

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN LINEN AND UNIFORM SERVICE CORP.  
VICTORIA, BC**

**AND**

**TEAMSTERS LOCAL UNION No. 213**



**October 1<sup>st</sup>, 2023 – September 30<sup>th</sup>, 2028**

**TONY SANTAVENERE  
Secretary-Treasurer**

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## **CSRS**

THIS AGREEMENT entered into this 1<sup>st</sup> day of October, 2023.

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

(hereinafter referred to as the "Company")

### **PARTY OF THE FIRST PART**

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

(hereinafter referred to as the "Union")

### **PARTY OF THE SECOND PART**

## **1. BARGAINING AGENCY AND DEFINITION**

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

## **2. DURATION OF AGREEMENT**

- (a) This Agreement shall be in full force and effect from October 1<sup>st</sup>, 2023 to and including September 30<sup>th</sup>, 2028, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

- (b) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Company shall give notice of lockout and such lockout has been implemented or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.
- (c) The operation of Section 50 (2) of the British Columbia Labour Relations Code is hereby excluded.

### **3. UNION SECURITY**

- (a) The Union recognizes the right of the Company to hire whomever it chooses, subject to the Seniority provisions contained herein. The Company shall give the Union the first opportunity to refer applicants for employment.
- (b) New employees shall fill in Union Membership and Death Benefit cards as soon as possible.
- (c) All employees shall be required to be a member of the Union as a condition of employment with the Company.
- (d) Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Company shall, upon written notification from the Union, discharge such employee.

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

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



## 5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

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

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

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

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Company. However, leaves of absence up to a maximum of three (3) months will not be unreasonably withheld.

In any instance where an employee accepts other employment without the consent of Management when on leave of absence or vacation for any reason, his employment may be terminated, subject to proper proof of same.

- (d) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so adequate replacement may be made if necessary. Employees must keep the Company and the Local Union notified of correct address and phone number at all times.
- (e) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for five (5) days for: husband, wife, mother, father, and children; full pay for three (3) days for: sister, brother, mother and father-in-law, sister and brother-in-law, and step-parents. Conditions for leave of absence shall be attendance, arrangement of funeral or compassionate circumstances.
- (f) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he will be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Company by endorsement of Jury Duty cheque and/or witness fees to the Company.

**(g) Compassionate Leave**

The Company shall grant Compassionate Leave in accordance with the *Employment Standards Act of BC* and the *Employment Insurance Act of Canada*.

**(h) Family Caregiver Leave (child and adult)**

The Company shall grant Leave related to Critical Illness (Family Caregiver Leave) in accordance with the *Employment Standards Act of BC* and the *Employment Insurance Act of Canada* to an employee to care for a critically injured or ill child or adult.

**(i) Maternity and Parental Leave**

Maternity and Parental Leave shall be granted in accordance with the *Employment Standards Act of BC* and the *Employment Insurance Act of Canada*. An employee shall maintain and accumulate seniority during the leave and will count as time worked for the purposes of vacation entitlement. The Company will continue to make Pension contributions. The Company and the employee shall continue to make Health and Welfare premium payments as set out in Article 28. - Health and Welfare Plan and Article 38. - Defined Pension Plan.

**6. SHOP STEWARDS**

- (a) There shall be a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Company live up to the provisions of this Agreement.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Company will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees.
- (d) The Union will advise the Company of the identity of all Stewards.
- (e) Shop Stewards shall be allowed to take up grievances with Management during working hours, without loss of pay.

**7. WORK CLOTHES, UNION PRODUCTS AND SERVICES**

- (a) The Company agrees to provide and maintain, free of charge, for each employee uniforms and/or coveralls of its choosing.
- (b) The Company shall provide each employee with one (1) new uniform per year in addition to those being provided at present.
- (c) If, at any time, the Company requires or uses outside Security or Watchmen Personnel Services, or armoured car services, Propane Gas services or other types of bottled gases, it shall be a company having an agreement with the Teamsters Union when the opportunity is available to the Company, provided the product or service is provided at a competitive price.

- (d) The Company shall provide safety glasses, safety vests, hard hats, hearing protection, coveralls and work gloves wherever requested by the Company's customer and/or WorkSafeBC.
- (e) Upon receipt of proof of payment, the Company agrees to contribute the sum of up to one hundred and fifty dollars (\$150.00) for one (1) pair of safety approved footwear per calendar year to CSRs who are required by the Company or mandated by the Company's customer to wear such footwear due to a legitimate health and safety concern.

## **8. UNION NOTICES**

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

## **9. CONFLICTING AGREEMENT**

The Company agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada. Any such Agreement will be null and void.

## **10. PROTECTION OF RIGHTS**

- (a) The Company shall not require any Union member to cross a legal picket line or to accept any product or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person or employees of any person with whom a Union has a legal picket or placard line around or against.
- (b) The Union reserves the right to refuse to work with non-Union workers.
- (c) All Union dues are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made.

## **11. TRANSFER OF TITLE OR INTEREST**

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.
- (c) The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union not later than the date of the take-over. The Union shall also be informed of the nature of the transaction, not including financial details.

## **12. GRIEVANCE PROCEDURE**

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

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

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

### **STEP I**

The employee, with the Shop Steward, shall take his grievance up with the Customer Operations Manager and the Customer Service Manager. The Company shall take his grievance up with the employee concerned who shall have the Shop Steward present.

### **STEP II**

Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward if the Union wishes, shall discuss the matter with the Manager or his designate.

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

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

### **STEP III**

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

The party receiving the notice shall within seven (7) working days thereafter identify an Arbitrator and notify the other party of its selection.

If the parties fail to agree on an Arbitrator, either party may apply to the Labour Relations Board to appoint an Arbitrator.

### **STEP IV**

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

The Arbitrator shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established or altered classification not provided for herein, or a dispute under 22 (b) herein, or a dispute under the Welfare Plan, the Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear one-half (1/2) of the expenses of the Arbitrator.

- (c) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Company, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitrator. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (d) The Company agrees that if any grievance proceeds to Arbitration and the Arbitrator finds in favour of the Union or any employee, the Company shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.
- (e) If discipline statements are to be put into any employee's personnel file, a copy of the same will be given to the employee with a copy sent to the Union within thirty (30) working days of the event giving rise to the adverse statement, otherwise it shall be null and void.

The Company shall remove all written disciplinary notices from the employee's personnel file after three (3) years provided there have not been any further similar incidents of discipline during this three (3) year period.

### **13. JOB POSTING**

- (a) When a job becomes vacant or a new job or classification is created, the Company shall post a notice on the Bulletin Board notifying employees that a vacancy exists. Employees shall apply in writing within forty-eight (48) hours of the posting excluding weekends. Employees away on vacation at the time of any job posting shall have the opportunity of applying for same upon their return to work. The Company shall endeavor to fill the posting within two (2) weeks if operationally feasible and in consultation with the Union.
- (b) The senior employee applying who has the ability to do the job shall receive such job. If there is a dispute as to whether or not the employee has the ability, he shall be placed on the job for one (1) week, four (4 x 10) or five (5 x 8) working day shifts. Failing to establish he has the ability to do the job the employee shall be returned to his previous job and wage rate and the vacant job shall be reposted.
- (c) It is understood that employees may apply for lower paid jobs as well as higher paid jobs.
- (d) Subsequent to being awarded a posted position, the successful CSR must remain in the position for a period of no less than twelve (12) months before being able to apply and be considered for any other route posting. The Company reserves the right to waive this period should an employee have a sufficient reason satisfactory to the Company to not remain in the posted position or for the Company's convenience.



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

- (a) All employees covered by this Agreement shall be paid not less frequently than on alternate Fridays, one-half (1/2) hour before the end of shift, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. When a pay day falls on a General Holiday, employees will be paid on the previous bank day. Commissions and Route Volume shall be paid monthly.
- (b) The Company shall provide every employee covered by this Agreement on each pay day with online access to download their pay statement and print it off on each pay day, an itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked (either time and one-half (1 ½) or double or triple time), the rate of wages applicable, and all deductions made from the gross amount of wages.
- (c) When there is an error of short payment, equal to a day's pay or greater, this shall be corrected and any monies are to be paid out within two (2) working days from the date the service manager is notified of the error.
- (d) The Company shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

#### **15. ANNUAL VACATIONS**

- (a) The Vacation Year shall be January 1<sup>st</sup> to December 31<sup>st</sup>.

The Company shall post a blank holiday schedule on the Bulletin Board in the CSR's room by January 15<sup>th</sup> of each year. Starting February 15<sup>th</sup>, all CSR's in order of seniority shall have up to two (2) business days to post their vacation request on the holiday schedule. In the event that a CSR is unavailable for their turn due to unforeseen circumstances, their seniority position for holiday selection would not be waived. Rather, the holiday selection process would be temporarily suspended until he/she becomes available. The employees must have completed posting their vacation request before March 15<sup>th</sup>. Any employee not having posted his request by this day may be assigned a vacation period by the Service Manager. Employees will be allowed to choose weeks in which General Holidays fall.

There may be up to two (2) CSRs off on vacation during the period of January 15<sup>th</sup> to November 30<sup>th</sup>. Exception is during the week of and the week prior to any General Holiday, during which time there can be one (1) person off at this time only.

- (b) Any employees requesting vacations during the months April 1<sup>st</sup> to September 30<sup>th</sup> inclusive shall receive three (3) weeks or two (2) weeks, whichever he is entitled to, in one continuous period. The balance of any vacations to which he is entitled shall be taken during the months October 1<sup>st</sup> to March 31<sup>st</sup> inclusive.
- (c) Each employee shall have the right to take his entire vacation in one unbroken period at any time outside the months April 1<sup>st</sup> to September 30<sup>th</sup> inclusive.
- (d) The Company may not alter established vacation dates without the consent of the employee nor shall the vacation period of any other employees interfere with the vacation period of a member of the bargaining unit.

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

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

- (ii) An employee's vacation pay shall be calculated on either the number of hours they were entitled at the rate of pay they were receiving at the date of taking their vacation or the applicable percentage of their annual gross earnings for the year in which they are receiving their vacation as set forth above, whichever is the greater, subject to Article 15 (g).
- (iii) Prior to an employee going on his vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages) and shall include all overtime payments and commissions.
- (f) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- (g) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours in an employee's calendar year, he shall be eligible for vacations as above set forth. If less than fifteen hundred (1500) hours are worked, the employee shall be entitled to vacations as set forth above, however, the applicable percentage rate only shall apply.
- (h) Absence due to any illness, accident or authorized leave of absence will be deemed to be time worked for the purpose of vacation entitlement.
- (i) In the event that an employee leaves the employ of the Company before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Company.
- (j) In the event of an employee leaving the employ of the Company after he had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%) after fourteen (14) years, as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.

## **16. GENERAL HOLIDAYS**

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



New Year's Day  
Family Day  
Good Friday  
Victoria Day

Canada Day  
B.C. Day  
Labour Day  
National Day for Truth and Reconciliation

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

- (b) If during the life of this Agreement either the Federal or Provincial Government declares any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such days off with pay as set out herein for such other days.
- (c) Employees who are required to work a shift which commences at any time during the General Holiday or a shift which carries over into a General Holiday shall, in addition to their regular hourly rate, receive double their hourly rate for all hours worked during a shift.
- (d) In order to be eligible for pay for a General Holiday an employee must have worked his or her complete scheduled shift on the last scheduled work day prior to and his or her first scheduled work day after the General Holiday unless they are absent for legitimate illness or accident. It is recognized employees may arrange their work with the permission of the Company to complete their duties early on a scheduled shift prior to a holiday and if this is the case, the employee will have worked a complete shift for the purposes of this provision.
- (e) Employees shall be paid for each General Holiday even if it falls on his weekly days off or his vacation, or a day off with pay if the employee and Company so agree.

## **17. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged by the Company, he shall be paid in full for all monies owing to him by the Company no later than the period specified by the *Employment Standards Act of BC*.
- (b) If an employee quits the Company of his own accord, the Company will remit payment on the next scheduled pay day.
- (c) The Company shall electronically file an E.I. Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

## **18. SENIORITY**

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list shall be kept current.
- (b) Seniority shall be length of service within the bargaining unit and employment elsewhere with the Company shall be credited for calculation of vacation entitlement and pay.
- (c) There shall be a probationary period of eighty-eight (88) days worked for new employees before seniority commences. Upon completion of the probationary period seniority shall be from the original date of hiring.

- (d) Seniority shall be lost if an employee:
  - (i) Voluntarily leaves the employ of the Company;
  - (ii) Is discharged for cause;
  - (iii) After layoff fails to report for work for five (5) working days after being recalled;
  - (iv) Is absent without leave without just cause;
  - (v) Is on continuous layoff for more than twelve (12) months. It shall be the employee's responsibility to ensure the Company has the correct address and phone number.
- (e) Layoffs and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled.

## **19. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) The standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, Monday to Friday. Forty (40) hours will also constitute a normal work week for CSR's on the four (4) ten (10) hour day schedule.

Any CSR wishing to skip their unpaid lunch may elect to do so with the proper notification to the Company. For greater clarity, CSR's will be set up in the time clock system as either taking a lunch or skipping their lunch.

- (b)
  - (i) Time worked in excess of the standard hours of work, Monday to Friday, shall be paid at the rate of time and one-half (1 ½) for the first two (2) hours; thereafter double time.
  - (ii) Time worked on Saturday shall be paid at the rate of time and one-half (1 ½) for the first four (4) hours and double time thereafter.
  - (iii) All time worked on Sunday shall be paid at double time.
- (c) The Company shall maintain a time clock and time cards for the accurate posting of time worked by each employee, and each employee covered by this Agreement shall be issued a time card as soon as he commences work.
- (d) All overtime shall be paid for as actually clocked. Furthermore, for record keeping purposes, all overtime will be listed by the employee and approved by the Service Manager or Service Supervisor.
- (e) It shall be the concern of both employees and Management to avoid overtime hours wherever possible; but where overtime is required due to some unforeseen circumstances, the CSR's or Route Relief is to inform the Service Manager or some other responsible management person, so that the circumstances can be surveyed and a decision forthcoming immediately as to what action should be taken. Employees may, for legitimate reason, refuse to work overtime.
- (f) All time spent at sales or service meetings shall be classified as work time and paid for as such time with time cards punched prior to such meetings or training periods.
- (g) Because of the different types of routes and services rendered, the Company shall designate a starting time for each route. Each CSR shall punch his time clock before picking up his truck to load it. The working day shall be so designated by the Company,

and all changes in starting times shall be posted for the next day prior to the employee finishing his current shift.

## **20. EATING AND REST PERIODS**

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

## **21. COMPENSATION COVERAGE**

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

## **22. SAVINGS CLAUSE**

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

## **23. INSPECTION PRIVILEGES**

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

## **24. SANITARY FACILITIES, ETC.**

The Company agrees to maintain clean, sanitary washrooms having hot and cold running water and hand cleanser and towels in sufficient quantity, with toilet facilities and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, including maintaining good housekeeping practices within their work location, Company vehicles and at Customer Sites in the handling of Canadian Linen products.

## **25. SEVERANCE PAY**

- (a) All employees with one (1) full year of service who are permanently laid off and whose employment is terminated as a result of technical and/or technological change or loss of business, shall receive severance pay of one (1) week for every year of service to a maximum of eight (8) weeks' pay at the rate they were receiving at the time of layoff.

An employee who retires or is terminated with cause is not eligible for severance pay.

In the event of a closure of the whole business or of a whole department where an employee is terminated as a result of that closure severance pay will be one (1) week's pay per year of service to a maximum of eight (8) weeks' pay at the rate they were receiving at the time of termination.

An employee whose position is eliminated but accepts employment elsewhere within the Victoria location is not eligible for severance pay.

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

## **26. SAFETY AND HEALTH**

- (a) The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits as required by the Workers' Compensation Board shall be provided in each vehicle.

Any employee suffering any injury or employment induced illness while in the employ of the Company must report same to the First-Aid Attendant immediately or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid Attendant. There shall be a qualified First-Aid Attendant available.

- (b) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein shall speak to his superior regarding the matter.
- (c) If an employee suffers from an allergy or recurring illness, the employee shall furnish a medical letter to that effect, and such letter shall be kept on file in the office.

## 27. MANAGEMENT

The Union agrees that the Company has the exclusive right and power to manage the Company's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote for cause, or lay off employees, to assign employees to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, and to make rules and regulations.

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

Provided, however, that the Company agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

## 28. HEALTH AND WELFARE PLAN

- (a) Effective October 1<sup>st</sup>, 2013, the Company shall continue a Health and Welfare Plan for all full-time employees subject to the jurisdiction of this Agreement. The Company will continue contributions to the Plan and Fund.

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

- (1) upon completion of the probationary period, contributions shall commence with respect to the MSP Medical Plan.
  - (2) upon completion of six (6) months of service, contributions shall commence with respect to the Life Insurance and AD&D, Dental, Extended Health & Prescription Drugs, Weekly Indemnity and Long Term Disability coverage.
- (b) The Company agrees to pay one hundred percent (100%) of the cost of the Health and Welfare Plan for existing employees, **hired before May 15<sup>th</sup>, 2014.**

### **For employees hired after May 16<sup>th</sup>, 2014**

Effective November 1st, 2023, the Company shall pay fifty-five percent (55%) of the benefit premiums and employees shall pay forty-five percent (45%) of the benefit premiums. Effective October 1st, 2024, the Company shall pay sixty percent (60%) of the benefit premiums and employees shall pay forty percent (40%) of the benefit premiums. Effective October 1st, 2025, the Company shall pay sixty-five percent (65%) of the benefit premiums and employees shall pay thirty-five percent (35%) of the benefit premiums. Effective October 1st, 2026, the Company shall pay seventy percent (70%) of the benefit premiums and employees shall pay thirty percent (30%) of the benefit premiums. Effective October 1st, 2027, the Company shall pay seventy-five percent (75%) of the benefit premiums and employees shall pay twenty-five percent (25%) of the benefit premiums.



The Company will ensure that all full-time employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Plan on their behalf. Failure of the Company to secure the necessary administration forms from full time employees, forward completed forms and/or remit contributions on the due date will cause the Company to be liable for any claims arising as a result of such failure.

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

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

Group Term Life Insurance	\$20,000.00
Accidental Death and Dismemberment Insurance	\$20,000.00
Weekly Indemnity Benefits	50% of weekly salary. Benefits on a first (1 <sup>st</sup> ) day accident, fourth (4 <sup>th</sup> ) day sickness, 26 week duration basis (1/4/26). Maximum benefit \$750.00 per week.
Long Term Disability Benefit	75% of monthly salary to a maximum of \$750.00. Eligibility after 26 weeks.
Dental Benefit	Basic - 80% coverage. Major Restorative - 50% coverage with \$2,500 annual limit per individual. Orthodontic - 50% coverage with \$3,000 life-time benefit per individual.
Extended Health Care Benefit	Adjustments to the Extended Health Care Benefits are as follows:  Physiotherapy, Massage Therapy and Chiropractic limits combined to \$900.00 annually.  Increase vision care limits to \$300.00 per 24 months.  \$25.00 deductible, 80% reimbursement above deductible with vision care
Prescription Drugs	Included with Extended Health Care and reimbursed subject to the terms of that benefit.

- (d) The Company shall pay 100% of the premium cost of the Medical Services Plan of B.C. However, if any full-time employee is otherwise covered for M.S.P., the full-time employee shall opt out of the Plan coverage under this Agreement. If such other coverage ceases,

then it is the employee's responsibility, with due diligence, to notify the Company in writing and request coverage. Once requested and there has been no delay in such request by the employee then the Company will provide M.S.P. coverage under this Agreement.

- (e) The Company shall remit contributions for employees who are absent from work due to an illness or accident for up to three (3) months.
- (f) For full-time employees who become laid off, the Company shall remit contributions required to maintain the Medical Services Plan of B.C. coverage, Extended Health Care Benefit and the Group Term Life Insurance Benefits. This lay-off provision shall take effect on the first (1<sup>st</sup>) day of the month following the month in which the full-time employee was laid off and shall continue during the lay-off but for a maximum period of one (1) month.
- (g) The Company shall provide a Sick Leave Plan for full-time employees as follows:

After an employee has completed six (6) continuous months of employment with the Company, each full-time employee shall accrue one-half (1/2) day per month in sick leave to a maximum of six (6) days in any one calendar year. To accrue the one-half (1/2) day per month sick leave with pay, an employee must work at least seventeen (17) days in the month. New employees hired after the effective date of this Agreement shall not be covered by this Sick Leave Plan.

## **29. ARTICLE HEADINGS**

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

## **30. TRANSPORTATION, TRUCK MAINTENANCE AND SAFETY**

- (a) No employees shall be required to use their car on Company business.
- (b) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition and/or equipped with the safety appliances or valid testing stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) Each CSR will at all times, while driving Company vehicles, comply with all and any traffic regulations, and will to the best of his ability be courteous to other users of the road. Further each Driver shall be responsible for reporting on the proper form any defects of his truck or equipment to whichever person the Company designates as the person responsible for maintenance of vehicles, etc.

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

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

- (d) CSRs are required to conduct vehicle checks inclusive of oil levels, fuel and fluid levels as part of the pre-trip inspection and when necessary replenish fluid levels. No CSR shall be asked or required to service or maintain trucks, except to change flat tires where the necessary tools are provided and to deliver his truck to parking or maintenance areas.



- (e) All vehicles shall be equipped with an approved fire extinguisher and First-Aid kit.
- (f) A vehicle inspection and maintenance form shall be provided daily to each CSR to note any faults in the vehicle. At the end of the CSR's shift these forms shall be turned in for action by the Company and upon the repairs or adjustments being completed, the original form shall be returned to the CSR with repairs made to the vehicle indicated and signed by an authorized person.

(g) **Parking Infractions**

If a CSR receives a Parking Infraction Ticket while in the normal course of delivering to our Customers, the Company shall reimburse the CSR for one offence per calendar year up to a value of \$60.00 upon presentation of the ticket. This shall not include infractions such as parking in a fire route or handicap parking space.

### 31. **MEDICAL EXAMINATIONS**

- (a) Any medical examination, doctor's certificate, letter or statement requested by the Company shall be promptly complied with by all employees, provided however, that the Company shall pay for all such examinations. The Company reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Unions' expense.

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

- (1) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
  - (2) If the medical examination is taken after working hours or on Saturdays, the employee shall be paid three (3) hours' pay at straight time rates of pay.
- (b) If, following an Company requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
    - (i) The Company shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
    - (ii) Where there is no agreement between the Company appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
    - (iii) The findings of the consultant shall be final and binding upon all parties.
    - (iv) The remuneration of the consultant shall be borne equally by the Company and the Union.

- (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

### **32. CLASSIFICATIONS AND WAGE RATES, ETC.**

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.

### **33. PAID ELECTION TIME OFF**

The Company shall not alter the regular or normal hours of employment of any employee to circumvent the requirements of Section 128 of the Canada Elections Act and/or Section 74 of the Provincial Elections Act.

### **34. LOSS OR DAMAGES**

- (a) No member of the Union while on Company business shall be required by deduction of salary or otherwise to reimburse the Company for damages to vehicles or property, or any loss of equipment or goods through third party theft. Damage to the vehicle while under the care and control of the employee shall be reported to the Company on the forms provided before the end of the employee's shift for that day. Accident report forms must be made available to the employees at all times.
- (b) Provided that if said damage to vehicles or property be due to negligent or deliberate acts of the employee, or theft and/or fraud shall be proven, these instances shall be just cause for dismissal. Dismissal for damage to vehicles shall follow the following format:
  - (1) Where a CSR is involved in three (3) accidents within a thirty-six (36) month period where these accidents involve damage to both the Company vehicle and a second party, or where personal injury takes place, and the Company's CSR is, in the majority, at fault; or
  - (2) Where the Company's CSR within a thirty-six (36) month period is involved in five (5) accidents wherein damage is done to the Company's property only and the Company's CSR is at fault.

### **35. KEEP PROPER RECORDS**

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

**36. BONDING**

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

**37. GENDER**

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

**38. DEFINED PENSION PLAN**

The Company agrees to enroll the employees in a Defined Pension Plan where the Company will contribute a base contribution of five percent (5%) of gross monthly earnings, for all employees with a minimum of twelve (12) months' continuous service, to the plan. Effective October 1, 2020 the Company's contribution shall be amended to five and one-quarter percent (5 ¼%). Effective October 1, 2021, the Company will contribute a base contribution of five and one-half percent (5 ½%) of gross monthly earnings.

**39. ROUTE CHECKS**

Where either the Company or the CSR has a concern with respect to the timeliness of a route, it will be determined by a route check. The Company shall conduct the route check within fourteen (14) days of the CSR's written request to do so. If more time is required, a mutual agreed upon date will be set.

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

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**APPENDIX "A"**

**RATES PER HOUR**

<b>CLASSIFICATIONS</b>	<b>Effective Oct. 1/23</b>	<b>Effective Oct. 1/24</b>	<b>Effective Oct. 1/25</b>	<b>Effective Oct. 1/26</b>	<b>Effective Oct. 1/27</b>
<b>A) CSR</b>					
Start	\$24.39	\$25.12	\$25.87	\$26.52	\$27.12
After 12 months	\$27.42	\$28.24	\$29.09	\$29.82	\$30.49
After 24 months	\$30.44	\$31.35	\$32.29	\$33.10	\$33.84
<b>B) Route Relief / Shuttle Driver</b>	\$30.84	\$31.77	\$32.72	\$33.54	\$34.29

The Company proposes to implement a compensation plan based on a percentage of route revenue for CSR positions. (In no case will a CSR receive less than the wages; wages include regular hours worked, earned commissions and overtime.)

The meal allowance for an overnight route shall be fifty dollars (\$50.00) effective the date of ratification.

**Seasonal Employees**

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

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

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





