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EFF.	96	06	22
TERM.	2000	07	21
No. OF EMPLOYEES	190		
NOMBRE D'EMPLOYÉS	JFC		

THIS COLLECTIVE AGREEMENT made and entered into as of July 22, 1996  
to July 21, 2000

BETWEEN:

MOVENPICK RESTAURANTS OF SWITZERLAND  
at 165 York Street

(hereinafter called the "Company")

AND:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES  
UNION, LOCAL 75, of the Hotel Employees  
Restaurant Employees International Union,  
AFL-CIO-CLC-OFL

(hereinafter called the "Union")

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## ARTICLE 1 - PURPOSE

- 1.01 The general purpose of the agreement is to establish mutually satisfactory relations between the company and its employees, to provide machinery for the prompt and equitable disposition of grievance, to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provision ~~of~~ *this* agreement and to provide efficient operation of the company's business. To these ends, the union agree to use its best endeavour to protect the interests of the company and to encourage the employees to provide services ~~of~~ the highest productive quality to the company and its customers.
- 1.02 It ~~is~~ **also** the intent and purpose of this agreement to promote and assure the efficient, economical and profitable operation of the company's business, all of which are hereby declared to be of paramount and of mutual interest.

## ARTICLE 2 - SCOPE AND DEFINITIONS

- 2.01 The provisions of this agreement shall apply *to* all employees of Movel Restaurants Limited, located at 165 York Street c.o.b. as ~~Movenpick~~ *Movenpick* Restaurants *of* Switzerland, save and except supervisors, persons above the rank of supervisor, sales staff, office and clerical employees, maintenance engineer, *maitre d'*, Executive Chef, 1st Sous Chef, Chief Steward and Management Trainees.
- 2.02 **As** used in this agreement,
- a. "Employee" means an employee covered by this agreement.
  - b. "Permanent employee" means an employee who has completed **his** probation period.
  - c. "Probation period" of an employee means the first three months of their employment. Notwithstanding the above, the employee must have completed at least twenty (20) working days before probation **is** complete.
  - d. "Probationary employee" means an employee who **is** not a permanent employee.

- e. Full time employee means an employee who regularly works twenty-four (24) hours or more per week.
- f. Part time employee means an employee who regularly works less than twenty-four **(24)** hours per week.

2.03 Where used in this agreement, the masculine includes the feminine and the singular includes the plural, as context requires.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The union on behalf of itself and the employees acknowledges and agrees that the company shall continue to have all its rights, powers and authority to manage its operations and to direct its employees. Without restricting the generality of the foregoing, these rights of the company include the right to:

- a. Maintain order, discipline, efficiency and productivity.
- b. Suspend, hire, discharge, transfer, classify, promote, demote, rehire or discipline employees, provided that a claim by a permanent employee that he has been disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- c. Relieve employees from duty for lack of work, transfer work from one job to another or from one department to another and control the **work** performance.
- d. Make, enforce and alter from time to time, rules, regulations and policies governing the conduct of the working force and the operation of the business; and
- e. Determine the concept, nature and kind of business conducted by the company, the methods and techniques of work, the content of **jobs**, the schedules of work, the number of employees to be employer, the extension, limitation, curtailment or cessation of operations for any part thereof and to determine and exercise all other functions and prerogatives traditionally exercised by management, all of which shall remain solely with the company except as specifically limited by the provisions of this agreement.

## ARTICLE 4 - RELATIONSHIP

- 4.01 The company and the union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the union or because of his activity or lack of activity in the union.
- 4.02 The union further agrees that there will be no solicitation for membership, collection of dues (except as otherwise provided in this agreement), or other union activity at the work location or on the premises of the company.
- 4.03 Violation **by** an employee of any of the foregoing provisions shall be cause for discharge or discipline by the company.
- 4.04 Authorized **representative(s)** of the union will **be** permitted to enter the premises of the company at reasonable times for the purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this agreement. The representative(s) of the union shall, prior to attendance at the restaurant, contact the General Manager or in his/her absence, the manager on duty, to advise of their attendance. It is agreed that meal hours are not reasonable times **for** visits. Without permission of the company, union representatives will not conduct any business in the public areas of the restaurant **nor** within the hearing of guests, and will not interfere with an employee in the discharge of **his** duties.

## ARTICLE 5 - NO STRIKES/NO LOCKOUTS

- 5.01 The company agrees that during the life of this agreement it will not lockout any of its employees. The union agrees that during the life of the agreement there will be no strikes, picketing, or other collective action which will stop or slowdown, either completely or partially, production or service and that if any such collective action should be taken it will instruct its members to carry out the provisions of the agreement and to return to work and perform their duties in the usual manner. The parties mutually agree that a dispute arising out of the operation of this clause 5.01 may be dealt with under the Grievance and Arbitration Procedures of this collective agreement.

## ARTICLE 6 - REPRESENTATION

- 6.01 The company acknowledges the right of the union to appoint or otherwise select up to five **(5)** shop stewards from amongst permanent employees of the company, for the purpose of assisting employees with the provisions of this Agreement.
- 6.02 The union shall keep the company notified in writing of the names of the shop stewards and the effective dates(s) of their appointment(s). The company need not recognize any person as steward until **so** notified on his appointment.
- 6.03a The union acknowledges the shop stewards have their regular duties to perform on behalf of the company. No steward will leave **his** regular duties without first obtaining permission of his immediate supervisor, and when resuming his regular duties will report again to his immediate supervisor and **shall** give any explanation reasonably required by his supervisor to explain the duration to his absence.
- 6.03b Where a Shop Steward is temporarily absent with permission for the purpose as set out above, he shall receive his regular pay from the Company, for all hours lost for such leave of absence after the working hours. However, if the grievance can be conveniently dealt with during the Shop Steward's regular working hours it will be.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the parties hereto that complaints of the employees be adjusted as quickly as possible. It is generally understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.
- 7.02 An employee who **has a** grievance involving the interpretation, administration or alleged violation of this collective agreement may invoke **in** order the following steps of the grievance procedure, if he does **so** within the time limits provided for.

### Step No. 1

Step No, 1 may **be** invoked only within five (5) days after the occurrence of the alleged act or omission complained of. The employee, who may

be assisted by his shop steward, may invoke Step No. 1 by presenting his grievance to the supervisor designated as his Department Head, The grievance must be in writing and signed by the employee, and must set out full particulars of the facts alleged to give rise to the grievance, the section(s) of the agreement which the employee alleges have been violated, and the remedy sought. The Department Head will deliver his decision in writing to the employee within three (3) days after he receives the grievance.

### Step No. 2

Except as otherwise provided in this agreement, Step No. 2 may be invoked only within five (5) days after the Department Head's decision is given at Step No. 1. The employee may invoke Step No. 2 by submitting the written grievance to the General Manager or his designate.

The grievance must be accompanied by written reasons for the employee's rejection of the Department Head's decision at Step No. 1. A meeting will be held between the General Manager (or his designate) and the employee concerned within five (5) days thereafter. A shop steward may be present if the employee desires his assistance, and a staff representative of the union may be present at the request of either the company or the employee. The General Manager (or his designate) may have an advisor or advisors with him at the meeting, if he wishes. The decision of the General Manager (or his designate) shall be delivered in writing to the Union within seven (7) days of the date the grievance was submitted to him.

**7.03** Failing settlement under the foregoing procedure of any grievance arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, that grievance may then be submitted to arbitration as hereinafter provided within seven (7) days after the decision under Step No. 2 is given. If not submitted to arbitration within that time, the grievance shall be deemed to have been settled.

**7.04** Written grievances shall be on the form attached hereto as Schedule "b".

**7.05** Where no written decision has been given within the time limit specified for any step, the grievance may be submitted to the next step of the foregoing procedure, including arbitration. The time limit for doing so

shall be calculated as though a decision at the previous step had been delivered at the end of the time specified for delivery thereof.

7.06 Any of the time limits set out in Article 7, 8, 9, and 10, may be extended in any particular case by mutual agreement of the parties in writing. In determining time limits, Saturdays, Sundays and recognized statutory holidays shall be excluded. If the time limits or mutually agreed upon extensions are not observed by the grievor, the grievance shall be considered as abandoned and may not be re-opened. Where the circumstances giving rise to a grievance are of a continuing nature consisting of the same act over a period of time, time limits for submission of a grievance begin to run only from the time those circumstances cease to exist.

7.07 Section 44(6), as amended, of the Ontario Labour Relations Act can only be exercised in extreme circumstances and when the reason for the delay was unforeseeable and beyond the control of the Union and the Grievor, or, if it is a Company grievance, if the reason for the delay was unforeseeable and beyond the control of the Company.

#### ARTICLE 8 - DISCHARGE CASES

8.01 It is recognized that the period of probation is a period during which the company has the right to assess an employee to determine whether such employee is, in the sole opinion of the company, suitable for employment. It is therefore, recognized that probationary employees may also be discharged or laid off by the Company during the probationary period and such release shall be deemed to be for just cause and may not, therefore, be the subject of a grievance. However, a probationary employee has a right to meet with the Union Steward and a representative of Management and discuss the reason for discipline or discharge in order that the Company may after hearing the employees version of events, at its option, reconsider its decision. The company will provide its decision to the Union within three days after the meeting.

8.02 A permanent employee's claim that he has been discharged without cause from his employment shall be treated as a grievance if a written grievance is lodged with the General Manager at Step No, 2 within five (5) days after the employee's termination date. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

8.03 Upon being informed of termination of his employment, a permanent employee may promptly confer with his shop steward for a reasonable length of time in a meeting room provided by the Company, in order to find out where he may go to consider his position under this agreement.

#### **ARTICLE 9 - COMPANY AND POLICY GRIEVANCES**

9.01 If the company or union wishes to file a policy grievance, the party wishing to grieve shall do so by mailing a copy of its grievance to the union or company, as the case may be, within fifteen (15) days of the occurrence of the act or omission on which the grievance is based. The party which receives the grievance shall answer the grievance in writing within five (5) days after receipt. If there is no answer given in writing, then it shall be deemed that the claim of the grievor has been refused. If the grievance is not settled by the parties through this procedure, it can then be submitted to arbitration under the Arbitration Procedure of this agreement within seven (7) days after the expiration of the five (5) days referred to above. A grievance capable of forming the subject matter of one or more individual employees' grievances may not be submitted as a policy grievance.

#### **ARTICLE 10 - ARBITRATION**

10.01 When either party requests that any matter be submitted to arbitration as herein provided it shall deliver that request in writing to the other, with the names of three suggested arbitrators. The other party will accept those names provided or provide three others, within ten days. If within ten days from that date the parties cannot agree on an arbitrator, either party will have the right to apply to the Ministry of Labour for the appointment of one within five days from that date.

10.02 No person may be appointed as an arbitrator who has been involved *in* an attempt to negotiate or settle the grievance, unless otherwise agreed by the parties.

10.03 Each of the parties will equally bear the expense of the arbitration.

10.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

10.05 The Arbitration Board shall not be authorized to make any decision



inconsistent with the provisions of this agreement not to alter, modify or amend any part of this agreement.

## ARTICLE 11 - SENIORITY

11.01 Subject to articles 11.05 and 11.06, for each bargaining unit member covered by this agreement, the company recognizes seniority rights within each job classification in the following manner.

a. Upon completion of the probationary period, an employees name will be entered on the appropriate departmental seniority list with seniority dates commencing from the date of last hire.

b. Part-time employees are subordinate to full time employees a separate seniority list shall be established for all part-time employees.'

c. The departments and classifications for seniority purposes are as set out in Schedule **A**.

d. It is understood that the purpose of seniority is to afford preference to senior employees in recognition of their length of service to the restaurant. Seniority is intended to provide maximum work opportunities to senior employees. The Company shall endeavour to schedule as per past practice, by seniority for available shifts and days.

Classification seniority within a Department shall apply to:

- layoffs and recall
- reduction of working hours
- choice of vacation

11.02 The company shall maintain up-to-date departmental seniority lists for full time **employees** and similar lists for part time employees showing each employee's seniority date and his classification. Copies of such lists shall be supplied to the union on request at intervals of three (3) months.

11.03 **An** employee transferring-to another group or department within the same or another bargaining unit shall be entered on the seniority list of such group or department effect with the date of transfer if the duration of such transfer exceeds the probationary period. Employees transferring for shorter periods shall continue to accumulate departmental or group seniority in his or her original department and bargaining unit. An

employee transferring to the same job classification in another bargaining unit shall retain his seniority and be entered in the appropriate place on the departmental seniority list in the other unit.

11.04 In the event an employee is assigned to a job other than that to which he *is* permanently assigned he shall receive his own rate or the rate of the job to which he is assigned, whichever is higher for all hours worked in the assigned position, provided that the assignment is for more than two (2) consecutive hours.

11.05 Provided there are employees both willing and capable of performing required work in the classification and department concerned, probationary employees shall be laid off before permanent employees in the same classification and department. In each bargaining unit, order of lay off and recall from lay off of permanent employees shall be based upon:

- a. departmental seniority within classifications;
- b. skill, competence, efficiency and reliability.

Where in the judgment of the company (which shall not be exercised in an arbitrary or unfairly discriminatory manner), the qualifications in (b) are relatively equal, subparagraph (a) shall govern.

11.06 a. The union recognizes that the efficient operation of the company's business requires full and part time employees. Unless the union otherwise agrees in any individual case, full time employees will not be laid off before the part time employees, provided that the full time employee is qualified to perform the job. For the purpose of this Article 11, "Layoff" does not include a reduction in hours of work. Employees with a greater seniority within the classification will be laid off after employees with lesser seniority.

b. Where it is necessary to generally reduce the working force in a department or group, seniority will be the guiding factor, so long as it does not prevent the company from maintaining a working force of employees who are qualified and willing to do the work which is available.

c. When recalling employees to work after a lay off, they shall be recalled in inverse order to that in which they are laid off, providing the

employee **is** qualified to perform the work.

11.07

An employee shall lose all seniority and his employment shall be deemed terminated if he:

- a. voluntarily leaves the employ of the company;
- b. is discharged and is not reinstated through the grievance procedure;
- c. fails to return to work upon completion of an authorized leave of absence (unless prior arrangement acceptable to both the employee and the company have been made for an extension of such leave) or utilizes a leave of absence for purposes other those for which the leave of absence was granted;
- d. **is** laid off for a period equal to the lesser of his period of seniority or six **(6)**months;
- e. after notice of recall from lay off is sent by registered mail to his last address on file with the company, he fails to advise the company of his intention to return within five **(5)** calendar days following mailing of such notice or fails to return to work on the date and time specified in the notice;
- f. is absent from work for three **(3)** or more scheduled working days without having first obtained an authorized leave of absence, unless a reason satisfactory to the company is provided;
- g. is absent from work for three **(3)** or more working days due to sickness or disability without having done what he could to notify the company at the earliest possible time;
- h. is absent from work due to sickness or disability for more than three **(3)** working days and fails upon his return to work to produce a certificate from a duly qualified medical practitioner verifying such reason for the absence from work, when **so** requested by the company;
- i. fails to return to work following an illness or accident after he is able to return to work.
- j. **is** unable to work, due to non work related illness for one or more occasions totalling six months in length in any period of twelve **(12)**

consecutive months, or if the employee has been employed for eight (8) years or more, for nine (9) months in any period of twelve (12) consecutive months

k. ~~Is~~ a full time employee, and accepts another full or part time **job** without first obtaining the consent of the company in writing, such consent not to be unreasonably withheld;

l. the company reserves its right to ask for a physician's certificate after an employee returns from authorized sick leave which and the refusal to provide the same on two different occasions shall be deemed terminated.

m. **any** employee's reinstatement after sick leave must be preceded by up to thirty-six (36) hours notice in advance for the purpose of proper rescheduling.

n. If an employee threatens, intimidates, discriminates, interferes, restrains or coerces another employee with a view to preventing that other employee from carrying out his or her employment obligations.

o. If the employee commits an act of vandalism, damage to company property, commits an assault of a co-worker or supervisor or commits an act of theft.

## ARTICLE 12 - LEAVE OF ABSENCE

12.01 The company may, in its discretion, grant a leave of absence without pay or benefits during the leave of absence and without **loss** of seniority to an employee for personal reasons. All requests for leave of absence shall **be** in writing as far in advance as practicable. The company agrees to reply **to** such requests in writing within seven (7) working days. Subject to the Companies' business requirements such requests shall be decided **on** a non discriminatory basis.

## ARTICLE 13 - COMPASSIONATE LEAVE

13.01 It **is** agreed that after an employee **has** completed six (6) month of cumulative compensated service, the company will grant up to a maximum of three (3) consecutive days leave of absence, without **loss** of wages, for the purpose of attending the funeral or arranging the funeral or arranging the funeral of their parent, spouse, child, sister, brother or grandparent, and one (1) day leave **of** absence, without **loss of**

wages, for the purpose of attending the funeral or arranging the funeral of their mother-in-law or father-in-law. "Spouse" for this purpose has the same meaning as in Part II of the Family Law Reform Act. The employee shall provide proof of the death and the relationship, if requested.

Note: It is understood that spouse shall also encompass same sex partners and common law partners. If they otherwise meet the criteria for spouse under the Family Law Reform Act.

13.02 If the bereavement leave referred to in this Article coincides with vacation or other days on which the employee would not normally work, no payment will be made by the company.

13.03 If the employee takes more than two bereavement leaves in any twelve (12) month period, they will be paid at 50% of the regular wages for any additional bereavement leave as outlined in this article.

#### ARTICLE 14 - JURY DUTY

14.01 Employees serving as jurors after completing one (1) year of compensated service shall receive full pay (the regular rate of pay times the number of hours work actually missed) less any travel, meal, or other allowances or payments received during the time he is required to serve as a juror. To qualify, the employee affected must have informed his supervisor of the summons within one (1) working day of receipt. If any event, payment under this article is limited to a maximum of thirty (30) days pay within the twelve (12) month period commencing on the first day of jury duty.

#### ARTICLE 15 - MATERNITY AND PARENTAL LEAVE

15.01 The company and the employees will comply with appropriate legislation. Such employees shall continue to accrue seniority.

#### ARTICLE 16 - UNION SECURITY

16.01 The parties hereto agree to check off compulsory upon all employees who come within the scope of this Agreement. It is understood that the amount of initiation fees and dues is determined by the Local Union or by Union International Convention regarding same.

16.02 Employees hired on or after November 21, 1982, shall be required as a

condition of employment to authorize the deduction of a sum equivalent to the initiation fee established from time to time by the union. This is a one time deduction, which the Union will credit against initiation fee should the employee choose to join the Union. The union will keep the company informed in writing of the amount of the initiation fee, which shall at no time exceed the amount which an employee of Move! Restaurants Limited would have to pay at that time as initiation fee for joining the union.

- 16.03 All deductions shall be made from the employee's pay cheque commencing with the first of the new month after the date of hiring and payable to the union on a monthly basis. The union agrees such deductions may be refunded directly to the employee if not yet paid to the union after termination of employment.
- 16.04 Conditional upon receipt of a written direction from the employee, the company agrees that all sums deducted, together with the record of those from whom deductions have been made including social insurance numbers, address, date of hire, date of birth, job classification and this information and the amount of monies deducted shall be forwarded to the Treasurer of the Local Union not later than the fifteenth day of the month following the deductions.
- 16.05 The union shall indemnify and save the company harmless from any claims, suits, judgments, attachments and from any form of liability as a result of such deduction in accordance with the foregoing and the union will refund direct to all employees from which wrongful deductions were made.
- 16.06 Payroll deductions now or hereafter required by law shall be made prior to deduction of dues, and if the balance remaining payable for the first pay period of the month is insufficient to permit the deduction of the full amount of dues, no such deduction for dues shall be made in or in respect of that month.
- 16.07 When Income Tax T-4 slips are prepared, the employer will type on each slip the total amount deducted during the subject year from the employee's wages or salary pursuant to this article in respect of regular union dues.

#### ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01 Mention in this article, or elsewhere in this agreement, of hours of work per day or of hours or days per week or of work schedules shall not be construed as and does not in any case constitute a guarantee of any particular number of hours of work per day or hours or days of work per week or of any particular work schedule.
- 17.02 The normal work week in all departments of the restaurant shall be forty (40) hours per week, and the normal work day shall be eight (8) hours per day. The company shall employ its best efforts to arrange schedules so that the employees will have two (2) consecutive days off during each work week. This is no guarantee of days or hours of work.
- 17.03 Departmental weekly work schedules shall be posted where deemed necessary, not less than ninety-six (96) hours prior to the scheduled period.
- 17.04 Except as hereinafter provided, authorized work performed by an employee in excess of eight (8) hours in any day shall be paid at the rate of one and one-half times that employee's regular hourly rate. In the event of regular time lost due to layoff within a department or group, work may be offered to employees on their scheduled days off at their regular hourly rates, in order to make up regular time lost. The foregoing longer time entitlement applies only to employees authorized by the company to work fewer than 40 hours per week. If an employee is authorized by the company to work forty hours or more a week, his overtime entitlement shall be determined on a weekly basis only.
- 17.05 Unless otherwise instructed, a waitress, a waiter or a Grape and Cheese bartender shall complete service on a guest notwithstanding the fact that the employee has reached his or her quitting time. Notwithstanding Article 17.04, when a waiter, waitress, or Grape and Cheese Bartender works more than eight (**8**) hours in one day by virtue of this Article 17.05 or on voluntary overtime, the first hour thereafter shall be paid at the employee's regular rate and time and one-half rate will only be payable on such hours worked in excess of nine (9) hours.
- 17.06 Each employee must obtain from his or her Department Head's authorization in writing in advance of his or her overtime work before overtime rates will be paid.
- 17.07 An employee on a shift over five (5) hours shall have one unpaid lunch period of thirty (30) minutes duration and one paid ten (10) minute rest

period each half shift.

An employee on a shift of less than six (6) hours shall have one paid ten (10) minute rest period during that shift. Lunch periods and rest periods shall be taken at times arranged with the employee's immediate supervisor.

## ARTICLE 18 - OTHER WORKING CONDITIONS

- 18.01 Should a permanent position become available and a replacement is required, the company will post on the notice board the availability of this position for a minimum period of three (3) working days.
- 18.02 Time Records: No allowance will made for time on the time records prior to the regular starting time, without authorization by a Department Head. Unless the Department Head's authorization is secured on each occasion, the additional time shown on the time record at the commencement of a work period will be considered as time not worked.
- 18.03 Reporting for Work: Subject to the Employment Standards Act, R.S.O. 1980, or equivalent, an employee who is required and scheduled to report for work and reports shall be given a minimum of three (3) hours work or wages in lieu per scheduled shift including split shifts if he or she is an employee who is classified as a "front of the house employees", or four (4) hours for all other employees of the bargaining unit. A "front of the house employee" shall be deemed to include the following:
1. Sales staff in the Belle Terrasse, Rossili and Grape 'N' Cheese;
  2. Waiters and waitresses;
  3. Buspenders;
  4. Hostesses;
  5. Pastry runners;
- 18.04 An employee who cannot report for work as scheduled on any shift must call his or her superior and advise to this effect at least four (4) hours before starting time and for the morning shift as soon as possible. This provision shall not apply:



- a. to employees who have been notified no to report to work;
- b. to employees who are required to called in before reporting to work, and fail to do so;
- c. if lack of work is due to circumstances beyond the company's control e.g., plant breakdown, fire flood, etc.

18.05 a. Employees shall be given a written copy of all discipline notices. Employees shall be granted access to their disciplinary record; upon given forty eight **(48)** hours advance notice.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.01 Discipline and discharge notices issued to employees should set out reasons for the discipline or discharge. The employee may be asked to sign a copy of a notice to acknowledge receipt, and that acknowledgement is not an admission of guilt. Copies of notices of discharge, or of discipline more serious than a written warning, shall be sent to the union.

19.02 No employee shall be disciplined or discharged on his day off.

19.03 . The union acknowledges that an employee's unexcused failure to report for work when scheduled or to promptly inform the company of his inability to do so will warrant discipline, any may warrant discharge, even if the circumstances do not fall within any of the provisions of Article 11.06.

ARTICLE 20 - BULLETIN BOARDS

20.01 The company will provide a bulletin board in a mutually satisfactory location on the premises for the convenience of the union in posting notices on union activity. All such notices must be signed by the proper officer of the local union and submitted to the General Manager or his authorized representative for approval before being posted.

ARTICLE 21 - UNIFORMS

21.01 Upon payment of \$75 deposit (collected from two **(2)** pay periods) the Company will supply on a loan basis and clean any uniform or special style of clothing it requires to be worn by the Kitchen and Back of the

House employees.

In each year of this agreement ten (10) cents per hour worked to a maximum of \$4.00 per week for the duration of the term.

## ARTICLE 22 - MEALS

- 22.01 Times at which meals may be taken shall be arranged with the employee's immediate supervisor.
- 22.02 Meals may be taken in the employees cafeteria or in such other areas(s) of the restaurant as may be designated by the General Manager.
- 22.03 Each employee may take one, two or three meals per day worked, depending on the number of hours worked in that day and shall be charged for such meals (whether taken or not) as follows:
- For each hour worked .40¢ per hour shall be deducted but in no event shall the cost of meals exceed \$16.00 per week.
- 22.04 **No** employee shall consume any food or beverage belonging to the company unless that food or beverage was offered to him **by** the company or paid for by him in advance. A breach of this provision is cause for serious discipline.
- 22.05 Except with the express consent of the General Manager or his delegate, no employee shall remove from the Restaurant premises or offer to any other person any food or beverage purchased at a discount pursuant to Article 22.03.

## ARTICLE 23 - HANDLING OF MONEY AND GRATUITIES

- 23.01 The employees agree that one percent (1%) of all **gross** sales minus taxes shall be distributed solely by the company while an additional one-half percent (.5%) of all gross sales minus taxes shall be distributed to all buspersons, service bartenders, kitchen and pastry, and hostesses.
- a. the employees agree that one percent (1%) of gross sales minus taxes shall be distributed solely by the Company while an additional half percent (.5%) of **gross** sales minus taxes shall be distributed to all buspersons, service bartenders, kitchen and pastry, stewarding staff and hostesses.

b. It is understood that the Union shall have access to all relevant documentation. Copies of gratuity distribution sheets shall be placed on the Union Bulletin Board every two weeks. Upon thirty (30) days written notice from the Union, the Bargaining Unit Members distribution formula may be amended.

The current bargaining unit distribution of gratuities collected is as follows.

Service Bartenders - 40%	
Kitchen Employees - 30%	Pastry Employees - 10%
Buspersons - 10%	Host/Hostess - 10%

23.02 Service employees shall cash in at the end of each shift. In the event the employee's calculation of the amount he is obliged to remit to the company is different from the company's calculation, the employee shall pay in accordance with the company's calculation subject to later adjustment through the grievance procedure. The full balance owing in accordance with the company's calculation must be paid on the next scheduled work day, or in any event on the third day, after the employee receives the company's calculation

23.03 It is acknowledged and agreed that the following occurrences are just cause for discharge or other serious discipline:

a. theft or misappropriation or sabotage of money or other property of the company, its customers or co-workers;

b. an improper attempt to tamper with the company's computer system;

c. breach of Article 23.02.

#### ARTICLE 24 - HOLIDAYS

24.01 The following days recognized holidays with pay under this agreement for permanent employees:

- . The individual employee's birthday
- . New Year's Day
- . Good Friday
- . Victoria Day
- . Dominion Day
- . Labour Day

- . Thanksgiving Day
- . Christmas Day
- . Boxing Day
- . Civic Holiday

24.02 In order to qualify for holiday pay, an employe, must:

- a. Have completed three months service;
- b. have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday;
- c. work his scheduled regular day of work immediately preceding and his scheduled regular day of work immediately following the holiday.

24.03 If an employee is not scheduled to work on or vacation on a holiday and qualifies under 24.02, the company shall, at its sole option, either:

- a. pay the employee his regular wages for that day;
- b. or, designate a working day that is not later than the next annual vacation of the employee and the day so designated shall be deemed to be the holiday.

24.04 Where an employee is required to **work** on a holiday, the company shall pay the employee for each hour worked on the holiday one and one half times his regular rate and where the employee qualifies under 24.02, his regular wages in addition thereto.

24.05 The hours an employee **works** on a holiday shall be taken into consideration in calculating any overtime pay to which an employee is entitled for the work week in which the holiday occurs.

24.06 If an employee's employment terminates before a day substituted for a holiday under 24.03 (b) the employee shall receive his regular wages for that day in addition to any other payment to which he is entitled.

24.07 "Regular wages" wherever used in this Article 24, shall be calculated and interpreted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980, c.137, and Regulations thereunder.

ARTICLE 25 - VACATIONS

25.01 Since vacations are allowed as a period of change and rest for the general good of the employees and the company alike, continuous service without vacation but with extra compensation is not regarded as good for either the employee or the company and hence no employee may elect to receive pay in lieu of a vacation.

25.02 Each employee shall be entitled to an annual vacation with pay, to be taken at a time or times determined by the company within ten (10) months after the end of the twelve (12) month period for which the vacation is given.

25.03 The twelve (12) month period referred to in Article 25.02 ends on the anniversary date of the employee's hiring in each year. The length of vacation and amount of vacation pay is as follows:

<u>Service</u>	<u>Vacation</u>	<u>Vacation Pay</u>
One year or more but less than five	2 weeks	4% of gross earnings
Five years or more	3 weeks	6% of gross earnings
Twelve years or more	4 weeks	8% of gross earnings

25.04 In Article 25.03:

- a. "service" means length of service as of the employee's anniversary date; and
- b. "gross earnings" means wages earned in the twelve (12) months ended on the employee's anniversary date, exclusive of any vacation pay paid during that time.

25.05 Vacation pay will be paid at the beginning of the vacation to which it relates. Where vacation is taken in two or more separate periods of one (1) week each, a pro rata portion of the vacating pay will be paid at the beginning of each such week.

25.06 Where an employee's employment is terminated he shall receive:

a. any unpaid vacation pay in respect of the period up to his last anniversary date, if any, and

b. vacation pay for the pay for the period since the later of his hiring date or the most recent anniversary thereof, calculated in the manner set out in Article 25.03 with length of service measured as of the date of termination and "earnings" calculated from the later of the hiring date or most recent anniversary thereof to the date of termination.

25.07

a. All permanent employees in the same department in the same classification, with the greatest length of service will be given first choice of vacation dates, provided that the company shall be entitled to maintain a qualified and adequate work force.

b. The company will arrange for a vacation schedule to be posted by departments no later than March 1st of each year.

c. The vacation schedule in its final form will be posted by department no later than March 31st of each year, after then vacations will be considered on a first come first serve basis.

#### ARTICLE 26 - SCHEDULE OF WAGES & JOB CLASSIFICATIONS

26.01 The basic hourly rates contained in Schedule A are minimums for permanent employees and do not prohibit the company from paying higher rates to more proficient employees. Such increased rates shall not be considered part of this agreement and shall not become the basis for any subsequent general wage increases. New employees shall reach the job rate for their classification by the end of the probationary period.

26.02 An employee who is assigned temporarily to a classification with a higher hourly rate shall receive the higher rate while carrying out that assignment provided the assignment is for more than two (2) consecutive hours.

26.03 An employee who volunteers for, or requests temporary assignment to a classification with a lower hourly rate shall be paid at that rate for hours worked on that assignment. When an employee is requested to perform work in a lower rated classification at the request of the Company, they shall maintain their regular rate of pay for all hours worked.

- 26.04 Where an employee is regularly assigned to work in two or more different classification at different times, he shall be paid at the rate appropriate to each such classification for the time spent working in each classification, and Article 26.02 does not apply to such cases.
- 26.05 The company will confer with the union before the establishment of any new classification within the bargaining unit and the rate of pay for the new classification.
- 26.06 The fact that a job classification is provided for in Schedule "A" does not require the company to employ any employees or any particular number of employees in that job classification.
- 26.07 The rates set out in Schedule "A" will be effective commencing the day after the company receives written notice of ratification of this agreement.

#### ARTICLE 27 - PART TIME EMPLOYEES

- 27.01 The following provisions of this agreement do not apply to part time employees:
- Article 17.02, 24, 25/28 and 29, except that articles 28 and 29 shall continue to apply to those employees who at the commencement date of this agreement currently receive these benefits.
- 27.02 Part time employees shall receive holiday pay and vacations with pay in accordance with the provisions of the Employment Standards Act.

#### ARTICLE 28- HEALTH AND WELFARE

- 28.01 On ratification of this agreement, the company shall make available to all non-probationary full time and to those employees who are currently classified as permanent part time and fit the requirements of the previous contract at the date of the agreement, a Health and Welfare Plan. The eligibility for the Health and Welfare Plan will be as follows:
- Health and Welfare benefits after three months.  
Dental after nine months.
- 28.02 The Dental portion of the Plan shall provide an unlimited maximum per person per calendar year for basic expenses (as defined in the Plan) and



\$1,500 per person per calendar year for Major Expenses (as defined in the Plan).

Note: Company will use best efforts to look at a commercially reasonable long term disability program for the Company.

#### ARTICLE 29 - PENSION PLAN

- 29.01A. The union had advised the Company that there is a Union pension plan available and the employer and employees shall continue to contribute fifteen cents (\$0.15) per hour worked deducted as their contribution for all hours paid.
- B. The Company proposes for all new employees hired after July 21, 1993, the company contribution shall apply only to those employees who have been with the Company for more than five (5) years of actual compensated service, the Company and until there is an accumulation of such five (5) years of actual compensated service, the Company shall not be obliged to make any compensation.

#### ARTICLE 30 - HEALTH AND SAFETY

- 30.01 There will be a joint committee between the union and the employer composed of an even number of representatives of the union and the company with two chairpersons, one will be representative of the union and the other of the company. The purpose of the Health and Safety Committee is to insure that Health and Safety standards are maintained in the working environment. In order to ensure that the standards are met, the Committee must meet every six (6) weeks.
- 30.02 The parties shall establish a joint union-management committee of (2) two members from each the union and management to deal with harassment in violation of the Ontario Human Rights Code. Employees who experience such harassment can address it to the committee.

#### ARTICLE 31 - TERM OF AGREEMENT

- 31.01 This agreement shall be for a period of forty - eight (48) months commencing on July 22, 1996 and ending on July 21, 2000, and thereafter ~~from year to year unless either party gives notice in writing to the other during the last ninety (90) days of the terms of this agreement and therefore from year to year unless either party given notice in writing~~



to the other during the last ninety (90) days of the term of this agreement of that party's intention to terminate or to negotiate a new agreement hereto, except that the wages only shall be retroactive to 40 hours paid to those employees employed on the date of the union's ratification of this agreement.

31.02 Amendments to this agreement must be in writing signed by representatives of both parties.

ARTICLE 32 - COMPLIANCE WITH LAW

32.01 It is understood that any changes in Municipal, Provincial or Federal Law which may void any individual portions of this agreement will be complied with, yet will not be construed to void the remainder of this agreement.

ARTICLE 33 - CATERING

33.01 The, employees acknowledge that catering constitutes activities within the scope of their employment and this agreement shall govern such activities.

33.02 The company shall provide either transportation for late night return to a central location or an allowance in lieu thereof for off site catering after midnight.

33.03 The company acknowledges the special contribution of the back of the house employees and the Company will provide a periodic, discretionary monetary incentive for off site catering, to be determined by the Company.

33.04 . The company shall give at least forty-eight **(48)** hours notice to all employees scheduled for catering duty.

WITNESS WHEREOF the parties hereto have executed this agreement,  
the                    day of                    1996.

FOR THE UNION:

FOR THE COMPANY:

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\_\_\_\_\_  
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LETTER OF UNDERSTANDING

BETWEEN: HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL  
75 OF THE HOTEL EMPLOYEES RESTAURANT EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO-C.L.C.-O.F.L.

Hereinafter referred to as the "Union"

AND; MOVEL RESTAURANTS LTD. c.o.b. as MOVENPICK  
RESTAURANTS OF SWITZERLAND

Hereinafter referred to as the "Company"

Regarding the suggested fifteen percent (15%) for parties of ten and over, the Union and the Company agree that parties of ten (10) and over will be informed of a suggested fifteen percent (15%) before tax gratuity per function.

Signed **this**            day of            1996.

FOR THE UNION:

FOR **THE** COMPANY.

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**SCHEDULE "A"**  
**WAGES**

**JULY 1996**

Grape & Cheese	6.85	7.00	7.21
(Host	6.97	8.92	9.32
Busser	6.97	7.52	7.91
Bar (MSB)	7.81	9.32	10.05
Wait staff	5.95	5.95	6.00
Deli	7.81	8.10	8.40
Sous Chef	9.17	12.04	13.02
Chef de Parti	9.09	10.85	11.73
Demi Past	8.02	9.57	10.44
Demi Chef	8.02	9.57	10.44
Commi	7.00	8.65	9.24
Commi Pastry	7.00	8.65	9.24
Steward Helper	6.97	8.65	8.83
Pastry Server	6.97	7.32	7.71
Apprentice 1st Year		7.32	
Apprentice 2nd Year		7.91	
Apprentice 3rd Year		8.35	
Catering Buspendon		9.25	10.05
Catering Server		12.05	14.62

**WAGES  
JULY 1997**

<b>CLASSIFICATION</b>	<b>PROBATIONARY</b>	<b>PERMANENT</b>	<b>SENIOR</b>
Grape & Cheese	7.00	7.20	7.40
Host	7.25	9.27	9.68
Busser	7.25	7.72	8.12
Bar (MSB)	8.12	9.68	10.43
Wait staff	<del>5.95</del>	<del>5.95</del>	6.00
Deli	7.81	8.34	8.65
Sous Chef	9.53	12.84	13.49
Chef de Parti	9.44	11.26	12.16
Demi Past	8.34	9.94	10.83
Demi Chef	8.34	9.94	10.83
Commi	7.29	8.99	9.60
Commi Pastry	7.29	8.99	9.60
Steward Helper	7.25	8.61	9.17
Pastry Server	7.25	7.62	8.02
Apprentice 1st Year		7.62	
Apprentice 2nd Year		8.23	
Apprentice 3rd Year		8.68	
Catering Buspendon		9.40	10.20
Catering Server		12.15	14.80

**WAGES  
JULY 1998**

<b>CLASSIFICATION</b>	<b>PROBATIONARY</b>	<b>PERMANENT</b>	<b>SENIOR</b>
Grape & Cheese	7.10	7.30	7.50
Host	7.47	9.55	9.97
Busser	7.47	7.85	8.26
Bar (MSB)	8.37	9.97	10.74
Wait staff	5.95	5.95	6.00
Deli	7.81	8.59	8.91
Sous Chef	9.81	12.85	13.89
Chef de Parti	9.72	11.60	12.52
Demi Past	8.59	10.24	11.15
Demi Chef	8.59	10.24	11.15
Commi	7.50	9.26	9.89
Commi Pastry	7.50	9.26	9.89
Steward	7.47	8.87	9.45
Pastry Server	7.47	7.85	8.26
Apprentice 1st Year		7.85	
Apprentice 2nd Year		8.48	
Apprentice 3rd Year		8.94	
Catering Buspenderson		9.40	10.60
Catering Server		12.20	14.80

**WAGES  
JULY 1999**

<b>CLASSIFICATION</b>	<b>PROBATIONARY</b>	<b>PERMANENT</b>	<b>SENIOR</b>
<b>Grape &amp; Cheese</b>	7.20	7.44	7.65
<b>Host</b>	7.61	9.74	10.17
<b>Busser</b>	7.61	8.01	8.43
<b>Bar (MSB)</b>	8.54	10.17	10.96
<b>Wait staff</b>	5.95	5.95 <i>BR</i>	6.00
<b>Deli</b>	7.61	8.76	9.09
<b>Sous Chef</b>	10.01	13.11	14.17
<b>Chef de Parti</b>	9.91	11.83	12.77
<b>Demi Past</b>	8.76	10.45	11.37
<b>Demi Chef</b>	8.76	10.45	11.37
<b>Commi</b>	7.65	9.45	10.09
<b>Commi Pastry</b>	7.65	9.45	10.09
<b>Steward</b>	7.61	9.05	9.64
<b>Pastry Server</b>	7.61	8.01	8.43
<b>Apprentice 1st Year</b>		8.01	
<b>Apprentice 2nd Year</b>		8.65	
<b>Apprentice 3rd Year</b>		9.12	
<b>Catering Buspendon</b>		9.59	10.81
<b>Catering Server</b>		12.44	15.10

1. Red circle employees **shall** not have their rates reduced in the life of the contract except through **a move to a lower** classification. Red circle rates increase \$0.06 effective the date of ratification, \$0.12 effective July 1, 1997, **\$0.15** effective **July 1, 1998** and **\$0.15** effective July 1, 1999.

2. Permeant rates are minimum rates for employees who have completed their probationary period.

3. Senior rates are minimum rates for employees who have accumulated at least one **year** or equivalent departmental seniority.