

THIS COLLECTIVE AGREEMENT made and entered into as of the December 27, 2000 to December 26, 2003.

BETWEEN:

**RICHTREE MARKETS INC.
At 133 Yorkville Avenue
Toronto, Ontario**

(Hereinafter referred to as the "Company")

- and -

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

(Hereinafter referred to as the "Union")

RECEIVED
MAY 22 2002

121 10 (02)

MOVENPICK YORKVILLE
COLLECTIVE AGREEMENT

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 grievances, to establish and maintain satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement and to provide efficient operation of the company's business. To these ends, the Union agrees to use its best endeavour to protect the interests of the company and to encourage the employees to provide service 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 To the extent applicable, the provisions of this agreement shall apply to persons in the following bargaining unit:
All employees of Movenpick Restaurants of Canada at 133 Yorkville Avenue c.o.b. as Bistretto & La Pecherie only, and Movenpick Palavrion save and except supervisors, persons above the rank of supervisor, sales staff, office and clerical employees, maintenance engineer persons regularly employed for not more than twenty-four (24) hours per week, 1st sous chef, students employed during the school vacation period, 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 their probation period.
 - c) "Probation period" of an employee means the first three (3) 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,

Note: Regular shall be defined as four (4) out of seven (7) weeks.

- 2.03 Where **used** in this agreement, the masculine includes the feminine and the singular includes the plural, as context requires.
- 2.04 Should the company decide to cease its operations of an entire restaurant or Cease the operations of one or more department(s) within the existing restaurants, the company will:
- a) place all affected employees on lay-off;
 - b) these employees will be entered on a "recall list";
 - c) when a position becomes available at another location (Yorkville, York Street, Palavrion), the company will recall employees immediately qualified, to fill the position on the basis of skill, efficiency and ability, and if these are equal, in order of classification seniority;
 - d) will hire those laid-off employees, as referred to in (c), to fill said vacancies;
 - e) keep those laid-off employees on the 'recall list' until all employees have been notified of a job vacancy;
 - f) have no further obligation in contacting a laid-off employee, should said employee be contacted about a job vacancy, and refuse it, Their name will then be removed from the 'recall list';
 - g) place all "recalled" employees at the bottom of their new departmental seniority list;
 - h) continue to recognize the employee's house seniority.

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 operation 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, retire or discipline employees, provided that a claim by a permanent employee that they have 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 employed, 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.

f) In ~~cases~~ where the company has reasonable objective basis to question the bona ~~fide~~ nature of the ~~employee's~~ illness of in the ~~case~~ of absence for three (3) days or ~~more~~, the company reserves the right to ~~request~~ a ~~doctor's~~ certificate or to appoint another doctor, other than the one providing the ~~certificate~~, in order to establish the facts in ~~the case~~.

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 their 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, on **arrival** at the restaurant, advise the General Manager or designate of ~~the~~ visit. 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 their **duties**.
- 4.05 The Union agrees that stewards have a higher **duty** of responsibility than other members of the bargaining unit, and have a leadership role.

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, of whom **two (2)** shall be **designated** as alternatives and such alternatives will function **only** in the absence of a Non Alternative Steward with the intent that at any **one** time there will be no more than three **(3)** functioning **Stewards**.
- 6.02 The Union shall keep the **company** notified **in writing** of the names of the Shop Stewards and the effective **date(s)** of their **appointment(s)**. The company need **not recognise any** person as steward until so notified on their appointment.
- 6.03 a) The Union acknowledges the Shop Stewards have their regular duties to perform on **behalf** of the company. No **steward** will leave their regular duties without first obtaining permission of their immediate **supervisor**, and when resuming their regular duties will **report** again to their immediate supervisor and shall give any explanation reasonable required by their supervisor to explain the duration of their absence.
- b) Where a Shop Steward is temporarily absent with permission for the purposes as set out above, they shall receive their regular rate of pay from **the** company, **for** all hours lost for such leave of **absence during working hours**. **However, if the** grievance can be **conveniently** dealt with outside of **the shop** steward's regular working hours, it will be.
- 6.04 **Payment for Shop Stewards attending educational seminars** will not exceed **three (3)** hours per month (non-cumulative), at their regular **rate of pay**, provided that **the training** is **during** the employee's regular working hours, **of which the company** will **compensate** in full. Notwithstanding the above, the Union **will be required** to notify the company two (2) **weeks in advance** and **that** will not prevent the company in maintaining an adequate **and** qualified **work** force.

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 they have first given their immediate supervisor an opportunity to adjust their 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 **they** do so within the time limits **provided for**.

Step 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 their **shop** steward, may invoke **Step No. 1** by presenting their grievance to **the** supervisor designated as their 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, in order to be valid and constitute a grievance that is properly filed by the employee. The Department **Head** will deliver their decision in writing to the employee within **three(3)** days after they receive the grievance.

Step ?

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 their **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 their designate) and the employee concerned within five (5) days thereafter. A shop steward **may** be present if the employee desires their 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 designate) **may** have an advisor or advisors with them at the meeting, if they wish. The decision of the General Manager (or designate) shall be delivered in writing to **the** Union within seven (7) days of the date the grievance was submitted to them.

- 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 recognised 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, time limits for submission of a grievance being 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. A request for an extension of time limits by either party will not be unreasonably denied, if made in advance of the expiry of the time limits,

Article 8 - Discharge Cases

- 8.01** It is recognised 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, recognised that probationary employees may also be discharged or laid off by the company during the probationary period.
- 8.02** A permanent employee's claim that they have been discharged without cause from their 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 their employment, a permanent employee may promptly confer with their shop steward for a reasonable length of time before leaving the restaurant premises, in order to find out where they may go to consider their 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 request 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 (3) suggested arbitrators. The other party will accept those names provided or provide three (3) others, within ten (10) days. If within ten (10) 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 (5) days from that date. However, either party can apply for a three person board, if it is a policy grievance of vital significance to that party. Should this occur, the party shall deliver that request in writing to the other, naming therein that party's appointee to an Arbitration Board. Within five (5)

days thereafter the other party shall notify the first of the name of its appointee; provided, however, if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking this arbitration procedure. The two nominees so appointed shall appoint a third to act as Chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of five (5) days from the appointment of the second of them, either of the parties may then request that the Minister of Labour for the Province of Ontario make the appointment of the Chairman.

- 10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.03 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will jointly bear the expense of the Chairman of the Arbitration Board.
- 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 authorised to make any decision inconsistent with the provisions of this agreement not to alter, modify or amend any part of this agreement.
- 10.06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of such Board will be final and binding upon the parties. Should a majority decision not be possible then the decision of the Chairman shall be final and binding on the parties hereto.

Article 11 - Seniority

- 11.01 For each bargaining unit member covered by this agreement, the company recognises 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 last hired.
 - 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
- 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 their 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 at the bottom of the seniority list of the group or department effective with the date of transfer if the duration of such transfer exceeds the probationary period. The employee shall retain their house seniority. Employees transferring for shorter periods shall continue to accumulate departmental or group seniority in their original department and bargaining unit. An employee transferring to the same job classification in another bargaining unit shall retain their house seniority, but shall be entered at the bottom of the classification seniority list in the other unit.
- 11.04 In the event an employee is assigned to a job other than that to which they are permanently assigned they shall receive their own rate or the rate of the job to which they are 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 judgement 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 recognises 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 their employment shall be deemed terminated if they:
- a) voluntarily leave the employ of the company;
 - b) are discharged and is not reinstated through the grievance procedure:

- c) fail to return to work upon completion of an authorised leave of absence (unless prior arrangement acceptable to both the employee and the company have been made for an extension of such leave) or utilise a leave of absence for purposes other than those for which the leave of absence was granted;
- d) are laid off for a period equal to the lesser of their period of seniority or six (6) months;
- e) after notice of recall from lay off is sent by registered mail to their last address on file with the company, they fail to advise the company of their 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) are absent from work for more than two (2) scheduled working days without having first obtained an authorised leave of absence, unless a reason satisfactory to the company is provided;
- g) are absent from work for more than three (3) working days due to sickness or disability without having done what they could to notify the company at the earliest possible time;
- h) are absent from work due to sickness or disability for more than three (3) working days and fail upon their 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) fail to return to work following an illness or accident after the company has been notified by the employee's doctor or Worker's Compensation Board that the employee is able to return to work;
- j) as of 1 January 1996, if a full-time employee accepts another full or part time job without first obtaining the consent of the company in writing, such consent is not to be unreasonably withheld;
- k) the company reserves its right to ask for a physician's certificate after an employee returns from authorised sick leave and the refusal to provide the same by the employee on two different occasions shall be deemed a termination;
- l) 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.

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 five (5) working days, Subject to the Company's business requirements such requests shall be decided on a just and nondiscriminatory basis.

Article 13 - Compassionate Leave

13.01 It is agreed that after an employee has completed six (6) months 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 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**,

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**.

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 and meal allowance ~~received~~ during the time they are required to **serve** as a **juror**. **To qualify, the employee affected must have informed their supervisor of the summons within one (1) working day of receipt. In 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. This authorised check off will hold harmless the employer if so directed. The company agrees to deduct monthly dues at two (2) hours of gross wages plus two dollars (\$2.00) per month for non-gratuity employees and two (2) hours of gross wages, plus ten dollars (\$10.00) per month for gratuity employees. (Barperson, busperson, and service bartender are non-gratuity).**

16.02 **Employees hired on or after 1 July 1987, shall be required as a condition of employment to authorise the deduction of a sum equivalent to the initiation fee established from time to time by 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 Richtree Markets Inc., Yorkville and Palavrion 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**, judgements, 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.
- 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, **authorised** 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 overtime entitlement applies only to employees authorised by the company to **work fewer than forty (40) hours** per week. If an employee is authorised by the company to **work forty hours or more** a week, their overtime entitlement shall be determined on a weekly basis only.

- 17.05** Unless otherwise instructed, a **server shall complete service on a guest** notwithstanding the fact that the employee has reached their quitting time. Notwithstanding Article **17.04**, when a server 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 their department head authorisation in **writing in advance** of their overtime work before overtime rates will **apply.**
- 17.07** An employee on a shift of **five (5) hours or more** 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 five (5) 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 be made for time on the time records **prior** to the regular **starting** time, without authorisation by a department head. Unless the department head's authorisation 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 the employee is **classified as a "front of the house employee", 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 Bistretto and Pecherie**
 2. **Servers and service bartenders**
 3. **Buspersons**
 4. **Hosts**
 5. **Ice cream shop and counter help**

- 18.04** An **employee** who cannot report for work as **scheduled** on any shift except the morning shift must call their **supervisor** and **advise** to this effect at least three (3) 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 not to report to **work**;
 - b) to employees who are required to **call** 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) Employee files:** **Employee** discipline **notices** shall **be** removed after eighteen (18) months provided there are no further incidents requiring **discipline**.
- b) Employees shall be given a written copy of **all** discipline notices. **Employees** shall be **granted access** to their disciplinary **record**, **which** does not include notes that managers keep in the employees' files; with seven (7) days advance notice no more than once **a year**.
- 18.06** The **company** will endeavour to **correct** errors on paycheques as soon as being notified.
- 18.07** The company shall use reasonable efforts to post staff **schedules** in an accessible location a minimum ~~of~~ four (4) days in advance of the work week it **is for**.
- 18.08** A **labour-management committee, consisting of four (4) workers** from each property, Union Representative, and management representatives (**not more than five(5)**), will **be** established, If either party wishes to meet with the other, they will arrange a mutually **convenient** time. It will be during these meetings that **employees'** advancement will **be discussed**.

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 their 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** their inability to do so **will** warrant discipline, **and** may **warrant** discharge, even if the **circumstances** do not fall within the provisions of **Article 11.06**.
- 19.04** Once a disciplinary infraction **comes** to the attention of senior management, the company will not unreasonably **delay** in **its** investigation.

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 authorised representative for approval before being posted.

Article 21 - Uniforms

21.01 a) 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.

b) Service and Bartending employees are required to supply and clean their own white shirts, black pants and black shoes. If such employees are supplied with additional uniforms or special style items, they shall be cleaned and repaired by the affected employees although the company shall supply a cleaning allowance in each year of this agreement equal to 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 employee's cafeteria or in such other area(s) of the restaurant as may be designated by the General Manager.

22.03 Each employee may take one or two meals, unless an employee is working a split shift, 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:

a) For Yorkville employees, each hour worked \$.38 per hour shall be deducted but in no event shall the cost of meals exceed \$15.20 per week

b) For Palavron employees, each hour worked \$.37 per hour shall be deducted but in no event shall the cost of meals exceed \$14.60 per week.

22.04 No employee shall consume any food or beverage belonging to the company unless that food or beverage was offered to them by the company or paid for by the employee in advance. A breach of this provision is cause for dismissal.

22.05 Except with the express consent of the General Manager or 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. Breach of this provision is cause for discipline up to and including discharge, and including, but not limited to suspension of the employee's discount privilege.

Article 23 – Handling of Money and Gratuities

- 23.01 a) The employees agree that one percent (1%) of **gross sales** minus **taxes** shall **be distributed solely** by the company while an additional one percent (1%) of gross sales minus taxes shall be distributed to all buspersons, **service bartenders**, kitchen and **pastry**, stewarding staff and hosts.
- b) It is understood that **the** Union shall **have** access to all relevant documentation. **Copies** of gratuity distribution sheets shall be placed **on** the 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: 23%	Stewarding Employees: 14%
Kitchen employees: 30%	Pastry employees: 13%
Buspersons: 10%	Hosts: 10%

- 23.02 Service employees **shall** cash in at the end of each shift. In the event the employee's calculation of **the** amount they are 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 Without limiting the **company's** rights to take appropriate action, including discharge of other types of misconduct, it is acknowledged and agreed that the following occurrences **are** just cause for **discharge** or other **serious** discipline:
- theft** or misappropriation or sabotage of money or **other** property of **the company, its** customers or co-workers;
 - an improper attempt to tamper with the company's **computer** system;
 - breach** of **Article 23.02**.

Article 24 – Holidays

- 24.01.1 The following days are recognized holidays with pay under this agreement for permanent employees:

The individual employee's birthday	Civic Holiday
New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

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

- a) be a permanent employee;
- b) have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday;
- c) work their regular day of work immediately preceding and their regular day of work immediately following the holiday.

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

- a) pay the employee their 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 their regular rate and where the employee qualified under 24.02, their 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 their regular wage for that day in addition to any other payment to which they are 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 as follow:

Service	Vacation Length	Vacation Pay
One year of more, but less than five years	2 weeks	4% of gross earnings
Five years, less than twelve	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 vacation pay will be paid at the beginning of each such week.

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

- a) any unpaid vacation pay in respect of the period up to their last anniversary date, if any, and
- b) vacation pay for the pay for the period since the later of their 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 classification, within the same department, 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 1 March of each year.

c) The vacation schedule in its final form will be posted by department no later than 31 March 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, they 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: Articles 24, 25 and 28 except that article 28 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 - Health and Safety & Discrimination and Harassment

29.01 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 foregoing environment.

29.02 Movenpick and the Union support a harassment and discrimination free environment and will use reasonable efforts to deal with harassment and discrimination in the workplace.

Article 30 - Term of the Agreement

30.01 This agreement shall be for a period of thirty-six (36) months commencing on 27 December 1997 and ending on 26 December 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 giving 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 revisions hereto, except that the wages only shall be retroactive to all hours paid to those employees employed on the date of the Union's ratification of this agreement.

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


Article 31 - Compliance with Law

31.01 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.

WITNESS WHEREOF the parties hereto have executed this agreement, the 28th day of JANUARY, 2002.

FOR THE UNION:

FOR THE COMPANY:



Stef Bogardo

LETTER OF UNDERSTANDING

BETWEEN; HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75 OF THE HOTEL EMPLOYEES & RESTAURANT EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC-OFL


Hereinafter referred to as the "Union"

AND: RICHTREE MARKETS INC. c.o.b. as MOVENPICK RESTAURANTS OF CANADA

Hereinafter referred to as the "Company"

Signed this 28th day of JANUARY 2002.

FOR THE COMPANY:



Paul Bogardo

LETTER OF UNDERSTANDING

BETWEEN: HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75 OF THE HOTEL EMPLOYEES a RESTAURANT EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC-OFL

Hereinafter referred to as the "Union"

AND: RICHTREE MARKETS INC. c.o.b. as MOVENPICK RESTAURANTS OF CANADA

Hereinafter referred to as the "Company"

^{AB} The parties agree to the following, ~~and except where designated, apply to both locations:~~ ^{AB}
1. ~~With respect to Yorkville,~~ the full two percent (2%) of the servers "tip-out" shall be distributed to the Union portion as stipulated.

2. 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 opportunity to senior employees. The company shall endeavour to schedule as per past practice by seniority for available shifts and days off.

3. Classification Seniority shall apply to:
- layoffs and recalls
 - reduction of working hours
 - choice of vacation

^P ~~With respect to Yorkville,~~ the company agrees to contribute \$0.01 per hour effective 2 January 1998 per bargaining unit employee towards the education and training fund of the Hotel Employees Restaurant Employees International Union L o 75. ⁷

5. Sewers, after informing their manager who will ensure that the employee's section is adequately staffed first, may take up to 15 minutes, with pay, at the end of their regularly scheduled shift to complete their "cash-out"

WITNESS WHEREOF the parties hereto have executed this agreement, the 28 day of JANUARY, 2002.

FOR THE UNION:

FOR THE COMPANY:

Paul Szabo

Schedule A

Yorkville Classifications and Wage Rages

DEPARTMENT	"STATUS"	LIFE OF THE AGREEMENT
Host	Probationary	7.47
	Permanent	9.55
	Senior	9.97
Busperson	Probationary	7.47
	Permanent	7.85
	Senior	8.26
Bar	Probationary	2.37
	Permanent	9.97
	Senior	10.74
Server	Probationary	6.23
	Permanent	6.23
	Senior	
Team Leader	Probationary	
	Permanent	6.91
	Senior	7.20
Ice Cream	Probationary	7.47
	Permanent	7.85
	Senior	8.26
Sous Chef	Probationary	9.81
	Permanent	12.85
	Senior	13.89
Chef de Partie	Probationary	9.72
	Permanent	11.60
	Senior	12.52
Demi Past	Probationary	8.59
	Permanent	10.24
	Senior	11.15
Demi Chef	Probationary	8.59
	Permanent	10.24
	Senior	11.15
Commi	Probationary	7.50
	Permanent	9.26
	Senior	9.89
Commi Pastry	Probationary	7.50
	Permanent	9.26
	Senior	9.89
Steward/ Helper	Probationary	7.47
	Permanent	8.87
	Senior	9.45

DEPARTMENT	"STATUS"	LIFE OF THE AGREEMENT
Pastry Sewer	Probationary	7.47
	Permanent	7.85
	Senior	8.26
App 1st Year	Probationary	7.85
	Permanent	
	Senior	
App 2nd Year	Probationary	8.48
	Permanent	
	Senior	
App 3rd Year	Probationary	8.94
	Permanent	
	Senior	

*** Red circle employees shall not have their rates reduced in the life of the contract except through move to a lower classification.

1. **Permanent rates** re: minimum rate for employees who have completed their probationary period.
2. **Senior rates** are minimum rates for full time employees who have accumulated at least one year or equivalent department seniority.

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75
OF the HOTEL EMPLOYEES RESTAURANT EMPLOYEES INTERNATIONAL
UNION, AFL-CIO-CLC-OFL

Hereinafter referred to as the 'Union'

- and -

RICHTREE MARKETS INC.
 c.o.b. Movenpick Restaurants of Canada

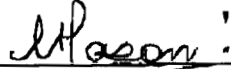
Hereinafter referred to as the "Company"


The parties agree to the following, ~~and except where designated, apply to both locations:~~ AS

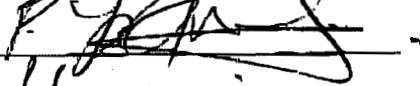
1. AS ~~With respect to Yorkville,~~ the full **two** percent (2%) of the servers "tip-out" shall be distributed to the Union portion as stipulated.
2. It is understood **that** the purpose of seniority is to afford preference to senior employees in recognition of their length **of** service to the restaurant. **Seniority** is intended to provide **maximum work** opportunity to senior employees. The **Company** shall endeavour to schedule as per **past practice by seniority** for available shifts and days off.
3. Classification Seniority shall apply to:
 - a. Lay-offs and recalls
 - b. Reduction of working hours
 - c. Choice of vacation
4. AS ~~With respect to Yorkville,~~ the company agrees to contribute \$0.01 per hour per bargaining unit employee towards the education and training fund of the Hotel Employees Restaurant Employees **Union, Local 75.**
5. Servers, after informing their manager **who** will ensure that the **employee's** section is adequately staffed first, may take up to **15** minutes, **with** pay, at **the** end of their regularly scheduled shift to complete their "cash-out".

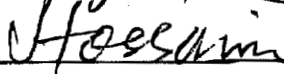
Signed this 31st day of December 2001

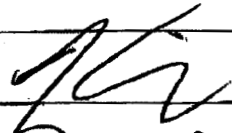
FOR THE UNION:












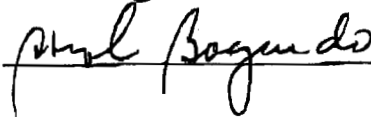






FOR THE COMPANY:





Richtree Markets Inc.**133 Yorkville Avenue & Palavria — 270 Front Street West, Toronto** ^{1/3}

The following are the changes to the Collective Agreement:

Article 23 – Handling of Money and Gratuities:

(b) the current bargaining unit distribution of gratuities collected is as follow:

Service bartenders: 23%
 Kitchen employees: 30%
 Buspersons – 10%

Stewarding employees – 14%
 Pastry employees – 13%
 Hosts – 10%

Schedule “A”

Department	“Status”	Life of the Agreement
Host	Probationary	\$ 7.70
	Permanent	9.83
	Senior	10.26
Busperson	Probationary	7.70
	Permanent	8.08
	Senior	8.50
Bar	Probationary	8.62
	Permanent	10.26
	Senior	11.06
Server	Probationary	6.41
	Permanent	
	Senior	
Team Leader	Probationary	7.11
	Permanent	7.41
	Senior	
Ice Cream	Probationary	7.70
	Permanent	8.08
	Senior	8.50
Sous Chef	Probationary	10.10
	Permanent	13.23
	Senior	14.30
Chef de Partie	Probationary	10.01
	Permanent	11.94
	Senior	12.89

Demi Past	Probationary	8.84
	Permanent	10.54
	Senior	11.48
Demi chef	Probationary	8.84
	Permanent	10.54
	Senior	11.48
Commi	Probationary	7.72
	Permanent	9.53
	Senior	10.18
Commi Pastry	Probationary	7.72
	Permanent	9.53
	Senior	10.18
Steward/Helper	Probationary	7.70
	Permanent	9.13
	Senior	9.73
Pastry Server	Probationary	7.70
	Permanent	8.08
	Senior	8.50
Apprentice 1st Yr.	Probationary	8.08
	Permanent	
	Senior	
Apprentice 2nd Yr.	Probationary	8.73
	Permanent	
	Senior	
Apprentice 3rd Yr.	Probationary	9.20
	Permanent	
	Senior	

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES W O N , LOCAL 75
Of the HOTEL EMPLOYEES RESTAURANT EMPLOYEES INTERNATIONAL
UNION, AFL-CIO-CLC-OFL

Hereinafter referred to as the "Union"

- and -

RICHTREE MARKETS INC.
c.o.b. Movenpick Restaurants of Canada

Hereinafter referred to as the "Company"

Signed this 31st day of December 2001

FOR THE UNION:

[Signature]
[Signature]
[Signature]
Hassan
[Signature]
Paul Affid
[Signature]

FOR THE OMP

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION:

Mason:

 Hoosain

 Paul

FOR THE COMPANY:

LETTER OF UNDERSTANDING

BETWEEN:

HOTEL EMPLOYEES RESTAURANT EMPLOYEES UNION, LOCAL 75
OF the HOTEL EMPLOYEES RESTAURANT EMPLOYEES INTERNATIONAL
UNION, AFL-CIO-CLC-OFL

Hereinafter referred to as the "Union"

- and -

RICHTREE MARKETS INC.
c.o.b. Movenpick Restaurants of Canada

Hereinafter referred to as the "Company"

The parties agree to the following, ~~and except where designated, apply to both locations:~~ AS

1. AS ~~With respect to Yorkville,~~ the full two percent (2%) of the servers "tip-out" shall be distributed to the Union portion as stipulated.
2. 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 opportunity to senior employees. The Company shall endeavour to schedule as per past practice by seniority for available shifts and days off.
3. Classification Seniority shall apply to:
 - a. Lay-offs and recalls
 - b. Reduction of working hours
 - c. Choice of vacation
4. AS ~~With respect to Yorkville, the company agrees to contribute \$0.01 per hour per bargaining unit employee towards the education and training fund of the Hotel Employees Restaurant Employees Union, Local 75.~~
5. Servers, after informing their manager who will ensure that the employee's section is adequately staffed first, may take up to 15 minutes, with pay, at the end of their regularly scheduled shift to complete their "cash-out".

Signed this 31st day of December 2001

Richtree Markets Inc.
~~133 Yorkville Avenue & Palavrion~~ **270 Front Street West, Toronto** ^{a b}

The following are the changes to the Collective Agreement:

Article 23 – Handling of Money and Gratuities:

(b) *the current bargaining unit distribution of gratuities collected is as follows:*

Service bartenders: 23%	Stewarding employees – 14%
Kitchen employees: 30%	Pastry employees – 13%
Buspersons – 10%	Hosts – 10%

Schedule “A”

Department	“Status”	Life of the Agreement
Host	Probationary	\$ 7.70
	Permanent	9.83
	Senior	10.26
Busperson	Probationary	7.70
	Permanent	8.08
	Senior	8.50
Bar	Probationary	8.62
	Permanent	10.26
	Senior	11.06
Server	Probationary	6.41
	Permanent	6.41
	Senior	
Team Leader	Probationary	
	Permanent	7.11
	Senior	7.41
Ice Cream	Probationary	7.70
	Permanent	8.08
	Senior	8.50
Sous Chef	Probationary	10.10
	Permanent	13.23
	Senior	14.30
Chef de Partie	Probationary	10.01
	Permanent	11.94
	Senior	12.89

Demi Past	Probationary	8.84
	Permanent	10.54
	Senior	11.48
Demi chef	Probationary	8.84
	Permanent	10.54
	Senior	11.48
Commi	Probationary	7.72
	Permanent	9.53
	Senior	10.18
Commi Pastry	Probationary	7.72
	Permanent	9.53
	Senior	10.18
Steward/Helper	Probationary	7.70
	Permanent	9.13
	senior	9.73
Pastry Server	Probationary	7.70
	Permanent	8.08
	Senior	8.50
Apprentice 1st Yr.	Probationary	8.08
	Permanent	
	Senior	
Apprentice 2nd Yr.	Probationary	8.73
	Permanent	
	Senior	
Apprentice 3rd Yr.	Probationary	
	Permanent	9.20
	Senior	