

COLLECTIVE AGREEMENT

Between

NWBP Pizza Ltd.

And

United Food and Commercial Workers, Local 1518

December 16, 2022 to December 15, 2024

Ratified by member vote: December 16, 2022



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MEMORANDUM OF AGREEMENT made this 16 day of December, 2022.

BY AND BETWEEN: **NWBP PIZZA LTD.** whose principal place of business is located at **New Westminster**, 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")

PREAMBLE -PURPOSE OF THE AGREEMENT

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.

For the purposes of this Agreement the parties shall use gender neutral terminology as appropriate.

SECTION 1 – Bargaining Agency

1.01 The Employer recognizes the Union as the sole representative of, and bargaining agent for all employees of NWBP Pizza Ltd. a unit composed of employees at 1045 Columbia Street, New Westminster, BC, V3M 1C4, with the exception of those excluded by the Labour Relations Code of British Columbia, with respect to rates of pay, wages, hours, and all other conditions of employment set out in this Agreement.

SECTION 2 – Union Shop

2.01 The Employer agrees to retain in its employ, within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing.

2.02 On a quarterly basis the Employer agrees to provide the Union in writing with the name, address, email address and telephone number of each employee in the bargaining unit along with the employee's date of hire. The Employer will have new employees fill out the Union membership application upon hire.

2.03 The Union acknowledges and agrees that employees outside of the bargaining unit may perform bargaining unit work as needed to meet customer needs, demands and service. This right will not be used to erode the bargaining unit.

SECTION 3 – Deduction of Union Dues

- 3.01 The Employer agrees to deduct from the wages of each employee the regular Union dues designated by the Union. The Employer agrees to automatically deduct Union dues from the wages of employees and remit the dues to the Union.
- 3.02 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 name and social insurance number of each employee for whom the deductions were made and the amount of each deduction.
- 3.03 The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, such action taken or not taken by the Employer for the purposes of complying with this Article.

SECTION 4 – Jurisdiction

- 4.01 **Management's Rights:** 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 an efficient and economic manner as it sees fit;
 - b. hire, assign, direct, promote, demote, classify, transfer, lay-off, and recall employees;
 - c. discipline, suspend or discharge non-probationary employees for just cause;
 - d. discipline, suspend 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.

The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise covered in this Agreement, except where specifically abridged by the terms of this Agreement.

SECTION 5 – Hours of Work, Work Schedule and Breaks

- 5.01 **Hours of Work:** Monday shall be considered the first day of work for the basic workweek.
- 5.02 **Basic Work Week:** The normal hours of work involve varying shift lengths from two (2) to eight (8) hours, seven (7) days per week.

Normally, the daily hours of work will be consecutive with the exception of breaks. Subject to the operational needs of the restaurant, split shifts may be scheduled so long as they are completed within twelve (12) hours of the employee starting work. In the event split shifts are scheduled, the Employer will first assign employees who have indicated their willingness to accept split shifts and, if there are an insufficient number of available employees, the Employer may assign employees to the shifts on the basis of reverse seniority.

- 5.03 **Scheduling:** It is recognized that Employees are hired into a primary classification such as: Host, Server, Cook, Bartender, or other classifications that may be established. Employees shall be given the opportunity to maximize their total shifts per week in accordance with their seniority in their primary classification. So long as skill sets are equal, an employee's shift preference will be considered by seniority.

So long as an employee is trained and qualified in a secondary classification, an employee will be allowed to pick up shifts in that secondary classification, if there are available shifts remaining after the employees in that classification have been scheduled. The parties recognize that this clause may result in a senior employee achieving less shifts than a more junior employee in a week. The Union agrees that should this situation occur, it will not be subject of a grievance.

Shifts that become available after the schedule has been posted will be filled on a first confirmed available process as long as all employees are made aware of the available shift at the same time via the electronic scheduling system.

- 5.04 **Posting of Schedules:** A weekly work schedule will be posted no later than Tuesday for the workweek beginning Monday, one (1) week in advance.

Once the schedule has been posted, the Employer is required to make a reasonable effort to advise individual employees of a change to their work schedule after it has been posted.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, the Employer will give at least twenty-four (24) hours' notice of any change.

The Employer will keep records reflecting the weekly schedules, employees' availability, RTO requests and other time off granted.

- 5.05 **Requested Time-Off R.T.O:** Requests for time off must be made in writing or electronically at least two (2) weeks in advance of the schedule being posted. Requests with shorter than two (2) weeks' notice may be accommodated and will be considered based on operational needs.

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

Subject to the operational needs of the restaurant and the shift preferences of other employees in the same classification, employees, who have requested and who are granted R.T.O. prior to the posting of the work schedule, shall not have their shifts for the week reduced as a result of the granting of the request. The Employer may reduce the employee's shifts for any requests made and granted after the posting of the work schedule.

Notwithstanding the above, employees are welcome to attempt to exchange or drops shifts by use of the electronic scheduling system.

Culturally Significant & Faith-Based Requests

Employees will be able to request those culturally significant and specific faith-based days off at the start of each year or date of hire, which will be granted prior to other employees' requests. The Employer reserves the right to request satisfactory proof of the basis for the request.

- 5.06 **Meal and Rest Periods:**

- a) **Rest Periods:** Employees who work a shift length of up to five (5) hours will be provided one (1) fifteen (15) minute unpaid break that shall be provided as close to the mid-point of their shift as possible, provided the employee stays in the restaurant and is available to work if needed.
- b) **Meal Break:** An employee who works a shift length of more than five (5) hours shall be provided one (1) thirty (30) minute unpaid meal break, instead of a fifteen (15) minute rest period. This shall be provided as close to the mid-point of their shift as possible, provided the employee stays in the restaurant and is available to work if needed.

Should an employee be called back from an unpaid rest period or meal break such time shall be deemed time worked.

- 5.07 **Interval Between Shifts:** All employees shall be entitled to ten 10 hours of rest between scheduled shifts, unless mutually agreed to a shorter time.

Subject to the operational needs of the restaurant, the Employer will endeavor to schedule an employee's days off together.

- 5.08 **Consecutive Days:** No employee shall be required except by mutual agreement to work more than six (6) consecutive days. In applying this Article, the parties agree to exclude weeks in which special events occur or circumstances where an employee's schedule has been impacted by their RTO. Special events for the purposes of this Article shall mean statutory holidays that are designated by the Employer, Spring Break periods, Valentine's Day and any Corporate promotional day.

The Employer will provide the Union a list of all weeks it has designated as containing special events by January 31st of each year. The Employer agrees to promptly notify the Union of any additional weeks that have been designated by Corporate during the year.

- 5.09 **Recording Hours of Work:** The Employer shall provide a sign-in form or an electronic time recording process to enable employees to record their hours of work for payroll purposes.

Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods.

- 5.10 **Minimum Hours:** Where an employee who reports for their shift and has not been notified in advance not to report for work, or the employer adjusts their shift upon the commencement of their shift they shall receive two (2) hours pay if there is no work of any kind available, unless the employee is unfit for work or the work is suspended for reasons beyond the Employer's control.

If the employee is offered alternate work and refuses that work, they shall not be disciplined and will only receive pay for hours worked for that shift

- 5.11 **Daily Staffing Adjustment:** When daily sales are slower than predicted, a manager or their designate, can end an employee's shift early. In situations where there are two (2) or more employees on the same shift end time, the senior employee will be given the first right to stay or go home. Where no employee offers to end their shift early, the Employer will adjust by reverse seniority, so long as the employees' qualifications are equal, and the remaining employee(s) will not create an overtime situation.

Where an employee has already entered an order before a manager or designate has ended a shift as above, the employee may remain on the shift for the thirty (30) minute period following the manager or designates decision in order to provide an opportunity for the customer to cash out. If the customer has not cashed out by the end of this time, the employee's shift will end unless one of the other affected employees has agreed to end their shift.

- 5.12 **Winter Holidays:** The Employer will make reasonable efforts to schedule all employees off at least one (1) of the four (4) days listed below. Employees will be asked to submit their days off request in order of preference no later than four (4) weeks prior to December 24 of each year.

December 24
December 26
December 31
January 1

Should the Employer introduce work on December 25, such day will be added to the selection options.

The Employer will notify employees which day has been granted no later than two (2) weeks prior to December 24 of each year.

SECTION 6 – Statutory Holidays

General Holidays:

6.01 The following days shall be paid holidays:

New Year's Day	Thanksgiving Day
B.C. Day	Victoria Day
Family Day	Remembrance Day
Labour Day	Canada Day
Good Friday	Christmas Day

6.02 In order to qualify for pay for any one of the holidays specified in Article 6.01, an employee:

- a. Must have been employed for at least thirty (30) calendar days prior to the holiday; and,
- b. Must have worked no less than fifteen (15) of the thirty (30) calendar days prior to the holiday.

6.03

- a. If a paid holiday falls within an employee's vacation period, that day will not be counted as a vacation day.
- b. Where a paid holiday is observed on an employee's scheduled day of rest, provided the employee qualifies for pay, the employee will receive an average day's pay for the day calculated in accordance with the Employment Standards Act.

6.04 An employee required to work on a holiday, provided the employee qualifies for pay for the holiday, shall be paid one and one-half (1 1/2) times their basic hourly rate for all hours worked.

SECTION 7 – Overtime and Overtime Pay

7.01 **Overtime Pay:** Hours worked in excess of eight (8) hours in a workday and hours worked in excess of forty (40) hours in a week shall be paid at the rate of time and one-

half (1½) the employee's regular rate.

- 7.02 Hours worked in excess of twelve (12) hours in a day shall be paid at the rate of double (2) the employee's regular rate.
- 7.03 Overtime shall not be paid more than once for the same hours worked. There shall be no pyramiding of overtime.
- 7.04 When required to work overtime, an employee may decline if the employee has a valid reason. This shall be accepted if there is another employee on the shift when overtime is required who is prepared to stay to cover the work and has the ability to perform the work required.

SECTION 8 – Leaves of Absence

- 8.01 **Statutory Leaves:** The Employer will provide leaves in accordance with the qualifications and conditions in the Employment Standards Act, as amended from time to time. These will include the following:

- [Injury and Illness](#)
- [Pregnancy](#)
- [Parental](#)
- [Family Responsibility](#)
- [Compassionate Care](#)
- [Bereavement](#)
- [Reservists'](#)
- [Disappearance of a Child](#)
- [Death of a Child](#)
- [Critical Illness or Injury](#)
- [Domestic or sexual violence](#)
- [Jury Duty](#)

If an employee is on a statutory leave, their employment is considered continuous for the purposes of calculating annual vacation, termination entitlements, and length of service.

The employee is entitled to all increases in wages and benefits that the employee would have received if not on leave.

The Employer will return the employee to their former position or comparable position at the end of their leave, unless the Employer's operations are suspended or discontinued when the leave ends and, in such case, the Employer will, subject to the seniority provisions of the collective agreement, return the employee as outlined above as soon as operations are resumed.

- 8.02 **Leaves of Absences:** Except as otherwise indicated in the Collective Agreement, employees may make written application for leaves of absence without pay. The Employer, in its sole discretion, may grant requests after considering, any compassionate grounds, length of service and the operational needs of the restaurant.

Leaves of Absence shall not be unreasonably withheld. Leaves of absence shall not exceed six (6) consecutive months.

The Employer and the Union agree that employees who are granted leave(s) under this provision shall accumulate seniority.

If two or more employees apply for leave for the same time period, then seniority shall be the determining factor in granting leaves of absence.

An employee who is on a leave of absence could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the leave.

The period of time off will not count towards time worked for vacation entitlement.

One (1) months' notice of return to work must be given to the Employer unless a return date has been established prior to leaving.

While on this approved leave of absence an employee shall not take employment with any competitor in the food or hospitality industry.

8.03 **Union Leave:** The Employer agrees that employees who are chosen by the Union, shall be given time off in order to attend, Union conventions, conferences or seminars, or to participate in negotiations with the Employer. The Union shall notify the Employer at least three (3) weeks in advance of the commencement of such a leave of absence.

The number of employees in excess of one (1) granted leave of absence for these purposes (or three (3) in the case of negotiations with the Employer) shall be determined by mutual agreement.

The Employer will bill the Union and the Union will reimburse the Employer, within thirty (30) days of receipt of the Employer's invoice, for wages, including vacation pay, paid to the employee and statutory contributions made on the employee's behalf during a Union approved leave of absence.

SECTION 9 – Seniority

9.01 Seniority for employees shall mean length of continuous service with the Employer.

An employee's seniority will be lost and employment will be terminated if an employee:

- a. Voluntarily leaves the employ of the Employer; or
- b. Retires; or
- c. Is discharged for just cause, including for non-culpable reasons due to illness or injury, and is not reinstated in accordance with the provisions of this agreement;
or
- d. Overstays a permitted leave of absence or vacation without securing written extension of such leave of absence or vacation from the Employer; or
- e. Fails to report to work within three (3) working days of being recalled from a layoff;
or
- f. Is on a layoff for more than six (6) consecutive months without being recalled.

New employees shall be on probation and shall not acquire any seniority rights until they have completed three (3) calendar months of employment. The Employer will advise the employee during the probationary period if, in the Employer's view, the employee is unsuitable for employment beyond the probationary period.

Upon satisfactory completion of the probationary period, the employee will be credited with continuous service since the date of hire.

SECTION 10 – Hiring and Transfers

10.01 **Job Postings:** Once it is determined by the Employer that a job vacancy exists, the Employer will provide existing employees the opportunity to fill the vacancy.

The internal applicants shall be considered for the vacancy in conjunction with any external applicants. Where skills, ability, qualifications, experience, and certification (if required) are relatively equal, then internal applicants will receive preference over external applicants and, where there are one or more internal applicants, seniority shall govern.

For an internal applicant who is successful, there will be a trial period of up to twenty (20) shifts worked. The Employer will ensure the successful applicant is afforded the opportunity for training and instruction.

However, in the event the Employer decides, or the employee is not able to, or does not wish to, complete the trial period, the employee shall be returned to their former position and wage rate, without loss of seniority.

As per Article 5 of the collective agreement, employees maintain the ability to work between multiple classifications while undergoing the trial period.

SECTION 11 – Termination and Layoff/Recall

11.01 When the Employer deems it necessary to reduce the workforce, the Employer shall advise the Union in advance.

When a reduction in workforce occurs, seniority as defined in Article 9 above, shall govern in cases of layoffs, provided the remaining employees have the skills, ability, qualifications, experience and certification (if required) to perform the available work.

Employees laid off in accordance with the above provisions shall be recalled to work in order of seniority with the Employer, provided they have the skills, ability, qualifications, experience and certification (if required) to perform the available work and subject to them retaining recall rights as identified in Article 9 above.

An employee laid off and recalled for work must return within three (3) workdays after being recalled, or provide a reason satisfactory for their failure to do so during that time, otherwise their seniority and employment will be deemed terminated.

The employee shall keep the Employer informed of their current address and telephone number. The employer shall make reasonable attempts to contact the employee to

provide notice of recall.

SECTION 12 – Vacation

12.01 January 1st will be used for the purpose of calculating vacation entitlements for employees. For the purpose of calculating vacation entitlement, a vacation year shall be from January 1st to December 31st.

12.02 Employees will be granted vacation time and vacation pay as follows

Completed Years of Service	Entitlement	Pay %
After 1 year	2 weeks	4%
After 5 years	3 weeks	6%

12.03

- a. Operational requirements shall govern vacation schedules and the Employer may limit the number of employees who are on vacation at any one time.
- b. Employees' vacation requests are granted on a first come first serve basis, but preference shall be given to employees in accordance with seniority where requested vacation periods conflict.
- c. Employees may elect to split their vacation entitlement in full days or full weeks.
- d. If an employee has not scheduled their vacation entitlement by September 15th of the vacation year, the Employer shall retain the right to schedule those vacations.

12.04 Employees who leave the service of the Employer shall be paid their outstanding vacation entitlement at the time of termination of employment.

SECTION 13 – Workplace Atmosphere: No Harassment, Bullying and Discrimination

13.01 **Joint Labour Management (JLM):** It is agreed that Joint Labour Management (JLM) meetings will be held on a regular basis, if requested by either party, at least once per quarter, involving an equal number of management and employee representatives. The purpose of these meetings is to promote communications between management and the Union. The agenda for the meeting will be established at least one week prior to the meeting date.

The parties agree the JLM will not be used to discuss such matters as changing terms of the collective agreement. Those matters may only be discussed between the Employer and the Union's staff representative.

13.02 **No Intimidation:** The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of the employee's legitimate activities as a member, steward or officer of the Union.

13.03 **No Discrimination:** The Employer and the Union endorse the principles outlined under the Human Rights Code prohibiting discrimination in employment or membership in a trade 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 and upon any other grounds that maybe added to the Human Rights Code

- 13.04 **Harassment, Bullying and Discrimination:** 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 in the Human Rights Code. Where an employee alleges that harassment or discrimination has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

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 the Employer has received an allegation of harassment, sexual harassment, bullying or discrimination, it will be investigated on a priority basis in accordance with this joint commitment. Where the Union has received an allegation of harassment or discrimination, it shall immediately advise the Employer.

All forms of harassment by owners, managers, employees and customers will not be tolerated.

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) Complete a written complaint setting out the details of the harassment and discrimination and provide it to their immediate supervisor or manager, who will investigate the matter and report findings in writing to the employee who raises the complaint.

An investigation will be conducted as promptly as possible.

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

SECTION 14 – Health and Safety

- 14.01 **Health and Safety Committee:** The Employer and the Union, realizing the benefits to be derived from a safe and healthy place of employment, agree that they and all employees at all levels shall cooperate to promote safe work practices, health conditions and the enforcement of safety rules.

The Employer agrees to maintain a Joint Health and Safety Committee. The Committee shall function in accordance with the Workers' Compensation Act and the Health and Safety Regulations.

Members of the bargaining unit shall be elected by the employees in the restaurant or shall be appointed by the Union to the Joint Health and Safety Committee.

SECTION 15 – Shop Stewards and Union Representatives

15.01 **Union Representative Visits:** Upon providing twenty-four (24) hours' notice to the Owners or their designate, duly authorized representatives of the Union shall be entitled to visit the restaurant. Such visits are for the purpose of observing working conditions, interviewing members and to ensure that the terms of the Collective Agreement are being implemented.

During the Union representative's visit there will be no disruption to, or interference with, an employee's duties or service to customers.

The Owners or their designate may require the Union representative to reschedule the visit due to restaurant needs.

15.02 **Shop Steward Recognition:** 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 two (2) shop stewards and one (1) alternate shop stewards for the purposes of overseeing the terms of the collective agreement being implemented and for the purposes of presenting complaints and grievances to the designated management of the restaurant.

If the Employer conducts a disciplinary interview with an employee where that employee;

- (i) is given a reprimand which is to be entered on the employee's personnel file and/or
- (ii) is suspended or discharged.

The Employer will advise such employee of their right to have a shop steward present, or in the absence of a shop steward another employee of their choice who is on shift at the time of the meeting. If they elect to have a shop steward or a witness present, the shop steward or witness will be briefed in advance of calling the employee to the disciplinary interview.

Shop stewards will be provided a copy of all disciplinary action issued to employees.

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 and is subject to customer needs, demands and service.

SECTION 16 – Grievance Procedure

16.01 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.

Grievances shall be submitted within 30 days of the event giving rise to the grievance and must be presented in writing and shall clearly set forth the nature of the grievance and the contentions of the aggrieved party, including the remedy sought and the Article(s) of the agreement alleged to have been violated.

Step One

A Union representative or 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 written grievance, the grievance may proceed to Step Two.

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 17 of this Agreement.

Grievances involving the dismissal, suspension or layoff of an employee must be submitted to the Employer within ten (10) working days from the date the Union is notified of the dismissal, suspension or layoff.

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. If no such agreement is reached, then a failure to process a grievance to the next stage or to arbitration within the time limits specified shall mean the grievance is deemed abandoned and all rights of recourse shall be at an end.

Each member of management may appoint a designate to act in their absence during the Grievance Procedure.

A Union policy grievance or an Employer grievance shall be submitted at Step Two within thirty (30) days of the event giving rise to the grievance.

The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

SECTION 17 – Board of Arbitration

- 17.01 The party electing arbitration will submit the name of one (1) or more arbitrators to the other party. If the parties are unable to agree on the choice of an arbitrator within thirty (30) days, the Minister will be requested to appoint an arbitrator.

The Board of Arbitration shall be composed of a single arbitrator. (The parties may, by mutual consent, agree upon a three (3) person board of arbitration.)

The Arbitrator shall hear the matter in dispute and shall render a decision within thirty (30) days of completing the hearing. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

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

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

The parties shall equally bear the costs of the Arbitrator. Each of the parties shall bear the expenses incurred in the preparation and presentation of its own case.

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

The parties agree to exclude the operation of Section 87 of the Labour Relations Code.

SECTION 18 – Miscellaneous

- 18.01 **Float/Cash Shortage:** The Employer will provide each server with a float at the commencement of their shift. Each server will have an individual bag containing their float and they must sign acknowledging the float at the start of each shift. At the end of their shift, the server must return the float to their individual bag and sign off upon doing so. If there is a shortage in the server's float at the end of their shift, the shortage may be deducted either from the employee's pay cheque or from tips received by the server.

The Employer will maintain an "emergency float" for the use of servers during their shift.

- 18.02 **Tips:** The parties recognize that gratuities are generated by the experience of the guest, which is contributed to by all employees of the restaurant. The current gratuity pool arrangement will continue, and no changes will be made to the arrangement without a 3/4 vote in favour by bargaining unit employees. The Employer agrees that gratuity money will be accounted for in a transparent manner.

- 18.03 **Employee Personnel File:** A copy of a formal discipline report to be entered on an employee's file will be given to the employee. The employee will be requested to sign a

copy. Such signature will indicate receipt of the formal discipline only. Subject to giving the Employer reasonable advance notice, an employee shall have access to their personnel file in accordance with the Personal Information Protection Act, as amended from time to time.

- 18.04 **Lockers:** The Employer shall provide lockers for employee use. Employees must bring their own lock and may not use the lockers overnight. The Employer is not responsible for the contents of the locker.
- 18.05 **Bulletin Board:** A bulletin board will be supplied by the Union and will be placed by the employees' entrance. It is understood that this bulletin board is the property of the Union and shall be for its exclusive use for posting of Union business notices.

Any other Union bulletins may only be posted on the Union bulletin board by mutual agreement between the Union and designated Management.

- 18.06 **Staff Meetings:** When directed by management, if an employee attends a mandatory staff meeting, training or other special assignments outside of their regular scheduled shifts, they shall be paid a minimum of two (2) hours, unless such attendance occurs immediately prior to or following their regular 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.

The Employer will designate a time during an employee's regular scheduled shift for an employee to complete online learning modules and the time during the shift will be paid as time worked.

SECTION 19 – Expiration and Renewal

- 19.01 This Agreement shall commence on date of ratification and shall continue in full force and effect **December 16, 2022** up to and including **December 15, 2024** and shall continue in full force and effect from year to year thereafter unless either party gives written notice, within ninety (90) days prior to the expiry date or any subsequent anniversary date thereafter, requiring the other party to commence collective bargaining with the intent of concluding a renewal agreement.

Should either party give written notice to the other party pursuant to Article 19 this agreement shall thereafter continue in force and effect until either the Union gives notice of strike or the Employer gives notice of lockout in accordance with the Labour Relations Code of British Columbia.

The parties agree to exclude the operation of Section 50(2) and 50(3) of the Labour Relations Code.

It is understood that during the term of this Agreement, the Employer will not lockout its employees. The Union agrees it shall not in any way authorize, permit or encourage any strike, work stoppage, walk-out, slow-down or otherwise interfere with, limit or impede the operations of the Employer during the term of this Agreement.

The Employer shall have the right to discharge or discipline any employees taking part in any strike, work stoppage, walk-out or slow-down that limits or impedes the operations of the Employer. However, that any such action by the Employer shall be subject to the grievance procedure if any employee believes they have been discharged or disciplined unjustly.

SIGNED THIS 9th DAY OF June, 2023.

FOR THE UNION

FOR THE EMPLOYER



Kim Novak, President

Robert Atsma

Rob Atsma

Wage Schedule

The wage rates noted below will be effective as of January 2, 2023.

Host:

Start	After the first pay period following one calendar month from date of hire
Minimum Wage as established by the Province of British Columbia	1.5% increase

Scullery:

Start	After the first pay period following one calendar month from date of hire
Minimum Wage as established by the Province of British Columbia	1.5% increase

Server:

Start	After the first pay period following one calendar month from date of hire
Minimum Wage as established by the Province of British Columbia	1.0% increase

Cooks:

Status	Start Rate	Build	Pasta	Cut	Salad
Part-Time	\$16.00/hour	+\$0.25	+\$0.25	+\$0.25	+\$0.25
Full-Time	\$17.00/hour	+\$0.25	+\$0.25	+\$0.25	+\$0.25

An employee working on a full-time basis who has successfully completed training for all four functions will receive an extra fifty cents (\$0.50) per hour.

Note: For Cooks, a full-time cook is defined as an employee who is regularly scheduled for thirty-two (32) hours per week or more, or who regularly works on average thirty-two (32) hours per week or more over any two-month period.

HOH Supervisors

Start	After three (3) months	After six (6) months
\$18.00/hour	+\$0.50	+\$0.50

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