

**COLLECTIVE AGREEMENT**

**BETWEEN**

**LANCH HOLDINGS LIMITED  
SKEENA MALL**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**May 1<sup>st</sup>, 2006 - April 30<sup>th</sup>, 2009**

**DON MCGILL  
Secretary-Treasurer**

**TABLE OF CONTENTS**  
**LANCH HOLDINGS LIMITED**

<b>ARTICLE</b>	<b>PAGE</b>
ARTICLE 1 - INTERPRETATION AND EXTENT .....	<a href="#">1</a>
ARTICLE 2 - BARGAINING AGENCY AND DEFINITION .....	<a href="#">1</a>
ARTICLE 3 - CONTRACTING OUT .....	<a href="#">1</a>
ARTICLE 4 - UNION SECURITY .....	<a href="#">2</a>
ARTICLE 5 - DEDUCTION OF DUES, ETC.....	<a href="#">2</a>
ARTICLE 6 - UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE .....	<a href="#">3</a>
ARTICLE 7 - JURY DUTY .....	<a href="#">3</a>
ARTICLE 8 - SHOP STEWARDS.....	<a href="#">4</a>
ARTICLE 9 - PICKET LINES.....	<a href="#">4</a>
ARTICLE 10 - WORK CLOTHES, UNION PRODUCTS AND SERVICES.....	<a href="#">4</a>
ARTICLE 11 - UNION NOTICES.....	<a href="#">4</a>
ARTICLE 12 - CONFLICTING AGREEMENT .....	<a href="#">5</a>
ARTICLE 13 - NEW CLASSIFICATIONS.....	<a href="#">5</a>
ARTICLE 14 - DISCIPLINE AND DISCHARGE .....	<a href="#">5</a>
ARTICLE 15 - MANAGEMENT RIGHTS.....	<a href="#">5</a>
ARTICLE 16 - GRIEVANCE PROCEDURE .....	<a href="#">6</a>
ARTICLE 17 - WAGES AND WAGE STATEMENTS .....	<a href="#">8</a>
ARTICLE 18 - SENIORITY.....	<a href="#">8</a>
ARTICLE 19 - GENERAL HOLIDAYS.....	<a href="#">11</a>
ARTICLE 20 - ANNUAL VACATIONS.....	<a href="#">11</a>
ARTICLE 21 - GENERAL WORKING RULES & CONDITIONS:.....	<a href="#">13</a>
ARTICLE 22 - CONSULTATION COMMITTEE AND GRIEVANCE PROCEDURE .....	<a href="#">13</a>

ARTICLE 23 - SICK LEAVE ..... [13](#)

ARTICLE 24 - SEVERANCE PAY ..... [14](#)

ARTICLE 25 - HOURS OF WORK AND OVERTIME ..... [15](#)

ARTICLE 26 - INSPECTION PRIVILEGES ..... [17](#)

ARTICLE 27 - TRANSPORTATION ..... [17](#)

ARTICLE 28 - HEALTH AND WELFARE AND PENSION PLANS ..... [17](#)

ARTICLE 29 - TERM OF AGREEMENT ..... [19](#)

ARTICLE 30 - RETROACTIVE REQUIREMENTS ..... [19](#)

SIGNATORY PAGE ..... [19](#)

APPENDIX "A" ..... [20](#)

LETTER OF UNDERSTANDING No.1 ..... [21](#)

LETTER OF UNDERSTANDING No. 2 ..... [22](#)

THIS AGREEMENT MADE AS OF THIS 1<sup>st</sup> DAY OF MAY, 2006.

**BETWEEN:**           **LANCH HOLDINGS LIMITED**  
#400, 4741 Lakelse Avenue  
Terrace, B. C. V8G 1R5

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

**AND:**               **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

## **ARTICLE 1 - INTERPRETATION AND EXTENT**

- 1:01           The headings and each Article of this Agreement may be referred to in the interpretation of the various sections and this Agreement shall be interpreted as a whole.
- 1:02           In the event that any word, phrase, sentence, Section or Article of this Agreement is declared invalid by any court of competent jurisdiction, only such word, phrase, sentence, Section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1:03           The masculine or feminine gender may be used interchangeably throughout this Agreement. Wherever one gender is used, it shall be construed as meaning the other if the facts of the context require.
- 1:04           Wherever the singular is used the same shall be construed to mean the plural if the facts or context so require.

## **ARTICLE 2 - BARGAINING AGENCY AND DEFINITION**

- 2:01           The Company recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- 2:02           The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and as defined in this Agreement.

2:03 Except as described herein, all work within the bargaining unit shall be performed only by those persons coming within the bargaining unit, subject to the provisions in Article 3.

### **ARTICLE 3 - CONTRACTING OUT**

3:01 Subject to Article (a) and (b) the Company shall not contract out work normally performed by the classifications set out in this Agreement.

(a) In the event that an emergency arises and no qualified member of the bargaining unit is available or refuses a call out or call in, the Company may contract out work on a short term incidental basis. Should any bargaining unit member feel he or she was qualified to perform the emergency work and was not called out or called in to work, the matter shall be subject to the Consultation Committee and the Grievance Procedures.

(b) It is understood that the Company is entitled to continue to contract out all work normally performed by contractors.

### **ARTICLE 4 - UNION SECURITY**

4:01 The Company may hire qualified employees. However, the Company 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.

4:02 All employees shall be required to be a member of the Union as a condition of employment with the Company. Employees shall have seven (7) days in which to become members of the Union.

4:03 Notwithstanding 4:01 above, students employed for four (4) consecutive months or less and casual employees employed for incidental and occasional work shall be exempted from the terms of this Collective Agreement. Student employees shall not be hired to reduce the regular hours of any regular employee or affect the conditions of this Collective Agreement.

4:04 Subject to 4:05 below, a casual employee that works one hundred and twenty (120) hours in a forty-five (45) calendar day period shall be reclassified as a regular employee and shall be placed on the regular employee's seniority list with a seniority date of the first day of the qualifying period unless said employee is replacing another employee who is on leave or on holiday. It is understood that one-half ( $\frac{1}{2}$ ) of the hours worked in December, shall be used in the qualifying calculations.

4:05 A casual employee who has qualified as a regular employee pursuant to 4:04 above through replacing a regular employee who is absent for a reason shall not be entitled to benefits pursuant to Article 28 if the employee reverts to casual status.

### **ARTICLE 5 - DEDUCTION OF DUES, ETC.**

- 5:01 The Union shall each month mail to the Company a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Company shall delete any names from such list of employees who have terminated since the previous list and shall add the names of any new employees who have become Union members.
- 5:02 All employee members shall be required to sign authorization for check-off of Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such check-off shall be irrevocable.
- 5:03 The Company 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 employee hereunder to the said Union. Monies deducted during a month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of each following month, and one (1) copy of the checkoff list as above mentioned.

#### **ARTICLE 6 - UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE**

- 6:01 Provided one (1) month's written notice is given, the Company 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.
- 6:02 During authorized leave of absence, an employee shall maintain and accumulate seniority to a maximum of six (6) months.
- 6:03 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.
- 6:04 Employees who are absent on the day before or the day after their normal days off, or who are absent for three (3) or more consecutive days of illness will be required to provide a physician's verification of illness. The Company reserves the right to require an employee to visit a specialist or physician selected by the Company, to verify illness or to certify that an employee is either fit to return to work or capable of modified work. If there is a disagreement between the employee's attending physician and the Company - appointed physician, the aforementioned Doctors will agree on a third physician to provide an opinion, which will be binding on the Company, the Union and the employee.
- (a) The confidentiality of health and medical information is recognized by the Company and the Union, to the extent that the parties agree that medical information of an employee will not be divulged to anyone

other than management, without the employee's written consent or as otherwise required by law.

- (b) The Company's right to request a medical examination will be guided by and in accordance with the *B.C. Human Rights Act*, subject to the Grievance Procedure.

6:05 If an employee desires a leave of absence without pay for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Company and the Company will send a copy of same to the Union.

6:06 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 six (6) months.

6:07 There shall be no slowdown, work stoppage, strike or other impediment to normal production during the life of this Agreement, authorized by the Union, or lockout authorized by the Company.

#### **ARTICLE 7 - JURY DUTY**

7:01 All time lost by an employee due to necessary attendance on Jury Duty or as a witness in a criminal trial where the employee has been subpoenaed to attend shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury Duty he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay received by the employee from the Courts or otherwise shall be reimbursed to the Company or endorsement of Jury Duty cheque to the Company.

#### **ARTICLE 8 - SHOP STEWARDS**

8:01 There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.

8:02 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

8:03 The Company 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.

8:04 The Union will advise the Company of the identity of all Shop Stewards.

8:05 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.

8:06 Provided it does not interfere with efficient operations, Shop Stewards shall be allowed time off work, without pay, for four (4) days in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.

#### **ARTICLE 9 - PICKET LINES**

9:01 It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of his or her duties to refuse to cross a legal picket line recognized by the Union.

9:02 The Union shall notify the Company as soon as possible of the existence of such recognized picket lines.

#### **ARTICLE 10 - WORK CLOTHES, UNION PRODUCTS AND SERVICES**

10:01 If uniforms are required they will be supplied in accordance with the *Employment Standards Act*. Employees will be required to wear all parts of the uniform, including the tie, if any, when in tenant and public areas of Company premises and may not wear the uniform on premises licenced by the Liquor Control & Licensing Board of British Columbia except in the course of performing their duties and responsibilities. They may not wear their uniform off Company premises except for travel to and from work. Employees must also keep their hair trimmed and groomed. Employees must refrain from smoking in all tenant and public areas of Company premises and must comply with all applicable smoking By-Laws.

#### **ARTICLE 11 - UNION NOTICES**

11:01 The Company agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Company with said Notice Board.

#### **ARTICLE 12 - CONFLICTING AGREEMENT**

12:01 The Company 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.

12:02 The Company 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.

#### **ARTICLE 13 - NEW CLASSIFICATIONS**

13:01 The Company shall notify the Union when any new job classifications coming under this Agreement are added. The Union and the Company shall negotiate on the rate to be established, and that rate, once established, shall be retroactive to the introduction date of the new classification.

## **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

### **Discharge:**

14:01 The Company has the right to discharge any employee for just cause. The employee shall be notified in writing of the discharge and the reasons for it, with a copy to the Union.

### **Disciplinary Action:**

14:02 An employee will receive a copy of any written reprimand or warning letter placed on his or her file with a copy to the Union. A written warning letter or reprimand shall become a permanent part of the employee's work history. However, a written warning or reprimand shall not be taken into account if it is more than twelve (12) months old.

## **ARTICLE 15 - MANAGEMENT RIGHTS**

15:01 (a) The management and operation of the Company's operations and the direction and promotion of its working forces is the exclusive responsibility of the Company, provided that nothing in any of the provisions of this Article shall in any way limit, void or affect the other provisions of this Agreement. The Company's rights include, but are not limited to, the authority to:

- (i) hire, direct and assign work to employees;
- (ii) promote, demote, transfer and lay-off;
- (iii) suspend, discipline and discharge employees for just and reasonable cause;
- (iv) evaluate job performance;
- (v) establish new job classifications;
- (vi) designate reasonable job requirements, including the determination of the experience, skills, abilities, training and qualifications of employees to perform work;
- (vii) determine the methods and processes and means of providing employee services and products to customers;
- (viii) make, publish and enforce reasonable rules for the promotion of safety, cleanliness, efficiency and discipline, and for the protection of employees, customers, records, equipment inventory and operations;

- (ix) determine the number of employees to be employed, the duties to be performed and the hours they will work;
- (x) control and regulate the use of equipment and other property of the Company; and
- (xi) exercise all of the legal rights of an employer at common law which have not been modified by the use of specific and clear language in this Agreement.

- (b) The parties agree that the foregoing rights shall not be deemed to exclude other management rights and functions not specifically covered by this Agreement.

15:02 The Company's non-exercise of any right or function will not be deemed a waiver of its right to exercise such right or function.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

16:01 (a) It is the mutual desire of the Parties hereto that complaints of the employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until that employee has first given the Shopping Centre Manager or designate the opportunity to respond to the complaint.

(b) An employee shall take up any complaint directly with the Shopping Centre Manager or designate within ten (10) working days of the event upon which the complaint is based. Failure to abide by the time limits will result in any complaint or grievance being abandoned.

(c) If the complaint is not settled within five (5) working days of being brought to the attention of the Shopping Centre Manager or designate, as outlined above, then it may be processed as a grievance.

16:02 (a) Any complaint, disagreement or difference of opinion between the Company, 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 Company 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 Shopping Centre Manager. The Company shall take up its 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, a Representative of the Union, accompanied by the employee and the Shop Steward if the Union wishes, shall discuss the matter with Senior 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 Company 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 Company.

**STEP III** A mutually agreeable sole Arbitrator shall be appointed within seven (7) days of the matter being referred to Arbitration.

**STEP IV** If the parties cannot agree on a sole arbitrator, 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.

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) If the Arbitrators find that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Company 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 Arbitrator finds circumstances which in the opinion of the Arbitrator makes it just and equitable the Arbitrator may order the Company 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.

- (d) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Company, 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 Arbitrator. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

**Time Limits:**

16:03           The time limits in this Article may be waived upon written consent of both parties.

**ARTICLE 17 - WAGES AND WAGE STATEMENTS**

**Wages:**

17:01           The Company shall pay wages to every employee covered by this Agreement at the hourly rates for the various classifications listed herein and contained in Appendix "A". These rates are to be the minimum rate.

**Statements:**

17:02           The Company shall provide every employee covered by this Agreement with a separate, detachable written or printed itemized statement in respect of all payments made to such employee by the Company each pay day. Such statements shall show the regular hours worked, the total

overtime hours worked, the rate or rates applicable, the gross amount of wages, the year to date earnings, vacation pay and General Holidays and all deductions made.

**Payment of Wages:**

17:03           Wages shall be paid semi-monthly and there may be a six (6) day holdback. The Company reserves the right to change the pay periods to bi-weekly if such change is made to its other operations.

**Wages on Termination:**

17:04           An employee who is terminated by the Company shall be paid all monies due as per *Employment Standards Act*.

**Holiday Pay Advance:**

17:05           Employees on request shall be given a holiday pay advance payment one week prior to the commencement of their holidays. The advance payment shall be adjusted to reflect holidays. The advance payment shall be adjusted to reflect the actual holiday pay owed to the employee on the pay period prior to the employee commencing their holidays.

**ARTICLE 18 - SENIORITY**

**Probationary Period:**

- 18:01           (a) All new employees shall be probationary for the first forty (40) shifts actually worked, or ninety (90) days (whichever comes first).
- (b) There shall be no responsibility on the part of the Company respecting employment of a probationary employee should he or she be laid off or discharged during the probationary period. However, such employee shall not be laid off or discharged for the purpose of forcing an additional probationary period.
- (c) Only those employees who have successfully completed the initial probationary period shall be entitled to the rights arising from seniority. Upon successful completion of the probationary period, an employee's seniority shall be calculated from the date of hire.
- (d) An employee who has been promoted shall be on probation for the first twenty (20) shifts actually worked in his or her new position, during which time the employee may be returned to his or her former job if, in the opinion of the Company, the employee's progress is not satisfactory or if the employee requests a return.

**Seniority Lists:**

- 18:02           (a) The Company shall maintain two (2) seniority lists, one for regular full time employees and one for part time employees. Casual employees, student employees and short term disability replacement employees shall not be entitled to receive health and welfare benefits or to accumulate seniority, under this Collective Agreement.
- (b) Part time employees who meet all Company qualifications shall, in accordance with their seniority, be given the first opportunity to qualify as regular full time employees as openings become available.

**Posting of Seniority Lists:**

- 18:03           The Shop Steward shall post on the employee's bulletin board up to date lists of all employees covered by this Agreement showing the date when each commenced his or her employment and classification. The Company will forward a copy of updated seniority lists to the Shop Steward and the Union at least once every six (6) months.

**Seniority on Layoff and Recall:**

- 18:04           (a) Provided that the senior employee has the qualifications to perform the work, seniority shall be the deciding factor governing layoffs and recall.
- (b) An employee on layoff who has not been recalled shall retain seniority for a period of six (6) months from the date of layoff.
- (c) An employee on layoff shall keep the Company informed of his or her current address and telephone number. The Company shall be deemed to have satisfied the requirements of this section for recall if a registered letter is sent to the employee's last known address and no response is received from the employee after ten (10) days from the date of mailing. Should a properly notified employee not report for work the employee's name shall be removed from the seniority list.
- (d) In the event of a layoff, part time employees shall be laid off first and recalled last, in order of seniority, provided that there is a full time employee qualified and available to perform part time work.
- (e) When a regular employee is on layoff the Company shall not call in casual employees if there is a

regular employee available and qualified to perform the casual work.

**Job Posting and Promotion:**

- 18:05
- (a) The Company shall post notices of vacant positions, new positions and promotions in a conspicuous place for not less than seventy-two (72) hours, or three (3) consecutive working days for regular employees to bid on. The Union shall be provided with a copy of all postings.
  - (b) Subject to (c) and (d) below, any employee covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest overall seniority, provided that such employee has the required qualifications.
  - (c) Provided that qualifications are relatively equal, seniority shall be the determining factor in selecting an employee for promotion.
  - (d) The promotion of a junior employee or the hiring of a new employee if there is no current employee qualified for the promotion shall not lead to a reduction in a more senior or regular employee's hours of work.
  - (e) The Company may assign work within a classification. The Company may temporarily transfer any employee to another classification for a period of up to one (1) working day with regard to seniority and without adjusting the employee's classification or rate of pay. Any scheduled shifts would be subject to classification rates.

**Loss of Seniority and Termination of Employment:**

- 18:06
- An employee will lose seniority and will be deemed to have terminated employment for any of the following reasons:
- (a) if the employee quits;
  - (b) if the employee is discharged and such discharge is not reversed through the Grievance and Arbitration Procedure;
  - (c) if the employee is laid off and fails to return to work within three (3) working days after the employee has been notified to do so from the date of delivery or attempted delivery due to refusal of acceptance of a letter sent by overnight courier to the employee's last known address.
  - (d) if the employee overstays a leave of absence or vacation without cause acceptable to the Company or

uses a leave of absence for a purpose other than the one for which it was granted;

- (e) if the employee is absent for more than three (3) consecutive scheduled working days without notifying their supervisor or without providing a reason acceptable to the Company. If an unexpected accident or illness prevents the employee from advising their supervisor immediately, the employee must do so as soon as possible and must supply a medical certificate satisfactory to the Company when so requested; and
- (f) if the employee has been laid off for a period of six (6) months or three (3) months for a part-time employee.

18:07 Providing the days off established on June 1, 2001 for three (3) senior persons remain the same and providing the applicant is capable of performing the duties, seniority will prevail in the appointment of preferred start times, preferred shifts, hours of work and overtime.

**ARTICLE 19 - GENERAL HOLIDAYS**

19:01 Every employee covered by this Agreement who has been regularly employed for thirty (30) calendar days, shall receive a day off with their regular day's pay for New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other holiday proclaimed by the Provincial or Federal Government, provided however, that the employee shall have worked his or her "scheduled" work day before or after such holiday, unless express permission to be absent shall be obtained from the Mall Manager. Any employee required to work on any of the above holidays shall receive time and one-half (1½) in addition to the day's pay.

**ARTICLE 20 - ANNUAL VACATIONS**

**Effective April 1, 2007**

**Two Weeks:**

20:01 Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of one thousand five hundred (1,500) hours for the Company during this period shall be entitled to a total of two (2) weeks vacation with pay equal to two (2) full weeks straight time pay calculated based on the employee's regular rate, or four percent (4%) of annual gross earnings, whichever is greater.

**Three Weeks:**

20:02 Each employee who has completed three (3) years continuous service in the employ of the Company and has worked a minimum of one thousand five hundred (1,500) hours during the preceding twelve (12) months shall be entitled to a total of three (3) consecutive weeks vacation with pay equal to three (3) full weeks straight time pay calculated based on the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is greater.

**Four Weeks:**

20:03 Each employee who has completed eight (8) years continuous service in the employ of the Company and has worked a minimum of one thousand five hundred (1,500) hours during the preceding twelve (12) months shall be entitled to a total of four (4) weeks vacation with pay equal to four (4) full weeks straight time pay calculated based on the employee's regular rate, or eight percent (8%) of annual gross earnings, whichever is greater.

**Five Weeks:**

20:04 Each employee who has completed eleven (11) years continuous service in the employ of the Company and has worked a minimum of one thousand five hundred (1,500) hours during the preceding twelve (12) months shall be entitled to a total of five (5) weeks vacation with pay equal to five (5) full weeks straight time pay calculated based on the employee's regular rate, or ten percent (10%) of annual gross earnings, whichever is greater.

**Six Weeks:**

20:05 Each employee who has completed fifteen (15) years continuous service in the employ of the Company and has worked a minimum of one thousand five hundred (1,500) hours during the preceding twelve (12) months shall be entitled to a total of six (6) weeks vacation with pay equal to six (6) full weeks straight time pay calculated based on the employee's regular rate, or twelve percent (12%) of annual gross earnings, whichever is greater.

**Seven Weeks:**

20:06 Each employee who has completed twenty (20) years continuous service in the employ of the Company and has worked a minimum of one thousand five hundred (1,500) hours during the preceding twelve (12) months shall be entitled to a total of seven (7) weeks vacation with pay equal to seven (7) full weeks straight time pay calculated based on the employee's regular rate, or twelve percent (12 %) of annual gross earnings, whichever is greater.

**Vacation Scheduling:**

- 20:07 (a) Employees must take their annual vacation within the calendar year they are entitled to the vacation.
- (b) The Company will post a vacation calendar at the beginning of January. Employees shall have ten (10) weeks to schedule their vacation periods according to seniority and subject to Company approval, such approval not to be unreasonably withheld. The Company shall post the final vacation schedule by March 31<sup>st</sup> of each year.
- (c) Notwithstanding (a) and (b) above, an employee shall provide the Company with a minimum of thirty (30) days notice in advance of a desired vacation unless otherwise agreed by the Company.
- (d) No vacation shall be taken between November 15<sup>th</sup> and January 15<sup>th</sup>. A maximum of one (1) person shall be entitled to take vacation at any other time.

**Recall During Vacation:**

20:08 Should the Company request that an employee who is on vacation return to work during his or her vacation period, the employee shall be paid time and one-half (1½) for all hours worked.

**Vacation Accumulation During Leave:**

20:09 For the purpose of vacation entitlement, an employee absent from work on Workers' Compensation or as a result of illness shall continue to accumulate service at the same rate that the employee was accumulating it during the six (6) months prior to the absence.

**Layoff:**

20:10 For the purpose of vacation entitlement, any new employee who has worked a total of one thousand (1,000) hours in a calendar year and who is laid off, shall be credited with a year of service.

**ARTICLE 21 - GENERAL WORKING RULES & CONDITIONS:**

**Accident Or Injury On the Job:**

21:01 An employee who suffers a personal injury while on the job shall be paid his or her full wages for the day of the accident.

**Lunchrooms and Washrooms:**

21:02 (a) The Company agrees to maintain adequate clean, sanitary washrooms and toilet facilities.

- (b) The Company agrees to provide lunchrooms and adequate locker space. Employees shall keep the space clean and tidy.

**Compassionate Leave:**

- 21:03
- (a) In the event of a death in his or her immediate family, a regular employee shall be granted three (3) days leave of absence with pay. In addition, if the employee is informed of the death during his or her regular shift they shall not be required to work the remainder of the shift without loss of pay.
  - (b) Immediate family includes husband, wife, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister, grandparents, and step-children.
  - (c) Granting of compassionate leave for relatives or dependents other than those described above shall be at the discretion of the Company.
  - (d) In the event of a death of an Aunt or Uncle, a regular employee shall be granted three (3) days leave of absence without pay.

**ARTICLE 22 - CONSULTATION COMMITTEE AND GRIEVANCE PROCEDURE**

- 22:01
- (a) At the request of either party, the Parties shall meet once every two (2) months to discuss the issues relating to the workplace that affect the parties or any employee bound by this Agreement.
  - (b) The purpose of the meetings is to discuss and to promote the co-operative resolution of workplace issues.

**ARTICLE 23 - SICK LEAVE**

- 23:01
- (a) Effective December 16, 2006 all regular employees who have completed one (1) continuous year's service or more shall thereafter accumulate paid sick leave at the rate of one-half ( $\frac{1}{2}$ ) day per employed month to a maximum of six (6) days. Any unused sick days accumulated will be paid out on December 15<sup>th</sup> of each year to a maximum of six (6) days.
  - (b) The accumulation of paid sick leave shall be based on the following provisions:
    - (i) The employee shall begin accumulation of sick leave at the start of the pay period immediately following the date he or she completes one (1) year of continuous employment.

(ii) The employee must be paid for no less than one hundred and twenty-eight (128) hours in a four (4) week period to be credited for one-half ( $\frac{1}{2}$ ) day in that month including vacation and General Holidays.

(iii) Employees absent from work due to leave of absence for any reason, or sickness and compensation, will not accumulate sick leave during this absence.

**Compensation Sickness Coverage:**

23:02           When an employee goes off work ill or on compensation the Company shall continue to pay both his or her Health and Welfare Plan fees and Union dues so that the employee shall be protected to the utmost, provided:

- (a) The employee reimburses the Company for such contribution normally paid by said employee and is at no time more than five (5) months in arrears, and
- (b) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two Parties.

When an employee returns to work, the Company shall deduct from his or her earnings any monies the Company has paid out that were payable by the employee.

In the event any employee does not return to work, and the employee refuses or neglects on demand at his or her last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

**ARTICLE 24 - SEVERANCE PAY**

24:01           (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 Company, 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 a 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.

**Savings Clause:**

24:02            No employee shall suffer a reduction in hourly wages as a result of Appendix "A" of this Agreement.

**ARTICLE 25 - HOURS OF WORK AND OVERTIME**

**Regular Full Time Employees:**

25:01            (a) A regular full time employee is an employee who has satisfactorily completed his or her probationary period and who works eight (8) hours per day and forty (40) hours per week, exclusive of overtime.

(b) The Company will ensure that Tony Ippel, Rick Booth, and Victor Almeida will be provided with a minimum of forty (40) hours of work each week, and only during the term of this renewal period. In the event that any person named in this clause cease to be employed at Skeena Mall during the renewal period, the minimum hours guaranteed to that person will not be provided to any replacement.

(c) If any employee performs work in a classification with a higher rate of pay to fill in for a temporary vacancy such as vacations, days off, sickness or W.C.B., such employee shall be paid the higher rate subject to clause 18:05(e).

**Regular Part Time Employees:**

25:02            (a) A regular part time employee is an employee who has completed his or her probationary period and who works less than forty (40) hours per week.

(b) Regular part time employees shall not be hired to reduce the regular hours of full time employees or affect the conditions of this Collective Agreement.

**Casual Employees:**

25:03            (a) Casual employees may be hired on an incidental and temporary basis to provide for additional manpower.

(b) Casual employees shall not be hired to reduce the regular hours of any regular employee or affect the conditions of this Collective Agreement.

(c) Casual employees shall receive a minimum of four (4) hours pay per shift.

Casual employees, student employees and employees who are replacing employees on leave or on holiday shall not be entitled to accumulate seniority or to

receive pension benefits or health and welfare benefits under this Collective Agreement (refer to Articles 4:04 and 18:02(a)).

**Open Hours:**

25:04            There shall be a minimum of one (1) member of the bargaining unit on shift during all regularly posted mall opening hours.

**Split Shifts:**

25:05            There shall be no regularly scheduled split shifts.

**Rest Periods:**

25:06            (a) Full time employees shall have two fifteen (15) minute paid rest periods during each eight (8) hour shift, and an additional fifteen (15) minute rest period during each additional two (2) hours of overtime worked each day.

(b) Part time and casual employees shall be entitled to one (1) fifteen (15) minute paid rest period during each four (4) hour shift, and an additional fifteen (15) minutes during each additional two (2) hours of overtime worked.

(c) Employees shall be entitled to one-half ( $\frac{1}{2}$ ) hour paid meal break during each eight (8) hour shift and to an additional paid meal break after each four (4) hours of overtime worked.

(d) Employees may not leave the Company premises during the meal break or rest period. However, the Company will make reasonable efforts to ensure that employees enjoy an uninterrupted meal break approximately half way through the shift.

**Minimum Break Between Shifts:**

25:07            Eight (8) hours shall be the minimum break between an employee's finishing time and his or her following starting time, otherwise overtime rates will prevail.

**Overtime:**

25:08            (a) Overtime work shall be compensated at the following rates:

(i) Time and one-half ( $1\frac{1}{2}$ ) for the first two (2) hours worked in excess of eight (8) hours in any work day, and double time (2x) thereafter.

(ii) Provided the employee has worked forty (40) hours that week, exclusive of overtime, time and one-half ( $1\frac{1}{2}$ ) for time worked on a scheduled day off and provided the employee

has worked on the first scheduled day off, double time (2x) for time worked on the second scheduled day off.

- (b) When an employee is required to work more than three (3) hours overtime beyond eight (8) in a day or forty (40) in a week, he or she shall be entitled to a meal at the Company's expense. The employee shall pay for the meal in advance and present the Company with a valid receipt in an amount not to exceed \$10.00. The Company shall reimburse the employee on his or her next pay cheque.

**Distribution of Overtime:**

25:09           The Company shall make reasonable efforts to divide overtime, including a call back after hours, as evenly as possible. An employee who refuses to work overtime will have that time credited as time worked for the purpose of distributing overtime.

**Refusal of Overtime:**

25:10           Employees may request permission to refuse to work overtime providing such requests are made during the first half of the shift. Confirmation shall be given in the first half of the shift and shall not be unreasonably withheld.

**Call Out:**

25:11           (a) An employee who is called out and reports for work outside his or her regularly scheduled working hours shall be provided with a minimum entitlement of two (2) hours pay. If the employee begins work, he or she shall be entitled to a minimum of four (4) hours pay at the rate otherwise provided for in this Article. An employee called out under this Article shall be required to perform all work assigned to him/her by the Company.

- (b) The Company shall not be required to call out regular full time employees if there is a regular part time or casual employee on shift who has worked less than eight (8) hours.

**Time Cards:**

25:12           Employees will be required to sign daily time cards, produced by a time clock, indicating the number of hours worked. The hours recorded on the time cards will not be changed by the Company until the employee concerned is consulted.

**ARTICLE 26 - INSPECTION PRIVILEGES**

26:01           An authorized Agent of the Union shall have access to all common areas of the Company's establishment during

working hours approved by the Company. All Union business discussions with Bargaining Unit employees shall be during non-working hours.

**ARTICLE 27 - TRANSPORTATION**

27:01 Employees who use their vehicles on Company business shall be reasonably reimbursed with a minimum call out of \$3.00.

**ARTICLE 28 - HEALTH AND WELFARE AND PENSION PLANS**

28:01 (a) Any member of the Union who is in the employ of the Company on a regular full time basis on the effective date of the Health and Welfare Plan shall join the Plan on that date.

(b) Any regular employee, member of the Union, who is hired by the Company after the effective date of the Health and Welfare Plan, shall join the Plan on the first (1<sup>st</sup>) day of the month immediately following the end of their probationary period.

(c) The Union or its administrator as designated by the Trustees of the Health and Welfare plan shall be responsible for the administration of the plan.

(d) It shall be the responsibility of the Union to provide the Company with the necessary Health and Welfare Plan forms which will be forwarded to the employees by the Company and the Company will ensure that all regular employees are enrolled in the plan.

(e) It shall be the responsibility of the employee to cause such forms to be filled out and completed by his doctor in order that they can be processed.

(f) The Union Administrator of the Plan shall cause the insurance carrier to remit payments due to the employee not less frequently than his normal pay periods.

(g) The Company shall remit the premiums to the Administrator, as designated by the Trustee of the Health and Welfare Plan. It shall be the Trustees' responsibility after receipt of the premiums to distribute same to the applicable insurance writers.

(h) Medical, surgical and obstetrical coverage in accordance with the standard plan of service provided by M.S.P.

(i) The cost of the premiums of the Health Insurance Plan and Provincial Medicare combined shall be not more than \$300.00 per month effective July 1<sup>st</sup>, 2004, for the term of this Agreement and shall be borne by the Company. All premiums shall be

remitted to the Administrator on the due date, being the tenth (10<sup>th</sup>) day of the month.

- (j) Part time employees shall not be covered under the provisions of the Health and Welfare Program until the first (1<sup>st</sup>) day of the month following the date they become regular employees.
- (k) A regular employee, to qualify for Health and Welfare, must have worked a minimum of one (1) day per month.
- (l) When an employee goes off work ill, or on compensation, the Company shall continue to pay both his/her Health and Welfare premiums and Union dues so that the employee shall be protected to the utmost, provided:
  - (i) The employee reimburses the Company for such contributions normally paid by said employee and is at no time more than five (5) months in arrears; and
  - (ii) The period of such coverage shall exceed twelve (12) months only by mutual agreement of the two parties.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

- (m) The Company agrees to pay and submit contributions for Life Insurance, Accidental Death and Medical Services Plan for one (1) month following the month in which an employee is laid off. The summary of benefits which are more particularly described in the Union's Benefits Package are:
  - (i) Life - \$50,000
  - (ii) A.D.D. - \$20,000
  - (iii) Dental- (a) 100%
  - (b) 70%
  - (c) 50% Ortho. Maximum \$2,000
  - (iv) Extended Health - 100% \$25.00 deductible
  - (v) Eye glasses - \$200.00 in 24 months
  - (vi) Basic Medical - MSP - Family
  - (vii) Weekly Indemnity - \$300.00 weekly - 52 weeks
  - (viii) LTD - \$850.00 per month

**Pension Plan:**

28:02

The Company agrees to contribute 50¢ per hour for all hours worked to the Teamsters Local 213 Pension Plan. Said contributions shall be remitted monthly by the fifteenth (15<sup>th</sup>) day of the month following the month to which they refer, together with a form, supplied to the Company by the Union, which shall provide full instructions.

**ARTICLE 29 - TERM OF AGREEMENT**

- 29:01           (a) This Agreement shall be for the period from and including May 1<sup>st</sup>, 2006 to and including April 30<sup>th</sup>, 2009. Either party to this Agreement may, within four months immediately preceding April 30<sup>th</sup>, 2009, 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 2 and 3 of Section 50 of the Labour Relations Code is specifically excluded from operation of this Agreement.
- (d) Any Article contained in the British Columbia Labour Code not contained herein will be deemed as part of this Agreement.

**ARTICLE 30 - RETROACTIVE REQUIREMENTS**

30:01           Only wage rate changes to the Collective Agreement shall be applicable on the expiry date of the existing Agreement. Such retroactive pay to be paid not later than the second pay period after the signing of the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Collective Agreement on this     day of                                     , 2006 at                                     , British Columbia.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX "A"**

**WAGES**

The wages provided for in Article 17 shall be paid at the hourly rates set out below:

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE APRIL 1/06</b>	<b>EFFECTIVE MAY 1/07</b>	<b>EFFECTIVE MAY 1/08</b>
Janitor/Janitress	\$15.25	\$15.25	Wage Re-opener
Maintenance	\$18.96	\$18.96	Wage
Security	\$15.25	\$15.25	Wage
Food Court Day	\$8.29	\$8.29	Wage

The parties agree to a wage re-opener April 1, 2008 to discuss and negotiate wages only.

The classifications referred to in this Agreement are:

(i) **Janitor/Janitress**

An employee who performs custodial duties and assists with maintenance duties as required.

(ii) **Maintenance**

An employee who performs Janitor duties and general building maintenance.

(iii) **Security**

An employee who performs security duties. A security employee also performs janitorial duties and assists with maintenance duties as required.

(iv) **Food Court Day Janitor**

An employee who performs custodial duties in the Food Court sitting area and washrooms.



