

**COLLECTIVE AGREEMENT**

**BETWEEN**

**PHELPS APARTMENT LAUNDRIES LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**December 1<sup>st</sup>, 2006 - November 30<sup>th</sup>, 2009**

**DON MCGILL  
Secretary-Treasurer**

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THIS AGREEMENT entered into this 30<sup>th</sup> day of November, 2006.

**BETWEEN:**           **PHELPS APARTMENT LAUNDRIES LTD.**  
3640 No. 4 Road,  
Richmond, 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

(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 of all of its employees (except office and sales staff) employed within the Lower Mainland of the Province of British Columbia.
- (b) The Employer further agrees that if the Employer has purchased or purchases any other company in the same business, the employees of that company shall be transferred to the payroll of Phelps Apartment Laundries Ltd., and the terms and conditions of this Agreement shall apply to them, provided these terms and conditions agree with the Labour Code of British Columbia.
- (c) The term employee as used in this Agreement shall apply to and mean any person who may at any time perform work of any kind for the Employer that the Employer has performed for him which are part of his business functions.
- (d) All work performed in respect to the above definition shall only be performed by employees who are either members of the Union or who are eligible to become members of the Union under Article Three (3) herein. The above shall not apply when employees of the Employer cannot perform certain technical or trade functions, or they are all busy on other jobs, when the Employer may then hire an outside contractor to perform the required work on a temporary basis.

A non-bargaining unit employee may also perform work normally performed by bargaining unit employees in the following situations:

- (i) Instructing, demonstrating or training;
  - (ii) Experimenting, in research and development;
  - (iii) Emergencies.
- (e) Also, where the Employer has now or in the future machines leased out to another party for use in their laundry room(s) and that party under the terms

of the lease arrangement is required to make its own repairs, collections, etc., such leasing will be allowed provided that if at any time the number of employees becomes larger than required for the available work of the Employer and employees have to be terminated, then the provisions of Articles Eighteen (18) and Nineteen (19) will apply in their entirety.

## **2. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from and including December 1<sup>st</sup>, 2006, to and including November 30<sup>th</sup>, 2009, 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 date of November 30<sup>th</sup> 2009, 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.

It is mutually agreed that the operation of Section 50 (2) and 3 of the British Columbia Labour Relations Code shall be excluded from this Agreement.

## **3. UNION SECURITY**

All employees covered by the classification and intent of this Agreement must become and remain members of the Union as a condition of employment hereunder.

The Employer agrees to inform all new employees hired (who are to be covered by this Agreement) that Union membership is a condition of employment after six (6) working days.

Should any employee covered by the Bargaining Unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union discharge such employee. The Union shall save the Employer harmless from financial claims arising from such action.

## **4. DEDUCTION OF DUES, ETC.**

(a) The Union shall submit a checkoff in duplicate at the start of each month. The Employer shall deduct the amounts shown thereon, as well as the deductions dealt with in Section (b) herein, and shall remit along with one (1) copy of the checkoff to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of the following month.

- (b) The Employer shall also on each monthly checkoff list show the names of all employees who commenced and discontinued employment in each month, and the Employer shall deduct and remit to the Union an amount equal to the monthly dues of the said Union for each new employee hired by the Employer.

If the Union checkoff has been remitted for that month, the specified amount shall be added to the next month's checkoff and shown as the previous month's dues deducted from such new employee.

- (c) All employees referred to above will be required to sign an authorization of checkoff of Union dues, initiation fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. The Union shall supply such forms.
- (d) In the case of a Union member being off through vacation, sickness or Compensation on the dues deduction pay date, his dues shall be taken off his first full pay following his return to work.

## **5. UNION ACTIVITIES OF EMPLOYEES**

- (a) No employee shall be discharged or discriminated against for upholding the Union principles; no employee who serves on a committee shall lose his position, nor be discriminated against for that reason.
- (b) The Employer shall allow time off work, without pay, to any employee who is serving on a Union committee or as a delegate, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and shall not be absent for more than five (5) working days at any one (1) time and not more than twice annually. It is agreed that no more than one (1) employee at any given time shall be absent on Union business and that seventy-two (72) hours written notice is given for absence at any one (1) time in excess of eight (8) consecutive working hours.
- (c) It is also agreed that employees shall not take part in Union activities during working hours, excepting Shop Stewards who shall have the right to discuss grievances with the Manager, after first ascertaining from the Dispatcher that the Manager is available.
- (d) There shall be no sympathetic strike by the Union due to jurisdictional disputes.

## **6. LEAVE OF ABSENCE**

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work for any reason, he will automatically be granted leave of absence without loss of seniority until such time as his doctor states he can return to work; however this will in no way impair the Employer's right to a non-culpable discharge, including discharge pursuant to a confirmation by way of a letter from a medical doctor that

advises there is no likelihood of the employee returning to work in the foreseeable future..

- (b) In cases of this type, the Employer shall continue to make payments to the Welfare Plan as set out in the Welfare Plan clause herein.
- (c) Any other type of approved leave of absence shall be confirmed in writing by the Employer. The Company agrees not to unreasonably withhold any leave of absence.
- (d) In any instance where employees accept other employment when off either through illness or accident or written leave of absence, their employment may be terminated.
- (e) Any employee suffering injury or illness shall report the injury or illness to the Employer as soon as possible, even if it does not require him to be absent from work.
- (f) Notwithstanding Company Policy whereby a valid driver's licence is considered a condition of employment, it is agreed as follows:

If any employee having at least two (2) years of seniority has their driver's licence removed for a period not exceeding twenty-six (26) weeks, that employee shall be placed on other work, if available, which would not require the use of a driver's licence, provided it did not create a layoff of another employee; or be given a leave of absence until such time as their driver's licence is returned.

For purposes of this provision, the Rate Retention Clause (Article 34) will be waived and the employee shall be paid at the rate applicable to any work performed.

This privilege will be granted to no more than one (1) employee at any time and no employees shall be entitled to avail themselves of it more than one time during their employment with the Company.

Should more than one employee lose their licence at the same time, the rules of seniority shall prevail.

It is expressly understood that this benefit shall in no way nullify the conditions for Discharge contained in Article 12 (a).

## **7. SHOP STEWARDS**

- (a) The Employer will recognize one (1) Shop Steward and one (1) Alternate elected in accordance with the Union rules and regulations. The Shop Steward or Alternate shall be allowed a reasonable time away from his/her work for the purpose of adjusting grievances.

- (b) The Union agrees to notify the Employer as to the identity of any Shop Steward in a timely manner.
- (c) The Employer further agrees that the selection and/or removal from office of a Shop Steward is the function of the Union.
- (d) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers and Management any alleged violation of this Agreement.
- (e) The Shop Steward and Management shall hold informal meetings to discuss subjects of mutual interest as requested by either party.
- (f) The Union representative will advise the Branch Manager and his/her representative of his/her arrival.

## **8. WORKING APPAREL**

- (a) Employees shall launder their Company issued work apparel in exchange for one hundred dollars (\$100.00) per year, paid annually at the end of each calendar year.
- (b) Uniforms remain the property of the Employer and will be returned to the Employer within seven (7) days of termination of employment.
- (c) Safety boots shall be paid for by the Employer not more than once per year of employment, to a maximum value of one hundred dollars (\$100.00) per employee, casual employees excluded, or two hundred dollars (\$200.00) every two (2) years.

Reimbursement shall be made upon presentation of a paid invoice by the employee to the Employer.

- (d) The Employer shall provide winter jackets to employees who require them.

## **9. UNION NOTICES**

The Employer shall provide a Bulletin Board for the purpose of posting Union notices only, a copy of the Agreement and official papers.

## **10. CONFLICTING AGREEMENT**

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively.

## **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 that the entire operation or any part thereof which is covered by this Agreement is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, or another limited company is set up to perform any of the functions previously performed by the Employer covered herein, 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. Nor shall the Employer use owner operators of any description to vend or in any way perform work done by employees covered by this Agreement. Nor shall the Employer require as a condition of continued employment that an employee purchase any truck or vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business, excepting as defined in Article 1 (d).
- (c) If, at any time, the Employer intends to sell, transfer or lease the entire operation or any part thereof, he shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

## **12. DISCHARGE OF EMPLOYEES**

- (a) The Employer reserves the right to discharge any employee without notice for any of the following causes, and shall have the right to prosecute any employee for dishonesty:
  - (1) Intoxication by alcohol or drugs;
  - (2) Dishonesty;
  - (3) Persistent absenteeism or tardiness;
  - (4) Drinking intoxicating liquors while on duty;
  - (5) Insubordination; or
  - (6) For any other just cause.
- (b) The Employer shall not be liable to give employees any notice prior to discharge, nor shall employees be liable to give the Employer any notice before quitting.
- (c) If an employee is suspended or discharged under Section (a) or any other reason, and the Union alleges said employee has been wrongfully discharged or suspended, the matter shall be taken up through the Grievance Procedure.
- (d) Due to the fact that Servicemen and Collectors are out on the road with no direct supervision, and even though the Servicemen are required to report by radio upon completion of a service call or as required by the Employer, they shall do their work in a conscientious manner.

- (e) Where employees in these categories do not fulfill their obligations to the Employer in that they do not either book off a job as soon as it is finished or that they deliberately kill time when they should be working and the Employer has proof of this, then the employee may be subject to disciplinary action. "Call-backs" may be cause for disciplinary action.

### **13. GRIEVANCE PROCEDURE AND ARBITRATION**

- (a) The Employer and the Union agree that any employee, the Union or the Employer may present a grievance within ten (10) working days of the event giving rise to such grievance. Whenever there arises any grievance, dispute or difference concerning the interpretation, application, operation, or violation of this Agreement, grievances shall be adjusted and settled as follows without a slowdown or stoppage of work:
  - (1) The employee(s) involved, may by himself or themselves, or with the Shop Steward or with the Union Representative first take up the matter with the Management.
  - (2) If the question is not satisfactorily settled this way, the griever and/or the Shop Steward with the Union Representative shall discuss the matter with Management. At this step, the grievance shall be put in writing and if a solution to the dispute is reached, it shall be final and binding.
- (b) If the procedures set forth in (1) and (2) above do not result in a solution being reached within seven (7) days of the first discussion between a Union Representative and Representatives of the Employer, or within such further period as the Employer and the Union agree to in writing, the dispute shall be referred to a Board of Arbitration of three (3) persons appointed as follows:
  - (1) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute within twenty (20) days of the above procedure having been observed.
  - (2) The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
  - (3) The two (2) 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 upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour to appoint such third member.
- (c) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman; provided the time may be extended by agreement of the parties.

- (d) The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement; however, it shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- (e) If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged 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 or suspension had not taken place. However, if it is shown to the Board that the employee has been in receipt of wages from other jobs during the period between discharge or suspension and reinstatement, the amount so received shall be deducted from wages payable by the Employer pursuant to this clause, less any expenses the employee has incurred in order to earn the wages so deducted. Also, the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.
- (f) Each party shall pay its own costs and expenses of Arbitration, the remuneration and disbursements of its appointee to the Board and one-half of the compensation and expenses of the Chairman, and of the stenographic and other expenses of the Arbitration Board.
- (g) Any discharged employee may, within seventy-two (72) hours of his discharge, in writing, require the Employer to give him the reasons for his discharge and the Employer will give such reasons to him, in writing, within seventy-two (72) hours of such request. Only such reasons set forth may be used before a Board of Arbitration. The seventy-two (72) hours shall be within three (3) working days, excluding weekends.
- (h) Any employee called as a witness by the Company for any Arbitration case will be reimbursed for lost wages.
- (i) 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.

#### **14. PAY DAY AND PAY STATEMENTS**

- (a) All employees covered by this Agreement shall be paid not less frequently than every two (2) weeks all wages earned by such employees to a day not more than seven (7) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the hours worked and shall show all straight time hours worked, all time and one-half (1 ½ ) hours worked and all double time hours worked, with the pay

rates for these hours listed and shown separately. It shall then show the total wages applicable and all deductions made from the gross amount of wages and net wages being paid.

## 15. ADVERSE STATEMENTS

Each employee shall have the right to check their own personnel file in the presence of Management and request removal of adverse statements that are more than one (1) year old and such statements shall be removed.

The Union is to receive copies of all disciplinary letters, as well as the employee.

## 16. ANNUAL VACATIONS

- (a) The Employer shall post a blank holiday schedule on the Bulletin Board by February 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 date will be assigned a vacation period by the Manager. Employees will be allowed to choose weeks in which General Holidays fall. The holiday schedule shall only contain the names of employees covered by this Agreement, who are members of the Union or who shall become members of the Union. This list shall also serve as the Seniority List.
  - (1) Each employee covered by this Agreement, in order of seniority, i.e. length of service, shall then choose the dates they desire to have as their vacation period.
  - (2) No other employees of the Employer shall be allowed to have their vacation period interfere with the vacation period of an employee covered by this Agreement.
  - (3) Once an employee establishes the dates for his vacation, the Employer may not alter those dates without the consent of the employee.
  - (4) The Employer shall specify on the list how many employees may take their vacation at any one (1) time, with no less than one (1) employee being permitted to take vacations at any one (1) time.
- (b) Upon completion of one (1) calendar year and up to four (4) continuous years as an employee, employees shall receive two (2) consecutive weeks' vacation with eighty (80) hours' pay at their then applicable rate, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater. A calendar year shall be twelve (12) months from the date an employee commenced work.
- (c) Upon completion of four (4) years and up to nine (9) continuous years as an employee, employees shall receive three (3) consecutive weeks' vacation with one hundred and twenty (120) hours' pay at their then applicable rate, or

six percent (6%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.

- (d) Upon completion of nine (9) calendar years and up to fifteen (15) years as an employee, employees shall receive four (4) consecutive weeks' vacation with one hundred and sixty (160) hours' pay at their then applicable rate, or eight percent (8%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (e) Upon completion of fifteen (15) calendar years service, employees shall receive one (1) extra day's vacation each year to a maximum total of twenty-five (25) days after nineteen (19) calendar years as an employee. Employees shall receive five (5) consecutive weeks' vacation with two hundred (200) hours' pay at their then applicable rate, or ten percent (10%) of their annual gross earnings for that calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (f) For the purposes of determining a calendar years 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, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth. If less than fifteen hundred (1500) hours have been paid, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- (g) 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.
- (h) In the event that an employee leaves 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%) or eight percent (8%) 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 a cheque for the appropriate vacation pay the employee is entitled to.

## 17. GENERAL HOLIDAYS

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

New Year's Day	Canada Day	Christmas Day
Good Friday	Labour Day	½ Day Christmas Eve
Victoria Day	Thanksgiving Day	½ Day New Year's Eve
B.C. Day	Remembrance Day	Boxing Day

If New Year's Eve or Christmas Eve day fall on a regular day off, then employees shall receive one-half (1/2) the working day off immediately preceding New Year's Day and Christmas Day.

If a General Holiday(s) falls on a regular day(s) off, employees shall receive the working day off immediately preceding or succeeding the General Holiday(s). The day(s) off shall be determined by the Employer.

- (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 hourly rate, receive double (2X) their hourly rate for all hours worked during that shift (i.e. triple time), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.
- (c) The foregoing provision shall not apply when an employee does not work his regular shift containing hours either at the start or the end of the General Holiday.
- (d) Employees who are laid off within seven (7) calendar days prior to a General Holiday occurring shall be entitled to such General Holiday with pay. Also, employees who are absent either the day before or the day after a General Holiday shall be entitled to such General Holiday with pay provided they are absent for a legitimate illness or accident.
- (e) The Employer agrees that if during the life of this Agreement that either the Federal or Provincial Government declares or proclaims 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.
- (f) The day of the General Holiday shall be that as declared by the Provincial or Federal Government and paid for as outlined herein.
- (g) Employees shall be paid for each General Holiday, even if it falls on his weekly days off or his vacation.

## 18. SENIORITY

- (a) A probationary period of eighty (80) working shifts, to be completed within a period of two hundred and sixty (260) consecutive calendar days, shall apply

in the case of each new employee, during which time seniority shall not apply and an employee may be laid off without reference to seniority and the Employer shall not be obligated to rehire such employee. The probationary period shall be extended by any working shifts lost due to accident or illness during the probationary period.

- (b) Seniority will be credited from the original date of hiring and seniority shall be lost if an employee:
  - (1) Voluntarily leaves the employ of the Employer;
  - (2) Is discharged for proper cause;
  - (3) Is absent without leave without just cause; or
  - (4) After layoff, fails to report for work for four (4) working days after being recalled by registered letter or two (2) working days by Courier.
- (c) Any employee voluntarily working less than full time shall be placed on a separate seniority list and shall not have the right to bump an employee working full time, but shall have the right to bid for any full time position before new employees are hired. Seniority will commence on the full time list as of the day they start working full time and shall be lost if they revert to less than full time at their request.
- (d) Whenever it is necessary to reduce the number of employees for any reason whatsoever, the employees shall be considered as laid off and will be rehired in order of seniority.
- (e) A reduction in staff may only be affected by the laying off of the least senior employee, provided a senior employee can perform the available work in a competent and reliable manner.
- (f) Employees laid off pursuant to this Section shall retain the right to be rehired for twenty-six (26) weeks from the date of the layoff, provided that the employee shall leave the Employer an address at which the employee can be served notice of rehire. Any employee failing within four (4) working days to respond to a notice of recall by registered mail or two (2) working days by Courier shall be deemed to have forfeited both the right to recall and seniority.
- (g) Where any dispute arises such dispute shall constitute a grievance and shall be settled pursuant to the provisions of Article Thirteen (13) of this Agreement.
- (h) In the event that any employee leaves a job or a new job is created or new equipment is installed, the Employer shall post a notice on the Bulletin Board notifying that a vacancy exists in a particular job, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the Section above, shall receive such job, and if there is any dispute as to whether any employee has the ability to perform the job in

question, he shall be placed on such job to determine whether or not he has the ability, except Collectors and Counters.

If no employee applies, then the Employer may hire who it pleases for such job, subject to the requirements of Article Three (3) herein.

Lead Hands and Shop Lead Hands may be appointed when required by the Employer, based on the individual's ability and qualifications to do the job. If ability and qualifications are relatively equal, seniority shall be the determining factor. This clause is subject to the Grievance Procedure.

- (i) The Employer shall allow any employee promoted to a different classification a reasonable period of trial and if found unsatisfactory shall be given another job within the bargaining unit at the same rate of pay he was receiving prior to his promotion.
- (j) Employees shall be required to notify the Company of any change of address or telephone number within four (4) working days.

## **19. SEVERANCE PAY**

- (a) Severance pay shall apply to any employee who is covered by the terms of this Agreement, provided that his termination arises out of or is attributable to:
  - (1) A decrease in the number of customers due to loss of business;
  - (2) The introduction of equipment or any method of operation which reduces the number of employees, provided he has three (3) years or more of service with the Employer; or
  - (3) If as a result of an illness or injury, the employee is unable to continue working in his/her job.
- (b) Severance pay shall accrue at the rate of one (1) week's full pay, based on an employee's pay at the time of severance, for each year of service commencing with the second (2nd) year of service to a maximum of eight (8) weeks.
- (c) Upon termination, such employee shall be placed on the rehire list for a period of one (1) calendar month. After that time, the employee so affected shall have the option of remaining on the rehire list or accepting severance pay. Should he elect to remain on the rehire list and no suitable employment has been provided by the Employer within twenty-six (26) weeks, he must accept his severance pay no later than twenty-six (26) weeks from the date of his termination.
- (d) Severance pay shall be paid in addition to all other sums owing to the employee.

## **20. CHANGE IN WORKING CONDITIONS**



Notwithstanding the other provisions of this Agreement, wherever the Employer alters or otherwise affects a major change in the job content of any employee, which, it is claimed, is not provided for therein, such alteration or change shall become a matter for negotiations, or failing agreement, for Arbitration under the terms provided elsewhere in this Agreement.

## 21. DAYS AND HOURS OF WORK AND OVERTIME

- (a) The Employer and the Union agree that the standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) consecutive hours, Monday to Saturday, or ten (10) consecutive hours per day and the standard work week shall consist of forty (40) consecutive hours, Monday to Saturday.

The Employer agrees to give one (1) week's notice of any shift change, i.e. four (4) ten (10) hour days or five (5) eight (8) hour days.

- (b) Time worked in excess of the standard hours of work as herein specified shall be considered as overtime, and overtime rates of pay shall be as follows:

- (1) Time and one-half (1 1/2) for the first two (2) hours after the regular shift and double time (2X) thereafter, Monday to Saturday inclusive;
- (2) Time and one-half (1 1/2) if it is a sixth (6th) day that week;
- (3) Double time (2X) shall be paid for all time worked on a Sunday.
- (4) Any employee called back to work after completion of his normal work day shall be paid as follows:

- (i) Monday to and including Saturday - a minimum of two (2) hours pay at time and one-half (1 1/2).
- (ii) Sunday - a minimum of two (2) hours' pay at double time (2X).

- (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 he commences work. No person other than the employee or Dispatcher shall punch that employee's time card to designate the starting and quitting time of that employee.

However, Collectors and/or Servicemen who may be allowed to bring the Employer's vehicle to their residence shall report by radio or telephone at the time they begin and end their work day, giving their exact location at such times.

Employer owned equipment and vehicles shall not be for personal use by the employees at any time unless specific written permission is given by Management.

All time cards shall be kept a minimum of ninety (90) calendar days and made available to the Union upon request.

- (d) All time spent at Employer required meetings shall be classified as work time and paid for as such, with time cards punched prior to such meetings, however, as employees should be prepared to attend training meetings for the upgrading of their capabilities, then employees may attend of their own accord.
- (e) If necessary, employees may be directed to perform such other tasks as their capabilities permit.
- (f) Employees shall not take vehicles home after work unless it is mutually agreed to.
- (g) Any employee, who is competent to do so, may be directed to operate material handling equipment. Any Plant or Service employee may be directed to sweep and clean the plant.
- (h) Where a job in process can be completed within ninety (90) minutes additional work during the working day by the employee, then he shall be required to complete same. Judgement as to completion time shall remain with Management. Time and one-half (1 1/2) shall be paid for the extra work.
- (i) Moonlighting shall be permitted provided employees do not use the Employer's parts, tools, vehicles, time and Customers. Exclusions from moonlighting are repairing and selling of appliances to non-multi-family housing clients and non-commercial establishments.

## **22. BANKING OF OVERTIME**

- (a) All regular hourly paid employees with more than two (2) years' seniority may make arrangements with the Employer to bank accumulated overtime to a maximum of eighty (80) hours. The employee may then request in writing overtime in time off. Notice must be given at least two (2) weeks in advance and will be honoured on a first come basis. Upon request by the employee, such time off will be taken at the Employer's discretion, consistent with the efficient operation of the business during the period October 1<sup>st</sup> through April 30th.
- (b) Any hourly paid employee who wishes to bank overtime will make a request in writing, and this decision will be binding until the last pay period of April.
- (c) Overtime which is banked shall be credited in terms of complete hours (overtime less than one (1) hour per week will be paid in his current pay cheque) and when taken as time off, shall be paid out on the regular weekly pay cheque at the same hourly rate as banked. When an employee leaves the Employer, all banked hours shall be paid out in total.
- (d) The Employer will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so through their supervisor.

(e) Example of banked hours:

1 hour at time and one-half=	1 ½ hours banked.
1 hour at double time	= 2 hours banked.

(f) The Employer will pay out all unused banked hours in the last pay period of each May and these hours will be paid out at the same rate as banked.

### **23. 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 one (1) week to see if he is able to do the job he held at the time of the injury; if unable to do so, the terms of the severance pay clause shall apply.
- (b) Any employee hired to replace an employee off on Compensation shall not accumulate seniority, subject to the return of the employee on Compensation, and shall be subject to dismissal unless another opening is available for him.
- (c) Neither of the above provisions shall apply in instances where it is evident to all concerned that as a result of the injury, the party will be unable to perform the job which he previously held.

### **24. VEHICLE MAINTENANCE AND SAFETY**

- (a) 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.
- (b) Each driver 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 in writing for reporting any defects of his truck or equipment to whichever person the Employer designates as the person responsible for maintenance of vehicles, etc.
- (c) No driver shall be asked or be 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.
- (d) Any accident involving an Employer vehicle must be reported the same day to the Employer and a report made in the required time to the appropriate authorities.
- (e) Employees will follow Employer rules provided that a copy is supplied to the Union prior to posting on the Union Notice Board.

- (f) Employees shall see that all vehicle doors are locked when they leave them for any reason. Failure to do so may be cause for disciplinary action.

## **25. KEEPING OF 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. Such records to be handled in a confidential manner.

## **26. 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. However, the bonding form to be signed by the employee must be approved by the Union. It is further agreed that the costs of such bonding shall be paid by the Employer. Any employee who cannot be bonded shall be subject to immediate discharge without notice.

## **27. HEALTH AND WELFARE PLAN**

- (a) Effective December 1, 2003, the Employer agrees to continue participation in the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). The Employer will continue and/or commence contributions to the Plan and Fund on the following basis:
  - (1) from the effective date for all employees who have completed the requirements set forth in (2) below, as of the effective date;
  - (2) for all other employees as of the effective date and all employees whose date of employment is after the effective date:
    - (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 (1st) 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;

- (iii) from the date of employment for all benefits for any employee subject to transfer provisions of the Plan.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

The benefits as described below shall be provided to the employees in accordance with the terms and conditions of the Plan and Fund:

Medical Services Plan of B.C.	Payment of premiums for coverage at such rates as may be established from time to time by the B.C. Government which has not opted out
Group Term Life Insurance	\$25,000.00
Accidental Death and Dismemberment Insurance	An amount equal to the Group Term Life Insurance
Weekly Indemnity Benefits	66 2/3% of weekly salary benefits to the U.I.C. maximum on a first (1st) day accident, fourth (4 <sup>th</sup> ) day sickness, 52 week duration basis (1/4/52).
Long Term Disability Benefit	\$1,500.00 flat monthly benefit.
Dental Benefit	Basic (Part A) - 100% coverage, Major Restorative (Part B) - 75% coverage, Orthodontic (Part C) - 50% coverage

Extended Health Care Benefit	\$25.00 deductible, 100% reimbursement above deductible with vision care
Prescription Drugs	Included with Extended Health Care and reimbursed subject to the terms of that benefit - OR - through a Prepaid Prescription Programme

- (b) However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.
- (c) The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan by the tenth (10th) day of the month for which such contributions are due. Cheques are to be made payable to the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan.
- (d) 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.
- (e) For 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 Prepaid Prescription Drug Benefit if applicable 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 employee was laid off and shall continue during the lay-off but for a maximum period of three (3) months.
- (f) The full cost of the Health and Welfare Plan shall be borne one hundred percent (100%) by the Employer.
- (g) **Sick Days**

Sick days or personal days accumulated on a basis of four (4) hours per month in advance to a maximum of 6 days per year for regular full-time employees only (effective as indicated below).

At each anniversary date of the current collective agreement, any unused time under this provision shall be paid out at one-half the employee's current rate of pay.

Commencing December 1<sup>st</sup>, 2000 and every year thereafter, following a full year's employment, three (3) days will be credited at December 1<sup>st</sup> and three

(3) days at June 1<sup>st</sup>, to be used as required; however, if taken as personal days, the employee must obtain prior approval from management, which shall not be unreasonably withheld.

**28. TEAMSTERS CANADIAN PENSION TRUST FUND AND PLAN**

Effective December 1<sup>st</sup> 2003, the Employer agrees to make contributions to the Trust Fund and Plan for each employee working in a job classification covered by the Agreement as follows:

Effective December 1 <sup>st</sup> , 2006	\$1.55 per hour for each hour worked
Effective December 1 <sup>st</sup> , 2007	\$1.60 per hour for each hour worked
Effective December 1 <sup>st</sup> , 2008	\$1.65 per hour for each hour worked

The monthly summary report and cheque made payable to the "Teamsters Canadian Pension Plan" are to be forwarded to the Teamsters Local 213 Members Benefit Plans, 490 East Broadway, Vancouver, BC V5T 1X3.

The contributions are due not later than the fifteenth (15<sup>th</sup>) day of the month following that to which they refer.

**29. SEPARATION OF EMPLOYMENT**

Upon an employee quitting the employ of the Employer, the Employer shall within six (6) days of the last day of employment of the employee pay all wages, holiday pay and any other monies owing to the employee to the said employee. The U.I.C. Record of Employment Certificate shall be issued within one (1) working day. If an employee is dismissed for cause, he shall be paid on the day of his dismissal.

**30. PROTECTION OF RIGHTS**

It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through the legal picket line of a Union. Nor shall the exercise of any rights permitted by law be a violation of this Agreement. The Union and its members, individually and collectively, reserve the right to refuse to handle goods from or to any firm or truck which is engaged or involved in any controversy with this or any other Union and reserves the right to refuse to accept goods from or to make pick-ups from or deliveries to establishments where picket lines, strikes, walkouts, or lockouts exist.

**31. WAGE RATES, ETC.**

(a)

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE DEC. 1/06</b>	<b>EFFECTIVE DEC. 1/07</b>	<b>EFFECTIVE DEC. 1/08</b>
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**APPLIANCE TECHNICIAN**

1 <sup>st</sup> 6 months employment	\$15.73	\$16.20	\$16.68
2 <sup>nd</sup> 6 months employment	\$16.79	\$17.29	\$17.81
3 <sup>rd</sup> 6 months employment	\$17.82	\$18.35	\$18.90
4 <sup>th</sup> 6 months employment	\$18.86	\$19.42	\$20.00
5 <sup>th</sup> 6 months employment	\$19.92	\$20.52	\$21.13
6 <sup>th</sup> 6 months employment	\$20.96	\$21.59	\$22.24
Thereafter **(Qualified Appliance Technicians only)	\$24.11	\$24.83	\$25.57

\*\*Qualified Appliance Technician shall be:

- capable of servicing the full line of Laundry Equipment serviced by the Company;
- has a minimum of three (3) years experience in the trade;
- possesses or be prepared to obtain any tickets or certificates required by law, failing which shall be subject to reclassification.

**LEAD HAND**

The Lead Hand will receive one dollar and eighty-nine cents (\$1.89) per hour above his current rate.

**SHOP LEAD HAND**

Capable of rebuilding parts and equipment as well as performing installation and service work in the field; supervise the shop operation and assist in training.

The Shop Lead Hand shall receive one dollar and eighty-nine cents (\$1.89) per hour above his current rate.

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE DEC. 1/06</b>	<b>EFFECTIVE Dec. 1/07</b>	<b>EFFECTIVE DEC. 1/08</b>
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**SHOP/SERVICE PERSON**

1 <sup>st</sup> 6 months employment	\$16.19	\$16.67	\$17.17
2 <sup>nd</sup> 6 months employment	\$17.17	\$17.68	\$18.21
3 <sup>rd</sup> 6 months employment	\$18.12	\$18.66	\$19.22
4 <sup>th</sup> 6 months employment	\$18.99	\$19.56	\$20.15
Thereafter	\$20.62	\$21.24	\$21.87
Thereafter with Tickets required			



by law (i.e. gas, electrical)	\$22.22	\$22.94	\$23.68
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Capable of rebuilding parts and equipment with minimal supervision, as well as performing installation and service work in the field, when required.

**WAREHOUSEMAN/INSTALLER**

1 <sup>st</sup> 6 months employment	\$16.02	\$16.50	\$17.00
2 <sup>nd</sup> 6 months employment	\$17.00	\$17.50	\$18.03
3 <sup>rd</sup> 6 months employment	\$17.95	\$18.49	\$19.04
Thereafter	\$19.31	\$19.89	\$20.49

Capable of rebuilding parts and equipment in shop with minimal supervision and performing delivery and/or installation functions in the field; maintains parts department.

**COLLECTOR**

1st 6 months employment	\$16.44	\$16.93	\$17.44
2nd 6 months employment \$17.27	\$17.79	\$18.32	
Thereafter	\$19.26	\$19.84	\$20.43

**COUNTER**

1 <sup>st</sup> 6 months employment	\$17.54	\$18.31	\$19.10
2 <sup>nd</sup> 6 months employment	\$17.83	\$18.61	\$19.40
Thereafter	\$18.10	\$18.88	\$19.69

<b>GENERAL HELP</b>	\$12.56	\$12.94	\$13.33
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Employees may be given credit for any service they had with another employer, doing the same kind of work or for any training course where they learned this type of work.

**CASUAL**

Casual employees hired for a period not exceeding six (6) days per month in total, and not exceeding thirty (30) days in a twelve month period, shall not be considered as part of the bargaining unit.

**STAND-BY PAY**

Employees required as stand-by for emergency service shall receive payment as follows:

Monday - Saturday	-	1 hour per day
Sunday	-	2 hours per day

Should employee physically do a call-out, employee shall receive four (4) hours' pay at the applicable overtime rate of pay less the one (1) or two (2) hours stand-by pay as the case may be.

(b) **Jury Duty**

All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings arising out of his employment, or in completing driver's tests or doctor's examinations in connection therewith, or being subpoenaed at a trial in which he is not a party shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practicable. All Jury Duty pay or witness fees received by the employee from the Courts shall be reimbursed to the Employer.

(c) **Bereavement**

When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence and shall be compensated at their regular straight time rate for hours lost from the employee's regular scheduled hours of work on any of the days prior to the funeral, the day of the funeral or the day after the funeral for a maximum of three (3) days.

Members of the employee's family are defined as the employee's spouse, father, mother, sister, brother, children, mother-in-law, or father-in-law.

(d) **Injury Pay**

When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident, provided it is necessary that he be absent from work for the balance of the day or longer, on the instructions of a qualified First-Aid Attendant or physician, and provided he does not receive payment from the Compensation Board for the balance of that day.

**32. EATING AND REST PERIODS**

- (a) No employee shall be worked longer than four (4) hours without at least a half (1/2) hour off for the purpose of eating lunch. Employees eating lunch shall not be interrupted during such lunch period. No employee shall be required to take longer than a half (1/2) hour for lunch.
- (b) All employees shall be entitled to a ten (10) minute break in the forenoon and afternoon without loss of pay. The first break in the forenoon must not be taken before at least one and one-half (1 1/2) hours have been worked that day. Also, if an employee works one (1) hour or longer on overtime, he shall receive a ten (10) minute rest break without loss of pay.
- (c) Any employee who works a minimum of two (2) hours overtime during the first two and one-half (2 1/2) hours immediately following the normal work day shall receive a meal allowance of \$8.50, payable on the next day worked

excluding weekends. Employees shall not be paid for time off for purposes of eating a meal.

### **33. MANAGEMENT'S RIGHTS**

- (a) The Employer shall have the exclusive right, duty and power to manage the business and direct the working forces, including the right to hire; suspend, discharge, lay-off, promote, assign to jobs, transfer employees; to increase or decrease the working forces, and to determine the direction and operation of its business.
- (b) Nothing in this Agreement shall be intended or is to be construed in any way to interfere with a recognized right of the Employer to manage and control the business. It is further agreed that nothing in this clause shall be used to discriminate against any employee of the Union, its members or its executives.
- (c) Nothing in any of the provisions of this clause shall in any way limit, void or affect the other provisions of this Agreement.

### **34. NEW CLASSIFICATIONS**

Where new classifications for which rates of pay are not established by this Agreement are put into use after the signing of this Agreement within the Employer's operations, rates governing such operations shall be effective as of the date the classification is put into effect. In the event that such rates are not agreed upon within seven (7) days of the commencement of negotiations, either Party may invoke the Arbitration Procedure as set forth in this Agreement.

### **35. RATE RETENTION**

Employees performing work on a temporary basis in a higher classification shall receive the higher rate for all time worked in the higher classification.

An employee's classification and/or wage rate shall not be reduced as a result of performing work on a temporary basis in a lower classification unless resulting from disciplinary action or if the work exceeds ninety (90) consecutive calendar days.

An employee's classification and/or wage rate shall not be reduced after being recalled from layoff unless work in the lower classification exceeds ninety (90) consecutive calendar days.

### **36. BOOKING ON AND OFF WORK**

All employees covered by the Agreement shall be required to book both on and off work so that proper records may be kept of work in progress. Employees working in the field who, due to the nature of the work, cannot return to the Employer's location

to do so shall inform the Employer accordingly. Discretion regarding booking on and off shall remain solely with Management.

### **37. TOOLS AND EQUIPMENT**

Appliance Servicemen and Installers shall provide themselves with the tools required to do their work. Any specialty tools or tools costing more than \$25.00 will be supplied by the Company.

Employees will be held responsible for tools or equipment issued to them except for normal wear.

Company vehicles must be locked when not attended.

### **38. MEDICAL EXAMINATIONS**

- (a) Any medical examination 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 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 condition 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 medical diagnosis by 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.

**39. PAID ELECTION TIME OFF**

The Employer shall not alter the regular or normal starting time of shifts of any employee on any Election Day.

**40. 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.

**41. JOINT CONSULTATION MEETINGS**

On the request of either Party, the Parties shall meet at least once every two (2) months, at mutually agreeable times until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

The purpose is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

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 Vancouver, British Columbia, this            day of            , 2006.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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