

**20 VIC MANAGEMENT INC.
(LOUGHEED MALL/SECURITY)**

**#106-9855 Austin Avenue
Burnaby, B. C. V3J 1N4**

TELEPHONE: (604) 421-3434

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 "Security Personnel" 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 to be provided by the Union.

3:03

The Employer shall honour a written assignment to the Union of part of any Employees' wages as Union Dues, Fees and Assessments and shall make such remittance no later than fifteen (15) days following the end of the month in which income was last earned by said Employees. With this remittance shall be an itemized list showing the name of each Employee from whose wages such deductions were made, and the amount of the deductions.

3:04 T-4 SLIPS

The Employer shall show all Union Dues, Initiation Fees, Pension contributions, and/or other 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.

3:07

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.

3:08

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 established by the Employer acting reasonably and shall be by mutual agreement between the Employer and the Union.

3:12

Students or persons 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. If they remain Employees after the temporary period, or following the return of the replaced Employee, they shall immediately become Employees under this Agreement after completion of the probationary period.

3:13

Except as provided for in Article 3:11, 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

An Employee(s) shall be entitled, upon three (3) business days notice to the Employer, to review the Employee's 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 restrictions as applies to the Employee – that is upon three (3) business days notice to the Employer.

After review of an Employee's personnel file, the Employee(s) 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.

3:15

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

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

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) A schedule shall be posted, one (1) week in advance, on a bulletin board and state each Employees name, starting and quitting time, work days and days off, and which shall not be changed by the Employer without thirty-six (36) hours previous notice, given directly to, and acknowledged by the Employee affected; unless a change in the schedule is necessitated by an emergency.
- (B) An Employee who reports to work as scheduled or instructed shall be paid four (4) hours wages at his regular hourly rate, if there is no work available.

4:05

- (A) Employees shall have break(s) as outlined:
 - i Employees working a shift in excess of five (5) hours shall have an unpaid meal period of at least a half ($\frac{1}{2}$) hour.
 - ii Those Employees working less than four (4) hour shifts shall have one (1) fifteen (15) minute break.
 - iii Those Employees working greater than four (4) hours and less than six (6) hours, shall have one (1) half ($\frac{1}{2}$) hour break and one (1) fifteen (15) minute break.
 - iv Those Employees working greater than six (6) hours and less than eight (8) hours, shall have one (1) half ($\frac{1}{2}$) hour break and two (2) fifteen (15) minute breaks.
- (B) Each Graveyard Shift Employee shall have a paid lunch period of at least one-half ($\frac{1}{2}$) hour.

4:06

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

4:07

An Employee who is required to work during the normal lunch period is to be given a lunch period between the third (3rd) and fifth (5th) hours of that shift.

4:08

An Employee who is directly asked by the Employer or Lead hand to leave a lunch period, at which point the Employees meal is interrupted, then that Employee shall be reimbursed seven (\$7.00) dollars to compensate for the meal. The Employees lunch break will start over once advised to do so.

ARTICLE 5:00 OVERTIME AND PREMIUM RATES

Overtime shall be paid for at the following rates:

5:01

- (1) 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

- (1) 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 eight (8) hours and two (2) times their regular rate for all hours thereafter.
- (2) For all hours worked by an Employee on the seventh (7th) day of the Employee's work week, two (2) times their regular rate.

5:03

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

5:04

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

5:05

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

5:06

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.

5:07

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.

5:08

Employees working a shift, the majority of which shift occurs between 12:00 A.M. and 8:00 A.M. shall receive a premium of fifty (50¢) cents per hour.

5:09

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 SECURITY PERSONNEL

- (A) Is an Employee whose duties are the duties necessary to keep the Employer's property secure, safe and free from damage and to maintain a secure and comfortable environment in the Loughheed Mall for tenants and customers, but not restricting the generality of the foregoing, their duties shall include those duties as set forth in the Employer's Operator Manual for Security Personnel.
- (B) Should a security personnel be required to operate a scrubber or sweeper for a period of over one (1) hour, and the security personnel accepts this work, the maintenance rate shall apply.

6:02 CHARGE HAND

- (A) Is an Employee designated from time to time by Management to give direction to Employees.
- (B) Management shall designate (name) a Charge Hand during the day shift on Saturday, Sunday and Statutory Holidays when the Security Manager is not working those same shifts, and only in those incidents where two (2) or more security personnel are working.

6:03 FULL-TIME SECURITY PERSONNEL

A full-time Security Personnel shall be an Employee who works five (5) regular eight (8) hour shifts each week with two (2) consecutive days off.

6:04 PART-TIME SECURITY PERSONNEL

Part-time security shall be an Employee who works twenty-four (24) hours or less per week, except in emergencies, which are mutually agreed to between the Employer and the Union. Employees may be considered for full time designation should they consistently be scheduled and work full time hours, more than twenty-five (25) hours per week for a period of twenty-six (26) consecutive weeks or more.

ARTICLE 7:00 WAGE RATES**7:01 CLASSIFICATION**

<u>CLASSIFICATION</u>	<u>July 1st, 1999</u>	<u>July 1st, 2000</u>	<u>July 1st, 2001</u>
SECURITY	14.62	14.91	15.21

CHARGE HAND
(In addition to regular rate) .50 cents per hour

7:02

- (A) The Probationary Wage Rate shall be One (\$1.00) Dollar per hour less than the Security Wage Rate.
- (B) The Probationary Rate for Employees shall apply for ninety (90) calendar days.
- (C) The Probationary Rate for part-time Employees shall apply for four hundred and eighty (480) working hours.
- (4) The Probationary Period shall not alter seniority as described in Article 9:01 and shall not alter any provision described within this Agreement.

7:03

- (A) Employees required to report for work shall be paid two (2) hours wages, if work is not available.
- (B) Employees commencing work shall be paid four (4) hours wages.

7:04

All Employees shall be paid at least twice each calendar month not later than five (5) working days immediately following the pay period. Pay day shall be identified as every second Thursday.

7:05

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 Employers standard form.

7:06

When the regular pay day falls on a Sunday, General or Proclaimed Holiday or the Employees regular day off, pay day shall be the preceding day.

7:07

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.

7:08

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 | THANKSGIVING DAY |
| GOOD FRIDAY | REMEMBRANCE DAY |
| VICTORIA DAY | CHRISTMAS DAY |
| CANADA DAY | BOXING DAY |
| B.C. DAY | LABOUR DAY |

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

8:02

If a regular full-time or part-time Employee has indicated to the Employer their desire to do vacation relief, then this intent must be communicated in writing, no later than twenty-one (21) days prior to the first day of vacation relief period. In the event that more than one Employee submits such a request and all Employees are qualified to do such vacation relief, then the Employer shall allow the most senior Employee to do the vacation relief requested.

8:03

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.

8:04

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

8:05

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

- (A) (i) 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) weeks vacation
- (ii) 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 take two (2) weeks vacation.
- (B) Employees who have completed one (1) year's employment, prior to June first (1st) of any year shall take vacation that year and each year thereafter of two (2) weeks pay based on four (4%) percent of their total earnings previous to June first (1st) of that year and take two weeks vacation.

8:05 (Cont')

- (C) Employees who have completed three (3) year's employment prior to June first (1st) of that year, shall receive 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).
- (D) Employees who have completed eight (8) year's employment prior to June first (1st) of that year, shall receive 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).
- (E) Employees who have completed seventeen (17) years employment

prior to June 1st of that year, shall receive 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 1st of that year.

- (F) Employees who have completed twenty-five (25) year's employment prior to June first (1st) of that year, shall receive vacation that year and each year thereafter of six (6) weeks with pay based on twelve (12%) percent of their gross earnings prior to June first (1st).

8:06

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.

8:07

Subject to mutual agreement, vacations may be split. The Employer shall not unreasonably withhold approval.

8:08

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

8:09

In the event of an Employee working on the General or Proclaimed Holiday, the Employee shall receive pay as per Article 5:06, or they may take one and one half (1½) times their regular hourly rate, plus one of the following:

- (6) 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.

8:10

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

8:11

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.

8:12

Employees must take the vacation time that they are entitled to in the twelve (12) month period following June first (1st). An Employee shall not both work and receive their vacation pay entitlement.

8:13

- (1) The Employer shall post a vacation schedule on the Employees Bulletin Board no later than January thirtieth (30th) of each year and Employees shall post their desired vacation periods on the schedule no later than March thirty-first (31st). The Employer shall confirm vacation periods on an individual basis by seniority to be posted no later than April fifteenth (15th).
- (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.

8:14

All Employees must advise the Employer in writing a minimum of two (2) weeks in advance if they do not intend to work a specific General or Proclaimed Holiday so that the Employer is able to provide a work schedule in advance.

ARTICLE 9:00 SENIORITY

9:01

- (A) (i) Seniority shall commence from the date of hire, upon successful completion of the probationary period. Seniority shall be defined as hours worked. (This shall include all hours including regular vacations, regular annual sick leave earned, (including weekly indemnity and Unemployment Insurance sick benefits up to three (3) months. This three (3) month period may be extended by mutual agreement of the parties.), W.C.B., work related injuries, duty time and Union Leave.)
 - (ii) Seniority hours shall not include sick leave beyond annual allocation and Leave of Absences greater than thirty (30) days unless mutually extended by the Employer and the Employee. Seniority hours shall not include overtime hours.
- (B) Seniority shall be the deciding factor in all matters of the

Collective Agreement when skill and ability are equal. This shall apply to matters such as job postings, lay-offs, and rehire, assigning of overtime and scheduling vacations.

9:02

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.

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 Doctors 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

Seniority shall continue to accumulate during a maternity or paternal leave of absence.

9:06

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

9:07

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 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.

9:08

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.

9:09

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.

9:10

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 shall be considered to have resigned without notice.

9:11

All Employees shall retain overall company seniority for purposes of annual vacations. Employees shall maintain bargaining unit seniority for purposes of job postings, lay-off and rehire.

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 shall establish a one (1) hour maximum hourly call-in procedure for all Security Personnel working alone.

10:04

The Union recognizes the right of the Employer to operate and manage its operations in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of Employees needed by the Employer at any time, the right to decide what work is to be done and how it is to be done, the right to use modern methods, machinery and equipment and jurisdiction over all operation, building and equipment at the Loughheed Mall 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 provided that they do not conflict with the provisions of this Agreement. The Employer will discuss with the Union and Shop-Stewards the changes before they are implemented in accordance with foregoing. The Employer shall draw up a Security Operations Manual showing the duties to be performed, the manner of their performance and the general Rules and Regulations relating to the Security Personnel in the carrying out of their duties.

10:05

The Employer and the Union agree to establish a Joint Occupational Health & 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. The Committee shall be as between the Employer and the Union, with equal representation, and with each party appointing its own representative.

ARTICLE 11:00 GENERAL**11:01**

- (A) The Employer shall supply uniforms for each Employee and shall maintain and launder same.
- (B) The Employer shall provide a shoe allowance up to a maximum of fifty (50%) percent of the purchase price to a maximum of seventy-five (\$75.00) dollars per year per Employee who has

completed two thousand and eighty (2080) hours earned. Part-time Employees shall qualify once they have completed two thousand and eighty (2080) hours. Their annual replacement date shall be every two thousand and eighty (2080) hours earned until they become Full-time Employees.

The shoes must be of a quality and style approved by the Employer to be appropriate for Security Officers. The Employer will reimburse the Employee within five (5) working days of receipt of invoice copies/proof of purchase. Once initial pair purchased then that date will establish the annual replacement date where applicable.

11:02

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

11:03

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

11:04

Students or persons 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. If they remain Employees after the temporary period, or following the return of the replaced Employee, they shall immediately become Employees under this Agreement after completion of the probationary period.

11:05

Persons hired on a temporary basis shall include persons performing these duties of a Temporary Seasonal nature.

11:06

Supervision and/or Management Personnel or persons whose regular jobs are not in the bargaining unit, shall not do work at which rates are established by this Collective Agreement except where for practical purposes the duties and responsibilities of those persons does involve some work at which rates are established by this Collective Agreement and except for the purposes of instruction or in emergencies and/or where Employees are not available and all possible avenues have been exhausted.

11:07

As of the signing date of this first (1st) Collective Agreement, May

16th, 1989, all personnel information files with a disciplinary action and awards of accommodation or merit shall be disregarded.

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

11:07 (Cont')

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

After review of an Employee(s) personnel file, the Employee(s) 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.

11:08

All letter of discipline shall be removed from an Employee(s) personnel file after two (2) years of occurrence.

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

11:09

It shall not be a violation of this Agreement for an Employee to post the Service Employees International Union, Local 244's label in the Security lunchroom and/or on the bulletin board. It shall also not be a violation of this Agreement for an Employee to wear the Service Employees International Union, Local 244's duly recognized pin on the Employee's lapel or their person.

11:10

In the event of a labour dispute and/or shut down of any nature. The parties, if at the request of the Employer, hereby agree to provide essential services for the purposes of Security Personnel only. The parties shall sit down immediately and establish a skeleton crew in order to meet the terms of this clause.

11:11

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 Security Officer 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.

11:12

The Employer agrees to allow to be posted, a copy of the Collective Agreement on the Notice Board, in a conspicuous place for the Employees benefit.

ARTICLE 12:00 JOB POSTINGS**12:01**

Whenever a vacancy occurs, the Employer shall post a notice of the same on its bulletin board within Loughheed Mall for a period of seven (7) calendar days during which time Employees may apply for the job. This notice shall set out a job description, classification, shift selection and days off.

12:02

Copies of all job postings shall be sent to the Union office within one (1) week of the postings being posted.

12:03

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

12:04

If no applications are received by the closing date of the posting period, the Employer may make an appointment from other sources. The Employees within the Mall Maintenance Attendants and Food Court Division shall have consideration by seniority before the Employer makes a selection from public sources, however any such selection shall be at the sole discretion of the Employer.

12:05

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

- (A) seniority
- (B) skill and ability. Where the factors in (B) are relatively equal, factor (A) shall govern.

12:06

- (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) In the event that the Employer has concerns about the posting or placing of an Employee in a position or maintaining a current Employee in a job posting, the Employer shall call the Union hall. Both parties shall immediately sit down in a reasonable manner and discuss the Employer's concerns. The onus of proof rests with the Employer. In the event the Employer's concerns are substantiated, then the Employee shall not be declared the successful applicant under Article 12:01 or in the event of a current Employee in a job posting transferred to another mutually agreed upon job posting.

(4) Any other Employee being assigned, as a result of the rearrangement 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.

12:07

Days off cannot be changed nor switched with other personnel without prior approval from the Security Manager.

12:08

All Security Personnel shall be given first (1st) consideration of job posting within the job posting selection process for the Shopping Mall and Food Court Collective Agreement processes, however any such selection shall be at the sole discretion of the Employer.

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 (Security Personnel, Lougheed 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 Lougheed 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 proved 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 January 1st to December 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 Employment Insurance 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 one (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 Employment Insurance Disability Benefits.

ARTICLE 15:00 LEAVE OF ABSENCE

15:01 UNION LEAVE

The Union shall 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 Lougheed Mall. The Union shall attempt to give one (1) weeks notice in making such a request.

15:02 PUBLIC DUTY LEAVE

The Company shall grant, on written request, Leave of Absence without pay:

For Employees who seek election in a Municipal Provincial or Federal Election for a maximum period of ninety (90) days.

15:03 EMERGENCY HOUSEHOLD LEAVE

Employees who experience a "personal emergency situation" may request that the Employer grant them up to two (2) earned sick days of the maximum of eighteen (18) sick days per year. Personal emergency situations are deemed to be health care of a direct family member and a household crisis; acts of God such as fire, flood, etc. and shall be approved solely by the Employer acting reasonably.

15:04 BEREAVEMENT LEAVE

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. Two (2) additional days with pay shall be granted if travel out of the area is required, at the Employer's discretion.

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 with the other party.

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 Board (B.C.) 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 Board (B.C.) 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 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, 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

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.

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 Employees 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.

ARTICLE 19:00 LIFE AND RENEWAL OF AGREEMENT

19:01

This Agreement shall become effective as of the first (1st) day of July, 1999 and shall remain in full force and effect until midnight of the thirtieth (30th) day of June, 2002 and shall renew itself on each succeeding first (1st) day of July 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 thirtieth (30th) day of June, 2002 or the four (4) month period immediately preceding the thirtieth (30th) day of June in any year thereafter.

19:02

The parties hereto agree to exclude the operation of Section 50(2) and 50(3) 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 with 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)

FAY HICKEY
CENTRE MANAGER

RANDY SCHARFE
MANAGING DIRECTOR

RICK ARMOUR
20 VIC MANAGEMENT INC.

FOR THE UNION

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 244.

GERRY BUCKLEY
COMMITTEE PERSON

DHARM PRIHAR
COMMITTEE PERSON

ROGER F. FITZPATRICK
BUSINESS AGENT

*** APPENDIX "A"**
Lougheed Mall Security Officers Schedule

Date	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	off	0001-0800	0001-0800	0001-0800	0001-0800	0001-0800	off
	off	off	off	0700-1730	0700-1730	0700-1730	0700-1730
	off	off	0700-1730	0730-1800	0730-1800	0730-1800	off
	0730-1800	0700-1730	0730-1800	off	off	off	0730-1800
	0900-1930	0800-1830	1000-2030	off	off	off	1000-2030
	off	1200-2230	1330-2400	1130-2200	1130-2200	off	off
	1330-2400	1330-2400	off	off	off	1000-2030	1330-2400
	off	off	1430-0100	1430-0100	1200-2230	1200-2230	off
	1430-0100	off	off	off	1330-2400	1330-2400	1200-2230
	2400-0800	1530-2400	off	off	off	off	2400-0800
	off	off	off	1330-2400	1430-0100	1530-0200	1530-0200
	48 Hours	56 Hours	58 Hours	58 Hours	68 Hours	68 Hours	68 Hours

August 20, 2003
oteu-15

COLLECTIVE AGREEMENT

BETWEEN

20 VIC MANAGEMENT INC.

FOR: LOUGHEED MALL (SECURITY PERSONNEL)

AND

THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 244.

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**20 VIC MANAGEMENT INC.
(LOUGHEED MALL/SECURITY)**

**#106-9855 Austin Avenue
Burnaby, B. C. V3J 1N4**

TELEPHONE: (604) 421-3434

1999 - 2002