

# COLLECTIVE AGREEMENT

Between



And



Effective: January 16<sup>th</sup>, 2019 – January 15<sup>th</sup>, 2022

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**PREAMBLE**

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote and maintain harmonious relations between the Company and the employee, to stabilize the industry, to elevate the trade, to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, unnecessary expense and avoidable delays in carrying on the work.

The parties recognize and agree that the special nature of the hospitality industry dictates special and particular considerations in relation to the terms and conditions for the members of the Union employed by the Employer. These special and particular considerations are dictated by a need to ensure that the public will be attracted to the Employer's place of business and that the public will favourably view the standards of service provided by the Employer, to the mutual benefit of the Parties to this Agreement.

**ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION**

**1.01 CERTIFIED BARGAINING AGENT**

The Company agrees to recognize and bargain collectively and exclusively with the Union, so long as the Union remains the certified bargaining agent of the employees.

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.
- (c) Where the convenience of the Company or an employee can be enhanced, without the interest of either being generally impaired, special shifts may be mutually arranged between an employee, the Employer and a representative of the Union.

**1.02 EMPLOYEES COVERED**

This Agreement shall cover all employees in the Restaurants except office employees or Managers.

**1.03 MANAGEMENT PERFORMING BARGAINING UNIT WORK**

Work customarily performed by the employees in the bargaining unit shall not be done by persons excluded from the scope and jurisdiction of this Agreement, except for the purpose of development, audit, quality control, on the job training, instruction of employees, in cases of emergency, or the current practice of management performing duties necessary to ensure the efficient and hospitable operation of the business.

**ARTICLE 2 - UNION RECOGNITION AND UNION SECURITY**

**2.01 UNION MEMBERSHIP**

All employees, as defined in Section 1.02 above who, at the date of signing of this Agreement, are members in good standing of the Union, or who later become members of the Union, shall as a condition of continued employment, maintain membership in good standing in the Union for the duration of this Agreement or any continuation or renewal thereof. All employees employed after this Agreement becomes effective shall become members of the Union upon completion of their first week of employment.

The Union shall distribute copies of the Collective Agreement to all employees within two (2) weeks of its printing and said printing shall take place within four (4) weeks of the ratification of the Agreement.

**2.02 UNION DUES - DEDUCTION**

The Company agrees to deduct, pursuant to written assignment of employees, from each pay period of the earnings of each employee, Union Dues and Initiation Fees from time to time fixed by the Union. In addition, assessments levied in accordance with the Constitution and By-laws of the Union will be deducted from members of the Union upon proper written notification from the Local Executive of the Union.

**2.03 UNION DUES - REMITTING**

- (a) The total amount so deducted shall be remitted with an itemized statement to the Secretary Treasurer of the Local Union within fourteen (14) days following each pay date.
- (b) The Company shall include Union Dues on all T-4 slips issued to employees.

**2.04 SHOP STEWARD RECOGNITION**

The Company agrees to recognize two (2) Shop Stewards as elected by the membership or alternately designated by the Union, in each unit and the Company shall accord a hearing to the Shop Steward for settlement of disputes and grievances.

A shop steward required to attend a grievance meeting in their home restaurant will not have such time deducted from their regularly scheduled shift.

**2.05 UNION ACCESS TO UNITS**

An authorized representative of the Union shall be permitted to enter the various units at any reasonable time in the interest of the employees covered by this Agreement, provided that the Manager on duty is first contacted, and that there will be no disruption of employees' duties.

**2.06 NOTICE BOARDS**

The Company agrees to provide the Union with an accessible protected Notice Board, that is visible to all staff, in each unit upon which the Union President or a delegate may post bulletins pertaining to Union business, election of officers, social and recreational events. The Company and the Union will confer on the placement of the notice board.

**ARTICLE 3 - UNION LEAVES OF ABSENCE**

**3.01 UNION LEAVE - LONG TERM**

Upon request to the Company's Labour Relations Representative, the Company shall grant a Leave of Absence without pay for a maximum period of three (3) years to no more than two (2) individuals bargaining unit wide who are selected or elected to:

- (i) A full time union position at the local or National Union level;
- (ii) An elected position at the Municipal, Provincial or Federal level;
- (iii) An elected or appointed position at the BC Federation or Labour of the Canadian Labour Congress.

An employee who obtains such Leave of Absence must return to the employ of the Company at the end of the selected term to retain employee status.

At the expiry of the elected term the Union may request and the Company shall grant an additional three (3) year extension period to the leave(s). It is understood that the maximum continuous period of leave(s) shall be six (6) years and thereafter by mutual agreement.



**3.02 UNION LEAVE - SHORT TERM**

The Company may grant a Leave of Absence without pay to employees who are selected to attend Union Conventions, to participate in negotiations involving the Employer, and for other Union business. Such leave will not be unreasonably denied.

Short term Union leave taken during an employee's regular working hours will be considered time worked for the purposes of average weekly hours required for benefits.

**3.03 UNION LEAVE - NOTICE**

In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this Leave of Absence, as set forth in Clauses 3.01 and 3.02 above, the Employer shall be advised in writing ten (10) days prior to the day on which the Leave of Absence is to commence. With regard to Article 3.02, the employee shall be advised of the Company's decision prior to posting of the schedule in which the leave of absence is to commence.

**3.04 UNION LEAVE - SENIORITY**

The Leave of Absence granted under this Article will not constitute a break in seniority and the employee shall have the option of maintaining contributions towards the various benefit plans, subject to the terms and conditions of these plans.

**ARTICLE 4 - DAYS AND HOURS OF WORK AND OVERTIME**

**4.01 HOURS PER DAY AND PER WEEK**

- (a) The regular hours of work shall not exceed forty (40) hours per week and eight (8) hours in a shift. Employees' days off shall be consecutive as far as is possible. In any dispute as to the necessity of departing from the pattern of two (2) consecutive days off, it shall be the responsibility of the Company to show that such departure is necessary to meet service requirements.
- (b) An employee will not be scheduled to work more than five (5) days in a work week. More than seven (7) consecutive days in two (2) work weeks may be scheduled if requested by the employee. The eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) shift shall be paid at double (2 x) the regular rate of pay.

**4.02 BANKED HOURS**

A maximum of one hundred and twenty (120) hours, converted to the equivalent of dollars based on the hourly rate at which it was earned, may be accrued and may be withdrawn by an employee in whole or in part at their regular rate at time of

withdrawal. In the event an employee also wishes time off, such time will be by mutual agreement and subject to the operating needs of the business.

(Parties agreed to use two thousand five hundred dollars (\$2,500) as the conversion maximum, with arrangements made during the life of the agreement to reduce any balances exceeding this amount to remain below the maximum. The Company will make available different methods to accommodate withdrawal of the balances, e.g. transfer to an RRSP and/or separate account or cheque.)

**4.03 OVERTIME - RECORDING**

Overtime shall be recorded daily on the time sheets and will be paid for the pay period in which the overtime occurs.

**4.04 OVERTIME - HOW ASSIGNED**

- (a) The response of employees requested to work overtime will be on a voluntary basis.

The Company and the Union recognize that the restaurant business cycle fluctuates, and consequently that specific daily scheduling requirements may fluctuate to reflect this reality. The Company and the Union agree that they have a mutual interest in ensuring the efficient and hospitable operation of the business.

When scheduled hours have been vacated due to an unexpected absence of an employee, or in an emergency, the Company will endeavour, where practicable, to cover such hours necessary to ensure proper and efficient operations. The Union agrees that when overtime is necessary, it will cooperate with the Company to make sure that employees are available to do the work.

- (b) Management shall offer such overtime in order of seniority to employees on shift in the classification where the overtime is needed.
- (c) Management shall then offer overtime to qualified employees on shift in a lower rated classification in order of seniority.
- (d) Management shall then offer overtime to employees not on shift in the classification in order of seniority.
- (e) Management shall then offer overtime to qualified employees not on shift in a lower rated classification in order of seniority.

- (f) Management shall then offer overtime to qualified employees on shift in order of seniority.
- (g) Management shall then offer overtime to qualified employees not on shift in order of seniority.

**4.05 OVERTIME - APPLICABLE RATE**

Employees requested to work overtime shall be paid overtime at the rate of the classification they are working on their shift, unless assigned to a higher rated classification, in such case, the job rate will apply.

**4.06 OVERTIME - REST PERIOD**

An employee accepting overtime which is expected to exceed two (2) hours shall be given a fifteen (15) minute paid rest period within the first two (2) hours of overtime, and further breaks will be in accordance with Articles 4.13 and 4.14.

**4.07 WORK SCHEDULES**

- (a) Management will post the work schedule, not later than 3:00 p.m. on Wednesday of each week and such work schedule will be brought up to date, in ink, daily by the Manager on shift.
- (b) There shall be no identifying marks or abbreviations used on the work schedule other than those agreed to by the parties of this Agreement (see Appendix "C").
- (c) An employee's posted work schedule will not be changed without his/her agreement, unless such change is caused by an emergency. When an employee agrees to switch a day(s) of rest and a day(s) of work, the provisions of Article 4.12 will not apply.
- (d) An employee's posted shift will not be changed without personal notice prior to leaving for work, unless such change is caused by an emergency.

**4.08 SPLIT SHIFTS**

- (a) Split shifts must fall within a twelve (12) hour period; shall not exceed eight (8) hours in duration; shall not be split more than once; and each segment be a minimum of two (2) hours.
- (b) All employees upon attainment of six (6) months service, required to work a split shift will be paid for all hours worked and in addition receive one (1) hour at their regular rate. Also, for these eligible employees, overtime on a split shift

will commence after eight (8) hours of work and will be paid at double the regular rate.

- (c) The assignment of split shifts will, where possible, be rotated among qualified employees.
- (d) A split shift shall not be scheduled for a shift which commences after 10:00 p.m. and finishes before 6:00 a.m.

#### **4.09 MINIMUM HOURS - GUARANTEE**

Employees will receive their regular hourly rate of pay for all hours worked with a minimum of four (4) hours pay, except that a minimum of two (2) hours pay at their regular rate will apply to students working on a school day. The guarantee will not apply in those instances where employees fail to start work at the time scheduled for their shift or are voluntarily absent on any part of the day that they are scheduled to work.

#### **4.10 CALL IN**

An employee's response to call-in is voluntary.

#### **4.11 UNPAID MEAL PERIOD**

Employees working a shift of more than five (5) hours shall receive an unpaid meal period of not less than one half ( $\frac{1}{2}$ ) hour commencing not earlier than two (2) hours after their shift started and not later than five (5) hours into their shift. Employees called back to work from a meal period shall be considered not to have had any portion of the meal period. They shall be given their applicable meal period later in their shift.

#### **4.12 REST PERIODS**

An employee working a shift of not less than four (4) hours shall receive one (1) fifteen (15) minute paid rest period. An employee working a shift of more than six and one half ( $6 \frac{1}{2}$ ) hours shall receive one (1) additional fifteen (15) minute paid rest period.

#### **4.13 BREAKS BETWEEN SHIFTS**

- (a) Employees will not be required to commence working a new shift until at least ten (10) hours have elapsed since ending their previous shift. For the purpose of clarity this time period does not apply in cases of call-in.
- (b) Should an employee be scheduled to work with less than ten (10) hours between shifts on two (2) separate work days, the employee is responsible for

advising the manager in order for the manager to be able to change the schedule.

- (c) If the schedule cannot be changed the employee has the following options:
  - (i) Decline to work the shift with no loss of hours in that work week.
  - (ii) Be paid at time and one half (1 ½ x) the regular rate between the eighth (8<sup>th</sup>) and tenth (10<sup>th</sup>) hour and be paid double (2 x) the regular rate for less than eight (8) hours.

**4.14 PREMIUMS DO NOT PYRAMID**

Premium payments shall not be pyramided. An employee shall receive whichever form of payment is the greater.

**4.15 CONTACT WITH JANITORS WORKING ALONE**

The Company agrees to make regular contact at least once per shift when janitors work alone.

**4.16 SENIORITY - SHIFTS AND HOURS**

- (a) Subject to the operating needs of the business, Management will recognize senior employees with respect to assignment of shifts and hours.
- (b) Preference for day shifts or night shifts shall be awarded by seniority to the greatest extent possible.

**4.17 LENGTH OF SHIFTS**

While Management is entitled to schedule shifts of various lengths as provided for in this Agreement, Management will endeavour to maximize the length of shifts before instituting shifts of lesser duration, subject to the operating needs of the business. For the purpose of this provision, the term operating needs will not include scheduling to avoid rest periods and meal breaks.

**ARTICLE 5 - GENERAL HOLIDAYS**

**5.01 GENERAL HOLIDAYS**

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 1<sup>st</sup>. If July 1<sup>st</sup> falls on a Sunday, Monday July 2<sup>nd</sup> replaces July 1<sup>st</sup> as the statutory holiday.

**5.02 HOLIDAY PAY - ENTITLEMENT**

Employees are entitled to holiday pay if they have worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the general holiday and have been employed for at least thirty (30) days with the Company.

**5.03 HOLIDAY PAY - EXCLUSIONS**

Employees who qualify for holiday pay under Article 5.02 shall not receive holiday pay if:

- (a) They are scheduled to work the general holiday and fail to do so, or
- (b) They fail to work their scheduled work day immediately preceding and following the holiday(s), unless such absence is for just and reasonable cause.

**5.04 HOLIDAY PAY - CALCULATION**

In calculating days worked for the purpose of Article 5.02 the following will be counted:

- (a) A regular work day;
- (b) Receiving weekly indemnity or Workers' Compensation benefits providing the employee is back at work on or before the general holiday occurs;
- (c) A bona fide illness not exceeding three (3) days or days of vacation, providing the employee has worked at least fifteen (15) days in the thirty (30) day period prior to their vacation or illness;

- (d) A bona-fide illness exceeding three (3) days, providing; the employee has worked at least fifteen (15) days in the thirty (30) day period prior to their illness and the employee is back at work on or before the general holiday occurs;
- (e) Approved leave of absence for Union business where such leave is for three (3) consecutive weeks or less.

**5.05 WORK ON GENERAL HOLIDAY**

In the event an employee works on a General Holiday, and qualifies for holiday pay under Article 5.02, he/she shall be paid time and one-half (1 ½ x) his/her regular hourly rate for all hours worked during that day and in addition have the average number of hours (excluding overtime) worked per shift during the previous thirty (30) days, or that number of hours (excluding overtime) worked on the General Holiday, whichever is greater, accrued as banked dollars.

And:

The rate to be used, when calculating the value of the average number of hours as set out above, will be the average rate for the previous thirty (30) days.

**5.06 WORK ON GENERAL HOLIDAY - NOT ELIGIBLE**

Employees who are not otherwise eligible for holiday pay, when required to work on a general holiday shall be paid at the rate of time and one half (1 ½ x) their regular hourly rate for all hours so worked on the general holiday.

**5.07 GENERAL HOLIDAY ON DAY OFF**

In the event a General Holiday falls on a day an employee is not scheduled to work or is on vacation, but who has qualified for holiday pay under Article 5.02, she/he will either be paid holiday pay for that day, or have the average number of hours (excluding overtime) worked per shift during the previous thirty (30) days accrued as banked hours.

**ARTICLE 6 - ANNUAL VACATIONS**

**6.01 VACATION ENTITLEMENT AND PAY**

- (a) An employee who has completed the Company service requirements listed below shall be granted a vacation and receive vacation pay as follows:

Company Service Requirement	Length of Vacation	Computation of Vacation Pay
1 Year	2 Weeks	4% of wages earned since previous vacation
3 Years	3 Weeks	6% of wages earned since previous vacation
10 Years	4 Weeks	8% of wages earned since previous vacation
20 Years	5 Weeks	10% of wages earned since previous vacation
30 Years	6 Weeks	12% of wages earned since previous vacation

- (b) Employees who cease employment part way through their year of employment shall be paid the appropriate vacation pay accrued to date of termination.

**6.02 VACATIONS - WHEN TAKEN**

Employees shall be entitled to receive their vacation in consecutive weeks except during the months of July, August and December when employees shall receive their vacation entitlement in a consecutive two (2) week period; an additional week(s) may be taken concurrently except when the efficient operations of the business would be adversely affected. Employees shall be entitled to withdraw their vacation pay up to six (6) times a year, or more by mutual agreement.

**6.03 VACATION PAY**

A maximum of four hundred (400) hours, converted to the equivalent of dollars based on the hourly rate at which it was earned, may be accrued as vacation pay and may be withdrawn by an employee in whole or in part at their regular rate at time of withdrawal.

(Parties agreed to use seven thousand five hundred dollars (\$7,500) as the conversion maximum, with arrangements made during the life of the agreement to reduce any balances exceeding this amount to remain below the maximum. The Company will make available different methods to accommodate withdrawal of the balances e.g. transfer to an RRSP and/or separate account or cheque.)

**6.04 APPROVED VACATION SCHEDULE - CHANGE**

If the Company requires an employee to change an approved and assigned vacation period, the employee shall receive one (1) week of vacation pay in addition to her/his regular entitlement.



**6.05 VACATION SCHEDULE**

- (a) Vacation schedules, running from April 1<sup>st</sup> of the current year to March 31<sup>st</sup> of the next year, will be placed on the bulletin board no later than January 1<sup>st</sup>. Employees in the top fifty percent (50%) of the seniority list, separated by service and back of the house, will have until February 15<sup>th</sup> to record their choice of vacation time. After February 15<sup>th</sup> and before March 1<sup>st</sup>, the balance of employees are to record their choice of vacation time. After February 15<sup>th</sup> for employees in the top fifty percent (50%) of the seniority list, and after March 1<sup>st</sup> 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 15<sup>th</sup>.
- (b) Selection of vacation time shall be by seniority in their classification, subject to a) above.

**ARTICLE 7 - BENEFIT PLANS**

**7.01 SEE APPENDIX "B"**

All eligible employees shall, subject to the conditions therein, have the benefit of the various plans for hourly rated employees outlined in Appendix "B".

**ARTICLE 8 - EMPLOYEE BENEFITS**

**8.01 UNIFORMS**

All uniforms or special articles of wearing apparel worn by employees while on duty shall be supplied and laundered by the Company free of cost to the employees. Efforts will be made by the Company to maintain all uniforms or special articles of wearing apparel worn by employees while on duty.

Pants will continue to be reimbursed at the Company's cost when they cannot be provided to employees.

**8.02 UNIFORMS - CLEANING ALLOWANCE**

Where employees are required to launder their own uniforms, an allowance of seventy cents (\$.70) per shift shall be paid to such employee.

**8.03 SWEATERS**

In the event that a server deems it desirable to wear a sweater at work, it shall be suitable and appropriate in colour. The Company will purchase the sweaters and make them available at wholesale price.

**8.04 MEALS**

There will be no deduction of monies for meals. The quality and variety of such meals will remain, as at present, within the discretion of the Company (see Letter of Understanding #2).

**8.05 JURY DUTY**

An employee, having six (6) months or more Company service, who is called for jury duty, or is subpoenaed to be present in court as a witness, will receive for each day of absence from work by reason of the subpoena or the jury duty, the difference between pay lost, computed at that employee's regular hourly rate for the number of normal hours the employee otherwise would have worked, exclusive of overtime and other forms of premium pay and the amount of jury fee received.

**8.06 PARENTAL AND FAMILY LEAVE**

(a) The Employment Standards Act sets out a number of leaves designed to help employees with their family responsibilities. These provisions apply to the employees covered by this Agreement. The most current information regarding leave provisions can be found at the Employment Standards website at <http://www.labour.gov.bc.ca/esb>.

(b) However, as a general guideline:

Parental Leave

Parental leaves are unpaid leaves which apply to birth mothers, birth fathers, and adopting parents, with additional provisions if the child has physical, psychological or emotional conditions requiring additional parental care.

Birth mothers are entitled to seventeen (17) weeks maternity leave, and up to sixty-one (61) additional weeks of unpaid parental leave immediately after pregnancy leave.

Non-birth parents and adopting parents are entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave.

Requests for leave must be in writing, supported by a medical certificate, and given to the employer at least four (4) weeks prior to the day the employee proposes to begin the leave.

- (i) Generally, pregnancy leaves begin no earlier than thirteen (13) weeks before the expected birth date, and end no later than seventeen (17) weeks after the actual birth date.
- (ii) The Company may require an employee to commence a leave of absence where her duties cannot reasonably be performed because of the pregnancy, and where alternative employment is not available.

The leave of absence shall continue until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

- (iii) During parental leave, the Company shall maintain the employee's coverage in the applicable benefit plans of Article 7 providing the employee continues to pay their share of the cost of the respective plans.
- (iv) The Company will be notified two (2) weeks in advance of the employee's anticipated date of return to work.
- (v) An employee returning from a pregnancy or parental leave will be returned to the position he/she held before the leave or a comparable position.
- (vi) The employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or parental leave unless the employee is absent for a period exceeding the permitted leave.

(c) Family Responsibility Leave

Family responsibility leave provides up to five (5) days unpaid leave to meet responsibilities related to immediate family care.

**8.07 BEREAVEMENT LEAVE**

An employee absent due to death in her/his immediate family during periods when she/he is both scheduled and available for work, shall receive three (3) days' pay for such time lost (and in the case of grandparents, brothers in law and sisters in law, sons in law and daughters in law, one (1) day off with pay if not residing with the employee). In the event an employee requests additional time off, such time without

pay may be granted by the Manager to a maximum of ten (10) work days. The above will only apply to the immediate family which includes children, spouse, parents, brothers, sisters, parents-in-law, step-parents and foster children and any relative residing permanently with the employee. The above benefits shall not be implemented during vacation, sick leave, leave of absence, or leave due to a work related injury. (It is understood that spouse includes same sex relationships). Should bereavement occur during an employee's vacation said employee will be placed on bereavement leave and the vacation period may be taken at an alternate time.

**8.08 INJURED OR SICK EMPLOYEES/RETURN - FROM APPROVED LEAVE**

- (a) Where an employee is injured or sick to the extent where medical attention is required, it shall be the responsibility of the Company to provide immediate transportation to and from the nearest medical facility.
- (b) An employee returning from an approved leave such as; sick leave, union leave, jury duty leave, parental leave, bereavement leave as provided in Article 8.07, or leave due to a work related injury, will return to the same job if it exists, or in the event that it does not, to a job similar in work content, and the average number of hours' per pay period they would have received had they not been on leave of absence. A doctor's certificate may be required to determine the type of work the employee is able to perform.

When an employee is available to return to work after an absence of more than one (1) scheduled work week and less than thirty (30) calendar days, he/she must advise the Company a minimum of twenty-four (24) hours prior to the posting of the work schedule on Wednesday 3:00 p.m. in order to be scheduled shifts and hours in that week. In case of absences of thirty (30) calendar days or more, a minimum of seventy-two (72) hours' notice must be given. Employees who do not advise the Company within these time frames will be accommodated on an on-call basis in that week.

- (c) The provision in b) above will also apply to employees who receive a personal leave of absence of less than three (3) months, granted in accordance with article 8.10 a).
- (d) An employee injured while working in the restaurant shall suffer no loss of earnings for the balance of hours scheduled on the day on which the work related injury occurs if as a result of such injury they are sent to the hospital or for medical attention and are declared unable to return to work.

**8.09 PAY FOR MEETINGS/TRAINING**

Employees requested by the Company to attend meetings, or required to take courses to upgrade their jobs or learn new jobs will be paid at the appropriate rate in

accordance with Article 4. Tuition costs of such training or required Industrial First Aid courses will be paid by the Company.

Employees shall have the opportunity to access the Learning Management System during their scheduled shifts and/or in store training/tasting sessions, either on a company provided device or their own device. If employees wish to access the system on their own time, they may do so.

#### **8.10 LEAVES OF ABSENCE**

- (a) A non-probationary employee may request a Leave of Absence. The request, in writing to the appropriate Manager, shall identify the date on which the leave will start; the date the employee will resume work; and the reasons for the leave. The request for a Leave of Absence will be presented at least twenty one (21) calendar days before the leave is to commence and the employee shall be advised of the Company's decision within a reasonable amount of time after such presentation but no later than fourteen (14) days prior to the commencement date of the leave. The granting of a Leave of Absence remains within the discretion of the Company. No leave will be unreasonably denied. The Leave of Absence shall be without pay and does not constitute a break in seniority or Company service.
- (b) Leaves of Absence will not be granted for the purpose of allowing employees to take other employment, or venture into business for themselves.

#### **8.11 TECHNOLOGICAL CHANGE**

When a job disappears because of a technological change, or change of production methods, the regular incumbent of such a job will keep the regular rate of the job from which she/he transferred for a period of two (2) years unless she/he is transferred to a higher rated job, subject to the right of the Company to assign such employee to any job which becomes vacant, providing she/he has the necessary qualifications and ability.

#### **8.12 REHIRES - APPROPRIATE RATE**

Employees who leave the service of the Company and who have qualified to receive the job rate of pay in one or more classifications, and who are subsequently rehired within one (1) year to fill a classification for which they are qualified will be paid the appropriate job rate of pay after thirty (30) calendar days of service. In all other respects they will be considered new employees and must re qualify for all benefits and privileges, and their new seniority date will be the date they are rehired.

**8.13 JOINT MANAGEMENT - UNION COMMITTEE**

The parties to this Agreement agree to retain a Joint Management Union Committee which will meet quarterly or as required to examine, discuss and make recommendations to the parties on all matters of mutual interest, such as accident prevention, workload issues, environmental issues, employee/employer relations, including wherever possible, advance notice of matters likely to significantly affect employee working conditions, and public and industrial relations. Minutes of these meetings shall be kept and copies posted on all bulletin boards.

**8.14 TRAINING PROGRAM**

Any employee, other than a designated head server, head carhop, or head grill cook who is requested by Management to teach any other employee the duties required for the job, will be paid a premium of sixty cents (\$.60) per hour for the time spent in training.

**8.15 SECURE PERSONAL ITEMS**

The Company will ensure that there are sufficient facilities for employees to securely store their personal valuables while on shift.

**ARTICLE 9 - SENIORITY AND LAYOFFS**

**9.01 PROBATIONARY PERIOD**

Employees will be considered on probation until they have worked thirty (30) work days or sixty (60) calendar days whichever occurs first. If found unsuitable during such period, such employees will not be retained in the service of the Company. Upon completion of the probationary period, the employee will be credited with seniority dating back to the first (1<sup>st</sup>) day of the thirty (30) work days or the first (1<sup>st</sup>) day of the sixty (60) calendar days probationary period.

**9.02 SENIORITY LIST**

- (a) The Company shall provide quarterly to the Local Representative of the Union, a list of hourly employees for each restaurant which will include names, addresses, telephone numbers, email addresses, actual wage rates, seniority dates and classifications.
- (b) The Company shall provide quarterly, to the shop steward and the Local, a list of hourly employees which will include names, email addresses, actual wage rates, seniority dates and classifications.

**9.03 TERMINATION OF EMPLOYMENT**

Termination of employment and loss of seniority shall result from any of the following:

- (a) Discharge for just and reasonable cause and not reinstated under the terms of this Agreement;
- (b) Voluntary termination of his/her employment;
- (c) Continuous absence for three (3) days without permission of the Company, unless the employee was absent for reasons beyond their control;
- (d) Continuous layoff for a period exceeding six (6) months for employees with less than three (3) years seniority or twelve (12) months for employees with three (3) or more years seniority;
- (e) A failure to return to work within four (4) working days after being recalled from lay off, without just and reasonable cause. Just and reasonable cause will include refusal of a recall of less than four (4) continuous weeks of work of less than an average of twelve (12) hours of work per week.

**9.04 BREAK IN SENIORITY**

Any break in seniority shall cancel seniority previously accrued. New seniority can be acquired after such breaks only after re employment, in which case seniority shall date from such re-employment.

**9.05 LAYOFF NOTICE**

- (a) In the event of a layoff of staff within a restaurant, which is expected to exceed three (3) months, the President of the Union and affected employee(s) who have completed a period of employment of at least six (6) consecutive months, will be notified not less than fourteen (14) calendar days in advance of any resultant layoff, or receive pay in lieu thereof, or a combination of same. Upon completion of three (3) consecutive years of service, an employee will receive one (1) additional weeks' notice or pay in lieu thereof and for each subsequent completed year of service an additional weeks' notice, or pay in lieu thereof to a maximum of eight (8) weeks' notice, or pay in lieu thereof, or a combination of same. The period of notice shall not coincide with an employee's annual vacation.
- (b) An employee who has completed a period of employment of at least six (6) consecutive months shall receive severance pay subject to Article 9.05 a) should the layoff exceed three (3) months.

- (c) The Company agrees to provide notice of closure of a restaurant (if such closure is within the control of the Company) to the Union and the affected employee(s) at least three (3) months prior to the effective date of the closure, or pay in lieu thereof. Should an employee under such notice be offered and take work with the Company in accordance with Article 9.07, any pay due the employee in lieu of notice shall be reduced proportionately.

**9.06 LAYOFF PROCEDURE**

When layoffs occur within any restaurant the last employee hired shall be the first employee to be laid off, based on length of service within the particular restaurant, it being understood that:

- (a) An employee will be laid off if more senior employees have the qualifications to perform the necessary work;
- (b) An employee in a higher classification may be demoted to their former classification without a loss of seniority;
- (c) Employees transferred from another restaurant shall be considered the last employees hired in that classification but will retain their seniority and Company service for the purpose of demotion or layoff within the restaurant;
- (d) Any laid off employee may request recall to another restaurant when a layoff exceeds one (1) month;
- (e) An employee demoted to a lower classification under Article 9.06 shall be offered his/her previous classification should work in the previous classification once again become available within six (6) months from date of the initial demotion.

**9.07 RECALL PROCEDURE**

A new employee(s) will not be hired while another employee(s) who has completed their probationary period is on layoff which is expected to exceed three (3) months, it being understood that:

- (a) The Company may recall such laid off employee to any job which becomes vacant;
- (b) The employee must have the necessary qualifications and ability;
- (c) An employee(s) may not refuse a recall without just and reasonable cause.



**9.08 RECALL PROCEDURE**

Laid off employees shall be called back in the reverse order in which they were laid off. The Company shall give notice of recall from layoff by registered letter to the last recorded address of the employee and the Union will receive copies of such letters. Employees shall keep the Company advised of their current addresses.

**ARTICLE 10 - DISCIPLINE**

**10.01 NO DISCRIMINATION FOR UNION ACTIVITY**

There shall be no discrimination against any employee for being a member of the Union or for fulfilling the duties of an Officer or committee member of the Union.

**10.02 JUST AND REASONABLE CAUSE**

The Employer shall not dismiss or discipline an employee bound by this Agreement except for just and reasonable cause.

During the grievance procedure the Employer will provide to the Union the nature and reasons for an employee being disciplined.

**10.03 ACCOMPANIMENT BY SHOP STEWARD**

If employees so desire, they may be accompanied by their Shop Steward (or in the Shop Steward's absence, another member of the Union) when meeting with a member of Management.

**10.04 RECOGNITION OF LEGAL PICKET LINES**

An employee covered by this Agreement will not be required to cross a legal picket line.

**10.05 ACCESS TO PERSONNEL FILE**

- (a) Upon adequate notice to the Manager, an employee shall have reasonable access to review their personnel file in the restaurant.
- (b) An employee may register their written objection to any entries on file which shall also then be included in the file.
- (c) Whenever an employee signs a document pertaining to discipline they do so only to acknowledge that they have been notified accordingly.

**10.06 WORKING CONDITIONS CONTINUE**

All working conditions at present in force which are not subsequently mentioned in this Agreement and which are not contrary to the general purpose and intent of this Agreement shall continue in full force and effect.

**10.07 DISCIPLINARY LETTERS TO UNION**

The Local Representative of the Union will receive a copy of all disciplinary letters presented to employees including those covering suspensions or discharge. Disciplinary letters will be removed from an employee's personnel file after the expiration of twenty-four (24) months from the date of issue provided that there have not been any further incidence of a disciplinary nature.

**ARTICLE 11 - MANAGEMENT RIGHTS**

**11.01 RIGHT TO MANAGE**

Nothing in this Agreement shall detract from or interfere with the right of Management to suspend, transfer, layoff, or discharge employees for just cause.

**11.02 RIGHTS NOT INCONSISTENT WITH AGREEMENT**

The entire Management of the operation and the direction of the Company's undertaking is vested exclusively in the Company, and the Union shall not in any way interfere with those rights. It is understood that such rights shall not be used or exercised in any way inconsistent with the terms and provisions of this Agreement.

**ARTICLE 12 - GRIEVANCE PROCEDURE**

**12.01 GRIEVANCE PROMPTLY DISCUSSED**

It is agreed that any grievance or dispute arising out of the interpretation, application, administration, or alleged violation of the provisions of this Agreement including whether a matter is arbitrable, shall be promptly discussed with the parties hereto who shall diligently cooperate with each other in an effort to adjust such a grievance as quickly as possible.

It is understood that certain steps of the grievance procedure may be by passed by mutual agreement and that issues involving suspensions or terminations may proceed directly to Step 2.

**12.02 GRIEVANCE PROCEDURE**

- (a) The agreed procedure for adjusting all grievances and disputes shall be as follows:

Step 1:

The grievance shall be discussed between the employee(s) and the Manager concerned within ten (10) calendar days from the date of the incident. The employee(s) may request to be accompanied by a Shop Steward (or in the Shop Steward's absence, by another member of the Union). The Manager or his/her representative shall respond to the employee within five (5) days of such discussion. Should the Manager or his/her representative fail to respond within this five (5) day period, then the grievance will be deemed to be denied by the Manager.

Step 2:

In the event of failure to reach an agreement under the provisions of Step 1, the Shop Steward and/or Union Representative may, within ten (10) calendar days from the discussion in Step 1, discuss and attempt to settle such grievances with the District Manager and the Manager concerned. The District Manager or his/her representative shall respond to the employee within five (5) days of such discussion. Should the District Manager or his/her representative fail to respond within this five (5) day period, then the grievance will be deemed to be denied by the District Manager.

Step 3:

If an agreement is not reached under Step 2, the Union will, within seven (7) calendar days from the discussion in Step 2 notify the Company's Labour Relations Representative in writing of the nature of the grievance and a grievance hearing will be held within ten (10) calendar days from the date of receipt of the written grievance between the Company and the Union. The Labour Relations Representative or his/her representative shall respond to the employee within five (5) days of such discussion. Should the Labour Relations Representative or his/her representative fail to respond within this five (5) day period, then the grievance will be deemed to be denied by the Labour Relations Representative.

- (b) In the event of failure to reach an agreement under Step 3, the grievance may then be submitted to a Board of Arbitration.
- (c) Where an employee's pay is involved, the time limit in Step 1 will be thirty (30) calendar days and the time limits in Step 2 and Step 3 will not apply.

- (d) In the event of a grievance respecting an employee's pay, the President of the Union or the Union Representative shall, upon request to the Restaurant Manager, have access to the time sheets. In the event that the matter is unresolved, the President of the Union or the Union Representative shall, upon request to the Company's Labour Relations Representative, have access to the pay records at Head Office.
- (e) The Union or the Employer may file policy grievances and such grievances shall be admitted at Step 3 of the grievance procedure.
- (f) No technical error or omission will render a grievance inarbitrable.

**12.03 ROSTER OF ARBITRATORS**

Thirty (30) calendar days shall be allowed for setting up of a Board of Arbitration. The parties shall mutually agree upon and appoint a third party who shall be the sole arbitrator.

**12.04 FAILURE TO AGREE ON SOLE ARBITRATOR**

In the event of failure of the parties to agree on the sole arbitrator, the Minister of Labour shall be requested to appoint the sole arbitrator.

**12.05 ARBITRATION EXPENSES**

- (a) All expenses incurred by the sole arbitrator shall be paid equally by the parties. Each party shall pay its own costs.
- (b) The decision of the sole arbitrator shall be final and binding on both parties.

**12.06 TIME LIMITS**

A grievance or dispute shall commence and proceed through the steps of the grievance procedure within the time limits provided. The time limits may be extended by mutual consent of the parties.

**12.07 ARBITRATION DECISION**

It is agreed that a sole arbitrator or a Board of Arbitration, will be required to submit a decision to the parties in writing within two (2) weeks of the conclusion of the arbitration hearing with reasons to follow at the Chairperson's discretion, but no longer than three (3) months from the date of the hearing.

**12.08 DECISION NOT INCONSISTENT WITH COLLECTIVE AGREEMENT**

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to alter, modify, or amend any part of it.

**12.09 ALTERNATIVE TO ARBITRATION**

As an alternative to arbitration, the parties may, by mutual agreement, elect to pursue an alternate dispute resolution.

**ARTICLE 13 - CLASSIFICATIONS AND WAGE RATES**

**13.01 SEE APPENDIX "A"**

The classifications and wage rates for the effective period of this Agreement shall be those attached hereto in Appendix "A".

**13.02 HIGHER RATES "RED CIRCLED"**

Employees who are currently receiving a rate of pay in excess of the new rate of pay for their job classification will have their rate "red circled" and protected until such time as subsequent rate increases to their job classification exceed their protected rate, at which time they will receive the correct rate of their job classification.

**13.03 NEW CLASSIFICATIONS**

When a bona-fide new classification is to be established which cannot be properly placed in the existing wage scale by mutual agreement, Management will establish the classification and rate on a temporary basis. Written notification of the temporary rate and classification will be furnished to the President of the Union within seven (7) calendar days of establishment.

**13.04 RESOLUTION OF DISPUTE**

If, fourteen (14) calendar days after such notification, the Company and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to arbitration in accordance with Section 12.02 of Article 12 of this Agreement.

**13.05 ARBITRATION AUTHORITY**

It is specifically agreed that no Board of Arbitration shall have the authority to alter or modify the existing classifications or wage rates but it shall have the authority, subject to the provisions of this Agreement, to determine whether or not the new

classification or wage rate has been set properly within the framework of the established classification and rate schedule.

**13.06 RATE RETROACTIVITY**

If the Board of Arbitration sets a new rate higher than the temporary rate, it shall be applied retroactively to the date of the establishment of the temporary rate and classification.

**13.07 TEMPORARY ASSIGNMENT**

- (a) An employee temporarily assigned for two (2) hours or more, cumulative, in any one (1) shift, to a higher rated position, shall receive the appropriate rate while occupying such position. Employees temporarily assigned to lower rated positions shall not have their rate reduced. An employee in training, i.e. under the supervision of a qualified person within that classification, will not be considered as on a temporary assignment.
- (b) When an employee is temporarily assigned to a lower paid classification as a result of the employee's choice, not the Company's operational need, the employee will be paid the appropriate rate of pay.

**ARTICLE 14 - JOB POSTING**

**14.01 JOB POSTING - PERIOD**

When a bona-fide new classification is to be created or a job vacancy occurs, a suitable advice notice will be posted for not less than seven (7) calendar days in the restaurant affected. The posting will include the classification, qualifications, key responsibilities and anticipated initial shift(s). Postings will not be required for busser or dishwasher vacancies. However, an employee who has indicated in writing that he/she wishes to be transferred to the position of busser or dishwasher, shall be transferred prior to the hiring of a new employee into the position, subject to the provisions of Article 14.02 and 14.05.

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

**14.02 JOB AWARD - FACTORS**

Qualifications, ability and seniority shall be the determining factors in selecting applicants. Seniority shall be the governing factor if there is more than one (1) qualified applicant.

**14.03 TRANSFER FROM ANOTHER UNIT**

In the event a qualified applicant is not available, a qualified employee may be transferred from another unit. The Company also agrees to accommodate where possible the requests of employees for transfers, subject to the operating needs of the business.

**14.04 TRIAL PERIOD**

The successful applicant on a job vacancy shall be considered to be on a trial period for up to fifteen (15) work days. During the trial period, an employee who fails to demonstrate her/his ability to perform the job or who chooses not to retain the position shall be returned to her/his former position without a loss of seniority.

**14.05 APPLICATIONS DURING ABSENCE**

Management will accept written applications in advance from employees for job openings referred to in Article 14.01 which may occur during an employee's annual vacation or Leave of Absence. Such applications will only be effective for the period of the annual vacation or Leave of Absence.

**ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY**

**15.01 EMPLOYER RESPONSIBILITY**

The Employer agrees that it is the responsibility of the Employer to abide by all applicable legislation and regulations and to make reasonable provisions for the Health and Safety of all employees during the hours of their employment and to provide proper training and instruction on safe work practises. The Employer will post a "Maintenance Needs", list to track specific equipment concerns that employees may have. The employee will date and sign any related concerns that they note on this list. The Local Health & Safety Committee will review these concerns as part of its monthly meeting agenda.

**15.02 LOCAL HEALTH AND SAFETY MEETINGS**

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.

**15.03 DISCLOSURE INFORMATION**

- (a) In order to maintain a cooperative interest in safety, employees will inform management as soon as practical of all injuries resulting from accidents occurring in the work place.
- (b) The Union and the employees agree that employees share responsibility for their safety and health and agree to cooperate fully with the Employer on all matters of health and safety.
- (c) The Company will notify the Union by way of their Representatives to the Joint Health and Safety Liaison Committee of new chemicals which are to be tested at least thirty (30) days prior to their proposed introduction.

The Company agrees where possible to provide written information as requested by the Union regarding new chemicals prior to their proposed introduction.

**15.04 RIGHT TO ACCOMPANY INSPECTOR**

The Shop Steward or Health and Safety Representative from the specific restaurant may, subject to availability, accompany an inspector of the WorkSafe BC on an inspection tour.

**15.05 ACCESS TO REPORTS AND RECORDS**

The Shop Steward or Health and Safety Representative from the specific restaurant shall have full access to reports and records relative to occupational health and safety which are in the possession of the Employer.

**15.06 JOINT HEALTH AND SAFETY LIAISON COMMITTEE**

The Company and the Union agree to a Joint Health and Safety Liaison Committee consisting of not more than five (5) employees selected by the Union and not more than five (5) Company Representatives who shall meet on a quarterly basis. It is agreed that a primary function of this Committee is to review the minutes and efforts of the Joint Committees referred to in Article 15.02. Minutes of these meetings shall be kept and copies posted on all bulletin boards with copies forwarded to the Company, the Union, and the WorkSafe BC. The Company agrees to implement the recommendations of the Joint Health and Safety Liaison Committee within a reasonable time period. The Company will provide information regarding recommendations not implemented prior to the next scheduled meeting of the Committee.



**15.07 PAY FOR ATTENDING MONTHLY MEETINGS**

The Employer agrees that an employee carrying out his/her responsibilities as provided in Article 15.02 will be paid their regular hourly rate for such time.

**15.08 NOTIFICATION TO AUTHORITIES OF HAZARDOUS SUBSTANCES**

No employee may be disciplined for notifying the appropriate authorities of a release of hazardous substances to the air, earth or water systems. However, it is expected that the Employer will be notified first. This notification would give the Employer the opportunity to take prompt remedial action.

**15.09 REIMBURSEMENT FOR MEMBERS ATTENDING ANNUAL SEMINAR**

The Employer agrees, on an annual basis, to reimburse one hundred percent (100%) of regular earnings lost by up to four (4) Union Committee Members for attending the annual seminar sponsored by the Union for instruction and upgrading on health and safety matters.

**15.10 SAFETY INSPECTIONS**

Upon request to the appropriate Company Representative, Union Representatives shall be granted access to the workplace at a mutually agreeable time for Health and Safety Inspections with the Local Health and Safety Representatives.

**15.11 ACCIDENT AND NEAR-MISS INSPECTIONS**

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. As well, releases of hazardous substances to the air, earth or water systems must be investigated.

A Union Committee member and an Employer Committee member or either of their designates, where feasible, shall investigate the accident. The appropriate governmental inspection agency shall be notified as required.

Accident Investigation reports shall contain:

- (1) The place, date and time of the accident;
- (2) The names and job titles of persons injured, if applicable;
- (3) The names of witnesses;
- (4) A brief description of the accident;
- (5) A statement of the sequence of events which preceded the accident;
- (6) The identification of any unsafe conditions, acts or procedures which contributed in any manner to the accident;
- (7) Recommended corrective actions to prevent similar occurrences;
- (8) The names of the persons who investigated the accident.

**15.12 RIGHT OF REFUSAL**

No employee shall be discharged, penalized or disciplined for refusing to carry out any work process or operate any equipment where they have a reasonable cause to believe that it would create an undue hazard to the health or safety of any person.

There shall be no loss of pay, seniority or benefits during the period of refusal. However, the employee is required to immediately report the circumstances of the unsafe condition to the Employer who will investigate the matter and attempt to resolve it. If the matter remains unresolved, further investigation will be required including the Employer, the employee, and the Union Representative of the Health and Safety Committee or a designate. If the matter still remains unresolved, the Employer and the employee or a Union Representative shall notify an Officer of the WorkSafe BC for investigation and decision orders if required. The employee may be assigned temporarily to alternative work until the matter is resolved.

**ARTICLE 16 - HUMAN RIGHTS**

**16.01 DISCRIMINATION/HARASSMENT PROHIBITED**

The Company and Unifor agree that discrimination and/or harassment of or abusive conduct towards any employee because of any prohibited grounds, as stated in the provincial Human Rights Code is absolutely prohibited. These grounds include sex, colour, national origin, religion, age, marital status, sexual orientation, or disability. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this code of conduct will constitute grounds for discipline.

Properly discharged supervisory responsibilities, including the delegation of work assignments, and/or the assessment of discipline, do not constitute harassment. Neither is the intention of this language to inhibit free speech or interfere with normal social relations.

**16.02 HARASSMENT AND HUMAN RIGHTS**

Sexual or human rights harassment could include any deliberate and/or repeated, unwelcome behaviour, comment, gesture, or contact that might on reasonable grounds be perceived as creating an uncomfortable working environment, or placing a condition of an inappropriate nature on employment or any opportunity for training or promotion.

**16.03 COMPLAINT PROCEDURE**

If an employee believes that he/she has been harassed or discriminated against on the basis of any prohibited ground, there are specific steps he/she should take to put a stop to it:

- Request the alleged harasser(s) to stop;
- Inform the individual(s) that the behaviour is unwanted and unwelcome.

In the event this doesn't put a stop to the behaviour, or the harassment is of a serious nature, or if the employee does not feel comfortable confronting the alleged harasser(s), he/she should immediately document the events and bring his/her concerns to the attention of his/her manager or Company or Unifor Local or National Representative.

All formal complaints will be investigated promptly, thoroughly and jointly in a manner that protects the privacy interest of all involved - the accused offender as well as the complainant. The name of the complainant or the accused offender or the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purpose of investigating the complaint or taking related disciplinary measures. The individual accused of harassment has the right to know and respond to all allegations. The Company will take actions it considers appropriate to resolve the complaint. Should the complainant decide appropriate action has not been taken; a grievance may be filed and admitted at Step 3 of the grievance procedure.

**16.04 RIGHT OF ARBITRATOR**

- (a) An Arbitrator or Arbitration Board hearing a complaint or grievance under this article shall have jurisdiction to:
  - (i) Dismiss the complaint or grievance;
  - (ii) Determine the appropriate redress regarding the complaint or grievance.
- (b) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

**16.05 TRANSFER OF HARASSER**

Where the harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

**16.06 FRIVOLOUS COMPLAINTS**

Frivolous complaints have a detrimental effect on the spirit and intent of this policy and should be discouraged. Likewise, intentionally accusing someone of harassment knowing the accusation to be false is a serious matter and will be dealt with accordingly.

**16.07 REDRESS THROUGH EXTERNAL LEGAL AVENUES**

Nothing in this article shall be considered to negate the entitlement of an employee to seek redress through external legal avenues.

**16.08 VIOLENCE IN THE WORKPLACE**

The Employer agrees that it is the responsibility of the Employer to abide by all applicable WorkSafe BC and other legislation related to the prevention of violence in the workplace.

Any employee who is subject to an act of violence or a threatened act of violence should report the matter to his/her manager who shall take appropriate action.

**ARTICLE 17 - DURATION OF AGREEMENT**

**17.01 TERM**

This Agreement shall be effective from January 16, 2019 until midnight of the 15<sup>th</sup> day of January, 2022 and thereafter from year to year subject to the right of either party to give written notice to the other party, to commence collective bargaining. In either case, time limits must be in accordance with the relevant Provincial Statute, and this Agreement shall remain in force during negotiations for its renewal or amendment.

**17.02 SECTION 50, SUBSECTION (2) & (3) EXCLUDED**

It is mutually agreed that the operation of Sub Sections 2 and 3 of Section 50 of the Labour Relations Code of British Columbia is specifically excluded from this Agreement.

**17.03 NO LOCK-OUT, NO STRIKE**

During the term of this Agreement the Company agrees that there shall be no lock out of employees and the Union agrees that there shall be no strike.

**17.04 FULL FORCE AND EFFECT**

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect as neither party shall make any change in the terms



**APPENDIX "A" - WAGES**

Upon ratification of this Agreement, the following premiums will be implemented:

Current

Classification	Start Rate	After 6 months (interim)*	After 1 year (Job Rate)*
Lead Line Cook 1	\$14.48	\$16.30	\$17.61
Line Cook 2, Entree	\$13.26	\$15.09	\$16.40
Line Cook 3, Fry	\$12.90	\$13.73	\$14.69
Line Cook 3, Fountain	\$12.90	\$12.90	\$13.51
Prep Cook	\$12.90	\$13.07	\$13.79
Prep Cook Premium	\$13.15	\$13.32	\$14.04
Dishwasher	\$12.90	\$12.90	\$13.01
Kitchen Porter	\$12.90	\$12.90	\$13.01
Janitor	\$13.02	\$13.97	\$15.03
Greeter / Seater	\$12.90	\$12.90	\$12.90
Busser	\$12.90	\$12.90	\$12.90
Car Hop	\$12.75	\$12.75	\$12.75
Lead Server	\$12.00	\$12.00	\$12.00
Server	\$11.50	\$11.50	\$11.50

Upon ratification of this agreement, the following rates will be implemented - Non Gratuity effective date of ratification, Gratuitied June 1, 2019.

Classification	Start Rate	After 6 months (interim)*	After 1 year (Job Rate)*
Lead Line Cook 1	\$16.00	\$17.50	\$18.91
Line Cook 2, Entree	\$14.60	\$15.99	\$17.30
Line Cook 3, Fry	\$14.60	\$15.30	\$15.99
Line Cook 3, Fountain	\$14.10	\$14.45	\$14.81
Prep Cook	\$15.00	\$15.40	\$15.84
Dishwasher	\$14.10	\$14.25	\$14.50
Kitchen Porter	\$14.60	\$15.30	\$15.99
Janitor	\$14.60	\$15.45	\$16.33
Greeter / Seater	\$14.10	\$14.25	\$14.50
Busser	\$14.10	\$14.10	\$14.10
Car Hop	\$13.95	\$13.95	\$13.95
Lead Server	\$13.70	\$13.70	\$13.70
Server	\$12.80	\$12.80	\$12.80

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Effective June 1, 2020

Classification	Start Rate	After 6 months (interim)*	After 1 year (Job Rate)*
Lead Line Cook 1	\$16.75	\$18.45	\$20.16
Line Cook 2, Entree	\$15.35	\$17.10	\$18.85
Line Cook 3, Fry	\$15.35	\$16.30	\$17.24
Line Cook 3, Fountain	\$14.85	\$15.45	\$16.06
Prep Cook	\$15.75	\$16.42	\$17.09
Dishwasher	\$14.85	\$15.30	\$15.75
Kitchen Porter	\$15.35	\$16.30	\$17.24
Janitor	\$15.35	\$16.38	\$17.47
Greeter / Seater	\$14.85	\$15.20	\$15.75
Busser	\$14.85	\$14.85	\$14.85
Car Hop	\$14.70	\$14.70	\$14.70
Lead Server	\$14.95	\$14.95	\$14.95
Server	\$14.05	\$14.05	\$14.05

In 2020 and 2021, if the announced liquor server minimum wage increases are reduced or delayed, the server and lead server rate increases will be reduced or delayed by the same amount and timing and the tip pool increase and timing will be adjusted proportionately. Any pool tip adjustment will be rounded up to the nearest quarter percent.

Effective June 1, 2021

Classification	Start Rate	After 6 months (interim)*	After 1 year (Job Rate)*
Lead Line Cook 1	\$17.35	\$19.38	\$21.41
Line Cook 2, Entree	\$15.95	\$18.02	\$20.10
Line Cook 3, Fry	\$15.95	\$17.22	\$18.25
Line Cook 3, Fountain	\$15.45	\$16.38	\$17.31
Prep Cook	\$16.35	\$17.35	\$18.34
Dishwasher	\$15.45	\$16.23	\$17.00
Kitchen Porter	\$15.95	\$17.22	\$18.25
Janitor	\$15.95	\$17.36	\$18.52
Greeter / Seater	\$15.45	\$15.90	\$16.35
Busser	\$15.45	\$15.45	\$15.45
Car Hop	\$15.30	\$15.30	\$15.95
Lead Server	\$16.20	\$16.20	\$16.20
Server	\$15.30	\$15.30	\$15.30

Host/Hostess Grandfathered Rate \$15.11 in 2018

1. An employee with two (2) years' seniority will be paid ten cents (\$.10) per hour in addition to their hourly rate.
2. An employee with three (3) years' seniority will be paid twenty cents (\$.20) per hour in addition to their hourly rate.
3. An employee with five (5) years' seniority will be paid thirty five cents (\$.35) per hour in addition to their hourly rate.

The parties agree that should the provincial minimum wage be increased above the negotiated start rates, during the life of this Collective Agreement, the start rates shall be amended if necessary to maintain the following minimum differential:

10¢ above the minimum wage for Gratuity classification

25¢ above the minimum wage for Non-Gratuity classification

Bartender/Server

Where an employee performs bartender duties for less than 50% of his or her shift then the employee will receive fifty cents (\$0.50) above the Server rate for all hours worked in that shift.

Bartender

Where an employee performs bartender duties for fifty percent (50%) or more of his or her shift then the employee will receive two dollars (\$2.00) above the Server rate for all hours worked in that shift.



**Professional Cook/Red Seal**

Agreed premiums to be as follows:

	Year 1 (Date of ratification)	Year 2 (June 1, 2020)	Year 3 (June 1, 2021)
Professional Cook 1	\$0.80 per hour	\$0.90 per hour	\$1.00 per hour
Professional Cook 2	\$1.05 per hour	\$1.15 per hour	\$1.25 per hour
Professional Cook 3/ Red Seal	\$1.75 per hour	\$2.00 per hour	\$2.25 per hour

The Employer and the Union may, by mutual agreement, amend the start rates and/or rate schedule.

And,

In the event the employer cannot otherwise recruit qualified individuals, experienced employees may be hired at an accelerated placement on the wage scale grid, provided the position has been posted internally, prior to hiring from outside and a copy of the posting sent to the attention Unifor Local 3000, at the time of posting.

Unless in special circumstances and only by mutual agreement with the Union, no new employee will be placed at an advanced place on the wage grid without other employees within the classification being advanced to the same position.

The Employer and the Union may, by mutual agreement, in special circumstances, recognize the skill and/or experience of a new employee by placing him/her at an advanced position on the wage scale grid.

**NOTES TO SALARY SCHEDULE**

An employee assigned or promoted from a lower classification will receive the applicable classification rate. E.g.: a six (6) month Line Cook Fountain promoted to Line Cook 2 Entrée will receive the six (6) month LC 2 rate.

**APPENDIX "B" - EMPLOYEE BENEFIT PLANS**

INTRODUCTION

The following pages describe the qualifications required for eligibility to participate in the individual benefit plans and highlight the benefits covered. Some of the exceptions and definitions for the terms of eligibility and subsequent participation in the separate plans are listed below:

1. All employees must hold a valid Social Insurance Number to participate in any of the White Spot group benefit plans.
2. The negotiated cost sharing percent for all benefit plans will not be changed during the life of this Collective Agreement, however, when a premium cost is increased by the carrier of any of the benefit plans, the increased costs will be apportioned to both the Company and the employee in accordance with the percentage of cost sharing.
3. Payment of benefits during a leave of absence shall be as follows:
  - (a) Prepayment must be arranged prior to the employee's leave of absence.
  - (b) Employees are responsible for the employee portion of their premiums for leaves of up to three (3) months. Payments may be made by prepayment or through payroll deduction in the three (3) months following the employee's return to work.
  - (c) Employees are responsible for one hundred percent (100%) of the premiums for leaves exceeding three (3) months, excluding maternity or parental leave, and must arrange prepayment of one hundred percent (100%) of the premiums in order to maintain coverage.

Failure to make prior arrangements for continuation of benefit plans will result in cancellation of coverage.

Note: Group insurance coverage may only be maintained for leaves of absence pertaining to illness, injury or maternity.

Benefit	Eligibility	Premium
MSP-Basic Medical	<p>Employees must have twelve (12) months service and maintain average weekly hours of twenty (20) or more.</p> <p>Employees hired prior to July 12, 2000 must have and maintain average weekly hours of ten (10) or more.</p>	<p>2019 Company pays 66.6% of premium cost Employee pays 33.3% of premium cost</p>

	<p>Employees are enrolled into the MSP group plan on the first day following the month they provide the Payroll department with complete enrolment forms. Enrolment of family members who are new BC residents is done in accordance with Health BC established procedures.</p> <p><u>Dependents</u></p> <ul style="list-style-type: none"> <li>• Spouse - Common-law status &amp; same sex included</li> <li>• Unmarried children supported by the employee, up to age eighteen (18) or to age twenty-four (24) if attending school full-time</li> </ul>	<p>From Jan 1, 2020 Company pays 100% of the cost via Employer Health Care Tax</p>
<p>Extended Health</p>	<p>*See late entrant below</p> <p>Employees hired after February 3, 2010 must have twelve (12) months service and maintain average weekly hours of twenty (20) or more.</p> <p>Employees hired prior to July 12, 2000 must have and maintain average weekly hours of ten (10) or more.</p> <p>The Extended Health Benefit Plan is integrated with the Medical Services Plan of British Columbia. Employees must be enrolled in MSP through either group or private plan.</p> <p><u>Dependents</u></p> <ul style="list-style-type: none"> <li>• Spouse - Common-law status &amp; same sex included</li> <li>• Children age twenty-one (21) or under, unmarried and dependent on the employee for support</li> <li>• Unmarried children in full time attendance at a recognized educational institute</li> <li>• Unmarried mentally or physically handicapped children mainly dependent on and living with the employee or spouse</li> </ul>	<p>Employees hired after (date of ratification) Company pays 66.6% of premium cost</p> <p>Employee pays 33.3% of premium cost</p>

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<p>Dental Plan A</p>	<p>*See late entrant below                      Employees must have eighteen (18) months of service and maintain average weekly hours of twenty (20) or more.</p> <p><u>Dependents</u></p> <ul style="list-style-type: none"> <li>• Spouse - Common-law status &amp; same sex included</li> <li>• Unmarried children to age twenty-one (21) residing in British Columbia</li> </ul>	<p>Same as Extended Health</p>
<p>Dental Plan B</p>	<p>*See late entrant below                      Employees must have Plan A coverage and two (2) years' service and maintain average weekly hours of twenty (20) or more.</p> <p><u>Dependents</u>-same as Plan A</p>	<p>Same as Extended Health</p>
<p>Group Insurance:</p> <ul style="list-style-type: none"> <li>• Life</li> <li>• AD&amp;D</li> <li>• Weekly Indemnity</li> </ul>	<p>*See late entrant below</p> <p>Employees must have eighteen (18) months of service and maintain average weekly hours of twenty (20) or more.</p> <p>A beneficiary must be designated when enrolling in the Basic and Optional Life Insurance. The beneficiary may be the employee's estate or any person (or persons) chosen by the employee to receive the plan benefits after his/her death. A trustee must be named in the event the beneficiary is a minor.</p> <p>An employee may change the designated beneficiary at any time by logging in to the benefits provider's site and filling out the appropriate form.</p>	<p>Same as Extended Health                      Except Optional Life-100% employee paid</p>
<p>Employee Assistance Program</p>	<p>The Company agrees to provide a mutually agreeable Employee Assistance Program for the life of the (TBD) Collective Agreement.</p>	<p>Company will pay 100% of premium cost</p>

**\*LATE ENTRANT:** If the employee does not enrol when first eligible, they may enrol later, or on the next offered enrolment window. In either case, the employee must satisfy the insurance carrier's late entrant requirements.

## MEDICAL SERVICES PLAN OF BRITISH COLUMBIA (MSP)

The provincial medical plan pays for medical, surgical and obstetrical services in the home, office, hospital or institution. See the government web site for details:

<https://www2.gov.bc.ca/gov/content/health/health-drug-coverage/msp/bc-residents/benefits/services-covered-by-msp>

## BRITISH COLUMBIA UNIVERSAL PHARMACARE

This plan covers participants in the Medical Services Plan (M.S.P.). It provides eighty percent (80%) refund on all prescription drug expenses in excess of the Pharmacare deductible\* annually (per person or family unit). It also provides coverage of eighty percent (80%) refund for all prosthetic devices and ostomy supplies in excess of the Pharmacare deductible\*. Diabetic insulin and needles are also eligible expenses. (\* subject to provincial legislation)

## EXTENDED HEALTH BENEFITS

This plan will reimburse eighty percent (80%) of all eligible expenses in excess of an overall twenty-five dollar (\$25.00) deductible per person or family each calendar year.

A pay direct drug card will be provided to plan members.

### **Eligible Expenses:**

- Orthotics
- Drugs and medicines when properly prescribed by a physician or surgeon;
- Treatment by a licensed Chiropractor or Naturopath - maximum claimable amount of two hundred dollars (\$200.00) per person up to a maximum of five hundred dollars (\$500.00) per family, per calendar year - x-rays excluded;
- Treatment by a licensed Physiotherapist when ordered by the attending physician. Payment is based on the Schedule of Fees approved by the Board of Directors of M.S.A.;
- Treatment by a licensed Podiatrist - x-rays and appliances excluded;
- Fees of private duty nurses when ordered by an attending physician;
- Charges for oxygen, blood and blood plasma;
- Charges for crutches, casts, splints, trusses, braces and permanent prosthetic appliances when ordered by the attending physician;
- Orthopaedic shoes when prescribed by an Orthopaedic Surgeon for the proper management of congenital or post-traumatic foot problems;

- Charges for a wheelchair, hospital bed, iron lung or necessary equipment when ordered by the attending physician; hearing aids for dependent children under sixteen (16) years of age when prescribed by the attending specialist. The maximum claimable benefit during a five (5) year period shall not exceed three hundred dollars (\$300.00) per child;
- Ambulance services in the event of emergency;
- Dental treatments, above those covered by M.S.P., resulting from an injury or accident. Treatment must be performed within fifty-two (52) weeks of the accident;
- The difference between standard ward and semi-private or private accommodation;
- Out-patient services not available under M.S.P.; hospital accommodation and physician's services outside of B.C. above the costs paid by M.S.P.;
- Vision care expenses including the cost of prescription eyeglasses, including frames and contact lenses, to a maximum of two hundred dollars (\$200.00) per person in any twenty-four (24) month calendar.

## DENTAL

### **PLAN A - Basic Dental Care**

Eligible expenses reimbursed at eighty percent (80%) of current British Columbia Dental Fee Guide and include the following;

1. Diagnostic Services
  - oral examinations
  - x-rays
  - consultations
2. Preventative Services
  - cleaning
  - scaling
  - x-rays
3. Surgical Services
4. Restorative Services
5. Denture Repairs
6. Endodontics
7. Periodontics

Note: Dental coverage includes recall exams (for cleaning and check-ups) every six (6) months.

## **PLAN B - Prosthetic Appliances and Crown and Bridge Procedures**

The plan will reimburse up to fifty percent (50%) of the British Columbia dental tariff for the following:

1. Crowns and bridges (not more than once (1 x) every five (5) years for same teeth).
2. Onlays and/or inlays involved in bridge work (not more often than once (1 x) every five (5) years).
3. Partial dentures (not more than once (1 x) every five (5) years).
4. Complete upper and lower dentures (not more often than once (1 x) every five (5) years).

PLEASE CHECK WITH YOUR DENTIST TO ENSURE CHARGES MADE ARE IN ACCORDANCE WITH THE ACCEPTED DENTAL FEE GUIDE.

## GROUP INSURANCE

The benefit plans included collectively in the group insurance heading are Life Insurance (Basic and Optional), Accidental Death & Dismemberment (AD&D) and Weekly Indemnity coverage.

(a) Life Insurance

Basic Life Insurance: Amount thirty thousand dollars (\$30,000)

Optional Life Insurance

Employee has the option to purchase an additional thirty thousand dollars (\$30,000.00) of Group Life Insurance. The premium is determined by the employee's age, and is totally employee paid. Enrolment is subject to acceptable medical evidence, if required.

(b) Accidental Death and Dismemberment Insurance: Amount thirty thousand dollars (\$30,000)

Principal amount is thirty thousand dollars (\$30,000.00). This amount will be paid to the beneficiary if death results from an accident. This amount will be paid to the employee for the accidental loss of two (2) limbs or two (2) eyes. A lesser amount is payable for the accidental loss of one (1) eye or one (1) limb.

(c) Weekly Indemnity Plan

Benefit Level: Seventy-five percent (75%) of average weekly earnings, maximum benefit of sixty percent (60%) of the E.I. insurable maximum.

Benefits begin on the first (1<sup>st</sup>) day of disability due to injury, the first (1<sup>st</sup>) day of hospitalization (includes non-elective/non-cosmetic day surgery), or the third (3<sup>rd</sup>) day of disability due to sickness.

The calculation of benefits is based on the employee's normally scheduled days during the period that the employee is on Weekly Indemnity.

Note:

Calculation of "average weekly earnings" is completed annually/semi-annually in conjunction with dates of new job rates per the Collective Agreement. Therefore, if individual job reclassification occurs at other times during the year, the increased wage will not be reflected until the next recalculation of benefits.

- Weekly Indemnity benefits will be paid for a maximum of fifteen (15) weeks for each period of disability. If an employee received the maximum fifteen (15) week benefit and is absent again, he or she must have returned to work for at least a two (2) week period before a new claim will be considered;
- Benefits are not payable for pregnancy, or injury covered by Workers' Compensation;
- If illness is certified by a paramedical practitioner, the employee must be referred by a licensed physician.



**APPENDIX "C" - ABBREVIATIONS ON WORK SCHEDULE**

IC	In charge
OT	Overtime at time and one half
DT	Overtime at double time
TR	Training (new employees)
TRD	Training differential
LOA	Leave of absence
-0-	Requested day off
SICK	Sickness
DNS	Did not show
T:	Terminated
BL	Bereavement leave
SS	Split shift
MP	Missed pay
RP	Retroactive pay
L	Late for shift
N	Night
D	Day
V	Vacations
WCB	Workers' Compensation
BH	Banked Hours
OK	Schedule change agreed to by employee
OC	On call
NA	Not available for shift
NAS	No Answer
NH	Not Home
MES	Telephone Message
SH	Shift Change

CLASSIFICATIONS

LC1	Lead Line Cook 1
LC2Entrée	Line Cook 2, Entrée
H/C	Host/Hostess Cashier
J	Janitor
LS	Lead Server
LC3Fry	Line Cook 3, Fry
P	Prep Cook
S	Server
CH	Car Hop
KP	Kitchen Porter
LC3FTN	Line Cook 3, Fountain
DW	Dishwasher
GS	Greeter/Seater
B	Busser

HOLIDAYS

NY	New Year's Day
FD	Family Day
GF	Good Friday
VD	Victoria Day
DD	Dominion Day
BC	B.C. Day
LD	Labour Day
TD	Thanksgiving Day
RD	Remembrance Day
CD	Christmas Day
BD	Boxing Day

**APPENDIX "D" - DEFINITIONS**

**EMERGENCY**

An emergency will be defined as an unanticipated condition where immediate action is necessary to prevent spoilage or loss of product or danger to persons or property.

**SENIORITY**

An employee's seniority shall date from the date she/he becomes a member of the bargaining unit; subject to Articles 9.01, 9.03 and 9.04.

**CLASSIFICATION SENIORITY**

An employee's classification seniority shall date from the date the employee commenced work in the bargaining unit; subject to Articles 9.01, 9.03, 9.04, 9.06 c) and 14.01.

**COMPANY SERVICE**

An employee's company service shall date from the date she/he commences employment with the Company.

**WORK WEEK**

Midnight Saturday to midnight of the following Saturday with the starting time of a shift determining the day of the shift.

**WEEKLY WORK SCHEDULE**

A work schedule which specifies an employee's classification, days of work, and shifts during a work week.

**SHIFT**

The starting and finishing times of the hours of work scheduled within a day.

**DISCRIMINATION**

Refers to inappropriate conduct with respect to sex, colour, national origin, religion, age, sexual orientation, or disability.

**HARASSMENT**

Means abusive conduct or any conduct relating to sex, race, colour, national origin, religion, age, or disability.

**APPENDIX "E"**

It is agreed as follows:

1. Both the Company and the Union wish to maintain an avenue for development and promotion open to all hourly paid employees.
2. An employee requested by Management to assume "in charge" training will receive an additional twenty five cents (\$.25) per hour for all hours so occupied.

When so assigned, such employee will retain her/his regular classification but will receive the above higher rate and be subject to all the provisions of the Collective Agreement.

3. An employee who assumes "in charge" responsibilities for the unit will receive twenty cents (\$.20) per hour over the Lead Line Cook 1 wage rate for all hours so occupied.
4. An employee so assigned will receive sufficient information and advice regarding their responsibilities, and will not have the authority to hire, fire or suspend any other employee.
5. The Manager will identify the employee so assigned on the work schedule.

**LETTER OF UNDERSTANDING #1**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: ARTICLE 4.07 (D) OF THE COLLECTIVE AGREEMENT**

An employee's posted shift will not be changed by Management without the employee's agreement unless Management gives the employee at least four (4) hours personal notice. In case of a complete deletion of a shift, Management will first offer the employee an alternative shift equal to or greater than the original shift, on the same day as the completely deleted shift. This provision will not apply when the deletion of the shift is caused by an emergency.

In the interests of making the most effective schedule and minimizing disruptions to other employees as well as operations, it is the employee's responsibility to give as much notice as possible if they are unable to make their scheduled shift.

Subject to the operational needs of the business, employees who indicate in advance their availability for unscheduled straight time shifts and/or hours on a call in list posted weekly for that purpose, will be offered the additional hours and/or shifts as they become available, in order of seniority. The call in lists shall be posted not later than 3:00 p.m. on Wednesday of each week in the same location as the weekly work schedule.

If an employee has not indicated to the company that he/she wishes his/her name removed from the call in list, and refuses a call in, then his/her name will be placed at the bottom of the call in list on the next date the employee has signed the list.

**LETTER OF UNDERSTANDING #2**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: ARTICLE 8.04 OF THE COLLECTIVE AGREEMENT**

It is agreed that the staff menu will offer all food items at thirty five percent (35%) of the retail price to all employees of the restaurant division.

**LETTER OF UNDERSTANDING #3**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: ARTICLE 4.18 AND 4.19 OF THE AGREEMENT**

It is understood that Articles 4.18 and 4.19 shall be interpreted in accordance with the spirit and intent set out below:

The Company and the Union recognize that the restaurant business cycle fluctuates, and consequently that specific scheduling requirements will fluctuate to reflect this reality. The Company agrees that senior employees have an implicit right to obtain more hours through the work week than junior employees; this is a basic tenet of the employer employee relationship. Therefore to the greatest extent possible, senior employees are entitled to be scheduled to the maximum available straight time shifts through the work week consistent with the provision of Article 4 (Days and Hours of Work and Overtime).

Planned reductions in hours and/or shifts will affect the most junior employee in the classification except when a reduction to that employee's shifts or hours would impact on an acceptable level of staffing and except when more senior employees request, in writing, fewer or limited hours and/or shifts during that week.

To ensure that the joint commitment as stated above is put into practice, the Company and the Union agree to meet on a regular basis to develop, monitor and improve the specific scheduling process throughout the entire operation.

When there is a disagreement on a specific scheduling application it shall be grieved at Step 2 and failing agreement at that level the matter shall be pursued in accordance with the provisions of Article 12.

**LETTER OF UNDERSTANDING #4**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: CONTRACTING OUT-JANITOR WORK**

During the term of this Agreement, the Employer will not contract out existing janitor work. However, when current employees in the classification leave the position, the Employer may decide to contract out such work.



**LETTER OF UNDERSTANDING #5**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: CLOSURE**

Should any White Spot restaurants close permanently; the following program will be implemented to address the concerns of long service employees of securing employment with adequate hours in another restaurant and our concern of maintaining an experienced team until final closure. Therefore:

For employees with:

Ten (10) years' service or more

- Guaranteed placement will be made no later than upon closure into one (1) of the restaurants listed below, and,
- At least seventy-five percent (75%) of their average normal weekly hours of work for six (6) months following placement will be provided.

Eight (8) years but less than ten (10)

- Placement will be made on a best efforts basis.
- At least seventy percent (70%) of their average normal weekly hours of work for six (6) months following placement will be provided.

Five (5) years but less than eight (8)

- Placement will be made on a best efforts basis.
- At least sixty percent (60%) of their average normal weekly hours of work for three (3) months following placement will be provided.

Three (3) years but less than five (5)

- Placement will be made on a best efforts basis.
- At least sixty percent (60%) of their average normal weekly hours of work upon placement for a period not to exceed three (3) months beyond the closure date will be provided.

Less than three (3) years

- In accordance with Article 9.07, new people will not be hired while employees who have completed probation are on lay-off.

Average weekly hours will be calculated on the regular hours worked in the twelve (12) calendar months prior to the date of notice of closure.

Employees will be required to meet the following conditions:

- While the program applies to placement at any location, an employee's availability for work at specific locations, which will be identified by the Company at the time of notice of closure, is required.
- Be available for work on all shifts or hours.
- Be available for alternate job classifications:

Current Classification	Alternate Classification(s)
Lead Line Cook 1	Line Cook 2/Entree
Line Cook 2, Entrée	Line Cook 3, FR / Line Cook 3, FT /Prep Cook
Line Cook 3, FR	Line Cook 3, FT / Prep Cook
Line Cook 3, FT	Prep Cook/Dishwasher
Prep Cook	Dishwasher
Dishwasher	
Janitor	Dishwasher
Greeter/Seater	Server
Lead Server	Server / Greeter/Seater
Server	Greeter/Seater
Carhop	Server / Greeter/Seater
Busser	

- Be paid the applicable wage rate for the alternate classification.

Employees who do not meet the above criteria for eligibility will forfeit their entitlement to the provisions of the program and may opt for severance pay in the amount of one (1) week pay per completed year of service to a maximum of sixteen (16) weeks' pay. Employees accepting severance pay shall cease to be an employee of the Company.

- 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 two (2) months from date of closure provided they had this coverage prior to the announced date of closure and they maintain payment for their portion of premiums.

Other employees shall have their Basic Medical, Extended Health and Dental coverage provided for the full month following closure provided they had this coverage prior to the announced date of closure and that they maintain payment for their portion of the premiums.

**LETTER OF UNDERSTANDING #6**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE:       PREP COOK**

The company agrees that Prep Cook employees who fall below eighty percent (80%) of his/her average weekly hours as a result of the company's decision to outsource food preparation shall have the following guarantee of hours:

For employees with:

Ten (10) years of service of more

- At least seventy-five percent (75%) of their average normal weekly hours of work for six (6) months will be provided.

Eight (8) years but less than ten (10)

- At least seventy percent (70%) of their average weekly hours for six (6) months will be provided.

Five (5) years but less than eight (8)

- At least sixty-five percent (65%) of their average weekly hours for three (3) months will be provided.

Three (3) years but less than five (5)

- At least 60% of their average weekly hours not to exceed three months will be provided.

Less than three (3) years

- At least fifty percent (50%) of their average weekly hours for two (2) months will be provided.

Average weekly hours will be calculated on the regular hours in the twelve (12) calendar months prior to the date of implementation of outsourcing.

The employees shall also have the option of receiving severance pay in the amount of one (1) weeks' pay per completed year of service to a maximum of sixteen (16) weeks. Employees accepting severance pay shall cease to be an employee of the Company.

**LETTER OF UNDERSTANDING #7**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: REQUESTED DAYS OFF**

The Company subject to the operating needs of the business will honour requested days off on a first come first serve basis. The granting of a requested day off may not interfere with the regular work week of another employee.

**LETTER OF UNDERSTANDING #8**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: SET SHIFTS**

The Company and the Union recognize that, over time, employees regularly scheduled (independent of requests) or temporarily assigned shifts come to rely upon that pattern of scheduling.

The parties agree that, while management is entitled to alter lengths of shifts and start and finishing times in accordance with Article 4 and the Letters of Understanding regarding Article 4 (Maximization/staffing levels and call-in), an employee's pattern of scheduling, which may include temporary assignments to other classifications, once established for a period of nine (9) months or more, shall not be changed unless:

- (a) Such change is necessary to preserve the entitlement to hours of a senior classified employee; or
- (b) In accordance with articles 8.08 (b) and (c) because of the return to work of an employee who regularly worked the shifts prior to a temporary assignment; or
- (c) The failure of the employee to return from an approved leave in accordance with article 8.08 (b) results in a posting to which the employee(s) who worked the temporary assignment is not the successful applicant.

Employees working set shifts or restricted schedules shall remain available to be scheduled for alternate shifts subject to the operating needs of the business unless:

- (a) Such employees were hired on a restricted schedule basis; or  
A request for a restricted schedule has been agreed to in writing by management.
- (b) In cases (a) above, if there is a bona-fide business need to change an employee's pattern of scheduling, the employee will be provided at least four (4) weeks' notice of such change.
- (c) An employee who restricts his/her availability as outlined in (a) above must wait for shifts to vacate (temporarily or otherwise) prior to increasing.
- (d) All employees subject to schedule changes shall be notified of the need for the change at least two (2) days in advance of the posting of the work schedule where the change will occur.

**LETTER OF UNDERSTANDING #9**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: LATE PAYMENT OF UNION DUES**

The parties agree that the following will be observed during the term of this Agreement.

Article 2.03 Union Dues Remittance

The Employers agree to pay the Union one percent (1%) interest for unpaid Union dues that are late beyond the 30<sup>th</sup> of the month following when the deduction was to occur.

**LETTER OF UNDERSTANDING #10**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: IMPLEMENTATION OF GREETER/SEATER AND BUSSEER CLASSIFICATIONS**

Grandfathered Hosts and all Greeter/Seaters will exist as a combined classification for as long as there are grandfathered Hosts and all applicable seniority provisions will apply. Grandfathered Hosts will continue their current pattern of scheduling, as per the letters of understanding regarding seniority and set shifts.

A Busser will not be scheduled independently of a Greeter/Seater or a grandfathered Host.

Employees currently in the Host category will maintain their classification and rate and in addition will receive all negotiated percentage increases for non-gratuity employees for the duration of the Collective Agreement. No new employees will be hired into the Host category.



**LETTER OF UNDERSTANDING #11**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: OPTION TO WORK A 6<sup>TH</sup> SHIFT IF AVAILABLE**

Notwithstanding the provisions of articles 4.01, 4.02 and 4.03 and the Letters of Understanding regarding 4.07(d) (call-in list) and 4.18/4.19 (maximization/staffing levels), the parties agree that in an attempt to provide employees the opportunity to maximize their hours, employees may voluntarily opt to be scheduled for, or pick up, a maximum of six (6) shifts at straight time, provided they do not exceed forty (40) hours within one (1) week.

Employees must indicate, in writing prior to the posting of the schedule, their request to be scheduled a 6<sup>th</sup> shift, if available.

In addition, employees scheduled less than forty (40) hours in a week may indicate on the call in list posted for this purpose their interest in picking up additional straight time shifts and hours including a 6<sup>th</sup> shift, provided doing so does not place them in an over forty (40) hour position.

6<sup>th</sup> shifts, whether scheduled or by call in, must be offered in order of seniority to those who have indicated their interest in working 6<sup>th</sup> shifts.

**LETTER OF UNDERSTANDING #12**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: RED SEAL**

White Spot continues to be committed to culinary training and is currently an accredited provider of Red Seal training.

The parties have agreed:

- To continue to recognize the importance of this nationally recognized Industry Training Authority program (ITA) jointly.
- Subject to White Spot's continued successful accreditation, to offer, during the lifetime of this Agreement, a minimum of four (4) additional Professional Cook and or Red Seal certification opportunities to members of the bargaining unit who have the educational and other requirements to pursue this designation.
- That the current arrangements with regard to wages, scheduling and course materials will continue.
- That White Spot will pay up front for the costs of the program-e.g. instruction, reference materials, supplies, and these hard costs will be considered a loan to the Employee.
- That the employee will make best efforts to complete the program successfully, and that any employee chosen for the program will agree by contract to remain with White Spot for at least one year following each level of certification.
- That once the Employee has successfully passed the respective levels theoretical and practical exams, White Spot will forgive fifty percent (50%) of the Loan.
- Once a year has elapsed since completion of the Program and the Employee's achievement of the level, provided the Employee is still an employee of White Spot, White Spot will forgive the balance of the Loan.
- That the Loan may be considered a taxable benefit to the Employee at the time it is forgiven.

**LETTER OF UNDERSTANDING #13**

Between  
White Spot Limited  
And  
Unifor Local 3000

**RE: GRATUITIES**

The parties recognize that gratuities are generated by the experience of the guest, which is contributed to by all employees of the restaurant.

All gratutied employees are part of the current tip pool arrangement and tip out two percent (2%) of their food and alcohol sales (excluding bar who tip out on food only). Sales exclude merchandise, gift cards and travel orders.

The tip out will increase by one percent (1%) of their food and alcohol sales on June 1, 2019; and one percent (1%) on June 1, 2021; (excluding bar who tip out on food only). Sales exclude merchandise, gift cards and travel orders.

The parties will agree on best practices to be followed for the administration of the tip pool including the role of the tip committee members (2 people, \$20 each, bi-weekly).