

**COLLECTIVE AGREEMENT**

between

**Bentall Real Estate Services**

**Limited Partnership**

and

**International Union of Operating**

**Engineers, Local 882**

**Term of Agreement:** January 1, 2008 to December 31, 2010

## TABLE OF CONTENT

<b>ARTICLE 2 - PERIOD OF AGREEMENT</b>	<b>3</b>
<b>ARTICLE 3 - UNION SECURITY</b>	<b>4</b>
<b>ARTICLE 4 - SENIORITY</b>	<b>5</b>
<b>ARTICLE 5 - INFORMATION</b>	<b>6</b>
<b>ARTICLE 6 - MANAGEMENT</b>	<b>6</b>
<b>ARTICLE 7 - WORKING HOURS AND WAGES</b>	<b>7</b>
<b>ARTICLE 8 - ANNUAL VACATIONS</b>	<b>11</b>
<b>ARTICLE 9 - STATUTORY HOLIDAYS</b>	<b>12</b>
<b>ARTICLE 10 - BEREAVEMENT LEAVE</b>	<b>13</b>
<b>ARTICLE 11 - JURY DUTY</b>	<b>13</b>
<b>ARTICLE 12 - HEALTH AND WELFARE</b>	<b>14</b>
<b>ARTICLE 13 - GENERAL</b>	<b>15</b>
<b>ARTICLE 14 - GRIEVANCE PROCEDURE</b>	<b>16</b>
<b>ARTICLE 15 - ARBITRATION</b>	<b>17</b>
<b>ARTICLE 16 - STRIKES AND LOCKOUTS</b>	<b>18</b>
<b>ARTICLE 17 - TECHNOLOGICAL CHANGE</b>	<b>19</b>
<b>ARTICLE 18 - TEMPORARY OR CASUAL WORK</b>	<b>19</b>
<b>ARTICLE 19 - TEMPORARY ASSIGNMENTS</b>	<b>20</b>
<b>ARTICLE 20 - SUBCONTRACTORS</b>	<b>20</b>
<b>ARTICLE 21 - SEVERANCE</b>	<b>20</b>
<b>ARTICLE 22- OCCUPATIONAL HEALTH &amp; SAFETY</b>	<b>21</b>
<b>ARTICLE 23- HARASSMENT</b>	<b>21</b>
<b>ARTICLE 24 – PRIVACY ACT</b>	<b>21</b>

**THIS MEMORANDUM OF AGREEMENT FOR LANGUAGE RENEWAL OF COLLECTIVE AGREEMENT** executed the 5<sup>th</sup> day of 2008

**BETWEEN: BENTALL REAL ESTATE SERVICES LIMITED PARTNERSHIP**

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882,**  
in the Province of British Columbia

(hereinafter called the "Union")

PARTY OF THE SECOND PART

**ARTICLE 1 - PREAMBLE**

The mutual interest of the Employer and the Union and its membership is hereby recognized, and the parties to this Agreement are pledged to assist in the operation of the Building Complex, as defined in the Labour Relations Board Certification as varied on June 25, 2002, a copy of which is included at the final page of this agreement, under methods that will promote safety and efficiency to the fullest extent.

**ARTICLE 2 - PERIOD OF AGREEMENT**

The Employer and the Union agree one with the other that they will abide by the terms of this Agreement from **January 1, 2008** to **December 31, 2010** and from year to year thereafter, provided that if either party desires to change, add to or amend or terminate this Agreement it may give to the other party written notice to that effect within four (4) months prior to the expiry date of this Agreement or any renewal thereof.

The operation of Sections 50(2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

### **ARTICLE 3 - UNION SECURITY**

- (a) Whenever new employees are required in classifications covered by the Union, the said Union shall be given the first opportunity to furnish such help satisfactory to the requirements of the Employer. In the event that the Union is unable to supply such help within five (5) working days of notification, the Employer shall be free to fill the job from any source.
- (b) New employees shall make application to join the Union upon commencement of employment with the Employer and shall become members of the Union and remain in good standing as a condition of continued employment with the Employer.
- (c) No employee shall be subject to any penalties against his/her application for membership or reinstatement except as may be provided for in the By-laws or Constitution of the Union.
- (d) The Employer agrees to endeavour to permit the Business Agent of the Union or his/her representative to speak with the Union Steward for a reasonable period of time during working hours at a place outside of the working areas. The Union will notify the Employer of visits by contacting the General Manager in advance by facsimile, e-mail or telephone.
- (e) All new employees shall be considered as probationary employees for a period of sixty (60) working days to determine their compatibility and capability. Should a probationary employee for any reason in the opinion of the Employer be found unsuitable, he/she may be terminated on twenty-four (24) hours notice, except for cause, when he/she may be terminated forthwith. All other benefits of this Agreement will be recognized.
- (f) The Employer shall honour all check-off authorization cards signed by an employee and pay such dues and annual assessments to the Union by the 15th day of the month in which they are due.
- (g) All dues, remittances and assessments to be shown on T-4 slips.
- (h) The Employer shall provide a bulletin board approximately four (4) feet by four (4) feet for the use of the Union to post information on the Union and its issues in the Engineer's workshop or office.

## ARTICLE 4 - SENIORITY

- (a) Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer and shall prevail on a classification wide basis in the Bargaining Unit.
- (b) The Employer will maintain a seniority list showing the date upon which each employee's seniority commenced. **Upon request**, the Employer will supply the Union **and Shop Steward** with an up to date copy of the seniority list for the purpose of vacation entitlements, benefits, vacancies, **lay off** and postings. A copy of the list will be posted on the bulletin board.
- (c) When filling vacancies, the qualifications of the employees shall be given first consideration, and, if there is any choice to be made between two or more employees who have relatively equal qualifications in the judgement of the Employer, the employee having the greater seniority shall receive the preference. An employee promoted or transferred to a higher paid job shall have forty-five (45) working days within which he/she may decide to revert to his/her former job and should he/she decide to revert, he/she must give the Employer reasonable notice. A promoted employee shall be considered to be serving a trial period of forty-five (45) days, and the employee may be required by the Employer to revert to his/her former job at the end of the trial period should it be found that he/she is not capable of performing his/her job. Such decision shall be subject to the Grievance Procedure of this Agreement.
- (d) When reducing the work force, the employee or employees having the greater seniority in the employ of the Employer shall be laid off in the reverse order of their seniority (but recalled first). Where employees are transferred into the Bargaining Unit, seniority starts on the starting date for the purpose of lay-off only. Employees of Bentall Real Estate Services Limited Partnership who transfer into the bargaining unit will have their seniority transferred for the purpose of vacation entitlement only.
- (e) **The company consents that an employee may choose to retire as early as age fifty-five (55) or choose to postpone retirement up to age sixty-nine (69)**, but in the event that an employee is able and willing to perform his/her duties beyond that **age** he/ she may in the sole discretion of the Employer be retained in his/her employment. A genuine effort should be made by the Employer to accommodate a workable solution for both parties. If an employee is allowed to work beyond **sixty-nine (69)** years of age, the Employer reserves the right to release employment with six (6) months notice.

- (f) An employee will lose his/her seniority and will be considered to have terminated his/her employment for any of the following reasons:
- (i) if he/ she quits or retires;
  - (ii) if he/ she is discharged and such discharge is not reversed through the Grievance Procedure;
  - (iii) if he/she is laid off and fails to return to work within ten (10) working days after he/she has been notified to do so by registered mail to his/her last known address;
  - (iv) if he/she overstays a leave of absence for more than three (3) working days without cause acceptable to Management;
  - (v) if he/she absents himself for more than three (3) working days without notifying the Employer, provided that in the event that an unexpected accident or illness prevents the employee from advising the Employer immediately, he/she must do so as soon as possible and must supply medical certificates where so requested;
  - (vi) if an employee has been on lay-off for a period of one (1) year or more.

## **ARTICLE 5 - INFORMATION**

The Employer subscribes to the principle that a well informed employee promotes harmony and safety. Where the Company employs contractors, the employees scheduled to be on shift when a contractor is to be employed shall be notified in advance. Where reasonable, employees are to be notified well in advance of major projects, and are to be informed of the working plan, with relative duties defined.

- (a) **The Chief Engineer will provide all union employees with a list of emergency contacts agreeable to the Employer.**
- (b) **The Chief Engineer shall provide a contact procedure for after hours and weekend emergency procedures, agreeable to the Employer.**

## **ARTICLE 6 - MANAGEMENT**

Management's rights customarily exercisable by the Employer (unless expressly limited to this Agreement) are reserved to and vested exclusively in the Employer, and without limiting the foregoing includes the direction of its working forces, the right to hire, transfer, promote, demote, establish reasonable rules of conduct, discharge for cause, increase or decrease the working force as necessary or to make assignments and shift changes provided that this will not be used for purposes of discrimination against any member of the Union.

## ARTICLE 7 - WORKING HOURS AND WAGES

- (a) The work week for employees shall be forty (40) hours per week and eight (8) hours per day, exclusive of lunch periods, which shall be unpaid. Where an employee is required to work during his/her lunch period he/she shall be paid at the rate of double his/her regular straight time rate for the whole of the lunch period but not more and a substitute lunch period will be scheduled later in the shift, where possible. The Employer shall provide a work schedule for each employee, indicating the thirty (30) minute unpaid lunch break approximately midway between each half shift, and two (2) fifteen (15) minute rest breaks, as per Article 13(b). Where the breaks cannot be taken, they will be substituted at a later time or the employee can leave early subject to the approval of the Chief Engineer or designate.
- (b) Time worked in excess of forty (40) hours per week and eight (8) hours per day shall be considered overtime, provided that the overtime is approved by the Employer. The Employer shall provide employees with a list of contacts to approve overtime.
- (c) An employee shall be paid two times (2X) their regular rate for all hours worked in excess of eight hours in any one (1) day. An employee shall receive double time (2X) for all hours worked in excess of forty (40) hours per week. For the purpose of this Article the week begins at midnight on Friday.

**No employee shall work more than twelve (12) hours continuous overtime.**

- (d) **Overtime shall be fairly and evenly distributed to all employees.** Overtime to be converted to time off at employee's written request at time of submitting overtime work sheet. A maximum of forty (40) regular hours, or twenty (20) double time hours can be accumulated per six (6) months period.

By mutual agreement between the Employer and the Union, overtime as defined in this Article, will be paid or banked as follows:

1. overtime rate to be paid for all overtime, or
2. overtime to be converted to banked hours at the applicable rate and banked for subsequent utilization as time off.

**Preference for banking or being paid for overtime shall not be a condition of assigning overtime when selecting employees for overtime.**

Banked time shall be utilized at a time mutually agreed to by the employee and the Employer and shall be taken within six (6) months and, if not so taken, shall be paid in the next following pay cheque. The Employer shall make every reasonable effort to allow employees to utilize banked overtime.

**The scheduled “on-call” employee shall receive the first refusal for any overtime on Saturday, Sunday and Statutory holidays. Subject to the Employer or Chief Engineers right to assign overtime on expertise required.**

- (e) Pay cheques will conform with the *Employment Standards Act – Section 27* for all International Union of Operating Engineers, Local 882 members.
- (f) In the event of an employee is asked to come back to the work site at times when he/she would normally be off duty, he/she shall receive a minimum of four (4) hours pay at the overtime rate.
- (g) In the event that the Employer directs an employee to temporarily fill a higher rated position he/she shall be paid at the higher rate applicable to that position. If an employee temporarily renders service in a position paying a lower rate of pay his/her wages shall not be reduced. Shift changes shall require five (5) working days notice. **Or the shift shall be paid at the overtime rate.**

**An employee shall have not less than twelve (12) hours off between shifts or as governed by the labour code.**

- (h) The Employer agrees to pay all employees every two (2) weeks not less than the following schedule of wages:

Classification	Current	Effective Jan 1, 2008 \$0.90	Effective Jan 1, 2009 \$0.90	Effective Jan 1, 2010 \$0.90
Chief Engineer – 3 <sup>rd</sup> Class	\$35.34	\$36.24	\$37.14	\$38.04
Assistant Chief Engineer – 4 <sup>th</sup> Class	\$33.23	\$34.13	\$35.03	\$35.93
Lead Hand	\$32.18	\$33.08	\$33.98	\$34.88
Maintenance Mechanic	\$29.46	\$30.36	\$31.26	\$32.16
Operator	\$26.47	\$27.37	\$28.27	\$29.17
Utility Person 1	\$24.25	\$25.15	\$26.05	\$26.95
Utility Person 2 *	\$14.84	\$15.74	\$16.64	\$17.54

\* Utility 2 shall receive twenty percent (20%) above the base rate in lieu of benefits. Utility 2 shall be temporary positions only involving semi-skilled work (painting, cleaning, etc.). Utility 2 shall not cover shifts or any other positions.

\* Lead Hand position to be deleted upon retirement of Lead Hand.



(i) With the exception of the Chief Engineer, Assistant Chief and Lead Hand, any employee placed in charge of two (2) or more Utility persons shall be paid ten percent (10%) above his/her straight time rate.

(j) **Effective January 1<sup>st</sup>, 2008 the afternoon shift differential rate shall be one dollar and seventy-five cents (\$1.75) per hour.**

**Effective January 1<sup>st</sup>, 2008 the weekend shift differential shall be one dollar and seventy-five cents (\$1.75) per hour.**

(k) Any job category not listed in this Agreement or new job category which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, or in reclassifying any position of an employee which may be in dispute, the matter may be submitted to arbitration under Article 15 of this Agreement.

(l) **Pager/ Cellular Phone Allowance – On Call Policy and Compensation**

**To provide our Tenants with the best possible service, Bentall has implemented an “on-call” rotation in order to respond to building emergencies and tenant requirements 24 hours a day, 7 days a week.**

**Designated positions that are required to participate in the on-call schedule for after hour service requests and building emergencies will be compensated as follows:**

Employees required to carry a pager/cellular phone off the Bentall Centre premises on a Saturday, Sunday or statutory holiday will receive one (1) hours pay per day at an **overtime rate** of two (2X) times the normal hourly rate. **An afternoon and weekend shift differential shall be applied for each day; as per Article 7(j).**

Carrying a pager/ cellular phone will not be considered in the calculation of overtime for a day or for a week under Article 7(c).

**Employees required to carry a pager/ cellular phone off the Bentall Center premises during the Monday to Friday weeknights coverage will receive four (4) hours pay per week at straight time, with an after hour shift differential for each hour.**

**Weekly “on-call” hours are considered to be the following:**

- (a) **Monday thru Friday – after normally scheduled business hours**
- (b) **Saturday, Sunday and Statutory holidays – all day**

**The weekly on-call coverage is scheduled in a rotation based on seniority, any vacation, sick time, etc. where no relief is available will be covered by the Chief, Assistant Chief or Lead Hand. This schedule and the weekend schedule will be e-mailed every week, one (1) week in advance.**

**Employees will receive a minimum of four (4) hours at two times (2X) their normal rate of pay in the event that an emergency situation requires on-site attendance, as per Article 7(f).**

**On-call compensation shall be paid in accordance with bi-weekly payroll cycle.**

**An employee shall not be “on call” more than three (3) consecutive days on weekends. Weekends in excess of three (3) days to be split with other employee(s).**

**Should an employee be required to use a taxi to attend an emergency “call in” the employee will be reimbursed for the cost of the taxi.**

**Duties and Responsibilities:**

- 1. Employees are expected to carry a pager and/ or blackberry/ cell phone (provided by Bentall) at all times and be available to address any issues associated with the designated properties on the schedule.**
- 2. Employees shall respond within thirty (30) minutes to all calls.**
- 3. Whenever possible, employees are expected to trouble-shoot issues via telephone and travel to a designated property only if a situation requires on-site attendance.**
- 4. In the event that a situation warrants escalation to a more senior person, the employee will ensure the appropriate person is contacted.**
- 5. Other than in an emergency, overtime must be approved prior to occurrence. Overtime pay is subject to manager review and approval.**
- 6. All efforts are to be made to safeguard the property and its’ assets, the assets of Bentall and its’ clients and owners.**

**(m) Relieving the Chief Engineer**

**When the Chief Engineer is away from the building for more than four (4) days (weekends, stats included), a relief shall be appointed by the Chief Engineer or the Employer to cover his/her duties and responsibility. This employee shall be paid the Chief Engineer’s rate for the time he/she replaces the Chief Engineer.**

(n) Job Vacancies

- (i) All vacancies or new positions shall be posted within the bargaining unit for a period of five (5) days provided that the Employer has notified the Union. Present employees shall be given first consideration of the vacated or new position.
- (ii) Should a job become vacant temporarily due to illness, accident, leave of absence because of failure of an employee to report to work, or should it become necessary for the Employer, as a temporary measure, to suspend a part of its operation, the Employer may assign an employee temporarily to the vacancy or to another job without reduction in wage rate and without regard to seniority for a period of seventy-two (72) hours. No employee should be displaced from their job because of a temporary assignment of another employee. Should the temporary vacancy continue beyond the seventy-two (72) hours, then available jobs will be filled in accordance with sub-clause (i) of this article and in accordance with the Collective Agreement.

**ARTICLE 8 - ANNUAL VACATIONS**

- (a) Employees who have been employed by the Employer for a continuous period of one (1) year shall receive three (3) weeks vacation and shall receive as vacation pay 6 1/2% of their gross annual earnings. Should any employee leave the employ of the Employer prior to completing one full year's employment the amount of vacation pay shall be based on 6 1/2% of his/her accrued earnings to his/her termination date.
- (b) Employees who have been employed by the Employer for a continuous period of four (4) years shall receive four (4) weeks vacation and shall receive as vacation pay 8 1/2% of their gross annual earnings.
- (c) Employees who have been employed by the Employer for a continuous period of fourteen (14) years shall receive five (5) weeks vacation and shall receive as vacation pay 10 1/2% of their gross annual earnings.
- (d) Employees who have been employed by the Employer for a continuous period of twenty-one (21) years shall receive (6) weeks vacation and shall receive as vacation pay 12 1/2% of their gross annual earnings.
- (e) When an employee's scheduled vacation coincides with a paid Statutory Holiday or another day established by Statute or decreed by the Employer for its observance, such vacation day shall be taken either on the day immediately prior or following the scheduled vacation period.

- (f) The time during which an employee takes his/her annual vacation shall be determined by mutual agreement between the Employer and the employee.

Earned vacation will be utilized within the calendar year (i.e., January 1st to December 31st) with a 5-day carry-over period of vacation entitlement from year to year. All vacation will be selected by the end of February on the basis of seniority.

- (g) Vacation pay to be included and shown on every pay cheque.
- (h) Vacation to be paid at time of vacation based on earned amount of vacation days at that point in the year. Any additional monies to be adjusted as of December 31<sup>st</sup> of that year.
- (i) **If an employee becomes sick or injured while on vacation, the vacation may be rescheduled by mutual consent between the Employer and employee.**

## **ARTICLE 9 - STATUTORY HOLIDAYS**

- (a) There shall be no lapse in compensation at the employee's regular straight time rates for the following Statutory Holidays:

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

and such other day(s) as the Federal or Provincial Government may proclaim.

- (b) All work performed on any Statutory Holiday shall be paid for at the rate of double time (2X) in addition to the Holiday Pay provided for in Article 9 (a).

By mutual agreement between the Employer and the Union, any overtime earned pursuant to this Article, will be paid or banked as follows;

1. the Employee to receive Holiday pay as provided for in Article 9 (a), and
2. the premium time earned by working the Statutory Holiday shall be banked for subsequent utilization as time off.

Banked time shall be utilized at a time mutually agreed to by the employee and the Employer and shall be taken within six (6) months and, if not so taken, shall be paid in the next following pay cheque.

- (c) If any of the above-noted Statutory Holidays fall on an employee's day off and another day is established by Statute or regulation for its observance, the day so established shall be deemed the Holiday for the purpose of this Agreement.
- (d) In the event that a Statutory Holiday falls on an employee's normal day off, he/she shall be granted an additional day off within thirty (30) days.
- (e) Each year, between January 1<sup>st</sup> and December 31<sup>st</sup>, each employee shall be entitled to a floater day - one (1) day off with pay in addition to the Statutory Holidays described above and **two (2) personal days as per the Company Policy**. The day off with pay shall be taken at a time satisfactory to both the Employer and the employee.

#### **ARTICLE 10 - BEREAVEMENT LEAVE**

In the event of the death of a husband, wife, **partner**, child, father, mother, sister, brother, grandparents, grandchildren, father-in-law or mother-in-law of an employee, or common law spouse, common law father-in-law or common law mother-in-law of an employee, the employee shall be granted up to three (3) days off without loss of wages if the funeral will take place within one hundred (100) miles or less of the city limits of the City of Vancouver, or up to five (5) days off if the funeral will take place more than one hundred (100) miles of the city limits of the City of Vancouver, to arrange for or attend the funeral. Bereavement Leave shall be available to employees on vacation, but shall not be available to employees on other authorized leaves of absence.

**Additional bereavement leave may be granted with or without pay depending on circumstances and travel distances.**

**Also, employees may be granted one half (1/2) days leave with or without pay depending on the circumstances to attend a funeral as a pall bearer or mourner.**

#### **ARTICLE 11 - JURY DUTY**

In the event that an employee is required to attend the empanelling of a jury or to undertake jury duty or to attend as a witness in a Court of Law or Coroner's Court, he/she shall be paid his/her usual wages during such absence less the amount he/she shall receive for such attendance. The employee must show proof of attendance upon the request of the Employer. Hours paid for such duty will be counted as hours worked for the purpose of the work week, but will not be counted as hours worked for the purpose of computing overtime. Such time shall be considered as worked time and shall not affect seniority and other benefits.

**If an employee's vacation is interrupted by jury duty, the vacation may be rescheduled by mutual consent between the Employer and the employee.**

## ARTICLE 12 - HEALTH AND WELFARE

- (a) **The employees were covered under an Employer paid Flex Plan until March 31, 2006. Effective April 1, 2006 and by mutual agreement between the Company and the Union, the Company removed flexible options and continues to maintain an Employer paid traditional group benefit plan.**
  - (i) **The Employer will provide pension and benefit information upon request to the union or employees.**
  - (ii) **The Employer will facilitate self payment of benefit plans for any retiring employee.**
- (b) New employees will be eligible for coverage on the first of the month which follows thirty (30) calendar days of continuous employment.

### (c) Pension Plan

The Employer shall provide a pension plan and contribute seven percent (7%) per year of an employee's straight time earnings into the pension plan, for all existing employees.

**Employees hired after January 1, 2004** shall receive pension contributions as per new Pension Plan with matching Employer/ Employee contributions **as defined by the plan documents.**

Note - straight time earnings include regular pay and shift/weekend premiums on an annualized basis.

- (d) An employee shall provide a doctor's note after three (3) days, or sooner with reasonable justification, if requested by Management.
- (e) There shall be a Long Term Disability Plan for employees covered by this agreement. The employee shall pay the premium for this benefit. **The employee shall, after fifteen (15) weeks of short term disability, be eligible for long term disability benefits on a non taxable basis. The monthly benefit to be received shall be in accordance with the Company's group policy.**

**The monthly benefit is to be calculated as follows:**

**66.67% of the first \$2, 250.00 of monthly basic earnings plus**

**50% of the next \$3,500.00 plus**

**40% of the balance of basic monthly earnings, if any, up to a maximum benefit of \$8,000.00 per month.**

- (f) RETIREMENT AWARD & LONG SERVICE AWARD  
As per current Company policy.
- (g) All employees to be given a current Company Benefits and Policies binder.
- (h) **In case of an employee's death, these awards shall be given to the assigned beneficiary.**

### ARTICLE 13 - GENERAL

- (a) The Employer shall provide each employee with appropriate work clothing and launder them at no cost to the employee.

To the extent that the Workers' Compensation Board deems it necessary or as the Employer may deem appropriate, footwear which meets the standards set down by the Workers' Compensation Board and/or deemed appropriate by the Employer shall be provided by the Employer to the employee at no cost. Any footwear provided by the Employer will be considered part of the uniform and worn as such. Employees to purchase appropriate footwear and be reimbursed by the Employer within a reasonable period of time.

- (b) All employees shall be granted one (1) thirty (30) minute unpaid lunch break, and two (2) fifteen (15) minute rest breaks approximately midway between each half shift. Breaks as per Article 7 (a).
- (c) The Employer may in its sole discretion, grant an unpaid leave of absence where it does not interfere with the efficient operation of the Building Complex. No reasonable request will be denied.
  - (i) **An employee on leave of absence will be permitted to self pay and continue on the companies health and welfare benefit plan.**
- (d) If employees are required to have their own tool kits, the Employer shall provide suitable storage space for the kits.
- (e) If an employee is unable to work due to an injury covered by the Workers' Compensation Act the Employer will continue to pay their share of the premiums for Health and Welfare coverage as provided for in Article 10 for a period of six (6) MONTHS following the day on which the injury occurred.

- (f) The employee shall pay the costs of tuition, books and fees of courses approved or recommended by the Employer. The costs will be paid on satisfactory completion of a course only.

The Employer will also arrange shift change, flexible hours and time off, if required, for approved seminars, courses and tests/exams.

- (g) A paid emergency medical leave of three (3) days shall be granted to employees at regular straight time rate to care for his/her immediate family (wife, husband, common-law spouse, child, **partner**). A doctor's certificate must be provided.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

- (a) Wherever in this Article time is provided for the doing of any act or thing, such time shall be exclusive of Statutory Holidays and Sundays. A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement. The grievance shall be submitted in writing within the mandatory time limits provided herein and shall be signed by the employee directly involved. An earnest effort will be made on the part of both parties to settle the dispute promptly. The procedure for adjustment of disputes and grievances shall be as follows:

- (i) **STEP 1**

By a discussion between the employee and his/her immediate supervisor within five (5) working days of the origin of the dispute or grievance. If a satisfactory settlement cannot be reached, then

- (ii) **STEP 2**

The grievance shall be reduced to writing and presented to the Employer's designate who shall give a written reply within three (3) working days upon receipt of the written grievance.

- (iii) **STEP 3**

Failing a satisfactory settlement of the grievance under Step 2, a meeting shall be arranged with the employee, his/her Steward or alternate, the Business Manager or designate and such Employer's representatives as the Employer deems advisable. The decision of this meeting shall be given in writing within three (3) working days thereof.

- (iv) **STEP 4**

If a satisfactory settlement is not reached, the grievance may be referred to arbitration providing this is done by notice in writing to the other party within ten (10) calendar days of the reply from the meeting.



- (b) Either the Union or the Employer shall have the right to file a grievance regarding the interpretation, application or administration of this Agreement at Step 2 of the Grievance Procedure. No grievance shall be filed under the Section which could be filed by an individual employee.
- (c) An employee who claims that he has been wrongfully discharged may lodge a grievance within three (3) working days after actual discharge and such grievance shall be taken up at Step 2 of the Grievance procedure. A Board of Arbitration that has jurisdiction to deal with a discharge may reinstate an employee with or without compensation for wages lost.
- (d) The time limits under this Grievance Procedure may be waived where mutually agreed.
- (e) The employees or the Union shall appoint one Shop Steward and the Employer shall be notified of the name of such Shop Steward. If the Shop Steward is absent from work for any reason, an alternate Shop Steward may be appointed in his/her stead.
- (f) Any letters of discipline put into an employee's file shall be purged after eighteen (18) months. Purged letters of discipline may not be used against the employee in any case.

#### **ARTICLE 15 - ARBITRATION**

- (a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined above, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- (b) The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman, chosen by the other two members of the Board.
- (c) The request by either party for a Board shall name the first party's appointee to the Board. The recipient of the notice shall within five (5) days advise the other party of the name of the appointee to the Arbitration Board.
- (d) Should the person chosen by the Employer and the person chosen by the Union to act on the Board fail to agree on a third person within five (5) days of the appointment of the second of them, the Minister of Labour for the Province of British Columbia will be asked to appoint an impartial third member to act as Chairman.
- (e) No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

- (f) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman shall govern.
- (g) As an alternative to ARTICLE 15 (a) through (f), the parties to this Agreement may use, if it is mutually agreed to do so, the Industry Troubleshooter.

Where a difference arises between parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a nominee or a substitute agreed to be the parties, shall:

1. investigate the difference;
2. define the issue in the difference; and
3. make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure. The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his/her substitute.

Should the parties fail to agree upon a person willing to act, either of them may apply to the Minister of Labour for the Province of British Columbia to appoint such a person.

Suggested Nominee is as follows: **Wayne Moore**

## **ARTICLE 16 - STRIKES AND LOCKOUTS**

- (a) During the life of this Agreement, there shall be no strikes, slow-down, sit-down or sympathetic strikes by any employee or sanctioned by the Union, and there shall be no lockouts by the Employer.
- (b) It shall not be a violation of this Agreement for an employee to refuse to cross a lawful picket line of any other bargaining authority certified with respect to the business of the Employer, Bentall Real Estate Services Limited Partnership at the Bentall Centre Buildings, Vancouver, B.C., where such bargaining authority is engaged in a lawful strike against the Employer.

## ARTICLE 17 - TECHNOLOGICAL CHANGE

- (a) The Employer will give the Union at least six (6) month's notice of any contemplated technological change which may affect any employee.
- (b) In the event of a termination(s) due to technological change, the Employer shall make every effort to retain employees in other classifications. Where an employee cannot be retained in another classification and has been employed by the Employer for a continuous period of not less than five (5) years he shall receive severance pay of one weeks pay at his/her regular straight time rate for each year of completed continuous service with the Employer.
- (c) Severance pay will not be paid:
  - (i) where an employee is offered **and accepts** comparable alternative employment by the Employer or one of its related companies within sixty (60) days of the employee's termination, such alternative employment shall be located within a reasonable distance of Vancouver;  

An employee choosing severance pay may do so in writing, acknowledging that seniority is relinquished within thirty (30) days of layoff.
  - (ii) to an employee whose seniority is lost as a result of operations being shut down (either temporarily or permanently) because of a strike, picket line or any other group action.

## ARTICLE 18 - TEMPORARY OR CASUAL WORK

The parties to this Agreement recognize the temporary nature of certain work required to be done intermittently for the efficient operation of the Employer and that the Employer has hired students essentially during the summer vacations to carry out casual work. Such casual work may be done by a person hired by the Employer on a casual or intermittent basis, provided that at no time shall a person carrying out such temporary or casual work displace a regular employee, or carry out work that can be performed by an available regular employee.

## **ARTICLE 19 - TEMPORARY ASSIGNMENTS**

Should a job become vacant temporarily due to illness, accident, short or long term disability, time off, leave of absence, failure of an employee to report for work; or should it become necessary for the Employer, as a temporary measure, to suspend or shift a part of its operation, the Employer may assign an employee temporarily to the vacancy or to another job without reduction in wage rate and hours. No employee shall be displaced from his/her job because of a temporary assignment of another employee. Should the temporary vacancy continue beyond the seventy-two (72) hours, then available jobs will be filled in order of seniority, subject to the necessary skills and ability of an employee in any case to perform the job. The borrowed employee shall retain his/her rate of pay. If the borrowed employee is borrowed into a higher classification, the rate of pay for that classification shall apply.

## **ARTICLE 20 - SUBCONTRACTORS**

Work within the Bargaining Unit shall be performed by those persons coming within the Bargaining Unit who are members of the appropriate Union as prescribed herein, or who are eligible to become members. However, it is agreed that the Employer may contract out repairs, maintenance and capital work so long as this action does not result in the loss of employment by any employee.

Union to be consulted on related work prospects, to explore with the Employer the feasibility of obtaining the work or part of the work.

## **ARTICLE 21 - SEVERANCE**

Where an employee is laid off by the Employer and loses his/her seniority under Article 4 of this Collective Agreement, the Employer shall pay to the employee a severance payment as follows:

Less than five (5) years of continuous employment, but more than three (3) years, five (5) weeks pay at his/her regular straight time rate.

Five (5) years or more of continuous employment, one (1) week pay at his/ her regular straight time rate for each year of continuous service with the Employer to a maximum of eighteen (18) weeks.

**ARTICLE 22- OCCUPATIONAL HEALTH & SAFETY**

The Company will make reasonable provisions for the safety and health of its employees during working hours. The Company shall provide specialized protective devices and wearing apparel that the Company requires to protect the employees from injury. The Union recognizes its responsibility and will cooperate with the Company in actively promoting employees to follow and observe safety programs in the work place. The Bentall Centre Occupational Health Safety & Environment Committee will establish its own procedures and programs, which will be consistent with the **Worksafe BC Regulations**. The Committee will actively participate in safety and accident investigations.

**ARTICLE 23- HARASSMENT**

Bentall Real Estate Services Limited Partnership (the Employer) is committed to providing a work environment that is free of harassment & supportive of the productivity, dignity and self-esteem of every employee. The Employer and the Union will not condone nor tolerate harassment in the work place. Allegations of harassment will be investigated and, if established, will result in discipline, up to and including discharge of the offending supervisor or employee.

The Employer, employee and Union agree to abide by the Employer’s harassment policy, subject to the requirements of the *Human Rights Code of British Columbia* and the provisions of the Collective Agreement.

**ARTICLE 24 – PRIVACY ACT**

Both parties shall follow all pertinent *Privacy Act* policies in force for their respective businesses.

**IN WITNESS WHEREOF** the Parties have hereunto set their hands and seals the day and year first above written.

**BENTALL REAL ESTATE  
SERVICES LIMITED PARTNERSHIP**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 882**

\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_

\_\_\_\_\_  
Business Manager