

**MAINTENANCE/SKILLED TRADES**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CADILLAC FAIRVIEW CORPORATION LIMITED  
PACIFIC CENTRE**

**- AND -**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882**

**MARCH 1, 2010 TO FEBRUARY 28, 2013**

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**THIS AGREEMENT executed on the 18<sup>th</sup> day of March, 2010 and retroactively effective to the 1<sup>st</sup> day of March, 2010.**

**BETWEEN:**

**THE CADILLAC FAIRVIEW CORPORATION LIMITED (Pacific Centre and Pender Place), in the Province of British Columbia;**

**(hereinafter called the “Employer”)**

**AND:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 882 in the Province of British Columbia;**

**(hereinafter called the “Union”)**

**1. PREAMBLE**

The mutual interest of the Employer and Union and its membership is hereby recognized, and the parties to this Agreement are pledged to assist in the operation of the Building Complex under methods that will promote safety and efficiency to the fullest extent.

The parties agree that the tenants of Pacific Centre / Pender Place are our customers and that as such they are entitled to unparalleled service. We will strive to make a meaningful contribution to their satisfaction and success. The service cornerstones are:

- Understand each customer and their unique needs;
- Anticipate those needs and exceed expectations;
- Attend to problems properly and follow up to ensure satisfaction;
- Make every tenant and Centre visitor feel welcome;
- Always be courteous and professional.

**2. PERIOD OF AGREEMENT**

- (a) The Employer and the Union agree one with the other that they will abide by the terms of this Agreement from **March 1<sup>st</sup>, 2010 to February 28<sup>th</sup>, 2013** 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 at any time within four (4) months prior to the expiry date of this Agreement or any renewal thereof; and
- (b) The operation of Section 50(2) of the Labour Relations Code (British Columbia) is hereby excluded.

- (c) The concept of joint consultation is to be encouraged as it relates to communication and the general operation of the project. To this end one hour meetings are proposed for the first available Monday of each month, at 10:00 a.m. in the management office. The union will appoint reasonable representation from the membership.

### 3. UNION SECURITY

- (a) New Employees shall within the first seven (7) days of employment make application to join the Union and maintain such membership as a condition of continuous employment.
- (b) No Employee shall be subject to any penalties against their application for membership or reinstatement except as may be provided for in the By-laws or Constitution of the Union.
- (c) It is agreed that the Employer shall hire only applicants for employment who are members of the Union. The Union shall furnish applicants upon the Employer's request provided that if the Union is unable to furnish satisfactory applicants within two (2) days, the Employer may hire applicants who are not members of the Union but such applicants shall become, and remain members of the Union as required by (a) above.
- (d) All new Employees shall be considered as probationary Employees for a period of ninety (90) working days commencing the first day of employment to determine their compatibility and capabilities. **Probationary employees may be terminated for any reason as long as the decision is not made in an arbitrary, discriminatory or bad faith manner.** A probationary Employee shall not have any seniority until the probationary period has been completed. Upon completion of the probationary period the Employee's seniority shall be retroactive to the first day of employment.
- (e) The employer agrees to endeavor to permit the Business Representative of the Union or their representative to speak with the Union Steward for a reasonable period of time during working hours at a place outside of the working areas.
- (f) The Company personnel outside the Bargaining Unit shall not perform work normally performed by members of the Bargaining Unit except for the purposes of instruction, experimentation with new processes or equipment or in emergencies when regular qualified Employees are not available.

### 4. SENIORITY

- (a) Except as provided in Article 4(c)(ii), 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. The Employer will supply the Union with an up-to-date copy of the seniority list upon request. A copy of the list will be posted on the bulletin board for a period of **thirty (30)** days following the signing of this Agreement, and, if no challenge is filed within a period of twenty (20) days thereafter, the list will be accepted as correct for all Employees in the Bargaining Unit.
- (c)
- (i) When filling vacancies, the qualifications of the Employees shall be given consideration and, if there is any choice to be made between two (2) or more Employees who have relatively equal qualifications in the judgment of the Employer, the Employee having the greater seniority shall receive the preference.
  - (ii) When reducing the work force the Employee having the greater seniority in the employ of the Employer shall receive the reverse order of the lay-off and provided that if there is an Employee of lesser continuous service in the employ of the Employer in a lower job classification the senior Employee may, at their option, assume the position of the less senior Employee in a lower classification, provided that if in the opinion of the Employer the Employee of greater continuous employ can perform the lesser duties in a manner equivalent to the present incumbent based on skill, competence and efficiency.
- (d) Each existing Employee who successfully applies for a vacancy shall complete a trial period of sixty (60) working days in the new employment position. At any time during the trial period, the Employer shall be entitled to return the Employee to their former position if it determines, in its discretion, that the Employee has not been adequately fulfilling the requirements of the new employment position. During a trial period an Employee may elect to return to their former position without loss of seniority.
- (e) The normal age of retirement shall be sixty-five (65) years of age, but in the event that an Employee is able and willing to perform their duties beyond that date the Employee may in the sole discretion of the Employer be retained in their employment.
- (f) An Employee will lose their seniority and will be considered to have terminated their employment for any of the following reasons:
- (i) If the Employee quits.
  - (ii) If the Employee is discharged and such discharge is not reversed through the Grievance Procedure.
  - (iii) If the Employee is laid off and fails to return to work within five (5) working days after the Employee has been notified to do so by registered mail to their last known address.
  - (iv) If the Employee overstays a leave of absence without cause acceptable to the Employer.

- (v) If the Employee absents themselves 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, the Employee must do so as soon as possible and must supply medical certificates where so requested.
- (vi) If the employee has been on lay-off for a period of one (1) year.
- (g) Seniority will accumulate during any leave of absence.

## **5. LAY-OFF AND RECALL PROCEDURE**

- (a) Employer agrees to a minimum of 30 days notification of lay-off of any permanent Employee.
- (b) If the number of Employees in the bargaining unit is to be reduced, the Employer will notify the Union as much in advance as possible and begin discussions with the Union about how the reductions can be achieved with minimum impact on the members of the bargaining unit.
- (c) Employees will be laid off in reverse order of their seniority and will be recalled in order of seniority, provided they are qualified to perform the work available.
- (d) No new bargaining unit employees may be hired until all laid off Employees have been offered employment. In recalling laid off Employees the Employer shall forward notification by registered mail to the Union Business Agent and the address in the Employee's personnel file. If no reply is forthcoming within five business days the Employer will offer the available position to the next Employee on the recall list.
- (e) Employees on layoff and recall in accordance with Article 5 (c) above, if recalled for relief or short durations of time, as long as the time is specified, will not require thirty (30) days notification of lay-off. The recall period can be extended if mutually agreed to. Employees on recall will be eligible for pay in lieu of benefits as per article 12B of the collective agreement.

## **6. JURISDICTION**

The person designated by the Employer to be in charge of a shift shall at all times have full charge of the operation and maintenance of all equipment required in the operation of the complex as enumerated on the Certificate of Bargaining Authority issued by the Labour Relations Board and all persons employed in the operation, maintenance, replacement or modification of that equipment shall be under the direction of the person so appointed.

## **7. MANAGEMENT RIGHTS**

Management's rights customarily exercisable by the Employer (unless expressly limited by this Agreement) are reserved to and vested exclusively in the Employer and without limiting the foregoing includes the direction of its working force the right to hire, transfer, promote, demote, establish reasonable rules of conduct, discharge for cause, increase or decrease the working

forces necessary, or to make work assignments and shift changes provided that this will not be used for purposes of discrimination against any member of the Union.

## 8. WORKING HOURS AND WAGES

- (a) The work week shall consist of seven and one-half (7 ½) hours per day, five (5) days per week, or an averaging shift schedule equivalent to seven and one-half (7 ½) hours per day, five (5) days per week; days off shall be consecutive.
- (b) Any time worked by an Engineer during a shift schedule, consecutive with and in excess of their regular scheduled shifts or by Employees, other than Engineers, consecutive with and in excess of seven and one-half (7 ½) hours per day, shall be compensated at a rate of double the Employee's regular hourly rate. All overtime shall be approved by the Employer.
- (c) An Employee who has completed their normal shift, left Pacific Centre and is then called back in and who reports for work as requested shall receive a minimum of four (4) hours pay at the prevailing rate of overtime if work is commenced and shall receive two (2) hours at the prevailing rate of overtime if work is not commenced.
- (d) An Employee who has completed their normal shift, left Pacific Centre and receives a Manager approved phone call for consultation shall receive one (1) hour at the prevailing rate of overtime
- (e) When the designated On-call Engineer receives a phone call after normal operating hours, the Employee shall receive one (1) hour of pay at the prevailing rate of overtime. If the Employee is required to come in to attend to an emergency, the Employee shall receive a minimum of four (4) hours of pay at the prevailing rate of overtime.
- (f) The On-call Engineer shall receive one **dollar and seventy-five cents (\$1.75)** per hour for their availability during all non-operating hours.
- (g) An Employee shall be compensated at the rate of two (2) times their straight time hourly rate for all work performed on their days of rest.
- (h) In the event of an Employee filling a higher rated position the Employee shall be paid the higher rate applicable to that position. If an employee temporarily renders service in a position paying a lower rate of pay their wages will not be reduced.

- (i) The Employer agrees to pay all Employees every second Friday not less than the following schedule of wages for work performed:

<b>Classification</b>	<b>Prior Rate</b>	<b>Effective Mar 1/ 07 (2.5%)</b>	<b>Effective Mar 1/ 08 (3%)</b>	<b>Effective Mar 1/ 09 (3%)</b>
Assistant Chief Engineer	34.28	\$ 35.14	\$ 36.19	\$ 37.28
Trades – Electrical	33.02	\$ 33.85	\$ 34.87	\$ 35.92
Lead Trades – Painter	33.02	\$ 33.85	\$ 34.87	\$ 35.92
Trades – Painter	29.71	\$ 30.45	\$ 31.36	\$ 32.30
Apprentice Painter/ Helper	28.07	\$ 28.77	\$ 29.63	\$ 30.52
Trades – Millwright	33.02	\$ 33.85	\$ 34.87	\$ 35.92
Lead Trades/ Maintenance	36.31	\$ 37.22	\$ 38.34	\$ 39.49
Shift Relief Engineer	32.09	\$ 32.89	\$ 33.88	\$ 34.90
Shift Engineer	31.18	\$ 31.96	\$ 32.92	\$ 33.91
Shift Engineer Trainee	29.61	\$ 30.35	\$ 31.26	\$ 32.20
Lead Shipper/ Receiver	28.70	\$ 29.42	\$ 30.30	\$ 31.21
Maintenance Worker	28.17	\$ 28.87	\$ 29.74	\$ 30.63
Shipper/ Receiver	23.55	\$ 24.14	\$ 24.86	\$ 25.61
Shipper Receiver Trainee	18.83	\$ 19.30	\$ 19.88	\$ 20.48

Trades-Painter became Lead Trades-Painter. Trades-Painter rate applies to new hires or Employees who have completed apprenticeship training.

The new Apprentice Painter / Helper rate applies to Employees entering the British Columbia Apprenticeship Training program with the prior consent of the Employer. Registered Employees must complete the program within program time frames, failing which they will be returned to the classification that they were in previously and in this event bumping rights will prevail. Apprentices may not apply for any other posted positions within the company while enrolled in the apprenticeship program.

The new Shift Engineer Trainee classification will be open at the Employer's discretion to permit Employees seeking promotion to gain experience and secure certification. At the end of one year or such earlier time as the Employer may determine and provided that the Trainee is certified they will be promoted to the classification of Shift Engineer when a vacancy exists. In the event the Employee fails to gain certification within one year the Employee will be returned to their previous classification with bumping rights.

The Shipper Receiver Trainee rate will apply until a new Employee hired on a temporary or full time basis has accumulated 1040 hours. Upon completion of the 1040 hours the Employee will be promoted to the Shipper / Receiver classification.

- (j) If the Employer undertakes a special project involving work outside the regularly scheduled hours of work by three (3) or more employees and designates an Employee as the Supervisory Employee for that project, it will pay the Supervisory Employee an hourly rate which is ten percent (10%) above his regular hourly rate. A Supervisory Employee on a special project will perform their normal duties, including organization and supervision of the work on the special project.



- (k) A shift differential of \$2.00 per hour will be paid for all work performed on the night shift from 4:00 pm to 6:00 am or such other night shift hours as the Employer may from time to time designate.
- (l) (a) Where an employee is called in to work prior to his regular shift or to replace a shift on less than four (4) hours notice two (2) meal allowances of **fifteen (\$15) dollars** each shall be paid **upon presentation of receipts**.
- (b) Where an employee is working on an emergency call in outside of his regular shift a meal allowance of **up to fifteen (\$15) dollars** shall be paid after four (4) hours and repeated every four (4) hours thereafter.
- (c) Employees working more than a 12 hour shifts shall be paid a meal allowance of **up to fifteen (\$15) dollars upon presentation of receipts** after a one (1) hour extension of their shift to be repeated every four (4) hours thereafter.
- (d) Employees working less than a 12 hour shift shall be paid a meal allowance of **up to fifteen (\$15) dollars** after a two (2) hour extension of their shift to be repeated every four (4) hours thereafter.
- (m) A hourly premium of **\$1.50** will be paid to Controls qualified Engineers while performing scheduled building automation system control's projects. Qualifications will be earned through the Seimens Customer Training Program and Training costs will be covered under the Employer's Education Compensation Plan.
- (n) The Employer shall give an Employee no less than ninety (90) days notice of a permanent change in their regular shift, and, no less than thirty-six (36) hours notice of a temporary change in their regular shift schedule. The Employer shall give an Employee at least twenty-four (24) hours free time between the end of the old shift schedule and the commencement of the new shift schedule unless the Employer pays overtime rates on all hours falling short of twenty-four (24) hours free time between the old and the new shifts. The parties agree that the notice periods required as to a change in an Employee's permanent or temporary shift (i.e. 90 days/36 hours) may be waived by mutual consent and that the Employer is not bound by the notice requirements in the event of an emergency or any other event which could not have been reasonably foreseen.
- (o) **The Employer shall give the Shift Relief Engineer a minimum of eighteen (18) hours notice of temporary shift change in the regular shift schedule. The parties agree that the notice required to change the Shift Relief Engineer's shift may be waived by mutual consent.**
- (p) The Employer and the Union agree that this contract and the provisions contained therein shall apply retroactively to any Employees who have been terminated since March 1, 2004.
- (q) Management shall consult with affected employees prior to implementing permanent shift changes or allocations. Management will not change or re-allocate shifts for purposes that are arbitrary, discriminatory or in bad faith.

## 9. JOB VACANCIES

- (a) All vacancies or new positions shall be posted internally for a period of **seven (7)** days provided that the Employer may notify the Union and advertise to the public concurrently with the posting. Present Employees shall be given every consideration of the vacated or new position.
- (b) Should a job become vacant temporarily due to illness, accident, leave of absence or 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 (a) of this article and in accordance with the Collective Agreement.
- (c) The Employer and the Union recognize that the Employer has in the past hired students to perform work of a casual or temporary nature and agree that this practice will continue in the future on the following basis:
  - (i) A student Employee must be a person in full time attendance, or on an annual or seasonal break from full time attendance, at a university, technical school, vocational school, community college or high school in the Province of British Columbia or anyone that the Union and the Employer agree will fall into that classification.
  - (ii) The Employer will co-operate with the Union in determining which students will be hired by the Employer.
  - (iii) The student Employees will pay the appropriate Union dues and be covered by all other provisions of the Collective Agreement except the Company Benefit Program...
  - (iv) The use of the student Employees will be restricted to work which will not result in any regular Employee losing their employment.
  - (v) The Employer and the Union will agree on the hourly wage rate for the student Employees and will be entitled to use the arbitration process to determine the wage rate if an agreement is not reached; and
  - (vi) A student Employee will not accumulate any seniority under Article 4.

## 10. VACATIONS

Seniority will prevail when advance booking vacation time until March 31<sup>st</sup> for the ensuing vacation year beginning June 01<sup>st</sup>.

- (a) Employees with less than (1) year of service with the Employer shall receive holiday pay in accordance with the provisions of the Employment Standards Act of British Columbia.

- (b) Employees with less than twelve (12) months of service will receive a vacation of 1.25 days for each month or half month (ie 15<sup>th</sup> day of the month) of employment worked up to May 31 in any year up to a maximum of fifteen (15) days. As of June 1<sup>st</sup> of any year employees will receive three (3) weeks of vacation, to be taken in the current vacation year. Employees shall receive as vacation pay an amount equal to six (6%) of their gross earnings during the employment period prior to May 31.
- (c) Employees with one (1) year of service or over as of May 31 in any year will be entitled to receive a vacation of three (3) weeks during such year and shall receive as vacation pay an amount equal to six percent (6%) of their gross earnings during the employment period prior to May 31.
- (d) Employees with eight (8) years of service or over as of May 31 in any year will be entitled to receive a vacation of four (4) weeks during such year and shall receive as their vacation pay an amount equal to 8% of their gross earnings during the 12 month period ending as of the May 31 on which the vacation entitlement has been determined.
- (e) Employees with seventeen (17) years of service or over as of May 31 in any year will be entitled to receive a vacation of five (5) weeks during such year and shall receive as their vacation pay an amount equal to 10% of their gross earnings during the 12 month period ending as of the May 31 on which the vacation entitlement has been determined.
- (f) Employees with twenty-two (22) years of service or over as of May 31 in any year will be entitled to receive a vacation of six (6) weeks during such year and shall receive as their vacation pay an amount equal to 12% of their gross earnings during the 12 month period ending as of the May 31 on which the vacation entitlement has been determined; and
- (g) 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 on the work day immediately following the scheduled vacation period.
- (h) If the Employer postpones an Employee's previously agreed upon scheduled vacation that has been approved in writing the Employer will reimburse the Employee for all non-refundable travel and accommodation costs associated with the cancellation, provided the Employee submits receipts.
- (i) If an Employee has been an Employee of the Employer for one hundred and eighty (180) consecutive days, two (2) floating holidays for each twelve (12) month period commencing June 1 and ending May 31, are to be taken at a time convenient to the Employer and the Employee.

**11. STATUTORY HOLIDAYS**

(a) The recognized Statutory Holidays are:

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

And any other day proclaimed by the Provincial or Federal Government.

(b)

- i) Any Employee who works on a Statutory Holiday shall receive double time for the hours worked on that day and shall have 7.5 hours placed in a time bank to be used at a time mutually convenient to Employer and Employee within 180 days of the statutory holiday. The rate for New Year's Day\* and Christmas Day\* will be 2.5 times the regular rate.
- ii) If the Statutory Holiday occurs on an Employee's regular day of rest the Employee shall have 7.5 hours placed in a time bank to be used at a time mutually convenient to employer and Employee within 180 days of the statutory holiday.
- (iii) The Employee may elect to request a payout of any or all of the accumulated hours in the time bank to be paid on the next pay period.

**Examples**

Employee scheduled 8:00am to 8:30pm shift  
63.5 hours regular time plus 12.5 hours double time = 87.5 hours plus 7.5 hours in bank  
Employee working 12 hour shifts where the statutory holiday falls on a scheduled day off and is called in.  
75 hours plus double time for hours worked plus 7.5 hours in bank

- (c) Eligibility for temporary Employees to receive statutory holiday pay shall be in accordance with provisions of the Employment Standards Act.
- (d) If any of the above noted Statutory Holidays fall on Saturday or Sunday and another day is established by Statute for its observance, the day so established shall be deemed the holiday for the purpose of this Agreement for all day workers. Shift employees shall observe the above-noted holidays on the calendar day on which they fall.

## **12. COMPANY BENEFIT PROGRAM**

- (a) During the term of this Agreement all Employees covered by this Agreement will be provided with the Standard Company Benefit Program as related to Health and Welfare provided to all Employees of Cadillac Fairview Corporation Limited employed in the Province of British Columbia. Eligibility for the individual elements of the Company Benefit Program will be determined in accordance with the official policy of the Employer, applicable insurance contracts and the text of the registered Pension Plan, as may be made from time to time and will be applied to the members of the bargaining unit identically and simultaneously with all other full time Employees of the Cadillac Fairview Corporation Limited in the Province of British Columbia.
- (b) Temporary Employees, other than students, will receive a 15% premium on their hourly rate in lieu of benefits until such time as they are enrolled in the Company's Benefit Plan. Temporary Employees become permanent after accumulating 1040 hours worked and they are bound by the provisions of article 4.
- (c) In addition to Company Benefit provisions under Funeral Leave, four (4) hours paid leave will be provided to attend the funeral of a close friend or relative. The leave is subject to the provision of a "funeral leave request form" which will stipulate the name of the deceased and relationship to the Employee.

## **13. GENERAL**

- (a) The Employer will provide to the Employees of Cadillac Fairview Corporation the parking area which is currently available to the Employees unless the Employer is prevented from doing so by the City of Vancouver or any other body having the power to do so.
- (b) The Employer shall provide each Employee with appropriate clean work clothing at no cost to the Employee. To the extent that the Worker's Compensation Board deems it necessary or as the Employer may deem appropriate, footwear which meets the standards set down by the Worker's Compensation Board and/or deemed appropriate by the Employer shall be provided by the Employer to the Employees at no cost. Any footwear provided by the Employer will be considered part of the uniform and worn as such.
- (c) All Employees shall be granted two (2) fifteen (15) minute rest breaks approximately midway between each half shift.
- (d) Leave of absence will be granted at the discretion of the Employer.
- (e) All Employees required to work in sumps and any medium – high hazard confined spaces as defined in the Confined Space Plan shall receive for the performance of this work a premium equal to 10% of the regular hourly rate. The premium will only apply to the employee actually performing the work and not the "watcher".

- (f) Where the Employer requires the Employee to provide a medical report as to the nature and extent of the Employee's illness or injury and the medical doctor submits a bill for that report which is paid by the Employee, the employer will reimburse the Employee for the expense incurred upon presentation of the medical doctor's receipt for payment.
- (g) The Employer will pay the certification and licensing fees of Employees for qualifications required to perform duties for their Employer.
- (h) Employees may refuse to do anything prohibited by law.
- (i) A Labour / Management Committee will consider and address work related issues, including reviewing complaints by the Employees or Employer.
- (j) The Employer shall indemnify and save harmless shift engineers from liability for damages and legal fees for proceedings brought pursuant to Section 78 of the *Safety Authority Act* and arising in the regular and proper performance of their duties. The Employer may satisfy its obligations through self-insurance or by way of an errors and omissions insurance policy. Such indemnification shall not extend to nor include acts or recklessness, willful blindness, gross negligence, dereliction of duty or intentional misconduct.

#### **14. HARASSMENT POLICY**

Cadillac Fairview (Pacific Centre) ("the Employer") is committed to providing a work environment that is free of harassment and supportive of the productivity, dignity and self-esteem of every employee. 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 and Union agree to abide by the Cadillac Fairview Harassment Policy, subject to the requirements of the *Human Rights Code of British Columbia* and the provisions of the Collective Agreement.

#### **15. DISCIPLINARY PROCEDURE**

- (a) The Employer will advise the Union Shop Steward or alternate of any complaint made against or concerning any member of the Union, together with the source of the complaint.
- (b) The Employer will advise the Union, Shop Steward or alternate within 5 days of any disciplinary investigation or any investigation which has the potential for any disciplinary consequences to any Employee.
- (c) No disciplinary action may be taken upon any complaint which is not in writing.
- (d) The Employer must provide full details of any investigation undertaken which results in disciplinary action against an Employee, such details must be provided to the Union, Shop Steward or alternate at the time of that disciplinary action. The Shop Steward will acknowledge receipt of the notification.

(e) **Introduction of Evidence at Hearing**

**The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.**

- (f) No disciplinary action may be taken unless all appropriate and reasonable means are first exhausted which will or may resolve the matter.
- (g) The burden of proof of just cause rests with the Employer in discipline cases.
- (h) Any Employee appearing before the Employer for any investigation or disciplinary action will be represented by the Union Shop Steward or alternate.
- (i) No disciplinary document may remain in an Employee's personnel file for more than 18 months, provided that there has been no further disciplinary action of any kind within the eighteen (18) month period.
- (j) An Employee or the Employee's designate may examine the Employee's personnel file and take copies of the documents contained in it, and the Employer or its designate may attend while the examination takes place.
- (k) Every Employee's personnel file shall remain at the Employer's office and be kept by the Employer in a secure location to protect the Employee's confidentiality.

**16. 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 Sunday. A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement. The grievance must 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.
  - (i) **STEP 1** An Employee alone, or the Employee with their shop steward or alternate if the Employee desires such assistance, shall within five (5) working days of the origin of the grievance submit the grievance in writing to the Manager in Jurisdiction who will give their reply within three (3) working days.
  - (ii) **STEP 2** Failing a satisfactory settlement of the dispute under Step 1, the grievance may be presented to the General Manager or his/her designate within two (2) working days of the reply of the Manager in Jurisdiction. A meeting shall then be arranged with the Employee, their steward or alternate and a Union official if such is desired with the General Manager or his/her designate such management representative as the Employer deems advisable. The decision of this meeting shall be given in writing by the General Manager or his/her designate within three (3) working days thereof.

- (iii) **STEP 3** Failing a satisfactory settlement of the dispute under Step 2, a meeting shall be arranged with the Employee, their steward or alternate, the Business Manager or designate and such management representatives as the Employer deems advisable. The decision of this meeting shall be given in writing within five (5) calendar days. If a satisfactory settlement is not reached, the grievance may be referred to arbitration and 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 of administration of this Agreement at Step 2 of the Grievance Procedure. No grievance shall be filed under this section which could be filed by an individual Employee.
- (c) An Employee who claims that the Employee has been wrongfully discharged may lodge a grievance within three (3) working days after the 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) When the shop steward is absent from work, an alternate shop steward may be appointed in their stead.

## **17. 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 (1) person appointed by the Employer, one (1) person appointed by the Union and the third person to act as Chairman chosen by the other two (2) 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 its 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 person 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.

## **18. STRIKES AND LOCKOUTS**

- (a) During the life of this Agreement, no strikes, slow-down, sit-down or sympathetic strikes shall be sanctioned by the Union and no lockouts shall be entered upon by the Employer.
- (b) It shall not be a violation of this Agreement for an Employee to refuse to cross a picket line of any other bargaining authority certified with respect to the Employer's business at Suite 550 - 700 West Georgia Street, Vancouver, B.C. V7Y 1A1, where such bargaining authority is engaged in a lawful strike against the Employer.

## **19. TECHNOLOGICAL CHANGE**

- (a) In this Article, "technological change" means,
  - (i) the introduction by an Employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Employer in that work, undertaking or business, or
  - (ii) a change in the manner, method or procedure in which an Employer carries out their work, undertaking or business that is related to the introduction of that equipment or material, but "technological changes" does not include normal layoffs resulting from a decrease in the amount of work to be done.
- (b) The Employer will give the Union ninety (90) days advance written notice of any technological change that will result in a layoff of Employees when it is reasonably possible to do so.
- (c) The Employer will make a reasonable effort to fill positions available after implementation of a technological change from the existing workforce and will as part of the effort provide a reasonable amount of training on a new equipment materials, methods or procedures to existing Employees who have, in the Employer's opinion the appropriate background and qualifications.

(d) If an Employee is laid off by the Employer because of a technological change and loses their seniority under Article 4 of this Collective Agreement, the Employer shall pay to the Employee immediately after the Employee loses their seniority a severance payment as follows:

<u>Length of Continuous Service</u>	<u>Severance Pay</u>
6 months but less than 3 years	2 weeks pay
3 years and more continuous <b>additional</b>	3 weeks pay for the first 3 years of <b>service plus 1 week's pay for each complete year thereafter</b>

**20. SEVERANCE PROVISIONS**

If an Employee is laid off by the Employer and loses their seniority under Article 4 of this Collective Agreement, the Employer shall pay to the Employee a severance payment as follows:

<u>Length of Continuous Service</u>	<u>Severance Pay</u>
6 months but less than 3 years	2 weeks pay
3 years or more continuous	3 weeks pay for the first 3 years of <b>service plus 1 week's pay for each additional complete year of continuous service.</b>

In this Article one (1) day's pay shall be equivalent to seven and one-half (7 ½) times the Employee's regularly hourly rate. The Employee shall have the option to immediately accept the Severance Package and waive their rights to seniority recall.

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

FOR THE EMPLOYER:

**THE CADILLAC FAIRVIEW  
CORPORATION LIMITED**

FOR THE UNION:

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

\_\_\_\_\_  
Per: Ultan Kampff  
General Manager  
Pacific Centre Leaseholds  
Limited

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

LETTER OF UNDERSTANDING #1

March 1, 2007

Ms. Helen Cooper  
Assistant Business Manager

**RE: PRIVACY COMPLIANCE**

Dear Ms. Cooper:

The parties agree to abide by the attached privacy compliance in respect to the collection, use, disclosure and retention of employees Personal Information (as defined in the Federal Personal Information Protection and Electronic Documents Act.)

Yours truly,

**THE CADILLAC FAIRVIEW CORPORATION LIMITED  
PACIFIC CENTRE  
OPERATING DIVISION**

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Terry Connors  
Senior Manager Operations  
**PACIFIC CENTRE**

ACCEPTED AND APPROVED

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882**

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Helen Cooper  
Assistant Business Manager

**LETTER OF UNDERSTANDING #2**

**March 1, 2010**

**Mr. Adrian David  
President, IUOE**

**RE: SENIOR TRADES-PAINTER CLASSIFICATION**

**Dear Mr. David:**

**The parties agree to change the classification title of Lead Trades-Painter to Senior Trades-Painter effective March 1, 2010. This is only applicable to the present incumbent and any new hires will be hired into the classification of Trades-Painter.**

**Yours truly,**

**THE CADILLAC FAIRVIEW CORPORATION LIMITED  
PACIFIC CENTRE  
OPERATING DIVISION**

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**Terry Connors  
Senior Manager Operations  
PACIFIC CENTRE**

**ACCEPTED AND APPROVED:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882**

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**Adrian David  
President, IUOE**

LETTER OF UNDERSTANDING #3

March 1, 2010

Adrian David  
President, IUOE

RE: MAINTENANCE TRAINEE CLASSIFICATION

Dear Mr. David:

THE EMPLOYER AND THE UNION agree as follows:

1. This Letter of Understanding shall be attached to and form part of the Collective Agreement between The Cadillac Fairview Corporation Limited Pacific Centre and The International Union of Operating Engineers, Local 882 for the period of March 1, 2010 to February 28, 2013.
2. This Letter of Understanding shall be in effect from the date signed by the parties until the termination of the Collective Agreement.
3. A new Maintenance Trainee classification will be opened at the Employer's discretion to permit Employees seeking promotion to gain experience while they are continuing their education.
4. The Maintenance Trainee rate of pay will be as follows:

Prior rate	March 1, 2010	March 1, 2011	March 1, 2012
\$26.50	\$27.03	\$27.57	\$28.12
5. While working at the Maintenance Trainee rate, the Employee should be under the direct supervision of a Manager to complete assigned tasks in order to gain the required experiences from the cross training checklist. The Manager will determine which tasks the Employee is qualified to complete without supervision.
6. The Maintenance Trainee rate will apply until the Employee has either accumulated 1,040 hours working in the Maintenance Technician program or equivalent program approved by the employer, or a combination of accumulated hours and successfully completed modules (208 hours per module) of the BOMA Systems Maintenance Technician program. Once completed the Employee will be paid the Maintenance Worker rate for any acting duties performed and will be promoted to the classification of Maintenance Worker when a vacancy exists. Article 4(d) of the Collective Agreement will apply to Employees selected to fill vacancies in the Maintenance Department. The Employee will in any event complete the BOMA Systems Maintenance Technician program or the equivalent program approved by the Employer within one (1) year of accumulating the necessary hours. In the event that the Employee fails to complete the program within one (1) year, the Employee will not be eligible for promotion to a Maintenance Worker vacancy and, if promoted, will be returned to their previous classification with bumping rights.
7. The Maintenance Trainee rate will apply only to existing Employees.

**Yours truly,**

**The CADILLAC FAIRVIEW CORPORATION LIMITED  
PACIFIC CENTRE  
OPERATING DIVISION**

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**Terry Connors  
Senior Manager Operations  
PACIFIC CENTRE**

**ACCEPTED AND APPROVED**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 882**

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**Adrian David  
President, IUOE**