

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 568**

**-and-**

**CANADIAN LINEN AND UNIFORM SERVICE CO.  
REGINA, SASKATCHEWAN**



**EXPIRY DATE: DECEMBER 31, 2021**

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THIS AGREEMENT made and entered into this 23<sup>rd</sup> day of October, 2019.

BETWEEN: CANADIAN LINEN AND UNIFORM SERVICE CO., a body corporate incorporated under the laws of the Dominion of Canada, with a branch operation in the City of Regina, in the Province of Saskatchewan, hereinafter referred to as the “Employer”

OF THE FIRST PART

AND RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, LOCAL 568, hereinafter referred to as the “Union”

OF THE SECOND PART

#### ARTICLE 1 – Purpose

- 1.1 In consideration of the mutual value of joint discussions and negotiations on all matters pertaining to employer-employee relations, the parties hereto agree that the purpose of this Agreement shall be to set forth terms and conditions of employment relating to rates of pay, hours of work and other working conditions affecting the employees covered by this Agreement and to provide for a means of settling disputes and grievances of such employees and to co-operate in promoting efficient operation of the Employer’s business.

#### ARTICLE 2 – Scope and Recognition

- 2.1 The Employer recognizes the Union as the sole collective bargaining agency for all employees falling within the certification order of the Saskatchewan Labour Relations Board, namely, “all employees of Canadian Linen and Uniform Service Co. in Regina, Saskatchewan except the General Manager, Customer Administration Manager (CAM), Assistant CAM, Production Manager, Assistant Production Manager, Chief Engineer, Sales Manager, Commission Salespersons, Customer Service Manager (CSM), Customer Operations Manager (COM), C3 Coordinator, Linen Conservation Supervisor and Customer Service Representatives (CSR)/drivers”.
- 2.2 The Employer agrees to meet and negotiate with Union Representatives on all matters pertaining to rates of pay, hours of work and all other terms and working conditions of the employees covered by this Agreement.

ARTICLE 3 – Union Security

- 3.1 Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his employment and every new employee whose employment commences hereafter shall, upon the commencement of employment, apply for and maintain membership in the Union as a condition of employment.
- 3.2 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in those mutually agreed upon by the Parties.
- 3.3 The shop steward shall be allowed fifteen (15) minutes on Employer time to orient new employees regarding union membership within their first week of employment. The Employer agrees to notify a Shop Steward of all new hires on their first day of employment.

ARTICLE 4 – Dues Check-off

- 4.1 Upon request in writing from any employee, the Employer shall deduct and pay in periodic payments, out of the wages due to such employee, to the person designated by the Union to receive the same, on or before the 20<sup>th</sup> day of each month, the union dues, initiation fees and assessments from such employees. The Employer shall furnish the Union each month with a list of names of employees from whom the deductions have been made and the names of employees whose services have been terminated and home addresses of all employees.
- 4.2 The Union shall notify the Employer in writing of the amount of dues to be deducted from the employee's wage not less than thirty (30) days before the effective date of any change.
- 4.3 The Employer agrees to record all union dues paid in the previous year on the employees' income T-4 slips.

ARTICLE 5 – Management Rights

- 5.1 The Union recognizes that the Employer shall have the sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of its affairs, and that the direction of employees is fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
  - (a) maintain order, discipline and efficiency;

- (b) organize and reorganize the work of employees;
- (c) hire, appoint, discharge, promote, demote, classify, transfer, lay off, recall, suspend or otherwise discipline employees;
- (d) make and enforce and alter from time to time rules and regulations to be observed by the employees;
- (e) determine and change the operations of the Employer; determine and change the locations where the Employer's operations are carried on; determine and change the methods of carrying out the Employer's operations; set standards for the performance of work; determine the work to be performed by employees; and determine the time or times an employee is to work;
- (f) determine the nature and kind of operations conducted by the Employer; the kind and location of equipment to be used; the right to subcontract; the extension, limitation, curtailment or cessation of operations; the right to sell, merge, consolidate or lease its operations or any part thereof; and to determine all other functions and prerogatives heretofore vested in and exercised by the Employer which shall remain solely with the Employer.

ARTICLE 6 – No Strike, No Lockout

- 6.1 It is agreed during the life of this Agreement that neither party to this Agreement shall cause a suspension of work, strike, picketing, slowdown or lockout.

ARTICLE 7 – Grievance Procedure

- 7.1 A grievance, for the purpose of this Agreement, is defined as any dispute or disagreement between the Employer and an employee or the Union relating to the application or violation of this Agreement.
- 7.2 For the purpose of negotiating grievances, it is agreed that the Union shall set up a Grievance Committee consisting of not more than two (2) employees plus the grievor, if appropriate. The Union may have the assistance of a Representative of the Retail, Wholesale and Department Store Union and any other counsel it deems necessary.
- 7.3 In the event of any grievance arising, the employee accompanied by a member of the Grievance Committee shall immediately take the matter up with the immediate out-of-scope supervisor. If no settlement is reached, the employee will present the grievance in writing in Step One.

Step One

Grievances of employees shall be submitted in writing and shall be taken up within ten (10) working days of their occurrence with the employee's department manager who shall render a written decision within ten (10) working days to the Union Grievance Committee.

Step Two

If a written decision satisfactory to the Union is not received in Step One, the Union may within five (5) working days present the matter in writing to the General Manager who will render a written decision within five (5) working days to the Union Grievance Committee.

Step Three

If a satisfactory settlement cannot be reached under Step Two above, the grievance shall be referred to arbitration within ten (10) working days of the date of the decision rendered under Step Two. The parties to this Agreement agree to establish an independent Board of Arbitration in the following manner:

- (a) The Employer and the Union shall each select a member to represent them on a Board of Arbitration. The Employer and the Union shall then select a chairperson who is acceptable to both parties. Upon failure to agree on a chairperson within ten (10) days, either party shall request the Minister of Labour to appoint a chairperson. It is agreed that the expenses of the chairperson of the Board of Arbitration shall be equally shared by both parties to this Agreement.
- (b) The decision of the Board of Arbitration shall be final and binding on both parties. It is understood that the Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts. The Board may, however, interpret the provisions of this Agreement.
- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

7.4 Grievances of employees shall be handled on Employer time during regular working hours, unless mutually agreed upon. It is agreed that no employee shall suffer loss of regular pay while handling grievances.

7.5 Should an employee be improperly penalized, dismissed, laid off, recalled, promoted, demoted or transferred and it is later established through the grievance procedure that such penalty, dismissal, layoff, recall, promotion, demotion or transfer was not in accordance with the provisions of this Agreement, he/she shall be immediately

returned to his/her proper status in all respects and shall be compensated for all wages lost at his/her regular rate of pay.

ARTICLE 8 – Hours of Work

- 8.1 (a) Plant Employees - The normal workweek for all full-time plant employees shall be forty (40) hours, five (5) days per week, not exceeding eight (8) hours per day. The normal workweek for full-time plant employees shall be Monday to Friday inclusive unless operating requirements necessitate alternate schedules with different days of work. In this event, seniority preference within Departments shall apply to assignments to alternative schedules.
- (b) Office Employees - The normal workweek for all full-time office employees shall be forty (40) hours, five (5) days per week, not exceeding eight (8) hours per day.
- (c) Maintenance Department – The normal workweek for all full-time Maintenance Department Employees shall be forty (40) hours, five (5) days per week, not exceeding eight (8) hours per day. Each full-time employee of the Maintenance Department covered by the Agreement shall work one (1) Saturday per month except in the case of mechanical breakdown, necessary equipment installations or changes, or incidents beyond the Employer’s control. Schedules may also be varied if operating requirements necessitate alternate schedules with different days of work.
- 8.2 The Employer shall draw up and post a schedule showing daily starting time, quitting time and lunch time for all in-plant employees. The schedule for the next following week shall be posted not later than 10:30 a.m. each Friday, or Thursday if Friday is not a working day. It is agreed that every effort shall be made to solve disputes in respect to schedules prior to the end of the regular shift on Friday. However, if such a dispute is not solved within this time, the last posted schedule to which the Union agreed shall remain in force for at least one more week following which the new schedule proposed by the Employer may be implemented.

Notwithstanding the above provisions of Article 8.2, if operating conditions require immediate schedule changes or if an employee requests a change in his scheduled hours and the Employer agrees to this request, under such circumstances daily starting and quitting times may be amended without the above requirement for notice.

- 8.3 Unless amended according to the above provisions of Article 8.2, schedules for employees will fall within the following hours:
- (a) Office Employees – 6.00 a.m. to 6:00 p.m.

- (b) Plant Employees – The eight (8) hour workday shift shall be contained between 6:00 a.m. to 6:00 p.m.
  - (c) Wash floor – The eight (8) hour workday shall be contained between 6:00 a.m. to 9:00 p.m.
  - (d) Maintenance/Engineering/Janitorial – The eight (8) hour workday shall be contained between 4:00 a.m. to 12:00 a.m.
- 8.4 The Employer agrees to guarantee to every full-time employee a minimum of thirty-seven (37) hours work per week or pay in lieu of work except in the case of breakdown, weather conditions or while an employee is absent from work at his/her own request or as hereinafter provided.
- 8.5 All employees who are required to report to work on any day and so report but for reasons for some breakdown or weather conditions are dismissed for the day, shall receive not less than four (4) hours pay at regular rates. If an employee is required to work during his/her regular lunch period, the employee shall be entitled to equal time off in the same day.
- 8.6 Relief employees shall be defined as employees employed for one (1) of the following reasons:
- (a) to fill short-term needs which are expected to be of less than three (3) months duration;
  - (b) to fill positions resulting from the absence of another employee due to sickness, vacation or accident;

Subject to the foregoing, any relief employee who continues in a position beyond the period of the illness, injury or maternity for which he is relieving but in no circumstances beyond twelve (12) months duration; shall be deemed to have created a full-time permanent position to be filled in accordance with Article 16;

Relief employees gain seniority and seniority rights under this Agreement. Union dues shall be deducted from relief employees and remitted to the Union in accordance with Article 4.

ARTICLE 9 – Overtime

- 9.1 Employees shall be entitled to receive overtime pay at the rate of one and one-half (1½) times their regular rate of pay, as set forth in Appendix A, for all hours worked in excess of the normal work week defined in Article 8.1. All overtime work must be authorized by the Employer.
- 9.2 Three (3) hours advance notice shall be given employees when requested to work more than one-half (1/2) hour overtime except in case of a mechanical breakdown or incidents beyond the Employer's control. Employees are expected to comply with any reasonable request for overtime. However, overtime shall be strictly voluntary if the Employer's request encompasses reasons other than mechanical breakdown or incidents beyond the Employer's control.
- 9.3 When overtime is required within Production Departments, the overtime shall be offered on a seniority basis to employees who normally perform such work in the Department. If the assignment is not filled within the Department by this procedure, the Employer may assign the overtime as deemed appropriate. If in error an incorrect overtime assignment is made, the Employer may remedy this situation by offering the affected employee the next available overtime work in the Department.

ARTICLE 10 – Rest Periods and Meal Break

- 10.1 All employees shall be given midway during the first half and midway during the second half of their shift, a fifteen (15) minute rest period without deduction of pay. All employees shall be allowed a one-half (1/2) hour unpaid meal break as close to midway point of their shift as possible.
- 10.2 If overtime is in excess of two (2) hours, the employees shall receive a one-half (1/2) hour unpaid meal break and meal provided by the Employer. This meal break is to be taken at the end of the first two (2) hours of overtime. If, however, overtime is worked not continuous with regular working hours, employees shall receive their regular rest breaks as set out in Article 10(1).
- 10.3 The Employer agrees to allow a five (5) minute cleanup time for the Wash Floor and the Check-In Department employees when handling soiled linen. This cleanup time shall be taken before coffee breaks and lunch periods, and before quitting time.

ARTICLE 11 – Wages

- 11.1 Any employee required temporarily to fill another position paying a higher rate of pay shall receive this higher rate of pay for all hours worked in the higher paying position provided the employee fills the position for a period longer than one (1) hour. But, if required temporarily to fill a job posting paying a lower rate of pay, the employee shall continue to receive his/her regular rate.
- 11.2 Pay shall be paid by way of direct deposit to employees' personal bank accounts every 2<sup>nd</sup> Friday. The employees will receive, **via online download**, a complete itemized computation of the employees' wages, including the amount of deductions for sickness and statement of pay for statutory holidays, overtime, commission and other supplementary pay and deductions. Except for money owing the Employer, employees shall not have pay or earnings of more than one (1) week held back. **If an employee is paid incorrectly or is shorted pay by an amount of two hundred dollars (\$200) or greater, the Employer shall rectify by issuing the remaining pay by cheque within three (3) business days.**
- 11.3 An employee shall receive the pay and benefits provided for in this Agreement when on an unpaid leave of absence for union work or conventions. However, the Union shall reimburse the Employer within thirty (30) calendar days for all pay and benefits during this period of absence.
- 11.4 Job classifications and rates of pay applicable thereto for all employees covered by this Agreement shall be as set out in Appendix "A" attached to and forming part of this Agreement.
- 11.5 Rates of pay applicable thereto for any new classifications or positions that may hereafter be established shall be subject to negotiations and a supplement Agreement between the Employer and the Union shall be executed.
- 11.6 Whenever an employee's rate prior to promotion is within the range of the new classification, his/her rate shall not be reduced and after promotion, the employee shall be paid his/her regular increments until the top of the range is reached.

ARTICLE 12 – Statutory Holidays

12.1 The following days shall be observed as paid holidays and employees are not required to render service on such holidays:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Saskatchewan Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and any other holiday when so proclaimed by Federal, Provincial or Civic authorities.

Any holiday falling on a weekend shall be observed on a day before or after the weekend as determined in the discretion of the Employer.

12.2 Any employee who works on any holiday as set out in Section 1 of this Article shall be paid in addition to his/her regular rate of pay, an amount equal to one and one-half (1 1/2) times his/her regular rate for all hours worked.

12.3 When any holiday, or holidays, as set out in Section 1 of this Article fall in an employee's work week, the work week shall be reduced by eight (8) hours or one (1) day if a one-day holiday occurs; and by sixteen (16) hours or two (2) days if two holidays occur. No employee shall suffer a reduction in take home pay in such a week, but shall receive his/her full week's pay..

12.4 There will be no entitlement to pay for the statutory holiday from the Employer in cases where the employee is:

- (a) being paid benefits under the Workers' Compensation Act for the week in which the statutory holiday is observed, or
- (b) receiving Weekly Indemnity payment (as set out in Article 19.2) for the week in which the statutory holiday occurs, or
- (c) is on approved leave of absence (as set out in Article 17) for the week in which the statutory holiday occurs.

12.5 There will be entitlement to pay for the statutory holiday in cases where an employee is absent from work because of illness during the week of said holiday (except in **12.4** above) provided the employee notifies the Employer prior to the commencement of his/her shift each day of the illness. A doctor's certificate may be required.

12.6 It is understood that employees who are absent the full working day immediately preceding and/or the full working day immediately following a statutory holiday

without justifiable excuse (i.e. scheduled vacation or verifiable illness/injury) may be subject to discipline.

ARTICLE 13 – Annual Vacations

- 13.1 (a) Three (3) weeks vacation with pay based on three fifty-seconds (3/52nds) of the employee's total earnings for the twelve (12) month period ending December 31<sup>st</sup> preceding the vacation shall be granted after one (1) year's service and after each subsequent year of service until the employee has attained seven (7) years service.
- (b) Four (4) weeks vacation with pay based on four fifty-seconds (4/52) of the employee's total earnings for the twelve (12) month period ending December 31<sup>st</sup> preceding the vacation shall be granted after seven (7) years service and after each subsequent year thereafter until the employee has attained fourteen (14) years of service.
- (c) Thereafter five (5) weeks vacation with pay based on five fifty-seconds (5/52nds) of the employee's total earnings for the twelve (12) month period ending December 31<sup>st</sup> preceding the vacation shall be granted and after each subsequent year of service.

The change in the vacation year from May 1<sup>st</sup> - April 30<sup>th</sup> to the new vacation year, January 1<sup>st</sup> - December 31<sup>st</sup> shall not involve any adverse effect to any employee. All employees shall receive their normal vacation entitlements with pay.

- 13.2 Employees shall have the right to take their vacation in one (1) period of three (3) consecutive weeks or in two (2) periods of two (2) weeks consecutive, in one (1) separate, or in three (3) separate one (1) week periods and a maximum of one (1) week in one (1) day periods. No employee shall be entitled to more than three (3) weeks vacation during the months of July and August. Vacation periods will be allowed on a four (4) to one (1) ratio which means that not more than one (1) employee will be on vacation for every four (4) employees in their Department. Not more than seven (7) employees will be on vacation from Production (defined below as numbers 1 to 7) at any one time. For the purpose of this Agreement, the Departments shall be defined as follows:

1. Check-in
2. Wash Aisle
3. Flat Department
4. Press/Tunnel
5. Mending
6. Bundling
7. Stockroom

8. Office
9. Engineering, Maintenance and Janitor

Every reasonable effort shall be made by the Employer to arrange vacations as may be requested by the employees. At management's discretion, single vacation days may be granted in the week leading up to a statutory holiday.

- 13.3 Vacations may be granted during the calendar year except during the period encompassing the Christmas/New Year pull-ahead December 15<sup>th</sup> to January 5<sup>th</sup>. Vacations shall be taken, if possible, at the time or times most desired by the employee concerned. A vacation request list will be posted for the period December 15<sup>th</sup> to February 15<sup>th</sup>. By March 1<sup>st</sup>, the Employer and the Union will draw up a vacation schedule, then the Employer and the Union will work together to finalize the schedule. The final schedule will be posted on the Company Communication Board by March 15<sup>th</sup>. Seniority, on a rotational basis, shall govern the selection of vacation dates in case of any dispute. Any vacation requests submitted after February 15<sup>th</sup> will be scheduled according to the remaining vacation availability after the vacation schedule has been drawn up. Employees may request vacation time prior to the posting of the finalized schedule.
- 13.4 When a statutory holiday occurs during an employee's vacation, an extra day's vacation mutually agreed upon prior to the employee's next annual vacation shall be granted or pay in lieu thereof if the employee so agrees. Pay for such a holiday shall be paid to the employee at the time he/she receives his/her annual vacation pay.
- 13.5 Employees shall receive their vacation pay as per their regular scheduled payroll cycle.
- 13.6 If the employment of any employee is terminated any time after the commencement of his/her employment, the Employer shall pay the employee, in addition to all other amounts due to him/her, all accrued vacation pay.

#### ARTICLE 14 – Seniority

- 14.1 New employees shall be on probation for a period of seventy (70) days worked during which time the employee may be dismissed without reference to seniority and the termination of a probationary employee shall not be the subject of a grievance under this Agreement. Seniority shall then be established from the date an employee first entered the service of the Employer.
- 14.2 The Employer shall prepare a seniority list of all employees in January of each year and thereafter the seniority list shall be amended and brought up to date every six (6) months. The list shall be posted in places accessible to all employees. Any errors in

- the seniority list shall be reported in writing to the Employer within fifteen (15) days from the date of posting. Any errors in the seniority list shall be corrected and a new seniority list shall be posted.
- 14.3 If an employee is absent from work due to accident or sickness, he shall accumulate seniority for a period not exceeding twelve (12) months.
- 14.4 Seniority shall be forfeited:
- (a) by dismissal for cause;
  - (b) by an employee failing to report for work on recall after layoff;
  - (c) by voluntarily leaving the service of the Employer;
  - (d) if an employee is laid off for more than one (1) year;
  - (e) **if an employee leaves the bargaining unit and subsequently returns to the bargaining unit, s/he shall be credited with only the seniority s/he accumulated for time spent in the bargaining unit.**
- 14.5 If an employee is on an approved leave of absence subject to the terms of Article 17.2, he shall retain his/her seniority.

#### ARTICLE 15 – Layoffs and Recalls

- 15.1 In the event of a layoff, senior employees shall be retained, ability being sufficient to handle the work to be done. Any employee laid off shall be returned to work in order of seniority. A layoff shall be defined as a period of more than six (6) consecutive calendar days during which no work is available for the employee.
- 15.2 When the Employer wishes to recall an employee who has been laid off, they shall notify such employee by either telephone or registered mail, and shall notify the Union of this action. The employee shall have forty-eight (48) hours after being notified by the Employer to advise the Employer of his/her intention to return to work and must do so within seven (7) days of having informed the Employer. The Employer may telephone an employee but if the employee cannot be reached personally, the registered letter must be sent.
- 15.3 If it is necessary to send employees home because of a shortage of work during the work week, the employees in the Department affected (Departments as defined in

Article 13.2) with the least seniority shall be sent home provided the remaining employees in the Department are qualified to perform the remaining work.

ARTICLE 16 – Promotions and Vacancies

16.1 Any vacancies or any new positions created during the life of this Agreement shall be posted on the notice board.

The Employer agrees to post Temporary Postings for vacancies in excess of three (3) months. Once an employee has returned to work then all affected employees shall return to their former positions.

16.2 A period of five (5) working days shall be allowed for employees to make written application for any such vacancies or new positions.

16.3 (a) Selection for posted vacancies shall be based on the qualifications, abilities, and seniority of applicants who are qualified for in the position. When the position is to be filled, the Union shall be notified of the name of the successful applicant within ten (10) days of the posting.

(b) New employees or employees selected as a result of a posting shall be required to remain in the new position for a period of six (6) months before they are eligible to apply for newly posted positions.

16.4 All employees filling a new position will be allowed a period of twenty (20) working days to train for office positions and fifteen (15) working days for plant positions. Employees shall be provided with proper training and orientation for the new position. If such an employee does not perform his/her duties satisfactorily within or during the training period or if the employee does not wish to remain in the new position, he/she shall revert to his/her former position without loss of seniority. His/her position will be posted only after the training period has been successfully completed.

ARTICLE 17 – Leave of Absence

17.1 Upon giving the Employer at least five (5) business days notice in writing, a maximum of two (2) employees, from different Departments, elected or selected as delegates to attend business meetings in connection with the affairs of the Union shall be granted leave of absence without pay for a period not exceeding fourteen (14) days and without loss of seniority or any other rights or privileges by such employees.

17.2 Not more than one (1) employee who is elected or selected to do Union work shall, upon request and upon giving the Employer thirty (30) days notice, be granted six (6)

- months leave of absence in any one year without pay and without loss of seniority or any other rights or privileges enjoyed by such employee prior to such leave of absence.
- 17.3 Compassionate Leave: A full-time or part-time employee shall be granted leave with pay in the case of serious illness, death or accident of a serious nature to the immediate family or legal guardian of the employee which include: spouse, mother, father, brother, sister, son or daughter, father-in-law, mother-in-law or grandparents. Such leave shall be for a maximum of three (3) working days except for grandparents in which case the maximum leave shall be one (1) working day. If travel of over 300kms (one way) is involved, an extra paid day shall be granted. Consideration shall be given to unusual situations not clarified herein, however, leave with pay shall not exceed the paid number of days mentioned herein.
- 17.4 Maternity leave, parental leave and adoption leave shall be granted to male and female employees in accordance with the Labour Standards Act.
- 17.5 An employee may request a leave of absence through a written application stating the requested date for commencement of the leave and date of return to work. The Employer may grant the requested leave of absence without pay and will advise the employee of the decision in writing. Seniority shall not accumulate during the period of such leave of absence.

#### ARTICLE 18 – Safety and Health

- 18.1 The Union and the Employer shall continue to co-operate in perfecting the safety measures now in effect and further agree that the provisions for Health and Safety Committees as provided for under the Occupational Health Act shall be carried out.
- 18.2 A first aid kit as prescribed by the Occupational Health and Safety Act and regulations shall be maintained in addition to a couch or cot in the plant where injured or ill employees may be cared for. One employee shall be appointed to look after same.
- 18.3 Any employee requested to take a course in first aid and C.P.R. or to upgrade their certification shall have tuition fees and regular wages for time spent paid for by the Employer. Re-certification for employees who have successfully completed a first aid course shall be paid for by the Employer. Time spent on re-certification shall be considered time worked and shall be paid at regular rates.
- 18.4 Any working conditions shall not be less than the Provincial Occupational Safety and Health Regulations, 1993, or as amended.

ARTICLE 19 – Employee Benefits

**19.1 Entitlement**

New employees will be entitled to all the employee benefits in this Article upon the successful completion of six (6) months employment (eligibility for Pension Plan benefits will be as specifically provided in that respective Plan/ Section).

**19.2 Weekly Indemnity**

All employees shall be eligible for the Weekly Indemnity Plan. Benefits will commence on the fourth (4<sup>th</sup>) day of the disability and be payable for a maximum of thirteen (13) weeks during any one period of illness. The amount of the benefit will be sixty-six and two-thirds (66 2/3%) percent of the employee's regular rate.

Benefits are payable for any period of disability resulting from miscarriage.

Benefits are only payable for those days under the care of a legally qualified physician.

The Employer shall pay the total cost of the Plan.

The Employer shall pay the premium while an employee is on sick leave and weekly indemnity.

**19.3 Death and Accidental Insurance**

All employees shall be covered by life insurance in the amount of \$30,000.00. The Employer shall pay the total cost of the insurance plan. The life insurance plan shall not be changed, modified or discontinued except by agreement between the Employer and the Union.

**19.4 Sick Leave**

Definition of Sick Leave: Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled. Sick leave may be used by an employee for personal or family medical appointments.

Accumulation of Sick Credits: After six (6) months' service, sick leave credits for employees shall accumulate from the date of employment on the basis of one (1) working day credit per month to a maximum of six (6) working days. The amount of sick leave accumulated but not taken at the end of each calendar year, to a maximum of six (6) days, will be carried forward to the next calendar years and will remain at that number to a maximum of six (6) days until such time as sick leave days are taken.

A deduction shall be made from accumulated sick leave credits of all normal working hours (exclusive of statutory holidays) absent for sick leave.

Whenever possible, any employee claiming sick leave under the provisions of the section shall notify the Employer at least one (1) hour before the employee would normally report for work. The Employer has the right to require and will pay for the cost of the medical certification satisfactory to the Employer for the purpose of verifying absence due to illness for an employee who is absent three (3) consecutive days or more, unless there is a pattern of abuse in which case the Employer may request the said certification forthwith.

#### 19.5 **R.W.D.S.U. Dental Plan**

The Employer agrees to make direct contributions of **thirty-four (\$0.34) cents per hour, effective January 1, 2017; thirty-six (\$0.36) cents per hour, effective October 23, 2019; thirty-seven (\$0.37) cents per hour, effective January 1, 2020; thirty-eight (\$0.38) cents per hour, effective January 1, 2021** for all straight time hours worked for each full-time and each part-time Union employee to the Saskatchewan Retail, Wholesale and Department Store Union Employees' Dental Benefit Trust Fund. The Union shall supply the Employer with particulars of this Plan and the Employer agrees to endorse all administrative documents pertaining to the setting up and putting into effect the said Plan. The Employer reserves the right to review all the administrative documents pertaining to the setting up and putting into effect the said Plan prior to the endorsement of the said document.

#### 19.6 **Supplementary Health Benefits**

The Supplementary Health Benefits shall be fully paid by the Employer and will remain in effect during the term of this Agreement.

The Employer agrees to provide Optical coverage; including examinations and laser surgery; for employees and family members in the amount of \$200 per 24 months effective October 1, 2012; \$250 per 24 months effective November 10, 2015.

The Employer agrees to provide Massage coverage at \$200 annual maximum with 100% coverage.

**The Employer agrees to provide a Prescription Swipe Card for employees.**

The Employer agrees to **increase** Psychology coverage from \$100 to **\$200** annual and **remove the \$6 per visit cap.**

**19.7 Long Term Disability Plan**

The Employer agrees to administer an L.T.D. Plan if requested by the Union if such Plan is funded one hundred (100%) percent by the employees.

**19.8 Plan Conditions and Change of Carrier**

Notwithstanding any provisions of this Agreement, the terms of the insurance policy and plan shall govern in all respects relative to eligibility for participation and benefit coverage in the weekly indemnity and death and accidental insurance coverage provided in 2 and 3 above. The Employer also retains the right in its sole discretion to change insurance carriers provided comparable benefit coverage is maintained.

**19.9 Teamsters/RWDSU General Workers Union Pension Plan**

Section 1 For the duration of the current Collective Agreement between the Union and the Employer, the Employer agrees to continue payments to the Pension Trust Fund as herein set forth to provide pension benefits for employees of the Employer. For each employee who has completed one (1) year of service working in job classifications covered by the Collective Agreement, the contribution shall be **five and one half (5.5%) percent** of the employee's gross earnings; **effective October 23, 2019, five and three quarters (5.75%) percent.**

Section 2 Each eligible employee shall contribute **five and one half (5.5%) percent** of the employee's gross earnings; **effective October 23, 2019, five and three quarters (5.75%) percent.**

Section 3 Such contributions shall be paid into the Teamsters/RWDSU General Workers Union Pension Plan Trust Fund (hereinafter called the "Trust Fund"). The terms of the Pension Plan established for the employees shall be determined by the Trustees of that Trust Fund and the administration of the Plan shall be carried out by the Trustees of that Trust Fund in accordance with the Trust Agreement governing the Fund.

Gross earnings as basis for calculating contributions shall include each day or hour paid for, including days or hours of paid vacation, paid holidays or other days or hours for which pay is received by the employee in accordance with the Collective Agreement.

Section 4 (a) Contributions along with a list of employees for whom they have been made and the amount of contribution by or in respect to each employee and the employee's covered earnings, shall be

forwarded by the Employer to the Custodian of the assets of the Plan.

- (b) Such payments shall be made to the Custodian appointed under the Trust Fund for each pay period not later than twenty-one

(21) days after the end of each pay period. The Employer shall, within the said period of twenty-one (21) days, mail a list of the members of the Plan and Trust covered by each such remittance to the Administrator of the Trust Fund showing for each member his/her gross earnings and voluntary contribution, if any, for the period covered by the remittance. The Employer further agrees to submit a completed change in status form with respect to each member whose status under the Plan changes on or about the date of such change in status and also agrees to submit to the said Administrator, within sixty (60) days following the end of such a plan year, a listing of all persons who were members of the Plan during such plan year showing, for each member, his gross earnings received during the plan year.

#### Section 5

The Employer agrees to be bound by all terms, conditions and provisions of the Teamsters/RWDSU General Workers Union Pension Plan and Trust Fund and for such purpose to execute such documents as may be required to constitute the Employer a party of the Second Part (Employer) to the Agreement and Declaration of Trust under which the said Pension Trust is established.

#### ARTICLE 20 – Notice Boards

- 20.1 A suitable notice board shall be provided by the Employer for the use of the Union to be located in a place easily accessible and conspicuous to employees. The parties must agree on the size of the board. Information placed on this notice board, other than meeting notices, will be shown to the General Manager or his designate.

#### ARTICLE 21 – Layoff and Termination of Employment

- 21.1 Notice of termination of employment will be provided in accordance with the Saskatchewan Labour Standards Act.

ARTICLE 22 – Discipline

- 22.1 The Employer shall advise an employee of his/her right to Union representation prior to the imposition of discipline. A Union Steward or Representative of the Retail, Wholesale and Department Store Union shall be present if the employee so desires when the Employer is imposing discipline/discharge. The Union Steward or Representative shall receive a copy of all discipline/discharge notices upon filing.

ARTICLE 23 – General Provisions

- 23.1 No employee shall be asked to enter in any written or verbal agreement which may be contrary to this Agreement.
- 23.2 No employee shall be discriminated against in any manner because of Union activities or because of race, colour, ancestry, sex, age, sexual orientation, religion, family status or political beliefs except to the extent permitted by law.
- 23.3 Working smocks or uniforms shall be supplied by the Employer at no cost to the employees. Such smocks or uniforms shall remain property of the Employer and shall not be removed from the premises without management's consent. It is agreed, in the event that an employee ceases employment, they will promptly return all smocks or uniforms to the Employer.
- 23.4 Upon the completion of the probationary period, Mechanic, Wash Floor, Bundler, and Maintenance employees shall be provided with a one hundred and fifty (\$150.00) dollar/year safety shoe allowance, refundable upon receipt.
- 23.5 The Business Representative of the Union shall be admitted to a suitable location in the Employer's facility as designated by the Manager to conduct the legitimate affairs of the Union with permission of the Manager, provided there is not an interruption of the working schedule of any employee.
- 23.6 The Employees shall devote the whole of their time and energy to the performance of their duties during the term of this Agreement and while employed, shall not engage in any business or pursuit competitive to the Employer.
- 23.7 Employees shall maintain the right to not cross picket lines and shall not be required to handle or process merchandise from any struck customer or supplier.
- 23.8 Both parties agree to the formation of a joint Union-Management Committee for the purposes of discussing labour relations issues. The Committee will meet on a quarterly basis. The Committee will consist of two (2) members from the bargaining unit and two (2) members from management. A RWDSU representative may attend if required.

ARTICLE 24 – No Contracting Out

24.1 The Employer will not contract out any of its operation that might lead to layoff of any of its then present staff with the exception of major breakdowns/installation. The Employer also agrees not to make use of the services on a permanent basis of any person under contract with a private employment agency.

ARTICLE 25 – Duration of Agreement

25.1 This Agreement shall be effective from date of signing and shall remain in effect from that date until **December 31, 2021**, and thereafter from year to year, but either party may, not less than thirty (30) days or more than sixty (60) days before the expiry date of this Agreement, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.

Signed at Regina, Saskatchewan, this 23rd day of October, 2019.

**Signed on behalf of the Union:**

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**Signed on behalf of the Employer:**

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**Appendix “A”  
Job Classification and Wage Appendix**

<u>Job Classification</u>	<u>Effective Oct. 23, 2019</u>	<u>Effective Jan. 1, 2020</u>	<u>Effective Jan. 1, 2021</u>
1. Production Worker			
Start	14.28	14.60	14.97
After 70 working days	15.75	16.10	16.50
After 6 months	16.60	16.97	17.39
After 9 months	17.47	17.86	18.31
2. Wash/Dryers			
Start	15.02	15.36	15.74
After 70 working days	16.56	16.93	17.35
After 6 months	17.47	17.86	18.31
After 9 months	18.38	18.79	19.26
3. Head Washer	19.08	19.51	20.00
4. Office Clerk			
Start	14.86	15.19	15.57
After 70 working days	16.37	16.74	17.16
After 6 months	17.30	17.69	18.13
After 9 months	18.20	18.61	19.08
5. Plant Maintenance / Engineering			
Start	20.58	21.04	21.57
After 70 working days	22.69	23.20	23.78
After 6 months	23.99	24.53	25.14
After 9 months	25.21	25.78	26.42
6. Janitor/Utility Person			
Start	15.20	15.54	15.93
After 70 working days	16.77	17.15	17.58
After 6 months	17.67	18.07	18.52
After 9 months	18.60	19.02	19.50

- **Lead Hand Premium:** When a Production or Plant Maintenance Engineering employee assumes Lead Hand duties, the employee will be paid a premium of seventy-five cents (\$0.75) per hour.
- **Tradesperson Premium:** Qualified Tradespersons who hold a valid certificate/ticket will be paid a premium of one dollar (\$1.00) per hour above the prevailing wage rate

**Letter of Understanding #1**

**BETWEEN:**

**RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
LOCAL 568**

**and**

**CANADIAN LINEN AND UNIFORM SERVICE CO.  
REGINA, SASKATCHEWAN**

**Ratification Signing Bonus – To be paid on a separate check**

For each Employee that was employed by the Company before January 1, 2018 and is still employed on the date of ratification shall receive a **One thousand four hundred dollar (\$1,400.00) signing bonus.**

For each Employee that was hired by the Company after January 1, 2018 and is still employed on the date of ratification shall receive a prorated **signing bonus of One thousand four hundred dollars (\$1,400.00)** based on time worked or paid.

Signed at Regina, Saskatchewan, this 23rd day of October, 2019.

**Signed on behalf of the Union:**

**Signed on behalf of the Employer:**

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