

# **COLLECTIVE AGREEMENT**

**Between**

**Matchstick Coffee Inc.**

**And**

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

**January 1, 2023 to March 23, 2025**

Ratified by member vote: March 23, 2023



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**MEMORANDUM OF AGREEMENT made this 23 day of March, 2023.**

**BY AND BETWEEN:** **MATCHSTICK COFFEE INC.**, whose principal place of business is located at Vancouver, Province of British Columbia.

(hereinafter referred to as the "EMPLOYER")

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

(hereinafter 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:

**SECTION 1 – Bargaining Agency**

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- 1.01 **Purpose of agreement:** The general purpose of this Agreement is to establish and maintain collective bargaining relations and to foster co-operation between the Employer and the Union and the employees covered by this Agreement.
- 1.02 **Bargaining Agency:** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Matchstick Coffee Inc. in a unit composed of employees at and from 639 East 15th Avenue, 213 East Georgia Street, 4807 Main Street, 1328 Richards Street, and 1305 Davie Street, Vancouver BC as well as the Delivery, and Commissary functions at these addresses **or any new Commissary or location (s) with a Commissary opened by Matchstick Coffee Inc. in Vancouver, Burnaby or Richmond** with respect to rates of pay, wages and all other conditions of employment set out in this agreement save and except for the owner, the owner's children, and the following excluded personnel: one (1) Café Manager per location, one (1) Commissary Manager, one (1) **Facilities Manager**, one (1) Sales Manager, **one (1) Coffee and Beverage Program Manager**, one (1) Operations Manager, Accountant(s), and those excluded by the Labour Relations Code of British Columbia.

**SECTION 2 – Union Shop**

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- 2.01 Employees within the scope of the bargaining unit, as a condition of employment, will be required to join the Union (except with exceptions above).

- 2.02 The Employer agrees to provide the Union, in writing, with the name, address, home phone, mobile phone, and email address of each employee in the bargaining unit along with the employee's date of hire. The Employer will require new employees **submit an online** Union membership application. The Employer further agrees to provide the Union once a quarter with a list containing names of all employees who have terminated their employment during the preceding three (3) months.
- 2.03 Probationary Period: During the first three (3) months of employment, each new employee shall be on probation. Probationary employees will have their performance evaluated by their café manager or destinate, within two (2) months of their date of hire.

The probation period can end before three (3) months at the Employers' discretion.

### **SECTION 3 – Deduction of Union Dues**

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- 3.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names of the employees from whom the deductions were made, their social insurance numbers, the amount of each deduction, and the calendar period to which each deduction applies. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

### **SECTION 4 – Jurisdiction**

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- 4.01 All bargaining unit work shall be performed by members of the bargaining unit with exception to one (1) excluded café manager at each café location, who averages working thirty (30) hours of bargaining unit work each week. Managers at the non-café functions will not be bound by the 30 hour a week average. Additional excluded personnel may be used when bargaining unit personnel are not available. The hours worked by excluded personnel will not be used to erode the bargaining unit hours and will be subject to the grievance process.

The Union and the Employer acknowledge that third-party services engaged by the Employer at the date of ratification will continue.

The Union and the Employer agree to meet in good faith to discuss any additional third-party services that will impact existing employees' hours of work, prior to those services being put in place.

- 4.02 The children of the owner will be scheduled into a function with a "seniority date" of their first shift. They will maintain a seniority date subject to Article 8, (6-week LOA provision) and will be given a new seniority date if their following shift is beyond the last shift as per Article 8, (6-week LOA provision). They will be scheduled by their seniority date for the function that they first work in. They will be able to pick up open shifts in any other function as any other bargaining unit employee.

- 4.03 Employees will be able to pick up shifts in non-bargaining unit positions (HR and Communications) and those hours will not be subject to claim. These employees will relinquish corresponding bargaining unit hours. Rates of pay will be negotiated on a case-by-case basis with the Employer but will not be subject to claim.

## **SECTION 5 – Hours of Work, Work Schedule and Breaks**

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- 5.01 Sunday shall be considered the first day of work for the basic work week.
- 5.02 In scheduling employees to fill daily shifts, the Employer will give preference to the most senior employee who work the shifts subject to the Articles below, as long as the employee is trained in the skillset (barista, baker) of the shift.

Employees are hired into a primary function; a café location, delivery, or the commissary. **Where an employee is hired as a Café Worker, they will be scheduled in a primary café location.** Employees will be allowed to pick up shifts in a secondary function without having seniority in that function **or location** but it is understood that an employee with higher Employer-wide seniority will not be able to use their seniority to gain scheduling advantage in a secondary function above more junior employees for whom that is their primary function. However senior (Employer-wide) employees working in a secondary function will have the preference to shifts over junior employees working in that secondary function.

**The employer will maintain a database of employees who wish to work in secondary locations/functions. These employees may be scheduled in their selected secondary locations/functions as required by the location manager.**

Employees shall be given the opportunity to maximize their hours, in accordance with their seniority **in their primary function/café location**. Employees must fill out an Availability Form that will be supplied by the Employer. The Availability Form will allow employees to indicate their preferred shifts and days of work as well as shifts that they are unavailable to work. This form can be changed **upon providing one (1) month notice to the Employer**. All changes to the Availability Form will be reflected on the next written schedule. Probationary employees will not be able to change their availability form until they pass probation.

Employees are able to restrict their availability to the maximum number of hours they want to work per week on the Availability Form.

The parties recognize that this clause may result in a senior employee achieving less hours than a more junior employee in a week. The Union agrees that should this situation occur, it will not be subject of a grievance.

Last minute open shifts will be replaced on a first confirmed available process as long as all employees are made aware of the change at the same time.

Most employees will receive similar shifts from week to week. However, no guarantees are made in regard to an employee's schedule, only that the manager will make their best effort to fairly accommodate any reasonable scheduling requests.

- 5.03 **Time off Requests:** Requests for time off must be made in writing or electronically at least three (3) weeks in advance. Requests with notice shorter than three (3) weeks' may be accommodated and will be considered based on business needs.

Managers will provide a confirmation to an employee request for time off within one (1) week of the request. Should a request for time off not be granted, employees are welcome to exchange shifts as per the scheduling policy which requires management approval. (Does not result in overtime incurred, and employee is trained in the job duty)

To respect the different cultures and faiths of employees, the Employer agrees to allow employees to request those days off on a priority basis.

Employees will be able to requests those cultural significant and specific faith-based days off at the start of each year prior to other employees' requests.

Notwithstanding the above, Matchstick employees are welcome to submit time off requests to their managers at any time. Whenever possible, managers will grant the employee request if it is reasonable to do so and will not interfere with normal business operations.

Requests for time off are considered on a first come, first serve basis.

- 5.04 A weekly work schedule will be posted on or before Thursday by noon for the workweek beginning Sunday, two (2) weeks in advance. The Employer is required to advise individual employees of the changes to the work schedule after it has been posted.

Daily hours of work shall be consecutive with the exception of breaks.

- 5.05 **Minimum Daily Pay:** An employee who is scheduled to work and upon reporting finds that their services are not required, shall receive two (2) hours pay.

When an employee is directed to attend 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 or the actual hours in attendance if greater than two (2) hours unless the time is at the start or end of their scheduled shift.

- 5.06 **Daily Staffing Adjustment:** When daily sales are slower than predicted, a café manager or their designate, can end an employee's shift early as per section 5.04. When there are more than two (2) employees with a similar schedule, then the senior employees will be given the First Right of Refusal to stay or go home. Employees will be sent home by reverse seniority when qualifications are equal and the remaining employee will not create an overtime situation.

- 5.07 **Recording Hours of Work:** The Employer shall provide a time recording process to enable employees to record their scheduled hours of work for payroll purposes. Employees shall record their own time at the time they start and finish work through the time recording system. When a manager is not on shift, employees will be able to work up to 30 minutes past their scheduled shift end when at the opinion of the employee, that time is required to complete the assigned work, and will be signed off by the manager on their next shift. This overtime will not be unduly denied and subject to Section 17.

- 5.08 **Scheduling hours free from work:** An employee must have at least 32 hours in a row free from work each week. If an employee works during this period (e.g. because of an emergency), they must be paid extra pay in accordance to the B.C. *Employment Standards Act*.
- 5.09 **Travel between worksites:** Employees are paid for the time spent going from one job site to another during their workday – this is work time. Time spent getting to the first site is unpaid commute time.
- 5.10 Employees will be paid for all scheduled hours worked subject to Section 5.06.
- 5.11 **Interval Between Shifts:** There shall be an interval of not less than ten (10) hours between shifts for all employees unless mutually agreed.
- 5.12 **Breaks:**
  - Meal Break:** An employee who works more than five (5) hours shall be entitled to a 30-minute paid meal break, instead of a 15-minute rest period to be schedule as close to the mid-point of their shift as possible as provided the employee stays in the Café and is available to work if needed.
  - Rest Periods:** Employees who work up to five (5) hours or less will be provided one (1) fifteen-minute paid break. to be schedule as close to the mid-point of their shift as possible as provided the employee stays in the Café and is available to work if needed.

When the employee is unable to take their break time, then that unused time will be added to the regular workday hours, at regular pay.

**SECTION 6 – Statutory Holidays**

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6.01 **Statutory Holidays:** The following days shall be considered statutory holidays:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	B.C. Day
Labour Day	Thanksgiving Day	<b>Truth and Reconciliation</b>
Remembrance Day	Christmas Day	

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

6.02 Employees required to work on one of the above listed statutory holidays shall be compensated at the rate of one and a half (1 ½) their regularly hourly rate, plus an average day's pay (statutory holiday pay).

- 6.03 **Statutory Holiday Pay:** To qualify for statutory holiday pay employees must have been employed for at least 30 calendar days and have worked or earned wages on at least 15 of the 30 days before the statutory holiday.

Employees who qualify for statutory holiday pay will receive an average day pay calculated in accordance with the B.C. Employment Standards Act (total wages ÷ number of days worked = statutory holiday pay).

## SECTION 7 – Overtime and Overtime Pay

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- 7.01 The basic work week of a full-time employee shall be 40 hours per week consisting of five (5) eight (8) hour days.
- Hours worked in excess of eight (8) hours in a day or 40 hours in a week shall be paid at the rate of time and one and a half (1½) the regular rate.
- 7.02 Employees are paid two (2) times their regular pay for hours worked more than 12 hours in a day.
- 7.03 **Weekly overtime:** An employee who works more than 40 hours in a week must be paid one and a half (1 ½) times their regular rate of pay for the excess hours. This applies even if an employee never works more than eight (8) hours in a day. If an employee does work more than eight (8) hours in a day, only the first eight (8) hours worked each day are used to calculate total hours for weekly overtime.

## SECTION 8 – Leaves of Absence

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- 8.01 **General Leave Provision:** Employees are entitled to all job protected leaves as provided by the B.C. *Employment Standards Act* (the “ESA”), Part 6, as amended from time-to-time. Should any of the existing leaves be amended to reduce beneficial terms to the employee, the terms present at the time of amendment shall prevail.

Employees are expected to give their manager as much notice as possible and provide sufficient information to understand the reason for the leave request. Employees are not required to give notice in writing or disclose personal or private information.

The leaves recognized by this agreement include:

(A) **Illness and Injury leave**

- (1) After 90 consecutive days of employment with an Employer, an employee is entitled to up to **five (5) paid days** and three (3) days of unpaid leave in each employment year for personal illness or injury.
- (2) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof that the employee is entitled to leave under this section.



**As amended by the *B.C Employment Standards Act*.**

**(B) Pregnancy Leave**

(1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins

- (a) no earlier than 13 weeks before the expected birth date, and
- (b) no later than the actual birth date

and ends no later than 17 weeks after the leave begins.

(1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

(2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

(3) An employee who requests leave under this subsection is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).

(4) A request for leave must

- (a) be given in writing to the Employer,
- (b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
- (c) if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than six (6) weeks after giving birth to the child, the Employer may require the employee to give the Employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

**(C) Parental Leave**

(1) An employee who requests leave under paragraph (a), (b), or (c) of this subsection is entitled to,

- (a) for a parent who takes leave under Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin,

unless the Employer and the employee agree otherwise, immediately after the end of the leave taken under the Pregnancy Leave,

- (b) for a parent, other than an adopting parent who does not take leave under Pregnancy Leave in relation to the birth of the child or children with respect to whom the Parental Leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children,
- (c) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

- (a) be given in writing to the Employer,
- (b) if the request is for leave under subsection (1) (a) or (b) , be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
- (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under Pregnancy Leave and this section is limited to 78 weeks plus any additional leave the employee is entitled to under the Pregnancy Leave section (3) or subsection (2) of this section.

(D) **Family responsibility leave**

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

(E) **Compassionate Care**

(1) In this section, "family member" means someone who is:

- (a) a member of an employee's immediate family, and
- (b) any other individual who is a member of a prescribed class.

(2) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks, or such other period as may be prescribed, after

- (a) the date the certificate is issued, or

(b) if the leave began before the date the certificate is issued, the date the leave began.

- (3) The employee must give the Employer a copy of the certificate as soon as practicable.
- (4) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (2) begins.
- (5) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
  - (a) the family member dies;
  - (b) the expiration of 52 weeks the date the leave began.
- (6) A leave taken under this section must be taken in units of one or more weeks.
- (7) If an employee takes a leave under this section and the family member to whom subsection (2) applies does not die within the period referred to in subsection(5)(b), the employee may take a further leave after obtaining a new certificate in accordance with subsection (2), and subsections (3) to (6) apply to the further leave.

(F) **Critical illness or injury leave**  
As per the B.C. *Employment Standards Act*

(G) **COVID-19-related leave**  
As per the B.C. *Employment Standards Act*

(H) **Reservists leave**  
As per the B.C. *Employment Standards Act*

(I) **Leave respecting the disappearance of a child**  
As per the B.C. *Employment Standards Act*

(J) **Leave respecting the death of a child**  
As per the B.C. *Employment Standards Act*

(K) **Leave Respecting Domestic or Sexual Violence**

(1) In this section:

"child" means a person under 19 years of age;

"domestic or sexual violence" includes

- (a) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
- (b) sexual abuse by any person,
- (c) attempts to commit,

- (i) physical abuse by an intimate partner or by a family member, or
  - (ii) sexual abuse by any person, and
- (d) psychological or emotional abuse by an intimate partner or by a family member, including,
- (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
  - (ii) unreasonable restrictions on, or prevention of, financial or personal autonomy,
  - (iii) stalking or following, and
  - (iv) intentional damage to property;

"eligible person" means, with respect to an employee,

- (a) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,
- (b) a person who
  - (i) is 19 years of age or older,
  - (ii) is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
  - (iii) is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
- (c) a prescribed person;

"family member" means any of the following:

- (a) with respect to a person,
  - (i) the spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
  - (ii) an individual who lives with the person as a member of the person's family;
- (b) any other individual who is a member of a prescribed class;

"intimate partner" means, with respect to a person, any of the following:

- (a) an individual who is or was a spouse, dating partner or sexual partner of the person,
- (b) an individual who is or was in a relationship with the person that is similar to a relationship described in paragraph (a).

- (2) In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" in subsection (1), a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual

violence experienced by any of the following individuals:

- (a) an intimate partner of the child;
  - (b) a family member of the child.
- (3) If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:
- (a) to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
  - (b) to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
  - (c) to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
  - (d) to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
  - (e) to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
  - (f) any prescribed purpose.
- (4) If an employee requests leave under subsection (3), the employee is entitled during each calendar year to
- (a) up to 5 days of paid leave,
  - (b) up to 5 days of unpaid leave, and
  - (c) up to 15 weeks of additional unpaid leave.
- (4.1) A leave under subsection (4) (a) or (b) may be taken by the employee in one or more units of time.
- (5) A leave under subsection (4) (c) may be taken by the employee in
- (a) one unit of time, or
  - (b) more than one unit of time, with the Employer's consent.
- (5.1) Subject to subsection (5.2), an Employer must pay an employee who takes leave under subsection (4) (a) an amount in money equal to at least the amount calculated by multiplying the period of the leave and the average day's pay determined by the formula,

amount paid ÷ days worked

where amount paid is the amount paid or payable to the employee for work that is done during and wages that are earned within the 30 calendar day period preceding the leave, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and days worked is the number of days the employee worked or earned wages within that 30 calendar day period.

- (5.2) An Employer must pay an employee in a prescribed circumstance who takes leave under subsection (4) (a) an amount in money equal to at least the amount calculated in accordance with the regulations.
- (6) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic violence against the eligible person.
- (7) If requested by the Employer, the employee must, as soon as practicable, provide to the Employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

(L) **Funeral and Bereavement Leave:** In the event of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee, the Employer will grant up to three (3) days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement or the time of service.

In the event of death of spouse, father, mother, or child, the employee shall be entitled to three (3) days at the time of bereavement. The family members listed in this paragraph include "step" family members, for example, father also includes step-father.

An employee's day off will not be altered to circumvent funeral leave benefit. This leave may be extended by using vacation time and/or unpaid leave.

(M) **Jury and Witness Duty Pay :** If an employee is required to attend court as a juror, an Employer must not

- (a) terminate employment, or
- (b) change a condition of employment without the employee's written consent.

As soon as the leave ends, the Employer must place the employee

- (a) in the position the employee held before taking leave under this Part, or
- (b) in a comparable position.

If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in a Collective Agreement, comply with placing the employee as outlined above as soon as operations are resumed.

(N) **Employment deemed continuous while employee on leave or jury duty**

- (1) The services of an employee who is on leave under this Part or is attending court as a juror are deemed to be continuous for the purposes of,

- (a) calculating annual vacation entitlement and entitlement under sections 12.01, and
- (b) any pension, medical or other plan beneficial to the employee.

(2) In the following circumstances, the Employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:

- (a) if the Employer pays the total cost of the plan;
- (b) if both the Employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.

(3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.

(4) Subsection (1) does not apply if the employee has, without the Employer's consent, taken a longer leave than is allowed under this Part.

(5) Subsection (2) does not apply to an employee on leave under section K.

8.02 **Union Leave :** The Employer agrees that employees who are chosen by the Union, based upon the following formula will be able to attend or participate in projects, conventions, conferences and seminars. The Union shall notify the Employer at least three (3) weeks in advance of the commencement of such a leave of absence.

- 1 per 50 employees (bargaining unit) for a week
- 3 per 50 employees (bargaining unit) for three (3) or less days
- 1 per location for one (1) day
- 1 employee (bargaining unit) for more than a week up to six (6) months upon mutual agreement on a case-by-case basis.

8.03 Employees selected to participate in union **leave** shall be booked off work. All paid hours, up to eight (8) hours a day, spent in bargaining shall be treated as hours worked with the Employer. The Employer will adjust the work schedule so overtime does not occur. If the Employer requires **an employee** to work overtime, the overtime costs will solely be borne by the Employer.

8.04 The Employer will bill the Union and the Union will reimburse the Employer, within 30 days of receipt of the Employer's invoice, for wages and benefits paid to an employee during a Union approved leave of absence.

8.05 **Leave of Absence:**

**The Employer agrees to grant the following leaves of Absences;**

**a. Two (2) weeks of unpaid Leave of Absence for all employees after one (1) year of service provided:**

- i. The Employer is given 4 weeks notice by the employee prior to the**

commencement of the Leave.

ii. Start and end dates of the Leave of Absence are agreed in writing.

b. Six (6) weeks of unpaid Leave of Absence for all employees after two (2) years of service provided:

i. The Employer is given 8 weeks notice by the employee prior to the commencement of the Leave.

ii. Start and end dates of the Leave of Absence are agreed in writing.

c. Four (4) months of unpaid Leave of Absence for Education Purposes for all full-time employees (same test as under section 13.01) after two (2) years of service provided:

i. The Employer is given 8 weeks notice by the employee prior to the commencement of the Leave.

ii. Start and end dates of the Leave of Absence are agreed in writing.

iii. Students may be required by the Employer to verify their education enrollment.

d. Management will consider requests from full time employees for longer unpaid Leaves up to a maximum leave of ten (10) weeks on a case-by-case basis. Longer leaves will not be unreasonably denied provided there is another employee capable of doing the work during the duration of the leave.

## SECTION 9 – Seniority

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9.01 **Seniority:** Seniority shall mean length of continuous service with the Employer.

For clarification, continuous service shall include all approved Leaves of Absence from work pursuant to the Collective Agreement, e.g. vacations, accident/illness.

The Employer agrees to forward an annual list of all bargaining unit employees' names and addresses to the Union office in addition to seniority lists with hourly rate of pay upon request up to a maximum of twice per year, in January and July.

Seniority once established for an employee shall be forfeited under the following conditions:

- Resignation
- Retirement
- Is discharged for just cause and is not reinstated in accordance with the provisions of this agreement.
- Overstays a permitted leave of absence or vacation without securing written extension of such leave of absence or vacation from the Employer.

9.02 **Seniority list:** Each café location shall post an updated seniority list two (2) times per year, in January and July.



- 9.03 Seniority will be applied to scheduling, café opening/closure, temporary layoff and recall. It will not be a factor for awarding job postings or vacation selection.

For scheduling purposes, seniority will be applied to those working in each café location and within non-café departments. In all other circumstances, seniority will be applied Employer wide.

## **SECTION 10 – Hiring and Transfers**

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- 10.01 Postings: It is understood that vacancies in the Commissary, **Delivery, Supervisor** and other Managers positions will be posted to all locations at the same time the position is being advertised to the public. The posting shall list requirements of the position.

All things being equal the position will be awarded to internal candidates on a preferred basis over external applicants for bargaining unit positions. Excluded positions are appointed at the discretion of the Employer.

Job postings will be made available to the employees via electronic means, currently Slack chat.

- 10.02 **Transferring Departments/Locations:** Employees are permitted to transfer departments upon successful application to a vacant position in a department of their choosing.

Employees are permitted to apply to vacant positions in all locations, regardless of the location of their current position of employment.

Employee applications for department and café transfers, will not be unreasonably denied.

An employee who transfers departments or cafés will suffer no loss in seniority or qualifications for benefits. Wages rates will be at the same level as the employee has achieved in the previous location in the same classification and the Credit for Previous experience formula will be used if the person transfers into a different classification.

Should there be a significant loss of hours to a current employee at the new location due to the transfer within the first 12 weeks of the transfer, there will be a meeting between management and the Union to discuss the transfer.

Should there be a temporary layoff at the new location due to the transfer within the first 12 months, there will be a meeting between management and the Union to discuss the transfer.

## **SECTION 11 – Termination and Layoff/Recall**

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- 11.01 The Employer must have just cause to discipline or terminate an employee.
- 11.02 The Employer agrees to give employees (except probationary employees) two (2) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

11.03 **Layoff and Recall:** Seniority as defined in Section 9 above, shall govern in cases of layoffs and recall, (per function) provided the employee has the ability to perform the work required.

A layoff will be issued in order of reverse seniority and a recall in order of seniority.

Employees laid off in accordance with the above provisions shall be recalled to work in order of length of service with the Employer.

- for employees with less than one (1) year of service as so long as no more than six (6) months has elapsed since the last day worked by the employee.
- for employees with more than one (1) year of service, as so long as no more than twelve (12) months has elapsed since the last day worked by the employee.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, the employee shall exchange seniority with the next employee on the list who is immediately available for employment, until the employee is recalled, at which time the employee shall resume their original seniority status.

If the employee does not report in one (1) calendar week from date of recall without proper or sufficient reason, the employee shall be dropped from the seniority list. The employee shall keep the Employer informed of their current address and telephone number.

If the Employer is unable to contact the employee at their last known phone number and/or email address within five (5) working days, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list and their employment will be terminated from the Employer.

Employees rehired in accordance with this Section shall retain their previous length of service for the purposes of this Section and Section 9.

11.04 A copy of notice of dismissal or layoff of employees shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

11.05 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.

11.06 Subject to giving the Employer advance notice of at least three (3) days, employees shall have access to their personnel file.

11.07 **Severance/Termination Pay:** The amount of written notice and/or pay is based on how long an employee has been employed.

Amount of written notice and/or pay required	
Length of employment	Amount required
Three months or less	No notice and/or pay
More than three (3) months	One (1) week of notice and/or pay
More than one (1) year	Two (2) weeks of notice and/or pay
More than three (3) years	Three (3) weeks of notice and/or pay, plus one (1) week of notice/pay after each additional year of employment (to a maximum of eight (8) weeks)

An employee that accepts severance pay will subsequently be terminated from employment with the Employer.

The sale, lease or transfer of a business does not interrupt an employee's length of employment unless the employee has been properly terminated by the seller Employer before the transfer of the business occurs.

## SECTION 12 – Vacation

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- 12.01 All employees begin accumulating vacation hours on their date of hire. Employee vacation pay accrual will be based on a percentage of earnings.

Length of Employment	Vacation Entitlement	Vacation Pay (% of total earnings)
From date of hire to three (3) years of service	2 weeks	4%
Over three (3) years of service	3 weeks	6%

- 12.02 Vacation requests will be approved on a first come first serve basis. Article 9 will not be a factor in scheduling vacation.
- 12.03 Vacation may be taken in single-day allotments.
- 12.04 Requests to book vacation in a continuous block will not be unreasonably denied.
- 12.05 Employees are encouraged to use their entire vacation entitlement in each calendar year.
- 12.06 All employees will determine at the time of hire if they would like their vacation pay to be paid out on each payroll or banked with the Employer. At the beginning of each calendar year, employees will have the right to change their preference.

**SECTION 13 – Health and Welfare Plan**

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**13.01 Health Spending Account (HSA):**

**(a) Eligibility;**

All employees who average **20** or more hours per week will be entitled to the **Medical Expenses** HSA program as offered by the Employer.

**All employees who average 28 or more hours per week will be entitled to the Medical Expense Portion, the Non-Medical Expense Portion and the Sick Day Portion of the HSA program as offered by the Employer.**

Coverage will commence or continue based on average hours worked over the previous six (6) month span. It is understood that the Employer shall test twice per year, on January 1<sup>st</sup> and July 1<sup>st</sup>.

Hours worked shall be defined to include any paid leaves such as Vacation, Sick days, Union, Worksafe BC etc.

**(b) Reimbursement Limits;**

**a. Café and Non-Café Employees (Avg. >20 hrs/wk) =\$1,000 per calendar year, prorated during first calendar year of employment.**

**b. Café and Non-Café Employees (Avg. >28 hrs/wk) =\$2,000 per calendar year, prorated during first calendar year of employment.**

Supervisor =\$3,000 per year prorated during first calendar year of becoming a supervisor.

Monthly reimbursement limit is one-twelfth the calendar reimbursement limit. Expense claims beyond the monthly limit will be carried forwarded to following months.

The plan becomes active after an employee successfully completes their three-month probationary period. **Until a new employee’s hours have been tested as at the January 1st or July 1st test date, an employee is assumed to be full-time (over 28 hours per week) or part-time (under 20 hours per week) based on the employee’s employment application.**

**1. Medical Expenses-Non Taxable**

	<b>Reimbursement Rate</b>	<b>Calendar year maximum</b>
External Health Premium	80%	n/a
Dental	80%	\$1,000
Vision	80%	\$200
Paramedical Services (physiotherapist, chiropractors, massage therapists, podiatrists, acupuncturists)	50%	\$200
Other Medical (prescription drugs -non MSP services etc.)	80%	\$500

2. **Recreation Non-Medical -Taxable**

	<b>Reimbursement Rate</b>	<b>Calendar year maximum</b>
Work Specific Footwear	80%	\$150
Fitness Classes	50%	\$300
Recreational Equipment and Maintenance	80%	\$300
Public Transit Pass	50%	\$500

3. **Sick Days;**

Employees may utilize the Health Spending Account to reimburse for up to one (1) sick day per calendar year. It is understood that the reimbursement will be for pay that would have been earned on the scheduled shift.

Employees must give a minimum of four (4) hours notice to the Employer in order to be eligible for this reimbursement.

(c) Supporting Documentation must be submitted in order to receive a reimbursement.

1. Receipt must show the name of the company or individual to whom an expense was paid, the purpose of the payment, the date of payment, the name of patient, and if applicable, the medical practitioner who prescribed the purchase or gave the service.

2. It is understood proof of payment, such as a bank or credit card statement may be a requirement.

13.02 **Medical Reports:** The Employer agrees to pay the fee for medical reports required by the Employer.

13.04 **Maintenance of Benefits:** The Employer agrees to maintain the full cost of Health and Welfare (HSA) premiums when an employee is absent on Workers' Compensation claims or on EI Sick Leave.

13.05 **Drug and Alcohol Assistance Program:** The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the Employee. The parties mutually agree to co-operate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

**SECTION 14 – Workplace Atmosphere: No Harassment, Bullying and Discrimination**

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14.01 The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, bullying and discrimination. Where an employee alleges that any form of harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

The Employer recognizes that it is the Employer's ultimate responsibility to maintain a workplace free from all forms of harassment and discrimination. The Union and all employees recognize that this is a responsibility that is shared and agree to be proactive in addressing and resolving incidents of all forms of harassment, bullying and discrimination. Where an allegation of harassment, sexual harassment, bullying, or discrimination has been received by the Employer or the Union, it will be investigated on a priority basis.

An investigation will include prompt interview of the parties involved and a review of all related evidence. The outcome of the investigation will be provided to the parties in writing within **seven (7)** days of receipt of the complaint. Timelines can be changed by mutual agreement.

A summary of the investigation report will be provided to the Union upon request.

14.02 All forms of harassment by Owners, Managers, Employees and Customers will not be tolerated.

14.03 If faced by any form of harassment, sexual harassment, bullying or discrimination, an employee may perform the following:

(a) Where possible will clearly tell the person(s) that they do not welcome such harassment and clearly tell the person(s) to stop.

(b) Fill out the Employer provided Bulling & Harassment form and provide it to their immediate superior or manager, who will investigate the matter and report findings in writing to the employee who raises the complaint.

(c) **Where the President, Operations Manager or Owner are named in a complaint. The employee can provide the complaint to the Union Representative for referral to the appropriate investigator as determined by the parties.**

#### **Protection from Retaliation**

**Where a complaint is held to be justified, a reasonable effort will be made to protect the complainant from any retaliation. Retaliation is any inappropriate action taken against an individual who has made a complaint or cooperated in an investigation or a complaint.**

14.04 **No Discrimination:** Both the Employer and the Union endorse the principles outlined under the B.C. Human Rights Code wherein it is illegal for either the Employer and/or the Union to discriminate in respect to matters such as employment or membership in the Union because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or gender expression, age or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person. The Parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the B.C. Human Rights Code.

14.05 **Joint Labour Management Meeting (JLM) :** It is agreed that Joint Labour Management meetings will be held on a regular basis.

At least one (1) member of the executive team (owner, president, operations manager) along with the manager(s) will attend all JLM meetings. One (1) **shop steward** or employee representative **from each function/location** will be selected by the Union **to attend.**

**JLM meetings will be scheduled quarterly at the end of an all-manager meeting, for a maximum of four (4) meetings per calendar year unless otherwise mutually agreed upon by both the Employer and Union representatives.**

**JLM meetings will be scheduled for 1 hour in length, and held on a digital platform. Time spent in JLM meetings will count as time worked. Where a participant has already completed the minimum two (2) hour daily pay as prescribed in Section 5.05 they will be paid for the length of meeting.**

**Union representatives may attend as a guest.**

The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace.

The current practice of regular staff meetings by location will continue.

- 14.06 The Employer agrees to maintain adequate heating and cooling facilities in each store. Furthermore, the Employer shall follow the guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or W.C.B. regulations.
- 14.07 No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.
- 14.08 The Employer commits that function managers will be provided with training that will allow them to be proactive in addressing all types and forms of discrimination within the function within two (2) months of hire/ratification and/or will receive a Bi-annual refresher.
- 14.09 If an employee walks off the job and alleges Management has deliberately coerced or intimidated them into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. The employee will be bound by the timelines in the grievance procedure to bring the issue to the attention to the Union.

## **SECTION 15 – Health and Safety**

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- 15.01 The Employer agrees to maintain Health and Safety Committees by location. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

A member(s) of the bargaining unit shall be elected by Bargaining Unit members or shall be appointed by the Union to the Health and Safety Committee.

Meeting will be held monthly at each location and may be in conjunction with the JLM.

There will be one (1) unpaid voluntary meeting per year with all Bargaining Unit function representatives, excluded managers and senior staff when a meal is provided in conjunction with the JLM per Article 14.05 above. There may be additional meetings scheduled based upon mutual agreement.

- 15.02 The Employer, the Union and each employee have a shared responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

This will include but is not limited to the Employer providing the Union with the details of the Employer's Health & Safety Program. The Union will be provided with applicable incident reports and recommendations flowing from any incident upon request.

All safety clothing and protective equipment required by the Employer or by WCB shall be provided for and maintained by the Employer.

## **SECTION 16 – Shop Stewards and Union Representatives**

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- 16.01 **Site Visits of Union Representatives:** Duly authorized Representatives of the Union shall be entitled to visit the cafés for the purpose of observing working conditions, interviewing members, unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Union Representatives will notify the manager on duty at least 2 hours prior to attending the café/function **if prior to 12pm.**

The interview of an employee by a Union Representative, while on duty, is not to exceed fifteen (15) minutes in duration. Interviews may exceed fifteen (15) minutes at the discretion of the Employer. The Union Representatives will meet with the members on their breaks where possible and in a way to not interrupt sales and service.

Union Representatives shall be permitted to check employee time records including work schedules. It is understood that the Union Representative may attempt to resolve problems through Café Management prior to referring a matter to the grievance procedure.

Union Representatives shall be permitted access to all worksites for the purposes of conducting elections for Shop Stewards and Health and Safety Committee Members.

- 16.02 **Shop Stewards:** It is recognized that shop stewards may be elected or appointed by the Union from time-to-time and the Employer will be kept informed by the Union of such appointments or elections. The Employer agrees to recognize (1) Shop Steward and (1) alternate Shop Steward per location.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be made aware of any disciplinary interview and be present if the employee requests it, when that member of the Bargaining Unit is given a reprimand which is to be entered on the employee's personnel file and/or when the member is to be suspended or discharged.



When a Shop Steward is investigating a grievance or a complaint on Employer time, the Steward must first obtain permission from management. Such permission will not be unreasonably denied.

- 16.03 Shop Stewards shall be provided up to fifteen (15) minutes with newly hired employees to introduce them to their union. This introduction must occur within the newly hired employees first 5 scheduled shifts.
- 16.04 **Shop Steward Involvement** - The Parties agree that:
1. The Shop Steward will be involved in meetings or discussions with employees which will result in discipline.
  2. The nature of this involvement should include briefing the Shop Steward in advance or calling the employee to the discipline interview and could result in input from the Shop Steward which assists in the completion of the interview.
  3. Where a Shop Steward is not on duty and discipline must proceed, the same practices should be followed with a designated witness. However, a concerted effort shall be made to include the Shop Steward in these matters, wherever possible.
- 16.05 **Discipline Interview:** Where an employee attends an interview with Management for the purpose of a disciplinary matter, the employee shall have the right to a **shop steward or** witness of their choice.

If, during any other private conversation with management, it is determined that there will be a discipline report on the employee's record, the interview may be temporarily suspended so that the employee may call in a witness of their choice.

It is understood that the **shop steward or** witness is another employee working **during the interview.**

## **SECTION 17 – Grievance Procedure**

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- 17.01 The parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees shall attempt to settle any differences, complaints or disputes with their immediate supervisor as soon as possible and before proceeding with the Grievance procedure outlined below.**

**Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application or any alleged violation of the terms and provisions of this Agreement, or a question as to whether a matter is arbitrable, shall be considered a grievance.**

- 17.02 Step One**  
**A shop steward or Union representatives shall present the grievance to the General Manager or their designate. They shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be**

reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the grievance, the grievance may proceed to Step Two.

**17.03 Step Two**

Within ten (10) days from the end of Step One, a Union representative or representatives may take the matter up with a senior Employer representative. Failing a satisfactory resolution within thirty (30) days from the date the settlement could have been reached at Step Two, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Article 18 of this Agreement.

**17.04 Grievances involving the dismissal, suspension or layoff of an employee must be submitted to the Employer within ten (10) working days of the dismissal, suspension or layoff. Such grievances will be filed at Step two (2) of the grievance procedure. As so long as the Employer has provided the Union a copy of the disciplinary notice.**

Any and all time limits fixed by this Article may be extended by mutual agreement in writing between the Employer and the Union, such agreement not to be unreasonably withheld.

A Union policy grievance or a Employer grievance shall be submitted at Step Two within thirty (30) days of the event giving rise to the grievance. Breach of this time limit will be considered abandonment of the grievance.

The Employer agrees to reply in writing within ten (10) days as to the disposition of all grievances submitted by the Union.

**SECTION 18 – Board of Arbitration**

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**18.01** The Board of Arbitration shall be composed of a mutually agreeable single arbitrator.

Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.

The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

**SECTION 19 – Change in Workplace Policy**

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**19.01 Policy Change:** If the Employer introduces or intends to introduce any Long Term measure, policy, practice or change that affects the terms, conditions or security of employment of a

significant number of bargaining unit employees, the Employer will give 50 days' notice before the date on which the measure, policy, practice or change is to be effected, and offer to meet in good faith, and endeavor to develop an adjustment plan, which may include any provisions respecting any of the following:

- (a) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
- (b) Human resource planning and employee counselling and retraining;
- (c) Notice of termination;
- (d) Severance pay;

## **SECTION 20 – Temporary Foreign Workers**

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20.01 Matchstick recognizes the value of temporary foreign workers. The Employer will assist all employees working under a work visa with extensions and permanent residency application in a timely manner.

A Temporary Foreign Workers (TFW) must disclose that they are a TFW at time of hire. Prior to employment it will be mutually agreed in writing whether the TFW will be a sponsored or an unsponsored TFW.

It is the employees' responsibility to provide the Employer with the appropriate forms. It is agreed that letters from the Employer outlining hours, wages and any other requirement the TFW requires will be supplied within 7 days of the written request for such documentation.

20.02 The Employer will grant a leave of absence for a temporary foreign worker who requires time off work to make arrangements to update or restore their immigration status as per section 8. If an employee exceeds the length of the approved leave, then if that employee is rehired in the same position, then the Credit for Previous Experience clause will apply. The time period will be seen as an unpaid leave except for seniority.

## **SECTION 21 – Opening And Closing Of Stores**

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21.01 If the Employer opens a new Unionized store, all positions will be posted to the existing members for 30 days prior to the staffing of the store.

21.02 **Closure of Store:** Employees shall have the option of moving to another store or other store(s) in bargaining unit of the Employer with their seniority or to take severance pay where proper notice isn't given.

## **SECTION 22 – Management Rights**

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22.01 The management of the Employer's operation shall continue to be vested with the Employer, except where specifically limited by the terms of this Collective Agreement.

## SECTION 23 – Miscellaneous

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- 23.01 The Employer agrees to display a Union decal in an agreed to public place at each café location.
- 23.02 **Tools and Equipment:** All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee.
- 23.03 Where the Employer requires an employee to wear an apron, the Employer shall provide such these items free of cost to the employee.
- 23.04 Matchstick does not require employees to wear a uniform.
- 23.05 The Employer agrees that, in the event of a legal picket line of another trade union being in existence, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at their own place of work.
- 23.06 The Employer will provide a secure location for employees to store their personal belongings as currently provided or if there is a change, then there will be a similar area supplied of equal or greater security.
- 23.07 The Employer will provide a dedicated bulletin board for the exclusive use of the Union. Shop Stewards or Union Representatives shall be the only authorized people to post material.
- 23.08 Within the confines of the law, the Employer may use video cameras in almost any part of the café. The Employer will not use video footage against employees except in the case of theft or inappropriate behavior and only café managers and excluded personal will be allowed access to any monitoring equipment or video tapes.
- 23.09 **Annual Check-in:** The Employer will conduct an annual performance partnership discussion with each employee and their direct manager, to be completed within thirty (30) days of the twelve (12) month anniversary of the start date of employment.
- The purpose of these discussions is to foster two-way communication between the Employer and employee, and to ensure that the goals of each party are being worked towards. While these meetings are not disciplinary in nature, feedback or suggestions for improvement may be discussed.
- The Employer will provide the employee with one (1) week notice of the formal discussion and will be subject to Section 5.06.
- The employee shall have the right to have another employee of Matchstick working that day as a witness, if they so choose, and the employee will be advised of the right to a witness at the time of notification of the meeting. A mutually acceptable time will be scheduled to accommodate the employee and their witness to attend but may not be on scheduled work hours and will not be subject to section 5.06. These meetings may be scheduled by conference call and will not be subject to section 5.06.
- 23.10 **Food Safe Certificate:** If the Employer requires an employee to have a Food Safe

Certificate, or any other certificate, the Employer will cover the cost of the certificate.

- 23.11 **Training:** The Employer commits to creating a training program that is in line with their policies.

## **SECTION 24 - Wage Scale**

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- 24.01 **Pay Periods:** Pay periods shall be bi-weekly and each employee shall be provided with a statement of earnings and deductions for each pay period.

- 24.02 **Credit for Previous Experience:** New employees **will** be classified according to previous comparable experience within the hospitality or food service industries.

The Employer agrees to advise all new hires of the credit for previous experience provision of the Agreement, prior to commencement of employment.

**Upon ratification, the Employer will review all existing employees to ensure they were appropriately placed on the wage scale in accordance with their resume provided upon hire. Any necessary adjustments will be made no later than two (2) weeks following the ratification of this agreement.**

**Should any dispute arise regarding the appropriateness of an employees comparable experience, the parties will meet to discuss.**

- 24.03 **Tips:** Tips will be distributed to café employees who have worked public-facing café shifts as per the workplace policy. Such policy shall remain in effect until it is discussed at the next round of negotiations.

Audit and distribution of tips which includes no less than one (1) bargaining unit employee will be completed on Employer's time at the Employer's expense.

In accordance with the employment standards act, there will be no deductions from employee's tips to cover breakage, workplace damage, financial loses, etc.

Tips will be distributed to employees at a minimum once every two (2) weeks.

- 24.04 **Supervisors Premium (and trainer):** Employees are given a supervisor premium of **\$1.50** over their rate of pay for all hours worked after meeting certain objective qualifications and undertaking that role. **The premium will be in addition to their scheduled wage increases.** Employees assigned by the Employer who are temporarily filling in for a Supervisor position for two (2) or more days per week shall will receive such premium for all hours worked as a Temporary Supervisor.

## Wage Scale

March 26, 2023 Compensation						
Cafe Staff	Level 1	Level 2	Level 3	Level 4	Level 5	Supervisor Premium
Hourly	\$16.00	\$16.25	\$16.50	\$16.75	\$17.25	\$1.50
Non-Cafe Staff	Level 1	Level 2	Level 3	Level 4	Level 5	Supervisor Premium
Hourly	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00	\$1.50
June 1, 2024 Compensation						
Cafe Staff	Level 1	Level 2	Level 3	Level 4	Level 5	Supervisor Premium
Hourly	\$16.50	\$16.75	\$17.00	\$17.25	\$17.75	\$1.50
Non-Cafe Staff	Level 1	Level 2	Level 3	Level 4	Level 5	Supervisor Premium
Hourly	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50	\$1.50

### Notes:

1. Employees move from Level 1 to Level 2 after 6 months of being hired.
2. Employees move from Level 2 to Level 3 after 12 months of being hired.
3. Employees move from Level 3 to Level 4 after 18 months of being hired.
4. Employees move from Level 4 to Level 5 after 24 months of being hired.
5. Employees are given a supervisor premium after meeting certain objective qualifications and undertaking that role.

## SECTION 25 – Expiration And Renewal

25.01 **Duration:** This Agreement shall be for the period from and including **January 1, 2023** to and including **March 23, 2025** and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **March 23, 2025**.

- (a) Terminate this Agreement, in writing, effective **March 23, 2025** or any subsequent anniversary thereof,
- (b) Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (i) The Union gives notice of strike in compliance with the Labour Relations Code of British Columbia, or
- (ii) The Employer gives notice of lockout in compliance with the Labour Relations Code of British Columbia.

The operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia

is hereby excluded.

**SIGNED THIS** 31 **DAY OF** March , **2023** .

**FOR THE UNION**



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**Kim Novak, President**

**FOR THE EMPLOYER**

Geoff Reed

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**Geoff Reed, Owner**

Cameron Shearer

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**Cameron Shearer,  
President**

## LETTER OF UNDERSTANDING #1

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### BETWEEN

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

### AND

Matchstick Coffee Inc. (the "Employer")

### **Re: Troubleshooter**

- (a) The parties agree to a voluntary Troubleshooter process during the term of this Collective Agreement.
- (b) A party wishing to refer a Grievance to the Troubleshooter process shall provide the other party with written notice of referral within three (3) weeks of exhausting the Grievance Procedure. The written notice of referral must be accompanied by all relevant information regarding the Grievance, all reliance documents and facts to be relied on.
- (c) The receiving party will have fourteen (14) days to confirm their agreement to refer the Grievance to a Troubleshooter and if so, will provide a response to the facts and information in the referral as well as all reliance documents.
- (d) Any further facts or documents to be relied upon shall be disclosed at least one (1) week prior to the Troubleshooter.
- (e) The parties shall appoint Troubleshooters in rotation, as available, from the following list:
  - Julie Nicols
  - Koml Kandola
  - Ken Saunders
  - Or any other Troubleshooter agreed to by the parties.
- (f) Decisions of the Troubleshooter hearing shall be in writing and are final and binding for the particular Grievance but shall be without prejudice, non-precedent setting and shall not be publicized.
- (g) Legal counsel may be used by either party but only to prepare the case.



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

AGREED this \_\_\_\_\_ of \_\_\_\_\_, 2021.

RENEWED THIS 23rd DAY OF MARCH, 2023.

**FOR THE UNION**



\_\_\_\_\_  
**Kim Novak, President**

**FOR THE EMPLOYER**

Geoff Reed

\_\_\_\_\_  
**Geoff Reed, Owner**

Cameron Shearer

\_\_\_\_\_  
**Cameron Shearer, President**

**LETTER OF UNDERSTANDING #2**

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**BETWEEN**

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

**AND**

Matchstick Coffee Inc. (the "Employer")

**Re: Staff Discounts**

Employees are entitled to Staff Discounts consistent with those negotiated between Matchstick Coffee Inc. and the Union.

The percentage amount(s) of the Staff Discounts available to employees for Food; Drinks; Whole Bean Coffee and Merchandise will be made known to the Employees by the Employer.

The Employer and the Union will execute a side letter, that will not form part of the Collective Agreement, that sets forth the current Staff Discounts available to the employees.

**AGREED this \_\_\_\_\_ of \_\_\_\_\_, 2021.**

**RENEWED THIS 7TH DAY OF MARCH, 2023.**

**FOR THE UNION**



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**Kim Novak, President**

**FOR THE EMPLOYER**

Geoff Reed

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**Geoff Reed, Owner**

Cameron Shearer

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**Cameron Shearer, President**

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