

**COLLECTIVE AGREEMENT**

**Between**

**ALSCO CANADA CORPORATION**

**And**

**RETAIL WHOLESALE UNION  
LOCAL 580**

**January 1, 2013 – December 31, 2018**

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THIS AGREEMENT entered into this 1<sup>st</sup> day of January, 2014

BETWEEN:

**ALSCO CANADA CORPORATION**  
5 West 4th Avenue, Vancouver, British Columbia.

**ALSCO CANADA CORPORATION**  
91 Comox Road, Nanaimo,  
British Columbia.

(Hereinafter referred to as the "Company")

OF THE FIRST PART;

AND:

**RETAIL WHOLESALE UNION LOCAL 580**

(Hereinafter referred to as the "Union")

OF THE SECOND PART;

WITNESSETH:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationship between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

**ARTICLE 1 - BARGAINING AGENCY AND DEFINITION**

**Section 1.** The Company recognizes the Union as the sole collective bargaining agency for all employees referred to in the Certificate of Bargaining Authority.

**Section 2.** The term "employee" as used in this Agreement includes all male and female employees of the Company who are paid on an hourly, salaried or commission basis as referred to in the Certificate of Bargaining Authority.

**ARTICLE 2 - UNION RECOGNITION**

**Section 1.** The Company recognizes the Union as the exclusive bargaining agent for the employees as defined in Article 1 during the term of this Agreement and agrees to negotiate with the Committee selected by the Union looking toward a peaceful and amicable settlement of any difference that may arise between the Company and the Union.

**Section 2.** There shall be no discrimination against any member of the Union because of Union activities.

**Section 3.** The Company shall provide a reasonable number of bulletin boards; the number and location to be agreed upon by the Grievance Committee and the Company for the purpose of posting Union notices, copies of this Agreement and official papers. All such material may be posted only upon the authority of officially designated representatives of the Union.

**Section 4.**

- (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, which is covered by this Agreement is sold, leased, transferred or taken over by sale, lease, transfer, assignment, receivership or bankruptcy proceedings, or another Limited Company is set up to perform any of the functions previously performed by the Company 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 Contract. Nor shall the Company use owner operators of any description to vend, deliver, or in any way perform work done by employees covered by this Agreement. Nor shall the Company 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.
  
- (c) If at any time, the Company 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 and a copy to the Union, not later than the effective date of sale.

**Section 5.** The Company agrees that the present jobs will not be contracted out or leased, except as per the Letter Of Understanding in Appendix "C" regarding same.

**Section 6.** The Company agrees not to enter into any agreement or contract with the 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 Dominion of Canada. Any such agreement will be null and void.

**Section 7.** If it is necessary for any shop steward to take time off during working hours, without loss of pay, to investigate and process grievances or confer with a Representative or member of the Union, he/she shall make satisfactory arrangements with his/her immediate supervisor before leaving his/her place of work.

### **ARTICLE 3 - UNION SECURITY**

**Section 1.** All employees now members of the Union shall as a condition of employment remain members of the Union. All new employees shall become members of the Union upon the completion of five (5) days service with the Company. All employees shall, as a condition of employment, pay Union dues.

**Section 2.** The Company agrees to deduct by the 15th day of each month out of the wages due to such employee, the monthly Union dues and initiation fees and/or assessments of such employee. It will be the obligation of the Employer to get the employee to authorize such deduction in writing.

- (a) All Union dues and initiation fees and/or assessments so deducted shall be remitted by the Company in alphabetical order on forms supplied by the Union, to the Secretary of the Union within twenty-one (21) days after the date of the said deductions, together with a list of the names of the employees from whom deductions were made.

- (b) Names of employees hired, transferred, discharged, on compensation or absent due to illness or injury and all employees who have left the employ of the Company of their own accord shall be submitted to the Union once each month.

The amount of Union dues and Initiation fees and/or assessments deducted will be shown against the individual employee's name. Where a deduction is not made, an explanation will be shown against the employees' name, i.e.

1. Employee laid off
2. Retired
3. Deceased
4. Voluntary Termination
5. Discharged.

**Section 3.** Management personnel outside of the bargaining unit shall not perform work in the bargaining unit except for emergencies, training purposes and for experimentations. Emergencies are limited to unplanned situations where there are no bargaining unit personnel trained and available to do the work or where replacement coverage for absent employees is not available.

#### **ARTICLE 4 - MANAGEMENT**

**Section 1.** The Union recognizes that the Company shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of its affairs, and that the direction of employees is fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:

- (a) Maintain order, discipline and efficiency;
- (b) Organize and reorganize the work of employees;



- (c) Hire, appoint, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline employees for cause;
- (d) Make and enforce and alter from time to time rules and regulations to be observed by the employees. The Company understands it is good practice to review alterations with the Union, prior to implementation.
- (e) Determine and change the operations of the Company; determine and change the locations where the Company's operations are carried on; determine and change the methods of carrying out the Company's operations; set reasonable standards for the performance of work; determine the work to be performed by employees.
- (f) Determine the nature and kind of operations conducted by the Company; the kind and location of equipment to be used; the extension, limitation, curtailment or cessation of operations; the right to sell, merge, consolidate or lease its operations or any part thereof; and to determine all other functions and prerogatives heretofore vested in and exercised by the Company which shall remain solely with the Company.

#### **ARTICLE 5 - HOURS OF WORK**

**Section 1.** The standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, Monday to Friday inclusive for Plant Employees. Vancouver and Nanaimo Route Service Representatives shall work a five (5) day or four (4) day work week from Monday to Saturday. Vancouver and Nanaimo Maintenance Engineers shall work an eight (8) hour day Monday to Saturday. For employees on a four day week scheduled days off will be consecutive where possible.

**Section 2.** The conditions for overtime, statutory holidays, rest periods etc. apply to Plant, Office, and Engineering employees. These Conditions for RSRS are outlined in the RSR Compensation section in Appendix A.

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:

- (a) Time and one half on Saturday and Sunday.
- (b) Time and one half shall be paid for all hours worked before and after the regular shift, Monday to Saturday inclusive.
- (c) Double time shall be paid for all work performed on the following statutory holidays together with such statutory holiday pay as the individual employee may be entitled to under the collective Agreement.

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

As of January 2015, all members are entitled to one (1) paid floating holiday. This day off is subject to the holiday language herein.

- (d) When a holiday mentioned in the above Sub-section (c) falls on a Sunday and is customarily observed on Monday, such Monday shall be considered a holiday under the terms of this Agreement.

- (e) When a holiday set out in the above Subsection (c) is observed on an employee's regular day off the employee shall be allowed such day off with pay along with their normal days off so as to provide consecutive days off.
- (f) Such day in (c) above shall not be tied to an employee's annual vacation. The day must be taken within twelve (12) months from the date it was originally earned, unless otherwise mutually agreed by the parties.

**Section 3.** Employees shall be entitled to the statutory holidays specified in Section 2(c) of this article if they meet the following:

- (a) In order to be eligible for pay for a statutory 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 statutory holiday, except for circumstances as set out in (e) and (f), or for accident or illness which will require a medical certificate.
- (b) In the case of an employee who is temporarily working in a classification calling for a higher rate than the employee's regular rate for a period of one week or more, in which week the statutory holiday occurs, then the employee's pay for the statutory holiday will be at the higher rate.

- (c) New or recalled employees must have worked fifteen (15) days in the previous thirty (30) days and worked the last scheduled day before and after the holiday to be eligible for the statutory holiday.

**Section 4.**

- (a) Employees called in for work and receiving less than four (4) hours work shall be paid for four (4) hours. However, if four hours work is not available at the regular job, an employee shall perform such work for the remaining period of time as may be assigned to him. Employees who are called in from other seniority lists will be guaranteed two (2) hours work or pay in lieu of unless called with less than two (2) hours left in the day.
- (b) Vancouver Maintenance Engineers called in for work but does not start work shall be paid at least two (2) hours for that day; and any engineer who starts work shall be paid at least four (4) hours for that day. Employees shall not be required to perform work other than the work they were called in to perform.

**Section 5.** Starting times shall be determined by the Employer, in consultation with the Union, within the band set out in Appendix B. Should it become necessary to change the starting times, the Employer shall provide at least forty-eight (48) hours notice. The starting and stopping times for meal breaks shall be mutually determined. Forty-eight (48) hours notice shall not be required in exceptional circumstances where schedule changes are necessary for reasons beyond the control of the Company.

**Section 6.** Overtime shall be authorized by Management and shall be offered in seniority order to full-time employees in the classification who are already performing the work in question and who have indicated interest in working overtime. If no full-time employees in that classification accept the offer to work overtime, the work shall be assigned to the junior full-time employee(s) already at work who are capable of performing the work. Where one such work assignment is made to a full-time employee who is incapable of working overtime by reason of child care responsibilities, scheduled medical appointment or unforeseen emergencies, the Company shall assign the work to the next most junior full-time employee capable of performing the work.

Where overtime is required for Route Service Representatives the RSR is to inform the RSR Manager, or designate so that the circumstances can be surveyed and a decision made as to what action should be taken. In emergent situations, and where employees either refuse or are not available to work overtime, the work in question shall be carried out by the Company.

**Section 7.** All employees shall have a fifteen (15) minute rest period midway during each work period of three (3) hours or more without a deduction in pay.

**Section 8.**

- (a) All employees must have all their straight time and overtime recorded on a time clock and shall be required to punch a time clock where possible and shall be paid accordingly.

**Section 9.**

- (a) If a Vancouver Maintenance Engineer is requested to work during his assigned lunch break, he shall receive one-half (1/2) hour overtime pay and shall be granted a further one-half (1/2) hour of Company time with which to consume his meal.

- (b) It is understood and agreed that no Maintenance Engineer operating alone shall be permitted to leave the plant while the boiler is in operation. No hazardous work may be assigned to a Maintenance Engineer which would interfere with his safety while working alone.
- (c) Maintenance Engineers will be granted five (5) minutes the end of the shift to wash up.
- (d) Vancouver Maintenance Engineers required to perform overtime in excess of two (2) hours shall be granted a fifteen (15) minute break and a Five Dollar (\$5.00) meal allowance.
- (e) In the event that the Company changes a Vancouver Maintenance Engineer's regular shift or hours, it agrees to give the said employee at least forty-eight (48) hours' prior notice of such change. Failure to give such notice will obligate the Company to pay the employee for the first eight (8) hours at overtime rates as per Section 2 of this Article.

#### **ARTICLE 6 - WAGES**

**Section 1.** Wages, and classifications of work are attached and known as Appendixes "A" and "B" and are effective as of the dates set forth in Appendixes "A" and "B". The Company shall not pay an employee at any rate other than as agreed in Appendix "A".

**Section 2.** When an employee is temporarily removed from their regular work and placed on other work for the Employer's convenience, they shall be paid their regular rate of pay or the rate of the other work, whichever is the greater. It is also agreed that, regardless of age or sex, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance and performance standards are met based on the employee's skill and experience in the position.

**Section 3.**

- (a) When new job classifications are established, as deemed necessary and advisable by the Company, the Union shall be advised. A rate shall be set by the Company; if after a trial period of thirty (30) days, the Union deems the adjustment made by the Company to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.
  
- (b) When the deletion of existing job classifications are deemed necessary or existing job classifications require changes, because of changes in the character of duties and responsibilities as deemed necessary by the Company, the Union shall be advised in writing of the contemplated change. Thereafter, a meeting will be arranged between the Company and the Union to discuss such deletion or change.

It is understood that the Company will make every effort to make such change or deletion with the least amount of dislocation amongst the employees. If the Union deems the deletion or change to be unsatisfactory the dispute shall be settled pursuant to the Grievance Procedure herein provided.

**ARTICLE 7 - SENIORITY**

**Section 1. Lay-offs and Rehiring**

- (a) Length of service shall be the deciding factor governing lay-offs and rehiring after lay-offs except where by mutual agreement between the Company and the Grievance Committee the senior employee does not have the capabilities to perform the work to be done. Length of service shall be determined by the seniority lists described in Section 6(b) below.

- (b) If mutual agreement is not reached under the above procedure, then the matter shall be referred to the Company's Labour Relations Representative and a Representative of the Union. If mutual agreement is still not reached, then seniority shall prevail.

**Section 2. Promotions**

- (a) Length of service in accordance with Section 1 (a) and (b) shall be the deciding factor governing promotions except where by mutual agreement between the Company and the Grievance Committee, the senior employee does not have the capabilities to qualify with training for the vacancy. Employees from the plant or office may apply to RSR positions, and plant into office positions.

**Section 3. Job Vacancies**

- (a) Plant, Office and RSR positions will be posted by classification. When a job vacancy occurs, the Company will bulletin the job for three (3) working days. Applicants wishing to apply for the position shall make a written request in duplicate, one copy to the Company and one copy to the Chairman of the Grievance Committee. Employees absent on vacation for up to two (2) weeks will be deemed to be applicants.
- (b) If the successful applicant is promoted to another department, that appointee's name will be placed on the bottom of the seniority list, where the vacancy occurred and for which the employee applied, for the purpose of job, vacation scheduling, lay-offs and recalls within that group or list to which the employee moved through the job postings.



Such employee(s) would retain his total Company seniority for the purpose of determining vacation entitlements, health and welfare benefits and all other fringe benefits. Such employee(s) would also be entitled to use their total Company seniority within their original group or list to bump back to their original group or list at a base rated job, in the event of a lay-off or cut back within the group or list which they had posted to.

- (c) It is further agreed that when an employee, who has transferred from one seniority list to another list and has not completed the thirty (30) working day trial period, shall return to the job in the former seniority list from which he transferred, if laid off. When a transferee has completed his probationary period and is placed on the seniority list in the new location, he shall have no right to return to the previous group in the case of a lay-off. The transferee shall then be placed on the bottom of the seniority list (if more than one transfer has taken place, traditional seniority will be applied) in the new location. However, the transferee would retain total company seniority for benefit entitlement.
- (d) Should a Vancouver employee wish to transfer to Nanaimo or visa versa, the employee shall file a transfer request with the Company. This written transfer request shall be considered as an application for posted jobs in the operation to which the employee wishes to transfer for a period of three (3) months.
- (e) It is recognized that the transferee has less seniority than any of the employees on the list to which the transfer is requested. Should the transferee be awarded the job, it can be filled on a temporary basis locally, until the transferee can report for work. The transferee must report for work within thirty (30) working days of being awarded the job.

- (f) The transferee shall then be placed on the bottom of the seniority list in the new location, however, the transferee would retain total company seniority for benefit entitlement.
- (g) It is understood that any member holding a position by posting or transfer for a period of sixty (60) calendar days, will be considered posted into that position. If that position becomes vacant, it automatically is subject to the posting language herein.
- (h) It is agreed that the applicants for the following positions may not transfer to another for a period of one (1) year:

Vancouver: A. Washfloor Employees  
B. Shipper - Receiver  
C. Cabinet Repair  
D. Buyer  
E. Utility  
F. RSR

Nanaimo: A. Assembler  
B. Stock Clerk / Marker  
C. Utility  
D. Computer Operator  
E. Lead Hand  
F. Plant Service Representative  
G. Washfloor Employees  
H. RSR

Plant postings will be for a probationary period of up to thirty (30) working days. RSR and Maintenance postings will be for a probationary period of up to sixty (60) working days. If employees are unsuccessful as determined by either the employee or the employer, the employee will return to his old position.

**Section 4. Loss of Seniority** - Seniority shall be lost and employment will be terminated if an employee:

- a) Voluntarily leaves the employ of the Company, or
- b) Is discharged, or
- c) Is absent without leave without just cause, or
- d) Is laid off for a period of twelve (12) months continuous.
- e) After lay-off, fails to report for work for five (5) working days after being recalled.

**Section 5.** It is understood that persons laid off are subject to recall. The Company shall forward by courier a letter to the last known address. If the person fails to report for work, he or she shall forfeit all seniority rights and employment will be terminated.

**Section 6**

- (a) Every six (6) months, the Company will supply the Chairman of the Grievance Committee with Seniority Lists of all employees covered by this Agreement; said lists to contain the names, classifications and original date of employment of each employee. In addition, a copy of the seniority list that include updated addresses shall be forwarded to the Union Office.
- (b) There shall be five (5) Seniority Lists which shall more specifically include the following groups:
  - (i) One Seniority List of all Vancouver Service Representatives.
  - (ii) One Seniority List of all Vancouver Plant Employees
  - (iii) One Seniority List of all Vancouver Office Employees
  - (iv) One Seniority List of all Vancouver Maintenance Engineers.
  - (v) One Seniority List of all Nanaimo Employees

**Section 7.** An employee within the scope of the Bargaining Unit who accepts employment with the Company outside the scope of the Bargaining Unit shall be permitted to return to the Bargaining Unit. This employee shall be granted a six (6) month probationary period. Before this period expires the employee may bump back to their prior position with no loss of seniority.

#### **ARTICLE 8 - PROBATIONARY PERIOD**

Employees shall be regarded as temporary for the first sixty (60) days worked of employment and during this period employees acquire no seniority or re-employment rights and may be laid off at the Employer's discretion. A meeting between Management and the Union Committee will take place approximately half way through the probationary period with the employee to discuss their progress and training requirements.

After such period of employment, the names of such employees shall be placed upon the Seniority List in order of date of original hiring. It is understood that probationary employees have full rights to the Grievance Procedure of the Collective Agreement. The probationary period can be extended by mutual agreement.

#### **ARTICLE 9 - LEAVES OF ABSENCE**

**Section 1.** Leaves of absence will be granted an employee without pay for a period not exceeding three (3) calendar months for good reason.

**Section 2.** Employees requesting a leave of absence must comply with the following conditions:

- (a) leaves will be evaluated against operational requirements.

- (b) An employee must be steadily employed for a minimum of two (2) years to be eligible for a leave of absence except in extenuating circumstances.
- (c) A leave of absence may not be requested oftener than once per two (2) year period except under extenuating circumstances.
- (d) Number of employees off at any one time:  
  
Nanaimo - two (2) people but only one (1) Service Representative and one (1) office person at a time  
  
Vancouver - two (2) Plant and one (1) Service Representative and one (1) office person at a time. More than the specified numbers in this agreement may be allowed off by mutual agreement based on the needs of the business.
- (e) An employee must make the request for such leave in writing at least thirty (30) days prior to the date of the commencement of the leave.
- (f) When a request for leave is received, it shall be posted on the Bulletin Boards for five (5) working days.
- (g) During the five (5) day period, other employees may make application for leave during the same period.
- (h) If no further applications are received, the leave will be awarded. If further applications are received, the leave shall be awarded by seniority.
- (i) Once the leave is awarded, the employee cannot be bumped.

- (j) Once the leaves are awarded, the names shall be posted on a permanent schedule on the Bulletin Board.
- (k) Employees to pay for all Benefits on a pro-rated basis for all leaves of absence.

**Section 3.** The continued employment of employees who are absent for a period of twelve months (12) or more will be reviewed by the Company and Union. The Company reserves the right to make the final decision respecting continued employment or termination. A legal/medical assessment may be necessary.

**ARTICLE 10 - SICK LEAVE**

**Section 1.**

- (a) Subject to the provisions for new employees in Appendix "A", effective date of ratification for current employees, and upon completion of thirty (30) days service with the Company each employee shall accrue one day per month sick leave with pay to a maximum of six (6) days in any one calendar year.

Employees accumulate sick pay only if at work including vacation and jury duty. Seventeen (17) days of work in a calendar month will be considered one (1) month. New employees shall accumulate sick leave as per Appendix "A"

- (b) Employees shall be compensated in cash for one hundred percent (100%) of any unused sick leave days in the first January pay period each year. Employees will have the option to carry forward up to three (3) days to be deducted from their cash payout.
- (c) It is understood that employees accumulate sick leave as set out above in all circumstances except during a period of lay-off or leave of absence, or when an employee has been off work on wage indemnity.

**Section 2.**

- (a) In order to be eligible for sick pay, employees must contact their supervisors as soon as possible, preferably on the morning of the first day of disability. Employees must call in at least ten (10) minutes prior to the beginning of their scheduled shift. Any abuse of this Section will render the employee ineligible for disability pay.
- (b) If it is mutually agreed that an employee appears to have developed an unacceptable pattern of sick leave, the Company may require a medical certificate for any additional absences.

**ARTICLE 11 - LAY-OFF NOTICE**

- (a) In the event of a lay-off two (2) working days notice or two (2) days pay in lieu of notice shall be given to the four (4) most junior employees on the Vancouver Plant Seniority List, the two (2) most junior employees on the Nanaimo Seniority List, the most junior employee on the Vancouver Service Representatives Seniority List who are working at the time of such lay-off notice is issued.
- (b) All other Employees who have completed their probationary period when laid off shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice.

All lay-off notices shall be in writing with one copy to be presented to the Employee being laid off and one copy to the Shop Steward with the date lay-off notice is given. (Excluding employees hired for summer help as per Appendix "B", and temporary drivers hired for a fifteen (15) working day period. Employees in these categories will receive twenty-four (24) hours written notice of lay-off).

- (c) The two (2) day notice period in section (a) above is waived if people on layoff are called in to work for one (1) day periods of time. Employees can refuse this days work without penalty. If there is a bypass of seniority, the one day recall will be extended.

## **ARTICLE 12 - VACATIONS**

**Section 1.** Employees who have the following records of service with the Company shall be entitled to the following vacations with pay:

- (a) Those with less than one (1) year - the provisions of the Employment Standards Act of British Columbia.
- (b) Those with one (1) year or more –two weeks at four percent (4%) of their gross salary earned.
- (c) Those with five (5) years or more –three weeks at six percent (6%) of their gross salary earned.
- (d) Those with eleven (11) years or more –four weeks at eight percent (8%) of their gross salary earned.
- (e) It is understood that employees shall not accumulate vacation credits if off work on WCB, WI, or leave of absence.
- (f) Vacation and vacation pay shall be earned on a calendar year basis. An employee who commenced employment during a calendar year shall be entitled to a pro rata vacation and vacation pay in the subsequent calendar year.
- (g) All employees who were eligible for five weeks (10%) or six weeks (12%) vacation as at December 31<sup>st</sup>, 2006 shall be red circled and continue to be entitled to five or six weeks vacation as the case may be. Such employees shall be paid vacation pay calculated as the applicable percentage of the prior calendar year's income.



- (h) Vacation pay is accrued as earned. The Company shall maintain a record of accruals and vacation actually paid out. An employee shall not be entitled to receive vacation pay in excess of the balance accrued and shall be entitled to any remaining balance in the event of cessation of employment.

**Section 2.**

- (a) Before leaving for their vacation, employees shall be entitled to their vacation pay for their vacation period upon which they are embarking.
- (b) It is understood and agreed that all employees shall be paid their regular weeks pay when taking their annual vacation. At each year end (December 31st) the applicable percentage shall be calculated on each employees gross earnings and any amounts in excess of their regular rate of pay received previously by the employee as vacation pay, shall be paid to each employee on the first pay day in January of the following year.

**Section 3.** Vacations shall be awarded on the following basis:

- (a) Prime Time Vacation Period shall be from May 1st to September 30th. Eligible employees can take a maximum of three (3) weeks off in prime time until everyone has had a chance. If there are open weeks these can be filled in by seniority.

Non-Prime Time Vacation Period shall be from January 1st to April 30th and October 1st to December 31st. Employees shall schedule any additional weeks, or all of their vacation during non-prime time vacation period.

- (b) The preferred position in the selection and allocation of vacation periods shall be awarded on the basis of seniority as defined in Article 7.

- (c) The vacation schedule shall be posted on October 1st for the vacation year commencing January 1st. Employees shall designate their vacation preference by seniority subject to Section 4 (a) above by December 15<sup>th</sup>. Employees shall not unduly hold up the vacation scheduling process so that others may schedule their preference. The Company will schedule vacations for Employees who fail to designate their preference by January 15th, in which case they shall receive vacation within the vacation period but only during those periods not already allotted.
- (d) The vacation schedule shall be prepared between the Company and the Grievance Committee and finalized no later than February 1st.
- (e) The Company and the Grievance Committee shall adjudicate any conflicting vacation scheduling.

**Section 4.** An employee who is called to work during any period of scheduled vacation shall receive, in addition to vacation pay, straight time for every hour worked plus an equal amount of time off with pay.

**Section 5.** Employees must take all scheduled time off accrued and shall not be paid in lieu.

**Section 6.** Vacation that has been scheduled during any periods of Workers' Compensation or Weekly Indemnity must be taken prior to returning to work. When an employee is on a return to work program the first full week is part of the back to work program, the second and subsequent weeks will be part of any outstanding vacations.

**Section 7.** The Grievance Committee shall have access to all vacation records at any time.

**Section 8.** Employees leaving the employ of the Company shall be paid a vacation allowance, dating either from the date of employment, or the last vacation period, whichever may be applicable, as follows:

- (a) less than five (5) years - four percent (4%) of gross earnings;
- (b) five (5) years or more - six percent (6%) of gross earnings;
- (c) eleven (11) years or more - eight percent (8%) of gross earnings;

#### **ARTICLE 13 - SAFETY AND HEALTH**

**Section 1.** The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

**Section 2.**

- (a) There shall be a Safety Committee in each operation as provided for under the Workers' Compensation Act, composed of equal representation on behalf of the Company and the Union and monthly meetings of the said Committee shall be held.

Vancouver and Nanaimo - It is agreed that first aid facilities as required by the Workers' Compensation Board and a qualified first aid attendant, coming within the bargaining unit and holding an Industrial First Aid Certificate, shall be provided by the Company.

If an emergency situation exists, where no-one from the bargaining unit is available First Aid duties may be performed by a qualified non-bargaining unit employee until such time as a qualified bargaining unit employee is available.

It is agreed the Company shall pay the costs of the First Aid course the first time an employee applies for the position and any renewal. Any employee who fails the course, but wishes to re-take the course, will not be compensated for the course costs or time required to take the course.

The Company will pay a re-write fee and one-half (1/2) day off (for a re-write only).

The requirement for a first aid attendant shall only apply if so required by the Workers' Compensation Board.

**Section 3.** The Company will maintain adequate and clean lunch rooms and toilet facilities for the benefit of all employees.

**Section 4.** Equipment and Care of Trucks - All trucks shall be properly serviced and equipped to meet legal requirements of health and safety. It is understood and agreed that no driver shall normally be required to change tires or chains or be responsible for maintenance or repair of trucks. RSR's are required to report vehicle damage or malfunction at the commencement of each shift. Each truck shall have a repair maintenance log. The Company shall be responsible for the testing of trucks, as required by the Civic, Provincial or Federal Government.

**Section 5.** The Company shall supply appropriate CSA approved footwear for all employees working on the wash floor and for all RSR's. Wearing of such footwear is a requirement for these employees.

**ARTICLE 14 - GRIEVANCE PROCEDURE**

**Section 1.** Any disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement concerning the interpretation or application of the terms and provisions of this Agreement shall be considered a grievance. All grievances shall set out the matter complained of, the specific provisions of the Agreement allegedly violated, the remedy sought and must be signed by the grievor.

In case of a difference arising, an honest effort shall be made to settle the difference in the following manner.

**Section 2.** There shall be a Grievance Committee consisting of three (3) employees in the bargaining unit, designated by the Union and who are actually then in the employ of the Company and who will be afforded such time off as may be required to attend meetings with the Management, held at the request of the Management or the Grievance Committee. Minutes of the meetings shall be kept, signed by both parties, one copy to be retained by the Company and one by the Union and a copy to be posted on the Bulletin Board.

**Section 3.** The Union agrees to advise the Company of the names of members of the Grievance Committee in writing and also of any changes from time to time.

**Section 4.** All grievances shall be submitted in writing and be taken up within ten (10) working days of the employee or union representative becoming aware of their occurrence. The first through third steps indicated below shall be completed within thirty (30) working days, as follows:

- FIRST:** A discussion between the aggrieved employee with the Shop Steward and an official designated by the Company. If a satisfactory settlement is not reached within three working (3) days, Step Two to be invoked
- SECOND:** The grievance is to be written on proper grievance forms and presented in a discussion between a member or members of the Grievance Committee and Management. If a satisfactory settlement is not reached within three working (3) days, Step Three to be invoked
- THIRD:** A discussion between the Representative of the Union, the Grievance Committee and the Management. If a satisfactory settlement is not reached within three working (3) days, Step Four to be invoked.
- FOURTH:** The grievance shall be submitted to arbitration. The parties shall first endeavour to agree on a single arbitrator and if the parties fail to agree the following provisions for a three (3) person arbitration board shall apply. The Union shall nominate one arbitrator and the Company shall nominate one. Nominations shall be made within thirty (30) days of Step Four being initiated.
- FIFTH:** The arbitrators shall attempt to nominate an impartial arbitrator who shall act as Chairperson of the Arbitration Committee. Failing to agree upon such impartial arbitrator within a further twenty-four (24) hour period, the Minister of Labour shall be requested to appoint such impartial arbitrator.

**Section 5.** In the case of a grievance involving the dismissal of an employee, the first Step of this Grievance Procedure may be omitted.

**Section 6.** The Company and the Union agree that Sub-section 1 of Section 87 of the Labour Code of B.C. shall only be implemented where mutually agreed by the Employer and the Union.

**Section 7.** A decision of the Board of Arbitration shall be final and binding upon the parties. The Board may not, by its decision, modify, waive, abridge, alter or extend any of the terms of the Agreement, render a decision which is inconsistent with the terms of this Agreement, nor deal with any matter not covered by this Agreement. The Board of Arbitration may interpret the provisions of this Agreement but shall not deal with any matter not set forth in the copy of the grievance referred to in Section 1 of this Article.

**Section 8.** It is understood and agreed that the Company has the right to file grievances with the Union. Such grievances shall be submitted, in writing, at step three by the General Manager to the Union Committee.

#### **ARTICLE 15 - DISCHARGE CASES**

In the event an employee be discharged or laid off and he or she believes that he or she has been dealt an injustice, such discharge or lay-off shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that an injustice has been dealt an employee, the Company shall reinstate such employee and pay full compensation for time lost, or any lesser amount as may be agreed upon between the Company and the Union or as may be determined by a Board of Arbitration.

**ARTICLE 16 –LABOUR MANAGEMENT COMMITTEE**

A labour management committee shall be established comprised of up to four (4) Company and up to four (4) bargaining unit members. Meetings shall be scheduled by the Company during working hours. The Committee shall address all matters of labour relations concern, including the financial performance of the Company. The mandate of the Committee is to improve communication and share suggestions to improve the work place and the business.

**ARTICLE 17- HEALTH AND WELFARE**

**Section 1.** The Company agrees to maintain the following Medical Plan, Sickness and Accident, Weekly Indemnity Plan and Group Life Insurance Plan for the duration of this Agreement and no changes will be put into effect unless mutually agreed upon between the Company and the Union. Eligibility for healthcare benefits is described in Appendix A New Employees.

The Company agrees to continue to pay the full cost of the following benefit premiums for its employees covered by this Agreement and their dependents: Medical Services Plan of B.C., Life Insurance, AD&D Insurance and Weekly Indemnity. In the event that an employee waives the Medical Services Plan of BC., they will be paid an hourly rate according to the coverage waived i.e. Single six (6) cents/hr, Couple sixteen (16) cents/hr., Family nineteen (19) cents/hr.

**Weekly Indemnity Insurance**

- weekly benefit - 66 2/3% of salary to a maximum \$1500.00
- 1st day of overnight hospitalization
- 4th day sickness or accident
- Length of coverage - twenty-six (26) weeks



Group Life Insurance

- an amount equal to each employee's annual earnings to the nearest thousand dollars.

A.D.& D. coverage.

- units of \$10,000.00 to a maximum of \$200,000.00

The Company agrees to provide bargaining unit members with the ability to participate in the Extended Health Plan and the Dental Plan. The Company will pay eighty (80) percent of the Single coverage and seventy (70) percent of the Family coverage. Employees who participate will pay twenty (20) percent of the Single coverage or thirty (30) percent of the Family coverage whichever applies. Those employees who opt out of these coverages will receive the following additional increases to their hourly rates depending on the opted out coverage.

Extended Health:

- Family - thirteen cents per hour (\$.13/hr)
- Single - four cents per hour (\$.04/hr)

Dental Plan:

- Family – seventeen cents per hour (\$.17/hr)
- Single – four and a half cents per hour (\$.045/hr)

Management and the Union will review any changes to the benefits before they are implemented because the costs are shared. Any changes will be subject to Union approval. Such approval will not be unreasonably withheld.

- (c) The Extended Health Care Plan has a deductible of fifty dollars (50.00/yr) for Single Coverage and one hundred dollars per year (\$100.00/yr) for Family coverage. Extended Health includes H.E.P. (Hearing Aid, Eyeglasses, and Prescription Drug Plan). The Extended Healthcare Plan has an unlimited lifetime maximum.

**Section 2.** Subject to the cost sharing arrangements above, the full cost of all benefits will be borne by the Company. Such contributions for all benefits shall be maintained during any absence due to illness or compensation, unless the employee opts out of the cost share. All benefits paid by the Company will cease after twelve (12) months of absence

## **ARTICLE 18 - GENERAL CONDITIONS**

### **Section 1.**

- (a) The pay period shall end on every second Friday, and pay day shall be the following Friday.
- (b) Paycheques will have an attachment which states the hours worked by the employees, the rate of pay, and where the rate varies, the hours worked at each rate, the hours of overtime worked and the overtime wage rate, the amount of each deduction, and the purpose of the deduction, and the amount being received by the employee. RSR's shall receive a statement of earnings for each pay period, including a breakdown of commissions and bonuses earned.
- (c) Errors in pay shall be corrected by the end of the following working day if more than two (2) hour's pay is involved, or \$40.00 for RSRs. For errors of less than two hour's pay or \$40.00 for RSRs, they shall be corrected on the next pay cheque.

### **Section 2.**

- (a) Service Representatives shall be reimbursed by the Company for out of town overnight trips. The rate of reimbursement shall be:
  - (i) The cost of sleeping accommodation at a hotel or motel arranged by the Company.

- (ii) The cost of meal reimbursement per overnight trip shall be \$ 38.00.
- (iii) The cost of one (1) personal telephone call home (not to exceed five (5) minutes in duration).

**Section 3.** Credit on the routes and the rules and regulations thereof are the sole responsibility of the Employer as the Employer is the sole person who can control and regulate credit through their employees. The Employer shall keep posted in conspicuous places the rules and regulations regarding credit. The Employer is solely responsible for bad debts providing that the regulations in effect regarding the granting of credit has been observed by the employee and enforced by the Employer.

**Section 4.** Each Service Representative 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 their abilities in all respects and account daily for all monies collected on behalf of the Employer

**Section 5.**

- (a) The Company shall provide, maintain and repair free of charge a uniform consisting of the following:

Service Representatives - one winter jacket, two standard uniform jackets, five trousers or skirts, eleven shirts. For Drivers wearing of tie is optional.

Plant - smocks, coveralls, aprons or pants and shirts as designated, which must be worn whilst at work.

- (b) The Company agrees to supply municipal parking permits where necessary.

- (c) Any revision shall be by mutual agreement between the Company and the Union.

**Section 6.**

(a) It is understood and agreed that upon leaving the employ of the Company, a Service Representative may not within six (6) months work for a competitor in the same area he has served while employed by the Company.

(b) It has been agreed that all Service Personnel will sign the Also Confidentiality and Competition Policies.

**Section 7.** It is understood that the following order shall be used to cover temporary relief work as Service Representatives

- (1) Laid off RSR's if available within twenty-four (24) hours
- (2) Plant employees who hold Plant Service Representative postings at the date of ratification of this collective agreement.

**Section 8.**

(a) The Classification of "Maintenance Engineer" means an individual employed for the purpose of operating and maintaining the necessary power plant equipment and maintaining all other plant equipment.

(b) In the event of a Maintenance Engineer relieving the Chief Engineer for longer than four (4) hours, he shall be paid an additional One Dollar (\$1.00) per hour, over and above, for all hours worked while relieving the Chief Engineer.

(c) It is not the intent of the Company to have the Chief Engineer, unless covered by this agreement, perform work normally done by Maintenance Engineers.

Except under emergency or training conditions, we would not expect him to attend the boiler or do any other Maintenance Engineers work. The forgoing is not intended, however, to dilute his responsibilities and authority under law or normal practice as Chief Engineer as it applies to the safe orderly operation of his department.

- (d) It is further agreed that the Company expects its employees covered by this Agreement to take reasonable precaution, in the care and custody of their tools. In the event an employee loses or breaks a tool, the Company shall provide a replacement tool of equal quality and price. Should it be demonstrated that this matter has been abused, this Agreement shall be withdrawn.

#### **ARTICLE 19 - JURY DUTY PAY**

An employee summoned to jury duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days.

#### **ARTICLE 20 - LABOUR DISPUTES**

The Company agrees that in the event of a legal strike amongst the employees of a concern with which the Company is doing business, it will not ask, require or in any way force or compel members of the Union to service such a strike-bound firm by crossing any legally established picket line(s). It is further agreed that members of the Union will not be asked, compelled or forced in any way to handle "hot" goods from any strike-bound firm when such "hot" goods have only been made available for handling through some subterfuge that seeks only to circumvent the legally established picket line(s) at the struck plant or concern.

**ARTICLE 21 - COMPASSIONATE LEAVE**

**Section 1.** In the event of a death of an employee's parents, legal guardian, grandparents, children, sister, brother, spouse, step-parents, common law spouse, the employee will be granted up to three (3) working days compassionate leave with pay. In the event of a death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, foster children, the employee will be granted one (1) working day compassionate leave with pay.

**Section 2. Maternity Leave**

- (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave
  - (a) beginning
    - (i) no earlier than 11 weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (b) ending
    - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
    - (ii) no later than 17 weeks after the actual birth date.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

- (3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must
  - (a) be given in writing to the employer,
  - (b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) (i) must
  - (a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and
  - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

**Section 3.** Parental leave

10(1) An employee who requests parental leave under this section is entitled to:

- (a) for a birth mother who takes leave under Section 2, above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 2, above, unless the employer and employee agree otherwise,
  - (b) for a birth mother who does not take leave under Section 2, above, in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
  - (c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
  - (d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must:
- (a) be given in writing to the employer,
  - (b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and



- (c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 2 (3) or subsection (2) of this section.
- (5) On return from maternity leave, every effort will be made to place the employee in her former position, or equivalent.
- (6) All benefits (i.e. medical, H.E.P. etc.) will be maintained by the Employer for the duration of the maternity or parental leave of any employee. Benefit cost sharing arrangements (80/20 or 70/30) will be maintained during the duration of the maternity or parental leave.

**Section 4.** Special Leave - An employee not on leave of absence without pay shall be entitled to special leave at the employee's regular rate of pay allocated on the following basis:

- (a) marriage of employee up to - five (5) days.
- (b) marriage in immediate family up to - two (2) days.
- (c) divorce of employee - one (1) day.
- (d) moving household furniture and effects to new residence - one (1) day.
- (e) attending a hearing to become a Canadian Citizen - one (1) day.
- (f) illness in immediate household - two (2) days.

In the case of sub-items (a), (b), (c), (d) and (e), the request for leave must be made no less than five (5) days in advance. In the case of Sub-item (f), the employee must give the Employer as much notice as possible under the circumstances.

This special leave is to be deducted from accumulated sick leave as provided under Article 11.

## **ARTICLE 22 - SEVERANCE PAY**

**Section 1. Advance Notice** - Should the Company decide to install new advanced mechanical equipment, change methods, or close down any of its operations that would result in the termination or lay-off of employees, it will give the Union and its Committee three (3) months advance notice. It is understood the parties shall then discuss the question of retraining or the application of severance pay. It is agreed that no employee will suffer loss of employment, as a result of the Company converting to Paper Products from the present Linen material.

**Section 2. Severance Pay** - When employment is terminated by the Company for reasons other than set forth under Section 3 below, the Company in addition to accrued vacation pay shall pay:

- (a) No termination pay will be paid for service up to one (1) year.
- (b) One-half (1/2) week current earnings will be paid for each of the next four (4) years or fraction thereof.
- (c) One (1) weeks current earnings for each year or fraction of a year in excess of five (5) and up to the actual date of termination.

**Section 3.** The above shall not apply when an employee resigns or is discharged for cause or retires.

## **ARTICLE 23 - UNION BUSINESS**

### **Section 1.**

- (a) The Company will grant leave of absence to not more than two (2) employees who are appointed or elected to Union Office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after the completion of their term of employment with the Union.
- (b) The Company will grant leave of absence to not more than two (2) employees who are elected as representatives to attend Union Meetings and Union Conventions of the Retail, Wholesale Union in order that they may carry out their duties on behalf of the Union.
- (c) In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in clauses (a) and (b) above, the Employer will be given due notice in writing: in the case of (a) - twenty (20) calendar days and in the case of (b) five (5) calendar days.

**Section 2.** Representatives of the Union shall have reasonable access to the employees for the lawful transaction of Union business.

**Section 3.** No Union Representatives shall be subjected to any disciplinary action by the Employer and/or his or her representatives for any act in the performance of their duties as Union Representatives.

**Section 4.** Commencing with the negotiations leading to the renewal of the 1999-2003 collective agreement, the Company will pay one hundred and twenty (120) hours in total for employees attending negotiations on behalf of the union. Commencing with the negotiations leading to the renewal of the 2003-2007 collective agreement, leave will be granted for local plant bargaining representatives as follows:

- (a) Vancouver – up to 3 employees
- (b) Nanaimo – up to 2 employees

## **ARTICLE 25 - SEXUAL HARASSMENT AND DISCRIMINATION**

**Section 1. Human Rights Legislation.** In recognition of the right that every employee is entitled to a work environment that is free from discrimination, the employer and the Union recognize the principles of the Human Rights Code of British Columbia and will work together to ensure a workplace free from discrimination.

**Section 2. Complaint Process.** If an employee believes that she has been the subject of discrimination, then the employee shall follow the process set out in AlSCO's policy for the purpose of attempting to resolve the complaint.

**Section 3.** If the employee's concerns are not satisfactorily resolved pursuant to Section 2 above, then the employee may submit a grievance at Step Two or the grievance procedure, and / or refer their complaint to the Human Rights Commission. If an employee files a complaint with the Human Rights Commission then the grievance will be held in abeyance until resolution of the Human Rights Commission Complaint.

**Section 4.** Frivolous complaints, if established, will result in disciplinary action.

**ARTICLE 26 - PENSION PLAN**

Employees shall be entitled to participate in the Company Pension Plan after one (1) year's employment. All Company contributions are vested with the employee after twelve (12) months participation in the Plan. Employees who have two (2) years of service or more as at January 1, 2007 are deemed to be eligible and all contributions shall be immediately vested for such employees.

The Company shall contribute 5% of earned income for each eligible employee. The Company shall contribute an additional matching .25% for each 1% contributed by the employee to a maximum of 1.25% for 5% or more contributed by the employee. Contributions shall be paid into a locked-in, self-directed retirement savings plan that shall be within the control of the employee.

**ARTICLE 27 - EMPLOYEE ASSISTANCE PLAN**

The Company agrees to become a participating employer in the Retail Wholesale Union Employee Assistance Program effective date of ratification for Vancouver and Nanaimo, as follows:

- Funding - Company - 1½ cents per hour  
- Employee - 1½ cents per hour

**ARTICLE 28 - DURATION OF AGREEMENT**

**Section 1.** The company and the Union mutually agree that this Agreement shall be effective from January 1, 2013 to and including December 31st, 2018 and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party any time within four (4) months prior to the expiration of the Agreement.

During such period of negotiations this Agreement shall remain in full force and effect.

DATED THIS 1<sup>st</sup> day of January, 2014

SIGNED ON BEHALF  
OF THE UNION  
Retail Wholesale  
Union Local 580

SIGNED ON BEHALF OF  
THE COMPANY  
AlSCO Canada Corporation

Karen Vinoly (signed)

Tim Harmer (signed)

Arnt Soros (signed)

Rob Mann (signed)

Craig Kearly (signed)

Chris McCuaig (signed)

Representative

**VANCOUVER AND NANAIMO WAGES FOR EMPLOYEES WHO ARE, OR ARE GOING TO BE AT TOP RATE FOR THE LIFE OF THIS AGREEMENT.**

**Year 1** – Employees on date of ratification will receive 1.5% of 2013 wages to a maximum of \$500.

**Year 2** - On first pay of January 2015; employees at “Top Rate” will receive payouts using the following formula:

1.5% X qualifying periods gross wages, less sales commissions =

Top Rate Payment (TRP) to a maximum of \$500.

Gross Earnings = earnings which include vacation and sick time (up to six (6) days)

Gross wages do not include LTD STD or WCB.

**Year 3** – On the first pay of January 2016; employees at “Top Rate” will receive payouts using the following formula: 1.5% X qualifying period’s gross wages less sales commission = Top Rate payment TRP to a maximum of \$500.

**Year 4** – On the first pay of January 2017; employees at “Top Rate” will receive payouts using the following formula: 1.5% X qualifying period’s gross wages less sales commission = Top Rate payment TRP to a maximum of \$500.

**Year 5** – On the first pay of January 2018; employees at “Top Rate” will receive payouts using the following formula: 1.5% X qualifying period’s gross wages less sales commission = Top Rate payment TRP to a maximum of \$500.

**WAGES AND CLASSIFICATIONS VANCOUVER  
EMPLOYEES**

Effective January 1, 2013 – 2018 for employees hired on before ratification of this contract April 10, 2014.

		12	24	36
	Start	months	months	months
<b>PLANT – LAUNDRY</b>				
Washer	13.32	15.05	16.76	18.47
Buyer	12.69	14.32	15.93	17.56
Hydraxtor	12.49	14.08	15.68	17.27
Tumbler	12.66	14.28	15.89	17.51
Cabinet Repair/Dock				
Cleaner	12.40	13.98	15.56	17.14
Helper Loader	12.06	13.60	15.13	16.67
Shipper/ Receiver	12.66	14.31	15.89	17.51
Customer Service				
Clerk	12.69	14.32	15.93	17.56
Marker-Printer	11.91	13.40	15.29	16.43
Belt Sorter	11.90	13.40	14.90	16.42
Counter	11.90	13.40	14.90	16.42
Utility	11.81	13.32	14.81	16.32
Feeder/Folder/Stacker	11.71	13.19	14.69	16.17
Mender	11.71	13.19	14.69	16.17
Order Filler	11.71	13.19	14.69	16.17
Press Operator	11.71	13.19	14.69	16.17
Seamstress	11.90	13.40	14.90	16.42
Stock Clerk/Marker	11.71	13.19	14.69	16.17
Wrapper	11.71	13.19	14.69	16.17
<b>DRY CLEANING</b>				
Pressers/Finishers	12.09	13.63	15.17	16.71
<b>MAINTENANCE</b>				
Engineers	25.87	25.87	25.87	25.87
Mechanics	21.18	21.18	21.18	21.18
<b>OFFICE*</b>				
General Clerk	12.70	14.33	15.94	17.57
Computer Operator	13.23	14.91	16.62	18.32



**APPENDIX "A" (cont.)**

\*Current Vancouver incumbents occupying these classifications will be "red circled" and will not receive increases until the classified rates of pay for their position meets or exceeds their current rate of pay.

First Aid Premium:

Industrial First Aid Level 2 - \$0.70 per hour

The Company to pay one (1) week time off for a "Level 2" ticket for the purpose of attending the Industrial First Aid day course.

Lead Hand Premium - \$1.00 per hour. This premium only applies if the employee supervises two (2) or more employees.

Summer Employees - Summer employees shall be defined as all employees hired and working between May 1 and September 30, and the Christmas and Easter holiday periods. Their rate of pay shall be the same as the New Employee Rate. Summer employees shall not acquire seniority rights until they work outside the summer employment period.

Part Time Employees – The Company may, from time to time, and subject to operational requirements, employ Part Time workers. These Part Time employees may be hired to address shortfalls in full time employee attendance such as illness, vacations, and leaves of absence.

Part Time employees may be hired to address other temporary conditions and unexpected industry scenarios, such as technical and mechanical failures. This proposal is not intended to circumvent or alter the conditions of full time employment.

**APPENDIX "A" (cont.)**

They have the right to apply for job postings, and those who meet production standards are subject to recall before new hires. They shall receive statutory holiday pay upon completion of twenty (20) days worked. All other benefits shall be as per the Collective Agreement. Summer employees shall be subject to twenty-four (24) hours notice of lay-off, or pay in lieu of notice.

Shift Differential - A shift differential of fifty (50) cents for all regular hours worked between 5:00 p.m. and 5:00 a.m, outside the band of hours in Appendix "B".

For new employee rates effective date of ratification see wage increments in this Appendix

Maintenance Engineers in Vancouver shall not be subject to the new employee rate.

New Employees - Health And Welfare Benefits Effective Date Of Ratification:

MSP	Post probationary
Group Life	6 months
Extended Health	1 year
HEP	1 year
Dental	2 years
Weekly Indemnity	2 years
Sick	0-1 years – no coverage 1-2 years - 3 days 2-3 years - 5 days 3+ years - full entitlement

**APPENDIX "A" (cont.)**

Pension 1 year - full entitlement  
After 2 years contributions are vested

Summer employees shall receive wages pursuant to the new employee pay scale and shall receive wage increases based on the same criteria used for new employees.

**WAGES AND CLASSIFICATIONS  
NANAIMO EMPLOYEES**

Effective January 1, 2013 – 2018 for employees hired on before ratification of this contract - April 10, 2014.

		12	24	36
	Start	months	months	months
<b>LAUNDRY</b>				
Chief Engineer	18.63	21.10	23.58	26.06
Asst. Engineer	17.84	20.19	22.57	24.91
Wash/Washfloor				
Assist	13.33	15.05	16.77	18.48
Shipper Receiver	12.48	14.08	15.67	17.26
Tumbler	12.52	14.12	15.73	17.32
Janitor/Watchman	12.05	13.59	15.12	16.66
Stock Clerk/Marker	12.16	13.71	15.26	16.81
Assembler/Loader	12.03	13.57	15.09	16.62
Seamstress	11.91	13.40	14.91	16.43
Counter	11.89	13.38	14.89	16.40
Assembler	11.71	13.19	14.69	16.17
Flat Irons	11.71	13.19	14.68	16.16
Mender	11.71	13.19	14.68	16.16
Sorting & Folding	11.71	13.19	14.68	16.16
<b>OFFICE</b>	Start	months	months	months
General Clerk	12.70	14.33	15.94	17.57
Computer Operator	13.23	14.91	16.62	18.32

**NEW WAGE GRID EXHIBIT B**  
**Vancouver and Nanaimo**  
**Hires following ratification 2014**  
**Wage Grid 2014-2018**

	Start	12 months	24 months	36 months
Chief Engineer	18.63	20.12	21.60	23.09
Engineer	25.87	25.87	25.87	25.87
Asst. Engineer	17.84	19.25	20.67	22.08
Mechanic	21.18	21.18	21.18	21.18
Customer Service	12.69	13.66	14.64	15.61
Wash/wash asst.	13.33	14.36	15.39	16.42
Shipper Receiver	12.48	13.44	14.39	15.35
Tumbler	12.52	13.48	14.44	15.40
Janitor	12.05	12.97	13.89	14.81
Stock Clerk	12.16	13.09	14.02	14.95
Assem/Loader	12.03	12.95	13.87	14.78
Seamstress	11.91	12.81	13.72	14.62
Counter	11.89	12.79	13.69	14.60
Assembler	11.71	12.60	13.49	14.39
Flat Iron	11.71	12.60	13.49	14.39
Mender	11.71	12.60	13.49	14.39
Sort/Fold	11.71	12.60	13.49	14.39
General Clerk	12.70	13.68	14.65	15.63
Computer Operator	13.23	14.25	15.27	16.29
RSR	13.57	14.70	17.45	19.38
Relief RSR	14.39	15.59	18.50	20.56
Shuttle Driver	13.57	14.70	17.45	19.38
Adjustment to Previous Wage Grid				
Office Duty				
Specialist	13.73	15.61	17.32	19.02

**NEW WAGE GRID EXHIBIT B  
Vancouver and Nanaimo  
Hires following ratification 2014  
Wage Grid 2014-2018**

**Con't**

	48	60
	months	months
Chief Engineer	24.57	26.06
Engineer	26.25	26.25
Asst. Engineer	23.50	24.91
Mechanic	21.50	21.82
Customer Service	16.59	17.56
Wash/wash asst.	17.45	18.48
Shipper Receiver	16.31	17.26
Tumbler	16.36	17.32
Janitor	15.73	16.65
Stock Clerk	15.88	16.81
Assem/Loader	15.70	16.62
Seamstress	15.53	16.43
Counter	15.50	16.40
Assembler	15.28	16.17
Flat Iron	15.28	16.17
Mender	15.28	16.17
Sort/Fold	15.28	16.17
General Clerk	16.60	17.58
Computer Operator	17.30	18.32

SERVICE DEPARTMENT	Start	12 months	24 months	36 months
Service Representative	13.57	15.51	17.45	19.38
RSR's	14.39	16.45	18.50	20.56
Shuttle Driver	13.57	15.51	17.45	19.38

Shift Differential - A shift differential of fifty cents (\$0.50) per hour shall be paid for all regular hours worked between 5:00 p.m. and 5:00 a.m., outside the band of hours in Appendix "B".

Lead Hand Premium - \$1.00 per hour. This premium only applies if the employee supervises two (2) or more employees.

First Aid Premium:

Industrial First Aid Level 2 - \$0.70 per hour

The Company to pay one (1) week time off for a "Level 2" ticket for the purpose of attending the Industrial First Aid day course.

Summer Employees - Summer employees shall be defined as all employees hired and working between the periods May 1 to September 30, and the Christmas and Easter holiday periods. Their rate of pay shall be the same as the New Employee Rate. Summer employees shall not acquire seniority rights until they work outside the summer employment period.

Part Time Employees – The Company may, from time to time, and subject to operational requirements, employ Part Time workers. These Part Time employees may be hired to address shortfalls in Full Time employee's attendance such as illness, vacations, and leaves of absence. Part Time employees may be hired to address other temporary conditions, and unexpected industry scenarios, such as technical and mechanical failures. This proposal is not intended to circumvent or alter the conditions of full time employment.

**APPENDIX "A" (cont.)**

They have the right to apply for job postings, and those who meet production standards are subject to recall before new hires. They shall receive statutory holiday pay upon completion of twenty (20) days worked. All other benefits shall be as per the Collective Agreement.

Summer employees shall be subject to twenty-four (24) hours notice of lay-off, or pay in lieu of notice.

Employees working as Plant Service Representatives shall be paid the same rate as Service Representatives.

For new employee rates effective date of ratification see wage increments in this Appendix

Maintenance Engineers in Vancouver shall not be subject to the employee rate.

New Employees - Health and Welfare Benefits Effective Date of Ratification:

MSP	Post probationary
Group Life	6 months
Extended Health	1 year
HEP	1 year
Dental	2 years
Weekly Indemnity	2 years

**APPENDIX "A" (cont.)**

Sick                    0-1 years – no coverage  
                          1-2 years - 3 days  
                          2-3 years - 5 days  
                          3+ years - full entitlement

Pension                1 year - full entitlement  
                          After 2 years contributions are vested

Summer employees shall receive wages pursuant to the new employee pay scale and shall receive wage increases based on the same criteria used for new employees.

**RSR COMPENSATION PLAN  
NANAIMO**

RSR (Route Sales/Service Representatives) will be compensated as a percentage of route volume. Remuneration will be the greater of the minimum salary, set out below, or commission calculated weekly and based upon weekly rental volume.

**1. Minimum Weekly Salary**

<b>Seniority</b>	<b>2013</b>
Start-12 months	\$648 \$667
After 12 months	\$709 \$730



**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
NANAIMO (cont.)**

**2. Commission % on Weekly Delivered Rental Volume  
2012**

Employee first twelve months - 5.55% net rental volume (including credits and returns).

After twelve months - 6.55% net rental volume (including credits and returns).

**Commission % on Weekly Delivered Rental Volume 2013**

Employee first twelve months - 5.625% net rental volume (including credits and returns)

After Twelve months - 6.625% net rental volume (including credits and returns)

Delivered rental volume includes all rental charges, ancillary and service fees.

**3. Bonus Compensation**

An RSR shall receive a 3% bonus of total annual earned salary and commissions with 90% - 93% of customers under valid contracts.

An RSR will receive a 4% bonus with 93.1% - 96.0% of customers under valid contracts.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
NANAIMO (cont.)**

**3. Bonus Compensation (cont.)**

An RSR will receive a 5% bonus with 96.1% or greater of customers under valid contracts.

Examples of Annual Bonus – Customers Under Agreement

Average weekly pay	\$625	\$700	\$800	\$900
92% under agreements (3% bonus)	\$975	\$1,092	\$1,248	\$1,414
95% under agreements (4% bonus)	\$1,300	\$1,456	\$1,664	\$1,872
97% under agreements (6% bonus)	\$1,625	\$1,820	\$2,080	\$2,340

**4. New Business Leads**

In the event an RSR introduces a new customer and completes a business lead form, the RSR shall receive a one time bonus of 50% of the average weekly billing for such rental volume in weeks five through eight of the contractual relationship with the customer, to a maximum of \$500.00. For example, provide 1 lead per month to a Sales Consultant that leads to a weekly sale of \$150. The RSR shall receive \$75 per month, or \$900 per year.

**5. New sales on an RSR's existing route**

Any new departments, or new additional items (eg. Mats, or facility service products) will be paid a one-time commission for such rental volume at the same levels as existing Sales Consultants.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
NANAIMO (cont.)**

**5. New sales on an RSR's existing route (cont.)**

The terms of this commission structure shall be subject to change at the discretion of the Company. The current level is 3:1 for linen, 4:1 for garments, and 5:1 for facility services and mat products based upon the weekly revenue generated. The bonus is based upon increased business revenue in week's five to eight, following a new sale.

For example, sell a customer \$5.00 per week of new garment business. Based on a 4:1 this would generate a bonus of \$1040 per year in annual revenue (\$20.00/week times 52 weeks). The same five-dollar sale every week would generate \$120 per week in additional compensation at the end of the year. Going forward, the RSR would receive ongoing commission on this revenue. A 6.5% commission would equal \$.32 per week which accumulates to an annual total of \$440.96.

**6. Direct Sales**

When an RSR is required to deliver a direct sale item, the RSR will be compensated at 3% of invoice. For example, deliver \$100.00 of direct sales per week, or \$156 per year.

**7. RSRs shall be compensated for driving distances as follows:**

<b>Destination</b>	<b>Compensation/week</b>
Port Hardy	\$0

**8. Loss and Replacement charges paid by customers 2012**

6.55% of total charges paid by customers. For example, AlSCO Nanaimo charges out approximately \$16,000 per month in L/R charges. At 6.55% this would equate to \$1048 per month or \$262 per week, outside the cap of 13,500/week volume.

**Loss and Replacement charges paid by customers 2013**

6.625% of total charges paid by customers. For example, AlSCO Nanaimo charges out approximately \$16,000 per month in L/R charges. At 6.625% this would equate to \$1060 per month or \$265 per week, outside the cap of 13,500/week volume.

**Policy and Protocols**

**1. Re-Route**

The Company intends to maximize the route volume efficiency. Creating efficiency requires that the routes be the right size. Routes that are too small are inherently inefficient and routes that are too large do not provide an RSR reasonable time to properly serve the customer. Therefore route volume is generally intended to be greater than \$10,000 and should generally not exceed \$13,500 per week. These numbers are intended as targets and guidelines, rather than caps or minimums.

In the case of a re-route (where an RSR's route is divided or lessened by the Company by more than 10% of the total route revenue), the RSR shall receive a guaranteed wage for the next 16 weeks, provided that he or she does not bid into another route. This guaranteed wage shall be calculated as the average of the 8 weeks in the preceding 4 pay periods.

In the event an RSR requests a Re-route or assignment to a lower paying route, the guaranteed wage shall not apply.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
NANAIMO (cont.)**

**1. Re-Route (cont.)**

In the event of a Company initiated re-route, an RSR shall have the right to bid for a route occupied by a less senior RSR. The guaranteed wage for 16 weeks would not apply and the compensation level of the new route would become the new wage level.

**2. Sick Time**

Sick time will be based upon the current collective agreement. Sick days will be paid at the rate of \$147.60 or 20% of the minimum weekly salary of the less than 12 month category, whichever is greater. Pay for RSR's working 4 x 10 hour work week shall be calculated on a 10 hour day.

**3. Statutory Holidays**

Where operational requirements, customer needs, and delivery schedules are of primary importance, the Company will determine when the RSR's and Relief RSRs Statutory holidays will be scheduled. The statutory holiday will be scheduled either two weeks prior to, or two weeks following the specified statutory holiday as a rescheduled day in lieu.

When working on the actual statutory holiday, the RSR will receive holiday pay of \$221.40 (\$18.45 times 1.5 times 8 hours) in addition to weekly commissions earned. The RSR or Relief RSR may be allowed to change the rescheduled day in lieu to an alternate day within the four-week period as described, subject to operational requirements.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
NANAIMO (cont.)**

**3. Statutory Holidays (cont.)**

If not scheduled to work on the specific statutory holiday, the RSR will receive \$147.60 (\$18.45 times 8 hours) for the statutory holiday, in addition to their weekly commissionable earnings. Alternate days to the aforementioned may be agreed to by discussion and review of operational needs.

**4. Vacation and Vacation Pay**

1 year to five years	2 weeks (4%)
5 plus years to ten years	3 weeks (6%)
11 plus years	4 weeks (8%)

Under the AlSCO Standard Plan, vacation and vacation pay shall be earned on a calendar year basis. An employee who commenced employment during the calendar year shall be entitled to a pro rata vacation and vacation pay in the subsequent calendar year.

All employees who were eligible for five weeks (10%) or six weeks (12%) vacation as at December 31<sup>st</sup>, 2006 shall be red circled and continue to be entitled to five or six weeks vacation as the case may be. Such employees shall be paid vacation pay calculated as the applicable percentage of the prior calendar year's income.

Vacation pay is accrued as earned. The Company shall maintain a record of accruals and vacation actually paid out. An employee shall not be entitled to receive vacation pay in excess of the balance accrued and shall be entitled to any remaining balance in the event of cessation of employment.

**APPENDIX "A" (cont.)  
RSR COMPENSATION PLAN  
NANAIMO (cont.)**

**5. Overtime**

All payments to RSRs are based upon volume of delivered goods or the weekly minimum salary. Overtime is not applicable and the clocks shall be removed.

**6. Relief RSRs**

Relief RSRs will be paid a daily rate as follows or the commission earned on the route, whichever is greater.

<b>Year</b>	<b>first 12 months</b>	<b>after 12 months</b>
2013	\$142	\$177

A Relief RSR will be paid as per the table above. If the route volume generates a commission that exceeds the Relief RSR's daily rate, the Relief RSR will receive the higher wage.

**7. Returns**

If product is returned to AlSCO, (deliveries brought back) this volume shall not be included in calculating commission earnings. In the event another RSR is required to deliver this product, the RSR who completes the deliver shall be compensated for the delivery.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
NANAIMO (cont.)**

**8. Work Week**

The work-week is either four or five days (Monday – Saturday) depending on customer requirements. The Company shall endeavor to schedule customer calls from Monday to Friday. Regular Saturday service will be avoided whenever possible.

The Company will organize routes to maximize efficiency, which may include either four or five day work-weeks. Where practicable, the company will assign each customer to a specific RSR, to ensure each customer has one RSR.

**9. Commission Eligibility**

The RSR is fully responsible for servicing the customer to be eligible for commission. Servicing the customer will include pickup of soiled linen and delivery of clean linen.

**10. Part Time Employees**

Hourly Rates of pay for part time employees in RSR classification are as follows:

<u>Effective January 1</u>	Start	12 Months	24 Months	36 Months
2013	15.81	18.07	20.32	22.59



**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
VANCOUVER**

RSR (Route Sales/Service Representatives) will be compensated as a percentage of route volume. Remuneration will be the greater of the minimum salary, set out below, or commission calculated weekly and based upon weekly rental volume.

**1. Minimum Weekly Salary**

**Seniority 2013 - 2018**

Start-12 months \$673 \$693

After 12 months \$734 \$756

**2. Commission % on Weekly Delivered Rental Volume  
(2012)**

Employee first twelve months 6.55% net rental volume (including credits and returns).

After twelve months 7.55% net rental volume (including credits and returns).

Delivered rental volume includes all rental charges, ancillary and service fees.

**Commission % on Weekly Delivered Rental Volume (2013)**

Employee first twelve months 6.625% net rental volume (including credits and returns).

After twelve months 7.625% net rental volume (including credits and returns).

Delivered rental volume includes all rental charges, ancillary and service fees.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
VANCOUVER**

**3. Bonus Compensation**

An RSR shall receive a 3% bonus of total annual earned salary and commissions with 90% - 93% of customers under valid contracts.

An RSR will receive a 4% bonus with 93.1% - 96.0% of customers under valid contracts.

An RSR will receive a 5% bonus with 96.1% or greater of customers under valid contracts.

**Examples of Annual Bonus – Customers Under Agreement**

Average weekly pay	\$650	\$700	\$800	\$900
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95% under agreements (4% bonus)	\$1,352	\$1,456	\$1,664	\$1,872
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In the event an RSR introduces a new customer and completes a business lead form, the RSR shall receive a one time bonus of 50% of the average weekly billing for such rental volume in weeks five through eight of the contractual relationship with the customer, to a maximum of \$500.00. For example, provide 1 lead per month to a Sales Consultant that leads to a weekly sale of \$150. The RSR shall receive \$75 per month, or \$900 per year.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
VANCOUVER (cont.)**

**5. New sales on an RSR's existing route**

Any new departments, or new additional items (eg. Mats, or facility service products) will be paid a one-time commission for such rental volume at the same levels as existing Sales Consultants. The terms of this commission structure shall be subject to change at the discretion of the Company. The current level is 3:1 for linen, 4:1 for garments, and 5:1 for facility services and mat products based upon the weekly revenue generated. The bonus is based upon increased business revenue in week's five to eight, following a new sale.

For example, sell a customer \$5.00 per week of new garment business. Based on a 4:1 this would generate a bonus of \$20.00. A five dollar sale every week would generate \$1040 per year in additional compensation at an average level of 4:1. The bonus is payable in addition to the increased commission income generated by the sale.

**6. Direct Sales**

When an RSR is required to deliver a direct sale item, the RSR will be compensated at 3% of invoice.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
VANCOUVER (cont.)**

**7. RSRs shall be compensated for driving distances as follows:**

<b>Destination</b>	<b>Compensation/week</b>
Vancouver, North Vancouver, West Vancouver, Burnaby, New Westminster, Richmond	\$0
Delta, Surrey, Port Moody, Port Coquitlam Coquitlam	\$20
Other Areas including Pitt Meadows, Mission Maple Ridge, Langley, Abbotsford, Chilliwack Whistler, Sunshine Coast	\$35

**8. Loss and Replacement charges paid by customers 2012**

4.05% of total charges paid by customers.

**Loss and Replacement charges paid by customers 2013**

4.15% of total charges paid by customers.

**Policy and Protocols**

**1. Re-Route**

The Company intends to maximize the route volume efficiency. Creating efficiency requires that the routes be the right size. Routes that are too small are inherently inefficient and routes that are too large do not provide an RSR reasonable time to properly serve the customer. Therefore route volume is generally intended to be greater than \$10,000 and should generally not exceed \$13,000 per week. These numbers are intended as targets and guidelines, rather than caps or minimums.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
VANCOUVER (cont.)**

**1. Re-Route (cont.)**

In the case of a re-route (where an RSR's route is divided or lessened by the Company by more than 10% of the total route revenue), the RSR shall receive a guaranteed wage for the next 16 weeks, provided that he or she does not bid into another route. This guaranteed wage shall be calculated as the average of the 8 weeks in the preceding 4 pay periods.

In the event an RSR requests a Re-route or assignment to a lower paying route, the guaranteed wage shall not apply.

In the event of a Company initiated re-route, an RSR shall have the right to bid for a route occupied by a less senior RSR. The guaranteed wage for 16 weeks would not apply and the compensation level of the new route would become the new wage level.

**2. Sick Time**

Sick time will be based upon the current collective agreement. Sick days will be paid at the rate of \$147.52 or 20% of the minimum weekly salary of the less than 12 month category, whichever is greater. Pay for RSR's working 4 x 10 hour work week shall be calculated on a 10 hour day.

**3. Statutory Holidays**

Where operational requirements, customer needs, and delivery schedules are of primary importance, the Company will determine when the RSR's and Relief RSRs Statutory holidays will be scheduled. The statutory holiday will be scheduled either two weeks prior to, or two weeks following the specified statutory holiday as a rescheduled day in lieu.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
VANCOUVER (cont.)**

**3. Statutory Holidays (cont.)**

When working on the actual statutory holiday, the RSR will receive holiday pay of \$221.28 (\$18.44 times 1.5 times 8 hours) in addition to weekly commissions earned. The RSR or Relief RSR may be allowed to change the rescheduled day in lieu to an alternate day within the four-week period as described, subject to operational requirements.

If not scheduled to work on the specific statutory holiday, the RSR will receive \$147.52 (\$18.44 times 8 hours) for the statutory holiday, in addition to their weekly commissionable earnings. Alternate days to the aforementioned may be agreed to by discussion and review of operational needs.

**4. Vacation and Vacation Pay**

1 year to five years	2 weeks (4%)
5 plus years to ten years	3 weeks (6%)
11 plus years	4 weeks (8%)

Under the Alsco Standard Plan, vacation and vacation pay shall be earned on a calendar year basis. An employee who commenced employment during the calendar year shall be entitled to a pro rata vacation and vacation pay in the subsequent calendar year.

All employees who were eligible for five weeks (10%) or six weeks (12%) vacation as at December 31<sup>st</sup>, 2006 shall be red circled and continue to be entitled to five or six weeks vacation as the case may be. Such employees shall be paid vacation pay calculated as the applicable percentage of the prior calendar year's income.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
VANCOUVER (cont.)**

**4. Vacation and Vacation Pay (cont.)**

Vacation pay is accrued as earned. The Company shall maintain a record of accruals and vacation actually paid out. An employee shall not be entitled to receive vacation pay in excess of the balance accrued and shall be entitled to any remaining balance in the event of cessation of employment.

**5. Overtime**

All payments to RSRs are based upon volume of delivered goods or the weekly minimum salary. Overtime is not applicable and the clocks shall be removed.

**6. Relief RSRs**

Relief RSRs will be paid a daily rate as follows or the commission earned on the route, whichever is greater.

<b>Year</b>	<b>first 12 months</b>	<b>after 12 months</b>
<b>2012</b>	\$138	\$172
2013	\$142	\$177

A Relief RSR will be paid as per the table above. If the route volume generates a commission that exceeds the Relief RSR's daily rate, the Relief RSR will receive the higher wage.

**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
VANCOUVER (cont.)**

**7. Returns**

If product is returned to AlSCO, (deliveries brought back) this volume shall not be included in calculating commission earnings. In the event another RSR is required to deliver this product, the RSR who completes the deliver shall be compensated for the delivery.

**8. Work Week**

The work-week is either four or five days (Monday – Saturday) depending on customer requirements. The Company shall endeavor to schedule customer calls from Monday to Friday. Regular Saturday service will be avoided whenever possible.

The Company will organize routes to maximize efficiency, which may include either four or five day work-weeks. Where practicable, the company will assign each customer to a specific RSR, to ensure each customer has one RSR.

**9. Commission Eligibility**

The RSR is fully responsible for servicing the customer to be eligible for commission. Servicing the customer will include pickup of soiled linen and delivery of clean linen.



**APPENDIX "A" (cont.)**

**RSR COMPENSATION PLAN  
VANCOUVER (cont.)**

**10. Special Deliveries**

RSR's will receive commission for special deliveries. RSR's may or may not make special deliveries when they are at the plant, and the selection of who performs the special delivery will be based upon RSR's availability. If small orders need to be delivered to a customer who is a long distance away, the RSR and Manger may agree to pay the RSR by the hour at straight time to ensure the customer receives their products.

**11. Route Relief Contract Renewals**

Route Relief RSR's will receive payments for each renewal they have signed by the customer, to a maximum payment of \$50.00. Contract Renewals are paid at 10% of the weekly revenue x number of years. For example, a customer paying \$75.00 per week renews with a Relief RSR for 5 years will cause a payment of  $\$7.50 \times 5 = \$37.50$ .

The company understands that it is not possible for the RSR to resign every customer with a new contract and this will not be the employee's responsibility. Resigning customers contracts is the responsibility of all RSR's and Management working together.

**12. Commissionable Revenue**

All revenue, other than taxes are commissionable to the RST, including Loss and Replacement Charges, IMF, Special delivery charges etc.

**APPENDIX "A" (cont.)  
RSR COMPENSATION PLAN  
VANCOUVER (cont.)**

**13. Contract Renewal Rates**

When the routes are created, the contract renewal rates will be determined and published. Route renewals will be measured daily and bonuses will be paid quarterly. For each increase of 10%, the RSR will receive a bonus of \$250.00. For example, a route with 40% renewal on January 1 will be eligible for a renewal bonus on April 1. If the renewal rate exceeds 50%, the RSR will receive \$250.00.

**14. Part Time Employees**

Hourly Rates of pay for part time employees in RSR classification are as follows:

<u>Effective January 1</u>	Start	12 Months	24 Months	36 Months
<b>2012</b>	15.35	17.55	19.73	21.93
<b>2013</b>	15.81	18.07	20.32	22.59

**HOURS OF WORK - VANCOUVER**

Starting and Stopping Times Of Work:

The Employer reserves the right to start the workday within a band of hours, by department, for the first shift, as indicated below:

<u>Work Week</u>	<u>Dept</u>	<u>Band</u>
Mon-Fri	Plant	5:00 am - 8:00 am
Mon-Sat	Service	5:00 am - 9:00 am, except shuttle (4:00 am - 5:30 am)
Mon-Sat	Mtce	4:00 am -10:00 am
Mon-Fri	Office	7:30 am - 8:30 am

Minimum Hour Week

It is understood that the minimum work week for plant production workers shall be thirty-seven (37) hours per week.

**APPENDIX "B" (cont.)**

**HOURS OF WORK - NANAIMO**

Starting and Stopping Times Of Work:

The Employer reserves the right to start the work day within a band of hours, by department, for the first shift, as indicated below:

<u>Work Week</u>	<u>Dept</u>	<u>Band</u>
Mon-Sat	Plant	5:00 am - 2:00 pm
Mon-Sat	Service	5:00 am - 3:00 pm
Mon-Sat	Mtce.	3:00 am -3:00 pm
Mon-Sat	Office	7:00 am - 10:00 am

**Minimum Hour Week**

It is understood that the minimum work week for plant production workers shall be thirty-seven (37) hours per week.

**INDEX - LETTERS OF UNDERSTANDING**

- 1) Work Transfer
- 2) Return After Extended Absence
- 3) Goods Delivered in Special Circumstances
- 4) Light Duties
- 5) Voluntary Retirement Package
- 6) Removal of Disabled Employees from Seniority List
- 7) Promotions

**LETTER OF UNDERSTANDING**

BETWEEN:

**ALSCO CANADA CORPORATION**  
(Hereinafter referred to as the "Company")  
OF THE FIRST PART;

AND:

**RETAIL WHOLESALE UNION LOCAL 580**  
(Hereinafter referred to as the "Union")  
OF THE SECOND PART;

**Re: Work Transfer**

This is to confirm our Agreement that the Company has no intention to and will not transfer work from Vancouver to any Island affiliated branch during the term of this Contract. Exceptions are shop towels, roll towels, textile reclamation (dying or repair of mats, salvage).

DATED THIS 1<sup>st</sup> day of January, 2014

SIGNED ON BEHALF  
OF THE UNION  
Retail Wholesale  
Union Local 580

SIGNED ON BEHALF OF  
THE COMPANY  
AlSCO Canada Corporation

Karen Vinoly (signed)

Tim Harmer (signed)

Arnt Soros (signed)

Rob Mann (signed)

Craig Kearly (signed)

Chris McCuaig (signed)

Representative

**LETTER OF UNDERSTANDING**

BETWEEN:

**ALSCO CANADA CORPORATION**  
(Hereinafter referred to as the "Company")  
OF THE FIRST PART;

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OF THE SECOND PART;

**Re: Return After Extended Absence**

This is to confirm our agreement that when an employee who holds a full time posted plant position is absent from work due to sickness or, accident for a period of twelve (12) months or longer, his/her position will be posted. When the absent employee returns, he/she will work where required until another job posting becomes available. The above employee then can, use his/her total Company seniority to apply.

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Rob Mann (signed)

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**Re: Goods Delivered in Special Circumstances**

During the term of this collective agreement the parties agree to apply Article 3 Section 3 of the collective agreement in the following manner:

The Company will have the right to have goods delivered to customers in special circumstances in the manner it deems appropriate provided that no full time employee loses regular hours as a result.



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**Re: Light Duties**

The Company agrees to establish a Return to Work Committee that would enable the Company to bring employee(s) in to work who are on a W.C.B. or W.I. claim and be paid the same salary and benefits that they would have received on the claim. The employee would perform light duties that are agreed to with the Committee and the Employee's Doctor. If the Company disagreed with the Employee's Doctor they may get a second opinion.

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**Re: Voluntary Retirement Package**

The Company has a right to offer a Voluntary Retirement Package to any employee.

DATED THIS   1<sup>st</sup>   day of   January  , 2014

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**Re: Removal of Disabled Employees from Seniority List**

In the event an employee becomes permanently disabled and can no longer perform their duties, AlSCO will offer one or both of the following options. The employee must choose one option if both options are offered. The employee must choose the option offered if only one option is offered.

- a) To sever as per article 21 of the collective agreement or,
- b) To remain on the seniority list

If the employee chooses option (b) and at a point in time the employee recovers from their disability and wishes to return to work, it is agreed that the Company reserves the right to request that the employee undergo an examination by a mutually agreeable physician or company physician to ensure that the employee has from recovered their disability and is capable of performing the duties and job functions of their position.

Employees remaining on the seniority list must report their status to AlSCO at least every six months.

If an employee commences other employment while on option (b), employment with AlSCO will be terminated, and no severance pay will be payable upon an employee's employment being terminated under (a) severance, there will no future claims on AlSCO.

An employee will not accumulate seniority while on option (b).

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OF THE SECOND PART;

**Re: Promotions**

Both parties recognized the application of the current language on promotions did not always enable the Company to make a proper determination of a successful candidate.

It was decided that for the term of this collective agreement the Company would have the right to define minimal qualifications for all jobs, and that these would be ultimately decided in good faith by mutual agreement between the Company and the Union.

Henceforth and for the term of this agreement employees seeking a promotion will have to demonstrate minimal qualifications for the job in question. Qualification periods to demonstrate proficiency will no longer be mandatory when an employee does not possess minimal qualifications at the outset of their request to be considered for a promotion.

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BETWEEN:

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OF THE SECOND PART;

**Re: Bargaining Unit Work - Office**

Management personnel outside of the bargaining unit shall not perform work in the bargaining unit except for emergencies, training purposes and for experimentation. Emergencies are limited to unplanned situations where there are no bargaining unit personnel trained and available to do the work or where replacement coverage for absent employees is not available.

This Letter of Understanding recognizes Management will continue to perform a number of functions which are similar or which interface the work of the unit such as:

- screen printing accounts
- access account information for service and analysis
- access information required for sensitive personnel or labour relations purposes
- use of personal computers and printers for memos, files, spreadsheets and similar purposes

In addition, the Company continues to reserve its right to contract out its payroll services, and move office work to and from its Central Offices in Edmonton and General Offices in Salt Lake, Utah.

The Company agrees to not create two part-time positions to replace one full time position.

DATED THIS 1<sup>st</sup> day of January 2014

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\*\*\* NOTES \*\*\*