

COLLECTIVE AGREEMENT

BETWEEN:

THE EMPLOYER AS SET OUT ON SCHEDULE " A
(carrying on business as Swiss Chalet Restaurants)

- and -

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 206

EFFECTIVE: June 1, 2009
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THIS AGREEMENT made and entered into this 19th day of August 2009.

BETWEEN:

THE EMPLOYER AS SET OUT ON SCHEDULE "A".

(hereinafter referred to as the "Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 206

(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Company and its employees covered by this agreement through the Union, to secure the prompt disposition of grievances, to eliminate interruption of work and interference with the efficient operation of the Company's business, and to set out the wages, hours and working conditions for the said employees, all as set forth in this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent for all persons employed as servers, buspersons, kitchen staff, cashiers, bartenders, and students at Swiss Chalet Take Out and Restaurants as per Schedule "A", save and except Assistant Guest Services Manager and employees above the rank of Assistant Guest Services Manager.

2.02 "Employee" as used in this Agreement shall mean those persons described in the bargaining unit set forth in Article 2.01 above.

2.03 In this Agreement, words using the feminine gender include the masculine and neuter; the singular includes the plural, and the plural singular where the text so indicates.

2.04 It is agreed and understood that headings as used throughout this agreement are for convenience only and have no interpretative meaning unto themselves, with the exception of those used in the wage scale.

- 2.05 It is agreed and understood between the parties that persons employed by the Company as cleaners are not members of the bargaining unit and are not subject to the terms and conditions of this Agreement.

ARTICLE 3 - RELATIONSHIP

- 3.01 All present employees in the bargaining unit who are members of the Union shall remain members in good standing of the Union during the lifetime of this Agreement as a condition of employment, and all persons who may hereafter become employees in the said bargaining unit shall become and remain members in good standing of ~~the~~ Union during the lifetime of this Agreement **as** a condition of employment.

- 3.02 The Company agrees during the lifetime of this Agreement to deduct whatever sum may be authorized by the Union Constitution for Union dues and initiation fees from the first pay due each calendar month for the preceding month, and to remit same not later than the 15th day of the same month to the Union. The said sum so remitted by the Company shall be accepted by the Union as the regular monthly dues of those employees who are members of the Union and the sums **so** deducted from nonmembers of the Union shall be treated **as** their contributions towards the expenses of maintaining the Union.

Initiation fees shall be deducted from the pay cheques of new employees on the basis of one-half (1/2) of the total initiation fee deducted from each of the first two (2) pay periods following their commencing employment with the Company.

- 3.03 The Company shall furnish the Union with a statement showing bargaining unit employees' names, addresses, social insurance numbers, classifications, phone numbers, total hours worked, rates of pay and amounts of union dues and initiation fees deducted. Such statement shall accompany the remittances referred to in Article 3.02. The Company further agrees to supply all such information, providing that the Company **has** the information, by way of an electronic method sent to an address provided by the Union to the Company.
- 3.04 As a condition of employment, the Company agrees, on being furnished by the Union with application cards for Union membership and cards authorizing the deduction of Union dues and initiation fees, to present such cards to new employees for completion. Completed application cards shall accompany the remittances referred to in Article 3.02. The Company will distribute a letter or brochure and a copy of the Collective Agreement supplied by the Union, at the time of card completion.
- 3.05 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 by any of their representatives or members because of an employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.

3.06 The Union agrees to save the Company harmless from any and all claims, which may be made by employees against the Company for amounts deducted from wages in accordance with the terms of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the restaurant and direction of the working force are fixed exclusively in the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order and efficiency;
- (b) Hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- (d) Determine the nature and kind of business conducted by the Company, the methods and techniques of work, the contents of jobs, the number of employees to be employed, the extension of operations or any part thereof, and to determine and exercise all other functions which shall remain with the Company except as specifically limited by the express provisions of this Agreement.
- (e) The Union recognizes that the Company is bound by rules and regulations set by Cara Operations Limited or its successor with respect to hours of operation, dress codes, cleanliness and sanitation and such other matters pertaining to the operation of the Company's business which the Company is obligated to observe.

ARTICLE 5 - UNION REPRESENTATION

5.01 The Company acknowledges the right of the Union to appoint or elect a committee in the restaurant which shall be composed of not more than three (3) shop stewards, at least two (2) of which will be full-time employees. All stewards shall have at least six (6) months of service in the restaurant and shall be regular employees of the Company during their term of office, except that a steward may be appointed by the Union without those qualifications during the first six (6) months of a new restaurant opening. The names of the stewards from time to time selected shall be given to the Company and the manager of the restaurant in writing and the Company and restaurant manager shall not be required to recognize any such stewards until it has been so notified.

- 5.02** The Company undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.
- 5.03** The Union undertakes to secure from its officers, stewards and members their co-operation with the Company and with all persons representing the Company in a supervisory capacity.
- 5.04** It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the restaurant manager, except that a business agent for the Union may consult with any of its members on business concerning the Union. Such consultation will not take place during peak work hours unless it relates to the discharge of an employee.
- 5.05** The privileges of the stewards to leave their work without loss of pay to attend to Union business is granted on the following conditions:
- (a) Such business must be between the Union and the management. Employees having grievances cannot discuss these with the stewards during working hours, except, in the case of a discharged or disciplined employee.
 - (b) The time shall be devoted to the prompt handling of necessary Union business.
 - (c) The steward concerned shall obtain the permission of the Restaurant Manager or in his absence, the Guest Services Manager or Kitchen Manager concerned before leaving his work, provided such persons are available. Such permission shall not be unreasonably withheld.
 - (d) The time away from productive work shall be reported in accordance with the time keeping methods of the department in which the steward is employed.
 - (e) The Company reserves the right to limit such time if there is an abuse of the time so taken.
 - (9) Stewards or other members of the bargaining unit will not be compensated by the Company for time lost from work while attending at negotiations or arbitration hearings.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01** The parties of this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance.

6.02 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present her grievance orally or in writing (as per Schedule "B") to her Supervisor. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance. If the grievance is in writing, it shall be signed by the employee. In presenting her grievance to the Supervisor, the employee's signature will not be required if the employee is incapable of signing the grievance (because of illness, injury or other incapacity). She shall have the assistance of a steward if she so desires. The Supervisor shall give her decision within five (5) working days following the presentation of the grievance to her. If the Supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

Step No. 2

Within five (5) working days after the decision is given by the Supervisor at Step No. 1, the aggrieved employee may, with or without her steward, present the grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Company and attached hereto as Schedule "B") and which will be signed by the employee, to the Restaurant Manager who shall consider it in the presence of the person or persons presenting same and the Supervisor and render his decision in writing within five (5) working days following the presentation of the grievance to him. If a satisfactory settlement is not reached, then the grievance may be presented as follows:

Step No. 3

Within five (5) working days after the decision is given by the Restaurant Manager, the aggrieved employee shall present the grievance to an official of the Union or his delegate who will then meet with the General Manager of the Company or his delegate who shall consider it and render his decision within five (5) working days following the presentation of the grievance to him. If a satisfactory settlement is not reached, then the grievance may be presented as follows:

6.03 If final settlement of the grievance is not reached at Step No. 3 and if the grievance is one which concerns the interpretation or alleged violations of the Agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided for in Article 7 below at any time within ten (10) calendar days after the decision is given under Step No. 3.

- 6.04 The time limits as prescribed in Article 6 - Grievance Procedure, Article 7- Arbitration, Article 8 - Management Grievance - Union Policy Grievances and Article 9 - Discharge Cases may be extended only when the parties mutually agree in writing signed by official representatives of the Company and the Union.
- 6.05 In the event that a grievance is filed due to an allegation of workplace harassment, the grievance shall accompany a statement showing full particulars of the allegation. This shall include but not be limited to who is involved, what the allegation is about, when the incident(s) occurred and where the allegations took place. Such grievances shall be filed at step #3 of the grievance procedure.

ARTICLE 7 - ARBITRATION

- 7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 6 above, and which has not been settled, may be referred to a Board of Arbitration at the written request of either of the parties hereto.
- 7.02 The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.
- 7.03 Within five (5) working days of the request by either party for a Board of Arbitration, each party shall notify the other in writing of the name of its nominee.
- 7.04 Should the person chosen by the Company to act on the Board of Arbitration, and the person chosen by the Union, fail to agree on a Chairperson within seven (7) days of the notification mentioned in 7.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson.
- 7.05 The decision of a Board of Arbitration, or a majority thereof, or in the absence of a majority, the decision of the Chairperson shall be binding on the Union and the Company.
- 7.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.07 Each of the parties to this Agreement will bear the expenses of the nominee appointed by it; and the parties will jointly bear the fees and expenses, of the Chairperson.
- 7.08 If the Company and the Union consent in writing then the aforementioned procedure relating to the constitution of a Board of Arbitration may be

waived and grievances proceeding to Arbitration may in such circumstances be heard by a Single Arbitrator.

- 7.09** The terms of Article 7.05, 7.06, 7.07 shall apply equally to cases heard by Single Arbitrators.
- 7.10** Section 48(16) of the Ontario Labour Relations Act does not apply to this Collective Agreement.

ARTICLE 8 - MANAGEMENT GRIEVANCES / UNION POLICY GRIEVANCES

- 8.01** Any grievance instituted by the Company may be referred in writing to a steward within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance and the parties or their designates shall meet within five (5) working days thereafter to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided in Article 7 above, at any time within ten (10) calendar days thereafter but not later.
- 8.02** A Union Policy grievance, which is defined as a alleged violation of this Agreement concerning two (2) or more of the employees in the bargaining unit, may be lodged by a representative of the Union in writing with the Restaurant Manager at Step No. 2 of the grievance procedure within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated and if it is not satisfactorily settled it may be processed to Step No. 3 of the grievance procedure in the same manner and to the same extent as the grievance of an employee. "Working day" as set out in this Agreement shall be defined as a restaurant working day.

ARTICLE 9 -- DISCIPLINARY AND DISCHARGE CASES

- 9.01** No permanent employee shall be disciplined or discharged without good and sufficient cause. In cases of written disciplinary action or discharge, a permanent employee will be allowed the opportunity to have a Union steward, or an employee of their choice, present as a witness. The employee may request that the Union steward, or the employee of their choice, leave the meeting. A claim by an employee who has completed her probationary period that she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the restaurant manager at Step No. 2 of the grievance procedure within ten (10) working days after the employee ceases working for the Company. Such special grievances may be settled by:
- (a) Confirming the management's action in dismissing the employee;
or
 - (b) Reinstating the employee with full compensation for the time lost;
or

- (c) Any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration or Single Arbitrator as the case may be.
- 9.02**
- (i) It is agreed and understood that, notwithstanding the provisions of Article 9.01 above, should an employee be discharged for theft of any kind or manner, from the Company, its customers, employees or suppliers, and should a Board of Arbitration or Single Arbitrator make a finding of fact to this effect, then the Board of Arbitration or single Arbitrator in question shall have no jurisdiction to alter, vary, modify or rescind the discharge imposed by the Company.
 - (ii) It is agreed and understood by the parties that, with respect to Article 9.02 (i) of this Agreement, "theft" shall be defined as:

"The wrongful taking away of the goods of another; the act of stealing; the unlawful seizure of any article or articles with the intention of depriving the lawful owner or owners."

It is further agreed that "theft" will be deemed to include fraud and embezzlement.

9.03 Termination

- (i) Whenever an employee is to be terminated for cause, the shop steward may be present at her dismissal, and the employee shall be given the cause for dismissal in writing. The presence of the shop steward shall constitute notice to the Union of the termination of the employee.
 - (ii) Where no steward is available, the employee shall be given cause for dismissal in writing a copies of the same shall be forwarded to the Union and Company offices within five (5) days of dismissal.
 - (iii) Where the employee is laid off for lack of work, such employee will receive a termination slip so stating and will receive notice as per the Employment Standards Act. Copies of such notice shall be forwarded to the Union and Company offices within five (5) days.
- 9.04** When an employee has twelve (12) months of service with no unsatisfactory documentation on file, the Company agrees that it will not rely upon, use, or make reference to, any prior disciplinary notices, at any future meetings, unless the discipline is for the same type of offence.
- 9.05** Employees are required to sign disciplinary notices that they receive. The signing of such notice does not admit wrong doing but does acknowledge receipt of such notice.

ARTICLE 10 - NO STRIKES - NO LOCKOUTS

- 10.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances between the Company and the Union, the Union agrees that neither it nor any of its representatives or members will collectively, concertedly or individually, during the term of the Agreement or any extension thereof, directly or indirectly, cause, call, threaten, sanction, acquiesce or engage in any strike, work stoppage, planned inefficiency, curtailment, sitdown, harassment, sympathy strike, boycott, picketing and/or any other work interference for any unlawful reason. The Company agrees that it will not, during the term of this Agreement or any extension thereof, cause, permit or engage in any lockout.
- 10.02** The foregoing undertaking is binding upon the parties and the employees. The Company, the Union and the employees are obligated not to cause or condone any of the prohibited activities and shall take available means and steps to prevent or halt any such activity on the part of any employee of the Company. Any employee who aids, assists or participates in any of the activities prohibited by this Article shall be subject to disciplinary action including discharge.
- 10.03** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Company at Step No. 2 of the grievance procedure.

ARTICLE 11 - VACATIONS WITH PAY

- 11.01** An employee with less than one (1) year's seniority who has ceased to be employed by the Company before receiving his vacation pursuant to the provisions of this Article shall receive vacation pay in accordance with the provisions of the Employment Standards Act.
- (i) All full-time employees who have acquired one (1) year's seniority with the Company prior to April 1st in any year shall receive two (2) weeks vacation with pay equal to four percent (4%) of a employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times to be arranged between the restaurant manager and the employee concerned.
 - (ii) All full-time employees who have acquired five (5) year's seniority with the Company shall receive three (3) weeks vacation with pay equal to six percent (6%) of a employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times to be arranged between the restaurant manager and the employee concerned.
 - (iii) Full-time employees who have acquired twelve (12) year's seniority with the Company shall receive four (4) weeks vacation with pay equal to eight percent (8%) of a employee's wages for the year immediately preceding April 1st, and shall be taken at a

time or times to be arranged between the restaurant manager and the employee concerned.

- (iv) Full-time employees who have acquired twenty (20) year's seniority with the Company shall receive five (5) weeks vacation with pay equal to ten percent (10%) of a employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times to be arranged between the restaurant manager and the employee concerned.
- (v) Part-time employees who have acquired one (1) year's seniority with the Company shall receive two (2) weeks vacation with pay equal to four (4%) of a employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times to be arranged between the Restaurant Manager and the employee concerned.
- (vi) Part-time employees who have acquired five (5) year's seniority with the Company shall receive three (3) weeks vacation with pay equal to four percent (4%) of a employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times arranged between the Restaurant Manager and the employee concerned.
- (vii) Part-time employees who have acquired twelve (12) year's seniority with the Company shall receive four (4) weeks vacation with pay equal to four percent (4%) of a employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times arranged between the Restaurant Manager and the employee concerned.
- (viii) Part-time employees who have acquired twenty (20) year's seniority with the Company shall receive five (5) weeks vacation with pay equal to four percent (4%) of a employee's wages for the year immediately preceding April 1st, and shall be taken at a time or times arranged between the Restaurant Manager and the employee concerned.

11.02 It is agreed between the Company and the Union that the following procedures will take place and will apply each year in the planning of a employee's vacation.

- (i) For purposes of vacation seniority shall be the guiding factor provided the operation runs efficiently.
- (ii) The Company will arrange for a vacation schedule to be posted in the restaurant by March 31st of each year.
- (iii) The vacation schedule will list those employees entitled to a vacation in the vacation year beginning June 1st, and will reflect seniority in a descending order.

- (iv) Employees so listed will indicated their vacation date preference on the list by April 30th of each year.
- (v) The vacation schedule in its final form will be posted in the restaurant by May 15th of each year.

RULES:

- (1) No more than **five (5)** employees may take their vacation during the same period, unless the manager in his/her discretion allows a greater number, dependent solely upon service need.
- (2) Discussions between the supervisors and the employees to schedule the employee's vacation period will take place during the month of April each year and as soon as agreement is reached, the schedule will be initialled as correct by the employee.
- (3) Where an employee fails to make a choice of vacation period, the employee must take her vacation outside of prime time (**Easter and Christmas**). If an employee has not taken her vacation by March 31st, in respect of the vacation year which ended on the preceding April 1st, then the Company shall pay her the vacation pay to which she is entitled.
- (4) In the event a dispute arises between employees as to choice of dates, the employee with greater seniority shall be given first choice.
- (5) Employees leaving on their scheduled vacation shall be provided with vacation pay on the pay day coinciding with or immediately preceding the commencement of their vacation provided a written request is received by the Company not less than fourteen (14) days prior to such payday. Vacation pay shall be issued on a separate cheque apart from the regular pay cheque if such a practice is permissible by law and results in no penalty to the Company.

ARTICLE 12 - RESTAURANT HOLIDAYS

- 12.01 (a) The following restaurant holidays, regardless of when they fall, will be granted with pay to all full-time employees:

Christmas Day	Canada Day
Boxing Day	Labour Day
New Year's Day	Thanksgiving Day
Family Day (effective 2011)	Remembrance Day
Good Friday	Civic Holiday
Victoria Day	Employee's Birthday

- (b) The employee's birthday will be recognized as a paid float holiday, which is to be taken on the employee's birthday, or within thirty (30) days following the birthday. In the alternative, an employee

may be paid for the birthday. Employees are to advise the Company of their birthday two (2) weeks in advance. For clarity, employees will not be paid time and one-half for working on their birthday. This shall be applicable to both full-time and part-time employees.

- 12.02** In order to be entitled to payment for a restaurant holiday, an employee must have worked her full schedule working day immediately preceding the holiday and her **full** scheduled working day immediately following the holiday, unless permission to be absent from work for either or **both** of the said days has been obtained from the restaurant manager.
- 12.03** If a full-time employee works on one of the above-named restaurant holidays she shall receive payment at one and one-half (1 1/2) her regular hourly rate for the hours actually worked by her in addition to receiving her holiday pay.
- 12.04** In the preparation of working schedules, preference will be given to **full**-time employees to observe the holiday on the day on which it occurs (if so requested by a full-time employee).
- 12.05** Notwithstanding the provisions of Article 12.01 (b), part-time employees shall receive holiday pay, if entitled, in accordance with the *Employment Standards Act*.
- 12.06** In the event that one or more of the restaurant holidays occurs during a full-time employee's approved vacation period, the employee shall be allowed an extra day's vacation or an extra day's pay for each of the aforementioned restaurant holidays, whichever **is** agreed to between the restaurant manager and the employee concerned.
- 12.07** An employee who **is** laid off or who **is** on a leave of absence, sick leave, or on Worker's Compensation shall not be eligible to receive holiday pay.
- 12.08** In order to determine what constitutes a day's pay for the purpose of holiday pay, calculations shall be in accordance with the *Employment Standards Act*.

ARTICLE 13 - SENIORITY

- 13.01** Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Company and shall be on an in-restaurant continuous service basis. There shall be two seniority lists; **one** for full-time employees and one for part-time employees. An employee who transfers **from** one group to another group shall be accorded her seniority from **the** first group, which shall be credited as follows:
- (a) An employee transferring from part-time to full-time will **be** credited with one-half (1/2) of her part-time service.

- (b) Employees transferring from full-time to part-time shall be credited with all their service.

In the event that two (2) employees commence work on the same day, seniority shall be determined by the last three (3) numbers of the employees' social insurance number, with the higher the number, the higher the seniority.

13.02 All employees will be considered on probation for the first three (3) calendar months and will have no seniority rights during that period. After three (3) calendar months their seniority shall date back to the day on which their employment began. The dismissal, discipline, layoff or failure to recall after layoff of a probationary employee is at the absolute discretion of the Company. The Company agrees that the probationary period is for the purpose of training employees and to allow the Company to assess employee's suitability for continued employment. It is agreed and understood between the parties that, should the Union allege that an abuse of Article 13.02 has taken place, the grievance procedure shall apply.

13.03 Seniority lists will be revised in February and August of each year and a copy of the list will be posted in the restaurant and a copy sent or delivered to the Union, no later than February 28th and August 31st respectively. Seniority lists will show the following information:

- (a) Employees' names
- (b) Employees' classifications
- (c) Employees' starting dates

If an employee does not challenge the position of his name on the seniority list within the first thirty (30) working days after the posting of the seniority list, then he shall be deemed to have proper standing. Seniority lists shall be posted in the location immediately following the signing of this Agreement. Employees shall have thirty (30) working days to object in the event they disagree with the information posted on said lists.

13.04 Layoffs, recalls from layoff, and promotions to higher rated jobs other than to supervisory positions of full-time employees shall be based on the following factors:

- (a) Seniority and
- (b) Skill, ability, efficiency, experience and reliability.

Where in the judgement of the restaurant manager the qualifications in factor (b) are relatively equal, then seniority shall govern.

13.05 Seniority shall accumulate in the following circumstances only:

- (a) When absent from work due to layoff, sickness or accident in which case seniority will continue to accumulate for a period of time equal to six (6) calendar months or the length of the employee's seniority, whichever is shorter;
 - (b) When absent from work due to approved personal leave of absence, then seniority will continue to accumulate for the duration of such leave, to a maximum of six (6) calendar months;
 - (c) When absent on vacation or on restaurant holidays;
 - (d) When actually at work for the Company.
 - (e) When transferred by mutual agreement in writing, to another Swiss Chalet Restaurant in the Province of Ontario which is subject to an agreement with the Union. In such cases, the employee will retain her seniority rights for the purposes of vacation, wages, health and welfare entitlement and for entitlement to other benefits as provided for in this Agreement, but not for the purpose of hours worked and scheduling of hours. The provisions of Article 13.02 shall have no application to such employee.
- 13.06** Notwithstanding the provisions of Article 13.05 above, seniority shall terminate and an employee shall cease to be employed by the Company when she:
- (a) Voluntarily quits her employment with the Company;
 - (b) Is discharged and is not reinstated through the grievance procedure or arbitration;
 - (c) Is absent from work for a continuous period of more than six (6) months due to a layoff;
 - (d) Fails to report to work within three (3) working days after being recalled by registered letter by the Company following a layoff. However, in the event that the employee concerned is employed in another establishment at the time of recall, he shall be allowed to give his current employer reasonable notice which shall not exceed one (1) week;
 - (e) Fails to return to work upon the termination of an authorized leave of absence unless a reason satisfactory to the Company is provided;
 - (f) Accepts gainful employment while on a leave of absence without first obtaining the consent of the Company in writing;
 - (g) Fails to return to work for three (3) consecutive days unless a reason satisfactory to the Company is provided.

- (h) Where a dispute arises with regard to the interpretation of "a reason satisfactory to the Company", such dispute will be referred to the Industrial Relations Department of Cara Operations Limited for final disposition.

13.07 It shall be the duty of each employee to notify the Company promptly of any change in address and telephone number. If an employee fails to do this, the Company will not be responsible for failure of notice to reach such employee.

13.08 Any employee's reinstatement after ~~sick~~ leave will be conditional on her supplying, when requested, a certificate from a physician that ~~she is~~ fully recovered from this sickness which caused her absence. Such request ~~shall~~ not be made in a discriminatory manner. If the Company requests a medical certificate from a physician for an absence of less than three (3) days, the Company will pay for the cost of the ~~medical~~ certificate, if a cost ~~is~~ experienced.

13.09 Temporary Transfers

An employee who, for the convenience of the Company is temporarily transferred for a period of three (3) working hours or more to another job for which the rate of pay is different from that in effect for such employee's regular job shall be paid, while so employed, as follows:

- (a) If the rate of pay for the job to which she is transferred is less than the employee's regular pay, she shall receive her own higher rate of pay.
- (b) If the rate of pay for the job to which she is transferred is higher than the employee's regular pay, she shall receive the higher rate of pay for the job to which she is temporarily transferred.
- (c) Any employee who is temporarily transferred to a higher rated job classification in accordance with the provisions of this Article, will receive payment in the higher-rated classification at the Start Rate of the classification or his regular rate, whichever is greater. The term "temporarily transferred" as set forth in this Article, shall mean on an intermittent basis only. When said "temporary transfers" are made on a regular basis, the employee working temporarily in the job classification shall be paid in accordance with their accumulated months of service as set forth in Article 23 of the Collective Agreement between the parties.

13.10 Employees who are promoted to a position outside of the bargaining unit shall retain their bargaining unit seniority for a period of ~~six~~ (6) months during which time they may return to the bargaining unit at their request or at the request of the Company with no loss of seniority. Should an employee at the end of the six (6) month period decide to stay in the non-bargaining unit position, then such employee will forfeit their bargaining unit seniority.

- 13.11 Union officers and stewards will be the last to be laid off and the first to be recalled, provided they are capable of performing the available work.

ARTICLE 14 - LEAVE OF ABSENCE, PREGNANCY/ PARENTAL LEAVE

- 14.01 The Company will grant leave of absence without pay if an employee requests it in writing from the restaurant manager and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the restaurant. Requests for leave of absence must be made in writing to the restaurant manager, at least two (2) weeks prior to the desired date of commencement of such leave and must indicate the length of leave requested and the reason for requesting the leave. The restaurant manager's reply will be given to the employee in writing within seven (7) days after receipt of the request for leave of absence. In cases of emergency which make it impossible for the employee to give the required two (2) weeks notice, this time limit may be shortened. Such request will not be unreasonably denied.
- 14.02 An employee who is appointed or elected to a full-time position with the Union shall be granted leave of absence without pay with no loss of seniority for a period of up to one (1) year. It is however, agreed and understood that such request must be made in writing to the restaurant manager, at least two (2) weeks prior to the desired date of commencement of such leave. It is further agreed and understood that renewals of said leave of absence shall only be made at the written request of the General Manager of the Union or his delegate at least two (2) weeks prior to the employee's return to work and shall be subject to the consent of the Company. Such consent shall not be unreasonably withheld.
- 14.03 The Company shall grant leave of absence to not more than two (2) employees per location who are elected as delegates to attend Union Conventions. The Company shall be given seven (7) days notice of such occurrence and shall not incur any cost whatsoever attendant to such permission being granted. The employee will suffer no loss of rights formerly enjoyed before such leave was granted.
- 14.04 An employee shall be entitled to pregnancy/parental leave in accordance with the terms and provisions of the Employment Standards Act. Employee returning from maternity/parental leave shall be returned to the same shift and days off if available by seniority.

ARTICLE 15 - HEALTH AND SAFETY

- 15.01 The parties hereto and the employees agree to cooperate to the fullest extent reasonably possible in the prevention of accidents and the promotion of safety and health of the employees of the Company and the Company shall make necessary provisions for the safety and health of employees during the hours of their employment. It is hereby agreed and understood that it shall be the duty of the employees to make use of all protective devices and safety equipment made available by the Company.

- 15.02** A Health and Safety Committee consisting of two (2) management and two employees will meet once a month to discuss occupational health and safety issues.
- 15.03** The Company shall maintain on its premises, the required number of fire extinguishers and First Aid Kits, which shall be inspected periodically, and be accessible to all employees.
- 15.04** In the event that an employee suffers an occupational injury requiring medical attention, such employee will be provided with transportation for emergency treatment and if medically unable to return to work shall be paid for the balance of his scheduled shift during which the accident occurred.
- 15.05** The Company may require kitchen staff to wear hair nets or nets designed to cover facial hair. Facial hairnets will be supplied by the Company and paid for by the employees who are required to wear them. In the event that Kitchen and Take Out employees are required to wear Swiss Chalet approved hats, they shall be supplied by the Company. Should the hat become damaged or worn as a result of the employee performing their duties, it will be replaced at no expense to the employee in a timely fashion. Lost hats will be replaced at cost to the employee.

ARTICLE 16 - COURT DUTY

- 16.01** Any employee who is required to serve on a jury, subpoenaed by the Crown as a witness or as a witness on behalf of the Company shall be paid the difference between the amount paid for such service and her normal pay computed at her normal hourly rate for hours lost from work up to forty (40) hours in a week subject to the following provisions:
- (a) Employees must notify the restaurant manager within three (3) days of receipt of notice of selection for jury duty:
 - (b) Employees selected for jury or witness duty who are on other than the day shift shall be assigned to the day shift for those days they are required to serve as jurors.
- 16.02** In order to be eligible for such payments, the employee must furnish a written statement from the proper public official, showing the date and time served, and the amount of pay received.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01** In the event of the death of a member of an employee's spouse, child, parent, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law, the employee will be granted a leave of absence for a reasonable time and will be reimbursed for the time necessarily lost from work up to a maximum of three (3) working days. This allowance will only be made where the circumstances

required the employee's absence from work to make arrangements for and/or to attend the funeral.

- 17.02** In the event of the death of a employee's spouse, child, brother, sister, grandchild, parent and grandparent and the employee is unable to attend the funeral due to time or distance constraints, the restaurant operating associate may upon request of the employee, grant two (2) days with pay as days of mourning.
- 17.03** For the purposes 17.01 and 17.02 the term "spouse" shall have a like meaning to that which is described by law.

ARTICLE 18 - REPORTING TIME PAY

- 18.01** Employees reporting for work on their scheduled shift, as usual, on a regular working day, unless notified in accordance with Article 18.02 (ii) not to report, and for whom no work at her regular job is available, shall be offered at least four (4) hours of employment in other work at the employee's current rate of wages, or at the Company's option will be paid four (4) hours at the employee's current rate of wages in lieu of work. This provision shall not apply if the failure to receive notice was caused by the employee's absence on the previous day or if the failure to provide work is caused by reason of a strike or other work stoppage, equipment breakdown, fire, flood, or power failure, or any other circumstances beyond the control of the Company. It is further agreed that in the event that employees attend staff meetings that they shall be paid for the time that they are required to attend such meetings at their straight time regular rate.
- 18.02** (i) Employees who cannot report for work as scheduled must call the Company at least two (2) hours before starting times.
- (ii) If the Company does not need the services of a given employee on a given day, it may notify the employee at least two (2) hours before the scheduled starting time and tell the employee not to come to work. If this two (2) hour time limit is not met, then Article 18.01 applies.
- (iii) For the purposes of this Agreement, it is agreed that a bona fide attempt by the manager to contact the employee at her last telephone number of record shall be deemed to be valid notice.

ARTICLE 19 - BULLETIN BOARD

- 19.01** The Company agrees to permit the Union to keep notices of meetings and other Union business and affairs on a bulletin board provided by the Company which the Union will be permitted to use as required, up to a maximum of one-third (1/3) of the space of the Board. It is agreed that before being posted, such notices must first be approved by the restaurant manager.
- 19.02** All such notices must be signed by a Union Officer.

19.03 Union notices shall be restricted to:

- (a) Notices of Union meetings;
- (b) Notices of Union elections or appointments;
- (c) Notices of results of Union elections; and
- (d) Notices of Union recreational and social activities.
- (e) All other notices of Union business that directly concerns the members.
- (f) Company will ensure all approved union notices are visible and unobstructed.

ARTICLE 20 - HOURS OF WORK AND OVERTIME AND WORK SCHEDULES

20.01 In scheduling employees to fill weekly shifts, the Company will give preference to the most senior employee who wants to work the shift subject to the Articles below. This is provided however, that the employee is able to adequately perform the work required and provided also that the Company is able to maintain a proper ratio of junior and senior staff on all shifts.

20.02 (i) Full-time employees shall be deemed to be those employees who regularly work in excess of twenty-four (24) hours per week. The standard work week for full-time employees shall consist of up to forty (40) hours per week comprised of five (5) eight (8) hours' days. This shall not, however, be construed as a guarantee of hours of work per day or per week or of days of work per week.

(ii) Part-time employees shall be deemed to be those employees who regularly work twenty-four (24) hours or less per week. This shall not, however, be construed as a guarantee of hours of work per day or per week or of days of work per week.

(iii) The words 'regularly work' shall be defined as follows:

Having averaged more, as in the case of full-time or less as in the case of part-time, twenty-four (24) hours per week in the past eight (8) weeks. Notwithstanding this formula, employees will not be reclassified to full-time or part-time if the increase or decrease of hours is due to vacations, maternity/parental leave, sick leave, leave of absence and W.S.I.B.

20.03 (a) Full-time employees shall be given the opportunity to maximize their hours, in accordance with seniority, in a full schedule of work as defined in 20.02, before part-time employees are scheduled or called in to work.

- (b) A full-time employee must maximize their hours of work within their classification, before they have the right to claim hours of work in another classification if available for which they are trained and able to perform necessary duties.
- (c) A full-time employee will **be** permitted to establish their own weekly shifts within their classification, based on seniority, up to forty (40) hours per week and a minimum of thirty (30) hours per week, ~~if~~ available. This establishing ~~of~~ shifts shall only occur three (3) times per year when there is a significant increase or decrease in the available hours of work on a work schedule.
- (d) The part-time employees shall be given the opportunity to maximize their hours in accordance with seniority up to the amounts shown in 20.03 **(9)**.
- (e) The part-time employees must maximize their hours of work within their own classification before they have the right to claim hours in another classification, if available, for which they are trained and **able** to perform necessary duties.
- (9)** The part-time employees will be permitted to establish their own weekly shifts within their classification, based ~~on~~ seniority, up to twenty-four **(24)** hours per week, if available. This establishing of shifts shall only occur three (3) times per year when there ~~is~~ **a** significant increase and decrease in the available hours of work on the work schedule. However, this will not prevent the Company from scheduling part-time employees to cover all available hours by seniority.

The parties recognize that this clause may result in a senior part-time employee achieving **less** hours than **a** more junior part-time employee in a week. ~~The~~ Union agrees that should this situation occur, it will not be subject of a grievance.

- 20.04
- (i) The Company shall endeavour, wherever possible, to grant full-time employees two (2) consecutive days off per week.
 - (ii) The Company agrees not to change the schedule of its employees except in cases of emergency or when circumstances beyond its control necessitate. Should this occur at the end of **a** shift the principle of seniority and inverse seniority shall apply.

20.05 **Work Schedules**

The Company will **post** work schedules for all **its** employees by Thursday, 2:00 p.m., for the following week except when unable to do **so** due to unforeseen emergencies and circumstances beyond the control of the Company. Employees will be scheduled for **a** minimum shift of three (3) hours and will be paid for three (3) hours unless the employee requests to leave work earlier.

- 20.06** Employees can only grieve assignment of hours if a junior employee has worked more hours in one week, than a senior employee.
- 20.07** Overtime at the rate of time and one-half (1 1/2) the employee's regular hourly rate shall be paid for all work performed:
- (i) After nine (9) hours in a day;
 - (ii) After forty (40) hours in a work week;
 - (iii) After five (5) days in a work week provided forty (40) hours have been worked in the prior five (5) days in such work week;
 - (iv) After six (6) consecutive days of work in a work week.
- Without restricting the generality of the foregoing, the Company will attempt to accommodate employees who are unable to work overtime because of personal emergencies.
- 20.08** Employees shall be entitled to a paid rest period of ten (10) minutes at their place of work for each half shift worked, which shall be computed on the basis of ten (10) minutes for four (4) hours work time or major fraction thereof. Employees will receive fifteen (15) minutes pay if they do not receive a ten (10) minute rest period.
- 20.09** There shall be a one-half (1/2) hour unpaid lunch break per shift of more than five (5) hours. Employees must take their lunch break during their shift. They may however, take the break towards the end of the shift with the prior approval of management.
- 20.10** The rest period shall be taken in such a manner that will ensure continuity of service to the Company's customers without abrogating the employee's right to the rest period, or violating the Employment Standards Act It is agreed that no employee will be asked to take a break within the first one (1) hour of reporting for work.
- 20.11** It is agreed and understood that hours worked by employees are to be recorded on a daily basis and approved on a weekly basis by the restaurant manager. In no event shall a member of management alter employees' hours without the employees' knowledge. Employees' hours of work will be recorded through the use of a recording device. Employees may request a printout of hours recorded at completion of the last shift of the week.
- 20.12** (a) Paydays shall be every second Thursday. The Company will provide a separate or detachable itemized statement with each pay showing the number of hours at straight time, premium time and overtime rates, the wage rate and itemized deductions from the amount earned. All parties to this Collective Agreement will abide by the proposal to deduct tax on vacation pay over a four (4) week period.

- (b) Direct deposit of pay may be established at the sole discretion of the Company. Should the Company introduce direct deposit the pay day shall be every second Friday only for the purpose of direct deposit.
- 20.13 There shall be no pyramiding of overtime or other premiums provided for in this Agreement.
- 20.14 Only hours actually worked on a restaurant holiday will be included in the employee's total weekly hours for the purpose of calculating overtime.
- 20.15 Management will not send bargaining unit employees home prior to the end of their scheduled shift for the purpose of doing bargaining unit work. In the event that the Union alleges the Company is abusing the practice of having managers perform work that is regularly performed by bargaining unit employees, the Union and the Company agree to meet and resolve the issue to the satisfaction of both parties
- 20.16 (a) Employees who have completed their probationary period may on their own accord, for their own personal convenience, exchange shifts with other qualified employees in their classification by submitting their request to management in writing forty-eight hours (48) prior to the commencement of the said shift and subject to Business conditions, the Company reserves the right to approve or disapprove the request. Such approval will not be unreasonably withheld subject to (b) and (c) below.
- (b) No employee may shift change into overtime, change of status, i.e., full-time, part-time, premium pay, etc.
- (c) The parties recognize that shift changes may result in junior employees achieving more hours than a more senior employee in the same classification.

In recognition of this possibility, the Union agrees that should this situation occur, such occurrence will not be the subject matter of a grievance.

ARTICLE 21 - GENERAL

- 21.01 (i) Employees are free to leave the premises for lunch provided they record time of leaving and record their return.
- (ii) All non-alcoholic beverages consumed by the employees in the workplace are free subject to the following stated limitations. Non-alcoholic beverages mean coffee, tea and fountain drinks.

Employees will be entitled to one free glass of milk / chocolate milk, or juice with their meals. The consumption of juice shall only be made available if from the fountain, carton or bulk package. Juice and other non-alcoholic beverages that are packaged in

plastic, metal or glass containers / bottles are not available under this Article.

- (iii) On duty employees will receive a discount of sixty-percent (60%) on dining room menu price of a quarter chicken dinner and a discount of fifty (50%) percent on the dining room menu price of all other menu items. This provision only applies to meals consumed on the premises.
- (iv) All food and/or meals purchased must be paid for prior to the preparation and consumption. Payroll deductions will not be permitted for the purchase of food.
- (v) The Company agrees that employees who have completed their probationary period shall have the opportunity of purchasing for take home up to ten (10) quarter chicken dinners per week (dark meat only) at 60% of the dining-room price. White meat may be considered at the Company's discretion. Such purchase must be authorized by management. The purchase must be acquired at the location the employee works and only just prior to their shift or at the completion of their shift.

21.02 The Company shall endeavour to provide reasonable accommodation for employees for dressing and consuming meals, wherever possible and where such accommodation does not currently exist. The Company agrees that these facilities will be maintained in a clean and ~~it~~ condition.

21.03 Servers (Morning Premium)

Servers, when not serving customers prior to the restaurant opening, are to be paid at the Busperson rate of pay for the hours worked when not serving customers.

21.04 Uniforms

- (i) Uniforms to be worn by employees will be supplied by the Company. Full-time employees will be supplied:

Three (3) shirts,
Two (2) aprons,
Two (2) pair of pants or;
Two (2) skirts

Part-time employees will be supplied:

Two (2) shirts,
One (1) apron,
One (1) pair of pants or;
One (1) ~~skirt~~.

Cleaned uniforms are to be provided in good repair. Clean uniforms are to be supplied to kitchen employees daily if required.

Should the uniform become damaged or becomes worn as a result of the employee performing their duties, it will be replaced at no expense to the employee in a timely fashion.

- (ii) The Company will stipulate the style of shoe to be worn. The shoe must have a slip resistant sole as indicated by label and/or manufacturer's specifications, and must have a steel toe where required. The above shoes must be worn by employees at all times during their working hours. All full-time front of the house employees who have completed their probationary period will be paid a maximum of fifty dollars (\$50.00) shoe allowance annually, if required due to wear and tear as a result of the performance of their duties. Under the same conditions, all back of the house employees will receive seventy-five dollars (\$75.00) annually.

The above stipulations shall also apply to part-time employees, however, part-time employees shall receive the payments every two (2) years. The first payment will take effect after the part-time employee has been employed for six (6) months.

21.05 Discipline

In the event that the Company finds it necessary to discipline a employee, the Company agrees to do so fairly and without discrimination. The Company further agrees that when disciplinary notices are issued to employees, excluding suspensions and discharge, this must be done on the completion of the employee's shift.

21.06 Personal Files

Employees may request to review their personal file, by providing reasonable notice to the Company. The review will take place at a time or times mutually agreed to by the employee and the Company. The review will be conducted in the presence of the manager and/or his designate. Review will take place within a reasonable period of time.

No employee shall remove any document from their file, without the express written permission of the Company.

21.07 Gratuities

It is agreed and understood that all gratuities shall remain the property of the servers that actually serve the table/customer.

21.08 Stations

It is agreed and understood that sections are to be rotated between servers on a fair and equitable basis.

21.09 Safety mats will be provided in areas of the dining room where and when required.

21.10 Cleaning

The Company agrees that servers shall not be required to clean washrooms or windows as part of their duties, however, servers may be required to clean glass doors or glass in doors. It is agreed that waitresses will not have to do any climbing or kneeling in order to clean.

21.11 Job Posting

All permanent positions or shifts which become vacant in existing bargaining unit classifications within the restaurant, shall be posted for a period of five (5) working days and bargaining unit employees in the restaurant may make application for such positions. In the filling of the positions the restaurant manager shall initially be limited to employees who have made application, and the restaurant manager shall be subject to the same limitations and factors as set forth in Article 13.04. Nothing herein shall prevent the restaurant manager from hiring persons from outside the bargaining unit when no employees apply, or where, in the judgement of the restaurant manager, applicants who do apply are deemed unsuitable. Any vacancy can be filled at the discretion of the restaurant manager on a temporary basis not to exceed thirty (30) working days. In the event that an employee has been selected to fill such a permanent position, then she shall be precluded from applying to fill a vacancy in another classification for a period of six (6) months. Only the original available positions shall be posted and all vacancies which may occur as a result of having filled this original position shall be filled at the discretion of the restaurant manager. The spirit of this Article is not to reduce full-time employees.

21.12 The Company recognizes that employees may wear Union buttons in the style that are currently supplied to them by the Union.

ARTICLE 22 - MEDICAL BENEFITS

22.01 The Company agrees to pay 100% of the cost of the current life and health insurance plan for all full-time employees who have completed one (1) year of service. The Company recognizes that the insurance carrier requires an employee to join the plan on his or her 1st anniversary date by completing an enrolment card and submitting the completed card in a timely fashion to the Group Insurance Administrator along with the monthly premium remittances. In the event an employee chooses not to join the plan on his or her anniversary date, the employee will be required to sign a "waiver of group benefits" form. Completed waiver forms will also be submitted in a timely fashion to the Group Insurance Administrator along with the monthly premium remittances. The Union agrees to supply enrolment cards and waiver cards to the restaurant management for use by the employees. Where applicable the Company and the location will sign a participation agreement in Ontario U.F.C.W. Health & Welfare Fund.

NOTE: The Company will not incur any liability or cost with respect to the payment or non-payment of claims by the insuring carrier and the Company's obligation is restricted to the payment of the amounts stipulated in Article 22.01 above.

- 22.02** In consideration of the Company's contribution to the premium cost of the Group Life, Health and Dental Insurance Plan, it is agreed and understood that the Company or its representatives shall be consulted and its approval obtained in writing before there is any re-tendering of and/or any change to the Group Insurance Policy, assignment of agents of record and/or administrator(s) of the Life, Health and Dental policies as set out in this Agreement.
- 22.03** This one hundred percent (100%) contribution is based on the cost of the plan for the first year of the contract and will be increased each anniversary date of ratification if needed and requested to a maximum of eight percent (8%) of the Company's contribution. This plan will be subject to the qualifications and conditions established by the carrier or carriers. The coverage is set out in Schedule "B" attached hereto.
- 22.04** The Company agrees to pay ten cents (\$0.10) per hour on all hours worked (full-time and part-time) into the UFCW Health and Education Fund.
- 22.05** The Company shall not be required to pay group insurance benefits for employees on a leave of absence of thirty (30) days or more. Those employees who are laid off shall have their benefits continue until the end of the month in which they were laid off. Benefit contributions will continue for those employees who are absent from work due to a documented illness / accident, vacation, maternity / parental leave, sick leave, W.S.I.B. and any that may be required by law for a period of up to two (2) years.
- 22.06** All contributions to the Health and Welfare Fund and the Health and Education Fund are held in trust by the Company until actually received by the fund administrators.

ARTICLE 23 -CLASSIFICATION AND RATES OF PAY

- 23.01** Employees will be remunerated in accordance with the following pay schedule:

Classifications	start Rate	12 months	24 months	36 months	48 months	60 months
Kitchen Help	9.50	9.50	9.51	9.88	10.38	11.48
Prep	9.50	9.50	9.51	9.88	10.38	11.48
Bartender/Cashier	9.50	9.50	9.51	9.88	10.38	11.48
Dishwasher	9.50	9.50	9.50	9.50	9.50	9.50
Seater/Greeter	9.50	9.50	9.50	9.50	9.50	9.50
Pantry/Take Out	9.50	9.50	9.50	9.50	9.50	9.50
Busperson	9.50	9.50	9.50	9.50	9.50	9.50
Server	8.25	8.25	8.25	8.25	8.25	8.25

Effective March 31, 2010

Classifications	Start Rate	12 months	24 months	36 months	48 months	60 months
Kitchen Help	10.25	10.25	10.25	10.25	10.38	11.48
Prep	10.25	10.25	10.25	10.25	10.38	11.48
Bartender/Cashier	10.25	10.25	10.25	10.25	10.38	11.48
Dishwasher	10.25	10.25	10.25	10.25	10.25	10.25
Seater/Greeter	10.25	10.25	10.25	10.25	10.25	10.25
Pantry/Take Out	10.25	10.25	10.25	10.25	10.25	10.25
Busperson	10.25	10.25	10.25	10.25	10.25	10.25
Server	8.90	8.90	8.90	8.90	8.90	8.90

Classifications	Year 2 June 1, 2010	Year 3 June 1, 2011	Year 4 June 1, 2012	Year 5 June 1, 2013
	BOH (2%) FOH (0%)	(2.5%) (0.5%)	(2.75%) (0.5%)	(3%) (1%)
Kitchen Help Level 2	12.71	13.06	13.42	13.83
Kitchen Help Level 1	11.71	12.00	12.33	12.70
Prep	11.71	12.00	12.33	12.70
Bartender/Cashier	11.71	12.00	12.33	12.70
Dishwasher	10.46	10.72	11.01	11.34
Seater/Greeter	10.46	10.72	11.01	11.34
Pantry/Take Out	10.46	10.72	11.01	11.34
Busperson	10.46	10.72	11.01	11.34
Server	8.90	8.94	8.98	9.07

23.02 (1) Employees progressing through the existing wage scale continue.

(2) Non-gratuity employees that are overscaled (employees above the grid in the Collective Agreement which expired May 31, 2009 and/or who receive rates higher than the published rate in each year of the Collective Agreement) shall receive the following wage increments:

Year 1 - 0.00 %
Year 2 - 2.00 %
Year 3 - 2.50 %
Year 4 - 2.75 %
Year 5 - 3.00 %

(3) The start rate for non-gratuity employees will be:

Year 2 - 2.00 % less than the published rate in year 2
Year 3 - 2.50 % less than the published rate in year 3
Year 4 - 2.75 % less than the published rate in year 4
Year 5 - 3.00 % less than the published rate in year 5

Employees will be in the start rate upon hire and will receive the start rate in the respective year for a period of twelve (12) months.

(4) (a) Kitchen Help, Level 1
(b) Kitchen Help, Level 2

Clarification: Employees achieve Kitchen Help Level 2 rates of pay upon successful completion of Level 1 and 2 certifications. Employees shall have the opportunity to achieve Level 2 certification on a regular basis following successful completion of Level 1 standards.

LEAD HAND: A minimum of thirteen dollars (\$13.00) per hour or ten percent (10%) above their hourly rate, whichever is greater, for each hour worked when assigned. The term "Lead Hand" is a bargaining unit employee who performs managerial functions from time to time. This may be by the hour or day. The employee's regular work function and the managerial functions cannot be performed at the same time. Shifts that become vacant as a result of an employee performing managerial functions shall be distributed on the basis of seniority.

23.03 All wage increases shall become effective the start of the workweek following June 1st or the applicable month on increase.

23.04 Subject to Article 23.01, employees hired after June 1, 1998, will continue to progress through the grid until they reach the top rate, whereupon they will receive the increases outlined in Article 23.01.

23.05 Nothing in this Agreement prevents the Company from moving an employee through the grid or paying wage rates greater than the rates as shown, provided that any increase given shall apply to all of the employees in the classification, further provided, the skill and ability of the concerned employees are relatively equal.

23.06 Students as defined by Employment Standards will receive minimum wage and students who are under the employment of the Company on the date of ratification will receive the increases stipulated in article 23.02.

ARTICLE 24 - TRAINING PERIOD

- 24.01** (i) Employees who are transferred from one classification to another, shall continue to receive the rate of pay of the position from which they were transferred while being trained in the new position. This training period shall not exceed **two (2)** calendar months.
- (ii) If an employee does not successfully complete his training period he will be returned to his former or similar position.
- (iii) Upon satisfactory completion of the training period, the employee will be paid according to the rate of pay set out for the classification into which he has been transferred.
- (ii) An employee will be notified in writing upon commencing a training period in a higher-rated job classification.
- (iii) This Article will not be used to cover absence due to vacation periods of other staff.
- (iv) Employees who are reclassified to a higher rated job will, upon being reclassified or having successfully completed their training period as set out in Article 24 of this Agreement, be paid in the new classifications rate of pay.

ARTICLE 25 - MEMORANDA OF AGREEMENT

- 25.01** Memoranda of Agreement which have been entered into between the parties to clarify or amend certain provisions of this Agreement, and Memoranda of Agreement which may be entered into during the term of this Agreement shall be deemed to form part of the Collective Agreement between the parties and accordingly, shall be considered grievable and arbitrable pursuant to Article 6 and 7 of this Collective Agreement.

ARTICLE 26 - PAST AGREEMENTS

- 26.01** The parties agree that this Agreement constitutes the entire Agreement between them and that any and **all** previous Agreements or practises, supplementary Agreements, letters of Intent, Understanding etc., whenever made and whether or not reduced to writing, are hereby cancelled and that, effective upon the signing of this Agreement, the Company's obligations respecting conditions of employment, working conditions, employee benefits and wages are limited exclusively to those specifically stated in this Agreement.

ARTICLE 27 - DURATION OF AGREEMENT

27.01 This Agreement shall continue in full force and effect from and including the 1st day of June, 2009, to and including the 31st day of May, 2014. This Agreement shall continue in full force and effect from year to year thereafter unless either party notifies the other party in writing during the period of ninety (90) days prior to the 31st day of May, 2014, or any succeeding anniversary date of its desire to terminate or amend this Agreement.

Dated at Mississauga, this day of , 2009.

FOR THE COMPANY

Frank Charron
James A. Whyte
Margot Lackenbauer
Franco Tascione
Ron Cecillon
Amalita Rey
Larry Shanlian
Marco Janicas
Fitwi Tuquabo
RickArsenault
Chris Andrus

FOR THE UNION

John Hurley
Frank G. Kelly
Frank Ragni
Cliff Kostyniuk
Rob Murphy
Rick Young
Betty Lyons
Kim Desroches
Brian Dulong
Joe Blythe
Frank Tamburini
Cindy Latendresse
Julee York

FOR THE SWISS CHALET FRANCHISE BARGAINING COMMITTEE

Kumar Yogaretnam
Jit Bhamra
John Pilarski

SCHEDULE "A"

LIST OF INDIVIDUAL EMPLOYERS COVERED

- 1103 1482339 Ontario Inc. carrying on business as Swiss Chalet Restaurant at 362 Yonge Street, Toronto. Ontario M5B 1S5
- 1104 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 2990 Eglinton Avenue East. Scarborough, Ontario M3J 2E6
- 1105 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 735 Queenston Road. Hamilton. Ontario L8G 1A1
- 1106 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 555 Simcoe Street South, Oshawa. Ontario L1H 4K1 108
- 1109 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 6430 Erin Mills Parkway. Erin Mills. Ontario L5N 3P3
- 1111 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 2955 Bloor Street West. Toronto, Ontario M8X 1B8
- 1119 J. Paiva Foods Limited carrying on business as Swiss Chalet Restaurant at 267 Weber Street North, Waterloo, Ontario N2J 3H7
- 1123 Zest Hospitality Inc. carrying on business as Swiss Chalet Restaurant at 540 Montreal Road, Ottawa, Ontario K1K 0T9
- 1126 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 2422 Fairview Street, Burlington, Ontario L7R 2E4
- 1128 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 950 Lawrence Avenue West, Toronto, Ontario M6A 1C4
- 1130 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 205 Marycroft Avenue, Woodbridge, Ontario L4L 5X8
- 1131 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 180 Steeles Avenue West, Thornhill, Ontario L4J 2L1
- 1133 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 285 Geneva Street, St. Catharines, Ontario L2N 2G1
- 1134 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 1141 Highbury Avenue, London. Ontario N5W 4L4
- 1135 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 1067 Wellington Road, London. Ontario N6E 2H5

- 1136 C.F.E. Comfort Restaurant Corporation carrying on business as Swiss Chalet Restaurant at 181 Eglinton Avenue East, Toronto, Ontario M4P 1J4
- 1137 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 2130 Lawrence Avenue East, Scarborough, Ontario M1R 3A6
- 1139 1805680 Ontario Limited carrying on business as Swiss Chalet Restaurant at 6666 Lundy's Lane, Niagara Falls, Ontario L2G 1V5
- 1140 Food Equity Inc. carrying on business as Swiss Chalet Restaurant at 1426 London Road, Sarnia, Ontario N7S 1P9
- 1142 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 221 Glendale Avenue, Penn Centre Mall, St. Catharines, Ontario L2T 2K9
- 1143 Albert Melo Foods Ltd. carrying on business as Swiss Chalet Restaurant at 2155 Leanne Boulevard, Mississauga, Ontario L5K 2K8
- 1146 Cara Operations limited carrying on business a Swiss Chalet Restaurant at 1910 Bank Street, Ottawa, Ontario K1V 7Z8
- 1147 Grosvenor Restaurant Realty Limited Partnership (No. 1) carrying on business as Swiss Chalet Restaurant at 399 Bayfield Street. Barrie, Ontario L4M 3C5
- 1157 2199549 Ontario Ltd. carrying on business as Swiss Chalet Restaurant at 138 Woodlawn Road West, Guelph, Ontario N1H 1B2
- 1158 RADR Hospitality Inc. carrying on business as Swiss Chalet Restaurant at 510 Hespeler Road, Cambridge, Ontario N1R 6J7
- 1165 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at P.O. Box 397, Highway #401 and 28, Port Hope, Ontario L1A 3Z3
- 1166 Markville Perfect Hospitality Inc. carrying on business as Swiss Chalet Restaurant at 5284 Highway #7, Markham, Ontario L3P 4B9
- 1173 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 345 Bloor Street East, Toronto, Ontario M5S 1W7
- 1178 2223569 Ontario Limited carrying on business as Swiss Chalet Restaurant at 933 Lansdowne Street West. Peterborough, Ontario K9J 1Z5
- 1181 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 4410 Kingston Road. Scarborough. Ontario M1E 2N5

- 1184 Cara Operations Limited carrying on business as **Swiss Chalet** Restaurant at 4211 Yonge Street, Willowdale, Ontario M2P 1N9
- 1186 Taijen Holdings Inc. carrying on business as Swiss Chalet Restaurant at 1427 King Street East. Courtice, Ontario L1K 1A3
- 1187 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 560 Fairway Road South. Kitchener, Ontario N2C 1X3
- 1196 Famz Restaurants (1985) Limited Partnership carrying on business as Swiss Chalet Restaurant at 160 Keil Drive, Chatham, Ontario N7M 5Y6
- 1203 Samy's Foods Inc. carrying on business as Swiss Chalet Restaurant at 500 Manning Road, Unit #9, Tecumseh, Ontario N8N 5H3
- 1209 Jit Shawn Holdings Inc. carrying on business as Swiss Chalet Restaurant at 9350 Yonge Street, Richmond Hill, Ontario L5C 5G2
- 1212 Samy's Foods II Inc. carrying on business as Swiss Chalet Restaurant at 4450 Walker Road, Unit C, Windsor, Ontario N8W 3T5
- 1216 ¾ Tsp Incorporated carrying on business as Swiss Chalet Restaurant at 160 West Drive, Bldg D, Brampton, ON L6T 5P1
- 1217 MTA Hospitality Inc. carrying on business as Swiss Chalet Restaurant at 801 York Mills Road, Toronto, ON M3B 1X7
- 1218 Jenn & Ash Holdings Inc. carrying on business as **Swiss Chalet** Restaurant at 300 Borough Drive, Scarborough, ON M1P 4P5
- 1221 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 1400 O'Connor Drive, Toronto, ON M4B 2T8
- 1244 Avlis Restaurant Inc. carrying on business as Swiss Chalet Restaurant at 1330 Bath Road, Kingston, ON K7M 4X3
- 1726 Ashley Foods Limited carrying on business as **Swiss Chalet** Restaurant at 1011 Upper Middle Road, Oakville, Ontario L6J 4Z2
- 1728 The Fork in the Road Inc. carrying on business as Swiss Chalet Restaurant at 50 Market Drive, Milton, Ontario L9T 3H5
- 1737 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 1680 Kingston Road, Pickering, Ontario L1V 1Y3
- 1748 Hung Hospitality Inc. carrying on business as Swiss Chalet Restaurant at 900 Don Mills Road, Don Mills, Ontario M3C 1V8
- 1758 Famz Restaurants (1987) Ltd. Partnership carrying on business as Swiss Chalet Restaurant at 1690 Huron Church Road, Windsor, Ontario N9C 2L1

- 1767 Cara Operations Limited carrying on business as Swiss Chalet Restaurant at 2309 Regent Street South, Sudbury, Ontario P3E 6K7
- 1771 Soares & Rebelo Hospitality Ltd. carrying on business as **Swiss** Chalet Restaurant at 84 Lynden Road, Brantford, Ontario N3R 6B4
- 1926 JTA Foods Ltd. **carrying** on business **as** Swiss Chalet Restaurant at 590 Keele Street, Toronto, Ontario M6N 3E2
- 1941 Cara Operations Limited carrying on business **as** Swiss Chalet Restaurant at 214 King Street *West*, Toronto, Ontario M5H 3S6
- 1951 J & K Foods Ltd. carrying on business as Swiss Chalet Restaurant at 1455 Dundas Street **East**, Mississauga, ON L4X 1L3
- 1957 Joe & Minh Holdings Ltd. carrying on business **as** Swiss Chalet Restaurant at 269 Rexdale Boulevard, Rexdale, ON M9W 1P7

SCHEDULE "B" - GRIEVANCE FORM

SCHEDULE "C"
SCHEDULE OF BENEFITS

All eligible active employees

LIFE INSURANCE \$20, 000 Out of Canada Non-emergency \$10, 000

**ACCIDENTAL DEATH/
DISMEMBERMENT** \$20, 000

DENTAL EXPENSE BENEFIT

Deductible
Individual \$25.00
family \$50.00

EXTENDEDHEALTHCARE

Deductible
Individual \$10.00
Family \$20.00

Co-Insurance

Preventative and Restorative
Plus Endodontics 20%

All eligible active employees
and their dependents

Co-Insurance

In Canada and Emergency
Out of Canada 20%
Out of Canada
Non emergency 20%
Maximum
In Canada and Emergency
Out of Canada \$10,000
Medi-passport

LETTER OF UNDERSTANDING# 1

BETWEEN:

THE EMPLOYER AS SET OUT ON SCHEDULE "A"

(hereinafter referred to as the "Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 206

(hereinafter referred to as the "Union")

It is agreed by the parties that employees **who** work after eight (8) minutes of any fifteen (15) minute period, will get paid for the full fifteen (**15**) minutes.

Dated at Mississauga **this** ____ day of _____, 2009

FOR THE COMPANY

FOR **THE** UNION

Frank Charron
James A. Whyte
Margot Lackenbauer

John Hurley
Frank G. Kelly
Frank Ragni

FOR THE SWISS CHALET **FRANCHISE** BARGAINING COMMITTEE

Kumar Yogaretnam
Jit Bhamra
John Pilarski

LETTER OF UNDERSTANDING# 2

BETWEEN:

THE EMPLOYER AS SET OUT ON SCHEDULE "A"

(hereinafter referred to as the "Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 206

(hereinafter referred to as the "Union")

Swiss Chalet's employees and customers are entitled to be treated with dignity, free from harassment based on race, sex, national or ethnic origin, colour, religion, age, marital or family status, sexual orientation, or disability. Swiss Chalet is committed to providing a work environment free of verbal, racial, physical and sexual harassment and will make every effort to ensure that no one is subjected to personal or sexual harassment. Swiss Chalet will take such disciplinary measures, as it deems appropriate against any person under its direction who subjects any employee to sexual or personal harassment.

Dated at Mississauga this ____ day of _____, 2009

FOR THE COMPANY

FOR THE UNION

Frank Charron

John Hurley

James A. Whyte

Frank G. Kelly

Margot Lackenbauer

Frank Ragni

FOR THE SWISS CHALET FRANCHISE BARGAINING COMMITTEE

Kumar Yogaretnam

Jit Bhamra

John Pilarski

LETTER OF UNDERSTANDING# 3

BETWEEN:

THE EMPLOYER AS SET OUT ON **SCHEDULE "A"**
(hereinafter referred to **as** the "Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 206
(hereinafter referred to **as** the "Union")

The Company agrees that an employee may be allowed to wear an appropriate sweater approved by the Company on cold **days**.

Dated at Mississauga this ____ day of _____, 2009

FOR THE COMPANY

FOR THE UNION

Frank Charron
James A. Whyte
Margot Lackenbauer

John Hurley
Frank G. Kelly
Frank Ragni

FOR THE SWISS CHALET FRANCHISE BARGAINING COMMITTEE

Kumar Yogaretnam
Jit Bhamra
John Pilarski

LETTER OF UNDERSTANDING# 4

BETWEEN:

THE EMPLOYER AS SET OUT ON SCHEDULE "A"

(hereinafter referred to as the "Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS , LOCAL 206

(hereinafter referred to as the "Union")

In those locations that have a Harvey's component, it is agreed and understood that the Harvey's employees are not covered by this Agreement.

Dated at Mississauga this ____ day of _____, 2009

FOR THE COMPANY

FOR THE UNION

Frank Charron
James A. Whyte
Margot Lackenbauer

John Hurley
Frank G. Kelly
Frank Ragni

FOR THE SWISS CHALET FRANCHISE BARGAINING COMMITTEE

Kumar Yogaretnam
Jit Bhamra
John Pilarski

LETTER OF UNDERSTANDING # 5

BETWEEN:

THE EMPLOYER AS SET OUT ON SCHEDULE "A"

(hereinafter referred to as the "Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 206

(hereinafter referred to as the "Union")

In *the event* that the Company recognizes the Union in a **new** restaurant opening, the terms of Article 22.04 shall not apply for a period of **two** (2) years from the date of opening.

Dated at Mississauga ~~this~~ _____ day of _____, 2009

FOR THE COMPANY

FOR THE UNION

Frank Charron
James A. Whyte
Margot Lackenbauer

John Hurley
Frank G. Kelly
Frank Ragni

FOR THE SWISS CHALET FRANCHISE BARGAINING COMMITTEE

Kumar Yogaretnam
Jit Bhamra
John Pilarski

LETTER OF UNDERSTANDING # 6

BETWEEN :

THE EMPLOYER AS SET OUT ON SCHEDULE "A"

(hereinafter referred to as the "Company")

- and -

UNITED FOOD & COMMERCIAL WORKERS, LOCAL 206

(hereinafter referred to as the "Union")

Labour / Management Meetings

- (a) In order to promote good relations and improve communications between the Company and its employees, it is agreed that a **Labour/Management** Committee be formed composed of representatives designated by the Company and up to two (2) employees designated by the Union, consisting of one (1) from the front of the house and one (1) from the back of the house.
- (b) A Union Committee Member attending a **Labour/Management** committee meeting will be paid for such attendance at applicable straight time rate when such meetings are held.
- (c) On request of either party, the parties shall meet if and when required for the purpose of discussion of issues, other than those subject to Grievance Procedure and Arbitration, of common interest to the parties and relating to the employees in the workplace. The party requesting the meeting shall submit an agenda to the other at least seven (7) days prior to the suggested date for the meeting. The time of the meeting shall be mutually agreed upon.
- (d) In the spirit of maintaining an open forum, all issues are discussed on a without prejudice basis.

Dated at Mississauga this _____ day of _____, 2009

FOR THE COMPANY

Frank Charron
James A. Whyte
Margot Lackenbauer

FOR THE UNION

John Hurley
Frank G. Kelly
Frank Ragni

FOR THE SWISS CHALET FRANCHISE BARGAINING COMMITTEE

Kumar Yogaretnam
Jit Bhamra
John Pilarski