

COLLECTIVE AGREEMENT

Between

RUPERT CLEANERS & LAUNDRY LTD.

And



**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL NO. 247**

Chartered by the United Food and Commercial
Workers International Union, CLC

Term of Agreement:
December 1, 2013 to November 30, 2020

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2013 - 2020 AGREEMENT

Rupert Cleaners & Laundry Ltd.
340 McBride Street
Prince Rupert B C

This agreement entered between:

**United Food And Commercial Workers Union
Local 247**

Party of the First Part hereinafter
Referred to as the Union.

And

Rupert Cleaners & Laundry Ltd.

Party of the Second Part hereinafter referred to as the
Employer

WHEREAS:

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations among the Company, its employees, and the Union, and to set forth herein the basic agreement to be observed between the parties hereto:

NOW THEREFORE:

In consideration of the mutual covenants and agreement herein set forth, the parties hereto mutually agree as follows:

ARTICLE I - BARGAINING AGENCY

1. The Company agrees to recognize the Union as the sole bargaining agency for all employees coming under its jurisdiction, so long as the Union is the certified bargaining Representative for such employees affected by this Agreement. It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the local Union Policy. The Company further agrees that all employees not in the Union, shall within thirty (30) days from the date of their hiring, become and remain members in good standing of the United Food and Commercial Workers Union, Local 247, as a condition of continued employment.

2. A part-time employee is an employee engaged by the Company for a period of twenty-eight (28) hours or less per week. All employees shall become members of the Union as set out in Clause 1 above. The following shall apply to part-time employees:

- (1) For the first ten (10) employees or portion thereof the Company shall be permitted to employ one (1) part-time employee and in addition, for Saturday work only, the Company shall be permitted to employ other part time employees provided that full time employees have worked their normal workweek. Full time employees who have not worked a normal workweek may elect to work Saturday at regular pay.
- (2) The Company may, from May 15th to September 15th of any year, employ additional part-time employees providing no full-time employees shall be obliged to work less than a normal workweek.
- (3) For the next twenty employees or portion thereof, the Company will be permitted to employ three (3) part-time employees, and for every twenty (20) or portion thereof additional employees, the Company will be

permitted to employ one (1) additional part-time employee.

ARTICLE II - MANAGEMENT

The management, direction, demotion, promotion, hiring, discharging and transferring of employees is vested exclusively with the company, provided however, that such rights will not be used for discrimination against employees.

ARTICLE III - HOURS OF WORK

1. Forty (40) hours shall constitute a normal week.
2. A minimum lunch period of thirty (30) minutes after four (4) hours continuous work shall be granted all employees.
3. It is understood and agreed that overtime rates will be paid for any hours in excess of eight (8) in the day or forty (40) in the week, and will be paid as follows:

For the first four (4) hours over-time, time and one-half will be paid, thereafter double time.

4. It is agreed that twenty-eight (28) hours will become a minimum work week, but the minimum work week in

which Christmas or New Year's Day falls will be twenty (20) hours, the said twenty-eight (28) or the said twenty (20) to include hours paid for because of a Statutory holiday. For the purpose of calculating, a holiday shall consist of eight (8) hours. In the event of a plant being out of operation during normal working hours for a period exceeding seven (7) hours the said twenty-eight (28) hours shall be reduced by the amount of the said excess.

5. Anyone called to work and does not start work shall be paid for at least two (2) hours for that day.
6. Anyone who starts work shall be paid at least four (4) hours for that day.

ARTICLE IV - ADJUSTMENT OF GRIEVANCES

1. "Grievances means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, and the "party" means one of the parties to this Agreement.
2. All grievances shall be finally and conclusively settled without stoppage of work, and in the manner following:

- (a) To solve a grievance, an employee shall first either himself or accompanied by such person as he or she shall choose, discuss it with his foreman or supervisor, and if they agree, their decision shall be final.
- (b) Failing settlement within three (3) days of a grievance under Clause (a) or in the case of any other grievance, the particulars thereof shall be set out in writing by the party resorting to this procedure, and shall be delivered to the other party, and they shall forthwith confer upon the matter, and if they agree, their decision shall be final.
- (c) If the grievance is not settled pursuant to Clause (b) within seven (7) days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:
 - (1) The party desiring the Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
 - (2) The party receiving the notice shall, within five (5) days thereafter, appoint a member for the board and notify the other party of its appointment.

- (3) The two arbitrators so appointed shall confer to select a third person to be chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Labour Relations Board to appoint a third member.
- (4) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the chairman, provided the time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the Award of a majority of the Board shall be final and binding upon the parties and they shall carry it out forthwith.
- (5) Each party shall pay its own costs and expenses of the Arbitration, and the remuneration and disbursements of its appointee to the Board, and one-half the compensation and expenses of the chairman and of stenographic and other expenses of the Arbitration Board.

ARTICLE V - SAFETY AND HEALTH

The Company agrees to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment.

ARTICLE VI - SENIORITY

Where the skill, knowledge and efficiency are equal, seniority shall be the deciding factor, subject to the grievance procedure.

Probation Period

The probation period for new employees shall be thirty (30) days.

ARTICLE VII - HOLIDAYS, VACATIONS

1. The legal recognized holidays shall be as follows:

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

by the Federal and/or Provincial Governments under the factories Act. When a statutory holiday falls on a Saturday or Sunday, the following work day(s) will be observed. All work performed on days observed in place of statutory holidays will be paid for at the appropriate overtime rates.

2. In order to be eligible for Statutory Holiday pay an employee must:
 - (a) Have been employed on a full-time basis by the Company for a period of thirty (30) days before the holiday
 - (b) Have earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
 - (c) Have worked two (2) regular workdays preceding and two (2) regular work days following the holiday.
3. Part-time employees or full time employees who are not eligible or do not qualify for Statutory holiday pay shall be paid one and a half times (1 1/2) their straight time rate for the first four (4) hours, and two (2) times their straight

time rate thereafter, for the hours worked on such a holiday.

- (a) Subject to the Annual Holidays Act, the Company agrees to grant 4% vacation pay to all employees. 6% vacation pay to all employees who have been in continuous full time service of the Company for five (5) years or more, and 8% vacation pay to all employees who have been in continuous full time service of the Company for fifteen (15) years or more. It is understood that any employee who is entitled to vacation must take such vacation in the period between October 31st of one year and May 1st of the following year.
- (b) The right to determine the vacation period rests with the Company so as to ensure the continuous operation of the plant. The desires of the employees shall be given consideration. It is understood that seniority shall govern, if possible, the vacation so as not to curtail production.
- (c) In the event of severance of employment, the employee shall be entitled to the amount of vacation he has earned at the time of severance of his employment.

ARTICLE VIII - WAGES

1. The schedule or schedules of the wage and work classifications herein are part of this agreement, and the wage rates set out therein shall be paid.
2. The Company agrees that it will make payroll deductions of initiation fees, dues and assessments of the Union upon receipt of authorization signed by each employee. Such deductions shall be made no later than the fifteenth (15) day of each month, and all monies so deducted shall be transmitted immediately to the Union Official authorized to receive same.
3. The Company will give each employee a statement showing the number of hours at straight time rate and at overtime rate and total deductions for the amount earned.

WAGES

The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages, during such time as this Agreement is in force and provided that if any employee is receiving a wage rate in excess of the rates

herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement.

Start Rate 12.50

ARTICLE IX - GENERAL

1. No employee of the Company shall be required to make any agreement, either written or oral, with regard to employment to conflict in any way with this written agreement.
2. Employees shall devote the whole of their time and energies to the performance of their duties, and while employed shall not be concerned in any business or pursuit competitive to the Company.
3. The parties hereto agree that there shall be no strikes, lockouts, or cessation of work of any kind during the duration of this agreement.
4. A rest period of fifteen (15) minutes, morning and afternoon shall be given all employees. The privilege is not to be abused.

5. It is agreed that the company shall enter into a contract with the Medical Services Association to provide medical care to all full time employees classified herein who qualify in accordance with the requirements of the plan and who indicate their desire to be covered by the plan. This plan shall remain in effect for the duration of this agreement. In order to qualify for coverage under the M.S.A. an employee must have been on the payroll of the Company for a minimum of three (3) months.

Subject to the conditions set forth herein for eligibility, the Company agrees to pay seventy-five per (75%) of the initiation fee and seventy-five per cent (75%) of the premium for each month the employee is on the payroll.

6. Pursuant to ARTICLE 1, Clause 1, in the event of the Union intending to suspend a member for non-maintenance of membership, the Company shall be notified by the Union in writing, at least seven (7) days before such suspension.

ARTICLE X - SICK LEAVE

If an employee is unable to work, due to illness or non-compensable accident, any employees so qualified will be granted on (1) day sick leave without pay deduction, for every

month worked, cumulative to a maximum of twelve (12) working days in any one year.

- (a) In order to qualify for this benefit an employees must have been on the payroll of the Company on a full time basis for a minimum of six (6) months.
- (b) Sick leave will commence upon the first working day of sickness.
- (c) Sick pay will be calculated using the average of the last 10 working days.

ARTICLE XI - DURATION OF AGREEMENT

1. This AGREEMENT is to continue in force for the period from and including Dec.1st, 2008 to and including Nov. 30th. 2020, with an increase in wages equal to the Revenue Canada Cost of Living index for October 2013 and thereafter annually, with increases to commence on December 1st. 2013 and thereafter annually, to and including December 1st, 2020, and will continue in force from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this AGREEMENT, which is November 30th 2020, or immediately preceding the

Thirtieth day of November, in any year thereafter by written notice to require the other party to the Agreement to commence collective bargaining.

LETTER OF UNDERSTANDING NO.1 - RESPECT AND DIGNITY

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

Signed at Prince Rupert, British Columbia,
_____ day of _____, 2016.

Signed on behalf of the
Union
Party of the First Part

United Food and
Commercial Workers Union
Local 247

UFCW Local 247

Signed on behalf of the
Employer,
Party of the Second Part

Rupert Cleaners & Laundry Ltd.

Rupert Cleaners & Laundry Ltd.

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