

COLLECTIVE AGREEMENT

BETWEEN:

CARA OPERATIONS LIMITED

**Carrying on business as
Swiss Chalet Rotisserie & Grill at
3233 Douglas Street
Victoria, British Columbia**

- and -

**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 247**

EFFECTIVE: APRIL 13, 2008

EXPIRY: APRIL 12, 2011

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THIS AGREEMENT made and entered into this day of, 2008.

BETWEEN:

CARA OPERATION LIMITED

(hereinafter referred to as the “Company”)

- and -

**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 247**

(hereinafter referred to as the “Union”)

ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to provide orderly collective bargaining in accordance with the laws of British Columbia between the Company and its employees covered by this agreement and their lawful bargaining agent, to secure a prompt and fair disposition of grievances, to eliminate interruption of work and the interference with the efficient operation of the Company’s business, and to set out wages, hours and working conditions for said employees. All of which shall not be less than the terms and conditions stipulated in the British Columbia Labour Relations Code or the Employment Standards Act.

ARTICLE 2 – RECOGNITION

2.01 The Company recognises the Union as the sole collective bargaining agent for all its employees at its Swiss Chalet Restaurant at 3233 Douglas Street, Victoria, British Columbia, save and except assistant hostesses and persons above the rank of assistant hostess.

2.02 “Employee” as used in the Agreement shall mean those persons described in the bargaining unit set forth in Article 2.01 above.

2.03 In this Agreement, words using the feminine gender include the masculine and neuter; the singular includes the plural, and the plural singular where the text so indicates.

2.04 It is agreed and understood that headings as used throughout this agreement are for convenience only and have no interpretative meaning unto themselves, with the exception of those used in the wage scale.

2.05 It is agreed and understood between the parties that persons employed by the Company as cleaners are not members of the bargaining unit are not subject to the terms and conditions of this agreement.

ARTICLE 3 – RELATIONSHIP

3.01 All present employees in the bargaining unit who are members of the Union shall remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment, and all persons who may hereafter become employees in the said bargaining unit shall become and remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment.

3.02 The Company agrees during the lifetime of this agreement to deduct whatever sum may be authorised by the Union Constitution for Union dues and initiation fees from the first pay due each calendar month for the preceding month, and to remit same not later than the 15th day of the same month to the Union. The said sums so remitted by the Company shall be accepted by the Union and the sums do deducted from non-members of the Union shall be treated as their contribution towards the expenses of remaining the Union. Initiation fees shall be deducted from the pay cheques of new employees on the basis of one-third (1/3) of the total initiation fee deducted from each of the first three (3) pay periods following their commencing employment with the Company.

3.03 The Company shall remit once each accounting period to the union:

- (a) A statement showing each employee's name from whom deductions were made, and the amount of deductions;
- (b) A statement showing the names of the employees terminated and hired during the preceding accounting period;
- (c) Statements provided January 1st and June 1st of each year of each year showing the name, home address, telephone number and postal code of all bargaining unit employees.

3.04 The Company agrees, on being furnished by the Union with application cards for Union membership and cards authorising the deduction of Union dues initiation fees, to present such cards to new employees for

completion. Completed application cards shall accompany the remittances referred to in Article 3.02.

3.05 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.

3.06 The Union agrees to save the Company harmless from any and all claims which may be made by employees against the Company for amounts deducted from wages in accordance with the term of this agreement.

3.07 The parties agree to an Employee Relations Committee (E.R.C.) to address issues of concern to both employees and the Company. The meetings will be held quarterly at the restaurant or otherwise mutually agreed location. The Committee will include up to three (3) bargaining unit employees or their designates.

3.07 **Labour Management Meetings**

The Business Representative of the Union and a Representative of Swiss Chalet shall meet **if and when required to discuss issues (that could be grievances)**.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognises and acknowledges that the management of the store and direction of the working force and fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- (d) determine the nature and kind of business conducted by the Company, the methods and techniques of work, the contents of jobs, the number

of employees to be employed, the extension of operations or any part thereof, and to determine and exercise all other functions which shall remain with the Company except as specifically limited by the express provisions of this Agreement.

- (e) The Union recognises that the Company is bound by rules and regulations set by Cara Operations Limited or its successor with respect to hours of operation, dress code, cleanliness and sanitation and such other matters pertaining to the operation of the Company's business which the Company is obligated to observe.
- (f) Management rights as set out in this collective agreement must be exercised fairly.

ARTICLE 5 – UNION REPRESENTATION

- 5.01** The Company acknowledges the right of the Union to appoint or elect a committee composed of not more than 3 stewards. The Union shall endeavour to select the stewards from full-time employees. However, this shall not preclude the Union from electing or appointing part-time employees in the event that no full-time employees are secured as stewards. The names of the stewards, when selected, shall be given to the Company in writing. Newly selected union stewards will not be recognised by management until written notification from the Union has been received. The Company agrees to provide interpreter when required.
- 5.02** The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 5.03** The Union undertakes to secure from its officers, stewards, and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity.
- 5.04** It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without permission of a member of store management, except that a business agent for the Union may, upon obtaining permission from the manager, consult with any of its members on business concerning the Union. Such permission will not be unreasonably withheld. Such consultation will not take place during peak work hours of 12:00 noon to 2:00 p.m. and 5:00 p.m. to 8:00 p.m. unless it relates to the discharge of an employee.

5.05

The Privileges of stewards to leave their work without loss of pay to attend to Union business is granted on the following conditions:

- (a) Such business must be between the Union and the management. Employees having grievances cannot discuss these with the stewards during working hours, except in the case of a discharged or disciplined employee.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The steward concerned shall obtain the permission of the store manager or in his absence, the hostess or chef concerned before leaving his work, provided such persons are available. Such permission shall not be unreasonably withheld.
- (d) The time away from productive work shall be reported in accordance with the time-keeping methods of the department in which the steward is employed.
- (e) The Company reserves the right to limit such time if there is an abuse of time so taken.
- (f) Stewards or other members of the bargaining unit will not be compensated by the Company for time lost from work while attending at negotiations or arbitration hearings.
- (g) In the event that an employee is absent from work at an event that their time would be paid by the Union, the following process will take place:**
 - 1. The Company will pay the employee for the lost time upon advise by the Union.**
 - 2. The Company will bill the Union for the costs involved.**

Lost time rate of pay shall be at the highest Kitchen Help rate of pay in the applicable year. In the event a committee person receives a rate higher than the highest Kitchen Help rate the individual and the remaining committee person shall receive the higher rate.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the importance or alleged violation of the Agreement as quickly as possible.
- 6.02** Any employee, the Union or the Company may present a grievance. Any grievance that is not presented within ten (10) working days following the event giving rise to such grievance or the date on which the employee first had knowledge of it shall be forfeited and waived by the aggrieved party. Likewise, any grievance related to the discharge of an employee that is not presented within ten (10) working days of the date on which the employee is notified of the discharge shall be forfeited and waived by the aggrieved party.
- 6.03** All grievances shall be submitted in writing clearly stating the nature of the grievance and the alleged violated provision(s) of this agreement.
- 6.04** The procedure for adjustment of grievances and disputes by an employee shall be as follows:
- Step No. 1** By a discussion between the employee and the Union Steward or the Union Representative and the employee's Immediate Supervisor.
- Step No. 2** Step 2 of the grievance procedure shall be considered complied with, providing the Union Representative files the grievance in writing with the Store Manager or designate. Regarding the grievance, the Store Manager shall reply in writing to the Union within five (5) calendar days.
- a)** The Union Representative shall submit a copy of the written grievance to the Company Official designated to handle employee relation's matters. The Company Official will respond to the Union's written grievance within five (5) calendar days.
- Step No. 3** If a settlement cannot be reached by Step 2, then upon the request of either party, within ten (10) calendar days of receiving the final written decision from either party, the grievance may then be referred to a board of arbitration selected (1) according to the Labour Relations Code of British Columbia, Section 104 – Expedited Arbitration, or (2) according to the terms of this agreement regarding the regular appointment process.
- 6.05** All time limits in this Agreement are mandatory. However, the time limited in Article 6 – Grievance Procedures and Article 7 – Arbitration may be extended by mutual agreement of the parties. Said agreement must be in writing and signed by official representatives of the Company and the Union.

ARTICLE 7 – ARBITRATION

7.01 If a difference arises between the parties related to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of this collective agreement Prof. Joseph Weiler, or a substitute agreed to by the parties, shall be at the request of either party.

- (a) Investigate the difference,
- (b) Define the issue in the difference, and
- (c) Make written recommendations to resolve the difference

Within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedures.

The Minister of Finance and Corporate Relations, on the minister's requisition, shall pay out of the consolidated revenue fund 1/3rd of the cost incurred by the parties for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person named or a substitute person.

7.02 Providing Sections 103 or 104 or 105 of the British Columbia Labour Code are not invoked, the Board of Arbitration with powers and authority as set out in the Labour Code will be composed of one person appointed by the Company and one person appointed by the Union and a third person chosen to act as Chairman by the Company's and Union's nominees.

7.03 Within five (5) working days of the request by either party for a Board of Arbitration, each party shall notify the other in writing of the name of its nominee.

7.04 Should the person chosen by the Company to act on the Board of Arbitration, and the person chosen by the Union, fail to agree on a Chairman within seven (7) days of the notification mentioned in 7.03 above, the Minister of Labour of the Province of British Columbia will be asked to nominate a person to act as Chairman.

7.05 The decision of a Board of Arbitration, or a majority thereof, or in the absence of a majority, the decision of the Chairman constituted in the above manner shall be binding on the Union and the Company.

- 7.06** The Arbitration Board shall not have any power to change any of the provisions of this Agreement unless they are contrary to applicable legislation. Likewise, the Arbitration Board shall not give any decisions contrary to the terms of this Agreement unless the provisions are contrary to applicable legislation.
- 7.07** Each of the parties to this Agreement will bear the expenses of the nominee appointed by it; and the parties will jointly bear the fees and expenses, if any, of the Chairman.
- 7.08** If the Company and the Union consent in writing then the aforementioned procedure related to the constitution of a Board of Arbitration may be waived and grievances proceeding to Arbitration may in such circumstances be heard by a Single Arbitrator.
- 7.09** The terms of Article 7.05, 7.06 and 7.07 shall apply equally to cases heard by Single Arbitrators.

ARTICLE 8 – MANAGEMENT GRIEVANCES, UNION POLICY GRIEVANCES

- 8.01** Any grievance instituted by the Company may be referred in writing to a steward within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance and the parties or their designates shall meet within five (5) working days thereafter to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provides in Article 7 above, at any time within ten (10) calendar days thereafter but not later.
- 8.02** A Management Policy grievance, which is defined as an alleged violation of this Agreement concerning the employees in the bargaining unit, may be lodged by a representative of the Company in writing with the Union manager at Step No. 2 of the grievance procedure within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated and if it is not satisfactorily settled it may be processed to Step No. 3 of the grievance procedure in the same manner and to the same extent as the grievance of an employee. “Working day” as set out in this Agreement shall be defined as a store working day.

ARTICLE 9 – REPRIMANDS AND TERMINATIONS

- 9.01** A Union Steward or in the absence of a Union Steward, another employee chosen by the employee receiving a reprimand or being discharged, shall be present when a member of the bargaining unit;

(a) Is given a reprimand which is to be entered on the employee's personal file;

(b) Is suspended or discharged.

In unusual circumstances, where it is necessary for the Company to advise an employee by mail of discharge, the Union office will be mailed a copy of such notice.

9.02 Employees shall be given a copy of any reprimand that is entered on their personal file.

9.03 In order for a disciplinary action or discharge to be valid, a copy must be given to the Union Steward in the store, or a copy of the notice must be mailed to the Union office.

9.04 The parties agree and understand, if an employee is disciplined for theft of any kind or manner, from the Company, its customers, employees or suppliers, and if a Board of Arbitration or Single Arbitrator finds the employee guilty of theft, the Board of Arbitration or single Arbitrator shall have no jurisdiction to alter or rescind the discipline imposed by the Company.

9.05 Employees may request to review their personal file, by providing reasonable notice to the Company. The review will take place at a time or times mutually agreed to by the employee and the Company. The review will be conducted in the presence of the Manager and/or his designate. Review will take place within a reasonable period of time.

ARTICLE 10 – NO STRIKES – NO LOCKOUTS

10.01 The parties acknowledge they are bound by Part 5 subsections 57 and 58 of the British Columbia Labour Relations Code in that;

(a) Employees bound by a collective agreement shall not strike during the term of the collective agreement and a person shall not declare or authorise a strike of those employees during the term.

(b) An employer bound by a collective agreement shall not during the term of the collective agreement lock out any employee bound by the collective agreement.

Therefore, there shall be no strikes or lockouts so long as this agreement continues to operate.

10.02 The foregoing undertaking is binding upon the parties and the employees. The company, the Union and the employees are obligated not to cause or condone any of the prohibited activities and shall take available means and steps to prevent or halt any such activity on the part of any employee of the Company. Any employee who aids assists or participates in any of the activities prohibited by this Article shall be subject to disciplinary action including discharge.

10.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at Step No. 2 of the grievance procedure.

ARTICLE 11 – VACATIONS WITH PAY

11.01 An employee with less than one (1) year's seniority who has ceased to be employed with the Company before receiving his vacation pursuant to the provisions of this Article shall receive vacation pay in accordance with the provisions of the British Columbia Employment Standards Act.

- (i) All employees who have acquired on (1) year's seniority with the Company prior to July 1st in any year shall receive two (2) weeks vacation with pay equal to four percent (4 %) of an employee's wages for the year immediately preceding July 1st, and shall be taken at a time or times to be arranged between the store manager and the employee concerned.
- (ii) Employees who have acquired five (5) year's seniority with the Company shall receive three (3) weeks vacation with pay equal to (6%) of an employee's wages for the year immediately preceding July 1st, and shall be taken at a time or times to be arranged between the store manager and the employee concerned.
- (iii) Full-time employees who have acquired twelve (12) year's seniority with the Company shall receive four (4) weeks vacation with pay equal to eight percent (8%) of an employee's wages for the year immediately preceding July 1st, and shall be taken at a time or times to be arranged between the store manager and the employee concerned.
- (iv) Full-time employees who have acquired twenty (20) years seniority with the Company shall receive five (5) weeks vacation with pay equal to ten percent (10%) of an employee's wages for the year immediately preceding July 1st and shall be taken at a time or times to be arranged between the store manager and the employee concerned.

11.02

It is agreed between the Company and the Union that the following procedures will take place and will apply each year in planning of an employee's vacation.

- (i) The Company will arrange for a vacation schedule to be posted in the stores by March 31st of each year.
- (ii) The vacation schedule will list those employees entitled to a vacation in the vacation year beginning June 1st, and will reflect seniority in a descending order.
- (iii) Employees so listed will indicate their vacation date preference on the list by April 30th of each year.
- (iv) The vacation schedule in its final form will be posted in the store by May 15th of each year.
- (v) The employee will be permitted to request to have one (1) week of their vacation accrual to be split for personal reasons. The employer reserves the right to approve or disapprove such request based on business requirements and such a request will not be reasonably withheld.

RULES:

- (1) No more than four (4) employees may take their vacation during the same period, unless the manager in his/her discretion allows a greater number, dependent solely upon service need.
- (2) Discussions between the supervisors and the employees to schedule the employee's vacation period will take place during the months of April of each year and as soon as agreement is reached, the schedule will be initialled as correct by the employee.
- (3) Where an employee fails to make a choice of vacation period, the employee must take her vacation outside of prime time (Easter, Christmas and the months of July and August). If an employee has not taken her vacation by March 31st, in respect of the vacation year, which ended, on the proceeding July 1st, then the Company shall pay her the vacation pay to which she is entitled.
- (4) In the event a dispute arises between employees as to the choice of dates, the employee with greater seniority shall be given first choice.

- (5) Employees leaving on their scheduled vacation shall be provided with vacation pay on the pay day coinciding with or immediately preceding the commencement of their vacation provided a written request is received by the Company not less than fourteen (14) days prior to such pay day. Vacation pay shall be issued on a separate cheque apart from the regular pay cheque if such a practice is permissible by law and results in no penalty to the Company.

ARTICLE 12 – RESTAURANT HOLIDAYS

12.01 The following **Restaurant** Holidays, regardless of when they fall, will be granted with pay to all full-time employees who have completed their probationary period:

Christmas Day	Labour Day
Boxing Day	Thanksgiving Day
New Year's Day	Remembrance Day
Good Friday	British Columbia Day
Victoria Day	Employee's Birthday
Canada Day	

*The employee's birthday shall be granted as a day off with pay.

12.02 In order to be entitled to payment for a store holiday as set out above, a part-time employee must have completed 30 days employment and must have earned wages or performed work in respect to 15 of the last 30 calendar days before a general holiday occurs as defined by the British Columbia Employment Standards Act.

12.03 As stipulated in the British Columbia Employment Standards Act, employees who work on one of the store holidays as set out above will be paid 1 ½ times their regular wage for the first 11 hours worked in that day and double their regular wage for all hours worked in excess of 11 hours in that day. In addition, a part-time employee entitled to a store holiday will be paid an amount equal to the average of her daily earnings, exclusive of overtime, for the days she has worked in the four week period immediately preceding the week in which the store holiday occurs.

12.04 If one or more store holidays occur during an employee's vacation, the employee shall be allowed an extra day's vacation or an extra day's pay for each of the aforementioned store holidays, whichever is agreed to between the store manager and the employee.

12.05 An employee who is laid off or who is on a leave of absence, sick leave, or on Worker's Compensation shall not be eligible to receive holiday pay.

12.06 In order to determine what constitutes a day's pay for purposes of holiday pay, the average daily hours worked by an employee over the eight (8) week period prior to the holiday shall become the pay for the holiday.

ARTICLE 13 – SENIORITY

13.01 Seniority as referred to in this Agreement shall mean length of in-store continuous service in the employee of the Company. There shall be two seniority lists, one for full-time employees and one for part-time employees. An employee who transfers from one group to another shall be accorded seniority as follows:

(a) An employee who transfers from part-time to full-time for the first time will be credited with one-half (1/2) of his part-time seniority. If an employee who previously worked full-time and transferred to part-time is returning to full-time then she will suffer no loss of seniority as a result.

(b) An employee who transfers from full-time to part-time shall carry his full-time seniority with him.

13.02 All employees will be considered probationary for their first three (3) months worked and will have no seniority rights during that period. After completion of three (3) months worked their seniority shall date back to their first day of work. The parties agree that the probationary period is for the purpose of training employees and to allow the Company to assess employees' suitability for continued employment. Therefore, in accordance with the Laws of British Columbia, in the case of termination and where the probationary employee grieves, the Company shall be required to show that it acted reasonably in judging the employee unsuitable for permanent employment with the Company.

13.03 Seniority Lists for full-time and part-time employees will be revised and posted in the store and a copy sent to the Union office no later than January 1 and June 1 of each year. Seniority lists will show the following information:

(a) Employees' names.

(b) Employees' classification

(c) Employees' starting date

If an employee does not challenge his/her position on the seniority lists within thirty (30) days, after the posting of the lists, then he/she shall be deemed to have accepted his/her seniority. The thirty (30) days shall not include time absent on approved leave or for bonafide illness.

13.04 In addition to seniority lists, the employer shall provide in January and in June an up-to-date list of bargaining unit employees, which includes names, addresses, telephone numbers, actual wage rates and classifications.

13.05 When a shift becomes available, the Company will in scheduling an employee to fill the shift, give preference to the most senior employee who what's to work the shift. This is provided, however, that the employee is able to adequately perform the work required, and provided the Company is able to maintain a proper ratio of experienced staff necessary to serve customers efficiently. Vacant bargaining unit positions shall be posted on the bulletin board for a period of at least one hundred and forty-four (144) hours. Such vacancies shall be filled on the basis of seniority and ability. If the parties cannot agree on whom has the immediate ability to fill the vacant positions, then either party may invoke Sections 83 of the British Columbia Labour Relations Code. In the meantime the Company shall be free to fill the vacancy at it discretion.

13.06 Terminations 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 employment by an employee;
- (c) Continuous absence for three (3) days without permission of the Company, unless the employee was absent for just and reasonable cause;
- (d) Continuous layoff 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) Fails to report for work within four (4) Calendar days after being recalled by telephone and registered letter by the Company following a layoff. However, in the event that the employee concerned is employed in another establishment at the time of recall, he shall be allowed to give his current employer reasonable notice which shall not exceed one (1) week;

- (f) Fails to return to work upon the termination of an authorised leave of absence unless a reason satisfactory to the Company is provided;
- (g) Accepts gainful employment while on a leave of absence without first obtaining the consent of the Company in writing;
- (h) Where a dispute arises with regard to the interpretation of “a reason satisfactory to the Company”, such dispute will be referred to the Director of Industrial Relations of Cara Operations Limited.

13.07 Any 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.

13.08 When layoffs occur in the store, the last employee hired shall be the first to be laid off, with the understanding:

- (a) An employee will be laid off if more senior employees have the immediate ability to perform the necessary work;
- (b) An employee in a higher classification may return to their former classification without loss of seniority.
- (c) An employee returned to their former classification under Article 13.08 (b) shall be offered her previous classification should work in the previous classification once become available within six (6) months from the date when the employee returned to her former classification
- (d) Laid off employees shall be called back in the reverse order in which they were laid off. The Company shall give notice to 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 their current addresses.

13.09 Subject to the operating needs of the business, Management will recognise senior employees with respect to assignment of shifts and hours. Day shifts, night shifts or store holiday shifts shall be awarded by seniority to the greatest possible extend to employees who prefer said shifts.

13.10 While Management is entitled to schedule shifts of various lengths as provided for in this Agreement, Management will maximize the length of the 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.

13.11 Temporary Transfers

An employee who, for the convenience of the Company is temporarily transferred for a period of one (1) working hour or more to another job for which the rate of pay is different from that in effect for such employee's regular job shall be paid, while so employed, as follows:

- (a) If the rate of pay for the job to which she is transferred is less than the employee's regular pay, she shall receive her own higher rate of pay.
- (b) If the rate for the job to which she is transferred is higher than the employee's regular pay, she shall receive the higher rate of pay for the job to which she is temporarily transferred.

13.12 Promotions

Employees who are promoted to a position outside of bargaining unit and who are subsequently returned to the bargaining unit, shall be:

- (a) Credited with their seniority while employed in the bargaining unit;
- (b) Credited with their seniority for time spent employed by the Company outside of the bargaining unit.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01** The Company will automatically grant a leave of absence without pay to employees for reasons of illness or injury. Furthermore the Company will grant a leave of absence without pay if an employee requests the leave in writing, from the store manager, and if it does not unreasonably interfere with the efficient operation of the store. Where practical written applications for leave will be given to the manager at least two (2) weeks prior, to the desired commencement of such leave. Written applications should state the reason for the leave and the desired date for the start of the leave and the date when the employee wished to return to work. The store manager's written reply will be given to the employee within seven (7) days after the manager receives the application. Leaves of absence will not be granted for the purpose of allowing employees to take other employment or to venture into business for themselves. As well, employees shall not be allowed to regularly apply for a leave of absence that exceed the time they regularly work in a calendar year. **In cases of**

emergency which makes it impossible for employees to give the required two (2) weeks notice, this time may be shortened.

14.02 An employee returning from a leave of absence of less than eight (8) weeks, which leave was granted because of illness or accident or and employee returning from leave of absence of less than three (3) weeks, which was granted for purposes other than illness or accident, will, upon her return to work be assigned to the classification, hours of work, shift and scheduled days off that she enjoyed prior to her leave of absence.

14.03 An employee who is appointed or elected to a full-time position with the Union shall be granted leave of absence without pay or benefits but with no loss of seniority for a period of up to one (1) year. It is however, agreed and understood the such request must be in writing to the store manager, at least two (2) weeks prior to the desired date of commencement of such leave. It is further agreed and understood that renewals of said leave of absence shall only be made at the written request of the Union or its delegates at least two (2) weeks prior to the employee's return to work and shall be subject to the consent of the Company. Such consent shall not be unreasonably withheld.

14.04 The Company shall grant leave of absence to not more than two (2) employees who are elected as delegates to attend Union Conventions. The Company shall be given seven (7) days notice of such occurrence and shall not incur any cost whatsoever, attendant to such permission being granted. The employee will suffer no loss of rights formerly enjoyed such leave was granted.

14.05 An employee shall be entitled to either maternity leave or parental in accordance with the terms and provisions of British Columbia Employment Standards Act.

14.06 After filling the vacancy caused by leave of absence, the employee filling the vacancy shall be returned to their previous shift upon completion of the leave and return to work.

ARTICLE 15 – HEALTH AND SAFETY

15.01 The parties hereto and the employees agree to co-operate in the prevention of accidents and the promotion of safety and health of the employees of the Company in the workplace. Furthermore, in compliance with the British Columbia Workers Compensation Act, the employer shall exercise its duty to ensure that no employee is allowed to carry out unsafe work. Furthermore, employees shall exercise their duty to use all protective devise and safety equipment made available by the Company. Employees

may exercise their rights under the laws of British Columbia to refuse to perform unsafe work.

- 15.02** The Company shall supply and maintain fire-fighting equipment in accordance with the provisions of the Fire Services Act of British Columbia. Likewise, the Company shall supply and maintain first aid kits and specified in the British Columbia Industrial First Aid Regulations.
- 15.03** If an employee suffers an occupational injury needing medical attention, the employee will be transported at no expense to the employee for emergency treatment. If the employee is medically unable to return to work he shall be paid for the balance of his scheduled shift during which the accident occurred.
- 15.04** The Company may require kitchen staff to wear hair nets, hats or nets to cover facial hair. If required, such health apparel shall be supplied at no cost to the employees.
- 15.05** The employee shall supply substantial footwear, as stipulated in the British Columbia Workers Compensation Act, as Set out in Article 21.05 (c).
- 15.06** The Company agrees that servers shall not be required to clean washrooms or windows; however, servers may be required to clean glass doors or glass in doors. As well, servers will not have to climb to clean.
- 15.07** Safety mats shall be provided in areas of the store where and when required.
- 15.08** In order to provide a safer working environment, the Company should endeavour to ensure that at least one (1) manager and one (1) bargaining unit employee will be trained on First Aid and CPR procedures. It's the sole discretion of the Company to choose the training organization.

ARTICLE 16 – JURY DUTY

- 16.01** Any employee who is required to serve on a jury shall be paid the difference between the amount paid for such service and her normal pay computed at her normal hourly rate for hours lost from work up to forty hours in a week subject to the following provisions.
- (a) Employees must notify the store manager within three (3) days of receipt of notice of selection for jury duty;

(b) Employees selected for jury duty who are on other than the day shift shall be assigned to the day shift for those days they are required to serve as jurors.

16.02 In order to be eligible for such payments, the employee must furnish a written statement from the proper public official, showing the date and time served, and the amount of pay received.

ARTICLE 17 – BREAVEMENT LEAVE

17.01 In the event of death of a member of an employee’s family, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for time necessarily lost from work up to a maximum of three (3) working days. This allowance will only be made where the circumstances require the employee’s absence from work to make arrangements for and/or to attend the funeral.

17.02 In the event of the death of a member of an employee’s family, and the employee is unable to attend the funeral due to time or distance constraints, the store manager may upon the request of the employee, grant two (2) days with pay as days of mourning.

17.03 (i) For the purpose of Article 17.01, the term “a member of an employee’s family” shall mean a spouse, child, grandchild, parent, brother, sister, parent-in-law, grandparent, brother-in-law and sister-in-law, son-in-law and daughter-in-law. The term “spouse” shall be deemed to have a like meaning to that which is contained in subsection 63(2) of the Canada Pension Plan.

(ii) For the purpose of Article 17.02, the term “a member of an employee’s family” shall mean a spouse, child, sibling, parent and grandparent.

ARTICLE 18 – REPORTING TIME PAY

18.01 Employees reporting for work on their scheduled shift, as usual, on a regular working day, unless notified in accordance with Article 18.02 (ii) not to report, and for whom no work at her regular job is available, shall be offered at least four (4) hours employment in other work at the employee’s current rate of wages, or at the Company’s option will be paid four (4) hours at the employee’s current rate of wages in lieu of work, **unless the employee agrees to leave work earlier**. This provision shall not apply of the failure to receive notice was caused by the employee’s absence on the previous day or if the failure to provide work is caused by reason of a strike or other work stoppage, equipment breakdown, fire,

flood or power failure, or any other circumstances beyond the control of the Company.

- 18.02**
- (i) Employees who cannot report for work as scheduled must call the store and advise to this effect at least two (2) hours before starting time.
 - (ii) If the Company does not need the services of a given employee on a given day, it may notify the employee at least two (2) hours before the scheduled starting time and tell the employee not to come to work. If this two (2) hour time limit is not met, then Article 18.01 applies.
 - (iii) For the purpose of this Agreement, it is agreed that a bona fide attempt by the manager to contact the employee at her last telephone number of record shall be deemed to be valid notice.

ARTICLE 19 – BULLETIN BOARD

19.01 The Company agreed to permit the Union to keep notices of meetings and other Union business and affairs on a lock bulletin board provided by the Company which the Union will be permitted to use as required, up to a maximum of one-third (1/3) of the space of the Board. It is agreed that before being posted, such notices must first be approved by the store manager.

19.02 All such notices must be signed by a Union Officer.

19.03 Union notices will be restricted to:

- (a) Notices of Union meeting;
- (b) Notices of Union elections or appointments;
- (c) Notices of results of Union elections; and
- (d) Notices of Union recreational and social activities.
- (e) All other notices of Union business that directly concern the members.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.01 In scheduling employees to fill weekly shifts, the Company will give preference to the most senior employee who wants to work the shift

subject to the Articles below. This is provided however, that the employee is able to adequately perform the work required and provide the Company is able to maintain a proper ratio of experienced staff on all shifts.

20.02 Full-time employees are those who regularly work over 24 hours per week. However, the standard work week for full-time employees may consist of up to 40 hours worked comprised of five eight-hour days. This shall not be understood as a guarantee of hours of work per day or per week or of days of work week.

20.03 Part-time employees are those who regularly work 24 hours or less per week. This shall not be understood as a guarantee of hours per week.

20.04 Full-time employees shall be given the opportunity to maximize their hours, according to seniority, in full schedule of work as defined in 20.02, before part-time employee are scheduled or called in to work.

20.05 **Days Off**

(a) The Company shall try to give full-time employees two consecutive days off per week when possible.

(b) The Company shall not charge employee's work schedules except in case of emergency or when circumstances beyond its control necessitate. Should this occur at the end of a shift, the principle of seniority and inverse seniority shall apply.

20.06 **Work Schedules**

The Company will post work schedules for all employees one (1) week in advance except when unable to do so because of emergency or circumstances beyond its control. As set out in the British Columbia Employment Standards Act, Employees shall be scheduled for a minimum of four hours work and will be paid a minimum of four hours work and will be paid a minimum of four hours unless the employee voluntarily requests to leave work earlier.

20.07 The rest period shall be taken in such a manner that will ensure continuity of service to the Company's customer without abrogating the employee's right to the rest period, or violating the British Columbia employment Standards Act. It is agreed that no employee will be asked to take a break within the first one (1) hour of reporting for work and that wherever possible the employer will make every reasonable attempt not to schedule a break within the first two (2) hours. It is understood that business dictates when the breaks will be taken.

- 20.08** The Company shall schedule work on Christmas Eve to allow employees to leave work by 9:00 p.m. If business conditions warrant, employees may be allowed to leave prior to 9:00 p.m.
- 20.09** All time worked over eight hours in a day or 40 hours in a week shall be considered overtime and shall be paid as set out in the British Columbia Employment Standards Act. That being:
- (a) 1 ½ times the employee's regular wage for all worked in excess of
 - (i) 8 in a day, and
 - (ii) 40 in a week, but excluding from the calculation hours worked in excess of 8 in a day, and
 - (b) 2 times the employee's regular wage for all hours worked in excess of
 - (i) 11 in a day, and
 - (ii) 48 in a week, but excluding from the calculation hours worked in excess of 8 in a day.
 - (c) The Company shall ensure that each employee has at least 32 consecutive hours free from work each week.
 - (i) If the Company requires or allows an employee to work during the 32 hour period referred to in 20.09 (c), the Company shall pay 2 times the employee's hourly rate for all hours worked during that period.
- 20.10** The Company will try to accommodate employees who are unable to work overtime because of personal emergencies.
- 20.11** There shall be no pyramiding of overtime or other premiums provided for in this Agreement.
- 20.12** It is the intent and spirit of the parties that full-time employees shall not have their standard weekly hours of work reduced, such hours then being worked by part-time employees. Full-time employees shall be allowed to maximize their hours by seniority.
- 20.13** Employees shall be entitled to a paid rest period of ten (10) minutes at their place of work for each half shift worked, which shall be computed on the basis of ten (10) minutes for four (4) hours work time or major fraction thereof. Employees will receive fifteen (15) minutes pay if they do not receive a ten (10) minute rest period.

20.14 There shall be a one-half (1/2) hour unpaid lunch break per shift of five (5) hours or more.

20.15 It is agreed and understood that the hours by an employee be recorded on weekly time cards which are to be recorded on a daily basis by the employees and approved on a weekly basis by the store manager. In no event shall a member of management punch out or alter an employee's time card without the employee's knowledge. Employees' hours of work will be recorded through the use of a time clock or other mechanical recording device and each employee must sign their time card or equivalent at the termination of their last shift of the week.

20.16 Pay days shall be every second week. The Company will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time rates, overtime rates and the wage rate itemized deductions from the amount earned.

20.17 Only hours actually worked on a store holiday will include in the employees total weekly hours for the purpose of calculating overtime.

20.18 (a) Employees who have completed their probationary period may on their own accord, for their own personal convenience, exchange shifts with other qualified employees in their classification by submitting their request to management in writing forty-eight (48) hours prior to the commencement of the said shift and subject to business conditions, the Company reserves the right to approve or disapprove the request. Such approval will not be unreasonably withheld subject to (b) and (c) below.

(b) No employee may shift change into overtime, change of status, i.e., full-time, part-time, premium pay etc....

(c) The parties recognize that shift changes may result in junior employees achieving more hours than a more senior employee in the same classification.

In recognition of this possibility, the Union agrees that should this situation occur, such occurrence will be subject matter of grievance.

20.19 The Company will make every effort to provide at least twenty-four (24) hours notice to an employee when their work schedule has been changed. Such notice is not required, with respect to overtime work or in case of emergency or circumstances beyond the control of the Company.

ARTICLE 21 – GENERAL

- 21.01**
- (i) Employees are free to leave the premises for lunch provided the clock out on leaving and clock in on their return.
 - (ii) All non-alcoholic beverages consumed by employees are free. Non-alcoholic beverages mean, coffee, tea, ice-tea, milk and fountain soft drinks.

Employees will be entitled to one free glass of milk/chocolate milk or juice with their meals. The consumption of juice shall only be made available if from the fountain, carton or bulk package. Juice and other non-alcoholic beverages that are packaged in individual metal or glass containers/bottles are not available under this article.

- (iii) On duty employees will receive a discount of sixty percent (60%) on dining room menu price of a quarter chicken dinner and a discount of fifty percent (50%) on dining room menu price of all other items and will be entitled to one free glass of milk with their meals. This provision only applies to meals which are consumed on the premises on an approved break.
- (iv) No deductions of monies from an employee's pay shall be made by the Company in relation to food or beverages unless the deductions referred to herein are authorized by the employee.

21.02 **Dressing and Meal Rooms**

The Company shall endeavour to provide reasonable accommodations for employees for dressing and consuming meals, wherever possible and where such accommodation does not currently exist.

21.03 **Servers' Premiums**

Morning Premium: Waitresses/Waiters when not serving customers for one (1) complete hour or more prior to 11:00 a.m., are to be paid at the Kitchen rate of pay for the hours worked when not serving.

Functions: Serving staff that are scheduled/assigned to work a pre booked function and who have to wait for one (1) hour prior to the group's arrival without serving tables will be paid at the kitchen help rate of pay for the time worked without serving tables. The kitchen help rate will be in accordance to the servers years of service up to 48 months.

21.04 Uniforms

- (i) Dresses or other garments to be worn by Waitresses shall be supplied by the Company from time to time. The Company will supply two dresses or uniforms plus three (3) aprons and three (3) blouses to full-time employees and one (1) dress, two (2) aprons and one (1) blouse to part-time employees. All uniforms are to be provided in good repair. Clean uniforms are to be supplied to Kitchen staff daily if required. Pants shall be made available at the Company's expense to female kitchen staff, take-out staff, cashiers and bartenders if requested.
- (ii) **If an employee fails to return an issued uniform, a sum of \$25.00 will be deducted from their final pay.**

21.05 Shoes and Uniforms Cleaning

- (i) The Company shall supply uniforms and special apparel and clean, launder repair or provide similar services with respect to the upkeep of special apparel and uniforms without charge to the employee.
- (ii) The parties may agree, without applying to the Direction of Employment Standards, to where employees are required to launder special apparel or uniforms themselves, an allowance of 10 cents per hour worked shall be paid to said employees.
- (iii) **All kitchen employees shall purchase safety footwear. Such footwear must be worn on duty at all times. All front of the house employees shall wear Company approved footwear. All employees shall be reimbursed, upon providing a receipt, up to \$55.00 per year as a contribution towards the shoe purchases. The initial claim may be made upon completion of the probationary period and all employees making a claim for this allowance will not be able to make another claim until a period of 12 months has occurred.**
- (iv) The type of shoe worn by all employees must comply with the footwear regulations of the British Columbia Workers Compensation Act.

21.06 Discipline

In the event that the Company finds it necessary to discipline an employee, the Company agrees to do so fairly and without discrimination. The Company further agrees that when disciplinary notices are issued to employees, Excluding suspensions and discharge, this must be done on the

completion of the employee's shift. Disciplinary notices will be removed from an employee's file after 12 months, provided there are no similar occurrences within that period.

Where possible discipline shall be issued within 72 hours of the event giving rise to the discipline. The Union recognizes that the employer may be required additional time for proper investigation and consultation with Human Resources, etc.

21.07 **Gratuities**

The parties agree all gratuities shall remain the property of the servers. Furthermore, all credit card gratuities shall be paid to the server at the end of their shift.

21.08 **Job Posting**

All positions or shifts which become vacant in existing bargaining unit classifications within the restaurant and the position is to be filled, shall be posted for a period of five (5) working days and bargaining unit employees in the restaurant may make applications for such positions. In the filling of the positions the restaurant manager shall initially be limited to selecting employees who made application, and the restaurant manager shall be subject to the same limitations and factors as set forth in Article 13.05. Nothing herein shall prevent the restaurant manager from hiring persons from outside the bargaining unit when no employees apply, or where, in the judgment of the store manager, applicants who do apply are deemed unsuitable. Any vacancy can be filled at the discretion of the restaurant manager on a temporary basis not to exceed thirty (30) working days. In the event that an employee has been selected to fill such a permanent position, then she shall be precluded from applying to fill a vacancy in another classification for a period of six (6) months. Only the original available position shall be posted and all vacancies which may occur as a result of having filled this original positions shall be filled at the discretions of the restaurant manager.

21.09 The Company recognizes that employees may wear Union buttons in the style that are currently supplied to them by the Union.

21.10 If the Company requests a medical certificate from a physician for an absence of less than three (3) days, the Company will pay cost of the medical certificate, if a cost experienced, and provided the employee provides proof of payment.

21.11 It is agreed and understood that stations are to be rotated between servers on a fair and equitable basis.

ARTICLE 22 – MEDICAL BENEFITS

22.01 The company agrees to pay one hundred percent (100%) of the current life and health insurance plan for all full time employees who have completed one (1) year of service.

This one hundred percent (100%) contribution is based on the cost of the plan for the first year of the contract and may be increased each year on April 1 if needed and requested to a maximum of eight percent (8%) of the Company's contribution. The plan may be amended by changing carriers during the term of the collective agreement, if mutually agreed to between the parties.

The Company recognises that the insurance carrier requires an employee to join the plan on his/her first anniversary date of employment by completing an enrolment card and submitting the completed card in a timely fashion to the group insurance administrator along with the monthly remittance.

Employees who have completed one (1) year of service and who are not full time will be enrolled upon becoming full time.

In the event an employee chooses not to join the plan on his/her eligible date, the employee will sign a "waiver of group benefits" form.

This plan will be subject to the qualifications and conditions established by the carrier or carriers. The coverage is set out on schedule "A" attached hereto.

Note: The Company will not incur any liability or cost with respect to the payment or non payment of claims by the insurance carrier or carriers, and the Company's obligation is limited to the payment of the amounts stipulated in Article 22.01 above.

22.02 The Company agrees to pay fifty percent (50%) of the premium for single and married employees for Medical Service Plan (B.C. Medical) for those full-time employees who have been in the employ of the Company for at least one (1) year.

In the event that any employee may be entitled to premium assistance the required proof and documentation shall be completed and the company contribution will be fifty percent (50%) of the subsidised amount.

ARTICLE 23 – CLASSIFICATIONS AND RATES OF PAY

23.01

<i>April 13, 2008</i>						
Classification	Start	12 Month	24 Month	36 Month	48 Month	60 Month
Kitchen Help	\$ 9.00	\$ 9.25	\$ 9.55	\$ 10.00	\$ 10.18	\$ 10.68
Bartender	\$ 9.00	\$ 9.25	\$ 9.55	\$ 10.00	\$ 10.18	\$ 10.68
Host/Hostess	\$ 8.75	\$ 9.00	\$ 9.15	\$ 9.65	\$ 10.00	\$ 10.40
Dishwasher	\$ 9.00	\$ 9.25	\$ 9.55	\$ 10.00	\$ 10.18	\$ 10.68
Take-out	\$ 8.75	\$ 9.00	\$ 9.15	\$ 9.65	\$ 10.00	\$ 10.40
Server	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Cooks	\$ 9.50	\$ 9.71	\$ 10.10	\$ 10.70	\$ 10.80	\$ 11.30

<i>April 13, 2009</i>						
Classification	Start	12 Month	24 Month	36 Month	48 Month	60 Month
Kitchen Help	\$ 9.18	\$ 9.44	\$ 9.74	\$ 10.20	\$ 10.38	\$ 10.89
Bartender	\$ 9.18	\$ 9.44	\$ 9.74	\$ 10.20	\$ 10.38	\$ 10.89
Host/Hostess	\$ 8.93	\$ 9.18	\$ 9.33	\$ 9.84	\$ 10.20	\$ 10.61
Dishwasher	\$ 9.18	\$ 9.44	\$ 9.74	\$ 10.20	\$ 10.38	\$ 10.89
Take-out	\$ 8.93	\$ 9.18	\$ 9.33	\$ 9.84	\$ 10.20	\$ 10.61
Server	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Cooks	\$ 9.69	\$ 9.90	\$ 10.30	\$ 10.91	\$ 11.02	\$ 11.53

<i>April 13, 2010</i>						
Classification	Start	12 Month	24 Month	36 Month	48 Month	60 Month
Kitchen Help	\$ 9.36	\$ 9.62	\$ 9.94	\$ 10.40	\$ 10.59	\$ 11.11
Bartender	\$ 9.36	\$ 9.62	\$ 9.94	\$ 10.40	\$ 10.59	\$ 11.11
Host/Hostess	\$ 9.10	\$ 9.36	\$ 9.52	\$ 10.04	\$ 10.40	\$ 10.82
Dishwasher	\$ 9.36	\$ 9.62	\$ 9.94	\$ 10.40	\$ 10.59	\$ 11.11
Take-out	\$ 9.10	\$ 9.36	\$ 9.52	\$ 10.04	\$ 10.40	\$ 10.82
Server	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Cooks	\$ 9.88	\$ 10.10	\$ 10.51	\$ 11.13	\$ 11.24	\$ 11.76

<i>April 13, 2011</i>						
Classification	Start	12 Month	24 Month	36 Month	48 Month	60 Month
Kitchen Help	\$ 9.55	\$ 9.82	\$ 10.13	\$ 10.61	\$ 10.80	\$ 11.33
Bartender	\$ 9.55	\$ 9.82	\$ 10.13	\$ 10.61	\$ 10.80	\$ 11.33
Host/Hostess	\$ 9.29	\$ 9.55	\$ 9.71	\$ 10.24	\$ 10.61	\$ 11.04
Dishwasher	\$ 9.55	\$ 9.82	\$ 10.13	\$ 10.61	\$ 10.80	\$ 11.33
Take-out	\$ 9.29	\$ 9.55	\$ 9.71	\$ 10.24	\$ 10.61	\$ 11.04
Server	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Cooks	\$ 10.08	\$ 10.30	\$ 10.72	\$ 11.35	\$ 11.46	\$ 12.00

* Note: This rate is applicable to those employees who are scheduled to perform cooking for a shift (i.e. cooking of chickens and ribs).

Those employees who receive rates of pay higher than the appropriate monthly rate unless they are at or above the 48 month rate shall not receive an increase until they reach the correct rate for their months of service.

Those employees who are over the 60 month rate shall receive the following increases (this shall not apply to the server classification).

April 13, 2008	5%
April 13, 2009	2%
April 13, 2010	2%
April 13, 2011	2%

23.02 The Company agrees to contribute \$0.02 per hour for each regular hour worked to the Union Education and Training Fund.

ARTICLE 24 – TRAINING PERIOD

- 24.01**
- (i) Employees who are transferred from one classification to another, shall continue to receive the rate of pay of the position from which they were transferred while being trained in the new position. This training period shall not exceed two (2) calendar months.
 - (ii) If an employee does not successfully complete his training period he will be returned to his former or similar position.
 - (iii) Upon satisfactory completion of the training period, the employee will be paid according to the rate of pay set out for the classification into which he has been transferred.

- (iv) An employee will be notified in writing upon commencing a training period in a higher-rated job classification.

ARTICLE 25 – MEMORANDA OF AGREEMENT

25.01 Memoranda of Agreement which have been entered into between the parties to clarify or amend certain provisions of this Agreement, and Memoranda of Agreement which may be entered into during the term of this Agreement shall be deemed to form a part of the collective Agreement between the parties and accordingly, shall be considered grievable and arbitrable pursuant to Article 6 and 7 of this Collective Agreement.

ARTICLE 26 – PAST AGREEMENTS

26.01 The parties agree that this Agreement constitutes the entire Agreement between them and that any and all previous Agreements or practices, supplementary Agreements, Letters of Intent, Understanding, etc., whenever made and whether or not reduces to writing, are hereby cancelled and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions, employee benefits and wages are limited exclusively to those specifically stated in this Agreement.

ARTICLE 27 – DURATION OF AGREEMENT

27.01 This Agreement shall be for the period from and including April 13, 2008 to and including April 12, 2011. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the British Columbia Labour Code.

27.02 During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:

- (a) The Union commences a legal strike, or
- (b) The employer commences a legal lockout, or
- (c) The parties enter into a new or further Agreement.

27.03 During the continuation period provided in 27.02 above, neither party shall attempt to take any action or make any changes in the terms and

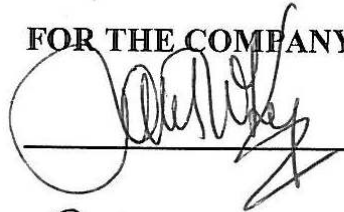
conditions of employment, which would be inconsistent with the express terms of this Agreement.


27.04

Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.


Dated at Victoria, British Columbia this 25 day of Nov, 2008.

FOR THE COMPANY





FOR THE UNION



SCHEDULE "A"

May be amended during term as per Article 22.01

All eligible active employees

LIFE INSURANCE	\$10,000	Out-of-Canada Non-emergency	\$10,000
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ACCIDENTAL DEATH/
DISMEMBERMENT \$10,000

DENTAL EXPENSE BENEFIT

Deductible

All eligible active employees
And their dependents

Individual	\$25.00
Family	\$50.00

EXTENDED HEALTH CARE

Co-Insurance

Deductible

Preventative and Restorative
Plus Endodontics 20%

Individual \$10.00

Family \$20.00

Eligible charges will be
reimbursed in accordance with
the previous year's B.C.
Dental Association Schedule of
Fees.

Co-Insurance

In Canada and Emergency

Out-of-Canada 20%

Out of Canada
Non-Emergency 20%

Maximum

In Canada and Emergency
Out-of-Canada \$10,000

LETTER OF UNDERTANDING #1

BETWEEN:

**CARA OPERATIONS LIMITED.
(hereinafter referred to as the “Company”)**

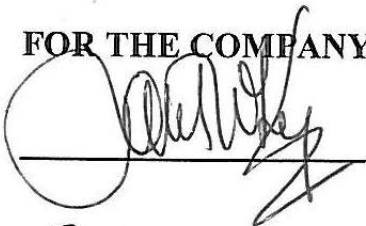
- and -


**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 247
(hereinafter referred to as the “Union”)**

The Company agrees to provide uniforms at cost for those servers who may wish to acquire additional components of the uniform, over and above what is provided in the collective agreement. The Company also agrees to ensure that the employees uniform is kept in good repair and will replace any component of the uniform the Company had provided the employee, if it’s not in good repair as a result of normal wear and tear.

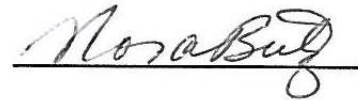
Dated at Victoria, British Columbia this 25 day of Nov, 2008.

FOR THE COMPANY





FOR THE UNION



LETTER OF UNDERTANDING #2

BETWEEN:

**CARA OPERATIONS LIMITED
(hereinafter referred to as the “Company”)**

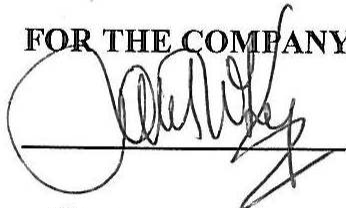
- and -


**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 247
(hereinafter referred to as the “Union”)**

A days off book will be made available for employees to write in their requested days off.

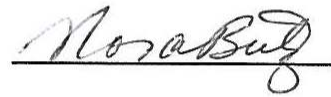
Dated at Victoria, British Columbia this 25 day of Nov, 2008.

FOR THE COMPANY





FOR THE UNION



LETTER OF UNDERTANDING #3

BETWEEN:

**CARA OPERATIONS LIMITED
(hereinafter referred to as the “Company”)**

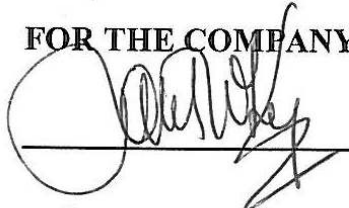
- and -


**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 247
(hereinafter referred to as the “Union”)**

In unique circumstances employees are permitted to request time off, without pay, if a death occurs for extended family members. This request is at the sole discretion of management and will not unreasonably withheld.

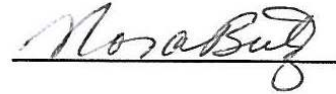
Dated at Victoria, British Columbia this 25 day of Nov, 2008.

FOR THE COMPANY





FOR THE UNION



LETTER OF UNDERTANDING #4

BETWEEN:

**CARA OPERATIONS LIMITED
(hereinafter referred to as the “Company”)**

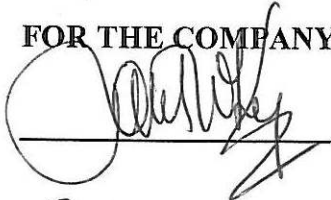
- and -


**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 247
(hereinafter referred to as the “Union”)**

In relation to Article 20.18, the employer agrees to allow employees to post on the employee bulletin board requests for days off, so that co-workers can observe the request.


Dated at Victoria, British Columbia this 25 day of Nov, 2008.

FOR THE COMPANY





FOR THE UNION



LETTER OF UNDERTANDING #5

BETWEEN:

CARA OPERATIONS LIMITED
(hereinafter referred to as the “Company”)

- and -

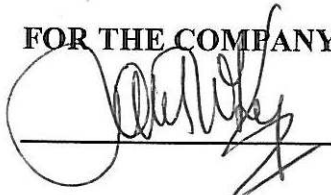
**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 247**
(hereinafter referred to as the “Union”)


Swiss Chalet’s employees and customers are entitled to be treated with dignity, free from harassment based on race, sex, national or ethnic origin, colour, religion, age, marital or family status, sexual orientation, or disability. Swiss Chalet is committed to providing a work environment free of verbal, racial, physical and sexual harassment and will make every effort to ensure that no one is subject to personal or sexual harassment. Swiss Chalet will take such disciplinary measures, as it deems appropriate against any person under its direction who subjects any employee to sexual or personal harassment.

Cara Operations Limited has a “Respect in the Workplace” Policy. A copy of said Policy is available to all employees and forms part of this letter of understanding.


Dated at Victoria, British Columbia this 25 day of Nov, 2008.

FOR THE COMPANY





FOR THE UNION



LETTER OF UNDERTANDING #6

BETWEEN:

CARA OPERATIONS LIMITED
(hereinafter referred to as the “Company”)

- and -

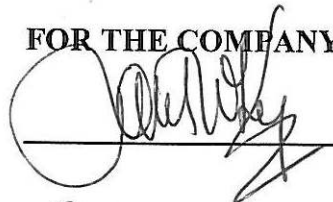
**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 247**
(hereinafter referred to as the “Union”)


Upon ratification of the Collective Agreement that will commence April 13, 2008, the Company will pay to each Server a signing bonus within two (2) weeks of ratification and on April 13, 2009 and April 12, 2010.

- Servers with more than six (6) months but less than twelve (12) months seniority shall receive twenty-five dollars (\$25.00).
- Servers with more than twelve (12) months but less than twenty-four (24) months seniority shall receive fifty dollars (\$50.00).
- Servers with more than twenty-four (24) months but less than thirty-six (36) months seniority shall receive seventy-five dollars (\$75.00).
- Servers with more than thirty-six (36) months seniority shall receive one hundred and twenty-five dollars (\$125.00).

Dated at Victoria, British Columbia this 25 day of Nov, 2008.

FOR THE COMPANY





FOR THE UNION

