

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**Cartems Donut Inc.**

**AND**

**United Food and Commercial Workers, Local 1518**

**February 1, 2021 to January 31, 2023**

Ratified by member vote: February 19, 2021



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**MEMORANDUM OF AGREEMENT made this 4 day of February, 2021.**

**BETWEEN:** **CARTEMS DONUTS INC.**, whose principal place of business is located at **Vancouver**, Province of British Columbia

(herein after referred to as the "EMPLOYER")

**AND:** **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, Chartered by the United Food and Commercial Workers International Union

(herein after referred to as the "UNION")

**WHEREAS:** The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

**NOW THEREFORE:** The Employer and the Union mutually agree as follows:

**ARTICLE 1 – PREAMBLE**

The purpose of this agreement is to set out the terms and conditions of employment including hours of work, rate of pay, benefits, and an amicable method of settling disputes, which may arise from time.

The Employer and the Union recognize that a relationship of goodwill, respect, co-operation, and dignity is essential between the Employer, the Employees and the Union.

**ARTICLE 2- MANAGEMENT RIGHTS**

- 2.1 The Union recognizes that the management of the Employer and directions of its workforce are fixed exclusively in the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- (a) Operate and manage its affairs in as efficient and economic manner as it deems fit;
  - (b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, and recall employees;
  - (c) Suspend, discharge or otherwise discipline non-probationary employees for just cause;
  - (d) Suspend, discipline or discharge a probationary employee for any reason satisfactory to the Employer, provided the Employer does not act in bad faith or for discriminatory reasons;
  - (e) Determine the nature and kind of business to be conducted by the Employer; the services to be rendered and the method by which such services will be rendered;

- (f) Identify the need for training, including recurrent training, and assign such training to employees as the Employer sees fit;
- (g) Determine whether to perform work or services or have work or services performed by others;
- (h) Determine the schedules of operations; the number of shifts; the schedules of work; the number and kind of personnel to be employed; the number of hours worked; starting and quitting times; when overtime will be worked; reasonable standards of performance; the quantity and quality of services provided by employees;
- (i) Make, enforce and alter from time to time, reasonable rules, regulations, policies and procedures to be observed by employees; and
- (j) Implement changes to jobs, job content or job assignments.

2.2 The management of the Employer's operation and the selection and direction of all employees shall continue to be vested with the Employer, except where specifically abridged by the terms of this Collective Agreement.

2.3 The Union also acknowledges that managers or other excluded personnel may perform bargaining unit work, as needed. This right will not be used to erode the bargaining unit.

### **ARTICLE 3 – UNION RECOGNITION AND MEMBERSHIP**

3.1 The Employer recognizes the United Food and Commercial Workers International Union Local 1518 as the exclusive bargaining agent for all bargaining unit employees.

3.2 Bargaining unit employees, as a condition of employment, must remain members of the Union for the duration of their employment or until they obtain positions with the Company, outside the bargaining unit.

3.3 All employees covered by the Collective Agreement will be required to pay the regular Union membership dues designated by the Union. These dues will be deducted from the employees pay and remitted to the Union.

### **ARTICLE 3 - SENIORITY**

4.1 Seniority shall be defined as the length of time of an employee's service within the bargaining unit, calculated as the elapsed time from the day the employee was first employed, unless their seniority is broken.

4.2 New employees shall be on probation and shall not acquire any seniority rights until they have completed three (3) months of employment. The Employer, with notice to the Union and the affected employee, where the Employer remains unsure of suitability for regular employment, shall have the right to extend the probationary period for (3) three further months provided reasons are given to the Union and the affected employee for the extension.

- 4.3 During the probationary period, an employee may be dismissed if found to be unsuitable, and such employee may be discharged at any time during probation period without notice. The suitability of a probationary employee shall be determined by the Company, however, the Company shall not act in a manner which is arbitrary, discriminatory or in bad faith.
- 4.4 Upon satisfactory completion of the probationary period. The employee's seniority shall be calculated from the original day of employment.
- 4.5 Seniority lists shall be revised and brought up-to-date every six (6) months and the Company shall supply a copy to the Union.
- 4.6 Seniority is the ranking of employees in accordance with their most recent date of hire and is applied on a store and departmental basis, unless otherwise specified in this Agreement.
- 4.7 Seniority rights shall cease and an employee shall be deemed terminated if an employee:
- (a) voluntarily terminates their employment;
  - (b) is discharged and such discharge is not reversed through the Grievance Procedure;
  - (c) is laid off for a continuous period of more than six (6) months;
  - (d) is absent due to sickness or injury for a continuous period of more than twenty-four (24) months and are deemed unlikely to be able to return within the subsequent six (6) months; or
  - (e) is absent without leave for three (3) consecutive days without satisfactory reason or without notifying the Employer of the absence in advance , and the satisfactory reason for it.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

- 5.1 (a) There shall be up to one (1) Shop Steward at each store department, elected by the Union in a manner determined by them. The Company shall be kept informed of the names of the Shop Stewards.
- (b) Grievances will be investigated or processed in a manner which does not interfere with production and service. Any grievance must be brought to the Company's attention within seven (7) calendar days of the alleged breach of the Collective Agreement, or where the grievor is reasonably unaware of the alleged breach of the Collective Agreement, within seven (7) days of the grievor becoming aware of the alleged breach.
- (c) It is agreed that the purpose of the grievance procedure will be to settle all grievances promptly, and that consultation at any step on the following procedure will take place respectfully and speedily so that friction or animosity will be

reduced to a minimum. Any grievance not filed or advanced within the time limits set out in Articles 5 and 6 of this Collective Agreement will be deemed to be abandoned, unless both parties mutually agree to extend the time limits, in writing.

- 5.2 (a) The following procedure shall be applicable progressively to the resolution of disputes or grievances:

**First Step:**

Any grievance will first be discussed verbally between the Union Steward or Chief Steward, and the General Manager. A verbal decision must be rendered within four (4) working days, unless mutually agreed otherwise between the Company and the Shop Steward. Failing settlement at this step, the matter shall then proceed to the Second Step.

**Second Step:**

The Chief Shop Steward or Union Steward may file a written grievance with the General Manager. A written decision will be rendered within five (5) working days unless mutually agreed otherwise between the Company the Union. All grievances and decisions at this stage are to be in writing. Should either party intend to proceed to arbitration they must advise the other party in writing within twenty (20) working days from the date the decision was rendered under Step 2 of the grievance procedure. Both parties will then proceed as outlined in Article 6 – Arbitration

- (b) Saturdays, Sundays and Statutory Holidays shall not be considered as “working days” wherever this phrase occurs in this Agreement.
- (c) Notwithstanding the provisions of Article 5.2 (a) above, the aggrieved employee shall be present, if required by either party.

5.3 When the Company deems it necessary to discipline an employee, they shall have a Union Steward present for any formal disciplinary meeting. If no Union Steward is on shift, the employee may have the option to elect to have a witness present of their choice who is working at the time in the store.

5.4 A copy of formal discipline report to be entered on an employee’s file will be given to the employee. An employee’s signature on discipline indicates receipt of the discipline and not agreement with it. Subject to giving the Employer advance notice of at least three (3) days, employees shall have access to their personnel file.

5.5 A grievance alleging termination without cause shall be filed at the second step.

5.6 The Company will give the Shop Steward or their designee a copy of the letter of suspension or discharge of any employee within two (2) business days of such action being taken.

5.7 When settlement is reached at any stage of these proceedings, between the Company and the Union, such decision shall be final and binding for that particular matter, but will be otherwise without prejudice and precedent.

## **ARTICLE 6 – ARBITRATION**

- 6.1 Upon receipt of written notice, from either party, that it wishes to have a grievance proceed to arbitration, the following procedure shall apply:
- (a) The parties shall exchange names of arbitrators within ten (10) working days of the date of reply in Step 2 of the Grievance Procedure; and
  - (b) If the parties are unable to agree upon a choice of a sole arbitrator, the parties will request the Minister of Labour to appoint a sole arbitrator.
- 6.2 Each party shall pay one-half of the fees and expenses of the sole arbitrator.
- 6.3 The arbitrator shall not have the power to alter, amend, modify, change, or make any decision inconsistent with the provisions of this Agreement.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

- 7.1 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, number of days per week, nor as a guarantee of work schedules.
- 7.2 Overtime will be paid in accordance with the Employment Standards Act.
- 7.3 The Union recognizes the Company will schedule staff and any contract labour in a manner that minimizes overtime.
- 7.4 Where multiple employees in the same classification are scheduled for the same day, at the same location, for shifts of different lengths, the most senior employee will receive the longer shift scheduled that day.
- 7.5 No employee shall be permanently transferred to a different store without mutual agreement between the employee and the Employer.
- 7.6 Where overtime is required in a department, the Company will first canvass senior qualified employees working in the department, to perform the required overtime work. If there are not enough qualified volunteers in the department, the Company may require, in reverse order of seniority, junior qualified employees in the department to work the overtime.
- 7.7 An employee's overtime rate will be calculated based on the applicable base rate. There will be no compounding or pyramiding of any premiums.
- 7.8 Sunday shall be considered the first day of work for the basic workweek.
- 7.9 A weekly work schedule will be posted on or before Tuesday for the workweek beginning Sunday, three (3) weeks in advance.

- 7.10 Any employee who reports for work as required and who by reason of sellout of product, or some breakdown in the store is dismissed for the day, shall receive payment for the number of hours worked, or two (2) hours' pay, whichever is the greater.
- 7.11 When approved by management, if an employee attends a product knowledge workshop, mandatory staff meeting or training or other special assignments outside of the regular scheduled shifts, they shall be paid a minimum of two (2) hours, unless such attendance occurs immediately prior to or following an employee's scheduled shift, in which case they shall be paid only for time actually spent in attendance, which shall be considered time worked and paid at the applicable rate.
- 7.12 The existing practice as it relates to Meal Breaks will be maintained. Employees may be required to work during Meal Breaks if operationally required.
- 7.13 All employees shall be entitled to ten (10) hours of rest between shifts, unless mutually agreed to a shorter time.
- 7.14 When a five (5) day a week bargaining unit position is vacated, management shall update the Union on its decision to replace the vacancy. Where internal applicants apply for any vacated five (5) day a week position, they shall be considered for that position in conjunction with any external applicants. The filling of any five (5) day a week vacancy shall be based on merit, ability and qualifications. Ability, merit and qualification being about equal, internal applicants shall prevail over external applicants.

## **ARTICLE 8 – LAYOFF AND RECALL**

- 8.1 When the Employer deems it necessary to reduce the work force, the Employer shall inform the Union of the need for layoffs. When a reduction in the workforce is required, the order of layoff shall be determined by seniority within the effected store and department, provided the remaining employee(s) have the skill, ability and qualifications to perform the remaining work.
- 8.2 Employees will be recalled in order of their store and departmental seniority, subject to their having the skill, ability and qualifications to perform the work required, without training.
- 8.3 Any employee laid off and recalled for work must return within three (3) workdays after being recalled, or provide a reason satisfactory to the Employer for their failure to return during that time, or their seniority and employment will cease.



## **ARTICLE 9 – VOLUNTARY SEVERENCE**

- 9.1 In the event a non-probationary employee is laid off due to lack of work, or there is a permanent closure or sale or transfer of ownership of a store or part thereof, causing a regular employee to lose their employment, an employee may opt to receive severance pay at their regular rate of pay according to the following schedule:

| <b>Consecutive Service</b>                                 | <b>Severance pay</b>  |
|--|---|
| Greater than three (3) months, but less than two (2) years | One (1) week  |
| Two (2) years or greater                                   | One (1) week's pay for every year of service to a maximum of ten (10) weeks |

- (a) This clause does not apply to a temporary layoff, employees who accept other full time or part time employment with the Employer, employees who lost employment and are reinstated within thirty (30) days to their former position, or to a regular employee who declines to accept comparable employment with a successor employer.
- (b) Employees must notify the Employer of their intention to receive severance pay within two (2) weeks of the date they are notified of their lay-off or loss of employment. Should an employee opt to receive severance pay pursuant to this Article, any right to recall will cease, and their seniority rights shall immediately cease.
- (c) A copy of notice of dismissal or layoff of employees who have been employed more than three (3) calendar months shall be forwarded to the Union.

## **ARTICLE 10 - DEDUCTIONS**

- 10.1 The Employer is authorized and shall deduct, monthly Union dues and applicable initiation fees from each employee's pay, in the amount stipulated by the Union. Deductions shall be made effective the first of the month, following date of hire from all employees.
- 10.2 Monies deducted during any month shall be forwarded to the Union on or about the fifteenth (15th) of the month following for which dues are deducted and accompanied by a written statement of the names for whom the deductions were made and the amount of each deduction, along with a list of names of the employees for whom no deduction was made and the reasons therefore.

## **ARTICLE 11 – VACATIONS**

- 11.1 Employees will earn annual vacation entitlement, with pay calculated as a percentage of their gross earnings as follows:
- (a) after one (1) year of service – ten (10) working days' vacation, with pay at four percent of gross earnings.

- (b) after five (5) years of service – fifteen (15) working days' vacation, with pay at six percent of gross earnings.
- 11.2 Employees are expected to take their annual vacation entitlement and vacation pay shall be paid out in the following manner:
- (a) on the pay day immediately prior to an employee's scheduled vacation; or, in the event an employee does not use their annual vacation entitlement in a calendar year, any outstanding vacation pay owing will be paid out by the end of January of the following year.
- 11.3 (a) The Employer shall post blank vacation schedules by January 1 of each year. Employees shall enter first preferences by February 1, with the requested vacation to be confirmed by the Employer no later than March 1 in each year. The Employer will endeavour to grant vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two (2) or more requests for vacation at the same time, seniority shall apply.
- (c) The Union recognises the Company will limit the number of employees off for vacation at once in any department.
  - (c) Subject to store and operational needs, vacation may be taken in single day allotments.
- 11.4 In the event a public holiday falls during an employee's annual vacation, the employee will receive a day off either immediately before or after the vacation period, unless mutually agreed otherwise.
- 11.5 There shall be no carry over of vacation from one calendar year to the next.

**ARTICLE 12 – STATUTORY HOLIDAYS**

12.1 The following days shall be considered statutory holidays:

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

12.2 Statutory Holidays under this Agreement will reflect those set out in this Agreement and should the Employment Standards Act, be amended to add or replace statutory holiday days, the Company shall respect those days as statutory holidays for purposes of this Agreement.

12.3 The Company may, upon written request in advance by a member of the bargaining unit or Union, agree to substitute another culturally significant day for a named

statutory holiday. Where this is agreed to, the substituted day shall be treated as the statutory holiday.

- 12.4 In order to be entitled to receive a day off with pay on a statutory holiday, the employee:
- (a) must have been employed for at least thirty (30) calendar days prior to the statutory holiday;
  - (b) must have earned wages or performed work on at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday;
  - (c) must have worked their full scheduled hours of work on the workday immediately preceding and immediately following the holiday unless excused by the Company, or the employee was absent due to:
    - (i) regularly scheduled vacation; or
    - (ii) bereavement leave.
- 12.5 Statutory holiday pay for those who qualify shall be computed in accordance with the Employment Standards Act.
- 12.6 Where an employee with thirty (30) or more days service is required to perform work on one of the above-mentioned statutory holidays, they shall be paid time and one half (1 ½) their regular straight time hourly rate for all hours worked up to eleven (11) hours and double (2) times their regular straight time hourly rate for all hours worked in excess of eleven (11). In addition, the employee shall receive their statutory holiday pay if they qualify for such pay.
- 12.7 Where a statutory holiday falls during an employee absence unpaid by the Company, including lay-off, the employee will not receive holiday pay.
- 12.8 When a statutory holiday falls while an employee is absent from work but is receiving other monies including, but not limited to, workers' compensation or disability pay, they shall not receive statutory holiday pay.

### **ARTICLE 13 – LEAVES OF ABSENCE**

- 13.1 Employees may make written application for leaves of absence without pay. The Employer, in its sole discretion, may grant requests after considering length of service, any compassionate grounds and operational requirements. Leaves of absence shall not exceed six (6) months.
- 13.2 All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.

## **ARTICLE 14 – BEREAVEMENT**

- 14.1 If there should be a death in the employee's immediate family, the employee shall be entitled to bereavement leave of five (5) unpaid working days. An employee may, upon written request to the Employer, take or extend their bereavement leave without pay, for purposes of attending the service or funeral at a later time.
- 14.2 Immediate family shall include the spouse or partner, parent, child, sibling, grandparent, grandparent-in-law, grandchild, in-laws and step family relatives of the employee.
- 14.3 Employees may request up to five (5) consecutive working days of vacation time, or unpaid leave for time off in the event of a death of other person not listed above.

## **ARTICLE 15 – PREGNANCY, PARENTAL AND OTHER LEAVES**

- 15.1 Pregnancy, Parental, and other leaves of absence provided for in Part 6 of the BC *Employment Standards Act* shall be granted in accordance with the terms set out in the *Employment Standards Act*.

## **ARTICLE 16 – TIME OFF FOR UNION BUSINESS**

- 16.1 The Employer agrees that employees chosen for such purposes shall be given time off without pay in order to attend Union Conventions, training or participate in negotiations involving the Employer. The number of employees in excess of one (1) granted leave of absence for these purposes (or three (3) in the case of collective agreement negotiations) shall be determined by mutual agreement. The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence.
- 16.2 The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and contributions made on the employee's behalf during such absence.

## **ARTICLE 17 – SAFETY AND HEALTH**

- 17.1 The Employer and the Union shall agree to promote a safe and healthy work environment for all employees. The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment.
- 17.2 The Employer agrees to establish and maintain a Health and Safety committee. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations. All store departments shall have one (1) worker representative on the Health and Safety committee, elected or appointed by the Union.
- 17.3 The Health and Safety Committee shall meet once every three (3) months, or more often if agreed to be both parties, to discuss any issues regarding employee health and safety, and shall identify potential health and safety risks, institute means of improving the level of health and safety of the employees and obtain information from the Employer respecting safety experience and work practices and standards. The Union

and the Employer are committed to satisfactorily dealing with all issues brought forward by this joint committee.

## **ARTICLE 18 – COMMITMENT AGAINST HARASSMENT**

18.1 The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment and discrimination as defined by the BC Human Rights Code.

Where the Employer has received an allegation of harassment or discrimination, it will investigate that allegation as per WorkSafeBC policy. If the Union receives an allegation, it shall immediately advise the Employer.

Where a complaint of harassment involves a management person or other excluded personnel, including an owner, the investigation will be carried out by a different person. A summary of the investigation report will be provided to the Union upon request with the consent of the employees involved.

18.2 It shall be the policy of the Employer and the Union to uphold the prohibited grounds of discrimination as set out in the Human Rights Code of British Columbia. Furthermore, the Employer and the Union recognize the right of employees to work in an environment free of discrimination due to disability, including disability due to addiction.

## **ARTICLE 19 - GENERAL**

19.1 The Company shall allow the Union to install a bulletin board for the exclusive use of the Union. The bulletin board shall be located in an appropriate place to which employees have access. The Union may post notices of meetings or other Union events.

19.2 Duly authorized representatives of the Union shall be entitled to visit the store, upon providing a minimum of two (2) hours' notice to the General Manager or their designate. The manager may require the Union Representative to reschedule the visit due to store needs. Store visits will not be unreasonably rescheduled.

19.3 The Company may require an employee to provide a physician's note to substantiate any absence due to sickness or injury. The Company may require further detail from the physician where reasonable circumstances warrant. In the event further detail from a physician is requested by the Company, the Company shall pay the reasonable cost of that further report, to a maximum of \$50.00.

19.4 The Union acknowledges that the use of video cameras in the workplace is a legitimate tool for security, health and safety and the deterrence of theft. The initial viewing of any video will be done by excluded personal only.

19.5 Back of the house employees' uniforms shall be furnished, cleaned, laundered and repaired free of cost to the employee.

19.6 When an employee is required by the Employer to wear a uniform of special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished, free of cost to the employee.

## **ARTICLE 20 - BENEFITS**

- 20.1 The Company will continue the current Pacific Blue Cross benefit plan, or its reasonable equivalent (the "Plan"), for employees whom regularly work greater than 21 hours a week and whom have six months or more service. The Company will pay 50% of the premium, with the remaining 50% being deducted from the employees pay.
- 20.2 A description of benefits will be provided to the Union and to each employee. Participation in the Plan is mandatory for qualifying employees, except where employees are not required by the benefit provider to participate, including by reason that they are independently covered by a comparable plan.
- 20.3 The Company's sole obligation under this Article is to provide the Plan. Benefit eligibility and coverage is subject to the terms and conditions of the Plan and benefit provider. Any disputes regarding eligibility and coverage is not subject to the Grievance procedure.
- 20.4 The Employer agrees to maintain the Employer's portion of benefit premiums, where an employee is off work due to approved illness or WCB leave, provided the Employee continues to remit their portion of benefit premiums to the Employer, in advance of the month where such premiums are due.

## **ARTICLE 21 – WAGES**

- 21.1 Attached to this Agreement shall be a Wage Schedule and a listing of classifications covering bargaining unit employees.
- 21.2 Where an employee is temporarily transferred to a different classification they shall be red-circled in their current rate of pay during the period of temporary transfer. Where an employee is permanently transferred to a different classification, they shall be paid in accordance with the new classifications rate of pay.
- 21.3 Employees in the Back of House Department may be cross-trained in different classifications for up to 160 hours, during which time they shall be paid in accordance with their previous classification. Following the successful completion of 160 hours of cross training, where employees are required to perform the work of a different classification on a temporary basis, they shall be compensated at the applicable rate for hours worked in that classification.
- 21.4 The Employer shall provide the Union with a written policy concerning the disbursements of tips by no later than 60 days following ratification of this Agreement, and any future changes to that policy shall be communicated to the Union in advance of implementation. The Employer agrees that tip money will be accounted for in a transparent manner.

## **ARTICLE 22 – NO STRIKE OR LOCKOUT**

- 22.1 It is understood that during the term of this Agreement that the Employer will not lockout its employees. It is also understood that during the term of this Agreement the Union will not permit or encourage any strike, slowdown, stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.



## APPENDIX A – WAGE SCHEDULE

### Front of House Department

| Classification  | Hours Worked | Date of Ratification | June 1, 2021 | One year post-ratification |
|---|--------------|----------------------|--------------|----------------------------|
| <b>Front of House 1</b><br>(Cashier/Barista)                    | 0-1000       | 15.00                | 15.20        | 15.40                      |
|   | 1001-2000    | 15.10                | 15.30        | 15.50                      |
|   | 2001+        | 15.20                | 15.40        | 15.80                      |
| <b>Front of House 2</b><br>(Store Supervisors,<br>Lead Trainer) | 0-1000       | 15.30                | 15.50        | 15.90                      |
|   | 1001-2000    | 15.80                | 15.80        | 16.10                      |
|   | 2000+        | 16.15                | 16.15        | 16.35                      |

### Back of House Department

| Classification                            | Hours Worked | Date of Ratification | June 1, 2021 | One year post-ratification |
|---|--------------|----------------------|--------------|----------------------------|
| <b>Driver</b>                             | 0-1000       | 15.20                | 15.30        | 15.40                      |
|   | 1001-2000    | 15.50                | 15.50        | 15.55                      |
|   | 2000+        | 16.00                | 16.00        | 16.20                      |
| <b>Dishwasher</b>                         | 0-1000       | 14.60                | 15.20        | 15.20                      |
|   | 1001-2000    | 14.80                | 15.25        | 15.25                      |
|   | 2000+        | 15.00                | 15.30        | 15.35                      |
| <b>Glazer</b>                             | 0-1000       | 15.30                | 15.50        | 15.75                      |
|   | 1001-2000    | 16.00                | 16.00        | 16.25                      |
|   | 2000+        | 17.00                | 17.00        | 17.50                      |
| <b>Baker</b>                              | 0-1000       | 17.00                | 17.25        | 17.50                      |
|   | 1001-2000    | 17.00                | 17.75        | 18.00                      |
|   | 2000+        | 17.50                | 18.25        | 18.50                      |
| <b>Assistant Sous<br/>Chef/Supervisor</b> | 0-1000       | 18.00                | 18.00        | 18.00                      |
|   | 1001-2000    | 18.05                | 18.05        | 18.25                      |
|   | 2000+        | 18.25                | 18.25        | 18.50                      |

Notes:

- The rates contained in this Wage Schedule are minimum rates.
- Employees whom are paid above the wage rate set out in the above schedules on the date of ratification, shall not have their wage decreased upon ratification, and shall be red-circled for all work performed in their current classification at their current store. Should employees be permanently transferred or recalled to a different store or classification, they will receive the wage rate set out in the Wage Schedule upon their transfer or return.
- Employees shall be credited for hours worked prior to ratification, for purposes of this Wage Grid. Where employees have worked greater than 2000 hours prior to ratification, they shall be deemed to have 2001 hours worked as of the date of ratification, notwithstanding actual hours worked.





**LETTER OF UNDERSTANDING #2**

**BETWEEN**

Cartems Donuts Inc. (the "Employer")

**AND**

United Food and Commercial Workers Local 1518 (the "Union")

**Re: Troubleshooter**

The parties agree to a Troubleshooter process during the term of this Collective Agreement. The Employer shall have the option of not continuing with the process after this period.

An individual agreed to by the parties shall be scheduled on a rotating basis to conduct expedited hearings on the following basis:

Either party may refer grievances to this process upon providing the other party with three (3) weeks' notice of a grievance being referred.

Both parties must agree to forward a grievance to a Troubleshooter. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.

Any facts or documents to be relied upon shall be disclosed at least one (1) week prior to the Troubleshooter.

Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.

Legal counsel may be used by either party but only to present the case.

The parties shall develop other procedures or guidelines as mutually agreed.

Decisions of the Troubleshooter are final and binding for the particular grievance, but of no precedential value.

It is understood that this process will expire one day prior to the expiry of this Collective Agreement unless mutually agreed otherwise by both parties in writing.

**AGREED this** 9 **of** April **, 2021.**

**FOR THE UNION**



**Kim Novak  
President**

**FOR THE EMPLOYER**

**LETTER OF UNDERSTANDING #3**

**BETWEEN**

Cartems Donuts Inc. (the "Employer")

**AND**

United Food and Commercial Workers Local 1518 (the "Union")

**Re: Elimination of Advanced Order Supervisor Position**

The Parties agree that the Employer has eliminated the position of Advanced Order Supervisor.

The Parties further agree that any incumbents of the Advanced Order Supervisor position as of the date of ratification, whom are transferred to a different classification as a result of the elimination of the Advanced Order Supervisor Position, shall be red-circled at their prior rate of pay, in their new classification.

**AGREED this 9 of April, 2021.**

**FOR THE UNION**



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**Kim Novak  
President**

**FOR THE EMPLOYER**



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