

Mr. Dariusz

SOURCE	CO		
REF.	97	01	01
TERM.	0000	15	31
NO. OF EMPLOYEES	290		
NUMBRE D'EMPLOYES	290		

COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN LINEN SUPPLY COMPANY LIMITED

(Hereinafter called "the Employer")

OF THE FIRST PART:

-AND-

**THE UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 351**

(Hereinafter referred to as "the Union")

OF THE SECOND PART.

Term:

January 1, 1997

to

December 31, 2000

11530 (01)

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- I.01** It is the desire of the above mentioned parties to co-operate and work harmoniously together in promoting their mutual interest in the operation of the plants. It is their desire to provide orderly procedure for collective bargaining, orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the plants.

ARTICLE 2 - UNION RECOGNITION

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

ARTICLE 3 - UNION SECURITY

- 3.01 Employees covered by this Agreement are required to acquire and maintain membership in the Union on the completion of their probationary period as a condition of continued employment.
- 3.02 During the lifetime of this Agreement, the employer shall take from the pay of all employees covered by this agreement on the first pay-day of each calendar month, such amount as may be uniformly assessed by the Union Constitution and By-laws as regular monthly Union dues and shall remit same prior to the end of such month to the Financial Secretary of the Union. It is understood that such deductions may be made on a weekly basis in equal amounts from the first four pays in the month. It is further understood and agreed that new employees hired after the date of this agreement shall have the Union initiation fee as uniformly assessed by the Local Union Constitution and By-laws deducted from the first pay due to the employee in the month following completion of the probationary period.
- 3.03 The Employer shall show the yearly union monthly dues deductions on the employee's T-4 slip.
- 3.04 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer, save as may be expressly permitted by this Agreement or otherwise with the consent of the Employer.
- 3.05 The monthly remittance shall be accompanied by the name and Social Insurance Number of each employee for whom pay deductions have been made and the total amount deducted for the month. The statement shall also show the total gross earnings and the hours worked.

ARTICLE 4 -MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the right of the Employer to hire, promote, demote, transfer, classify and suspend employees, and also the right of the Employer to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged or disciplined without reasonable cause shall be the subject of a grievance and dealt with as hereinafter provided.
- 4.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plants, the products to be manufactured or

processed, the schedules of production, the methods, processes and means of manufacturing or processing used, the right to decide on the number of employees needed by the Employer at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees at its plants pursuant to Article 2.01 are solely and exclusively the responsibility of the Employer. It is understood and agreed that breach of any of the plant rules or any of the provisions of this Agreement shall be deemed to be sufficient cause for discipline or dismissal of an employee.

The Employer agrees that these rights and functions will be exercised in a manner consistent with the provisions of this Collective Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 The parties to this Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

5.02 No grievance shall be considered:

- (a) which usurps the function of the Management; or
- (b) where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

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

STEP 1

The aggrieved employee shall present his grievance orally or in writing to his immediate supervisor. If a settlement satisfactory to the employee concerned is not reached within two (2) full working days, the grievance may be presented as follows at any time within two (2) full working days thereafter.

STEP 2

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

grievance procedure may be taken at any time within (5) full working days thereafter.

STEP 3

The Union, if it considers it a valid grievance, may submit the grievance to the Employer and the representatives of the parties shall meet as promptly as possible thereafter in an endeavor to settle the grievance. If a satisfactory settlement is not reached within ten (10) days from this meeting and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance may be submitted to arbitration as provided in Section **46** of the Ontario *Labour Relations Act* at any time within fourteen (14) days thereafter but not later.

ARTICLE 6 - ARBITRATION

- 6.01** Both parties to this agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, will be referred to arbitration as provided for the resolution of such disputes under the provisions of Section **46** of the Ontario *Labour Relations Act*.
- 6.02** The arbitrator shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

ARTICLE 7 - MANAGEMENT - UNION GRIEVANCES

- 7.01** It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its local officers or stewards and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.
- 7.02** A Union policy grievance, which is defined as an alleged violation of this agreement or the way in which the agreement has been interpreted, applied or administered concerning all or a number of employees in the bargaining unit in regard to which an individual employee could not grieve, may be brought forward by the Union Committee at Step No. 3 of the Grievance Procedure at any time

within ten (10) days after the circumstances giving rise to such policy grievance occurred.

ARTICLE 8 - DISCHARGE

- 8.01** In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance. Probationary employees may be terminated at the reasonable discretion of the Employer.
- 8.02** All such cases shall be taken up within three (3) days and disposed of within seven (7) days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the superintendent within three (3) days after the employee ceases to work for the Employer,
- 8.03** Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 8.04** If an employee is to be suspended, dismissed or given a written reprimand, the shop steward will be present and if not available, a member of the bargaining unit of the employee's choosing may be present.

ARTICLE 9 - REPRESENTATION

- 9.01** The business representative of the Union must make arrangements with the Manager of the Employer or his designated representative to visit the plant of the Employer; permission shall not be unreasonably withheld.
- 9.02** All members of Union Committees and all stewards must have two (2) years or more service with the Employer to serve in such capacity, provided that if no such employee is willing to accept appointment the Union may appoint an employee to temporarily fill the position.
- 9.03** Union notices shall be posted provided they have the Manager's prior written approval.
- 9.04** The Employer agrees that the Union through the steward may interview each new employee during the first thirty (30) days of employment for the purpose of
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acquainting the new employee with the Collective Agreement. Each interview shall not exceed fifteen (15) minutes and shall be without loss of pay, provided the steward who has his or her regular duties to perform, first obtains permission from his or her supervisor, or designate, before leaving his or her work.

ARTICLE 10 - NO STRIKES - NO LOCKOUTS

- 10.01** In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances the Union agrees that, during the - lifetime of this agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 10.02** The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article V above.
- 10.03** Should the Union claim that a cessation of work constituted a lockout, it may take the matter up at Step No. 3 of the grievance procedure.
- 10.04** The Union further agrees that it will not involve the Employer either directly or indirectly in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE 11 - REST PERIODS

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

ARTICLE 12 - STATUTORY HOLIDAYS

- 12.01** Where any of the following statutory holidays;

Half day before New Year's Day
 New Year's Day
 Good Friday
 Victoria Day
 Dominion Day
 Civic Holiday
 Labour Day

Thanksgiving Day
 Half day before Christmas Day
 Christmas Day
 Boxing Day

falls on what would otherwise be a working day or where any of the said statutory holidays fall on a Sunday and the day proclaimed as a statutory holiday in lieu thereof falls on what would otherwise be a regular working day, all employees who have completed ninety (90) calendar days or more continuous service with the Employer shall receive payment for such holidays based on their current hourly rate multiplied by the number of hours that he would normally have worked on such day subject to the following conditions:

- (a) To be eligible for holiday pay, an employee must work the full work day immediately preceding the holiday and the full work day immediately following such holiday, and to be eligible for holiday pay for the half day before Christmas Day and the half day before New Year's Day the employee must work the morning of that day, an exception to these rules shall be made for absence due to hospitalization provided the employee has performed work for the Employer within the five (5) working days preceding the holiday or the five (5) working days following the holiday.
- (b) If an employee works on one of the above named paid statutory holidays, he will receive payment at time and one-half for the hours actually worked by him in addition to receiving his holiday pay:
- (c) Where one of the aforementioned statutory holidays falls during an employee's approved vacation period, he shall be allowed an extra day's vacation or an extra day's pay at the option of the Employer.
- (d) Where one of the aforementioned statutory holidays falls on what would otherwise be a working day for the employee, the hours for which he is paid for that holiday shall be included as hours worked for the purposes of computing overtime, except when such hours fall on a Saturday or Sunday, or are the sixth or seventh consecutive days worked.
- (e) Where the holiday falls on a Saturday or Sunday, the employees shall receive a regular day's pay for such holiday, subject to the conditions outlined herein.

ARTICLE 13 - WAGES

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

- (a) Effective January 1, 1997, the wages in effect on December 31, 1996 shall be increased by two percent (2%) per hour for all employees.
- (b) Effective January 1, 1998, the wages in **effect** on December 31, 1997, shall be increased by two percent (2%) per hour for all employees.
- (c) Effective January 1, 1999, the wages in effect on December 31, 1998, shall be increased by two percent (2%) per our for all employees.

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

	<u>January, 1997</u>	<u>January 1, 1998</u>	<u>January 1, 1999</u>
General Help	\$10.25	\$10.46	\$10.67
Classified Help	\$12.48	\$12.73	\$12.98
Maintenance (Certified or Equivalent)	\$15.08	\$15.38	\$15.69

13.03 The following schedule for new and probationary employees shall apply:

	<u>General Help</u>	<u>Classified</u>	<u>Maintenance</u>
Start	\$8.25	\$10.50	\$13.00
After 3 months	\$8.75	\$11.00	\$13.50
After 6 months	\$9.25	\$11.50	\$14.00
After 9 months	\$9.75	\$12.00	\$14.50
After 12 months	\$10.25	\$12.48	\$15.08

Wage-increases to the above rates shall be in accordance to section 13.01 (a), (b), and (c).

13.04 The parties agree to meet during the months of November and December, 1999 to determine the hourly rates to be paid during the period of January 1, 2000 to

December 31, 2000. In the event that agreement is not reached the parties agree to jointly apply to the Ontario Labour Relations Board for the early termination of this Agreement in order that the facilities of the Conciliation and Mediation Branch of the Ontario Ministry of Labour will be available to assist in resolving the matter.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01** The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 14.02** Overtime at the rate of time and one half (1 1/2) the employee's basic hourly rate shall be paid for all work performed in excess of eight (8) hours per day.
- 14.03** Overtime at the rate of time and one-half (1 1/2) an employee's basic hourly rate shall be paid for all work performed on Saturday and overtime at double the employee's basic hourly rate shall be paid for all work performed on Sunday, save and except where Saturday and/or Sunday are worked as part of an employee's regularly scheduled work week in which case overtime at the rate of time and one-half the employee's basic hourly rate shall be paid for all work performed on such employee's sixth consecutive day of work and double the employee's basic hourly rate shall be paid for all work performed on such employee's seventh consecutive day of work.
- 14.04** Employees are expected to work overtime when required by the Employer but it is understood that an employee will not be disciplined for refusing to work overtime on a given occasion providing the employee has a valid and reasonable excuse. Overtime work will be equitably distributed amongst those employees who normally perform the work.
- 14.05** A Joint Committee of equal representation from the Union and the Employer will be established to study alleged abuses of the use of students and/or part-time employees.

ARTICLE 15 - VACATIONS WITH PAY

- 15.01** All employees who have been steadily employed by the Employer for a period of twelve (12) months prior to July 1st in any year shall be entitled to two (2) weeks vacation with pay at a time convenient to the Employer and shall receive as vacation pay an amount equivalent to four percent (4%) of such employee's earnings during the twelve months immediately preceding July 1 in that year.

- 15.02** All employees who have been steadily employed by the Employer for a period of five (5) years or more prior to July 1 in any year, shall receive three (3) weeks vacation with pay at a time or times convenient to the Employer, and shall receive as vacation pay six percent (6%) of the earnings of such employee during the twelve (12) months immediately preceding the 1st of July in such year. An employee entitled to two (2) weeks vacation shall have the option of taking the two (2) weeks consecutively in the available vacation periods based on seniority.
- 15.03** All employees who have been steadily employed by the Employer for a period of fourteen (14) years or more prior to July 1 in any year, shall receive four (4) weeks vacation with pay at a time or times convenient to the Employer, and shall receive as vacation pay eight percent (8%) of the earnings of such employee during the twelve (12) months immediately preceding the 1st of July in each year.
- 15.04** All employees who have been steadily employed by the Employer for a period of twenty-five (25) years or more prior to July 1, in any year, shall receive (5) weeks vacation with pay at a time or times convenient to the Employer, and shall receive as vacation pay ten percent (10%) of the earnings of such employee during the twelve (12) months immediately preceding the 1st of July in each year.
- 15.05** An employee who has ceased to be employed by the Employer before receiving his vacation shall receive vacation with pay in accordance with the provisions of the *Employment Standards Act* of Ontario.
- 15.06** The Employer will pay an employee his vacation pay for the period of which the vacation is to be taken on the pay day immediately prior to the employee's vacation, provided the employee so requests in writing at least two (2) weeks prior to the said pay day.

ARTICLE 16 - SENIORITY

- 16.01** Provided that in the judgment of the Employer, which judgment shall not be exercised in an arbitrary or unfairly discriminatory manner, the employees affected are of equal skill, competence, efficiency and ability, the last employee hired shall in the case of layoff be the first laid off and the last laid off shall be the first rehired.
- 16.02** In the event of a layoff, if a senior employee wishes to transfer to another job, and the Employer feels that his skill, competence, efficiency and ability are

sufficient to justify the transfer, arrangements for such transfer will be made wherever possible.

- 16.03** In promotions, other than appointments to supervisory positions, preference shall be given to those employees having the longest service provided always that the employees in question are, in the judgment of the Employer, which judgment shall not be exercised in an arbitrary or unfairly discriminatory manner, of equal skill, competence, efficiency and ability.
- 16.04** An employee will be considered temporary for the first ninety (90) calendar-days and will have no seniority rights during that period. After ninety (90) calendar days' service, his seniority shall date back to the day on which his employment began.
- 16.05** Employees who have been laid off due to lack of work and subsequently re-employed will have their length of service determined by the actual time they have been on the employer's payroll, provided such employee returns to work when notified, and subject to the conditions of Section 16.06 and 16.07 below.
- 16.06** Any employee who has been off the payroll for a continuous period of twelve (12) months or more will lose any previously acquired seniority and will be rehired only as a new employee.
- 16.07** Any employee who has been laid off, but who still retains his seniority, and who is notified to return to work, will lose his seniority unless he notifies the Employer within five (5) days that he is intending to return to work, and unless he returns to work as soon as possible after receiving notice, and in any event, within seven (7) days after the date of communication of such notice by courier.
- 16.08** An employee shall lose his seniority standing, if he voluntarily quits his employment with the Employer, if he is discharged for cause and is not reinstated pursuant to the provisions of Article 8; or if he is absent from work without leave unless there was reasonable justification for such absence.
- 16.09** Any employee away from work because of sickness who has properly reported such sickness will not have his service record disturbed unless he is away more than one month, after which time he will not accumulate seniority while absent. Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he was ill and is now fully recovered from the sickness which caused his absence. When a certificate is required under this section, the Employer agrees to pay the fee of the medical practitioner issuing the certificate not to exceed the maximum allowable under the Ontario Medical Association fee schedule.

- 16.10** Seniority as referred to in this agreement shall mean length of continuous service in the employ of the Employer and shall be on a departmental basis.
- 16.11** Seniority lists will be revised each six (6) months, a copy of the lists will be posted in the plant and a copy given to the Union and unless objected to within seven (7) days, shall be deemed to be conclusive.
- 16.12** An employee who is promoted to a supervisory or confidential position beyond the scope of this agreement for a period which exceeds three (3) months, shall lose his or her seniority.
- 16.13** In order that employees may be made aware of vacancies occurring in classified and/or skilled categories, the Employer will post a notice of any such vacancies on the bulletin board for a period of seven (7) calendar days. Employees shall have four (4) working days following the posting to bid for such jobs and in filling the vacancies the Employer will be governed by the provisions of Section 16.03. It is agreed that the first vacancy only shall be posted and not resulting vacancies. Vacancies occurring on the day shift shall be posted on the night shift. An employee who accepts a job posting may not apply for any new job posting for twelve (12) months.

ARTICLE 17 - GENERAL

- 17.01** The Union agreed that it will not enter into any collective agreement with any other employer in competition with the Employer on terms more favorable to such Employer than those contained in this Agreement.
- 17.02** It is understood and agreed that where an employee covered by this Agreement is receiving rates of wages, vacations with pay or paid statutory holidays in excess of those provided for in this Agreement, the Employer **will** not reduce such benefits to such employee through the signing of this Agreement.
- 17.03** Employees may be granted a leave of absence for personal reasons without pay and without loss of seniority for periods of up to three (3) months. An employee granted such leave of absence returning to work at the time agreed on completion of the leave of absence will not have his rate of pay reduced by reason of having been granted such leave. An employee on leave of absence with Employer permission will be permitted to return to his own job upon return to work.
- 17.04** Wherever the masculine pronoun is used in this Agreement, it shall be considered to include the feminine where the context so requires.

- 17.05 Safety Shoes** - The Employer agrees to contribute the sum of eighty dollars (\$80.00) per pair for safety shoes once per year, upon receipt of voucher, to employees who are required by the Employer to wear safety shoes.
- 17.06** There will be a five (5) minute wash-up period at the end of shift for soil handlers, maintenance employees and any employee presently granted the wash-up period.
- 17.07** It is agreed that tow motor operators and pressers for silk and heavy garments will be considered "classified employees".
- 17.08** Employees will not be docked pay for lateness at start of shift **up** to five (5) minutes. However, employees remain subject to discipline for repeated lateness and chronic abuse of the grace period may result in its discontinuance.
- 17.09** Employees will be given forty-eight **(48)** hours notice of a planned lay off for lack of work.
- 17.10** All employees shall be entitled to maternity leave or parental leave as provided by the *Employment Standards Act* in effect at the time.
- 17.11** On the request of either party, the parties shall meet at least once every *two* (2) months until this Agreement is terminated for the purpose of discussion of issues, other than those subject to Grievance Procedure and Arbitration, of common interest to the parties and relating to the employees in the work place. The party requesting the meeting shall submit an agenda to the other at least seven (7) working days prior to the suggested date for the meeting. The time and place of the meeting shall be mutually agreed upon.
- 17.12** If an employee is injured after he or she has commenced work and is thereby incapacitated from carrying out his or her duties and requires transportation, Management shall arrange and pay for the cost of transporting the employee to and from the hospital, if any. The Employer will pay the employee for any hours he or she missed from the duration of his or her regularly scheduled shift because of the injury if the employee *is* unable to complete his or her regular shift.
- 17.13** An employee who is temporarily assigned by the Company to meet the Company's convenience to fill a vacancy for which the regular rate is less than the rate the employee is receiving, shall retain his/her regular rate for the balance of the assignment, If such assignment is to a job with a higher rate, the employee shall receive the higher rate of pay beginning with the start of the next shift for the balance of the assignment, or earlier according to past practice.

ARTICLE 18 - BEREAVEMENT LEAVE

- 18.01** In the event of the death of a member of an employee's immediate family the employee will be granted a leave of absence and will be reimbursed for time necessarily lost from work up to a maximum of three (3) consecutive days for the purpose of arranging and attending the funeral of the deceased. The term "a member of the employee's immediate family" means spouse, child, brother or sister, parent or parent-in-law of the employee. In the event of the death of a grandparent of an employee, the employee will be granted a leave of absence with pay up to a maximum of one (1) day subject to the same conditions as above.
- 18.02** In the event an employee who would otherwise be entitled to three (3) days off to attend a funeral under the provisions of Section 18.01 but is unable to attend because of distance, such employee will be allowed one (1) day off with pay on the day of the funeral.

ARTICLE 19 - HEALTH & WELFARE

- 19.01** Effective January 1, 1997 in addition to the wages regularly to be paid by the Employer to the employees as provided in this Agreement, the Employer shall contribute to the UFCW, Local 351's Health & Welfare Fund a sum equal to one hundred and twenty-five (\$125.00) per month, plus any Retail Sales Tax in accordance with Section 19.08, for each employee in service covered by this Agreement who is on the payroll for services rendered during any regular payroll period, provided that such employee has been employed a minimum of twenty (20) hours per week and has been in the employ of the Employer for a period of thirty (30) days. Such contributions will remain in effect until December 31, 1999, plus any Retail Sales Tax in accordance with Section 19.08.
- 19.02** Such contribution shall be paid monthly and shall be used solely for the purpose of providing health, welfare and death benefits and such other benefits as may be afforded to eligible employees in accordance with this agreement.
- 19.03** Payments are to be made by the Employer to the UFCW, Local 351 Health & Welfare Fund by the tenth (10) day of each month. The Employer will complete forms to be furnished by the UFCW for reporting of "Welfare Contributions" to be forwarded to the UFCW, Local 351.
- 19.04** All such monies due to UFCW, Local 351 from the Employer herein under the provisions of this agreement shall be segregated each week by the Employer until monthly remittance is made to the UFCW, Local 351.

- 19.05 In the event the Employer fails to remit any contributions or deductions in the Health & Welfare Plan, Pension Plan or Union Dues, the Employer shall be required to pay the appropriate plan or dues as liquidated damages and not as a penalty an amount equal to *two* percent (2%) per month compounded monthly for any delinquent contributions, deductions or dues fifteen (15) days in arrears calculated from the date due, provided the Employer has received five (5) days prior written notice to correct such delinquencies and has not done so.
- 19.06 Where the Union has taken prior proceedings and obtained a decision against the Employer for delinquent contributions or dues, the Union may require the Employer to post a cash bond or a certified cheque an amount calculated to be twice the average monthly total payments by the Employer to the Union in the preceding twelve (12) months. In the event the Employer again becomes delinquent for such contributions or dues the Union and/or the plant may apply the cash bond or certified cheque or any portion thereof, to satisfaction of the delinquency and require the Employer to replenish the cash bond or certified cheque.
- 19.07 If the hours of a regular employee are reduced to below twenty (20) hours per week through no fault of the part of the employee, the Employer shall continue to pay the health and welfare contribution for a period of three (3) months following the month in which the decrease in hours takes place.
- 19.08 Effective the 30th day of May, 1995, the Employer agrees to pay the retail sales tax on Employer contributions to the United Food and Commercial Workers Union, Local 351 Health & Welfare Fund which is required by legislation within six (6) months of the 30th day of May, 1995, unless required to do so earlier by the Government.

ARTICLE 20 - PENSIONS

- 20.01 Effective January 1, 1998, the Employer agrees to contribute the sum of thirty (.30) cents per hour worked to a maximum of \$12.00 per week into a pension fund established by the Union and known as Canadian International Union Workers' Pension Plan. The Plan is administered by Benefit Plan Administrators Limited, Suite 200, 135 Queen's Plate Drive, Etobicoke, ON M9W 6V1.

Effective January 1, 1999, the contribution shall be increased to thirty-five (.35) cents per hour worked to a maximum of fourteen (\$14.00) per week.



ARTICLE 21 - TERMINATION

21.01 This Agreement shall remain in force from the date hereof until the 31st day of December, 2000 and shall continue in force and effect from year to year unless in any year not more than sixty (60) days and not less than thirty (30) days before the date of termination either party shall furnished the other with notice of termination, or proposed revision of, this Agreement.

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

Dated in Toronto this 28 day of NOVEMBER, 1997.

FOR THE UNION:

FOR THE COMPANY:

**UNITED FOOD AND
COMMERCIAL WORKERS,
LOCAL 351**

CANADIAN LINEN SUPPLY

Henry Kern

B. Kupschke

Lo Seohun

Rob Murphy

Derek McNeill

Carl Lett

Pina Medola