

20 VIC MANAGEMENT INC.

(LOUGHEED TOWN CENTRE/MAINTENANCE AGREEMENT)

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PURPOSE

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

ARTICLE 1:00 BARGAINING AGENT'S RECOGNITION

1:01

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

1:02

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

ARTICLE 2:00 EMPLOYER'S RIGHTS

2:01

The Union recognizes the Employers right to hire, fire, promote, demote, transfer or lay off any Employee for just cause, provided that a claim by an Employee who has been discharged or disciplined without just cause, may be taken up under the Grievance Procedure, except the hiring of new Employees. Discharge or suspension notices shall be in writing with a copy given to the Union.

2:02

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

ARTICLE 3:00 UNION SECURITY

3:01

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

3:02

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

3:03

The Employer shall honour a written assignment to the Union of part of any 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 and/or Assessments on the Employee's T-4 Slips.

3:05

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

3:06

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

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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.

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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

- (A) No Member of the Union shall be required to work with any person who is not a Member of the Union, except on a temporary basis and/or in emergency situations. These temporary and/or emergency situations shall be of a term certain duration as established by the Employer acting reasonably.
- (B) Except as provided for in Article 3:11 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.

3:11 Cont' d

- (C) All the Employees of the Employer within the bargaining unit, doing work within the Union's Jurisdiction, shall be Members of the Union.
- (D) No member of this 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, or for the purpose of instructing management trainees. When management trainees are being used, the Employer undertakes to advise the Union in advance of such training program.

3:12

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

3:13

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

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

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

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

3:14

- i) All letters of discipline shall be removed from an Employee's personnel file after two (2) years from the date of occurrence provided that the Employee has not been served a disciplinary letter for a like matter.
- ii) All disciplinary letters given to Employees shall include the following sentence at the end of the letter, "This letter is intended to be disciplinary in nature".
- iii) 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. The Employer and the Union shall meet to discuss the merits of the request. If a letter is to remain in the 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

This Article shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

4:02

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.

4:03

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.

4:04

Time worked beyond the hours shown in 4:02 and 4:03 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).

4:05

- (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.

4:06

- (A) Employees working a shift in excess of five (5) hours shall have an unpaid meal period of at least one half (½) hour.
- (B) Employees who are required by the Employer to be on a telephone call or to perform work of any kind during their lunch period shall be deemed to be working and shall receive a lunch period between the third (3rd) and fifth (5th) hour of that shift or at any time that is suitable to the Employee and the Employer.
- (C) Those Employees working less than a four (4) hour shift shall have one (1) fifteen (15) minute paid break.

Those Employees working greater than four (4) hours and less than six (6) hours shall have one (1) fifteen (15) minute paid break in addition to the unpaid meal period.

Those Employees working greater than six (6) hours shall have one (1) half hour unpaid meal period and two (2) fifteen (15) minute paid breaks.

4:06 (Cont'd)

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

4:07

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

ARTICLE 5:00 OVERTIME AND PREMIUM RATES

Overtime shall be paid for at the following rates:

5:01

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

5:02

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

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

5:03

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 Holiday, one and one-half (1½) times the regular rate, in addition to any wages due pursuant to Article 9:00.

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

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

5:09

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

5:10

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

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

ARTICLE 6:00 CLASSIFICATIONS

6:01 MAINTENANCE

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

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

Maintenance Employees must have a valid British Columbia drivers licence.

6:02 FIFTH (5TH) CLASS ENGINEER

Is an Employee holding a 5th class Engineer designation providing services of plant operation.

This service will include but not be limited to, turning the chillers on, turning the boiler on, providing chemical treatment to the chilled and hot water systems, record keeping of plant functions and operation of the building automated system.

Each Employee shall be paid at premium rate of \$1.50 per hour above the senior maintenance rate for each hour scheduled by the Employer for the purpose of providing these services.

An inspection by the B.C. Safety Authority provides plant classification as well as employee qualification requirements. At the time of this inspection, employee duties and responsibilities eligible for this premium may require adjustment and retroactive pay to start as set out by the provincial inspector to reflect the applicable regulations for our plant classification.

6:03 MALL ATTENDANT

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

6:04 FOOD COURT ATTENDANT

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

6:05

Part-time Employees 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.

6:06 CHARGE HAND/LEAD HAND

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

ARTICLE 7:00 WAGE RATES /

7:01

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

<u>Classifications</u>	<u>June 1/04</u>	<u>June 1/08</u>	<u>June 1/09</u>	<u>June 1/10</u>
<u>Maintenance</u>				
Seniority	\$17.35	\$17.52	\$17.70	\$17.88
<u>Mall Attendant</u>				
Seniority	\$13.20	\$13.33	\$13.46	\$13.59
<u>Food Court Attendant</u>				
Part time	\$ 9.85	\$ 9.95	\$10.05	\$10.15
Full time	\$ 9.85	\$ 9.95	\$10.05	\$10.15

(B) The following hourly wage rate shall apply to Employees, hired by the Employer, into the bargaining unit on or after December 22, 2004.

<u>Classifications</u>	<u>June 1/04</u>	<u>June 1/08</u>	<u>June 1/09</u>	<u>June 1/10</u>
<u>Maintenance</u>				
Full time	\$14.75	\$14.90	\$15.05	\$15.20
<u>Mall Attendant</u>				
Full time	\$11.20	\$11.31	\$11.42	\$11.53
<u>Food Court Attendant</u>				
Part time	\$ 9.00	\$ 9.09	\$ 9.18	\$ 9.27
Full time	\$ 9.00	\$ 9.09	\$ 9.18	\$ 9.27

(C) **CHARGE HAND/LEAD HAND**

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

7:02

- (A) The probationary rate for all Employees shall apply for ninety (90) calendar days. Probationary Employees shall be paid one dollar (\$1.00) per hour less than the seniority rate paid for their classification. This provision does not apply to the Food Court Attendant classification.
- (B) These time limits may be extended by mutual agreement between the Employer and the Union.
- (C) The probationary rate for part-time Employees shall apply for one hundred and twenty (120) calendar days or four hundred and eighty (480) working hours, whichever shall first occur.

7:03

In the event of the Employer hiring Employees for whom a wage rate is not contained in this Agreement, the Classification for the new Employees, together with a wage rate, shall be added to Articles 6:00 and 7:00 by an Amendment. If the parties are unable to agree on a wage rate, the matter of a wage rate may be taken up under Article 17:00.

7:04

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

7:05

- (A) All Employees shall be paid at least twice (2) each calendar month not later than five (5) working days immediately following the pay period. Pay day shall be identified as every second Friday.
- (B) A detailed Statement showing the hours worked and an itemized list of deductions from wages shall be given each Employee on each and every payday, in the Employers standard form.
- (C) 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.

7:06

- (A) Any Employee who leaves the employ of the Employer shall receive all wages due in full and be given the Employee's Record of Employment within six (6) days of such termination.
- (B) In the event of the Employer terminating an Employee's employment, the Employee shall receive the Wages, Holiday Pay

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

ARTICLE 8:00 GROUP RRSP

8:01

Effective on December 22, 2004, a Group RRSP to be introduced for all full time Employees who meet eligibility requirements and who elect to participate (enrolment is voluntary).

Employees will have the option of contributing a personally established percentage of their gross pay period earnings (referred to as Voluntary Contributions) (gross pay does not include sick bonus payments) to their group RRSP account.

The Group RRSP to be administered by the Employer's representative; presently BMO/Nesbitt Burns.

All current full-time employees as of December 22, 2004 will have option to join Group RRSP immediately. New employees, hired after December 22, 2004 will be subject to the eligibility requirement of one year of full-time employment prior to joining plan.

ARTICLE 9:00 HOLIDAYS AND ANNUAL VACATION

9:01

The following General Holidays shall be recognized by the Employer:

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

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

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

9:02

Employees who have established seniority in accordance with Article 10:00, 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.

9:03

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

9:04 Vacation Schedules

- (D) (i) 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).

9:04 Cont'd

- (v) Failure by an Employee to choose a vacation period during the initial posting shall result in being given the choice of openings existing after March 31st. If an Employee does not choose a vacation period by June 30th, that Employee shall be assigned, by the Employer, a vacation period from the times that are available.
- (F) 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.

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

9:05

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) week's 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 may 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 a vacation that year and each year thereafter of two (2) weeks, with pay, based on four (4%) percent of their gross earnings for the past year prior to June first (1st).
- (C) Employees who have completed four (4) years employment prior to June first (1st) of that year shall take a vacation that year and each year thereafter of three (3) weeks, with pay, based on six (6%) percent of their gross earnings prior to June first (1st).
- (D) Employees who have completed eight (8) years employment prior to June first (1st) of that year shall take a vacation that year and each year thereafter of four (4) weeks, with pay, based on eight (8%) percent of their gross earnings prior to June first (1st).
- (E) Employees who have completed seventeen (17) years employment prior to June first (1st) of that year, shall take five (5) weeks vacation that year and each year thereafter with pay based on ten (10%) percent of their gross earnings for the twelve (12) month period prior to June first (1st) of that year.

9:06

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.

9:07

Employees leaving the employ of the Employer for any cause whatsoever, shall receive vacation pay in accordance with Article 9:00.

9:08

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:"

- (A) Another day off with pay, or:
- (B) Another day's wage in lieu thereof, or:
- (C) Time bank of regular hours, or:
- (D) In conjunction with annual vacation.

9:09

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

9:10

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.

9:11

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

ARTICLE 10:00 SENIORITY

10:01

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

10:02

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

10:03

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

10:04

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

10:05

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

10:06

- (i) The Employee with the least seniority shall be the first (1st) to be laid off and the last to be rehired. Lay offs shall not be used for disciplinary or discharge purposes.

- (ii) Excepting where there is cause, after three (3) months of employment, two (2) weeks written notice of termination or two (2) weeks wages in lieu of notice shall be given to an Employee. Employees who have completed three (3) years of employment shall receive one (1) additional weeks notice, or an additional weeks pay in lieu of notice, and for each subsequent completed year of employment, an additional weeks notice, or additional weeks pay in lieu of notice, up to a maximum of eight (8) weeks.

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

10:07

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.

10:08

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

10:09

The probationary period shall not alter seniority as described in Article 10:01 and shall not alter any provision described within this Agreement.

10:10

If a senior Employee within the bargaining unit is laid off in one classification and there is a junior Employee working in another classification, that senior Employee may be able to bump the junior Employee subject to the following:

- (i) Wage rate payable to the senior Employee shall be as defined in the Agreement for the classification being assumed.
- (ii) The factors of skill, knowledge and ability are first considered in order to maintain existing staff performance levels.

10:11

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 17:00, 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.

ARTICLE 11:00 SAFETY

11:01

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

11:02

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.

11:03

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

ARTICLE 12:00 GENERAL

12:01

- (A) The Employer shall supply uniforms for each Employee and shall maintain and launder same. The uniform for the Food Court Attendants will include, shirts, pants and aprons.
- (B) The Employee may voluntarily elect to maintain and launder their own uniforms.
- (C) Employees shall be provided with individual protective clothing when required to work in inclement weather.

12:02

The Employer shall provide a shoe allowance up to a maximum of fifty (50%) percent of the purchase price to a maximum of sixty-five (\$65.00) 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. Food court – To be paid fifty (\$50.00) dollars per year.

The shoes must be of a quality and style approved by the Employer to be appropriate for Maintenance Workers. 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.

12:03

The signing of this Agreement shall be no reason for the Employer to cancel any existing privileges that are not contrary to this Agreement.

12:04

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

12:05

A copy of this Collective Agreement may be posted by the Union on the notice board for the benefit of the Employees.

ARTICLE 13:00 JOB POSTINGS

13:01

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

13:01(Cont'd)

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

13:02

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

13:03

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

13:04

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

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

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

13:05

- (A) 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.
- (B) 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.
- (C) Any other Employee being assigned, as a result of the re-arrangement of positions, shall also be returned to the former position and to the rate of pay that such Employee previously held, without loss of seniority.

ARTICLE 14:00 DISCHARGE AND TERMINATION OF EMPLOYMENT

14:01

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

14:02

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 15:00 HEALTH AND WELFARE

15:01

Effective the date of signing this Collective Agreement all permanent full time Employees who have attained seniority and who work twenty-five (25) hours per week or more shall be covered by the 20 Vic Management Inc, Health and Benefits Summary (Maintenance, Mall Attendant and Food Court Attendant Personnel, Loughed Town Centre). 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 Loughed Town Centre 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.

15:02

A Health Care Plan Booklet outlining the benefits available shall be provided to each Plan participant.

15:03

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

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

The Employer may, with reasonable cause, request a doctor's certificate for illness of three (3) working days or less.

15:04

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

Sick leave for permanent full time Employees is earned on the basis of one and one half (1½) days per month

worked up to a maximum of eighteen (18) days per year. The year for calculation of sick leave is based from November 1st to October 31st.

15:05

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.

15:06

Accumulated sick leave will be claimed for scheduled working days lost because of illness, up to a maximum of ten (10) days, after which an Employee will apply for EI Disability Benefits. Thereafter, subject to satisfaction of the eligibility requirements as defined in the insurance contract, full-time Employees may submit an application for weekly indemnity benefits through the Employer's insurers.

15:07

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

The Employer may advance permanent full time Employees, who have completed (1) full calendar years employment, sick leave up to a maximum of ten (10) days, within the requirements of Article 15:04, to cover the waiting period for E.I. Disability benefits.

15:08

- (i) The foregoing non-accumulative days of sick leave or equivalent hours thereof shall be eligible for a cash bonus payable in December of each year equal to fifty (50%) percent of the unused portion thereof.
- (ii) Any Employee who is away from work for a period of two consecutive months or more due to an illness or injury (not including work related injuries) shall not be eligible for a cash bonus.
- (iii) The sick leave calculation period and payout date will remain as previously set at this time.
Calculation year: November 1st – October 31st.

ARTICLE 16:00 LEAVE OF ABSENCE

16:01

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

16:02 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.

16:03 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, mother-in-law, father-in-law, 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 17:00 GRIEVANCE PROCEDURE AND ARBITRATION

17:01

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.

17:02

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.

17:03

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.

17:04

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

17:05

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.

17:06

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.

17:07

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

17:08

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

17:09

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

17:10

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.

17:11

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

17:12

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

17:13

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.

17:14

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

ARTICLE 18:00 NO STRIKES OR LOCK-OUTS

18:01

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

18:02

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 17:00.

18:03

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 17:00.

18:04

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

18:04 (cont'd)

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

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

ARTICLE 19:00 TECHNOLOGICAL CHANGE

19:01

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

ARTICLE 20:00 LIFE AND RENEWAL OF AGREEMENT

20:01

This Agreement shall become effective as of the first (1st) day of June, 2004 and shall remain in full force and effect until midnight of the thirty-first (31st) day of May, 2011 and shall renew itself without change on the first (1st) day of June, 2011 and on each succeeding first (1st) day of June thereafter unless written notice to commence negotiations for a Collective Agreement is served by either party to the other party within the four (4) month period immediately preceding the thirty-first (31st) day of May, 2011 or the four (4) month period immediately preceding the thirty-first (31st) day of May in any year thereafter.

20:02

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

20:03 **RETROACTIVE PAY**

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

SIGNED IN THE PROVINCE OF BRITISH COLUMBIA,

DATED THIS _____ DAY OF _____, 20____ .

FOR THE EMPLOYER

FOR THE UNION

20 VIC MANAGEMENT INC.
(Lougheed Town Centre/Maintenance)

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 244

FAY LAING
CENTRE MANGER

CATHY BUCKLEY _____
COMMITTEE PERSON

RANDY SCHARFE
MANAGING DIRECTOR

TIM THROWER _____
COMMITTEE PERSON

RICK ARMOUR
VICE PRESIDENT, WESTERN CANADA

ROGER F. FITZPATRICK _____
BUSINESS AGENT

**20 VIC MANAGEMENT INC.
LOUGHEED TOWN CENTRE / MAINTENANCE AGREEMENT**

**106 - 9855 Austin Ave.
Burnaby, BC V3J 1N4**

TELEPHONE: (604) 421-3434

2004 – 2011