

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**1126377 BC LTD.**  
Doing Business As  
**RIO BRAZILIAN STEAKHOUSE**  
(Denman Street)  
Vancouver, BC

**AND**



**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL NO. 247**

Chartered by the United Food and Commercial  
Workers International Union, AFL-CIO, CLC

**FIRST PRINTING**  
**Errors and Omissions Excepted**

## **TERM OF AGREEMENT**

October 19, 2025 to October 18, 2027

Dear Union Member:

You are holding one of the most important documents you will receive at your job: your union Collective Agreement.

This document is a contract between your employer and our union that sets out the workplace rights and terms and conditions of employment for all union members at your workplace.

Every part of this agreement was negotiated with your employer by a bargaining committee comprised of your coworkers and fellow union members.

This document ensures you have better conditions than those found in non-union workplaces. Together, with engaged and empowered union members, we are committed to improving it at every opportunity.

Please help us give meaning to this agreement by reading it, asking questions about the rights it contains, and working with us to enforce it.

If you think there may be a violation of this agreement at your workplace, you have a legal right to contact a Shop Steward or Union Representative for help.

Help us build a stronger union – your union.

In Solidarity,

DAN GOODMAN  
President

CATHY SHANNON  
Secretary-Treasurer

## INDEX

ARTICLE	DESCRIPTION	PAGE
<b>LAND ACKNOWLEDGEMENT .....</b>		<b>2</b>
<b>ARTICLE 1 – BARGAINING AGENCY &amp; RECOGNITION .....</b>		<b>2</b>
1.01	Certified Bargaining Agent .....	2
1.02	Employees Covered .....	3
1.03	Management Performing Bargaining Unit Work .....	3
1.04	Management Rights.....	3
<b>ARTICLE 2 – UNION RECOGNITION &amp; SECURITY .....</b>		<b>4</b>
2.01	Unit Membership.....	4
2.02	Induction.....	4
2.03	No Discrimination for Union Activity .....	5
2.04	Deduction of Union Dues.....	5
2.05	Shop Stewards Recognition .....	6
2.06	Union Access.....	7
2.07	Union Bulletin Board.....	7
2.08	Union Insignia or Decals.....	8
2.09	Union Information .....	8
2.10	Seniority List .....	9
2.11	Union Leave – Long-Term .....	9
2.12	Union Leave – Short-Term .....	10
2.13	Notice of Union Leave.....	10
<b>ARTICLE 3 – HOURS OF WORK, SCHEDULING, AND OVERTIME .....</b>		<b>11</b>
3.01	Pay for Time Worked .....	11
3.02	Hours Per Day and Per Week.....	11
3.03	Overtime – 1.5x .....	12

3.04	Overtime – 2x.....	12
3.05	Overtime – Recording .....	12
3.06	Overtime – How Assigned .....	13
3.07	Overtime – Rest Period .....	14
3.08	Applicable Rate of Pay.....	14
3.09	Scheduling Hours .....	14
3.10	Minimum Weekly Hours .....	15
3.11	Shift Preferences .....	16
3.12	Requested Days Off/Shift Exchanges .....	16
3.13	Posted Schedules .....	17
3.14	Schedule Changes .....	17
3.15	Daily Staff Adjustments .....	17
3.16	Split Shifts.....	18
3.17	Minimum Pay Guarantee .....	18
3.18	Call In Shifts.....	19
3.19	Unpaid Meal Period .....	20
3.20	Rest Periods .....	21
3.21	Breaks Between Shifts.....	21
3.22	Length of Shifts .....	21
<b>ARTICLE 4 – GENERAL HOLIDAYS .....</b>		<b>22</b>
4.01	General Holidays .....	22
4.02	Holiday Pay – Entitlement .....	22
4.03	Holiday Pay – Exclusions .....	22
4.04	Holiday Pay – Calculation .....	23
4.05	Work on General Holiday .....	24
4.06	Work on General Holiday – Not Eligible .....	24
4.07	General Holiday on Day Off.....	24
<b>ARTICLE 5 – ANNUAL VACATIONS.....</b>		<b>25</b>

5.01	Vacation Entitlements.....	25
5.02	Definitions.....	26
5.03	Vacation Pay upon Termination.....	27
5.04	Vacation Schedule .....	27
<b>ARTICLE 6 – DIGNITY AND RESPECT .....</b>		<b>28</b>
<b>ARTICLE 7 – OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>29</b>
7.01	Employer Responsibilities.....	29
7.02	Joint Health and Safety Committee .....	29
7.03	Committee Training .....	30
7.04	Involvement of Union Representative .....	31
7.05	Right to Refuse Unsafe Work.....	31
<b>ARTICLE 8 – WORKPLACE FREE FROM HARASSMENT .....</b>		<b>32</b>
8.01	Discrimination/Harassment Prohibited .....	32
8.02	Bullying .....	33
8.03	Misuse of Managerial Authority .....	34
8.04	Sexual Harassment.....	34
8.05	Complaint Procedure .....	35
	<i>Informal Discussion</i> .....	36
	<i>Formal Complaint</i> .....	36
	<i>Outcome</i> .....	37
	<i>Unresolved Complaints</i> .....	37
	<i>Interim Measures</i> .....	38
8.06	Workplace Violence .....	38
<b>ARTICLE 9 – GENERAL PROVISIONS.....</b>		<b>39</b>
9.01	Applicable Legislation .....	39
9.02	Paydays and Wage Statements.....	39
9.03	Payroll Errors .....	40
9.04	Deductions .....	40

9.05	Uniforms, Special Clothing, and Equipment.....	41
9.06	Floats.....	41
9.07	Meals.....	42
9.08	Pay For Meetings/Training.....	43
9.09	Joint Labour-Management Committee .....	43
9.10	Secure Personal Items.....	44
9.11	Picket Lines.....	44
9.12	Adequate Time for Closing.....	44
9.13	No Strikes or Lockouts.....	45
<b>ARTICLE 10 – SENIORITY AND JOB SECURITY.....</b>		<b>45</b>
10.01	Seniority .....	45
10.02	Termination of Employment and Seniority .....	45
10.03	Layoff and Closure Notice .....	47
10.04	Layoff Procedure .....	48
10.05	Recall Procedure .....	48
10.06	Recall Order.....	49
10.07	Recall Procedure During Emergencies .....	49
10.08	Severance .....	49
<b>ARTICLE 11 – DISCIPLINE.....</b>		<b>50</b>
11.01	No Discrimination for Union Activity.....	50
11.02	Just and Proper Cause .....	50
11.03	Right to Representation .....	50
11.04	Discipline and Personnel Records .....	51
11.05	Discipline Records Removed .....	52
11.06	Disciplinary Letters to Union .....	52
11.07	Fresh Start .....	52
11.08	Probationary Period .....	53
<b>ARTICLE 12 – LEAVES OF ABSENCE.....</b>		<b>53</b>

12.01	Statutory Leaves of Absence.....	53
12.02	Injury and Illness Leave.....	54
12.03	Maternity Leave.....	54
12.04	Parental Leave .....	56
12.05	Family Responsibility Leave .....	57
12.06	Compassionate Care Leave .....	58
12.07	Critical Illness or Injury Leave .....	59
12.08	COVID-19-Related Leave.....	61
12.09	Reservists' Leave.....	61
12.10	Leave Respecting Disappearance of Child.....	64
	<i>Definitions.....</i>	<i>64</i>
	<i>Leave Respecting Death of Child .....</i>	<i>65</i>
12.11	Leave Respecting Domestic or Sexual Violence .....	67
	<i>Definitions.....</i>	<i>67</i>
12.12	General Leave of Absence.....	71
12.13	Jury Duty .....	72
12.14	Bereavement Leave .....	72
<b>ARTICLE 13</b>	<b>– GRIEVANCE PROCEDURE .....</b>	<b>73</b>
13.01	General .....	73
13.02	Grievance Procedure .....	74
	<i>Step I – Informal Discussion .....</i>	<i>74</i>
	<i>Step II – Written Grievance .....</i>	<i>74</i>
	<i>Step III – Conveyance to Dispute Resolution Process.....</i>	<i>75</i>
13.03	Policy Grievance.....	75
13.04	Arbitration .....	76
13.05	Troubleshooter .....	76
13.06	Dispute Resolution Expenses .....	78
13.07	Time Limits.....	78

13.08 Decision Not Inconsistent With Collective Agreement ..... 78

**ARTICLE 14 – CLASSIFICATIONS AND WAGE RATES ..... 78**

14.01 Appendix "A" ..... 78

14.02 Higher Rates "Red Circled" ..... 78

14.03 New Classifications..... 79

14.04 Minimum Wage Differential ..... 79

**ARTICLE 15 – JOB POSTING ..... 80**

15.01 Job Posting – Period ..... 80

15.02 Job Award – Factors ..... 81

15.03 Trial Period ..... 81

**ARTICLE 16 – DURATION OF AGREEMENT..... 81**

16.01 Term ..... 81

16.02 Section 50, Subsection (2) & (3) Excluded..... 82

16.03 Full Force and Effect..... 82

**APPENDIX "A" – WAGES..... 85**

Wage Scale ..... 85

**APPENDIX "B" – CLASSIFICATIONS AND DUTIES..... 87**

Dishwasher ..... 87

Host ..... 87

Server ..... 88

Passador ..... 89

Bartender ..... 89

Line Cook ..... 90

Cook ..... 90

Keyholder ..... 91

**LETTER OF UNDERSTANDING #1: TIP OUT..... 92**

*Tip Out Percentages..... 93*



**LETTER OF UNDERSTANDING #2: FIRST COLLECTIVE AGREEMENT  
AND LEGACY EMPLOYEES..... 95**  
Legacy Employees..... 96



# **COLLECTIVE AGREEMENT**

## **BETWEEN:**

**1126377 BC LTD.**

Doing Business As

**RIO BRAZILIAN STEAKHOUSE**

(hereinafter referred to as the "Employer")

## **AND:**

**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 247**

(hereinafter referred to as the "Union")

## **WHEREAS:**

The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees at the described unit and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions for all employees who are subject to the provisions of this Agreement.

## **NOW THEREFORE:**

The Union and the Employer mutually agree as follows:

## **LAND ACKNOWLEDGEMENT**

---

The parties acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of BC First Nations who have cared for and nurtured these lands from time immemorial. In particular, the parties acknowledge the unceded territories of the x<sup>w</sup>məθk<sup>w</sup>əyəm (Musqueam), Sk̓wx̓wú7mesh (Squamish), and səlilwətał (Tsleil-Waututh) nations on whose land the business of the Employer is located. The parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples.

## **ARTICLE 1 – BARGAINING AGENCY & RECOGNITION**

---

### **1.01 Certified Bargaining Agent**

The Employer agrees to recognize and bargain collectively and exclusively with the Union, the certified Bargaining Agent of the employees.

No employee shall be compelled to or allowed to enter into any individual contract or agreement with their Employer concerning the conditions of employment varying the conditions of employment contained herein.

No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

## **1.02 Employees Covered**

This Agreement shall cover all employees employed at 1122 Denman Street, Vancouver, BC, excluding Managers. The definition of “employee” shall be determined consistent with the *BC Labour Relations Code* and set out in the Union’s certification.

## **1.03 Management Performing Bargaining Unit Work**

Work customarily performed by the employees in the Bargaining Unit shall not be done by persons excluded from the scope and jurisdiction of this Agreement, except for the purpose of development, audit, quality control, on the job training, instruction of employees, or in cases of *bona fide* emergency, defined as an unforeseen situation entirely outside the control of the Employer.

The Union agrees that one (1) manager at any given time may perform bargaining unit work.

## **1.04 Management Rights**

The Union agrees that the Employer has the exclusive right to manage its business, including the right to direct employees; plan, direct, and control operations; hire suspend, or discharge for just cause; and relieve employees from duty because of lack of work.

The company retains all the rights not otherwise specifically covered in this Collective Agreement. The

exercise of the foregoing rights shall neither alter any of the provisions of this Collective Agreement.

## **ARTICLE 2 – UNION RECOGNITION & SECURITY**

---

### **2.01 Unit Membership**

All employees shall, as a condition of employment, become and maintain active membership in the Union, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward immediately to the Union office fully completed and signed.

Within seven (7) days of the ratification of this Agreement, all employees who are not already members of the Union shall become members of the Union in good standing.

It is the responsibility of each employee to maintain active membership in the Union as outlined in the International Constitution and the Local Union bylaws.

### **2.02 Induction**

The employer agrees to provide each new employee, at the time of employment, with material outlining to the employee their responsibility in regard to Union Membership as supplied by the Union.

In conjunction with the Employer's onboarding process of a new employee, a Shop Steward shall be permitted up to ten (10) minutes on Employer time to provide new employees with an orientation and introduction to the Union, including the rights and responsibilities contained in this Collective Agreement.

### **2.03 No Discrimination for Union Activity**

No employee shall be discharged, disciplined or discriminated against for any lawful Union activity, for serving on a Union committee, or for reporting to the Union the alleged violation of any provision or provisions of this Agreement.

### **2.04 Deduction of Union Dues**

The Employer agrees to deduct from the wages of each employee the regular Union dues and Initiation Fees as designated by the Union.

Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction.

The Employer shall include Union Dues deductions on all T4 slips issued to employees.

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, such action taken or not taken by the Employer for the purposes of complying with this Article.

## **2.05 Shop Stewards Recognition**

The Employer agrees to recognize up to three (3) Shop Stewards, as elected by the membership or alternately designated by the Union. All Shop Stewards shall be employees of the Employer.

It is recognized that Shop Stewards have a special role in ensuring the operation of this Collective Agreement. Shop Stewards will be able to investigate employee grievances and complaints. It is understood that Shop Stewards will first seek the Employer's consent before carrying out their work on Employer time. Such consent shall not be unreasonably withheld.

A Shop Steward required to attend a grievance or discipline meeting during their scheduled shift shall do so with no loss of pay or seniority. A Shop Steward agreeing to the Employer's request to attend a grievance or discipline meeting outside their scheduled shift shall be paid in accordance with the minimum pay provisions of this Agreement.



## **2.06 Union Access**

For the purpose of observing working conditions and enforcing this Collective Agreement, a duly authorized Union Representative shall be permitted to attend the workplace at any reasonable time. The Union Representative will make every effort to ensure that the timing and frequency of their visits are reasonable and appropriate so as to minimize disruption to service.

The Union Representative shall advise the Manager on duty upon arrival, and there shall be no disruption of employees' duties as a result of their visit.

In the event that a Union Representative wishes to discuss a matter with an employee on Employer time, such discussion will be:

- Planned so as to occur on an employee's break time wherever practical;
- Not more than five (5) minutes in duration, except with a manager's prior approval;
- Without disruption of an employee's duties or service to customers;
- Held in an area of the restaurant designated by management.

## **2.07 Union Bulletin Board**

The Employer agrees to provide an accessible protected Union Bulletin Board in a mutually agreed

location on the Employer's premises. The Union shall have the right to post notices and materials as may be of interest to Employees. It is not the intention of the Union to post anything objectionable to the Employer.

## **2.08 Union Insignia or Decals**

The Employer agrees to display the official Union Decal or Union Card of the Union in a location where it can be seen by customers. Such decal shall be of a form and size acceptable to Management and posted in a place approved by the Employer.

## **2.09 Union Information**

Upon request, the Employer will provide the Union Representative with information relevant to the conduct of the Union's duties under this Collective Agreement.

Without limiting the generality of the foregoing, such requests may include the following information:

- Full employee discipline and personnel files;
- Submitted employee availability forms and other time and attendance records;
- Payroll records;
- Employment offers and other documents related to immigration and employment schemes;
- Policies and procedures of the Employer;
- Documentation related to the collection of gratuities;

- Posted and finalized work schedules;
- Vacation schedules and documented requests;
- Call-in and overtime offer documentation.

## **2.10 Seniority List**

On a quarterly basis, the Employer shall provide to the Union a list of bargaining unit employees which will include names, addresses, telephone numbers, email addresses, wage rates, seniority dates and classifications.

## **2.11 Union Leave – Long-Term**

Upon request by the Union, the Employer shall grant a Leave of Absence without pay of up to three (3) years to a member of the Union who is selected or elected to a full-time position with the Union, the BC Federation of Labour, or the Canadian Labour Congress.

At the time of making the request, the Union will provide the Employer with the expected start and end time for the leave, which may be adjusted only by mutual agreement between the Union and the Employer.

An employee who obtains such Leave of Absence shall maintain their employment status and seniority so long as they immediately return to the employ of the Employer at the end of the granted Leave.

An additional extension of such Leave of Absence may be requested by the Union. Such extension shall be granted at the discretion of the Employer. It is understood that the maximum continuous period of leave(s) shall be six (6) years.

## **2.12 Union Leave – Short-Term**

The Employer shall grant a Leave of Absence without loss of pay, seniority, or benefits to employees selected to attend Union Conventions, participate in negotiations involving the Employer, and other Union business. Such Leaves of Absence shall be considered time worked for the purposes of this Agreement.

The Employer shall invoice the Union for the cost of the Leave of Absence, such costs to include the employee's wages, gratuities, CPP, Employment Insurance, vacation pay, and any other benefits applicable to the shifts the employee would have worked but for the Leave of Absence.

## **2.13 Notice of Union Leave**

The Union shall provide the Employer with no less than fourteen (14) days' written notice of Union Leave. Should the Employer be unable to replace the employee due to operational requirements, the Union and the Employer will meet to discuss the matter to find a mutually agreeable solution.

## **ARTICLE 3 – HOURS OF WORK, SCHEDULING, AND OVERTIME**

---

### **3.01 Pay for Time Worked**

All employees shall be paid for all time worked.

Employees will only work their scheduled hours, and an employee's schedule will not be changed except by mutual agreement between the Employer and the employee.

Records of employees' time worked, including punch clock details or other means of recording employee time, shall be retained by the Employer and shall be provided to the Union upon request.

### **3.02 Hours Per Day and Per Week**

Sunday shall be considered the first (1<sup>st</sup>) day of work for the work week.

The regular hours of work shall not exceed forty (40) hours per work week and eight (8) hours in a shift.

An employee's days off shall be consecutive unless mutually agreed otherwise between the Employer and the employee.

The Employer will not schedule an employee to work more than five (5) days in a work week.

If requested by the Employer, and if the employee agrees, more than seven (7) consecutive days in two (2) work weeks may be scheduled. The eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) shifts shall be paid at double (2x) the regular rate of pay.

### **3.03 Overtime – 1.5x**

All time worked in excess of eight (8) hours per shift or forty (40) hours per work week shall be considered overtime and shall be paid at time and one-half (1.5x) the employee's regular rate of pay.

### **3.04 Overtime – 2x**

All time worked in excess of ten (10) hours per shift or seventh (7<sup>th</sup>) shift in a work week shall be paid at double (2x) the employee's regular rate of pay.

### **3.05 Overtime – Recording**

Overtime shall be recorded daily on the time sheets or Point of Sale (POS) system and will be paid on the pay period in which the overtime occurs. Overtime records shall be made available to the Union Representative upon request.

### **3.06 Overtime – How Assigned**

Overtime is voluntary.

When scheduled hours are not filled due to an unexpected absence of an employee, or in an emergency, the Employer will make every reasonable effort to offer those hours to other members of the bargaining unit to avoid working short and to ensure the safe, proper, and efficient operation of the business.

The Employer will offer overtime by seniority on the following basis:

1. To employees within the classification and who are on shift at the time the overtime is needed; then
2. To employees in any classification and who are on shift at the time the overtime is needed; then
3. To employees within the classification and who are not on shift at the time the overtime is needed; and then
4. To employees in any classification and who are not on shift at the time the overtime is needed.

### **3.07 Overtime – Rest Period**

An employee accepting overtime that is expected to exceed two (2) hours shall be provided a fifteen (15) minute paid rest period within the first two (2) hours of overtime.

Further breaks shall be in accordance with the provisions of this Agreement.

### **3.08 Applicable Rate of Pay**

Employees requested to work outside of their classification shall be paid, for the entire shift and/or the applicable overtime period, the greater of either their regular rate of pay or the rate of pay applicable to the higher-rated classification.

### **3.09 Scheduling Hours**

Employees will declare their availability to work shifts in writing.

The Employer will schedule an employee's weekly work schedule based on their seniority and availability to work shifts.

Employees may be offered and may work unscheduled shifts (i.e. call in or overtime shifts) outside their declared availability. No employee will be required to work a shift where any portion falls outside their declared availability.



Nothing in this clause shall be deemed to prevent an employee from working more than those hours for which they have been scheduled, provided they do so with the approval of the Employer.

### **3.10 Minimum Weekly Hours**

Subject to each employee's declared availability, which shall be submitted by employees in writing, employees will be entitled to minimum weekly hours on a seasonal basis as follows:

#### **High Season (May – September and December)**

Full-Time Employees will be scheduled a guaranteed minimum of thirty-two (32) hours per week; and  
Part-Time Employees will be scheduled a guaranteed minimum of twelve (12) hours per week.

#### **Low Season (October – November and January – April)**

Full-Time Employees will be scheduled a guaranteed minimum of thirty (30) hours per week; and  
Part-Time Employees will be scheduled a guaranteed minimum of ten (10) hours per week.

Changing between full-time and part-time status shall be subject to the posting provisions of this Collective Agreement.

The parties agree that up to one (1) employee in each of the Bar and Host classifications may be exempted from this provision, provided that this exemption will not be used to circumvent the intention of this provision.

### **3.11 Shift Preferences**

Subject to the operational needs of the business, shift preferences shall be awarded by seniority to the greatest extent possible.

### **3.12 Requested Days Off/Shift Exchanges**

Employees may request specific days off in advance of the posting of the schedule. Such requests will be granted on a first-come-first-served basis subject to operational requirements.

In the event that the Employer is unable to grant an employee's Requested Days Off, the employee may make arrangements with another employee for a shift exchange.

It is understood that all shift exchanges are subject to prior management approval. Such approval shall not be unreasonably denied.

### **3.13 Posted Schedules**

The Employer shall post work schedules for the following one (1) week period by no later than 3:00 PM on the Wednesday of each week.

### **3.14 Schedule Changes**

Once posted, an employee's work schedule will not be changed without their agreement, unless such change is caused by an emergency, and the employee has been notified directly by the Employer by phone call or in person.

It is understood that the following means do not constitute proper notice of a schedule change: text message, voicemail, communication with someone other than the employee, or email.

Changes to the posted work schedule shall be noted in ink and signed by Management.

Work schedules shall be retained by the Employer for a period of one (1) year, and such documents shall be provided to the Union Representative, or their designate, upon request.

### **3.15 Daily Staff Adjustments**

When daily sales are lower than predicted, the Employer may end an employee's shift early.

In situations where there are two (2) or more employees on the same shift end time, the senior employee will be given the first choice to either stay or leave early.

Where no employee offers to end their shift early, the Employer will adjust by reverse seniority.

Where an employee is serving a table and their shift is being ended early, the employee may remain on shift for a thirty (30) minute period in order to provide an opportunity for the customer to cash out. At the end of that period, whether or not the customer has cashed out, the affected employee's shift will end.

### **3.16 Split Shifts**

Split shifts must fall within a twelve (12) hour period; shall not exceed eight (8) hours in duration; shall not be split more than once; and each segment must be a minimum of two (2) hours.

Where possible, the assignment of split shifts will be rotated among qualified employees.

### **3.17 Minimum Pay Guarantee**

Employees will receive their regular hourly rate of pay for all hours worked with a minimum of three (3) hours' pay. The Minimum Pay Guarantee shall be applicable to each portion of a split shift.

Scheduled shifts will not be cancelled except by mutual agreement between the Employer and the employee and with at least sixteen (16) hours' notice.

In the event that the Employer unilaterally cancels an employee's shift, the employee shall receive the corresponding compensation:

<b>Notice Provided for Cancelling Shift</b>	<b>Compensation</b>
Less than sixteen (16) hours prior to shift start time	One (1) hour's regular pay
Less than two (2) hours prior to shift start time	Two (2) hour's regular pay
No Notice	The greater of their hours worked or three (3) hours' regular pay

### **3.18 Call In Shifts**

In the event that additional shifts become available, the Employer will offer Call-in shifts to employees on the following basis:

1. First to employees, in seniority order, within the classification where the call-in is needed, provided the call-in shift would not result in overtime; then
2. To qualified employees, in seniority order, in any other classification, provided the call-in shift would not result in overtime; then

3. As an overtime shift consistent with the procedure set out in the Overtime provisions of this Agreement.

An employee's response to a call-in is voluntary.

When executing the Call-in procedure, should the Employer not hear back from an employee within five (5) minutes of its first Call-in attempt, the Employer shall proceed to the next employee on the Seniority List.

The Employer will maintain records of the Call-in procedure and will provide such documentation to the Union Representative upon request.

### **3.19 Unpaid Meal Period**

Employees working a shift of more than five (5) hours shall receive an unpaid meal period of not less than one-half (0.5) hour.

Employees called back to work from a meal period shall be considered not to have had any portion of the meal period. They shall be given their applicable meal period later in their shift.

### **3.20 Rest Periods**

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

### **3.21 Breaks Between Shifts**

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

A split shift is considered a single shift.

For clarity, this time period does not apply in cases of a Call-in.

### **3.22 Length of Shifts**

While the Employer may schedule shifts of various lengths as provided for in this Agreement, the Employer will endeavour to maximize the length of shifts before instituting shifts of lesser duration.

## **ARTICLE 4 – GENERAL HOLIDAYS**

---

### **4.01 General Holidays**

The following days shall be paid General Holidays:

New Year's Day	Labour Day
Family Day	National Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	

and any other day declared as a Statutory Holiday applicable to private sector employees by the Federal or Provincial governments.

General Holidays will be observed on the days in which they occur.

### **4.02 Holiday Pay – Entitlement**

Employees are entitled to Holiday Pay if they have worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the General Holiday and have been employed for at least thirty (30) days with the Employer.

### **4.03 Holiday Pay – Exclusions**

Employees who qualify for Holiday Pay under Article 4.02 shall not receive holiday pay if:



- a) They are scheduled to work the General Holiday and fail to do so, unless such absence is justified and reasonable; or
- b) They fail to work their scheduled shift immediately preceding and following the General Holiday(s), unless such absence is justified and reasonable.

#### **4.04 Holiday Pay – Calculation**

In calculating the number of days worked under Article 4.02 (Holiday Pay – Entitlement), the following will be counted:

- a) Scheduled shifts;
- b) Unscheduled shifts the employee worked; and
- c) Any shifts the employee would have worked but for:
  - i. Vacation taken, provided the employee had worked at least fifteen (15) of the thirty (30) day period preceding their vacation;
  - ii. A Holiday for which an employee was eligible to receive Holiday Pay;
  - iii. Paid Injury and Illness leave taken pursuant to this Collective Agreement; and/or
  - iv. Approved Union Leave where such leave is for three (3) consecutive weeks or less, provided the employee had worked at least fifteen (15)

of the thirty (30) day period preceding the Union Leave.

#### **4.05 Work on General Holiday**

In the event an employee works on a General Holiday and qualifies for Holiday Pay under Article 5.02, they shall be paid:

- a) Time and one-half (1.5x) their applicable hourly rate for all hours worked on the General Holiday; and
- b) An amount equal to the average number of hours (excluding overtime) worked per shift in the previous thirty (30) days multiplied by the average rate they were paid in the previous thirty (30) days.

#### **4.06 Work on General Holiday – Not Eligible**

In the event a non-probationary employee works on a General Holiday but is not eligible for Holiday Pay under Article 5.02, they shall be paid at the rate of time and one-half (1.5x) their applicable hourly rate for all hours worked on the General Holiday.

#### **4.07 General Holiday on Day Off**

In the event a General Holiday falls on a day an employee is not scheduled to work or is on vacation, they will be paid Holiday Pay, provided they are eligible for Holiday Pay under Article 4.02.

## ARTICLE 5 – ANNUAL VACATIONS

---

### 5.01 Vacation Entitlements

A new employee with less than one (1) year of continuous service shall accumulate vacation pay entitlements at the rate of four percent (4%) of their wages during their first (1<sup>st</sup>) year of employment. During their first (1<sup>st</sup>) year, they shall be entitled to take unpaid vacation time off on a pro-rated basis up to a possible maximum of two (2) weeks.

Upon completion of one (1) year of continuous service, an employee's annual vacation pay and time entitlements shall be in accordance with the following table:

Continuous Service	Vacation Pay Entitlement	Vacation Time Off
One (1) or more years but less than four (4) years	Four percent (4%) of wages paid in the previous year	Two (2) weeks
Four (4) or more years	Six percent (6%) of wages paid in the previous year	Three (3) weeks

## 5.02 Definitions

The following definitions will apply to the interpretation of this Article (Vacations):

- a) “Continuous service” will mean the period starting from an employee’s date of hire up to the date the vacation is taken.

Service will be considered continuous during periods of vacation, Maternity, Parental, and Adoption Leave, Injury and Illness Leave, Union Leave, and any Leave of Absence approved under this Collective Agreement.

- b) Employees will accumulate vacation pay entitlements from their date of hire but will not be entitled to take paid vacation until they have completed one (1) year of continuous service.
- c) An employee is entitled to take their vacation in periods of one or more weeks.
- d) All vacation time taken shall be considered time worked for the purposes of this Collective Agreement.
- e) No employee shall be required to take vacation time for which they have not accumulated sufficient vacation pay to cover the time off.

- f) “Vacation pay,” Holiday Pay, and other paid Leaves of Absence (i.e. Injury and Illness Leave, Union Leave, etc.) constitutes wages and will be included in calculating an employee’s vacation pay entitlement. It is understood that gratuities are not considered wages and do not count towards vacation pay.
- g) The Employer will pay an employee vacation pay at least seven (7) days before the beginning of the employee’s vacation or on the employee’s scheduled payday, whichever comes first.

### **5.03 Vacation Pay upon Termination**

Employees who cease employment part of the way through the year shall be paid out their appropriate vacation pay accrued but not taken up to the date of termination. This shall be paid on their last pay cheque.

### **5.04 Vacation Schedule**

Vacations may be taken at any time during the year.

Vacation schedules, running from April 1<sup>st</sup> of the current year to March 31<sup>st</sup> of the next year, and a Seniority List showing each employee’s name, classification, and vacation time entitlement, will be placed on the bulletin board no later than January 1<sup>st</sup> of each year.

Employees, separated by front and back of the house, will have until February 15<sup>th</sup> to record their choice of vacation time.

Vacation time off shall be granted on the basis of seniority with consideration given to operational requirements. Overlapping vacation requests of employees may not be granted if the Employer can show that granting them will cause undue hardship to the operation. Vacation time off shall be confirmed on an approved vacation calendar posted by no later than March 15<sup>th</sup> of each year.

After February 15<sup>th</sup>, employees who have not recorded their choice will not be able to exercise seniority rights for vacation purposes, and vacation requests will be approved on a first-come-first-served basis.

Selection of vacation time shall be by seniority in their classification.

## **ARTICLE 6 – DIGNITY AND RESPECT**

---

The Employer recognizes the vital role that employees play in the success of the business.

The Employer agrees that all employees will be treated with fairness, dignity, and respect.

The Employer recognizes the need to hire, retain and promote only those who observe and respect the above rights.

## **ARTICLE 7 – OCCUPATIONAL HEALTH AND SAFETY**

---

### **7.01 Employer Responsibilities**

The Employer agrees that it is the responsibility of the Employer to abide by all applicable legislation and regulations, including the obligation to:

- a) make reasonable provisions for the Health and Safety of all employees during the hours of their employment;
- b) inform employees of health and safety hazards related to their work;
- c) remedy hazardous conditions;
- d) provide safety equipment; and
- e) provide proper training and instruction to employees on safe work practices.

### **7.02 Joint Health and Safety Committee**

It is agreed that there shall be a Worker Health and Safety Representative, who shall have the same duties, functions, and entitlements as a Joint Health and Safety Committee as set out in this Article and in the legislation.

The Worker Health and Safety Representative shall conduct inspections and make reports, at a minimum, on a bi-monthly basis and shall have access to the support of the Employer and the Union Representative in carrying out their role.

In the event that there are twenty (20) or more employees at the workplace, the Employer shall advise the Union, and the parties shall establish a Joint Health and Safety Committee of not more than two (2) employees selected by the Union and not more than two (2) Employer Representatives, who shall meet, at a minimum, on a bi-monthly basis.

It is agreed that a primary function of this Committee is to examine, discuss, investigate and make recommendations on all health and safety matters.

Minutes of these meetings shall be kept and copies posted in the workplace with copies forwarded to the Employer and the Union.

The Employer will provide information and updates as to the status of Committee recommendations prior to the next scheduled meeting of the Committee.

Time spent carrying out the responsibilities of the Committee shall be considered time worked will be paid in accordance with this Collective Agreement.

### **7.03 Committee Training**

Each Joint Health and Safety Committee member is entitled to eight (8) hours of leave per year to attend occupational health and safety training courses covering the following topics:

- The duties and functions of a joint committee



- The rules of procedure of the joint committee
- The requirements around conducting incident investigations
- The requirements around conducting regular workplace inspections, and how to make regular inspections
- The requirements around responding to a refusal of unsafe work
- The requirements for annually evaluating the joint committee

#### **7.04 Involvement of Union Representative**

A UFCW Local 247 Union Representative shall be entitled to attend meetings of the Joint Health and Safety Committee.

#### **7.05 Right to Refuse Unsafe Work**

No employee shall be discharged, penalized or disciplined for refusing to carry out any work process or operate any equipment where they have a reasonable cause to believe that it would create an undue hazard to the health or safety of any person.

There shall be no loss of pay, seniority or benefits during the period of refusal. However, the employee is required to immediately report the circumstances of the unsafe condition to the Employer, who will immediately investigate the matter, attempt to resolve it, and report back to the employee.

## ARTICLE 8 – WORKPLACE FREE FROM HARASSMENT

---

### 8.01 Discrimination/Harassment Prohibited

The Employer, with the cooperation of the Union, will promote a work environment that is free from discrimination and harassment where all employees are treated with dignity and respect.

Discrimination relates to any of the prohibited ground contained in the *BC Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political beliefs, gender identity or expression, Indigenous identity, and criminal or summary offence unrelated to their employment.

Discrimination does not include actions occasioned through the good faith exercising of the Employer's managerial or supervisory rights and responsibilities.

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights*

*Code*, however, an employee shall not be entitled to duplication of process.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to the Grievance Procedure in this Collective Agreement.

## **8.02 Bullying**

Bullying is one form of harassment that creates a harmful work environment. The Employer recognizes the right of employees to work in an environment free from bullying.

For the purposes of this clause, “bullying” refers to vexatious behaviour by another person that affects an employee’s psychological or physical well-being, including without limitation hostile conduct, comments, actions or gestures towards or about an employee. It may be a repeated or a single incident.

The parties agree there is a need to take responsible action to prevent bullying and misuse of managerial/supervisory authority and whenever they become aware of such behaviour, put a stop to it.

### **8.03 Misuse of Managerial Authority**

Employees have a right to a workplace where managerial authority is used reasonably and in a manner that is not discriminatory.

For the purposes of this article, misuse of managerial authority refers to a person with managerial or supervisory authority over the complainant exercising that authority in a manner which serves no legitimate work purpose which a reasonable person would consider inappropriate.

Misuse of managerial/supervisory authority does not include the good faith exercise of the Employer's managerial/supervisory rights and responsibilities, nor does it include a single incident of a minor nature where the harm, by any objective standard, is minimal.

### **8.04 Sexual Harassment**

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work-related consequences;
- unwelcome remarks, questions, jokes or innuendos of a sexual nature, including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging;
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

## **8.05 Complaint Procedure**

Any employee may make a complaint of discrimination or harassment under this Article, including sexual harassment, without fear of repercussions.

All persons involved in the handling of such a complaint shall hold in the strictest confidence all information of which they become aware.

### **Informal Discussion**

Before proceeding to the formal complaint mechanism, an employee who believes they have a complaint of harassment or discrimination may approach the Employer, a Shop Steward, Union Representative, or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

### **Formal Complaint**

If the matter is not resolved to the employee's satisfaction, then the employee, with or without the assistance of a Shop Steward or Union Representative, will present their written complaint to a manager not involved in the matter, for assistance in resolving the issue.

A written complaint shall specify the details of the allegation(s) including:

- name and title of the respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;

- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any);
- prior attempts to resolve (if any).

The manager will investigate the allegation and will immediately notify the Union that an investigation is underway.

## **Outcome**

During the investigation, the manager will take steps to resolve the concern as appropriate and will discuss any proposed resolution with the employee.

The employee may, at their discretion, have a Union Representative or Shop Steward present during these discussions.

The manager will provide a written report detailing the outcome of their investigation within thirty (30) days of the issue being formally raised by the employee or such later date as mutually agreed by the Employer and the Union.

## **Unresolved Complaints**

If the proposed resolution is not acceptable to the complainant or respondent, the Union may refer the matter, in writing, to a mutually agreed Arbitrator after receiving the Employer's response.

The Arbitrator will adjudicate the matter and make a determination as to whether discrimination and/or harassment has occurred and may issue any remedy deemed appropriate upon the hearing of the matter.

### **Interim Measures**

Pending the determination of the complaint, the Employer may take interim measures to separate those involved in a complaint, if deemed necessary. Any such action taken will not be deemed disciplinary in nature, nor seen as the presumption of guilt or innocence.

## **8.06 Workplace Violence**

Workplace violence includes attempted or actual assault, or any threatening statement or behaviour, towards an employee by any person other than another employee which gives the employee reasonable cause to believe that they are at risk of injury. Any incident is considered workplace violence if it arises out of the worker's employment.

The Employer agrees that it is the responsibility of the Employer to abide by all applicable WorkSafeBC and other legislation related to the prevention of violence in the workplace.

Any employee who is subject to an act of violence or a threatened act of violence should report the matter to



their Manager who shall take appropriate action consistent with the applicable legislation.

## **ARTICLE 9 – GENERAL PROVISIONS**

---

### **9.01 Applicable Legislation**

All legislation applicable to the workplace shall be deemed part of this Collective Agreement as a minimum requirement.

### **9.02 Paydays and Wage Statements**

The Employer agrees to pay employees on the following schedule:

- From the first (1<sup>st</sup>) to the fifteenth (15<sup>th</sup>) day of each month on the twentieth (20<sup>th</sup>) day of the same month; and
- From the sixteenth (16<sup>th</sup>) day to the end of each month on the fifth (5<sup>th</sup>) day of the following month.

Payment will continue to be by cheque. If it is possible for the Employer to do so, the Employer will pay employees by Direct Deposit.

On every payday, the Employer will provide each employee a written statement for the pay period stating:

- a) The employer's name and address;
- b) The hours worked by the employee;
- c) The employee's wage rate;
- d) The employee's overtime wage rate(s);
- e) The hours worked by the employee at the overtime wage rate(s);
- f) Any other payment to which the employee is entitled (i.e. General Holiday Pay, Vacation Pay, etc.);
- g) The amount and purpose of each deduction from wages; and
- h) The employee's gross and net wages.

### **9.03 Payroll Errors**

Payroll errors will be rectified in an expeditious manner. Any payroll errors in excess of one hundred dollars (\$100.00) will be paid to an employee on a separate cheque or on the next payroll date, whichever is sooner. Failure to correct payroll errors consistent with this clause will incur a ten percent (10%) penalty.

### **9.04 Deductions**

The Employer will not make deductions from an employee's wages for any purpose except as permitted by the *Employment Standards Act* or any other law of British Columbia or Canada.

Deductions that are not permitted include expenses arising from theft, damage, breakage, or a customer's failure to pay.

## **9.05 Uniforms, Special Clothing, and Equipment**

All special articles of wearing apparel directed by the Employer to be worn by employees while on duty shall be supplied and laundered by the Employer free of cost to the employees. The same shall apply to uniforms should the Employer direct employees to wear a uniform.

The Employer will not require employees to wear styles of clothing that an employee feels is inappropriate.

The Employer shall furnish all equipment necessary for the work of the employees using them. This shall include, without limitation, hairnets, knives, steels, whetstones, etc. Such tools and working equipment shall remain property of the Employer.

## **9.06 Floats**

As long as the Employer presents cash as an option for customers, it recognized that it is the responsibility of the Employer to provide change to customers who choose to pay with cash.

While it is not required, employees may bring a float to provide change to customers. In the event that an

employee is unable to provide a float, the Employer will facilitate providing change to customers.

## **9.07 Meals**

Employees who work the majority of their shift in the Server, Host, Bartender, Passador classifications may consume meals at the workplace but shall be charged five dollars (\$5.00) per meal, which employees can either pay directly or authorize in writing to have deducted from their pay.

There will be no deduction of monies for employees' meals consumed at the workplace while on the day of a shift provided the employee has worked the majority of their shift in one of the following positions: Dishwasher, Line Cook, and Cook.

Passadores who have performed skewering duties during a shift will not be charged for a meal consumed on the day of that shift.

In the event that an employee is found to have been abusing the meal policy (i.e. taking food or drinks for consumption away from the premises, consuming leftover food items or food not expressly provided as part of the authorized meal service, etc.), the Employer shall advise the employee of the issue and give notice that further instances of abuse may result in discipline.

## **9.08 Pay For Meetings/Training**

Employees requested by the Employer to attend staff meetings, or who are required by the Employer to take courses to upgrade their skills or learn new jobs, will be paid at the appropriate rate under this Collective Agreement. Courses fees, such as First Aid or FoodSafe (Food Handler) Certification, will be paid by the Employer.

## **9.09 Joint Labour-Management Committee**

The Parties to this Agreement agree to establish a Joint Management Union Committee which will meet semi-annually. The Committee may agree to meet more frequently.

The purpose of these meetings shall be to examine, discuss and make recommendations to the Parties on all matters of mutual interest, such as accident prevention, workload issues, environmental issues, employee/Employer relations, including wherever possible, advance notice of matters likely to significantly affect employee working conditions.

Minutes of these meetings shall be kept and copies posted on all bulletin boards within one (1) week of their occurrence.

## **9.10 Secure Personal Items**

The Employer will ensure that there are sufficient facilities for employees to securely store their personal valuables while on shift. Employees will provide their own locks. Unless they are scheduled to work the next day, employees will remove their locks at the end of each shift.

In the event that there is found to be abuse of the storage facilities, the Employer may remove the lock of an employee.

## **9.11 Picket Lines**

The Employer agrees that in the event of a legal picket line of another trade union at any place of business connected to the Employer's operation, the Employer will in no way require or force members to work behind such a picket line or handle such goods connected to the Employer involved in the dispute. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at their place of work.

## **9.12 Adequate Time for Closing**

The Employer will ensure there are adequate staffing levels to close the restaurant at night. It is understood that adequate staffing may be impacted by the timing and intensity of busy periods, the extent to which

employees have been trained to complete closing tasks, and other unusual circumstances.

If there are not enough staff assigned to close, then Employer will extend the hours of employees required to stay.

In the event that hours are being extended frequently, the issue may be discussed by the parties at Joint Labour-Management Meetings.

### **9.13 No Strikes or Lockouts**

There must be no strikes or lockouts so long as this agreement continues to operate.

## **ARTICLE 10 – SENIORITY AND JOB SECURITY**

---

### **10.01 Seniority**

For the purposes of this Collective Agreement, seniority shall be defined as the length of an employee's continuous service with the Employer commencing with their date of hire.

### **10.02 Termination of Employment and Seniority**

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

- a) Discharge for just and reasonable cause and not reinstated under the terms of this Agreement;

- b) Voluntary termination of employment;
- c) Continuous absence for more than three (3) shifts without permission of the Employer, unless the employee was absent for reasons beyond their control;
- d) Continuous layoff for a period exceeding six (6) months for employees with less than three (3) years of seniority or fifteen (15) months for employees with three (3) or more years of seniority;
- e) A failure to return to work within four (4) working days after being recalled from layoff, without just and reasonable cause. Just and reasonable cause will include refusal of a recall of less than four (4) continuous weeks of work of less than the average number of hours the employee had worked in the four (4) weeks prior to their layoff.

In the event that an employee must arrange air travel in order to return to work, they will not be considered to have failed to return to work provided they have made reasonable efforts to book their return within four (4) working days and be available to start work within two (2) weeks. Each such circumstance will be dealt with on a case-by-case basis, and the Employer will be reasonable.



### **10.03 Layoff and Closure Notice**

- a) In the event of a layoff or closure, the Employer agrees to provide employees and the Union with as much notice as possible.
- b) In any event, in addition to their wages, the Employer will provide each employee with notice or pay in lieu thereof in accordance with the following schedule:
  - i) Less than three (3) months of service – No notice required
  - ii) Up to one (1) year of continuous service – One (1) week of notice or pay in lieu thereof;
  - iii) More than one (1) year of continuous service but up to three (3) years of continuous service – Two (2) weeks' notice or pay in lieu thereof;
  - iv) More than three (3) years of continuous service – Three (3) weeks' notice or pay in lieu thereof, plus one (1) week of notice or pay in lieu thereof for each year of employment to a maximum of eight (8) weeks.

The period of notice shall not coincide with an employee's annual vacation.

## **10.04 Layoff Procedure**

When layoffs occur, the following procedure will be followed:

- a) First, the Employer will solicit volunteers to accept a layoff by placing a notice in the workplace for a period of no less than forty-eight (48) hours and with notice to the Union. After the notice period, layoffs will be granted amongst the volunteers on a first-come-first-served basis; should further layoffs still be required, then;
- b) Part-time employees in reverse order of seniority, then;
- c) Full-time employees in reverse order of seniority.

The Employer will provide the Union with as much notice as possible in advance of announcing layoffs.

## **10.05 Recall Procedure**

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

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

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

#### **10.06 Recall Order**

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

#### **10.07 Recall Procedure During Emergencies**

When employees are laid off due to a declared state of emergency for a period of greater than three (3) months, the Employer will meet with the Union to assess and review the provisions of Article 11.

Temporary changes for the affected employees may be made by mutual agreement.

#### **10.08 Severance**

In the event of closure of the business, the Employer will provide severance pay consistent with the provisions of the *BC Employment Standards Act*.

## **ARTICLE 11 – DISCIPLINE**

---

### **11.01 No Discrimination for Union Activity**

No employee shall be discriminated against or disciplined for their lawful union activity, including the reporting of a matter to the Union or the filing of a grievance under this Collective Agreement.

### **11.02 Just and Proper Cause**

No employee shall be disciplined or discharged except for just and proper cause. It is understood that the Employer bears the onus of demonstrating just and proper cause for discipline on a balance of probabilities.

Disciplinary measures taken will be appropriate to their cause and consistent with the principles of progressive discipline.

### **11.03 Right to Representation**

No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a Shop Steward or UFCW Local 247 Union Representative.

Where appropriate, discipline shall be conducted on Employer time and with at least twenty-four (24)

hours' notice to allow for union representation to be arranged.

A "disciplinary interview" is defined as a meeting with an employee where the Employer is investigating a circumstance in which it reasonably expects that the circumstances may lead to discipline.

It is understood that the right to representation is mandatory, and any discipline issued without adherence to this clause will be deemed null and void ab initio.

In circumstances in which the Employer reasonably believes that an employee must be suspended immediate because of the nature of the alleged conduct, the Employer may suspend the employee with or without Union Representation pending a further investigation. It is understood that the provisions of this clause will apply to all subsequent discussions with the affected employee, including the disciplinary interview and meeting to issue the discipline.

#### **11.04 Discipline and Personnel Records**

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

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

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

#### **11.05 Discipline Records Removed**

Disciplinary letters will be removed from an employee's personnel file after twenty-four (24) months from the date of issue, provided that there has not been any further instance of discipline similar in nature involving the employee.

#### **11.06 Disciplinary Letters to Union**

Any and all disciplinary records shall be in writing and shall be provided to the employee and to the Union. They shall set out the reasons for the discipline and outline in significant detail all particulars and reliance evidence establishing just and proper cause.

#### **11.07 Fresh Start**

The Employer agrees that any discipline records placed by the Employer in an employee's file issued prior to the ratification of this first Collective Agreement shall be expunged and shall not be relied upon for any purpose. This shall exclude attendance records.

## **11.08 Probationary Period**

Employees will be considered to be on probation until they have actually worked one hundred and thirty (130) hours.

During the probationary period, an employee may be dismissed by the Employer for reason of being unsuitable for further employment. A probationary employee shall not have access to the Grievance Procedure under this Collective Agreement but shall retain all other statutory rights.

The probationary period may be extended by mutual agreement between the Union and the Employer.

## **ARTICLE 12 – LEAVES OF ABSENCE**

---

### **12.01 Statutory Leaves of Absence**

The statutory job-protected leaves of absence set out in this provision, including future legislated improvements for employees under the *BC Employment Standards Act*, are incorporated into the Collective Agreement.

As a point of information, employees may qualify for Employment Insurance payments when taking certain statutory leaves of absence.

The Employer will assist employees by providing, where applicable, Records of Employment to Service Canada promptly.

## **12.02 Injury and Illness Leave**

Employees shall be entitled to up to five (5) days of paid and up to five (5) days of unpaid injury and illness leave, which shall be administered consistent with the provisions of the *BC Employment Standards Act*.

## **12.03 Maternity Leave**

a) A pregnant employee who requests Maternity Leave is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins:

- i. no earlier than thirteen (13) weeks before the expected birth date, and
- ii. no later than the actual birth date

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

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



- c) An employee who requests Maternity Leave after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- d) An employee who requests Maternity Leave is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's leave ends.
- e) A request for leave must:
  - i. be given in writing to the employer,
  - ii. if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - iii. if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave above.
- f) If an employee on leave proposes to return to work earlier than six (6) weeks after giving birth to the child, the employer may require the employee

to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

## **12.04 Parental Leave**

An employee who requests Parental Leave is entitled to:

- a) for a parent who takes Maternity Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the Maternity Leave;
- b) for a parent, other than an adopting parent, who does not take Maternity Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children; and
- c) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
- d) If the child has a physical, psychological, or emotional condition requiring an additional period

of parental care, an employee who requests leave under this subsection is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken above.

e) A request for leave must:

- be given in writing to the employer,
- if the request is for leave taken in relation to an adoption, be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
- if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

An employee's combined entitlement to Maternity and Parental Leave is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under those specific provisions.

## **12.05 Family Responsibility Leave**

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

- the care, health or education of a child in the employee's care, or

- the care or health of any other member of the employee's immediate family.

## **12.06 Compassionate Care Leave**

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

- the date the certificate is issued, or
- if the leave began before the date the certificate is issued, the date the leave began.

The employee must give the employer a copy of the certificate as soon as practicable.

An employee may begin Compassionate Care Leave no earlier than the first (1<sup>st</sup>) day of the week in which the twenty-six (26) week period above begins.

A Compassionate Care Leave ends on the last day of the week in which the earlier of the following occurs:

- the family member dies; or
- the expiration of fifty-two (52) weeks from the date the leave began.

A leave taken under this section must be taken in units of one (1) or more weeks.

If an employee takes a leave under this section and the family member does not die within the twenty-six (26) week period, the employee may take a further leave after obtaining a new certificate to apply to the further leave.

## **12.07 Critical Illness or Injury Leave**

An employee who requests Critical Illness or Injury Leave is entitled to an unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate that must:

- state that the baseline state of health of the family member has significantly changed and the life of the family member is at risk as a result of an illness or injury;
- state that the care or support required by the family member can be met by one or more persons who are not medical professionals; and
- set out the period for which the family member requires care or support.

Critical Illness Leave shall be up to thirty-six (36) weeks of unpaid leave to provide care or support to a family member who is under nineteen (19) years of age at the start of the leave and/or up to sixteen (16) weeks of unpaid leave to provide care or support to a family member who is nineteen (19) years of age or older.

If a medical certificate sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks specified above, the employee:

- is entitled to take the leave only up to the number of weeks indicated in the certificate; and
- may, respecting the leave, obtain one or more additional certificates, but the employee's entitlement to the leave does not exceed the maximum number of weeks specified above.

The employee must give the employer a copy of the certificate as soon as practicable.

An employee may begin a leave under this section respecting a family member no earlier than the earlier of the following:

- the first (1<sup>st</sup>) day of the week in which the certificate is issued;
- the first (1<sup>st</sup>) day of the week in which the baseline state of health of the family member significantly changes and the life of the family member is at risk as a result of an illness or injury.

A leave under this provision ends on the last day of the week in which the earlier of the following occurs:

- the family member in respect of whom the leave is taken dies; or

- the expiration of fifty-two (52) weeks from the date the leave began.

A leave taken under this provision must be taken in units of one (1) or more weeks.

If an employee takes a leave under this provision and, at the time referred to above, the life of the family member remains at risk as a result of the illness or injury, the employee may take a further leave after obtaining a new certificate.

## **12.08 COVID-19-Related Leave**

An employee who requests leave due to COVID-19 will receive leave consistent with the public health guidelines and orders applicable at the time the leave was required.

## **12.09 Reservists' Leave**

An employee who is a reservist and who requests leave under this section is entitled to unpaid leave without loss of seniority if:

- the employee is deployed to a Canadian Forces operation outside Canada or is engaged, either inside or outside Canada, in a pre-deployment or post-deployment activity required by the Canadian Forces in connection with such an operation; or

- the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath.

An employee who is a reservist is entitled to take leave under this section for the prescribed period or, if no period is prescribed, for as long as 7 (a) (i) or (ii) applies to the employee.

A request for leave must:

- be in writing,
- be given to the employer,
- be given at least four (4) weeks before the employee proposes to begin leave, unless:
  - the employee receives notice of the deployment less than four (4) weeks before it will begin, then as soon as practicable after the employee receives the notice, or
    - within the prescribed period, and
    - include the date the employee proposes to begin leave and the date the employee proposes to return to work.

If circumstances require leave to be taken beyond the date specified in the initial request, the employee must:

- notify the employer of the need for the extended leave and of the date the employee now proposes to return to work, and



- provide the notice required in (c) above at least four (4) weeks before the date the employee had proposed in the initial request to return to work. If the employee receives notice of the extended deployment less than four (4) weeks before the initial return date, then they will provide the notice required in (c) above as soon as practicable after the employee receives the notice.

If an employee who is a reservist proposes to return to work earlier than specified in the request, the employee must notify the employer of this proposal at least one week before the date the employee proposes to return to work.

An employer may require an employee who takes leave under this section to provide further information respecting the leave.

If an employer requires an employee to provide further information, the employee must:

- provide the prescribed information in accordance with the regulations, or
- if no information is prescribed, provide information reasonable in the circumstances to explain why the leave applies to the employee and provide it within a reasonable time after the employee learns of the requirement for Reservists' Leave.

## **12.10 Leave Respecting Disappearance of Child**

### **Definitions**

In this provision:

- "child" means a person under nineteen (19) years of age;
- "crime" means an offence under the Criminal Code other than an offence prescribed by the regulations made under section 209.4 (f) of the Canada Labour Code.

If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to fifty-two (52) weeks.

If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave.

A leave must be taken during the period that starts on the date the child disappears and ends on the date that is fifty-three (53) weeks after the date the child disappears.

A leave may be taken by the employee in:

- one unit of time, or

- more than one unit of time, with the employer's consent.

A leave ends on the earliest of the following dates, if any apply:

- the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
- the date the employee is charged with a crime that resulted in the disappearance of the child;
- the date that is fourteen (14) days after the date on which the child is found alive;
- the date on which the child is found dead;
- the date that is the last day of the last unit of time in respect of which the employer consents to the leave.

If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

### **Leave Respecting Death of Child**

If a child of an employee dies and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to one hundred and four (104) weeks.

If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.

A leave must be taken during the period that starts:

- on the date the child dies, or
- on the date the child is found dead, in the case of the child disappearing before the child dies, and ends on the date that is one hundred and five (105) weeks after the date of the death or disappearance.

A leave under subsection (1) may be taken by the employee in:

- one unit of time, or
- more than one unit of time, with the employer's consent.

A leave ends on the earlier of the following dates, if any apply:

- the date the employee is charged with a crime that resulted in the death of the child;
- the date that is the last day of the last unit of time in respect of which the employer consents.

If requested by the employer, the employee must, as soon as practicable, provide to the employer

reasonably sufficient proof that the employee's child is dead.

## **12.11 Leave Respecting Domestic or Sexual Violence**

### **Definitions**

In this provision,

- "child" means a person under nineteen (19) years of age;
- "domestic or sexual violence" includes, with or without an intent to harm an intimate partner or family member,
  - physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
  - sexual abuse by any person,
  - attempts to commit:
    - physical abuse by an intimate partner or by a family member, or
    - sexual abuse by any person, and
    - psychological or emotional abuse by an intimate partner or by a family member, including:
- intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,
- unreasonable restrictions on, or prevention of, financial or personal autonomy,

- stalking or following, and
- intentional damage to property;
- "eligible person" means, with respect to an employee,
  - a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,
  - a person who
    - is nineteen (19) years of age or older,
    - is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
    - is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
    - a prescribed person;
- "family member" means any of the following:
  - with respect to a person,
    - the spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
    - an individual who lives with the person as a member of the person's family;
    - any other individual who is a member of a prescribed class;
- "intimate partner" means, with respect to a person, any of the following:
  - an individual who is or was a spouse, dating partner or sexual partner of the person;

- an individual who is or was in a relationship with the person that is similar to a relationship described above.
- In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" above, a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual violence experienced by any of the following individuals:
  - an intimate partner of the child;
  - a family member of the child.

If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:

- to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
- to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
- to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;

- to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
- to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
- any prescribed purpose.

If an employee requests leave under this provision, the employee is entitled during each calendar year to:

- i) up to five (5) days of paid leave,
- ii) up to five (5) days of unpaid leave, and
- iii) up to fifteen (15) weeks of additional unpaid leave.

Such leave may be taken by the employee in a fraction or in one or more units of time.

An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic or sexual violence against the eligible person.

If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.

The Employer agrees that requests for sick leave, vacation, and any other paid leaves of absence



submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

The Employer further agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.

## **12.12 General Leave of Absence**

An employee may request a Leave of Absence. The request, in writing to the Employer, shall identify the date on which the leave will start; the date the employee will resume work; and the reasons for the leave.

The request for a Leave of Absence will be presented at least twenty-one (21) calendar days before the leave is to commence and the employee shall be advised of the Employer's decision within a reasonable amount of time after such presentation but no later than fourteen (14) days prior to the commencement date of the leave.

The granting of a Leave of Absence remains within the discretion of the Employer.

No leave will be unreasonably denied. The Leave of Absence shall be without pay and does not constitute a break in seniority or service with the Employer.

## **12.13 Jury Duty**

An employee with one (1) year of continuous service who is called for Jury Duty or is subpoenaed to be present in court as a witness will receive for each day of absence from work by reason of the subpoena or the Jury Duty, the difference between pay lost, computed at that employee's regular hourly wage for the number of normal hours the employee otherwise would have worked, exclusive of overtime and the amount of jury fee received.

## **12.14 Bereavement Leave**

An employee absent due to death in their immediate family during periods when they are both scheduled and available for work shall receive five (5) days' bereavement leave, one (1) day of which shall be with pay, for such time lost.

Immediate family comprises an employee's children, spouse, parents, siblings, parents-in-law, step-parents, foster children and any other relative residing permanently with the employee who the employee considers to be a family member.

In the event an employee requests additional time off, such time without pay may be granted by the Employer.

Where the deceased is the employee's grandparent, the sibling of an employee's spouse, or the spouse of

an employee's child, the employee shall receive one (1) day off with pay, if the deceased did not reside with the employee.

Should bereavement occur during an employee's vacation, said employee will be placed on bereavement leave and the vacation period may be taken at an alternate time.

## **ARTICLE 13 – GRIEVANCE PROCEDURE**

---

### **13.01 General**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.

Every reasonable effort should be made to resolve problems at the worksite level. An employee shall have the right at any time to have the assistance of a Shop Steward or UFCW Local 247 Union Representative.

At all steps of the Grievance Procedure:

- a) No employee shall be discriminated against for their lawful union activity, including the reporting of a matter to the Union or the filing of a grievance under this Collective Agreement;
- b) The parties agree to share information about the matter on a without prejudice basis;

- c) A sincere attempt shall be made by both the Union and the Employer to try to resolve workplace issues through meaningful discussion; and
- d) A meeting may be arranged to discuss the problem prior to rendering a decision or reply.

## **13.02 Grievance Procedure**

The adjustment of grievances shall be as follows:

### **Step I – Informal Discussion**

An Employee who believes that they have a workplace problem may, at their discretion, first discuss the matter with their immediate Supervisor or Manager, who shall advise the Employee of their decision within ten (10) calendar days of the date the matter was first discussed.

### **Step II – Written Grievance**

In the event that the discussion in Step I did not resolve the matter or was not invoked by the employee, the Union will file written grievance within thirty (30) calendar days of the later of:

- i) when the employee first became aware, or reasonably should have become aware, of the circumstance giving rise to the grievance; or

- ii) when the employee was advised by the Immediate Supervisor or Manager of their decision pursuant to a Step I Informal Discussion.

At Step II, the Union, together with the Grievor, may hold a without prejudice grievance meeting with the Employer to discuss the grievance and try to find a resolution. In any event, the Employer shall render a written reply to the grievance within ten (10) calendar days of receiving the written grievance.

### **Step III – Conveyance to Dispute Resolution Process**

If a satisfactory settlement cannot be reached at Step II, or if the party on whom the grievance has been served fails to issue a written reply within the required time limits, the aggrieved party may convey the grievance to Arbitration or a Troubleshooter.

## **13.03 Policy Grievance**

Where there arises a dispute between the Union and the Employer involving the question of general application or interpretation of the Collective Agreement, either party may file a policy grievance.

The time limit for filing a policy grievance shall be thirty (30) calendar days from the date the aggrieved party became aware, or reasonably should have become aware, of the matter giving rise to the grievance.

## **13.04 Arbitration**

If a difference arises between the Union and the Employer relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration.

The parties will agree to the appointment of a sole arbitrator.

In the event of failure of the Parties to mutually agree on the sole Arbitrator, the Minister of Labour shall be requested to appoint the sole Arbitrator.

Once appointed, the Arbitrator must hear and determine the difference and issue a decision, which is final and binding on the parties and any person affected by it.

## **13.05 Troubleshooter**

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Collective Agreement, including any question as to whether a

matter is arbitrable, during the term of the Collective Agreement, such difference may be referred to a Troubleshooter.

A Troubleshooter shall conduct expedited hearings on the following basis:

- a) Either party may refer grievances to this process upon providing the other party with thirty (30) calendar days' notice;
- b) The Troubleshooter shall be selected by mutual agreement between the Union and the Employer. In the event of failure of the Parties to agree to the appointment of a Troubleshooter, the aggrieved party may refer the matter to Arbitration.
- c) The parties will endeavour to reach an agreed statement of facts prior to the hearing of the matter;
- d) The Troubleshooter shall:
  - i. Investigate the difference;
  - ii. Define the issue in the difference; and
  - iii. Make written recommendations to resolve the difference within five (5) calendar days of hearing the matter.
- e) Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting, and shall not be publicized;
- f) Legal counsel shall not be used by either party; and
- g) The parties may develop other procedures or guidelines as necessary.

### **13.06 Dispute Resolution Expenses**

All expenses incurred by the sole Arbitrator or Troubleshooter shall be paid equally by the Parties. Each Party shall pay its own costs.

### **13.07 Time Limits**

The time limits specified through the steps of the Grievance Procedure may be extended by mutual agreement in writing between the Union and the Employer.

### **13.08 Decision Not Inconsistent With Collective Agreement**

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

## **ARTICLE 14 – CLASSIFICATIONS AND WAGE RATES**

---

### **14.01 Appendix "A"**

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

### **14.02 Higher Rates "Red Circled"**

Employees who are currently receiving a rate of pay in excess of the new rate of pay for their job classification



will have their rate “red circled” and protected until such time as subsequent rate increases to their job classification exceed their protected rate, at which time they will receive the correct rate of their job classification.

### **14.03 New Classifications**

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

In the event of a dispute with respect to the establishment of a new rate, the matter may be referred to arbitration in accordance with this Collective Agreement.

### **14.04 Minimum Wage Differential**

In the event that the provincial minimum wage increases in a manner that remains in line with the annual rate of inflation, all wage levels outlined in this Agreement shall increase by an amount equal to the percentage increase of the minimum wage change, effective on the same date as the legislated change.

## **ARTICLE 15 – JOB POSTING**

---

### **15.01 Job Posting – Period**

When a bona fide new classification is to be created or a job vacancy occurs, a notice will be posted by the Employer so that employees can apply for the position. The posting will be attached to the bulletin board and shared via electronic means (i.e. email, text, or messaging app).

The posting will include the classification, qualifications, key responsibilities, and anticipated initial shift(s).

The posting will be shared for a period of not less than five (5) calendar days, to ensure all employees have a reasonable opportunity to see it and apply.

The Employer may simultaneously advertise the position to the public. Skills, qualifications, and availability being equal, any internal candidates will be granted the position on a preferred basis over external candidates.

The Employer will retain copies of the posting for a minimum of one (1) year and upon individual request will provide a copy to the Union.

## **15.02 Job Award – Factors**

Qualifications, ability and seniority shall be the determining factors in selecting applicants. Seniority shall be the governing factor if there is more than one (1) qualified applicant.

## **15.03 Trial Period**

The successful applicant on a job vacancy shall be considered to be on a trial period for up to fifteen (15) work days. During the trial period, an employee who fails to demonstrate their ability to perform the job or who chooses not to retain the position shall be returned to their former position without a loss of seniority.

# **ARTICLE 16 – DURATION OF AGREEMENT**

---

## **16.01 Term**

This Agreement shall be effective from October 19, 2025, until October 18, 2027, and thereafter from year to year subject to the right of either Party to give written notice to the other Party to commence collective bargaining.

In either case, time limits must be in accordance with the *BC Labour Relations Code*, and this Agreement shall remain in force during negotiations for its renewal or amendment.

## **16.02 Section 50, Subsection (2) & (3) Excluded**

It is mutually agreed that the operation of Subsections 2 and 3 of Section 50 of the *Labour Relations Code of British Columbia* is specifically excluded from this Agreement.

## **16.03 Full Force and Effect**


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

- a) the Union goes on strike; or
- b) the Employer locks out its employees; or
- c) the Parties conclude a renewal or revision of this Agreement or enter into a new Collective Agreement.

Signed this 19<sup>th</sup> day of October 2025.

**FOR THE COMPANY**

  
\_\_\_\_\_  
Felipe Ramos

  
\_\_\_\_\_  
Ana Ramos

\_\_\_\_\_

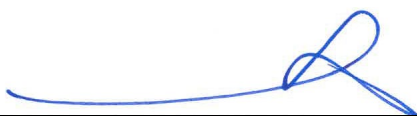
\_\_\_\_\_

**FOR THE UNION**

  
\_\_\_\_\_  
Sidnei Vega  
Bargaining Committee

  
\_\_\_\_\_  
Filipe Amaral,  
Bargaining Committee

  
\_\_\_\_\_  
Johnny Khakh  
UFCW Local 247

  
\_\_\_\_\_  
Mike Toal  
UFCW Local 247

A handwritten signature in blue ink, appearing to read 'Pedro', is positioned above a horizontal line.

---

Pedro Castro  
UFCW Canada

## APPENDIX "A" – WAGES

---

### Wage Scale

Effective on the first (1<sup>st</sup>) pay period after ratification, all employees shall be paid in accordance with their classification and length of service consistent with the following scale:

Classification	Base	1 Year of Service	2 Years of Service	3 Years of Service	4+ Years of Service
Cook (**)	\$19.50	Base + \$0.50	Base + \$0.75	Base + \$1.00	Base + \$1.25
Line Cook (**)	\$18.50	Base + \$0.50	Base + \$0.75	Base + \$1.00	Base + \$1.25
Dishwasher (**)	\$18.00	Base + \$0.50	Base + \$0.75	Base + \$1.00	Base + \$1.25
Passador (**)	\$17.85	Base + \$0.15	Base + \$0.25	Base + \$0.35	Base + \$0.45
Server	\$17.85	Inflation Rate (IR)	Inflation Rate (IR)	Inflation Rate (IR)	Inflation Rate (IR)
Bartender	\$18.00	(IR)	(IR)	(IR)	(IR)
Host	\$17.85	(IR)	(IR)	(IR)	(IR)

(\*\*) Employees in this classification with five (5) years of service or more will be paid thirty cents (\$0.30) per hour in addition to their hourly rate.

**Annual increases** shall be consistent with the Minimum Wage Differential set out in Article 14.05 of this Collective Agreement such that, in the event that the provincial minimum wage increases in a manner that remains in line with the annual rate

of inflation, all wage levels outlined in this agreement shall increase by an amount equal to the percentage increase of the minimum wage change, effective on the same date as the legislated change.

**Keyholder Premium.** Bargaining unit employees eligible to perform the duties of “Keyholder” are to be designated on the schedule and by mutual agreement between the employee and the Employer. The list of additional “Keyholder” duties shall be listed in Appendix “B”. “Keyholders” shall receive a premium of one dollar and fifty cents (\$1.50) per hour over their rate of pay for all time worked during their regular shift. A Keyholder will be assigned whenever a Manager is absent from the restaurant.

**Skewering Premium:** When skewering meats, a Passador will receive a premium of one dollar (\$1.00) per hour over their rate of pay.



## **APPENDIX "B" – CLASSIFICATIONS AND DUTIES**

---

The parties agree that the following classifications shall have the following duties:

### **Dishwasher**

- Clean and maintain restrooms as scheduled.
- Complete weekly cleaning duties as assigned.
- Assist with basic food preparation tasks.
- Clean and maintain the dishwashing station.
- Store received products appropriately.
- Unload deliveries as needed.
- Sweep and mop kitchen and dining room floors according to schedule.
- Wash and sanitize all plateware, glassware, and cookware.
- Maintain cleanliness of walk-in cooler floors.
- Always present a clean and professional appearance.
- Perform any additional duties as reasonably requested by management.
- Respond appropriately to any emergency situations.

### **Host**

- Greet and seat guests promptly and courteously.
- Manage reservations in coordination with restaurant management.
- Maintain cleanliness and organization of the hostess station.
- Polish cutlery and plates as needed.
- Assemble roll-ups for table settings.
- Assist servers during busy periods as needed.

- Maintain a clean and professional appearance.
- Perform any additional duties as reasonably requested by management.
- Respond appropriately to any emergency situations.

## **Server**

- Provide attentive and courteous table service to guests.
- Ensure customer satisfaction and well-being throughout their dining experience.
- Prepare beverages in the absence of the bartender.
- Clean and reset tables promptly after guest departure.
- Sweep floors regularly to maintain cleanliness.
- Maintain and close the hostess stand when the hostess is unavailable.
- Clean and close the bar when the bartender is not on duty.
- Complete cash-out procedures at the end of each shift.
- Sweep stairs and clean front door glass at the beginning of each shift.
- Set up the bar when the bartender is unavailable.
- Maintain a clean, professional appearance always.
- Set up dining tables prior to service.
- Perform any additional duties as reasonably requested by management.
- Respond appropriately to any emergency situations.

## **Passador**

- Grill meats in accordance with training and food safety standards.
- Serve meats to guests following established procedures.
- Clean and maintain the Passador station throughout the shift.
- Sanitize the station and surrounding floors during and after service.
- Complete all tasks on the closing checklist.
- Assist cooks with storage and processing of received products.
- Maintain a clean and professional appearance.
- Sharpen knives regularly using employer-provided equipment.
- Sweep and mop floors as needed.
- Perform any additional duties as reasonably requested by management.
- Respond appropriately to any emergency situations.

## **Bartender**

- Prepare drinks and cocktails according to the restaurant's menu and standards.
- Maintain cleanliness and organization of the bar area.
- Sweep and mop bar floors regularly.
- Dismantle and clean the glasswasher, including proper use of cleaning chemicals.
- Receive, store, and process bar-related inventory.
- Maintain a clean and professional appearance at all times.
- Complete bar closing procedures as outlined in the closing checklist.

- Perform any additional duties as reasonably requested by management.
- Respond appropriately to any emergency situations.

## **Line Cook**

- Preparation of Salads and re heating of hot items if necessary.
- Clean and maintain assigned workstations.
- Ensure safe and organized storage of all food products.
- Set up and maintain the salad bar.
- Assist with unloading products as necessary.
- Sweep and mop kitchen floors regularly.
- Maintain cleanliness and organization of the walk-in cooler.
- Always present a clean and professional appearance.
- Perform any additional duties as reasonably requested by management.
- Respond appropriately to any emergency situations.

## **Cook**

- Preparation of hot items according to menu specifications.
- Organize salad bar when line cook not scheduled.
- Clean and maintain assigned workstations.
- Ensure safe and organized storage of all food products.
- Set up and maintain the salad bar.
- Assist with unloading products as necessary.
- Sweep and mop kitchen floors regularly.
- Maintain cleanliness and organization of the walk-in cooler.
- Always present a clean and professional appearance.
- Perform any additional duties as reasonably requested by management.

- Respond appropriately to any emergency situations.
- Complete daily checklists and closing procedures.
- Receive and process inventory deliveries.
- Prepare menu items according to training and recipe standards.

## **Keyholder**

- Perform all duties of their classification.
- Ensure the restaurant is properly opened.
- Ensure the restaurant is properly closed, including:
  - Turning off all equipment
  - Making sure all stations and floors are cleaned
- Secure the premises by locking all doors and setting the alarm system
- Respond appropriately to any emergency situations.
- Report in the logbook any discrepancies in the items listed above, as well as any other important issues or observations.
- Sign and date each logbook entry.

## LETTER OF UNDERSTANDING #1: TIP OUT

---

The Parties recognize that gratuities are generated by the experience of the guest, which is a collective effort of all employees of the restaurant.

The Tip Out system shall be self-managed by bargaining unit employees.

For clarity:

- a) **Tip Out Amounts.** Employees who receive tips from guests (Tipped Employees) shall allocate for Tip Out a portion of the tips they receive from guests. Tipped Employees do not receive Tip Out but shall keep all amounts they receive in excess of the Tip Out calculation.

The Tip Out calculation shall be equal to the total daily sales less any customer bills where any amount less than nine (9) percent of the customer's bill was left as a tip (i.e. the "threshold" amount). To exclude a bill where the tip was below threshold, the Tipped Employee must present both the customer's bill and the POS receipt showing tips to be below threshold. Cash bills shall be excluded from threshold calculations.

## Tip Out Percentages

Position	Tip Out
Kitchen	4% of food sales
Passador	5% of food sales
Bar	5% of bar sales
Host/Hostess	1% of total sales

The Tip Out Percentages may be changed on the following basis:

- Changes may be made only once (1x) per calendar year;
- Changes will be discussed at a special meeting of bargaining unit employees, which will require adequate and reasonable notice to all affected bargaining unit members;
- Following the discussion, any proposed changes will be ratified by a majority vote of bargaining unit members attending the special meeting;
- The Employer and the Union will be notified in writing of any changes to the above Tip Out percentages.

- b) **Weekly Report.** The Employer will provide a weekly report on the total daily sales amounts and tips collected through its payment systems (POS), as well as hours worked by each employee. This report will note the amounts of gratuities falling below the threshold amount, and to ensure transparency in the administration of Tip Out, it may be confidentially shared among employees but will not be posted on the bulletin board.

Aside from providing daily sales and tip reports and disbursing the net monetary value of credit card-based gratuities to employees for redistribution, the Employer shall have no involvement in administering and distributing gratuities.

- c) **Self-management.** The administration and management of Tip Out, including the calculation and distribution, shall be managed exclusively by members of the bargaining unit, without interference or direction from the Employer;
- d) **Administration.** Tip Out will be administered by two (2) bargaining unit employees, one who must be a Tipped Employee and the other who must be an employee who receives Tip Out.
- e) Nothing in this clause shall be interpreted in such a way as to create an obligation for neither the Employer nor the Union in overseeing, intervening in, or mediating disputes arising from the self-managed Tip Out processes.

It is understood that the Employer must not withhold tips from an employee they were left for, take a share of tips, or require employees to give a portion of their tips to the employer. It is understood that this includes mandatory gratuities or service charges large groups may be required to pay. The Employer will not deduct from a tip pool or from tips to which the employer has access, such as those made through debit or credit cards.



## **LETTER OF UNDERSTANDING #2: FIRST COLLECTIVE AGREEMENT AND LEGACY EMPLOYEES**

---

The Employer and the Union agree that the intent of this first Collective Agreement is to codify and improve upon the terms and conditions of employment for members of the bargaining unit.

The parties acknowledge that there may be terms or conditions of employment that were not discussed or addressed through the process of negotiating this first Collective Agreement.

No employee shall see a reduction in any term or condition of their employment as a result of the coming into force of this Collective Agreement.

In the event that it is determined that the parties failed to appropriately codify or account for a specific benefit, term or condition received by an employee or group of employees prior to certification by the Union or the coming into force of this Collective Agreement, the parties shall meet to discuss the matter and attempt to reach a satisfactory resolution.

If the parties are unable to agree to a satisfactory resolution, then the matter may be referred to the grievance and arbitration processes set out in this Collective Agreement.

## **Legacy Employees**

The parties acknowledge that the following employees have unique terms and conditions of employment and agree as follows:

### **Talita Nunes Da Silva**

The parties agree Talita Nunes Da Silva will continue in the Cook classification as a part-time at the new Cook Rate or their current rate of pay, whichever the greater. Ms. Nunes Da Silva will continue to receive a minimum guarantee of thirty (30) scheduled hours per week.

### **Andreia Souza**

The parties agree that the rate of pay for Andreia Souza will be red-circled at nineteen dollars (\$19.00) per hour.

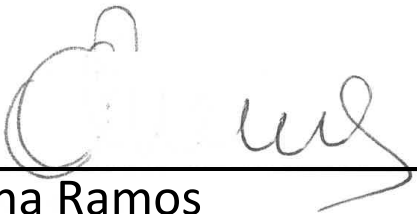
**AS TO ALL APPENDICES AND LETTERS OF UNDERSTANDING**

Signed this 19<sup>th</sup> day of October 2025.

**FOR THE COMPANY**



Felipe Ramos



Ana Ramos

\_\_\_\_\_

\_\_\_\_\_

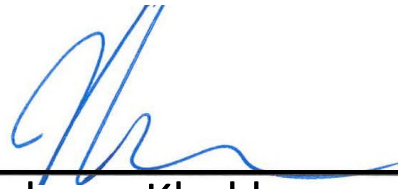
**FOR THE UNION**



Sidnei Vega  
Bargaining Committee



Filipe Amaral,  
Bargaining Committee



Johnny Khakh  
UFCW Local 247



Mike Toal  
UFCW Local 247



---

Pedro Castro  
UFCW Canada