

**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**UNIFIRST CANADA LTD.**  
**AND**  
**TEAMSTERS LOCAL UNION No. 213**



**June 1<sup>st</sup>, 2022 to May 31<sup>st</sup>, 2025**

**TONY SANTAVENERE**  
**Secretary-Treasurer**

## UNIFIRST CANADA LTD

## TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	1
ARTICLE 1 - PERFORMANCE OF DUTY	1
ARTICLE 2 - GENDER	1
ARTICLE 3 - BARGAINING AGENCY AND DEFINITION	2
ARTICLE 4 - DURATION OF AGREEMENT	3
ARTICLE 5 - TRANSFER OF TITLE OR INTEREST	3
ARTICLE 6 - NO STRIKES - NO LOCKOUTS	3
ARTICLE 7 - CONFLICTING AGREEMENT	3
ARTICLE 8 - MANAGEMENT RIGHTS	4
ARTICLE 9 - UNION SECURITY	4
ARTICLE 10 - CHECK OFF - DEDUCTION OF DUES	4
ARTICLE 11 - UNION ACTIVITIES	5
ARTICLE 12 - SHOP STEWARDS	5
ARTICLE 13 - PROTECTION OF RIGHTS	6
ARTICLE 14 - LEAVE OF ABSENCE	6
ARTICLE 15 - COMPENSATION COVERAGE	7
ARTICLE 16 - GRIEVANCE PROCEDURE, ARBITRATION	7
ARTICLE 17 - JOB POSTING AND ROUTE OPENINGS	10
ARTICLE 18 - TECHNOLOGICAL CHANGE AND RETRAINING	11
ARTICLE 19 - NOTICE, SEVERANCE AND SEPARATION OF EMPLOYMENT	11
ARTICLE 20 - OFFICIAL PAY DAY, PAY STATEMENTS & PAY ERRORS	12
ARTICLE 21 - VACATION ENTITLEMENT	12
ARTICLE 22 - GENERAL HOLIDAYS	14
ARTICLE 23 - SICK LEAVE AND PAY	15
ARTICLE 24 - SENIORITY	15
ARTICLE 25 - DAYS AND HOURS OF WORK AND OVERTIME	16
ARTICLE 26 - REST PERIODS AND MEAL BREAKS	18
ARTICLE 27 - SAVINGS CLAUSE	19
ARTICLE 28 - SAFETY AND HEALTH	19
ARTICLE 29 - MEDICAL EXAMINATIONS	21
ARTICLE 30 - QUALITY AND PERFORMANCE STANDARDS	22
ARTICLE 31 - HEALTH AND WELFARE PLAN	22
ARTICLE 32 - TRANSPORTATION, TRUCK MAINTENANCE AND SAFETY	23
ARTICLE 33 - LOSS AND DAMAGE	24
ARTICLE 34 - GENERAL PROVISIONS	24
ARTICLE 35 - CLASSIFICATIONS AND WAGE RATES, ETC.	25
ARTICLE 36 - ROUTE SALESPERSONS RESPONSIBILITIES, COMMISSIONS AND GUARANTEES	26
ARTICLE 37 - BANKED OVERTIME	29
ARTICLE 38 - EMPLOYEE RRSP	30
ARTICLE 39 - LONG HAUL DRIVER RESPONSIBILITES, HOURS OF WORK AND OVERTIME	31

SIGNATORY PAGE	31
APPENDIX "A"	32
LETTER OF UNDERSTANDING NO. 1 – Level II and III Grandfathered Employees	33
LETTER OF UNDERSTANDING NO. 2 – Health & Welfare Benefits Package	35

THIS AGREEMENT entered into this 1st day of June, 2022.

**BETWEEN:**            **UNIFIRST CANADA LTD.,**  
9189 196A Street,  
in the City of Langley, Province of  
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

## **PREAMBLE**

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, to clearly define the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling any differences which may arise from time to time and to promote the mutual interests of the Company and its employees; to promote and maintain such conditions of employment and in recognition whereof the Parties hereto covenant and agree as follows:

## **ARTICLE 1 - PERFORMANCE OF DUTY**

1.01 Each employee, while on duty, shall devote the whole of their time, attention and energies to the performance of their duties, and shall not during the term of their employment at any time, alone, in partnership, or in association, be connected with or concerned in any other business competitive with the Company's business and as a result directly or indirectly infringe on the well being of the Company unless written authorization is first obtained from the Company. If the Company is of the opinion that an employee is in violation of this Article, the matter will be discussed between the Union, the employee and the Company before any other action will be taken.

## **ARTICLE 2 - GENDER**

2.01 The masculine gender, where appearing in this Agreement, shall be deemed to include feminine gender.

### ARTICLE 3 - BARGAINING AGENCY AND DEFINITION

- 3.01 The Company recognizes the Union as the sole collective bargaining agency of all Route Salespersons and Production employees EXCEPT office/administrative, maintenance/engineering, inside/outside sales, supervisors and management personnel employed at 9189 - 196A Street, Langley, B.C., V1M 3B5.
- 3.02 The term employee as used in this Agreement shall apply to any persons performing work in any job which is covered by the Certificate and/or this Agreement.
- 3.03 If the Company institutes a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- 3.04 All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members as prescribed in Article 9.
- 3.05 No work which the production employees perform within the boundaries established by the Certificate shall be subcontracted out in any manner except in an unanticipated emergency as provided in Article 3.11.
- 3.06 No work which the Route Salespersons perform within the boundaries established by the Certificate shall be subcontracted out in any manner except in a justified emergency.
- 3.07 **Full Time Employees** - are those employees who are regularly scheduled five (5) days a week on a continuing basis and are entitled to all rights and entitlements provided by this Agreement.
- 3.08 **Part Time Employees** - are those employees who are regularly scheduled twenty-five (25) hours per week or less and are not entitled to Health and Welfare benefits. Seniority shall commence from the date of hire on a pro-rated basis at the rate of one (1) month for each two (2) months worked.
- If Part Time Employees regularly work thirty-two (32) hours or more per week for thirteen (13) weeks, they shall be deemed Full Time and the Health and Welfare Plan shall commence immediately to the first day of the month following completion of thirteen (13) weeks of Full Time.
- 3.09 **Temporary Employees** - are those employees hired for short specified periods of time as replacement for vacations, sickness and do not accumulate or maintain seniority and are not entitled to Health and Welfare benefits.
- 3.10 Students hired for vacation or after school do not accumulate or maintain seniority and are not entitled to Health and Welfare benefits.
- 3.11 An unanticipated emergency when used in this Agreement shall mean a plant breakdown or shutdown of major proportion, i.e. power failure or boiler failure which prevent the plant from operating.

**ARTICLE 4 - DURATION OF AGREEMENT**

- 4.01 This Agreement shall be in full force and effective from and including June 1<sup>st</sup>, 2022 to and including May 31<sup>st</sup>, 2025 and shall continue in full force and effect thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding any anniversary thereafter, by written notice to the other party, require the other party to commence collective bargaining of a new Collective Agreement.
- 4.02 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 this Agreement or a new Collective Agreement.
- 4.03 The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

**ARTICLE 5 - TRANSFER OF TITLE OR INTEREST**

- 5.01 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.
- 5.02 It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.
- 5.03 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 be advised of the nature of the transaction excluding financial details.
- 5.04 The Company shall not require, as a condition of continued employment, that an employee purchase or assume any proprietary interest or other obligation in the business, or to provide any truck or vehicle to perform their job.

**ARTICLE 6 - NO STRIKES - NO LOCKOUTS**

- 6.01 The Company and the Union agree that there will be no strikes or lockouts during the term of this Agreement.

**ARTICLE 7 - CONFLICTING AGREEMENT**

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

- 7.02 The Company agrees that before effecting any wage rate other than those set out in this Agreement, that they shall first discuss same with the Union Agent. No changes shall apply unless coming under the provisions of Article 17 or 18 of this Agreement.

#### **ARTICLE 8 - MANAGEMENT RIGHTS**

- 8.01 The Union recognizes the Company's exclusive right and power to manage the Company's business, to direct the working forces and to hire, promote as set out in this Agreement, demote for cause, or layoff employees, to assign 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.
- 8.02 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.
- 8.03 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.

#### **ARTICLE 9 - UNION SECURITY**

- 9.01 The Union recognizes the Company's right to hire whoever they choose, subject to the Seniority provisions contained herein. The Company shall, however, give the Union the first opportunity to refer suitable applicants by telephoning the Union at the time the Company will be receiving applicants for employment.
- 9.02 The Company further agrees that it will not knowingly employ in any job coming under this Agreement, any person who is otherwise employed by another Company, such that their total employment exceeds forty (40) hours per week.
- 9.03 The Company agrees, however, that when it does hire new employees who are not referred by the Union, those employees shall fill in the required Union membership cards before commencing work and such cards shall be forwarded to the Union office within forty-eight (48) hours.
- 9.04 All employees as defined in Article 3.01 shall be required to be a member of the Union as a condition of employment.
- 9.05 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, without notice.

#### **ARTICLE 10 - CHECK OFF - DEDUCTION OF DUES**

- 10.01 The Union shall each month mail to the Company a check off 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.

- 10.02 All employees will be required to sign authorization for check off of Union dues, fees, fines or assessments which may be levied by the Union in accordance with its Constitution and/or By-Laws. Such check off shall be irrevocable during the term of this Agreement.
- 10.03 The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines or assessments levied in accordance with the Union's By-Laws, owed by employees hereunder to the 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 check off list.

## **ARTICLE 11 - UNION ACTIVITIES**

- 11.01 The Company shall allow time off work, without pay, to any two (2) employees who are serving as a Union delegate to any conference or function provided all requests for time off are in advance and reasonable and do not interfere with the proper operation of the business. No employee who acts in this capacity shall lose their job or be discriminated against for so acting.
- 11.02 The Company agrees to provide a bulletin board that is readily accessible for official Union notices of direct interest to the employees and there will be no interference by the Company.
- The following items must be posted on the bulletin board: a copy of this Agreement; the most recent seniority list; and minutes of the Safety Committee.
- 11.03 There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of lawful activity in the Union.
- 11.04 **Inspection Privileges** - Any authorized Agent of the Union shall have access to the Company's plant during normal working hours for the purpose of adjusting disputes, investigating working conditions and to determine that the provisions of this Agreement are being followed. Notification shall be given upon arrival to the manager.

## **ARTICLE 12 - SHOP STEWARDS**

- 12.01 There shall be Shop Stewards 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. There shall be no discrimination against the Shop Stewards for lawful Union activities. Employees may not be appointed as a Shop Steward until they have completed their probationary period.
- 12.02 Shop Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- 12.03 The Company will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. There shall be one (1) Shop Steward for the Route Salespersons, one (1) for the plant, and one (1) alternate Shop Steward will be designated by the Union.



- 12.04 Copies of Company bulletins, including layoff notices pertaining to Union members which exceed one (1) week, shall be given to the Shop Stewards in the departments affected at least twenty-four (24) hours prior to such notice being applicable, except dismissal for cause. When an employee is dismissed the appropriate Shop Steward shall be advised of the time of dismissal. A copy of such notices shall be mailed to the Union Office.
- 12.05 The Union will advise the Company of the identity of all Shop Stewards and will also give notice within forty-eight (48) hours of any new appointment or removal thereof.
- 12.06 Shop Stewards shall be allowed to take up grievances at a time convenient to both parties during working hours, without loss of pay.
- 12.07 If the Company lays off or discharges the Shop Steward the Union shall be advised prior to such layoff or discharge, except discharge for just cause.

### **ARTICLE 13 - PROTECTION OF RIGHTS**

- 13.01 The Company shall not require any Union member to cross a legal picket or placard line or to accept any product or goods from any person or employees of any person with whom the Union has a legal picket or placard line around, or to deliver any product or goods to any person or employees of any person with whom any Union has a legal picket or placard line around.
- 13.02 The Union reserves the right to refuse to work with Non-Union workers, except as provided in Articles 3.05 and 3.06.

### **ARTICLE 14 - LEAVE OF ABSENCE**

- 14.01 If an employee requires a leave of absence, they must obtain permission in writing for the same from the Company and the Company will send a copy of same to the Union. However, one (1) leave of absence up to a maximum of one (1) month for vacation purposes or two (2) months for personal problems during any eighteen (18) month period will not be unreasonably withheld.
- 14.02 When an employee suffers an illness or injury which prevents them from reporting to work, they will automatically be granted a leave of absence, without pay, until such time as they can properly return to work, but such absence will not exceed twelve (12) months except by mutual consent of the parties. Where the absence has exceeded twelve (12) months or such longer period as has been mutually consented to by the parties, the Company may separate the employee from employment but, prior to doing so, every reasonable effort will be made by the Company, the Union and the employee to accommodate the employee in suitable employment if it is available. The employee must report the injury or illness to the Company as set out in Article 28.08 and keep the Company advised of their estimated date of return.
- 14.03 During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- 14.04 In any instance where an employee accepts or has other employment while on a leave of absence without the consent of the Company, for any reason, their employment may be terminated, subject to proper proof of same.

- 14.05 Maternal and Parental Leave Provisions of the Employment Standards Act of British Columbia shall apply.
- 14.06 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, children; full pay for three (3) days for: sister, brother, mother and father-in-law, sister and brother-in-law, and stepparents. One (1) day with full pay for grandparents and spouse's grandparents. Conditions for leave of absence shall be attendance, arrangement of funeral or compassionate circumstances.
- 14.07 Time lost by a Full or Part Time Employee due to mandatory 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. If the employee is released prior to the completion of their normal meal break on any day, they will report to work for the balance of their shift to be eligible for their normal day's pay.
- 14.08 Once an employee is released from Jury or Witness Duty, they will be returned to the job classification and pay rate they were 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.

#### **ARTICLE 15 - COMPENSATION COVERAGE**

- 15.01 When an employee is injured at work and goes on Compensation, they shall, when the Compensation Board signifies that the employee may go to work, subject to the time limits established in this Agreement, be returned to the payroll at their previous job and rate of pay for a period of up to thirty (30) days, to see if they are able to do the job they held at the time of injury.
- 15.02 If, after that time, the employee is unable to do the job the employee held at the time of injury, every reasonable effort will be made by the Company, the Union and the employee to accommodate the employee in suitable employment if it is available. If, after the Company makes such reasonable efforts to accommodate the employee in this manner, the employee is not returned to work, then the employee will be separated from employment and the employee will be entitled to severance as per Article 19.
- 15.03 Any Temporary Employees or students hired subject to the Seniority Provision to replace an employee off on Compensation shall not accumulate seniority, subject to the return of the employee on Compensation, and shall be subject to dismissal upon return of the employee they are replacing, unless another opening is available for him.

#### **ARTICLE 16 - GRIEVANCE PROCEDURE, ARBITRATION**

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

16.02 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 party of their rights under the Provincial Labour Statutes of British Columbia.

**The Steps of the Grievance Procedure shall be as follows:**

**STEP I**

In the case of an employee grievance, the employee with or without the Shop Steward shall take their grievance up with the Supervisor.

In the case of a Company grievance, the Supervisor shall take up their grievance with the employee involved who shall have the right to have the Shop Steward or Union present.

**STEP II**

Should a solution not be reached in Step I, then in the case of a Union or an employee grievance, a representative of the Union, accompanied by the employee and/or Shop Steward, if the Union wishes, shall discuss the matter with the General Manager.

In the case of a Company grievance, the General Manager shall discuss the matter with the Business Representative of the Union, and/or the employee involved and the Shop Steward if requested by the employee or the Union.

If no solution is reached, then the grieving party shall submit in writing to the other party within ten (10) days, its contention on the dispute.

In the case of a Company grievance such notice to be sent to:

Teamsters Local Union No. 213  
490 East Broadway  
Vancouver, British Columbia  
V5T 1X3

to the attention of the Business Representative of the Union.

In the case of the Union or an employee's grievance, such notice to be sent to:

UniFirst Canada Ltd.  
5250 Orbitor Drive  
Mississauga, Ontario  
L4W 5G7

to the attention of the Human Resources Representative or a designated official copying the General Manager.

The Parties agree that notice by email is an acceptable alternative to mail.

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 or the Company claims a violation of this Agreement, either party may invoke the Grievance Procedure at Step II as the grieving party on its own behalf and the Union may on behalf of any employee or employees concerned.

### **STEP III**

The party desiring Arbitration shall appoint a member of the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall, within ten (10) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Labour Relations Board to appoint a nominee on behalf of the other party.

### **STEP IV**

The Arbitrators so appointed shall confer to select a third person to be Chairperson and failing for five (5) days from the appointment of the second of them to agree on a person willing to act, either of them may apply to the Labour Relations Board to select a Chairperson.

- 16.03 Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator may be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- 16.04 If the Arbitration Board or Sole Arbitrator finds that an employee has been suspended or discharged without just cause, or improperly laid off, that employee shall be reinstated by the Company without loss of pay, and with all their rights, benefits and privileges which they would have enjoyed if the discharge, suspension or improper layoff had not taken place.
- 16.05 If an Arbitration Board or Sole Arbitrator finds circumstances which in its opinion makes it just and equitable may order less than the full amount of wages.
- 16.06 The Arbitration Board or Sole 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 the Savings Clause, or a dispute under the Health and Welfare Plan, the Arbitration Board or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.
- 16.07 Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairperson.
- 16.08 Any discharged or suspended employee, within three (3) working days of their discharge or suspension, shall be given by the Company, in writing, the reasons for their 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 just cause for the discharge or suspension of an employee, only the reasons so set forth in writing or set forth in writing to the other party prior to Arbitration may be argued before an Arbitration Board or Sole Arbitrator.

- 16.09 The Company agrees that if any grievance proceeds to Arbitration and the Arbitration Board or Sole Arbitrator finds in favour of the Union or any employee, the Company shall pay for all time lost by an employee as a result of such employee being called on to appear as a witness.
- 16.10 If any warning notice is put in the employee's personnel file, a copy of the notice will be given to the employee and a copy will be mailed to the Union within thirty (30) days, otherwise, it shall be null and void. Warning notices shall be removed and deleted from the employee's file after one (1) year. Warning notices for related infractions or which establish a pattern of violations of rules and regulations shall remain on file for two (2) years. Vehicle accident records shall remain in effect for three (3) years as provided in Article 33.03.

## **ARTICLE 17 - JOB POSTING AND ROUTE OPENINGS**

- 17.01 It is understood that employees may apply for lower paid jobs as well as higher paid jobs.
- 17.02 In the event that a job covered by the scope of this Agreement becomes vacant or a job or a new classification is created, the Company shall post a notice on the bulletin board notifying that a vacancy, job or new classification exists, giving the details of the job, rate of pay, etc. Employees desiring such job shall then apply in writing, within forty-eight (48) hours of such posting excluding weekends. Employees away on vacation at such time shall have the privilege of applying when they return.

If the skills, experience and qualifications, are equal, the senior employee applying shall receive the job. If there is a dispute as to whether any employee has the skills, experience and qualifications to perform the job in question, they shall be placed on the job for a minimum of ten (10) working days and up to a maximum of twenty (20) working days to determine whether or not the employee has the skills, experience and qualifications to do the job. If after this time the employee is found unsatisfactory, they shall be returned to their former position without loss of seniority.

- 17.03 Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.
- 17.04 When a new route is established or a permanent route vacancy occurs, the Company shall post a notice on the bulletin board notifying of the route opening, giving details of the territory, hours and estimated earnings.

Any Route Salesperson desiring the open route shall then apply in writing, within forty-eight (48) hours of such posting excluding weekends. Route Salespersons on vacation shall have the privilege of applying when they return.

If the skills, experience, and qualifications in the opinion of the Company and the Union are equal, the senior Route Salesperson applying shall receive the open route.

Any route opening created by the successful bidder, will be filled by the Company without bid. A Route Salesperson new to an open route will not be allowed to bid on another route opening for a period of one (1) year.

17.05 If the Company requires a complete re-routing of its service area for route efficiency or any other reason, the new routes will be established and assigned by the Company to ensure that each Route Salesperson has the largest number of former customers as possible.

## **ARTICLE 18 - TECHNOLOGICAL CHANGE AND RETRAINING**

18.01 In the event the Company introduces or implements any technological change that significantly changes the job requirements and working conditions of the job effected, the Union will be notified and the following is agreed: The Company and the Union will meet to establish wage rates and working conditions, after new rates have been established, normal job posting procedures will take place.

18.02 All Full Time Employees affected, would receive the necessary training and be given every opportunity to be placed in the new job before any new employees are hired.

18.03 In the event the Company and the Union are unable to reach an agreement on the new rates, the matter shall be settled by arbitration.

## **ARTICLE 19 - NOTICE, SEVERANCE AND SEPARATION OF EMPLOYMENT**

19.01 Any Full Time Employees whose employment is terminated by the Company as a result of technological change, closure of the whole or any part of the operation, sale of the Company or any part thereof, any employee who is terminated through no fault of their own, or upon retirement, shall receive severance pay up to a maximum of eight (8) weeks pay at the rate the employee was receiving on the date of termination as provided below:

6 months service or over	-	2 weeks
3 years service or over	-	3 weeks
4 years service or over	-	4 weeks
5 years service or over	-	5 weeks
6 years service or over	-	6 weeks
7 years service or over	-	7 weeks
8 years service or over	-	8 weeks

A list shall be posted showing present weeks entitlement.

19.02 Severance pay is not applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months. If an employee chooses to accept severance pay offered prior to the expiration of six (6) months, they shall forfeit their seniority rights at that time and be removed from the employment of the Company. Employees who accept severance pay due to accident or illness shall forfeit seniority and be removed from the employ of the Company.

19.03 The Company shall allow employees to retire on the earliest date that they are eligible to receive the Canada Pension. Any Full Time Employee retiring as provided will receive severance pay based on the schedule above.

19.04 Part Time and Temporary Employees will receive notice or a combination of notice and pay in accordance with the **Employment Standards Act** of British Columbia.

- 19.05 If an employee is terminated or terminates their own employment, they shall be paid in full for all monies owing to them by the Company by next pay period.
- 19.06 The Company shall make available the E.I. Record and provide instructions on how to obtain it through on-line access 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 from date of termination.

## **ARTICLE 20 - OFFICIAL PAY DAY, PAY STATEMENTS & PAY ERRORS**

- 20.01 Official pay day is every other Friday for all wages earned during the latest period up to and including the previous Saturday. Payroll to be direct deposit.
- 20.02 The Company shall provide every employee, on each pay day, with an itemized statement of all wages paid to the employee that can be clearly understood. This statement shall contain total hours worked, total overtime hours worked, the rate of wages applicable and all other deductions made from the gross wages.
- 20.03 If there is a payroll error which results in a shortage of more than fifteen percent (15%) of the employee's normal net wages, this shortage shall be corrected within three (3) working days from the date the payroll official is notified. Shortages less than fifteen percent (15%) of the employee's normal net wages, or overpayments will be paid or deducted on the next scheduled payroll.

## **ARTICLE 21 - VACATION ENTITLEMENT**

- 21.01 The Company shall post each year by January 15<sup>th</sup>, separate vacation lists of all Route Salespersons, and Production workers.
- 21.02 Employees may select in order of seniority by group their vacation entitlement. Any employee not having posted their request by February 15<sup>th</sup>, may be assigned by the Company. Any employees wishing to take their vacation entitlement between January 1<sup>st</sup> and February 15<sup>th</sup> may request to do so in accordance with the requirements specified in Article 21. Requests will not be unreasonably withheld.
- 21.03 The Company and the Union shall accept the responsibility of ensuring that employees select their vacations in an orderly manner. Should any employee delay the procedure they shall be advised, in writing, that they will be bypassed if they have not selected their vacation within a specified time. When the bypassed employee does select their vacation they shall only be entitled to select whatever week(s) remain available at that time.
- 21.04 Only two (2) Route Salespersons may be scheduled in each week available, except during a week which contains a holiday during which only one Route Salesperson will be eligible to take vacation (with the exception of the Christmas and New Year holiday "pull ahead/pull behind" schedule during which no Route Salesperson will be eligible to take vacation). Only four (4) employees in the plant may be scheduled in each week available. The Company may limit the number of employees allowed on vacation by work area due to staffing requirements.

Employees shall have the option of breaking up one (1) week of vacation into single days once the vacation schedule has been completed and providing that the total number of employees off at any one time does not exceed what is outlined in section (21.04)

21.05 Once vacation schedules have been set, vacations shall not be altered except by mutual consent of the employee and the Company.

21.06 Once entitled to at least two (2) weeks vacation, every employee shall have the right to take two (2) weeks vacation during the period May 1<sup>st</sup> to September 30<sup>th</sup> each year.

Once all employees have had the chance to apply for the two (2) weeks in this period, then it goes to the top of the seniority list and works its way down for any more available time, again in two (2) week periods.

Employees entitled to more than two (2) weeks vacation who wish to take their vacation in one (1) unbroken period must do so in the period October 1<sup>st</sup> to April 30<sup>th</sup> at a mutually agreed time.

21.07 Vacations must be taken as scheduled and vacation entitlement cannot be carried forward from year to year.

21.08 An Employee's anniversary date of latest hiring shall be used as the date to calculate an employee's vacation entitlement and payment.

21.09 **EFFECTIVE JUNE 1, 2022:**

<b>COMPLETED YEARS OF SERVICE</b>	<b>WEEKS ENTITLEMENT</b>	<b>APPLICABLE PERCENTAGE</b>
1	2	4%
5	3	6%
10	4	8%
20	5	10%

21.10 Vacation pay for Full Time and Part Time Employees shall be calculated on the percentage of the employee's gross annual earnings received from the Company for the year for which vacation is received, in accordance with the percentages set out in paragraph 21.09 above.

21.11 Absence of a Full Time Employee (not Part Time employee) due to any illness, accident and layoff in any combination, not exceeding six (6) months, will be deemed to be time worked solely for the purpose of calculating vacation entitlement.

21.12 If an employee leaves the employ of the Company before taking vacation they had earned, they will receive any vacation pay earned but not yet taken as provided above with their final pay cheque.

21.13 Prior to an employee going on vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation pay was calculated and shall include all wages and/or commissions, and also an explanatory statement showing calculation of vacation pay to be included, and the appropriate vacation pay the employee is entitled to.



- 21.14 Any employee who suffers an illness or injury just prior to the taking of their annual vacation or during same, upon notification in writing to the Company the employee shall have the right to defer their vacation period to a later date. However, the employee waives the right to take their vacation in seniority, and may not "bump" any other employee who has already signed for their vacation dates.
- 21.15 If an employee leaves the employ of the Company before they are entitled to two (2) weeks vacation, they shall receive four percent (4%) of the gross earnings they received while in the employ of the Company.
- 21.16 If an employee leaves the employ of the Company after they had their vacation they earned for the previous year, they shall receive the applicable percentage of their pay for the year in which they end their employment for which no vacation has been paid.

## **ARTICLE 22 - GENERAL HOLIDAYS**

- 22.01 It is agreed that all employees shall be entitled to the following General Holidays with pay, based on their normal hours up to a maximum of eight (8) at their applicable rate, including shift premiums to which they would normally be entitled.

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

- 22.02 Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over to a General Holiday shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked during that shift.
- 22.03 The Company agrees that if during the term of this Agreement, the Provincial Government declares any other day than those listed herein as a paid holiday, the employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.

It is agreed that General Holidays shall take place when specified as Legal Holidays by the Provincial Government.

- 22.04 In order to be eligible for pay for a General Holiday an employee must have worked fifteen (15) of the prior thirty (30) days except for circumstances set out in Articles 22.05 and 22.06.
- 22.05 An Employee shall be paid for a General Holiday, if it falls on their weekly days off, their annual vacation, jury duty, or bereavement leave. The employee shall be given an alternate day off with pay.
- 22.06 Employees who have completed their probationary period and who are laid off within five (5) working days prior to a General Holiday occurring shall be entitled to such General Holiday with pay.

22.07 In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or weekly Indemnity payments under the appropriate Welfare Plan provisions, then the Company shall pay only the difference between the regular earnings of such employee and what they are receiving from the other source for such General Holidays.

If the employee wishes, they may have the Company use such monies that they would be entitled to as set herein, to pay their Union Dues and any other payments required by law or the terms of this Agreement.

22.08 To be eligible for a General Holiday with pay a Temporary Employee must have worked fifteen (15) days in the twenty-two (22) working days surrounding the holidays, meaning before and after the holidays.

### **ARTICLE 23 - SICK LEAVE AND PAY**

23.01 All full time employees, who have completed the probationary period, shall be entitled to five (5) sick days. Sick days may be used as "floater" days and scheduled.

23.02 Sick days may not be accumulated from year to year. Unused sick days to a maximum of five (5) shall be paid out to the employees on or around December 15th of each year.

Employees leaving their employment, prior to the end of the calendar year, will not be entitled to payout of any unused sick days.

### **ARTICLE 24 - SENIORITY**

24.01 There shall be a separate seniority list for each of the following groups:

- (i) Production and Distribution Center employees;
- (ii) Route Sales employees.

24.02 The Company shall every six (6) months supply the Union with complete and up to date Seniority lists setting out the names and date of employment of all employees regardless of how many hours of work. Temporary Employees and persons hired for vacation relief work shall not accumulate seniority.

24.03 Seniority shall be the length of service within the Bargaining Unit. Employment elsewhere with the Company shall be credited only for calculation of vacation entitlement and pay.

24.04 Layoff and recall shall be based on seniority, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided the senior employee is qualified to perform the work.

24.05 All new Full Time Employees are on probation for the first sixty-five (65) working days within a four (4) month period and do not accumulate seniority. Upon completion of the probationary period, employees shall be entitled to seniority as of the date the employee entered employment of the Company.

- 24.06 Full Time Employees laid off during their probationary period shall be required to complete the balance of the probationary period upon their return. After completion of the probationary period, Full Time Employees shall be entitled to seniority as of the date the employee entered the employment of the Company.
- 24.07 Seniority shall be lost and termination will result if an employee:
- (a) Voluntarily leaves the employment of the Company;
  - (b) Is discharged for just cause;
  - (c) Is absent without leave without notifying the Company for three (3) working days;
  - (d) Fails to return to work at the expiration of an authorized leave of absence;
  - (e) Is on layoff continuously for six (6) months, or accepts severance pay prior to expiration of layoff;
  - (f) Is unable to report to work for any reason for twelve (12) months;
  - (g) Fails to report to work for two (2) working days after being recalled from layoff by telephone and/or receipt of a registered letter.

## **ARTICLE 25 - DAYS AND HOURS OF WORK AND OVERTIME**

- 25.01 Forty (40) hours will constitute a normal work week for all Full Time Plant Employees consisting of eight (8) hours per day, Monday to Friday within an eight and one-half (8 ½) hour period.
- 25.02 Janitorial employees may be scheduled any five (5) consecutive days Monday through Sunday based on need. Starting times may be staggered to cover the Company's hours of business.
- 25.03 All first shift Full Time Plant Employees will be scheduled to begin work between the hours of four (4:00) a.m. and eleven (11:00) a.m. each day Monday through Friday.
- 25.04 All Full Time Plant Employees shall be guaranteed a minimum of thirty-two (32) hours per week work or pay, except in the case of unanticipated emergency, provided each employee is available for and reports for work for the beginning of each shift. Any pay received for a General Holiday shall be considered as part of the guaranteed thirty-two (32) hours. Days not worked due to lay off, personal reasons and illness or injury of any kind will reduce the guarantee by that number of hours not worked.
- 25.05 When a Temporary or Part Time Employee is called due to emergencies and reports for duty Monday through Friday, they shall be guaranteed from their starting time a minimum of four (4) hours work and/or pay. If they work an excess of four (4) hours, they shall be guaranteed six (6) hours work and/or pay, and if they work an excess of six (6) hours, they shall be guaranteed eight (8) hours of work and/or pay.

25.06 The Union and its members agree that when it is necessary to work overtime, it is a requirement. All overtime must be approved by the Company. The Company agrees that when it becomes necessary to work overtime, such overtime will be offered in order of seniority, by group, to those employees who normally perform the work. If the Company is unable to voluntarily obtain the number of employees necessary, the employees with the least seniority by group will be required to work.

25.07 Overtime for all hourly employees shall be paid as follows:

- (a) Time worked in excess of eight (8) hours per day Monday to Friday - one and one-half (1½) times the regular rate for the first three (3) hours, double (2x) time thereafter;
- (b) Saturday - one and one-half times (1½) the regular rate for the first two (2) hours, double (2x) time thereafter;
- (c) Sunday - double (2x) time for all time worked.

It is understood that janitorial employees do not work Monday to Friday and that the overtime rates provided in subparagraph (b) above shall be paid to those employees for overtime on their sixth (6<sup>th</sup>) day of work and the overtime rates set out in subparagraph (c) above shall be paid to those employees for overtime on their seventh (7<sup>th</sup>) day of work.

25.08 Any employee called back in to work after their working day has been completed and they have left the Company's premises Monday to Sunday, shall be paid a minimum of two (2) hours pay at the above rates including shift premiums.

25.09 Starting times shall be established by the Company and not deviated from. Should it become necessary to change the established starting times, the Company shall give twenty-four (24) hours notice.

25.10 Hourly employees upon commencing work each week shall be issued a time card. Each hourly employee shall punch their own time card before commencing work, out for lunch and returning from lunch if leaving the building, and again upon completion of their work. No employee shall punch another employee's time card for any reason whatsoever, and will be subject to discipline up to and including discharge if doing same.

25.11 When employees are advised to report for work at a specified time on any day, they shall be paid a minimum of four (4) hours even though there may be no work for them to do, provided they are ready for work, except as when employees have been called back to work as provided above.

25.12 Should it be necessary to work less than a full shift, the Company shall advise all employees involved prior to the end of their shift on the previous work day. Failure to do so shall entitle said Full Time Employees to the above guaranteed minimums except in the case of unanticipated emergency.

25.13 In the event an emergency occurs and there is a shut-down of all or part of the Plant operations, employees shall receive not less than their normal day's pay for the day during which the incident occurred. If the breakdown or emergency exceeds this work day, the

guaranteed work week shall be reduced accordingly. Layoff notices, if given, shall be effective immediately.

- 25.14 Employees who are required to perform such jobs as checking in or handling heavily soiled merchandise shall be allowed five (5) minutes prior to rest periods and meal breaks to clean up. Those positions are defined as: soil sort, wash aisle, soiled roll towels, soil retag, janitor and truck unloaders.
- 25.15 Time worked shall be credited in ten (10) minute periods, based on one-sixth (1/6) of the applicable rate. Hourly employees punching in late during any period will be credited from the beginning of the next period and shall not begin work until that time. Employees will be credited for only full periods worked. Any employee who is late for work may not work beyond their normal quitting time without their Supervisor's prior approval. Work performed beyond quitting time without approval will not be paid.
- 25.16 The normal hours of work for Route Salespersons are between forty (40) to fifty (50) hours per week.
- 25.17 It is understood that any Route Salesperson regularly working forty-five (45) hours or more per week may request a review and restructuring of their route.
- 25.18 It is further understood that Route Salespersons properly completing their route in less than the hours specified above are free to leave work without reduction in the guaranteed minimum commission set out in Article 36.

## **ARTICLE 26 - REST PERIODS AND MEAL BREAKS**

- 26.01 All employees shall be entitled to two (2) fifteen (15) minute rest periods. One (1) during the first half of the shift and one (1) during the second half of the shift without loss of pay. The rest periods must not be taken before at least one and one-half (1½) hours have been worked in each half of the shift.
- 26.02 Hourly employees and Route Salespersons shall work no longer than four (4) hours without at least a half (½) hour off without pay for a meal break. Employees shall not be interrupted during such meal breaks.
- 26.03 Route Salespersons shall be entitled to take their rest periods and meal breaks each day at their convenience.
- 26.04 Rest periods and meal breaks are to attend to any personal needs, i.e. washroom, eating, snacks, telephone calls, etc. No hourly employees are to leave their work station without their immediate Supervisor's approval except in an emergency. Any employee requiring additional time on a regular basis for medical reasons, if agreeable with the Company, will be without pay.
- 26.05 When it becomes necessary to work overtime one (1) working hour or more beyond their regular shift, employees shall have a paid rest period of fifteen (15) minutes at the end of their normal shift. If the overtime is two (2) working hours or more the employee shall also receive a thirty (30) minute unpaid meal break. This meal break is to be taken at the end of the first

two (2) hours of overtime. The Company will provide a meal allowance of nine dollars (\$9.00).

## **ARTICLE 27 - SAVINGS CLAUSE**

- 27.01 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.
- 27.02 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 Arbitration.

## **ARTICLE 28 - SAFETY AND HEALTH**

- 28.01 The Company shall meet all required 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 department or vehicle.
- 28.02 Anyone 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 their immediate Supervisor or the employee in question regarding the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.
- 28.03 Any employee requested to take a First Aid course or upgrade their Certificate shall have the cost of same paid for by the Company providing they successfully complete the course and are in possession of the required First Aid Certificate. The senior employee on each shift holding said Certificate shall be compensated at the prescribed premiums and shall be designated as a First Aid Attendant.
- 28.04 The Company and the Union recognize that everyone has an obligation to work safely and the requirement to operate equipment in a safe and responsible manner. Thus, the Union will co-operate with the Company in encouraging employees to observe all safety regulations prescribed by the Company and work in a safe manner, and all employees shall be required to do their work in a safe manner.
- 28.05 The Company will maintain a safety committee whose membership which will consist of an equal number of: Supervisory employees and members of the Union. The Union members of the safety committee shall be nominated by the Union.

- 28.06 Protective devices, wearing apparel excluding footwear, and other equipment necessary for safety or to properly protect employees from injury shall be provided by the Company. All protective devices and equipment provided will remain the property of the Company and must be returned upon termination or paid for by the employee.
- 28.07 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.
- 28.08 When an employee suffers an injury or illness which requires their absence, they shall report the fact to their immediate Supervisor or their designate as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Company and the Union notified of their current address and phone number at all times.
- 28.09 Any employee suffering any injury or employment induced illness while in the employ of the Company must report same to their 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 at all times during the normal hours of work established by the Company. This provision does not apply to maintenance and janitors.
- 28.10 In the event of an employee becoming ill during their shift, the employee shall report directly to the Supervisor stating their illness, and if the employee wishes to go home or to a Doctor due to such illness, permission to do so will be granted by the Supervisor and shall be entered into the First-Aid Book. The Company will not refuse the right to any employee to go home or to a Doctor due to any illness or injury.
- 28.11 If an employee suffers from an allergy or recurring illness, the employee shall furnish a Doctor's certificate to that effect and the certificate shall be kept on file in the office. In the event the allergy or recurring illness prevents the employee from reporting to work on a regular basis, the employee will be placed on a leave of absence as provided in this Agreement. If after their return the employee is still unable to resume a normal schedule or perform another job subject to seniority provisions, their employment may be terminated.
- 28.12 The Company will supply, clean and maintain at its plant its prescribed work uniforms or smocks without cost for all: Route Salespersons and Plant workers.

The Company will provide any necessary rubber clothes, rubber gloves and rubber boots required for washpersons.

All uniforms, smocks and washroom equipment provided, will remain the property of the Company and must be returned upon termination or paid for.

The Company will provide one hundred and sixty (\$160.00) dollars per year safety shoe allowance for Route Salespersons and Plant Employees that have completed one full year of employment. Shoes must meet safety and Company requirements. A valid, dated receipt must accompany the request for reimbursement. Plant Employees requiring safety shoes are: wash floor attendants, truck unloaders, bulk room attendants and janitor. Should the

Company expand the requirements to other work related areas, they will all be extended coverage.

### 28.13 Return to Work

An Employee shall return to full duties upon being cleared by his/her doctor. If an employee is not able to return to full duties, the use of a Graduated Return to Work (GRTW) plan subject to the Doctor's approval may be utilized to facilitate a safe return to work to the employee's pre-injury position. The employee shall participate in the Employer's Return to Work program as a way to identify meaningful work as part of the Graduated Return to Work process.

## ARTICLE 29 - MEDICAL EXAMINATIONS

29.01 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 any such examinations not covered by B.C. Medical.

29.02 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 the employee re-examined at the Union's expense.

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

- (a) If an employee takes a medical examination during their normal working hours, they shall be paid for the time involved and thus not lose any pay as a result of their taking a medical examination.
- (b) If the medical examination is taken after working hours or on Saturdays, the employee shall be paid two (2) hours' pay at straight time rates of pay.
- (c) Medical examinations taken while an employee is on a leave of absence for medical reasons will be without pay.

29.04 If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out their regularly assigned duties, the following procedure shall be followed:

- (a) The Company shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee at their own expense shall have the right to be examined by their personal physician.
- (b) 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.
- (c) The findings of the consultant shall be final and binding upon all parties.
- (d) The remuneration of the consultant shall be borne equally by the Company and the Union.



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

### **ARTICLE 30 - QUALITY AND PERFORMANCE STANDARDS**

- 30.01 The Company and the Union agree that quality of work and service is fundamental to customer retention, and that adherence to reasonable performance standards is essential to the success of the Company and thus continued employment opportunities.
- 30.02 The Company agrees to continue to provide training and establish guidelines to assure our customers receive quality work at reasonable cost.

### **ARTICLE 31 - HEALTH AND WELFARE PLAN**

- 31.01 The Provincial Medical Services Plan shall be paid 100% by the Employer through the BC Employer Health Tax.
- 31.02 The Company agrees to make available to all Full Time Employees who have completed the probationary period the right to participate in the Company's group insurance plan, as amended from time to time by the Company, on the following basis:
  - 31.03 The current group insurance plan is made up of two (2) components, the Basic Plan and the Extra Coverage Plan.
    - (a) The Basic Plan consists of the following benefits:
      - (i) an extended health care benefit providing coverage for all or a portion of certain eligible expenses not covered under the Medical Services Plan described above. There is currently a \$50.00 per year deductible. Should the Company Plan be extended to cover safety vision during the course of this agreement it will be extended to Union employees;
      - (ii) dental plan benefits covering 80% of the cost of routine dental care (no annual limit) and 50% of the cost of dentures, crowns and bridge work (to an annual combined limit of \$750.00). There is currently a \$50.00 per year deductible.
    - (b) The Extra Coverage Plan consists of the following benefits:
      - (i) long term disability insurance of 60% of monthly earnings. The benefit commences 105 days after the date of disability;
      - (ii) life insurance coverage in an amount equal to the employee's annual earnings to a maximum of \$65,000.00.
    - (c) The Company shall pay fifty percent (50%) of the premiums for the Basic Plan for Single, Couple or Family coverage as required.

- (d) The Company shall pay 100% of the premiums for life insurance coverage for the employee. The employee shall pay 100% of the premiums for long term disability insurance. It is mandatory for an employee to join the Group Life and Long Term Disability (LTD) plan.
- (e) For hourly employees, "earnings" for the purposes of calculation of the long term disability and life insurance benefits means the monthly or annual earnings based upon the employee's regular hourly rate for 40 hours per week. For Route Salespersons, monthly earnings or annual earnings is based upon the monthly or yearly minimum guaranteed commission.

31.04 Employees may, at their option, elect to participate in either the entire Basic Plan or the entire Extra Coverage Plan, or both. Employees may not participate in portions of either Plan except that employees in the Basic Plan may opt to obtain basic plan coverage for their spouse or family. Employees wishing to participate in either Plan must notify Payroll and provide all necessary information and authorizations, including authorization for the Company to deduct employee premiums from the employee's pay.

31.05 The benefits outlined in this Article are a summary only of the actual benefits which are outlined in the contracts of insurance which create the benefits. The eligibility requirements and payment of benefits under the group insurance plan are governed by the contracts of insurance which do not form a part of this Agreement. The Union acknowledges that the Company's liability with respect to this Article is limited solely to making the group insurance plan available and to the payment of the Company's portion of premiums.

31.06 The Company shall not pay any portion of any group insurance benefit premium for periods during which the employee is not available for work except as follows:

- (i) while the employee is on maternity or parental leave;
- (ii) during the first 105 days of a leave of absence due to illness or injury; provided that the employee has notified the Company that they elect to Continue to pay their share of the cost of any premiums that are paid for jointly by the Company and the employee.

31.07 The Company agrees to provide all eligible employees covered by the Plan, with a Benefits Insurance card if available from the Plan insurer.

## **ARTICLE 32 - TRANSPORTATION, TRUCK MAINTENANCE AND SAFETY**

32.01 No employees shall be required to use their car on Company Business. The Company shall not require employees to operate any vehicle that is not in safe operating condition, is not equipped with a first aid kit, approved fire extinguisher and with current inspections and registration required by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.

32.02 Route Salespersons shall not be required to perform any maintenance work on their trucks. However, Route Salespersons are responsible for keeping mirrors, windshields inside and out and the inside of their trucks clean daily.

- 32.03 A vehicle inspection and maintenance form shall be provided daily to each Route Salesperson to note any faults in the vehicle or missing safety equipment. At the end of the Route Salesperson'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 Route Salesperson with repairs made to the vehicle indicated and signed by an authorized person.
- 32.04 Route Salespersons or any employees will at all times, while driving Company vehicles, comply with all traffic regulations, and will be courteous to other users of the road. Further, each Route Salesperson or employee operating a Company vehicle shall be responsible for reporting on a vehicle maintenance form any defects of the vehicle or defective equipment to the Service Manager or the person responsible for maintenance of vehicles.
- 32.05 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.

### **ARTICLE 33 - LOSS AND DAMAGE**

- 33.01 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 except proven thievery or deliberate damage.
- 33.02 Provided that if said damage to vehicles or property be due to negligent or deliberate acts of the employee, or thievery and/or fraud shall be proven, these instances shall be just cause for dismissal.
- 33.03 Vehicle accidents will remain on file for three (3) years. Dismissal for damaged vehicles shall take place if an employee is involved in two (2) accidents within a thirty-six (36) month period where these accidents involve damage to the Company vehicle, or a second party, or where personal injury takes place and the employee is, in the majority, at fault.

### **ARTICLE 34 - GENERAL PROVISIONS**

- 34.01 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 their jurisdiction and shall serve the Company diligently and according to the best of their ability in all respects, and daily account for all monies collected on behalf of the Company.
- 34.02 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.
- 34.03 Article headings in this Agreement are for reference purposes only and shall not be used as an aid in the interpretation of this Agreement.
- 34.04 There shall be no coercion or intimidation in solicitation of funds of the employees by any representative of the Company.

34.05 The Company shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the **Canada Election Act** and/or Section 200 of the **Provincial Election Act**.

#### **ARTICLE 35 - CLASSIFICATIONS AND WAGE RATES, ETC.**

35.01 The classifications and wage rates for all hourly employees shall be as set out below:

##### **Production Dept/Distribution Centre**

<b>Level</b>	<b>Effective June 1/22 10%</b>	<b>Effective June 1/23 2%</b>	<b>Effective June 1/24 3%</b>
<b>Level 1</b>	\$22.47	\$22.92	\$23.61
<b>Level II</b>	\$21.11	\$21.53	\$22.18
<b>Level III</b>	\$20.19	\$20.59	\$21.20
<b>Long Haul Driver without Class 1</b>	\$23.34	\$23.81	\$24.52
<b>Long Haul Driver with Class 1</b>	\$30.54	\$31.15	\$32.08

No long-haul premium applies. New rate of a class 1 driver does apply to all driving done by a class 1 driver.

Plant employees currently in incorrect classification will remain at current classification for the term of this Agreement.

##### **Production Dept/Distribution Centre**

Level I, includes the primary washperson

Level II, includes the washperson or washperson helper, seamstress, repairs, order processing/load building

Level III, includes truck unloading, soil counting and sorting, heat seal patching, floater utility, hanging/inspection, flat goods processing, shelf stocking, markers, heat seal creasing, packing, janitor, pressers, shipping department and sewing, embroidery, pressing machine operators and other jobs of a similar nature.

\* Employees currently classified as Level II and III under the 2012 – 2017 Collective Agreement will be grandfathered at the Level II and III rates – see Letter of Understanding.

35.02 Full Time hourly employees will be paid the following percentages of the rate in effect as set out above based on the number of months worked. The Company may waive at its discretion any of the time limits below based on performance or prior experience of the employee:

MONTHS WORKED	PERCENTAGE OF RATE
0-6	85%
7-12	95%
Over 12	100%

35.03 Part Time and Temporary Employees as defined in this Agreement shall be paid twenty-five percent (25%) less than the established wage rates in effect as set above. If Part Time or Temporary Employees become Full Time Employees, they will be paid these percentages of the rate in effect based on the number of months worked which will be credited on a pro-rated basis.

35.04 A premium of sixty cents (\$0.60) per hour will be paid to the senior employee on each shift designated as the First Aid Attendant.

35.05 A premium of fifty-five cents (\$0.55) per hour will be paid to any Full-Time hourly employee whose shift begins at the end of the normally scheduled first shift or is regularly scheduled on five (5) days which include a Saturday or Sunday.

35.06 Lead persons in key areas of the plant where the Company does not require supervisory personnel will be posted. There will be an additional sixty cents (\$0.60) per hour to control and monitor that area. Lead persons may be removed at the sole discretion of the Company at any time.

35.07 When an employee has an accident at work which prevents them from completing the scheduled day, they shall be paid a full day's wages for the day of the accident.

35.08 When any Full Time Employee is temporarily removed for a period of two (2) hours or more from their regular work and placed on other work for the Company's convenience, they shall be paid their regular rate of pay or the rate of the other work, whichever is the greater, for all time worked on said work, and no employee's rate may be reduced below their regular rate.

35.09 It is agreed that regardless of age, sex, sexual preference, race, colour, creed or national origin: equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.

#### **ARTICLE 36 - ROUTE SALESPERSONS RESPONSIBILITIES, COMMISSIONS AND GUARANTEES**

36.01 The Company employs Route Salespersons to solicit trade, service customers, pick up and deliver merchandise, and collect monies owed within the routes established by the Company and assigned to them.

36.02 The Company believes that the Route Salespersons are vital to the success of its growth objectives and for that reason, the Company establishes commission incentives based on: volume carried, new accounts or services they sell, bonuses for leads on new accounts sold, contests and other performance related criteria established. No Route Salespersons will receive less than their guaranteed minimum commission as provided in this Agreement. Proposed changes to the Plan will be discussed with the Union before implementation; if no agreement can be reached, changes will be subject to the Grievance Procedure.

36.03 Each payroll period, Route Salespersons will be advanced their guaranteed minimum commissions and any other monetary entitlements provided by this Agreement. Each month after all calculations have been made in accordance with the Plan, any incentives due after deductions for advances made as stated above, will be paid in a bonus cheque.

The deductions made for advances shall be limited to the following, where applicable:

- (i) advances made in lieu of the payments under the previous Article 36.06;
- (ii) advances made for sick day payouts;
- (iii) adjustments made to the value of any account due to such circumstances as mistaken shipments, accounting errors, bad debts, sales discounts or rebates, insurance claims and contract settlements.
- (iv) The Company agrees that if any incentive calculation changes in any way, the Company will provide all Route Salespersons with a clear outline of the changes prior to the changes taking effect.

Each month the Company shall provide to each Route Salesperson an accounting summary showing the calculation of the bonus cheque.

36.04 All Route Salespersons currently working will receive a \$1000.00 signing bonus at the ratification date in 2022;

All Route Salespersons in September 2023 will receive a \$500.00 bonus;

All Route Salespersons in September 2024 will receive a \$500.00 bonus.

Subject to paragraph 36.05, the guaranteed weekly minimum commission for Route Salespersons shall be as set out below:

	<b>EFFECTIVE JUNE 1, 2022</b>	<b>EFFECTIVE JUNE 1, 2023</b>	<b>EFFECTIVE JUNE 1, 2024</b>
Route Salesperson	\$1,049.32	\$1,070.31	\$1,102.42
Facility Service Rep	\$835.01	\$851.71	\$877.26

36.05 Route Salespersons will be paid the following percentage of the guaranteed minimum commission and of the applicable incentive commission plan based on the number of months on Route Sales worked. The Company may waive at its discretion any of the time limits set out below based on performance or prior experience of the employee.

<b>MONTHS WORKED</b>	<b>PERCENTAGE OF RATE</b>
0-6	85%
7-12	95%
Over 12	100%

36.06 Minimum commission guarantees apply only when all five (5) days are worked or the employee has paid days off as provided by this Agreement. In the event of unearned sick leave, the guarantee will be reduced by one-fifth (1/5) for each unpaid sick day.

36.07 Route Salespersons are required to participate in sales efforts, canvassing and initiating business on their routes for the purpose of maintaining and increasing the volume of business so that sales records may be maintained to the mutual advantage of both the Route Salespersons and the Company.

36.08 If the Company feels that any Route Salesperson is not completing their route in a proper manner or in a reasonable time, the Union shall have the right to send a representative out on the route with the Route Salesperson to time it and to observe the Route Salesperson's work habits.

36.09 Route Salespersons who lose volume on their routes and/or do not make an effort to increase the volume of business on their respective routes may be subject to disciplinary action. Volume lost due to reasons clearly beyond the Route Salesperson's control, such as tender, plant closings or production failure shall not be considered.

36.10 If the Company unilaterally transfers customers from one route to another which causes a decrease in rental volume, the Route Salesperson affected will continue to receive credit for commission purposes on the rental volume lost as a result of the transfer until the rental volume has been replaced. This provision shall apply for a maximum of thirteen (13) weeks from the date of transfer.

36.11 The Company shall at all times, establish and control credit on accounts. Any Route Salespersons violating arrangements made by the Company shall be responsible for any credit extended beyond that established by the Company or authorized by the Company, and upon proper verification, Route Salespersons permitting such credit may have such money deducted from their incentive commissions.

If a Route Salesperson reports in writing to the Service Manager with a copy to the General Manager that an account is not creditworthy, setting out the basis for this conclusion, then the monthly sales volume of the Route Salesperson will not, for the purpose of calculating the bonus commission, be reduced by any sales made to the account after the delivery of the report, if the management authorizes a continuation of service.

The RSR/FSR will only be eligible to receive payment of commissions relating to lost and damage charges on an account that is lost for reasons other than the RSR/FSR conduct. There shall be no "charge back" to a Route Sales or Facility Service person after a final bill (referring to lost and damage charges on a lost account) has been negotiated with a customer if the Company settles for less, provided that the Route Sales or Facility Service person has completed the following:

- (a) a complete inventory at the account with a customer representative authorized to negotiate final billing present;
- (b) grading all garments and charging out for all damage charges at full or contracted replacement value at the time of final pick up from the customer account (a management representative may be requested to assist by the RSR based on account size and subject to availability);
- (c) have a customer representative authorized to negotiate final billing (the correct person with the authority to authorize payment of any lost and damaged items) sign the invoice and initial beside all lost and damage charges applied indicating acceptance of all final charges.

Commissions are conditional upon the customer acceptance and final payment being made without legal intervention.

36.12 It is agreed and understood the Company will pay reasonable meal and accommodation costs for overnight routes; and unusual expenses should a Route Salesperson experience a break down or any other unforeseen delay beyond their normal working period.

36.13 When required to attend Saturday meetings, Route Salespeople to have choice of alternative day off (scheduled on a day mutually convenient to the Company and employee) or one fifth (1/5<sup>th</sup>) of guarantee. (Each Saturday meeting will be no longer than half a day with Company providing lunch.)

36.14 Article 36 in its entirety will apply to a Facility Service Rep except as noted in 36.04.

36.15 Route Sales Representatives are eligible to receive a monthly reimbursement of \$15.00 upon providing a copy of the cellphone invoice.

## **ARTICLE 37 - BANKED OVERTIME**

37.01 Employees may request that overtime hours may be banked for use in the future as time off with pay as follows:

- (a) Overtime hours may be banked up to a maximum of forty (40) hours. After forty (40) hours of regular time has been banked, subsequent overtime will be paid for at the regular rate as they occur.
- (b) Banked overtime hours must be taken off in consecutive four (4) hour periods, balances of banked overtime less than four (4) hours must remain banked until at least another four (4) hours is available.



- (c) Time off for banked overtime hours must be requested in advance and may only be taken at a time convenient with the Company and may not conflict with the maximum number of employees allowed on vacation by group.
- (d) Banked time may not be carried over from year to year and will be paid out at the rate when the banked time was earned. Unused banked time will be paid out by December 15<sup>th</sup> each year.

## **ARTICLE 38 - EMPLOYEE RRSP**

38.01 Effective January 1, 2008 and subject to continued employment as set out in paragraph 2, the Company will contribute to an individual registered retirement savings plan ("RRSP") in respect of each employee who has completed at least 2 years of continuous service prior to January 1 of any calendar year (an "Eligible Employee"), as follows:

The Company will contribute one percent (1%) of the Eligible Employee's wages, bonus and commission income earned in the previous calendar year; and, the Company will contribute an additional three percent (3%) of the Eligible Employee's wages, bonus and commission income earned in the previous calendar year, if the Eligible Employee has completed three (3) or more years of continuous service prior to January 1.

The Company will make the RRSP contribution in twelve (12) equal monthly installments starting no later than the last day of January in each year. Notwithstanding anything to the contrary, all contribution instalments made with respect to any particular Eligible Employee will cease immediately on the date of termination or permanent layoff of that particular Eligible Employee and the Company will have no further obligation to the Eligible Employee whether monetary or otherwise.

Effective June 7, 2017, employees who have completed one (1) year of service as of January 1, 2017 shall be eligible for the Company RRSP program. Contributions will be made on their behalf from June 7, 2017 forward.

The RRSP will initially be provided through and administered by the Investors Group, but the provider and administrator of the RRSP may be changed at the Company's sole discretion.

Except for disputes over eligibility and contributions, no action respecting this section of the RRSP or any disputes relating to the RRSP, including any disputes with respect to the administration of the RRSP or any investment decisions made by any Eligible Employee or the RRSP will be the subject of any grievance or arbitration under this Agreement. All disputes will be resolved by the procedure specified in the RRSP or by applicable law. The Union and each Eligible Employee waives (and Each Eligible employee will execute such waiver in favour of the Company) any claim against the Company in respect of the RRSP, except claims relating to eligibility and the contributions required to be made by the Company pursuant to paragraphs 1 and 2.

**ARTICLE 39 - LONG HAUL DRIVER RESPONSIBILITES, HOURS OF WORK AND OVERTIME**

39.01 The Long Haul driver (as defined by BC Employment Standards Act) is employed to run the daily shuttle. The Long Haul driver is responsible for pre-trip inspection, safe vehicle operation and following all rules of the BC Department of Transportation Motor Vehicle Act Regulations including being in possession of all required documentation and licensing. The Long Haul driver is responsible for loading and unloading.

39.02 This position is an hourly position. Normal hours of work will commence at 3:00 pm Monday to Thursday and 12:00 pm Friday. Should the hours exceed 52.5 in any one week, overtime will be paid as per British Columbia Employment Standards with regards to Long Haul truck drivers. All full time long haul drivers shall be paid ten (10) hours for General Holidays.

39.03 Unsafe road conditions: the Long Haul driver has the authority to determine safe driving conditions. In the event road conditions are deemed to be unsafe, the driver will be considered off duty and may opt to stay overnight utilizing accommodations approved and paid for by the Company. The off duty time will not be calculated towards weekly hours worked including overtime calculations.

A meal per diem of forty dollars (\$40.00) shall be paid when a long haul driver has to stay overnight.

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 \_\_\_\_\_, 2022.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

\_\_\_\_\_  
David DiFillippo,  
Executive Vice President

\_\_\_\_\_

\_\_\_\_\_  
Randall Chambers,  
Regional Vice President

\_\_\_\_\_

\_\_\_\_\_  
Amy Adams,  
General Manager

\_\_\_\_\_  
Laura Stoenescu,  
HRBP Canada

32  
**APPENDIX "A"**

**RE: VACATION ENTITLEMENT**

Vacation Entitlement for Full Time and Part Time Employees hired prior to ratification and listed below shall be as follows:

<b>COMPLETED YEARS OF SERVICE</b>	<b>WEEKS ENTITLEMENT</b>	<b>APPLICABLE PERCENTAGE</b>
1	2	4%
4	3	6%
9	4	8%
14	5	10%
22	6	12%

**PLANT**

Jagjeet Dhaliwal  
Baljit Brar (LTD)  
Mila Terte (LTD)  
Tom Velne

Wendy Obradovic  
Palwinder Sumra  
Jaswant Bains

**ROUTE SALES**

Darrin Dubois  
Claus Schuster

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN: UNIFIRST CANADA LTD.,**  
9189 196A Street,  
in the City of Langley, Province of  
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

**RE: LEVEL II AND III GRANDFATHERED EMPLOYEES**

The following employee(s) are grandfathered at the prior 2012 – 2017 Collective Agreement Level II rates:

Amandeep Simmak

	<b>June 1, 2022</b>	<b>June 1, 2023</b>	<b>June 1, 2024</b>
<b>Level II</b>	\$21.55	\$21.98	\$22.64

The following employees are grandfathered at the prior 2012 – 2017 Collective Agreement Level III rates:

Palwinder Sumra	Amandeep Sohi	Gurdeep Sidhu	Parmjit Sandhu
Ravinder Mal	Manjit Johal	Jagjeet Dhaliwal	Sandeep Sandhu
Wendy Obradovic	Jaswant Bains	Milagros Terte	Kamaljit Jaswal
Sashi Levin	Amninder Gill	Kelly Swanson	

	<b>June 1, 2022</b>	<b>June 1, 2023</b>	<b>June 1, 2024</b>
<b>Level III</b>	\$21.11	\$21.53	\$22.18

The above employees are entitled to this rate for any position held in the classification as described in Article 35 – Classifications and Wage Rates, ie., if a shipper posts to janitorial job their rate will not be reduced as a result.

These employees are still entitled to the percentage wage increases contained in Article 35 – Classifications and Wage Rates.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

\_\_\_\_\_  
David DiFillippo,  
Executive Vice President

\_\_\_\_\_  
Randall Chambers,  
Regional Vice President

\_\_\_\_\_  
Amy Adams,  
General Manager

\_\_\_\_\_  
Laura Stoenescu,  
HRBP Canada

**LETTER OF UNDERSTANDING NO. 2**

**BETWEEN:**            **UNIFIRST CANADA LTD.,**  
9189 196A Street,  
in the City of Langley, Province of  
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**

**RE: HEALTH AND WELFARE BENEFITS PACKAGE**

The Parties agree that should the Company Health and Welfare benefits package for Canadian employees be enhanced during the term of the current collective agreement that those enhancements would be extended to the Bargaining Unit employees.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PARTY OF THE FIRST PART**

**PARTY OF THE SECOND PART**

\_\_\_\_\_  
David DiFillippo,  
Executive Vice President

\_\_\_\_\_

\_\_\_\_\_  
Randall Chambers,  
Regional Vice President

\_\_\_\_\_

\_\_\_\_\_  
Amy Adams,  
General Manager

\_\_\_\_\_  
Laura Stoenescu,  
HRBP Canada