

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN LINEN AND UNIFORM SERVICE CO.

-AND-

UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 206

RECEIVED
MAR 02 2005

January 1, 2004 to December 31, 2006

11530/02)

TABLE OF CONTENTS

Subject	Page
Article 1 Purpose	3
Article 2 Union Recognition	3
Article 3 Union Security	4
Article 4 Management Rights	4
Article 5 Grievance Procedure	5
Article 6 Arbitration	6
Article 7 Management - Union Grievances	6
Article 8 Discharge	7
Article 9 Representation	7
Article 10 No Strikes - No Lockouts.....	8
Article 11 Rest Periods	8
Article 12 Statutory Holidays.....	9
Article 13 Wages	10
Article 14 Hours of Work and Overtime	11
Article 15 Vacations with Pay	13
Article 16 Seniority.....	14
Article 17 General	16
Article 18 Bereavement Leave	19
Article 19 Health and Welfare	19
Article 20 Pensions	21
Article 21 Termination	21
Letter re: Welfare Contributions	23
Letter re: Supervisors Performing Bargaining Unit Work	24
Letter of Understanding- Art. 14.03(a) and 15.05	25

ARTICLE 1 - PURPOSE

- 1.01 It is the desire of the abovementioned 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 2 - UNION

- 2.01 The Employer recognizes ~~the~~ Union as the sole **collective** bargaining ~~agency~~ for all employees ~~of~~ its **Company** covered by this Agreement at Metropolitan Toronto, Hamilton and **Oakville**, Ontario save and except supervisors, persons above the rank of supervisor, ~~office~~ and sales ~~staff~~, drivers, students employed for ~~the~~ **school** vacation period, and persons **regularly employed** for not ~~more~~ than **twenty** hours per week.
- 2.02 The Employer agrees that it will not **contract out** work normally performed by members of ~~the~~ bargaining unit if it directly results in
- (a) a layoff of employees in the bargaining unit, or
 - (b) a **reduction** of regularly scheduled hours of work in the bargaining unit.
- 2.03 Should a plant that is covered by this agreement be permanently **closed** and replaced by a **new** plant **within** one hundred kilometres (100 km) of the closed plant, this Collective agreement shall apply to the **new** plant.
- 2.04 Supervisors ~~not~~ included in the bargaining unit shall not perform work normally assigned to employees in the bargaining unit except in ~~the~~ following **circumstances**:
- (a) **instruction** or training;
 - (b) evaluation or experimentation;
 - (c) **circumstances** beyond the Employer's control including customers special requests; ~~or~~
 - (d) when bargaining unit employees are not readily available.

ARTICLE 3 - UNION SECURITY

- 3.01 Employees covered by this Agreement are required to acquire and maintain membership in the Union upon commencement of employment as a condition of continued employment.
- 3.02 During the lifetime of this Agreement, the Employer shall take from the pay of all employees covered by this agreement on the first payday 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 as uniformly assessed by the Local Union Constitution and By-laws deducted from the first pay due to the employee.
- 3.03 The 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 the Employer, save as may be expressly permitted by this Agreement or otherwise with the consent of the Employer.
- 3.05 The monthly remittance shall be accompanied by the name and Social Insurance Number of each employee for whom pay deductions have been made and the total amount deducted for the month. The statement shall also show the total gross earnings and the hours worked. The Employer agrees to provide the said information by way of hard copy and by electronic mail.
- 3.06 The Employer agrees to provide the Union a list of the names of the employees, with each employee's address, including postal code, and telephone number. Each employee shall keep the Employer advised at all times of his current address, including postal code and telephone number. The Employer shall provide the Union with a copy of the list every six (6) months. The Employer agrees to provide the said information by way of hard copy and by electronic mail.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the right of the Employer to hire, promote, demote, transfer, classify and suspend employees, and also the right of the

Employer 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 the Employer 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 the Employer at any time, ~~the~~ right to use improved methods, machinery and equipment, and **jurisdiction** over all operations, buildings, machinery, tools and **employees** at its plants pursuant to **Article 2.01** are solely and **exclusively** the responsibility of the Employer. 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. The Employer **agrees that these** rights and functions will be exercised in a manner **consistent** with the provisions of this Collective Agreement.

ARTICLE 5 - GRIEVANCE _____

- 5.01 The parties to this Agreement agree 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 (5) 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 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 four (4) full working days, the grievance may be presented as follows at any time within **two** (2) full working days thereafter.

STEP 2

The aggrieved employee may with or without the Union representative, present his grievance which shall be reduced to writing on a form supplied by the Union and approved by the Employer, to the official of the Employer named by ~~such~~ Employer to handle grievances at this Step. Should no settlement satisfactory to the employee be reached within five (5) full working days, the next step in the grievance procedure may be taken at any time within (5) full working days thereafter.

STEP 3

The Union, if it considers it a valid grievance, may submit the grievance to the Employer 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 (10) days from this meeting and if the grievance is ~~one~~ which concerns ~~the~~ interpretation or alleged violation of this Agreement, the grievance may be submitted to arbitration as provided in Section 48 of the *Ontario Labour Relations Act* at any time within fourteen (14) days ~~thereafter~~ but not later.

ARTICLE 6 - 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 5 above, and ~~which~~ has not been settled, will be referred to arbitration as provided for the resolution of such disputes under the provisions of Section 48 of the *Ontario Labour Relations Act*.
- 6.02 The arbitrator 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, or to give any decision inconsistent with the terms and provisions of this Agreement.

ARTICLE 7 - MANAGEMENT - UNION GRIEVANCES

- 7.01 It is understood that the Employer 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 Employer 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 (10) days after the circumstances giving rise to such policy grievance occurred.

ARTICLE 8 - DISCHARGE

- 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. Probationary employees may be terminated at the reasonable discretion of the Employer.
- 8.02 All **such cases** shall be taken up within three (3) days and disposed of within seven (7) 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 (3) days ~~after~~ the employee ceases to work for the Employer.
- 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.
- 8.04 If there is a meeting at which an employee is to receive a written warning, be suspended ~~or~~ dismissed, the shop steward will be present and if not available, a member of the bargaining unit of the employee's choosing may be present. Failure to have the steward ~~or~~ member present will not render the discipline void.

ARTICLE 9 - REPRESENTATION

- 9.01 The business representative of the Union must make arrangements with ~~the~~ Manager of the Employer ~~or~~ his **designated** representative to visit the plant of the Employer; permission shall not be unreasonably withheld.
- 9.02 All members of Union Committees and all stewards must have one (1) year or more service with the Employer to serve in such capacity, provided that if

no such employee is willing to accept appointment the Union may appoint an employee to temporarily fill the position.

9.03 Union notices shall be posted provided they have the ~~Manager's~~ prior written approval.

9.04 The **Employer** agrees that the Union through the steward may interview ~~each~~ new employee during the first thirty (30) days of employment for ~~the~~ purpose of acquainting the new employee with the Collective Agreement. Each interview shall not ~~exceed~~ fifteen (15) minutes and shall be without loss of pay, provided ~~the~~ steward who has his ~~or~~ her regular duties to ~~perform~~, first obtains permission from his ~~or~~ her supervisor, ~~or~~ designate, before leaving his ~~or~~ her work.

ARTICLE 10 - NO ~~STRIKE~~ - NO ~~LOCKOUT~~

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 the Employer agrees that there will be no lockout.

10.02 The Employer 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 the Employer either directly or indirectly in any dispute which may arise between any other **employer** and the employees of ~~such~~ other employer.

ARTICLE 11 - REST PERIODS

11.01 There shall be a ten (10) minute rest period in the forenoon and a ten (10) minute rest period in the afternoon for all employees at times to be designated by the Employer.

ARTICLE 12 - STATUTORY HOLIDAYS

12.01 Where any of the following statutory holidays;

Half day before New Year's Day,
New Year's Day
~~Good~~ Friday
Victoria Day
Canada Day
Civic Holiday
~~Labour~~ Day
Thanksgiving Day
Half day before Christmas Day
Christmas Day
Boxing Day

falls on what would otherwise be a working day or where any of the said statutory holidays fall 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 ninety (90) calendar days or more continuous service with the Employer shall 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, an exception to these rules shall be made for absence due to hospitalization provided the employee has performed work for the Employer within the five (5) working days preceding the holiday or the five (5) working days following the holiday.
- (b) If an employee works on one of the above names 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 or an extra day's pay at the option of the Employer.

- (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, subject to the conditions outlined herein.

ARTICLE 13 - WAGES

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

- (a) Effective January 1st, 2004, the wages in ~~effect on~~ December 31st, 2003, shall be increased by ~~one~~ and one-half percent (1.5%) per hour ~~based~~ on the minimum wage rates ~~as~~ outlined below. There shall be a payment for retroactivity for wages only for all hours worked for employees employed at July 17, 2000.
- (b) Effective January 1st 2005, ~~the~~ wages in effect ~~on~~ December 31st, 2004, shall be **increased** by two and one-half percent (2.5%) per hour based on the minimum wage rates as outlined below.
- (c) Effective January 1st 2006, the wages in effect on December 31st, 2005, shall be **increased** by ~~two~~ and one-half percent (2.5%) per hour based on the minimum wage rates as outlined below.

13.02 The following minimum wage **rates and** maximum **increase** in wage rates shall apply after the **probationary** period and shall be in effect from and ~~after~~ the dates indicated.

Effective January 1, 2004

	<u>General Help</u>	<u>Classified Help</u>	<u>Maintenance</u>
<u>start</u>	<u>9.43</u>	<u>11.99</u>	<u>14.85</u>
<u>After 3 months</u>	<u>10.00</u>	<u>12.57</u>	<u>15.43</u>
<u>After 6 months</u>	<u>10.57</u>	<u>13.15</u>	<u>16.00</u>
<u>After 9 months</u>	<u>11.13</u>	<u>13.70</u>	<u>16.57</u>
<u>After 12 months</u>	<u>12.19</u>	<u>14.83</u>	<u>17.91</u>

Effective January 1, 2005

	<u>General Help</u>	<u>Classified Help</u>	<u>Maintenance</u>
<u>Start</u>	<u>9.67</u>	<u>12.29</u>	<u>15.22</u>
<u>After 3 months</u>	<u>10.25</u>	<u>12.88</u>	<u>15.82</u>
<u>After 6 months</u>	<u>10.83</u>	<u>13.48</u>	<u>16.40</u>
<u>After 9 months</u>	<u>11.41</u>	<u>14.04</u>	<u>16.98</u>
<u>After 12 months</u>	<u>12.49</u>	<u>15.20</u>	<u>18.36</u>

Effective January 1, 2006

	<u>General Help</u>	<u>Classified Help</u>	<u>Maintenance</u>
<u>Start</u>	<u>9.91</u>	<u>12.60</u>	<u>15.60</u>
<u>After 3 months</u>	<u>10.51</u>	<u>13.20</u>	<u>16.22</u>
<u>After 6 months</u>	<u>11.10</u>	<u>13.82</u>	<u>16.81</u>
<u>After 9 months</u>	<u>11.69</u>	<u>14.39</u>	<u>17.40</u>
<u>After 12 months</u>	<u>12.80</u>	<u>15.58</u>	<u>18.82</u>

ARTICLE 14 - 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 (1 1/2) the employee's basic hourly rate shall be paid for all work performed in excess of eight (8) hours per day.
- 14.03 (a) Overtime in a department shall be offered on the basis of departmental seniority.
- (b) Overtime at the rate of time and one-half (1/2) an employee's basic hourly rate shall be paid for all work performed on Saturday and overtime at double (2 x) the employee's basic hourly rate shall be paid for all work performed on Sunday, save and except where Saturday and/or Sunday are worked as part of an employee's regularly scheduled work week in which case overtime at the rate of time and one-half (1/2) the employee's basic hourly rate shall be paid for all work performed on such employee's sixth (6th) consecutive day of work and double (2x) the employee's basic hourly rate shall be paid for all work performed on such employee's seventh (7th) consecutive day of work.
- 14.04 Employees are expected to work overtime as and when required 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 valid and reasonable excuse. The Employer will endeavour to tell an employee of the need to work overtime by noon of the day for which the overtime is required, where reasonably practicable. Failure of the Employer to provide such notice will not void the requirement to work overtime according to this Article.
- 14.05 A Joint Committee of equal representation from the Union and the Employer will be established to study alleged abuses of the use of students and/or part-time employees.
- 14.06 The Company agrees to give forty-eight (48) hours' notice in advance of any regular change in the start time of a shift. It is agreed requirement does not apply to circumstances beyond the Company's control including customer's special requests.
- 14.07 Reporting Pay
- If an employee reports for work as scheduled and no work is available, such employee will be entitled to a minimum of four (4) hours' pay at the employee's regular rate provided that the employee has not been previously notified by the Employer to not report for work, either orally or by message left at the employee's residence. If requested, an employee shall perform a minimum of four (4) hours of such available work as the Employer may assign. The

foregoing shall be waived and not binding upon the Employer in case of any labour dispute or matter beyond the control of the Employer nor shall it apply to employees returning to work without notice after absence.

ARTICLE 15 - VACATIONS WITH PAY

- 15.01 All employees who have been steadily employed by the Employer for a period of twelve (12) months prior to July 1st in any year shall be entitled to ~~two (2) weeks=~~ vacation with pay at a time convenient to the Employer and shall receive as vacation pay an amount equivalent to four percent (4%) of such ~~employee's~~ earnings during the twelve (12) months immediately preceding July 1 in that year.
- 15.02 All employees who have been steadily employed by the Employer for a period of five (5) years ~~or more~~ prior to July 1 in any year, shall receive ~~three (3) weeks=~~ vacation with pay at a time ~~or times~~ convenient to the Employer, and shall receive as vacation pay six percent (6%) of the earnings of such employee during the twelve (12) months immediately preceding the 1st of July in such year. An employee entitled to ~~two (2) weeks=~~ vacation shall have the option of taking the ~~two (2) weeks~~ consecutively in the available vacation periods based on seniority.
- 15.03 All employees who have been steadily employed by the Employer for a period of fourteen ~~(4)~~ years ~~or more~~ prior to July 1 in any year, shall receive four (4) weeks= vacation with pay at a time or times convenient to the Employer, and shall receive as vacation pay eight percent (8%) ~~of the~~ earnings of such employee during the twelve (12) months immediately preceding the 1st of July in each year.
- 15.04 All employees who have been steadily employed by the Employer for a period ~~of~~ twenty-five (25) years or more prior to July 1, in any year, shall receive (5) weeks= vacation with pay at a time or times convenient to ~~the~~ Employer, and shall receive as vacation pay ten percent (10%) of the earnings of such employee during the twelve (12) months immediately preceding the 1st of July in each year.
- 15.05 ~~The~~ periods at which an employee shall have vacation in each department shall be based on the selection of the employee in the department according to departmental seniority. The number of employees entitled to vacation in any period in any department shall be ~~determined~~ by the Employer at its ~~sole~~ discretion. The Employer agrees that ~~such~~ discretion shall not ~~be~~ unreasonably exercised.

- 15.06 The Employer shall post available vacation periods by March 1st of each year. Employees will indicate their preference by March 30th and the Employer will post the vacation schedule by April 15th of each year. Subject to 15.05, employees who fail to provide their preference by March 30th will be entitled to any available open vacation periods on a first come basis.
- 15.07 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.
- 15.08 The Employer will pay an employee his vacation pay for the period of which the vacation is to be taken on the pay day immediately prior to the employee's vacation, provided the employee so requests in writing at least two (2) weeks prior to the said pay day.

ARTICLE 16 - SENIORITY.

- 16.01 Provided that in the judgment of the 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.
- 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.
- 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 the Employer, which judgment shall not be exercised in an arbitrary or unfairly discriminatory manner, of equal skill, competence, efficiency and ability.
- If a senior employee's hours are reduced, the most junior employee will be displaced providing the remaining employees can competently, ably and efficiently do the remaining work. Employees cannot bump up or be changed from general to classified as a result. Notwithstanding the foregoing, a senior employee whose hours are reduced may accept the reduction in hours.
- 16.04 An employee will be considered temporary for the first ninety (90) calendar days and will have no seniority rights during that period. After ninety (90)

calendar days' service, his seniority shall date back to the day on which his employment began.

- 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 the employer's payroll, provided such employee returns to work when notified, and subject to the conditions of Sections 16.06 and 16.07 below.
- 16.06** Any employee who has been off the payroll for a continuous period of twelve (12) months or more will lose any previously acquired seniority and will be rehired only as a new employee provided such loss does not violate the Human Rights Code.
- 16.07** Any employee who has been laid off, but who still retains his seniority, and who is notified to return to work, will lose his seniority unless he notifies the Employer within five (5) 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 (7) days after the date of communication of such notice by courier.
- 16.08** An employee shall lose his seniority standing, if he voluntarily quits his employment with the Employer, if he is discharged for cause and is not reinstated pursuant to the provisions of Article 8; 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 fully recovered from the sickness which caused his absence. When a certificate is required under this section, the Employer agrees to pay the fee of the medical practitioner issuing the certificate not to exceed the maximum allowable under the Ontario Medical Association fee schedule. The Employer agrees that it will not act unreasonably when it requests a medical certificate for a person absent less than three (3) working days.
- 16.10** Seniority as referred to in this agreement shall mean length of continuous service in the employ of the Employer and shall be on a departmental basis.

- 16.11 Seniority lists will be revised each six (6) months, a copy of the lists will be posted on April 1 and October 1 in the plant and a copy given to the Union and unless objected to within seven (7) days, shall be deemed to be conclusive.
- 16.12 An employee who is promoted to a supervisory or confidential position beyond the scope of this agreement for a period which exceeds three (3) months, shall lose his or her seniority.
- 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 seven (7) working days. Employees shall have four (4) 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. Vacancies occurring on the day shift shall be posted on the night shift. An employee who accepts a job posting may not apply for any new job posting for twelve (12) months.

ARTICLE 17 - GENERAL

- 17.01 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, the Employer will not reduce such benefits to such employee through the signing of this Agreement.
- 17.02 Employees may be granted a leave of absence for personal reasons without pay and without loss of seniority for periods of up to three (3) 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. An employee on leave of absence with the Employer's permission will be permitted to return to his own job upon return to work.
- 17.03 Union Leave – The Employer will consider granting a leave of absence without pay to a Union member who has been elected or appointed by the Union to attend a Union educational session, provided:
- (i) the request for the leave of absence is made in writing and delivered to management within a reasonable time prior to the proposed commencement of the requested leave; and

(ii) not more than two (2) employees will be entitled to such leave during the same period and there shall be a maximum of five (5) days per calendar year granted;

(iii) the leave will not unduly interfere with the Company's operations.

Approval of such leave shall not be unreasonably denied. The Company will respond to such requests within a reasonable period following the written request.

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

The Employer shall:

(i) contribute the sum of *one* hundred dollars (**\$100.00**) per pair of safety shoes **once** per year, **upon** receipt of voucher, **OR**

(ii) provide safety shoes once per year,

to employees who are required by their Employer to wear safety **shoes**.

17.06 There will be a five (5) minute **wash-up** period at the end of shift for soil handlers, maintenance employees and any employee presently granted ~~the~~ **wash-up period**.

17.07 It is agreed that tow **motor** operators and wash line will be considered classified **employees**.

17.08 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.

17.09 Employees will be given **forty-eight** (48) hours' notice of a planned **layoff** for lack of work.

17.10 All employees shall be entitled to maternity leave or parental leave as provided by the Employment Standards **Act** in effect at the time.

17.11 On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated for the **purpose** of discussion

of issues, other than those subject to Grievance Procedure and Arbitration, of common interest to the parties and relating to the employees in the work place. The party requesting the meeting shall submit an agenda to the other at least seven (7) working days prior to the suggested date for the meeting. The time and place of the meeting shall be mutually agreed upon.

17.12 If an employee is injured after he or she has commenced work and is thereby incapacitated from carrying out his or her duties and requires transportation, Management shall arrange and pay for the cost of transporting the employee to and from the hospital, if any. The Employer will pay the employee for any hours he or she missed from the duration of his or her regularly scheduled shift because of the injury if the employee is unable to complete his or her regular shift.

17.13 An employee who is temporarily assigned by the Company to meet the Company's convenience to fill a vacancy for which the regular rate is less than the rate the employee is receiving, shall retain his/her regular rate for the balance of the assignment. If such assignment is to a job with a higher rate, the employee shall receive the higher rate of pay beginning with the start of the next shift for the balance of the assignment, or earlier according to past practice.

17.14 The Company agrees to remove a written reprimand from an employee's personnel file after twenty-four (24) months provided the employee is discipline free during the twenty-four (24) month period.

17.15 Upon written request, an employee shall be granted access to his personnel file in the presence of a representative of the Employer at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

17.16 Court Duty

Any employee who is required to serve as a juror in a court of law, or is required by subpoena from the Crown or the Employer to attend as a witness, shall be paid the difference between the amount paid for such service and his normal pay computed at his normal hourly rate for hours lost from work up to forty (40) hours in a week subject to the following provisions;

- (a) notifies the Employer immediately on the employee's notification of selection for jury duty or notice of the subpoena; and
- (b) presents proof of service requiring the employee's attendance.

17.17 Joint Health and Safety Committee

- (i) There shall be a Joint Health and Safety Committee.
- (ii) The provisions of the Occupational Health and **Safety** Act shall provide the standards for workplace safety and for the Committee's operations.
- (iii) The Committee shall meet ~~once~~ every three (3) months or more often as may mutually be agreed.

ARTICLE 18 - 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 (3) ~~consecutive~~ 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 as per the Family Law Act, child, ~~brother or~~ sister, parent or parent-in-law of the employee. In the event of the death of a grandparent of an employee, the employee will be granted a leave of absence with pay up to a maximum of one (1) day 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 19 - HEALTH & WELFARE

19.01 Effective August 1, 2003, in addition to the wages regularly to be paid by the Employer to the employees as provided in this Agreement, the Employer shall contribute to the Ontario UFCW Health and Welfare Plan, a sum equal to one hundred and forty dollars (\$140.00*) per month, plus the retail sales tax as noted in clause 19.08 below 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.

- Effective January 1, 2005, the contribution shall be increased to one hundred and forty-two dollars (\$142.00) per month

- Effective January 1, 2006, the contribution shall be increased to one hundred and forty-four (\$144.00) per month
- 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 are to be made by the Employer to the Ontario **UFCW** Health and Welfare Plan by the tenth (10th) day of each month. The Employer will complete **forms** to be furnished by the Ontario **UFCW** Health and Welfare Plan for reporting of "Welfare Contributions" to be forwarded to the Ontario **UFCW** Health and Welfare Plan.
- 19.04 All ~~such m i e s~~ due to the Ontario **UFCW** Health and Welfare Plan ~~from the~~ Employer herein under the provisions of this Agreement shall be **segregated** each week by the Employer until **monthly** remittance is made to the Ontario **UFCW** Health and Welfare Plan.
- 19.05 In the event an Employer fails to remit any contributions or deductions in the Health and Welfare Plan, Pension Plan or Union Dues, the Employer shall be required to pay to the appropriate plan or dues as liquidated damages and not as a penalty ~~an~~ amount equal to two percent (2%) per month compounded monthly for any delinquent contributions, ~~deductions~~ or dues fifteen (15) days in arrears calculated from the date due, provided the Employer has received five (5) days prior written notice to ~~correct~~ such delinquencies and has not done ~~so~~.
- 19.06 Where the Union has taken prior proceedings and obtained a decision against an Employer for delinquent contributions ~~or~~ dues, the Union may require such Employer to post a cash bond or a certified cheque an amount calculated to be ~~twice~~ the average monthly total payments by the Employer to the Union in the preceding twelve (12) months. In the event such Employer again becomes delinquent for ~~such~~ contributions or dues the Union ~~and/or~~ the plan may apply the cash bond or certified cheque or any portion thereof, to satisfaction of the delinquency ~~and~~ require the Employer to replenish the cash bond or certified cheque.
- 19.07 ~~If the~~ hours of a regular employee are reduced to below twenty (20) hours per week through ~~no~~ fault of the part of the employee, the Employer shall continue to pay the health and welfare contribution for a period of three (3) months following the month in which the decrease in hours takes place.

19.08 The Employer agrees to pay the retail sales tax on Employer contributions to the Ontario UFCW Health and Welfare Plan which is required by legislation and the Employer agrees that it will make the retroactive payment required by legislation within six (6) months, unless required to do so earlier by the Government.

ARTICLE 20 - PENSIONS

20.01 Effective August 1st, 2003, each of the Employers bound by this Agreement agree to contribute the sum of fifty-five cents (55¢ *) per hour worked (to a maximum of twenty-two dollars (\$22.00) per week) into a pension fund established by the Union and known as the Ontario UFCW Pension Plan Trust Fund. The Plan is administered by Benefit Plan Administrators Limited, 135 Queens Plate Drive, Suite 200, Etobicoke ON M9W 6V1.

*

Effective January 1, 2005, the contribution shall be increased to sixty cents (60¢) per hour worked to a maximum of twenty-four dollars (\$24.00) per week.

Effective January 1, 2006, the contribution shall be increased to sixty-five cents (65¢) per hour worked to a maximum of twenty-six dollars (\$26.00) per week.

ARTICLE 21 - TERMINATION

21.01 This Agreement shall remain in force until the 31st day of December, 2006, and shall continue in force and effect from year to year thereafter unless in any year not more than sixty (60) days and not less than thirty (30) 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 party 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.

Dated this 12 day of December, 2004

**CANADIAN LINEN AND UNIFORM
SERVICE CO.**

B. Kuychak

**UNITED FOOD & COMMERCIAL
WORKERS, Local 206**

John Hurley
J.H.

July 17, 2000

Mr. John Hurley, President
United Food and Commercial
Workers Union, Local 206
#24 - 6645 Kitimat Road
Mississauga, ON L5N 6J3

Dear Sir:

This letter will serve to confirm that it is the policy of the Employer 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 five (5) months while the employee is receiving sick benefits under your welfare plan.

Yours sincerely,

CANADIAN LINEN AND UNIFORM SERVICE CO.

A handwritten signature in cursive script, appearing to read "B. Hupshak", is written over a solid horizontal line.


July 17, 2000

Mr. John Hurley, President
United Food and Commercial
Workers Union, Local 206
#24 - 6645 Kitimat Road
Mississauga, ON L5N 6J3

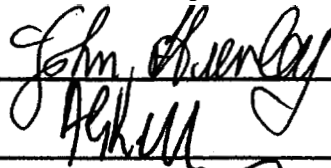
Dear Sir:

This confirms our agreement that *the* administration of new Article as to supervisors performing work of the bargaining unit shall not interfere with the efficiency of the Employer's operations, nor service to customers, and apply only if the supervisor is performing the work on a regular ongoing basis.

CANADIAN LINEN AND UNIFORM
SERVICE CO.



UNITED FOOD & COMMERCIAL
WORKERS, Local 206



LETTER OF UNDERSTANDING

Between:

Canadian Linen and Uniform Service Co.

- and -

United Food & Commercial Workers, Local 206

RE: Articles 14.03(a) and 15.05

Nothing in Articles 14.03(a) or 15.05 interferes with the right of the Employer to reorganize a department(s), create a new department(s) or eliminate an existing department(s).

DEPARTMENTS WITHIN 7 ANTS:

Dept 11	Counting In
Dept 21	Wash Floor
Dept 41	Fiat Ironing and Dry Fold
Dept 51	Press Ironing
Dept 61	Bundling
Dept 71	Mending
Dept 101	Linen Make Up and Replacement (Stockroom)
Dept 181	Engineering, Maintenance

Dated at Toronto, Ontario this 12 day of December, 2004

**CANADIAN LINEN AND UNIFORM.
SERVICE CO.**

B. Kupchuk

**UNITED FOOD & COMMERCIAL
WORKERS, Local 206**

John Hurley
AKM

