

**COLLECTIVE AGREEMENT**

**Between**

**KIT INC. (KFC - BC)**

**AND**

**CAW LOCAL 3000**

**EFFECTIVE: JULY 1, 2007 - JUNE 30, 2010**

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# COLLECTIVE AGREEMENT

BETWEEN:

KIT INC. (KFC - BC)  
(hereinafter called the "Company")

AND:

CAW Local 3000  
(hereinafter called the "Union")

## **PREAMBLE**

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

## **ARTICLE 1 PURPOSE AND SCOPE**

### 1.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT

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

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

### 1.02 DEFINITION OF EMPLOYEES COVERED BY THIS AGREEMENT

This Agreement shall cover all employees in the retail stores except office employees, Managers, or Supervisors who exercise management functions.

### 1.03 MEMBERSHIP

All employees as defined in Section 1.02 above who, at the date of signing of this Agreement, are members in good standing of the Union, or who later become members of the Union, shall as a condition of continued employment, maintain membership in good standing in the Union for the duration of this Agreement or any continuation or renewal thereof. All employees employed after this Agreement becomes effective shall become members of the Union not later than upon completion of one week of employment.

## **ARTICLE 2 DEDUCTION OF UNION DUES**

### 2.01 DEDUCTION OF UNION DUES

The Company agrees to provide each new employee with a Union Dues Authorization Form not later than upon completion of one week of employment. The Company further agrees to deduct, pursuant to written assignment of employees, from each pay period of the earnings of each employee, Union Dues and Initiation Fees from time to time fixed by the Union. In addition, assessments levied in accordance with the Constitution and By laws of the Union will be deducted from members of the Union upon proper written notification from the Local Executive of the Union.

The Company shall include Union Dues on all T 4 slips issued to employees.

### 2.02 REMITTANCE OF UNION DUES

The total amount so deducted shall be remitted with an itemized statement to the Secretary Treasurer of the Local Union within fourteen (14) days following each pay date.

## **ARTICLE 3 UNION RECOGNITION**

### 3.01 SHOP STEWARDS

The Company agrees to recognize a Shop Steward as the employee's representative in each store and will accord a hearing to the Shop Steward for settlement of disputes and grievances.

### 3.02 UNION REPRESENTATIVE ACCESS

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

The Authorized representative, if they intend on entering non-customer areas, shall be required to wear shoes meeting Company and governmental safety requirements.

### 3.03 EMPLOYEE PAY TIME LIMIT

In the event of a complaint or grievance respecting an employee's pay, the Union Representative shall, upon request to the Manager, have access to the time sheets. In the event that the matter is unresolved, the Union Representative shall, upon request to the Director, Human Resources, have access to the pay records at Head Office.

### 3.04 UNION EXTENDED LEAVE OF ABSENCE

Upon written request to the Company's Labour Relations Representative, the Company shall grant Leave of Absence without pay for a maximum period of three (3) years to no more than one (1) employee per store who is selected to a full time Union position.

At the expiry of this three year period the Union may request and the Company shall grant an additional three (3) year extension period to the leave to no more than three (3) employees. It is understood that the maximum continuous period of leave shall be six (6) years. An employee who obtains such Leave of Absence must return to the employ of the Company at the end of the selected term to retain employee status.

### 3.05 MEETINGS, CONVENTIONS, NEGOTIATIONS, ETC.

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

### 3.06 NOTICE FOR LEAVES OF ABSENCE

In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this Leave of Absence, as set forth in Clause 3.04 above, the Employer shall be advised in writing thirty (30) days prior to the day on which the Leave of Absence is to commence. With regard to Article 3.05, the employer shall be advised in writing ten (10) days prior to the day on which the leave of absence is to commence and the employee shall be advised of the Company's decision prior to posting of the schedule in which the Leave of Absence is to commence.

### 3.07 NUMBER OF EMPLOYEES GRANTED UNION LEAVE

The number of employees granted Leave of Absence for these purposes shall be subject to the service requirements of the Company.

### 3.08 MAINTENANCE OF SENIORITY AND BENEFIT PLANS

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

plans. An Employee off on Long Term Union Leave, not covered by Article 3.09, shall have benefits covered up to the end of the month in which the leave commences, thereafter the Local Union shall assume responsibility for the benefits until such time as the employee returns to active service.

### 3.09 PAID UNION LEAVE

The Company agrees to cover the wage and benefit costs for union members booked off on union business, for up to fifteen hundred (1500) hours per contract year. Any surplus of hours remaining at the end of the contract year shall be void.

### 3.10 DISCIPLINARY LETTERS

- a) Copies of all disciplinary letters will be sent to the Local Union office as they are issued.
- b) Copies of all job postings in multi-branded restaurants will be sent to the Local Union office as they are issued.
- c) Where an employee has no notations on their file for a period of thirty (36) months, the Company agrees to remove any reference to suspensions or written warnings.

## **ARTICLE 4 MANAGEMENT RIGHTS**

### 4.01 MANAGEMENT RIGHTS

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

### 4.02 MANAGEMENT RIGHTS

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

## **ARTICLE 5 DAYS AND HOURS OF WORK AND OVERTIME**

### 5.01 NORMAL STRAIGHT TIME HOURS OF WORK

- a) The regular hours of work shall not exceed forty (40) hours per week and eight (8) hours in a shift. Employees' days off shall be consecutive as far as is possible. In any dispute as to the necessity of departing from the pattern of two (2) consecutive days off, it shall be the responsibility of the

Company to show that such departure is necessary to meet service requirements.

- b) An employee will not be scheduled to work more than five (5) days in a work week. More than seven (7) consecutive days in two (2) work weeks may be scheduled if requested by the employee. The eighth (8th) and ninth (9th) shift shall be paid at double (2x) the regular rate of pay.

#### 5.02 OVERTIME

Time worked in excess of eight (8) hours per shift shall be considered as overtime and shall be paid at time and one half the regular rate.

#### 5.03 OVERTIME - SIXTH AND SEVENTH SHIFTS

Subject to Letter of Understanding #10, time worked in excess of ten (10) hours on a shift or all hours worked on a sixth and/or seventh shift in a work week shall be paid at double the regular rate.

#### 5.04 PAYMENT OF OVERTIME

Overtime shall be paid to the next one quarter hour, cumulative over each work week.

#### 5.05 SCHEDULING OF OVERTIME

- a) The response of the employees requested to work overtime will be on a voluntary basis.
- b) The Union agrees that when overtime is necessary, it will do its utmost to cooperate with the Company to make sure that employees are available to do the work, particularly when such overtime is due to the unexpected absence of an employee or in an emergency.
- c) The Company and the Union recognize that the restaurant business cycle fluctuates, and consequently that specific daily scheduling, requirements may fluctuate to reflect this reality. The Company and the Union agree that they have a mutual interest in ensuring the efficient and hospitable operation of the business.

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

d) Scheduling of Overtime

Management shall offer such overtime in order of seniority to employees on shift in the classification where the overtime is needed.

e) Management shall then offer overtime to qualified employees on shift in order of seniority.

f) Management shall then offer overtime to employees not on shift in the classification in order of seniority.

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

h) Overtime is not required to be offered to any employee not on shift and/or who has limited their availability for that day as indicated on the call in availability sheet.

5.06 OVERTIME RATE OF PAY

An employee requested to work overtime shall be paid overtime at the rate of the classification they are working on their shift, unless assigned to a higher rated classification. (See Appendix "A").

5.07 OVERTIME TIME OFF

An employee accepting overtime, which is expected to exceed two (2) hours shall be given a fifteen (15) minute paid rest period within the first two (2) hours of overtime and further breaks will be in accordance with Articles 5.14 and 5.15.

5.08 PAYMENT OF OVERTIME

Employees shall not be required to take time off to absorb overtime.

5.09 POSTING OF WORK SCHEDULE

a) Posting of Work Schedule

Management will post the work schedule, not later than 3:00 p.m. on Thursday of each week and such work schedule will be brought up to date, in ink, daily by the Manager on shift.

b) Abbreviations on Schedule

There shall be no identifying marks or abbreviations used on the work schedule other than those agreed to by the parties of this Agreement (see Appendix "D").

c) Emergency Changes on Posted Schedule

An employee's posted weekly work schedule will not be changed without their agreement, unless such change is caused by an emergency. (See Appendix "C"). When an employee agrees to switch a day(s) of rest and a day(s) of work, the provisions of Article 5.12 will not apply.

d) Giving Notice of Change

An employee's posted shift will not be changed without personal notice prior to leaving for work, unless such change is caused by an emergency. (See Appendix "C").

e) Added Hours to a Posted Schedule Voluntary

The response of the employee requested to work any additional hours beyond what is scheduled will be on a voluntary basis.

## 5.10 SPLIT SHIFTS

a) Split Shifts Duration

Split shifts must fall within a twelve (12) hour period; shall not exceed seven (7) hours in duration; shall not be split more than once; and each segment be a minimum of two (2) hours.

b) Rotation of Split Shifts

The assignment of split shifts will, where possible, be rotated among qualified employees.

c) Payment of Split Shifts

All employees upon attainment of six (6) months service, required to work a split shift of less than five (5) hours will be paid for all hours worked and in addition receive one (1) hour at their regular rate. Otherwise, for each subsequent split shift beyond their first split shift during the work week employees shall receive one (1) hour at their regular rate. Also for these eligible employees, overtime on a split shift will commence after seven (7) hours of work and will be paid at double (2X) the regular rate.

## 5.11 MINIMUM HOURS OF WORK

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

## 5.12 CALL IN PAYMENT

- a) Employees who have been scheduled for fifteen (15) hours or more on the weekly work schedule, not on shift, called to work on the same day they have completed a shift, or called in to work on a sixth or seventh shift, shall receive their appropriate rate for such time and in addition, two (2) hours pay at their regular rate.
- b) Call in pay is not applicable in relation to any shifts worked under the application of Letter of Understanding #10.
- c) An employee's response to call in is voluntary.

## 5.13 UNPAID BREAKS

The Company will endeavour to schedule sufficient employees so that all employees are able to take their rest and meal breaks.

## 5.14 UNPAID MEAL BREAKS

Employees working a shift of more than five (5) hours shall receive an unpaid meal period of not less than one half (1/2) hour commencing not earlier than two (2) hours after their shift started and not later than five (5) hours into their shift. An eligible employee shall advise, and the Manager shall note on the schedule, whenever the employee was unable to take an unpaid meal period. All breaks shall be taken on the store premises where if the employee were to leave the premises it would result in less than two employees on the premises. For the purposes of this article only, management shall be included in the employee count.

## 5.15 PAID MEAL BREAKS

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

## 5.16 PAYMENT OF MEAL BREAKS

Employees shall be paid for all time worked and payment for paid rest periods which are not given shall be added to daily earnings at straight time rates of pay. Unpaid meal periods which are not given shall be paid for in accordance with the attached Letter of Understanding #1.

## 5.17 TIME REQUIRED BETWEEN SHIFTS

Employees will not be required to commence working a new shift until at least ten (10) hours have elapsed since ending their previous shift.

## 5.18 PREMIUM PAYMENTS

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

## 5.19 EMPLOYEES WORKING ALONE

Employees, working alone, shall be contacted by Management at least once every two (2) hour period.

## **ARTICLE 6 GENERAL HOLIDAYS**

### 6.01 STATUTORY HOLIDAYS

The following days, and any other days declared as holidays by the Federal or British Columbia governments shall be paid general holidays:

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

Canada Day to be taken on July 1 of each year.

### 6.02 ELIGIBILITY OF STATUTORY HOLIDAY PAY

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

### 6.03 LOSS OF STATUTORY HOLIDAY PAY FOR FAILURE TO REPORT

Employees who qualify for holiday pay under Article 6.02 shall not receive holiday pay if:

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

### 6.04 CALCULATION OF ELIGIBILITY

In calculating days worked for the purpose of Article 6.02 the following will be counted:

- a regular work day;

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

#### 6.05 BANKING AND PAYMENT OF STATUTORY HOURS

In the event an employee works on a General Holiday, and qualifies for holiday pay under Article 6.02, they shall be paid time and one half (1 1/2x) their regular hourly rate for all hours worked during that day and in addition have the average number of hours (excluding overtime) worked per shift during the previous two (2) pay periods, or that number of hours (excluding overtime) worked on the General Holiday, whichever is greater, accrued as banked hours.

#### 6.06 STATUTORY PAY WHEN WORKED AND OTHERWISE INELIGIBLE

In the event a General Holiday falls on a day an employee is not scheduled to work or is on vacation, but who has qualified for holiday pay under Article 6.02, they will either be paid holiday pay for that day, or have the average number of hours (excluding overtime) worked per shift during the previous two (2) pay periods accrued as banked hours. Employees who are not otherwise eligible for holiday pay, when required to work on a general holiday shall be paid at the rate of time and one half (1 1/2) their regular hourly rate for all hours so worked on the General Holiday.

#### 6.07 MAXIMUM BANKED HOURS

A maximum of 120 hours may be accrued as banked hours and may be withdrawn by an employee in whole or in part at their regular rate at time of withdrawal. In the event an employee also wishes time off, such time will be by mutual agreement and subject to the operating needs of the business.

### **ARTICLE 7 ANNUAL VACATIONS**

#### 7.01 ANNUAL VACATION AND PAY ENTITLEMENTS

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

<u>Company Service Requirement</u>	<u>Length of Vacation</u>	<u>Computation of Vacation Pay</u>
1 Year	2 Weeks	4% of wages earned since previous vacation
3 Year	3 Weeks	6% of wages earned since previous vacation
10 Years	4 Weeks	9% of wages earned since previous vacation
20 Years	5 Weeks	11% of wages earned since previous vacation
30 Years	6 Weeks	13% of wages earned since previous vacation

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

b) VACATION CARRY OVER

All employees eligible for more than two (2) weeks vacation in a calendar year will be permitted to carry over a maximum of two (2) weeks into the following calendar year, provided that:

- (i) A minimum of two (2) weeks vacation has been taken,
- (ii) The request for the vacation carry over is made in writing to the Company no later than December 31<sup>st</sup> of the current year,
- (iii) Any carry over vacation time that is not taken by the employee prior to December 31<sup>st</sup> will be forfeited,
- (iv) Carry over requests are subject to 7.04 (a) & (b),
- (v) All carry over vacation must be taken prior to any request being considered by the Company for a personal leave.

7.02 VACATION SCHEDULING RESTRICTIVE MONTHS

Employees shall be entitled to receive their vacation in consecutive weeks during the months of June, July and August. During other months of the year, employees shall receive their vacation entitlement in a consecutive two (2) week period; an additional week(s) may be taken consecutively except when the efficient operations of the business would be adversely affected.

### 7.03 CHANGE OF APPROVED VACATION

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

### 7.04 VACATION SCHEDULING PREFERENCE BY SENIORITY

- a) Vacation schedules will be placed on the bulletin board no later than February 1st. After April 15th those employees who have not recorded their choice of vacation time will not be able to exercise seniority rights for vacation purposes. All vacations must be approved by the Restaurant Manager. The approved and assigned vacation schedule will be posted on May 1st.
- b) Selection of vacation time shall be by seniority by classification, subject to (a) above.

## **ARTICLE 8 BENEFIT PLANS**

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

## **ARTICLE 9 EMPLOYEE BENEFITS**

### 9.01 COMPANY SUPPLY/MAINTENANCE OF UNIFORM

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

Employees are expected to take reasonable steps to prevent damage to uniforms or other apparel issued by the Company.

- b) Effective the second pay period in September 2005 and each year thereafter, the Company will reimburse those employees who have completed their probationary period up to \$60.00 for the purchase and maintenance of work shoes provided the work shoes meet Company and governmental requirements. The Company can specify the colour and safety criteria that must be met but cannot specify brand of footwear to be purchased.
- c) Effective July 1, 2005, Food Service Workers who normally work greater than 20 hours per week, every year thereafter, in the second pay period in September and the first pay period of March, the Company will re-imburse those employees who have completed their probationary period up to

\$60.00 for the purchase and maintenance of work shoes provided the work shoes meet Company and governmental requirements. The Company can specify the colour and safety criteria that must be met but cannot specify brand of footwear to be purchased.

- d) Proof of purchase is required for all shoe re-imbusement payments.
- e) Employees must return their uniform upon their leaving the employ of the Company.

#### 9.02 LAUNDRY ALLOWANCE

Where an employee is required to launder their own uniforms, an allowance of one dollar (\$1.00) per shift shall be paid to such employee.

#### 9.03 NO DEDUCTIONS OF MONIES FOR MEALS

There will be no deduction of monies for meals. The quality and variety of such meals will remain, as at present, within the discretion of the Company. A staff menu, outlining chargeable and non chargeable items, will be posted in each store.

Where an employee consumes a meal from another QSR restaurant on the Company's premises, all material associated with the QSR will be adequately concealed from customers.

#### 9.04 LEAVE FOR JURY/WITNESS DUTY

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

#### 9.05 BEREAVEMENT LEAVE

An employee absent due to death in their immediate family during periods when they are both scheduled and available for work, shall receive three (3) days pay for such time lost (and in the case of grand parents, brothers in law and sisters in law, sons in law and daughters in law, one (1) day off with pay if not residing with the employee). In the event an employee requests additional time off, such time without pay may be granted by the Manager to a maximum of ten (10) work days. The above will only apply to the immediate family which includes children, spouse (including same sex spouse), parents, brothers, sisters, parents in law, and any relative residing permanently with the employee. The above benefits shall not be implemented during vacation, sick leave, leave of absence, maternity leave, or leave due to a work related injury.

## 9.06 PARENTAL AND FAMILY LEAVE

- a) The Company will comply with the Employment Standards Act regarding these leaves designed to help employees with their family responsibilities.
- b) At all times, the provisions of the Employment Standards Act are applicable and take precedence which can be viewed at [www.labour.gov.bc.ca/esb](http://www.labour.gov.bc.ca/esb).
- c) For guideline purposes only, the following general matters are currently in force:

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

Birth mothers, birth fathers and adoptive parents are entitled to up to thirty seven (37) consecutive weeks leave.

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

The leave shall begin no earlier than eleven (11) weeks before the expected birth date, and end no later than seventeen (17) weeks after the actual birth date.

The Company may require an employee to commence a leave of absence where her duties cannot reasonably be performed because of the pregnancy, and where alternative employment is not available.

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

Parental leaves, available in addition to pregnancy leaves, and to either parent, can extend the leave by a further thirty seven (37) weeks, for a total of fifty two (52) weeks.

During parental leave, the Company shall maintain the employee's coverage in the applicable benefit plans providing the employee continues to pay their share of the cost of the respective plans.

The Company will be notified two (2) weeks in advance of the employee's anticipated date of return to work.

The employee will provide the Company with their intended date of return to work prior to commencing their leave.

An employee returning from a pregnancy or parental leave will be returned to the position he/she held before the leave or a comparable position.

The employer will not terminate an employee or change a condition of employment of an employee because of the employee's pregnancy or parental leave unless the employee is absent for a period exceeding the permitted leave.

- ii) Family Responsibility Leave: Family responsibility leave provides up to five (5) days unpaid leave to meet responsibilities related to immediate family care.

#### 9.07 MISCELLANEOUS MEDICAL ISSUES

- a) Transportation to Hospital

Where an employee is injured or sick to the extent where medical attention is required, it shall be the responsibility of the Company to provide immediate transportation to and from the nearest medical facility.

- b) Return from Approved Leave Job and/or Hours Security

An employee returning from an approved leave such as: sick leave, union leave, jury duty leave, parental leave, bereavement leave as provided in Article 9.05, or leave due to a work related injury, will return to the same job if it exists, or in the event that it does not, to a job similar in work content, and the average number of hours per pay period they would have received had they not been on leave of absence. A doctor's certificate may be required to determine the type of work the employee is able to perform.

- c) Repetitive, Chronic Absenteeism

It is understood that the Company may request a doctor's note to verify an employee's illness where the employee's absences have indicated a repetitive pattern and/or chronic absenteeism over time. The Company will cover any costs associated with providing a doctor's certificate when requested by the Company.

- d) Personal Leave in Accordance With Article 9.08(a)

The provision in (b) above will also apply to employees who receive a personal leave of absence of less than two (2) months, granted in accordance with article 9.08 (a).

e) Reporting Illness to Management

To facilitate management arranging for a replacement, employees who are ill and unable to report to work as scheduled are to provide the store management with four (4) hours advance notice when ever possible. The employee is encouraged to indicate their probable return date, if known. When the employee is fit to return to work the employee is encouraged to provide advance notice of their anticipated return.

In the event that such notice is not provided before the posting of the next applicable schedule, the Company shall not be required to schedule the employee.

f) Loss of Earnings on Day of Injury

An employee injured while working in the store shall suffer no loss of earnings for the balance of hours scheduled on the day on which the work related injury occurs if as a result of such injury they are sent to the hospital or for medical attention and are declared unable to return to work.

g) Medical Certificate in Certain Other Circumstances

A team member who has requested an RDO and been turned down and then, subsequently calls in sick on the shift for which an RDO is requested, may be required to submit a doctor's note to verify the employee's illness.

## 9.08 PERSONAL LEAVE OF ABSENCE

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

- c) An employee who has scheduled exams or wishes to attend their graduation ceremony agrees to provide the Company as much notice as possible, and no less than ten (10) days. The employee will identify the exam date or the graduation ceremony date as applicable. The granting of the leave of absence for these dates and the day prior to the exam date, if requested, remains within the discretion of the Company but will not be unreasonably denied. The leaves shall be without pay. The maximum leave shall be five (5) days.

#### 9.09 EMPLOYEE ATTENDANCE/PAYMENT AT MEETINGS/TRAINING

An employee requested by the Company to attend meetings, or required to take courses to upgrade their jobs or learn new jobs, will be paid their regular hourly rate for such time. Tuition costs of such training or required Industrial First aid courses will be paid by the Company.

#### 9.10 ELIMINATION OF JOBS DUE TO TECHNOLOGICAL CHANGE

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

#### 9.11 USE OF CAR ON COMPANY BUSINESS

Employees requested by their Manager to use their own car on Company business will be paid an allowance equivalent to the current Company policy.

#### 9.12 HIRES RATE OF PAY

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

#### 9.13 LIAISON MEETINGS

The parties to this Agreement agree to retain a joint Management Union Committee which will meet monthly to examine, discuss and make recommendations to the parties on all matters of mutual interest, such as accident prevention, employee employer relations, including wherever possible, advance notice of matters likely to significantly affect employee working conditions, and public and industrial relations.

#### 9.14 JOB POSTINGS FOR NEW UNITS

At least thirty (30) calendar days before the opening of a new establishment, an advance notice will be posted in all stores for not less than seven (7) calendar days. The Company agrees to accommodate where possible the requests of employees for transfers, subject to the operating needs of the business.

#### 9.15 EMPLOYEES NOT REQUIRED TO WORK IN STORES OTHER THAN HOME STORES

Employees will not be required to work in stores other than their home store.

### **ARTICLE 10 SENIORITY AND LAYOFFS**

#### 10.01 PROBATIONARY PERIOD

Employees will be considered on probation until they have worked one hundred and sixty (160) hours. The Company shall ensure that all new employees receive adequate training during the probationary period. Probationary employees will receive at least two (2) progress reviews during their probationary period to assist in their achieving expected progress. If found unsuitable at any time during such period (including before any progress review), such employees will not be retained in the service of the Company. Upon successful completion of the probationary period the employee will be credited with seniority dating back to the first day of the probationary period.

#### 10.02 SENIORITY LISTS

The Company shall provide quarterly to the President of the Union, a list of hourly employees for each store which will include names, addresses, telephone numbers, actual wage rates, seniority dates and classifications.

#### 10.03 LOSS OF SENIORITY

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

- a) discharge for just and reasonable cause and not reinstated under the terms of this agreement;
- b) voluntary termination of their employment;
- c) continuous absence for three (3) days without permission of the Company, unless the employee was absent for reasons beyond their control;
- d) continuous layoff for a period exceeding six (6) months for employees with less than three (3) years seniority or twelve (12) months for employees with three (3) or more years seniority;

- e) a failure to return to work within four (4) working days after being recalled from layoff, without just and reasonable cause. Just and reasonable cause will include refusal of a recall of less than four (4) continuous weeks of work of less than an average of twelve (12) hours of work per week;
- f) a failure to return to work immediately upon the expiry of an approved leave of absence or approved vacation, unless the employee was absent for reasons beyond their control.

#### 10.04 BREAK OF SENIORITY

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

#### 10.05 NOTICE OF LAYOFF

- a) Notification of Layoff or Pay in Lieu Thereof

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

- b) Severance Pay

An employee who has completed a Period of Employment of at least six (6) consecutive months shall receive severance pay subject to Article 10.05 (a) should the layoff exceed three (3) months.

- c) Notice of Closure

The Company agrees to provide notice of closure of a store (if such closure is within the control of the Company) to the Union and the affected employee(s) at least three months prior to the effective date of the closure, or pay in lieu thereof. Should an employee under such notice be offered and take work with the Company in accordance with Article 10.07, any pay due the employee in lieu of notice shall be reduced proportionately.

Whenever a Notice of Closure has been provided, the Company will ensure that all vacancies which exist prior to closure at certified stores within:

- i) 30 kilometers from the closing store (if in the lower mainland) will first be offered to employees affected by the closure before any new hiring takes place; or
  - ii) 60 kilometers from the closing store (if outside of the lower mainland) will first be offered to employees affected by the closure before any new hiring takes place.
- d) It is understood that employees from the closing store may accept the offered position and may delay moving to their new location where the Company requests the employee to continue to work at the closing store to ensure continuity of customer service.
- e) After closure, recall language shall apply.

#### 10.06 LAYOFF APPLICATION

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

- a) an employee will be laid off if more senior employees have the qualifications to perform the necessary work;
- b) an employee in a higher classification may be demoted to their former classification without a loss of seniority;
- c) employees transferred from another store shall be considered the last employees hired in that classification but will retain their seniority and Company service for the purpose of demotion or layoff within the store;
- d) any laid off employee may request recall to another store when a layoff exceeds one (1) month;
- e) an employee demoted to a lower classification under Article 10.06 shall be offered their previous classification should work in the previous classification once again become available within six (6) months from date of the initial demotion.

#### 10.07 RECALL APPLICATION

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

- a) the Company may recall such laid off employee to any job which becomes vacant;
- b) the employee must have the necessary qualifications and ability;

- c) an employee(s) may not refuse a recall without just and reasonable cause.

#### 10.08 NOTIFICATION OF RECALL IN REVERSE ORDER

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

#### 10.09 ASSIGNMENT OF SHIFTS AND HOURS BY SENIORITY (SEE ALSO LETTER OF UNDERSTANDING #2)

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

#### 10.10 MAXIMIZING THE LENGTHS OF SHIFTS (SEE ALSO LETTER OF UNDERSTANDING #2)

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

#### 10.11 TEMPORARY ASSIGNMENT OF SHIFTS

An employee temporarily assigned for two (2) hours or more, cumulative, in any one shift, to a higher rated position, shall receive the appropriate rate while occupying such position (see Appendix "A"). Employees temporarily assigned to a lower rated position shall not have their rate reduced. An employee in training, i.e. under the supervision of a qualified person within that classification will not be considered as on a temporary assignment.

#### 10.12 ADEQUATE STAFFING LEVELS

The Company agrees it will endeavour to schedule sufficient employees to reasonably cover the anticipated work.

### **ARTICLE 11 DISCIPLINE**

#### 11.01 NO DISCRIMINATION

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

## 11.02 DISCIPLINARY LIMITATION

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

## 11.03 RIGHT TO SHOP STEWARD

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

## 11.04 RECOGNITION OF LEGAL PICKET LINES

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

## 11.05 PERSONNEL FILE

### a) Access to Personnel File

Upon adequate notice to the Manager, an employee shall have reasonable access to review their personnel file in the store.

### b) Right to File Written Objections

An employee may register their written objection to any entries on file which shall also then be included in the file.

### c) Signing of Written Discipline

Whenever an employee signs a document pertaining to discipline they do so only to acknowledge that they have been notified accordingly.

## 11.06. PROTECTED WORKING CONDITIONS

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

## 11.07 NOTIFICATION OF DISCIPLINARY LETTERS

The President of the Union will receive a copy of all disciplinary letters presented to employees including those covering suspensions or discharge. The President of the Union and/or the Union Representative shall review the status of all employee disciplinary letters with the appropriate District Manager, once every six (6) months, commencing with the signing of this Agreement.

## 11.08 UNION NOTICE BOARDS

The Company agrees to provide the Union with Notice Boards upon which the Union President or a Union delegate may post bulletins pertaining to Union

business, election of officers, social and recreational events. The Company will endeavour to place such bulletin boards in accessible locations i.e. staff rooms.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### 12.01 DEFINITION OF RECOGNITION OF A GRIEVANCE

- a) It is agreed that any grievance or dispute arising out of the interpretation, application, administration or alleged violation of the provisions of this Agreement including whether a matter is arbitrable, shall be promptly discussed with the parties hereto who shall diligently cooperate with each other in an effort to adjust such a grievance as quickly as possible.
- b) The Company and the Union agree that no person shall intimidate, coerce, impose any pecuniary or other penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence or otherwise assists in respect of the initiation or prosecution of a grievance or other proceeding under this Collective Agreement.

### 12.02 GRIEVANCE PROCEDURES STEPS

The agreed procedure for adjusting all grievances and disputes shall be as follows:

- Step 1: The grievance shall be discussed between the employee(s) and the Manager concerned within ten (10) calendar days from the date of the incident. The employee(s) may request to be accompanied by a Shop Steward (or, in the Shop Steward's absence, by another member of the Union). The Manager or Representative shall respond to the employee within five (5) days of such discussion.
- Step 2: In the event of failure to reach an agreement under the provisions of Step 1, the Shop Steward and/or Union Representative may, within ten (10) calendar days from the discussion in Step 1, discuss and attempt to settle such grievance with the Area Manager or their designated Representative. The Area Manager or their Representative shall respond to the Union within five (5) days of such discussion.
- Step 3: If an agreement is not reached under Step 2, the Union will, within seven (7) calendar days from the discussion in Step 2, will notify the Company's Labour Relations representative in writing of the nature of the grievance and a grievance hearing will be held within ten (10) calendar days from the date of receipt of the written grievance between the Company and the Union. The Labour Relations Representative shall respond to the Union within five (5) days of such discussion.

- Step 4: i) If an agreement is not reached under the provisions of Step 3 upon mutual agreement between the Union and the Company and at any time prior to the appointment of an Arbitration Board, or other body, Mr. Don Cott or another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) days of appointment the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Company.
- ii) The parties agree that they may meet in advance of any proceeding under this provision to define the issues to be decided.
- iii) The parties may agree that the recommendation rendered at this Step 4 will be binding on both parties.

b) Failure to Reach Agreement Under Step 3

In the event of failure to reach an agreement under Step 3, the grievance may then be submitted to a Board of Arbitration.

c) Employee's Pay Time Limit

Where an employee's pay is involved, the time limit in Step 1 will be thirty (30) calendar days and the time limits in Step 2 and Step 3 will not apply.

d) Lost Time

Where discipline to an employee involves lost time, any resultant grievance may proceed to Step 2 within the time constraints of Step 1 and Step 1 may be bypassed.

e) Access to Time Sheets/Pay Records

In the event of a grievance respecting an employee's pay, The President of the Union or the Union Representative shall, upon request to the Store Manager, have access to the time sheets. In the event that the matter is unresolved, the President of the Union or the Union Representative shall, upon request to the Company's Labour Relations Representative, have access to the pay records at Head Office.

f) Policy Grievances

The Union or the Employer may file policy grievances and such grievances shall be admitted at Step 3 of the grievance procedure.

- g) Technical Error or Omission

No technical error or omission will render a grievance inarbitrable.

#### 12.03 TIME LIMITS FOR ARBITRATION

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

#### 12.04 FAILURE TO AGREE ON SOLE ARBITRATOR

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

#### 12.05 AUTHORITY OF THE ARBITRATOR

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

#### 12.06 ARBITRATION PROCEDURE

- a) The parties may mutually agree that a three (3) person Board of Arbitration be appointed in place of a sole arbitrator. It shall be composed of one (1) representative appointed by the Company, and one (1) representative appointed by the Union, and the two (2) so appointed shall then select an impartial Chairperson.
- b) The decision of a majority of the Board shall be deemed to be the decision of the Board and shall be final and binding on both parties.
- c) All expenses incurred by the Chairperson shall be paid equally by the parties. Each party will pay its own costs, including those of its representatives.

#### 12.07 TIME LIMITS

It is understood that any of the time limits referred to in Article 12 Grievance Procedures may be extended by mutual agreement between the Representative of the Union and the Company's Labour Relations Representative.

#### 12.08 TIME OF DECISION

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

## 12.09 AUTHORIZATION OF ARBITRATOR

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

## **ARTICLE 13 CLASSIFICATIONS AND WAGE RATES**

### 13.01 WAGE SCHEDULE

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

### 13.02 RED CIRCLED

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

### 13.03 NEW JOB CLASSIFICATIONS

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

### 13.04 FAILURE TO AGREE

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

### 13.05 AUTHORITY OF ARBITRATION BOARD

It is specifically agreed that no Board of Arbitration shall have the authority to alter or modify the existing classifications or wage rates but it shall have the authority, subject to the provisions of this Agreement, to determine whether or not the new classification or wage rate has been set properly within the framework of the established classification and rate schedule.

### 13.06 RETROACTIVITY IF APPLICABLE

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

## **ARTICLE 14 JOB POSTING**

### 14.01 JOB POSTING

When a bona fide new classification is to be created or a job vacancy occurs, a suitable advance notice will be posted for not less than four (4) calendar days in the store affected.

### 14.02 SELECTION PROCESS

Qualifications, ability and seniority shall be the determining factors in selecting applicants. Seniority shall be the governing factor if there is more than one qualified applicant. In the event a qualified applicant is not available, a qualified employee may be transferred from another store.

### 14.03 TRIAL PERIOD

The successful applicant on a job vacancy shall be considered to be on a trial period for up to thirty (30) calendar days. Employees who fail to demonstrate their ability to perform the job shall be returned to their former position, without a loss of seniority.

### 14.04 JOB POSTING APPLICATIONS IF NOT AT WORK

Management will accept written applications in advance from employees for job openings referred to in Article 14.01 and 9.14 which may occur during an employee's annual vacation or Leave of Absence. Such applications will only be effective for the period of the annual vacation or Leave of Absence.

## **ARTICLE 15 OCCUPATIONAL HEALTH AND SAFETY**

### 15.01 HEALTH AND SAFETY RESPONSIBILITY

The Employer agrees that it is the responsibility of the Employer to make reasonable provisions for the Health and Safety of all employees during the hours of their employment and to provide proper training and instruction on safe work practices.

### 15.02 RESPONSIBILITY OF EMPLOYEES

In order to continue a cooperative interest in safety, employees must inform Management without delay of all injuries resulting from accidents occurring in the workplace.

All applicable Work Safe forms will be provided and completed by the store Manager and employee when required under the Act.

### 15.03 COMPANY/UNION CO OPERATION

The Union and the employees agree that employees share responsibility for their safety and health and agree to cooperate fully with the Employer on all matters of health and safety.

### 15.04 RIGHT TO ACCOMPANY AN INSPECTOR

The Shop Steward or Health and Safety Representative from the specific store may, subject to availability, accompany an inspector of the Workers' Compensation Board on an inspection tour.

### 15.05 ACCESS TO CERTAIN INFORMATION

The Shop Steward or Health and Safety Representative from the specific store shall have full access to reports and records relative to occupational health and safety which are in the possession of the Employer relating to stores covered by the certification of the Union.

### 15.06 HEALTH AND SAFETY LIAISON COMMITTEE

The Company and the Union agree to a Joint Health and Safety and Environmental Committee consisting of not more than three (3) employees selected by the Union and not more than three (3) Company Representatives who shall meet on a regular monthly basis. It is agreed that a primary function of this Committee is to review the minutes and efforts of the joint Committees. Minutes of these meetings shall be kept and copies posted on all bulletin boards with copies forwarded to the Company, the Union and the Workers' Compensation Board. The Company will provide information regarding recommendations not implemented prior to the next scheduled meeting of the Committee. It is understood that the Committee will also address those environmental matters which are applicable to the operation and/or which impact the health and safety of employees.

### 15.07 SAFETY INSPECTIONS

Upon request of the appropriate Area Manager, Union Representatives shall be granted access to the workplace for Health and Safety inspections, investigations and monitoring.

The authorized representative, if they intend on entering non-customer areas, shall be required to wear shoes meeting Company and governmental safety requirements.

### 15.08 NOTIFICATION OF NEW CHEMICALS

The Company will notify the Union by way of their Representative to the Joint Health and Safety Liaison Committee of new chemicals which are to be introduced at least thirty (30) days prior to their proposed introduction where practicable.

## 15.09 ACCIDENT AND NEAR MISS INSPECTIONS

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

A Union Committee member and an employer Committee member or either of their designates shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident.

Accident Investigation reports shall contain:

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

## 15.10 NO DISCIPLINARY FOR REFUSAL OF UNSAFE WORK

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they believe that it would be unsafe or unhealthy to themselves, an unborn child, a workmate or the public, the environment or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay, seniority or benefits during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused, until the matter is resolved or investigated by the Health and Safety Committee and/or the Workers' Compensation Board, and satisfactorily settled.

## 15.11 WHISTLEBLOWER PROTECTION

The parties agree that it is the responsibility of the employer and its employees to notify the appropriate authorities if there is a release of hazardous substances to the air, earth or water systems. No employee may be disciplined for performing his duty.

## 15.12 EMPLOYEE ASSISTANCE PROGRAM INFORMATION

The Company will keep posted, in a conspicuous location, information regarding the services offered by and contact information for the Employee Assistance Program.

## **ARTICLE 16 HUMAN RIGHTS**

### 16.01 HARASSMENT

The Company and the CAW are committed to providing a workplace free of discrimination and/or harassment of or abusive conduct towards an employee on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of that person or any other grounds as stated in the B.C. Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Filing a Complaint:

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor/Union Steward or designate.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Company Representative/Official or Union Representative/Official.

#### Investigation:

Upon receipt of a formal complaint, the Company or Union person contacted will immediately inform their Union or Company counterpart and, if feasible, together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Human Resource Manager and the Local Union Representative.

At the request of either the Human Resources Manager or the Local Union Representative, a formal investigation of the complaint will then begin, interviewing the alleged harasser, witness and other person's names in the complaint. If deemed appropriate by the Human Resources Manager or the Local Union Representative, the process will include a woman.

To the extent possible, all information will be kept confidential. It is recognized that the complaint, the name of the complainant, and other aspects of the investigation may be disclosed in the course of the investigation.

#### Resolution:

The Human Resources Manager or Local Union Representative will then complete a report on the findings of the investigation. The Human Resources Manager will, after consultation with the Local Union Representative, make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the third step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the third step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

The Local Union Representative and the Human Resources Manager are each responsible to secure their records.

All employees have the right to file a complaint with the BC Human Rights Commission to seek redress under the Human Rights Code.

## 16.02 SEXUAL HARASSMENT

Sexual harassment means any repeated and/or unwelcome words or actions made by a person who knows or ought to know it is unwelcome and includes but is not limited to the following:

- a) Unnecessary touching or patting
- b) Suggestive remarks or other verbal abuse
- c) Leering at a person's body
- d) Compromising invitations
- e) Demands for sexual favours
- f) Physical assault

## 16.03 COMPLAINT PROCEDURE

A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the Director of Human Resources or their designate and the President of the Local Union and deliver a copy to the alleged harasser.

## 16.04 INVESTIGATION

The Parties agree that in the event of a complaint of sexual harassment it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

## 16.05 RIGHT OF ARBITRATOR

An Arbitrator or Arbitration Board hearing a complaint or grievance under this article shall have the authority to:

- a) Dismiss the grievance or complaint;
- b) Determine the appropriate discipline up to and including dismissal;
- c) Decide that the alleged harasser be transferred, demoted or decide to impose other terms or conditions necessary to provide final and conclusive settlement of the grievance;
- d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect.

## 16.06 TRANSFER OF HARASSER

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

## 16.07 HUMAN RIGHTS COMPLAINT

Nothing in this article shall be considered to negate the right of an employee to seek compensation through civil action or other legal means for any damages arising from a bona fide complaint of sexual harassment, including but not limited to hearing a Human Rights Complaint.

## **ARTICLE 17 DURATION OF AGREEMENT**

### 17.01 DURATION

This Agreement shall be effective from July 1, 2007 until midnight of the 30th day of June 30, 2010, and thereafter from year to year subject to the right of either party to give written notice to the other party, to commence collective bargaining. In either case, time limits must be in accordance with the relevant Provincial Statute, and this Agreement shall remain in force during negotiations for its renewal or amendment.

### 17.02 LABOUR RELATIONS CODE SECTION 50(2), (3) EXCLUDED

It is mutually agreed that the operation of Section 50(2), (3) of the Labour Relations Code of British Columbia is specifically excluded from this Agreement.

### 17.03 NO STRIKES AND NO LOCKOUTS

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

### 17.04 FULL FORCE AND EFFECT

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect as neither party shall make any change in the terms 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 term or condition of employment) until:

- a) the Union goes on strike; or
- b) the Employer shall lockout its employees; or
- c) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement,

whichever is the earliest.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

FOR THE COMPANY

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Hayra Houlihan

---

Paul Day

---

Randy Kalar

---

Anjie Verma

FOR THE UNION

---

Susan Spratt

---

Elaine Gardner

---

Margo Jarman

---

Jocelyn Gonzales

---

Bobbie Yalowica

## APPENDIX "A"

### WAGES

Effective July 1, 2007 – June 30, 2008 – 2.5% Retroactive

	Start Rate	After 500 hrs. or 7 months	After 2 years	After 3 years	After 5 years
Shift Supervisor	\$10.40	\$11.82	\$12.16	\$12.38	\$12.53
Host/Hostess	\$ 9.90	\$11.34	\$11.66	\$11.91	\$12.06
Food Service Worker	\$ 9.79	\$11.28	\$11.61	\$11.85	\$12.00
Customer Service Worker 1	\$ 9.68	\$11.00	\$11.34	\$11.56	\$11.71
Customer Service Worker 2	\$ 9.50				
Janitor	\$10.42	\$11.85	\$12.21	\$12.42	\$12.57
Taco Bell	\$ 8.90	\$ 9.41	\$ 9.93	\$10.45	\$10.61

Year 2 – July 1, 2008 – June 30, 2009 – 2.5%

	Start Rate	After 500 hrs. or 7 months	After 2 years	After 3 years	After 5 years
Shift Supervisor	\$10.66	\$12.11	\$12.46	\$12.69	\$12.84
Host/Hostess	\$10.15	\$11.62	\$11.95	\$12.20	\$12.36
Food Service Worker	\$10.03	\$11.56	\$11.90	\$12.15	\$12.30
Customer Service Worker 1	\$ 9.92	\$11.27	\$11.62	\$11.85	\$12.00
Customer Service Worker 2	\$ 9.74				
Janitor	\$10.68	\$12.15	\$12.52	\$12.73	\$12.88
Taco Bell	\$9.12	\$ 9.64	\$10.18	\$10.71	\$10.86

Year 3 – July 1, 2009 – June 30, 2010 – 2.5%

	Start Rate	After 500 hrs. or 7 months	After 2 years	After 3 years	After 5 years
Shift Supervisor	\$10.93	\$12.41	\$12.77	\$13.01	\$13.16
Host/Hostess	\$10.40	\$11.91	\$12.25	\$12.50	\$12.67
Food Service Worker	\$10.28	\$11.85	\$12.20	\$12.45	\$12.60
Customer Service Worker 1	\$10.17	\$11.55	\$11.91	\$12.15	\$12.30
Customer Service Worker 2	\$ 9.98				
Janitor	\$10.95	\$12.45	\$12.83	\$13.05	\$13.20
Taco Bell	\$ 9.35	\$ 9.88	\$10.43	\$10.98	\$11.13

## **APPENDIX "B"**

### EMPLOYEE BENEFIT PLANS

#### **I. INTRODUCTION**

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

1. All employees must hold a valid Social Insurance Number to participate in any of the K.F.C. group benefit plans.
2. The negotiated cost sharing percent for all benefit plans will not be changed during the life of this Collective Agreement, however, when a premium cost is increased by the carrier of any of the benefit plans, the increased costs will be apportioned to both the Company and the employee in accordance with the percentage of cost sharing.
3. Payment of benefits during a Leave of Absence shall be as follows:
  - a) prepayment must be arranged prior to the employee's leave of absence;
  - b) Premium payment for the employee portion of benefits to be made monthly by post dated cheque payable to the Company.

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

Note: Group insurance coverage may only be maintained for Leave of Absences pertaining to illness or injury, and Waiver of Premium notices must be applied for in absences in excess of fifteen (15) weeks.

#### **Designation of a Beneficiary**

4. Employees must designate a beneficiary when enrolling in the following plans:
  - a) Basic and Optional Life Insurance;
  - b) Retirement Plan The beneficiary may be the employee's estate or any person (or persons) chosen by the employee to receive the plan benefits after their death.

Note: Minor children are not acceptable as beneficiaries.

An employee may change their designated beneficiary at any time by completing a form available from the Regional Office.

## II. HOSPITAL MEDICAL PLAN

The Extended Health Benefit Plan is integrated with the Medical Services Plan of British Columbia.

Employees are required to complete the necessary enrolment forms within thirty one (31) days of first becoming eligible. Failure to apply within the thirty one (31) days may cause a penalty of two (2) months additional waiting period for coverage in accordance with the Provincial rules for eligibility. Please note that transfers from other Medical Services Plan coverage within thirty (30) days of cancellation is excluded from the employment penalty clause.

### 1. Medical Services Plan of British Columbia

#### Eligibility

First day of the month following employment.

#### Exceptions

- a) New Residents: From another province are eligible for coverage after a statutory waiting period of the remainder of the month of arrival plus two (2) months.
- b) Landed Immigrants: Entering Canada are also eligible for coverage after a statutory waiting period of the remainder of the month of arrival plus two (2) months, however, they must provide proof of their Landed Immigrant status a form IMM 1000 is to be submitted with the medical application.

#### Employee Contributions

To be 33 1/3% of the premium cost.

#### Benefits

- a) This plan pays for medical, surgical and obstetrical services in the home, office, hospital or institution. It also covers the following services:
  - services of a physician or surgeon, administration of anaesthetics;
  - diagnostic x ray and laboratory services when ordered by a physician and performed under the direction of a physician in an approved laboratory or radiological facility;
  - dental or oral surgery only when medically required to be performed in a hospital;
  - Chiropractic/Naturopathic/Physiotherapy limited to twelve (12) treatments per year per patient under sixty five (65) and fifteen (15) treatments per year per patient sixty five (65) years of age and over;

- Orthodontic service in the care of a cleft lip, cleft palate, or other severe congenital facial abnormality when performed by a dental surgeon on an insured person twenty (20) years of age or younger;
  - Optometrist required diagnostic services are approved. The plan does not pay for fitting or cost of lenses;
  - Orthoptic limited to fifty dollars (\$50.00) per patient in any one (1) year when referred by a medical practitioner;
  - Orthotics are limited to fifty dollars (\$50.00) per patient in any one (1) year when referred by a medical practitioner and effective January 1, 2008, the limit will be increased to two hundred dollars (\$200.00) every two (2) years;
  - Podiatry is limited to one hundred dollars (\$100.00) per patient in any one (1) year unless referred by a medical practitioner.
- b) British Columbia Universal Pharmacare  
This plan covers participants in the Medical Services Plan (M.S.P.). It provides eighty percent (80%) refund on all prescription drug expenses in excess of three hundred twenty five dollars (\$325.00) annually\* (per person or family unit). It also provides coverage of eighty percent (80%) refund for all prosthetic devices and ostomy supplies in excess of the three hundred twenty five dollars (\$325.00) deductible. Diabetic insulin and needles are also eligible expenses.

\* Subject to provincial legislation

Dependents

Spouse - Common law status and same sex status accepted. Includes any unmarried children supported by the employee, up to age eighteen (18) or to age twenty four (24) if attending school full time.

**2. Extended Health Benefits**

Eligibility

First day of the month following employment. Participation to be in accordance with the terms of eligibility for the Medical Services Plan of British Columbia (M.S.P.).

Employee Contributions

To be 33 1/3% of the premium cost.

Benefits

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

## Eligible Expenses

- Drugs and medicines when properly prescribed by a physician or surgeon; treatment by a licensed Chiropractor or Naturopath maximum claimable amount of two hundred dollars (\$200.00) per person up to a maximum of five hundred dollars (\$500.00) per family, per calendar year, x rays excluded; treatment by a licensed Physiotherapist when ordered by the attending physician. Payment is based on the Schedule of Fees approved by the Board of Directors of M.S.A.;
- treatment by a licensed Podiatrist x rays and appliances excluded;
- fees of private duty registered nurses when ordered by an attending physician to a maximum of ten thousand dollars (\$10,000) every six (6) months;
- charges for oxygen, blood and blood plasma;
- charges for crutches, casts, splints, trusses, braces and permanent prosthetic appliances when ordered by the attending physician;
- orthopaedic shoes when prescribed by an Orthopaedic Surgeon for the proper management of congenital or post traumatic foot problems; charges for a wheelchair, hospital bed, iron lung or necessary equipment when ordered by the attending physician; hearing aids for dependent children under sixteen (16) years of age when prescribed by the attending specialist. The maximum claimable benefit during a five (5) year period shall not exceed three hundred dollars (\$300.00) per child; ambulance service in the event of an emergency; dental treatments, above those covered by M.S.P., resulting from an injury or accident. Treatment must be performed within fifty two (52) weeks of the accident;
- the difference between standard ward and semi private or private accommodation,
- out patient services not available under M.S.P.; hospital accommodation and physicians' services outside of B.C. above the costs paid by M. S. P. to a maximum of six (6) weeks;
- vision care expenses including the cost of prescription eyeglasses, including frames and contact lenses, to a maximum of one hundred and fifty dollars (\$150.00) per person and effective January 1, 2008, eye exam in any twenty four (24) month calendar.

## Dependents

### Include;

- The spouse and children age twenty one (21) or under, unmarried and dependent on the employee for support.
- Spouse, common law status accepted and same sex partners accepted.
- Unmarried children in full time attendance at a recognized educational institute
- Unmarried mentally or physically handicapped children mainly dependent on and living with the employee or spouse.

### III. DENTAL PLAN

#### Eligibility

First day of the month following six (6) months Company service and working twenty (20) hours or more per week on a continuous basis.

Note: If the employee does not enrol when first eligible, they may enrol by December 1st of any year, and coverage will take effect the following January 1st provided they satisfy any late application requirements of the insurance carrier.

#### Employee Contributions

To be 33 1/3% of the premium cost.

#### Benefits

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

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

Plan "B" prosthetic appliances and crown and bridge procedures. Eligible expenses reimbursed up to fifty percent (50%) of the current British Columbia Dental Fee Guide for the following services;

8. Crowns and bridges (not more than once every five (5) years for same teeth).
9. Onlays and/or inlays involved in bridge work (not more often than once every five (5) years).

10. Partial dentures (not more than once every five (5) years).
11. Complete upper and lower dentures (not more often than once every five (5) years).
12. All items, apart from items 1 and 2, require pre authorization of the insurance carrier.

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

Definition of Dependents

1. Spouse, common law and same sex status accepted.
2. Unmarried children to age twenty one (21) residing in British Columbia.

**IV. GROUP INSURANCE PLANS**

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

Eligibility

- First day of the month following six (6) months Company service and working twenty (20) hours or more per week on a continuous basis.
- Enrolment must be completed within thirty one (31) days of being eligible. If the employee seeks to apply after the thirty one (31) day period, they must satisfy any late application requirements of the insurance carrier.
- If the employee opts out of coverage, and seeks to re apply, they must satisfy any late application requirements of the insurance carrier and upon such satisfaction, coverage will commence the following January 1st.

Employee Contributions

To be 33 1/3% of the premium cost (except optional life where the premium costs are paid one hundred percent (100%) by the employee).

**(a) Life Insurance**

1. Basic Life Insurance
  - Thirty thousand dollars (\$30,000.00 );
  - This amount will be paid to the beneficiary in the event of death from any cause.
2. Optional life Insurance
  - Employee has the option to purchase an additional twenty five thousand dollars (\$25,000.00) of group life insurance.

The premium is determined by the employee's age, and is totally employee paid. Enrolment is subject to acceptable medical evidence, if required.

**(b) Accidental Death and Dismemberment Insurance**

Amount of Insurance

- Principal amount is thirty thousand dollars (\$30,000); this amount will be paid to the beneficiary if death results from an accident. This amount will be paid to the employee for the accidental loss of two (2) limbs or two (2) eyes. A lesser amount is payable for the accidental loss of one (1) eye or one (1) limb. Effective July 1, 2009, this amount will be increased to forty thousand dollars (\$40,000).

**(c) Weekly Indemnity Plan**

Benefit Level

- Seventy five Percent (75%) of average weekly earnings, maximum benefit to the E.I. maximum benefit per week.
- Benefits begin on the first day of disability due to injury, the first day of hospitalization, or the third day of disability due to sickness.

Note: Employees shall have their average weekly hours paid at the current rate of pay at the time of the application for weekly indemnity. Should the rate of pay increase during a period of disability the benefit payment will be raised accordingly.

- Weekly Indemnity benefits will be paid for a maximum of twenty six (26) weeks for each period of disability if an employee received the maximum twenty six (26) week benefit and is absent again, they must have returned to work for at least a two (2) week period before a new claim will be considered;
- Benefits are not payable for pregnancy or injury covered by Workers' Compensation.
- If illness is certified by a paramedical practitioner, the employee must be referred by a licensed physician.

**V. REGISTERED RETIREMENT SAVINGS PLAN (R.R.S.P.)**

Eligibility

Upon three (3) years continuous Company service and submitting a completed enrollment form.

Employee Contribution

Subject to government legislated yearly maximum and contribution limits.

### Company Contributions

Effective July 1, 1998: fifteen cents (\$ .15) per hour for all hours worked.

Effective July 1, 2001:

- (A) for those employees who have eight (8) years or more of continuous Company service, the Company contribution will be twenty cents (\$.20) per hour for all hours worked from the effective date;
- (B) for those employees who have ten (10) years or more of continuous Company service, the Company contribution will be twenty five cents (\$.25) per hour for all hours worked from the effective date; and
- (C) for those employees who have fifteen (15) years or more of continuous Company service, the Company contribution will be thirty cents (\$.30) per hour for all hours worked from the effective date.

NOTE: Benefits will continue until retirement except for Weekly Indemnity.

## **APPENDIX "C"**

### **DEFINITIONS**

#### **EMERGENCY**

An Emergency will be defined as a condition where immediate action is necessary to prevent spoilage or loss of product or danger to persons or property which is outside the control or direction of the Company.

#### **SENIORITY**

An employee's seniority shall date from the date the employee commenced work in the bargaining unit.

#### **CLASSIFICATION SENIORITY**

An employee's classification seniority shall date from the date the employee commenced work in the bargaining unit.

#### **COMPANY SERVICE**

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

#### **WORK WEEK**

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

#### **WEEKLY WORK SCHEDULE**

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

#### **SHIFT**

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

#### **SIXTH & SEVENTH SHIFTS**

If scheduled for five (5) shifts in a pay week, the scheduled days off are considered as the sixth and seventh shifts.

#### **HARASSMENT**

Means any conduct relating to sex, race, colour, national origin, religion, age, disability and demeaning and abusive behaviour of which an employee feels offensive. (See 16.01.)

## **APPENDIX "D"**

### **ABBREVIATIONS ON WORK SCHEDULE**

OT	Overtime at time and one half
D	Day
DT	Overtime at Double time
RC	Rate change
CI	Call in
V	Vacations
LOA	Leave of Absence
WCB	Workers' Compensation
RDO	Requested Day Off
LA	Laundry Allowance
SICK	Sickness
SW	Switched Shift
BL	Bereavement Leave
SS	Split Shift
MP	Missed Pay
RP	Retroactive Pay
N	Night

### **STATUTORY HOLIDAYS**

NY	New Year's Day
VD	Victoria Day
GF	Good Friday
BC	British Columbia Day
CD	Canada Day
TG	Thanksgiving Day
LD	Labour Day
XD	Christmas Day
RD	Remembrance Day
EM	Easter Monday
BD	Boxing Day

### **CLASSIFICATIONS**

SS	Shift Supervisor
SH	Sales Host/Hostess
FSW	Food Service Worker
CSW	Customer Service Worker
J	Janitor

## **APPENDIX "E"**

It is agreed as follows:

1. Both the Company and the Union wish to maintain an avenue for development and promotion open to all hourly paid employees.
2.
  - a) In the absence of Management, one (1) employee, if qualified, will be temporarily assigned Shift Supervisor to be in charge of the store, subject to Article 10.11.
  - b) In the absence of Management for more than two (2) continuous work weeks, one (1) employee so assigned, or classified, as Shift Supervisor will be paid an additional one dollar and seventy five cents (\$1.75) per hour over the regular hourly rate for Shift Supervisor for all hours so occupied during this period.
3. When so assigned, such employee will retain their regular classification but will receive the above higher rate and be subject to all the provisions of the Collective Agreement.
4. An employee so assigned will receive sufficient information and advice regarding their responsibility, and will not have the authority to hire, fire, suspend or otherwise discipline any other employee.
5. The Manager will identify the employee so assigned on the work schedule.

**LETTER OF UNDERSTANDING #1**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

RE: ARTICLE 5.15 AND 5.16 OF THE COLLECTIVE AGREEMENT PAYMENT OF WAGES

In the event an employee does not receive his/her break entitlement, this letter establishes the proper method for payment of such missed breaks. Articles 5.15 and 5.16 of the Collective Agreement provide for rest and/or meal periods for employees.

Shifts	Breaks Taken	All Breaks Taken	1x30 Unpaid Not Taken	1x15 Paid Not Taken	1x15 1x30 Not Taken	2x15 Paid Not Taken	2x15 1x30 Not Taken
(Hrs.)	(Hrs.)	(Hrs.)	(Hrs.)	(Hrs.)	(Hrs.)	(Hrs.)	((Hrs.)
4	1x15	4	0	4.25	0	0	0
4.5	1x15	4.5	0	4.75	0	0	0
5	1x15	5	0	5.25	0	0	0
5.5	1x15 & 1x30	5	5.5	5.25	5.75	0	0
6	1x15 & 1x30	5.5	6	5.75	6.25	0	0
6.5	1x15 & 1x30	6	6.5	6.25	6.75	0	0
7	2x15 & 1x30	6.5	7	6.75	7.25	7	7.5
7.5	2x15 & 1x30	7	7.5	7.25	7.75	7.5	8
8	2x15 & 1x30	7.5	8	7.75	8.25	8	8.5
8.5	2x15 & 1x30	8	8	8.25	8.25	8.5	8.5
			Reg.		Reg.		Reg.
			1/2 OT		1/2 OT		1/2 OT

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

\_\_\_\_\_  
Hayra Houlihan

\_\_\_\_\_  
Paul Day

\_\_\_\_\_  
Randy Kalar

\_\_\_\_\_  
Anjie Verma

FOR THE UNION

\_\_\_\_\_  
Susan Spratt

\_\_\_\_\_  
Elaine Gardner

\_\_\_\_\_  
Margo Jarman

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Jocelyn Gonzales

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Bobbie Yalowica

**LETTER OF UNDERSTANDING #2**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

RE: ARTICLE 10.09 AND 10.10 OF THE AGREEMENT

It is understood that Article 10.09 and 10.10 shall be interpreted in accordance with the spirit and intent set out below:

The Company and the Union recognize that the restaurant business cycle fluctuates, and consequently that specific scheduling requirements will fluctuate to reflect this reality. The Company agrees that senior employees have an implicit right to obtain more hours through the work week than junior employees; this is a basic tenet of the employer employee relationship. Therefore to the greatest extent possible, senior employees are entitled to be scheduled to the maximum available straight time shifts through the work week consistent with the provisions of Article 5 (Days and Hours of Work and Overtime).

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

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

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

Where an employee is refused a requested day off (RDO), the employee may not change their availability for the same date refused for the RDO.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

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Hayra Houlihan

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Paul Day

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Randy Kalar

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Anjie Verma

FOR THE UNION

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Susan Spratt

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Elaine Gardner

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Margo Jarman

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Jocelyn Gonzales

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Bobbie Yalowica

**LETTER OF UNDERSTANDING #3**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

**RE: ARTICLE 13.01 AND APPENDIX "A"**

- a) Employees hired after date of ratification who limit their availability for shifts upon hiring will be hired into the Customer Service 2 rate of pay. At five hundred (500) hours or seven (7) months, whichever comes first, the Customer Service 2 employee will be promoted to the classification and paid the job rate where they have accrued the majority of their shifts and hours. All other employees who are hired and indicate unlimited availability for shifts up to and including forty (40) hours per week will be hired into the higher classification.
- b) Customer Service 2 employees who lift their limited availability within thirty (30) days of hiring shall be increased to the appropriate rate of pay in their classification.
- c) Classified employees who limit their availability within four (4) months of hiring shall have their classification "red circled" but will be paid the Customer Service 2 rate.
- d) Employees not at job rate who do not limit their availability to work shifts from Monday Friday between the hours of 10:00 a.m. and 4:00 p.m. will be paid a premium of thirty cents (\$.30) per hour for all hours worked between those hours.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

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Hayra Houlihan

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Paul Day

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Randy Kalar

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Anjie Verma

FOR THE UNION

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Susan Spratt

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Elaine Gardner

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Margo Jarman

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Jocelyn Gonzales

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Bobbie Yalowica

**LETTER OF UNDERSTANDING #4**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

**RE: MANAGERS DOING BARGAINING UNIT WORK**

The Company agrees no employee will be laid off due to the placement of an Assistant Manager in their store. The Company agrees to maintain the current individual employee's weekly hours averaged over the previous twelve (12) months for a period of six (6) months upon placement of an Assistant Manager in a store where there has not been an Assistant Manager for a period of three (3) consecutive months. Employees who restrict their availability will receive the lesser of their weekly hours averaged over the previous twelve (12) months and their current schedule.

The Company agrees that the maximum number of stores having Assistant Managers will be twenty (20) for the life of the Collective Agreement.

The Company agrees that no employee shall suffer a loss of hours due to Managers changing their days off. In addition, employees who have been scheduled straight days or nights for a period of six (6) consecutive months shall have their hours maintained on straight days or nights (unless otherwise agreed ) in the event Managers change days off or upon placement of an Assistant Manager in their store.

The current practice of Managers and Assistant Managers scheduled to work on the floor will continue in the existing stores and newly opened stores. It is recognized that due to emergent situations, Managers and/or Assistant Managers may have to work on the floor more than they normally do. However it is also recognized that this will only happen in exceptional circumstances. It is not the Company's intent to erode the bargaining unit.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

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Hayra Houlihan

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Paul Day

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Randy Kalar

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Anjie Verma

FOR THE UNION

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Susan Spratt

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Elaine Gardner

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Margo Jarman

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Jocelyn Gonzales

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Bobbie Yalowica

**LETTER OF UNDERSTANDING #5**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

RE: CONTRACTING OUT

The Company agrees not to contract out janitor work currently performed by employees for the life of the Collective Agreement except where a qualified employee within the specific store is not available for the shifts and hours required.

This Letter of Understanding is effective upon ratification.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

FOR THE UNION

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Hayra Houlihan

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Susan Spratt

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Paul Day

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Bobbie Yalowica

**LETTER OF UNDERSTANDING #6**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

RE: PRINTING COSTS

- a) The cost of printing copies of this Collective Agreement will be borne equally by the parties.
- b) The number of agreements to be printed in any press run and the proof of the Collective Agreement shall be mutually agreed prior to said printing.
- c) The Company shall be provided with sufficient copies for management employees.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

FOR THE UNION

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Hayra Houlihan

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Susan Spratt

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Bobbie Yalowica

**LETTER OF UNDERSTANDING #7**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

RE: BENEFITS

The Company agrees to advise the Union of changes in premiums (surplus refund and/or increase). The Company and the Union will meet annually to discuss premiums and administration.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

FOR THE UNION

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Hayra Houlihan

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Paul Day

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Bobbie Yalowica

**LETTER OF UNDERSTANDING #8**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

RE: MAINTENANCE NEEDS LIST

The Company will post a Maintenance Needs tracking form to list specific equipment concerns that employees may have. In case of an issue that could cause a health and safety risk, the employee will also immediately bring this issue to the attention of management.

The employee will date and sign any related concerns that they note on this list. Management will review the form weekly and indicate if or when action is anticipated. The Local Health and Safety Committee will review these concerns as part of its monthly meeting agenda.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

FOR THE UNION

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Hayra Houlihan

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Jocelyn Gonzales

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Bobbie Yalowica

**LETTER OF UNDERSTANDING #9**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

RE: SWEATERS

The Company shall provide Customer Service Workers with sweaters upon request, to be worn at work. The Company will replace sweaters when they are worn or damaged.

Employees are expected to take reasonable steps to prevent damage to uniforms or other apparel issued by the Company.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

FOR THE UNION

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Hayra Houlihan

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Susan Spratt

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Paul Day

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Anjie Verma

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Jocelyn Gonzales

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Bobbie Yalowica

## **LETTER OF UNDERSTANDING #10**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

1. Notwithstanding the provisions of Articles 5.02, 5.03, 5.05, 5.06, 5.10, 5.11, and Letter of Understanding #2, the parties agree:
  - b) That in an attempt to provide employees the opportunity to maximize their hours, employees may voluntarily opt to pick up, a maximum of six (6) shifts at straight time, provided they do not exceed forty (40) hours within one week;
  - c) Employees must indicate, on the posted call in availability sheet, prior to the posting of the schedule, their request to be offered a sixth (6<sup>th</sup>) shift, when available;
  - d) In addition, employees scheduled less than forty (40) hours per week may indicate on the call in availability list provided for this purpose their interest in picking up additional straight time shifts and hours including a sixth (6<sup>th</sup>) shift, provided doing so does not place them in an over forty (40) hour position;
  - e) Sixth (6<sup>th</sup>) shifts must be offered in order of seniority to those who have indicated their interest in working sixth (6<sup>th</sup>) shifts on the call in availability sheet.
2. The schedule will be created in ink and changes will be reflected in alternate coloured ink and will be initialled by the person making such change.
3. This Letter of Understanding will be effective three (3) months from the date of ratification.
4. This Letter of Understanding will remain in force for the life of this agreement unless:
  - a) After one (1) year of the existence and before fourteen (14) months of the existence of these provisions, the Union notifies the Company that it has objective reasons to show that the system is not working reasonably in the restaurants.

b) The Company and the Union will monitor, discuss and reflect in the minutes, the compliance of this Letter of Understanding at each Company/Union liaison meeting.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

\_\_\_\_\_  
Hayra Houlihan

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Paul Day

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Randy Kalar

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Anjie Verma

FOR THE UNION

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Bobbie Yalowica

**LETTER OF UNDERSTANDING #11**

**Between**

**KIT INC. (KFC-BC)**

**And**

**CAW LOCAL 3000**

The Union and the Company discussed the issue of concern regarding “absenteeism levels with employees”. The Union and Company will work together jointly on absenteeism issues and procedures.

Signed at Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE COMPANY

FOR THE UNION

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Hayra Houlihan

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