COLLECTIVE AGREEMENT

between

PRINCE RUPERT GRAIN LIMITED

and

GRAIN WORKERS UNION, LOCAL 333, ILWU CANADA

January 1, 2024 – December 31, 2027

INDEX

THIS AGREEMENT entered into as of the first day of January 1st 2024

BETWEEN:

PRINCE RUPERT GRAIN LIMITED
(hereinafter called the "Company")

AND:
GRAIN WORKERS UNION - LOCAL 333, ILWU CANADA
(hereinafter called the "Union")

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 Company, and to set forth the basic agreements covering the rates of pay, hours of work and conditions of employment to be observed between the Company and the Union. The parties hereto and the employees of the Company agree 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 purposes of this Agreement shall mean Prince Rupert Grain Limited.

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 Company shall show no discrimination and employ no discriminatory methods against membership in the Union. The Union on its part agrees it will not discriminate against employees who do not hold membership in the Union.

2.03 BULLETIN BOARDS

The Company shall grant the Union the right to place bulletin boards in agreed upon places in the plant for the purpose of posting Union notices, copies of this Agreement and official papers, provided that all material so posted shall first be approved by an official of the Union and by an Elevator Superintendent or Supervisor. All such material must be posted only upon the authority of officially designated representatives of the Union. It is further agreed that these bulletin boards will not be used for disseminating political or advertising matter of any kind, not pertaining to the Union.

2.04 DUES AND ASSESSMENTS

(a) The 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 General Labourer 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) The 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.

(f) Employer Contribution to the welfare fund for the benefit of Employees of Prince Rupert Grain Ltd.

From July 10, 2019, the Company will contribute to the aforementioned fund, $5.00 per month per employee to be matched by a contribution $5.00 per month by each employee.

ARTICLE 3: MANAGEMENT

3.01 All rights heretofore possessed and exercised by the 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 In exercising the right to hire new employees the Company shall adhere to the following principles:

(a) The Company will give a fair and equal opportunity for consideration for employment to all applicants for employment without discrimination or favouritism.

(b) The Company will adhere to the spirit as well as the requirements of law with respect to hiring.

(c) The Company will not hire tradespeople and persons trained to carry out technical skills to perform work in any other capacity than as tradespeople or other technical classifications.

(d) The Company will not encourage student employees to continue in employment beyond their period of employment as students or attempt to employ them as regular employees.

The Company and Union agree that former students can be considered for employment as regular employees after a lapse of five (5) years since their last date of employment as a student Vacation Relief employee.

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

4.02 The parties agree that the description of the instruction which will be provided to the Company's 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 Company and the Union, only be performed on new employees. Specifically, no such tests will be performed on any members 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 Company will consult with the Union.

4.03 The Union agrees that persons who have been discharged from employment at Prince Rupert Grain Ltd. for proper cause shall not be eligible for re-employment at Prince Rupert Grain Ltd.

4.04 All Security personnel shall be employees of the Company, subject to the following conditions:

(a) Security Personnel must perform their duties at all times, including during a strike or lockout in the terminal or elsewhere and notwithstanding any picketing that might occur. The Company has the right to dismiss an employee who breaches this provision.

(b) Security jobs shall be subject to the job posting procedure.

4.05 During the first forty-five (45) working 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.

ARTICLE 5: CONTINUOUS OPERATIONS

5.01

(a) The parties agree that the provisions of this Article are applicable when the Company operates its facilities on a continuous (7 day) basis. The Company will give the Union 45 days notice to go onto a continuous schedule as per the Munroe award.

(b) (i) The shift schedule for continuous operations shall be in accordance with the Munroe award and schedule dated September 30, 1992, 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 the facility 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) Without limiting the generality of the above Article 5.01 (a) and (b), the parties agree that:

(i) Employees working on Saturday and/or Sunday shall be paid as follows: Saturday at 1.125 the hourly rate; Sundays at 1.25 the hourly rate.

(ii) This provision applies to all employees 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 6.05 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 6.05 (such premium to be in addition to the premium which would in any event be payable under Article 6.05 – i.e., to those employees actually working on a "second or third shift").

(d) A continuous operation 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 six (6) days (not to include the five non-working General Holidays) on a bulletin board provided in the elevator. Employees who make application during the six (6) day 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.

(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 overtime and shall be paid at the rate of double time except that the first eight (8) hours of overtime worked on the first 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 38.2 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 38.2 hours of work per week shall not be used in order to calculate overtime for overtime work of less than one shift.

(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: New Year's Day, Easter Sunday, Labour Day, 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. Agreement will not be unreasonably withheld. An employee, at their sole discretion, may at any time elect to be paid out some or all of their accrued lieu days.

(i) 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.

(j) Reversion to Non-Continuous Operations

(i) The Company may revert to non-continuous operations by giving the Union notice of not less than 45 calendar days.

(ii) The Company may revert to non-continuous operations in cases of emergency (eg. fire, explosion, rail or ship tie-up, drought, lack of grain sales, and labour disputes affecting the movement of grain).

(k) Except where indicated otherwise, the current collective agreement will be equally applicable to continuous shift operations as to non-continuous operations.

ARTICLE 6: HOURS OF WORK AND OVERTIME

6.01 WORKWEEK

The Company and the Union agree that the standard workday shall consist of eight (8) hours and the standard workweek shall consist of forty (40) hours, Monday to Friday inclusive. The Monday to Friday provisions shall not apply to Security personnel. The Company will not institute swing shifts. Regular starting and quitting times for the various shifts will not be changed except by mutual agreement between the Company and the Union.

6.02 OVERTIME

Time worked in excess of standard hours of work as specified in Section 6.01 shall be considered as overtime and shall be paid at the rate of double time for such overtime hours. Except for Security, where 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. Employees called in to work on Saturday shall be guaranteed a minimum of eight (8) hours at a 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 Company will give reasonable notice of overtime requirement. The employer shall 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 workday 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 workday may be extended to six (6) hours.

(c) Employees working 4 hours overtime without taking their meal break shall be paid at the rate of five (5) hours at double time. Employees shall be entitled to a 20-minute meal break at a mutually agreed time during the 4-hour period. The Company will supply a hot meal.

(d) Employees will not be requested to work overtime on regular Union meeting nights except in emergency situations.

(e) Whenever an employee is called upon to work overtime any part of one (1) hour, the employee shall be paid as though they had so worked for the whole of that one (1) hour.

(f) All overtime hours shall be paid at the prevailing overtime rate with the option to bank the premium portion to a maximum of sixty-four (64) hours per year, defined as the period commencing on December 16 in one calendar year and ending on December 15 of the following year. Any banked time remaining on December 15 will be paid out.

(g) Banked overtime hours may be taken as time off at a mutually agreed time. The time off can be taken in 2-hour increments.

(h) Students may be employed to cover absences created by the use of banked time as per the existing practice.

(i) Double time shall be paid to all employees, other than Security personnel, 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.

(j) Security personnel 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.

(k) Should it become necessary to shut down the terminal for any reason during a shift, employees on the shift will nevertheless be paid the eight (8) hours pay for the shift.

(l) It is understood that no one shall be called back after the meal hour for less than four (4) hours service or pay equivalent thereto. The said meal hour for employees shall be the first hour following their standard workday, and any work performed during the meal hour shall be paid for at the rate of double time.

(m) Time worked during the first two hours before an employee's regular starting time will be paid at the applicable overtime rate, provided this is arranged prior to the end of the employee's previous shift. If arrangements have not been made the day prior, a request to come in early shall be considered a callout and the employee will be paid five (5) hours at double-time. 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.

(n) Employees who tie-up and/or let-go 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.

(o) Employees who perform ship tie ups or let goes between the hours of 01:00 and 06:00 shall be paid for such work at the rate of double time for four (4) hours.

(p) A janitor will be scheduled during weekend or statutory holiday overtime when at least six

(6) bargaining unit employees (not including Security personnel) are scheduled to work.

(q) If there are at least four (4) Maintenance personnel scheduled on any two (2) consecutive overtime days then a janitor shall be called to work one of those days at the Company's choice.

(r) One stores person shall be scheduled when a full operating shift is scheduled on a Saturday or Sunday day shift.

6.03 SHIPPING HOURS OF WORK

(a) Employees who are working 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 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 circumstance, those employees will be paid one hour's overtime pay at double time.

(b) For any time worked past 1:00 a.m. on either Saturday or Sunday, employees not taking their meal break shall be paid five (5) hours' pay at double time, inclusive of pay for 12:00 midnight to 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 6.02 shall apply.

6.04 SHIFTS

(a) The day shift for employees shall be from 8:00 a.m. to 4:00 p.m. with a twenty(20) minute break for lunch, except for employees 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.

(b) The Employer will implement shift rotations as follows by December 31st, 2019: shift one is day shift, shift two is afternoons and shift three is graveyards. Whenever practicable the Company will arrange that employees shall alternate between the shift one, shift two, and shift three 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.

6.05 SHIFT PREMIUMS

(a) Employees working on a second or third shift on any day shall receive a wage premium as follows:

- Effective January 1, 2024: $2.00 per hour for second shift, and $2.50 per hour for third shift;

- Effective January 1, 2025: $2.25 per hour for second shift, and $3.00 per hour for third shift;

- Effective January 1, 2026: $2.50 per hour for second shift, and $3.25 per hour for third shift;

- Effective January 1, 2027: $2.75 per hour for second shift, and $3.50 per hour for third shift.

6.06 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 to 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.

ARTICLE 7: GENERAL HOLIDAYS

7.01

(a) The following days shall be considered as General Holidays on which employees other than Security shall not be required to work:

- ☐ New Year's Day
- ☐ B.C. Family Day
- ☐ Good Friday
- ☐ Easter Monday
- ☐ Victoria Day
- ☐ Canada Day
- ☐ British Columbia Day
- ☐ Thanksgiving Day
- ☐ Christmas Day
- ☐ Boxing Day
- ☐ Remembrance Day
- ☐ Labour 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.

(b) In the event that any of the General Holidays in Section 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

The rates of pay for all employees shall be as is set out in the schedule attached hereto and forming part hereof. The Company will pay the rates set out on the said schedule, provided that when new inexperienced hourly rated employees are hired, they shall be paid for the first sixty (60) working days of their employment at twenty cents ($.20) per hour less than the basic rate obtained at the time of their being hired.

Students shall be paid 80% of the present General Labourer classification rate of pay regardless of specific jobs performed by students.

8.02

(a) An employee employed in one of the Maintenance Department classifications set out in the Wage Schedule will receive an additional wage increase of $4.00 per hour effective January 1, 2024, implemented after the general wage increase for that date.

(b) Effective January 1, 2024, an operations employee who maintains a current Power Engineer certification will receive an additional $1.00 per hour for fifth class certification and a further $1.00 per hour for each level of Power Engineer certification above fifth class, implemented after the general wage increase for that date.

(c) An employee employed:

(i) in the classification Panel Control Operator will receive an additional wage increase of $1.00 per hour effective January 1, 2024 implemented after the general wage increase for that date;

(ii) in the classification Loci Operator, Switch Person or Security Personnel will receive an additional wage increase of $0.75 per hour effective January 1, 2024 implemented after the general wage increase for that date; and

(iii) in the classification Pellet Plant Operator will receive an additional wage increase of $1.00 per hour effective January 1, 2024 implemented after the general wage increase for that date.

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 employee they were relieving returns to the job. An employee shall continue to enjoy the rate of their classification when relieving another employee in a lower-rated classification who is absent due to sickness, accident or regular vacation. If the employee is transferred to a lower-rated position by the Company, their rate of pay will be reduced to that of the new classification after the expiration of fifteen (15) days. However, if an employee chooses to move into a lower-rated job by exercising seniority rights or if such transfer is due to demotion for just cause the lower rate of pay shall immediately take effect. 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 POSTINGS

(a) 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 six (6) days (not to include Saturdays, Sundays and Holidays) on a bulletin board provided in the elevator. Employees who make application during the six (6) days 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.

(b) For filling vacancies in operations department the following procedure will be used: Vacancies of less than a week in duration shall be filled by the most senior qualified operations' employee on that shift. The junior must principle shall apply. To fill vacancies of more than a week in duration where three working days prior notification have been given the vacancy shall be filled by the most senior qualified operation employee. The junior must principle shall apply. The Company will post by noon on Wednesday known vacancies. By noon Thursday the employee must advise the Company of their intent to fill that vacancy. After the third subsequent move vacancies will be filled subject to the efficient operation of the plant all requests must be made by 10am Friday.

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. Starting in 2020, on a go forward basis, annual vacations will be calculated and paid per the "Instructions for the Calculation and Payment of

Vacation Pay at Prince Rupert Grain (PRG)" agreed to and signed on August 27, 2020.

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 between the first anniversary of employment and the end of the calendar year in which that anniversary occurs.

(b) After each of the following anniversary dates, if an employee remains in the service of the Company, they shall be entitled to vacation 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 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.

(c) At their sole discretion, an employee with an accrued vacation entitlement in excess of four (4) weeks, may elect to be paid out any excess weeks (that is, weeks 5, 6, and/or 7) rather than taking the vacation time.

10.03 PAY FOR VACATIONS

Pay for vacations may be taken by employees in either a lump sum payment or as vacation pay while vacations are taken during a year. Employees shall only be able to elect one or the other form of vacation pay once per year and may not change the method of payment between vacation segments taken in any single calendar year.

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 Section 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 this clause "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 Section 10.03(b), when an employee passes their second, eighth, fourteenth, nineteenth or twenty-fourth anniversary of their employment between vacations the employee 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 the 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 An employee does not have entitlement to the additional week for the purpose of calculating pay under clause 10.03(a) and (b). The Company shall pay the employee (whether such week is taken in conjunction with the vacation to which they are entitled under clause 10.02(b) or separately) in accordance with clause 10.03(c).

10.05

(a) An employee who terminates service before one (1) year of service and is not entitled to an annual vacation shall receive as vacation pay an amount equal to 4% of the wages earned by the employee during the period of service.

(b) An employee who terminates service after completing one (1) year of service shall receive vacation pay pro rata except that:

   (i) an employee who terminates employment during a transition year but before having taken vacation shall not receive vacation pay for the additional week.

   (ii) an employee who terminates employment during a transition year after they have taken their vacation, but before they have completed the necessary years as provided in Section 10.02(b) shall be deemed to be indebted to the Company for the amount 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 third, ninth, fifteenth, twentieth and twenty-fifth years of service.

10.06 No employee shall be compelled to take annual vacation prior to the anniversary of 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 Employees must submit annual vacation scheduling, including, where applicable the employees' optional week entitlement requests by March 15. The Company shall respond to vacation scheduling requests by April 1.

10.08 All vacations are required to commence at the start of a scheduled work block.

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 Section 6.06 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 Shop 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 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 Chair of the Shop Committee in the plant, and by registered mail to the employee's last known address, unless the employee shows bona fide reasons for failing to report for work within seven (7) days of such notice.

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 Clause is not intended to affect the Company's right to lay off or terminate for cause any such employees.

(b) Students must be enrolled and accepted in a recognized post-secondary institution as full time students. Full time is defined as; taking classes that have a total of (12) twelve credits or (4) four courses or they are in a degree or diploma program that has classes (5) five days a week. Students are not permitted to work more than (6) six winter/ summer seasons.

(c) 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.

(d) Upon termination these vacation relief student employees shall lose all seniority rights thereafter.

(e) The foregoing may be extended by mutual agreement between the Company and the Union. This Clause 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 afore mentioned 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, the Company will make a contribution to the Pension Plan of One Dollar ($1.00) per hour for each hour worked by each student.

ARTICLE 12: SAFETY AND HEALTH

12.01 The Company and Union agree that the safety and health of the employees is of mutual concern. The parties agree to implement ESDC guidelines for an environmental and medical surveillance program, which will mean that each employee will be tested every three years commencing 1995. 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 Company will be entitled to receive the same information as has been provided following previous surveys.

12.02

(a) The Company and the Safety Committee will co-operate to make reasonable provisions for the safety of 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, shall be provided by the Company. This does not preclude the Company from installing any extra safety devices it deems necessary.

First Aid training provided by the Company will be the Workers Compensation Board approved Occupational First Aid Level 3. Such training will be taken in Prince Rupert whenever possible.

(b) If an employee in good faith believes that to perform work under particular circumstances would endanger health and/or safety, the employee 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, the employee shall be paid a 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 A boot allowance of up to $250 annually will be provided by the Company. Employees may elect to combine the annual allowance and be reimbursed up to $500 once every two (2) years. Proof of purchase will be required by the Company to approve reimbursement.

12.06 The Company will provide two (2) cloth coveralls for all Operations employees and coveralls for all Maintenance employees. Disposable coveralls will be made available as necessary. The Company will bear the full cost and the coveralls shall remain the property of the Company.

12.07 Accidents which are required to be investigated in conformance with the Canada Labour Code will be investigated by both Co-Chairs of the Safety Committee or their designated alternates.

12.08 Duty to Accommodate Committee to be established and trained (3 representatives from each side) in the most up to date procedures for accommodation.

12.09 The cost of all forms required to be filled out by a doctor, the employer shall cover the cost to obtain such information requested by the employer shall be paid by the employer.

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 Pacific Blue Cross Extended Health Plan and the Pacific Blue Cross Dental Plans A, B, and C providing 100% coverage for Plan A and 80% coverage for Plan B. Plan C remains the same at 75% coverage, 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, Pacific Blue Cross Extended Health or Pacific Blue Cross Dental Plans A, B or C on the date they are hired by the Company shall immediately be enrolled in the respective medical and/or dental plans of the Company. Starting July 10, 2019 the Company will bear 95% of the cost of such plans and the remaining 5% will be paid by the employee except in the circumstances stated in Section 13.06.

All active employees enrolled in the Extended Health Plan through the employer will receive a "Direct Pay" drug card available through Pacific Blue Cross. The plan maximum and deductible limits remain the same.

Effective January 1, 2010 the maximum payment under the orthodontic dental coverage shall be $5,000.

(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 Pacific Blue Cross Extended Health Plan and the Pacific Blue Cross Dental Plans A, B and C. Starting July 10, 2019, the retiring employee must pay 5% of the cost of such plans, in which case the remaining 95% will be paid by the Company. The Company will provide up to $2,300 per year in premium assistance for retired employees from the age of sixty-five (65) to the end of the year they turn eighty (80).

(c) In the event of the death of an employee, the employee's spouse will be provided the Pacific Blue Cross Extended Health Plan and Pacific Blue Cross Dental Plan A, B and C providing 100% coverage for Plan A, 80% coverage for Plan B and 75% coverage for Plan C for 4 months following the month in which the employee is deceased. Company to pay 100% premiums of the 4 months period.

(d) The extended health benefit plan for active employees shall provide lifetime maximum benefits of $1,000,000 of which up to $500,000 may be outside of province.

(e) The extended health benefits plans shall provide mental health coverage of $1,000 per year under the active employees plan and the retirees plan. Such coverage shall include psychologists and registered clinical counsellors, and will allow members to seek care remotely (for example, via videoconference).

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, for seventy-eight (78) 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 five (5) days duration. From January 1, 2025, the amount of weekly benefits required to be provided under the plan will increase to not less than one thousand two hundred dollars ($1,200). The Company will bear 95% of the cost of such plan and the remaining 5% will be paid by the employee except in the circumstances stated in Section 13.06.

(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 Clause 13.02(a) or under Clause 13.03 of the Collective Agreement.

13.03 MEDICAL TRAVEL ALLOWANCE

(a) Transportation and accommodation costs will be paid for patients covered under the Company medical plan for any medical or dental treatments that are necessarily scheduled out of Prince Rupert.

(b) The Medical Travel Allowance program will permit chaperones for dependent children eighteen (18) years and under and dependent spouses will be permitted where accompaniment is deemed necessary by a physician. Costs incurred for the chaperones shall be included in the limits described in 13.03 (e) and (f).

(c) Such medical or dental treatment must be taken at the nearest possible location.

(d) Expenses must be properly accounted for with original receipts.

(e) A maximum of $175 per day will be paid for food and lodging.

(f) A lifetime maximum of $18,000 per patient will be paid.

13.04 LONG TERM DISABILITY

A Long Term Disability Plan will be provided 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 $3,000 per month. Effective January 1, 2026, the maximum will increase to $4,350 per month. Such benefits will commence after the expiration of the Sickness Indemnity benefits provided for in Article 13.02. July 10, 2019, the Company will bear 95% of the cost of such plan and the remaining 5% will be paid by the employee except in the circumstances stated in Article 13.06.

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

The Company 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 will not commence until 18 months following the termination date of the strike or lockout.

13.05 LIFE INSURANCE

(a) The Life Insurance policy available to employees of the Company will continue as at present. Coverage shall be compulsory for employees. From July 10, 2019, the Company will bear 95% of the cost of such insurance and the remaining 5% will be paid by the employee except in the circumstances stated in Section 13.06.

(b) The Company will provide Group Life Insurance for hourly employees to three times (3x) the annual salary rate. Ten percent (10%) of which shall be fully paid-up on the employee's retirement to an annuity. Coverage shall be compulsory for employees. From July 10, 2019, the Company will bear 95% of the cost of such insurance and the remaining 5% will be paid by the employee except in the circumstances stated in Section 13.06.

13.06 BENEFITS DURING LEAVES OF ABSENCE

For employees on leave of absence, the cost of the benefits provided in Section 13.01, 13.02 and 13.05 will, from July 10, 2019, be shared in the ratio of 95/5 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 Company and forty (40%) percent by the employee.

13.07 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 change, starting on July 10, 2019 to a ratio of 95/5. 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.

13.08 EMPLOYEE ASSISTANCE PROGRAM

(a) The Company 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 EFAP Committee. The Committee shall consist of four (4) representatives of the Union and four (4) representatives of the Company 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.

(b) 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.

(c) The Committee shall concern itself with the following matters:

(i) An educational program concerning problems associated with alcoholism and substance abuse;

(ii) 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 E.A.P. consultant/service and in conjunction with recognized community agencies and medical authorities;

(iii) 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.

(iv) 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;

(v) 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;

(vi) Assurance that information obtained as a result of participation in the program is and will remain confidential.

(d) 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:

(i) The Company's concerns about the effect or potential effect of the problem on their work;

(ii) The availability of the Employee Assistance Program and the opportunity for the employee to enroll in the program;

(iii) The consequences or potential consequences of not addressing the problem.

(e) Wherever practicable, the discussion(s) with the employee as contemplated by point (d) 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 had occurred.

(f) The Company and the Union agree that they will co-operate and make every effort to direct employees into the Employee Assistance Program wherever an employee is identified as or is suspected of having an alcohol or other kind of substance abuse problem.

(g) Any disciplinary action taken by the 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.

ARTICLE 14: GRIEVANCE PROCEDURE

14.01 In the case a grievance arises in the terminal, an honest effort shall be made to settle the difference, without stoppage of work.

14.02 An aggrieved employee shall have the right to the shop steward of their choice. Should the selected shop steward not be available in a reasonable time, the aggrieved employee can choose another shop steward or continue to work and have the meeting when the selected shop steward is available.

14.03 There shall be a Grievance Committee consisting of the Chief Shop Steward and /or five (5) designates, who are actually in the employment of the Company (laid off employees are considered as active shop stewards and will attend on their own time). They shall be afforded such reasonable time off as may be required to attend meetings held at the request of the Company or the Grievance Committee, to a maximum of three of the committee members.

14.04 The Union agrees to advise the Company of the names of members of the Grievance Committee in writing, and also of any changes from time to time.

14.05 An employee, an officer on behalf of the Company, or an officer or Chief Shop Steward (or their designate) of the Union can initiate and file grievances.

14.06 The steps to be taken in the handling of any grievance shall be:

(a) First: If a grievance arises, settlement will be attempted by the closest break period, provided it is not of an urgent nature. If it is of an extremely urgent nature, the grievance committee person shall request time off from their supervisor and take up the matter as expeditiously as possible. In either circumstance, if satisfactory settlement is not reached, a grievance meeting will be held immediately after the shift to ascertain the facts and positions on the grievance.

If there is no satisfactory settlement, the grievance shall be put in writing and submitted to the supervisor within five (5) working days. A written response shall be given by the supervisor within two (2) working days of receiving the written grievance. If the response does not resolve the grievance, the grievance shall be elevated to the second step. If the grievance is settled, the Union shall respond in writing within five (5) working days that the grievance is resolved.

(b) In the case of policy grievances being filed by either the Company or the Union, the grievance shall be put in writing and submitted at the third step of the Grievance Procedure.

(c) Second: A grievance meeting will be held to hear the grievance within ten (10) working days. If the grievance is settled, the Union will respond in writing within ten (10) working days that the grievance is resolved. Failing settlement, the Company will provide a written response within ten (10) working days of the Union's written response and the grievance shall be elevated to the third step.

d) Third: A third step meeting will be held within thirty (30) working days. The Grievance Committee, along with a representative of the Union office and representatives of the Company, including a Company representative above the rank of Superintendent, shall attempt to reach a satisfactory settlement. Failing a satisfactory settlement, the Company shall give a written response within fifteen (15) working days of the meeting and the grievance will be elevated to the fourth step. Any grievance that is accepted by the Company at third stage involving wages or lost opportunities to earn wages will be paid as if worked or earned. However, if the Company has previously offered to settle the grievance by payment in kind in the first or second step, payment in kind will apply.

(e) Fourth: The Grievance may be referred to arbitration within twenty (20) working days by written notice from the initiating party to the responding party. After referral to arbitration, the responding side will reply within ten (10) working days with a list of dates it is available for a hearing in the following four months and the name of counsel, if any. The respective counsels for the parties shall then agree on an arbitrator to hear the grievance within ten (10) working days unless a longer period is agreed to.

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 a Company Superintendent any warning letters, which are on their record.

ARTICLE 16: PENSIONS / RRSP

16.01

(a) The Company and the Vancouver Terminal Elevator Operators' Association, in co-operation 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 Company to the said Pension Plan shall be $7.44 per payroll hour worked until January 1, 2026, at which time it shall be $7.69 per payroll hour worked.

(c) The Company shall deduct from each employee's wages, as a condition of each employee's continued employment, a sum equal to $3.75 per payroll hour worked by such employee, and remit it to the said Pension Plan. Commencing January 1, 2026 the sum shall decrease to

$3.50 per payroll hour worked. 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.

(e) Commencing January 1, 2011, an employee may contribute to a personal RRSP and the Company will contribute $.50 for every $1.00 contributed by the employee up to a maximum employee contribution of $1,000. The maximum Company contribution to such an RRSP shall be $500 per employee per year.

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 Company agrees to inform the Union Plant Committee by giving reasonable notice in writing of their intention to contract out work in the terminal.

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 Pacific Blue Cross Extended Health Care, Pacific Blue Cross Dental Plans A, B, and C, Sickness Indemnity and Group Life Insurance.

(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 the 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 Company agrees 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 Company does 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 this 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 the 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 the 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, the employee 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: TRADESPEOPLE

22.01

(a) The Company acknowledges that it wishes to obtain its apprentices 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 a Grade 12 standing or equivalent educational qualification that have successfully completed both an aptitude test that is, or is equivalent to, the Trades Entry

Assessments currently (2019) set by BCIT and a fitness/functional-capacity test as mutually agreed. Each test will be administered/scored by a neutral third-party. 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.

(b) An employee who is or has been employed as a tradesperson shall not be eligible to enter an apprenticeship in another trade. No employee who is or has been employed as a tradesperson shall be eligible to enter an apprenticeship in another trade. No employee who is or has been employed as a tradesperson shall be eligible to accept a posting in the operations department for a period of fifteen (15) years after the first date the employee was employed as a tradesperson or first entered a trade apprenticeship, unless the posting out of the trade is for medical reasons or the ability of the employee to perform their work assignments safely. No notice required but if one person leaves a specific trade no one else may leave that trade for a period of 12 months if the position is filled by hiring fully qualified tradespeople.

22.02 The Company 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 tradespeople and apprentices are away from work attending a B.C. Vocational School to receive the in-school part of their training conducted by and arranged by Prince Rupert Grain Ltd. in conjunction with the Industrial Training Authority (ITA), they will be paid the difference, between forty (40) hours at their rate, not including overtime, and the weekly allowance they receive from Human Resources Development Canada. 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 the apprentice is successful on the repeat course, the apprentice will be paid the difference in wages as above provided. If the apprentice is unsuccessful in the 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 this 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 Due to technological changes in the industry, selected tradespeople given time off with pay to obtain upgrading courses in their respective trades. The Company will assume the cost of such courses.

22.06 The Company and Union will form a Trades Committee to provide input and comment as to the appropriate amount of on-the-job experience and training that apprentices are receiving.

22.07 When the Plant is shipping and/or receiving, 1 Millwright, 1 Electronic Technologist and 1 Electrician shall be scheduled. When the Pellet Plant and/or Dryer are operating, 1 Millwright and 1 Electrician shall be scheduled.

22.08 Apprentices who started in the apprenticeship program after January 1, 2025, who finish their apprenticeship with the Employer and then leave the employ of the Employer, will be subject to the following:

Subject to exceptional extenuating circumstances of the employee, the Employer may recover from the employee the cost of tuition (not assessments), travel, lodging (not food) on the following basis:

(a) Employees leaving the Employer during the first year following apprenticeship – 75% of the above-noted out of pocket costs to a cap of $25,000;

(b) Employees leaving after one year as a journeyman – 50% of the above-noted out of pocket costs to a cap of $20,000;

(c) Employees leaving after two years as a journeyman – 25% of the above-noted out of pocket costs to a cap of $10,000;

(d) Employees leaving after three years as a journeyman – 0%.

(e) Apprenticeship candidates who started in the apprenticeship program after January 1, 2025, and voluntarily choose to leave the apprenticeship program (as opposed to failing) after completing one (1) year of the program will be responsible for repayment of the above-noted out of pocket expenses to a cap of $5,000 per year. This does not include employees who leave the program on the basis of exceptional extenuating circumstances.

ARTICLE 23: JOINT INDUSTRY COMMITTEE

23.01 For the purposes of considering and resolving accumulated contentious issues, the Company and the Union agree to request the Federal Minister of Labour, or 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 Supplemental Unemployment Plan benefits shall be payable to an employee on lay-off in the amount and subject to the conditions set out in this Plan.

24.02 An employee must have completed a minimum of two (2) years of service with the Company at the date of lay-off.

24.03 Supplemental Unemployment Plan benefits will be payable only to those employees on lay-off who are eligible for and where applicable, have received Employment Insurance 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.

24.04 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.

24.05 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.

24.06 An employee on 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 the Employment Insurance Commission, 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 one (1) 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 Section 24.06. 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 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 be increased as a result of the reduction of an employee's employment insurance benefit caused by earnings from other sources. In no circumstances will the combined weekly level of Employment Insurance benefit, Supplemental Unemployment 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.

24.07 The payment of benefits to employees on 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.

24.08 No employee shall have any right, title or interest in or to any employer contribution in the Plan.

24.09 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.

24.10 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: COST OF LIVING ADJUSTMENT

25.01 In the event the cost of living index published by Statistics Canada increases by 0 percent or more between 0 and 0, such increase over all above 0 percent shall be paid to each employee on the first payday following the increase.

ARTICLE 26: GENERAL

26.01 Employees shall take orders only from their respective Supervisors, or other properly authorized members of Management when Supervisors are not immediately available.

26.02 The Company agrees to continue to make every reasonable effort to improve washroom and locker facilities and the employees will endeavour to keep them clean.

26.03 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.

26.04 In the case of a death in the immediate family, of an employee, the Company will grant up to five (5) 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. "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.

26.05 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 the employee would have been necessarily absent if scheduled on a day shift.

26.06 Upon notification to a Company Superintendent or Supervisor, a Union representative may enter the plant on Union business.

26.07 The track shed relief position will provide relief coverage for all employees involved in the movement and unloading of railcars except for the switch person and loci operator.

26.08 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, 2024 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.

26.09 In the case of an employee who, through no fault of the employee, misses their ride home because they were unexpectedly working overtime, then in those particular circumstances, Prince Rupert Grain Ltd. is obligated to provide free transportation home.

ARTICLE 27: DURATION OF AGREEMENT

27.01 This Agreement shall be in full force and effect from January 1, 2024 except as hereinbefore provided in Article 26.08 until December 31, 2027 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, 2027, or sixty (60) days prior to any subsequent annual expiration date.

IN WITNESS WHEREOF the Company 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 CANADA	For PRINCE RUPERT GRAIN LTD.

SIGNED as of February 13, 2026.

VACATION SCHEME EXAMPLES

1. (a) An employee was hired on August 1, 1974.

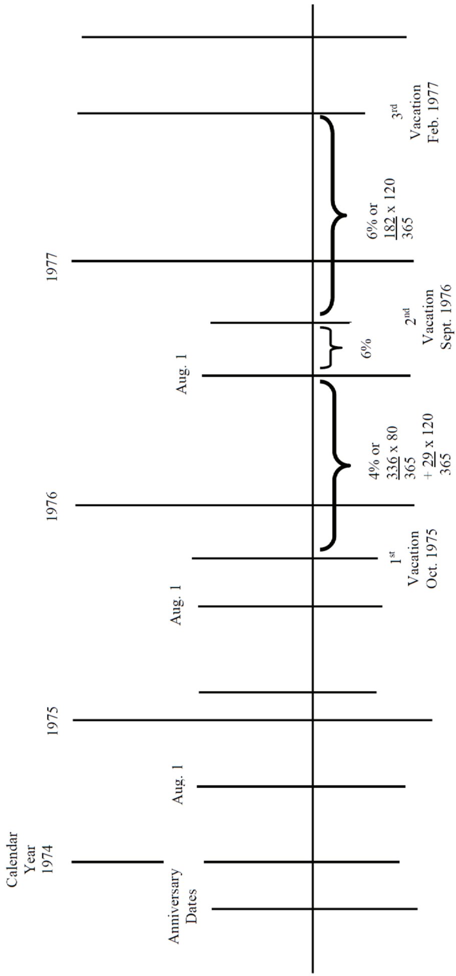
(b) Their first vacation taken was in October, 1975.

(c) The employee wishes to take vacation for 1976 in September 1976, which will be past their second anniversary date into the 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 <u>or</u> 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) <u>whichever is the greater.</u>

(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 <u>or</u> 182/365 x 120 hours pay, <u>whichever is the greater.</u>



Calendar Year 1974
Anniversary Dates
Aug. 1
1975
Aug. 1
1976
Aug. 1
1977
1st Vacation Oct. 1975
4% or 336/365 x 80 + 29/365 x 120
6%
2nd Vacation Sept. 1976
6% or 182/365 x 120
3rd Vacation Feb. 1977

2. (a) An employee was hired on October 1, 1974.

(b) Their first vacation taken was in November 1975.

(c) Their wishes 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.

WAGE SCHEDULE

OPERATIONS DEPARTMENT				
January 1 Rates of Pay	**2024**	**2025**	**2026**	**2027**
Panel Control Operator	49.72	51.71	53.78	55.93
House Inspector	47.68	49.59	51.57	53.63
Pellet Plant Operator (5th)	49.65	51.64	53.71	55.86
Loci Operator	48.07	49.99	51.99	54.07
Switch Person	48.07	49.99	51.99	54.07
Track Shed Relief	46.76	48.63	50.58	52.60
Cleaner Person	47.05	49.19	51.16	53.20
Car Opener	47.05	48.93	50.89	52.93
Grain Dryer Operator	46.75	48.62	50.56	52.58
Pesticide Applicator	47.03	48.91	50.87	52.90
Janitor	46.50	48.36	50.29	52.30
General Labourer	46.50	48.36	50.29	52.30
Security Personnel	48.87	50.82	52.85	54.96
Oiler	46.73	48.60	50.54	52.56
Material Control Person	46.95	48.83	50.78	52.81
Chief Pellet Plant	51.77	53.84	55.99	58.23

MAINTENANCE DEPARTMENT				
January 1 Rates of Pay	**2024**	**2025**	**2026**	**2027**
Technologists				
Elect Tech Charge Hand	57.82	60.13	62.54	65.04
Elect Technologist	57.01	59.29	61.66	64.13
Elect Technician	56.63	58.90	61.26	63.71
Electrician				
Elect Charge Hand	57.39	59.69	62.08	64.56
Elect Journeyperson	56.56	58.82	61.17	63.62

Apprentice 3rd year	55.60	57.82	60.13	62.54
Apprentice 2nd year	54.61	56.79	59.06	61.42
Apprentice 1st year	53.58	55.72	57.95	60.27
Millwright				
Millwright Charge Hand	57.39	59.69	62.08	64.56
Millwright Journeyperson	56.56	58.82	61.17	63.62
Apprentice 3rd year	55.60	57.82	60.13	62.54
Apprentice 2nd year	54.61	56.79	59.06	61.42
Apprentice 1st year	53.58	55.72	57.95	60.27
Sheetmetal				
Sheet Metal Charge Hand	57.39	59.69	62.08	64.56
Sheet Metal Journeyperson	56.56	58.82	61.17	63.62
Apprentice 3rd Year	55.60	57.82	60.13	62.54
Apprentice 2nd Year	54.61	56.79	59.06	61.42
Apprentice 1st Year	53.58	55.72	57.95	60.27

Charge Hand: Electrician Charge Hand, Millwright Charge Hand and Sheetmetal Charge Hand shall be posted positions.

Grain Dryer Operator: This position will be temporary.

Pesticide Applicator shall receive this rate of pay from the date they obtained their license.

First Aid: The Company will pay, at straight time rates, for time required for Security Personnel to obtain, maintain or to upgrade a certificate if required. It is further agreed that, effective August 1, 1994, all employees who possess a valid First Aid St. John Ambulance or Occupational First Aid Certificate shall be paid a premium of 35¢ per hour whether or not they are acting in the capacity of a First Aid Attendant.

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

LETTER OF UNDERSTANDING #1

RE: Safety Committee

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

For GRAIN WORKERS' UNION Local 333, ILWU CANADA

For PRINCE RUPERT GRAIN LTD.

SIGNED as of February 13, 2026.

LETTER OF UNDERSTANDING #2

RE: Continuous Shift Operations

In the course of the negotiations leading to the 1990-92 collective agreement, the parties encountered an issue which was generated by the Association's proposal that each of its member companies be entitled to operate its facilities or any portion of its facilities on a scheduled continuous (7-day) or non-continuous basis as the Company may deem appropriate.

The Association's most recent proposal to the Union respecting continuous shift operations was made on February 12, 1991. The Union did not accept that proposal. Rather, the Union's stated position was that if continuous shift operations are to be introduced into the grain terminals, it should be in accordance with a counter-proposal made by the Union to one of the Association's earlier proposals. The Union's counter-proposal is dated November 19, 1990. It was not acceptable to the Association. In the view of the Association, the Union's counter-proposal envisages an operation, which would be cost ineffective in the extreme.

It became apparent during the negotiations aforesaid, including the mediation-arbitration procedures directed by the British Columbia Grain Handling Operations Act, that full agreement could not be reached either voluntarily or within a short period of time on the full range of matters which must be addressed prior to the introduction of a continuous shift operation -- even assuming the establishment of the principle that a continuous shift operation shall be permissible. Accordingly, and so as not to further delay the finalization of a 1990-92 collective agreement, the parties have entered into this letter of understanding which shall form part of the collective agreement.

1. Not later than November 30, 1991, the parties shall agree upon and appoint a commissioner who shall have the powers, discretions and responsibilities assigned to them pursuant to this letter of understanding. If the parties fail to agree upon and appoint a commissioner by November 30, 1991, the appointment of the commissioner shall be made by the mediator-arbitrator who was appointed pursuant to Section 8 of the British Columbia Grain Handling Operations Act, 1991. If it becomes necessary for the mediator-arbitrator to make the appointment of the commissioner, they shall first give the Union and the Association an opportunity to submit proposed names, but shall make every reasonable effort to ensure that the appointment is made not later than December 15, 1991. In the event that the mediator- arbitrator is unavailable to make the necessary appointment, the federal Minister of Labour will be requested to appoint the commissioner and to do so as promptly as possible.

2. Upon completion of this process contemplated by this letter of understanding, and subject to the terms of this letter of understanding and the decisions of the commissioner appointed pursuant to paragraph 1 above, the Company may operate its facilities on a scheduled continuous (7-day) or non-continuous basis as it deems appropriate in accordance with its business requirements.

3. Except as may be determined by the commissioner, and for such minimum period

as the commissioner may decide, the term "Company", wherever it appears in this letter of understanding, shall be taken to mean all employers (subject to paragraph 15 below) covered by the collective agreement acting collectively and in unison through the Association; provided, however, that this paragraph shall not affect the existing rights possessed by the individual employers in respect of manning and shifting.

4. The commissioner shall inquire into and shall make decisions on the following matters:

   (a) The permissible content of a continuous shift operation including the cycle of shifts; the scheduling of shifts; the number of crews.

   (b) The conditions or circumstances under which the Company may operate only a part of its facilities on a scheduled continuous shift basis.

   (c) The notice required to be given by the Company to the affected employees prior to the implementation of a continuous shift schedule.

   (d) The conditions or circumstances under which the Company may revert to a non-continuous schedule, and the notice required to be given in that regard by the Company to the affected employees.

   (e) Whether the pay cheques of employees working a continuous shift schedule will fluctuate or be averaged.

   (f) The compensation payable to an employee who, during and by reason of a transition between non-continuous and continuous shift operations, works excess scheduled hours.

(g) What comprises overtime, and the compensation for overtime, during a continuous shift operation. This shall include a determination of whether some proportion of the overtime worked by employees on a continuous shift schedule ought to be compensated as banked time off.

(h) The premium compensation payable to employees on a continuous shift schedule for work performed on a Saturday or Sunday as part of that schedule.

5. In addition to the foregoing, it is understood and agreed that the implementation of a continuous shift schedule may require certain adjustments to the collective agreement which are necessarily consequential. The commissioner shall have the power to make such adjustments as they determine to be demonstrably and necessarily consequential, following the principle of "no loss; no gain". Without limiting the foregoing, but to assist the commissioner, it is agreed that some new definitions may be necessarily consequential, as will be adjustments to the administration of General Holidays; but that no consequential changes are necessary in respect of Vacations, the Sickness Indemnity Plan, or the Supplemental Unemployment Benefit Plan.

6. Notwithstanding any other provision of this letter of understanding, it is understood and agreed that, except with the consent of the Union, the Company may not implement a

continuous shift operation having scheduled shifts of a duration longer than the duration of shifts which now are scheduled under the current collective agreement; and the commissioner shall govern their deliberations and decisions accordingly.

7. The commissioner shall determine the effective date of their decisions - i.e. the earliest date on which the Company may give notice of its intention to implement a continuous shift operation; provided, however, that the effective dates shall be not later than December 1, 1992.

8. At their discretion, the commissioner may invite the parties to each appoint an assessor in respect of a matter designated by the commissioner. The assessors shall be entitled to attend such hearings as the commissioner may conduct in respect of that matter, and may render such advice to the commissioner as the commissioner may request.

9. The commissioner may determine their own procedures, but subject to the following:

   (a) The commissioner shall give the parties a reasonable opportunity to present evidence and make submissions; and

   (b) the procedures adopted by the commissioner and the application of sub-paragraph (a) shall be consistent with paragraph 7 above.

10. The procedures adopted by the commissioner may include the taking of such views as the commissioner considers necessary, and may, with the consent of the parties, include the procedures commonly associated with mediation-arbitration.

11. At their discretion, the commissioner may conduct hearings and issue decisions at different times in respect of different parts of the commissioner's mandate.

12. A decision of the commissioner will be published to the parties initially as a recommendation, and will include a direction by the commissioner as to a period of time within which the parties shall meet and attempt to reach an agreement on the matter dealt with in the decision. If the parties fail to reach an agreement within the period directed by the commissioner or within such extended period as the commissioner may in writing allow, the decision of the commissioner as earlier published to the parties shall thereupon be final and binding on the parties.

13. Notwithstanding paragraph 12 above, within ten days of a decision of the commissioner becoming final and binding on the parties, either party may apply to the commissioner for reconsideration of the decision on the ground that the decision fails to deal with a matter required to be addressed, or on the ground that there is an error apparent on the face of the decision. If the commissioner is satisfied that the ground for reconsideration has been established, the commissioner may add to, vary or cancel the decision accordingly.

14. Nothing in this letter of understanding shall prevent the parties' from reaching agreements about continuous shift operations, including agreements which would result in an amendment to a decision of the commissioner.

15. Except by agreement between the Union and the Association, but subject to Part II of the British Columbia Grain Handling Operations Act, 1991, this letter of understanding shall be deemed not to include or have reference to Prince Rupert Grain Ltd.

16. To the extent necessary, the implementation of the seven (7) day continuous operation shall be subject to the approval of the federal Minister of Labour.

17. The Association and the Union will share equally the fees and expenses of the commissioner. The Association and the Union will each be responsible for the fees and expenses of their own assessor appointed pursuant to paragraph 8 above.

18. Subject to paragraph 19 below, the mediator-arbitrator referred to in paragraph 1 above shall be deemed to be the person designated by the parties as having the sole and exclusive jurisdiction to render a final and binding decision in the event of a dispute arising about the interpretation or application of a provision of this Letter of Understanding.

19. Notwithstanding paragraph 18 above, the parties may agree that the commissioner shall be the person so designated.

20. The commissioner shall be deemed to be the person designated by the parties as having the sole and exclusive jurisdiction to render a final and binding decision in the event of a dispute arising about the interpretation or application of an earlier decision of the commissioner made pursuant to this letter of understanding.

For GRAIN WORKERS' UNION Local 333, ILWU CANADA

For PRINCE RUPERT GRAIN LTD.

SIGNED as of February 13, 2026.

LETTER OF UNDERSTANDING #3

Re: Continuous Operation Umpire

A continuous operation umpire will be appointed by the parties to resolve disputes arising directly from the implementation of continuous operations. The continuous operations umpire shall be Mr. John Kinzie and if he is not available Mr. Dalton Larson.

If neither of the named umpires are able to act, and the parties are unable to agree on the appointment of a replacement, the Chief Justice of British Columbia shall have the authority to so appoint.

The umpire so selected or appointed shall have the authority to establish procedures and to resolve dispute on an expedited basis.

For GRAIN WORKERS' UNION Local 333, ILWU CANADA

For PRINCE RUPERT GRAIN LTD.

SIGNED as of February 13, 2026.

LETTER OF UNDERSTANDING #4

RE: Overtime

When canvassing for overtime within the Operations Department at Prince Rupert Grain Ltd., the following procedures shall apply;

When a posted position(s) is required:

1. Canvass the employee(s) on shift who are working in the position the overtime is required.
2. Canvass the employees working in the same posted position on other shifts who did not have an opportunity for the overtime.
3. Canvass all qualified employees in operations by seniority.
4. Employees who work in a posting on both the Thursday and Friday proceeding the overtime weekend will retain the right of first refusal for that overtime.
5. When overtime is offered for the same posting and shift for both days of a weekend, the employee who works the posting on the Saturday will retain the right to work in that posting on the Sunday.

When a General Labourer is required on a full working shift then:

1. Canvass General Labourers from that shift.
2. Canvass overall Operations Plant Seniority.

When General Labourers are required, or General Labourers are required on a limited function shift (less than full operations):

Canvass overall Operations Plant Seniority.

Overtime required continuous to a regular shift will be offered to the individual performing the work in that position immediately prior to, or following the overtime as the case may be. Opportunities that remain available after this process will be offered to those from that shift with the greater seniority.

When canvassing for overtime within the Security Department at Prince Rupert Grain Ltd., the following procedures shall apply:

Overtime definitions:

a) Calendar Saturdays, Sundays and General Holidays

b) Short duration and or first week of shift cycle vacancies

c) Unscheduled absence where no relief is available

When a Security position is required:

1) Employee(s) who have worked the shift cycle that the overtime is required on (day, afternoon or night shift), two days preceding the overtime will retain the right of first refusal.

2) In the event two employees qualify, including three-day rest periods, seniority will be the deciding factor.

3) Canvass available employee(s) within the Security Department on scheduled days off by seniority.

4) Canvass all qualified Operations Department employee(s) by seniority.

For GRAIN WORKERS' UNION Local 333, ILWU CANADA	For PRINCE RUPERT GRAIN LTD.
______________________	______________________
______________________	______________________
______________________	______________________
______________________	______________________

SIGNED as of February 13, 2026.

LETTER OF UNDERSTANDING #5

RE: Schedule Review Committee

The parties have agreed to establish a joint committee to review alternate continuous work or shift schedules for potential future implementation.

The joint committee will have the following structure:

- Company – up to three representatives at each meeting from the Company.
- Union – up to three representatives at each meeting from the Union.
- The Company and the Union shall have one vote each.
- The parties will endeavour to hold meetings semi-annually commencing the date of ratification of this agreement.
- PRG will pay salaries of all PRG employees attending the meetings as per safety committee meeting procedures.
- Meetings will be no more than three hours in length.

At the first meeting of the committee, the committee will agree on a process that may include engaging a neutral third party consultant to assist in ascertaining employee preferences with respect to potential alternative continuous schedule options.

The committee will review potential alternative continuous schedule options to satisfy a variety of production volumes, including consideration of:

- The work and days-off schedule for each employee.

- The application of vacations.

- Issues related to administration of the specific schedules.

- Lifestyle issues.

Any decisions which may be reached between the parties are not binding unless agreed to in writing between the Employer and the Union.

For GRAIN WORKERS' UNION Local 333, ILWU CANADA

For PRINCE RUPERT GRAIN LTD.

SIGNED as of February 13, 2026.

LETTER OF UNDERSTANDING #6

RE: Averaging Agreement

Purpose and Application of this Agreement

1. This Averaging Agreement between the Prince Rupert Grain (the "Company") and the Union concerns the scheduling and administration of hours of work and overtime at Prince Rupert Grain.

2. This agreement applies to:

    a. The Company;

    b. the Union, as represented by its president or a designated alternate; and

    c. all Union members employed at the Company.

3. This Letter of Understanding reflects the parties' current intent to comply with Part III of the *Canada Labour Code (the "Code").*

Date of Effect

4. This agreement shall come into effect January 1, 2025.

Guiding Principle

5. All employees shall not work more than the maximum agreed hours based on their shift schedule in a twenty-six (26) week period (the "Averaging Period"). These hours (26 x 48 = 1248 hours) shall comprise the total hours actually worked during any Averaging Period. The Averaging Periods shall comprise July 1 to December 31 and January 1 to June 30 in each year of the collective agreement.

Calculations

Employee maximum available overtime hours shall be based on the following:

6. For all employees, the maximum hours of work in an Averaging Period shall be 1248 hours. Regardless no employee may work more than 2496 hours in 52 weeks. New hires will have their maximum allowable hours pro-rated in the current Averaging Period from their date of hire.

7. For calculating the maximum hours available to be worked during an Averaging Period, all hours for which an employee is entitled to receive pay (other than banked time) including, but not limited to, regular hours worked, overtime hours worked, hours spent in training, hours worked for vessel tie-up and/or let go, scheduled vacations, sick days, lieu days, statutory holidays, short term disability, long term disability, and all defined time as contained under the Code will be included in monitoring the maximum hours of work during any Averaging Period.

8. Consistent with paragraphs 6 and 7, above, all employees' hours will be calculated on the basis of defined time under the *Code* irrespective of whether worked or not worked.

9. The total of any employee's hours in an Averaging Period shall not exceed 1248 hours whether on the Munroe schedule, or the 5+2 shift schedule.

10. Paid breaks are included as hours of work.

Management Process

For the purposes of administration, the following process will occur:

11. The Company will track employee hours against their maximum hours of work permitted in an Averaging Period. At no time will the employee be scheduled to work in excess of those permitted hours of work in an Averaging Period.

Reporting

The Company must report to the Union on the following:

12. Within thirty (30) days of the end of an Averaging Period provide reports to the Union for the payroll weeks within the Averaging Period showing the total hours actually worked and/or which are described in the Calculations section in respect of each employee.

13. The parties will meet in February and in August to review the overtime statistics of the previous Averaging Period. The Union may request detailed records of hours worked or scheduled to be taken off by an employee in order to review the employee participation in overtime shifts, which records must be produced within two (2) weeks of the request.

Assignment of Overtime

14. Employees will be eligible for overtime within an Averaging Period until they are projected to reach their maximum hours based on their assigned schedule and overtime worked to date in the averaging period.

15. The Company shall not permit an employee to work further overtime hours in a given Averaging Period if that employee is already scheduled to reach the 1248-hour cap in that Averaging Period without working any further overtime hours, other than with the prior permission of the Union or in emergency situations as stipulated in s. 177 of the *Code*.

16. The Company shall at all times ensure that employees have sufficient hours left in any Averaging Period to continue to work their regularly scheduled hours.

17. This Letter of Understanding does not alter the manner in which overtime is assigned except as specifically set out herein.

General

18. In accordance with the requirements of the *Canada Labour Standard Regulations* the parties will register this Averaging Agreement with Employment and Social Development Canada (ESDC).

Termination or Renewal of Agreement

19. This agreement shall be in force for the duration of the collective agreement at which time it will terminate unless it is renewed or amended by agreement of the parties through the bargaining process or in the event changes to Part III of the *Code* render any portion of this agreement unenforceable as contrary to law.

Disputes

20. If any dispute arises concerning the application, interpretation, or alleged violation of this Letter of Understanding, either party

may initiate and file a grievance.

21. The party who has filed the grievance may elect to either engage in the third step of the grievance procedure, or proceed directly to the fourth step of the grievance procedure, and refer the matter to arbitration.

22. Unless the parties agree otherwise, the hearing of the grievance will be completed within sixty (60) days of referring the matter to an arbitrator, and the arbitrator will issue a ruling within thirty days of the completion of the hearing. The arbitrator will have the authority to determine how the dispute shall be heard so as to ensure an efficient and fair determination of any dispute that may arise.

23. The decision of the arbitrator shall be final and binding on both parties.

For GRAIN WORKERS' UNION Local 333, ILWU CANADA

For PRINCE RUPERT GRAIN LTD.

SIGNED as of February 13, 2026.

Instructions for the Calculation and Payment of Vacation Pay at Prince Rupert Grain (PRG)

Preliminary

1. The information required to calculate vacation pay for each employee is as follows:
   a. Seniority date;
   b. Date of first day of the first vacation taken in the prior calendar year and the last day of the pay period cut-off used preceding the first day of the first vacation taken in the prior calendar year;
   c. Date of the first day of the first vacation taken in the current calendar year and the last day of the pay-period cut-off used for the Friday payday preceding the first day of the first vacation taken in the current year;
   d. The applicable vacation entitlement in hours and the corresponding percentage rate of vacation pay as specified in the collective agreement;
   e. Earnings between the last day of the pay period cut-off used for the prior year's first day of the first vacation to the last day of the pay period cut-off used for the Friday payday prior to the first day of the first vacation in the current year for which vacation pay is being calculated.

Vacation Pay Accrual Period

2. The first step in calculating vacation pay is to determine the vacation pay accrual period for each employee. Other than for employees who have not yet taken their very first vacation of their employment, the vacation pay accrual

period is calculated from the last day of the pay period cut-off used preceding the first day of the first vacation taken in the prior calendar year, to the last day of the pay period cut-off used for the Friday payday immediately preceding the first day of the first vacation taken in the current calendar year. The date of the end of the accrual period in the current calendar year will then become the beginning of the accrual period for the following calendar year.

3. Employees are not entitled to take vacation during their first year of employment, but start accruing vacation from their first day of employment, from which the accrual continues until the pay period cut-off used to calculate vacation and vacation pay earnings immediately preceding their first day of their first vacation taken during their second year of employment.

4. These instructions are to be applied on a go-forward basis from the time agreed to between the Union and the Employer. For any employee whose accrual period was determined differently in 2019, their accrual period for 2020 will be from the end of the accrual period used in determining their 2019 vacation pay, to the last day of the pay period cut-off used for the Friday payday immediately preceding their first day of vacation in 2020.

Vacation Pay Calculation

5. Vacation pay is calculated as the greater of either the accrual method of calculating vacation pay (under A. 10.03(b)(i), or in years when an employee is transitioning to a higher

rate of vacation pay A. 10.03(c)(i)), or the pro rata method of calculating vacation pay (under A. 10.03(b)(ii), or in years when an employee is transitioning to a higher rate of vacation pay A. 10.03(c)(ii)). Both calculations must be made to determine which provides the greater amount of vacation pay.

Accrual Method Calculation

6. Under the accrual method of calculating vacation pay, the total wages earned (including overtime) by an employee during their vacation pay accrual period multiplied by the relevant percentage rate of vacation pay corresponding with the employee's seniority. By way of example, an employee with ten years of seniority accrues vacation pay at a rate of 8 per cent, so the vacation pay calculation under the accrual method is 8 per cent of total earnings during the accrual period.

7. During years in which an employee transitions from one vacation accrual rate to a higher vacation accrual rate, they are credited with the lower vacation pay rate up to the start of the pay period containing the anniversary date triggering the higher rate. They are then credited at the higher rate for the remainder of the vacation accrual period.

Pro Rata Method Calculation

8. Under the pro rata method of calculating vacation pay, the length of the vacation entitlement expressed in hours is multiplied by the accrual period in days as a proportion of a year (accrual period in days /365) multiplied by the employee's straight time hourly rate.

By way of example, for an employee with ten years of seniority (meaning 160 hours of vacation entitlement), an accrual period of 325 days, earning $28/hr., the pro rata calculation would be as follows: 160 x (325/365) x $28 = $3989.04.

9. During years in which an employee transitions from one length of vacation entitlement to another (as specified in A. 10.03(c)(ii)), they are credited with the shorter length up to the anniversary date triggering an increase in vacation, and then are credited with the longer length for the remainder of the vacation accrual period. By way of example, for an employee passing their 14th anniversary of employment on the 75th day of a 325 period, the pro rata calculation would be as follows: 160 x (75/365) x $28 plus 200 x (250/365) x $28 = $920.55 + $3,835.62 for a total of $4,756.17.

Payment of Vacation Pay

10. The amount of vacation pay in the current year is the greater of either the pro-rata or accrual method as calculated above. Prior to their first vacation of the year, employees may either elect to be paid their vacation pay as a 'lump sum' or be paid for each week of vacation as it is taken ("pay as you go").

11. Employees who elect Lump Sum will be paid their entire calculated amount the Friday payday immediately preceding their first vacation of the year if the vacation request has been submitted prior to that Friday payday's cut-off, if not, the payment will be made the first Friday payday following the first day of the first vacation.

12. For employees electing pay as you go, the total annual vacation pay calculated is divided by the number of weeks of vacation for which the employee is eligible as per Article 10.02 of the collective agreement ("Weekly Vacation Rate") but excludes any additional week as specified in Article 10.04 (which remains an un-paid week). The employee is paid the Weekly Vacation Rate for each week of vacation as it is taken, excluding any unpaid additional weeks, specified in Article 10.04. An employee may have their vacation pay calculated and split over the additional week in addition to the weeks specified in Article 10.02. They must make the election prior to taking their first vacation of the year. This will increase the denominator in the calculation by one thus reducing the ("Weekly Vacation Rate") compared to not having made the election.

Vacation Pay Statements

13. Each employee shall be provided a vacation pay statement prior to the start of their first vacation in the current calendar year. The vacation pay statement will provide the following information:

    a. The date their vacation calculation period began (as per paras. 2 to 4 above) in the prior year;

    b. The date their vacation calculation period ended (as per paras. 2 to 4 above) in the current year;

    c. The vacation accrual period in days;

    d. Total vacation pay for the current calendar year calculated using the accrual method;

e. Total vacation pay for the current calendar year calculated using the prorata method;

f. If lump sum payment has been elected, the amount is paid as a lump sum;

g. If pay as you go is selected, the Weekly Vacation Rate to be paid for each week of vacation, as it is taken, excludes any un-paid additional week. If the employee elects to add the additional week into the calculation, which must be made prior to the first vacation taken, then the reduced "Weekly Vacation Rate" amount will be calculated and shown on the statement.

For GRAIN WORKERS' UNION Local 333, ILWU CANADA	**For PRINCE RUPERT GRAIN LTD.**

SIGNED as of February 13, 2026.