

Collective Labour Agreement

between

**Chimo Developments Inc.
Dairy Queen Brazier**

And

CAW  TCA

CANADA

Local 2306

Effective May 13, 2009 – Expires May 12, 2012

COLLECTIVE AGREEMENT

Between:

Chimo Developments Inc.
Carrying on business at the
DAIRY QUEEN BRAZIER
FAST FOOD STORE
329 City Centre,
Kitimat, B.C.

Hereinafter referred to as the
"Employer or Company."

And:

Canadian Auto Workers Local 2306
235 Enterprise Avenue
Kitimat, B.C.

Hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

- 1.01 The employer recognizes the Union as the sole collective bargaining agency for its employees at 329 City Centre, Kitimat, B. C. except management personnel and those excluded by the Labour Relations Code of British Columbia.
- 1.02 There shall be no discrimination against any employee for lawful Union activities.
- 1.03 Representatives of the Union shall have reasonable access to the employees for lawful transaction of Union business at reasonable times and after notifying the manager.
- 1.04 The Union agrees that management has the right to plan, direct and control operations. The direction of the work force is the right and function of the employer. Management agrees that the exercise of its right under this clause does not relieve it of any of its obligations arising out of any other provisions of this Agreement or limit the rights of the employees arising out of any other provisions of this Agreement.

ARTICLE 2 - HOURS OF WORK

- 2.01 The store is normally open seven days a week, with the workweek being Monday through Sunday.

The normal workday will be between:
7:00 a.m. - 11:00 p.m. (winter)
7:00 a.m. - 12:00 p.m. (summer)
- 2.02 (a) The Company shall insure that each employee is given a 15-minute coffee break for every 2 ½ hours worked.
- 2.02 (b) Any worker working in excess of five (5) hours and ten (10) minutes, but less than seven (7) hours, shall be entitled to a coffee break of 20 minutes (fifteen minutes for the first break and twenty minutes for the second break).
- 2.02 (c) Employees working an eight (8) hour shift will receive two (2) fifteen minute coffee breaks and ½ hour unpaid lunch break. Any employee requesting a one (1) hour lunch break will not be unreasonably denied.

- 2.03 Those employees working a shift longer than eight (8) hours shall be entitled to a meal allowance of up to a maximum of nine dollars (\$9.00).
- 2.04 (a) Employees who report for their regularly scheduled shift will be guaranteed a minimum of four hours at their regular rate of pay.
- 2.04 (b) Employees reporting to work and who have commenced work will be paid a minimum of four (4) hours pay at their regular rate of pay unless the work is suspended because of some reason completely beyond the employer's control. Then they must be paid a minimum of two (2) hours pay at their regular rate.
- 2.04 (c) Employees must be given 24 hours notice of shift change or cancellation of any scheduled shift or receive two hours pay.
- 2.05 Employees shall be paid their straight time hourly wage rate for all hours worked. Any employee who works more than an eight-hour (8) day shall be paid at the overtime rate of one-and-one-half times per the normal rate.

ARTICLE 3 - RATES OF PAY

3.01 Wages will be paid as per the following schedules:

| | <u>May '09</u> | <u>May '10</u> | <u>May '11</u> |
|-------------|----------------|----------------|----------------|
| Start | 8.75 | 9.00 | 9.25 |
| 500hr/7mos. | 9.25 | 9.45 | 9.60 |
| 2 years | 9.75 | 10.00 | 10.25 |
| 3 years | 10.45 | 10.66 | 10.87 |
| 5 years | 10.75 | 10.97 | 11.19 |

Employees under the age of 18 who have less than 500 hours of work experience will start at a wage rate of \$8.00 per hour. In no such case will such an employee receive the \$8.00 rate for a period longer than 3 months.

- 3.01 (b) The starting rate in 3.01 (1) shall not be less than the minimum hourly wage as stipulated by either the British Columbia Provincial Government or the Federal Government. In the event an adjustment is necessary due to this clause, other wage steps will rise in equal increments.

ARTICLE 4 - SENIORITY

- 4.01 Seniority, for the purposes of this Agreement shall be defined as length of continuous service with the Company.
- 4.02 An employee will be considered probationary for the first three months of service. After three (3) months of service with the Company, his/her seniority shall date back to the day on which employment began.
- 4.03 An employee shall accumulate seniority in the following circumstances:
- (a) when actually at work for the Company,
 - (b) when absent from work due to layoff, seniority will continue to accumulate for a period of six (6) months only,
 - (c) when absent on vacation or paid holidays provided for in this Agreement and,
 - (d) when absent from work due to approved leaves of absence (up to a maximum of six (6) months).
- 4.04 (a) The employer will, to the best of its ability, offer and schedule employees based on seniority shifts first. The opportunity to work a minimum scheduled 30 hours of work each week, October 1st to March 31st of each year and the opportunity to work a minimum scheduled 35 hours each week from April 1st to September 30th of each year unless inclement weather, declining sales or an emergency makes work unavailable. The bargaining unit employee representative will from time-to-time supply a seniority list to management in writing. If management notes a correction, the representative will initial the correction. Management shall then offer shifts in order of the seniority list agreed upon.
- 4.04 (b) Any unscheduled hours of work available to the bargaining unit will first be offered on a seniority basis to staff who have not reached a 30 hour work week in the time period of October 1st to March 31st of each year or a 35-hour work week in the time period of April 1st to September 30th of each year. If an offer to work is declined, the Company will then approach the next senior staff member until the base hours are filled. It is recognized that senior staff may decline

work in favour of students who would normally be available evenings, weekends and statutory holidays.

- 4.04 (c) Where possible, the employer will schedule an employees hours in five (5) days.
- 4.04 (d) Starting with the most senior employees, two (2) consecutive days off will be given each workweek whenever possible.
- 4.04 (e) The employer may utilize split shifts to facilitate the scheduling requirements for employees hours, but only if a minimum of six (6) hours work is scheduled.

ARTICLE 5 - STATUTORY HOLIDAYS

- 5.01 The following days and any other days declared as holidays by the Federal or British Columbia Governments shall be paid statutory holidays:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| BC Day | Boxing Day |

- 5.02 All employees are entitled to holiday pay if they have received pay for at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday and have been employed for at least thirty (30) days with the Company. Employees who are on approved leave of absences when a statutory holiday occurs as defined in the contract will not be eligible for statutory holiday pay.
- 5.03 (a) When a statutory holiday falls upon a working day for an employee, the rate of pay shall be one-and-one-half times their normal wages.
- 5.03 (b) Scheduling as to who works the statutory holidays will be done on a rotating basis starting with the most senior employee and rotating throughout the crew until everyone has had the opportunity to work or not to work the statutory holiday if they so choose.
- 5.04 Should any statutory holiday occur during an employee's vacation period, payment for such holiday shall be calculated as per the formula in Article 5.03. The base period for this calculation will be

the two-week period prior to the vacation being taken. In addition to the pay, an employee may choose an extra day of vacation either the working day preceding or day following the vacation period.

ARTICLE 6 - ANNUAL VACATIONS

6.01 An employee shall be granted a vacation and receive vacation pay as follows:

| <u>Company Service</u> | <u>Length of Vacation</u> | <u>Vacation Pay</u> |
|------------------------|---------------------------|---------------------|
| 1 year | 2 weeks | 4% of wages |
| 2 years | 2 weeks | 4% of wages |
| 3 years | 2 weeks | 5% of wages |
| 4 years | 3 weeks | 5% of wages |
| 5 years | 3 weeks | 6% of wages |
| 6 years | 4 weeks | 6% of wages |
| 8 years | 4 weeks | 8% of wages |
| 10 years | 5 weeks | 8% of wages |
| 12 years | 6 weeks | 8% of wages |

6.02 (a) Vacation pay will be paid in one lump sum at least seven (7) days prior to commencement of the vacation if the holiday has been agreed upon 30 days prior to the start date of the vacation. In cases where vacations are not pre-scheduled, the Company shall pay the sum on the regular pay dates, which fall on the 7th and the 22nd day of the month.

* Note - Present practice of paying out accumulated vacation pay will be terminated with the signing of this new agreement.

6.02 (b) Employees may request vacations to be taken in periods of a day or more, however the employer shall not require the employee to take vacations in periods of less than one weeks duration.

ARTICLE 7 - LEAVE OF ABSENCES

Bereavement Leave

7.01 (a) A regular employee will be granted three (3) days off without loss of pay in the event of death of a member of his/her immediate family.

- 7.01 (b) "Immediate Family" shall be understood to include the employees mother, father, son, daughter, sister, brother, spouse/common law spouse, father-in-law, mother-in-law or grandparents.

Jury & Witness Duty

- 7.02 An employee summoned to jury duty or as a witness shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the employer with such statements of earnings as the courts may supply.

Union Leave

- 7.03 An employee shall be allowed reasonable opportunity to attend Union meetings, conventions and negotiations sessions. Such leave shall be applied for in advance by the Union office in a manner that will keep disruptions of the store operations to a minimum.

Maternity and Parental Leave

- 7.04 Maternity and Parental leave shall not exceed 13 months and such leave shall be provided to an eligible employee as per the provisions outlined in the *Employment Standards Act* of British Columbia.
- 7.05 (a) Medical leave shall be granted upon a qualified medical practitioner's written instruction to any employee.

ARTICLE 8 - DISPUTE RESOLUTION

- 8.01 It is mutually agreed that should grievances arise between the employer and the Union or employees as to the meaning, an application of any provisions of this Agreement or as to the compliance of either party with any of the provisions of this Agreement, there shall be no strikes, walkouts, pickets, boycotts, stoppage of work or lockouts and the settlement of any such grievance is to follow the grievance procedure set out in this Article.
- 8.02 Grievances shall be presented in writing and shall clearly set forth the grievance, the Collective Agreement provision allegedly breached and the contentions of the aggrieved party, following which the Union representatives shall meet and, in good faith, shall earnestly endeavour to settle the grievance submitted. If a satisfactory

settlement cannot be reached, or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board or Arbitrator.

- 8.03 Any employee alleging wrongful dismissal may place his allegation before the Union representative and if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- 8.04 A Board of Arbitration shall consist of a single arbitrator to be mutually agreed upon by the Union and the employer.
- 8.05 Where feasible, the parties to this Collective Agreement agree to utilize the Labour Code provision of Section 96 (1).

Union Investigation of the Standing of Employee Conditions

- 8.06 (a) Once an employee has lodged a complaint, the employer shall allow the properly authorized representative of the Union to investigate the standing of all employees' conditions to see that this Agreement is being enforced. The employer is entitled to require an individual to substantiate that he/she is an authorized representative of the Union.
- 8.06 (b) When access is required for purposes of such investigation, the Union representative will notify the employer in advance.
- 8.06 (c) Access will not be unreasonably denied by the employer.
- 8.06 (d) The investigation must not result in any disruption with the employers operations or affairs, and it must not result in any employee or employees neglecting their duties and responsibilities.

ARTICLE 9 - UNION MEMBERSHIP

- 9.01 All employees in the bargaining unit who, at the date of signing of this Agreement, are members in good standing of the Union shall, as a condition of continued employment, maintain membership 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 as or before the completion of the probationary period.

9.02 The employer agrees to provide the Union, once a month, with a list containing the names, addresses and phone numbers of all employees who have started or terminated their employment during the previous month together with a completed form "provided by the Union" listing employees, hours worked, hourly rate of pay and dues deducted.

9.03 Further to Article 9.01, the employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such Union dues and/or initiation fees as may be authorized by the regular and proper vote of the membership of the Union. The employer further agrees to automatically deduct Union dues from the wages of all new employees, provided such employees have passed the employee's probation period.

The employee shall, prior to completing their probationary period, provide the employer with a signed authorization for such deductions. Money so deducted shall be forwarded monthly, together with a list of employees and the total amount of deductions for each to the Secretary-Treasurer of the Union not later than ten (10) days after the end of each month for which collected.

9.04 Union dues deducted by the employer shall be shown on the employees' T-4 slips.

ARTICLE 10 - GENERAL

Uniforms

10.01 (a) The Company agrees to provide two (2) sets of tops to regular employees required to wear a uniform.

10.01 (b) Employees purchasing pants and shoes for purposes of wearing during employment will be reimbursed up to a maximum of \$60.00.

10.01 (c) Where an employee is required to launder their own uniforms, an allowance of \$.50 cents per shift shall be paid to such employees.

Bulletin Boards

- 10.02 The employer shall supply adequate bulletin board space for the purposes of posting official Union bulletins and notices.

Meals

- 10.03 Meals purchased by employees during working hours or one hour before and after a shift will be discounted at fifty per cent (50%). Such purchase may be written on an approved staff bill form. Outside the hours mentioned above, all employees with immediate family members as defined in 7.01(b) will be given a twenty-five (25%) discount for any purchases of any regularly priced menu items provided that such meals are eaten at the store. Such purchases shall be written on an approved staff bill form. Furthermore, there will be no charge of employees for beverages consumed by employees during breaks and lunch periods at the store. Beverages for free shall be limited to one per break or lunch period and shall consist of a coffee, tea, juice, hot chocolate, small milk (white or chocolate), or a 16 ounce soft drink, Mr. Misty or iced tea. Free drinks will be written on approved staff drink forms.

Schedules

- 10.04 Work schedules shall be posted for two weeks at a time. The work schedules will be posted every second Thursday by 5:00 p.m. Employees must provide their days off requests prior to 5:00 p.m. on Monday of the week the work schedule is to be posted.

(a) The following information shall be included on the bi-weekly schedule:

1. Employee name
2. Days off
3. Starting and finishing times.

(b) It is the employer's responsibility to keep the work schedule up-to-date and to ensure that any changes are clearly noted and legible.

(c) In the event that the employer changes the next scheduled shift of an employee who is not at work because of a scheduled absence, the employer, not the employee, will be responsible for notifying the employee of the change.

- (d) The employer will supply the Shop Steward or Union representative with a copy of the work schedule and any changes thereof. All changes to the work schedule shall be dated and signed by an employer representative.
- 10.05 (a) All training of new employees will be fully done by staff representatives. New employees should be trained on either customer service or kitchen by the end of their probationary period. Management will conduct reviews with probationary employees after thirty (30) days and sixty (60) days to review progress to date.
- 10.05 (b) New employees will work a minimum of three (3) days/week for four (4) hours/day for the first three weeks. This will ensure that all new employees receive equal training.
- 10.05 (c) The employer will ensure that all young or new employees will be trained in accordance with Article 3.23 of WorkSafe BC regulations.
- 10.06 Employees who wish to have a meal will be allowed five (5) minutes immediately prior to their scheduled break to have their meal prepared.
- 10.07 Any discrepancy in wages, which is agreed to by management and rectified, will be paid to the employee immediately.
- 10.08 (a) Payroll cheques including a statement of deductions shall be issued in sealed envelopes between 11:00 a.m. and 12:00 noon or after 1:00 p.m. on the 7th and 22nd day of each month to cover semi-monthly pay periods from the 1st to the 15th exclusively and the 16th to the 31st respectively, Acts of God excluded.
- 10.08 (b) If the 7th or 22nd falls on the weekend or a stat holiday, payroll cheques will be issued on the last banking day not later than 4:00 p.m., preceding the weekend or holiday. If the cheques have arrived earlier, they will be distributed as per Article 10.08 (a).
- 10.09 In no circumstances shall employees be required to pay for food errors.

ARTICLE 11 - DURATION OF AGREEMENT

- 11.01 This agreement shall be effective on and from May 13, 2009 to the including May 12, 2012 and thereafter from year-to-year, unless written notice is transmitted by either party prior to the expiry date.
- 11.02 Upon receipt of intent to negotiate, Collective Bargaining shall commence within thirty (30) days. The provisions of this agreement shall remain in effect during this period of negotiations.

Retroactivity

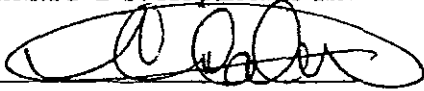
Any agreement reached between CAW Local 2306 and Chimo Developments Inc., beyond the expiry date of May 12, 2009 will be fully retroactive to the expiry date of May 12, 2009.

In witness whereof, the parties hereto have signed this Agreement this 8th

Day of September 2009.

FOR THE COMPANY

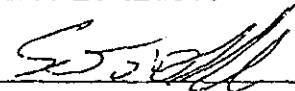
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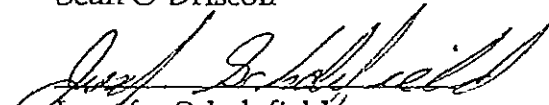
Craig Slater

FOR THE UNION

CAW Local 2306



Sean O'Driscoll



Jennifer Scholefield

LETTER OF UNDERSTANDING #1

Between:

Chimo Developments Inc.
Dairy Queen Brazier Fast Food Store
(the "Company")

AND:

Canadian Auto Workers, Local 2306
(the "Union")

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:

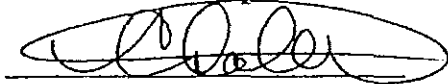
If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- 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.

Signed this 8th day of September, 2009.

FOR THE COMPANY

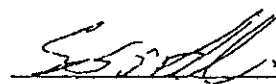
CHIMO Developments Inc.



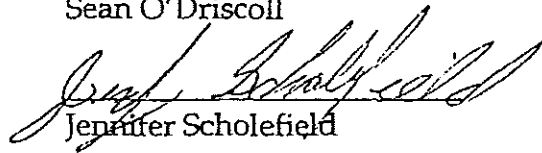
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FOR THE UNION

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