

COLLECTIVE AGREEMENT
between
IVANHOE CAMBRIDGE INC.
and
**International Union of Operating
Engineers, Local 882**

Term of Agreement: January 1, 2014 to December 31, 2016

THIS MEMORANDUM OF AGREEMENT FOR LANGUAGE RENEWAL OF COLLECTIVE AGREEMENT executed the 16TH day of JANUARY 2014.

BETWEEN: IVANHOE CAMBRIDGE INC.

(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, 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, 2014 to December 31, 2016** 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.

TABLE OF CONTENT

| | |
|--|-----------|
| ARTICLE 1 – PREAMBLE | 3 |
| ARTICLE 2 - PERIOD OF AGREEMENT | 3 |
| ARTICLE 3 - UNION SECURITY | 4 |
| ARTICLE 4 - SENIORITY | 4 |
| ARTICLE 5 - INFORMATION | 6 |
| ARTICLE 6 - MANAGEMENT | 6 |
| ARTICLE 7 - WORKING HOURS AND WAGES | 6 |
| ARTICLE 8 - ANNUAL VACATIONS | 10 |
| ARTICLE 9 - STATUTORY HOLIDAYS | 11 |
| ARTICLE 10 – BEREAVEMENT/ COMPASSIONATE LEAVE | 12 |
| ARTICLE 11 - JURY DUTY | 13 |
| ARTICLE 12 - HEALTH AND WELFARE | 13 |
| ARTICLE 13 - GENERAL | 14 |
| ARTICLE 14 - GRIEVANCE PROCEDURE | 15 |
| ARTICLE 15 - ARBITRATION | 17 |
| ARTICLE 16 - STRIKES AND LOCKOUTS | 18 |
| ARTICLE 17 - TECHNOLOGICAL CHANGE | 18 |
| ARTICLE 18 - TEMPORARY OR CASUAL WORK | 18 |
| ARTICLE 19 - TEMPORARY ASSIGNMENTS | 19 |
| ARTICLE 20 - SUBCONTRACTORS | 19 |
| ARTICLE 21 - SEVERANCE | 19 |
| ARTICLE 22- OCCUPATIONAL HEALTH & SAFETY | 19 |
| ARTICLE 23- HARASSMENT | 20 |
| ARTICLE 24 – PRIVACY ACT | 20 |
| ATTACHMENT ‘A’ – HUMAN RESOURCES SICK AND FAMILY CARE DAYS POLICY | 21 |
| ATTACHMENT ‘B’ – SHORT TERM DISABILITY POLICY | 23 |

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 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 **ninety (90)** 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 **from the date of hire at Bentall Centre** in the employ of the Employer and shall prevail on a classification wide basis.
- (b) The Employer will maintain a seniority list showing the date upon which each employee's seniority commenced. **Twice per year (January and July)** 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 judgment 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 **Ivanhoe Cambridge Inc.** 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). 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/ herself 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 for the first eighty (80) regular hours, or forty (40) double time hours in the calendar year. Any hours in excess of eighty (80) regular hours or forty (40) double time hours shall be paid on the following pay period that it was earned.

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 the calendar year** and, if not so taken, shall be paid in the **first pay of the following year**. 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, 2014 \$0.75 | | Effective Jan 1, 2015 1.75% | Effective Jan 1, 2016 1.75% |
|--|---------|------------------------------------|-------|-----------------------------------|-----------------------------------|
| Chief Engineer – 3 rd Class | \$41.58 | \$42.33 | 1.80% | \$43.07 | \$43.82 |
| Assistant Chief Engineer – 4 th Class | \$39.34 | \$40.09 | 1.91% | \$40.79 | \$41.51 |
| Maintenance Mechanic | \$35.34 | \$36.09 | 2.12% | \$36.72 | \$37.36 |
| Building Operator | \$32.17 | \$32.92 | 2.33% | \$33.50 | \$34.08 |
| Utility Person 1 | \$29.81 | \$30.56 | 2.52% | \$31.09 | \$31.64 |
| Utility Person 2 | \$19.82 | \$20.57 | 3.78% | \$20.93 | \$21.30 |

- (i) With the exception of the Chief Engineer and Assistant Chief, 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 1st, 2011 the afternoon shift differential rate shall be two dollars (\$2.00) per hour.

Effective January 1st, 2011 the weekend shift differential rate shall be two dollars (\$2.00) 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 Centre** 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 **two (2) hours pay per day at 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 Centre** 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 and Assistant Chief. 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 Centre**) 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 **Ivanhoe Cambridge Inc.** 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. **This is the maximum vacation entitlement for employees hired after January 1, 2014.**
- (d) Employees **hired before January 1, 2014** who have been employed by the Employer for a continuous period of twenty (20) years shall receive (6) weeks vacation and shall receive as vacation pay 12 1/2% of their gross annual earnings **shall have this vacation entitlement grandfathered.**

- (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 31st 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 AND OTHER 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 | B.C. Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing 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 1st and December 31st, 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. The day off with pay shall be taken at a time satisfactory to both the Employer and the employee. **No other days off with pay will be provided under any other Company Policies.**

ARTICLE 10 – BEREAVEMENT/ COMPASSIONATE 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.

If the deceased is the employee's daughter-in-law or son-in-law, the employee will be eligible for two (2) paid bereavement days.

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.

The Employer shall not make changes to any benefits contained in this agreement without prior approval from the Union.

(b) **New employees will be eligible for coverage on the first day of 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 **and Group RSP**, 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) **Sick and Family Care Days – See Attachment 'A'**

To assist employees who are unable to work because of illness or injury as well as for an employee to tend to the care of close family members, the Employer will provide up to seven (7) sick/ family care days as referenced in the attached Sick and Family Care Days Policy, Bentall Centre, Unionized Employees effective September 9, 2013.

Short Term Disability – See Attachment ‘B’

The Company will provide Short Term Disability for employees who are unable to work due to illness or injury in order to receive necessary treatment and medical care up to a maximum of four (4) months as referenced in the attached Short-Term Disability Policy, Bentall Centre – Unionized Employees effective January 1, 2013.

- (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 **\$6,000.00 per month.**

- (f) **RETIREMENT AWARD & LONG SERVICE AWARD**
As per current **Ivanhoe Cambridge Inc. 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. **A voucher from a provider deemed appropriate by the Employer representing a maximum of \$200.00 including taxes will be provided to the employee every twelve (12) months.** Any footwear provided by the Employer will be considered part of the uniform and worn as such.

- (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.
 - (ii) **The employee must use all accrued vacation and banked time prior to starting the leave of absence period.**
- (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 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, mother, father, brother, sister). A doctor's certificate must be provided.

ARTICLE 14 - GRIEVANCE PROCEDURE

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. An earnest effort will be made on the part of both parties to settle the dispute promptly.

Union Representation

No Shop Steward, Union Committee member, or employee shall leave her/his work without obtaining the permission of her/his immediate supervisor.

Removal of Disciplinary Documents

Any letters of discipline shall be removed from an employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction of a similar nature.

The procedure for the adjustment of disputes and grievances shall be as follows:

Step One:

The employee shall first discuss the grievance with her/his immediate supervisor or department head within five (5) calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute within five (5) calendar days of the grievance being presented. If the grievance is not settled at this step, then:

Step Two:

The grievance shall be reduced to writing by:

- (1) recording the grievance, setting out the nature of the grievance and the circumstances from which it arose;**
- (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;**
- (3) the grievance shall be signed by the employee where applicable;**
- (4) the supervisor shall acknowledge receipt of the written grievance at the time the grievance is presented; and**
- (5) within seven (7) calendar days of receipt of the written grievance, the supervisor or the department head shall give her/his written reply. If the grievance is not settled at this step, then:**

Step Three:

The employee, Shop Steward/ Union and the Employer, shall meet within twenty-one (21) calendar days of the completion of Step Two, or other mutually agreed to time to discuss the grievance. If the grievance is not settled within three (3) calendar days of the meeting, either party may refer the grievance to the single arbitration in accordance with Article 15 within ten (10) calendar days of the meeting.

Policy Grievance

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article to this agreement, the dispute shall be discussed initially with the Employer, her/his designate or the Union within fourteen (14) calendar days of the occurrence. Where no satisfactory resolution is reached, either party may, within a further twenty-eight (28) calendar days, submit the dispute to arbitration in accordance with Article 15.

Dismissal/Suspension for Alleged Cause

Employees dismissed or suspended for cause shall have the right within seven (7) calendar days after the date of dismissal or suspension to initiate a grievance at Step Three.

ARTICLE 15 - ARBITRATION

Should the Parties fail to resolve any grievance in accordance with Article 14 here of, it shall be referred to arbitration before a single arbitrator selected by the Employer and Union by agreement. If no agreement can be reached, either party may request that the Labour Relations Board of British Columbia appoint such an arbitrator.

The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employees concerned.

Expenses of Arbitrator: The Employer and the Union shall pay half of the expenses of the arbitrator and of the stenographer, unless paid by the Labour Relations Board of the Province of British Columbia.

Industry Trouble Shooter

Issues Referred to Troubleshooter

The parties may agree to refer differences to an Industry Troubleshooter.

The parties will make every attempt to agree to an Industry Troubleshooter that is agreeable to both parties. In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) calendar days from the date that the parties agree to use an Industry Troubleshooter, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

The expense of the Troubleshooter shall be borne equally by the parties.

Roles / Responsibilities of Troubleshooter

At the request of either party, the Troubleshooter shall:

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference, with five (5) calendar days of the date of receipt of the request and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

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, **Ivanhoe Cambridge Inc.** 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 (**students may only be employed between the periods of April 15 and September 30 in each year**). 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

Ivanhoe Cambridge Inc. 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 **Code of Business Conduct Policy**, subject to the requirements of the *Human Rights Code of British Columbia* and the provisions of the Collective Agreement.

The Employee will be required to annually agree and acknowledge the Code of Business Conduct.


ARTICLE 24 – PRIVACY ACT

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

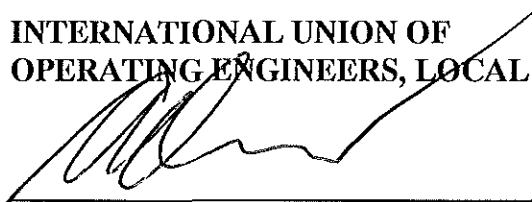
IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year first above written.

IVANHOE CAMBRIDGE INC.

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



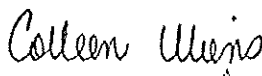
David Smith, Executive Vice-President,
Human Resources - International



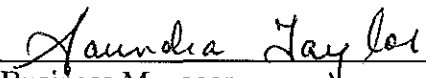
President



Emily Di Trani, Director, Legal Affairs,
Western Region



Secretary



Business Manager

Attachment 'A'



**Sick and Family Care Days Policy
Bentall Centre – Unionized Employees
Ivanhoe Cambridge**

PREPARED BY Human Resources Department

EFFECTIVE September 9, 2013

The legislation regarding sick days and family care days vary in each country. Employees in countries where we have operations are informed of their entitlement. The information below is for employees in Canada and the United States.

A. Purpose

To assist employees who are unable to work because of illness or injury by offering a reasonable period of paid sick leave in order to receive the necessary treatment and medical care. In addition, it is to allow employees to tend to the care of close family members.

B. Eligibility

All permanent full-time employees who are eligible for Company benefits. All permanent part-time, casual and contract employees are not eligible for paid sick or family care days.

C. Definition

Eligible employees may use up to seven (7) sick days throughout the payroll calendar year due to personal illness or injury or to care for close family members. The total number of sick days and/or family care days cannot exceed seven (7) days during a payroll calendar year.

Sick Days

If an employee has been off for less than three consecutive days due to personal illness or injury, the employee is paid through the sick day provision. If absent for more than two consecutive days, the employee is paid through Short Term Disability.

If the period of sickness is one (1) or two (2) days, the employee is not required to provide a note from their physician as long as the employee works their regular scheduled day before and after the sick day.

If the period of sickness is three (3) or more consecutive days, the employee is required to provide a note from their doctor confirming the date of their visit to the physician, the date the disability began and the recommended length of the absence. Upon receipt of the doctor's note, the days will count as Short Term Disability and not as sick days. However, the Company reserves the right to refuse to pay the employee if no doctor's note is provided for absences of three (3) days or more. For more information, please refer to the Short-Term Disability policy on the Employee Portal.

Family Care Days

The word family refers to the employee's spouse (including common-law spouse), dependent children (including foster children) or parents, and any relative permanently residing with the employee.

Please note that these days are to be taken to fulfill family obligations related to the health of a family member, or to deal with urgent matters. Employees may not use these days to stay home with their children during planned school holidays (e.g. teacher's professional development days or spring break).

An employee who has taken more than seven (7) sick and/or family care days, has a choice of using their vacation days, or not to be paid for any days in excess of seven (7) days. If no vacation days remain, the employee will not be paid.

Sick and family care time will be prorated for employees hired during the course of a year to a maximum of seven (7) days, i.e. for an employee hired on March 21st, date of commencement of benefits is March 21st and sick or family care time would be $7/12 \times 9 = 5$ days. The maximum days cannot exceed seven (7) days. For payroll purposes, these days are converted to hours.

D. Procedures

Supervisor/Manager Responsibilities:

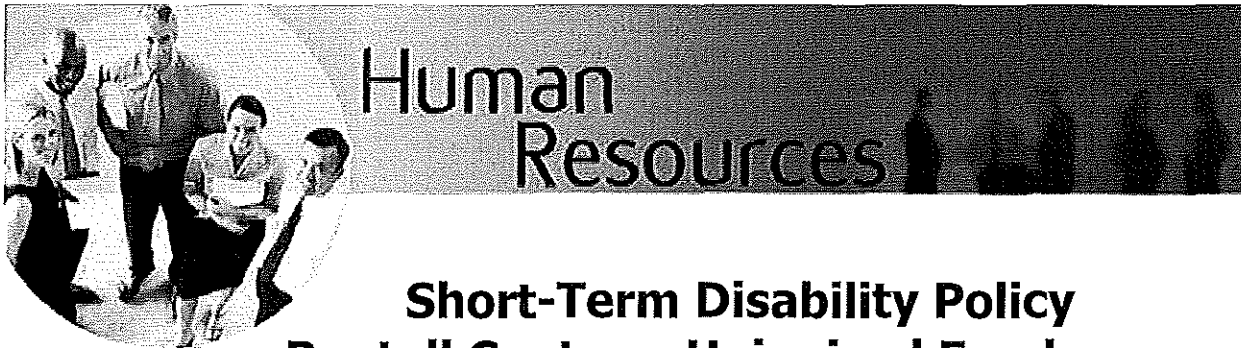
1. Supervisor/Manager to ensure Human Resources is advised immediately if it is expected that the employee's sickness will be three (3) or more consecutive business days as the absence falls under the Short Term Disability Policy. Additionally, a doctor's note will need to be forwarded to Human Resources for employee absences of three (3) consecutive business days.
2. Supervisor/Manager must ensure that the absence is recorded on the timesheet appropriately for either the employee sick days or the family care days (please see below).

Employee's Responsibilities:

1. Employees must inform their manager each day that they are unable to report for work within a reasonable period of time. If the disability or urgency prevents the employee from informing their manager personally by phone, the employee may designate someone to call on their behalf.
2. Employees are to ensure that Human Resources is advised immediately if their sickness is expected to be three (3) or more consecutive business days, as the absence falls under the Short Term Disability Policy. Additionally, a doctor's note will need to be forwarded to Human Resources for absences of three (3) consecutive business days.

Recording of Sick and Family Care Days:

Time sheet administrators should record employee sick days in the "sick leave" column and family care days in the "family care day" column.



Short-Term Disability Policy Bentall Centre – Unionized Employees Ivanhoe Cambridge

PREPARED BY **Human Resources Department**

EFFECTIVE **January 1, 2013**

A. Purpose

The Company provides Short Term Disability for employees who are unable to work due to illness or injury by offering a reasonable period of paid sick leave in order to receive necessary treatment and medical care, without being concerned about their employment status or income.

B. Eligibility

- All permanent full-time employees are eligible as of their hire date (permanent part-time, casual and contract employees are not eligible).
- Eligible employees are actively at work on the effective date of this benefit. If not actively at work on the date this benefit would have become effective, this benefit will become effective on the date of return to their full time, regular duties.

C. Definition

With appropriate medical documentation, Short Term Disability can begin after an employee has been away from work for three or more consecutive business days. After five consecutive business days, all claims for disability will be managed confidentially by an outside 3rd party disability manager.

Short Term Disability benefits are paid to the employee for a maximum period of 4 months as long as the employee remains disabled and appropriate supporting medical documentation is in place.

D. Limitations or Exclusions

Short Term Disability benefits will not be provided to an employee when:

- A claim is made or benefits are received by Workers' Compensation Act, provincial (Employment Insurance/CSST/la Solidarité Sociale) Sick Benefits or Maternity/Parental Leave Benefits.
- An employee is not under the care of a licensed physician for absences of three or more consecutive days.
- Supporting medical information is not provided by a licensed physician.
- An employee does not participate or cooperate in a prescribed plan of medical treatment appropriate for their condition. Depending on the severity of the condition, an employee may be required to be under the care of a specialist. If substance abuse contributes to an employee's disability, the treatment program must include participation in a recognized substance withdrawal program.
- During any period of outside employment, except in a rehabilitation program approved by your employer or any period you fail to participate or cooperate in an approved rehabilitation program.
- An employee has plastic surgery for cosmetic purposes unless attributable to illness or injury.
- Illness or injury arises from war, participation in a riot or disorderly conduct.
- Illness or injury results from committing a criminal offence or during any period of confinement in a prison or similar institution.

E. Disability Management Procedures

For absences of over five consecutive business days, all claims for disability will be managed confidentially by a 3rd party disability manager.

Forms #1 and #2 are to be couriered to the employee by Human Resources.

Form #1 Short Term Disability Form – Employee's Statement. The employee must complete this form and forward it directly, preferably by fax, to the disability manager. It is recommended that this form accompany the Attending Physician's Statement.

Form #2 Short Term Disability Form – Attending Physician's Statement. This form must be completed by the employee's physician and/or specialist, and faxed by the physician to the disability manager. The employee is responsible for any costs related to the completion of this form, and/or any doctor's notes.

Form #3 Short Term Disability Form – Employer's Statement. This form is completed by Human Resources in conjunction with the supervisor/manager and faxed to the disability manager.

Upon completion and receipt of all forms by the disability manager, the Claims Adjudicator will provide a Claims Advice Report within 3 working days to Human Resources. No medical information will be forwarded to Human Resources. The Claims Advice Report will indicate if the claim has been approved, declined or if additional medical information will be required. Human Resources will contact the employee and manager with such information. Human Resources reserves the right to approve or deny a claim based on the information provided by the 3rd party disability manager.

F. Payroll Procedures

Short Term Disability is to be recorded on the time sheet as "Sick Time". If an employee is on an unapproved leave of absence resulting in the premiums for optional coverage and any other deductions not being paid on a timely basis, the premiums will be recovered at the time the employee returns to work. Payroll will advise the employee of the outstanding premiums and a payment recovery plan will be set up with the employee.

G. Statutory Holidays

If an employee is on Short Term Disability on a Statutory Holiday, the statutory holiday is not banked.

H. Supervisor/Manager Responsibility

Status Change Forms must be completed by the manager at the time the employee goes off work and a Status Change Form must also be completed at the time the employee returns to work. A doctor's note must be supplied at the time the employee goes off work, and the employee must also supply a doctor's note at the time of returning to work.

I. Employee's Responsibility

The employee is required to contact their supervisor and Human Resources on a regular basis to keep them apprised of their progress.

J. Benefit Amount

The amount of coverage depends on an employee's length of service at the time of disability to a maximum benefit period of 4 months. The following schedule details the period of full salary followed by a period of 70% salary based upon an employee's length of service.

| Length of Service | Full Salary | 70% Salary |
|------------------------------------|--------------------|---------------------|
| Less than one year | 1 week | Balance of 4 months |
| From 1 year to less than 5 years | 5 weeks | Balance of 4 months |
| From 6 years to less than 10 years | 10 weeks | Balance of 4 months |
| 10 years or more | 4 months | none |

Short Term Disability income paid through Ivanhoe Cambridge's payroll will be subject to statutory deductions. Pay advice notices will be mailed to an employee's home address. Human Resources will advise the employee of the date their pay will drop down to 70%.

Modified Job Duties or Rehabilitation

Employees who return to work on a modified or reduced work schedule will be paid based upon their regular pay. Employees will be paid their full salary based on the number of hours worked, and the hours not worked will be paid through Short Term Disability at the rate in effect at that time.

Plan Requirements

Separate periods of disability arising from the relapse of a previous disease or injury are considered to be one period of disability unless they are separated by at least four (4) continuous weeks of full-time employment. These claims are subject to review by the third party disability manager to determine if they are related to the first claim.

Separate periods of disability arising from a new or unrelated disease or injury is considered to be one period of disability unless they are separated by at least two (2) weeks of full-time employment. These claims are subject to review by the third party disability manager to determine if they are a new or unrelated disease or injury.