

# Memorandum of Agreement

Between

White Spot Limited

And

CAW Canada Local 3000

The parties agree to recommend to their respective principles the following amendments to the current collective agreement.

*On behalf of White Spot*

*On behalf of CAW Local 3000*

  
\_\_\_\_\_  
*Denise Buchanan*

\_\_\_\_\_  
*Peter Smith*

Dated: January 17/2013

Dated: \_\_\_\_\_

## Article 5.01 General Holidays

Change language to:

The following days, and any other days declared as holidays by the Federal or British Columbia governments shall be paid general holidays:

New Year's Day  
**Family Day**  
Good Friday  
Victoria Day  
Dominion Day  
B.C. Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**Note: Canada Day is usually July 1st. If July 1st falls on Sunday, Monday July 2nd replaces July 1st as the statutory holiday.**

#### Article 6.04 Vacation Schedule

Delete current wording in 6.04 a) and replace with the following:

**Vacation schedules, running from April 1st of the current year to March 31st of the next year, will be placed on the bulletin board no later than January 1st. Employees in the top 50% of the seniority list, separated by service and back of the house, will have until February 15th to record their choice of vacation time. After February 15th and before March 1st, the balance of employees are to record their choice of vacation time. After February 15th for employees in the top 50% of the seniority list, and after March 1st for the remaining employees, employees who have not recorded their choice will not be able to exercise seniority rights for vacation purposes. The approved and assigned vacation schedule will be posted on March 15th.**

#### 14.01 Job Posting

Amend last line to read:

**The Employer will retain copies of the posting for a minimum of 1 year and upon individual request will provide a copy to the Union.**

#### 15.02 Local Health and Safety Meetings

Change language to:

The Company shall initiate and maintain regular monthly meetings with employees, one of whom will be a Shop Steward or Health and Safety Representative selected by the Union, from the specific restaurant, to examine, discuss, and make recommendations on all health and safety matters. Minutes arising from such meetings shall be distributed to the parties to this Agreement. **Time, date and attendees of the monthly Health and Safety Meeting will be noted on the work schedule.**

#### Article 17.01 Term

This agreement shall be effective from **January 16, 2013 until midnight of the 15th day of January, 2016**

## Appendix A Wages

Red Seal/Professional Cook  
**Agreed premiums as follows:**

	<b>Year 1 (Jan 16/13)</b>	<b>Year 2 (Jan 16/14)</b>	<b>Year 3 (Jan 16/15)</b>
Professional Cook 1	15 cents per hour	20 cents per hour	20 cents per hour
Professional Cook 2	40 cents per hour	45 cents per hour	45 cents per hour
Red Seal	65 cents per hour	70 cents per hour	70 cents per hour

## Wage Increases

January 16/2013	Gratuitied	Non Gratuitied	Start rate	6mth rate	1yr/Job rate
1% to Server and Lead Server rates Carhop \$10.35 start, \$10.50 at 6 months and at Job rate		Lead Line Cook 1	1%	1%	1%
		Line Cook 2, Entree	1%	1%	1%
		Line Cook 3, Fry	1%	1%	1%
		Line Cook 3, Fountain		1%	1%
		Prep Cook	1%	1%	1%
		Dishwasher		1%	1%
		Kitchen Porter		1%	1%
		Janitor	1%	1%	1%
		Greeter/Seater			1%
		Busser			
	Grandfathered Host: 1%				
January 16/2014	1% to all rates	1.5% to all rates			
January 16/2015	1.5% to all rates	1.5% to all rates			

Letter of understanding #5 re Closure

Add the following:

**(c) Carhop to be available for Greeter/Seater or Server in order to qualify for placement program.**

**(e) The Employer agrees to apply jointly with the Union for federal or provincial financial assistance to establish an Industrial Adjustment Committee. Applications will be made to the Federal Industrial Adjustment Service and the provincial Ministry of Social Development or the appropriate equivalent.**

**(f) An employee laid off as a result of closure may have their Basic Medical, Extended Health and Dental coverage extended for up to 2 months from date of closure provided they had this coverage prior to the announced date of closure and that they maintain payment for their portion of the premiums.**