

**Collective Agreement**

Between:

**Red Lobster Canada Inc.**

**(the “Employer”)**

- and –

**United Food and Commercial Workers Canada Union,  
Local 401**

**(the “Union”)**

**EDMONTON RESTAURANT 8166  
COLLECTIVE AGREEMENT**

Expiry: March 10, 2023

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By this Agreement between Red Lobster Canada Inc. (the “Employer”) and United Food and Commercial Workers Union, Local 401 (the “Union”) the Employer and the Union mutually agree as follows:

### **ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to provide orderly and harmonious collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure the prompt dispositions of grievances, and to maintain wages, hours and working conditions for the employees, as set forth in this Agreement.

### **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the exclusive collective bargaining agent for all employees of the Employer at 10111 171 Street NW in the City of Edmonton, Alberta, save and except Managers.

2.02 The Employer shall be permitted, at its discretion, to have up to three (3) of its managers on any given day perform work that is regularly performed by members of the bargaining unit, provided that it shall not cause a reduction of hours of work or layoff of bargaining unit employees. The Employer agrees that, other than as provided for in this provision, no other non-bargaining unit employees shall perform work normally performed by bargaining unit employees.

### **ARTICLE 3 - UNION REPRESENTATION**

3.01 The Union Representative shall have access to the Employer’s premises to in order to deal with any matter arising out of this Collective Agreement, but in no case shall the visit interfere with the Employer’s operations.

3.02 Before entering the restaurant the Union Representative shall first seek permission with the General Manager or other managerial personnel of the Employer, which permission shall not be unreasonably denied.

3.03 The Union will promptly notify the Employer of the names of three (3) Shop Stewards and any changes thereto from time to time. Until such notification is received, the Employer is not required to recognize a steward.

3.04 The Union may appoint at its discretion up to four (4) employees for the purpose of collective bargaining negotiations with the Employer.

3.05 The Union will supply a locking bulletin board to the Company for mounting at the kitchen pop machine or in another mutually agreeable location in the workplace. The board shall be for the exclusive use of the Union to keep notices of meetings and other Union business.

- 3.06 An authorized representative of the Union or Shop Steward shall be entitled to a maximum of fifteen (15) minutes with each new hire or new hire group for the purpose of providing Union orientation. The location of the orientation will be on the work premises in a suitable location, arranged by the Employer. Such orientation will take place at the end or beginning of the Employer's orientation and will be unpaid for both the Shop Steward and the new hire(s).
- 3.07 A labour management committee composed of not more than two representatives of the Employer and not more than two representatives of the Union, will, upon the request of either the Employer or the Union, meet not more than quarterly to discuss matters of mutual concern or other issues.

#### **ARTICLE 4 - UNION SECURITY**

- 4.01 The Employer will deduct periodically, from the wages of each employee affected by this Agreement the regular union dues as are authorized by the Union's constitution and by-laws, and certified from time to time in writing by the Union. The Union agrees to give the Employer at least ninety (90) calendar days notice in writing of any changes to the regular Union dues to be deducted.
- 4.02 The Employer will remit the total amount so deducted by cheque payable to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month. The dues cheque shall be accompanied by a statement showing in alphabetical order the name of each employee from whose pay deductions have been made and the total amount deducted for the month.
- 4.03 The Employer agrees to record on each employee's T-4 Income Tax slip the total union dues paid by that employee in that year.
- 4.04 There shall be no discrimination against an employee because of that employee's membership or non-membership in the Union or because of an employee's participation or non-participation in its lawful activities.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union and the employees acknowledge that it is the exclusive right of the Employer to manage its business and, subject only to those specific limitations expressly contained in this Agreement, all rights and prerogatives of management are retained by the Employer. Without limiting the generality of the foregoing, the rights of the Employer shall include but not be limited to:
- (a) the right: to establish rules and policies from time to time to be observed by its employees, and to discipline or discharge employees, provided that no employee, who has completed the probationary period, shall be disciplined or discharged except for just cause;

- (b) the right: to hire, classify, schedule and manage its employees, and to transfer, assign, promote, demote, lay off and recall its employees; to plan, direct and control its operations; to operate and manage its operations in all respects in order to satisfy its commitments and objectives; and
- (c) the right: to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; to determine the direction of the working forces, the work to be done, the standards of performance, the schedules of work, the methods, processes and means of performing work, job content and requirements and the qualifications of the employees; to perform or contract for goods and services; to use new, improved, or different methods or equipment; to determine the number of employees needed by the Employer at any time, and how many employees shall work in any job, the number of hours to be worked, starting and quitting times, and the methods and procedures to be used to ensure security of the property of the Employer, and generally to manage the undertaking and its business without interference;

which rights are exclusively the rights of the Employer unless expressly limited by this Agreement. The Employer agrees that the exercise of these rights shall not be inconsistent with the terms of this Agreement.

## **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

- 6.01 The Union and the employees agree that while this Agreement continues to operate, neither the Union nor any employee shall engage in a strike contrary to the *Alberta Labour Relations Code*, as amended. The Employer agrees that while this Agreement continues to operate, it shall not engage in a lockout contrary to the *Alberta Labour Relations Code*, as amended.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 A grievance shall be defined as any difference arising out of the interpretation, application, or alleged violation of the collective agreement. It is the mutual desire of the parties that grievances will be adjusted as quickly as possible.
- 7.02 Prior to filing a grievance, an employee may first discuss the issue with the employee's Manager. If an employee requests, a Union steward or a Union Representative may discuss the issue with the Manager, on the employee's behalf.
- 7.03 Where an employee, who has completed the probationary period, is discharged or suspended, the Union may present the employee's written grievance directly to the Director of Operations or designate at Step No. 2 of

the grievance procedure within fourteen (14) days from the time that the employee was notified of the suspension or discharge.

- 7.04 **Step No. 1** Failing settlement of the grievance in a verbal discussion, the Union may submit the grievance, in writing, to the General Manager. Such written statement of the grievance must be submitted within fourteen (14) calendar days from the occurrence of the event which gave rise to the grievance. The Employer shall respond to the grievance in writing within (5) calendar days.
- 7.05 **Step No. 2** Failing settlement of the grievance at Step 1, the Union may present the grievance, in writing, to the Director of Operations in writing within seven (7) calendar days from receiving the Employer's response at Step 1. A meeting with the grievor, a Union representative and the Director of Operations may be arranged at a mutually agreeable time and location to discuss the grievance (the Step 2 meeting). The Step 2 Meeting shall take place within seven (7) calendar days from the date the grievance is received by the Director of Operations. A Union staff representative shall be present at the Step 2 Meeting. A conference call can be arranged in lieu of a Step 2 Meeting, if agreed by the parties. The Employer shall respond to the grievance in writing within (7) calendar days of the Step 2 Meeting.
- 7.06 Any differences arising directly between the Union and the Employer relating to the interpretation, application, or alleged violation of this agreement may be presented by either party as a Policy Grievance, within fourteen (14) calendar days from the time that the party knew, or should have known, of the subject matter of the grievance. Such grievance shall be heard commencing at Step 2.

## **ARTICLE 8 - ARBITRATION**

- 8.01 If the grievance is not resolved at Step 2, either party may notify the other party in writing of its desire to submit the dispute to arbitration, which notice is to be given within sixty (60) calendar days of the Step 2 response.
- 8.02 The grievance shall be heard by a sole arbitrator. The parties will attempt to agree upon the choice of person to act as sole Arbitrator within fourteen (14) calendar days of the date of the request for arbitration. If the parties are unable to agree within this fourteen (14) calendar day period, either party may request the Director of Mediation Services to appoint an Arbitrator.
- 8.03 The Arbitrator shall not have jurisdiction to alter, amend or change any term of this Agreement.
- 8.04 The parties will equally share the cost of the Arbitrator.

## **ARTICLE 9 - DISCIPLINE**

- 9.01 An employee who has completed the probationary period will not be disciplined, except for just cause.
- 9.02 An employee may have a Steward or a Union representative present at the meeting where the employee is disciplined or discharged. The affected employee and the Union shall be given a copy of the disciplinary notice that is given to an employee. The Union copy will be sent to the Union office.
- 9.03 A record of discipline contained in an employee's personnel file will not be relied upon after twenty-four (24) months, provided that the employee has not been subsequently disciplined within that time period.

## **ARTICLE 10 - SENIORITY**

- 10.01 Seniority shall mean the length of continuous service in the employ of the Employer. In the case of employees hired prior to certification, their seniority shall be credited to their original date of hire. If two (2) or more employees commence work on the same day, seniority shall be determined by the alphabetical order of their last name.
- 10.02 The probationary period for a newly hired employee is ninety (90) calendar days. Probationary employees will have no seniority rights during this period. After the probationary period expires, seniority shall date from when the employee entered the service of the Employer. The discipline of a probationary employee is at the discretion of the Employer, provided it is not inconsistent with the terms of this Agreement, applicable legislation or due to membership activity in the Union. The probationary period is for the purpose of training employees and to allow the Employer to assess the employee's suitability for continued employment.
- 10.03 Employees shall be laid off and recalled by classification. When laying off or recalling employees by classification, the Employer shall consider the following factors:
- (a) Skill, ability, qualifications and availability to perform the job;
  - (b) seniority.
- Where the factors in (a) are relatively equal, seniority shall govern.
- 10.04 Seniority shall terminate and an employee shall be deemed to have left the employment of the Employer, in the event the employee:
- (a) voluntarily terminates his/her employment with the Employer or retires;

- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) fails to report to work upon recall after lay-off within three (3) working days, from the time of notification by direct contact or registered mail;
- (d) is laid off from active employment for a period in excess of three (3) months;
- (e) is absent from work for three (3) consecutive working shifts without notifying the Employer in advance unless the reason for not notifying the Employer in advance is due to some emergency beyond the employee's control.

10.05 No employee shall be transferred outside of the bargaining unit without the agreement of the employee.

10.06 In the event that an employee agrees to be transferred outside of the bargaining unit, the employee shall retain their bargaining unit seniority for a period of six (6) months during which they may return to the bargaining unit at their request, or at the request of the Employer, with no loss of seniority.

10.07 It is the employee's responsibility to ensure that the employee's home address and telephone number on the Employer's records are always current. If the employee fails to do this, in writing, the Employer will not be responsible for its inability to notify the employee of recall or with respect to any other obligation of the Employer to notify the employee under this Agreement.

10.08 The Employer will post a seniority list and upon posting, file a copy with the Union, showing each employee's name, hire date, and classification. The Employer shall post such lists on the notice board provided, on or before the fifteenth day of April and the fifteenth day of October in each year. A copy of the seniority list shall be submitted to the Union upon signing this Agreement and upon the above dates. The Employer agrees that the list provided to the Union will also contain each employee's address, phone number and the last three digits of the employee's social insurance number.

## **ARTICLE 11 - JOB POSTINGS**

11.01 Employees interested in applying for a new or different classification, shall notify the manager or their designate. The manager or designate shall provide the employee with a form (notice of interest) outlining all classifications within the bargaining unit. The employee shall identify those classifications in which they wish to be considered. A copy of the form shall be supplied to the Union office.

11.02 In the event a vacancy occurs the Employer will review the notices of interest on file. In determining the successful candidate, the Employer shall consider



the employee's skill, ability, qualifications and availability. In the event two (2) or more applicants have relatively equal skill, ability and qualifications then seniority shall be the governing factor, provided they are available to work the necessary shifts. Employees will be provided the opportunity to update their availability prior to the Employer awarding the position. Employees shall indicate to the Employer their preference of classification in which they would like to be scheduled in the event that they are working between two different classifications.

- 11.03 The successful applicant shall be on trial for a period of fifteen (15) worked shifts. During this trial period the Employer may place the employee back to their former classification and rate without loss of seniority, should the employee be unable to satisfactorily perform the duties of the classification.
- 11.04 The successful applicant shall be able to resume their former classification and rate without loss of seniority during the trial period, if they wish to.

**ARTICLE 12 - HOURS OF WORK & OVERTIME**

- 12.01 This Article is intended to define the normal hours of work and is not to be construed as a guarantee or limitation of the number of hours to be worked per day or per week or for any other period of time, nor as a guarantee of work schedules, except as specifically provided in this Agreement.
- 12.02 The regular work schedule shall be from Monday to Sunday. Weekly schedules shall be posted online no later than 11 p.m. the Thursday prior to the next weeks schedule. Employees will be notified of changes as far in advance as possible, but with a minimum of twenty-four (24) hours' notice, of a change in their work schedule. In the event of a shift cancellation, employees will be notified of changes as far in advance as possible, but with a minimum of four (4) hours' notice, unless the reason for the cancellation is because of causes beyond the Employer's control. If shift cancellations are occurring regularly with only four (4) hours' notice, the Employer agrees to meet with the Union to discuss this issue.
- 12.03 No employees shall be scheduled to work less than three (3) hours per shift and there shall be no scheduling of split shifts unless by mutual agreement between the employee involved. Employees shall be paid for three (3) hours unless the employee requests to leave work earlier.
- 12.04 Employees may submit requests to change their availability on an online tool provided by the Employer.
- 12.05 Employees shall be scheduled for available hours during the work week by seniority and availability. Subject to the employees' qualifications and availability to perform the work required, junior employees will not be scheduled more hours than a senior employee.

- 12.06 Employees may request to exchange shifts with one another.. Any such request will be subject to the approval of the Employer.
- 12.07 Time worked by an employee in excess of eight (8) hours in a day or forty-four (44) hours in a week shall be paid at one and one half (1½) times the employee's regular rate.
- 12.08 No employee shall be required to work five (5) consecutive hours or more in a shift without an unpaid meal break of thirty (30) minutes. If required to work during the meal break, the employee will be paid at prevailing rates of pay. Meal breaks shall start not earlier than two hours after commencement of the employee's shift, unless agreed between the Employer and the employee.
- 12.09 There shall be no duplication or pyramiding of overtime.
- 12.10 In the event the Employer requires overtime then the following shall apply:
- (a) Unscheduled overtime shall be offered first to the employee performing the work that requires the overtime and then by seniority of the employees currently at work provided the employee has the skill, ability and qualifications to perform the overtime required.
  - (b) Scheduled overtime shall be offered by seniority, provided the employee has the skill, ability, qualifications to perform the overtime required.
  - (c) Nothing in this article shall require the Company to schedule overtime, or create an unscheduled overtime opportunity, at any time.
- 12.11 The Employer shall supply copies of schedules and hours worked, at the request of the Union.
- 12.12 Employees that are required by the Employer to attend information meetings or training exercise outside of working hours will be paid their regular hourly rate of pay for such time.

### **ARTICLE 13 – GENERAL HOLIDAYS**

- 13.01 The Employer shall give to each employee, who qualifies under the Alberta *Employment Standards Code*, a holiday on, and pay to each employee holiday pay for, each of the following nine (9) holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 13.02 The employee's holiday pay shall be calculated in accordance with the *Alberta Employment Standards Code*. In order to be entitled to holiday pay an employee must have worked their working day immediately preceding the holiday and their working day immediately following the holiday, unless permission to be absent from work for either or both days has been obtained from their General Manager.
- 13.03 Where an employee is required to work on a holiday, and actually works the holiday, then the employee shall be paid the employee's holiday pay for the day plus one and one half (1½) times the employee's regular rate for all hours worked on the holiday.

#### **ARTICLE 14 - VACATIONS**

- 14.01 For the purpose of calculating vacation entitlement, each employee's vacation year shall run from the anniversary of their date of hire in any one calendar year to the anniversary of their date of hire in the following calendar year.
- 14.02 As of their anniversary date in any calendar year, an employee is entitled to the following:
- (a) An employee who has at least one (1) years seniority but less than five (5) years seniority shall be entitled to two (2) weeks vacation time and vacation pay equal to four (4%) percent of the wages earned by that employee in the previous vacation year.
  - (b) An employee who has at least five (5) years seniority but less than ten (10) years seniority shall be entitled to three (3) weeks vacation time and vacation pay equal to six (6%) percent of the wages earned by that employee in the previous vacation year.
  - (c) An employee who has at least ten (10) years seniority but less than fifteen (15) years seniority shall be entitled to four (4) weeks vacation time and vacation pay equal to eight (8%) percent of the wages earned by that employee in the previous vacation year.
  - (d) An employee who has fifteen (15) years seniority or more shall be entitled to five (5) weeks vacation time and vacation pay equal to ten (10%) percent of the wages earned by that employee in the previous vacation year.
- 14.03 In this Agreement the phrase "wages" has the meaning ascribed to it in the *Alberta Employment Standards Code*, as amended.
- 14.04 The Employer will schedule vacations in accordance with its operational requirements. In order to facilitate vacation scheduling the following procedures will apply:

- (a) Subject to the Employer's operational requirements, seniority shall be the guiding factor when scheduling vacation.
- (b) Not later than February 15, of each year, the Employer shall post a vacation schedule requesting employees to indicate their preferred vacation dates, in accordance with their seniority. Employees must indicate their preferred vacation dates by March 31; failure to do so will result in loss of seniority preference in the preparation of the vacation schedule. In scheduling vacations the Employer will consider the efficient operation of the business, the employees' seniority, and their preferred dates. The finalized vacation schedule will be posted on the bulletin board, no later than May 1, and will remain posted until the last vacation is taken.

14.05 Provided the Employer receives a request at least three (3) weeks in advance of their scheduled vacation, the Employer will pay the employee their vacation pay in the pay period immediately preceding their scheduled vacation.

14.06 There shall be no carry over of vacation time from one vacation year to the next. Where an employee has unused vacation time that has not been taken on or before the anniversary date following the vacation year in which it was earned, the unused vacation time will be forfeited and any outstanding vacation pay with respect to the forfeited vacation time will be paid to the employee.

14.07 An employee who is terminated shall be paid the employee's outstanding vacation pay, which the employee has not already received.

#### **ARTICLE 15 - LEAVES OF ABSENCE**

15.01 An employee may request an unpaid leave of absence and the Employer may grant the request, if it does not interfere with the Employer's operational requirements.

15.02 Any other leave for which an employee is eligible under the Alberta *Employment Standards Code*, as amended will be provided in accordance with the provisions of the *Alberta Employment Standards Code*, as amended.

#### **ARTICLE 16 - HEALTH & SAFETY**

16.01 The Employer and the Union will establish a joint work site health and safety committee in accordance with the provisions of the *Alberta Occupational Health and Safety Act* (the "Joint Health & Safety Committee"). The Joint Health & Safety Committee shall have two (2) employee members selected by the Union from the bargaining unit and two (2) management employees. One of the employee members of the Joint Health & Safety Committee shall be co-chair and one of the management employees shall be the other co-chair. The Joint Health & Safety Committee shall meet quarterly or more

often if required. The functions of the Joint Health and Safety Committee will be to inspect work areas as assigned by the committee and to discuss safety concerns and proposed recommendations. Minutes of the meetings will record the issues addressed and be posted in the workplace. Employees on the Joint Health & Safety Committee are entitled to their regular wages for time engaged in these duties.

- 16.02 Workers' Compensation coverage will be provided by the Employer for all employees.
- 16.03 An employee who is injured during working hours, who is required to leave for medical treatment as a result of the injury, shall receive payment for the rest of the shift at the employee's regular rate and, if required, the employee shall be provided with transportation to a medical facility.

#### **ARTICLE 17 - GENERAL**

- 17.01 Employees are entitled to leave the restaurant for lunch provided they record their time of leaving and their return.
- 17.02 Coffee and soda drinks consumed by employees in the restaurant are without charge.
- 17.03 Employees are eligible to participate in the Employer's meal discount programs as provided to all of the Employer's employees in Canada.
- 17.04 All food or meals purchased by an employee must be paid for prior to the preparation and consumption. Payroll deductions are not permitted for the purchase of food.
- 17.05 An employee, who has removed their apron and employee badge, is entitled to consume their meal at the conclusion of their shift.

#### **ARTICLE 18 - WAGES**

- 18.01 Job classifications and schedule of wage rates for all employees shall be in accordance with Appendix "A", which is attached to and forms part of this Agreement.
- 18.02 Notwithstanding any other provision of the collective agreement the Employer retains the right, in its sole discretion, to select, train and assign an employee to the position of Restaurant Supervisor or Certified Restaurant Supervisor as required by the Employer.
- 18.03 When an employee temporarily relieves in or performs the principal duties of a higher paying position, the employee shall receive the rate for the job for the time such employee performs the job. When an employee temporarily is

performing work of a position paying a lower rate, the employee's rate of pay shall not be reduced.

- 18.04 The Employer shall provide an electronic time and attendance system to enable employees to record their own time for payroll purposes. The Union shall be entitled to examine time sheets (paper or electronic format) as soon as reasonably possible after requesting to view such documents, for the purpose of ensuring that the terms and conditions contained in the Agreement are being followed.
- 18.05 No employee will suffer a reduction of their regular rate as a result of the application of this Agreement.
- 18.06 An employee who, on the date of implementation of this Agreement or on the effective date of any subsequent wage increase, is earning a rate of pay for work within a classification that is higher than the rate of pay for that classification under the Collective Agreement, shall not have their current rate of pay for that classification reduced as a result of the application of the Collective Agreement and shall continue to receive their current rate of pay for work in that classification until their current rate of pay is less than or equal to the rate of pay for that classification under the Collective Agreement.
- (a) An employee, who is earning a rate of pay for work within a classification that is higher than the rate of pay for that classification under the Collective Agreement, who is actively at work on the 20th day of March 2022, shall receive a lump sum payment equal to Ten (10¢) Cents for each hour worked by that employee in that classification in the period from ratification until February 28, 2022.
  - (b) An employee, who is earning a rate of pay for work within a classification that is higher than the rate of pay for that classification under the Collective Agreement, who is actively at work on the 20th day of September 2022, shall receive a lump sum payment equal to Ten (10¢) Cents for each hour worked by that employee in that classification in the period from March 1, 2022 until August 31, 2022.
  - (c) An employee, who is earning a rate of pay for work within a classification that is higher than the rate of pay for that classification under the Collective Agreement, who is actively at work on the 20th day of March 2023, shall receive a lump sum payment equal to Ten (10¢) Cents for each hour worked by that employee in that classification in the period from September 1, 2022 until February 28, 2023.

## **ARTICLE 19 - TIP POOL**

- 19.01 There shall be a tip pool committee, composed of four members of the bargaining unit who shall be selected by the bargaining unit members, which committee shall be responsible for collecting and administering the tip pool.
- 19.02 All servers shall pay a percentage, established by the tip pool committee, but not less than two percent (2%), of their daily net sales, into the tip pool. The Employer will supply, when requested, documentation to verify amounts received.
- 19.03 A server who receives tips that are ten (10%) per cent or less of their daily net sales is not required to contribute to the tip pool for that day.
- 19.04 In addition, a server whose daily net sales exceeds \$1,500 on a day, is not required to contribute to the tip pool on the daily net sales amount above \$1,500 for that day.
- 19.05 The Employer agrees to collect the money for the tip pool daily from the servers and to provide the tip pool committee with the revenue in cash the Monday prior to the regular pay day. Distribution of the tip pool shall be prorated based on hours worked to all non-gratuity employees in the prior work week.
- 19.06 Distribution will be documented by the tip pool committee with the recipients initialling a document confirming they have received their share. Copies of the distribution worksheets are to be made available to the Employer.
- 19.07 The Employer's obligation is limited solely to the collection of the tip pool funds for temporary safekeeping and providing the funds to the tip pool committee for distribution.

## **ARTICLE 20 - BENEFITS**

- 20.01 The Employer shall offer a benefit plan to all eligible employees who regularly work thirty (30) hours in a week, effective Date of Ratification. The level of benefits as of that date shall not be cancelled or reduced during the currency of this Agreement.
- 20.02 The Employer agrees to contribute 75% of the premium for the medical benefits under the current medical benefit plan for each eligible employee and each eligible employee shall contribute 25% of the premium, which shall be deducted by the Employer weekly from the employee's wages.
- 20.03 The Employer will contribute 75% of the premium for the dental benefits under the current dental benefit plan for each eligible employee and each eligible employee shall contribute 25% of the premium, which shall be deducted by the Employer weekly from the employee's wages.

- 20.04 Each eligible employee shall pay 100% of the premium for the life insurance and dependant life insurance benefits under the current life insurance and dependant life insurance plan and the Employer shall deduct the premium from the employee's wages.
- 20.05 Each eligible employee shall pay 100% of the premium for the short term disability benefit under the current short term disability plan and the Employer shall deduct the premium from the employee's wages.
- 20.06 Except where required by the Alberta Employment Standards Code, the Employer shall not be required to pay any premium required by this Article on behalf of any employee who is absent from work without pay for more than thirty calendar days.
- 20.07 The payment of premiums under this Article does not restrict the Employer's right to terminate an employee in accordance with the other terms of this Agreement.

**ARTICLE 21 - TERM**

- 21.01 This Agreement shall remain in full force and effect for a term of eighteen (18) months extending from the date of ratification, and from year to year thereafter, unless either party gives notice in writing to the other party, not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the date of expiration, or any succeeding anniversary date, of its desire to terminate or amend this Agreement.
- 21.02 This Agreement constitutes the complete and entire agreement between the parties.

Executed by the Employer and the Union in the City of Edmonton as of the 10<sup>th</sup> day of September 2021.

**United Food and Commercial  
Workers Union, Local 401**

**Red Lobster Canada Inc.**





**SCHEDULE "A"**

<b>Restaurant Classifications</b>	<b>On Ratification</b>	<b>December 1, 2020</b>
Host	<b>\$15.10</b>	<b>\$15.20</b>
Server Setup	<b>\$15.00</b>	<b>\$15.00</b>
Server	<b>\$15.00</b>	<b>\$15.00</b>
Bartender	<b>\$15.10</b>	<b>\$15.20</b>
Server Assistant	<b>\$15.10</b>	<b>\$15.20</b>
Silverware Roller	<b>\$15.10</b>	<b>\$15.20</b>
Prep Cook	<b>\$16.10</b>	<b>\$16.20</b>
Utility Person	<b>\$16.10</b>	<b>\$16.20</b>
Alley Co-ordinator	<b>\$16.10</b>	<b>\$16.20</b>
Line Cook	<b>\$16.10</b>	<b>\$16.20</b>
Restaurant Supervisor	<b>\$17.10</b>	<b>\$17.20</b>
Certified Restaurant Supervisor	<b>\$18.10</b>	<b>\$18.20</b>