

THIS AGREEMENT made and entered into this 4th day  
of May, 1989.

B E T W E E N:

SEE \* NOTE ON  
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THE TEXTILE RENTAL INSTITUTE OF ONTARIO  
by and on behalf of  
Booth Avenue Hospital Laundry Inc.,  
Centennial Hospital Linen Services, and  
London Hospital Linen Service

SOURCE	Union
EFF.	890101
TERM.	91231
No. of EMPLOYEES	615
INDUSTRY	
BY WHOM SIGNED	S. J. J. J.

hereinafter called the "Institute",

OF THE FIRST PART:

- and -

TEXTILE PROCESSORS, SERVICE TRADES, **HEALTH CARE, PROFESSIONAL** AND TECHNICAL EMPLOYEES, INTERNATIONAL UNION, **LOCAL 351**

hereinafter called the "Union",

OF THE SECOND PART.

WHEREAS the Institute acting on behalf of its members who are signatories to this agreement and the Union wish to make a common collective agreement with respect to certain employees of the member companies of the Institute and to provide **for** and ensure uniform interpretation and application in the administration of the collective bargaining agreement:

AND WHEREAS the Union **recognizes** the Institute as the bargaining representative of its member companies and agrees to deal with the said Institute as the agent of the companies who are members thereof in negotiating and administering a common collective agreement and agrees not to

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negotiate with any of the said companies on an individual basis;

NOW THEREFORE it is agreed as follows:

**ARTICLE I - PURPOSE**

**1.01** It is the desire of the above mentioned parties to co-operate and work harmoniously together in promoting their mutual interest in the operation of the plants. It **is** their desire to provide orderly procedure for collective bargaining, orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the plants.

**ARTICLE II - UNION RECOGNITION**

**2.01** The Institute **recognizes** the Union as the sole collective bargaining agency for all employees **of** its members named above at Metropolitan Toronto, and London, Ontario, save and except supervisors, persons above **the** rank of supervisor, office and sales staff, drivers, (except London Hospital Linen **Service**) students employed for the school vacation period, and persons regularly employed for not more than twenty hours per week.

**ARTICLE III - UNION SECURITY**

**3.01** Employees covered by this Agreement are required to **acquire and maintain** membership in the Union- on the completion of their probationary period as a condition of

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continued employment.

**3.02** During the lifetime of this agreement, each employer shall take from the pay of all employees covered by this agreement on the first pay-day of each calendar month such amount as may be uniformly assessed by the Union constitution and **by-laws as** regular monthly Union dues and shall remit same prior to the end of such month to the Financial Secretary of the Union. It is understood that such deductions **may** be made on a weekly basis in **equal** amounts from the first four pays in the month. It is further understood and agreed that new employees hired after the date of this agreement shall have the Union initiation fee of **\$45.00** deducted from the first pay due to the employee in the month following completion of the probationary period.

**3.03** **Each** employer shall show the yearly union monthly dues deductions on the employee's **T-4** slip.

**3.04** The Union will not engage in union activities during working hours or hold meetings at any time on the premises of a member of the Institute, save as **may** be expressly permitted by this agreement or otherwise with the consent of such member of the Institute.

#### **ARTICLE IV - MANAGEMENT RIGHTS**

**4.01** The Union acknowledges that it is the right of each member of the Institute to hire, promote, demote, transfer, classify and suspend employees, and also the right of any such member to discipline or discharge any employee for

cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without reasonable cause shall be the subject of a grievance and dealt with as **hereinafter** provided.

**4.02** The Union further **recognizes** the right of a **member** to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured or processed, the schedules of production, the methods, processes and means of manufacturing or processing used, the right to decide on the number of employees needed by each member at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, building, machinery, tools and employees at the plants at Metropolitan Toronto and London are solely and exclusively the responsibility of each member. **It** is understood and agreed that breach of any of the plant rules or any of the provisions of this Agreement shall **be deemed** to be sufficient cause for discipline or dismissal of an employee.

#### **ARTICLE V - GRIEVANCE PROCEDURE**

**5.01** The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

**5.02** No grievance shall be considered:

- (a) which usurps the function of the Management: or

(b) where the circumstances giving rise to it occurred or originated more than **five** full working days before the filing of the grievance.

**5.03 Grievances** properly arising under this agreement shall be adjusted and settled **as** follows:

**Step No. 1** - The aggrieved **employee** shall present his grievance orally or in writing to his immediate supervisor. If a settlement satisfactory to the employee concerned is not reached within two full working days, the grievance may be presented as follows at any time within two full working days thereafter.

**Step No. 2** - The aggrieved employee may with the Union representative **present** his grievance, which shall be reduced to writing on a form supplied by the Union and approved by the Institute, to the official of the member named by such *member* to handle grievances at this step. Should no settlement satisfactory to the employee be reached within five full working days, the next step in the 'grievance procedure may be taken at any time within five full working days thereafter.

**Step No. 3** - The Union, if it considers it a valid grievance, may submit the grievance to the Institute (through a sub-**committee** established by it **for** that purpose) and the representatives of the parties shall meet as promptly as possible thereafter in an endeavour to settle the grievance. If a satisfactory settlement is not reached within ten days from this meeting and if the grievance is one which concerns

the interpretation of or alleged violation of this agreement, the grievance **may** be submitted to arbitration as provided in Article VI **below at any** time within fourteen days thereafter but not later.

**ARTICLE VI - ARBITRATION**

**6.01** Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article V **above**, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.

**6.02** The Board of Arbitration will be composed of one person appointed by the Institute, one person appointed by the Union and a **third** person to act as chairman chosen by the other two members of the Board.

**6.03** Within forty-eight hours of the request **by** either party for a Board, each party shall notify the other of the name of its appointee.

**6.04** Should the person chosen by the Institute to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven days of the notification mentioned in **6.03** above, the Minister of Labour of the Province of Ontario will be asked to appoint an impartial chairman who shall be other than a public servant.

**6.05** The decisions of the Board of Arbitration

constituted in the above manner shall be binding on both parties.

**6.06** The Board of Arbitration shall not have any **power** to alter or change any of the provisions of this agreement or to substitute any new provisions for any **existing** provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

**6.07** Each of the parties to this agreement will bear the expenses **of** the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the chairman.

**6.08** No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

**6.09** Notwithstanding the foregoing, it is agreed that grievances alleging unjust discipline or discharge will be submitted to a single Arbitrator as opposed to a Board of Arbitration. The parties shall follow the time limits set out above in endeavouring to agree on an Arbitrator and in the event of failure to agree they shall ask the Minister of Labour of the Province of Ontario to appoint an Arbitrator. The powers **of** the Arbitrator shall be the same as those of a Board of Arbitration appointed under this Article.

**ARTICLE VII - MANAGEMENT - UNION GRIEVANCES**

**7.01** It is understood that the Institute may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its local

officers or stewards and that if such complaint by the Institute is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

**7.02** A Union policy grievance, which is defined as an alleged violation of this agreement or the way in which the agreement has been interpreted, applied or administered concerning all **or** a number **of** employees in the bargaining unit in regard to which an individual employee could not grieve, may be brought forward by the Union Committee at Step No. 3 of the Grievance Procedure at any time within ten days after the circumstances giving rise to such policy grievance occurred.

#### ARTICLE VIII - DISCHARGE CASES

**8.01** In the event **of** an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

**8.02** All such cases shall be taken **up** within three days and disposed of within seven days of **the date the** employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the superintendent



within three days after the employee ceases to work for the member of the Institute.

**8.03** Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the **employee** with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

**ARTICLE IX - REPRESENTATION**

**9.01** The business representative of the Union must make arrangements with the **Manager** of the member or his designated representative to visit the plant of such member; permission shall not be reasonably withheld.

**9.02** All **members of** Union Committees and all stewards must have two **(2)** years or more service with his Employer to serve in such capacity.

**ARTICLE X - NO STRIKES -NO LOCKOUTS**

**10.01** In view of the orderly procedures established **by** this agreement **for** the settling of disputes and the handling of grievances the Union agrees that, during the lifetime of this agreement, there will be no strike, picketing, slowdown or stoppage of **work**, either complete or partial, and each member of the Institute agrees that there will be no lockout.

**10.02** Each member of the Institute shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown,

but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article V above.

**10.03** Should the Union claim that a cessation of work constituted a lockout, it may take **the matter** up at Step No. 3 of the grievance procedure.

**10.04** The Union further agrees that it will not involve any member of the Institute either directly or indirectly in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE XI - REST PERIODS

**11.01** There shall be a ten-minute rest period in the forenoon and a ten-minute rest period in the afternoon for all employees at times to be designated by each member.

ARTICLE XII - STATUTORY HOLIDAYS

**12.01** Where any of the following statutory holidays: the half day before New Year's Day, New Year's Day, **Good Friday**, Victoria Day, Dominion Day, Civic Holiday, **Labour Day**, Thanksgiving **Day**, the half day before Christmas Day, Christmas Day and Boxing Day falls on what would otherwise be a working day or where any of the said statutory holidays falls on a Sunday and the **day proclaimed** as a statutory holiday in lieu thereof **falls on** what would otherwise be a regular working day, all employees who have completed **90** calendar days or more continuous service with a member shall

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receive payment for such holidays based on their current hourly rate multiplied by the number of hours that he would normally have **worked** on such day subject to the following conditions.

- (a) To be eligible for holiday pay, an employee must work the full work day immediately preceding the holiday and the full work day **immediately following** such holiday, and to be eligible for holiday pay for the half day before Christmas Day and the half day before New **Year's** Day the employee must work the morning of that day:
- (b) If an employee works on one of the above named paid statutory holidays, he will receive payment at time and one-half for the hours actually worked by him in addition to receiving his holiday pay:
- (c) Where one of the aforementioned statutory holidays falls during an employee's approved vacation period, he shall be allowed an extra day's vacation at a mutually convenient time:
- (d) Where one of the aforementioned statutory holidays falls on what would otherwise be a working day for the employee the hours for which he is paid for that holiday shall be included as hours worked for the purposes of computing overtime, except when such hours fall on a Saturday or Sunday, or are the sixth or seventh consecutive days worked;
- (e) Where the holiday falls on a Saturday or Sunday, the employees shall receive a regular day's pay for such holiday or a day off in lieu at a mutually convenient time, subject to the conditions outlined herein.

ARTICLE XIII - WAGES 50A-1

**13.01** The following wage increases have been negotiated between the parties:

- (a) Effective from January **1st, 1989** a wage increase:
  - (i) To all general help in the employ of the Company on April **4th, 1989** of sixty-five cents (**65¢**) per hour;

(ii) To all classified help in the **employ of** the Company on April **4th, 1989, of** seventy-five cents **(75¢)** per hour.

(iii) To all maintenance employees with certificate or equivalent in the employ of the Company on April **4th, 1989** of **7.6%** of the employees' hourly rate with a minimum increase of seventy-five cents **(75¢)** per hour.

The foregoing increases are retroactive to January **1st, 1989** based on all hours worked from that date to April **4th, 1989.**

(b) Effective from January **1st, 1990** a wage increase:

(i) To all general help in the employ of the Company on that date of sixty-five cents **(65¢)** per hour;

(ii) To all classified help in the employ of the Company on that date of seventy-five cents **(75¢)** per hour;

(iii) To all maintenance employees with certificate or equivalent in the employ of the Company on that date of **7%** of the employees hourly rate with a minimum increase of seventy-five cents **(75¢)** per hour.

**13.02** The following minimum wage rate shall apply after the probationary period and shall be in effect from and after the dates indicated:

	<u>January 1st, 1989</u>	<u>January 1st, 1990</u>
General Help	\$ 9.31	\$ 9.96
Classified Help	\$10.61	\$11.36

**13.03** Notwithstanding the foregoing it is agreed that truck drivers in the employ of London Hospital Linen Service at London, Ontario will have their rates adjusted to weekly

rates as contained in the agreement between Local **847**, Teamsters' Union and Canadian Linen Supply Co. Ltd. and Work Wear Corporation of Canada Ltd. at London, Ontario.

**13.04** The parties agree to meet during the months of November and December **1990** to determine the hourly rates to **be** paid during the period January **1st, 1991** to *December 31st, 1991*. In the event that agreement is not reached the parties agree to jointly apply to the Ontario Labour Relations Board for the early termination of this Agreement in order that the facilities of the Conciliation and Mediation Branch of the Ontario Ministry of Labour will be available to assist in resolving the matter.

**ARTICLE XIV - HOURS OF WORK AND OVERTIME**

**14.01** The following paragraphs and sections are intended to define the normal hours **of** work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**14.02** Overtime at the rate of time and one-half the employee's basic hourly rate shall be paid for all production work performed in excess of eight **(8)** hours per day and for all such work performed on Saturdays. Where an employee is receiving time and one-half for Saturday work and is required to work more than eight **(8)** hours he shall be paid at the rate of double time for work performed in excess **of eight (8)** hours. 37C-6

**14.03** Where Saturday is worked as part of an employee's

regularly scheduled **work** week overtime at the rate *of* time and one-half the employee's basic hourly rate shall **be** paid for all work performed on such employee's sixth consecutive *day of work*. All work performed on Sunday shall be paid for **37D-0** at double the employee's basic hourly rate.

**14.04** Employees are expected to work overtime as and when requested by their Employer but it is **understood** that an employee will not **be** disciplined for **refusing to work overtime** on a given occasion providing **the employee** has a reasonable excuse satisfactory to their Employer. Overtime work **will be equitably distributed amongst** those employees who **normally** perform the work. ✓

**14.05** Pay shall be distributed weekly and not later than **12:00** noon on Friday and shift workers shall be paid not later than **7:00** p.m. on Thursday. Pay shall be distributed in sealed envelopes.

**14.06** In the event the Employer should introduce a regular shift schedule requiring employees to work regular shifts other than those presently in existence all employees regularly assigned to such shifts commencing after **12:00 o'clock** noon shall receive an off-shift premium of **thirty-five cents (35¢)** per hour for all hours worked on such **off-shift**. Effective the date of ratification, the thirty-five cents **(35¢)** per hour shall be increased to forty cents **(40¢)** per hour. Effective January **1st, 1990** this premium shall be increased to forty-five cents **(45¢)** per hour.

**14.07** There will be no pyramiding of shift premiums and/or overtime **premiums**.

**14.08** Employees who are required to work overtime at the end **of** their shift shall **be** notified before lunch wherever possible and if not **notified may** decline the overtime except where the overtime results from an **emergency** breakdown in the afternoon.

ARTICLE XV - VACATIONS WITH PAY

**15.01** All employees who have been steadily employed by their Employer for a period of twelve **months** prior to July **1st** in any year shall be entitled to two **weeks'** vacation with pay at a time convenient to their Employer and shall receive as vacation pay an amount equivalent to four percent of such employee's earnings during the twelve months immediately preceding July **1st** in that year, 0102

**15.02** All employees who have been steadily employed by the Employer for a period of five years or more prior to July **1st** in any year, shall receive three weeks' vacation with pay at a time or times convenient to the Employer, and shall receive as vacation pay six percent of the earnings of such employee during the twelve months immediately preceding the **1st** of July in such year. An employee entitled to two weeks' vacation shall have the option **of** taking the two weeks consecutively in the available vacation periods based on seniority. 0503

**15.03** All employees who have been steadily employed by

the Employer for a period of sixteen **(16)** years or more prior to July **1st** in any year, shall receive four weeks' vacation with pay at a time ~~or~~ times convenient to the Employer, and shall receive as vacation pay eight percent of the earnings of such employee during the twelve months immediately preceding the **1st** of July in such year. Effective in the second year of this Agreement sixteen **(16)** years shall read fifteen **(15)** years.

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**15.04** All employees who have been steadily employed by the Employer for a period of twenty-six **(26)** years or more prior to July **1st** in any year, shall receive five **(5)** weeks' vacation with pay at a time or times convenient to the Employer, and shall receive as vacation pay ten percent of the earnings of such employee during the twelve months immediately preceding the **1st** of July in each year. Effective in the second year of this Agreement twenty-six **(26)** years shall read twenty-five **(25)** years.

**15.05** An employee who has ceased to be employed by the Employer before receiving his vacation, shall receive vacation with pay in accordance with the provisions of The Employment Standards Act of Ontario.

ARTICLE XVI - SENIORITY

**16.01** Provided that in the judgment of their employer, which judgment shall not be exercised in an arbitrary or unfairly discriminatory manner, the employees affected are of equal skill, competence, efficiency and ability, the last



employee hired shall in the case of layoff be the first laid off and ~~the last laid off shall be the first rehired.~~ <sup>27C-1</sup> <sup>27D-1</sup>

**16.02** In the event of a layoff, if a senior employee wishes to transfer to another job, and the Employer feels that his skill, **competence**, efficiency and ability are sufficient to justify the transfer, arrangements for such transfer will be **made** wherever possible. <sup>27B-1</sup>

**16.03** In promotions, other than appointments to supervisory positions, preference shall be given to those employees having the longest service provided always that the employees in question are, in the judgment of their employer, which judgment shall not be exercised in an arbitrary or unfairly discriminatory manner, of equal skill, competence, efficiency and ability. <sup>27A-1</sup>

**16.04** An employee will be considered temporary for the first **90** calendar days and will have no seniority rights during that period. After **90** calendar **days'** service, his seniority shall date back to the day on which his employment began. <sup>8-1090</sup>

**16.05** Employees who have been laid off due to lack of work and subsequently **re-employed** will have their length of service determined by the actual time they have been on their employer's payroll, provided such employees return to work when notified, and subject to the conditions of **16.06** and **16.07** below.

**16.06** Any employee who has been off the payroll for a

continuous period of twelve months or more will lose any previous acquired seniority and will be rehired only as a new employee.

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**16.07** Any employee who has been laid off, but who still retains his seniority, and who is notified to return to work by registered mail, will lose his seniority unless he notifies his employer within five days that he is intending to return to work, and unless he returns to work as soon as possible after receiving notice, and in any event, within seven days after the mailing **or** other communication of such notice.

**16.08** An employee shall lose his seniority standing, if he voluntarily **quits** his employment with his employer, if he is discharged for cause and is not reinstated pursuant to the provisions of Article VIII: or if he is absent from work without leave unless there was reasonable justification for such absence.

**16.09** Any employee away from work because **of** sickness who has properly reported such sickness will not have his service record disturbed unless he is away more than one month, after which time he will not accumulate seniority while absent.

**Any employee's** reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he was ill and is now fit for work **from** the sickness which caused his absence.

**16.10** Seniority as referred to in this agreement shall

mean length of continuous service in the employ *of* their employer **and** shall be on a **departmental** basis.

**16.11** **seniority** lists will **be** revised each six **months**, a copy of the lists will be posted *in the* plant and a copy given to the Union and unless **objected** to within seven days, shall be deemed to be conclusive.

**16.12** In the **event** that an employee covered **by** this agreement should be promoted to a supervisory or confidential position beyond the scope of this agreement, he shall retain the seniority previously acquired and shall have **added** thereto the seniority accumulated while serving in such supervisory or confidential capacity.

**16.13** In **order** that **employees** may be made aware of vacancies occurring in classified and/or skilled categories the Employer will post a notice of any **such vacancies** on the bulletin board for a period of four **(4)** working days. Employees shall have three **(3)** working days following the posting to bid for such jobs and in filling the vacancies the Employer will be governed **by** the provisions **of** Section **16.03**. It is agreed that the first vacancy only shall be posted and not resulting vacancies.

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**ARTICLE XVII - GENERAL**

**17.01** The Union agrees that it will not enter into *any* collective agreement with any other employer in competition with a member of the Institute on terms more favourable to such employer than those contained in this Agreement.

**17.02** It is understood and agreed that where an employee **covered by** this Agreement is receiving **rates** of wages, vacations with pay or paid statutory holidays in excess of those provided for in this Agreement, **his** employer will not reduce such benefits to such employee through the signing of this Agreement.

**17.03** Employees may be granted a leave of *absence* for personal reasons without pay and without loss of seniority for periods of up to three months. An employee granted such leave of absence returning to **work** at the time agreed on completion of the leave of absence will not have his rate of pay reduced **by reason of** having been granted such leave. Employees on leave of absence with Company permission or on Workers' Compensation will be permitted to return to his own job upon return to **work** if physically capable. 63N-3

**17.04** Wherever the masculine pronoun is used in this Agreement, it shall be considered to include the feminine where the context so requires.

**17.05** **Safety Shoes** - Each member company agrees to contribute the sum of **\$80.00** per pair for safety shoes once per year, upon receipt **of** voucher, to employees who are required by their employer to wear safety shoes.

**17.06** **Washmen** will be supplied by their employer with protective clothing as the employer requires same to be worn. It is further agreed that the employer will contribute one hundred percent (**100%**) of the cost of waterproof footwear for

**washmen** to a maximum of three (3) pairs per year.

**17.07** It is **agreed** that Supervisors will not normally perform the jobs of bargaining unit employees to the extent that it results in their layoff or the reduction of the employees regular scheduled hours of work.

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**17.08 Maintenance** employees shall be allowed a wash-up period of five (5) minutes at the start of the **employees'** break periods and at the end of the employees' shift and all other departments now enjoying this benefit shall continue to do so. Soil sorting employees shall, in addition to the breaks outlined above, be allowed a wash-up period of five (5) minutes before the lunch break. Soil sorting employees are soil belt, bag hangers, bag openers, scale people, and **washmen**. All other departments now enjoying this benefit shall continue to do so.

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ARTICLE XVIII - BEREAVEMENT LEAVE

**18.01** In the event of the death of a **member** of an employee's immediate family, the employee will be granted a leave of absence and will be reimbursed for time necessarily lost from work up to a maximum of three days for the purpose of arranging and attending the funeral of the deceased. The term "**a member of the employee's immediate family**" means spouse, common law spouse, child or parent of the employee. In the event of the death of a brother, sister, grandparent or parent-in-law of an employee the employee will be granted a leave of absence with pay up to a maximum of one day

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subject to the same conditions as above.

**18.02** In the event an employee who would otherwise be entitled to three **(3) days** off to attend a funeral under the provisions of Section **18.01** but is unable to attend because of distance, such employee will be allowed one **(1)** day off with pay on the **day of** the funeral.

**ARTICLE XIX - HEALTH AND WELFARE**

**19.01** Effective April **1st, 1989**, in addition to the wages regularly to be paid by each employer to the employees as provided in this Agreement, each employer shall contribute to the Textile Processors, Service Trades, Health Care, Professional and Technical Employees' Union Health and Welfare **Fund** a sum equal to **\$80.00** per month for each employee in service covered by this Agreement who is on the payroll for services rendered during any regular payroll period, provided that such employee has been employed a minimum of twenty **(20)** hours per week and has **been** in the employ of his employer for a period of thirty **(30)** days, and effective January **1st, 1990** the contribution will be increased to **\$85.00** per month.

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**19.02** Such contribution shall be paid monthly and shall be used solely for the purpose of providing health, welfare and death benefits and such other benefits as may be afforded to eligible employees in accordance with this Agreement.

**19.03** Payments to be made by each employer to the Textile Processors, Service Trades, Health Care, Professional and

Technical Employees' Union Health and Welfare Fund by the **10th** day of each month. Each employer will complete forms to be furnished by the Textile Processors, Service Trades, Health Care, Professional and Technical Employees' Union Health and Welfare Fund for reporting of "**Welfare Contributions**" to be forwarded to the Textile Processors, Service Trades, Health Care, Professional **and** Technical Employees' Union Health and Welfare Fund.

**19.04** All such monies due to the Textile Processors, Service Trades, Health Care, Professional and Technical Employees\* Union Health and Welfare Fund **from** each employer herein **under the** provisions of this agreement shall be segregated each week by each employer until monthly remittance is made to the Textile Processors, Service, Trades, Health Care, Professional and Technical Employees' Union Health and Welfare Fund and shall be held in trust for the benefit of the Textile **Processors**, Service Trades, Health Care, Professional and Technical Employees' Union Health and Welfare Fund.

**19.05** Each employer will pay one hundred percent (**100%**) of the prevailing premium cost for the Ontario Health Insurance Plan for all eligible and participating employees while in service. 707A-100

**19.06** It is agreed that the Textile Processors, Service Trades, Health Care, Professional and Technical Employees' Union Health and Welfare Fund shall be empowered to charge



interest at the rate of two percent **(2%)** per month on the failure of an employer to **make** payment within thirty **(30)** **days** of the due **date** to the benefit fund as required by this article.

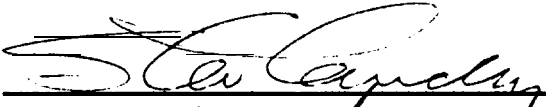
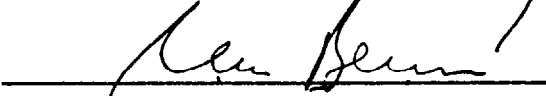
**ARTICLE X.X - TERMINATION**

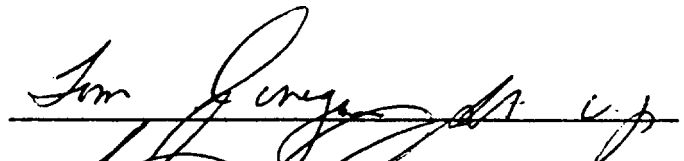

**20.01** This Agreement shall remain in force from the **4th** day of Way, 1989 until the **31st** day of December, **1991** and shall continue in force **and effect** from **year** to **year** thereafter unless in any year not more than sixty days and not less than thirty days **before** the date of its termination either party shall furnish the other with notice **of** termination of, or proposed revision of, this Agreement.

IN WITNESS WHEREOF the **parties** of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written.

THE TEXTILE RENTAL INSTITUTE OF ONTARIO, by and on behalf of Booth Avenue Hospital Laundry Inc., Centennial Hospital Linen Services, London Hospital Linen Service

TEXTILE PROCESSORS, SERVICE TRADES **HEALTH CARE, PROFESSIONAL AND TECHNICAL EMPLOYEES, INTERNATIONAL UNION, LOCAL 351**

  
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May 4th, 1989

Textile Processors, Service Trades,  
Health Care, Professional and  
Technical Employees International  
Union, Local **351**  
**34** Madison Avenue  
Toronto, Ontario  
**M5R 3N6**

Attention: **Mr. T. Corrigan**

Dear Sirs:

This letter will serve to confirm the following understandings which were reached during the course of the negotiations of the current collective agreement:

1. It will be the policy of Members of the Institute to pay the monthly welfare contribution on behalf of employees who are off sick, for the month in which the employee became sick plus a maximum of an additional six months while the employee is receiving sick benefits under your welfare plan. ✓
2. We have agreed that employees will be given **forty-eight (48)** hours' notice of a planned layoff for lack of work.
3. In regard to drivers employed at London Hospital Linen Service it is agreed that conversion from weekly salary to hourly rate where required will be calculated by dividing forty **(40)** into the weekly rate.
4. It is agreed that employees will not be docked pay for lateness at start of shift up to *five (5)* minutes. However, employees remain subject to discipline for repeated lateness and chronic abuse of the grace period **may** result in its discontinuance.
5. At London Hospital Linen Service, soiled **sorting** and receiving **soiled linen** employees shall receive a premium of ~~thirty cents (30¢)~~ **per hour over the general help rate effective the date of ratification (effective January 1st, 1990, the thirty cents (30¢) shall be increased to thirty-five cents (35¢);** at Booth Avenue Hospital Laundry Inc. such employees shall continue to receive a bonus which shall not be less than thirty cents **(30¢)** per hour; at Centennial Hospital Linen Services, the present practice regarding payment of

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such employees shall be continued.

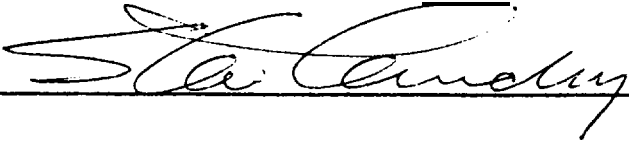
6. The parties have agreed that effective from July **1st, 1990** that each Employer will pay the sum of twenty cents (**20¢**) per hour worked (to a maximum of **\$8.00** per week) into a pension fund being established by the Union. The terms of the plan are not fully resolved as of this date but particulars of the plan shall be supplied to the Institute as soon as they are available.
7. At Centennial Hospital Line Services and London Hospital Linen Service employees working on the night shift shall be advised of any vacancies available on the day shift. (Notification to be given by plant posting).
8. The Union Committee in the plant shall be informed in advance of the introduction of a new shift.
9. The Employer agrees that a minimum of two (**2**) weeks' notice of a complete change of hours shall be given to the Union Committee.
10. Where an employee has completed his shift and has left the plant premises and is recalled to work, he shall be guaranteed a minimum of four (**4**) hours pay at the rate of time and one-half (i.e. a total of not less than six (**6**) hours pay).

11. Sick Days - Effective in the first year *of the* Agreement one **day** will be allowed. Effective January 1st, **1990**, two **days'** sick leave will be allowed.

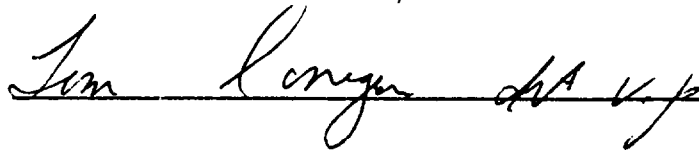
Please confirm your concurrence of the foregoing by signing the enclosed copy of this letter in the place indicated.

Yours sincerely,

THE TEXTILE RENTAL INSTITUTE OF ONTARIO

  
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TEXTILE PROCESSORS, SERVICE TRADES HEALTH  
**CARE**, PROFESSIONAL AND TECHNICAL EMPLOYEES  
INTERNATIONAL UNION, **LOCAL 351**

  
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**APPENDIX "A"**

BETWEEN:

THE TEXTILE RENTAL INSTITUTE OF ONTARIO  
by and on behalf of  
Booth Avenue Hospital Laundry Inc.,  
Centennial Hospital Linen Services, and  
London Hospital Linen Service

hereinafter called the "**Institute**",

**OF THE FIRST PART:**

and

TEXTILE PROCESSORS, SERVICE **TRADES**, HEALTH CARE,  
PROFESSIONAL MD TECHNICAL EMPLOYEES, INTERNATIONAL  
UNION, LOCAL **351**

hereinafter called the "**Union**",

OF THE SECOND PART.

**WHEREAS** the Institute acting on behalf of its members who are signatories to this agreement and the Union wish to make an Appendix to the collective agreement covering the **full-time** employees as set out in Article II of the collective agreement to which this Appendix is attached with respect to **certain employees** of the member companies of the Institute and to provide for and ensure uniform interpretation and application in the administration of the collective bargaining agreement:

AND **WHEREAS** the Union **recognizes** the Institute as the bargaining representative of its member companies and agrees to deal with the said Institute as the agent of the companies who are members thereof in negotiating and administering this

Appendix and agrees not to negotiate with any **of** the said companies on an individual basis;

NOW THEREFORE it is agreed as follows:

**1. UNION RECOGNITION**

Each of the Employers named above **recognize** the Union as the sole collective bargaining agency for all of its part time employees at Metropolitan Toronto, or London, Ontario, as indicated by locations of the plants, save and except supervisors and persons above the rank **of** supervisor, office and sales staff.

- 2.** The following Articles of the **fulltime** Agreement shall **apply** to the employees covered in this Appendix:

Article I - Purpose  
 Article III - Management Rights  
 Article V - Grievance Procedure  
 Article VI - Arbitration  
 Article VII - Management - Union Grievances  
 Article IX - Representation  
 Article X - No Strikes - No Lockouts  
 Article XI - Rest Periods

- 3.** The following Articles shall apply to the employees covered in this Appendix:

(a) UNION SECURITY

- (i)** During the lifetime of this Agreement, each Employer shall take from the pay of all employees covered by this Agreement on the first pay-day of each calendar month such amount

as may be uniformly assessed by the Union constitution and by-law as regular monthly Union dues and shall remit same prior to the end of such month to the Financial Secretary of the Union. **It** is understood that such deductions may be made on a weekly basis in **equal** amounts from the first four pays in the month. It is further understood and agreed that new employees hired after the date of this Agreement shall have the Union initiation fee of **\$45.00** deducted from the first pay due to the employee in the month following completion of the probationary period.

- (ii) Each employer shall show the yearly Union monthly dues deductions on the employee's **T-4** slip.
- (iii) The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of a member

of the Institute, save as may be expressly permitted by this agreement or otherwise with the consent of such member of the Institute.

**(b) DISCHARGE CASES**

- (i) In the event of an employee who has worked more than five hundred **(500)** hours being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (ii) All such cases shall be taken up within three days and disposed of within seven days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the superintendent within three days after the employee ceases to

work for the member of the Institute.

- (iii) Such special grievance may **be** settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

**(c) STATUTORY HOLIDAYS, VACATIONS WITH PAY, HOURS OF WORK AND OVERTIME**

- (i) The Employer agrees to observe and comply with the provisions of the Employment Standards Act of Ontario as such provisions apply to Statutory Holidays, Vacations with Pay, Hours **of** Work and Overtime.
- (ii) Time worked in excess of eight **(8)** hours in a day (midnight to midnight) will be paid at the rate of time and one-half.

**(d) WAGES**

- (i) Effective the date of



ratification there shall be a general wage increase of **sixty-five cents (65¢)** per hour and a further general wage increase of sixty-five cents **(65¢)** per hour effective June **16th, 1990**, and the hourly rates shall be as set out in **(d)(ii)**.

(ii) The following rates shall be applicable to part time employees:

	<u>Effective June 16, 1989</u>	<u>Effective June 16, 1990</u>
Hiring rate	<b>\$6.00</b> per hour	<b>\$6.65</b> per hour
After <b>500</b> hours worked	<b>\$6.65</b> per hour	<b>\$7.30</b> per hour
After <b>1,040</b> hours worked	<b>\$7.25</b> per hour	<b>\$7.90</b> per hour
After <b>2,000</b> hours worked	<b>\$7.60</b> per hour	<b>\$8.25</b> per hour

**(iii)** The parties agree to meeting during the period April **15th** to June **15th, 1991** to determine the hourly rates to be paid during the period June **16th, 1991** to December **31st, 1991**. In the event that agreement is not reached the parties agree to jointly apply to the Ontario Labour Relations Board for the early termination of this agreement in order that the facilities of the Conciliation and Mediation Branch of the Ontario Ministry of Labour will be available to assist in resolving the matter.

**Retroactivity** - from July **1st, 1989** for all hours worked

to employees in the employ of the Company payable on the date of ratification.

**(e) TERMINATION**

This Appendix shall remain in force from the **15th** day of June, **1989** until the **31st** day of December, **1991** and shall continue in force and effect from year to year thereafter unless in any year **not** more than sixty days and not less than thirty days before the date of its termination either party shall furnish the other with notice of termination of, or proposed revision of, this Appendix.

IN WITNESS WHEREOF the parties of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written.

THE TEXTILE RENTAL INSTITUTE OF ONTARIO, by and *on* behalf of Booth Avenue Hospital Laundry Inc. Centennial Hospital Linen Services, London Hospital Line Service

TEXTILE PROCESSORS, SERVICE TRADES HEALTH CARE, PROFESSIONAL AND TECHNICAL EMPLOYEES, INTERNATIONAL, LOCAL **351**

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**Letter** to be furnished to Union **by** each Employer as **follows:**

Textile Processors, Service Trades,  
Health Care, Professional and  
**Technical Employees** International  
Union, **Local 351**  
34 Madison Avenue  
Toronto, Ontario, **M5R 3N6**

Attention: Mr. **T. Corrigan**

Dear Sir:

**Re: Part-Time Collective Agreement**

In addition to the matters contained in the collective agreement we confirm the following understandings:

1. Employees covered by this agreement who wish to work full *time* during the school summer vacation period shall be given preference over summer student replacements. All hours worked by **part-time** bargaining unit employees shall be credited to the employee for the purposes of Article **12** Section **12.01(a)**.
2. A wash-up period of five **(5)** minutes will be allowed to "soil sorting" employees at the start of each break period and at the end of each shift.
3. Employees will not be docked pay for lateness up to five **(5)** minutes at the start of his/her shift. Employees remain subject to discipline for repeated lateness and chronic abuse of grace period may result in its discontinuance.
4. Each Employer will provide a seniority list on January **1st** and June **1st** in each year of the Agreement.

5. Waterproof boots to be provided by each Employer where needed.
6. If an employee completes his shift, leaves the premises and is recalled, the employee will receive a minimum of four (4) hours pay for four (4) hours worked.
7. Each Employer agrees to post **fulltime** openings.

Yours truly,

