

COLLECTIVE AGREEMENT

Between

Papa John's Pizza BC Inc.

And



Effective to: March 31st, 2021

TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE OF AGREEMENT 1

ARTICLE 2 - RECOGNITION 1

ARTICLE 3 - UNION SECURITY 1

ARTICLE 4 – DUES AND REMITTANCE 2

ARTICLE 5 - NO INTERRUPTION OF WORK..... 3

ARTICLE 6 - MANAGEMENT RIGHTS 3

ARTICLE 7 - SHOP STEWARDS 3

ARTICLE 8 – JOINT CONSULTATION COMMITTEE 4

ARTICLE 9 - HOURS OF WORK 4

ARTICLE 10 - OVERTIME 5

ARTICLE 11 - SENIORITY 6

ARTICLE 12 - PROBATIONARY EMPLOYEES..... 6

ARTICLE 13 - JOB OPENINGS 6

ARTICLE 14 - LAYOFF AND RECALL 7

ARTICLE 15 – SEVERANCE..... 8

ARTICLE 16 - PERMANENT OR PARTIAL CLOSURE 8

ARTICLE 17 - VACATIONS 9

ARTICLE 18 - STATUTORY HOLIDAYS 9

ARTICLE 19 – LEAVES AND JURY DUTY 10

ARTICLE 20 - DISCIPLINE..... 10

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE 10

ARTICLE 22 - HEALTH AND SAFETY 12

ARTICLE 23 - WAGE SCHEDULE..... 13

ARTICLE 24 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT 14

ARTICLE 25 – BULLETIN BOARD..... 14

ARTICLE 26 – EXCLUDED EMPLOYEES..... 14

ARTICLE 27 – PAID EDUCATION LEAVE..... 14

ARTICLE 28 – BENEFITS 15

LETTER OF UNDERSTANDING #1 - COMPRESSED WORKWEEK 16

LETTER OF UNDERSTANDING #2 18

ARTICLE 1 - GENERAL PURPOSE OF AGREEMENT

- 1.1 The general purpose of this Agreement is to maintain harmonious relations between the Employer and its employees; to provide and maintain working conditions, hours of work, wage rates and benefits; to establish equitable systems for the hiring, promotion, layoff and recall of employees; and to provide for the prompt and equitable disposition of differences and grievances.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer who are employed at 124 - 1551 Broadway Street, Port Coquitlam, BC, (the "Plant") who are included in the bargaining unit described in the Certification of Bargaining Authority issued by the Labour Relations Board of British Columbia as now exists, or as may be amended from time to time.
- 2.2 Except as permitted by this Agreement, there shall be no Union activities on the Employer's time or on the premises of the Employer without prior permission from the Employer.
- 2.3 The Union Business Agent and/or a representative of the National Union will be entitled to participate in any meetings between the Company and the Union, it being agreed that meetings do not need to be rescheduled or delayed in the event that such external Union representative cannot attend.
- 2.4 The Union Business Agent and/or a representative of the National Union will be allowed access to the Company's property in order to visit with, and conduct business with and on behalf of the Union members, it being understood that such business will not occur during business hours except with the consent of the Employer.
- 2.5 The Union will be given time to provide an orientation to all new employees, not to exceed thirty (30) minutes.

ARTICLE 3 - UNION SECURITY

- 3.1 Any new employee will, as a condition of employment, become a member of the Union on their first day of employment.
- 3.2 The Employer agrees that it is a condition of employment for all employees to be members in good standing of the Union. However, no employee will be denied membership in the Union or have their membership in the Union terminated as a result of exercising any right under the BC Labour Relations Code.

- 3.3 No employee will be denied membership in the Union or have their Union membership terminated without the application of the principles of natural justice.

ARTICLE 4 – DUES AND REMITTANCE

4.1 Dues Deduction and Remittance

- (a) The Employer agrees to deduct, from the pay of each employee covered by this agreement, an amount of Union dues or their equivalent as well as any initiation fees or any special assessments, as specified by the Union in writing.
- (b) The Employer shall remit to the Secretary-Treasurer of the Local Union the total amounts so deducted no later than ten (10) business days after the deduction has been made accompanied by a list of employees on the payroll for the pay period in which the deductions were made and the amount of such deductions for each employee and their job classification. The Local Union shall provide appropriate contact information of the Secretary-Treasurer of the Local Union to the Employer.
- (c) The Employer will forward a list of all employees who have authorized such Union deductions. In consideration of the deducting and forwarding by the Employer of the amounts so deducted, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this clause.

4.2 Dues on T4 Slips

- (a) The Employer shall show the total amount of Union dues deducted on an employee's T-4 slip at the end of each calendar year, in accordance with usual and customary practices.

4.3 New Employees

- (a) The Employer shall furnish to the Union along with the monthly Union dues, a list of new employees taken into the bargaining unit during the month.
- (b) The Employer will issue Union dues Administration cards supplied by the Union and have each new employee fill them out after hire. The filling out of such administration card and deduction of dues is a condition of employment. The Employer will then forward those cards to the Local Union within thirty (30) days.

ARTICLE 5 - NO INTERRUPTION OF WORK

- 5.1 During the term of this Agreement, the Union will not permit or encourage any strike, lockdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operations through the Union's members.
- 5.2 During the term of this Agreement the Employer will not engage in any lockout of its employees.
- 5.3 It is the intention of the parties that during the life of this Agreement, all disputes as to the meaning and application of this Agreement shall be handled in accordance with the provisions of the Grievance and Arbitration Procedures set forth herein.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1 Unless specifically restricted by a provision within this Agreement, the Employer reserves all management rights with respect to operating and managing its business at the Plant, including but not limited to, the right to establish hiring policies, to select employees for hire, to determine what work will be performed, to determine what equipment and processes will be employed, to determine how the workforce will be directed and evaluated, to determine whether to increase or curtail operations, to schedule shifts and vacations, to grant leaves of absence, to make and enforce workplace rules that are not inconsistent with this Agreement, and to generally maintain order, discipline and efficiency.

ARTICLE 7 - SHOP STEWARDS

- 7.1 The Union will select from the employees up to two (2) Shop Stewards in accordance with the Union By-laws.
- 7.2 The Shop Steward(s) will represent the Union for the purposes stated in this Agreement, except as otherwise provided in this Agreement.
- 7.3 The Shop Steward(s) will be granted reasonable time off, with pay, to attend to the following Union business at the Plant: meeting with management at the Plant concerning matters of plant safety; and attending Joint Consultation Committee meetings.
- 7.4 The Shop Steward(s) will be granted reasonable time off, without pay, to attend to the following Union business at the Plant: representing an employee during a discipline meeting if the employee requests such attendance; and attending grievance meetings with management at the Plant.
- 7.5 The Shop Steward(s) may apply to the Employer for reasonable time off, without pay, to conduct offsite Union business. To obtain such leave, a Shop Steward will provide as

much notice as possible. The Employer may, acting reasonably, refuse such a leave request for operational needs.

ARTICLE 8 – JOINT CONSULTATION COMMITTEE

- 8.1 There will be a Joint Consultation Committee established of not more than two (2) employees and two (2) management staff.
- 8.2 The Joint Consultation Committee will meet not less than once every two (2) months to discuss Plant labour relation issues.
- 8.3 The two (2) employees appointed by the Union to the Joint Consultation Committee shall be granted time off work for their time attending meetings of the Committee.

ARTICLE 9 - HOURS OF WORK

- 9.1 A "week" under this Agreement is Sunday through Saturday.
- 9.2 A "full time" work week is forty (40) hours in a week.
- 9.3 There is no guarantee of full time employment, but scheduling of individual employees will be done in accordance with the terms of this Agreement. Both parties to this Agreement are committed to maintain the principle of a basic work week of forty (40) hours, but agree that additional time may be worked to permit operation or protection of the plant when paid for as shown in the Overtime Section of the Agreement.
- 9.4 Employees will receive a one half (½) hour unpaid lunch break during their shift. Employees who work more than seven (7) hours on a shift will receive two (2) fifteen (15) minute paid rest breaks during their shift. An employee will be entitled to a paid fifteen (15) minute break after the tenth (10th) hour worked on a shift.
- 9.5 The Employer will post work schedules two (2) weeks in advance. The Employer may change the posted schedule for reasonable operational needs or at the request of an employee. If the Employer changes the schedule, the Employer will notify any affected employee through reasonable means.
- 9.6 While the Employer is entitled to schedule daily and weekly shifts of various lengths as provided in this Agreement, the Employer will make every reasonable effort to schedule the maximum number of regular employees to shifts of eight (8) hours before instituting shifts of lesser hours. This does not oblige the Employer to create split shifts.
- 9.7 If the Employer requires an employee to work more than six (6) continuous days, the employee will be paid at one and a half (1½) times the employee's regular wage for all hours worked on the seventh (7th) or subsequent day, until such time as a day off work occurs. There shall be no pyramiding of such premium pay with overtime pay.

- 9.8 The Employer will meet with the Union prior to implementing shifts on Saturday and/or Sunday, for the purposes of determining whether there are other reasonable alternatives to such shifts. This obligation will not apply to overtime work on Saturdays or Sundays. The Employer will give at least three (3) days' written notice to the Union of a meeting time. If the Union cannot attend the meeting, then the Employer can proceed to schedule shifts on the Saturday and/or Sunday.
- 9.9 When the employees shift schedule is posted, the employee will be paid no less than the rate of the position for which they have been scheduled for, during the period for which the schedule is posted.
- 9.10 Where an employee is moved from a higher paid position to a lower paid position, the employee will retain the higher rate for all hours worked.
- 9.11 Each employee is required at their work station and prepared to work at the beginning of their shift.

ARTICLE 10 - OVERTIME

- 10.1 Employees will receive overtime pay premiums as follows:
- (a) Daily overtime as follows: one and a half (1½) times the employee's regular wage for all hours worked over eight (8) in a day up to twelve (12) hours worked, after which time the employee will receive two (2) times the employee's regular wage;
 - (b) Weekly overtime will be as follows: one and a half (1½) times the employee's regular wage for all hours worked over forty (40) in a week; and two (2) times the employee's regular wage for all hours worked over forty-eight (48) in a week.
 - (c) If a member works in excess of two (2) hours in addition to their scheduled shift, they shall be paid ten dollars (\$10.00) in lieu of a meal.
- 10.2 Hours worked on a Statutory Holiday will be paid at one and a half (1½) times the employee's regular wage for all hours worked up to twelve (12) hours, after which time the employee will receive two (2) times the employee's regular wage.
- 10.3 There shall be no pyramiding of daily overtime and any hours treated as daily overtime will not be included in the calculation of weekly overtime. All hours worked on Statutory Holidays will be included in the calculation of weekly overtime.
- 10.4 The Employer will offer overtime in the following order

- (a) By seniority within the department, to employees at work or, in the case of overtime before the first shift of the day, to employees in the department who are scheduled to work the first shift;
 - (b) by seniority to other employees at work who are able to perform the overtime duties or, in the case of overtime before the first shift of the day, to employees who can do the work and who are scheduled to work the first shift;
 - (c) by seniority to employees within the department other than those in (a) above; and
 - (d) by seniority to all other employees who can do the work.
- 10.5 An employee, who is offered overtime may refuse to work it for reasonable reasons, provided however that if no employee accepts the overtime, the Employer may assign the overtime in reverse order of seniority of those employees presently at work or who are already scheduled for work that day. No employee will be required under this provision to work overtime more than twice a week.

ARTICLE 11 - SENIORITY

- 11.1 Seniority will be calculated according to start date of the employee at the Plant.
- 11.2 The Employer will provide to the Union each year an up to date Plant seniority list including name, address, and telephone number of each employee.

ARTICLE 12 - PROBATIONARY EMPLOYEES

- 12.1 Employees will be considered probationary until they have completed three (3) months' work with the Employer. This period may be extended by mutual agreement of the Union and the Employer.
- 12.2 During the employee's probation period, the Employer will assess the employee's suitability for ongoing employment.

ARTICLE 13 - JOB OPENINGS

- 13.1 If there is a job opening, either through vacancy that the Employer wishes to fill or if a new position is established, the Employer will post the opening for a period of ten (10) working days in the workplace. Employees who desire the posted position must submit an application to the Employer within five (5) working days of the end of the job posting. The Employer may also advertise the opening to prospective employees outside the bargaining unit, and such prospective employees can apply for the opening.

- 13.2 In the filling of positions within the bargaining unit, the Employer will select the successful candidate amongst all that apply by considering the skills, ability, experience and job performance of the candidates, with seniority acting as a tie breaker if in the assessment of the Employer, two or more candidates are relatively equal.
- 13.3 The Employer can temporarily fill a vacancy while the selection process is underway. Any such temporary position will not last more than twenty (20) days without consent of the Union. If the Employer has filled a vacancy temporarily under this Article, then when the Employer makes a decision on how to fill the vacancy on a permanent basis, the Employer cannot give any advantage to such temporary employee for having worked on a temporary basis.

ARTICLE 14 - LAYOFF AND RECALL

- 14.1 With one (1) week working notice, pay in lieu, or combination of notice and pay in lieu, the Employer may lay off employees by seniority within their department.
- 14.2 The following rules will apply to employees who are laid off:
- (a) Employees will be recalled in order of seniority for any job that they are able to perform at the Plant;
 - (b) An employee will be terminated without severance and will lose all recall rights if they fail to return to work for five (5) working days after being recalled from layoff by receipt of a registered letter, except where the employee has a reasonable explanation. Unless evidence or receipt at an earlier date is available, an employee will be deemed to have received such registered letter seven (7) days after it is postmarked.
 - (c) An employee who is laid off is responsible for providing the Employer with the employee's current address and phone information to allow for notice of recall to be communicated by the Employer.
 - (d) Except as otherwise provided in this Agreement, laid off employees will retain their seniority and recall rights for up to six (6) months after layoff, after which time they are lost.
 - (e) If an employee on lay off is recalled and returns to work, the employee will retain seniority and all rights under this Agreement will be reinstated.
 - (f) If an employee is to be laid off from his or her department, the Employer will provide that employee with an opportunity to transfer into another position in the Plant by reverse order of Plant seniority. The employee may refuse to transfer, in which case the employee will be laid off. To facilitate a transfer opportunity, the Employer will provide five (5) days of training to establish the

employee's ability to do the job. If after the five (5) days of training, the Employer determines that the employee is unsuitable for the position, the employee will be laid off. Notwithstanding the foregoing, employees cannot transfer to the driver Department unless they already have the training, licence, endorsement and experience required for the driver position.

ARTICLE 15 – SEVERANCE

- 15.1 An employee will receive severance in accordance with this Article if the Employee is laid off and is not recalled within the recall period.
- 15.2 Once severance is paid, all recall and seniority rights are lost.
- 15.3 Severance will be calculated as follows:
- (a) Employees with three (3) months' seniority will receive one (1) week's pay;
 - (b) Employees with one (1) year of seniority will receive two (2) weeks' pay;
 - (c) Employees with three (3) years of seniority will receive three (3) weeks' pay;
 - (d) Employees with four (4) or more years of seniority will receive one (1) week per year of service up to a maximum of six (6) weeks.
- 15.4 A week of pay for the purposes of severance calculation will be determined by totaling the regular wages of an employee (excluding overtime) in the most recent eight (8) weeks of active work, and dividing that total by eight (8), it being understood that vacation, approved leaves, or statutory holidays will not be counted against an employee.

ARTICLE 16 - PERMANENT OR PARTIAL CLOSURE

- 16.1 In the event that the Employer is closing the Plant or a Department, the Employer will provide working notice, pay in lieu, or a combination of working notice and pay in lieu, to an employee whose employment is terminated as follows:
- (a) Employees with three (3) months' seniority will receive one (1) week's pay;
 - (b) Employees with one (1) year of seniority will receive two (2) weeks' pay;
 - (c) Employees with three (3) years of seniority will receive three (3) weeks' pay;
 - (d) Employees with four (4) or more years of seniority will receive one (1) week per year of service up to a maximum of twelve (12) weeks.

- 16.2 Any employee terminated for permanent closure of the Plant or a Department will have no further recall or seniority rights.
- 16.3 A week of pay for the purposes of this Article will be determined by totalling the regular wages of an employee (excluding overtime) in the most recent eight (8) weeks of active work, and dividing that total by eight (8), it being understood that vacation, approved leaves, or statutory holidays will not be counted against an employee.

ARTICLE 17 - VACATIONS

- 17.1 Except as otherwise provided in this Article, employees will accrue vacation time and pay in accordance with the BC Employment Standards Act.
- 17.2 Employees must obtain Employer permission to take vacation. The Employer may refuse such request for operational reasons.
- 17.3 Employees on layoff shall have the right to take unused vacation.
- 17.4 Employees whose employment is terminated, for whatever reason, shall receive the unpaid balance of vacation pay earned, or shall have deducted the negative balance of vacation from any wages owing to them.
- 17.5 Once an employee has completed three (3) years of service with the Company, they will be entitled to three (3) weeks' vacation at their regular weekly rate of pay.

Once an employee has completed seven (7) years of service with the Company, they will be entitled to four (4) weeks' vacation at their regular weekly rate of pay.

ARTICLE 18 - STATUTORY HOLIDAYS

- 18.1 The following will be the recognized as Statutory Holidays, as defined in the BC Employment Standard Act:

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

- 18.2 Employees who have worked fifteen (15) of the thirty (30) calendar days before the Statutory Holiday will receive an average day's pay for each Statutory Holiday, regardless of whether or not the employee works the Statutory Holiday. An average day's pay is calculated by totalling the regular wages earned in the thirty (30) day period before the Statutory Holiday (excluding overtime), and dividing by the number of days worked in that thirty (30) day period. Any paid time off work counts as a work day for the purposes of this Article.
- 18.3 The Employer may require an employee to work on a Statutory Holiday, in which case the employee will, in addition to an average day's pay required by this Article, receive premium pay in accordance with Article 10.2.

ARTICLE 19 – LEAVES AND JURY DUTY

- 19.1 Employees are entitled to leaves and jury duty without pay as set out in the BC Employment Standards Act, and all related obligations and timelines as set out in that legislation shall apply. Seniority will continue to accrue uninterrupted during all such leaves. The Employer will provide an employee with three (3) days of paid leave upon the death of an "immediate family" member as that term is defined in the Employment Standards Act.
- 19.2 The Employer will allow up to one employee at a time to go on full time union business leave of up to three (3) years' duration. To obtain such a leave, the employee must prove that he or she has been elected to a full time union position, or has been hired in a full time capacity by the Union. The employee on such a leave must provide at least four (4) weeks' written notice of the conclusion of the leave, prior to a return to work. Seniority will continue to accrue uninterrupted during this leave.

ARTICLE 20 - DISCIPLINE

- 20.1 The Employer has the right to discipline or discharge employees for just cause.
- 20.2 No employee will partake in a discipline investigation meeting or be issued discipline without a Shop Steward present. If no Shop Steward is on the premises, the employee will have another employee of their choice present during said meeting.
- 20.3 Copies of all letters of discipline, warnings, suspensions or notice of terminations will be forwarded to the Unifor Local 433 Business Agent within forty-eight (48) hours of their issuance.

ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

- 21.1 If a difference arises between the parties relating to the dismissal or discipline of an employee, or the interpretation, application, operation or alleged violation of this

Agreement, including a question as to whether a matter is arbitral, either of the parties, without stoppage of work, may submit the difference to the procedure set out in this Article.

Step 1 - If it is an employee grievance, the employee, with the Shop Steward (or designate) will raise the grievance with management (or designate) within thirty (30) days of the incident or when it becomes reasonably known to the Employee. If no satisfactory settlement is reached, the grievance may, within ten (10) calendar days, be referred to the next step.

Step 2 – The grieving party will submit the grievance, in writing, to the other party. Upon receipt of the written grievance, the parties will, within fourteen (14) calendar days, or other time that may be mutually agreed upon, meet and discuss the grievance. The meeting will be between the Employer and Shop Steward. If it is an employee grievance, the grieving employee may attend. The responding party must provide a response within fourteen (14) calendar days of the grievance meeting at this Step, or such other time as agreed by the parties. If no satisfactory settlement is reached, the grievance may, within ten (10) calendar days of receipt of the written response, be referred to the next step. Union or Employer grievances will be initiated at this step. The Union or Employer must submit a policy grievance to this Step 2 within ninety (90) days of becoming aware of the facts underlying the grievance.

Step 3 - The parties will, within fourteen (14) calendar days, or other time that may be mutually agreed upon, meet and discuss the grievance. The meeting will be between the Employer and Shop Steward and the Business Agent and/or the National Representative of the Union. If an employee grievance, the grieving employee may attend. A decision as to the grievance will be rendered in writing and delivered to the grieving party within fourteen (14) calendar days of the meeting.

Failing settlement of the grievance at this stage the grieving party may notify the other party in writing, within thirty (30) calendar days of the responding party's written decision that it intends to submit the matter to arbitration.

- 21.2 If a party fails to provide a written response as required under this Article, the other party may refer the dispute to the next step in the procedure.
- 21.3 If the grievance has not been advanced within the time limits specified in this Article, the grievance will be deemed to be irrevocably abandoned and all rights of recourse to the grievance procedure will be at an end. Notwithstanding this requirement, the time limits between steps may be extended by mutual consent of the Employer and the Union.

21.4 Arbitration Procedure

- (a) Any dispute referred to arbitration under this Article will be heard by a single Arbitrator.
- (b) Upon receipt of notification from the grieving party, the Employer and the Union will endeavour to agree upon the selection of an Arbitrator. In the event the Employer and the Union are unable to agree upon the selection of an Arbitrator, either party may apply to have the Arbitrator appointed under the Arbitration provisions of the BC Labour Relations Code.
- (c) After an Arbitrator has been chosen, the Arbitrator will meet and hear the evidence of both sides and render a decision after the conclusion of the hearing. The Arbitrator's decision is to be final and binding on all parties to this Agreement. The Arbitrator retains all rights of procedure and remedy as granted by the BC Labour Relations Code.
- (d) The Arbitrator will be restricted to interpreting and applying the provisions of this Agreement and will have no authority to alter, modify, subtract from or supplement the provisions in any way.
- (e) The parties to this Agreement will bear an equal proportion of the fees and expenses of the Arbitrator, and will otherwise bear their own costs.

ARTICLE 22 - HEALTH AND SAFETY

- 22.1 The Employer will give consideration to the health, safety and wellbeing of every employee in every phase of every job. No employee will have to work under objectively unsafe or unhealthy working conditions, or with objectively unsafe equipment. An employee who has reasonable cause to believe that an unsafe or unhealthy condition exists may refuse to work under such conditions without being subject to discipline.
- 22.2 Any unsafe or unhealthy working conditions must be immediately reported to management by an employee.
- 22.3 The Employer will establish a joint health and safety committee in compliance with the Workers Compensation Act.
- 22.4 The Employer will provide two (2) uniforms for each employee working in the dough room and tray wash. The Employer will replace worn or damaged uniforms as required. At the conclusion of the employee's probation period, the Employer will provide up to forty dollars (\$40.00) for footwear for employees working in dough or tray wash, upon receiving an appropriate sale receipt for such footwear. At the conclusion of the employee's probation period, the Employer will provide up to one hundred

dollars (\$100.00) for safety footwear to employees who work in the warehouse or delivery, upon receiving an appropriate sale receipt for such footwear.

- 22.5 The Company will provide high-vis safety vests for all warehouse and transportation employees and provide safety eyewear for all employees.

ARTICLE 23 - WAGE SCHEDULE

- 23.1 The wage schedule and progression levels below forms part of this Collective Agreement. Any new job rates negotiated during the term of this Agreement will become part of the new wage schedule.

June 1, 2019	Start	After 3 mos	After 12 mos	After 24 mos	After 36 mos
Warehouse	17.50	17.75	18.28	18.83	19.40
Transportation	19.00	19.25	19.83	20.42	21.03
Tray Wash	14.25	14.75	15.19	15.65	16.12
Dough Production	14.75	15.25	15.71	16.18	16.66

April 1, 2020	Start	After 3 mos	After 12 mos	After 24 mos	After 36 mos
Warehouse	17.85	18.11	18.65	19.21	19.78
Transportation	19.38	19.64	20.22	20.83	21.46
Tray Wash	15.05	15.30	15.50	15.96	16.44
Dough Production	15.05	15.56	16.02	16.50	17.00

April 1, 2021	Start	After 3 mos	After 12 mos	After 24 mos	After 36 mos
Warehouse	18.21	18.47	19.02	19.59	20.18
Transportation	19.77	20.03	20.63	21.25	21.88
Tray Wash	15.35	15.61	15.81	16.28	16.77
Dough Production	15.35	15.87	16.34	16.83	17.34

Note Wage changes will be paid retroactively effective June 1, 2019.

- 23.2 Lead hands will be expected to hold valid first aid certificates and Lead Hands will be paid two dollars (\$2.00) above their posted rate for all hours worked.
- 23.3 At the end of each quarter (March 31, June 30, September 30, December 31), employees who have been at work for all scheduled days will be paid an extra day of pay. All company-approved time off will count as time worked for the purpose of this Article and not count against the employee for qualifying for this provision.

An employee who is over scale will have his or her wage red-circled, until such time as a seniority or time-based increase reaches or surpasses his or her existing wage, at which time the employee will receive the wage specified in the appropriate table above. Notwithstanding the above, a driver who is over scale will receive a single six hundred dollar (\$600.00) payment at the pay period after ratification of the Agreement.

ARTICLE 24 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT

- 24.1 Term of the Agreement shall be date of ratification to midnight March 31, 2021.
- 24.2 The present Agreement shall continue in full force and effect until:
- (a) The Union commences a lawful strike; or
 - (b) The Employer commences a lawful lockout; or
 - (c) The parties enter into a new or amended Agreement.

ARTICLE 25 – BULLETIN BOARD

- 25.1 The Company agrees to supply a bulletin board for the use of the Union in the lunchroom.

ARTICLE 26 – EXCLUDED EMPLOYEES

- 26.1 The Employer agrees that its excluded employees will not perform work normally performed by members of the bargaining unit if doing so would result in the layoff of a bargaining unit employee, would result in a laid off employee remaining on layoff, or would result in an employee losing a shift.

ARTICLE 27 – PAID EDUCATION LEAVE

- 27.1 The Employer agrees to contribute quarterly, two cents (\$0.02) per hour per regular employee for all straight time hours paid except vacation during the term of this Agreement. Payment of these monies will be made to:

Unifor Paid Education Leave Program
205 Placer Court
Toronto, Ontario
M2H 3H9

The Union agrees to provide an annual statement to the Employer by registered mail and such statement will detail expenditures of the fund. It is further agreed that the employee selected to attend the course will be granted an unpaid leave of absence for a total of twenty (20) days of class time, plus traveling time if required. Said leave may be intermittent over a twelve (12) month period from the first (1st) day of leave.

ARTICLE 28 – BENEFITS

28.1 Within ninety (90) days of the ratification of this Agreement, the Company agrees to present a benefit package for the employees that will provide coverage (prescriptions and/or paramedical and/or vision and/or dental). The costs for this plan will be shared with the Company paying sixty percent (60%) and the employees paying forty percent (40%). The plan will be optional for all employees and employees will be eligible to be enrolled into the plan upon completion of six (6) months of employment. The Company will provide this benefit for current employees with more than six (6) months of employment no later than the first of the month after the ninety (90) day mark of date of ratification of this Agreement.

Signed this 29th day of August, 2019.

FOR THE EMPLOYER:
Papa John's Pizza BC Inc.


FOR THE UNION:
Unifor Local 433



Geoff Linquist, President



James Monks, Business Agent



Juan Opazo, QCC Director of Operations



Sujin Han, Committee Chair



Sandi McManus, National Representative

LETTER OF UNDERSTANDING #1 - COMPRESSED WORKWEEK

Dated for reference: June 06, 2019

The Employer and the Union agree that employees covered by the Collective Agreement may work a compressed workweek on the terms set out below.

1. The workweek will include four (4) ten (10)-hour shifts, followed by a minimum of two (2) consecutive days off.
2. The Employer may start a compressed work week based on ten (10) hour work days in a department by mutual agreement with the Union. Two (2) weeks' written notice will be given to employees prior to the Sunday that the schedule will change.
3. The Employer may discontinue a compressed work week based on ten (10) hour work days by providing the Joint Consultation Committee with two (2) weeks' written notice prior to the Sunday that the schedule will change.
4. The terms and conditions of the parties' Collective Agreement will continue to apply to employees working a compressed work week, unless expressly identified in this Letter of Understanding.
5. The compressed work week schedule may be applied to the entire Plant, to an entire Department, or to certain employees by mutual agreement with the Union
6. Notwithstanding Article 9.6 of the Collective Agreement, the Employer continues to be entitled to schedule daily and weekly shifts of various lengths as provided in this Agreement, provided however that the Employer will make every reasonable effort to schedule the maximum number of regular employees on shifts of maximum straight time pay, being eight (8) hours if they are on regular shifts, or ten (10) hours if they are on a compressed work week, before instituting shifts of lesser hours. This does not oblige the Employer to create split shifts.
7. Notwithstanding Article 10.1 of the Collective Agreement, employees working a compressed workweek are entitled to overtime as follows:
 - (a) daily overtime at one and a half (1½) times the employee's regular wage for all hours worked over ten (10) hours in a day up to twelve (12) hours, after which time the employee will receive two (2) times the employee's regular wage;
 - (b) weekly overtime at one and a half (1½) times the employee's regular wage for all hours worked over forty (40) in a week, and two (2) times the employee's regular wage for all hours worked over forty (48) in a week.
8. Statuary Holidays qualifying period while working on the compressed work week is reduced to twelve (12) days worked in the thirty (30) calendar days before the Statuary

Collective Agreement between Papa John's Pizza and Unifor Local 433

Holiday. Employees shall receive ten (10) hours pay at their regular straight time rate for Statutory Holidays as identified in Article 18 of the Collective Agreement that fall within their scheduled work week. In the event that a holiday falls on an employee's regular scheduled day off, they shall receive eight (8) hours pay at their regular straight time rate.

9. An employee scheduled for the compressed workweek who qualifies for bereavement under Article 19.2, will receive three (3) days' pay at ten (10) hours per day at their regular rate.

All other entitlements to premium pay under the Collective Agreement will continue to apply.

FOR THE EMPLOYER:
Papa John's Pizza BC Inc.



Geoff Linquist, President



Juan Opazo, QCC Director of Operations

FOR THE UNION:
Unifor, Local 433



James Monks, Business Agent



Sujin Han, Committee Chair

LETTER OF UNDERSTANDING #2

Workplace Harassment

The Company and Unifor are committed to providing a place of work free of harassment, bullying and violence in the workplace. This procedure applies to all complaints of harassment that take place at this workplace. The workplace is defined as any company facility and function including but not limited to areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment Defined

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, that denies individual dignity and respect on the basis of the grounds including but limited to: sex, race, creed, colour, religion, ethnic origin, place of origin, sexual orientation, political affiliation, gender identity, gender expression, marital status, family status, disability, conviction for which a pardon has been granted, age, social and economic class, activism and participation in the union, or language and any other prohibited ground, as stated in the Provincial/Federal Human Rights Code by any person, in particular, by management, customer, client and/or co-worker, whether verbal or physical, on a single or repeated basis, which humiliates, insults or degrades. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

“Unwelcome” or “unwanted” in this context means any actions which the harasser knows, or ought reasonably to know, are not desired by the victim of the harassment.

Harassment may take many forms: verbal, physical or psychological. It may involve a threat or an implied threat, it may be that acceptance of harassment is perceived to be condition of employment. The following examples constitute harassment, but are not meant to cover all potential incidents:

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

Bullying and Personal Harassment Defined

Bullying and personal harassment are defined as deliberate actions, mobbing, offensive, malicious and/or cruel behaviour with the aim to humiliate, intimidate, undermine, or destroy the character or confidence of an individual or group of individuals. Bullying and personal harassment may include an abuse of power by one person or group over another that degrades an individual. Bullying behaviour is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual, who ought reasonably to have known that her/his actions are unwelcome or unwanted. It can also be an aspect of group behaviour. The policy includes any member in any type of relationship, for example domestic, intimate, common-law partnerships.

Some examples of bullying and personal harassment include using any form of media in verbal communication and/or in psychological manipulation but are not limited to:

- Abusive and offensive language;
- Insults;
- Teasing; or
- Spreading rumour and innuendo
- Unfair blame for mistakes;
- Deliberate exclusion;
- Practical jokes;
- Belittling or disregarding opinions or suggestions; or
- Public criticism

Joint Process

The Company and Unifor agree to form a Joint Building a Respectful Workplace Committee whose function shall be to investigate complaints and help create a respectful workplace. This Committee will comprise of equal number of representatives (2) selected by the Employer and by the Union. At least one (1) member of this Committee from each side must be a woman. The parties agree that the representatives are required to be independent and not responsible for disciplinary decision making.

The Company and Unifor agree to the following process for investigating any complaints of harassment, discrimination and bullying.

Filing a complaint

If an employee believes he/she has been harassed and/or discriminated against there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against them that the behaviour is unwanted and unwelcome;

- Seek assistance from any union representative;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to the Joint Building a Respectful Workplace Committee.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative or any Union member of the Joint Building a Respectful Workplace Committee before taking the complaint to this committee in writing. If the employee believes her/his safety is in jeopardy s/he can exercise right to refuse unsafe work.

Investigation

Upon receipt of the complaint, the contacted Union Representative/Company Official or Joint Building a Respectful Workplace Committee will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately and informally or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the agreed upon Joint Building a Respectful Workplace Committee. The Respondent will be provided with sufficient details of the allegations, either verbally or in writing, to formulate an appropriate response to those allegations and give their version of events.

A formal investigation of the complaint will then begin by the Joint Building a Respectful Workplace Committee as follows:

- The Joint Building a Respectful Workplace Committee determines any preliminary matters. This Committee will appoint at least one (1) representative selected by the employer and at least one (1) representative selected by the Union from the trained committee members each side have available to conduct investigations. The Committee must meet to begin their investigation as soon as possible but no later than five (5) working days after receiving the written complaint. All investigation meetings and/or work shall be done on company paid time.
- Any employee who is to appear before such committee may request to have an independent union representative or member present as a witness for them during any part of the investigation they are part of.
- Where the Complainant is a woman and the complaint involves sexual harassment or gender discrimination, the Joint Investigation Committee will include at least one (1) woman from each side.
- The issue must be handled with utmost confidentiality and is to be resolved within ten (10) working days of notifying the joint committee with a complaint, in writing. Once the committee has finalized their investigation, a written statement of their findings shall be given to the human resources manager for resolution. Copies of such shall be given to the union chairperson, the applicant and the respondent. This

report is confidential and must be treated as such, unless required to be produced by law or by an arbitrator. All documents related to the investigation will be stored in a secured location. A copy shall be sent to the assigned Unifor National Representative as well. The National Representative shall notify Unifor's Human Rights Department about the complaint and its resolution.

- The committee shall not be used to determine discipline in any way but rather that remains the exclusive function of the Company. Any discipline implemented by the Company that is based on the report shall be done as per the existing practices and Collective Agreement including the right to grieve and arbitrate any such discipline.

Unresolved Complaints

If the matter remains unresolved because the joint committee cannot reach a consensus, the complaint will be inserted into the last step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the last step of the grievance procedure, the Union may refer the matter to arbitration in accordance with the provisions of the Collective Agreement.

The parties agree that this procedure is an alternative complaint mechanism and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint Procedure. However, the parties acknowledge the right of individuals to file a complaint with the appropriate Federal/Provincial bodies and to seek redress. Note that these Federal/Provincial bodies have specific timeframes as to when the complaint must be filed. When a complaint is filed under this procedure, it should be noted that statutory time limits are not extended. However, the grievance procedure is put in abeyance/suspended until the joint workplace harassment process is completed.

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

FOR THE EMPLOYER:
Papa John's Pizza BC Inc.




Geoff Linquist, President



Juan Opazo, QCC Director of Operations

FOR THE UNION:
Unifor, Local 433



James Monks, Business Agent



Sujin Han, Committee Chair