

COLLECTIVE AGREEMENT

Between

STARBUCKS COFFEE CANADA, INC. (VICTORIA, B.C.)

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS)
ON BEHALF OF LOCAL NO. 2009**

**Cope-343
Errors & Omissions Excepted**

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ARTICLE 1 – PURPOSE

1.1

The purpose of this Agreement is to establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of all parties to this Agreement.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

The parties acknowledge that the conduct of the Company and Starbucks Partners should be guided by "Starbucks Mission and Values".

1.2 Gender references

All articles and clauses referred to in this Agreement apply equally to all employees.

1.3 Headings

Article titles and paragraph headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this agreement.

ARTICLE 2 – RECOGNITION

2.1

Bargaining unit means employees employed at Starbucks located at 3180 Douglas Street Victoria B.C., except those excluded from collective bargaining pursuant to the Labour Code.

2.2

The Employer recognizes the Union as the sole bargaining agent for the employees in the bargaining unit. No employee shall be required or permitted to make any agreement with the Employer which conflicts with this Agreement.

2.3

Members of the bargaining unit will work exclusively at the Douglas Street location. 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 provided it is understood that a Manager is a working Manager and as a regular practice will perform the same tasks as employees.

It is not the Employer's Intent to erode the bargaining unit; the Employer agrees to make every reasonable effort to replace unfilled shifts with bargaining unit employees.

2.4

It is agreed that the Employer will not avoid its responsibility to recall employees on lay off by replacing true employee vacancies with managers.

ARTICLE 3 - DEFINITIONS

3.1 Employees

Employee shall mean any person employed by the Employer, except those in positions excluded from the bargaining unit, and that have completed a probation period.

All employees are hired as permanent and part time.

3.2 Other Definitions

- a) *"Common-Law Partner"* means two people who have co-habited as spousal partners for a period of not less than two years, or have a child together as per the Family Law Act of BC.
- b) *"Day"* is a calendar day, unless otherwise noted.
- c) *"Electronic Communications"* means electronic transmission of information that has been encoded digitally which could include, but is not limited to, email.
- d) *"Gender Expression"* means how a person presents their gender. This can include behaviour and appearance, including dress, hair, make-up, body language and voice. This can also include name and pronoun, such as he, she, or they. How a person presents their gender may not necessarily reflect their gender identity.
- e) *"Gender Identity"* means a person's concept of self that may be different than their birth-assigned gender and related physical characteristics, societal attitudes and expectations.
- f) *"Indigenous"* has the same meaning as the term *"Aboriginal"* as defined in the Constitution of Canada, which *"includes the Indian, Inuit and Métis peoples of Canada"*
- g) *"Union"* means the Union that represents the employees in the certification.
- h) *"Union Representative"* means the employees elected by the Union.
- i) *"Starbucks Partner"* is the expression used by the Employer to describe employees.
- j) *"Work week"* is Monday to Sunday.
- k) *"Partner Hub"* refers to the Starbucks intranet which is accessible by all employees.
- l) *"Manager"* refers to a Store Manager or Assistant Store Manager.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1

Subject to the provisions of this agreement, the Union acknowledges that the Employer has and retains the exclusive right and responsibility to manage its operations as it sees fit, including but not limited to the following:

- a) to plan, direct, and control operations, to schedule hours of work, to determine products to be produced and sold and methods of production and generally, the manner in which all operations are conducted;
- b) to hire, promote, demote, and layoff employees and to discipline, suspend, and discharge employees for just cause;
- c) to direct the employees, including the right to decide on the number of employees needed by the Employer or the number of employees required for any task at any time, to arrange the number of employees assigned to any task, to organize the work, to assign the work, to schedule shifts, to maintain order, discipline and efficiency in the operations;
- d) to make and to alter from time to time rules and regulations to be observed by all employees. The Union and affected employees shall be notified of any new or changed rule or regulation taking effect.

4.2

In the exercise of managements rights, the Employer will not treat any employee in an unfair or discriminatory manner, and will observe the provisions of the Agreement.

It is expressly agreed that all management rights not specifically altered, limited, or eliminated by this agreement shall remain the rights of the Employer.

ARTICLE 5 - UNION SECURITY AND RECOGNITION

5.1 Union Dues

Each employee shall, as a condition of their hiring or continued employment:

- a) authorize the Employer in writing to deduct union dues from their pay. The authorization shall be in a form agreed to between the Employer and the Union.
- b) become a member of the Union and maintain membership.
- c) The Employer agrees to deduct from each employee who has authorized such deduction, an amount equivalent to the monthly dues provided for in the International Constitution of the United Steelworkers. Such deduction shall appear on each employee's annual Statement of Remuneration (T4 slip).
- d) The Employer shall forward to the Union the total amount so deducted with an itemized statement of same in duplicate within ten (10) working days of the date of the payroll on which the deduction is made, in the manner provided for in Article 5 sub section 5.2 (e) hereof.

- e) Total earnings shall be deemed to include base rate earnings including vacation pay, statutory holiday pay, overtime pay, call-in and reporting pay, but shall not include any Workers' Compensation payments, and payments under any benevolent, sickness or accident plans.
- f) The reference period shall be the two (2) week period immediately prior to the payday in which the dues are deducted.
- g) Dues shall be deducted each pay period and forwarded to the union together with a complete summary of the union dues to the person and in the manner as advised from time to time by the Union. The duplicate itemized statement shall be forwarded to the union.

5.2 Humanity Fund

For the purpose of international aid and development, the Employer agrees to deduct on a bi-weekly basis the amount of two (2) cents per hour from the wages of all employees in the bargaining unit for all hours worked to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

United Steelworkers
National Office
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this article in its entirety.

5.3 New Employees

Upon hire, each new employee will be provided a copy of the CBA and will review the "Partner Guide" which, along with other information about the Employer, outlines details and eligibility criteria for Starbucks' Medical, Dental and Vision plan, and Future Savings/RRSP plan.

If and when an employee becomes eligible for the Medical, Dental and Vision plan, and/or Future Savings/RRSP plan, enrollment materials will be mailed to the employee's home address by the Employer.

Employees may reference the "*Partner Hub*" and select the "*Benefits*" tab to review benefits details and eligibility.

5.4 Union Insignia

All employees shall have the right to wear or display the recognized insignia of the Union in the store and while on or off duty. The Union insignia will be reasonable in size.

ARTICLE 6 - HARASSMENT AND DISCRIMINATION

Preamble

The Employer and the Union agree that every person working at Starbucks has the right to work in an environment free from harassment. The parties will jointly support efforts to prevent and address harassment. The Employer will make every effort to ensure that no employee is subjected to harassment.

The parties agree that no discrimination, sexual harassment or harassment will be tolerated on the basis of race, colour, religion, sex, national origin or place of origin, age, disability, sexual orientation, marital status, veteran status, gender identity and expression, genetic information or any other basis prohibited by law.

6.1 Harassment and Bullying Defined

a) Harassment Defined

Harassment prohibited by this policy includes but is not limited to;

- Unwelcome physical, verbal or nonverbal behavior or contact
- Harassment involving workplace violence or a threat of violence
- Improper use of authority to endanger or undermine an employee's job, job performance, or career with the Employer
- Any inappropriate conduct or comment by a person or employee to an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated

Prohibited harassment may include, but is not limited to, the following examples:

- Physical harassment such as touching, kissing or groping.
- Verbal harassment such as threats, degrading comments, epithets, slurs, sexual teasing and requests for sexual favors.
- Nonverbal harassment such as obscene gestures or leering.
- Written communications that could offend individuals in a particular group such as references to facial, racial or ethnic stereotypes or caricatures
- Derogatory posters, electronic images, photographs, cartoons, drawings or gestures; pornographic materials.

Appropriate actions taken by a Manager to assess, evaluate, transfer, discipline or discharge an employee are not considered harassment. Further, the exercise of appropriate Union representation will not constitute harassment.

b) Sexual Harassment Defined

Sexual harassment prohibited by this policy includes any unwanted sexual advances, requests for sexual favours or visual, verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the employee; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Such behaviours include, but is not limited to:

- Unwanted sexual advances or propositions.
- Offering employment benefits in exchange for sexual favours.
- Leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- Making or using derogatory comments, comments about an employee's body or dress, slurs, epithets or sexually suggestive jokes.
- Written communications of a sexual nature distributed in hard copy or via a computer network, suggestive or obscene letters, notes or invitations.
- Physical conduct such as unwanted touching, assault, impeding or blocking movements.
- Retaliating or threatening retaliation after a negative response to sexual advances or for reporting or threatening to report sexual harassment.

Sexual harassment can occur between persons of the same or opposite sex.

c) Bullying Defined

Bullying is a form of prohibited harassment that involves unwanted aggressive behavior characterized by verbal, physical, social or psychological intimidation that is typically repetitive and involves an imbalance of power.

Examples of bullying include, but is not limited to;

- verbal abuse, such as the use of patently offensive, demeaning, and harmful derogatory remarks, insults or epithets
- verbal or physical conduct that is threatening, intimidating or obscene
- pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property

- sabotaging or deliberately subverting, obstructing, or disrupting another person's work performance
- inappropriate conduct or comment by a person towards a partner that the person knew or reasonably ought to have known that would cause that partner to be humiliated or intimidated

Reasonable actions taken by a manager to assess, evaluate, manage the performance of, transfer, discipline or discharge an employee do not constitute bullying.

6.2 Reporting a Complaint

An employee who believes they have been subjected to behaviour prohibited by this policy should make their feelings known to the offending employee, if comfortable doing so. The employee should also immediately report the offensive behaviour, preferably in writing, to their manager, higher-level manager or Partner Resources. Employees may also contact the Ethics & Compliance department directly at 1-800-611-7792 or www.starbucks.com/helpline.

If any employee becomes aware of harassing, retaliatory or threatening conduct engaged in or experienced by an employee, the observing employee should immediately report that information, preferably in writing, to the appropriate Manager.

6.3 Investigation

When made aware of a situation that may violate this policy, the Employer will conduct an immediate, thorough and objective investigation. At all steps of an investigation a Union Representative shall be present when requested by an employee.

In all circumstances, an individual who is accused of harassment will be informed of the allegations made against them and all the particulars supporting the allegations as soon as practicable. The individual will also be provided with the opportunity to fully respond to the allegations and have their responses properly considered.

The Employer will share the outcome of the investigation with all parties, and the Union.

6.4 Discipline

Any employee found to have engaged in prohibited harassment will be subject to discipline, up to and including discharge from employment.

In the event a complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline up to and including discharge from employment.

6.5 Retaliation Prohibited

The parties agree that retaliation against any employee for reporting harassment or for participating in an investigation will not be tolerated.

6.6 Privacy and Confidentiality

The Employer will protect the confidentiality of those involved to the extent possible, consistent with the need to investigate and resolve the situation or complaint.

All individuals involved in the harassment complaint process will comply with all requirements of privacy laws in order to protect personal information.

ARTICLE 7 –RECOGNITION AND RIGHTS UNION REPRESENTATIVES

7.1

The Union is entitled to appoint or elect from among the employees two (2) Union Representatives. If at anytime during the term of this agreement either party believes the number of Union Representatives should increase or decrease, the parties agree to discuss. Only upon mutual agreement shall the number of Union Representatives change.

7.2

The Employer agrees to recognize the duly appointed or elected Union Representative provided that the Union has first advised the Employer in writing of the names of the employees so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.

7.3

The Union Representative's first obligation is the fulfillment of their job responsibilities as an employee. Union Representatives shall obtain permission from the Employer before leaving their work station to perform Union duties. Leave from work for this purpose shall be paid and shall not be unreasonably withheld. On resuming normal duties, Union Representatives shall notify a supervisor. Union Representatives will make every effort to perform Union duties outside of working hours.

7.4

In case of a grievance, on any shift not more than one (1) Union Representative may investigate and/or submit a grievance according to the grievance procedure provided herein.

7.5

The Union Representative shall not be discriminated against or disciplined solely for the proper performance of their duties on behalf of the Union.

7.6

Under no circumstances shall a Union Representative take an action or issue any instructions which will interfere with the operations or affairs of the Employer, or with the management of or direction of the workforce.

ARTICLE 8 - DISCHARGE AND DISCIPLINARY PROCEDURE

8.1

The Employer retains the right to discipline an employee, up to and including discharge for just cause. When the Employer has established that an infraction has been committed by an employee and that disciplinary action is warranted, they will be disciplined within a timely manner. In the event the employee is absent, the discipline will be issued upon their return to work.

8.2

The Employer supports progressive discipline in the workplace and agrees to adopt a progressive approach to minor disciplinary offences which may include verbal or written warnings to short periods of suspension prior to invoking discharge.

The foregoing process does not apply to serious infractions which will receive a disciplinary response of longer periods of suspension or discharge without regard to an employee's prior disciplinary record.

Discipline beyond a verbal warning shall be forwarded to the Union.

A Union representative shall be present at any step of the disciplinary procedure. Should an employee refuse Union representation they must sign a waiver with the Union and Employer present. All discipline shall be administered by Management.

8.3

There shall be only one employee personnel file and the employee shall have access to review their file at a mutually agreed upon time.

An employee may opt to have the Union President or their designate of Local 2009 review their file on their behalf after written permission has been granted.

Under no circumstances shall the employee file be removed from the Employer's premises by an employee or Union Representative.

8.4

Any discipline recorded against an employee shall automatically be cancelled after twelve (12) months for a written warning and eighteen (18) months for suspension and may not be held against the employee thereafter, so long as the employee has no subsequent discipline over the same twelve (12) month or eighteen (18) month period, whichever is applicable.

8.5

In the event of a claim that an employee has been disciplined unjustly or unreasonably by any means other than discharge, the grievance shall be filed at Step 1 of the grievance procedure.

8.6

In the event of a claim that an employee has been discharged unjustly or unreasonably, the grievance shall be filed at Step 2 of the grievance procedure within ten (10) working days.

ARTICLE 9 - GRIEVANCE PROCEDURE

Any grievance which arises directly between the Employer and the Union concerning the interpretation, application, administration, or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other.

9.1 Grievance Procedure

Step 1

To avoid the development of minor complaints into a grievance, the parties wish that complaints arising from the interpretation or implementation of this agreement be discussed verbally between the employee and/or the authorized Union representative and the store manager or designate within seven (7) working days of the knowledge of the event that gave rise to the grievance.

Step 2

Whenever a grievance concerning the implementation or interpretation of the collective agreement arises, the employee and/or the Union, or the Employer shall, within ten (10) days, submit the reason in writing together with the nature of the grievance, the facts concerning the matter and the remedy sought, to the Employer or the Union, after step one (1) has been completed without resolve. The Employer or the Union shall render a decision in writing within seven (7) working days of receipt of the written grievance.

Step 3

If the decision of the Employer or Union is not acceptable, the other party shall request within seven (7) working days of receipt of the decision, a meeting with the Union servicing representative, or designate, Union Representative and management. A decision in writing will be sent to the Union or the Employer, as the case may be, within seven (7) working days of the meeting. Failing resolve, either party may refer the grievance to arbitration pursuant to Article 10 herein.

Any mutually agreed upon decision of the parties at any step in the grievance procedure will be final and binding upon the Employer, the Union and the employee(s) involved.

9.2 Time Limits and Abandonment

- a) In the event that a person who normally files grievances is not available within the time limits specified, the Employer and the Union agree that the time limits for filing will be extended by mutual agreement until such time as the grievor can speak with such person.
- b) By mutual agreement the parties may extend the time limits in Article 9 and shall do so in writing.

ARTICLE 10 - ARBITRATION

10.1 Referral to Arbitration

- a) Within thirty (30) calendar days of referral to arbitration, the Employer and the Union shall endeavour to agree upon the selection of an acceptable arbitrator to hear and render a decision on the matter(s) in dispute.

If the Parties are unable to agree upon the selection of an Arbitrator, the Parties will apply within ten (10) calendar days of their failure to agree, to the Minister of Labour pursuant to the Labour Relations Code for the appointment of an Arbitrator.

- b) Once an Arbitrator has been selected or appointed, the Arbitrator shall convene a hearing, consider the submissions and evidence of the Parties and render their decision that shall be final and binding upon the Parties.
- c) Each Party shall bear the costs of their representatives and one-half (1/2) the cost of the Arbitrator.

10.2 Decision of Arbitrator

The decision of the Arbitrator will be final, binding and enforceable on the parties. The Arbitrator will have the power to dispose of or substitute for dismissal, discharge or discipline grievance as they deem just and equitable. However, the Arbitrator will not have the power to change this agreement or to alter, modify or amend any of its provisions.

10.3 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by the written mutual consent of the parties.

ARTICLE 11 - HEALTH AND SAFETY

11.1 Responsibility

Regulatory Compliance with Health and Safety

The Employer and the Union agree to abide by the Workers Compensation Act of BC (WCA) and the Occupational Health & Safety Regulation unless this agreement provides for measures above statutory requirements. Any failure to comply with the Legislation or the Regulation shall be a matter for referral to the grievance procedure pursuant to the collective agreement. The Employer and the Union agree that an arbitrator has jurisdiction to consider matters arising from the legislation or regulation.

11.2 Safety Committee

There shall be a joint occupational health & safety committee (JOHSC) which must have at least 4 members consisting of worker representatives and Employer representatives where at least half the members must be worker representatives. It must have 2 co-chairs, one selected by the worker representatives and the other selected by the Employer representatives.

The Employer agrees to consult and cooperate with the JOHSC as required by the WCA and the regulations thereunder.

The Employer will provide the Union access to all reports, plans, and records pertinent to the work of the JOHSC.

The co-chairs of the JOHSC or their designates shall accompany the Employer doing any WorkSafeBC BC inspection visits.

Unresolved Safety Issues:

The JOHSC may refer unresolved safety issues to the Joint Workplace Relations Committee for possible resolution. This provision does not limit any right to seek a resolution from WorkSafe BC.

JOHSC Recommendations;

The Employer shall respond in writing without delay to any formal recommendation of the Joint Health and Safety Committee.

11.3 Pay for Meetings

The Employer will pay straight-time rates, to employee members for the actual time spent in attending JOHSC meetings outside of normal working hours.

Where JOHSC meetings are held during working hours, the employees' time will not be deducted for participating in such meetings, inspections or incident investigations.

11.4 Right to Refuse Unsafe Work

- a) An employee may refuse to perform any work activity if they have reasonable cause to believe that such work activity would create an undue hazard to the health and safety of any person. An employee who refuses to carry out the work activity must immediately report the circumstances of the unsafe condition to their manager or Employer.
- b) Upon receiving a report of unsafe work, the Employer will comply with the investigation procedure set out in section 3.12 of the OHSR. If the investigation procedure does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the employer and employee will notify a WorkSafeBC officer.
- c) When an employee has refused to perform unsafe work either under the terms of this agreement or under the terms of section 3.12 of the Occupational Health and Safety Regulation, the Employer shall not assign any other employee to use or operate the machine, work in that place or perform the activity referred to in the work refusal unless the Manager is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard, and the other employee has been advised of the refusal of the employee concerned and of the reasons for the refusal.
- d) Employees who are due to work on a scheduled work period or shift after a shift during which there has been a stoppage of work arising from a work refusal are deemed, for the purpose of calculating wages and benefits, to be at work during their work period or shift.

11.5 Workplace Violence/Aggressive Conduct

The Employer recognizes that maintaining a safe workplace includes the prevention of violence against employees. The Employer agrees to perform a violence risk assessment in any workplace in which a risk of injury to workers from violence arising out of their employment may be present. Where a risk of injury to workers from violence is identified in the assessment, the Employer agrees to establish procedures, policies and work environment arrangements to eliminate when possible or minimize the risk to workers.

Employees who, in the course of their duties, may be exposed to violence or aggressive conduct will receive training at the Employer's expense in recognizing and handling such episodes. The Employer will provide the employee with pertinent information relative to the potential for experiencing violence, physical aggression, and/or verbal abuse within the workplace.

The Employer agrees to refer employees who report an injury or an adverse symptom as a result of a violent incident to counselling and medical services from qualified outside practitioners where such services are available, including through Employee Assistance Program and WorkSafe BC. An employee in need of assistance may call the WorkSafeBC Critical Incident program at 1.888.922.3700.

Incidents of violence will be reported and investigated as required by the WCA and OHSR. At the request of an employee who has been exposed to violence, including physical aggression or verbal abuse, the employee and the JOHSC will meet as soon as possible to determine if controls that may prevent future violent incidents from occurring should be recommended. Notwithstanding Article 11.2, the Employer will respond to a formal recommendation made under this Article in respect of a violent incident without delay.

11.6 Day of Injury

An employee who cannot complete the shift due to an injury at work shall be paid regular wages for the remainder of the shift. Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

11.7 Protective Clothing and Supplies

The Employer will supply protective clothing and supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

11.8 Psychological Health & Safety

The parties agree that employees have the right to physiologically and psychologically safe working conditions. The Employer shall prevent and/or correct any situation which may compromise an employees' physiological or psychological health and safety.

11.9 Return to Work/Stay at Work

The Employer and the Union recognize their legal responsibilities towards employees with disabilities including under the BC Human Rights Code. The Employer shall notify the Union whenever there is a request for accommodation. The Employer and the Union shall work together co-operatively to provide reasonable accommodation to the point of undue hardship.

ARTICLE 12 – SENIORITY

12.1

- a) The parties agree that the term "seniority" shall mean an employee's length of service from the date of hire with the Employer
- b) In promotions, layoffs, bumping and recalls from layoffs the Employer will consider each employee's ability to perform the requirements of the job. Seniority will be recognized as the key factor when two (2) or more employees are equal in respect of their ability to perform the requirements of the job.

12.2 Probation

All new employees will be considered probationary for three (3) months commencing with their first day of employment. A probationary employee may be terminated at any time, with just cause, at the sole discretion of the Employer. The Union and the Employer agree that for purposes of terminating the employment of a probationary employee, lack of suitability will be

accepted as just cause. The employee shall have the right of grievance procedure as a result of the actions of the Employer.

12.3 Seniority Maintenance

Seniority shall be maintained and accumulate during absence due to:

- a) Layoff;
- b) Compensable and/or non-compensable illness or injury;
- c) Authorized leave of absence; and
- d) Absence from employment on approved Union business.

12.4 Cancellation of Seniority

Seniority will be lost if an employee:

- a) Voluntarily leaves the employ of the Employer;
- b) Is discharged for cause;
- c) Fails to report for work within four (4) calendar days of recall from layoff or fails to return to work from an authorized leave of absence;
- d) Is absent without leave;
- e) Has been laid off for a period of longer than twelve (12) months or, accepts any severance pay they may be entitled to by statute at any time during their layoff.

12.5 Seniority Lists

The Employer shall compile and maintain an up to date seniority list including, but not limited to, the name, employment status, job title, pay level, and seniority date of each employee in the bargaining unit.

The seniority list shall be provided to the Union within thirty (30) days of the signing of this agreement and thereafter, to the Union upon request, but no more frequently than every other month.

ARTICLE 13 - PAYMENT OF WAGES

13.1 Paydays

- a) Paydays will be bi-weekly every second Friday.
- b) A comprehensive statement detailing all payments, deductions and vacation accrual will be available electronically each pay period.

13.2 Rates of Pay

The applicable rates of pay are recorded as Appendix A (Wage Grid) of this agreement.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.1 Shifts

- a) The regular scheduled work week for an employee covered by this Agreement is Monday to Sunday and up to forty (40) hours.
- b) All hours worked in excess of forty (40) hours per week shall be paid at overtime rates as per article 14.3.
- c) Regular scheduled shifts for an employee covered by this agreement shall be a minimum of three (3) hours in duration and a maximum of eight (8) hours in duration.
- d) An employee reporting for work as scheduled or called in by the Employer shall be paid a minimum of two (2) hours at regular rate whether or not the employee starts work.
- e) All hours worked in excess of eight (8) hours per day shall be calculated at overtime rates as per article 14.3.
- f) On a regular basis, the Employer shall schedule employees up to forty (40) hours per week provided the employee is available to work and the hours are available.

14.2 Rest and Meal Periods

- a) Employees who work more than four (4) but less than five (5) hours in a day will be entitled to one (1) fifteen (15) minute paid break.
- b) Employees who work more than five (5) but less than six-point five (6.5) hours in a day will be entitled to one (1) fifteen (15) minute paid break and one (1) unpaid thirty (30) minute meal break.
- c) Employees who work six-point five (6.5) or more hours in a day will be entitled to a thirty (30) minute unpaid meal break and two (2) fifteen (15) minute paid breaks.
- d) Break timing will be governed by operational requirements.

14.3 Overtime

Overtime is paid to an employee at a rate of time and one half (1.5x) for approved hours worked in excess of eight (8) hours in any day, double time (2x) in excess of twelve (12) hours in any day. Overtime is paid to an employee at a rate of time and one half (1.5x) for approved hours worked in excess of forty (40) hours in any week.

ARTICLE 15 ANNUAL VACATIONS

15.1 Vacation Entitlement and Vacation Pay

- a) Employees are entitled to annual vacation time and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

Completed Months of Service	Annual Vacation Pay Accrual	Annual Vacation Time
0 to less than 60 months	4%	2 weeks
60 or more months	6%	3 weeks

- b) Vacation pay matches the rate of pay the partner earns at the time of vacation.
- c) Accrued vacation pay may be taken as paid time off after six (6) months of continuous employment.
- d) Vacation accrual will be pro-rated based on hours worked.
- e) Vacation pay will continue to accrue until it is taken as paid time off. Any accrued vacation pay will be paid out upon termination of employment.

15.2 Vacation Scheduling

- a) Employees must request vacation time off no less than twenty-one (21) days in advance in order to plan for the absence.
- b) Vacation time off requests must be for a complete day or days.
- c) Vacation time off requests will be considered on a "first come" basis; in the event that multiple requests are received at the same time, preference will be given in seniority order.

ARTICLE 16 - STATUTORY HOLIDAYS

16.1 Paid Statutory Holidays

There will be ten (10) Paid Statutory Holidays as follows:

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

In addition to the above, any other statutory holiday declared or proclaimed by the Federal Government or the Government of the Province of British Columbia shall be deemed to be a Paid Statutory Holiday for the purposes of this Agreement.

16.2 Entitlement

No employee is entitled to be paid for a holiday on which they do not work when they were not entitled to wages for at least fifteen (15) days during the sixty (60) calendar days immediately preceding the holiday.

16.3 Holiday Falling on Day of Rest

An employee who qualifies for holiday pay in accordance with Clause 16.2 and is not required by the Employer to work on any of the above holidays shall be paid the equivalent of the wages they would have earned at this regular basic hourly rate for their normal hours of work. Normal hours of work are calculated as an average of the hours worked by the employee in the thirty (30) days immediately preceding the statutory holiday.

16.4 Holiday Falling on a Workday

An employee who qualifies for holiday pay in accordance with Clause 16.2 and is required by the Employer to work any of the above holidays shall be paid one and one half (1.5x) times their regular basic hourly rate for all time worked on such holiday.

16.5 Absent on Day of Holiday

No employee is entitled to be paid for a holiday on which they did not report for work after having been scheduled or called to work for that day.

ARTICLE 17 – TIME AWAY FROM WORK

17.1 Paid Leave – Bereavement Leave

In the event of a death in the immediate family of an employee, the Employer shall grant up to two (2) days off with pay at the employee's normal straight time rate where the employee was scheduled to work. If overnight travel is required, the Employer shall grant up to two (2) additional consecutive scheduled days off with pay, for a total of four (4) days of time away from work.

The term "immediate family" shall mean partner (including common-law partner) parents, children, siblings, siblings-in-law, grandparents, grandparents-in-law, grandchildren, parents-in-law, aunts and uncles. All "steps" are included as "immediate family."

In the event of the death of anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage, or common law partnership an employee shall be entitled to request unpaid time off consistent with the timelines described in the paragraph above. Such requests will not be unreasonably denied.

17.2 Jury Duty

- a) If an employee is summoned or subpoenaed for Jury Selection, Jury Duty or as a Crown Witness in a Provincial or Supreme Court proceeding, the employee shall immediately provide their store manager a copy of the summons or subpoena and make arrangements with the store manager for the time away from work.
- b) The Employer will pay the partner's regular wages for all missed scheduled shifts over a two (2) week period for jury or witness duty. Jury/witness pay under this policy is available only if the partner actually missed work or a scheduled shift as a result of the jury or witness duty. Time off for jury or witness duty in excess of two (2) weeks is unpaid.
- c) An employee discharged from such duty before the end of their regularly scheduled shift shall contact the Employer and advise the Employer of their discharge from duty. The employee may be required to report to their shift upon his discharge from duty.
- d) 17.2 in its entirety shall not apply to probationary employees.

17.3 Union Leave

- a) Employees who have been elected or appointed by the Union to attend Union conventions or schools shall be granted a leave of absence without pay for this purpose. The Union shall give the Employer twenty-one (21) days' notice in writing. Subject to operational requirements, leave will not be unreasonably denied if notice of less than twenty-one (21) days is given.
- b) Upon application to, and upon receiving the permission of the Union President or designate in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Employer or for the purpose of settling a grievance.

In the event of collective bargaining, the Employer agrees to provide the Union with Wage Rate Verification forms to facilitate wage reimbursement by the Union directly to

the employee(s). Not more than two (2) such official representatives shall be granted leave of absence for the time so spent.

In the event of settling a grievance, the Employer agrees any scheduled shifts missed for this purpose will be paid by the Employer. Further official representatives may be granted leave of absence without pay; these requests are subject to operational requirements and will not be unreasonably denied.

- c) Upon application to, and upon receiving the permission of the President or Designate in each specific case, official representatives of the Union may be granted a leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Union. Subject to operational requirements, the request will not be unreasonably denied.

17.4 Employee elected to Union office

- a) The Employer shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union office.
- b) A request for such an approved leave must be given to the Employer by the Union, in writing, on Union letterhead and signed by the representative of the Union.
- c) An employee who obtains such a leave of absence shall return to their employment within thirty (30) calendar days after the completion of their employment with the Union, provided the Employer receives twenty-one (21) days' notice with a confirmed return to work date.

17.5 Elections

Any employee eligible to vote in a federal, provincial, municipal, First Nation or other Indigenous election or a referendum will have four (4) consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

17.6 Personal Leave of Absence

Notwithstanding any provision for leave in this agreement, or Employment Standards Act, the Employer may grant leave of absence of a maximum of 30 days without pay to an employee requesting such leave. All requests should be submitted via the *Partner Hub*; approval or denial will be sent to the employee via email. Subject to operational requirements, leave will not be unreasonably denied. Upon return from leave of absence, the employee shall be placed in their former or equivalent position.

17.7 Compassionate Care Leave

- a) Upon request, the Employer shall grant an employee an unpaid leave of absence for up to 27 weeks to provide care or support to a family member who is gravely ill and who has a significant risk of death within 26 weeks.
- b) Employees' service while on the above approved leave of absence for compassionate care will be deemed continuous with associated benefits provided.

17.8 Critical Illness or Injury Leave/Family Caregiver Leave

Upon request, the Employer shall grant an employee unpaid leave to care for a family member whose health has significantly changed due to illness or injury;

- i. up to sixteen (16) weeks to provide care or support to a family member who is 19 years of age or older
 - ii. up to thirty-six (36) weeks to provide care or support to a family member who is under 19 years of age
- a) The leave shall be taken in units of one (1) or more weeks. The employee shall be entitled to take different periods of leave within the fifty-two (52) week period once first day of leave is taken. If the life of the family member is still at risk after such time, the employee may take another leave.
- b) A medical certificate shall be required to substantiate that the purpose of the leave is for providing care or support to a family member whose state of health has changed to the extent the family members life is at risk from the illness or injury.
- c) The employee's benefit plans coverage will continue for the duration of the critical illness or injury leave.
- d) Seniority shall continue to accrue during the period of the critical illness or injury leave.
- e) An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

17.9 Domestic Violence Leave

Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer and the Union agree that an employee who is in an abusive or violent situation will be treated with empathy and offered support, rather than be subjected to progressive discipline, provided the absence or performance issues can be linked to the abusive or violent situation. The Employer agrees to the foregoing to the point of undue hardship.

- a) In each calendar year, the Employer shall grant each employee paid leave for domestic violence and/or family violence, without loss of seniority, for up to ten (10) days. The employee is entitled to up to four (4) months of unpaid leave.

- b) Further to the above, the Employer agrees that requests for, vacation and any other paid or unpaid leaves of absence submitted by employees, in order for them to deal with issues related to domestic violence, shall not be unreasonably denied.
- c) The Joint Health and Safety committee, will develop and recommend strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns.
- d) The Employer will provide for counselling and referral to appropriate support services.
- e) It is further agreed that privacy and confidentiality should be maintained, and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.
- f) The Employer will protect the employees from adverse action or discrimination in the workplace or related to the workplace on the basis of their disclosure, experience, or perceived experience of domestic violence.

17.10 Religious Observations

Employees may request up to two (2) days off without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld. A minimum of twenty-one days (21) notice is required for time off requests under this provision unless this is impossible due to the unpredictable nature of the spiritual or holy day, in which case as much notice as possible shall be provided.

Employees granted time off under this provision may use accrued vacation pay, if available, in which case the days taken shall be considered days worked for purpose of entitlement to statutory holiday pay.

ARTICLE 18 - LAYOFF AND RECALL

18.1 Definition of a Layoff

"Layoff" is:

A cessation of employment or elimination of a job resulting from a reduction of the amount of work and/or hours required to be done or closure by the Employer.

18.2 Lay-off

- a) **In the event that a reduction in the workforce is deemed necessary, the Employer will lay off in reverse order of seniority providing that the remaining employees have the requirements to perform the remaining job functions.**
- b) **As much notice as possible, but in any event, not less than fourteen (14) days shall be given to each employee to be laid off. The notice shall be given in writing, except no notice shall be given to those employees who are recalled from lay off for periods of less than twenty-one (21) days' work.**
- c) **In the event of work shortages, the Union and the Employer shall attempt to meet by telephone or otherwise, to discuss alternatives to lay off. Thereafter, the layoffs will proceed unless the parties mutually agree to an alternative process.**

18.3 Recall from Lay-off

- a) **Employees on layoff will be recalled in order of seniority provided that the employee has the requirements to perform the required job functions.**
- b) **The Employer will contact the employee by telephone and provide the employee with a verbal notice of recall. If the Employer cannot reach the employee by telephone, then the Employer will send an emailed notice of recall to the employee, CC to the Union. Employees will have 24 hours from the time of the call and/or email to respond to the Employer and accept the recall. Failure of the employee to accept recall, by communicating with the Employer by telephone or email, will result in that employee being bypassed.**
- c) **An employee being recalled to work must return to work as soon as possible after the notice of recall but in any event not longer than five (5) calendar days after they accept the recall to work as outlined in 18.3(b).**

18.4 Medical Benefits while on Lay-off

Employees in receipt of benefits coverage who are laid off and elect to be placed on the lay-off recall list will have their medical benefits coverage maintained for three (3) months following the date of lay-off. Thereafter, the employee may elect to maintain their medical benefits coverage provided by the Employer during their recall period provided they pay to the Employer monthly in advance the total cost of the premiums for that coverage.

ARTICLE 19 - EMPLOYEE BENEFITS

All Partner benefits shall remain as listed on Starbucks benefits website; www.starbucksbenefits.ca, and are subject to change at the Employer's sole discretion. The Union will be advised in a timely way of any material change to benefits.

Any change to benefits by the Employer is not intended to diminish the overall comprehensive package of benefits available to support employees.

19.1 Extended Health and Dental Plan

The Employer will provide an Extended Health & Dental Plan for eligible employees. The extended health plan provides coverage for eligible expenses associated with paramedical services, mental health, hospitalization, eye exams, prescription lenses, frames and contacts, prescription drugs and emergency out-of-province medical. The dental plan covers preventative, basic and major services, as well as orthodontia for dependent children.

- a) Following hire, eligibility is established after the employee is paid a minimum of 160 hours in two consecutive calendar months.
- b) To remain eligible, employees must be paid at least 240 hours per calendar quarter. Eligibility is determined by the hours reported on the last pay cheque received in the calendar quarter. Paid calendar quarters are:
 - 1) January-March
 - 2) April-June
 - 3) July-September
 - 4) October-December
- c) Employees can monitor hours for benefits eligibility with the 'QTD (Quarter to Date) Hours' under the 'Other Benefits Information' section of their pay statements.

19.2 Registered Retirement Savings and Deferred Profit-Sharing Plan (RRSP/DPSP)

The Employer offers a Registered Retirement Savings and Deferred Profit Sharing Plan (RRSP/DPSP) for eligible employees.

- a) Employees are eligible to enroll if they are age 18 or older; and have completed at least 90 days of service.
- b) The Employer will match employee RRSP contributions, dollar for dollar, up to a maximum of 4% of eligible pay each pay period.
- c) Employee contributions are made via bi-weekly payroll deductions.
- d) Employee RRSP contributions are 100% vested. Company DPSP contributions vest 100% after two (2) years of employment with Starbucks.

19.3 Tuition Reimbursement Plan

The Employer offers a reimbursement plan which covers up to a maximum \$1,000 per annual calendar year for tuition, books and fees. This plan is subject to change at the Employer's sole discretion.

Eligibility requirements:

- 1) Have a minimum of 6 months of continuous service as of the start of the course/semester;
- 2) Be eligible for the Extended Health and Dental Plan at the start of the course/semester;
- 3) Take courses at an accredited educational institution towards a certificate, diploma or degree program;
- 4) Be an employee on the payroll and actively employed with Starbucks Canada when reimbursement is processed;
- 5) Earn at least a "C" grade (or "pass" in pass/fail course); and
- 6) Submit the application for reimbursement and all required supporting documentation within 90 days of course completion.

ARTICLE 20 – JOINT WORKPLACE RELATIONS COMMITTEE

20.1

The parties included in this agreement will form a Joint Workplace Relations Committee of two (2) members appointed by the Employer and of two (2) members appointed by the Union.

The Employer representatives should be:

1. Store Manager or designate
2. Partner Resources representative or designate

The Union representatives should be:

1. Union Representative
2. Member from Local 2009 or District 3 Representative.

The first meeting shall be held as soon as practicable after the ratification of the collective agreement and the appointment of the Union Representatives. Meetings will continue for the life of this agreement, after the initial meeting, on a quarterly basis during work hours. Either party may submit issues for discussion one week prior to the meeting.

The committee will be responsible for appointing one of the Union Representatives to record minutes of meeting; minutes shall be approved by both the Union and the Employer.

20.2

The function of this Committee shall be to:

- a) develop good relations between the Union and the Employer by examining problems of common interest which concern management and all or part of the employees in the bargaining unit.
- b) make recommendations to the parties.
- c) Ensure all JWRC minutes are posted on the Union's designated bulletin board.

ARTICLE 21 - GENERAL CONDITIONS

21.1 Personal Property

The Employer will provide a securable space for employees to store personal possessions, wallets, and/or purses when the employees are scheduled to work. Such space may be secured by lock by employees when they are at the worksite.

21.2 Force Majeure/ Act of God

It is understood that events which result from Act of God, breakdown of operations, strike or labour dispute or for any reason beyond the control of the Employer, the provision of proper notice scheduling and other similarly impacted items in the Agreement may not apply.

21.3 Copies of Agreement

- a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the parties will have printed sufficient copies of the agreement for distribution to employees. The Union and, where practicable, the Employer, will make the agreement available electronically to all employees.
- b) The Employer and Union will share the cost of printing and distribution.
- c) The agreements will be printed in a United Steelworker shop. The Employer will be afforded the opportunity to review and approve the final language prior to printing.

21.4 Contracting Out

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in any significant adverse impact of such employees, without first discussing with the Union.

21.5 Staff Confidentiality

Any confidential personal information about staff of the Employer, which is directly learned by the Employer in the normal course of business, will be treated as strictly confidential and the Employer will take all reasonable precautions to safeguard it.

21.6 Bulletin Boards

The Employer will provide a bulletin board for the posting of Union notices provided that such notices are signed by an authorized Union official.

21.7 Aprons

The Employer shall supply, at its expense, the apron that it requires its employees to wear and bear the cost of cleaning said aprons.

ARTICLE 22 – TERM OF AGREEMENT

22.1 Duration

This agreement will be binding and remain in effect for three (3) years upon date of ratification.

22.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party.

(b) Where no notice is given by either party, both parties will be deemed to have been given notice under this article on (to be determined)

22.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 23.2 (Notice to Bargain), the parties will, within 10 days after the notice was given, commence collective bargaining.

22.4 Changes in Agreement

Any change deemed necessary in this agreement may be made by the mutual agreement of the Employer and the Union at any time during the life of this agreement.

22.5 Effective Date of Agreement

The provisions of the agreement will come into full force and effect on the date of ratification, unless specified otherwise.

22.6 Agreement to Continue in Force

Both parties will adhere fully to the terms of this agreement until a strike or lockout occurs.

Signed off this 22nd day of June 2021

For the Union (USW Local 2009)

[Signature]

Sarah Broad

[Signature]

For the Employer (Starbucks)

Kate Jenton

"A. J. Hamilton" per
Kate Jenton

APPENDIX A – WAGE SCALE

Upon date of ratification:

Time in Role (Years)	0 to 1	1 to 2	2 to 3	3	4+
Barista	\$15.75	\$16.20	\$16.65	\$17.15	\$17.67
SS	\$19.22	\$19.76	\$20.31	\$20.92	\$21.56

New Hire Start rates:

Barista	\$15.75
SS	\$19.22

*Upon ratification each employee shall receive a lump sum payment of \$175.00.

LETTER OF UNDERSTANDING #1

Between

STARBUCKS COFFEE CANADA, INC. (VICTORIA, B.C.)

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS)
ON BEHALF OF LOCAL NO. 2009**

The Parties agree as follows:

As a result of the COVID-19 global pandemic, employees will be required to self-isolate in certain circumstances and may be eligible for "Self-Isolation Pay" for missed shifts. The Employer's policy is outlined in a document titled "COVID-19 Self-Isolation Guidelines" for employees who are required to self-isolate as a result of the COVID-19 pandemic; this policy is subject to change at the Employer's discretion.

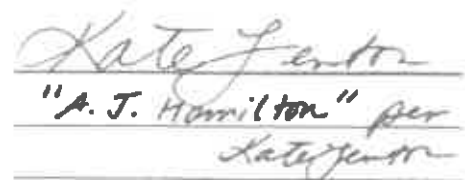
Signed off this 22nd day of June 2021

For the Union (USW Local 2009)



Sarah Broad

For the Employer (Starbucks)



"A. J. Hamilton" per
Kate Fenton
