

# COLLECTIVE AGREEMENT

Between

**KITIMAT UNDERSTANDING THE ENVIRONMENT  
(K.U.T.E.)**  
Kitimat, BC

And



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

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

**FIRST PRINTING**

*Errors and Omissions Excepted*

TERM OF AGREEMENT

**May 1, 2016 to May 1, 2018**

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

SUZANNE HODGE  
President

DAN GOODMAN  
Secretary-Treasurer

# INDEX

ARTICLE	DESCRIPTION	PAGE
<b>1</b>	<b>BARGAINING AGENCY</b> .....	<b>1</b>
<b>2</b>	<b>CLARIFICATIONS OF TERMS</b> .....	<b>2</b>
<b>3</b>	<b>MANAGEMENT’S RIGHTS</b> .....	<b>2</b>
<b>4</b>	<b>UNION SHOP</b> .....	<b>3</b>
4.5	Union Security .....	4
<b>5</b>	<b>STORE VISITS AND BULLETIN BOARDS</b> .....	<b>4</b>
<b>6</b>	<b>DEDUCTION OF UNION DUES</b> .....	<b>5</b>
<b>7</b>	<b>OVERTIME</b> .....	<b>6</b>
<b>8</b>	<b>MEAL AND REST PERIODS</b> .....	<b>6</b>
<b>9</b>	<b>GENERAL HOLIDAYS</b> .....	<b>7</b>
9.2	Full Time Employee General Holidays .....	7
9.3	Part-time Employees General Holidays .....	8
<b>10</b>	<b>VACATION PAY &amp; ENTITLEMENT</b> .....	<b>9</b>
<b>11</b>	<b>SENIORITY</b> .....	<b>10</b>
11.5	Full time - Basic work week .....	11
<b>12</b>	<b>CASUAL EMPLOYEES</b> .....	<b>11</b>
<b>13</b>	<b>DISMISSAL NOTICE OR PAY IN LIEU THEREOF</b> .....	<b>12</b>
<b>14</b>	<b>LEAVES</b> .....	<b>13</b>
14.1	Pregnancy Leave.....	13
14.2	Parental Leave .....	13
14.3	Family Responsibility Leave .....	14

14.4	Compassionate Care Leave.....	14
14.5	Funeral and Bereavement Leave .....	14
14.6	Jury Duty.....	15
<b>15</b>	<b>DISCIPLINARY ACTION .....</b>	<b>16</b>
<b>16</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>16</b>
<b>17</b>	<b>ARBITRATION PROCEDURE .....</b>	<b>18</b>
<b>18</b>	<b>EDUCATION.....</b>	<b>19</b>
<b>19</b>	<b>WAGES.....</b>	<b>20</b>
19.1	Start Rate .....	20
19.2	Lead hand .....	20
19.3	Foreman .....	20
<b>20</b>	<b>DURATION OF AGREEMENT.....</b>	<b>21</b>

## **COLLECTIVE AGREEMENT**

**BETWEEN:** Kitimat Understanding the Environment (K.U.T.E.), carrying on business in the City of Kitimat, in the province of British Columbia, hereinafter referred to as

### **“THE EMPLOYER”**

**AND:** THE UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 247 chartered by United Food and Commercial Workers International Union AFL-CIO-CLC, hereinafter referred to as

### **“THE UNION”**

**WHEREAS:** The Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and employees covered by this Agreement, to provide methods for the prompt, fair and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 1 – BARGAINING AGENCY**

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**1.1** Kitimat Understanding the Environment (K.U.T.E.) recognizes the United Food and Commercial Workers Union, Local 247 as the exclusive bargaining agent for all non-management employees employed at the recycling depot in the city of Kitimat, in the province of British Columbia covered by this Collective Agreement.

**1.2** Both parties recognize that Kitimat Understanding the Environment is a non-profit society that provides recycling services to Kitimat and surrounding areas, for homes and businesses. Kitimat Understanding the Environment is also a volunteer-supported organization that also offers unpaid work experience as well as community service as ordered or requested by the courts and other organizations.

## **ARTICLE 2 - CLARIFICATIONS OF TERMS**

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**2.1** In this Agreement, wherever the words 'he', 'his', 'her', or 'him' appears, it shall be construed as meaning any employee, male or female. Whenever the 'employee' or 'employees' appear, it shall mean any person or persons covered by this Agreement.

## **ARTICLE 3 – MANAGEMENT’S RIGHTS**

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**3.1** The Union recognizes and acknowledges that the management of the business and direction of the workforce are fixed exclusively with the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline any employee for just cause provided that a claim by an employee that they have been discharged or

disciplined without just cause may be the subject of a grievance;

- c) determine the nature and kind of business conducted by the Company, the methods and techniques of work, contents of jobs, the number of employees to be employed, the extension of operations or any part thereof, and to determine and exercise all other functions which shall remain with the Company except as specifically limited by the express provisions of this Agreement.

## **ARTICLE 4 – UNION SHOP**

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- 4.1** Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter, shall, within forty (40) hours after the commencement of his employment, apply for and maintain membership in the Union as a condition of employment excluding volunteers and community workers as per Article 1.2.
  
- 4.2** The Employer agrees to provide each new employee, at the time of employment, with material outlining to the employee, his responsibility in regard to Union membership as supplied by the Union and to provide the Union, in writing, with the name and address of each employee to whom they have presented the material, along with the employee's date of hire; contents of the material to be such that it is acceptable to the Employer.

**4.3** The Employer further agrees to provide the Union, quarterly with a list containing names of all employees who have terminated their employment during the previous month.

**4.4** The Employer agrees to provide the Union with any changes to the employee's address, phone number, classification, and rate of pay, on a quarterly basis.

**4.5 Union Security**

No employee shall be discharged, disciplined or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Employer's designate, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Company.

**ARTICLE 5– STORE VISITS AND BULLETIN BOARDS**

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**5.1** An authorized Representative or Executive officer of the Union shall be permitted, after notifying the Foreman, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union Representative or Executive officer, shall be carried on in a place provided for and designated by the Company. Time taken for such interview in excess of five (5) minutes shall not be on Company time. Time taken for such visits shall not disrupt the serving of customers.



**5.2** A case will be placed in the lunch room or another mutually agreed location and be designated for Union notices only. The Union agrees not to post material objectionable to the Employer.

## **ARTICLE 6 – DEDUCTION OF UNION DUES**

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**6.1** The Employer agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union.

It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union Policy.

The Employer further agrees, automatically, to deduct Union dues from the wages of new employees.

**6.2** The Employer shall remit once each accounting period to the Union:

- a) Monies deducted from the wages of its employees for Union initiation, fees, dues, assessments and hours paid;
- b) A statement showing each employee's name from whom deductions were made, and the amount of the deduction;
- c) A statement showing the names of the employees terminated and hired during the preceding accounting period;

- d) A statement provided twice annually, in January and September, showing the name, home address, telephone number, social insurance number and postal code of all bargaining unit employees.

Commencing with the first week of employment, Initiation Fees shall be deducted in ten (10) weekly installments.

## **ARTICLE 7 – OVERTIME**

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- 7.1** Daily overtime pay is time-and-a-half after eight hours worked in a day and double time after twelve (12) hours worked in a day.
- 7.2** Weekly overtime is time-and-a-half (1½x) after forty (40) hours worked in a week. Only the first eight (8) hours worked in a day count towards weekly overtime.
- 7.3** All overtime must have the prior approval of Management.

## **ARTICLE 8 - MEAL AND REST PERIODS**

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- 8.1** Employees working more than four (4) but less than six (6) hours will receive two (2) paid fifteen (15) minute rest breaks that can be combined to one thirty (30) minute lunch.
- 8.2** Employees working four (4) hours or less will receive one paid fifteen (15) minute break.

- 8.3** Employees working more than six (6) hours shall receive one fifteen (15) minute paid break and one half (½) hour paid lunch.
- 8.4** Wherever possible, meal and rest periods will be uninterrupted.

## **ARTICLE 9 - GENERAL HOLIDAYS**

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- 9.1** The following days shall be paid General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
1 <sup>st</sup> Monday in August	

and, if and when proclaimed by Federal or Provincial Governments, Heritage Day and all other public holidays proclaimed by the Dominion or Provincial Governments.

### **9.2 Full Time Employee General Holidays**

Provided he/she works his/her regular scheduled full work day before and after the holiday, unless absent due to bona fide illness or accident, full-time employees regularly working shall receive eight (8) hours pay for each such holiday.

### **9.3 Part-time Employees General Holidays**

Provided he/she works his regular scheduled full work day before, and after the holiday, unless absent due to bona fide illness or accident, employees regularly working shall receive pay for each such holiday in accordance with this article.

**9.4** All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week on the four (4) weeks preceding the week in which a General Holiday occurs, shall receive eight (8) hours pay at his regular hourly rate for each holiday.

**9.5** All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive six (6) hours pay at his regular hourly rate for each holiday.

**9.6** All part-time employees who have been employed thirty (30) calendar days or more, and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs, shall receive four (4) hours pay at his regular hourly rate for each holiday.

**9.7** All part-time employees who work less than ten (10) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs shall receive General Holiday pay equal to the number of hours

worked in the prior thirty (30) day period divided by fifteen (15).

## **ARTICLE 10 – VACATION PAY & ENTITLEMENT**

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- 10.1** Any full-time employee who, on the 1st day of January in each year has completed less than one (1) year of continuous service with the Company shall receive vacation pay in accordance with the provisions of the Employment Standards Act.
- 10.2** Full-time employees with one (1) year of service up to five (5) years of service shall receive two (2) weeks' vacation with pay.
- 10.3** Full-time employees with more than five (5) years of service shall receive three (3) weeks' vacation with pay.
- 10.4** When a Part-time employee takes a vacation after completing one (1) year of employment, vacation pay must be at least four per cent (4%) of the employee's total earnings from the previous year.
- After five consecutive years of employment, vacation pay increases to six per cent (6%).
- 10.5** A person who is employed for less than one (1) year is not entitled to take a vacation, but must be paid four per cent (4%) vacation pay on termination of employment.

Vacation pay is not payable if a person is employed for five (5) calendar days or less.

## **ARTICLE 11 - SENIORITY**

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**11.1** Seniority will be established and maintained for all employees in the bargaining unit, and is defined as an employee's most recent period of continuous service within the seniority group covered by this United Food and Commercial Workers Local 247 Collective Agreement.

New hires shall have a probationary period of ninety (90) days or two hundred and forty (240) hours worked whichever comes first. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.

A quarterly seniority report will be provided to the Union for posting on the Union board.

**11.2** Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority credits shall be converted to the seniority date based on one hundred and sixty (160) hours being equal to one (1) month of full-time service.

**11.3** Upon request, part time employees shall be granted a seniority hours credit for any time lost due to a workplace injury as approved by WorkSafeBC, maternity, paternity, adoption and all time paid by the Employer for funeral leave, jury duty and Union business.

**11.4** Upon request, part-time employees shall receive a seniority credit for absences of one (1) week or longer

to a maximum of one (1) year due to illness, injury from outside the workplace, and vacation.

The calculation will be based on the average number of hours worked during the four (4) weeks preceding the absence.

Employees seeking this credit must make a written application within four (4) weeks of their return to work.

Seniority date cannot be earlier than actual date of hire. In such cases the seniority date will be recognized as the date of hire.

#### **11.5 Full time - Basic work week**

The basic work week of an employee working full-time will be flexible and based on business needs, however no less than thirty-four (34) hours and no more than forty (40).

### **ARTICLE 12 - CASUAL EMPLOYEES**

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**12.1** All new hires for the Casual Department will be subject to the provisions of this Article 12. The seniority date of Casual Employees will be their date of hire.

**12.2** Casual Employees will not have any guaranteed hours and will be called in to work on an as-needed basis provided regular employees are receiving regular hours.

- 12.3** Casual Employees will be called in for work in accordance with the Employer's business needs based on qualifications, Seniority, availability, training, and job performance.
- 12.4** Casual Employees who are called in to work by the Employer and who refuse or fail to respond on six (6) or more occasions within a twelve (12) month period will lose their seniority and their employment with the Employer will cease unless the Casual Employee provides a justification for the refusals or failures to respond that is satisfactory to the Employer.
- 12.5** Casual Employees who do not work for the Employer within a period of twelve (12) months will lose their seniority and their employment with the Employer will cease.

## **ARTICLE 13 - DISMISSAL NOTICE OR PAY IN LIEU THEREOF**

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- 13.1** Employees regularly working full-time and upon dismissal by the Employer shall be given individual notice in writing or pay in lieu thereof, as follows:
- a) one (1) week notice in writing or pay in lieu thereof, to those who have completed sixty (60) or more consecutive days service as a full-time employee;
  - b) two (2) weeks' notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive years' service;



- c) three (3) weeks' notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive years' service;
- d) four (4) weeks' notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive years' service;
- e) the Employer agrees to pay severance pay on closing of one (1) week's pay up to two (2) years and one (1) week per year over two (2) years to a maximum of twenty (20) weeks' pay for full-time employees.

## **ARTICLE 14 - LEAVES**

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### **14.1 Pregnancy Leave**

A pregnant employee can take up to seventeen (17) consecutive weeks of unpaid leave. This leave may be extended by up to six (6) weeks if she is unable to return to work for reasons related to the birth or termination of the pregnancy.

### **14.2 Parental Leave**

A birth mother who has taken pregnancy leave is entitled to take up to thirty-five (35) consecutive weeks of unpaid leave. A birth mother who has not taken pregnancy leave is entitled to take up to thirty-seven (37) weeks of unpaid leave.

A birth father or an adopting parent is entitled to take up to thirty-seven (37) consecutive weeks of unpaid leave. This leave may be extended by up to five (5) weeks if the child requires an additional period of parental care.

Birth parents should try to give their Employers at least four (4) weeks written notice of their intention to take parental leave.

### **14.3 Family Responsibility Leave**

An employee can take up to five days of unpaid leave in each employment year to attend to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family.

### **14.4 Compassionate Care Leave**

An employee can take up to eight weeks of unpaid leave within a twenty-six (26) week period to care for a gravely ill family member. The employee must obtain a medical certificate which states that the family member is gravely ill with a significant risk of death within twenty-six (26) weeks.

### **14.5 Funeral and Bereavement Leave**

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for attending the funeral. The length of absence shall be up to three (3) days at the discretion of the

Employer. The term “immediate family” shall mean: spouse, parent, child, brother, sister, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, and grandchildren, or any relative living in the household of the employee.

In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

Employees may “split” either the three (3) days to cover off both bereavement and time to attend the funeral [i.e. two (2) days bereavement taken at the time of death and one (1) day taken for the funeral].

Part-time employees time off with pay shall be calculated on a prorated basis of hours worked during the four (4) weeks prior to the week the funeral leave was taken.

## **14.6 Jury Duty**

Any employee of the Employer summoned to appear for jury duty shall be paid wages, up to a maximum of five (5) working days, amounting to the difference between the amount paid them for such service and the amount they would have earned, provided that they would have worked if they had not been on such duty.

The Employer will pay up to a maximum of five (5) working days; any balance will be unpaid.

## **ARTICLE 15 - DISCIPLINARY ACTION**

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**15.1** No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in his or her absence, another member of the bargaining unit, selected by the employee. When a shop steward is present in the workplace, they shall be used as a witness for discipline unless the employee being disciplined chooses otherwise.

Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift.

A "disciplinary interview" is defined as a meeting with an employee where the Employer is intending to discipline the employee.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

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**16.1** A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application, or alleged violation of this Collective Agreement.

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**Step 1:** It is the mutual desire of the parties that complaints from employees shall be adjusted as quickly as possible and it is generally understood that an employee has no

grievance until he/she has discussed with the President of the board or his designate and given him/her an opportunity of adjusting the complaint before proceeding to Step 2.

**Step 2:** Within ten (10) working days of the alleged occurrence or subsequent to the response in Step 1 the Union may present the grievance in writing on behalf of the employee to the President or designate.

**Step 3:** The President or designate will render their decision, in writing, within Ten (10) working days from receipt of the Step 2 grievance.

Where a dispute involving a question of general application or interpretation occurs, the policy grievance shall be in writing and submitted at Step 2 of the grievance procedure.

If the grievance is not settled, either party may submit the grievance to Arbitration as outlined in Article 17.

In determining the time limits of the grievance procedure and arbitration process, Saturdays, Sundays, and Statutory Holidays shall be excluded.

Prior to presenting notice of discipline or discharge to an employee, the Employer will notify the employee of their right to Union representation at the meeting.

## **ARTICLE 17 - ARBITRATION PROCEDURE**

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**17.1** Disputes that are carried to arbitration shall be heard before an arbitration panel, or if the parties so agree, a sole arbitrator.

When either party requests that a grievance be submitted to arbitration as herein with provided, it shall notify the other party within thirty (30) days of the decision at Step 3. The Company and the Union shall attempt to agree to a Chairman within thirty (30) days. Should the parties be unable to agree to a Chairman, the matter shall be referred to the Labour Relations Board for determination.

No person may act as a board member who has been involved in an attempt to negotiate or settle a grievance.

The decision of a majority of the Board of Arbitration and failing a majority decision or in the case of a sole arbitrator, the decision of the Chairman will be final and binding upon the parties hereto.

Each of the parties hereto will bear the expenses of its board member to the Board of Arbitration; the parties will jointly bear the fees and expenses of the Chairman or sole arbitrator.

The Arbitration Board shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor add to or subtract from this Agreement, but shall base its

decision on the contractual rights of the parties as disclosed by this Agreement.

No matter shall be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.

## **ARTICLE 18 - EDUCATION**

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**18.1** If the Employer requires the employees to have forklift or other training, the training shall be on company time and the Employer shall reimburse the employee the cost of training subject to the provisions in Article 16.

The Parties agree that employees granted paid training shall resume employment with the Employer for a period of 3 months following completion of the course.

The employee is required to sign a written undertaking agreeing to repayment prior to taking the training.

If the employee granted training under this clause:

- a) Discontinues the program before its completion, without reasonable grounds; or
- b) Voluntarily ceases to be employed, except by reason of death or lay-off, before termination of the period they have undertaken to serve after completion of training, the member shall repay the Company the cost of the course.

## **ARTICLE 19 - WAGES**

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### **19.1 Start Rate**

The start rate shall be twelve dollars (\$12.00) per hour.

Date of ratification 2016 – Effective the first full pay period following ratification, all employees currently employed shall receive a fifty cent (\$0.50) increase.

Anniversary of Ratification Date 2017 - Effective the first full pay period following the anniversary of ratification date 2017, all employees employed at date of ratification shall receive a fifty cent (\$0.50) increase.

Employees hired after the date of ratification will receive a fifty cent (\$0.50) increase one year after the date of hire.

### **19.2 Lead hand**

The Parties agree that, to enhance the Company's ability to provide valuable service to the community, there shall be the option if needed to create the position of Lead hand. Employees appointed and scheduled by the Employer to work as a Lead Hand shall be paid at minimum fourteen dollars (\$14.00) an hour.

### **19.3 Foreman**

The Foreman will assist the Board with the overall operations of the plant and shall be paid at minimum sixteen dollars (\$16.00) an hour.




## **ARTICLE 20 - DURATION OF AGREEMENT**

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**20.1** This Agreement is effective from May 1, 2016 (Sunday After Ratification) to May 1, 2018 and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of desire to terminate such Agreement or to negotiate a revision thereof.

Signed this 15 day of APRIL, 2016.

For the Employer:

  
\_\_\_\_\_  
Peter King

For the Union:

  
\_\_\_\_\_  
Dave Baillie

# NOTES

# NOTES

# NOTES