

**20 VIC MANAGEMENT INC.**  
**(LOUGHEED MALL/MAINTENANCE AGREEMENT)**

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**PURPOSE**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its Employees, to provide an amicable method of settling differences and misunderstandings which might arise, to further to the fullest extent possible the safety and welfare of the Employees, economy of operation, quality of work done, and protection of property and to elevate the Industry to the highest possible degree.

**ARTICLE 1:00 BARGAINING AGENT'S RECOGNITION**

**1:01**

The Employer shall recognize the Union as the sole bargaining agent for all its Employees within the bargaining unit in respect to wages, terms and conditions of employment.

**1:02**

Whenever the singular or masculine is used in this Agreement, it shall be as if the plural or feminine has been used where the context of the parties so requires.

**ARTICLE 2:00 EMPLOYER'S RIGHTS**

**2:01**

The Union recognizes the Employer's right to hire, fire, promote, demote, transfer or lay off any Employee, but any such action on the part of the Employer may be taken up under the Grievance Procedure, except the hiring of new Employees.

**2:02**

The Union further recognizes the right of the Employer to operate and manage its operations in all respects providing it is not in violation of this Agreement, or the statutes of the province of British Columbia, such rights are solely and exclusively the responsibility of the Employer. The Employer has the right to make and alter, from time to time, reasonable rules and regulations to be observed by the Employees provided that any such rules or changes to such rules shall not conflict with the provisions of this agreement or the statutes of the province of British Columbia.

**ARTICLE 3:00 UNION SECURITY**

**3:01**

An Employee who works less than four (4) calendar days per month shall pay the Minimum Dues as prescribed by the Union.

**3:02**

Any Employee working four (4) days or more in any one (1) calendar month, shall pay to the Union an amount equal to the Dues charged by the Union to its Members. New Employees shall be required to sign an Assignment Of Wages to the Union, covering the aforementioned Fees. The Employer shall secure the foregoing authorization from new Employees when hiring them. Such forms shall be provided by the Union.

**3:03**

The Employer shall honour a written assignment to the Union of part of any Employee's wages as Union Fees, Dues and Assessments and shall make such deductions on the first (1st) pay day of the month and remit same to the Union before the twenty-sixth (26th) day of the month in which same were deducted, together with an itemized list showing the name of each Employee from whose wages such deduction was made, and the amount of the deduction.

**3:04**    **T-4 Slips**

The Employer shall show all Union Dues and/or Assessments on the Employee's T-4 Slips.

**3:05**

There shall be no discrimination against any Employee for being an Officer, Shop-Steward or Committee Man of the Union.

**3:06**

Shop-Stewards shall be recognized by the Employer, and the Union shall notify the Employer as to the Shop-Steward's name.

**307**

On commencement of employment or as soon as possible thereafter, the Employee's immediate supervisor, or designate, shall introduce the new Employee(s) to the Shop Steward(s). At this time the new Employee(s) and the Shop Steward(s) will be given one hour of paid time, as necessary, to discuss all issues regarding the Employee's employment and the terms of the Collective Agreement.

**308**

Any Employee requested to meet with the Employer with respect to discipline or Employee work performance shall be informed of the nature of the discussion, and if the Employee so wishes, such Employee may have a Union representative (Shop Steward, Business Agent, or International Representative) present at the meeting.

**3:09**

No Employee shall be asked, and no Employee shall offer to make a written or verbal agreement and/or Contract with the Employer, inconsistent with or at variance with this Agreement.

**3:10**

All negotiations shall be conducted during the Employer's usual business hours.

**3:11**

No Member of the Union shall be required to work with any person who is not a Member of the Union, except on a temporary basis and/or in emergency situations. These temporary and/or emergency situations shall be of a term certain duration as established by the Employer acting reasonably.

**3:12**

Students hired to work on a temporary basis only or to replace Members of this bargaining unit when they are taking Annual Vacations, shall be required to join the Union and must pay Union Dues and shall be covered by this Agreement providing that, if they remain Employees after the temporary period, they shall immediately become Employees under this Agreement, at the Probationary Rate, and their service for the purpose of determining their probationary period and calculating seniority, shall commence as of that date.

**3:13**

All work coming under the jurisdiction of the Union performed by anyone, on behalf of, or at the insistence of the Employer, directly or indirectly under Contract or Sub-Contract, shall be performed by Employees who are Members of the Union in accordance with this Agreement.

**3:14**

All letters of discipline shall be removed from an Employee's personal file after two (2) years of occurrence.

If the Employer feels that a letter of discipline should remain in an Employees personnel file, they shall make this request in writing to the Union with the letter of discipline given to the Employee. The Employer and the Union shall meet to discuss the merits of this request. If a letter is to remain in an Employees personnel file longer than two (2) years it must be by mutual agreement between the Employer and the Union.

An Employee shall be entitled, upon three (3) business days notice to the Employer, to review the Employees personnel file, in the office in which the file is normally kept.

The Business Agent's access to an Employee's personnel file is subject to the same restriction as applies to the Employee – that is upon three (3) business days notice to the Employer.

After review of an Employees personnel file, the Employee or the Business Agent shall meet with the Employer for the purpose of discussing the contents of the Employee's personnel file.

Copies of all letters of discipline shall be sent to the Union office immediately after they have been given to an Employee.

**ARTICLE 4:00 HOURS OF WORK**

**4:01**

The standard working shift for all Employees shall be eight (8) hours worked within eight and one-half (8½) consecutive hours.

A full-time employee is one who is regularly scheduled to work not less than twenty-five (25) hours per week.

**4:02**

The standard working week for all Employees shall consist of five (5) shifts of eight (8) hours each, each week, with two (2) consecutive days off. These days off may be in consecutive weeks.

**4:03**

Time worked beyond the hours shown in 4:01 and 4:02 above shall be paid at the overtime rate except where two (2) Employees have exchanged shifts for their own convenience and with the approval of the Employer, or where the Employee and the Employer agree to a change of shifts for the convenience of the Employee (both of which shall not in themselves be the cause of overtime).

**4:04**

A Schedule shall be posted on the Employer's premises seven (7) days in advance on which shall be stated each Employee's name, starting and quitting time, work days, days off, and which shall not be changed by the Employer, unless a change in the Schedule is necessitated by an emergency.

**4:05**

(A) Employees working a shift in excess of five (5) hours shall have an unpaid meal period of at least one half (½) hour.

(B) Employees shall have a break(s) as outlined:

Those Employees working less than a four (4) hour shift shall have one (1) ten (10) minute break.

Those Employees working greater than four (4) hours and less than six (6) hours shall have one (1) ten (10) minute break in addition to the meal period.

Those Employees working greater than six (6) hours shall have one (1) half hour break and two (2) ten (10) minute breaks.

**4:06**

All Employees shall be allowed ten (10) hours work free (rest period) between each shift except in emergencies where the Employee agrees.

**ARTICLE 5:00 OVERTIME AND PREMIUM RATES**

Overtime shall be paid for at the following rates:

**5:01**

For all hours worked beyond eight (8) in any one (1) day by an Employee, one and one-half (1½) times their regular rate shall be paid for the first three (3) hours and two (2) times their regular rate for all hours thereafter.

**5:02**

For all hours worked by an Employee on the sixth (6th) day of the Employee's work week, one and one-half (1½) times their regular rate for the first four (4) hours and two (2) times their regular rate for all hours thereafter.

**5:03**

For all hours worked by an Employee on the seventh (7th) day of the Employee's work week, two (2) times the regular rate.

**5:04**

The words "sixth (6th) day of the week" as used above shall mean the Employee's first (1st) day off in a week.

**5:05**

The words "seventh (7th) day of the week" as used above shall mean the Employee's second (2nd) day off in

the week.

**5:06**

"WEEK" as used above shall mean the period between midnight of Saturday Night and midnight on the succeeding Saturday Night.

**5:07**

For all hours worked by an Employee on a Statutory Holiday, one and one-half (1½) times the regular rate, in addition to any wages due.

**5:08**

No Employee shall be forced to work overtime. All overtime work shall be mutually agreed to by the Employee beforehand and the Employer shall give advance notice whenever possible.

**5:09**

Employees working the morning, day, afternoon or night shift, to be clearly defined as shifts starting and quitting at the hours listed below:

- (1) Morning Shift is defined as a regular shift that commences between the hours of 5:00 a.m. and 7:30 a.m.
- (B) Day Shift is defined as a regular shift that commences between the hours of 8:00 a.m. and 11:00 a.m.
- (C) Afternoon Shift is defined as a regular shift that commences between the hours of 12:00 p.m. (noon) and 3:30 p.m.
- (D) Night Shift is defined as a regular shift that commences between the hours of 11:00 p.m. and 4:00 a.m.

**5:10**

Employees working the Night Shift shall receive, in addition to their regular salary, a premium of five (5%) percent of their hourly rate for all Night Shift time worked.

**5:11**

The following provisions shall apply to any Employee who elects to receive banked time as time off:

- That the Employee shall not bank more than (80) eighty regular hours.
- That the Employee shall notify the Employer in writing that they wish to use their bank time. This request shall be given to the Employer at least two weeks prior to the request being taken. Shorter notice may be given in case of emergency or family responsibility.
- The Employer shall provide a written response to this request.

- That the scheduling of these requests shall be done with the Employer's approval based on operational requirements.

**ARTICLE 6:00 CLASSIFICATIONS**

**6:01 MAINTENANCE**

Is an Employee whose duties include the duties necessary to maintain the Employer's premises, including but not limited to duties as would fall under the classification of Maintenance, such as the operation and maintenance of floor sweepers, scrubbers, parking lot sweepers, tractors, company vehicles (truck) and any such equipment and tools necessary in the performance of their duties.

These duties include all duties of a Mall Attendant as defined under Mall Attendant.

All Employees, as of November 23, 1993 who do not possess a valid driver's licence will not be required to do so as a condition of employment for this classification.

**6:02 MALL ATTENDANT**

Is an Employee whose duties include maintaining the cleanliness of the Employer's premises, including but not limited to duties that would fall under the classification of Mall Attendant such as sweeping, mopping, cleaning up paper and spills, disposal of garbage, cleaning windows, vacuuming and cleaning washrooms, including using power washer in washrooms.

**6:03 FOOD COURT ATTENDANT**

Is an Employee whose duties include maintaining the cleanliness of the Employer's premises in or around the Food Court, including but not limited duties that would fall under the classification of Food Court Attendant such as washing and cleaning tables and chairs, cleaning, distributing/collecting trays, cleaning spills and mopping, maintaining cleanliness of washrooms, collecting and disposing of garbage.

**6:04 CHARGE HAND/LEAD HAND**

Is an Employee designated by Management to give direction to three (3) or more Employees.

**ARTICLE 7:00 WAGE RATES**

**7:01**

(A) The following Wage Rates shall be paid to the Classifications named below:

<b><u>CLASSIFICATION</u></b>	<b><u>JUNE 1st, 1999</u></b>	<b><u>JUNE 1st, 2000</u></b>	<b><u>JUNE 1st, 2001</u></b>
<b><u>MAINTENANCE</u></b>			
Probationary	15.03	15.35	15.68
Seniority	16.03	16.35	16.68
<b><u>MALL ATTENDANT</u></b>			
Probationary	11.20	11.44	11.69
Seniority	12.20	12.44	12.69
<b><u>FOOD COURT ATTENDANTS</u></b>			

Full-Time Food Attendant	9.10	9.28	9.47
Part-Time Food Attendant	9.10	9.28	9.47

**7:01 (A) (Cont')**

**CHARGE HAND/LEAD HAND**

Shall be paid seventy-five (75¢) cents per hour above the highest rate supervised.

- (B) The Union is prepared to discuss during the terms of this Collective Agreement the Employer's proposal of an Educational Incentive Program.

**7:02**

- (A) The probationary rate for all Employees shall apply for ninety (90) calendar days. Probationary Employees shall be paid one dollar (\$1.00) per hour less than the seniority rate paid for their classification. This provision does not apply to the Food Court Attendant classification.

- (B) These time limits may be extended by mutual agreement between the Employer and the Union.

**7:03**

In the event of the Employer hiring Employees for whom a wage rate is not contained in this Agreement, the Classification for the new Employees, together with a wage rate, shall be added to Articles 6:00 and 7:00 by an Amendment. If the parties are unable to agree on a wage rate, the matter of a wage rate may be taken up under Article 16:00.

**7:04**

Employees required to report for work shall be paid four (4) hours wages, if work is not available.

**7:05**

An Employee performing work that calls for a higher wage rate for four (4) hours or less in any one (1) day, shall be paid the higher rate for four (4) hours. An Employee performing work that calls for a higher wage rate in excess of four (4) hours in any one (1) day shall be paid the higher wage rate for such day.

**7:06**

All Employees shall be paid at least twice each calendar month not later than five (5) working days immediately following the pay period.

**7:07**

A detailed statement showing the hours worked and an itemized list of deductions from wages shall be given each Employee on each and every pay day, on the Employer's standard form.

**7:08**

- (A) Any Employee who leaves the employ of the Employer shall receive all wages due in full and be given the Employee's Record of Employment within six (6) days of such termination.

- (B) In the event of the Employer terminating an Employee's employment, the Employee shall receive the

Wages, Holiday Pay and all monies due from the Employer and the Employee's Record of Employment upon termination.

## **ARTICLE 8:00 HOLIDAYS AND ANNUAL VACATION**

### **8:01**

The following General Holidays shall be recognized by the Employer:

NEW YEAR'S DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	REMEMBRANCE DAY
CANADA DAY	CHRISTMAS DAY
B.C. DAY	BOXING DAY

and all other holidays which may be required to be observed under the Statutes of Canada or the Province of British Columbia.

It is agreed that Easter Sunday is a regular shift that will be treated as a "project" work day.

### **8:02**

Employees who have established seniority in accordance with Article 9:00, who have worked the scheduled working day previous to and the scheduled working day following the General or Proclaimed Holiday, unless prevented from working by circumstances beyond their control, shall receive their regular wage for the Holiday and shall have the day off.

### **8:03**

If absenteeism for Medical reasons occurs on the scheduled working day previous to or following a General or Proclaimed Holiday or days off, a Doctor's Statement may be requested.

### **8:04 Vacation Schedules**

- (2) The Employer shall post a vacation schedule on the Employees bulletin board no later than January 15th of each year and the Employee shall post their desired vacation periods on the schedule no later than the end of February. By re-posting the vacation schedule, the Employer shall confirm vacation periods on an individual basis by seniority to be completed and posted no later than March 15th. Failure by an Employee to choose a vacation period during the initial posting shall result in being given the choice of openings existing after March 15th. If an Employee does not choose a vacation period by June 30th, that Employee will be assigned, by the Employer, a vacation period from the times that are available.
- (2) Subject to mutual agreement between the Employer and the Union, vacations may be split up to four times.

Employees wishing to split their vacation shall exercise

seniority rights in their first vacation split. Seniority shall prevail in the choice of the second vacation split but only if there are no requests for a first vacation split for the same time period. Seniority shall prevail in the choice of the third vacation split, but only if there are no requests for a first or second vacation split for the same time period.

Seniority shall also prevail in the choice of the fourth vacation period, but only if there are no requests for a first, second or third vacation split for the same time period.

**8:05**

All Employees shall receive Annual Vacations in accordance with the following:

**8:06**

Employees employed after December first (1st), who have not completed one (1) year's employment on June first (1st) of any year shall receive vacation pay based on four (4%) percent of their total earnings previous to June first (1st) of that year and may take one (1) week's vacation.

**8:07**

Employees employed after June first (1st), and prior to November thirtieth (30th) and who have completed one (1) year's employment on June first (1st) of any year shall receive vacation pay based on four (4%) percent of their total earnings previous to June first (1st) of that year and may take two (2) weeks vacation.

**8:08**

Employees who have completed one (1) year's employment prior to June first (1st) of any year shall take a vacation that year and each year thereafter of two (2) weeks, with pay, based on four (4%) percent of their gross earnings for the past year prior to June first (1st).

**8:09**

Employees who have completed four (4) years employment prior to June first (1st) of that year shall take a vacation that year and each year thereafter of three (3) weeks, with pay, based on six (6%) percent of their gross earnings prior to June first (1st).

**8:10**

Employees who have completed eight (8) years employment prior to June first (1st) of that year shall take a vacation that year and

each year thereafter of four (4) weeks, with pay, based on eight (8%) percent of their gross earnings prior to June first (1st).

**8:11**

Employees who have completed seventeen (17) years employment prior to June first (1st) of that year, shall take five (5) weeks vacation that year and each year thereafter with pay based on ten (10%) percent of their gross earnings for the twelve (12) month period prior to June first (1st) of that year.

**8:12**

With two (2) weeks written notice, the Employee may request payment of vacation pay to be paid on the last shift prior to taking vacation and it shall be paid by separate cheque not combined with regular pay.

**8:13**

Employees leaving the employ of the Employer for any cause whatsoever, shall receive vacation pay in accordance with Articles 8:05 - 8:11.

**8:14**

In the event of an Employee working on the General or Proclaimed Holiday, the Employee shall receive pay as per Article 5:07, or they may take one and one half (1½ ) times their regular hourly rate, plus one of the following:"

- (1) Another day off with pay, or:
- (2) Another day's wage in lieu thereof, or:
- (3) Time bank of regular hours, or:
- (4) In conjunction with annual vacation.

**8:15**

If a General or Proclaimed Holiday falls during an Employee's Annual Vacation, the Employee shall receive an extra day's vacation with pay.

**8:16**

In the event of any of the foregoing General or Proclaimed Holidays, falling on a Sunday, the Monday following shall be recognized as the Holiday.

**ARTICLE 9:00 SENIORITY**

**9:01**

Seniority shall commence from the commencement of employment, after the Employee has been employed for thirty (30) continuous days. Seniority lists shall be posted in the Employee staff room by the Employer twice a year (January/July). These seniority lists shall also be sent to the Union office.

**9:02**

- (i) Seniority shall continue during a leave of absence granted by the Employer for a period of thirty (30) continuous days, and may be extended by mutual agreement by the parties.
- (ii) Seniority shall accrue during maternity leave or during parental leave.

**9:03**

Seniority shall continue when an Employee is off due to illness for a three (3) month period. The Employer may require the Employee to present a Doctor's Certificate as evidence of such illness. This three (3) month period may be extended by mutual agreement by the parties.

**9:04**

Seniority shall continue when an Employee is off work on account of an injury received while on the job.

**9:05**

When an Employee is injured on the job, he shall be compensated for the balance of his shift at the appropriate rate.

**9:06**

- (i) The Employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay offs shall not be used for disciplinary or discharge purposes.
- (ii) Excepting where there is cause, after three (3) months of employment, two (2) weeks written notice of termination or two (2) weeks wages in lieu of notice shall be given to an Employee. Employees who have completed three (3) years of employment shall receive one (1) additional weeks notice, or an additional weeks pay in lieu of notice, and for each subsequent completed year of employment, an additional weeks notice, or additional weeks pay in lieu of notice, up to a maximum of eight (8) weeks.

All Employees shall receive lay off notice or severance as outlined in the Employment Standards Act of British Columbia.

**9:07**

Seniority shall be lost when:

- (A) An Employee opts to accept severance pay as established in the Employment Standards Act of British Columbia, or
- (B) When lay off exceeds three hundred and sixty-five (365) continuous days, or
- (C) When an Employee terminates his or her employment, or
- (D) When an Employee is terminated for cause and is not reinstated pursuant to Article 16:00, or
- (E) When an Employee who is laid off fails to return to work after receiving seven (7) calendar days notice to return to work, without reasonable cause.

**9:08**

An Employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall.

**9:09**

Recall notification for steady employment will be by certified mail. Any Employee failing to report for duty within seven (7) days from the time of such notification being delivered shall be considered to have resigned without notice.

**9:10**

The probationary period shall not alter seniority as described in Article 9:01 and shall not alter any provision described within this Agreement.

**ARTICLE 10:00 SAFETY**

**10:01**

The Employer shall cover all Employees under the provisions of the Workers' Compensation Act.

**10:02**

It is the desire of both parties to this Agreement to maintain the highest standard of safety. No Employee shall be required to, and no Employee shall, perform any work in a hazardous manner. All unsafe working conditions and/or equipment shall be reported to the Employer immediately.

**10:03**

The Employer and the Union agree to establish a joint Occupational Health and Safety Committee. The committee shall govern itself in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the Workers Compensation Act. This committee shall be as between the Employer and the Union, with equal representation, and with each part appointing its own representative.

**ARTICLE 11:00 GENERAL**

**11:01**

The Employer shall supply uniforms for each Employee and shall maintain and launder same.

**11:02**

Employees shall be provided with protective clothing when required to work in inclement weather.

**11:03**

The signing of this Agreement shall be no reason for the Employer to cancel any existing privileges that are not contrary to this Agreement. Working conditions and rest periods presently existing shall be maintained.

**11:04**

Employees are required to handle and maintain any and all Employer equipment, which is provided to them for their use in the performance of their function as a Maintenance / Mall Attendants with due care and regard and in accordance with the policies and guidelines for the proper handling of such equipment. Any Employee found to be negligent for having disregard for the care and handling, for the Employer's equipment may be subject to discipline up to and including discharge.

**11:05**

A copy of this agreement may be posted by the Union in a conspicuous place for the benefit of the Employees.

**ARTICLE 12:00 JOB POSTINGS**

**12:01**

- (A) Where a job vacancy occurs or a new job is created, notice shall be posted within seven (7) working days at an appropriate location including all Bulletin Boards for a minimum period of ten (10) working days and a copy of the notice shall be sent to the Union Hall. The notice shall set out a job description, qualifications required for the job classification, wage rate, hours of work and days off.
- (B) In filling job vacancies including promotions and new positions, the job shall be awarded within fifteen (15) working days of posting to the senior applicant provided they have skill and ability to perform the

job.

**12:01 (Con't)**

- (C) In the event of a temporary vacancy, a temporary vacancy being of a duration of thirty (30) calendar days or more, the senior, most qualified Employee shall be given the first (1st) opportunity to fill this vacancy. These vacancies will be posted when it becomes apparent to the Employer that there will be a vacancy.
- (D) No Employee shall be transferred to another position outside the bargaining unit without their consent. If an Employee is transferred to another position outside the bargaining unit they shall have the right to return to their former position within sixty (60) days and any other Employee affected by the transfer shall be returned to his former position without loss of wages or seniority.
- (E) Employees transferred outside the bargaining unit within the sixty (60) day period shall maintain Union Dues and Seniority.

**12:02**

The notice shall stipulate the applicable classification and rate of pay.

**12:03**

If no applications are received by the closing date of the posting period, the Employer may make an appointment from other sources.

**12:04**

In the event that one or more Employees apply, the following factors shall be considered:

- (A) seniority,
- (B) skill, knowledge and ability.

Where factors in (B) are relatively equal, factor (A) shall govern.

**12:05**

- (1) An Employee who is assigned to a position through job posting shall be given a trial period of not more than one hundred and sixty (160) straight time hours.
- (2) If by the end of the said period, the Employer does not consider the Employee to be capable of performing satisfactorily, the Employee shall be returned to the last position held without loss of seniority.
- (3) Any other Employee being assigned, as a result of the re-arrangement of positions, shall also be returned to the former position and to the rate of pay that such Employee previously held, without loss of seniority.

**ARTICLE 13:00 DISCHARGE AND TERMINATION OF EMPLOYMENT**

**13:01**

Nothing in this Agreement shall prevent the Employer from terminating the employment of any Employee for just cause.

**13:02**

The Union may request, in writing, and the Employer shall furnish, in writing, to the Union, by return mail, the reason for the termination of employment of any Employee.

**ARTICLE 14:00 HEALTH AND WELFARE**

**14:01**

Effective the date of signing this Collective Agreement all permanent full time Employees who have attained seniority and who work twenty-five (25) hours per week or more shall be covered by the 20 Vic Management Inc, Health and Benefits Summary (Maintenance, Mall Attendant and Food Court Attendant Personnel, Loughheed Mall). These benefits are subject to change and to the applicable Insurance Policies which do not form part of this Collective Agreement.

If 20 Vic Management Inc. changes or modifies its Health and Welfare Plan, or if Loughheed Mall is sold, the minimum standard of the new Health and Welfare Plan would be the Service Employees International Union, Local 244 Health and Welfare Plan.

**14:02**

The Employer shall submit these monies to an authorized Agency acting on behalf of the Health and Welfare Plan each month, as required by the Agency. A Health Care Plan Booklet outlining the benefits available shall be provided to each Plan participant.

**14:03**

Sick Leave with pay shall commence on the first (1st) day of an accident not covered by Workers' Compensation and on the first (1st) day of sickness provided that the Employee may be required to produce a Doctor's Certificate as evidence of such sickness or accident.

If a Doctors note is required by the Employer and the Employee has to pay for this Doctors note, the Employer shall reimburse this cost, except in the case of accidents for which Employer required Doctors notes shall be paid for fifty (50%) percent by the Employee and fifty (50%) percent by the Employer.

**14:04**

Each permanent full-time Employee, who has established seniority shall be entitled to sick leave on the basis of eighteen (18) days non-accumulative year to year. Should new Employees having established seniority, have less than six (6) months to year end as above, they shall have nine (9) days entitlement for that year.

Sick leave for permanent full time Employees is earned on the basis of one and one half (1½) days per month worked up to a maximum of eighteen (18) days per year. The year for calculation of sick leave is based from November 1st to October 31st.

**14:05**

Each part-time Employee who has established seniority shall be entitled to sick leave on the basis of one (1) hour for each fourteen point four (14.4) hours worked, non-accumulative year to year.

**14:06**

Sick Leave accumulated may be claimed for scheduled working days lost because of illness up to a maximum of ten (10) days, at which time an Employee may access the E.I. Disability benefits then the Weekly Indemnity of the Health Care Plan shall go into effect.

**14:07**

Employees who advise the Employer in advance in writing may extend sick leave (with acceptable physicians certificate to support the leave) and may request the Employer to provide a Statement of Earnings.

The Employer may advance permanent full time Employees, who have completed (1) full calendar years employment, sick leave up to a maximum of ten (10) days, within the requirements of Article 14:04, to cover the waiting period for E.I. Disability benefits.

**14:08**

- (i) The foregoing non-accumulative days of sick leave or equivalent hours thereof shall be eligible for a cash bonus payable in December of each year equal to fifty (50%) percent of the unused portion thereof.
- (ii) Any Employee who is away from work for a period of two consecutive months or more due to an illness or injury (not including work related injuries) shall not be eligible for a cash bonus.

**14:09**

The sick leave calculation period and payout date may remain as previously set at this time.

Calculation year: November 1<sup>st</sup> - October 31<sup>st</sup>.

**14:10**

When a Bereavement occurs in the family, the Employee shall be permitted up to three (3) continuous days off with pay for attendance at or to make arrangements for the Funeral at the time of bereavement. "Family" is defined as a blood relative residing in the Employee's household, or a Spouse, Child, Brother, Sister, Parent or Grandparent.

**ARTICLE 15:00 UNION LEAVE**

**15:01**

The Union may request and the Employer shall grant Union Leave without pay to any Employee who has been duly elected to represent the Union, unless this would unduly interfere with the operation of Loughheed Mall. The Union shall attempt to give one (1) week's notice in making such a request.

**ARTICLE 16:00 GRIEVANCE PROCEDURE AND ARBITRATION**

**16:01**

Any grievance or dispute arising out of the interpretation, application or operation of this Agreement shall be promptly discussed and the parties hereto shall diligently co-operate in an effort to adjust such grievance or dispute at the earliest possible time.

**16:02**

Written notice of any grievance or dispute shall be given the other party within fourteen (14) days of occurrence, except in the case of termination of an Employee's employment, where the notice of complaint shall be filed within seven (7) days of occurrence.

**16:03**

The procedure for adjusting all grievances or disputes shall be as follows:

- (A) by a discussion between the Employee(s) concerned and the Supervisor; OR
- (B) by a discussion among the Employee(s), the Shop-Steward (if appointed) and the Supervisor; OR

(C) by a discussion between the Employee(s), the Business Representative of the Union and the Employer.

**16:04**

Grievances or disputes settled satisfactorily shall date to the time of filing same.

**16:05**

If any grievance or dispute between the Employer and the Union, involving the interpretation, application, operation, or any alleged violation of this Agreement is not solved by negotiations between the Employer and the Union within seven (7) working days after negotiations have begun, either party may request, in writing, that it be submitted to Arbitration.

**16:06**

If such request is made, an Arbitration Board consisting of one (1) Representative selected by the Employer and one (1) Representative selected by the Union shall be appointed within five (5) days after written request has been received.

**16:07**

If either party fails to appoint or select its Representative within the time specified herein, the other party may appeal to the Labour Relations Code of British Columbia to make the appointment.

**16:08**

The two (2) Representatives shall meet within forty-eight (48) hours after appointment and shall select a Chairman of the Arbitration Board.

**16:09**

If they are unable to agree upon the selection of a Chairman within twenty-four (24) hours, either of them may then request the Labour Relations Code of British Columbia to appoint a Chairman.

**16:10**

The Arbitration Board shall not have power to change, modify, extend or amend this Agreement, or to award costs or damages against either party, but it shall have the power to order, if it deems proper, that any Employee who has been wrongfully suspended, discharged, or otherwise disciplined shall be reinstated without loss of pay and with any other benefit under this Agreement which the Employee may have lost.

**16:11**

A majority decision of the Board shall constitute the award, and the decision of the Board shall be binding.

**16:12**

Each party shall pay its own Costs and Fees and the expenses of its Representatives and Witnesses. The fees and expenses of the Chairman shall be shared equally by the parties.

**16:13**

In the event of an Arbitration Board being appointed, such Board shall be requested to hand down its decision within ten (10) days, or as soon thereafter as may conveniently be arranged.

**16:14**

A Single Arbitrator may be appointed by mutual agreement between the Union and the Employer.

**ARTICLE 17:00 NO STRIKES OR LOCK-OUTS**

**17:01**

During the term of this Agreement, there shall be no strike, slow down or stoppage of work, either complete or partial, and there shall be no lock-out.

**17:02**

The Employer shall have the right to discharge or otherwise discipline Employees who take part in or instigate any strike, stoppage or slow down, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 16:00.

**17:03**

Should the Union claim that a cessation of work constitutes a lock-out, it may take the matter up with the Employer as provided in Article 16:00.

**17:04**

- (i) The Union shall not involve any Employee or the Employer in any dispute which may arise between any other Employer or the Employees of such other Employer located on or within Loughheed Mall. No Union Member shall be required to cross a legal

picket line against the Employer.

- (ii) The Employer, the Union and its members acknowledge their collective responsibility to the shoppers, guests, and invitees of the shopping centre and its tenants. In the event of a dispute between any other Employer and its Employees, 20 Vic Management Inc. undertakes not to require a Union member to cross a legal picket line where there is concern that such an action would represent potential physical harm to the Employee.

The Employer further undertakes to recognize that any requirement to cross a legal picket line creates a potential perspective that the Employee may be adopting a position contrary to the disputing Employees.

**ARTICLE 18:00 TECHNOLOGICAL CHANGE**

**18:01**

Any question regarding technological change within the scope of this Agreement shall be resolved by the procedures as outlined in the Labour Relations Code of British Columbia - Sections 53 and 54.

**ARTICLE 19:00 LIFE AND RENEWAL OF AGREEMENT**

**19:01**

This Agreement shall become effective as of the first (1st) day of June, 1999 and shall remain in full force and effect until midnight of the thirty-first (31st) day of May, 2002 and shall renew itself without change on the first (1st) day of June, 2002 and on each succeeding first (1st) day of June thereafter unless written notice to commence negotiations for a Collective Agreement is served by either party to the other party within the four (4) month period immediately preceding the thirty-first (31st) day of May, 2002 or the four (4) month period immediately preceding the thirty-first (31st) day of May in any year thereafter.

**19:02**

The parties hereto agree to exclude the operation of Sub-Section (2)(3) of Section 50 of the Labour Relations Code of British Columbia.

**19:03 RETROACTIVE PAY**

It is agreed and understood that all monetary items are retroactive and that all retroactive pay shall be paid in full within thirty (30) days from the date of signing. This shall apply to all present Employees.

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_ .

FOR THE EMPLOYER

20 VIC MANAGEMENT INC.  
(Lougheed Mall/Maintenance)

FAY HICKEY  
CENTRE MANGER

RANDY SCHARFE  
MANAGING DIRECTOR

RICK ARMOUR  
VICE PRESIDENT, WESTERN CANADA

FOR THE UNION

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 244

\_\_\_\_\_  
CATHY BUCKLEY

\_\_\_\_\_  
TIM THROWER

\_\_\_\_\_  
ROGER F. FITZPATRICK  
BUSINESS AGENT

20 VIC MANAGEMENT INC.  
LOUGHEED MALL / MAINTENANCE AGREEMENT

9855 Austin Ave. #106  
Burnaby, B. C. V3J 1N4

TELEPHONE: (604) 421-3434

1999 - 2002

