

Memorandum of Agreement

renewal of contract which expired December 31, 2018

Vancouver Terminal Elevators' Association

on behalf of

Viterra Inc. – Cascadia Terminal
Viterra Inc. – Pacific Terminal
Richardson International Limited
Cargill Limited
Alliance Grain Terminal Ltd

AND

GWU Local 333 ILWU

1. Term

The contract shall have a five (5) year term covering January 1, 2019 to December 31, 2023.

2. Hours of Work & Overtime

- Recall rights will be 3 years for less than 10 years seniority and 5 years for more than 10 years seniority
- Amend collective agreement wording to read that Arbitrators shall be mutually agreed upon by the lawyers hired to hear the grievance
- New Article 22.8 to indicate that Apprentices, upon successful completion of their Red Seal exam shall have a 3 year moratorium on applying for a Charge Hand position.

3. Wages

- General wage increases as follows:
 - Year 1 – 2.25% including retroactivity
 - Year 2 – 2.50%
 - Year 3 – 2.50%
 - Year 4 – 2.50%
 - Year 5 – 2.75%
- Increase in the afternoon shift differential to 1.05 times the applicable posted rate in year 1 (Retro)
- Increase in the graveyard shift differential to 1.07 times the applicable posted rate in year 1 (Retro).

- Second shift of the ten (10) hour schedule premium be increased to 1.06 times the applicable posted rate in year 1 (Retro).

4. Pension

- Increase Employer contributions by twenty-five (\$0.25) cents per hour in year **1,3 and year 5** of the agreement.
- Decrease Employee contributions by twenty-five (\$0.25) cents per hour in year **1,3 and year 5** of the agreement.

5. Benefits


- Benefit premium cost to be 100% Employer paid. Amend Article 13.01 to remove reference to Pacific Blue Cross. Each Terminal will have full authority to provide benefits through a carrier of their choice. Each Terminal will have until January 1, 2021 to decide to change carriers, and may only do so once during the term of this Collective Agreement. It is also agreed that the current level of benefits are to be maintained.
- Benefit premium assistance under Article 13.01(b) will continue at \$2,300 per year extended to December 31st of the year they turn 80.
- STD to \$800 weekly for 26 weeks.
- All Employers will utilize the "Diebolt" form for STD applications (or such other form that is agreed between the Parties or ordered by an arbitrator, tribunal, or court).
- LTD to \$3000 monthly effective after 26 weeks.
- Add eye exams to be covered.
- Add laser eye surgery option instead of eyewear.
- Increase orthodontics dental coverage lifetime maximum to \$3,500 and to include adults.


6. Apprenticeship


- Each terminal will apprentice 1 person in a trade – Millwright, Sheet Metal or Electrician – in year 2 of the agreement, and will apprentice two additional apprentices during the life of the agreement.
- See attached document: new LOU for Apprenticeship Program

Signed at Vancouver this 24th day of September, 2019.


For GWU Local 333 ILWU

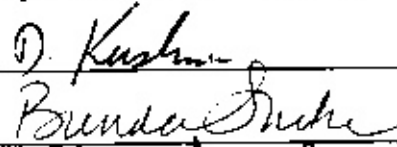





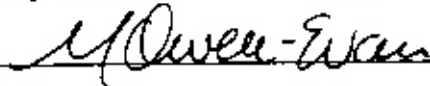


For the VTEA









Apprenticeship Program Outline

General

1. Each company will apprentice 1 person in a trade, Millwright, Sheetmetal, Electrician in year 2. Each company will apprentice 2 other apprentices over the life of the agreement. It is expected that the successful applicants will become "RED SEAL" qualified Journeymen in the trade for which they attend school.
2. Every person in the maintenance department is expected to take, at the company's expense any in house or outside training that may be required to safely perform any work needed to be completed.
3. All Mechanical Trades people will be given all the required safety training, at the company's expense, in order to be able to assist the other trades in job completion.

Acceptance to the Program

Core Qualifications

All Candidates for participation in the apprenticeship program must meet the following requirements:

1. Applicants for entrance into the apprenticeship program will be required to successfully complete an entrance exam administered through BCIT. They must meet the minimum entrance requirements currently defined by the VTEA's testing program that is administered by BCIT. Presently that standard is a 70% passing grade for entry into the trades apprenticeship program.
2. Must have minimum Grade 12 or GED equivalent.
3. Must be able to provide a minimum of 10 years post apprenticeship trades service.
4. Companies will post a notice that any person wanting to apply for an apprenticeship must be willing to take the BCIT entrance test at the company's expense.
5. Any employee who is not successful on the entrance test will be given one full year to upgrade their skills and retake the test. Having failed the entrance test the employee would not be able to post for an apprenticeship until they successfully pass the BCIT entrance test. Employees will not be able to fail the test more than once.

Successful Candidates

1. Will receive an assessment for the physical requirements by an independent certified third party occupational work assessment from one of three mutually agreed service provider. This assessment should also include a hands on aptitude test.

2. If within the first ninety days a successful candidate who discovers that the trade is not for them they may give up the apprenticeship posting and return to the production posting without penalty.
3. All postings for Charge Hands will have a clause of having 3 years experience working in the trade after the apprenticeship time.
4. Apprentices will be assigned all jobs by a Charge Hand or Maintenance Supervisor. Apprentices will be expected to follow all job instructions unless they feel the nature of the job is unsafe.
5. All Apprentices will be treated equally until they receive their "RED SEAL".
6. All Apprentices will meet at least 4 times per year with their Charge Hand, Maintenance Supervisor and the Journeyman they most often work with to evaluate progress and to assess what skill set areas need to be enhanced before the next meeting.
7. Apprentices will be expected to pass Trades School training at BCIT at the company's expense. If an apprentice should fail a year of Trade School training, then they will be required to repeat that school training at their own expense and be reimbursed by the employer after successfully completing the Trade School training. If an apprentice fails to be successful a second time they will be removed from the apprenticeship program.

ILWU/GWU Local 333

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