

COLLECTIVE AGREEMENT BETWEEN:

JERICO PUB INC

(hereinafter referred to as the Employer)

AND:

SERVICE, OFFICE AND RETAIL WORKERS UNION OF
CANADA, LOCAL ONE

(hereinafter referred to as the Union)

EFFECTIVE:

May 7, 1984 to and including January 31, 1985;

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ARTICLE 1 - GENERAL PURPOSE

The purpose of this agreement is to promote and maintain harmonious relations between the Employer and employees of "Jerry's Cove Neighbourhood Pub", to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lock-outs, waste unnecessary expense and avoidable delays in carrying out the work.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the sole representative for the purposes of collective bargaining as to rates of pay, wages, hours and other conditions of employment for all employees at "Jerry's Cove Neighbourhood Pub", for whom the Union is certified under the Labour Code of British Columbia. No member of the bargaining unit shall be required or permitted to make any verbal or written agreement with the Employer or its representatives which may conflict with the terms of this agreement.

ARTICLE 3 - UNION SECURITY

1. UNION SHOP: All employees at the date of the signing of this agreement who are covered by the certification shall be required to become or remain Union members as a condition of employment.
2. As a condition of employment, employees who are hired after the date of the signing of this agreement shall become Union Members upon the completion of ten (10) working shifts, subject to Article 14.

ARTICLE 4 - MANAGEMENT RIGHTS

1. Except as limited by this agreement, the direction of the work force and the right to hire, discipline or discharge are exclusively vested in the Employer, and the Union shall not abridge that right.
2. The Union will not directly or indirectly oppose or interfere with the legitimate and reasonable efforts of the Employer to maintain and improve the skill, efficiency, ability and production of its workforce, the quality of its products, or the methods and facilities of its service, provided such efforts are not in conflict with the provisions of the collective agreement.
3. The Employer shall have the right to make and amend rules and regulations which will govern the conduct of the employees on the premises and the manner in which they shall treat the Employers guests and patrons. Such rules and regulations shall not be inconsistent with the provisions of this agreement. Such rules and regulations and subsequent amendments shall be posted, and when employees have been advised, shall be considered to be in effect.

ARTICLE 7 - DUES

1. All employees for whom the Union is certified will be required to sign an "Authorisation for Deduction of Union Dues" as hereinafter provided.
2. Upon receipt from an Employee of a written authorization, the Employer agrees to deduct Employee's union dues after the completion of twenty(20) working shifts of employment after other deductions required by law and/or provided by this contract.

ARTICLE 5 - NOTIFICATION

The Employer agrees to notify the Union in writing within five (5) days when an Employee has been hired, promoted, transferred or has resigned. The Employer agrees to notify the Shop Steward within twenty-four (24) hours when an Employee has been laid-off, suspended or discharged, and notify the Union within five (5) days.

ARTICLE 6 -Union Rights

1. The Employer agrees that they will make provisions for a representative of the Union to meet once with each new Employee for up to thirty (30) minutes before the start of a shift to discuss the function of the Union. The Union agrees that there will be no undue disruption of work.
2. The Steward of the Union shall be allowed to contact employees at work on matters concerning this agreement, so long as the work is not unduly disrupted.
3. The Employer agrees to grant Employees who are representatives of the Union leave of absence, without pay, for no more than three (3) days at any one time to attend Union Conventions or to perform other functions on behalf of the Union, provided that no more than one such representative be off work at one time, and that the total of all such absences do not exceed thirty (30) days in any year. Such Employees shall give the Employer at least five (5) days notice for such leave requested and arrange if possible, for a replacement acceptable to the Employer.
4. The Employer agrees to provide a bulletin board in the Staff Room. The bulletin board shall be used solely by the Union to convey information to its members.
5. A one-time leave of absence, without pay, of up to one(1) year will be granted an Employee who has been elected to an office in the Union which requires full-time in the discharging of duties. The Employer will not be required to grant a second such leave of absence to any Employee until a prior granted leave has terminated. An Employee so elected to Union Office must give one month's notice to the Employer. Further leave may be granted by mutual consent, between the Employer and Employee. Seniority shall be maintained, but shall not accumulate during the Employee's absence. On completion of the term of office in the Union, such Employee shall be placed at the top of the recall list and considered senior for re-employment when any position becomes available at the date the Employee returns to work providing the Employee is capable of performing the duties of the position, until such time as they have regained their former shift load.
6. Benefits shall be maintained at the Employees expense, provided it is consistent with the terms of the contracts in force.

ARTICLE 7 - CHECK OFF

1. All employees for whom the Union is certified will be required to sign an "Authorization for Deduction of Union Dues" as hereinafter provided.
2. Upon receipt from an Employee of a written authorization, the Employer agrees to deduct Employee's union dues after the completion of twenty(20) working shifts of employment after other deductions required by law and/or provided by this contract.

ARTICLE 7 - CHECK OFF (Continued)

3. The Union agrees that it will advise the Employer in writing of all assessments and dues required by the Union and of any changes which may from time to time arise.
4. The Employer agrees to forward by cheque to the Treasurer of the Union by the fifteenth (15) of each month following deduction, all dues collected together with a list of the names of the employees and the amounts deducted from each.
5. The Union undertakes to indemnify and hold blameless the Employer from any claim that may be made upon, for, or on account of any such deduction from the wages of any Employee.

ARTICLE 8 - SHOP STEWARDS

1. The Employer will recognize duly elected Shop Stewards and agrees not to discriminate against such stewards for carrying out their proper duties.
2. Shop Stewards shall report to the Employer all alleged violations of the agreement and shall assist in the handling of grievances. Shop Stewards shall not however, interfere with the management of the business, or cause any undue disruption of the work.
3. When the Employer or its representatives wish to meet with one or more Employees to discuss serious dissatisfaction with her/his work which may result in discharge or discipline, Employees shall have the right to be accompanied by a Steward or other Union representative.
4. The Union shall regularly notify the Employer in writing of the names of its Local Executive, Stewards and Grievance Committee.

ARTICLE 9 - UNION SHOP CARD

The Union Shop Card shall be posted in the Employer's premises and shall remain there so long as the terms and conditions of this agreement are fulfilled.

ARTICLE 10 - PICKET LINES

1. The Employer agrees that no Employee shall be subject to discipline or dismissal for refusing to cross an established picket line, approved by a minimum of two (2) Union representatives (one from within the bargaining unit and one from the Local Executive). The Employer agrees that it shall not request, require or direct Employees to perform work resulting from strikes that would normally have been carried out by those on strike.
2. The Employer agrees that provided all conditions of the contract are met there will be no lock-out by the Employer, and the Union agrees that there will be no strike or organized curtailment of work on the part of the Union or on the part of the Employees covered by this agreement, provided that all of the conditions of the contract have been met. Any Employee who strikes or engages in an organized curtailment of work, when there has been no violation of the contract shall be subject to suspension or discharge.

ARTICLE 11 - WORKING CONDITIONS

1. The Employer agrees to maintain good working conditions in the employment work area. The Worker's Compensation Board shall constitute minimum standards for safe working conditions. The Employer will conform to Worker's Compensation Board requirements as to safety when making any alterations or additions.
2. Where working conditions other than those considered to be "occupational hazards" impose a threat to the Employees health or safety, the Employees shall immediately inform Management. If this situation is not corrected within a reasonable time, the Employees may refuse to work under such conditions without being subject to discipline or dismissal.
3. Where an Employee is injured on the job to the extent that medical attention is required, Management will provide immediate transportation to the nearest medical facility, and will provide return transportation home within a radius of fifteen (15) miles.
4. Where a customer acts in an obnoxious manner, the Employee providing the service shall wherever possible, first consult with the Management or its representatives, or the Doorman, who shall make the final decision on whether or not to refuse service. Where refusal has been denied, Management will not require that Employee to continue service to the customer in question, unless the Employee is seen to equally at fault.
5. Where new or additional equipment is required, affected Employees shall be consulted prior to purchase or rental. Where renovations which may affect the working area of the Employees are planned for the premises, Employees from the working areas concerned shall be consulted regarding such renovation. Employee preference shall be taken into consideration.

ARTICLE 12- HUMAN RIGHTS

1. In accordance with applicable laws, the Employer and the Union shall not discriminate against any Employee or applicant for employment because of race, colour, religion, sex, age, place of origin, marital status, ancestry, political beliefs, or whether she/he has children, as outlined in the Labour Code.
2. The Employer and his representatives agree that the rules, regulations, and requirements shall be limited to matters pertaining to the work required of each Employee. Off duty employees shall respect the rules and regulations set forth by Management when they are on the premises.
3. Employees will not be required to do any work of a personal nature for the Employer or representatives of the Employer.
4. In addition, the Employer or representatives thereof shall not harass or belittle any Employee.
5. It is agreed that neat suitable attire shall be worn by all Employees. If at some point a uniform should be required, its selection shall be made in consultation with Employees.

ARTICLE 13- TYPES OF EMPLOYEES

1. For the purpose of Seniority only, the following types of Employees are recognized:
 - a) Regular Full-Time Employees- are those who normally work four (4) days per week on a consecutive weekly schedule.
 - b) Regular Part-time Employees - are those who normally work less than four (4) days per week on a consecutive weekly schedule.
 - c) Casual (On Call) Employees - are those employed at irregular intervals for special occasions or as temporary relief. Casual (On Call) employees shall accumulate seniority as provided in sub-section 2 of Article 14.
 - d) Probation: An Employee will be considered as a probationary Employee for a period of ten (10) regular shifts after the most recent date of hire by the Employer. The Manager may discuss the probationary Employee's performance with the staff and with the probationary Employee. However, a probationary Employee may be terminated at the discretion of the Employer.
 - e) Training may cease at an earlier date, or be extended a further 10 shifts with the mutual agreement of Management, trainee, Steward and the Employee in charge of the trainee.
 - f) Training shall be at the discretion of Management. Job descriptions shall be made available to new Employees when they start their training period.

ARTICLE 14 - SENIORITY

1. Definition of Seniority: Seniority is an employee's total seniority credits accrued from the most recent date of hire by the Employer. It is understood that seniority is intended to provide maximum work opportunity for senior Employees.
2. Calculation of Seniority Credits:
 - a) Seniority credits shall be added to the present seniority ratings on the basis of hours worked. These will normally be calculated on a monthly basis by dividing the number of hours worked by six (to the nearest whole number).
 - b) Casual Employees shall not accrue any seniority credits unless and until they have worked ten (10) shifts in a six (6) month period, dating from their first date of hire, or subsequent six (6) month periods. Casual Employees do not accrue any seniority with respect to call-back for available casual vacancies. Upon completion of ten(10) shifts within the qualifying six (6) month period Casual Employees shall become Union members and be entitled to all the rights and privileges of this agreement, and they shall commence to be credited with seniority credits for regular shifts worked and for seniority status when applying for a position as Regular Full-time or Regular Part-time Employee. When such an Employee becomes a regular Employee his/her first ten(10) shifts will be considered as probation.
 - c) It shall be the responsibility of the Shop Stewards and Union to maintain accurate records of seniority.
3. Preference to Seniority: Where Employees have equal credits and equal qualifications, the Employee with the "longest service from the last date of hire shall be given preference."

ARTICLE 14 - SENIORITY (continued)

4. Leaves and Seniority: The taking of leave, by itself, under this contract unless specified otherwise, shall not terminate seniority credits of any Employee.
5. Layoffs and Recalls: In the event of lay-off due to reduction in the staff, Employees will be laid off and recalled in accordance with their seniority, provided that they have the qualifications to perform the available work satisfactorily, or they can be easily trained.
6. Determination of "Qualified": In determining whether an Employee is qualified the following factors may apply:
 - a) Ability to pass a minimum test of ability set by the Employer for the position;
 - b) Certification of training by a recognized trade school or association;
 - c) Personal suitability for the position;
 - d) Meets physical requirements for the position;
 - e) Can be easily trained for the position.
7. Vacancies and Transfers:
 - a) It is the Employer's policy to fill vacancies covered by this agreement, whenever possible, by transfer among qualified Employees on the basis of seniority. In order to efficate this process, Employees will be contacted, either in person or by phone, in order of seniority until the position is filled. Where the successful Employee is on vacation, the position will be temporarily filled until the Employee's return. Employees on leave-of-absence shall leave written directions with the Employer in the event of vacancies becoming available during their absence. An Employee who fails to apply for a vacancy may not claim to be aggrieved when the vacancy is filled by an Employee with less seniority.
 - b) An Employee transferred to another job classification, shall be given a ten (10) shift trial period.
 - c) If within this period they are unable to be transferred back, they shall be reinstated into their former position without any loss of seniority. The parties hereto may agree to an extension of the trial period.
8. Seniority in Scheduling: Employees with seniority shall be given preference of shifts and days off as long as it does not impair the operation of the Employer's business. Employees shall not abuse this right by arbitrarily requesting changes in established schedules.
9. Termination of Seniority: Seniority will be terminated by the following:
 - a) Discharge;
 - b) Resignation;
 - c) Retirement;
 - d) One hundred and eighty (180) days of continuous layoff;
 - e) Twelve (12) months' absence by reason of illness or any Health Regulations;
 - f) Failure or inability to pass any medical examinations that may be requested by the Board of Health;
 - g) Failure to return to work as required after any authorized absence.
10. Seniority Information: The Employer will assist the Union in preparing the seniority list at the commencement of this agreement. The Union undertakes to indemnify and hold harmless the Employer from any claim that may be made upon or for or on account of any action brought by the Union or Employee regarding seniority.

ARTICLE 15 - MATERNITY LEAVE

1. Female Employees with one years' service will be granted Maternity Leave of absence, without pay, not to exceed six (6) months. Monthly seniority credits of four (4) credits per month shall accrue during Maternity Leave. A statement signed by a qualified physician certifying to the Employee's condition will be required for the leave, which normally will commence at least three (3) months prior to the expected date of birth. The Employer shall consider any request to defer the commencement of Maternity Leave. Any request for extension by the Employee will not be unreasonably denied. Seniority would not accrue during any extension of Maternity Leave.
2. An Employee returning from Maternity Leave shall be reinstated in her former position and salary if:
 - a) The position still exists as a classification of work in the bar, and
 - b) The Employee is physically capable of performing those duties.In any case, however, she shall be guaranteed a position commensurate with her physical condition, ability to perform the job satisfactorily, and seniority. If an extension of more than two months is requested and granted, such Employee will be placed on the recall list on her return.

ARTICLE 16 - LEAVE OF ABSENCE

Any regular Employee having not less than six (6) months continuous service with the Employer shall be granted leave of absence for personal reasons, upon two weeks notice to Management. Up to two (2) weeks may be granted after six (6) months of continuous service. Up to three (3) weeks may be granted after nine (9) months of continuous service. Up to four (4) weeks may be granted after one (1) year of continuous service. Such leave shall be subject to the same conditions as those listed for vacations in subsection 7, Article 24. Further leave may be granted at the discretion of management.

ARTICLE 17 - COURT DUTY

1. Any regular Full-time or Regular Part-time Employee with a minimum of six (6) months continuous service with the Employer, who is called for Jury Duty or subpoenaed as a witness in any case, Civil or Criminal, shall during the period of such service, be paid their regular straight time pay, less any monies received from the Crown on the days they are normally scheduled to work, providing the amounts received from the Crown do not exceed the regular rate of pay.
2. Any Employee covered by this agreement who may be required by Law or by the Employer to attend, on behalf of the Employer, any Commissions, Court or Hearings, to give evidence in any case, Civil, or Criminal, respecting Jerry's Cove, shall, during the period of such service, be paid their regular straight time pay, less any monies received from the Crown on the days they are normally scheduled to work, providing the amounts received from the Crown do not exceed the regular rate of pay.

ARTICLE 18 - CLOSURE

1. In the event of permanent closure due to Management's decision, the Employer agrees to provide one (1) month's notice, or one month's pay in lieu of notice to Regular Full-time and Regular Part-time Employees.
2. In the event of closure due to circumstances beyond the control of Management the Employer agrees to notify the Employees immediately upon becoming aware that closure is imminent or may be imminent.

ARTICLE 18 - CLOSURE (continued)

3. In the event of closure due to management's failure to comply within a reasonable time with any laws or regulations of the Liquor Control Board, or Board of Health, management agrees to give the Employees two (2) weeks' notice or to pay the Regular Full-time and Regular Part-time Employees, two weeks' pay at their regular straight time rates of pay.

ARTICLE 19 - WORK SCHEDULE

1. The primary purpose of work scheduling is to ensure the adequate staffing of management's operations and to advise Employees in advance of their days of work, days off, and their starting and quitting time.
2. It is agreed that the determination of the starting time of daily and weekly work schedules shall be made by management, and such schedules may be changed by management from time to time to suit varying conditions of business. Management agrees to discuss any proposed changes in hours of work or shifts with the Employees, and to give reasonable notice to the Employees concerned.
3. Employees will be allowed to trade shifts with qualified Employees provided that the requirements of the schedule are met and provided that management approval is obtained. Such approval shall not be unreasonable denied.
4. The schedule shall be posted in a conspicuous place.
5. If a Regular Full-time or Regular Part-time Employee is not going to be able to work a regular scheduled shift, for any reason, excepting sudden illness the Employee shall notify the manager at least twenty-four (24) hours before the shift commences, so that the manager may substitute another person for that shift. Employees shall not abuse this privilege.
6. In the case of emergencies, management reserves the right to adjust schedules for the good of the business, provided the affected Employees are given reasonable notice of any changes, and the Employer gives consideration to any prior commitment of the Employees. The changing of a regular schedule for an emergency shall not be subject to grievance or arbitration. An emergency is defined as any condition or occurrence that is unexpected or unforeseen and beyond the control of management.
7. Employees with seniority shall be given preference to shifts and days off as provided in sub-section 8 of Article 14.
8. Split Shifts: Split Shifts are not a part of normal scheduling. Should they be necessary in an emergency or for other reasons, they will be discussed with the Employees concerned.
Split shifts shall consist of eight (8) hours of work in a spread of not more than fourteen (14) hours. Shifts of less than eight (8) hours shall not be split, and no part of a split shift shall be less than three (3) hours. An Employee working a split shift shall be entitled to a premium of one (1) hours' pay at their regular straight time. Employees working an extra shift at their own request shall not be considered to be working overtime or a split shift.
9. One shift shall constitute any minimum period of five and one half (5½) hours in any one or more classifications, excepting the Cook and Doorman, where four (4) hours shall constitute a shift, and Janitor where two and one half (2½) hours shall constitute a shift.

ARTICLE 19 - WORK SCHEDULES (continued)

10. Employees required to be present before and after a regular shift on the floor shall be paid for that time to the nearest fifteen (15) minutes. Such time shall include float preparations, cash out and regular clean-up. Overtime established due to the Employee's own incompetency shall be on the Employee's own time.
11. An Employee called in or scheduled for less than their full shift in any one day shall be paid for a minimum of four (4) hours. If she/he quits or voluntarily leaves for reasons other than sudden illness or injury, or is terminated prior to completion of the shift she/he shall be paid for actual time worked.
12. Employees working five and one half (5½) or more hours shall be entitled to a paid thirty (30) minute rest break. Employees working a six (6) or more hour shift shall be entitled to a ten (10) minute break in addition to the thirty (30) minute break. Employees working an eight (8) hour shift shall be entitled to an additional ten (10) minute break. Employees will schedule their breaks so as to cause the least disruption in the Employer's operations. If possible, no more than one Employee shall be off duty at a time.
13. Scheduling of breaks shall be agreed between the Employees concerned, subject to the approval of Management.
14. Overtime: Overtime is defined as any time worked in excess of:
 - a) Eight hours in any one day;
 - b) Forth-four (44) hours in any six (6) day period, except as provided in split shifts;
 - c) Any time worked in excess of a) or b) of this Article shall constitute overtime and will be paid at the rate of time and one half (1½) the regular rate of pay for the first three (3) hours and two (2) times the regular rate of pay for time worked in excess of three (3) hours.
 - d) Employees may decline work on a seniority basis provided there are other qualified Employees available to perform the work. In such cases the junior Employee cannot decline to work overtime, provided that she/he has not had to work overtime more than twice in the previous six months. The affected Employees shall be given reasonable notice of impending overtime, and the Employer is to give consideration to prior committments of the Employees.

ARTICLE 20 - WORKERS' COMPENSATION

1. The Employer agrees to carry Worker's Compensation for on-the-job injuries to Employees of Jerry's Cove, and to consult with the Union regarding assistance to Employees while they are waiting for Compensation Benefits. Assistance by the Employer shall be limited to thirty (30) days at normal pay. Compensation Benefits for the same period shall be repaid to the Employer by the Employee upon receipt.
2. An Employee returning to work from a compensatable unjury from an on-the-job injury shall be re-instated in her/his former position providing she/he is capable of doing the work.

ARTICLE 21 - COMPASSIONATE LEAVE

1. In the case of death in the immediate family of the Employee, i.e. father, mother, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, common-law-husband, common-law-wife, as defined by law, step-siblings, the Employee shall be excused at her/his request on any or all of her/his scheduled working days beginning with the day of death up to and including the fifth (5th) calendar day thereafter. Should any of the

ARTICLE 21 - COMPASSIONATE LEAVE (continued)

- first three (3) consecutive days fall on a day regularly worked by the Employee, the Employer agrees to pay the Employee at their regular straight time rate of pay for the shift hours regularly worked. Employees shall not misrepresent any relationships.
2. An Employee shall be entitled to a one (1) day's leave of absence to attend a funeral in her/his immediate family, upon notification of Management. If the day falls on a day regularly worked by the Employee, she/he shall be entitled to one-half ($\frac{1}{2}$) shift pay at her/his regular straight time rate.
 3. At the discretion of the Employer, Funeral Leave may be granted in the event of death of members of an Employee's family other than those listed above.

ARTICLE 22 - PATERNITY AND ADOPTION LEAVE

1. An Employee may be granted Paternity or Adoption Leave of absence without pay for personal reasons upon written application. The length of the leave of absence shall be agreed to between the Employee and the Employer. An Employee who fails to return to work at the expiration of the leave of absence, shall be deemed to have resigned on the date upon which the leave of absence commenced.
2. An Employee returning from Paternity or Adoption Leave shall be reinstated in their former scheduled position without loss of seniority.

ARTICLE 23 - STATUTORY HOLIDAYS

1. The following are Statutory Holidays for purposes of this contract:

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

and any other day that may be stated a legal Holiday by the Provincial and/or Federal Government(s).

2. Payment for Statutory Holidays shall be made to Regular Full-time and Regular Part-time Employees on the following basis:
The Employer agrees to pay that portion of a six (6) hour shift at the straight time rate of pay that the number of shifts worked in the previous fifteen (15) days immediately prior to the holiday bears to 8 shifts.

$$\frac{N}{8} \times 6 = \text{Statutory Hours}$$

where N is the number of shifts worked, up to eight (8), in the previous fifteen (15) days.

ARTICLE 24 - HOLIDAY PAY AND ANNUAL VACATIONS

1. Employees with less than three (3) year's regular service will receive holiday pay in accordance with the provisions of the Annual and General Holiday Act of the Province of British Columbia.
2. All Employees will receive their four percent (4%) holiday pay included with wages when they are terminated.
3. Employees having completed three (3) or more years of continuous service from their last date of hire shall receive three (3) weeks vacation with pay computed on the basis of six percent (6%) of gross earnings for the preceding year.

ARTICLE 24 - HOLIDAY PAY AND ANNUAL VACATIONS (continued)

4. Should any Statutory Holiday occur during an Employee's vacation period, the provisions of the Annual General Holiday's Act shall apply to the granting of extra vacation entitlement and pay.
5. Vacations shall be granted within ninety (90) days of the Employee's anniversary date of hire, or at such time as may be mutually agreed upon by the parties concerned.
6. In the scheduling of vacations, Employees shall be given preference of choice of vacation time in order of their seniority. If the Employees' choice of vacation period would cause hardship upon the Employer due to the workload or because of the number of Employees who would be on vacation, the Employer reserves the right to assign some other vacation period than that requested.
7. Except during emergencies no Employee shall be called to work during her/his vacation. If an Employee is requested and agrees to report for work on a day which is a portion of her/his properly scheduled vacation, she/he shall receive straight time pay for all work performed on such day, and shall receive another day's vacation with straight time pay or pay in lieu thereof.
8. An Employee who is terminated shall receive a vacation allowance equivalent to vacation entitlement less any actual vacations taken.
9. Employees shall receive on the last working day preceeding commencement of their vacation, all monies which are payable to them as salary and vacation pay.

ARTICLE 25 - TECHNOLOGICAL AUTOMATION AND OTHER CHANGES

1. The Employer will provide the Employees with as much notice as possible of their intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel, or in job classifications.
2. Whenever possible, Employees becoming redundant due to new equipment or procedure, shall be eligible for retraining to equip them for new positions.
3. In cases where the retraining of Employees is not possible or where other positions within Jerry's Cove are not available, the Employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An Employee on recall under this Article shall receive all the benefits she/he had accrued during employment at the end of the recall period, or at such earlier time as she/he may elect to terminate.
4. Severance Pay as provided in the following paragraph shall be due and payable to a displaced Employee, only immediately upon termination.
5. Severance Pay shall be paid to regular Employees who are terminated because of changes in administrative procedures, automation, consolidation or suspension of business. The amount of Severance Pay shall be one (1) week's pay at the Employee's current regular rate of pay for each year of service from her/his last date of hire up to a maximum of two (2) week's pay.

ARTICLE 26 - EMPLOYEE FILES

1. The Employer may keep files of all written censures, letters of reprimand and adverse reports on Employee's work records. The Employee shall have access to any such files concerning her/him personally for the purpose of correcting the record or copying such information. Costs of copying will be borne by the Employee. The Employer agrees to remove written censures, letters of reprimand and adverse reports after a period of six (6) months.
2. Copies of all conduct and ability complaints, reprimands and commendations shall be signed by the manager and will be presented to the Employee concerned. One (1) copy will be sent to the Union within five (5) days after the date of issuance. The Employer agrees not to introduce as evidence in any Hearing any document from the file of an Employee the existence of which the Employee was unaware of at the time of filing unless requested to do so by law.

ARTICLE 27 - DISCIPLINE, DISCHARGE AND RESIGNATION

1. It is hereby agreed that the Employer has the right to discharge an Employee for just cause without notice or pay in lieu of notice. No Employee shall be fired arbitrarily or capriciously.
2. An Employee may be disciplined, suspended, or discharged for just and sufficient cause such as, but not limited to;
 - unnecessary physical aggression;
 - drunkenness, being under the influence of liquor or drugs;
 - drinking while on duty;
 - taking non-medical drugs while on duty;
 - gross insubordination;
 - dishonesty resulting directly or indirectly in losses to the Employer;
 - falsification of work records;
 - walking off the job capriciously;
 - failure to report for work as scheduled without making reasonable effort to notify management in advance;
 - working when not authorized;
 - willful evasion to perform the works set forth in the applicable job description;
 - willful failure to observe the Employer's rules and regulations, including safety rules;
 - willful violation of the terms of this agreement;
 - incompetence.

Cause for suspension, discipline, or discharge not listed shall be discussed with the Union before being added to the list. Where an unlisted or unforeseen breach of behavior should occur, there shall be consultation and agreement between a union representative and Management on whether this breach constitutes just cause for discipline or discharge.
3. An Employee, who in the opinion of Management merits discharge shall be suspended pending discharge, and given the reason for her/his suspension in writing, with a copy to the Union by registered mail. The Union will notify the Management in writing by registered mail, within ten (10) calendar days of receipt of the suspension notice if it wishes to take up the suspension as a grievance. If it does not so advise management, the employee shall be considered discharged.

ARTICLE 27 - DISCIPLINE, DISCHARGE AND RESIGNATION (continued)

In cases other than those listed in Section 2 of Article 27, the Employer may discipline an Employee according to the following procedure:

- a) The manager may first give the Employee concerned a verbal warning;
 - b) The manager shall give the Employee written warning outlining his dissatisfaction with the Employee's performance;
 - c) If after such a warning, the problem continues, the manager may suspend the Employee for a maximum of five (5) working shifts. Upon taking this decision, the manager will immediately send to the Employee concerned with a copy to the Union, a letter giving written notification of and reasons for the suspension.
 - d) Only after a warning has been given and the Employee has been suspended and returned from suspension for a reasonable period of time, and the problem continues then may the manager discharge the Employee. Any suspension or discharge by the Employer is subject to the Grievance Procedure and Arbitration.
5. Reinstatement for Unjust Cause: If, as a result of the Grievance Procedure and/or Arbitration, it is found that an Employee has been discharged for unjust cause, that Employee will be reinstated to her/his former position or to one of equal salary range, without loss of seniority, rank or benefits, and shall be compensated by the Employer for all time lost retroactive to the date of discharge. If, as a result of the Grievance Procedure it is found that the Employee has been suspended for unjust cause, the Employer shall compensate the Employee for all wages lost during the suspension.
6. Severance Pay: An Employee who has completed one (1) or more years of continuous service with Jerry's Cove, upon retirement or lay-off shall be entitled to Severance Pay. Severance Pay shall consist of one (1) regular shift's pay at the current hourly rate for each year of employment from the Employee's most recent date of hire. Any Employee who receives Severance Pay will be considered to have terminated her/his employment.

ARTICLE 28 - GRIEVANCE PROCEDURE AND ARBITRATION

A - Grievance Procedure

1. For the purpose of this Agreement, grievance shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, whether between the Employer and any Employee bound by this Agreement, or between the Employer and the Union, such question of difference shall be settled conclusively in the following manner:
Should there be any dispute or complaint the Employee shall continue to work as per the conditions existing prior to the time the dispute, complaint, or grievance arose, unless the Employee has been suspended or discharged.

Step One

An Employee who has a grievance shall have thirty (30) days from the incident to go to the manager or assistant manager in charge of that shift. The Employee must be accompanied or represented by her/his steward or representative of the Union. The manager or assistant manager shall be given a maximum of three (3) working days to solve the grievance.

ARTICLE 28- GRIEVANCE PROCEDURE AND ARBITRATION (continued)

Step Two

If the grievance is not satisfactorily resolved in Step One, the Employee and her/his Union representative shall submit written statements to the Employer within twenty-four (24) hours.

Step Three

The Union and the Employer shall be given six (6) working days in which to solve the grievance.

2. If the grievance is not resolved in Step 3 as provided above, either party may, within two (2) weeks, signify in writing to the other party of the failure to agree and give notice of intention to invoke Arbitration Procedure as provided in Section 3 of Article 28 B.
3. The time limits for the performance of any act in the Grievance Procedure may be extended by mutual consent of the parties and it is understood that all periods prescribed fall within the working week.
4. An Employee shall be permitted the necessary time off to attend to the adjustment of a grievance and may be present at any step in the Grievance Procedure if so requested by either party.
5. The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into negotiation or discussion with respect to the grievance, either directly or indirectly, with the aggrieved Employee without the consent of the Union.
6. Settlement reached at any step of the Grievance Procedure or Arbitration shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance or to a date agreed to by the parties or set by an Arbitrator.
7. Any grievance which is not processed by the Union in the manner described by this Article and within the designated time limits specified by this Article, shall be considered dropped, and shall not be eligible for appeal. If the Employer does not answer the grievance within the specified limits, the grievance shall be considered granted in favour of the aggrieved.
8. Policy Grievance: Where either party disputes the general application, interpretation, or alleged violation of an article of the agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to Arbitration.
9. Technical Objections to Grievance: It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical/clerical error other than time limit violations in processing the grievance through the Grievance Procedure. To this end an Arbitrator shall have the power to allow all necessary clerical corrections to the grievance in order to determine the real matter in dispute.

B- Arbitration

1. The party desiring Arbitration under this Article, will notify the other party in writing, in accordance with the provisions of Step 3 section 2 of this Article.
2. The parties to the dispute will thereupon meet to decide upon an Arbitrator.

ARTICLE 28 - GRIEVANCE PROCEDURE AND ARBITRATION (continued)

- If they fail to agree on an Arbitrator within ten (10) days, the parties shall secure a panel of five (5) Arbitrators from the Minister of Labour of the Province of British Columbia. Each party shall strike two (2) names from the panel, and the remaining Arbitrator shall serve in the case.
4. Upon agreed appointment of an Arbitrator, or selection of an Arbitrator as provided in this Article, the Arbitrator shall hear the parties, settle the terms of the question to be arbitrated, and make her/his award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the parties in the dispute. The Arbitrator shall deliver her/his award, in writing, to each of the parties, and this award shall be final and binding upon each of the parties and shall be carried out forthwith. An Arbitration award under this Article shall not be subject to further arbitration under this Agreement.
 5. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of the Agreement.
 6. Each party shall pay their own costs and expenses of the Arbitration, and one-half (½) of the remuneration and disbursements or expenses of the Arbitrator.
 7. Nothing contained in the Article shall limit or abridge the rights of the Employer in management of the business as set forth in this agreement.

ARTICLE 29 - WAGE RATES

1. Employees shall be paid according to the following schedule listed as Hourly Rates

	<u>Feb. 1-May 31, 1982</u>	<u>June 1, 1982-Jan. 31, 1983</u>	<u>Feb. 1, 1983-Jan. 31, 1985</u>
Bartender	8.20	9.20	9.45
Barrunner	7.75	8.70	8.90
Doorman	7.35	8.25	8.45
Waiter or Waitress	7.00	7.85	8.05
Cook	7.00	7.85	8.05
Cleaner	7.00	7.85	8.05

2. Probation and Training Rate: Employees who have not completed a probation period or training period of ten (10) shifts, shall be paid at twenty-five (25) cents per hour less than the prevailing rate for the classification in which they work.
3. Where an Employee occupies a position which combines two (2) or more different classifications, she/he shall be paid at the rates for those classifications and for the respective number of hours worked in each of those classifications.
4. Wages shall be paid bi-monthly on the fifteenth (15th) and last days of each month. The Employees shall receive payment within two (2) days of the end of their pay period, with the exception of the Casual or Part-time Employees who shall be paid at the termination of their employment.

ARTICLE 30 - MEDICAL SERVICES, GROUP HEALTH AND EXTENDED BENEFITS

1. The Employer agrees to pay 3/4 of the premiums for medical services, group health, and dental plans for all Employees who qualify under the terms of these insurance contracts. The Employer will allow coverage for Employees' dependents, but will not pay the premiums for Employees' dependents who have other income or support.
2. Sick Benefits:

- a) The Employer agrees to provide paid sick leave at regular straight time rate for Regular Full-time Employees who have completed three (3) months of continuous full-time service with the Employer. Present Full-time Employees who have completed six (6) months of continuous full-time service prior to the signing of this contract can accumulate sick leave credits immediately upon the signing of this contract. The paid sick leave entitlement shall then accrue at the rate of one (1) day's entitlement for each full month worked until the Employee has accumulated a maximum of twelve (12) sick leave days. She/he can draw on her/his sick leave credits for accidents or illnesses in excess of two (2) days; sick leave benefits shall be paid only for the days normally worked by the Employee.
- b) Only illnesses or accidents which prevent the Employee from working, and are not compensatory under the Workers' Compensation Act, Unemployment Insurance Act or policy Insurance, shall be charged to sick leave entitlement.
- c) Not more than twelve (12) days of sick leave shall be taken in any one (1) year of employment.
- d) Sick leave credits used up by an Employee on any properly certified absence may be allowed to accumulate back to a maximum of twelve (12) days excepting annual vacations accruing at the rate specified in Section 2 a) after the Employee returns to work.
- e) Time spent by an Employee on any type of authorized leave, or because of a compensatory accident or illness, shall not be credited toward sick leave benefits and any time granted off for other types of authorized leaves shall not be charged against sick leave entitlement.
- f) Sick leave benefits cannot be drawn in advance of being earned.
- g) No Employee whose illness or injury was caused by her/his illegal conduct shall be entitled to the benefits under this Article.
- h) Upon the occasion of any Employee's absence from work on account of illness or injury for which she/he is entitled to sick leave benefits she/he must present a certificate from a licensed physician, or other proof satisfactory to the Employer, certifying that her/his absence from work was caused by illness or injury. The Employer shall have the right to make any investigation respecting a sick leave claim that it may deem advisable in connection with any illness or injury of any Employee. Employees without sick leave benefits shall not be required to submit a doctor's certificate on the occasion of each illness.
- i) An Employee who submits a fraudulent sickness report or who it can be shown has willfully or knowingly abused the benefits of this Article will be subject to a disciplinary action. Disciplinary action will be either a written warning, a suspension, or discharge, depending on the seriousness of the offence.
- j) Employees returning from extended sick leave of three (3) days or more, shall be required to notify the manager or assistant manager twenty-four (24) hours in advance of their normally scheduled shift.

ARTICLE 31 - NOTICES

Wherever formal notice is to be served by the Union on Jerry's Cove, it shall be mailed by registered mail to:

Jericho Pub Inc
3681 West 4th Avenue
Vancouver, B.C.
V6R 1P2

Wherever formal notice is required to be served on the Union by Jerry's Cove, it shall be mailed by registered mail to:

Service, Office and Retail Workers Union of Canada
Local 1
#206, 402 West Pender Street
Vancouver, B.C.
V6B 1T6

ARTICLE 32 - DURATION OF AGREEMENT

This Agreement shall remain in effect from date of signing, until and including January 31, 1985. It shall be deemed renewed thereafter from year to year unless either party hereto have written notice to the other party of its desire to amend, or modify the same. Such notice shall be served not earlier than ninety days (90), not later than sixty (60) days prior to the expiration date. Negotiations shall begin within fifteen (15) days of notice. Notices served under this Article shall be in writing and shall be accompanied by the proposals of the notifying party.

BONUS INCREMENTS - See the letter of agreement dated June 24, 1983, for a description of bonus increments. This letter of agreement will be carried on until January, 1985.

SIGNED AT VANCOUVER, BRITISH COLUMBIA THIS _____ DAY OF

_____, 19 .

FOR JERRY'S COVE

FOR S.O.R.W.U.C.

