

# **COLLECTIVE AGREEMENT**

BETWEEN

**RUPERT CLEANERS & LAUNDRY LTD.**  
Prince Rupert, 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**

December 1, 2020 to November 30, 2026

Dear Union Member:

You are holding one of the most important documents you will receive at your job: your union Collective Agreement.

This document is a contract between your employer and our union that sets out the workplace rights and terms and conditions of employment for all union members at your workplace.

Every part of this agreement was negotiated with your employer by a bargaining committee comprised of your coworkers and fellow union members.

This document ensures you have better conditions than those found in non-union workplaces. Together, with engaged and empowered union members, we are committed to improving it at every opportunity.

Please help us give meaning to this agreement by reading it, asking questions about the rights it contains, and working with us to enforce it.

If you think there may be a violation of this agreement at your workplace, you have a legal right to contact a Shop Steward or Union Representative for help.

Help us build a stronger union – your union.

In Solidarity,

DAN GOODMAN  
President

CATHY SHANNON  
Secretary-Treasurer

# INDEX

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
<b>ARTICLE 1 – BARGAINING AGENCY .....</b>		<b>1</b>
<b>ARTICLE 2 – MANAGEMENT.....</b>		<b>3</b>
<b>ARTICLE 3 – DEDUCTION OF UNION DUES.....</b>		<b>3</b>
<b>ARTICLE 4 – HOURS OF WORK .....</b>		<b>4</b>
<b>ARTICLE 5 – ADJUSTMENT OF GRIEVANCES .....</b>		<b>5</b>
<b>ARTICLE 6 – SAFETY AND HEALTH .....</b>		<b>7</b>
<b>ARTICLE 7 – SENIORITY .....</b>		<b>7</b>
Probation Period.....		7
<b>ARTICLE 8 – HOLIDAYS, VACATIONS .....</b>		<b>7</b>
<b>ARTICLE 9 – WAGES.....</b>		<b>9</b>
WAGES .....		9
<b>ARTICLE 10 – GENERAL .....</b>		<b>10</b>
<b>ARTICLE 11 – SICK LEAVE .....</b>		<b>11</b>
<b>ARTICLE 12 – DURATION OF AGREEMENT.....</b>		<b>12</b>
<b>LETTER OF UNDERSTANDING NO. 1 – RESPECT AND DIGNITY .....</b>		<b>13</b>



# COLLECTIVE AGREEMENT

**THIS AGREEMENT MADE THIS 1<sup>st</sup> DAY OF DECEMBER 2020.**

**BETWEEN:**

**RUPERT CLEANERS & LAUNDRY LTD.**  
(hereinafter referred to as the "Employer")

**AND:**

**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 247**  
(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 the employees covered by this agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them.

## **ARTICLE 1 – BARGAINING AGENCY**

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- 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 15<sup>th</sup> to September 15<sup>th</sup> 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 (20) 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 2 – MANAGEMENT**

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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 3 – DEDUCTION OF UNION DUES**

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1. The Employer agrees to automatically deduct from the wages of each employee covered by this Agreement, initiation fees, Union dues and assessments as may be adopted and designated by the Union. In the event of a change, the Union will give the Employer at least three (3) weeks' prior notice of the effective date change or deduction as the case may be.

Such Union dues deducted shall be indicated on the employee's T-4.

2. The Employer shall remit no later than fifteen (15) days after the preceding accounting period:
  - 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, employee number and social insurance number, and department from whom deductions were made, and the amount of the deduction(s);
- c) a statement showing the names, employee number, and social insurance number of the employees terminated and hired during the preceding accounting period;
- d) a statement showing the name, home mailing address including postal code, landline and/or mobile telephone numbers, social insurance number of all bargaining unit employees.

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

#### **ARTICLE 4 – HOURS OF WORK**

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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 (½) 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 5 – ADJUSTMENT OF GRIEVANCES**

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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 themselves or accompanied by such person as they shall

choose, discuss it with their 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 Arbitration.

3. Either of the parties may, within fifteen (15) days of a decision at Step 2 of the Grievance procedure, notify the other party in writing of its desire to submit the Grievance to Arbitration.

4. The parties agree to select a single Arbitrator.

5. The parties will attempt to agree upon the choice of a person to act as Arbitrator. Failing that, the Minister of Labour for British Columbia shall be requested to appoint the Arbitrator.

6. No person who was involved in the negotiations of the Agreement will serve as Arbitrator.

## **ARTICLE 6 – SAFETY AND HEALTH**

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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 7 – SENIORITY**

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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 8 – HOLIDAYS, VACATIONS**

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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 workday(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 ( $1\frac{1}{2}x$ ) their straight time rate for the first four (4) hours, and two times ( $2x$ ) 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 four percent (4%) vacation pay to all employees, six percent (6%) vacation pay to all employees who have been in continuous full-time service of the Company for five (5) years or more, and eight percent (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 31<sup>st</sup> of one year and May 1<sup>st</sup> 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 they have earned at the time of severance of their employment.

## **ARTICLE 9 – WAGES**

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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 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 full force and provided

that if any employee is receiving a wage in excess off the rates herein contained, such wage rates shall not be reduced by reason of signing this agreement.

Starting wage: \$18.00 per hour for three (3) months.

After three (3) months: Increased to \$20.00 per hour for twelve (12) months.

After a total of fifteen (15) months: Increased to \$22.00 per hour.

## **ARTICLE 10 – GENERAL**

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- 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 11 – SICK LEAVE**

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1. All employees after ninety (90) consecutive days of employment with the employer, shall be entitled to five (5) paid sick days in each calendar year.
2. Further to the above five (5) sick days, an employee is unable to work, due to illness or non-compensable accident, any employees so qualified will be granted one (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 employee 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 ten (10) working days.

## **ARTICLE 12 – DURATION OF AGREEMENT**

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This AGREEMENT is to continue in force for the period from and including December 1, 2020 to and including November 30, 2026, with an increase in wages equal to the Revenue Canada Cost of Living Index for October 2020 and thereafter annually, with increases to commence on December 1, 2020 and thereafter annually, to and including December 1, 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 30, 2026, or immediately preceding the thirtieth (30<sup>th</sup>) 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, this 27<sup>th</sup> day of March 2023.

**FOR THE EMPLOYER**



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Rick Fudger

**FOR THE UNION**



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Dave Baillie