

TENTATIVE AGREEMENT

between

ILWU Local 522

and

SGS Canada Inc.

Agricultural Employees

Prince Rupert

November 04, 2020

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ARTICLE 1 – PURPOSE

1.01 Purpose

The purpose of this Agreement between SGS Canada Inc. hereinafter referred to as "the Employer" and the International Longshore and Warehouse Union, Local 522 herein after referred to as "the Union" is to establish terms and conditions of employment for employees who come within the scope of this Agreement as defined in Article 2.01.

1.02 Definitions

"Casual Employee" means a person employed in the positions covered by this Agreement as defined in Article 2.01 who is not permanent on a 40 (forty) hour weekly guarantee or 8 (eight) hour daily guarantee. Casual Employees shall be entitled to work in any classification for which they have the skills, abilities, and qualifications.

"Daily Shift Confirmation Time" means the period from 1300 to 1400 hours each day that Employees are confirmed for the following three shifts.

"Day" means the 24 hour period commencing at 12:01 a.m.

"Employee" means a person employed on either a Permanent or Casual basis in the positions covered by Article 2.01 and for whom the Union is the recognized bargaining agent.

"Local Officers of the Union" – mean the elected officials or designate holding office in the ILWU Local.

"Out of Town Travel" – means where the employee must travel on Employer business more than 250 kms from the Employer's facilities in Prince Rupert, or whether the Employee needs to overnight outside of the regional district.

"Permanent Employee" means a person employed in a position posted as permanent and permanently scheduled for 40 hours per week.

"Seniority" means an Employee's length of continuous service with the Employer from their date of hire, calculated after they have successfully completed their probation period. For Casual Employees, Seniority shall accumulate based on paid hours since the most recent date of employment with the Employer, and applied in accordance with Appendix D.

"Service" means the continuous period that an Employee has worked with the Employer as an employee as defined in Article 1.02.

"Shop Steward" means an employee(s) elected to represent those employees covered by Article 2.01 of this Agreement in dealings with the Employer or employees' concerns.

"Short Shifted" means a situation where an Employee receives eight (8) or less hours off work between two (2) separate shifts.

"Union Member" means an employee who has been sworn into the Union.

"Week" means the seven (7) day period commencing at 12:01 am on Monday and ending at 12:00 midnight on the following Sunday.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 Scope of Agreement

This Agreement covers employees employed as grain graders, grain inspectors and weighers working at and from 1425 Ridley Island Highway, Prince Rupert, British Columbia, excluding fumigators, operations supervisors and persons excluded as managers by the Canada Labour Code. Where the Employer changes the location where the current bargaining unit work is being performed, the scope of this Collective Agreement shall be deemed to cover that new location.

The Employer will continue to assign bargaining unit employees to perform the testing work they previously and currently perform at the Employer's Prince Rupert laboratory.

2.02 Union Recognition

The Employer recognizes the Union as the exclusive representative of all employees covered by this Collective Agreement, for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment.

2.03 Jurisdiction

As of March 1, 2021, the agricultural duties described in Article 2.01 and Appendix B will not be undertaken by anyone other than Union Employees. The Employer will not contract out the duties described in Article 2.01 and Appendix B without the Union's agreement.

The Employer will not assign any of the Employer's management personnel or other excluded staff to perform the agricultural duties described in Article 2.01 and Appendix B except for training or unforeseen operational emergencies.

ARTICLE 3 – MANAGEMENT

3.01 Management Rights

Except as otherwise specified in this Agreement, the Employer retains the exclusive right to manage and direct its business, including the right to supervise, structure and direct its working forces; to hire, classify, transfer, demote and layoff employees; to discipline or discharge employees for just cause; to determine the jobs and work tasks, increase and decrease the working forces; and to make rules and regulations that are not inconsistent with the terms of this Agreement. It is understood that “transfer” applies separately to movements within the two areas, these being the Lower Mainland and Northern BC.

3.02 Undue Work Burden

In determining the number of employees hired, the Employer shall, amongst other things, have due regard to the maintenance of health and safety and the avoidance of an undue work burden or excessive work pace for individual employees.

3.03 Rules and Regulations

- a) Where the Employer establishes rules and regulations as referred to in this article, they shall be in accordance with the following:
 - i. Consistent with the terms and conditions of this Agreement;
 - ii. Clear and reasonable;
 - iii. Applied consistently taking into account individual circumstances; and
 - iv. Employees shall be advised in writing prior to implementation of new or revised Employer policies.

3.04 Personnel File

- a) The Union may review the prior discipline on an Employee’s personnel file providing the Employer receives the Employee’s written consent to such disclosure.
- b) An Employee who wishes to review their personnel file, or have a copy of same, may do so no more than twice per year in the presence of the Employer’s Human Resources Manager/Partner or their designate, at a mutually convenient time.

ARTICLE 4 – UNION REPRESENTATION RIGHTS

4.01 Time Off for Union Business

Subject to the operational requirements of the Employer, time off without pay may be granted by the Employer to the shop steward to attend meetings, conventions, workshops, etc. pertaining to labour matters directly affecting the Union, provided that one (1) week's written notice is given to the Employer of the reason for the requested leave as well as the date and the duration of such leave. Where reasonably possible, Union and Management meetings will take place on Employer time.

4.02 Notice Boards

The Employer agrees that the Union will be allowed the use of 50% of the Company notice boards or have a designated Union notice board located at SGS's Agriculture and Food offices, currently 1425 Ridley Island Highway, Prince Rupert, BC, for posting of Union notices relating to recreational and social activities of the Union, notices of meetings and agendas, job postings and vacancies and notice of union elections. The notice board shall be in an open area where all Employees have access to it during working hours without passwords or keys. A copy of any such notices must be provided by the Union to the Employer before posting.

4.03 Representation at Disciplinary Meetings

- a) An Employee shall have the right to have their shop steward present at any disciplinary meetings with the Employer. The Employer will advise the Employee that the meeting will be disciplinary and that the Employee has the right to have a shop steward present at the scheduled meeting.
- b) A “disciplinary meeting” shall be where the Employer issues some form of discipline or warning to an employee.
- c) In determining appropriate discipline for any misconduct, the Employer shall not consider any discipline after the expiration of twenty four (24) months from the date it was issued, provided there has been no other discipline issued regarding the same issue, breach, or conduct during that twenty four (24) month period.

4.04 Access To Worksite

- a) The Employer agrees that access to its premises will be granted to a Union staff representative, or authorized alternate, when dealing or negotiating with the Employer, or when reasonably necessary to investigate or assist in the settlement of a grievance or an issue that may lead to a grievance. The Employer shall not unreasonably refuse such access.
- b) The Union representative shall provide reasonable notice to the Employer in advance of their intention and their purpose for entering and shall indicate the anticipated duration of the visit.

4.05 Shop Stewards

- a) The Union shall notify the Employer in writing of the name(s) of the employee(s) elected as shop steward(s). The Union shall designate a maximum of two employees as shop stewards (and one alternate to act in the absence of the designated shop stewards).
- b) The Employer will advise new employees that a collective agreement is in effect and of the name(s) of the shop steward(s).

4.06 Meetings

- a) Where an Employee needs to meet with a representative of the Union during work hours, subject to operational requirements and reasonable advance notice being given to the Employer, the Employer will release the Employee from duty for a reasonable period of time so they can have such a meeting.
- b) Any meeting in Article 4.05 shall be held off of the Employer's work premises unless the Employer, at its sole discretion, elects to permit the employee to meet with their Union representative in a meeting room at one of the Employer's work locations. Employees' off duty meetings with the Union shall be held off of the Employer's premises.
- c) The Employee will remain on the Employer's payroll for of up to one hour with respect to such meetings, after which such time shall be unpaid.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 Definition of Grievance

Any complaint, disagreement or dispute between the Employer, the Union or Employees which concerns the interpretation, application, operation or alleged violation of this Agreement, put in writing, shall be considered a grievance and shall be processed in accordance with provisions contained in this Article.

5.02 Procedure

All grievances must be filed within fifteen (15) working days of the event giving rise to such grievance. Grievances must be submitted in writing outlining the issue, the provision(s) of the Agreement allegedly violated, the date of occurrence (if known), and remedy requested. A grievance that has not been filed within the time limits need not, and will not, be considered by the Employer.

- a) Any grievance concerning the discharge of an employee and all policy grievances shall commence at step two (2) of the grievance procedure outlined in Article 6.02.

Work shall continue to be performed pending the investigation and settlement of any grievance, which shall be processed as follows:

- i. **Step 1**

A grievance shall first be taken up between the aggrieved Employee and their immediate supervisor or designate, with the option of a Union representative in attendance. If no satisfactory settlement is reached, the matter may be taken to Step 2 within fifteen (15) days, exclusive of Saturdays, Sundays and holidays.

- ii. **Step 2**

The grievance shall be dealt with by the Operations Manager or their representative and the aggrieved Employee and/or a Union representative. If no satisfactory settlement is reached, the matter may be referred to Step 3 within fifteen (15) days, exclusive of Saturdays, Sundays and holidays.

- iii. **Step 3**

The grievance shall be dealt with by a committee consisting of two (2) representatives of the Employer and two (2) members from the Union. If the matter is not resolved at this level, the grievance may be sent to arbitration within fifteen (15) working days. Except in the case of a dispute respecting wages which may be back-dated three (3) months, a grievance shall be presented within thirty (30) calendar days following knowledge of the event giving rise to the grievance or it shall be deemed to be forfeited and waived by the aggrieved party.

- iv. **Step 4**

Except in the case of a grievance relating to an employee dismissal, prior to any arbitration the grievance shall first proceed to mediation through the Federal

Mediation and Conciliation Service (FMCS). The party making the grievance shall write the FMCS to request the appointment of a mediator. The mediator shall have no authority to make a binding decision on the parties. Where no mediator with FMCS is reasonably available, then the party with the grievance may proceed to arbitration, or the parties may mutually agree to a private mediator. This Step 4 provision shall not come into effect until mediators with the FMCS are permitted and willing to travel to the parties' desired location of the mediation.

5.03 Policy Grievances

Either the Employer or the Union may submit a Policy Grievance to the other Party concerning the administration, application, interpretation, or alleged violation of this Agreement. Such Policy Grievance shall be in writing and shall be submitted commencing at Step 2 of the Grievance Procedure.

5.04 Discipline or Discharge

An Employee grievance with respect to any discipline from the Employer beyond a verbal warning shall commence at Step 2 of the Grievance Procedure.

5.05 Time Limitations

The time limitations established in the grievance procedure may be abridged or extended by mutual consent of the parties confirmed in writing.

5.06 Abandonment

Where a grievance is not advanced to the next step or to arbitration within the time period established, then it shall be deemed to have been abandoned or to have been satisfied at the last step.

5.07 Grievance Meetings

The Employer will make all reasonable efforts to hold grievance meetings with Employees during paid work time.

ARTICLE 6 – ARBITRATION

6.01 Selection of Arbitrator

- a) In the event a dispute is submitted to arbitration in accordance with Article 6.04(c), the Union and the Employer shall select a single Arbitrator.
- b) In the event that the parties are unable to agree to the choice of arbitrator to hear the matter within a mutually acceptable time frame, the dispute may be submitted to such other arbitrator as may be mutually agreed to by the Employer and the Union. In the event that the parties cannot agree on an arbitrator, either party may apply to the Minister of Labour for the appointment of one.

6.02 Jurisdiction of Arbitrator

The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator is not authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement. Powers of the Arbitrator shall be limited strictly to the application and interpretation of this Agreement as written.

6.03 Costs of Arbitration

The Arbitrator shall devote such time as is necessary to discharge their duties and responsibilities and shall be paid at a rate and upon a basis to be agreed upon between the Arbitrator and the parties. Fees and expenses incurred by the Arbitrator shall be borne equally by the Union and the Employer.

6.04 Decision of Arbitrator

After hearing a grievance relating to the discipline, suspension or discharge of an employee, the Arbitrator may either uphold the Employer's decision, set aside the discipline, suspension or discharge either with or without compensation to the employee, or substitute another penalty or form of discipline.

ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE

7.01 Labour Management Committee

- a) There shall be established a committee consisting of two (2) employee representatives and two (2) employer representatives to deal with matters referred to it either party relating to the employment or workplace issues, Union-Employer relations, and such similar issues. Such committees shall meet as required at a mutually agreeable time and place. Either party may request a meeting with seven (7) calendar days' written notice.
- b) Within 6 months of the ratification of this Collective Agreement, the Union and Employer will attend any FMCS training session that is available to them regarding union-employer committees.
- c) Where the Employer intends to implement a new policy or work practice, where feasible it will inform the Union of this intended change prior to when it is implemented.

ARTICLE 8 - CESSATION OF WORK

8.01 No Strike or Lockout

- a) The Union and the bargaining unit members agree that during the term of this Agreement there will be no strike, including, amongst other things, slow-down, stoppage of work, cessation of work, or refusal to work or refusal to continue to work.
- b) The Employer agrees that during the term of this Agreement there will be no lockout.

8.02 Work Guarantee

Where there is a labour dispute or other stoppage of work in a port or at a terminal, whether legal or illegal, by longshoremen or by employees of railroads, the Employer will make a reasonable effort to identify other necessary work that the affected Employees can perform.

If, in spite of reasonable efforts, other necessary work cannot be identified, the Employer will not be liable for wage costs beyond 4 (four) hours resulting from cancelled or modified shifts.

8.03 Continuation of Work

The Union agrees that in the event of strikes or walkouts, it will not take similar action on the grounds of sympathy, and Employees will continue to work. The Employer agrees that, unless required by law to do so, Employees will not be expected to cross another union's picket line. The Union agrees that Employees may stay behind a picket line long enough to ensure a safe and orderly shutdown of operations.

ARTICLE 9 – SAFETY

9.01 Safety Equipment

The Employer agrees to provide such reasonable safety equipment, sanitation, and places of work as shall be consistent with the type of work covered by this Agreement. The Union agrees that Employees shall co-operate with the Employer in the use of safety equipment and will comply with all safety regulations.

9.02 Unsafe Conditions

When an employee in good faith believes that to perform work under particular circumstances would endanger their health or safety, they may exercise their rights under the Canada Labour Code, including by refusing to perform such work and to immediately report unsafe equipment, conditions or place(s) of work. The employee may be reassigned to other work until the issue is resolved or corrected.

9.03 Safety Disputes

It is the obligation of all parties to review objectively safety dispute items for immediate disposition and resolution.

9.04 Protective Clothing and Safety Equipment

- a) It is agreed that the Employer shall provide the following personal protective equipment and clothing to all employees whose job duties require them:

Hard Hat	Face Shield
Flashlight and batteries	Coveralls
Individual dust masks or respirator	Rain Wear
Goggles or safety glasses	Floater Jacket
Individual ear plugs or muffs	Reflective Vest

- b) The Employer shall replace such protective clothing and/or equipment as described in this Article on an as-needed basis.
- c) It is understood and agreed that safety equipment and appliances provided to Employees shall remain the property of the Employer and must be returned to the Employer upon the conclusion of the employment.

9.05 Safety Footwear

The Employer will pay an annual allowance of \$250 to each Employee to use for either for safety boots and/or safety shoes (C.S.A. approved) depending on their job duties. Such payment will be provided upon the submission of valid receipts for such purchases.

9.06 Joint Health and Safety Committee

The Employer and the Union agree to co-operate fully on a Joint Health & Safety Committee. The Committee's responsibility is to provide management with recommendations for improving safety. The committee will be comprised of two (2) members from each party, and a Union safety representative. The Committee will meet monthly on Employer time which may include up to 30 minutes of caucus time for Union members.

9.07 Accident While at Work

If an Employee experiences an accident at work that renders them unfit or unable to work, they shall be paid for their full day's wages for the day in which the accident occurred.

ARTICLE 10 - HOURS OF WORK, CASUAL POOL, AND DISPATCH

10.01 Hours of Work

The hours worked by an Employee on a daily basis shall include time spent performing inspection, grading and other related duties, including waiting time on a job site and completion of all documentation required with respect to the job being performed. Hours worked shall include the Employee's travel time between job sites and the Employer's office, but shall not include commute time between the Employee's residence and the Employer's office. However, where the Employee is assigned to a job site at the start of their shift that is a further distance from their residence than the Employer's office, the Employer shall pay the portion representing the additional driving time from the office to the job site.

10.02 Hours of Work and Daily Guarantee

- a) A shift for Permanent Employees shall consist of eight (8) consecutive hours of work.
- b) A Permanent Employee will be paid at the applicable rate of pay for the eight (8) hours per day, provided the Permanent Employee is available to work the assigned schedule, whether or not work is assigned by the Employer during the scheduled work period.
- c) The work week for a Permanent Employee shall consist of forty (40) hours of work in five (5) consecutive days, where operationally feasible. Where not operationally feasible, work weeks consisting of five (5) consecutive days shall be distributed amongst Permanent Employees in rotating order of seniority.
- d) If the Employer requires a Permanent Employee to work out of town, there will be an eight (8) hour shift guarantee for every day spent out of town (whether or not required to work). Any work outside the shift guarantee will be deemed overtime for actual hours worked.

10.03 Starting And Finishing Times

- a) Employees will observe the scheduled starting and finishing times, unless those times are expressly changed in accordance with this Article. Transload container facilities may have flexible start times.
- b) The Employer may operate any or all of the following three (3) shifts for graders and inspectors: days (07:00 – 15:00 or 08:00 – 16:00), afternoons (15:00 – 23:00 or 16:00 to 00:00) and graveyards (23:00 – 07:00 or 0:00 to 08:00) – all expressed in hours based on the 24 hour clock.
- c) The Employer may operate on a seven (7) day work week with the Employees required to work on schedule of up to three (3) shifts. The Employer may change the shifts of a Permanent Employee once a week; and if mutually agreed revert the Permanent Employee to their originally scheduled shift. Where a Permanent Employee is assigned a second shift

without at least 8 hours of rest since their previous shift, they shall not work more than 8 hours during that second shift. An Employee may be short shifted only once in two (2) consecutive payroll weeks.

10.04 Weekly Scheduling

- a) The Employer will assign to the Senior Grain Grader on shift/PI IV, or a mutually agreed alternative, the job functions of preparing the weekly work schedules for the Employees. The schedules shall be prepared a week in advance.
- b) By 1200 hours on each Monday, Permanent Employees shall advise the Senior Grain Grader/PI IV, or the mutually agreed alternative, of their preferred days and shifts of work for the subsequent week. Permanent Employees may also advise whether they wish to make themselves available for additional hours on a scheduled day off.
- c) By 1600 on each Tuesday, the Senior Grain Grader on shift/PI IV, or a mutually agreed alternative, shall prepare a tentative schedule of the Permanent Employees' weekly work schedules in order to provide Casual Employees with the likely available days and shifts of work.
- d) By 0900 on each Wednesday, Casual Employees shall advise the Senior Grain Grader/PI IV, or mutually agreed alternative, of their shift availability for the week.
- e) Permanent Employees on their scheduled days off or Casual Employees may make themselves available for any day not declared on Monday or Wednesday, respectively, by advising the Senior Grain Grader/PI IV, or mutually agreed alternative before the 1300 hour Confirmation Time on any day. The weekly schedule will not be changed as a result of Permanent and Casual Employees making themselves available, but rather, such employees shall be offered additional work in accordance with Article 10.08(e).
- f) The weekly schedule shall be prepared by the Wednesday prior to the first work week of the schedule so that it can be issued Thursday once approved by the Operations Supervisor or Manager.
- g) In preparing the weekly schedule, the Senior Grain Grader/PI IV, or mutually agreed alternative, shall:
 - i. Follow the directions of the Operations Supervisor or Manager with respect to the number of Inspectors, Weighers, Grain Graders and Senior Grain Graders to be scheduled for each shift;
 - ii. Ensure that the scheduled Employee possesses the necessary training, ability and experience to perform the scheduled work;
 - iii. Ensure that each Inspector and Weigher (including Casual) is scheduled to perform at least a full shift of lab testing and weighing work once a month, and once this

condition is satisfied, assign the scheduled work in accordance with the following order:

- a) Permanent Employees scheduled days on, in rotating order of seniority for preferred days and shifts of work;
 - b) Permanent Employees who indicate availability on a day off, in rotating order of seniority for preferred days and shifts of work;
 - c) Union Member Casuals, in rotating order of seniority; and
 - d) Non-Union Casuals, in rotating order of seniority.
- h) Permanent Employees who have made themselves available to be scheduled on a day off shall be paid at the straight time rates of the classification worked. If the Employer requests the Employee to work on their day off, they will be paid at the rate of time and one half (1.5).
- i) Once an Employee is scheduled on the weekly schedule, the Employer will only permit a general unpaid leave of absence for any of the scheduled days if the Employer's operational requirements permit the leave. This provision is not intended to deny employees access to a medical leave, Sick Leave or Personal Leave in accordance with Article 16.10 of the Collective Agreement.
- j) When the Senior Grain Grader/PI IV is required by the Employer to perform scheduling duties while off duty, the applicable overtime rates apply.

10.05 Assignment of Work Tasks

The provisions with respect to shifts as outlined in this Article shall apply to work on scheduled and non-scheduled shifts.

- a) It is the Employer's responsibility to determine the anticipated daily work assignments for Employees as well as any changes to the daily work assignments for Employees during the course of the work day.
- b) The anticipated daily work assignments for each employee shall be assigned on the weekly schedule.
- c) The Employer shall advise the Senior Grader, or mutually agreed alternative, of any changes to the anticipated daily work assignments as soon as practicable. Once informed of such a change, the Senior Grader, or mutually agreed alternative, shall advise the affected Employee(s) of the change, which they will endeavour to do between 1300 and 1400 hours, (the "Daily Shift Confirmation Time") but no later than the start of the shift. If the Senior Grader is unavailable, then the Employer shall inform the affected Employee(s).
- d) The Employer shall communicate any changes to the daily work assignment over the course of a shift. The Employer may delegate this responsibility to the Senior Grain Grader or mutually agreed alternative.

- e) The responsibility for abiding by the above assignment of work system rules shall rest with both the Employer and Union Employees.
- f) In determining the daily work assignments or changes to the daily work assignments, the Employer is prohibited from acting in an arbitrary or discriminatory manner or in bad faith.
- g) If an arbitrator concludes that that the Employer has breached its obligation under Article 10.04(f), the arbitrator may award the impacted Employee a damage award of up to a full shift of pay to the impacted Employee, even if there was no loss of wages.

10.06 Work in a Calendar Year and Continuous Employment

- a) No Employee will work excessive hours in any calendar year. The total paid hours are to include paid vacation and compensation time. Hours of work will be calculated on a quarterly basis or as requested by the Union and will be provided to the Union upon request.
- b) Continuous employment is to be defined as meaning reporting daily for work. A payroll week shall begin at 12:01 a.m. Monday. There will be 26 pay periods each year and Employees shall be paid every second Friday by direct payroll deposit.

10.07 Meal and Rest Breaks

- a) Employees will be entitled to the following meal and rest breaks:

Length of Shift	Paid Meal Break Entitlement	Paid Rest Break Entitlement
4 and 5 hour shifts	n/a	1 x 15 minutes
Greater than 5 hour shifts	1 X 30 minutes	2 x 15 minutes Employees are entitled to one 15 (fifteen) minute rest period during the first half of their shift, and on 15 (fifteen) minute rest period during the second half of their shift.

- b) Rest breaks will be scheduled by the Employer based on operational needs and will be staggered for the Grain Graders.

10.08 Changes to, or Cancellations of, Scheduled Shifts

- a) Where the Employer is reasonably able to do so based on operational circumstances and operational requirements, it will provide Employees with a minimum of twenty-four (24)

hours' notice of any changes to scheduled shifts or the cancellation of scheduled shifts. This does not affect any shift or work guarantees in this Agreement.

- b) The Employer shall adhere to the following sequence when there is a reduction of work resulting in reduced personnel needs for a scheduled shift:
 - i. If applicable, the Employer shall cancel the shift of Employees working overtime hours in reverse order of rotating seniority;
 - ii. The Employer shall cancel the shift of Casual Employees in reverse order of rotating seniority;
 - iii. The Employer shall cancel the shift of Permanent Employees, in order of rotating seniority.
- c) If there are no Employees remaining on shift who have the qualifications, skills and abilities to perform the work of the Employee whose shift is to be cancelled in accordance with Article 10.08(b), then that Employee is to remain on shift. The Employer shall instead cancel the shift of the next Employee in the sequence set out in Article 10.08(b).
- d) Employees may be reassigned to a different wage classification. However, where such reassignment occurs, the Employees will be paid the highest rate for the whole shift.
- e) Where the Employer determines that there is over one hour of additional work that cannot be completed by the scheduled Employees at straight time rates, the Employer shall communicate that requirement as soon as practicable to the Senior Grain Grader, or mutually agreed alternative. Prior to scheduling such work as overtime in accordance with Article 11, the Senior Grain Grader, or mutually agreed alternative, shall offer the straight-time work in the following order:
 - i. To Permanent Employees who have made themselves available on a scheduled day off, in order of rotating seniority;
 - ii. If applicable, to Union Member Casual Employees in order of rotating seniority;
 - iii. If applicable, to Casual Employees who have had a scheduled shift cancelled during that work week, in order of rotating seniority;
 - iv. To Casual Employees, in order of rotating seniority.

10.09 Union Meetings

Employees who are not scheduled for shifts will not be called into work on evenings when there is a scheduled regular or special meeting held by the Union. The Union will provide the Employer with its schedule of regular meetings at least one month in advance or alternatively the Union ensures that the Employer's required staffing to perform ordinary work will not be affected by a Union meeting. The Union will provide the Employer at least

twenty-four (24) hours' notice of any special meetings. For purposes of this clause, continuous employment with respect to continuous shifts shall not be deemed to have been interrupted. Similarly, continuous employment shall not be deemed to have been interrupted with respect to continuous shifts when an elected official of the Union is working for the welfare of the Union while attending to Union business.

ARTICLE 11 - OVERTIME AND ALLOWED TIME

11.01 Shift Premiums

The Employer will pay the following shift premium:

Afternoon Shift: \$2.00/hour.

11.02 Overtime

- a. No overtime shall be worked without prior approval of the Employer.
- b. The Employer may require an Employee to work up to one (1) hour of additional time prior to, or following, their scheduled shift. It is understood that reasonable efforts shall be made to distribute such overtime hours evenly amongst Employees.
- c. Where the Employer experiences a shortage of available bargaining unit employees (e.g. due to sickness, vacations schedules or unforeseen customer demands), it may schedule overtime hours for Employees providing it provides at least 96 hours' notice of those scheduled hours and distributes the overtime in accordance with the procedures set out below.
- d. Subject to (f) below, the Employer shall inform the Senior Grader, or mutually agreed upon alternative of the overtime available, who will then offer the overtime (beyond one hour) in accordance with the following:
 - i. To Permanent Employees in the affected classification, in order of rotating seniority, provided that the Employee does not exceed 12 hours of work in the day;
 - ii. To Permanent Employees who are not in the affected classification, but who have the skills, ability and qualifications to perform the work, in order of rotating seniority, provided it does not result in the Employee working more than 12 hours in the day;
 - iii. To Permanent Employees in the affected classification who will exceed 12 hours' work in the day, in order of rotating seniority;
 - iv. To Permanent Employees who are not in the affected classification, but who have the skills, ability and qualifications to perform the work, who will exceed 12 hours work in the day, in order of rotating seniority;
 - v. To Casual Employees on duty in the affected classification, in order of rotating seniority, provided that the Employee does not exceed 12 hours of work in the day;
 - vi. To Casual Employees in the affected classification who will exceed 12 hours' work in the day, in order of rotating seniority;

- vii. To Casual Employees who are not in the affected classification, but who have the skills, ability and qualifications to perform the work, in order of rotating seniority, provided it does not result in the Employee working more than 12 hours in the day;
 - viii. To Casual Employees who are not in the affected classification, but who have the skills, ability and qualifications to perform the work, who will exceed 12 hours work in the day, in order of rotating seniority.
- e. The Employer shall, applying the above order, first offer the overtime shift to Employees whose work shift is continuous with the overtime shift, which may initially be limited to Employees working in the affected job site. If no Employee with a work shift that is continuous with the overtime shift in the affected job site accepts overtime, then the Employer shall use the above order to offer the overtime to the remaining Employees.
 - f. Any overtime beyond one hour shall be voluntary.
 - g. If the overtime hours are offered in accordance with the above and such hours are not accepted by any Employee, then the Senior Grader/PI IV, or mutually agreed alternative, shall assign the overtime work to the Employee on shift with the least amount of rotating seniority who has the skills, ability and qualifications to perform the work.
 - h. Where an employee is assigned an overtime work assignment that is not continuous with the Employee's normal work day, the Employee will receive a minimum of four (4) hours of pay at the applicable overtime rate.
 - i. Overtime assignments of more than one hour in duration shall be assigned in the order of seniority of those Employees on the scheduled shift (e.g. days or afternoons).
 - j. Employees who work less than 30 minutes of overtime work shall be paid at the applicable overtime rate as if they worked a full half hour (e.g. 10 minutes of overtime worked would be paid as 30 minutes of overtime, and 2 hours and 40 minutes of overtime worked would be paid as 3 hours of overtime).
 - k. All time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1 1/2) the employee's hourly rate of pay.
 - l. All time worked in excess of twelve (12) hours in a day shall be paid at the rate of two (2) times the employee's normal hourly rate of pay.

11.03 Banked Overtime and Time Off

- a) Employees may bank up to 80 hours of overtime. Employees may request the pay-out of their overtime bank at any time. Such payment will be made on the next payroll date.

- b) Employees must inform the Employer's payroll department whether they wish to be paid for overtime or instead wish to bank it. Employees must provide the same notification if they wish to end any overtime banking.
- c) Banked overtime may only be withdrawn by Employees in multiples of eight (8) hours (i.e. one or more working days off).
- d) Employees shall notify the Employer in writing at least seven (7) days in advance stating the requested day(s) to be taken off. The day(s) requested must be mutually agreed to be the Employer and the Employee before the time is taken off.
- e) When withdrawn, banked overtime will not count as hours worked and will be paid at the employee's applicable wage rate at the time the banked hours are paid out.

ARTICLE 12 - RECOGNIZED HOLIDAYS

12.01 Holidays Observed

The following days shall be Recognized Holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

12.02 Alternate Days

When a Recognized Holiday falls on a Saturday or Sunday, the Employer shall have the option of recognizing the Holiday on:

- The working day immediately preceding or following the Recognized Holiday; or
- By mutual agreement between the Employer and employee on any other suitable day.

12.03 Working on a Holiday

All Employees shall be guaranteed eight (8) hours pay at double time (x 2) for any work performed on a Recognized Holiday and shall be paid triple time (x 3) for any work performed in excess of eight (8) hours.

12.04 Eligibility

Permanent Employees who are actively working will be automatically eligible for holiday pay for a Recognized Holiday, which is equal to a day of pay at the Employee's regular rate of pay.

If a Recognized holiday falls within a Permanent Employee's annual vacation, the Employee shall receive a paid day off instead of a day of vacation pay.

Permanent Employees on leave at the time of the Recognized Holiday (other than a paid leave) will receive 1/20th of the wages (including salary, statutory holiday pay and paid vacation, but excluding overtime pay) earned during the four weeks immediately preceding the holiday.

Casual Employees shall be paid holiday pay equal to one twentieth (1/20th) of the wages (including salary, statutory holiday pay and paid vacation, but excluding overtime pay) that the employee earned in the four-week period immediately preceding the week in which the Recognized Holiday occurs.

ARTICLE 13 - VACATIONS

13.01 Vacation Entitlement and Pay

Employees shall be granted vacation and vacation pay based on completed years of continuous service according to the following schedule:

Completed years of service	Annual Entitlement and pay
After successfully completing probation	Two (2) weeks and 4% of pay
Two (2) to seven (7) years	Three (3) weeks and 6% of pay
Eight (8) years to fourteen (14) years	Four (4) weeks and 8% of pay
Fifteen (15) to twenty-five (25) years	Five (5) weeks and 10% of pay
After twenty-five (25) years	Six (6) weeks and 12% of pay

Vacation pay for a Permanent Employee shall be calculated as a percentage of an Employee's gross earnings and shall be paid in the regular pay period when they take vacation time. Where Employees are owed additional vacation pay (e.g. to reflect overtime pay or a pay increase in the previous year), the Employer will pay those monies to the Employees once a year by the last pay date in February of the following calendar year.

13.02 Casual Employees

Casual Employees shall receive vacation pay on each pay period based on their years of service with the Employer. Where a Casual Employee takes a vacation day, it shall be unpaid.

13.03 Annual Vacations

All vacations must be taken in the year in which they are earned and any vacation pay balances not used in that year will be paid out. Vacation cannot be accumulated from year to year except by express written agreement between the employee and the Employer.

Employees who are hired mid-year will receive a prorated portion of the annual vacation entitlement for the balance of that calendar year.

13.04 Service and Vacation Pay During Leaves

Employees will receive a "year of service" for vacation entitlement if they work a minimum of 1000 hours over the course of the calendar year. Employees who have been off work on paid leaves or in receipt of SUB plan payments shall be credited with forty (40) hours of service per week. Employees who are on WorkSafe BC, pregnancy, maternity/parental leave or are on another leave protected under the Canada Labour Code shall be credited with hours of service

equivalent to the average hours of service received in the year preceding the leave, prorated for the period of the leave.

The income received from paid leaves or SUB Plan payments will be added to the Employee's other income for purposes of calculating vacation pay.

13.05 Vacation Entitlement When Employment Ends

Where an employee's employment ends for any reason and they have a negative vacation balance due to having taken more vacation time than what they have actually accrued by that portion of the year, then the Employer may deduct the amount of that negative balance from the employee's final pay in order to balance that account.

13.06 Vacation Requests

Request for annual vacation shall be submitted by January 15th of the year in question. The Employer will decide on the vacation requests by January 30th of that year and will give priority to employees with the most seniority. After January 30th, requests for additional vacation time shall be decided on a first come first serve basis. The Employer's approval of vacation requests will be subject to reasonable operational requirements. Vacation requests for days during the Employer's busy season (September 1st to December 31st) may not be approved by the Employer.

Once a vacation request is approved, the date of the vacation may only be changed with the mutual agreement of the Employer and the affected employee.

ARTICLE 14 - JOB CLASSIFICATION & WAGE RATES

14.01 Rates of Pay

The Employer shall pay Employees at the hourly rates of pay set out in Appendix A.

There shall be twenty-six (26) pay periods during the calendar year and Employees shall be paid every second week.

14.02 Pay Correction

Where an employee informs the Employer that their pay is incorrect, the Employer shall review the matter and make any appropriate pay correction by the next pay period providing notification of the error is brought forward to the Employer at least three (3) business days before the end of the next pay period.

14.03 Job Classifications

The job classifications and qualifications applicable to Employees shall be those set out in Appendices B and C, respectively, to this Agreement. The Employer may add to the job duties of the classification based on its operational requirements and, where it does so, it shall provide the Union with the additional classification description as soon as practicable.

14.04 Skill Assessment

- a) All applicants for grader positions must write an aptitude test that measures qualities for grain grading work. The Employer will use the results of the exam to assess a candidate's aptitude to perform grain grading work. The Employer will permit the Union to have a representative present to review the results of the exams.
- b) New graders will participate in training and courses during the first month of their appointment. During the first three (3) months of their position, graders will practice their grading skills using non-export grain samples. After three (3) months in the position, a grader will be tested to assess their competency and work performance. Where the new grader does not pass those tests, training may be extended.

14.05 Annual Grading Assessment

All Grain Graders may be required to pass a standard annual competency assessment. A passing score is 70%. Where a Grain Grader fails to achieve a passing grade, they will be permitted to review the test results and applicable grain samples with their Supervisor or Trainer, and then rewrite the test within ten (10) business days. If a Grain Grader fails the test a second time, they will be removed from grading external (customer) samples and will receive training for up to five (5) days with the Trainer. They then will have one final chance to re-write and pass the test. If they fail that final re-write of the test, they will be demoted to an Inspector Level 1.

14.06 Temporary Assignments

Employees assigned by the Employer on a temporary basis to perform the functions of a higher rated job classification shall receive the rate of pay customarily paid to that classification.

Employees who are temporarily assigned to a lower classification or to perform duties of a lower classification shall not have their rate reduced.

ARTICLE 15 - TRAVEL/TRANSPORTATION ALLOWANCE

15.01 Automobile and Mileage Allowance

Any Employee using their personal automobile for Employer business (excluding driving to and from the job) will be paid mileage at the rate of \$0.53 per kilometre. When an employee uses their own vehicle for transportation and travels between terminals during a shift, they will be paid for their driving time.

It is understood that Employees are not obligated to use their personal vehicles for work, except where the employee was required to have access to a vehicle as a condition of employment. This clause shall expire on March 1, 2022. Employees temporarily (i.e., for less than a month) without access to a vehicle shall be permitted to use company vehicles for work purposes.

15.02 Travel Expense

Employees required to travel out of town on an overnight basis on Employer business shall be paid a per diem of sixty-five dollars (\$65.00) per day for meals and other incidental expenses, without proof of such expenses. The Employer shall pay the full cost of accommodation and travel expenses related to lodgings. Claims for travel expenses must be submitted to the Employer within seven (7) days of return.

15.03 Travel Time

When an employee is required to travel out of town on Employer business (as defined in Article 1.02), such Employee shall be paid their regular pay while traveling on a public carrier to and from the designated location.

15.04 Communication Allowance

Where a position requires the use of a cell phone, the Employer will provide this to the employee.

Where the Employer requires the Employee to use the cell phone to perform work, the Employee shall be paid the applicable pay rate and/or overtime rate for the required work. An Employee shall not be paid if receiving a call solely for the purpose of a call-in.

ARTICLE 16 - HEALTH AND WELFARE BENEFITS

16.01 Enrolment

The Company agrees to arrange for the health and welfare benefits outlined below and to pay the premiums as indicated. All coverage is subject to the terms and conditions of policies of insurance in force from time to time, details of which will be provided to the Union.

The following outline of benefits is for information purposes only.

The Union recognizes that the Employer's obligation is restricted to making a plan available and paying the premiums required by this Article. Eligibility for and/or entitlement to any of the Benefits outlined in Article 16.05 shall be governed by the terms and conditions of the Plan itself. Disputes about such matters shall be between the employee and the insurer and will be resolved in accordance with the Plan itself and not arbitrated under the Collective Agreement.

16.02 Eligibility for Permanent Employees

Permanent Employees will be eligible to participate in SGS's health and welfare benefit plan (the "Plan") as of date of hire.

16.03 Eligibility for Casual Employees

Casual Employees who worked more than 1248 hours in the prior calendar year will be eligible to participate in the Plan. Employees who have been off work on paid leaves or in receipt of SUB plan payments shall be credited with forty (40) hours per. Employees who are on WorkSafe BC, pregnancy, maternity/parental leave or are on another leave protected under the Canada Labour Code shall be credited with hours worked equivalent to the average hours worked in the year preceding the leave, prorated for the period of the leave.

16.04 Benefits While on Union Business

Employees who, with the Employer's approval, work temporarily on Union business/duties, shall have their hours for that work included in the calculation of the minimum hours requirement for benefit entitlement.

16.05 Termination of Benefits

All benefits shall terminate in accordance with the terms of the Plan upon termination of an Employee's employment.

16.06 Benefits While on Leave

Provided that the Employees pay their portion of the premiums, the Employer shall continue all Benefits for Employees who are on a paid leave, pregnancy, maternity/parental leave, WorkSafe BC leave, are in receipt of SUB Plan payments or are on another leave protected under the Canada Labour Code. Employees on other leaves of absence, will have their benefits cease after

30 (thirty) days of such leave. For employees on protected leaves after 30 (thirty) days, they will need to pay their own premium costs in order to maintain their benefits.

16.07 Government Supplemented Premiums

Where any of the Benefits become fully or partially paid or provided by any level of government, the Employer (and if applicable the participating employees) will be relieved of the premium cost of the portion covered by the government program.

16.08 Authorization of Deductions

All eligible employees shall complete a premium deduction authorization form with respect to the premiums payable by the employee. Enrolment in the Plan or any portion of the Plan is not completed until the employee has signed the required premium deduction authorization, filled out an application form and the insurer has confirmed acceptance of the application.

16.09 Description of Benefits

The Employer shall arrange plans to include the following health and welfare benefits for eligible Employees:

A. Extended Health Benefit

Amount of coverage:

- \$25.00 calendar year deductible, single or family
- 100% payment of covered expenses
- Includes reimbursement prescription drug plan
- \$500 per year for each of the following: acupuncturists, chiropractors, massage therapists, naturopaths, osteopaths, physiotherapists, podiatrists, psychologists/social workers and speech therapist
- Eye examinations: 1 every 24 months
- Glasses, contact lenses or laser eye surgery: \$200 every 24 months
- coverage up to age 75

B. Dental Plan

Amount of coverage:

- No deductible
- 100% payment of Plan “A”, basic expenses to a maximum of \$5,000.00 per insured person per calendar year
- 50% payment of Plan “B”, major expenses to a maximum of \$5,000.00 per insured person per calendar year
- 50% payment of Plan “C”, orthodontic expenses to a maximum of \$1,000.00 per calendar year and \$2,500.00 per lifetime per insured member
- All expenses for treatment and payments from the Plan are based on the current fees specified in the Insurance Carriers’ Schedule of Fee Allowance

- Coverage up to age 75

C. Group Life Insurance

Amount of coverage:

- All employees are insured for an amount equal to 2.5 (two and one half) times their basic annual earnings, rounded up to the next \$1,000.00 (one thousand) if not already a multiple thereof
- The maximum benefit payable is \$200,000.00 (two hundred thousand)
- Benefits will continue to a maximum of age 70 (seventy); life coverage reduces to 50% at age 65 (sixty-five)

D. Accidental Death And Dismemberment

Amount of coverage:

- Coverage is equal to the amount of the employee's Group life insurance
- Benefits will continue to a maximum of age 70 (seventy)

E. Long Term Disability

Amount of coverage:

- All employees are insured for an amount equal to 66 2/3% (sixty-six and two thirds) of their basic monthly earnings
 - The maximum benefit payable is \$3,000.00 (three thousand) per month
 - Benefits commence after a waiting period of 17 (seventeen) weeks
(together, the "Benefits")
- a) The Employer shall pay 100% of the premium costs of the Benefits, excluding Long-Term Disability. The full premium cost for Long-Term Disability shall be paid by employees and deducted from their earnings on a monthly basis.
 - b) It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and neither the Union nor the Employer has any direct responsibility for ensuring that all requirements for eligibility, coverage or benefit entitlement are met by the employee beyond the obligations specifically stipulated in this Agreement.

16.10 Sick Leave and Personal Leave

Permanent Employees shall be entitled to ten (10) paid personal or sick leave days per calendar year. Casual Employees who work 1248 hours shall be entitled to the ten (10) paid personal or sick leave days in the subsequent calendar year. Employees who have been off work on paid leaves or in receipt of SUB plan payments shall be credited with forty (40) hours per week. Employees who are on WorkSafe BC, pregnancy, maternity/parental leave or are on another leave protected under the Canada Labour Code shall be credited with hours equivalent to the average hours worked in the year preceding the leave, prorated for the period of the leave.

- a. Permanent Employees who work a partial year shall receive a pro-rated portion of the ten (10) paid personal or sick leave days in the subsequent calendar year.
- b. Personal leave days may be taken for the reasons outlined in the personal leave provisions of the Canada Labour Code, including the following:
 - Taking care of health obligations of any family member;
 - Caring for any family member;
 - Taking care of obligations related to the education of any family member under the age of 18;
 - Managing any urgent situation that concerns the Employee or a family member; and
 - Attending the Employee's citizenship ceremony under the Citizenship Act.
- c. Sick leave is to be used in the event that the employee is unable to work as a result of illness or injury. If reasonably requested by the Employer, a doctor's certificate must be supplied by the employee. The Employer will cover the cost of the doctor's certificate, if required.
- d. Sick leave may also be used for the purpose of attending a medical or dental appointment that cannot be scheduled outside of working hours.
- e. There will be no "waiting period" before sick and personal leave claims are paid.

16.11 Supplementary Unemployment Benefit

A Supplementary Unemployment Benefit ("SUB Plan") for Employees who become ill or injured will be established for Permanent Employees as well as Casual Employees who worked more than 1248 hours in the prior calendar year. Employees who have been off work on paid leaves or in receipt of SUB plan payments shall be credited with forty (40) hours per week. The SUB Plan will be funded on an as-needed basis. Employees who are on WorkSafe BC, pregnancy, maternity/parental leave or are on another leave protected under the Canada Labour Code shall be credited with hours equivalent to the average hours worked in the year preceding the leave, prorated for the period of the leave.

The SUB Plan is available to Employees who are eligible to receive Employment Insurance ("EI") sickness benefits. Where an Employee is in receipt of such benefits (and after any waiting period has completed), the Employer shall pay the Employee a top-up of the EI, up to the lesser of the following:

- i. The difference between the EI and 95% of the Employee's normal weekly earnings; or
- ii. \$440 per week.

Maternity leave under the Canada Labour Code will be covered by SUB on the same basis as illness in accordance with the posted Federal Employment Insurance maternity/parental leave guidelines.

16.12 Provincial Medical Plan

Eligible Employees shall be enrolled in the B.C. Medical Services Plan, with coverage up to age 75. The Employer will pay 100% of the premiums.

ARTICLE 17 - REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

17.01 Group RRSP Plan

The Employer shall contribute to the Group RRSP chosen by the Employees or the one made available by the Employer.

- a) The Employer will continue to provide and administer during the life of the Collective Agreement an Employer/Employee contributory Group Registered Retirement Savings Plan (RRSP) in accordance with the following provisions.
- b) All Permanent Employees who have completed one (1) year of continuous service, shall be eligible to participate in the Plan.
- c) The Employer's contribution shall be four percent (4%) of an Employee's earnings to the maximum pensionable earnings in any year as defined by the Canada Pension Plan. The employer's contributions shall increase to five percent (5%) effective January 1, 2021 and six percent (6%) effective January 1, 2022.
- d) The Permanent Employee's contribution shall at least match the Employer's contributions, but an Employee may choose to increase their contribution at any time up to the maximum contribution allowed.
- e) Contribution shall be made by the Employer and participating employees at the end of each pay period.

17.02 Annual Earnings

An Employee's gross annual earnings for the purpose of this Article shall be based on all wages paid by the Employer, which includes: regular pay, overtime, vacation pay, holiday pay, SUB Plan top-up and personal and sick days.

17.03 Remittance of Contributions

The Employer shall remit the Employee and Employer contributions to the RRSP Account(s) within fifteen (15) calendar days of the end of each calendar month.

ARTICLE 18 – SENIORITY

18.01 Application of Seniority

- a) Each newly hired employee covered by this Agreement as defined in Article 2.01 will be considered probationary and will not be placed on a seniority list until the earlier of their being employed with the Employer for at least ninety (90) calendar days or having actually worked for the Employer for at least sixty (60) calendar days.
- b) An employee not having seniority rights may be terminated by the Employer if the Employer determines that the employee is unsuitable for permanent employment, and if grieved, the Employer will need to show that it acted reasonably in making that determination.
- c) For the purposes of this Agreement, seniority for new employees will commence running upon successful completion of their probationary period, and their seniority date for all purposes shall be the employee's date of hire with the Employer.

18.02 Seniority List

A seniority list of all employees in the bargaining unit shall be posted as soon as possible after the effective date of this Agreement and annually thereafter, not later than January 31st of each year. The seniority list shall contain the following information:

- The employee's name.
- The employee's position.
- The last date of employment for any of the positions covered in this Agreement.

Copies of the seniority list shall be furnished to the Local Officers of the Union. It is agreed that the seniority list, as posted, shall be open for correction for a thirty (30) day period and will thereafter be deemed accepted for all purposes of this Agreement.

18.03 Calculation of Seniority

An employee's "service" shall be defined as the continuous period that an employee has worked with the Employer as an employee as defined by Article 1.02.

18.04 Breaks in Continuous Service

- a) An employee's employment and seniority rights with the Employer will conclude in the case of a break in continuous service as defined in this Article.

- b) Continuous service shall be broken by discharge with cause, resignation, inactivity, or other termination of service by voluntary act of the Employee. For the purposes of this Article, “inactivity” shall be defined as someone who has not worked in the last 12 months for reasons other than approved leaves of absence, approved long-term disability claims, claim periods covered by WorkSafe BC, pregnancy, maternity/paternity leave, or any other protected leave under the Canada Labour Code.

18.05 Lay Off and Recall

- a. In the event of lack of work affecting the operations of the Employer, the Employer will have the right to lay off Permanent-Employees due to lack of work. The Employer agrees to give the Employees seven (7) calendar days written notice to the employee and Union in the event of lay off. Notice of layoff shall not apply where the Employer can establish that the layoff results from a natural disaster or national emergency.
- b. The Employer may only lay off a Permanent Employee where there is insufficient work to ensure that each Permanent Employee can be guaranteed 40 hours of work per week for each scheduled week in the subsequent month. The Employer must offer to recall a Permanent Employee who has been laid off if there is sufficient work to ensure that each Permanent Employee can be guaranteed 40 hours of work per week for each scheduled week in the subsequent month.
- c. In the event of layoff, the Employer shall lay off Permanent Employees in the affected classification in reverse order of seniority, commencing with the least senior Employee and proceeding in turn thereafter.
- d. A Permanent Employee who has been issued layoff notice may bump the most junior Permanent Employee in another classification, provided the Employee has more seniority than the bumped employee and has the qualifications, skills and abilities to perform the work. An Employee without the necessary qualifications, skills, and abilities may be offered training. The Employee shall be paid the wage rate of the classification in which they have bumped.
- e. The Employer shall recall laid off employees according to their seniority, commencing with the most senior employee, provided the Employee has the qualifications, skills and abilities to perform the work. In the alternative, the Employer may post the position.
- f. No new Permanent Employees shall be hired until those laid off who have the qualifications, skills and abilities have been given an opportunity of recall. The Employer may give an Employee without the necessary qualifications, skills, and abilities the opportunity to train.
- g. It is the duty of each Employee to keep the Employer informed of their current address and telephone number at all times, including during layoff.
- h. Where a Permanent Employee is laid off due to lack of work, they shall be placed on the list of Casual Employees in order of seniority.

18.06 Benefit Coverage

Employees working on a part-time basis for the Union will have those hours credited for purposes of qualifying for benefit coverage in any one year. The Union shall notify the Employer on each occasion of the hours to be credited.

18.07 Job Postings and Casual Employment

A Permanent Employee may return to the casual pool without loss of seniority with proper notice.

In filling vacant Permanent Grain Grader positions or other position above the level of a Grain Grader, the Employer shall assess the skills, abilities and qualifications of the applicants. When these criteria are equal for two or more employees, seniority shall be the determining factor. The Employer must demonstrate to the Union the differential between the candidate's skills, abilities, and qualifications before denying the most senior employee.

All applicants for Grain Grader positions must write an aptitude test that measures qualities for grain grading work. The Employer will use the results of the exam to assess a candidate's aptitude to perform grain grading work. The Employer will permit the Union to have a representative present to review the results of the exams.

In filling a vacant Permanent position below the level of a Grain Grader, preference shall be given to the most senior employee.

18.08 Vacancies

- a) In the event that there is a vacancy for a position within the bargaining unit which the Employer requires to be filled or a new position is established within the bargaining unit, a bulletin showing the rate of pay, effective date and classification of the position shall be posted for ten (10) working days before the position is filled in places accessible to all employees. Employees desiring such positions shall forward an application, including details of related experience, to the designated representative of the Employer within the ten (10) days of the posting.
- b) The Employer will notify the shop steward(s) of all vacancies posted pursuant to Article 18.06(a).
- c) This provision shall not apply in respect of temporary vacancies occurring due to illness, injury or other authorized leaves of absence.
- d) In the filling of positions within the bargaining unit posted in accordance with Article 18.01(a) above, the Employer will give preference to applications from Employees over outside applicants, provided the Employee possesses the required skill, ability and qualifications to competently and efficiently perform the work.

18.09 Layoff

Employees whose employment is terminated by the Employer for reasons other than just cause will be entitled to notice and/or severance in accordance with the provisions of the Canada Labour Code.

18.10 Seniority

New graders will participate in training and courses during the first month of their appointment. During the first three (3) months of their position, graders will practice their grading skills using non-export grain samples. After three (3) months in the position, a grader will be tested to assess their competency and work performance. Where the new grader does not obtain a pass mark of 70% on the test, they will be returned to their previous (non-grading) position. However, where an employee receives a mark of at least 65%, they will receive a further one (1) week of retraining and be entitled to rewrite the test within 14 business days of that further retraining.

18.11 New Hires

For every three positions posted by the Employer, the Union will supply the candidates for the first two postings. In particular, within 21 days of each posting, the Union will provide the Employer with four qualified candidates for the position. The Employer will then make the hiring decision from within the candidates, provided that they satisfy the qualifications of the posted position. If the Employer reasonably determines that none of the supplied candidates for employment are qualified, the Union shall provide four further candidates within 14 days.

The Employer will hire from its own candidates for the third posting.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Leaves of Absence

Subject to operational requirements, the Employer may approve a leave of absence without pay and without loss of seniority on written application by the employee setting out good and sufficient cause for the request. The decision to approve the leave and the length of the leave permitted shall be within the discretion of the Employer.

Where an employee takes a job elsewhere during a leave of absence their employment with the Employer shall be deemed to be terminated upon expiry of the approved period of leave.

19.02 Bereavement Leave

In the event of a death in an employee's immediate family, the employee, upon request, will be allowed up to three (3) days off with pay in the five (5) consecutive days following the date of death. If the funeral does not take place within five (5) consecutive days following the date of death, the employee will be permitted an additional day off with pay on the day of the funeral for purposes of attending the funeral.

"Immediate family" shall mean the employee's:

- Spouse
- Parents
- Children, and children of the employee's spouse
- Grandchildren
- Siblings
- Grandparents
- Parents in-law, and
- Any relative who resides permanently with the employee or with whom the employee permanently resides.

Where the funeral is in excess of five hundred (500) kilometers from the Employer's site, an employee shall be entitled to an additional two (2) consecutive days, in conjunction with the initial three (3) days leave with pay as travel time allowance, which includes the day of the funeral.

Upon request and subject to operational requirements, employees shall be permitted up to an additional five (5) days of unpaid leave for the purposes of bereavement, to be taken in conjunction with days off identified in Article 16.

19.03 Pregnancy Leave / Parental Leave

The maternity and parental leave provisions set out in Division VII of Part III of the Canada Labour Code, as may be amended from time to time, are applicable to the employees covered by this Agreement.

19.04 Notification of Absence

In the event an employee is to be absent for any reason, the Employer and Senior Grader or designate must be notified prior to the time of commencement of the employee's scheduled shift, where feasible.

ARTICLE 20 - JURY AND WITNESS DUTY

20.01 Scheduling During Jury Duty

The first ten (10) days of time lost by an employee on a scheduled work day due to necessary attendance on jury duty in any Court proceeding shall be paid at the rate of pay applicable to the said employee. Once an employee is released from jury duty, they shall, subject to the seniority provisions of the Agreement, be returned to the job classification and pay rate they were on prior to such duty. Where an employee's jury duty extends beyond 10 days, the employee may request additional payment from the Employer, which the Employer will consider on a case-by-case basis with consideration of potential financial hardship to the Employee. Any additional payment will be made at the Employer's sole discretion.

20.02 Seniority During Jury Duty

Time lost by an employee on a scheduled work day due to be subpoenaed as a witness in any Court proceeding not directly involving that employee, shall be paid at the rate of pay applicable to the said employee. Once an employee is released from witness duty, they shall, subject to the seniority provisions of the Agreement, be returned to the job classification and pay rate they were on prior to such duty.

20.03 Jury Pay

All jury pay received by the employee from the Court or otherwise shall be reimbursed to the Employer. Any employee on jury duty or subpoenaed as a witness shall make themselves available for work before or after being required for jury duty or as a witness wherever practical.

ARTICLE 21 – DUES CHECK OFF AND HOURLY RECORDS

21.01 Union Dues and Assessments

- a) All existing employees covered by this Agreement, who, at the date of ratification of this Agreement, are members of the Union shall remain members in good standing as a condition of employment.
- b) New employees covered by this agreement shall, within thirty (30) working from the date of employment, become members of the Union and continue in good standing as a condition of employment.

21.02 Remittance to the Union

- a) The Employer agrees to deduct Union initiation fees and dues from the wages of each employee following thirty (30) working days of employment and to forward the collected money to the Union once monthly.
- b) The Employer will provide the Union with a written statement of the names of Employees for whom deductions were made, and the amount of each deduction.
- c) The Union agrees to inform the Employer of all such initiation fees and dues, and supply the Employer with all documents that are required to be signed by employees in respect of the deduction of fees or dues.
- d) All employees shall be required to sign a written authorization for the check off of Union fees and dues.
- e) Notwithstanding any provisions contained in this Article, there shall be no financial responsibility on the part of the Employer for fees or dues of an employee unless there are sufficient unpaid wages of the employee in the Employer's possession.

21.03 Hourly Records

A record of hours worked shall be issued to the Union on a quarterly basis. The composition of the record to be agreed on. The Employer will provide the Union a copy of its members' payroll records providing those employees consent in writing to such disclosure. The Union agrees that all such records will be handled in a confidential manner.

ARTICLE 22 – TRAINING

22.01 Training of All Employees

Training will be conducted where necessary for safety and job orientation in order to ensure that an adequate number of competent employees are available to meet work requirements. Training will be scheduled at the Employer's discretion. Per past practice, experienced bargaining unit employees will continue to provide on-the-job coaching and job shadowing to new hires and junior employees where needed. The Employer's company trainer (non-union) shall also conduct employee training as considered necessary.

22.02 Training of Casual Employees

Prior to hiring additional casual Employees, the Employer shall attempt to train Employees already in the casual pool to perform the work required.

22.03 Training During Paid Time

The Employer may, at its discretion, schedule permanent and casual employees for any type of training during any cancelled shifts, dead time, or otherwise un-utilized paid hours of the employees.

22.04 Training for Specific Duties

Employees who have been trained for a job are required to remain in that position for at least six (6) months unless otherwise mutually agreed to. In addition, employees will provide the Employer with a least two (2) months' notice of a decision to return to a vacant inspector position. This requirement will not prevent an employee bidding on and accepting a permanent job vacancy.

22.05 Reimbursement

- a) An employee who is required by the Employer to attend courses and/or training shall be reimbursed for the cost of the courses and/or training and shall not suffer any loss of wages as a result of attendance at such courses or training.
- b) The Employer shall reimburse employees for the renewal cost of licenses required in the performance of their duties.

ARTICLE 23 - MEDICALS

23.01 Medical Check-Ups

Medical check-ups may be given to all Agricultural Employees annually for work-related occupational health and safety purposes. The medical check-ups will be provided by a mutually agreed upon physician at the expense of the Employer. If the employee has a work-related illness or injury, the Employee will go to WorkSafe BC.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 Changes in the Workforce

Where the Employer is making, or intending to make, a change in the work force due to technological change as defined by the Canada Labour Code and where the terms and conditions or security of employment of a significant number of employees in the bargaining unit is likely to be affected, the Employer will give the Union written notice of the technological change on ninety (90) days prior to the date on which the technological change is to be effected.

24.02 Notice of Changes

After Notice has been given, the Employer and the Union shall meet to discuss the change, its impact upon the affected employees and the feasibility of retraining, or alternate placement options.

ARTICLE 25 - HARASSMENT

25.01 Purpose

The parties recognize the right of all Employees to work in an environment which is free from personal and/or sexual harassment. Accordingly, the personal and/or sexual harassment of any Employee is prohibited.

25.02 Definition of Sexual Harassment

Sexual harassment is a form of discrimination involving unwelcome verbal, non-verbal or physical conduct of a sexual nature, and may be deliberate or unintended, unsolicited or unwelcome. Sexual harassment includes sexual advances, requests for sexual favours, suggestive comments or gestures, or physical contact when any of the following occur:

- a) The conduct might reasonably be expected to cause embarrassment, insecurity, discomfort or humiliation and is made by a person who knows or ought reasonably to know, that the conduct is unwanted or unwelcome;
- b) The conduct is accompanied by a reward, or the express or implied promise of a reward, for compliance the conduct is accompanied by reprisal, or an express or implied threat, or implied threat or denial of opportunity, training, or promotion, for failure to comply;
- c) The conduct is accompanied by the actual, express, or implied denial of opportunity, training, or promotion, for failure to comply.

The definition of sexual harassment is not meant to inhibit interaction or relationships based upon mutual consent or normal social contact between Employees.

25.03 Definition of Personal Harassment

Any discriminatory conduct, as defined below, at or related to the workplace which a reasonable person would conclude denies an individual their dignity or respect or which adversely affects their terms or conditions of employment, their job security or career advancement prospects by creating an intimidating, coercive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment.

Discriminatory conduct is defined as any discrimination on the basis of: race, national or ethnic origin, religion, colour, citizenship, age, sex, gender identity or expression, sexual preference or orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability where the disability does not render the Employee incapable of fulfilling their employment duties and obligations, conviction for which a pardon has been granted, political beliefs, or membership or activity in any trade union.

25.04 Complaints

The Employer, in cooperation with the Union, will promote a workplace that is free from personal harassment where all Employees are treated with respect and dignity.

An Employee who believes they have a complaint of sexual or personal harassment may make a direct request of the alleged harasser that the offensive conduct cease.

If the request is unsuccessful, or if it is considered inappropriate, uncomfortable, or unsafe to make such a request, the complainant may seek the confidential advice of any member of Management or the Union. A formal complaint may be made by the complainant or by the Union on behalf of the complainant.

The member of Management or the Union will hold in the strictest confidence and not disclose the name of the complainant or the circumstances related to the complaint to any person unless disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation to the complaint, and has the informed consent of the complainant.

Upon receipt of any complaint or report of harassment, the Employer will promptly investigate the matter.

An Employee may initiate a grievance under this Article at either Step 1 or Step 2 of the Grievance Procedure. A grievance under this Article will be handled with all possible confidentiality and dispatch. The alleged offender shall be entitled to notice as soon as possible, of the substance of the personal and/or sexual harassment complaint made against them.

During any investigation and/or grievance procedure, the Employer agrees to monitor the working environment of individuals involved to protect their rights pursuant to 26.01.

ARTICLE 26 - DURATION

26.01 Duration and Notice

This Agreement shall be in full force and effect from date of ratification to February 28, 2024 and shall continue in full force and effect from year to year thereafter subject to the right of either party to commence collective bargaining by giving written notice within four (4) months immediately preceding the expiry date, or in any year thereafter.

Subject to Article 26.01, this Agreement shall continue in full force and effect until the Union gives notice of strike and such strike has commenced, or the Employer gives notice of lockout and such lockout has commenced, or until the parties conclude a renewal or revision of the Agreement, as the case may be.

Signed on behalf of

SGS Canada Inc.


Mike Metzak
Director of Trade Services

November 20, 2020

Date

Signed on behalf of

International Longshore and Warehouse
Union, Local 522


Barry Holloway
Lead Negotiator

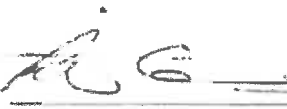
Nov. 19, 2020

Date


Don Slobodzian
Vice President of Agriculture and Food

November 20, 2020

Date


Rob Ashton
President of ILWU

Nov. 19, 2020

Date

APPENDIX A - WAGES

Job Classification	2020	March 1, 2021	March 1, 2022	March 1, 2023
Weigher	\$31	\$32	\$33	\$34
Grain Inspector	\$31	\$32	\$33	\$34
Grain Grader	\$35	\$36	\$37	\$38
Senior Grain Grader	\$37	\$38	\$39	\$40

APPENDIX B – JOB CLASSIFICATIONS

Subject to additional job duties as required.

Weigher

- Monitor all shipping
- Check test lifts
- Verify all math for shipping scale tapes
- Communicate with PRG staff
- Verify weights with PRG
- Equipment checks (walk in terminal)
- Answer emails
- Communicate with Vancouver
- Communicate with clients/answer questions
- Manage paperwork
- Reinspections/printing out/sending results
- Answer phone calls
- Send incremental data
- Vessel supervision paperwork
- Vessel shipping paperwork & completion packages
- Communication with CGC
- Receive and send incoming railcar and vessel paperwork, ensuring compliance with CGC
- Lock and unlock shipping bins when required
- Orientation and training of new people

Grain Inspector

- Log-in, organizing, storing, distribution, and disposing of incoming samples and after final inspections
- Obtain samples from terminal, including manual samples (CMP)
- Clean grain samples using dockage carter/sieves and prepare them for grading
- Operate, maintain, and calibrate laboratory equipment (moisture meters, scales, dockage, testers, protein testers, ELISA readers). Monitor all equipment according to desired standards before performing the analysis
- Assist in performing analyses such as moisture, protein, dockage, test weight, mycotoxins, germination tests, gluten test, falling number test, etc.
- Analysis of miscellaneous other branch specific laboratory analyses (malt barley variety identification, audits, etc.)
- Maintaining/monitoring of basic laboratory supplies (gloves, dust masks, filter papers etc.).
- Cleaning of work areas including dusting, sweeping, kitchen, etc.
- Follow all requirements according to the Canada Grain Act and Canada Grain regulations.

- Follow CFIA protocol for sampling, CGC standards for sampling, SGS SOPs, any other client specific specs.
- Issuing initial and final reports related to food, container, industrial, etc. inspections (i.e. Government Inspection Services, GIS).
- Assist in preparing on-site final analysis reports (i.e. Perform the inspection and complete the inspection report)
- To prepare for and organize grain inspection jobs so that services are rendered, and reports and samples are submitted, in a timely manner.
- Assist Graders in moving samples from one unit to another, or running samples
- Vessel Supervision

Grain Grader

- Competent in performing all responsibilities of a Grain Inspector and Senior Grain Inspector
- Working with their supervisors or senior staff to solve day-to-day production and process problems, providing technical and operational guidance to junior grading staff.
- Review of analytical data.
- Reporting on-site inspections and/or grading results.
- Report findings to the grain elevator.
- Conduct total grain inventory audits of weight and grade.
- Vessel supervision

Senior Grain Grader

- Competent in performing all responsibilities of a Grain Inspector and a Grain Grader.
- Minimum 3 years' experience as an SGS Grain Grader
- Responsible for grading all grain types, including wheat, pulses, and specialty crops.
- Provide technical guidance and training for all Grain Inspectors and Grain Graders.
- Communicate directly with grain elevators to provide guidance/updates on grade issues.
- Conduct laboratory analysis, grading, and review of data in accordance to the CGC guide.
- Accountable for the Health, Safety and Environment of personnel and the enforcement of all regulations as per the Company Health and Safety Manual, and the immediate reporting of any health, safety or environmental incidents, accidents or concerns to the Manager / Supervisor and H&S department for action.
- Demonstrates good and safe work habits and enforces a clean working environment.
- Knowledge of good laboratory practices, ex. Health & Safety, working with acids and other harmful reagents.
- Vessel inspections
- Training of grain terminal staff at terminal or SGS facilities requested
- Scheduling and dispatch
- Delegate requests from Admin
- Reinspections
- In general terms, a working Supervisor

APPENDIX C – JOB QUALIFICATIONS

Grain Inspector

- Must be able to read, understand and follow work instructions in a safe, accurate and timely manner.
- Candidates must be proficient in using various types of computer software (Word, Excel, PowerPoint & Outlook).
- Opportunity to be trained in performing all responsibilities of position
- Proven ability to manage and coordinate multiple projects in a fast-paced, highly professional environment.
- Candidates must demonstrate excellent verbal and written communication skills including grammar and composition.
- Ability to work well with others & independently.
- Proven time management skills and a strong attention to detail.
- Works well under pressure.
- Extended hours and shift work may be required from time to time.
- Travel to other SGS locations or client location may be required from time to time.
- Possess and maintains a valid driver's license.
- Ensures full compliance with the company's Health & Safety, Code of Integrity, and Professional Conduct policies.

Grain Grader

- Must be able to read, understand and follow work instructions in a safe, accurate and timely manner.
- Candidates must be proficient in using various types of computer software (Word, Excel, PowerPoint & Outlook).
- Opportunity to be trained in performing all responsibilities of position
- Proven ability to manage and coordinate multiple projects in a fast-paced, highly professional environment.
- Candidates must demonstrate excellent verbal and written communication skills including grammar and composition.
- Ability to work well with others & independently.
- Proven time management skills and a strong attention to detail.
- Works well under pressure.
- Extended hours and shift work may be required from time to time.
- Travel to other SGS locations or client location may be required from time to time.
- Possess and maintains a valid driver's license.
- Ensures full compliance with the company's Health & Safety, Code of Integrity, and Professional Conduct policies.

Senior Grain Grader

- Must be able to read, understand and follow work instructions in a safe, accurate and timely manner.
- Candidates must be proficient in using various types of computer software (Word, Excel, PowerPoint & Outlook).
- Proven ability to manage and coordinate multiple projects in a fast-paced, highly professional environment.
- Candidates must demonstrate excellent verbal and written communication skills including grammar and composition.
- Ability to work well with others & independently.
- Proven time management skills and a strong attention to detail.
- Works well under pressure.
- Extended hours and shift work may be required from time to time.
- Travel to other SGS locations or client location may be required from time to time.
- Possess and maintains a valid driver's license.
- Ensures full compliance with the company's Health & Safety, Code of Integrity, and Professional Conduct policies.

APPENDIX D – CASUAL BOARDS

Union Member Casual Board will consist of all Union member Casuals.

Non-Union Member Casual Boards shall consist of Boards of 5 (five) Casuals each based on their seniority starting with the A Board, then B Board, then C Board, continuing down.

Casuals must maintain 75% of the average hours of their Board or they may be subject to demotion to a lower Board.

If demotions occur the openings will be filled by the most senior Casual on the Board directly below the opening who has maintained 75% average.

WorkSafe BC, sick leave, or injury time will be counted towards the 75% average.

MEMORANDUM OF AGREEMENT

Between

SGS CANADA INC.

(hereinafter called "the Employer")

and the

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, LOCAL 522

(hereinafter called "the Union")

(together, the "Parties")

Settlement of the Collective Agreement for the Prince Rupert Bargaining Unit

WHEREAS:

- A. On February 11, 2019, the Union was certified to represent a bargaining unit comprised of all agricultural employees of the Employer working at and from the Prince Rupert Grain Terminal or 1425 Ridley Island Highway, Prince Rupert, British Columbia, excluding fumigators and the operations supervisor (the "Bargaining Unit");
- B. The Parties engaged in collective bargaining in an effort to reach a first collective agreement and avoid a labour dispute. On November 4, 2020, the Parties reached an agreement on all outstanding items (the "Tentative Agreement");
- C. On March 2, 2020, the Employer issued a warning letter to Ms. Sofia Cardoso (the "Cardoso Warning"). As well, on March 11, 2020, Ms. Cardoso alleged that she had been suspended by the Employer as a result of being told she could not work without proper footwear (the "Cardoso Suspension"). The Union grieved the Cardoso Warning and Cardoso Suspension by way of its letter of March 27, 2020 (the "Cardoso Grievance"). In the course of the arbitration proceedings before Arbitrator Julie Nichols involving the Cardoso Grievance, the Union also alleged that Ms. Cardoso had been discriminated against based on her sex contrary to the *Canadian Human Rights Act*. The arbitration hearing of the Cardoso Grievance commenced on May 12, 2020 and is currently adjourned;
- D. The Employer issued warning letters to Mr. Nathan Pitre (the "Pitre Warnings"), which were not grieved by the Union;

- E. On March 3, 2020, the Employer issued a warning letter to Mr. Jason Leask (the “Leask Warning”) and issued a one day suspension to Mr. Leask on April 6, 2020 (the “Leask Suspension”). The Union grieved the Leask Warning and the Leask Suspension and the matters were heard by Arbitrator Saunders. On October 23, 2020, Arbitrator Saunders issued his award on the matters (the “Saunders Award”) in which he upheld the Leask Warning and reduced the Leask Suspension to another written warning (the “Second Leask Warning”);
- F. On August 1, 2020, Mr. Bruce Tessier and Mr. Dipak Sheth engaged in an alleged physical confrontation (the “August 1st Incident”). As a result of that confrontation, the Employer retained a third-party investigator to investigate the incident as well as others (the “Investigation”);
- G. Mr. Dipak Sheth (“Sheth”) and Mr. Mike Corbin (“Corbin”) were supervisors for the Employer in Prince Rupert. Both Sheth and Corbin are currently on a leave from their respective positions in Prince Rupert; and
- H. On July 22, 2020, the Employer filed a complaint (33903-C) with the Canada Industrial Relations Board (the “Board”) alleging that the Union had bargained in bad faith contrary to the *Canada Labour Code* (the “Unfair Labour Practice Complaint”). The Parties filed submissions with respect to the Unfair Labour Practice Complaint and the matter is presently being adjudicated by the Board.

NOW THEREFORE, the Parties hereby agree as follows:

- 1. The Union will strongly recommend the ratification of the Tentative Agreement (attached as Appendix “A”) to the Bargaining Unit members.
- 2. The Parties agree that the terms of the collective agreement will be from March 1, 2020 to February 28, 2024 (the “Term”).
- 3. The following employees are, as of the date of ratification, considered the Permanent employees for the purposes of the collective agreement:
 - Alexandra Dufva;
 - Anthony Magliocchi;
 - Bruce Tessier;
 - Debra Catherall;
 - Douglas Faust;
 - Jason Leask;
 - Nathan Pitre;
 - Shirley Mintenko;
 - Sofia Cardoso;

- Robert Payne; and
- Ryley Goffic.

(the “Permanent Employees”)

4. When performing scheduling duties, Mr. Ryley Goffic will be considered a Senior Grader for the Bargaining Unit.
5. The Employer agrees to cross-train the Bargaining Unit employees so that they are qualified in the positions of the Bargaining Unit. The Employer must act reasonably when selecting employees for training, without arbitrariness, discrimination or bad faith.
6. On ratification of the Tentative Agreement and in lieu of any retroactive payments or benefits for the period between the commencement of the Term and the date of ratification, the Employer will pay a signing bonus of \$4,000 to each Permanent Employee and \$2,000 to the other Bargaining Unit employees.
7. On the ratification of the Tentative Agreement, the Parties agree to implement the following on a without prejudice and precedent basis:
 - I. The Employer will not return Sheth or Corbin to their supervisory duties or positions in Prince Rupert and they will have no authority over, or interaction with, the employees at that worksite;
 - II. The Employer will remove the Cardoso Warning from the personnel file and ensure that she is made financially whole for March 11, 2020. The Union will withdraw all aspects of the Cardoso Grievance and notify Arbitrator Nichols that all claims and matters of the arbitration have been settled in full;
 - III. The Employer will remove the Pitre Warnings from Mr. Pitre’s personnel file;
 - IV. The Employer will remove the Leask Warning and the Second Leask Warning from the Personnel file. The Saunders Award remains, but will have no bearing on future discipline for Leask;
 - V. The Employer will cease the Investigation and will not discipline Mr. Tessier in relation to the August 1st Incident and he will be returned to the workplace; and
 - VI. The Employer will write to the Board to request the withdrawal of the Unfair Labour Practice Complaint.

[continued on next page]

8. Any reference to "grieve", "grieved" or "grievance" in this Agreement includes applications under section 36.1 of the *Canada Labour Code* to challenge disciplinary action of the Employer.
9. This agreement may be executed in counterparts that together are deemed to constitute one valid and binding agreement and delivery of counterparts may be effected by email.

SGS Canada Inc.

International Longshore and Warehouse Union,
Local 522

Mike Metzke

Name of Authorized Representative

[Signature]

Name of Authorized Representative

[Signature]

Signature of Authorized Representative

[Signature]

Signature of Authorized Representative

November 20, 2020

Date

Nov. 19, 2020

Date