

Collective Agreement

Between

Vancouver Terminal Elevators' Association

on behalf of

Viterra Inc. – Cascadia Terminal

Viterra Inc. – Pacific Terminal

Richardson International Limited

Cargill Limited

Alliance Grain Terminal Ltd.

G3 Terminal Vancouver

And

Grain Workers' Union, Local 333, ILWU

January 1, 2019 to December 31, 2023

Collective Agreement

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This Agreement entered into as of the 1st day of January, 2019.

Between:

Vancouver Terminal Elevators' Association

on behalf of

Viterra Inc. – Cascadia Terminal
Viterra Inc. – Pacific Terminal
Richardson International Limited
Cargill Limited
Alliance Grain Terminal Ltd.
G3 Terminal Vancouver

(hereinafter called the “Companies”)

Of The First Part

And:

Grain Workers' Union – Local 333, ILWU

(hereinafter called the “Union”)

Of The Second Part

Witnesseth:

Whereas it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the Union and the Companies, and to set forth the basic agreements covering the rates of pay, hours of work and conditions of employment to be observed between the Companies and the Union;

Now Therefore the parties hereto and the employees of the Companies covered by this Agreement covenant with each other as follows:

ARTICLE 1 – DEFINITION

- 1.01 The term “Employee” as used herein and for the purpose of this Agreement shall include all persons employed by the Company and for whom the Union is certified as the bargaining agent by the Canada Industrial Relations Board.

- 1.02 The term “Company” as used herein and for the purpose of this Agreement shall mean one of the Companies party to this Agreement.

ARTICLE 2 – BARGAINING AGENCY AND RECOGNITION

2.01 Union Membership

Every employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment and every new employee whose employment commences hereafter shall within thirty (30) days after commencement of their employment apply for and maintain membership in the Union as a condition of their employment; provided that the Union shall not, without good cause, refuse membership to any applicant.

2.02 No Discrimination

The Companies shall show no discrimination and employ no discriminatory methods against membership in the Union.

2.03 Bulletin Boards

Each Company shall grant the Union the right to place bulletin boards in agreed upon places in the Plants for the purpose of posting Union notices, provided that all material so posted shall be approved by an officially designated representative of the Union and by the Terminal Manager or Supervisor. The Employer representative will not withhold approval unreasonably.

2.04 Dues and Assessments

- a. Each Company shall deduct from the wages of all employees and pay to the Union initiation fees, Union dues or money in lieu of Union dues, in the amounts following:
 - i. Initiation fees in the amount of \$50.00 or such amount as may be set by Union By-Laws from time to time, from the wages of those employees who the Union by written notice to the Company advises have been accepted as members of the Union.
 - ii. Union dues or money in lieu of Union dues in an amount per month equal to the sum of five (5) hours at basic rate as agreed to from time to time.
- b. The Company shall remit the moneys referred to in the subsection (a) to the Union at least once each month, together with a written statement of names of the

employees for whom the deductions were made and the amount of each deduction.

- c. Each Company shall honour a written assignment of wages to the Grain Handlers Holding Society.
- d. An Assignment pursuant to subsection (c) shall be substantially in the following form:

Until this authority is revoked by me in writing I hereby authorize you to deduct from my wages and pay to the Grain Handlers Holding Society:

Assessment in the amount of \$15.00

- e. Unless the Assignment referred to in subsections (c) and (d) is revoked in writing to the Company, the Company shall remit the assessments deducted to the Society at least once each month, together with a written statement of the name of the employees for whom the deductions were made and the amount of each deduction.

ARTICLE 3 – MANAGEMENT

- 3.01 All rights heretofore possessed and exercised by a Company are exclusive rights of the Company except to the extent that they are modified by provisions of this Agreement, provided, however, that these rights will not be used for the purpose of discrimination against employees.

ARTICLE 4 – HIRING

- 4.01 When a Company requires Watchpersons and student employees the Union will have the first opportunity to supply persons possessing proper qualifications, health and ability to fill the vacancy. If the Union is not able to supply persons to meet the requirements of the position within a reasonable period of time from notification, the Company may hire from any source.
- 4.02 The Union agrees that persons who have been discharged from employment in the industry for proper cause shall not be eligible for re-employment in the industry except at the sole discretion of the Company.
- 4.03 All part-time and full-time Watchpersons shall be employees of the Company, subject to the following conditions:

- a. Watchpersons must perform their duties during a strike or lockout whether such strike or lockout is in the terminal where the Watchpersons are employed or otherwise.
- b. Full-time Watchperson jobs shall be subject to the job posting procedure.

ARTICLE 5 – CONTINUOUS OPERATIONS

5.00 (a) The parties agree that the provisions of this Article are applicable when the Companies operate their facilities on a scheduled continuous (7 day) basis.

- (b) i. The shift schedule for continuous operations shall be in accordance with the Ready Award dated January 8, 2003 and the Ready Award dated September 23, 2003, or a variation of that schedule that is mutually agreed to by the parties. Employees will only be paid for hours worked pursuant to the continuous schedule (rather than being paid for 40 hours when they work less than 40 hours in a week as a result of the schedule).
- ii. The general assumption is that all employees at all facilities will be included in the scheduling regime for continuous shift operations. However, certain limited job functions may be required to be scheduled on a non-continuous basis, which is anticipated to arise in very limited circumstances.

(c) Employees working on Saturday and/or Sunday shall be paid as follows:

Saturday – 1.125 the hourly rate

Sunday – 1.25 the hourly rate

This provision applies to all employees, save and except students. The premium payable to students for scheduled Saturday work shall be the same amount as the “second shift” premium set forth in Article 6.06 of the collective agreement; and the premium payable to such employees for scheduled Sunday work shall be the same amount as the “third shift” premium set forth in Article 6.06 (such premium to be in addition to the premium which would in any event be payable under Article 6.06 -- i.e., to those employees actually working on a “second or third shift”).

- (d) A continuous operations umpire will be appointed in accordance with the Letter of Understanding attached to this Collective Agreement.
- (e) The filling of all vacancies and of new positions shall be governed by seniority subject to the requirements of competence and fitness and the efficient operation of the elevator. Such vacancies and new positions will be promptly bulletined for forty-eight (48) hours (not to include the five non-working General Holidays) on a bulletin board

provided in the elevator in which they occur. Employees who make application during the forty-eight (48) hour period will be considered for the position subject to the right of employees on vacation or who are absent due to scheduled days off, sickness or accident or who are on leave of absence during the period of the job posting to apply for such position within a three (3) day period after their return to work. In order that an employee who was absent due to days off would become aware of the posting upon return from days off, the posting will remain up for five days.

(f) Dual Classifications

- i. A dual classification shall be a classification which involves the performance of the duties encompassed by two classifications. Dual classifications are intended to enable the company to implement continuous shift operations without excessive overstaffing. Employees in a dual classification may be assigned to the duties of either of the classifications making up the dual classification.
- ii. The company may establish a dual classification where it is necessary to avoid excessive overstaffing. It is understood that a dual classification may be eliminated or re-established, or a new dual classification created, provided always that the criterion is the avoidance of excessive overstaffing.
- iii. Dual classifications shall be posted in accordance with the provisions of the collective agreement.
- iv. Where a dual classification is comprised of two classifications having different rates of pay, the employee shall be paid the higher of the two rates, regardless of the job function being performed.

(g) Overtime

The implementation of a continuous shift schedule requires a re-definition of overtime together with a re-statement of overtime premiums as follows:

- i. Time worked in excess of the scheduled hours in a work day or any hours worked on an employee's scheduled day off shall be considered as overtime and shall be paid at the rate of double time except that the first eight (8) hours of overtime worked on a scheduled day off of a block of days off shall be paid at the rate of time and one-half.
- ii. Where due to a shift change of an employee necessitated by the operation of the terms of this Agreement, an employee's scheduled hours of work under the current schedule exceeds an average of 37.3 hours of work per week in a shift cycle, the employee shall be compensated for such excess scheduled hours at the

rate of double time. The average of 37.3 hours of work per week shall not be used in order to calculate overtime for overtime work of less than one shift.

iii. Employees will not be permitted to bank overtime.

(h) General Holidays

Under continuous operations, Easter Monday will not be a General Holiday, but will be replaced with Easter Sunday. With the exceptions noted below, a General Holiday will not constitute a break in the normal operation of the shift cycle. The five exceptions are: Labour Day, New Year's Day, Easter Sunday, Christmas Day and Boxing Day, and these days shall be designated as non-working General Holidays.

An employee who is scheduled to work on a General Holiday will be paid in accordance with the collective agreement and will be granted a lieu day with pay. In short, the employee will be paid double time for working the General Holiday, and will get a later day off with pay. The lieu day will be taken at a time mutually agreeable to the company and the employee. Employees who request and are granted a lieu day at least two weeks in advance of the requested day off shall be guaranteed such day off. Management will not unreasonably deny such advance requests.

An employee will, on their request, have the option to have up to six (6) of their lieu days bought out per year. This option must be exercised annually by January 31 for the previous year's lieu days. This will supersede any present lieu day Letter of Understanding.

(i) Employees taking vacation shall commence their vacation on the first day of a six day work block.

(j) Employees who are scheduled to be on shift only at the time that a Union meeting is called for union elections and ratification of a new collective agreement, shall receive time off with pay limited to three hours.

(k) Reversion to Non-Continuous Operations

i. Employers have the right to move from a non-continuous schedule to the continuous schedule and vice versa upon two weeks notice.

ii. Employees moving from continuous to non-continuous operations and vice versa will receive overtime payment at two times their base rate for the first two days on which they commence work on the new schedule provided the change is at the insistence of the company or the employee has successfully bid on a posting that requires the employee to move from continuous to non-continuous or vice versa.

Employees who voluntarily make changes to their schedules are not entitled to any payment under this clause.

- (l) Except where indicated otherwise, the current collective agreement will be equally applicable to continuous shift operations as to non-continuous operations.
- (m) In establishing a continuous work schedule, the Companies should plan to have employees scheduled to fill the positions for the work required.
- (n) In implementing a continuous work schedule, it shall commence on a Monday. The last day for a continuous work schedule before reversion to a non-continuous work schedule shall be a Friday.
- (o) Employees who are "short" hours as a result of a change in their shift schedule shall be provided with the opportunity to work more hours at straight time to make up for the lost hours. Employees who are "long" hours as a result of a change in their shift schedule shall be paid overtime for those hours worked in excess of their previous crew schedule for that period.
- (p) When a Company reverts from one system of hours of work to the other systems of hours of work, employees who are actively at work at the time of change will be paid overtime at two times their base rate for the first 2 days on which they commence work on the new hours of work system.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.01 Work Week

Each of the Companies and the Union agree that the standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, Monday to Friday inclusive. The Monday to Friday provisions shall not apply to watchpersons and relief watchpersons (a relief watchperson is an employee of a Company who regularly substitutes for the watchpersons on the watchperson's days off and who normally works less than the standard week). The Companies will not institute swing shifts. Regular starting and quitting times for the various shifts will not be changed except by mutual agreement between a Company and the Union.

6.02 Overtime

Time worked in excess of standard hours of work as specified in Article 6.01 shall be considered as overtime and shall be paid at the rate of double time for such overtime hours. Except for watchpersons and relief watchpersons, time worked on Saturday shall be considered as premium time and shall be paid at the rate of time and one-half for the first eight (8) hours and at the rate of double time thereafter.

At Cascadia Terminal and Richardson International Limited, except for ship tie up crews, an employee called in to work on Saturday shall be guaranteed a minimum of eight (8) hours at the rate of time and one-half for that day.

- (a) Employees shall not normally be expected to work overtime where employees in the same classification are on layoff. However, either in emergency conditions or where the operational requirements of the employer render it impractical to call back such laid off employees overtime shall be worked. The employer will give reasonable notice of overtime requirement, the employers undertake to recall, where practical, laid off employees in the same classification.
- (b) Employees will not be requested to work more than four (4) hours overtime on any standard work day except in emergencies or where it is necessary to complete loading a vessel to enable the vessel to shift or sail. In such events, employees will not be requested to work more than six (6) hours overtime. If mutually agreed to by the Union and the Company, the above-mentioned limit of four (4) hours overtime on any standard work day may be extended to six (6) hours.
- (c) Employees on day shift will not be requested to work overtime on regular Union meeting nights except in emergency situations.
- (d) Whenever an employee is called upon to work overtime any part of one (1) hour, they shall be paid as though they had so worked for the whole of that one (1) hour.
- (e) An employee who is embarking on working overtime following the completion of their shift shall take a twenty minute break at the end of their regular shift before the overtime shift begins on the hour. In lieu of a hot meal the employee shall receive \$10.00 for each overtime shift over 2 hours worked after their regular shift.

6.03 Shifts

- (a) The day shift for employees shall be from 7:00 a.m. to 3:00 p.m. with a twenty (20) minute break for lunch, except for employees loading ships who, by mutual agreement between the Company and the Union, work a different schedule. An employee who is required to work during their lunch period will be paid overtime at the rate of double time and shall not be sent home early to avoid payment of overtime rates; provided, however, that this arrangement shall not apply to an employee working on shift and for whom (by mutual agreement) there is no scheduled lunch period, nor to an employee whose lunch period (by mutual agreement) is one-half hour and goes home one-half hour prior to the regular quitting time.

- (b) Whenever practicable the Company will arrange that employees shall alternate between the first, second and third shifts consecutively and that employees are to rotate their work as aforesaid.
- (c) The Company shall not call employees to return to work with less than eight (8) hours break between shift changes.

6.04 Overtime

- (a) Double time shall be paid to all employees other than watchpersons and relief watchpersons, when required to work on Sundays, with a minimum of eight (8) hours. Except in the case of an emergency caused by an equipment breakdown, the Company shall give adequate notice of Sunday overtime to employees, at least by 3:00 p.m. Friday, and shall first give separate notice to the shop steward.
- (b) Watchpersons and relief watchpersons (if the relief watchperson is normally working a full standard work week) shall receive prearranged days off in lieu of Saturday and Sunday. When required to work on either of their days off they will be paid time and one-half for their first day which is in lieu of Saturday and double time for their second day which is in lieu of Sunday.
- (c) Should it become necessary to shut down a terminal for any reason during a shift, employees on the shift will nevertheless be paid the eight (8) hours pay for the shift.

- 6.05 (a) With the exception of employees of Cascadia Terminal, and Richardson International Limited, called in to tie up a ship as provided for in Article 6.05(c), employees called in before their regular starting time shall be paid double time for work up to one hour, and for work over one hour, a minimum of four hours at double time, unless otherwise arranged by mutual agreement between the Company and the Union Plant Committee or a Shop Steward. It is understood that no one shall be called back after the meal break for less than the four (4) hours service or pay equivalent thereto. The said meal break for employees shall be the first twenty minutes following their standard work day, and any work performed during the meal break shall be paid for at the rate of double time.
- (b) Employees will not be called into work overtime before their regular starting time for more than two (2) hours unless there is an emergency, breakdown or an unplanned shortage of employees to carry out the work. If an employee is called in earlier than two (2) hours they will be paid two (2) hours pay at double time.
- (c) Employees of Cascadia Terminal and Richardson International Limited who tie up a ship at any time outside their regular working hours shall be paid for such work at double time with a guaranteed minimum of three (3) hours' pay.

6.06 Shift Premium

Employees, other than watchpersons and relief watchpersons, shall receive 1.05 times the applicable posted rate on second shift, and 1.07 times the applicable posted rate on third shift.

6.07 Notice of Layoff

- (a) Forty-eight (48) hours notice of layoff, and more if possible (not to include Saturday or Sunday or Holidays) shall be given hourly paid employees except when and so often as the Company is unable to operate its elevator for the taking and discharging of grain because of fire, power failure outside of the elevator, railway tie-ups or strikes, not within the control of the Company. An employee given forty-eight (48) hours notice of layoff is guaranteed sixteen (16) hours work or sixteen (16) hours pay. Notice of lay off will expire if an employee is not laid off in accordance with the notice.
- (b) At the time of posting a notice of layoff, the Company will deliver a copy of the notice to the Union Plant Committee.
- (c) Notice of layoff will commence upon notification to the employee or the Union regardless of whether the employee is actively at work or is absent as a result of being on their days off, vacation or any other approved leave of absence. If it is not possible for the Company to contact an employee, notice of layoff provided to the Union shall be considered to be sufficient notice.

ARTICLE 7 – GENERAL HOLIDAYS

- 7.01 (a) The following days shall be considered as General Holidays on which employees other than watchpersons and relief watchpersons shall not be required to work:

- | | |
|--|---|
| ☐ New Year's Day | ☐ Thanksgiving Day |
| ☐ Good Friday | ☐ Christmas Day |
| ☐ Easter Monday | ☐ Boxing Day |
| ☐ Victoria Day | ☐ Remembrance Day |
| ☐ Canada Day | ☐ Labour Day |
| ☐ British Columbia Day | ☐ BC Family Day |
| ☐ National Day for Truth and Reconciliation | |

Any general holiday proclaimed by the Federal Government or Provincial Government of British Columbia shall be granted to employees with the same conditions as a General Holiday.

Hourly rated employees shall be paid for the aforementioned General Holidays for eight (8) hours at regular rates provided that in order to qualify for such payment, any employee must have worked within the 15-day period immediately prior to the Holiday or within the 15-day period immediately after the Holiday, and in the case of a new inexperienced employee, must have had at least thirty (30) days employment with the Company.

- (b) For work performed on the aforementioned General Holidays double time shall be paid except to watchpersons and relief watchpersons.
- (c) Watchpersons and relief watchpersons (if the relief watchperson is normally working a full standard work week) required to work on a General Holiday will be scheduled another day off with pay in lieu of the General Holiday. When required to work on their day off which is in lieu of the Holiday they will be paid double time.
- (d) In the event that any of the General Holidays in Article 7.01(a) should fall on either Saturday or Sunday, employees shall receive a holiday with pay on the working day immediately following the General Holiday.

ARTICLE 8 – WAGES

8.01 Basic Rate of Pay

From and after the 1st day of January, 2011, the rates of pay for all employees shall be as is set out in the schedules attached hereto and forming part hereof. The Companies will pay the rates set out on the said schedules PROVIDED that when new inexperienced hourly rated employees are hired (other than watchpersons) they shall be paid for the first thirty (30) days of employment at ten cents (\$.10) per hour less than the basic rate obtained at the time of their being hired. During the first ninety (90) days of employment, the performance of all new employees will be reviewed to determine whether the employee is capable of carrying out the duties of their employment in the industry.

- 8.02 Commencing January 1, 2011 students will be paid at 95% of the General Labourer rate, minus \$1.00, regardless of the specific jobs performed by the students. Commencing January 1, 2013, students will be paid at 90% of the General Labourer rate, minus \$1.00, regardless of the specific jobs performed by the students.

ARTICLE 9 – POSTING AND VACANCIES

9.01 Changes in Employment

There shall be no immobilization of labour and it will not be open to any employee to refuse to engage in any employment during their regular hours. Any employee assigned to a higher rated position for a period of over two (2) days shall be paid at the wage rate prevailing for such higher position. When an employee is assigned to a higher rated position for the purpose of relieving another employee who is absent due to sickness, accident or regular vacation, they shall be paid the wage rate prevailing for such higher position provided it is understood that they will go back to their own category when the person they are relieving returns to the job. An employee shall continue to enjoy the rate for their classification when relieving another employee in a lower-rated classification who is absent due to sickness, accident or regular vacation. However, if they are transferred to a lower-rated position, their rate will be reduced to that of the new classification after the expiration of fifteen (15) days if such transfer is due to the application of the seniority provisions, and immediately if such transfer is due to demotion for just cause. If an employee returns to their classification as a result of the application of the seniority provision and is later transferred to a lower rated position, their rate will not be reduced to that of the new classification until the expiration of fifteen (15) days.

9.02 **Posting**

The filling of all vacancies and of new positions shall be governed by seniority subject to the requirements of competence and fitness and the efficient operation of the elevator. Such vacancies and new positions will be promptly bulletined for forty-eight (48) hours (not to include Saturdays, Sundays and Holidays) on a bulletin board provided in the elevator in which they occur. Employees who make application during the forty-eight (48) hour period will be considered for the position subject to the right of employees on vacation or who are absent due to sickness or accident or who are on leave of absence during the period of the job posting to apply for such position within a three (3) day period after their return to work.

9.03 **Training**

Employees who wish to train for other jobs within the terminal may notify the Company and the Union in writing, stating the job for which training is desired. The Company will select, by seniority, and subject to the efficient operation of the terminal, such employees for training. During training there shall be no change in the employee's job rate. This shall not restrict the Company's right to lay off employees.

ARTICLE 10 – VACATIONS

10.01 Employees shall receive an annual vacation with pay in accordance with the provisions of this Article.

10.02 **Length of Vacations and Time for Taking Them**

- (a) Each employee who has completed one (1) year of service shall receive two (2) weeks vacation to be taken by them between the first anniversary of their employment and the end of the calendar year in which that anniversary occurs.
- (b) After each of the following anniversary dates, an employee if they remain in the service of the Company, shall be entitled to vacation during the term of this agreement as follows:
 - ☐ Second – Two (2) Weeks
 - ☐ Third through Eighth – Three (3) Weeks
 - ☐ Ninth through Fourteenth – Four (4) Weeks
 - ☐ Fifteenth through Nineteenth – Five (5) Weeks
 - ☐ Twentieth through Twenty-fourth – Six (6) Weeks
 - ☐ Twenty-fifth and Succeeding Year – Seven (7) Weeks

Provided, however, that an employee who has passed their Second, Eighth, Fourteenth, Nineteenth or Twenty-fourth anniversary of their employment may take a week of vacation in addition to the weeks to which they are entitled (herein called the "additional week"). Such additional week must be taken between the applicable anniversary and the end of the calendar year in which that anniversary occurs.

Vacations must be booked by February 28 and confirmed by March 15 of each year.

10.03 **Pay for Vacations**

Pay for vacations shall be made as follows:

- (a) In the case of entitlement to two (2) weeks vacation with pay, 4% of the total wages earned by the employee from the date of their employment to the first day of their first vacation or from the first day of their preceding vacation to the first day of the vacation for which the pay is being paid.
- (b) Except as provided in Article 10.03(c), in the case of entitlement to three (3) weeks, four (4) weeks, five (5) weeks, six (6) weeks or seven (7) weeks vacation with pay,

either:

- i. 6%, 8%, 10%, 12% or 14% respectively, of the total wages earned by the employee from the first day of their last vacation to the date of commencement of the vacation for which the pay is to be paid,

or

- ii. If the Employee has worked a minimum of fifteen (15) days since the date of their last vacation, that part of 120 hours pay, 160 hours pay, 200 hours pay, 240 hours pay or 280 hours pay respectively as in the same proportion as the number of days from the date of their last vacation to the commencement of the vacation for which pay is to be paid bears to 365 days,

whichever is the greater.

In the Article "pay" means the employee's regular straight time rate of pay in force on the date of commencement of the vacation for which pay is to be paid.

- (c) Notwithstanding Article 10.03(b), when an employee passes their second, eighth, fourteenth, nineteenth or twenty-fourth anniversary of their employment between vacations they shall be paid,

either:

- i. 4%, 6%, 8%, 10%, or 12% respectively from the first day of their last vacation to the date of commencement of the vacation together with 2% for the period from their second, eighth, fourteenth, nineteenth or twenty-fourth anniversary of their employment to the date of commencement of their vacation,

or

- ii. If the Employee has worked a minimum of fifteen (15) days since the date of their last vacation that part of 80 hours pay, 120 hours pay, 160 hours pay, 200 hours pay or 240 hours pay respectively as is in the same proportion as the number of days from the date of their last vacation to the commencement of the vacation for which pay is to be paid bears to 365 days, together with that part of 40 hours pay as is in the same proportion as the number of days from second, eighth, fourteenth, nineteenth or twenty-fourth anniversary of their employment to the date of commencement of the vacation bears to 365 days,

whichever is the greater.

- 10.04 For greater certainty, it is hereby declared that an employee does not have entitlement to the additional week for the purpose of calculating pay under Article 10.03(a) and (b). The Company shall pay them therefore (whether such week is taken in conjunction with the vacation to which they are entitled under Article 10.02(b) or separately) in accordance with Article 10.03(c).
- 10.05 (a) An employee who terminates their service before they have completed one (1) year of service so that they have not earned an annual vacation shall receive as

vacation pay an amount equal to 4% of the wages earned by the employee during their period of service.

- (b) An employee who terminates their service after completing one (1) year of service shall receive vacation pay pro rata except that:
 - i. an employee who terminates their employment during a transition year but before they have taken their vacation shall not receive vacation pay for the additional week.
 - ii. an employee who terminates their employment during a transition year after they have taken their vacation, but before they have completed the necessary years as provided in Article 10.02(b) shall be deemed to be indebted to the Company for the amount they have been overpaid. The Company may deduct the amount of any such indebtedness from any amount owing to the employee at the date of termination of employment.
- (c) Transition years are the second, eighth, fourteenth, nineteenth and twenty-fourth years of service.

10.06 Vacation pay shall be paid to the employee in one (1) payment at least one (1) day before the beginning of their annual vacation. No employee shall be compelled to take their annual vacation prior to the anniversary of their employment, and annual vacations are not cumulative, but must be taken during the year in which the employee becomes eligible for such and at such times as is mutually agreed upon by the Union Plant Committee and the Company when the efficiency of operations shall not be impaired.

10.07 The Company will endeavour to give employees with school-age children their vacation during the school summer vacation period.

10.08 Vacation entitlement is to be as set forth herein.

ARTICLE 11 – SENIORITY

11.01 Seniority on Layoff and Recall

When staffs are being reduced, seniority shall govern the lay-off subject to the competence and fitness of the employees concerned and the necessity of maintaining the efficiency of elevator operations, and subject to the provisions of Article 6.07, Article 6 (Hours of Work). Employees whose positions are abolished or who have been displaced, may exercise their seniority over junior employees provided they are capable and qualified to undertake the same class of work. When staffs are augmented,

employees will be returned to the service and to the position they formerly occupied in order of their seniority, subject to the requirements aforesaid.

The Company shall make available to the Grievance Committee of the Union a seniority list of all employees.

11.02 **Loss of Seniority**

The parties understand and agree that the seniority of an employee is lost:

- (a) If an employee freely and voluntarily terminates their employment; or
- (b) If an employee is discharged by the Company for just cause; or
- (c) If an employee retires; or
- (d) If an employee fails to return from an authorized leave of absence without being able to show bona fide reasons for such failure; or
- (e) If any employee fails to report for work within seven (7) days following notice to the Chairperson of the Grievance Committee in the plant, and by registered mail to the employee's last known address, unless the employee shows bona fide reasons for their failure to report for work within seven (7) days of such notice.
- (f) Effective January 1, 2019:
 - i. employees with less than 10 years service prior to the date of layoff shall retain their rights of recall for a period of 36 months from the date of layoff;
 - ii. employees with more than 10 years of service prior to the date of layoff shall retain this right of recall for a period of 60 months from the date of layoff.
 - iii. employees who lose their seniority under this Article will receive severance pay of 3 weeks per year of service to a maximum of \$50,000.

11.03 **Promotion from the Bargaining Unit**

An employee who accepts a position outside of the bargaining unit shall have the right to return to their former job without loss of seniority within a period of ninety (90) calendar days from the date of their appointment and such an employee shall be deemed to have accrued seniority during this period if they return to their former job within this period.

11.04 Student Employees

- (a) Student employees may be hired for summer vacation relief between May 15 and Labour Day of each year and shall lose all seniority rights thereafter. The foregoing may be extended by mutual agreement between the Company and the Union. This Article is not intended to affect the Company's right to lay off or terminate for cause any such employees.
- (b) Student employees may be hired for Christmas vacation relief as of December 15th of each year and shall not work beyond January 7th of the following year.
- (c) Upon termination these vacation relief student employees shall lose all seniority rights thereafter.
- (d) Consideration will be given by the Union to any requests to hire students during the Spring Break.
- (e) The foregoing may be extended by mutual agreement between the Company and the Union. This Article is not intended to affect the Company's right to lay-off or terminate for cause any such student employees.
- (f) Students Christmas Vacation Relief employees shall not be paid for the following general holidays: Christmas Day, Boxing Day and New Year's Day. If the Company requests these students Christmas Vacation Relief employees to work on any of the aforementioned general holidays, they shall be entitled to double-time pay.
- (g) Student employees shall not be covered under the Dental Plan and Weekly Indemnity provisions of the Collective Agreement.
- (h) Student employees may elect to be covered under Article 13.02 of the Collective Agreement. In the event such election is made the student will be required to pay one hundred per cent of the premium.
- (i) Student employees shall be excluded from the Pension Plan. Nevertheless, effective January 1, 2011 the Company will make a contribution to the Pension Plan of One Dollar and Thirty Cents (\$1.30) per hour for each hour worked by each student.

ARTICLE 12 – SAFETY AND HEALTH

- 12.01 The Company agrees to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment.

- 12.02 (a) The Company and the Union Grievance Committee will cooperate to make reasonable provisions for the safety of the employees at the plant during the hours of their employment and to devise plans for the furtherance of safety measures. Safety equipment and devices when mutually agreed upon to be provided by the Company. This does not preclude the Company from installing any extra safety devices it deems necessary.
- (b) If an employee in good faith believes that to perform work under particular circumstances would endanger health and/or safety, they may refuse to work. Where good faith is shown on such a refusal the employee may be reassigned to work until the issue is resolved by the Company and the Union through the grievance procedure or by correction of item.
- 12.03 If an employee meets with an accident while at work, they shall be paid for their full day's wages for the day on which the accident occurred.
- 12.04 Rain gear will be provided to those employees who require it while working in the rain. Such gear shall not be removed from the terminal and remains the property of the Company.
- 12.05 Each Company will provide coveralls for all of its employees who require them as part of their duties/position. The Company will bear the full cost, including cleaning, and the coveralls shall remain the property of the Company.
- 12.06 Accidents which are required to be investigated in conformance with the Canada Labour Code will be investigated by both Co-Chairpersons of the Safety Committee or their designated alternates.
- 12.07 The Parties agree to form a sub-committee of no more than four representatives for each side to discuss training/education for both management and bargaining unit employees surrounding the duty to accommodate. Each facility must be willing to send at least 3 bargaining unit employees and 3 management employees for the training/education recommended by the sub committee.

ARTICLE 13 – MEDICAL PLAN

13.01 Medical Coverage

- (a) For each employee who has completed one (1) month of regular employment, the company will make available the Medical Services Medical Plan, and the extended health plan and dental plan, during the term of their employment, and for the four (4) calendar months, next following the month in which they are laid off, or retired, and to cover the dependents of such employee while such employee is on Workers' Compensation. A new employee (if the employee is working a full

standard work week) already covered by the Medical Services Plan, and the extended health and dental plan from another terminal on the date they are hired by the Company shall immediately be enrolled in the plans of the Company. The Company will bear 100% of the cost of such plans except in the circumstances stated in Article 13.05. All coverage under the plans of the Company shall equal the Pacific Blue Cross Plans offered up to January 1, 2021.

Each Terminal will have full authority to provide benefits through a carrier of their choice, other than Pacific Blue Cross. 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.

- (b) An employee who fully retires before the age of sixty-five (65) shall be entitled, on application by the retiree, to receive until they attain the age of sixty-five (65) full coverage under the Medical Services Plan, and the extended health and dental plans of the Company. The Company will bear 100% of the cost of such plans. The Company will provide up to \$2,300 per year in premium assistance for retired employees between the ages of sixty five (65) and eighty (80) years old (to December 31st of the year they turn 80)) who have obtained health or dental coverage through an insurance plan.
- (c) In the event of the death of an employee, the employee's spouse will be provided the Medical Services Plan, and the extended health and dental plans of the Company, for 4 months following the month in which they are deceased. Company to pay 100% premiums of the 4 month period.
- (d) In addition to the coverages provided up to January 1, 2021, the Company must ensure the following are covered under its extended health and dental plans:
 - (i) female birth control and hormone replacement coverage
 - (ii) orthotics \$200 per year, or \$400 every two (2) years
 - (iii) eye exams
 - (iv) Eyewear or laser eye surgery
 - (v) orthodontics coverage to \$3500 lifetime including adults

13.02 Sickness Indemnity Plan

- (a) For each employee who has completed one (1) month of employment, the Company will make available a Sickness Indemnity Plan during the term of their employment, and for the three (3) calendar months next following the month in which they are laid off, to provide weekly benefits of not less than Eight Hundred (\$800.00) for twenty-six (26) weeks duration commencing the first day of an accident or on the fourth day of illness and such plan shall also provide for payment of weekly benefits from the first day of illness where such illness is certified by a physician to have exceeded four (4) days duration. The Company will bear 85% of the cost of such plan and the remaining 15% will be paid by the employee except in the circumstances stated in Article 13.05.
- (b) The Company will pay the cost of obtaining medical information which is requested by the Company to confirm the medical condition of the employee. This provision will not apply to the obligation of the employee to obtain certification by a physician under Article 13.02(a) or under Article 13.03 of the Collective Agreement.
- (c) The Company will use the "Diebolt" form for eligibility for sickness indemnity benefits as set out in the Award between Cargill Limited and Grain Workers Union, Local 333 (Sickness Indemnity Claims Grievance) dated August 5, 2014, or other form that is agreed between the Parties or ordered by an arbitrator, tribunal, or court.

13.03 Long Term Disability

Effective January 1, 2019, a Long Term Disability Plan will be instituted for employees who have completed six or more years of service with the Company. The Plan will provide a benefit of 75% of the employee's regular rate of pay up to a maximum of \$3000.00 per month. Such benefits will commence after the expiration of the Sickness Indemnity benefits provided for in Article 13.02. The Company will bear 85% of the cost of such plan and the remaining 15% will be paid by the employee except in the circumstances stated in Article 13.05.

Any employee whose insurance shall have been terminated on account of termination of employment and returns to active full-time employment within one year of such termination with an employer who restores the employee's full seniority, shall have insurance reinstated on the date they return to active full-time employment.

The Long Term Disability Plan will be insured by a policy of insurance containing the generally accepted conditions normally included in such policies.

13.04 Life Insurance

- (a) The Life Insurance policy available to employees shall provide coverage to three times the yearly salary rate, 10% of which shall be fully paid-up and shall cover an employee on retirement. Coverage shall be compulsory for employees. The Company will bear 85% of the cost of such insurance and the remaining 15% will be paid by the employee except in the circumstances stated in Article 13.05.

13.05 Benefits During Leaves of Absence

For employees on leave of absence, the cost of the benefits provided in Article 13.01, 13.02 and 13.04 will be shared in the ratio of 85/15 only for the first ninety (90) days of such leave of absence. On the ninety-first day and thereafter of such leave the cost of the benefits will be borne sixty (60%) percent by the Companies and forty (40%) percent by the employee.

13.06 Benefits During Weekly Indemnity, LTD and W.C.B.

- (a) For employees on Weekly Indemnity, Long Term Disability or Workers' Compensation, the cost of benefits will continue in the ratio of 85/15. Such employees must ensure that their share of the cost is submitted to the Company and kept up to date. It is understood, however, that the Company will not take steps to discontinue the coverage of an employee whose share of the premium falls behind without giving the employee at least (30) days' notice of its intention in that regard. The notice shall be sent by registered mail to the employee's last known address, and a copy of the notice shall be sent to the union by ordinary mail.
- (b) The Company will comply with the obligations imposed by the current provisions of the *Canada Labour Code* with respect to maternity leave.

ARTICLE 14 – GRIEVANCE PROCEDURE

- 14.01 In the case a grievance arises in the plant, an honest effort shall be made to settle the difference, without stoppage of work, in the following manner:
- 14.02 There shall be a Grievance Committee in each terminal elevator, consisting of three (3) employees designated by the Union in each terminal, who are actually then in the employ of the Company, and who will be afforded such reasonable time off as may be required to attend meetings held at the request of the Management or the Grievance Committee.
- 14.03 The Union agrees to advise each Company of the names of members of the Grievance Committee in writing, and also of any changes from time to time.

- 14.04 An officer on behalf of a Company, or an officer on behalf of the Union, or an aggrieved employee can, as Grievor, initiate and file grievances for processing under this Agreement. In case of a grievance being filed by either a Company or the Union, these Parties shall commence discussions at the Third Step of the Grievance Procedure and the grievance shall be put in writing by the aggrieved Party should settlement not be reached in that Step. Thereafter the procedure shall follow the Third and Fourth Steps as outlined herein.
- 14.05 The steps to be taken in the handling of any grievance shall be:
- (a) First: The aggrieved employee shall notify their Grievance Committeeperson who shall immediately request time off from their supervisor in order to take up the matter if the case is urgent. If the case is not extremely urgent, it shall be taken up at the end of the shift. The Grievance Committeeperson with or without the aggrieved person, shall take up the matter with the supervisor. Failing a satisfactory settlement the grievance shall, within five (5) working days of the event which gave rise to the grievance, be put in writing on the Grievance Form provided by the Union and shall be signed by the Grievance Committeeperson and the Supervisor. The Supervisor shall give their answer within two (2) working days, after which the Second Step shall be invoked if no settlement has been reached.
 - (b) Second: The Grievance report shall thereafter be submitted within three (3) working days by the Grievance Committeeperson to the Department Manager or Managers who shall place their answer in writing on the form provided and return same to the Grievance Committeeperson within three (3) working days. Failing settlement, the Third Step shall be invoked.
 - (c) Third: Within fifteen (15) working days of completion of the Second Step, the Grievance Committee, along with a representative of the Union, if so desired by the Union, and a senior representative of the Company in the Port of Vancouver, above the rank of Department Manager or Managers shall attempt to reach a satisfactory settlement within five (5) working days. The third stage reviewer for the employer shall be a person who shall be other than and above the rank of the person who directly or indirectly made the decision that is the subject of the grievance. Failing settlement within the said five (5) working days, the Fourth Step may be invoked.
 - (d) Fourth: The Grievance may be referred to arbitration provided either party gives to the other party written notice within twenty (20) working days of the completion of discussion at the Third Step. In the case of Grievance involving the interpretation of alleged violation of the Agreement, the decision of the Arbitrator shall be final and binding on both parties to the Agreement. With respect to any matter that has been referred to arbitration no lock out or strike action shall be taken pending the decision of the Arbitrator.

- (e) Fifth: After referral to arbitration, the responding side will reply with a list of twelve dates of availability within the next four months (or in the case of discharge, ten dates within nine weeks). The initiating side will indicate which of those dates it is also available. Arbitrators shall be mutually agreed upon by counsel retained by each party. If the responding party does not make available the required number of dates within the required time, the initiating party may establish a list of potential dates for the arbitration and canvass arbitrators in rotation to hear the arbitration on one or more of those dates. If the initiating party does not make available any of the dates on the responding parties' list, the arbitration will be scheduled at some later time acceptable to the responding party.

14.06 **Industry Arbitrator**

The same person appointed umpire for the purpose of implementing continuous operations shall be the industry arbitrator charged with arbitrating any grievances that may arise under the terms of the Collective Agreement in a reasonably expeditious manner.

ARTICLE 15 – DISCIPLINE

- 15.01 All warning letters sent to employees by the Company shall be null and void after twenty (20) months from the date of their issuance and shall be stricken from the employees' record. At a time which does not interrupt production an employee may arrange to review with the Terminal Manager any warning letters which are on their record.

ARTICLE 16 – PENSIONS

- 16.01 (a) The Companies who are members of the B.C. Terminal Elevator Operators' Association, in cooperation with the Union have established the Port of Vancouver Terminal Elevator Industry Pension Plan in accordance with the terms set out in the Collective Agreements between the Companies and Pioneer Grain Terminal Limited and the Union all entered into as of the 10th day of October, 1974.
- (b) The sole financial responsibility of the Companies to the said Pension Plan commencing January 1, 2019 shall be \$6.94 per payroll person hour worked. Commencing January 1, 2021, the sole financial responsibility of the Companies to the said Pension Plan shall be \$7.19 per payroll person hour worked. Commencing January 1, 2023, the sole financial responsibility of the Companies to the said Pension Plan shall be \$7.44 per payroll person hour worked.
- (c) Commencing January 1, 2019, the Companies shall deduct from each employee's wages, as a condition of each employee's continued employment, a sum equal to \$4.25 per payroll person hour worked by such employee, and remit it to said

Pension Plan. Commencing January 1, 2021, the Companies shall deduct from each employee's wages, as a condition of each employee's continued employment, a sum equal to \$4.00 per payroll person hour worked by such employee, and remit it to said Pension Plan. Commencing January 1, 2023, the Companies shall deduct from each employee's wages, as a condition of each employee's continued employment, a sum equal to \$3.75 per payroll person hour worked by such employee, and remit it to said Pension Plan. To the extent necessary, each employee shall, as a condition of employment or continued employment, sign an appropriate assignment of wages allowing for such deduction and remission.

- (d) It is agreed that the said Pension Plan shall be modified to provide for a seventh trustee. The seventh trustee will be wholly independent and will preside at trustee meetings. In the event that the Company and Union trustees are unable to reach agreement on any issue then the seventh trustee will have a casting vote. Should the parties be unable to agree on the selection of the seventh trustee for a fixed period of time or upon any successor of any such trustee, application will be made to the Chief Justice of British Columbia to make such an appointment.

ARTICLE 17 – CONTRACTING OUT

- 17.01 (a) The Company will not contract out work normally performed by employees within the bargaining unit if such contracting out results directly in the lay-off of any employee.
- (b) The Company further agrees that if qualified employees are available, and if the Company has in the terminal the equipment necessary to accomplish the work, and if the work can be completed at and in the time required, and if the nature of the work is normal and routine and is presently performed by the employees, such work will continue to be carried out by employees covered by the Agreement. Nothing of the foregoing shall be interpreted as a restriction of the Company's right to purchase equipment and component parts intended for the operations of the terminal.
- (c) The Companies agree to inform the Union Plant Committee by giving reasonable notice in writing of their intention to contract out work in the terminals.

ARTICLE 18 – LEAVES OF ABSENCE

- 18.01 (a) The Company will grant leave of absence without pay upon written application and for the duration of this Agreement to not more than two (2) employees to enable such employees to engage in full-time Union business. Such leave shall be without loss of seniority, and with full coverage for M.S.P., Pacific Blue Cross Extended Health Care, Pacific Blue Cross Dental Plans A, B, and C, Sickness Indemnity and

Group Life Insurance and , in addition, the applicable welfare plan. Such full coverage shall be paid for by the Union.

- (b) The Company may grant leave of absence to an employee requesting such leave. Such requests are to be in writing. Approval shall not be withheld unjustly and shall take into account the operational requirements of the Company. If a leave of absence is not granted, the Company will, if requested, provide the reasons. The Company will not grant a leave of absence without informing the Union.

ARTICLE 19 – SALE, LEASE OR TRANSFER

- 19.01 In the event of the sale, lease or transfer of a Company's operations, or part thereof, the purchaser, lessee, or transferee shall be bound by all the terms and conditions of this Collective Agreement.

ARTICLE 20 – NO STRIKES OR LOCKOUTS

- 20.01 The Union agrees that during the term of the Agreement there will be no slowdown nor strike, stoppage of work, cessation of work, or refusal to work or to continue to work. The Companies agree that during the term of the Agreement there will be no lockout.
- 20.02 The Union agrees that in the event of strikes or walkouts, the Union will not take similar action on the ground of sympathy, but will continue to work. The Companies do not expect members of the Union to pass a picket line.

ARTICLE 21 – AUTOMATION AND JOB SECURITY

- 21.01 (a) For the purpose of this Collective Agreement "technological change" means:
 - i. the introduction by the Company of equipment or material of a different nature or kind than that previously utilized by it; or
 - ii. a change in the manner in which the Company carries on its work, undertaking or business that is related to the introduction of that equipment or material.
- (b) In the event that technological changes are planned by a Company which would have the effect of abolishing old classifications or creating the need for new ones, the Company will give the Union six months notice of such changes and negotiations will commence immediately for the establishment of appropriate classification names and rates of pay.
- (c) The notice shall be in writing and shall state:
 - i. the nature of the technological change;

- ii. the date on which the Company proposes to effect the technological change;
 - iii. the approximate number and classifications of employees likely to be affected by the technological change;
 - iv. the likely effects of the technological change upon any employee directly or indirectly affected.
- 21.02 In the event that the Company and the Union do not agree, the matter shall be referred to an Arbitrator as provided in the Grievance Procedure within twenty (20) working days of the failure of the Company and the Union to agree.
- 21.03 If the Union and the Company reach agreement or should an arbitration award be published and as a result an employee is demoted, or the wage rate for their job classification is reduced, such an employee shall continue to be paid their former rate at the time of the demotion or reduction for a period of three (3) months, and thereafter for a further period of three (3) months the employee will be paid an adjusted rate which will be mid-way between their former job classification rate at the time of the demotion or reduction and the rate for the new regular job classification, and thereafter such employee shall be paid the rate of the new regular job classification. Notwithstanding the terms of this subsection the parties, or the Arbitrator have the power to set higher rates for new classifications.
- 21.04 Subject to the provisions of the Collective Agreement governing seniority, when an employee who has at least one (1) year of service with the Company is displaced from their job by reason of technological change, and where a vacancy exists for which they might qualify by training, they shall be entitled to such training, whether on or off the job, at the Company's expense, but such period of training shall not exceed a maximum of thirty (30) working days except when otherwise mutually agreed between the Company and the Union. During training the trainee shall be paid ten cents (\$.10) per hour less than the rate for the job for which they are being trained.
- 21.05 In the event that an employee is terminated by reason of technological change or plant closure, such employee shall be entitled to severance pay on termination at the rate of one (1) week, comprising forty (40) hours at such employee's regular rate of pay at the time of termination, for each year of service with the Company up to a maximum of twenty-six (26) weeks' severance pay.

ARTICLE 22 – TRADESPERSONS

- 22.01 (a) The Companies acknowledge that they wish to obtain their apprentices and Tradespersons from the bargaining unit. If an apprentice is required by the Company, such a position shall be posted. Selection of apprentices shall be made from among those candidates with Grade 12 standing or equivalent educational

qualification who have the necessary capability and seniority. If there is no qualified candidate in the bargaining unit, the Company may hire one. After their first year as an apprentice, apprentices may be required to work independently, subject to safety considerations.

Applicants for entrance into an apprenticeship will be required to successfully complete an entrance exam administered through BCIT.

- (b) No employee who is or has been employed as a tradesperson shall be eligible to enter apprenticeship in another trade under the provisions of this Article.
 - (c) The classification of millwrights and sheet metal workers shall be consolidated into one classification on January 1st, 2004. The consolidated classification shall require no more than one charge hand. All new apprentices in the new mechanical trade will be trained as millwrights and will be offered additional sheet metal modules as determined by a joint committee of the employers, union and BCIT. Existing sheet metal tradesmen and millwrights will be grandfathered in that trade if they so choose but they will be required to assist another millwright or sheet metal worker within the terminal. Grandfathered tradesmen will be classified within the mechanical trade classification. No employee will be discriminated against on the basis of their choice.
- 22.02 The Companies shall supply tools which shall remain the property of the Company and shall be signed for by the employee. Tools shall not be removed from the Company's premises. Tools lost, worn or broken must be satisfactorily accounted for by the employee.
- 22.03 (a) When tradespersons and apprentices are away from work and attending a B.C. Vocational School to receive the in-school part of their training, which is conducted by and arranged by the Vancouver Terminal Elevator Operators' Association and the Industrial Training Authority, they will be paid the difference, between forty (40) hours at their rate, not including overtime, and the weekly allowance they receive from Canada Manpower. Living out allowance would not be included in the amount to be deducted.
- (b) Apprentices will automatically be paid the difference in wages as above provided for their first attempt at completing a year of studies (school training), even if they should fail the school training. Payment for the difference in wages for repeating the year of studies (school training) will be withheld until the school report is received. If they are successful on the repeat course, the apprentice will be paid the difference in wages as above provided. If the apprentice is unsuccessful in their second attempt at completing the year of studies, no payment will be made of wage difference and the Contract of Apprenticeship will not be extended. An

apprentice who fails their second attempt cannot decide to enter apprenticeship in another trade under the provisions of this Article.

22.04 All successful applicants for apprenticeship shall be signed up with the British Columbia Apprenticeship Branch within three (3) months of their selection on posting.

22.05 An apprentice at the successful completion of each year of this apprenticeship shall become entitled to an increase in their hourly wage as follows:

$$\frac{\text{Difference between} \\ \text{Apprentice rate and} \\ \text{Journeyman Rate}}{\text{Years required for} \\ \text{apprenticeship}} \quad \times \quad \text{Years of apprenticeship actually completed}$$

22.06 Due to technological changes in the industry, selected tradespersons may be given time off with pay to obtain upgrading courses in their respective trades. The Companies will assume the cost of such courses.

22.07 An employee applying for and being accepted as an apprentice by the Company will not be permitted, for any reason, to voluntarily return to a non-trade position (through bumping, posting or otherwise) for a minimum of 10 years from the date of the conclusion of the apprenticeship program. This restriction is not intended to cover situations where the Company reduces the trade positions through operational changes or otherwise. In such cases an employee affected may use their seniority to bump into an operations position. This restriction is also not intended to restrict the movement of a trade employee to an operations position should a need for accommodation arise due to a disability.

22.08 Employees successfully completing their Red Seal exam may not apply for a Charge Hand position for a period of three years.

ARTICLE 23 – JOINT INDUSTRY COMMITTEE

23.01 For the purposes of considering and resolving accumulated contentious issues, the Companies and the Union agree to request the Federal Minister of Labour, or their designate, to convene and chair a joint meeting of representatives of the Industry and of the Union.

ARTICLE 24 – SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

- 24.01 For the purposes of this Article, the term “temporary lay-off shall mean:
- (a) for employees with less than 10 years of service prior to the date of layoff, any lay-off that does not exceed one year (or 52 weeks) in duration; and
 - (b) for employees with more than 10 year of service prior to the date of layoff, any lay-off that does not exceed two years (or 104 weeks) in duration.
- 24.02 Supplemental Unemployment Plan benefits shall be payable to an employee on temporary lay-off in the amount and subject to the conditions set out in this Plan.
- 24.03 An employee must have completed a minimum of two (2) years of service with the Company at the date of lay-off.
- 24.04 Supplemental Unemployment Plan benefits will be payable only to those employees on temporary lay-off who are eligible for and where applicable, have received Employment Insurance Commission benefits in each week of lay-off, and a week of lay-off means a period of seven (7) consecutive days, commencing on and including Sunday. Benefits are only payable if the employee is in receipt of Employment Insurance Commission benefits from a claim based on hours worked for the Company. An employee who has exhausted their EI claim with the Company is not eligible for benefits.
- 24.05 An employee must apply to the Company and furnish the necessary proof of eligibility for Supplemental Unemployment Benefit Plan benefits in a manner acceptable to the Company.
- 24.06 An employee shall not be entitled to Supplemental Unemployment Plan benefits after:
- (a) The employee has refused a call back to work in accordance with the provisions of the Collective Agreement;
 - (b) The employee is receiving sickness and accident indemnity payments under the Company plan, Workers' Compensation or severance pay in any week of lay-off.
- 24.07 An employee on temporary lay-off and subject to the conditions set out in this plan shall be eligible for Supplemental Unemployment Benefits Plan benefits of seventy percent (70%) of regular wages, based on the regular hourly rate, per week of lay-off, or one-fifth (1/5) of the said 70% of weekly wages for each day, less the amount received from Employment Insurance for benefit periods to the following maximums:
- | | | | |
|-----------|-----|---------------|----------|
| After two | (2) | years service | 15 weeks |
| After six | (6) | years service | 17 weeks |

After seven	(7)	years service	19 weeks
After eight	(8)	years service	21 weeks
After nine	(9)	years service	23 weeks
After ten	(10)	years service	25 weeks
After eleven	(11)	years service	27 weeks
After twelve	(12)	years service	29 weeks
After thirteen	(13)	years service	31 weeks
After fourteen	(14)	years service	33 weeks
After fifteen	(15)	years service and in each year thereafter	35 weeks

No employee shall be paid Supplemental Unemployment Benefit Plan benefits for more than thirty-five (35) weeks in a calendar year.

During the two (2) week waiting period presently imposed by Employment Insurance, before E.I. benefits are paid, each laid-off employee covered by this Supplemental Unemployment Benefit Plan who is otherwise eligible for E.I. benefits shall receive one-half (50%) the supplemental Unemployment Plan benefits provided under this Article 24.07.

This is intended as make-up, and if the Employment Insurance payments should change during the life of the Agreement, the amount of make-up will be reviewed by both parties.

Should an employee on temporary lay-off earn income from other sources, the company will not reduce the supplemental unemployment benefit payment by the amount earned; neither will the supplemental unemployment benefit payment be increased as a result of the reduction of an employee's unemployment insurance benefit caused by earnings from other sources. (This change must be approved by Employment and Immigration Canada.)

In no circumstance will the combined weekly level of unemployment insurance benefit, Supplemental Unemployment Benefit Plan benefits and all other earnings exceed the limit established for the purpose of the registration of supplemental unemployment benefit plans of 95% of the employee's normal weekly earnings.

- 24.08 The payment of benefits to employees on temporary lay-off will be made by the employer on a "pay as you go" basis separate from the regular payroll. Accordingly, on the winding up of the Plan there will be no funds for distribution.
- 24.09 No employee shall have any right, title or interest in or to any employer contribution in the Plan.
- 24.10 No benefit payment to an employee shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment execution, or encumbrance of

any kind and any attempt to accomplish the same shall be void. In the event that such an attempt has been made, the employer in its sole discretion may terminate the interest of such person in such benefit and apply the amount of such benefit to or from the benefit of such employee and any such application shall be a complete discharge of all liability with respect to such benefit payment.

- 24.11 This Plan shall be effective on and after January 1st, 1993, but it is understood and agreed that notwithstanding the said effective date the Plan must be approved by the Employment Insurance Commission and the Department of National Revenue.
- 24.12 Payments such as guaranteed annual remuneration, deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

ARTICLE 25 – GENERAL

- 25.01 Employees shall take orders only from their respective supervisor, or other properly authorized members of management when supervisors are not immediately available.
- 25.02 The Companies agree to continue to make every reasonable effort to improve washroom and locker facilities and the employees will endeavour to keep them clean.
- 25.03 Supervisory staff will not do the work customarily performed by members of the bargaining unit. This will not apply in cases of emergency or unplanned shortage of personnel.
- 25.04 In the case of a death in the immediate family, of an employee, the Company will grant up to three (3) days leave of absence with pay to the employee on the basis of their regular straight time hourly rate, provided the circumstances exist which necessitate their absence from work. An employee will be granted up to an additional two (2) days leave of absence with pay, at regular straight time hourly rates, if the employee actually travels more than five hundred (500) kilometres (one way) to attend the funeral of the family member or immediate family member.

"Immediate family" shall be deemed to mean the employee's father, mother, spouse, common-law spouse (a marriage-like relationship), son, daughter, sister, brother, father-in-law, mother-in-law, grandparents and spouse's grandparents, son-in-law, daughter-in-law, grandchildren, common-law spouse's father and mother, step parents, step children, sister and brother-in-law, common law spouse's children, common law spouse's sister and brother, and foster children.

Such bereavement leave of absence shall not reduce the number of days' vacation to which the employee is entitled under Article 10.

- 25.05 When an employee is required to serve on a regular or coroner's jury, or civil court jury, or is subpoenaed as a Crown witness, they shall be granted leave of absence with pay for straight time hours necessarily absent during which they would otherwise have been working. An employee who is scheduled to work on an afternoon or night shift and is absent in accordance with the above, shall not be required to work on their scheduled shift for the time that they would have been necessarily absent if scheduled on a day shift.
- 25.06 Upon notification to the Terminal Manager or Supervisor, a Union representative may enter the terminal elevator on Union business.
- 25.07 The revisions of and the amendments and additions to the next preceding Collective Agreement incorporated into this Collective Agreement shall be effective from the 1st day of January, 2019 for the balance of the term or any yearly renewal of the term of this Collective Agreement unless otherwise stated by the terms of this Agreement.

ARTICLE 26 – DURATION OF AGREEMENT

- 26.01 This Agreement shall be in full force and effect from January 1, 2019 except as hereinbefore provided in Article 25.07 until December 31, 2023 and thereafter shall remain in full force and effect from year to year unless written notice that changes are desired herein is given by either party to the other party at least sixty (60) days prior to December 31, 2023, or sixty (60) days prior to any subsequent annual expiration date.

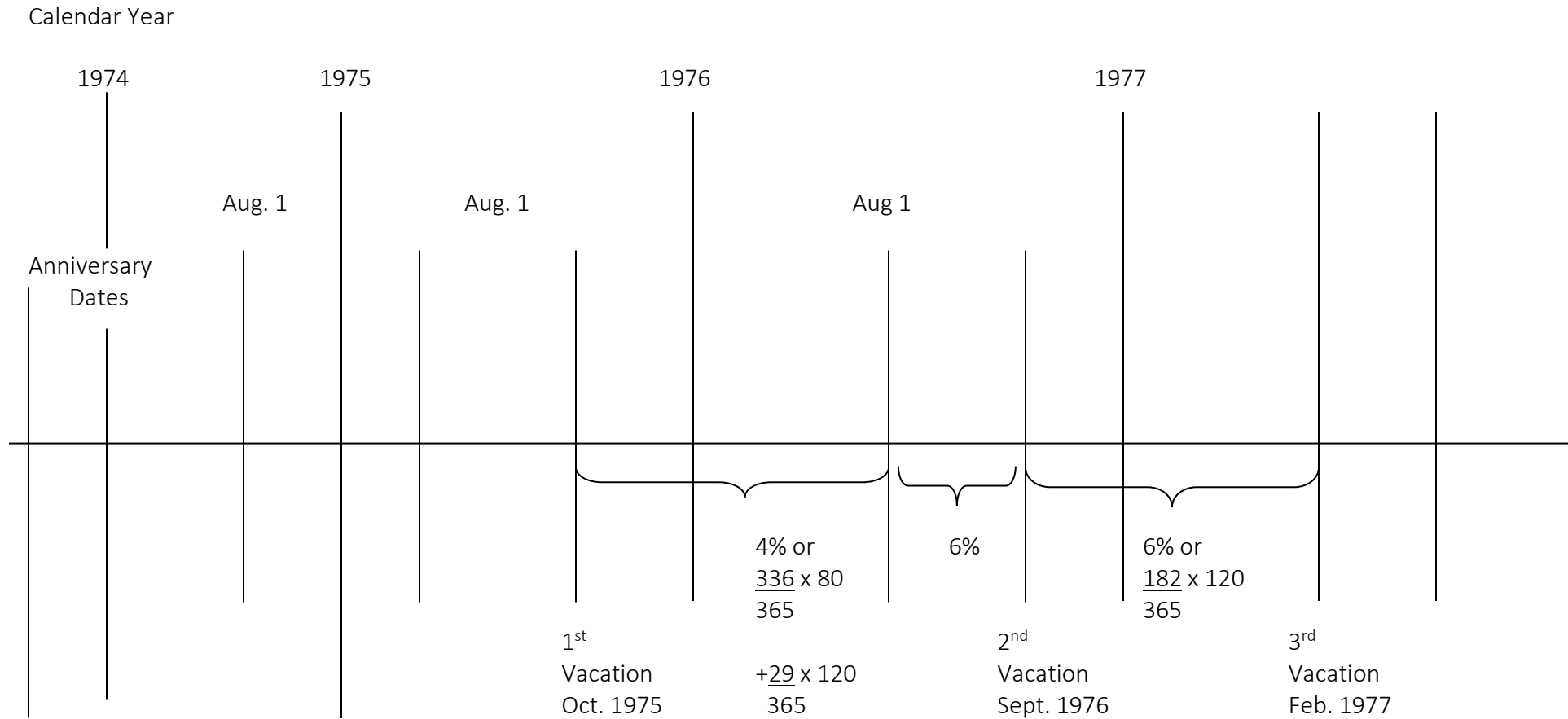
IN WITNESS WHEREOF the Association has caused these presents to be executed by its officers, thereunto duly authorized and the Union has caused these presents to be executed by its proper officers, as of the day and year first above written.

For Grain Workers' Union, Local 333, ILWU For Vancouver Terminal Elevators'
Association

Vacation Scheme Examples

1. (a) An employee was hired on August 1, 1974.
- (b) Their first vacation taken was in October, 1975.
- (c) They wish to take their vacation for 1976 in September 1976 which will be passed their second anniversary date into their third year of employment.
- (d) The vacation pay for this employee for 1976 will be 4% of their earnings from October, 1975 to July 31, 1976 and 6% of their earnings from August 1, 1976 until September, 1976 or 80 hours pay prorated on the part of the vacation before the anniversary date (October 1975 to July 31, 1976) plus 120 hours pay prorated on the part of the vacation after the anniversary date (August 1, 1976 to September 1976) whichever is the greater.
- (e) The actual time for the employee in 1976 would be that they would be able to take three weeks vacation after August 1, 1976.
- (f) If the employee wished to take their 1977 vacation in February, 1977, they would receive 6% of their earnings between September 1976 to February 1977 or $182/365 \times 120$ hours pay, whichever is the greater.
2. (a) An employee was hired on October 1, 1974.
- (b) Their first vacation taken was in November 1975.
- (c) They wish to take their vacation for 1976 in July 1976 which will be before their second anniversary date.
- (d) The employee will be able to take two (2) weeks vacation in July of 1976 and their vacation pay will be 4% of their earnings from November 1975 until their vacation date in July 1976 or the alternate prorata calculation.
- (e) After the employee passes October 1, 1976 they will be able to take one further week of vacation for which they will be paid 4 percent of their earnings from their vacation in July in 1976 until October 1, 1976 and 6 percent thereafter to the date they take their third week or the alternate prorata calculation.

Vacation Scheme Example #1



Viterra Inc. – Cascadia Terminal
Schedule #1
Occupational Classifications and Wage Rates – Vancouver, BC

The hourly rates shown below are effective the date specified and shall be retroactive for all hours worked to that date except for students and employees who have been discharged for cause, or as otherwise specified.

CLASSIFICATION	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1/ 2023
Electrical Technologist	44.10	45.20	46.33	47.49	48.80
Electronic Technician	43.72	44.81	45.93	47.08	48.37
ELECTRICAL					
Electrician	43.07	44.15	45.25	46.38	47.66
Apprentice 3 rd Year	42.37	43.43	44.52	45.63	46.88
Apprentice 2 nd Year	41.69	42.73	43.80	44.90	46.13
Apprentice 1 st Year	41.00	42.03	43.08	44.16	45.37
Apprentice	40.32	41.33	42.36	43.42	44.61
MECHANICAL					
Mechanic	43.07	44.15	45.25	46.38	47.66
Mechanic Apprentice 3	42.37	43.43	44.52	45.63	46.88
Mechanic Apprentice 2	41.69	42.73	43.80	44.90	46.13
Mechanic Apprentice 1	41.00	42.03	43.08	44.16	45.37
Mechanic Apprentice	40.32	41.33	42.36	43.42	44.61
Panel Control Operator	40.58	41.59	42.63	43.70	44.90

Panel Control Operator Relief	40.58	41.59	42.63	43.70	44.90
Inspector 1	40.58	41.59	42.63	43.70	44.90
Inspector 2	40.15	41.15	42.18	43.23	44.42
Property Maintenance Person	39.69	40.68	41.70	42.74	43.92
Pellet Plant Operator	39.69	40.68	41.70	42.74	43.92
Head Cleanerperson *	39.60	40.59	41.60	42.64	43.81
Truck Loader	39.60	40.59	41.60	42.64	43.81
Cleanerperson Operator Relief	39.60	40.59	41.60	42.64	43.81
Distribution Systems Person	39.20	40.18	41.18	42.21	43.37
Hydraulic Grain Car Unloader	39.20	40.18	41.18	42.21	43.37
Dock Person	38.81	39.78	40.77	41.79	42.94
General Labourer Experienced	38.67	39.64	40.63	41.65	42.80
Janitor	38.67	39.64	40.63	41.65	42.80
Student Experienced	33.80	34.68	35.57	36.49	37.52
General Labourer 1 st 30 days	38.57	39.54	40.53	41.55	42.70
Watchperson	38.22	39.18	40.16	41.16	42.29

- Head Cleanerperson position shall be posted

Charge Hand: Any employee acting as an Operations Charge Hand shall receive fifty cents (50 cents) per hour above their classification rate and the fifty cents (50 cents) per hour shall be included in their classification.

Any employee acting as a Maintenance Charge Hand shall receive one dollar (1 dollar) per hour above their classification rate and the one dollar (1 dollar) per hour shall be included in their classification.

First Aid Allowance: A qualified First Aid Attendant (ie holding a Level 2 Ticket) who is acting in that capacity on a shift, when the elevator as a whole is operating, will be paid a premium of \$1.00 per hour over their posted rate, provided that not more than one person per full shift shall be required to be paid such allowance. The Company will pay at straight time rates for time required for an attendant to obtain, maintain or to upgrade a certificate if required.

It is further agreed that all employees who possess a valid Level 2 First Aid Ticket shall be paid a premium of forty cents (40 cents) per hour whether or not they are acting in the capacity of a first aid attendant. While acting in the capacity of a first aid attendant the employee shall receive the above-stated premiums as well as the applicable first aid allowance.

Overtime premiums shall not be applied to the amount payable in relation to first aid and there shall be no pyramiding of such payment.

Cargill Limited Schedule #2 Occupational Classifications and Wage Rates – Vancouver, BC

The hourly rates shown below are effective the date specified and shall be retroactive for all hours worked to that date except for students and employees who have been discharged for cause, or as otherwise specified.

CLASSIFICATION	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1./ 2023
ELECTRICAL					
Electrician	43.07	44.15	45.25	46.38	47.66
Electrical Apprentice 3 rd Year	42.37	43.43	44.52	45.63	46.88
Electrical Apprentice 2 nd Year	41.69	42.73	43.80	44.90	46.13
Electrical Apprentice 1 st Year	41.00	42.03	43.08	44.16	45.37
Apprentice	40.32	41.33	42.36	43.42	44.61
Electrical Technologist	44.10	45.20	46.33	47.49	48.80
Electrical Technician	43.72	44.81	45.93	47.08	48.37
MECHANICAL TRADES					
Mechanic	43.07	44.15	45.25	46.38	47.66
Mechanic Apprentice 3	42.37	43.43	44.52	45.63	46.88
Mechanic Apprentice 2	41.69	42.73	43.80	44.90	46.13
Mechanic Apprentice 1	41.00	42.03	43.08	44.16	45.37
Mechanic Apprentice	40.32	41.33	42.36	43.42	44.61
OPERATIONS					
Cleaner 1 st	39.20	40.18	41.18	42.21	43.37
General Labourer	38.67	39.64	40.63	41.65	42.80

CLASSIFICATION	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1./ 2023
General Labourer 1 st 30 days	38.57	39.54	40.53	41.55	42.70
Grain Distributor (Bin Tops)**	38.90	39.87	40.87	41.89	43.04
Grain Processor C/H*	39.85	40.85	41.87	42.92	44.10
Janitor	38.67	39.64	40.63	41.65	42.80
Pellet Plant Operator	39.69	40.69	41.70	42.75	43.92
Pellet Plant Operator Chief	40.37	41.38	42.41	43.47	44.67
Pesticide Control Operator ***	39.17	40.15	41.15	42.18	43.34
Quality Control Operator	42.23	43.29	44.37	45.48	46.73
Trackshed C/H	39.87	40.87	41.89	42.94	44.12
Trackshed Operator	39.20	40.18	41.18	42.21	43.37
Watchperson	38.22	39.18	40.16	41.16	42.29
MRO	39.16	40.14	41.14	42.17	43.33
Lubrication Technician	39.42	40.41	41.42	42.46	43.63

General Labourer includes: Sweepers and Janitors

* Grain Processor Chargehand position shall be posted.

** The following jobs shall be performed by the Grain Distributor: Furnace Type grain Dryer Operator, Bin Tops Person.

All said job openings to be posted separately.

*** Pesticide Control Operators shall receive this rate of pay from the date they obtain their licence.

Cleanerpersons: Cleanerperson Helper to progress to Cleanerperson after twelve (12) months' service (2,080 hours' work).

Charge Hand: Any employee acting as an Operations Charge Hand shall receive fifty cents (50 cents) per hour above their classification rate and the fifty cents (50 cents) per hour shall be included in their classification.

Any employee acting as a Maintenance Charge Hand shall receive one dollar (1 dollar) per hour above their classification rate and the one dollar (1 dollar) per hour shall be included in their classification.

First Aid Allowance: A qualified First Aid Attendant (ie holding a Level 2 Ticket) who is acting in that capacity on a shift, when the elevator as a whole is operating, will be paid a premium of \$1.00 per hour over their posted rate, provided that not more than one person per full shift shall be required to be paid such allowance. The Company will pay at straight time rates for time required for an attendant to obtain, maintain or to upgrade a certificate if required.

It is further agreed that all employees who possess a valid Level 2 First Aid Ticket shall be paid a premium of forty cents (40 cents) per hour whether or not they are acting in the capacity of a first aid attendant. While acting in the capacity of a first aid attendant the employee shall receive the above-stated premiums as well as the applicable first aid allowance.

Overtime premiums shall not be applied to the amount payable in relation to first aid and there shall be no pyramiding of such payment.

Alliance Grain Terminal Schedule #3 Occupational Classifications and Wage Rates – Vancouver, BC

The hourly rates shown below are effective the date specified and shall be retroactive for all hours worked to that date except for students and employees who have been discharged for cause, or as otherwise specified.

	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1/ 2023
CLASSIFICATION					
Electrical Technologist	44.10	45.20	46.33	47.49	48.80
Electronic Technician	43.72	44.81	45.93	47.08	48.37
ELECTRICIAN					
Electrician	43.07	44.15	45.25	46.38	47.66
Apprentice 3 rd year	42.37	43.43	44.52	45.63	46.88
Apprentice 2 nd year	41.69	42.73	43.80	44.90	46.13
Apprentice 1 st year	41.00	42.03	43.08	44.16	45.37
Apprentice	40.32	41.33	42.36	43.42	44.61
MECHANICAL TRADES					
Mechanic	43.07	44.15	45.25	46.38	47.66
Mechanic Apprentice 3	42.37	43.43	44.52	45.63	46.88
Mechanic Apprentice 2	41.69	42.73	43.80	44.90	46.13
Mechanic Apprentice 1	41.00	42.03	43.08	44.16	45.37
Mechanic Apprentice	40.32	41.33	42.36	43.42	44.61

	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1/ 2023
Panel Control/Quality Control	40.58	41.59	42.63	43.70	44.90
Pellet Plant Operator	39.69	40.68	41.70	42.74	43.92
Railyard Operator	39.39	40.37	41.38	42.41	43.58
Railyard Op. Chargehand	40.05	41.05	42.08	43.13	44.32
Pesticide Control OP. ***	39.17	40.15	41.15	42.18	43.34
Service Operator	40.52	41.53	42.57	43.63	44.83
Head Cleanerperson *	39.60	40.59	41.60	42.64	43.81
Cleanerperson	39.20	40.18	41.18	42.21	43.37
Cleanerperson Helper	38.76	39.73	40.72	41.74	42.89
Oiler	38.90	39.87	40.87	41.89	43.04
Grain Distributor **	38.90	39.87	40.87	41.89	43.04
Maintenance Helper	38.76	39.73	40.72	41.74	42.89
Janitor	38.67	39.64	40.63	41.65	42.80
General Labourer	38.67	39.64	40.63	41.65	42.80
General Labourer 1 st 30 days	38.57	39.54	40.53	41.55	42.70
Watchperson	38.22	39.18	40.16	41.16	42.29

General Labourer includes: Sweepers and Janitors

* Head Cleanerperson position shall be posted.

** The following jobs shall be performed by the Grain Distributor: Gallery Windowperson, Furnace Type Grain Dryer Operator, Bin Tops Person.

All said job openings to be posted separately.

*** Pesticide Control Operators shall receive this rate of pay from the date they obtain their licence.

Cleanerpersons: Cleanerperson Helper to progress to Cleanerperson after twelve (12) months' service (2,080 hours' work).

Charge Hand: Any employee acting as an Operations Charge Hand shall receive fifty cents (50 cents) per hour above their classification rate and the fifty cents (50 cents) per hour shall be included in their classification.

Any employee acting as a Maintenance Charge Hand shall receive one dollar (1 dollar) per hour above their classification rate and the one dollar (1 dollar) per hour shall be included in their classification.

First Aid Allowance: A qualified First Aid Attendant (ie holding a Level 2 Ticket) who is acting in that capacity on a shift, when the elevator as a whole is operating, will be paid a premium of \$1.00 per hour over their posted rate, provided that not more than one person per full shift shall be required to be paid such allowance. The Company will pay at straight time rates for time required for an attendant to obtain, maintain or to upgrade a certificate if required.

It is further agreed that all employees who possess a valid Level 2 First Aid Ticket shall be paid a premium of forty cents (40 cents) per hour whether or not they are acting in the capacity of a first aid attendant. While acting in the capacity of a first aid attendant the employee shall receive the above-stated premiums as well as the applicable first aid allowance.

Overtime premiums shall not be applied to the amount payable in relation to first aid and there shall be no pyramiding of such payment.

Viterra Inc. – Pacific Terminal
Schedule #4
Occupational Classifications and Wage Rates – Vancouver, BC

The hourly rates shown below are effective the date specified and shall be retroactive for all hours worked to that date except for students and employees who have been discharged for cause, or as otherwise specified.

	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1, 2023
CLASSIFICATION					
Electrical Technologist	44.10	45.20	46.33	47.49	48.80
Electronic Technician	43.72	44.81	45.93	47.08	48.37
ELECTRICAL					
Electrician	43.07	44.15	45.25	46.38	47.66
Apprentice 3 rd year	42.37	43.43	44.52	45.63	46.88
Apprentice 2 nd year	41.69	42.73	43.80	44.90	46.13
Apprentice 1 st year	41.00	42.03	43.08	44.16	45.37
Apprentice	40.32	41.33	42.36	43.42	44.61
MECHANICAL TRADES					
Mechanic	43.07	44.15	45.25	46.38	47.66
Mechanic Apprentice 3	42.37	43.43	44.52	45.63	46.88
Mechanic Apprentice 2	41.69	42.73	43.80	44.90	46.13
Mechanic Apprentice 1	41.00	42.03	43.08	44.16	45.37
Mechanic Apprentice	40.32	41.33	42.36	43.42	44.61
Panel Control Operator	40.58	41.59	42.63	43.70	44.90

	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1, 2023
Panel Quality Control Operator	40.58	41.59	42.63	43.70	44.90
Panel Control Operator Chargehand	NA	NA	43.13	44.20	45.40
Panel Control Operator Relief	NA	NA	42.63	43.70	44.90
Shift Boss Cleaners	40.27	41.28	NA	NA	NA
Trackshedperson Chargehand	39.81	40.81	41.83	42.88	44.06
Pellet Plant Operator	39.69	40.68	41.70	42.74	43.92
Distribution Systems Person	NA	NA	41.18	42.21	43.37
Head Cleanerperson **	39.60	40.59	41.60	42.64	43.81
Switch Engine Operator	39.39	40.37	41.38	42.41	43.58
Pitperson	38.91	39.88	40.88	41.90	43.05
Switchperson	38.91	39.88	40.88	41.90	43.05
Reliefperson – Trackshed	38.91	39.88	40.88	41.90	43.05
Grain Distributor***	38.90	39.87	40.87	41.89	43.04
General Labourer – Experienced	38.67	39.64	40.63	41.65	42.80
Janitor	38.67	39.64	40.63	41.65	42.80
General Labourer 1 st 30 days	38.57	39.54	40.53	41.55	42.70
Watchperson	38.22	39.18	40.16	41.16	42.29

General Labourer includes: Janitors

** Head Cleaner person position shall be posted.

*** The following jobs shall be performed by the Grain Distributor: Truck Loader, Furnace, Spout Mover, Bin Tops Person.

All said job openings to be posted separately.

Shift Boss or Charge Hand: Any employee acting as Shift Boss or Operations Charge Hand shall receive fifty cents (50 cents) per hour above their classification rate and the fifty cents (50 cents) per hour shall be included in their classification.

Any employee acting as a Maintenance Charge Hand shall receive one dollar (1 dollar) per hour above their classification rate and the one dollar (1 dollar) per hour shall be included in their classification.

First Aid Allowance: A qualified First Aid Attendant (ie holding a Level 2 Ticket) who is acting in that capacity on a shift, when the elevator as a whole is operating, will be paid a premium of \$1.00 per hour over their posted rate, provided that not more than one person per full shift shall be required to be paid such allowance. The Company will pay at straight time rates for time required for an attendant to obtain, maintain or to upgrade a certificate if required.

It is further agreed that all employees who possess a valid Level 2 First Aid Ticket shall be paid a premium of forty cents (40 cents) per hour whether or not they are acting in the capacity of a first aid attendant. While acting in the capacity of a first aid attendant the employee shall receive the above-stated premiums as well as the applicable first aid allowance.

Overtime premiums shall not be applied to the amount payable in relation to first aid and there shall be no pyramiding of such payment.

Richardson International Limited
Schedule #5
Occupational Classifications and Wage Rates – Vancouver, BC

The hourly rates shown below are effective the date specified and shall be retroactive for all hours worked to that date except for students and employees who have been discharged for cause, or as otherwise specified.

	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1/ 2023
CLASSIFICATION					
ELECTRICIAN					
Electrician Technologist	44.10	45.20	46.33	47.49	48.80
#1 Electrician	43.07	44.15	45.25	46.38	47.66
Electrician Apprentice 3	42.37	43.43	44.52	45.63	46.88
Electrician Apprentice 2	41.69	42.73	43.80	44.90	46.13
Electrician Apprentice 1	41.00	42.03	43.08	44.16	45.37
Electrician Apprentice	40.32	41.33	42.36	43.42	44.61
MECHANICAL TRADES					
#1 Mechanic	43.07	44.15	45.25	46.38	47.66
Mechanic Apprentice 3	42.37	43.43	44.52	45.63	46.88
Mechanic Apprentice 2	41.69	42.73	43.80	44.90	46.13
Mechanic Apprentice 1	41.00	42.03	43.08	44.16	45.37
Mechanic Apprentice	40.32	41.33	42.36	43.42	44.61
PRODUCTIONS					
#1 Cleanerperson	39.20	40.18	41.18	42.21	43.37
Basementperson Shipper	40.70	41.72	42.76	43.83	45.04
Head Cleanerperson *	39.60	40.59	41.60	42.64	43.81
House Inspector	40.70	41.72	42.76	43.83	45.04
Hydraulic Grain Car Unload Op.	39.20	40.18	41.18	42.21	43.37

	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1/ 2023
CLASSIFICATION					
Janitor	38.67	39.64	40.63	41.65	42.80
General Labourer	38.67	39.64	40.63	41.65	42.80
Oiler	38.89	39.86	40.86	41.88	43.03
Panel Control Operator	40.70	41.72	42.76	43.83	45.04
Peco Operator	39.66	40.65	41.67	42.71	43.88
Pellet Plant Operator	39.69	40.68	42.76	43.83	45.04
Reliefperson	40.70	41.72	42.76	43.83	45.04
Shipper	40.70	41.72	42.76	43.83	45.04
Storesperson	38.76	39.73	40.72	41.74	42.89
Sweeper	38.67	39.64	40.63	41.65	42.80
Switch Engine Operator	39.39	40.37	41.38	42.41	43.58
Switchperson	39.39	40.37	41.38	42.41	43.58
Trackshed Chargehand	39.81	40.81	41.83	42.88	44.06
Watchperson	38.22	39.18	40.16	41.16	42.29

* Head Cleanerperson position shall be posted.

All said job openings to be posted separately.

Cleanerpersons: Cleanerperson Helper to progress to Cleanerperson after twelve (12) months; service (2,080 hours' work)

Charge Hand: Any employee acting as an Operations Charge Hand shall receive fifty cents (50 cents) per hour above their classification rate and the fifty cents (50 cents) per hour shall be included in their classification.

Any employee acting as a Maintenance Charge Hand shall receive one dollar (1 dollar) per hour above their classification rate and the one dollar (1 dollar) per hour shall be included in their classification.

First Aid Allowance: A qualified First Aid Attendant (ie holding a Level 2 Ticket) who is acting in that capacity on a shift, when the elevator as a whole is operating, will be paid a premium of \$1.00 per hour over their posted rate, provided that not more than one person per full shift shall be required to be paid such allowance. The Company will pay at straight time rates for time required for an attendant to obtain, maintain or to upgrade a certificate if required.

It is further agreed that all employees who possess a valid Level 2 First Aid Ticket shall be paid a premium of forty cents (40 cents) per hour whether or not they are acting in the capacity of a first aid attendant. While acting in the capacity of a first aid attendant the employee shall receive the above-stated premiums as well as the applicable first aid allowance.

Overtime premiums shall not be applied to the amount payable in relation to first aid and there shall be no pyramiding of such payment.

G3 Terminal Vancouver Schedule #6 Occupational Classifications and Wage Rates – Vancouver, BC

The hourly rates shown below are effective the date specified and shall be retroactive for all hours worked to that date except for students and employees who have been discharged for cause, or as otherwise specified.

	Jan.1/ 2019	Jan.1/ 2020	Jan.1/ 2021	Jan 1/ 2022	Jan 1/ 2023
CLASSIFICATION					
ELECTRICIAN					
Electrician	43.07	44.15	45.25	46.38	47.66
Electrician Apprentice 3	42.37	43.43	44.52	45.63	46.88
Electrician Apprentice 2	41.69	42.73	43.80	44.90	46.13
Electrician Apprentice 1	41.00	42.03	43.08	44.16	45.37
Electrician Apprentice	40.32	41.33	42.36	43.42	44.61
MECHANICAL TRADES					
Mechanic	43.07	44.15	45.25	46.38	47.66
Mechanic Apprentice 3	42.37	43.43	44.52	45.63	46.88
Mechanic Apprentice 2	41.69	42.73	43.80	44.90	46.13
Mechanic Apprentice 1	41.00	42.03	43.08	44.16	45.37
Mechanic Apprentice	40.32	41.33	42.36	43.42	44.61
Quality Control Operator		41.59	42.63	43.70	44.90
Pellet Plant Operator		40.68	41.70	42.74	43.92
Cleaner Operator		40.59	41.60	42.64	43.81
Trackshed Operator		40.37	41.38	42.41	43.58
Janitor		39.64	40.63	41.65	42.80
General Labourer – Experienced		39.64	40.63	41.65	42.80
General Labourer – (1st 30 days)		39.54	40.53	41.55	42.70
Student Experienced		34.68	35.57	36.49	37.52

All said job openings to be posted separately.

Charge Hand: Any employee acting as an Operations Charge Hand shall receive fifty cents (50 cents) per hour above their classification rate and the fifty cents (50 cents) per hour shall be included in their classification.

Any employee acting as a Maintenance Charge Hand shall receive one dollar (1 dollar) per hour above their classification rate and the one dollar (1 dollar) per hour shall be included in their classification.

First Aid Allowance: A qualified First Aid Attendant (ie holding a Level 2 Ticket) who is acting in that capacity on a shift, when the elevator as a whole is operating, will be paid a premium of \$1.00 per hour over their posted rate, provided that not more than one person per full shift shall be required to be paid such allowance. The Company will pay at straight time rates for time required for an attendant to obtain, maintain or to upgrade a certificate if required.

It is further agreed that all employees who possess a valid Level 2 First Aid Ticket shall be paid a premium of forty cents (40 cents) per hour whether or not they are acting in the capacity of a first aid attendant. While acting in the capacity of a first aid attendant the employee shall receive the above-stated premiums as well as the applicable first aid allowance.

Overtime premiums shall not be applied to the amount payable in relation to first aid and there shall be no pyramiding of such payment.

Letter of Understanding #1

The Safety Committee members from the Union will not exceed Five (5) in number.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #2

Re: Pacific Terminal

Notwithstanding the explanatory note identified by three asterisks in Schedule 4 of the Collective Agreement between the Vancouver Terminal Elevators' Association and the Grain Workers' Union, Local 333, ILWU, it is understood and agreed that the duties, postings and assignment preferences of Grain Distributors at Pacific Terminal shall continue in accordance with present practices and procedures.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #3

The Companies will instruct the insurers of the Long Term Disability Plan to amend the policy to provide for the continuation of coverage for insured persons for up to six months during a strike or lockout. The coverage extension would be subject to payment of usual premiums during the cessation of work and further subject to an agreement that benefits payable to any insured person who becomes disabled during the work cessation should commence at the end of the Sickness Indemnity Benefit and not earlier than 18 months from the date of disability.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #4

Re: Hiring

During the negotiation which led up to the conclusion of the Collective Agreement for the term January 1, 1987 to December 31, 1989 it was agreed that the Companies would assume the direct responsibility of hiring new employees other than Watchpersons and Students.

It was agreed that the Company in exercising the right to hire new employees would adhere to certain principles as follows:

1. The Companies will give a fair and equal opportunity for consideration for employment to all applicants for employment without discrimination or favouritism.
2. The Companies will adhere to the spirit as well as to the requirements of law with respect to hiring.
3. The Companies will not hire tradespersons and persons trained to carry out technical skills to perform work in any other capacity than as tradespersons or other technical classifications.
4. The Companies will not encourage student employees to continue in employment beyond their period of employment as students, or attempt to employ them as regular employees.

It is agreed between the Companies and the Union that former students can be considered for employment as regular employees after a lapse of one (1) year from the date of graduation from a post secondary program. For student employees who do not pursue post secondary education, or who fail to graduate from a post secondary program, the restriction is two (2) years from the date they ceased their education program.

In order for the Union to ensure that the above principles are properly implemented, the Union can periodically review with the Companies the hiring procedures of the Companies. The Union may also file a grievance under Article 14 of the Collective Agreement if they allege that the hiring procedures of a Company are in contravention of the above principles.

New employees will be directed to the Union office to complete their Union application forms prior to actually starting work.

Nothing in this Letter of Understanding will preclude the Union from making suggestions to the Companies with respect to suitable candidates for employment.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #5

Whereas Employment and Immigration Canada has advised the parties that the Supplemental Unemployment Benefit Plan (the “Plan”) provided for in Article 24 of the Collective Agreement between the parties is not in compliance unless the Plan is modified as provided in this Letter of Understanding.

Now Therefore it is hereby agreed that the Plan shall be deemed to be modified to the extent necessary to provide that in no circumstance will the combined weekly level of unemployment insurance benefit, Supplemental Unemployment Benefit Plan benefits and all other earnings exceed the limit established for the purpose of the registration of supplemental unemployment benefit plans of 95% of the employee’s normal weekly earnings.

It is Further Agreed that the execution of this Letter of Understanding will not in any way change the obligation of the Employer under the Plan.

For Grain Workers’ Union, Local 333, ILWU

For Vancouver Terminal Elevators’
Association

Letter of Understanding #6

Employee Assistance Program

1. The Companies and the Union recognize that alcohol and other kinds of substance abuse are medical disorders. They further recognize the social, personal and economic problems associated with them. While substance abuse is recognized as a form of medical disorder and treatment programs described herein will be made available to employees, it is also recognized that for the program to be successful employees must genuinely participate in the resolution of such problems. Accordingly, the parties confirm the continuation of the Joint Rehabilitation Committee. The Committee shall consist of four (4) representatives of the Union and four (4) representatives of the Companies to deal with these problems in the workplace. The Committee shall enjoy the full support of both parties and shall be vested with authority to make recommendations to the parties.
2. For the purpose of this Article, the word “substance” wherever it is used, shall be interpreted to include any kind of drug, whether obtained with a prescription or by other means.
3. The Committee shall concern itself with the following matters:
 - a. An educational program concerning problems associated with alcoholism and substance abuse;
 - b. The establishment of a counselling, treatment and rehabilitation program for employees and the immediate family of employees for substance dependency utilizing the services of a professional EAP consultant/service and in conjunction with recognized community agencies and medical authorities;
 - c. Overseeing the program to ensure its effectiveness such that it meets the needs of employees and their families, including appropriate and necessary follow-up procedures;
 - d. Encouraging employees to utilize the program and such other techniques as may contribute to permanent rehabilitation where a problem is identified that is affecting performance and behaviour;
 - e. Assurance that information obtained as a result of participation in the program is and will remain confidential.
4. For purposes of this Letter of Understanding, the term “immediate family” shall mean those family members who are eligible for coverage under the medical plan established by Article 13.01(a) of the Collective Agreement.

5. Where the Company is aware or is made aware by the employee or the Union or suspects that an employee has an alcohol or other kind of substance abuse problem, the employee shall be informed of:
 - a. The Company's concerns about the effect or potential effect of the problem on their work;
 - b. The availability of the Employee Assistance Program and the opportunity for the employee to enrol in the program;
 - c. The consequences or potential consequences of not addressing the problem.
6. Wherever practicable, the discussion(s) with the employee as contemplated by paragraph 5 above shall be conducted in the presence of a Union official, and in all events, a designated Union official will promptly be made aware that such discussion has occurred.
7. The Companies and the Union agree that they will co-operate and make every effort to direct employees into the Employee Assistance Program in accordance with this Letter of Understanding wherever an employee is identified as or is suspected of having an alcohol or other kind of substance abuse problem.
8. Any disciplinary action taken by a Company is subject to the grievance procedure in accordance with the terms of the Collective Agreement. An arbitrator hearing a discipline case involving substance abuse shall apply the principles articulated in *Raven Lumber Ltd.*, (1986) 23 L.A.C. (3d) and the awards cited with approval therein.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #7

Re: Hiring (Article 4)

Employees who are laid off will be given bona fide consideration for employment at other terminal elevators. This consideration shall include a review of their experience and training to perform the available work. The Association agrees to forward a list of laid off employees to the Union office.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #8

Early Start Times

During the negotiations leading to the establishment of a Collective Agreement for the term January 1, 1990 to December 31, 1992, the Union requested and the Association agreed to institute earlier start times in the grain elevators which are operated by members of the Association in the Port of Vancouver.

1. The earlier start times, as outlined in this Letter of Understanding, are being adopted to reduce the travel time and inconvenience of employees. The implementation of these start times will be monitored by the parties to ensure that there are no unforeseen difficulties in implementing these changes. Also, these changes are subject to any modifications made as a consequence of implementing continuous operations schedules.
2. The start time of employees who are engaged in shipping operations will not be changed unless a grain elevator is shipping on all three shifts, at which time the shipping operation will have the same start time as the rest of the grain elevator.
3. Other than as provided in paragraph 3, the start times will be as follows:

Day Shift	7:00 a.m. to 3:00 p.m.
Afternoon Shift	3:00 p.m. to 11:00 p.m.
Night Shift	11:00 p.m. to 7:00 a.m.

4. It is agreed that a standard night shift (Monday to Friday inclusive) which commences at 11:00 p.m. will not result in the payment of overtime for the first hour worked.

For purposes of interpreting other provisions in this Collective Agreement, night shift shall be deemed to begin on the same day as it ends.

5. The early start times will commence at 11:00 p.m. February 23, 1992.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #9

Shipping Hours of Work

During the negotiations which gave rise to the Collective Agreement for the term January 1, 1990 to and until December 31, 1992, the parties agreed to change the starting times in the terminal elevators. As a consequence of this change in starting times, certain operational difficulties have developed with respect to shipping and related operations.

Further to the above, in late April of 1994 the Vancouver Port Corporation held a Port Users' Conference at Winnipeg to discuss grain issues. Several members of the grain trade attended this meeting, including farmer/producers, representatives from Labour, shipping, stevedoring and the grain companies. One of the main issues discussed was shipping hours in the Port of Vancouver and how the grain workers worked until midnight and the ILWU worked until 1:00 a.m., resulting in a loss of over one hour of shipping time. The parties involved agreed to meet and resolve the issue. The grain companies and the Grain Workers' Union, Local 333 met on June 28, 1995.

As a consequence of discussion, it has been agreed:

1. Employees who are working on an Afternoon Shift on a Friday or Saturday who are engaged in direct shipping classifications (such as Panel Control Operator, House Inspector, Gallery man, Basement man and others) may be needed to work overtime without a break for an additional hour's overtime from 12 midnight to 1:00 a.m. In such a circumstance, those employees will be paid one hour's overtime pay at double time.
2. Employees who are working on a Friday or Saturday on an Afternoon shift whose hours of work would normally be completed at 11:00 p.m. may be needed to work up to an additional two hours' overtime without a break to 1:00 a.m. if their activity is directly related to supporting shipping operations. For example, if the employee is working the 3:00 p.m. to 11:00 p.m. Afternoon shift and is needed to fill in for employees engaged in the shipping operations who choose not to work overtime until 1:00 a.m., or if the employee is engaged in the track shed in circumstances where the grain which is being unloaded is required to be loaded directly onto the vessel. Those employees will be considered to be part of the shipping operation for these purposes and may be needed to work overtime as described above. In such circumstances, those employees will be paid two hours' overtime pay at double time.
3. Employees who are working Monday to Thursday on an Afternoon shift (4:00 p.m. to 12:00 midnight) and who are engaged in direct shipping classifications (such as Panel Control Operator, House Inspector, Gallery man, Basement man and others) may be needed to work overtime without a break for an additional hour's overtime from 12:00 midnight to 1:00 a.m. In such a circumstances, those employees will be paid one hour's overtime pay at double time.

4. Employees who are working Monday to Thursday on an Afternoon Shift (3:00 p.m. to 11:00 p.m.) and whose hours of work would normally be completed at 11:00 p.m., may be needed to work up to an additional two hours' overtime without a break to 1:00 a.m. if their activity is directly related to supporting shipping operations. For example, if an employee is working the 3:00 p.m. to 11:00 p.m. Afternoon Shift and is needed to fill in for an employee engaged in the shipping operation who chooses not to work overtime until 1:00 a.m., or if the employee is engaged in the track shed in circumstances where the grain which is being unloaded is required to be loaded directly onto the vessel. Those employees will be considered to be part of the shipping operation for these purposes and may be needed to work overtime as described above. In such circumstances, those employees will be paid two hours' overtime pay at double time.
5. For any time worked past 1:00 a.m. on either Saturday or Sunday, there shall be guarantee of a minimum of eight hours pay at the applicable overtime rate less the pay received for the overtime worked until 1:00 a.m.

For any time worked past 1:00 a.m. on a Monday to Friday, the applicable overtime rates as per Article 5 of the Collective Agreement shall apply.

6. The Collective Agreement between the parties shall be deemed to be modified to the extent necessary to permit the implementation of this Letter of Understanding.
7. This Letter of Understanding is entered into for the purpose of dealing with the unique circumstances of shipping on Monday to Thursday and/or Friday and Saturday nights. It is not intended that this Letter will change the operation of the Collective Agreement in other circumstances.
8. This Letter of Understanding shall apply to all members of the Vancouver Terminal Elevators' Association.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #10

Continuous Operations Umpire

Mr. Vince Ready will be appointed by the parties to resolve disputes on a terminal elevator by terminal elevator basis from up to 6 months following the date of implementation of the new 6 and 3 Continuous Hours Work Schedule.

Mr. Ready shall have the authority to establish procedures and to resolve disputes on an expedited basis.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #11

The Grain Workers Union, Local 333 and the Vancouver Terminal Elevators' Association agree that the safety and health of the employees is of mutual concern. The parties agree to implement Labour Canada's guidelines for the Environmental and Medical Surveillance Program in the Grain Industry (Ottawa, June 15, 1979). The initial testing will commence in May, 1995.

It is further agreed that medical practitioners engaged in the surveillance program will be acceptable to the Union. It is also understood that the individual employee's privacy and confidentiality must be respected. Both the Union and the Vancouver Terminal Elevators' Association will be entitled to receive the same information as has been provided to the Companies following previous surveys.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #12

Re: Pre-Employment Medical Examination

The parties agree that the description of the instruction which will be provided to the Companies' physician who performs pre-employment medicals will be as follows:

- (a) The physician will be directed to perform such clinical tests as are appropriate to determine whether the candidate for employment is suffering from addiction to alcohol, is a user of prohibited narcotics or other substances.
- (b) These tests will, unless otherwise agreed between the Vancouver Terminal Elevators' Association and the Union, only be performed on new employees. Specifically, no such tests will be performed on any new member of the Union who is on withdrawal status with the Union or who is an active member of the Union. Former employees who voluntarily terminated their employment or who were discharged for cause will be treated as new employees.
- (c) The Union will be provided, on an information basis, with a copy of the Pre-employment Medical/Fitness Assessment Form used by the Company's doctor.
- (d) The Union will be provided with a Certificate of Fitness prior to an employee starting work.
- (e) Prior to implementing changes in medical examination procedures, the Companies will consult with the Union.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter Of Understanding #13

1. If there is a 1 shift operation for Shipping on a dayshift, the hours of work will be 8:00 a.m. to 4:00 p.m. If there is a 1 shift for Shipping on afternoon shift, the hours of work will be 4:00 p.m. to 12:00 a.m. If there is a 1 shift operation for shipping on graveyard shift, the hours of work will be 12:00 a.m. to 8:00 a.m.

2. If there is a 2 shift operation for shipping, the hours of work will be 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 a.m.

If there is a 3 shift operation for shipping, the hours of work will be 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 a.m.; and 12:00 a.m. to 8:00 a.m.

3. Any employee who currently is relieved will continue to receive relief.

4. The changes caused by the implementation of this Letter of Understanding will not affect the relief arrangements currently in effect at Cascadia Terminal.

5. Either party may request a meeting to discuss any problems which are considered to exist regarding this Letter of Understanding.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #14

Re: Hours of Work While on Training

1. The parties agree that the following arrangements will apply when an employee participates in a training program or course away from the workplace (such as apprenticeship or first aid training).
2. An employee who is scheduled to attend a training program or course will complete their scheduled work (if any) on Friday and will take Saturday and Sunday as days of rest. While they are attending the course, the employee will be deemed to be working on a Monday to Friday day shift and the employee's hours of work will be established by the organizer of the training program or course.
3. Upon the completion of the training program or course on a Friday, the employee will take Saturday and Sunday as days of rest. The employee will then return to their regular schedule on Monday as if the employee had not been on the training program or course.
4. If an employee is not required to attend a program or course for a full five days in a week, the employee will return to their regular schedule at a time which ensures no loss and no gain. In other words, the employee may take days off either before or after the course in order that the employee only works the scheduled number of days in the week. The employee may also work the extra day or days and receive overtime pay.
5. An employee who is attending a training program or course will continue to be paid as if the employee had remained on their regular schedule and had worked their regular hours.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #15

The 10 Hour Shift System

As per the Interest Arbitration Award dated January 8, 2003 and the subsequent Arbitration Award handed down by Vincent Ready on September 23, 2003 and discussions held between the Grain Workers Union Local 333 and the Vancouver Terminal Elevators' Association, the parties agree as follows:

1. The 10 hour schedule will not be implemented prior to January 1, 2004 unless otherwise mutually agreed upon by the parties.
2. The 10 hour system will be as described in the Attachment to this Letter, and is a six day schedule (Monday – Saturday).
3. Each Employer may determine whether to utilize the 10 hour system irrespective of whether the other Employers in the Port are utilizing such a system.
4. The hours of work for a single shift operation shall be from 6:00 am to 4:00 pm and if a second shift is required the hours of work shall be from 4:00 pm to 2:00 am. The hours of work for loading vessels on a Sunday or a General Holiday will be as described in the Letter of Understanding #15.
5. Maintenance activities may be conducted on the 6x3 continuous schedule and on the 10 hour shift schedule or the 5x2 non-continuous schedule, but not on all three.
6. When an Employer is operating on the 10 hour schedule, all positions shall be scheduled on the 10 hour schedule except maintenance.
7.
 - a) As the 10 hour system is not a continuous system the rules applicable to a continuous schedule will not apply.
 - b) There is no penalty incurred when moving to or from one non-continuous schedule to other approved non-continuous schedules.
 - c) Weekend premiums for continuous operations do not apply to this system.
 - d) The concept of lieu days does not apply to the 10 hour schedule as it is not a continuous schedule.
8. As employees will regularly work 10 hour shifts, hours worked over eight hours during a regular scheduled work day would not be considered to be overtime.

9. No shift premiums are payable on the first or day shift on the 10 hour schedule. Employees working on the second or afternoon shift shall receive a second shift premium of 1.06 times the applicable posted rate.
10.
 - a) An employee working on a scheduled day off will receive time and a half for the full amount of the first overtime shift and double time for subsequent overtime shifts worked in that week unless the day worked is a Sunday and in that case the rate of pay will be double time regardless if it is the first day worked.
 - b) Employees on a 10 hour shift system will not be requested to work more than two (2) hours overtime on any standard work day except in emergencies or where it is necessary to complete loading a vessel to enable the vessel to shift or sail. In such events, employees will not be requested to work more than four (4) hours overtime. If mutually agreed to by the Union and the Company, the above-mentioned limit of two (2) hours overtime on any standard work day may be extended to four (4) hours.
11. General Holidays will be treated in the following manner.

Employees working on a General Holiday shall be paid double time for the hours worked plus one day's pay at their base rate of pay.

Employees not working on a General Holiday shall be paid one day's pay at their base rate of pay, and double time for the hours worked on their next scheduled working day immediately following the General Holiday.
12. Sunday is not a regular day of work under this schedule. Therefore vacations will be taken commencing the first day of a work block which would be a Monday. A vacation week would constitute four 10 hour days or 40 hours of vacation time.
13. All job postings will be bulletined for a minimum of 7 days.
14. Employees on the 10 hour shift system shall be entitled to a one-half hour lunch break per shift.
15. All WCB or sickness and accident payments will be based on hours worked.

16. If a watchperson position is routinely filled, then the watchperson shall be placed on a non-continuous shift.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #16

Re: First Aid Training

The parties agree that the requirements for first aid certification and the eligibility for premium pay under the Collective Agreement will be a Level 2 Ticket.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

Letter of Understanding #17

Mechanical Trades – Charge Hands (Article 22)

The Companies agree to post to fill two positions of Charge Hands in the Mechanical Trades Department. It is agreed the current Charge Hands in each Terminal will be grandfathered in their positions. It is further agreed one Charge Hand will hold a sheet metal red seal ticket and the other will hold a millwright red seal ticket.

The individual Companies will post for Charge Hand positions pursuant to Article 9.02 of the Collective Agreement.

Both Charge Hands will be working Charge Hands and take instruction from the Maintenance Managers. If traditional Charge Hand duties (i.e. scheduling, assigning duties, assisting and training employees) are required on a particular shift, seniority will determine which Charge Hand on shift will perform these duties.

If a Company schedules more than six mechanical tradespersons on a regular shift schedule, that Company will post for one additional Charge Hand for that shift.

A Charge Hand may be assigned to another shift on a temporary basis for specific mechanical requirements.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators' Association

Letter of Understanding #18

Apprentices (Article 22)

The issue of the appropriate training for apprentices into the Mechanical Trades has been in dispute since the amalgamation of the trades introduced into the Collective Agreement by the arbitration award of Vince Ready on January 8, 2003. The parties have agreed on the manner in which apprentices will be trained. This Letter sets out this agreement.

1. If a Company decides to apprentice one or more employees, it shall post for a "Mechanic Apprentice" in either the millwright or sheet metal trade. It is expected that the successful applicant will become a "red seal" qualified journeyman in the trade for which they attend school.
2. While training as an apprentice and after they have been awarded the "red seal" certification, the apprentice will be expected to take training either in house or off site (as per management's discretion) to enhance their ability to perform work in either trade.
3. Apprentices will develop their skills in both trades by assisting in either trade as assigned by the Charge Hands or Maintenance Managers. Charge Hands will be responsible to report the progress of Apprentices as they learn the skills of a mechanic involving both trades.
4. Each terminal has its own specific needs so the Employer will have the right to tailor their training to the specific needs of its terminal.

For Grain Workers' Union, Local 333, ILWU

For Vancouver Terminal Elevators'
Association

SETTLEMENT AGREEMENT

1. Employees who passed the BCIT entrance exam in 2020 are deemed to have passed the exam in 2021 and to have met the core qualifications for acceptance into the apprenticeship program for 2021.
2. Employees who failed only the "General Trades Aptitude Module" in 2020 but successfully passed the other modules will only need to pass the "Trades" module for 2021 selection testing. In addition, those employees will be provided training and preparation materials ahead of the exam at the same time as the other candidates in 2021 who have not already been deemed to have passed the BCIT entrance exam. This will be considered as part of their first exam to satisfy paragraph 7 of the "Core Qualifications" in the attached Apprenticeship Program Outline.
3. Testing and assessment results will be provided by copy by BCIT to the office of Local GWU 333 ILWU.
4. Amanda Rogers will retain jurisdiction over any matters arising over disputes of this agreement during the life of the current collective agreement and any such disputes will be addressed expeditiously.

Apprenticeship Program Outline

This document supersedes the Outline executed Sept. 24th, 2019.

General

1. Each company will apprentice 1 person in a trade, Millwright, Sheetmetal, Electrician in year 3 of the collective agreement. 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 training 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. That standard is completing a 4 module testing program covering mathematics, English, Mechanical Reasoning and Trades, with minimum passing scores as determined by BCIT (24 out of 48 for Mathematics; 20 out of 40 for Trades; 34 out of 54 for English; and 47 out of 70 for Mechanical Reasoning) and achieving a 70% passing overall grade for entry into the trades apprenticeship program.
2. The Trades test will be forty questions generally equally balanced between Safety, Millwright, Sheetmetal and Electrical trades questions.
3. Applicants sent for BCIT testing will be provided training and preparation materials recommended by BCIT a minimum of 30 days in advance to prepare for the Trades module. These shall be commercially produced materials and will be kept to the minimum number of pages as recommended by BCIT, provided that this is a reasonable volume of material for candidates to study in the 30 day period, given work schedules. BCIT will identify which chapters of the materials provided will need to be reviewed by the candidate for the Trades module test. The information required to answer the Trades test questions shall be contained in these materials.
4. Must have a minimum Grade 12 or GED equivalent.
5. Must be able to provide a minimum of 10 years post apprenticeship trades service.
6. 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.
7. Any employee who is not successful on the entrance test will be given one full year to update 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. The senior candidate meeting the core qualifications (including passing the BCIT exam) will receive an assessment for the physical requirements of the trade from one of three independent certified third-party occupational work assessment agencies selected by mutual agreement of the parties. Provided that they successfully complete that assessment, they will be assigned the Apprenticeship posting. If they do not successfully complete that assessment, the next most senior candidate meeting the core qualifications will take their place.

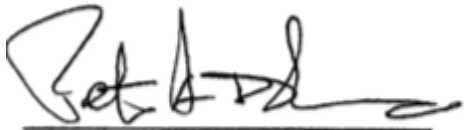
Execution

1. The selected Apprentice will receive a BCIT administered hands-on aptitude assessment to determine appropriate focus for the initial ninety days of the

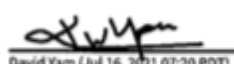
Apprenticeship to enhance tool use and safety. This assessment shall not be used to remove an apprentice from the apprenticeship program.

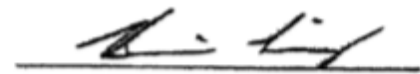
2. If within the first ninety days a successful candidate who discovers that the trade is not for them they may give up the apprenticeship posting and return to the production posting without penalty.
3. All postings for Charge Hands will have a clause of having 3 years experience working the trade after 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 their 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.

Dated July 15, 2021


Peter Idema, for the VTEA


Doug Lea-Smith, for the
Union



David Yam (Jul 16, 2021 07:20 PDT)




Gerry Heinrichs (Jul 16, 2021 08:12 PDT)

