keeping purposes all approved overtime will be listed on the back of the employee's time card by the Service Manager or Delivery Superintendent.
- (e) It shall be the concern of both employees and Management to avoid overtime hours wherever possible; but where overtime is required due to some unforeseen circumstances, the CSR's or Route Relief 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.
- (f) All time spent at sales or service meetings shall be classified as work time and paid for as such time with time cards punched prior to such meetings or training periods.
- (g) Because of the different types of routes and services rendered, the Employer shall designate a starting time for each route. Each CSR shall punch his time clock before picking up his truck to load it. The working day shall be so designated by the Employer, and all changes in starting times shall be posted for the next day prior to the employee finishing his current shift.

20. EATING AND REST PERIODS

- (a) Each employee shall receive one-half ($\frac{1}{2}$) hour off for the purpose of eating lunch.
- (b) Each employee shall be entitled to a fifteen (15) minute break in the forenoon and afternoon without loss of pay.

21. COMPENSATION COVERAGE

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

22. 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 12 herein.

23. 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.

24. SANITARY FACILITIES, ETC.

- (a) 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.

25. SEVERANCE PAY

- (a) Any employee whose employment is terminated as a result of amalgamation; automation; closure of the operation or any part thereof; or loss of business; or quits or retires after 12 years of service, or through no fault of their own shall receive Severance Pay as follows:

1st year - no severance pay.
1 - 5 years - ½ week's pay for each year or fraction thereof.
Thereafter - 1 week's pay for each year or fraction thereof.

Severance pay shall not accrue past age sixty-five (65).

- (b) Upon termination such employee(s) shall have the option of being placed on the recall list for a period of one (1) calendar year, or accepting severance pay. If employment has not been provided by that time he must accept his Severance pay.
- (c) Effective January 1, 2004, there shall be no additional accrual of severance pay for current employees or new hires. The entitlement of employees qualified for severance as of their 2003 anniversary date, will be set at the dollar amount of their severance pay calculated to December 31, 2003 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 25.

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

26. 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 vehicle.

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.

- (b) 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 superior regarding the matter.
- (c) If an employee suffers from an allergy or recurring illness, the employee shall furnish a medical letter to that effect, and such letter shall be kept on file in the office.

27. 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 employees 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.

Provided, however, that 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.

28. HEALTH AND WELFARE PLAN

- (a) Effective March 1, 1999, the Employer shall continue a Health and Welfare Plan for all full-time employees subject to the jurisdiction of this Agreement. The Employer will continue contributions to the Plan and Fund.

Effective March 1, 1999, for new full time employees, the Employer will contribute to a Health and Welfare Plan and Fund on the following basis:

- (1) upon completion of the probationary period, contributions shall commence with respect to the MSP Medical Plan.
- (2) upon completion of six (6) months of service, contributions shall

commence with respect to the Life Insurance and AD&D, Dental, Extended Health & Prescription Drugs, Weekly Indemnity and Long Term Disability coverage.

- (b) The Employer agrees to pay eighty 80% of the cost of the Health and Welfare Plan. 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 prescriptions 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 full-time employees 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 on a first (1 st) day accident, fourth (4 th) day sickness, 26 week duration basis (1/4/26). Maximum benefit \$750.00 per week.
Long Term Disability Benefit	75% of monthly salary to a maximum of \$750.00. 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 life-time benefit per individual.
Extended Health Care Benefit	\$25.00 deductible, 80% reimbursement 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 three (3) months.
- (f) For full-time employees who become laid off, the Employer shall remit contributions required 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:

After an employee has completed six (6) continuous months of employment 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 ($\frac{1}{2}$) day per month sick leave with pay, an employee must work at least seventeen (17) days in the month. New employees hired after the effective date of this Agreement shall not be covered by this Sick Leave Plan.

29. 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.

30. TRANSPORTATION, TRUCK MAINTENANCE AND SAFETY

- (a) No employees 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 stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) 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 Driver shall be responsible for reporting on the proper form any defects of his truck or equipment to whichever person the Employer designates as the person responsible for maintenance of vehicles, etc.

CSRs who do not have and maintain a valid CSR's licence required for their duties may be terminated at the discretion of the Employer.

CSRs will be required to submit their driving abstract once per year.

- (d) No CSR shall be asked or required to service or maintain trucks, except to change flat tires where the necessary tools are provided and to deliver his truck to parking or maintenance areas.
- (e) All vehicles shall be equipped with an approved fire extinguisher and First-Aid kit.

31. 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 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 Unions' 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 from or temporarily suspended from his regularly assigned duties.

32. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications 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) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.
- (d) For overnight routes the Employer shall pay a meal allowance of \$30.00 per day and accommodation costs; and unusual expenses should the driver experience a break down or any other unforeseen delay beyond his normal working period. CSRs will receive above allowance prior to departing on their route.

33. PAID ELECTION TIME OFF

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

34. 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.

35. 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.

36. 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.

37. GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

38. DEFINED PENSION PLAN

Effective March 1, 2003, the Company agrees to enrol the employees in a Defined Pension Plan where the Company will contribute a base contribution of three percent (3%) of gross monthly earnings, for all employees with a minimum of twelve (12) months' continuous service, to the plan. Effective March 1, 2006, the Employer contribution shall be amended to three and a half percent (3 ½ %).

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 _____, British Columbia, this day of _____, 2004.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

CLASSIFICATIONS	RATES PER HOUR		
	Effective Mar. 1/03	Effective Mar. 1/06	Effective Mar. 1/07
A) CSR			
Start	\$15.87	\$16.11	\$16.35
After 12 months	\$17.86	\$18.12	\$18.40
After 24 months	\$19.83	\$20.13	\$20.43
B) Route Relief	\$20.06	\$20.36	\$20.67

The meal allowance for an overnight route shall be thirty dollars (\$30.00).

Seasonal Employees

A Seasonal Employee shall be defined as an employee hired and working between May 1st and October 15th or an employee hired for a period not to exceed one (1) month to meet a specific short-term need such as Christmas workload or the temporary absence of an employee. The rate of pay for these employees will be 25% less than the rate of CSR. Should the employee subsequently return the following year he will receive the probationary rate of a Routeman. Seasonal Employees shall not acquire seniority rights and shall not be eligible to participate in benefit plans until they work outside the employment periods defined.

All other benefits shall be as per the Collective Agreement. Seasonal Employees shall be subject to twenty-four (24) hours' notice of lay-off, or pay in lieu of notice.

If a Seasonal Employee is selected for a full-time position while employed as a Seasonal Employee, the days worked by the Seasonal Employee in his most recent seasonal position shall be counted towards the employee's probationary period as defined in Article 18 (c).

LETTER OF UNDERSTANDING

BETWEEN: **CANADIAN LINEN AND UNIFORM SERVICE CO.**
947 North Park Street
Victoria, British Columbia;

(hereinafter referred to as the "Employer")

AND: **TEAMSTERS LOCAL UNION No. 213**
490 East Broadway
Vancouver, British Columbia;

(hereinafter referred to as the "Union")

RE: OVERNIGHT ROUTES PROPOSED SCHEDULE

The present Route 14, which services the Courtenay/Campbell River area, that currently operates on 2 single day routes and one 3 day overnight route will change to a one day route and a 3 day route each comprising of 10 hours per day.

- a. The 14 route will run one (1) day route and one three (3) day route each comprising of ten (10) hour days.
- b. This route will operate on a Monday to Thursday or a Tuesday to Friday schedule.
- c. On weeks with a Statutory Holiday the Company will have the following options:
 1. Pay the CSR 8 hours additional pay in lieu of a day off.
 - OR 2. The CSR will have a day off with full pay.
- d. The Company reserves the right to expand this concept to other overnight routes if, in the Company's opinion, it is economically feasible to do so.
- e. 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) hour days.

