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COLLECTIVE AGREEMENT

BETWEEN

I C L

And

**HOTEL, RESTAURANT & CULINARY
EMPLOYEES & BARTENDERS UNION**

LOCAL 40

1996 - 1998

COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT

BETWEEN:

I C L (A Division of White Spot Limited)
1126 S.E. Marine Drive
Vancouver, BC
V5X 2V7

(Hereinafter referred to as the “Company”)

PARTY OF THE FIRST PART

AND:

HOTEL, RESTAURANT & CULINARY EMPLOYEES
& BARTENDERS UNION, LOCAL 40
4853 East Hastings Street
Burnaby, B. C.
V5C 2L1

Affiliated with the Hotel, Restaurant Employees & Bartenders International Union, A.F. of L., C.I.O. and C.L.C.

(Hereinafter referred to as the “Union”)

PARTY OF THE SECOND PART

ARTICLE 1

DURATION OF AGREEMENT

- 1.01** (a) This Agreement shall be in effect until Midnight of September 30, 1998, and from year to year thereafter, subject to the right of either party to the Agreement within four months immediately preceding the date of the expiry of this Agreement, or immediately preceding the 1st day of October in any year thereafter, by written notice, to require the other party to the Agreement to commence Collective Bargaining. Should either party give written notice aforesaid this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:
- (i) the Union goes on strike or
 - (ii) the Employer shall lock out its employees, or
 - (iii) the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement,
- (b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express term of this Agreement.
- (c) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.
- 1.02** It is mutually agreed that the operation of Sub-section 2 of Section 66 of the Industrial Relations Act of British Columbia is specifically excluded from this Agreement.

1.03

- (a) The purpose of the Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the parties to this Agreement.

- (b) Further, the purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 12 of this Agreement to prevent strikes, lockouts, waste, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business and to enhance living standards and working conditions of the employees.

ARTICLE 2

RECOGNITION

- 2.01** (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the Certification issued by the Industrial Relations Council of British Columbia, subject to the exclusions subsequently ordered by the Industrial Relations Council or recognized by the parties. The employer agrees not to bargain with any other labour organization for such employees specified in this agreement during the term of this agreement.
- (b) For the purpose of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.
- 2.02** The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.
- 2.03** An Employee covered by this agreement will not be required to cross picket lines which are declared to be legal by the Industrial Relations Board.
- 2.04** It is recognized that the Business Agent or his/her authorized representative of the Union shall have the right, at reasonable times, to interview employees in respect to Union affairs or in respect to the investigation or processing of any grievance. However, the Union recognizes that the action of the Business Agent or his/her authorized representative shall not cause any disturbance or interruption of the services rendered by employees. When visiting the premises of the Employer for Union affairs, the Business Agent or his/her authorized representative shall first report his/her presence to the Manager of the Employer's operations or in the absence of the Manager, to the person in charge on the occasion of each visit.

ARTICLE 3

UNION SECURITY

- 3.01** All present employees must maintain membership in the Union as a condition of continued employment.
- 3.02** All new employees must become members of the union before completing the fourteen (**14**) days of employment and they must maintain Union membership in good standing as a condition of continued employment.
- 3.03** All employees, when hired, shall be required to sign a form which authorizes the deduction of union dues on a monthly basis and the deduction of initiation fees, wherever applicable for new employees.
- 3.04** It is understood that the Union shall be responsible to supply the Company with all documents which are required to be signed by employees in respect to the deduction of Union dues or application for Union membership.
- 3.05** The Employer agrees to deduct the initiation fee, Union dues, assessments and arrears upon receipt of an authorization signed by an employee. Such authorization is to be signed and completed on commencement of employment. The monies so deducted are to be forwarded to the Secretary of the Union together with a list of employees to whom the monies are to be credited, on or before the tenth day of the month following the month in which the monies are deducted.
- All violations of the above Clause 3.05 shall be given in writing by the Union to the Employer before any action can be taken towards arbitration.
- 3.06** For new employees, the deduction of Union dues and initiation fees will commence with the first pay period in the calendar month after the date of employment.
- 3.07** 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 emergency. However, the Union understands and accepts the fact the Management have been doing work normally done by employees under the scope and jurisdiction of this Agreement. The Union agrees that this practice will continue as at present.

3.08

In the event the Union cannot supply acceptable help or in the event the Company desires to hire a particular individual direct, the Company may hire such person direct, provided however, that such person so hired will immediately make application to the Union for membership before commencing employment.

3.09

Members of the International Union but not members of Local 40, before being permitted work in establishments within the scope of this Agreement, shall not be permitted to work until they have deposited the International Travelling Card at the office of the Local Union, unless such approval is granted by the Local Union.

3.10

- (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his Employer concerning the conditions of employment varying the conditions of employment contained herein.
- (b) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the term of this Agreement.

3.11

The Company will, within ten (10) days of the request of the Union, furnish to the Union, a list of its present employees who are within the scope of this Agreement.

3.12

- (a) The Union is entitled to appoint or elect from among the employees a reasonable number of Union Stewards, up to a maximum of two (2) per unit, who are employed in and represent employees in the bargaining unit. The duties of the Union Stewards shall be to assist in the reporting and resolution of all grievances within their departments.
- (b) The Employer agrees to recognize a duly appointed or elected Union Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (c) The Union Steward's first obligation is the fulfillment of his/her responsibilities as an employee. During his/her working hours, the Union Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.

- (d) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (e) The necessary time which is spent by Union Stewards during their regular working hours in reporting or resolving grievances, and in attending meetings specifically provided for herein shall be considered to be time worked.
- (f) Under no circumstances shall a Union Steward take any action or issue any instruction which will interfere with the operations of affairs of the Employer, or with the management of or direction of the work force.
- (g) The Company and the Union agree that no person shall intimidate, coerce, impose any pecuniary or other penalty on, or otherwise discriminate against any person because that person exercises or seeks to exercise any right under the Collective Agreement, or complains, gives evidence or otherwise assists in respect of the initiation or prosecution of a grievance or other proceeding under this Collective Agreement.
- (h) The Employer agrees that Union Steward Letters and official communications from the Union to its members shall be posted on the staff bulletin boards in all units which are certified.

ARTICLE 4

HOURS OF WORK

- 4.01**
- (a) No employee shall be employed for a greater number of hours or days than;
 - (i) Eight (8) hours in any one (1) day;
 - (ii) Five (5) days in any work week;
 - (iii) Forty (40) hours in any five (5) day period except in the case of emergency.
 - (b) **An** employee will not be scheduled to work more than five (5) days in a work week. Double time will be paid for all work performed on an employee's sixth and seventh consecutive days of work.

The provision for double time on the 6th and 7th consecutive day of work will not apply if the employee requested the schedule in that format or agreed voluntarily to a shift change which causes a 6th or 7th day to be worked.

Such request or agreement from an employee shall be in writing and a copy given to the shop steward.
 - (c) The work week will be from midnight Sunday to midnight of the following Sunday.
 - (d) Should a normal five (5) day operation be extended to a sixth or seventh day on an occasional basis, the normal scheduling of employees shall prevail. This does not prevent Management from otherwise scheduling employees to avoid premium and overtime payments.
- 4.02**
- (a) The Company reserves the right to schedule overtime work and will give reasonable consideration to personal reasons from individual employees for inability to work overtime, provided double time the regular rate is paid for all hours worked in excess of the above.
 - (b) Subject to the operating needs of the business, Management will offer such overtime to senior employees on shift in the classification where overtime is required, providing the senior employees indicate in advance their availability for such overtime.

- (c) Overtime worked by an employee may be banked. Banking of overtime will be at the sole option of the employee and may be withdrawn by the employee in whole or in part at a value of two (2) times their pro rata rates of pay. In the event an employee wishes time off, such time will be by mutual agreement.

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

Banked hours may not be withdrawn during a pay period in which a disciplinary suspension occurs.

4.03 There shall be no duplication or pyramiding of overtime payment nor shall overtime hours paid for under this Article be used in computing the forty (40) hours per week.

4.04 (a) The Company shall post the work schedule on Thursday of each week, and once posted it will not be changed without giving the employee at least four (4) hours personal notice prior to commencement of their next shift. However, such notice will not be required if a change is necessary due to an emergency.

Employees scheduled to commence work prior to 10:00 a.m. will receive notification of a change of shift no later than 11:00 p.m. on the previous day.

- (b) It is understood and agreed that any employee who must absent him or herself for a valid reason from a scheduled shift will provide the Employer with notice at the earliest time possible, and that the Employer will provide as much notice as practicable to employees required to cover for such absence, or otherwise subject to shift changes.
- (c) An employee who reports for work at their regular starting time without receiving the required notice of change shall be paid at their regular rate of pay for no less than the hours of work originally scheduled.

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

All hours required to be worked within the ten (10) hour period above will be paid at one and one-half times (1 1/2) the regular hourly rate of pay with a minimum payment to the employee of three (3) hours pay at the regular hourly wage.

- (e) Management will assign shifts and hours in order of seniority within the classification where the work is required to be done.

Definition of shift(s) is all work performed by an employee on behalf of the Employer.

- (f) Employees may use their seniority in bidding and receiving shifts as offered by the employer in bloc form.

When an employee bids and receives such shifts they shall remain in effect for a period of three (3) months. Each three (3) months after the original date of assignment the bidding process will be reopened with the conclusion being for a further three (3) month period.

- (g) While the Employer is entitled to schedule shifts' of various lengths as provided for in this agreement, the Employer must first schedule the maximum number of eight (8) hour shifts before instituting shifts of 7, 6, 5, or 4 hours. Should a planned reduction in scheduled shifts and/or hours be required within a classification, the least senior employees will be the first to have their scheduled shifts and/or hours reduced. The parties agree that there may be cases where added increments of one half (1/2) hour are of mutual benefit to the Employer and the employee, and such shifts may be implemented by mutual agreement.

4.05 There shall be placed in a conspicuous place, a work schedule specifying the name and classifications of each employee, days off of each employee and the starting and finishing time of each employee, and the employer shall keep said schedule up to date.

4.06 Wherever possible, employees shall receive two (2) consecutive days off in each seven (7) consecutive days.

4.07

Scheduled shift	paid	coffee break	½ hr unpaid meal break	coffee break
4 hours	4	X		
5 hours	5	X		
6 hours	5½	X	X	
7 hours	6½	X	X	X

4.08

Where split shifts are assigned by the employer, they must conform with the following guidelines:

- (a) no shift may be split more than once,
- (b) no part of a split shift shall be less than two (2) hours,
- (c) a break of two (2) hours shall constitute a split shift,
- (d) all split shifts must be worked within a twelve (12) hour period,
- (e) no more than one-fifth (1/5) of the employees shall in any one (1) day work split shifts,
- (f) no employee shall be required to work more than two (2) split shifts each week.
- (g) two wholesome meals shall be supplied by the company with no deductions from the employee's wages.
- (h) Upon attainment of six (6) months service, employees required to work a split shift will be paid for all hours worked and in addition receive one (1) hour at their regular rate.

ARTICLE 5

COMPANY RIGHTS

- 5.01** The Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline and efficiency.
 - (b) Hire, discharge, transfer, classify, promote, layoff, demote, recall and suspend or otherwise discipline employees subject to the right of an employee to lodge a grievance in the manner and to the extent hereinafter provided.
 - (c) Make, enforce and revise from time-to-time rules and regulations relating to discipline and the general conduct of employees.
 - (d) Generally to manage the enterprise in which the Company is engaged **and**, without restricting the generality of the foregoing, the right to plan, direct and control operations, direct the work forces, determine the number of personnel required from time to time, the number or location of offices and facilities, services to be performed and the methods, procedures and equipment in connection therewith, the schedules of work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.
 - (e) The Company agrees that in the exercise of these rights it will observe the provisions of this Agreement.

ARTICLE 6

ANNUAL VACATION

- 6.01** A two (2) week vacation with pay will be granted to all employees after one (1) year's service in accordance with the provisions of the Annual and General Holidays Act.
- 6.02** All employees with three (3) or more continuous years of service shall receive three (3) weeks vacation with pay. Vacation pay will be six percent (6%) of gross pay for the preceding year.
- 6.03** All employees with ten (10) or more continuous years of service shall receive four (4) weeks vacation pay. Vacation pay will be eight percent (8%) of gross pay for the preceding year.
- 6.04** All employees with twenty (20) or more continuous years of service shall receive five (5) weeks vacation with pay. Vacation pay will be ten percent (10%) of gross pay for the preceding year.
- 6.05** Steady part-time or relief employees will be granted a vacation with pay pro-rated to the length of service in accordance with the above section.
- 6.06** Annual vacation entitlement will be determined by the employee's total years of service with the Employer and the employee shall be granted holidays according *to* established unit seniority.
- 6.07**
- (a) Vacation schedules will be placed on the bulletin board no later than February 1st. After April 15th those employees who have not recorded their choice of vacation time will not be able to exercise seniority rights for vacation purposes. The approved and assigned vacation schedule will be posted on May 1st.
 - (b) Vacation requests received prior to April 15th which cannot be granted in whole or in part, will be discussed with the employee(s) affected and will be resolved by Management by May 1st.
 - (c) Selection of vacation time shall be by seniority in the Classification, subject to (a) and (b) above.
 - (d) Employees may split their vacation time into separate weeks.

- (e) Vacations may be taken during any month of the calendar year subject to the above.

6.08 Vacations shall become due on the anniversary day of the employee's employment. Vacations do not necessarily need to be taken at this time, but the date may be mutually agreed upon in writing, between Employer and employee provided it falls within eight (8) months of the anniversary date of employment.

6.09 Vacation pay will be identified separately from regular pay on the cheque stub.

Vacation pay will be paid in the pay period prior to the commencement of the employee's vacation when the request for vacation pay is made at least three (3) weeks prior to the commencement of the vacation.

Vacation pay shall be paid earlier if requested by the employee.

ARTICLE 7

STATUTORY HOLIDAYS

- 7.01** (a) In the event that an employee at Canadian Airlines International or Pacific Press is required to work on a Dominion, Provincial and/or Municipal Holiday, the employee shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay for hours worked on that day in addition to his/her regular day's wages.

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

In addition to the above, an employee, with at least one (1) year of continuous service, is entitled to a floater holiday to be taken at a time mutually agreeable to the employee and the Company. In the event another day is proclaimed a holiday by the federal and/or provincial governments, such day will replace the floater holiday.

- (b) In the event that an employee at B.C. Hydro, Douglas College or Ministry of Health is required to work on a Dominion, Provincial and/or Municipal holiday, the employee shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay for hours worked on that day in addition to his/her regular day's wages.

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

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

Time absent from work due to a bona fide illness or injury or annual vacation shall be considered time worked for the purposes of this article.

For scheduling purposes, the provisions of Articles 4.04 (d) and (e) will apply.

- 7.02** A regular day's wages shall be based on the average hours per shift (excluding overtime) worked by the employee during the preceding four **(4)** weeks worked.
- 7.03** In the event that **an** employee is not required to work on any of the aforementioned holidays, the employee shall receive his or her regular day's wages.
- 7.04**
- (a) Employees shall qualify for holiday pay only if they have worked on his/her regular scheduled shift immediately prior to the holiday and on his/her regular scheduled shift immediately after the holiday.
 - (b) If an employee is scheduled to work on a paid holiday and accepts the assignment of work but fails to report for work on the day of the holiday he/she shall not receive any holiday pay.
 - (c) An employee shall not be disqualified from receiving holiday pay in the event that the employee was absent for just and reasonable cause on either or both of the shifts referred to herein.
- 7.05** Subject to the operating needs of the business, employees shall be entitled to either Christmas Day or New Year's Day off, according to seniority.
- 7.06** Should any statutory holiday occur during an employee's vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period.
- 7.07**
- (a) When a general holiday falls on a day an employee is not scheduled to work, or is on vacation, but who has qualified for holiday pay, they will either be paid holiday pay for that day, or have the average number of hours (excluding overtime) worked per shift during the previous four **(4)** weeks accrued as banked hours.
 - (d) Where a general holiday occurs, the regularly scheduled employee shall have the first option to work said holiday, subject to the above.

ARTICLE 8

SENIORITY

8.01 Each new regular and casual employee will be considered on probation and will not be placed on a seniority list until he/she has completed twenty (20) work days or fifty (50) calendar days, whichever occurs first.

8.02 (a) UNIT SENIORITY

For the purposes of this Agreement "unit seniority" shall be defined as an employee's total length of continuous service worked within his/her classification(s) within a particular unit in the Employer's operation.

(b) UNIT

For the purpose of this Agreement the term "unit" shall be understood to mean those units identified within this Agreement.

(c) UNIT SENIORITY

Is used to determine the order of layoff and recall within a particular unit, subject to Article 8.05 a) iv).

(d) Where an employee is regularly scheduled in different classifications and/or units the employee's seniority will accrue in the unit and classification where most hours are worked.

(e) In the event that an employee is regularly scheduled to work an equal amount of hours in two different classifications, the employee shall elect in which classification he/she will accrue seniority, once the choice is made, it cannot be altered.

(f) For the purposes of the application of seniority as outlined within this Article, units shall be defined as:

- BC Hydro - Dunsmuir
- BC Hydro - Edmonds
- Canadian Airlines International - Administration
- Canadian Airlines International - Lysander Lane
- Ladner Leisure Centre
- Douglas College
- Ministry of Health
- Pacific Press - Vancouver
- Pacific Press - Surrey
- UNBC

8.03

- (a) An employee shall lose his/her seniority if he/she:
 - (i) voluntarily quits;
 - (ii) is discharged and not reinstated through the Grievance Procedure;
 - (iii) is absent from work for one (1) day without a valid reason;
 - (iv) is laid off for more than four (4) months with less than five (5) years seniority or six (6) months with five (5) or more years seniority;
 - (v) fails to report for work when a notice of recall has been sent by the Employer in accordance with Article 8.05(e);
 - (vi) overstays an authorized leave of absence without a valid reason;
 - (vii) uses a leave of absence in excess of three (3) months;
 - (viii) seniority shall be maintained but not accrued during the term of an approved leave of absence granted under Article 8.12.
- (b) Should a casual employee become a regular employee, such employee shall have all seniority credited to them as a regular employee.
- (c) An employee normally scheduled for less than twenty (20) hours each week, shall be deemed to have been discharged for just cause if he/she is unavailable for or declines more than four (4) call-ins during three (3) consecutive months without a justifiable reason. Justifiable reason shall include an explanation that a "call-in" conflicts with the employee's other previously accepted job or school or is a result of illness or injury, provided that an employee can tender a medical certificate as proof of illness or injury if requested to do so by the Employer.

8.04

- (a) The Employer agrees to post unit seniority lists on or before the 1st day of April in each year and update such list October 1st each year. The seniority lists shall contain the following information:
 - (i) the employee's name
 - (ii) the employee's seniority date
 - (iii) the employee's job classification
 - (iv) the employee's service date with the Employer

8.04

- (b) The Seniority List shall be posted by the Employer for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Employer during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.

(c) At the time of posting, a copy of the seniority lists shall be given to the Union and the Union Steward.

(d) New employees will be added to the unit seniority list upon completion of the probationary period, back to date of employment.

8.05

(a) When a shortage of work occurs which necessitates a reduction in hours an/or lay-off, the employee with the least classification seniority within the unit affected shall be the first to be reduced in hours and/or laid off. It is understood that;

(i) an employee who is laid off may be demoted to a lower classification;

(ii) an employee who is laid off may exercise his/her seniority within the unit and displace an employee in a classification, only provided he/she has worked in and is deemed qualified in that classification;

(iii) an employee who is transferred to another job under the provisions of (i) or (ii) shall be paid the rate applicable to the job to which he/she is transferred.

(iv) employees transferred from another unit shall be considered the last employees hired in the unit to which they are transferred, but will retain their Company service for the purpose of calculation of vacation pay or notice period/severance pay;

(v) employees transferred from another unit prior to January 1, 1993, shall be considered the last employees hired in the unit to which they are transferred, but will retain their Company service for the purpose of lay-off from the new unit and calculation of vacation pay or notice period/severance pay.

(b) Employees who restrict their availability for hours of work or work schedules will not be protected by their seniority for recall.

(c) In the event of a lay-off, the order of lay-off within the affected classification and unit shall be as follows;

Temporary employees, probationary employees, regular employees.

- (d) An employee who has been laid off and wishes to be recalled must insure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.
- (e) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact), registered mail or telegraph. Any employee failing to report for duty within sixty (60) hours, excluding Saturday, Sunday and holidays from the time of such notification, shall be considered to have resigned without notice.

8.06 For the purposes of lay-off or recall, seniority will apply so long as the Employer, in applying seniority, is always able to maintain a working force of employees who have the ability to do the work required.

8.07 When recalling employees to work after a lay-off, they shall be recalled in inverse order to that in which they were laid off, subject to the ability of the employees to do the work required.

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

(b) An employee who has completed a period of employment of at least six (6) consecutive months shall receive severance pay subject to (a) above should the lay-off be permanent.

(c) Any laid off employee who has completed a period of employment of at least six (6) consecutive months may request recall to another unit when a lay-off exceeds one (1) month.

(d) It is understood that the requirement of giving prior notice to the employees shall not apply in the event there is a lay-off which results from an Act of God or a breakdown of operations or a strike or labour dispute, or for any reason beyond the control of the Company.

8.09

A new employee(s) will not be hired in any unit while another employee(s) who has completed a period of employment of at least six (6) consecutive months is on lay-off which is expected to be permanent, it being understood that:

- (a) the Company may recall such laid off employee to any job which becomes vacant;
- (b) the employee must have the necessary qualifications and ability;
- (c) an employee (s) may not refuse a recall without just and reasonable cause.

8.10

- (a) An employee with six (6) months or more of Company service may request a Leave of Absence. The request, in writing to the appropriate Manager, shall identify the date on which the leave will start; the date the employee will resume work; and the reasons for the leave. The request for a Leave of Absence will be presented at least twenty-one (21) calendar days before the leave is to commence and the employee shall be advised of the Company's decision in writing. The granting of a Leave of Absence remains within the discretion of the Company. The Leave of Absence shall be without pay and does not constitute a break in seniority or Company service, subject to Article 8.03 a) (vi) and (vii).
- (b) Leaves of Absence will not be granted for the purpose of allowing employees to take other employment, or venture into business for themselves.
- (c) The granting of a Leave of Absence will not be unreasonably withheld.

8.11

- (a) The Company may grant a Leave of Absence without pay to a maximum of one (1) employee from each unit who is elected to attend Union conventions, to participate in negotiations involving the Employer, and for other Union business. The Company agrees to cooperate with the Union to grant such Leaves of Absence subject to the operational needs of the business.
- (b) Before an employee receives the Leave of Absence set forth in (a) above, the Employer shall receive adequate notice in writing prior to the date on which the Leave of Absence is to commence.
- (c) The Leave of Absence granted under this Article will not constitute a break in seniority and the employee shall have the option of maintaining

contributions towards the various benefit Plans, subject to the terms and conditions of these plans.

8.12 The Company shall grant, in writing, a leave of absence without pay to employees who are appointed or elected to Union office for a period up to and including three (3) years. The employee who obtains this Leave of Absence shall return to his/her employment within thirty **(30)** calendar days after the completion of his/her employment with the Union.

8.13 Employees whose Leaves of Absence for illness, maternity or work-related injury exceed one (1) year are required to present the Employer with written notice of their expected date **of** return to work.

ARTICLE 9

GENERAL

- 9.01** Where the context allows it, words denoting the feminine shall include the masculine.
- 9.02** No person shall knowingly sell or serve liquor in or at any licensed premise to any person who is under the legal age. Where the employee is instructed by the Management to serve such person, the Management shall accept full responsibility and shall pay any fines or penalties incurred by the employee arising from such action. No employee shall give service after the specified hours set by the Liquor Control Board.
- 9.03**
- (a) Maternity Leave: An employee shall give to the Employer two (2) weeks notice in writing of the day upon which she intends to commence her maternity leave, unless it is impossible due to sickness or complication of pregnancy, supported by a Doctor's certificate. This leave shall be without pay.
 - (b) Length of Leave: 18 weeks. The distribution of the leave before and after delivery shall be up to the employee. If the employee returns to work within six (6) weeks after the birth, she shall produce a medical certificate at the employer's request, attesting that she is sufficiently recovered to resume work.
 - (c) Extension: Where an employee who is on maternity leave is for reasons related to the birth or the termination of the pregnancy as certified by a medical certificate unable to work or return to work after the expiration of the leave, the Employer shall grant further leave of absence from work for a period specified in one or more medical certificates.
 - (d) Where **an** employee's baby's health, which is certified by a medical certificate, requires the mother's attention an additional leave of absence shall be granted by the Employer. If the employer requests, the employee shall provide a medical certificate attesting to the need for such extension. The above leave and extension shall be given without pay.
 - (e) The employee shall accrue seniority while she is on maternity leave for up to twelve (12) months.

- (f) During maternity leave, the Company shall maintain the employee's coverage in the applicable benefit plans providing the employee continues to pay her share, if applicable, of the cost of the respective plans. When the employee returns to work after pregnancy leave she shall be returned to her former position with all rights and conditions as in effect before such leave was granted.
- (g) The Company will be notified two (2) weeks in advance of the employee's anticipated date of return to work.
- (h) Parental Leave: An employee shall give to the Employer two (2) weeks notice in writing of the day upon which he/she intends to commence parental leave for up to twelve (12) weeks.

Total maternity and parental leave may not exceed thirty-two (32) weeks (see Appendix "C").

9.04

An employee absent due to death in the immediate family during periods when he/she is both scheduled and available for work, shall receive up to three (3) days pay for such time lost, providing he/she attends the funeral. In the event, an employee requests additional time off, such time without pay may be granted by the Manager to a maximum of five (5) workdays. The above will only apply to the immediate family which includes children, spouse, parents, brothers, sisters, parents-in-law and any relative residing permanently with the employee. The above benefit shall not be implemented during vacation, sick leave, accident leave, or leave of absence. Common-law relationships will be recognized in the provisions of this article.

9.05

- (a) When the Employer specifies that a specific type of uniform must be worn by the employees during working hours (except shoes, shirts and ties), then the uniform shall be supplied and laundered by the Employer. Efforts will be made by the Company to maintain all uniforms or special articles of wearing apparel required to be worn by employees while on duty.
- (b) Should any employee be required to launder their own uniforms, an allowance of seventy-five cents (\$.75) per shift will be paid to the employee.
- (c) In the event, that an employee deems it desirable to wear a sweater at work, it shall be suitable and appropriate in colour.

- 9.06 The Employer shall compensate the employee for wearing apparel and eye glasses damaged while enforcing House Rules and Liquor Control Board Regulations should reimbursement not be possible through the Workers' Compensation Board or other similar agency,
- 9.07 It is recognized that all employees may be required, so as to comply with laws or so as to comply with rules and regulations of the Employer, to submit to medical examination. Any such examination shall be carried out by a medical practitioner designated and paid for by the Employer and it is recognized that the employee shall have the right to obtain a copy of any medical report relating to any such examination.
- 9.08 It is understood that employees shall not lose any wages as a result of having to attend for a medical examination arranged for by the Employer.
- 9.09 When an employee is required to attend for a medical examination outside the employee's normal working hours, then the employee shall be paid two hour's pay. Employees will not be asked to attend for medical examinations on their regular days off.
- 9.10 The Employer will provide bulletin board facilities for the convenience of the Union in posting notices of Union activity. All such notices must be signed by a representative of the Union before posting. A copy of the notice will be provided to the management before the posting of same.
- 9.11 It is mutually agreed that prior to the posting of Work Rules, the Employer will provide a copy of same to the Union office.
- 9.12 The parties to this Agreement agree to retain a joint Management-Union Committee which must meet monthly to examine, discuss and make recommendations to the parties on all matters of mutual interest, such as accident prevention, employee-employer relations, including wherever possible, advance notice of matters likely to significantly affect employee working conditions, and public and industrial relations.
- 9.13 In the event that a shift becomes available due to the temporary absence of an employee and where such absence is readily foreseeable prior to the start of such shift, Management will make reasonable efforts to offer such shift to a qualified and able employee.
- 9.14 Employees requested by Management to attend meetings will be paid their regular hourly rate for such time that exceeds fifteen (15) minutes in duration.

9.15

Doctor's certificates required by the Employer to substantiate any period of sickness or accident will be paid by the Employer.

9.16

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

9.17

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

ARTICLE 10

WAGES AND JOB RATE RULES

- 10.01** Basic rates of pay during the term of this Agreement shall be in accordance with Appendix "A", however, an employee will not be prevented from receiving a higher rate of pay for their classification.
- 10.02** When an employee performs the duties of a higher paid classification in the shift, the employee shall be paid the scale of wages for the higher paid classification for such hours. However, if the duties of a higher paid classification are performed for more than one half (1/2) the total hours in the shift, the employee shall be paid the higher rate for all hours worked in the shift.
- 10.03** In the absence of Management for more than three (3) consecutive hours, an employee, if qualified, will be temporarily assigned as "in charge" of the unit and will receive thirty-five cents (\$.35) per hour for such hours.
- 10.04** Any full shift commencing between 8:00 p.m. and 5:00 a.m. inclusive, shall constitute a night shift. All night shifts shall continue for a minimum of seven (7) hours or the pay equal thereto. Seven (7) hours of work shall qualify for eight (8) hours pay and eight (8) hours of work shall qualify for nine (9) hours pay.
- 10.05** When a bona fide new classification is to be established which cannot be properly placed in the existing wage scale by mutual agreement between the parties, the Company will establish the classification and rate on a temporary basis.
- 10.06** Written notification of the classification and the applicable wage rate will be furnished to the Secretary of the Union.
- 10.07** The new rate and classification shall be considered temporary for a period of twenty-one (21) calendar days following the date of notification to the Secretary of the Union. During this period (but not hereafter) the Secretary of the Union may request the Company to negotiate the rate for the classification. The negotiated rate if higher than the temporary rate shall be applied retroactively to the date of the establishment of the temporary classification and rate except as otherwise mutually agreed. If no request has been made by the Union to negotiate the rate within the twenty-one (21) calendar day period, the temporary classification and rate shall become a part of the wage scale.

10.08

If the Company and the Union are unable to agree on a classification and rate for the new job, the disputed rate and/or classification may be taken to Arbitration in accordance with Article 12 of this Agreement.

10.09

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

10.10

- (a) When a vacancy occurs, for any present or new classification covered by this Agreement, a notice of the vacancy shall be posted for a period of three (3) days. Such notice will include the initial shifts. Employees may apply in writing to fill the vacancy. Any employee selected by the Employer will be given a trial period in accordance with Article 10.11 (d). This provision does not apply to temporary positions.
- (b) Applicants shall be considered in the following priority:
 - i) Applicants currently working in the unit in which the vacancy has occurred; then
 - ii) Applicants currently working in other units as defined in Article 8.02 (f).
- (c) Seniority shall be the determining factor in assigning promotions, providing the factors of qualifications and ability are equal among those applying for the position posted. In the event that the senior applicant is not given a trial period, the Company agrees to discuss their decision with the Union prior to filling the job vacancy.
- (d) The successful applicant on a job vacancy shall be considered to be on a trial period for up to fifteen (15) work days. During this trial period, the employee must demonstrate that she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- (e) During the trial period, an employee who fails to demonstrate the 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. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

10.11

The Company also agrees to accommodate where possible the requests of employees for transfers, subject to the operating needs of the business.

ARTICLE 11

: : E

11.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of this Agreement, or concerning the discipline or discharge of an employee which may be alleged to be unjust shall be considered a grievance.

11.02 Notice of any grievance or dispute must be given to the Company within ten (10) calendar days of occurrence. The agreed procedure for adjusting all grievances or disputes shall be as follows:

Step 1: The grievance shall be discussed between the employee(s) and the Manager concerned within ten (10) calendar days from the date of the incident. The employee(s) may request to be accompanied by a Shop Steward (or, in the Shop Stewards absence, by another member of the Union). The granting of such request will not be unreasonably withheld.

Step 2: In the event of failure to reach an agreement under the provisions of Step 1, the Shop Steward and/or Union representative may, within ten (10) calendar days from the discussion in Step 1, discuss and attempt to settle such grievances with the Manager and District Manager concerned.

Step 3: If an agreement is not reached under Step 2, the Union will, within ten (10) calendar days from the discussion in Step 2, notify the Company's Labour Relations Representative in Head Office in writing of the nature of the grievance and a grievance hearing will be held within ten (10) calendar days from the date of receipt of the written grievance between the Company and the Union.

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

Step 4: If an agreement is not reached under the provisions of Step 3, upon mutual agreement between the Union and the Company and at any time prior to the appointment of an Arbitration Board, or other body, another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement.

Within ten (10) calendar days of appointment the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Company.

- 11.03** Fifteen (15) calendar days shall be allowed for the setting up of an Arbitration board. It shall be composed of one representative of the Union and one representative of the Company, and these two members shall then select an impartial Chairman. In the event of failure of these two representatives agreeing on a Chairman, the Minister of Labour shall be asked to appoint one.
- 11.04** Within fifteen (15) calendar days of the appointment of the Chairman, the Board shall commence the hearing and render a decision within fourteen (14) days. Matters to be placed before the Arbitration board must be submitted in writing by both parties. Each party to the dispute will bear the expense of their appointee and half (1/2) the expense of the board of Arbitration Chairman. The finding and decision of the Board of Arbitration shall be deemed to be a decision of the Board.
- 11.05** The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement, but it is specifically agreed that no Board of Arbitration shall have the authority to alter, modify or amend this Agreement or render a decision inconsistent with the provisions of this Agreement.
- 11.06** The time limits as provided herein may be extended by mutual agreement.
- 11.07** It is agreed that the operation of sub-section (1) of section 96 of the Industrial Relations Act of British Columbia is specifically excluded from this agreement.
- 11.08** The parties may mutually agree that a single arbitrator be appointed in place of a Board of Arbitration. In the event that the parties agree on a single arbitrator, the arbitrator shall have the same powers as a Board of Arbitration under this Agreement.

ARTICLE 12

DUES SUPPLEMENT FUND

- 12.01** The Employer agrees that monies shall be paid to the Dues Supplement Fund administered by the Trustees. The allocation in cents per total regular and overtime hours worked will be **six (6)** cents.
- 12.02** It is agreed that no part of the Dues Supplement Fund shall be used for strike purposes at any operation of ICL Food Services.

ARTICLE 13

DEFINITIONS

13.01 Objective Interpretation Where a specific definition of a word, or a phrase, is not expressly provided in this Agreement, such word, expression term or phrase shall be interpreted objectively, not subjectively and according to common and normal grammatical usage.

13.02 Time Span References References to days, weeks, months or years shall be understood to mean calendar days, weeks, months, or years unless otherwise expressly provided in this Agreement.

13.03 Specific Definitions The following specific definitions of words, expressions, terms or phrases have been agreed to by the parties, and shall be used to establish the intent and meaning of the language of this Agreement, unless a different definition is provided within the context of a particular article;

TEMPORARY EMPLOYEE - An employee hired for a specific term or project, for a period not to exceed ninety (90) days with no expectation of continuing employment beyond the specified term or completion of the particular project, for which the employee was hired.

PROBATIONARY EMPLOYEE - An employee who was hired into probationary status and who has not successfully completed the probationary period.

REGULAR EMPLOYEE - An employee who works regularly scheduled shifts as assigned by the Employer on a continuing basis.

IN WITNESS WHEREOF the parties hereto have hereunder caused their seals to be affixed under the hands of the proper officers, this _____ day of _____, 1996

SIGNED ON BEHALF OF:

I C L

HOTEL, RESTAURANT & CULINARY EMPLOYEES
& BARTENDERS UNION, LOCAL #40

APPENDIX "A"

WAGE SCHEDULE

Canadian Airlines International- Administration
Canadian Airlines International- Lysander Lane
Douglas College
Pacific Press- Vancouver
Pacific Press- Surrey
UNBC

January 1, 1996

Classification	Start	after 12 months	after 24 months
Cook	8.63	10.62	10.92
Short order cook	8.22	9.81	10.12
Cashier	7.86	9.56	9.87
Baker	8.12	9.56	9.87
Customer Service	7.61	9.45	9.75
Dishwasher	7.51	9.24	9.54
Sandwich maker/ Salad maker	8.17	9.20	9.50

An employee with 5 years seniority will be paid a 15¢/hour longevity bonus in addition to their hourly rate

Hydro Dunsmuir
Hydro Edmonds
Ministry of Health
Ladner Leisure Centre

Classification	Start	after 12 months	after 24 months
Cook	8.63	10.62	10.92
Short order cook	8.17	9.55	9.86
Catering Coordinator(+)	8.07	9.44	9.74
Cashier	7.82	9.33	9.63
Baker (*)	7.97	9.33	9.63
Customer Service	7.36	9.18	9.48
Dishwasher	7.26	8.97	9.27
Sandwich maker/ Salad maker	7.97	9.14	9.44

(*) Douglas, Pacific Press, BC Hydro
(+) BC Hydro/Edmonds, Dunsmuir only

An employee with 5 years seniority will be paid a 15¢/hour longevity bonus in addition to their hourly rate

APPENDIX "A"

WAGE SCHEDULE

Canadian Airlines International- Administration
Canadian Airlines International- Lysander Lane
Douglas College
Pacific Press - Vancouver
Pacific Press - Surrey
UNBC

July 1, 1996

Classification	Start	after 12 months	after 24 months
Cook	8.72	10.73	11.03
Short order cook	8.30	9.91	10.22
Cashier	7.93	9.66	9.97
Baker	8.20	9.66	9.97
Customer Service	7.69	9.54	9.85
Dishwasher	7.59	9.33	9.60
Sandwich maker/ Salad maker	8.25	9.29	9.60

An employee with 5 years seniority will be paid a 15¢/hour longevity bonus in addition to their hourly rate

Hydro Dunsmuir
Hydro Edmonds
Ministry of Health
Ladner Leisure Centre

Classification	Start	after 12 months	after 24 months
Cook	8.72	10.73	11.03
Short order cook	8.25	9.65	9.95
Catering Coordinator(+)	8.15	9.53	9.84
Cashier	7.90	9.42	9.73
Baker (*)	8.05	9.42	9.73
Customer Service	7.43	9.27	9.57
Dishwasher	7.33	9.06	9.37
Sandwich maker/ Salad maker	8.05	9.23	9.53

(*) Douglas, Pacific Press, BC Hydro

(+) BC Hydro/Edmonds, Dunsmuir only

An employee with 5 years seniority will be paid a 15¢/hour longevity bonus in addition to their hourly rate

APPENDIX "A"

WAGE SCHEDULE

Canadian Airlines International- Administration
Canadian Airlines International- Lysander Lane
Douglas College
Pacific Press - Vancouver
Pacific Press - Surrey
UNBC

January 1, 1997

Classification	Start	after 12 months	after 24 months
Cook	8.85	10.89	11.20
Short order cook	8.43	10.06	10.37
Cashier	8.05	9.81	10.12
Baker	8.32	9.81	10.12
Customer Service	7.81	9.68	10.00
Dishwasher	7.70	9.47	9.74
Sandwich maker/ Salad maker	8.37	9.43	9.74

An employee with 5 years seniority will be paid a 15¢/hour longevity bonus in addition to their hourly rate

Hydro Dunsmuir
Hydro Edmonds
Ministry of Health
Ladner Leisure Centre

Classification	Start	after 12 months	after 24 months
Cook	8.85	10.89	11.20
Short order cook	8.37	9.80	10.10
Catering Coordinator(+)	8.27	9.67	9.99
Cashier	8.02	9.56	9.88
Baker (*)	8.17	9.56	9.88
Customer Service	7.54	9.41	9.72
Dishwasher	7.44	9.20	9.51
Sandwich maker/ Salad maker	8.17	9.37	9.67

(*) Douglas, Pacific Press, BC Hydro

(+) BC Hydro/Edmonds, Dunsmuir only

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APPENDIX "A"

WAGE SCHEDULE

Canadian Airlines International- Administration
Canadian Airlines International- Lysander Lane
Douglas College
Pacific Press - Vancouver
Pacific Press - Surrey
UNBC

July 1, 1997

Classification	Start	after 12 months	after 24 months
Cook	8.94	11.00	11.31
Short order cook	8.51	10.16	10.47
Cashier	8.13	9.91	10.22
Baker	8.40	9.91	10.22
Customer Service	7.89	9.78	10.10
Dishwasher	7.78	9.57	9.84
Sandwich maker/ Salad maker	8.45	9.52	9.84

An employee with 5 years seniority will be paid a 15¢/hour longevity bonus in addition to their hourly rate

Hydro Dunsmuir
Hydro Edmonds
Ministry of Health
Ladner Leisure Centre

Classification	Start	after 12 months	after 24 months
Cook	8.94	11.00	11.31
Short order cook	8.45	9.90	10.20
CateringCoordinator(+)	8.35	9.77	10.09
Cashier	8.10	9.66	9.98
Baker(*)	8.25	9.66	9.98
Customer Service	7.62	9.50	9.82
Dishwasher	7.51	9.29	9.61
Sandwich maker/ Salad maker	8.25	9.46	9.77

(*) Douglas, Pacific Press, BC Hydro

(+) BC Hydro/Edmonds, Dunsmuir only

An employee with 5 years seniority will be paid a 15¢/hour longevity bonus in addition to their hourly rate

APPENDIX "A"

WAGE SCHEDULE

Canadian Airlines International- Administration
Canadian Airlines International- Lysander Lane
Douglas College
Pacific Press - Vancouver
Pacific Press - Surrey
UNBC

January 1, 1998

Classification	Start	after 12 months	after 24 months
Cook	9.03	11.11	11.42
Short order cook	8.60	10.26	10.58
Cashier	8.21	10.01	10.32
Baker	8.48	10.01	10.32
Customer Service	7.97	9.88	10.20
Dishwasher	7.86	9.67	9.94
Sandwich maker/ Salad maker	8.54	9.62	9.94

An employee with 5 years seniority will be paid a 15¢/hour longevity bonus in addition to their hourly rate

Hydro Dunsmuir
Hydro Edmonds
Ministry of Health
Ladner Leisure Centre

Classification	Start	after 12 months	after 24 months
Cook	9.03	11.11	11.42
Short order cook	8.54	10.10	10.30
Catering Coordinator(+)	8.43	9.87	10.19
Cashier	8.18	9.76	10.08
Baker (*)	8.33	9.76	10.08
Customer Service	7.70	9.60	9.92
Dishwasher	7.59	9.38	9.71
Sandwich maker/ Salad maker	8.33	9.56	9.87

(*) Douglas, Pacific Press, BC Hydro

(+) BC Hydro/Edmonds, Dunsmuir only

An employee with 5 years seniority will be paid a 15¢/hour longevity bonus in addition to their hourly rate

APPENDIX "B"

EMPLOYEE BENEFIT PLANS

I. Introduction

The following pages describe the qualifications required for eligibility in participating in the individual benefit plans and also the benefits covered in these same plans. Some of the exceptions and definitions for the terms of eligibility and subsequent participation in the separate plans are listed below: Note that this language is not intended to cover all technical aspects of the benefit plans, but rather to give you a general understanding. Certain restrictions and time limits apply to the different plans. Further information on specific details of the benefits summarized is contained in the carrier documents.

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

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

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

4. Designation of a beneficiary when enrolling in the following plans:

- a) Basic Life Insurance
- b) Accidental Death and Dismemberment Insurance

The beneficiary may be the employee's estate or any person (or persons) chosen by the employee to receive the plan benefits after their death.

Note: Minor children are not acceptable as beneficiaries.

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

- 5. All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be covered by the actual terms and conditions of the benefit plans with the carrier as amended from time to time. The benefit plan descriptions contained in this Agreement are provided only for the purpose of general information.
- 6. The liability with regard to providing the benefit and insurance coverages agreed to herein is in all events limited to arranging the underwriting of coverages by insurers and to the procedural administration of the plans. ICL cannot be held liable for the rejection of any claim or claims by insurers.
- 7. Should a claim by an employee be rejected by the insurance carrier, the insurance carrier will provide in writing the reason(s) for rejection.

Upon the request of an employee, the Company and the Union shall process an appeal to have the claim reevaluated with all appropriate, i.e. non confidential, documents provided to the parties.

II. Hospital-Medical Plan

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

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

1. Medical Services Plan of British Columbia

- Eligibility

First day of the month after 3 months continuous service.

- Exceptions

a) New Residents: From another province are eligible for coverage after a statutory waiting period of the remainder of the month of arrival plus two months.

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

- Employee Contributions

To be 20% of the premium cost.

- Benefits

a) Medical Services Plan - This plan pays for medical, surgical and obstetrical services in the home, office, hospital or institution. It also covers the following services:

- services of a physician or surgeon;
- administration of anaesthetics;
- diagnostic x-ray and laboratory services - when ordered by a physician and performed under the direction of a physician in an approved laboratory or radiological facility;
- dental or oral surgery only when medically required to be performed in a hospital;
- Chiropractic/Naturopathic/Physiotherapy - limited to 12 treatments per year per patient under 65 and 15 treatments per year per patient 65 years of age and over;
- Orthodontic - service in the care of a cleft lip, cleft palate, or other severe congenital facial abnormality when performed by a dental surgeon on an insured person 20 years of age or younger;

- Optometric - required diagnostic services are approved. The plan does not pay for fitting or cost of lenses;
- Orthoptic - limited to \$50.00 per patient in any one year when referred by a medical practitioner;
- Podiatry - limited to \$100.00 per patient in any one year unless referred to by a medical practitioner.

b) British Columbia Universal Pharmacare*

This plan covers participants in the Medical Services Plan (M.S.P.). It provides 80% refund on all prescription drug expenses in excess of four hundred dollars (\$400.00) annually (per person **or** family unit). It also provides coverage of 80% refund for all prosthetic devices and ostomy supplies in excess of for hundred dollars (\$400.00) deductible. Diabetic insulin and needles are also eligible expenses.

* Subject to provincial legislation.

- Dependents

Spouse - Common- status accepted.

Includes any unmarried children supported by the employee, up to age eighteen (18) or to age twenty-four (**24**) if attending school full-time.

2. Extended Health Benefits

- Eligibility

First day of the month after 3 months of continuous service. Participation to be in accordance with the terms of eligibility for the Medical Services Plan of British Columbia (M.S.P.).

- Employee Contribution

If an employee joins the basic M.S.P. of B.C. plan, the Extended Health Benefit Plan (E.H.B.) will be added at no cost to the employee.

- Benefits

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

e Eligible Expenses

- drugs and medicines when properly prescribed by a physician or surgeon;
- treatment by a licensed Chiropractor or Naturopath - maximum claimable amount of \$200.00 per person up to a maximum of \$500.00 per family, per calendar year (x-rays included);
- treatment by a licensed Physiotherapist when ordered by the attending physician. Payment is based on the Schedule of Fees approved by the Board of Directors of M.S.A.;
- treatment by a licensed Podiatrist (x- and appliances excluded);
- fees of private duty nurses when ordered by an attending physician;
- charges for oxygen, blood and blood plasma;
- charges for crutches, casts, splints, trusses, braces and permanent prosthetic appliances when ordered by the attending physician;
- orthopedic shoes when prescribed by an Orthopedic Surgeon for the proper management of congenital or post-traumatic foot problems;
- charges for a wheelchair, hospital bed, iron lung or necessary equipment when ordered by the attending physician;
- hearing aids for dependent children under sixteen years of age when prescribed by the attending specialist. The maximum claimable benefit during a five year period shall not exceed \$300.00 per child;
- ambulance services in the event of emergency;
- dental treatments, above those covered by M.S.P., resulting from an injury or accident. Treatment must be performed within fifty-two (52) weeks of accident;
- the difference between standard ward and semi-private accommodation;
- out-patient services not available under M.S.P.;
- hospital accommodation and physician's services outside of B.C. above the costs paid by M.S.P.;
- vision care expenses including the cost of prescription eye glasses, including frames and contact lenses, to a maximum of seventy-five dollars (\$75.00) per person in any twenty-four (24) month calendar.

e Dependents

Dependents include:

- the spouse and children age twenty-one (21) or under, unmarried and dependent on the employee for support;
- spouse - common-law status accepted;
- unmarried children in full time attendance at a recognized educational institute;

- unmarried mentally or physically handicapped children mainly dependent on and living with the employee or spouse.

III. Dental Plan

- Eligibility

First day of the month following one (1) year Company service and working twenty (20) hours or more per week on a continuous basis.

Note: If the employee does not enroll when first eligible, they may enroll by December 1st of any year, and coverage will take effect the following January 1st.

- Employee Contributions

To be 20% of the premium cost.

- Benefits - Plan A

Eligible expenses reimbursed at 80% of current British Columbia Dental Fee Guide and includes the following:

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

Note: A \$1500 maximum per individual per year applies to the plan
Fluoride treatments for children only are covered
Recall at 9 month intervals for adults, 6 months for children

- Definition of Dependents

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

IV. Group Insurance Plans

The benefit plans included collectively in the group insurance heading are Basic Life Insurance and Accidental Death & Dismemberment.

- Eligibility

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

- Employee Contributions

To be 33.34% of the premium cost.

- a) Life Insurance

Basic Life Insurance - Ten thousand dollars (\$10,000)

- This amount will be paid to the beneficiary in the event of death from any cause.

- b) Accidental Death & Dismemberment Insurance

Amount of Insurance

- Principal amount is ten thousand dollars (\$10,000);
- This amount will be paid to the beneficiary if death results from an accident.
- This amount will be paid to the employee for the accidental loss of two (2) limbs or two (2) eyes. A lesser amount is payable for the accidental loss of one (1) eye or one (1) limb.

Calculation of average weekly hours is completed semi-annually to reflect changes in hours worked.

When hours worked for the review period become less than twenty (20) hours, the coverage is automatically cancelled and the employee is notified that they may reapply when their hours have increased to more than twenty (20) hours per week continuously for a minimum of two months.

EMPLOYEES NOT ACCEPTING THIS COVERAGE WHEN ELIGIBLE CANNOT REAPPLY FOR COVERAGE AT A LATER DATE.

V. Weekly Indemnity Plan

e Eligibility

First day of the month following- six (6) months Company service and working twenty (20) hours or more per week on a continuous basis. If not applied for when first eligible, a medical 'questionnaire will be required to be submitted for a future application.

e Employee Contributions

To be 33.34% of the premium cost.

• Benefit Level

- Seventy - percent (75%) of average weekly earnings up to the current Unemployment Insurance Commission maximum.
- Benefits begin on the first day of disability due to injury, the first day of hospitalization, or the fourth day of disability due to sickness.

Note: Calculation of "average weekly earnings" is completed annually/semi-annually in conjunction with dates of new job rates per the Collective Agreement. Therefore, if individual job re-classification occurs at other times during the year, the increased wage will not be reflected until the next recalculation of benefits.

- Weekly Indemnity Benefits will be paid as follows:

- i) for a 15 week maximum under the insurance plan;

If still disabled:

- ii) up to 15 weeks of coverage through the Unemployment Insurance Commission;

If still totally disabled:

- iii) for a further 15 week maximum under the insurance plan

If **an** employee has received the maximum benefits and is absent again, he or she must have returned to work for at least a two (2) week period before a new claim will be considered.

- Benefits are not payable for pregnancy, or injury covered by Workers' Compensation.
- If illness is certified by a paramedical practitioner, the employee must be referred by a licensed physician.

APPENDIX "C"

PARENTAL LEAVE

Under the Employment Standards Act, employees are entitled to a leave of absence from work, without pay, so that they can spend time with a new child. A natural mother is entitled to 18 weeks unpaid maternity leave. As of March 22, 1991, the Act also provides for 12 consecutive weeks of paternal leave for both mothers and new fathers; including adopting parents.

WHO MAY TAKE THE NEW TWELVE WEEKS PATERNAL LEAVE?

- The natural mother of a newborn child.
- The natural father of a newborn child.
- An adopting parent.

HOW DO I QUALIFY FOR MATERNITY OR PATERNAL LEAVE?

- Give your employer at least two (2) weeks written notice of the day you want to start your leave and a medical certificate or letter from the adoption agency.
- If you plan to take both maternity and paternal leaves, separate notice is required for each leave.
- There is no minimum period that you must work for an employer before you can apply for paternal or maternity leave. Your employer must keep your job of a comparable position open for you after your leave ends. Your employee benefits (such as medical) continue during the unpaid leave period, provided that you continue to pay your share of any premiums.

WHEN MUST I TAKE PARENTAL LEAVE?

- Both the mother and father may apply for parental leave. Leave may be taken at the same time or at different times.
- Natural mother: Parental leave must begin when your maternity leave expires, unless you and your employer agree otherwise.
- Natural father: Leave must be taken within 52 weeks of the child's date of birth.
- Adopting parent: Within 52 weeks of the date the child comes into your actual custody.

WHAT IF MY CHILD IS SICK AND CANNOT COME HOME RIGHT AWAY?

- If the newborn or adopted child suffers from a physical, psychological or emotional condition and will be at least six (6) months of age before coming into your actual care and custody, you are entitled to an additional period of parental leave of up to five (5) weeks.

- Your doctor or the agency that placed the child must certify that such an additional period do parental leave is required.
- As indicated above, total maternity and parental leave may not exceed thirty-two (32) weeks under the Act.

MEMORANDUM OF AGREEMENT

BETWEEN

I C L

AND

HOTEL, RESTAURANT, CULINARY EMPLOYEES & BARTENDERS UNION

LOCAL 40

Those employees listed below shall receive the greater amount of severance pay in accordance with Article 8.08 of the Collective Agreement, or as follows:

An employee who has completed one or more years of continuous service with the same employer, upon termination of employment shall be entitled to severance pay. Severance pay shall consist of eight (8) hours pay for every six (6) months of employment at the current hourly rate. Severance pay shall be calculated to the closest one-half year.

- Ali, Mahmoodan M.
- Aulakh, Harbax K.
- Camara, Clotilde S.
- Harris, Betty E.
- Johal, Parmjit
- Lee, Kitty
- Nimchuk, Rose
- Parman Minnie
- Pattinson, Marie
- Tonin, Gina

FOR THE COMPANY

FOR THE UNION



November 1, 1999

File: 1158401

IC L Services
1126 S.E. Marine Drive
Vancouver
B.C.
V5X 2V7

IC L (Division of White Spot Limited) province-wide, B.C.

Hotel Employees and Restaurant Employees International Union Local 40 (food service employees)

This company was sold to Beaver Foods, and is no longer a division of White Spot Ltd.

Terminating: September 30, 1998

The Workplace Information Directorate maintains an extensive library of collective agreements in both the federal and provincial jurisdictions. With respect to your organization, the collective agreement described above is the latest we have on file.

In its Federal Plan for Gender Equality (1995), the Government of Canada committed itself "to ensuring that all future legislation and policies include, where appropriate, an analysis of the potential for different impacts on women and men." In accordance, we are requesting to the extent possible, a numerical gender breakdown of your membership.

Could you please send us a copy of any subsequent agreement or amendment (preferably on diskette, including the format), including any attachments which are part of the agreement or supplementary documents (such as pension or health plans) referred to in the agreement.

Please show separately, the number of employees covered by the agreement in the space provided on the return part of this form.

Your co-operation will help the Workplace Information Directorate maintain its services in the collective bargaining field.

Yours sincerely,

Lucie Lalonde (handwritten signature)

Collection of Agreements Unit
Telephone: 1-800-567-6866 or (819) 997-0252

Please complete this part and forward with copy of collective agreement to: Workplace Information Directorate Collection of Agreements Unit Labour Branch Human Resources Development Canada Hull, Quebec KIA 0J2

File: 1158401

Number of employees covered by the agreement.

-Males [] Females []