

COLLECTIVE AGREEMENT

BETWEEN

McGUIRE LAKE INN INC.

AND

TEAMSTERS LOCAL UNION No. 213

May 1st, 2003 - April 30th, 2006

DON McGILL
Secretary-Treasurer

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McGuire Lake Inn - Salmon Arm

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- (v) Full time positions shall not be replaced by the use of part-time, casual or student employees.
- (e) It is understood that in time of peak business or unexpected shortage of personnel, the Employer can reassign personnel from one division to another and to that end the Employer will cross train personnel.
- (f) The following positions are considered to be excluded from the Bargaining Unit: Owners, Pub Manager, Wine & Beer Store Manager, Accountant/Administrative Position, Food & Beverage Manager, Restaurant Manager, Head Chef and Chief Engineer (Maintenance).

2. DURATION OF AGREEMENT

- (a) This Agreement shall be for the period from and including May 1st, 2003, to and including April 30th, 2006. Either party to this agreement may, within four months immediately preceding April 30th, 2006, give to the other party written notice to commence collective bargaining.
- (b) After expiry of the term of this collective agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.
- (c) It is mutually agreed that the operation of sub-sections 3 and 4 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

3. UNION SECURITY

- (a) The Employer may hire qualified employees. However, those employees shall report to the Union office and fill in the required Union membership cards before commencing actual work or conversely, the Employer shall have such new employees report to the Shop Steward prior to commencing employment and fill in the necessary cards which will be provided by the Shop Steward.
- (b) All employees shall be required to be a member of the Union as a condition of employment with the Employer.

Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) Provided two (2) weeks' written notice is given, the Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function.
- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority to a maximum of six (6) months.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he may be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work, in fit condition to perform the job available.
- (d) If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied.

- (e) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer. It is intended that this report be made prior to the employee's starting time if possible.
- (f) In case of death in the immediate family, full time or part time, the employee affected provided he/she is scheduled to work shall be granted compassionate leave of absence with regular pay for three (3) days. Immediate family means: spouse, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren, and step-parents.
- (g) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.
- (h) Provided two (2) weeks' written notice is provided, when any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to one (1) year.
- (i) There shall be no slowdown, work stoppage or other impediment to normal production during the life of this Agreement.

6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, one from the Beer and Wine Store and one from the Pub, if the Union wishes, to see that the provisions of this Collective Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- (d) The Union will advise the Employer of the identity of all Shop Stewards.

- (e) Shop Stewards may be allowed to take up grievances during working hours, without loss of pay. The parties agree that normal operations should not be affected by this clause.
- (f) Provided it does not interfere with efficient operations, Shop Stewards shall be allowed time off work, without pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- (a) If uniforms are required they will be supplied in accordance with the Employment Standards Act.

8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board.

The Employer shall be responsible for the posting of an up to date Seniority List.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

10. PROTECTION OF RIGHTS

The Employer shall not require any Union member to cross a legal picket line.

11. TRANSFER OF TITLE OR INTEREST

The parties agree that the successorship provisions of the Labour Relations Code have application to this establishment.

12. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights of fair representation.

- (b) The Steps of the Grievance Procedure shall be as follows:

STEP I The employee, with or without the Shop Steward, shall take his grievance up with the Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

STEP II Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union or the Employer claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned or on behalf of the Employer.

STEP III The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall, within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

STEP IV The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

13. JOB POSTING AND SENIORITY

- (a) Qualifications, ability and skill will be the determining factors in deciding promotions, lay offs and re-employment. When two or more employees have relatively equal qualifications, ability and skill, the most senior employee will be given preference.

Seniority will be earned only on a departmental basis:

- (i) Pub
- (ii) Beer & Wine Store
- (b) New employees shall serve a departmental probationary period of sixty (60) working days actually worked. During the probationary period, the Employer

shall determine the employee's suitability for employment and may dismiss the employee if in the opinion of the Employer, the employee would not be suitable for permanent employment.

- (c) If an employee is retained at the end of the probationary period, his/her seniority shall be calculated from the date of commencement of employment. The Employer may, at any time during the probationary period, advise the Union in writing, that an employee has been placed on the seniority list and is no longer to be considered as probationary.
 - (i) When a layoff or reduction in hours becomes necessary in a department, probationary employees shall be laid off first. The Employer may lay off employees or reduce hours based on the relative skills of those affected or may confer and mutually agree with the Union upon a plan for equitable distribution of the available work.
 - (ii) Lay offs will be on a departmental basis.
- (d) Seniority of an employee shall be lost if he:
 - (i) Voluntarily leaves the employ of the Employer except where written leave of absence is granted by the Employer and a copy sent to the Union.
 - (2) Employee(s) who restrict their hours of work shall remain as casual employees. Should such employee(s) make themselves available for full-time hours of work they will accrue seniority from the date they advise the Company in writing.
 - (iii) Is discharged for cause.
 - (iv) Is part time status and has been on temporary layoff for a period exceeding three (3) months.
 - (v) Has full time status and has been on temporary lay off for a period exceeding six (6) months.
 - (vi) He is absent from work without having contacted the Employer and without reasonable excuse.
 - (vii) He fails to return to work within seventy-two (72) hours after recall after a lay off.
 - (viii) He is promoted to a Management position.
- (e) If the Employer is unable to contact an employee being recalled, the Employer will make notification by

Registered Mail. An employee failing to respond to said notification will be treated in accordance with Article 13 (d) (iv).

- (i) All permanent full time job openings must be posted in the department affected for a period of five (5) calendar days. Preference is to be given to employees in that department with the most relative ability and skill. Where two or more employees are relatively equal, then the senior employee will be given preference.
- (ii) Nothing in this Agreement precludes the hiring of casual employees when necessary.
- (f) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- (g) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

14. TECHNOLOGICAL CHANGE AND RETRAINING

The provisions of the Labour Relations Code will apply with regard to technological change.

15. SEVERANCE PAY

- (a) Full time employees with one (1) year or more of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business, shall receive termination notice or pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination up to a maximum of eight (8) weeks' notice or eight (8) weeks' pay.
- (b) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months for full time employees and three (3) months for part time employees.

16. PAY DAY AND PAY STATEMENTS, ETC.

Pay days are on a semi-monthly basis with a five (5) day holdback. Should the Employer change the pay method, the Union will be contacted two (2) weeks prior to such change.

17. ANNUAL VACATIONS

(a) Employees shall be entitled to vacations with pay as follows:

1. Each employee who has completed one (1) year of service in the employ of the Company shall be entitled to two (2) weeks vacation with pay equal to four percent (4%) of his gross earnings paid to that employee during the previous year.
2. Each employee who has completed five (5) years of service in the employ of the Company shall be entitled to three (3) weeks vacation with pay equal to six percent (6%) of his gross earnings paid to that employee during the previous year.
3. Each employee who has completed ten (10) years of service in the employ of the Company shall be entitled to four (4) weeks vacation with pay equal to eight percent (8%) of his gross earnings paid to that employee during the previous year.
4. Employees shall take their annual vacation within the year they are entitled to said vacation.
5. On the last working day prior to their annual vacation the employee shall be paid his annual vacation pay at the appropriate percentage.

(b) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.

18. GENERAL HOLIDAYS

(a) All eligible employees shall receive nine (9) Holidays with pay. The Holidays shall be:

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

and any additional General Holiday proclaimed by the Provincial or Federal Government.

- (b) Holiday pay would be the amount the employee would have earned had they worked their regular part time or full time shift on that day.
- (c) Holidays will be observed on the day on which they occur unless another day is substituted by mutual agreement by the parties.
- (d) An employee, to qualify for holiday pay, must comply with the following conditions:
 - (i) An employee must have been on the payroll thirty (30) calendar days immediately preceding the holiday.
 - (ii) An employee must have worked his last regularly scheduled work day before, and his first regularly scheduled work day after the holiday and have worked any fifteen (15) of the thirty (30) calendar days immediately preceding the holidays.
 - (iii) If an employee alleges that he is unable to fall within the qualifications set out in (ii) above due to illness, he will be excused from the qualifying days. The Employer shall have the right to request a medical certificate.
 - (iv) An employee on Workers' Compensation Board benefit or Maternity Leave will not qualify for General Holiday pay.
 - (v) If an employee works on a General Holiday, he/she will be paid time and one-half (1 ½) together with his/her General Holiday pay.

19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge.

If an employee quits the Employer may withhold payment for five (5) calendar days.

- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminated.

20. DAYS AND HOURS OF WORK AND OVERTIME

- (a) The starting and stopping time, as well as the meal period, shall be established by the Employer, it being

understood that the meal period shall be thirty (30) minutes.

Normal work week shall be five (5) days with two (2) days off or other mutually agreed upon schedule.

- (b) Eight (8) hours within eight and one-half (8 1/2) consecutive hours shall be considered a day's work. Forty (40) hours shall be considered a work week. It is understood that this is not a guarantee of eight (8) hours per day or forty (40) hours per week.
- (c) Time worked in excess of eight (8) hours in any one day, or forty (40) hours in any one week, shall be considered overtime.
- (d) For the first two three (3) hours of overtime worked in any one day, an employee shall be paid one and one-half (1 1/2) times his regular hourly rate. Overtime hours which exceed three (3) hours in any day, shall be paid for at the rate of double time.
- (e) A Beer and Wine Store employee reporting for work on the call of the Employer shall be paid the employee's regular rate of pay for the entire period spent at the place of work in response to the call, with a minimum in any one day of:

Two (2) hours' pay at the employee's regular rate, except where the employee's condition is such that he is not competent to perform his duties.

- (f) Any employee called out from home after his regular shift shall receive a minimum of two (2) hours' work at time and one-half (1 1/2).

If the employee commences work, four (4) hours' pay at the employee's regular rate, except where his work is suspended because of reasons completely beyond the control of the Employer.

- (g) Hours may be reduced in response to seasonal demand. Where hours are reduced, five (5) days' notice will be given to those affected. Reductions will be based on the relative skill and ability of those affected and seniority.
- (h) Split shifts by mutual agreement only.

- (1) Employees called in for instructional meetings etc, outside of their regular hours of work shall be paid for their attendance at a minimum of one (1) hours pay at their regular rate of pay.

21. LUNCH AND REST PERIODS

- (1) A fifteen (15) minute coffee break will be supplied once in each half of a shift. A thirty (30) minute lunch break without pay will be supplied no later than five (5) hours after the beginning of the shift. Certain jobs may necessitate breaks at the work station for which the employees will be paid for all hours worked at the appropriate rates.

Bartenders and employees lunch periods shall be considered as time worked and shall be paid for at the regular rate of pay.

Rest periods for Bartenders shall be fifteen (15) minutes and shall be established at the start of the shift or be paid at the regular rate of pay.

- (2) Bartenders and Beer and Wine employees shall be paid for time to cash in or cash out and/or for preparing inventory reports at their regular rate of pay in addition to their regular shift.

22. COMPENSATION COVERAGE

When an employee goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay provided he is capable of performing the available work.

23. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been

restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

24. INSPECTION PRIVILEGES

An authorized Agent of the Union shall have access to all areas of the Employer's establishment during working hours upon notification to Employer.

25. SANITARY FACILITIES, ETC.

The parties agree to co-operate in maintaining facilities in compliance with Workers' Compensation Board Regulations.

26. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits.
- (b) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so shall be granted.
- (c) If the Employer requests any employee to take a Training Course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). The employee shall also be paid at his hourly rate of pay at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

27. BONDING

The cost of such bonding shall be paid for by the Employer.

28. MANAGEMENT RIGHTS

- (a) The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just cause, or layoff employees, to assign to jobs, and to

increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, and to make rules and regulations agreed to by the Union. The Company shall establish written work rules for employees which shall be distributed and posted.

- (b) Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.
- (c) Employees shall observe the Employer's rules provided those rules are not in contravention of this Agreement.
- (d) Employees agree to enhance the reputation and confidence the public has in the establishment.
- (e) Should an employee be absent beyond the first day of absence, they shall notify the Company at least eight (8) hours prior to the start of their next scheduled shift.
- (f) If an employee takes a medical examination as directed by the Employer he shall be paid for the time involved at his regular rate of pay.

29. HEALTH AND WELFARE PLAN

The Company shall provide a Health and Welfare Plan for full time employees working thirty (30) hours per week minimum as outlined below.

Health and Welfare package as follows:

Full time employee will be entitled to:

B.C. Medical - effective May 1, 1993

Dental Plan "A" - 80% - effective July 1, 1993

Dental Plan "B" - 50% - effective July 1, 1994

Extended Health Benefits including eyeglass option - \$100.00 every two years, employee and dependents.

Benefit Plan 100% Employer paid.

30. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

31. TRANSPORTATION

Employees who use their cars on Employer business shall be reasonably reimbursed.

32. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.

33. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

34. GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

35. LOSS OF BENEFITS

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule shall suffer a reduction of wages because of the adoption of this Agreement.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Vancouver, British Columbia, this _____ day of _____, 2004.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

RATES PER HOUR

CLASSIFICATIONS	EFFECTIVE MAY 1, 2003	EFFECTIVE MAY 1, 2004	EFFECTIVE MAY 1, 2005
Pub Employees			
Bartender/Mixologist	\$12.63	\$12.82	\$12.94
Waitress, Waiter	\$10.32	\$10.48	\$10.58
Beer and Wine Store			
Supervisor	\$13.20	\$13.40	\$13.53
Cashier/Clerk	\$10.32	\$10.48	\$10.58

Probationary Employees 75% of the classified rate or the minimum wage, whichever is the greater.