

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 Intent of Parties

The purpose of this Agreement is to promote and maintain a harmonious relationship between the Company its Employees, to set forth herein the working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement, and to provide an amicable and equitable method of settling grievances or differences which may arise.

1.02 Non- Discrimination/Harassment

(a) The provisions contained herein will apply to all Employees covered by this Agreement without discrimination on account of race, colour, creed, sex, national origin membership in the Union or any activity on behalf of and/or holding office in the Union. The Parties also subscribe to and support the provisions of the Human Rights Code of British Columbia.

(b) The Union and the Employer recognize the right of employees to be treated fairly in an environment free of personal and sexual harassment. The Employer shall make every reasonable effort to ensure that no person in their employ engages in harassment, or is harassed, in the workplace.

(c) A Sexual harassment means any conduct, comment, gesture or contact of a sexual nature that is likely to cause offense or humiliation to any employee or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

(d) A Personal harassment shall be generally defined as:

(i) Repeated offensive comments and/or actions deliberately designed to demean or belittle an employee and/or cause humiliation;

(ii) Acts of intimidation which may or may not impact upon or influence the distribution of work assignments, scheduling, training opportunities, promotional opportunities, or performance evaluations;

(iii) Any behaviour by any person that undermines the employee's personal dignity and/or the performance of that job.

1.03 Singular and Plural/Gender

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and whenever the singular is used, it shall be deemed to include the plural and vice versa.

ARTICLE 2 - RECOGNITION

2.01 The term **Employees** as used in this agreement means all those individuals employed by the Company at the Company's operation at the Waneta Plaza Mall and/or their successors, except management personnel and clerical workers. For the purpose of this agreement, the term **Person** shall mean anyone other than an employee.

2.02 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees in the bargaining unit.

2.03 Performance of Bargaining Unit Work

(a) A person shall not perform bargaining unit work except as permitted herein.

(b) A person shall be permitted to perform bargaining unit work in cases of instruction and/or **Emergency** situations. An emergency is defined as a situation which is beyond the control of the employer - a short term circumstance which is not possible to predict.

2.04 Definition of Employees

1) **Full-time regular employees.** All employees hired to work on a regular full-time basis, who have completed their probationary period.

2) **Part-time regular employees.** All employees, other than full-time, who work scheduled hours and who have completed their probationary period.

3) **Casual employees.** All employees who work on an on-call basis for short periods of time for the purpose of vacation, short term illness, or emergency relief. An emergency is defined as a situation which is beyond the control of the employer - a short-term circumstance which is not possible to predict.

4) Preference in scheduling and assignment of work will be given to full-time

employees first, then part-time employees, and finally, casual employees. In each category, seniority will govern.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 In the event that the Union claims Management has exercised its rights in a discriminatory, arbitrary, or unjust manner then such claim shall be considered a grievance, and shall be dealt with in accordance with the terms of the Grievance procedure as contained in the Agreement.

3.02 Rules and Regulations

The Employer may make and alter rules and regulations governing the work environment and conduct of Employees. However, such rules and regulations shall not be inconsistent with the terms of this Agreement. The Employer shall notify, in writing, the Employees and the Union of any new or changed rules or regulations and the date they are to take effect.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 Authorization for Union Dues

All Employees covered by this Agreement shall, as a condition of continued employment, become and remain members of the Union.

4.02 Union Dues

- a) The Employer shall deduct from the pay of each Employee such union dues and assessments as prescribed by the Local Union.
- b) The dues so deducted shall be remitted, along with a list of the names of Employees from whom such deductions have been made, within one week of the end of the month payable to:

United Steelworkers of America
Local 9705
1-825 Spokane Street
Trail B.C. V1R 3W4

- c) Development Fund -The employer will deduct .25% from each employee=s gross wages and forward these amounts, in a separate cheque, to the local Union

office at the end of each pay period.

d) The Employer agrees to print the amount of total income, and all deductions paid by each Employee for the previous calendar year on their Income Tax T4 form.

4.03 Shop Stewards

The Union shall elect or designate shop stewards who shall be recognized by the Employer.

4.04 Investigating disputes

Time spent in investigating and settling disputes by shop stewards will be considered by the Employer as time worked.

4.05 Union Business and Leave

The Employer agrees to grant leaves of absence without pay to employees to attend to Local Union business, International Union business, grievance related matters, or any function designated by the Union. No deductions will be made from the pay of any such employee for the duration of the unpaid leave. At the end of each calendar month, the Employer will bill the Union for the actual lost time wages incurred while the employee was on such leave. The Union shall reimburse the Employer within thirty (30) days of such billing. The Union will use every reasonable effort to request such leaves at a minimum of seven (7) days prior to the leave being taken.

4.06 Negotiations

The Employer will pay the total lost time wages and benefits of up to two (2) employees, designated by the Union, while negotiating a collective agreement during their scheduled working hours.

ARTICLE 5 - WORK STOPPAGES

5.01 No Strike

The Union agrees that it will not authorize or encourage any strike, work stoppage, walk-out, or any act of a similar nature, which would interfere with, limit, or impede the operations of the Company during the term of this Agreement.

5.02 No Lockout

The Employer agrees that there shall be no lockout of Employees during the

term of this Agreement

ARTICLE 6 GRIEVANCE AND ARBITRATION

6.01 Purpose

It is the purpose and intent of this Article, which shall be available to both the Union and the Employer, to provide for the equitable adjustment of grievances. Should any differences arise between the Employer and the Union as to the interpretation or application of the provisions of this Agreement or as to any questions relating to the wages, hours of work or other conditions of employment of any Employee, the matter in dispute shall be dealt with in accordance with the provisions of this Article.

6.02 Step 1

The employee(s) concerned in person, with or without a steward in attendance, shall first seek to settle the dispute with his/her immediate supervisor.

6.03 Step 2

Failing a satisfactory settlement within fifteen (15) working days after the dispute was submitted at step 1, the Union may submit the dispute, in writing, to the appropriate representative of the Employer.

6.04 Step 3

(i) Within thirty (30) calendar days after a decision was made or should have been made by the Employer at Step 2, the Union will, by written notice to the Employer, declare the Union's position at Step 3. Not later than thirty (30) calendar days following the Union's declaration, the Union may, by written notice to the Employer, refer the dispute to arbitration.

Within ten (10) calendar days following receipt of such notice, the Employer and the Union shall mutually agree to one arbitrator from the following panel of Arbitrators:

- Colin Taylor
- Ron Keras

or any other arbitrator that may be mutually agreeable to the Parties.

6.05 Decision of the Arbitrator

The Arbitrator shall hear the matter in dispute and shall render his decision within thirty (30) calendar days of the conclusion of the hearing.

6.06 Expenses of the Arbitrator

The Parties shall equally share the expenses and fees of the Arbitrator. The Parties shall each bear the expenses incurred with respect to its own presentation, preparation and witnesses.

6.07 Arbitration Costs - Labour Relations Code

The Parties hereto may mutually agree to utilize Section 103 of the Labour Relations Code with respect to payment of costs incurred, related to the Arbitration process referred to in this Agreement.

6.08 The Union shall have the right to refer any dispute regarding the interpretation or a violation of this Agreement to the Employer at step 2 where:

- 1) There is no aggrieved employee or employees possible of identification at the time the dispute arose or
- 2) The grievance involves Employer policy or
- 3) The grievance involves a group of employees or
- 4) The grievance involves a suspension or discharge

6.09 If a dispute is not submitted under Step 1 within thirty (30) working days after the occurrence of the act or decision giving rise to the dispute, or within thirty (30) working days from the time the employee(s) should reasonably have known of the occurrence of the act or decision giving rise to the dispute, or is not advanced to Step 2 within fifteen (15) working days, or to Step 3 within thirty (30) working days, or the Union does not declare its position within thirty (30) working days or does not refer the dispute to arbitration within thirty (30) working days of its declaration, then the dispute shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

Where an application has been made by the Employer or Union to the Labour Relations Board under Section 85 of the Labour Relations Code of British Columbia for assistance in the settlement of a dispute, and, if such dispute is referred back to the parties by the Labour Relations Board, the Employer or Union may, by written notice to the other party, refer the dispute to arbitration. If the dispute is not referred to arbitration by the party making such application within thirty (30) working days of receipt of such notice from the Labour Relations Board, the dispute shall be considered to be abandoned.

ARTICLE 7 DISCIPLINE AND DISCHARGE

7.01 Just Cause

The Employer shall only discipline, discharge or terminate an Employee for just cause. The burden of proof of just cause shall rest with the Employer.

7.02 Notice of Disciplinary Action

(a) Where a formal discipline meeting is to occur concerning any Employee, the Employer shall advise the Union in advance and a Union Representative, other than the affected Employee, must be present to attend and participate in such meeting.

(b) The Employer shall advise an Employee in writing of any disciplinary action to be taken and the reasons in full for such disciplinary notice.

7.03 Right To Appeal

An employee shall have the right to appeal any disciplinary action including, but not limited to, suspension, discharge or termination, in accordance with the Grievance and Arbitration procedures contained in this Agreement.

7.04 Discipline Grievances

Where an Arbitrator finds that an Employee has been dismissed, suspended, terminated, or other wise disciplined for other than just cause, the Arbitrator, the Labour Relations Board, or other body shall have the power to:

(a) direct the Employer to reinstate the Employee with full wages or salary and all other rights and entitlements under this Agreement; and

(b) make such other order as it considers fair and reasonable, having regard to

all of the circumstances and the terms of this Agreement.

7.05 Disciplinary Warnings

The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. The record of any disciplinary action shall not be referred to or used against the employee at any time after nine (9) months following such action. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered to be an admission that such discipline was justified.

ARTICLE 8 - SAFETY

8.01 Accident Prevention Committee

The Employer shall maintain an Accident Prevention Committee comprised of representatives of the Employer and the Union to be known as the ASafety Committee.

8.02 Safety Committee Representation

The Union shall select one (1) Employee to act on the Committee. The Union will notify the Employer in writing as to the Employee selected. The Local Union may also appoint a resource person to sit on the committee as required by the Union.

8.03 Safety Committee Meetings

(a) The Safety Committee shall meet at the request of either Party. Where required, there shall be an inspection of the Employer's facilities.

(b) Copies of minutes of meetings will be forwarded to the Union Office, Employer's Office and the appropriate government agencies. The Chairman of the Safety Committee will alternate between the Union and the Employer's representatives every six (6) months or such other times as may be mutually agreed upon.

8.04 Investigation of Accidents

The Safety Committee members shall be notified of, and shall have the right

to investigate, all major accidents or serious occurrences in the Employer=s operations. Those Employees on the Safety Committee will be paid by the Employer for all regular hours lost in investigating major accidents or serious occurrences while on shift and for inspection tours and meetings.

8.05 Safety Equipment

(a) The Employer shall supply free of charge such safety equipment as deemed necessary to ensure the protection of Employees.

(b) The Employer shall provide coveralls for Maintenance Employees if required.

8.06 WHMIS and MSDS

a) The employer will establish and maintain a Workplace Hazardous Materials Information System (W.H.M.I.S.) Training Program to ensure all employees are kept up to date with material identification and use. Employees will be paid at their straight time rate for time all spent on such training programs.

b) Material Safety Data Sheets will be made available at all times to the employees.

8.07 The Employer and Employees agree that they will adhere to all W.C.B. Regulations and any safety rules and regulations of another Employer when working on outside jobs or on other Employer premises.

ARTICLE 9 SENIORITY

9.01 Definition of Seniority

Seniority shall be defined as the length of an Employee=s total service with the Employer within the bargaining unit.

9.02 Probation Period

Newly hired employees will not accumulate seniority until the probationary period has been served. Once the probationary period has been served the employee will then be placed on the seniority list. Such a period of probation will be for a period of three (3) months in the case of full time permanent employees. Four hundred eighty (480) hours will serve as the period of probation respecting part time permanent employees. Upon completion of the probationary period, if successful, the employee will have his/her

seniority back dated to the date of the commencement of the probationary period.

During the probationary period the Employer may terminate a probationary employee if, in the judgement of the Employer, the probationary employee is not suitable for continued employment. The Employer will exercise such judgement in a fair and equitable manner. No employee will be terminated during the probationary period as a result of involvement in union business.

9.03 Calculation of Seniority

On successful completion of the probation period referred to in this Article, the new Employee=s seniority with the Employer in the bargaining unit shall commence from the first date of hire. Seniority shall be maintained but not accumulated during a layoff as long as that layoff is less than eighteen (18) months as per Article 9.04(c).

9.04 Loss of Seniority

An employee shall lose seniority standing for any of the following reasons:

- (a) If an Employee voluntarily quits;
- (b) If an Employee is discharged and not reinstated under the terms of the Collective Agreement;
- (c) If an Employee is laid off and fails to return to work within eight (8) calendar days after being notified to do so by the Employer by registered mail to the Employee=s last known address. Copies of registered notifications shall be supplied to the Union.

9.05 Notice of Layoff

The Employer shall provide the Union and Employees with as much notice as is reasonably possible in the event of a layoff. However, such notice shall not be less than fourteen (14) calendar days. Where the Employer provides less than the required notice, the Employee to be laid off shall be paid one (1) days pay for each day less than fourteen (14), at the Employee=s regular hourly rate of pay in lieu of such notice. If this pay results in less than that provided in the Employment Standards Act, the latter shall prevail.

9.06 Layoff and crew Reduction

Employees will be laid off in reverse order of seniority, providing, the remaining employees have the skill, knowledge, and ability to do the work concerned.

9.07 Reduction of staff

Should the Employer decide to reduce the number of office staff, casuals will be laid off before part-time and full-time employees, and part-time employees will be laid off before full-time employees. Seniority shall apply in all cases of reductions in staff.

9.08 Recall from Layoff

(a) Employees that are laid off shall be subject to recall in the inverse order in which they were laid off for a period of eighteen (18) months following their last date of layoff, provided they have the ability to perform the work available.

(b) The Employer shall provide laid off Employees with as much notice as possible in the event of return to work from a layoff.

(c) An Employee who does not return to work in accordance with this article shall lose all seniority rights in accordance with the provisions of sub-section 9.04 (d).

(d) An Employee who is recalled may decline such work in accordance with the following:

(i) if a laid off Employee declines to work, which the Employee is informed may be of less than thirty (30) working days, the Employee's subsequent right of recall to work, expected to be of a longer duration, shall not be jeopardized. The Employer shall, however, be under no further obligation to recall such Employee to further temporary work, as defined in this sub-section, unless the Employee notified an Employer Representative by registered letter of a subsequent availability for temporary work.

(ii) an Employee who declined such work but subsequently informed the Employer of availability for temporary work shall not be eligible for the original temporary work offered, unless the work originally offered exceeds thirty (30) working days.

ARTICLE 10 TECHNOLOGICAL CHANGE

10.01 Technological Change

Technological change for the purposes of this Article shall mean the automation, modification or replacement of machinery or equipment, or the mechanization or automation of duties which causes the displacement, layoff, or the reduction of work of an Employee(s).

10.02 Termination of Employment - Technological Change

Following the application of the seniority provisions contained in Article 9, Employees who are terminated as a result of the introduction of technological change, shall be entitled to a severance allowance of two (2) weeks pay for each year of service.

ARTICLE 11 VACANCIES AND ASSIGNMENT OF WORK

11.01 Job Vacancies

A vacancy is a position which has become available on a permanent basis.

11.02 Selection to Vacancies in an existing classification

Where a vacancy exists in an existing classification, the provisions of marginal paragraph 11.05 shall apply.

11.03 Selection to vacancies in a new, or higher classification

Where a vacancy exists in a new, or higher, classification, the Employer shall consider the following factors in determining which employee shall be entitled to the job:

- (i) the seniority of each employee concerned, and
- (ii) the skill, knowledge, and ability to perform the work required

When factor (ii) is relatively equal between two or more employees, the employee having the greater seniority shall be entitled to the job. The factors of skill, knowledge, and ability shall be determined in a fair and equitable manner in the consideration of which employee shall be selected to perform the job.

11.04 Preference in Selection

Provided employees in the bargaining unit meet the criteria as set out above, employees in the bargaining unit shall receive preference over persons in the selection to vacancies.

11.05 Scheduling and Assignment of Work

Subject to the requirements of the operation, preference in scheduling and assignment of work will be given to full-time employees first, then part-time employees, and finally, casual employees. Seniority shall apply in descending order in the designation of full-time, part-time and casual employees. Full-time employees shall be scheduled the maximum number of hours per shift before part-time and casual employees, and part-time employees shall be scheduled the maximum number of hours possible before casual employees.

ARTICLE 12 RATES OF PAY

12.01 Wage Scales

The Employer agrees to pay Employees covered by this Agreement, the rates

of pay for work performed in accordance with the Schedule of Wages as contained in Appendix AA≡ attached to this Agreement.

12.02 New Classifications

(a) When the Employer establishes a new job classification for which no wage rate has been established, the rate for such new classification shall be established by a joint committee of Employer and Union representative(s); - such Union representative(s) to be designated by the Union.

(b) No employee(s) will lose wages as a result of their duties on the committee referred to in section (a) above.

(c) In the event the Parties do not agree to the wage rate for the new classification, the matter shall be dealt with through the Grievance and Arbitration procedures contained in this Agreement.

12.03 Change of Job Classification

Where an Employee is required to work at more than one (1) job classification during any working day, such Employee shall be paid the highest classified rate at which two (2) or more hours are worked for all hours worked on any such day.

12.04 Payment of Wages

Payday shall be every second Friday.

ARTICLE 13 HOURS OF WORK AND OVERTIME

13.01 Definition

For the purpose of this article a work week is defined as a calendar week commencing at 12.01 am Sunday. Any hours worked past midnight Saturday on a workday that commenced on Saturday will be deemed to have been worked in the work week in which the workday commenced. A workday is defined as the twenty-four-(24) hour period commencing at the start of an employee's first scheduled shift on a calendar day.

Subject to article 11.05, shift schedules may be changed at the Employer's discretion. The Employer may introduce split shifts for casual and part-time employees upon the agreement of the employees concerned.

The regular hours of work shall be up to eight (8) hours per work day and up to forty (40) hours per work week.

13.03 Eight (8) Hour Shifts

For the purposes of this Agreement, eight (8) hour shifts shall be based on a five (5) consecutive days on and two (2) consecutive days off schedule.

13.04 Overtime

Overtime rates will only be paid in those cases where an employee is required by the Employer to work in excess of eight (8) hours in a work day or forty (40) hours in a work week. Daily overtime and weekly overtime are calculated separately.

13.05 Overtime calculation

Time worked in excess of eight (8) hours per shift shall be considered as overtime and shall be paid at time and one-half (1.5x) the regular rates.

The Employer shall pay time and one-half (1.5x) for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Double time (2x) will be paid for work in excess of eleven (11) hours per day and forty eight (48) hours per week.

or, at the Employee's option:

(i) The Employee shall be given time off with pay, the length of time off being equal to the straight time equivalent to the overtime earnings.

(ii) Banked time may be taken off at a time mutually agreeable. However, an employee's request for time off will not be unreasonably denied.

13.06 Change of Shifts and Work Schedules

Regular work schedules shall be posted one month in advance. Where the Employer changes an Employee's work schedule during the employee's current work week and the Employee is required to work in excess of his normal work day of the previous schedule worked, or on his previously scheduled rest days, the Employee shall be paid applicable overtime rates for such excess time worked. The new schedule will become the Employee's regular schedule at the conclusion of the rest days of his previous schedule.

13.07 Lunch and Rest Breaks

- (a) Employees will have a paid lunch period of thirty (30) minutes at straight time to be taken during the 4th and 5th hours of any shift worked. In addition, such Employees shall receive two (2) - fifteen (15) minute **paid** rest breaks during each shift. Should the Employer require the employee to work during scheduled breaks, such time worked will be accumulated and taken off mutually agreed upon.
- (b) The Employer retains the right to schedule lunch and rest periods for all Employees, however, in no event shall an Employee be required to work in excess of five (5) hours without a rest break.

13.08 Minimum Daily Pay

(a) An Employee who reports for and commences work on a regular assigned shift, who has not been notified not to report for such shift, shall be paid a minimum of four (4) hours pay, at the Employee=s regular straight time rate of pay or for actual hours worked, whichever is greater. This provision shall not apply where the Employee has been notified not to report for work and reports as usual.

(b) Minimum daily pay for two (2) hours shall apply where work is not available due to circumstances beyond the control of the Employer.

13.09 Call outs

Where an Employee is called out to work outside the Employee=s normal hours of work, such Employee shall receive a minimum of four (4) hours pay at overtime rates or for actual hours worked, whichever is greater. This provision shall not apply where an Employee is called out and reports for work prior to the Employee=s normal starting time and continues to work through the designated shift. In such cases, the Employee shall be paid for hours actually worked in advance of the normal starting time at overtime rates.

ARTICLE 14 STATUTORY HOLIDAYS

14.01 Holidays to be Observed

The following days will be observed as Statutory Holidays:

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

14.02 Observance of Statutory Holidays

An employee, whose regular day off falls on a statutory holiday, shall be granted the work day immediately following the statutory holiday off with pay. No full-time or part-time employee will be denied the opportunity to work on a statutory holiday, which falls on his regularly scheduled shift.

14.03 Qualification for Statutory Holidays Not Worked

Full-time employees will receive Statutory Holiday pay for any Holiday, as referred to in Section 14.01 of this Article, not worked provided the Employee shall have worked the last scheduled shift prior to and the next scheduled shift following such holiday, unless an absence from one or both of such shifts is because of sickness of the Employee or because of other good and reasonable cause.

Part-time or casual employees, who have worked at least fifteen (15) of the last thirty (30) days preceding the holiday, shall receive a full days pay for the holiday. If they work less than fifteen (15) days, such pay entitlement shall be averaged, on the number of straight time hours, during the thirty days preceding the holiday.

14.04 Payment for Statutory Holidays

Employees who work on a statutory holiday shall be paid two (2) times their normal hourly wages for all hours so worked, and shall receive an additional day off with pay at a time mutually agreed upon

or

at the employee's option, straight time pay for the holiday plus time off with pay at a time mutually agreed upon, the length of time off being equal to the straight time equivalent to those actual hours worked at the double (2) time rate.

14.05 Statutory Holiday Occurring During Vacations

Where a Statutory Holiday falls within an Employee=s scheduled vacation and the Employee is eligible for such holiday, the Employee will receive an additional day off with pay to be taken at a time mutually agreeable between the Employer and the Employee.

ARTICLE 15 VACATIONS

15.01 Vacation Entitlement and Pay

(a) An Employee with less than one (1) year of service with the Employer, as of January 1st in the calendar year immediately following the year of employment, shall be entitled to 5/6 of one day paid vacation for each month worked in the previous year to a maximum of ten (10) days.

(b) An Employee with more than one (1) year of service with the Employer as of January 1st in any calendar year, shall receive vacation pay and entitlement based on the Employees completed years of service at January 1st, in accordance with the following schedule;

Completed Years of Service at January 1st	Weeks of Vacation With Pay	Vacation Pay % Gross Earnings
1	2	4%
2 - 5	3	4%
5 - 10	4	6%
10 - 20	5	6%
20 or more	6	8%

(c) For the purpose of computing vacation entitlement, a week of vacation shall be considered as forty (40) hours.

(d) Part-time employees shall have their vacation entitlement and vacation pay pro-rated

(e) For the purposes of this Article gross earnings shall be defined as the Employees gross earnings, including all premium pay, earned in the previous calendar year.

(f) An Employee absent from work in any calendar year due to sickness, or as a result of an industrial accident for which the Employee is in receipt of Workers= Compensation Benefits, shall have such time added to the Employee=s gross earnings for that calendar year only, prior to calculating the appropriate percentage of such earnings for vacation pay entitlement.

(g) An Employee absent for the reasons set out in sub section (e) above, in excess of one (1) calendar year, shall receive no further adjustments to Agross earnings≅ for the purposes of calculating vacation pay until the calendar year in which the Employee returns to active employment.

15.02 Vacation Scheduling

(a) An Employee may request vacation entitlement and pay by providing the Employer with a minimum of five (5) calendar days notice prior to the commencement of such vacation.

(b) The Employer will approve vacation requests in conjunction with operational requirements and where vacation requests conflict, seniority shall apply.

(c) Unused vacation time may be carried over to the next year only upon the approval of the Employer.

(d) An employee who has scheduled a vacation period and is unable to take it because of sickness or accident may, upon notification to the employer, postpone such vacation provided that such vacation can be rescheduled within the same calendar year. Similarly, an employee who becomes sick or has an accident during a scheduled vacation period may, upon notification to the employer, be removed from vacation and placed on sick leave provided that his remaining vacation credits can be rescheduled within the same calendar year. In either case, sickness or accident must be substantiated by a doctor.

15.03 Vacation Pay Payment

(a) All Employees shall be paid vacation pay, accrued during the period January 1 to December 31 in a calendar year, on or before January 15th of the following calendar year. An Employee who is to be laid off may request payment of vacation pay, accrued from January 1 to the date of layoff in that calendar year, fourteen (14) calendar days prior to the date of such layoff.

(b) Employees shall have the option of retaining vacation pay or being paid the appropriate percentage basis as per Article 15.01

15.04 Termination of Employment

Vacation pay for Employees who leave the employment of the Employer for whatever reason shall be computed as follows:

(a) Employees who have not taken their accrued vacation entitlement from the previous calendar year shall be paid such entitlement and in addition shall be paid the appropriate percentage of gross earnings from January 1st in the year of termination to the date of termination.

(b) Employees who have taken their accrued vacation entitlement from the previous calendar year shall be paid the appropriate percentage of gross earnings based on such earnings from January 1st in the year of termination to the date of termination.

ARTICLE 16 - BENEFITS**16.01**

The benefits which were in effect as of January 1998, and described in the MSA/Blue Cross booklet covering "Anthem Properties Ltd. All employees" will apply to all full-time employees. The cost of the premiums will be born by the Employer. For the exception of the sick leave and the long term disability plans, part-time employees, at their option, may also be covered under this benefit plan, with the cost of the premiums being shared equally between the employer and the employee.

16.02 Basic Sick Leave Plan

The Employer will arrange for a Sick Leave Plan for full-time employees that will provide:

Twelve (12) days of sick credits per year, to a maximum of sixty (60) days. Employees qualify for their sick credits accumulated in a current year after they have worked five (5) days in that year. These days will be paid out at an employee's full daily straight time rate of pay for each day of sickness or accident. Following the expiration of the employee's accumulated sick credits, he will receive an amount equal to 66 percent (66%) of his regular wages up to a maximum period of 119 days, inclusive of his sick credits.

16.03

The Employer will match the contributions of full-time and part-time employees, to a Registered Retirement Savings Plan. The Employer's contribution will not exceed \$50.00 per month.

ARTICLE 17 LEAVE OF ABSENCE**17.01 Compassionate Leave**

Leave of absence on compassionate grounds will not be unreasonably withheld by the Employer.

17.02 Bereavement Leave

(a) When death occurs in an Employee=s immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, grandmother, grandfather, son-in-law, daughter-in-law), an employee upon request will be excused for up to three (3) working days.

(b) The Employee shall receive pay equal to the Employee=s regular daily pay, exclusive of all premium pay for any such excused shifts that would have been worked, provided it is established that there was a death in the immediate family.

(c) A request for additional time off will not be unreasonably refused provided such time is unpaid or, at the Employee=s request, vacation time.

17.03 Jury Duty

When an Employee is called for jury service, such Employee shall be excused from work on the days required to appear in court. An Employee called for jury duty, upon proof of such service and the amount of pay received thereof, will be paid whatever sum, if any is necessary, in addition to the fees received for jury duty service, to reimburse the Employee for lost earnings, exclusive of all premium pay, because of such jury duty.

17.04 Military Leave

When an employee is required by the Canadian Armed Services, or a Branch thereof, to participate in training, the employer shall make up the difference in pay lost as a result of such training. In no event will the employer be required to pay in excess of the equivalent of twenty-four (24) days pay in a calendar year.

Seniority shall continue to accumulate for all such time spent in the Military, provided however that the time spent does not exceed twelve (12) continuous months. In any event, an employee who returns following a military assignment, shall have the right to return to his former job or, if that job no longer exists, to another job of equal pay within the bargaining unit.

ARTICLE 18 TRAINING

18.01 Training Opportunities

If the Employer introduces scheduled training programs, the senior Employee available in the job classification shall be offered the first opportunity to train, provided such training does not interfere with operational requirements.

18.02 Optional Training

Where an employee elects to take part in an appropriate training program through external sources and such training is approved in writing in advance by the Employer, the Employee shall be reimbursed for the reasonable cost of the fee charged for such training.

ARTICLE 19 Bulletin Board

A bulletin board will be made available to the union for the purpose of posting information related to union activities.

ARTICLE 20 Protected Working Conditions and Practices

All working conditions and practices at present in force which are not specifically mentioned in this agreement and are not contrary to the terms herein, and which are considered by the employees to be to their benefit, shall continue in full force and effect.

ARTICLE 21 TERM OF AGREEMENT

21.01 Term

This agreement shall become effective on the 1st day of _____, 1997 and shall remain in effect until midnight the 31st day of _____, 1999, and thereafter from year to year until either party shall give notice in writing to the other party of a desire to terminate the same at least thirty (30) days prior to its expiry date.

21.02

This collective agreement shall remain in full force and effect until a new collective agreement is reached.

20.03 Exclusions - Labour Relations Code of BC

The Parties hereto agree to exclude the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

IN WITNESS WHEREOF the parties hereto have affixed their hands, through their respective officers on the Day of 1998.

On Behalf Of:
G.C. WANETA PLAZA MALL

**UNITED STEELWORKERS OF
AMERICA, LOCAL 9705**

APPENDIX AA" SALARIES

Janitor/Maintenance Employees

As of the effective date of this Collective Agreement, all employees shall be classified as Janitor/Maintenance employees and paid in accordance with the following:

Effective April 1, 1998, all employees shall receive an increase of \$1.50 per hour.

Effective April 1, 1999, all employees shall receive an increase of \$1.50 per hour.

Effective March 31, 2000, Jason DeRosa, Randy Johnson, and Tom Blackwell shall receive \$.284 per hour to bring them up to the standard rate of \$13.28 per hour for the Janitor/Maintenance classification.

Rob Howes will be grandfathered at an hourly rate that continues to provide a differential of \$1.76 per hour above the standard rate set for the Janitor Maintenance classification.

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