Collective Agreement

Between

Fraser Grain Terminal

And

Grain Workers Union Local 333 ILWU

January 1st, 2024 to December 31st, 2027

Collective Agreement

Index

Letter of Understanding

This Agreement entered into as of the 1st day of January, 2024.

Between:

Fraser Grain Terminal

(hereinafter called the "Company")

Of The First Part

And:

Grain Worker's Union Local 333 ILWU

(hereinafter called the "Union")

Of The Second Part

Witnesseth:

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

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

ARTICLE 1 – DEFINITION

1.01 The term "Employee" as used herein and for the purpose of this Agreement shall include all persons employed by the Company below the position of Supervisor, and excepting office and technical employees, and for whom it is agreed that the Union holds exclusive bargaining authority.

ARTICLE 2 – BARGAINING AGENCY AND RECOGNITION

2.01 Union Membership

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

2.02 No Discrimination

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

2.03 Bulletin Boards

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

2.04 Dues and Assessments

a. The Company shall deduct from the wages of all employees and pay to the Union initiation fees, Union dues or money in lieu of Union dues, in the amounts following:

   i. Initiation fees in the amount of $50.00 or such amount as may be set by Union By-Laws from time to time, from the wages of those employees who the Union by written notice to the Company advises have been accepted as members of the Union.

   ii. Union dues or money in lieu of Union dues in an amount per month equal to the sum of five (5) hours at basic rate (General Labourer Rate) as agreed to from time to time.

b. The Company shall remit the moneys referred to in the subsection (a) to the Union at least once each month, together with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

c. The Company shall honour a written assignment of wages to the Grain Handlers Holding Society.

d. An Assignment pursuant to subsection (c) shall be substantially in the following form:

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

Assessment in the amount of $15.00

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

ARTICLE 3 – MANAGEMENT

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

ARTICLE 4 – HIRING

4.01 The company will have the direct responsibility of hiring new employees other than Students.

a. The Company will adhere to certain principles as follows:

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

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

b. The Company will not hire tradespersons and persons trained to carry out technical skills to perform work in any other capacity than as tradespersons or other technical classifications.In order for the Union to ensure that the above principles are properly implemented, the Union can periodically review with the Company the hiring procedures of the Company. The Union may also file a grievance under Article 14 of the Collective Agreement if they allege that the hiring procedures of the Company are in contravention of the above principles.

c. New employees will be directed to the Union office to complete their Union application forms, prior to the starting at the Terminal.

d. Nothing in this Article will preclude the Union from making suggestions to the Company with respect to suitable candidates for employment.

4.03 The parties agree to the following with respect to pre-employment medical examinations:

a. In addition to other assessements of the employee's fitness to perform the requirements of the job for which they are being hired, the Company's physician will be directed to perform such clinical assessments and tests as are appropriate to determine whether the candidate for employment is suffering from addiction to alcohol, is a user of prohibited narcotics or other substances.

b. These tests will, unless otherwise agreed between the Company and the Union, only be performed on new employees. Specifically, no such tests will be performed on any active member of the Union. Former employees who voluntarily terminated their employment or who were discharged for cause will be treated as new employees.

c. The Union will be provided, on an information basis, with a copy of the Pre-employment Medical/Fitness Assessment Form used by the Company's doctor.

d. The Union will be provided with a Certificate of Fitness prior to an employee starting work.

e. Prior to implementing changes in medical examination procedures, the Company will consult with the Union.

ARTICLE 5 – HOURS OF WORK AND OVERTIME – NON-CONTINUOUS OPERATIONS

5.01 Work Week

The Company and the Union agree that the standard workday shall consist of eight and one half (8.5) hours and the standard work week shall consist of forty-two and one half (42.5) hours, inclusive of breaks, Monday to Friday. The Company will not institute swing shifts. Regular starting and quitting times for the various shifts will not be changed except by mutual agreement between the Company and the Union.

5.02 Overtime

Time worked in excess of standard hours of work as specified in Article 5.01 shall be considered as overtime and shall be paid at the rate of double time for such overtime hours. Time worked on Saturday and Sunday shall be considered as premium time and shall be paid at the rate of double time.

a. Employees shall not normally be expected to work overtime where employees are on lay off. Where the operational requirements of the employer render it impractical to call back such laid off employees' overtime shall be worked. The employer will give reasonable notice of overtime requirement. The employer undertakes to recall, where practical, laid off employees.

b. Employees will not be requested to work more than four (4) hours overtime on any standard workday except where it is necessary to complete loading a vessel to enable the vessel to sail. In that event, employees will not be requested to work more than six (6) hours overtime. If mutually agreed by the President (or their designate) of the Union and the Company, the above-mentioned limit of four (4) hours overtime on any standard workday may be extended to six (6) hours.

c. Employees on any shift will not be requested to work overtime on the date of a regular Union meeting.

d. Whenever an employee is called upon to work overtime any part of one (1) hour, they shall be paid as though they had so worked for the whole of that four (4) hours. Notwithstanding the above, the employer may offer overtime to Container Operations employees for up to 1 hour before their shift, or for 1 hour after their shift at the rate of double-time. Such overtime is optional. In the event employees work more than 1 hour after their shift, they shall be paid four (4) hours at double-time.

e. An employee who is embarking on working overtime following the completion of his or her shift shall take a twenty-minute break at the end of their regular shift before the overtime shift begins on the hour. In lieu of a hot meal the employee shall receive $25.00 for each overtime shift over 2 hours worked after their regular shift.

5.03 **Shifts**

a. The day shift for employees shall be from 8:00 a.m. to 4:30 p.m. with a thirty (30) minute break for lunch and fifteen (15) minute coffee breaks at approximately 10:00 a.m. and 2:00 p.m.

The afternoon shift for employees shall be from 4:30 p.m. to 1:00 a.m. with a thirty (30) minute break for lunch and fifteen (15) minute coffee breaks at approximately 6:30 p.m. and 10:30 p.m.

The night shift for employees shall be from 1:00 a.m. to 8:00 a.m. with a thirty (30) minute break for lunch and fifteen (15) minute coffee breaks at approximately 3:00 a.m. and 6:00 a.m. Employees on night shift will be paid as if they have worked eight (8) hours.

On any shifts in 5.03 (a), the janitor/relief position shall provide coverage for breaks for all postings that require relief, to ensure continued operations. The break times for janitor/relief person(s) will be adjusted so that they take their own breaks before or after providing this relief coverage for the operators.

b. Whenever practicable the Company will arrange that employees shall alternate between the first (Days), second (Afternoons) and third (Nights) shifts consecutively and that employees are to rotate their work as aforesaid.

c. The Company shall not call employees to return to work with less than eight (8) hours break between shift changes.

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

5.04 Overtime

a. Double time shall be paid to all employees, who work on Saturdays or Sundays, with a minimum of eight (8) hours paid. Except in the case of an emergency caused by an equipment breakdown, the Company shall give adequate notice of Saturday/Sunday overtime to employees, at least by 3:00 p.m. Friday, and shall first give separate notice to the shop steward.

b. Employes called in to work on a scheduled day off shall be paid double-time with a minimum of 8 hours for Monday to Friday, or 12 hours for Continuous Operations, except as follows:

Overtime call-in:

When an employee is called into work on a scheduled day off, they will be paid as per the conditions below:

1. If an employee is called in and arrives at work within the first 2 hours of the shift, they will be paid for the entire shift.
2. If the employee is called and arrives later than 2 hours after the shift start time, they will be paid for actual time worked on the shift.

5.05 Emergency Breakdown / Unplanned Shortage

a. An employee who is called to come in for an emergency breakdown or an unplanned shortage, may not be called in for more than two (2) hours prior to their shift. Employees who are called in will be paid double time for the time worked prior to the start of their scheduled shift.

b. Call pay shall be paid to an employee who has been called in on their day off or prior to their shift. When the employee answers the call, they will be paid two (2) straight time hours at their posted rate.

5.06 **Shift Premium**

Employees, working on a second (afternoons) or third (night) shift shall receive a premium of 1.05 x posted rate of pay 1.07 x posted rate of pay per hour respectively.

5.07 **Notice of Layoff**

a. Forty-eight (48) hours notice of layoff, and more if possible (not to include Saturday or Sunday or Holidays) shall be given to hourly paid employees except if the Company is unable to operate its terminal for the taking and discharging of grain because of fire, power failure outside of the terminal, railway tie-ups or strikes, not within the control of the Company. An employee given notice of layoff under this provision is guaranteed sixteen (16) hours work or sixteen (16) hours pay. Notice of lay off will expire if an employee is not laid off in accordance with the notice.

b. At the time of posting a notice of layoff, the Company will deliver a copy of the notice to the Union Plant Committee and the Union Office

c. Notice of layoff will commence upon notification to the employee or the Union regardless of whether the employee is actively at work or is absent as a result of being on their days off, vacation or any other approved leave of absence. If it is not possible for the Company to contact an employee, notice of layoff provided to the Union shall be considered to be sufficient notice.

ARTICLE 6 – GENERAL HOLIDAYS

6.01 a. The following days shall be considered as General Holidays on which employees shall not be required to work:

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

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

Hourly rated employees shall be paid for the aforementioned General Holidays (eight (8) hours or twelve (12) hours depending on their schedule) at regular rates provided that in order to qualify for such payment, any employee must have worked within the fifteen (15) day period immediately prior to the Holiday or be scheduled to work within the fifteen (15) day period immediately after the Holiday, and in the case of a new inexperienced employee, must have had at least thirty (30) days employment with the Company.

b. For work performed on the aforementioned General Holidays double time shall be paid. For clarity, when determining General Holiday eligibility, the date on which the employee’s shift commences is defined as the working day.

c. Non-working holidays:

- New Year’s Day
- Easter Sunday
- Labour Day
- Christmas Day
- Boxing Day

These days shall be designated as non-working General Holidays.

d. Non-continuous operations only: In the event that any of the General Holidays in Article 6.01(a) should fall on either Saturday or Sunday, employees shall receive a holiday with pay on the working day immediately following the General Holiday.

ARTICLE 7 – CONTINUOUS OPERATIONS

7.01 Continuous Operations for the purpose of this agreement will be defined as a schedule of 12 hours per day, 4 days on and 4 days off. Shift start times and end times will be 7am to 7pm for days and 7pm to 7am for nights. The rotation will be 2 days, 2 nights, followed by 4 days off.

7.02 Breaks will be scheduled throughout the continuous operation on an ongoing basis with a relief person. Employees are entitled to one half (0.5) hour paid break for every 5 hours worked. Informal coffee breaks will not be considered in the calculation of breaks.

7.03 When employees are being moved from the Monday to Friday schedule to the Continuous schedule, they will be entitled to double time at their posted rate for 2 days. The same entitlement will be paid for reverting back to the Monday to Friday schedule. Switching between the two schedules will always occur on a Monday.

7.04 Under continuous operations all postings must be filled with an employee who is eligible to work that shift on that day on that schedule. Postings will not be left empty on the schedule due to planned absences including but not limited to: Vacations, Short Term Disability, Long Term Disability, Lieu Days, Federal Leave, Paternity/Maternity Leave, Bereavement Leave and Leaves of Absence.

7.05 All General Holidays worked when scheduled will be payable at double time and a Day in Lieu to be taken at a mutually agreed time. If the General Holiday lands on an employee's day off, the employee will receive a Day in Lieu to be taken at a mutually agreed time. For clarity, when determining General Holiday eligibility, the date on which the employee's shift commences is defined as the working day.

7.06 Non-working Holidays:

- Easter Sunday
- Labour Day
- Christmas Day
- Boxing Day
- New Year's Day

Non-working holidays will be a paid day if an employee is scheduled for that day, if the holiday lands on the employee's day off they will receive a Day in Lieu to be taken at a mutually agreed time.

7.07 All breaks will be covered by a Relief Person.

7.08 a. Overtime outside of the Continuous Operation schedule in Article 7.01 will be paid at Double Time.

b. Employes called in to work on a scheduled day off shall be paid double-time with a minimum of 8 hours for Monday to Friday, or 12 hours for Continuous Operations, except as follows:

Overtime call-in:
When an employee is called into work on a scheduled day off, they will be paid as per the conditions below:

1. If an employee is called in and arrives at work within the first 2 hours of the shift, they will be paid for the entire shift.
2. If the employee is called and arrives later than 2 hours after the shift start time, they will be paid for actual time worked on the shift.

7.09 All hours worked on the Continuous Schedule will be paid with a Shift Premium of 1.105 times regular pay.

7.10 The Company will have the right to schedule Bulk Operations and Container Operations on separate schedules. Posted Bulk Operations and Container Operations employees on separate schedules will not be transferable between the two Operations, except for the position of General Labourer, and unless the employee has posted to (only when the posting comes into effect) a position in either operation.

ARTICLE 8 – WAGES

8.01 Basic Rate of Pay

The rates of pay for all employees shall be as is set out in the schedules attached hereto and forming part hereof. The Company will pay the rates set out on the said schedules provided in the schedule. During the first ninety (90) days of employment the performance of all new employees will be reviewed to determine whether the employee is capable of carrying the duties of their employment in the industry.

ARTICLE 9 – POSTING AND VACANCIES

9.01 Changes in Employment

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

9.02 Posting

a. The filling of all vacancies and of new positions shall be governed by seniority subject to the requirements of competence and fitness and the efficient operation of the terminal. Such vacancies and new positions will be promptly bulletined for six days on a bulletin board provided in the terminal. Employees who make application during the six (6) day period will be considered for the position subject to the right of employees on vacation or who are absent due to sickness or accident or who are on leave of absence during the period of the job posting to apply for such position within a three (3) day period after their return to work.

b. Employees who are not awarded postings by exercise of their seniority rights are considered General Labourers (GLs) by default. GLs are responsible for covering absences, general clean-up, and other duties as assigned.

9.03 Training

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

9.04 Hours of Work While on Training

a. The parties agree that the following arrangements will apply when an employee participates in a training program or course away from the workplace (such as apprenticeship or first aid training).

b. An employee who is scheduled to attend a training program or course will complete their scheduled work (if any) on Friday and will take Saturday and Sunday as days of rest. While they are attending the course, the employee will be deemed to be working on a Monday to Friday day shift and the employee's hours of work will be established by the organizer of the training program or course.

c. Upon the completion of the training program or course on a Friday, the employee will take Saturday and Sunday as days of rest. The employee will then return to their regular schedule on Monday as if the employee had not been on the training program or course.

d. If an employee is not required to attend a program or course for a full five days in a week, the employee will return to their regular schedule at a time which ensures no loss and no gain. In other words, the employee may take mutually agreed upon days off either before or after the course in order that the employee only works the scheduled number of days in the week. The employee may also work the extra day or days and receive overtime pay, if the employee and the Employer mutually agree.

e. An employee who is attending a training program or course will continue to be paid as if the employee had remained on their regular schedule and had worked their regular hours.

ARTICLE 10 – VACATIONS

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

10.02 Vacation Entitlement

a. Each employee who has completed one (1) year of service shall receive two (2) blocks of vacation to be taken by them between the first anniversary of their employment and the end of the calendar year in which that anniversary occurs.

b. After each of the following anniversary dates, if an employee remains in the service of the Company, they shall be entitled to vacation and pay as follows:

- Second Year - Two (2) Blocks- 4% pay
- Third through Eighth Year - Three (3) Blocks-6% pay
- Ninth through Fourteenth Year - Four (4) Blocks-8% pay
- Fifteenth through Nineteenth – Five (5) Blocks-10% pay
- Twentieth through Twenty-Fourth - Six (6) Blocks-12% pay
- Twenty-fifth and succeeding years – Seven (7) Blocks-14% pay

c. Blocks are defined by which schedule the employee is working (Continuous Operations or Monday to Friday).

- Monday to Friday: One (1) Block = Five (5) Days
- Continuous Operations: One (1) Block = Four (4) Days

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

e. When commencing vacations, employees are only eligible to work overtime during their first block of days off immediately following their final work block. Otherwise, they are not eligible for overtime until they return to their regularly scheduled shift. Employees are requested to indicate their availability to work overtime during the first block of days off if they so wish to be contacted.

10.03 Pay for Vacations

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

Pay for vacations shall be made as follows:

a. In the case of entitlement to two (2) Blocks vacation with pay, 4% of the total wages earned by the employee from the date of their employment to the first day of their first vacation or from the first day of their preceding vacation to the first day of the vacation for which the pay is being paid.

b. Except as provided for in Section 10.03(c), in the case of entitlement to three (3) Blocks, four (4) Blocks, five (5) Blocks, six (6) or seven (7) Blocks vacation with pay, either:

i. 6%, 8%, 10%, 12% or 14% respectively, of the total wages earned by the employee from the first day of his or her last vacation to the date of commencement of the vacation for which the pay is to be paid (the "accrual method"),

or

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

whichever of the accrual method or pro rata method is the greater.

c. Notwithstanding Section 10.03(b), when an employee passes an anniversary date on which their entitlement to vacation increases, they shall begin accruing vacation pay at the higher rate effective on that anniversary and going forward, calculated on the basis of either the accrual or pro rata method, whichever is greater.

d. Instructions on the calculation of vacation pay are attached as Schedule "A".

10.04 Employees are entitled to an additional week of vacation time away from work upon passing their anniversary date in a year on which their entitlement to vacation increases, which additional week shall be taken between their anniversary date and the end of that calendar year.

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

b. An employee who terminate service after completing one year of service shall receive any remaining vacation pay accrued that has not been paid.

10.06 No employee shall be compelled to take annual vacation prior to the anniversary of employment, and annual vacations are not cumulative, but must be taken during the year in which the employee becomes eligible for such and at such times as is mutually agreed upon by the Union Plant Committee and the Company taking into account seniority first and the efficiency of operations second.

ARTICLE 11 – SENIORITY

11.01 Seniority on Layoff, Recall and Displacement

a. When staff are being reduced, seniority shall govern the lay-off subject to the competence and fitness of the employees concerned and the necessity of maintaining the efficiency of terminal operations, and subject to the provisions of Article 5.07, Article 5 (Hours of Work).

b. Employees whose positions are abolished or who have been displaced, may exercise their seniority over junior employees, provided they are capable and qualified to undertake the same class of work. When staff are augmented, employees will be returned to the service and to the position they formerly occupied in order of their seniority, subject to the requirements aforesaid.

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

11.02 Loss of Seniority

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

a. If an employee freely and voluntarily terminates their employment; or

b. If an employee is discharged by the Company for just cause; or

c. If an employee retires; or

d. If an employee fails to return from an authorized leave of absence without being able to show bona fide reasons for such failure; or

e. If any employee fails to report for work within seven (7) days following notice to the Chairperson of the Shop Committee in the plant, and by registered mail to the employee's last known address, unless the employee shows bona fide reasons for their failure to report for work within seven (7) days of such notice.

f. If employees are laid off, recall rights expire as follows:

   i. Employees with less than 10 years of service prior to the date of layoff shall retain their rights of recall for a period three (3) years from the date of layoff;

ii. Employees with more than 10 years of service prior to the date of layoff shall retain this right of recall for a period of five (5) years from the date of layoff.

iii. Employees who lose their seniority under this Article will receive severance pay of 3 weeks per year of service to a maximum of $60,000.

11.03 Promotion from the Bargaining Unit

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

11.04 Student Employees

a. Student employees may be hired for summer vacation relief between May 15th and Labour Day of each year and shall lose all seniority rights thereafter. The foregoing may be extended by mutual agreement between the Company and the Union. This Article is not intended to affect the Company's right to lay off or terminate for cause any such employees.

b. Student employees may be hired for Christmas vacation relief as of December 15th of each year and shall not work beyond January 7th of the following year.

When the Company requires student employees the Union will have the first opportunity to supply persons possessing proper qualifications, health and ability to fill the vacancy. If the Union is not able to supply persons to meet the requirements of the position within a reasonable period of time from notification, the Company may hire from any source.

c. Upon termination these vacation relief student employees shall lose all seniority rights thereafter.

d. Consideration will be given by the Union to any requests to hire students during the Spring Break.

e. The foregoing may be extended by mutual agreement between the Company and the Union. This Article is not intended to affect the Company's right to lay-off or terminate for cause any such student employees.

f. Student Christmas Vacation Relief employees shall not be paid for the following general holidays: Christmas Day, Boxing Day and New Year's Day.

g. Student employees shall not be covered under the Dental Plan and Weekly Indemnity provisions of the Collective Agreement.

h. Student employees may elect to be covered for sickness indemnity under Article 13.02 of the Collective Agreement. In the event such election is made the student will be required to pay one hundred per cent of the premium.

i. Student employees shall be excluded from the Pension Plan. Nevertheless, the Company will make a contribution to the Pension Plan of One Dollar and 30 Cents (1.30) per hour for each hour worked by each student.

j. The Company will not encourage student employees to continue in employment beyond their period of employment as students, and or attempt to employ them as regular employees.

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

ARTICLE 12 – SAFETY AND HEALTH

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

a. The Company and the Union Health and Safety Committee will cooperate to make reasonable provisions for the safety of the employees at the plant during the hours of their employment and to devise plans for the furtherance of safety measures. Safety equipment and devices when mutually agreed upon to be provided by the Company. This does not preclude the Company from installing any extra safety devices it deems necessary.

b. If an employee in good faith believes that to perform work under particular circumstances would endanger health and/or safety, they may refuse to work. Where good faith is shown on such a refusal the employee may be reassigned to other work until the issue is resolved by the Company and the Union through the grievance procedure and the safety committee.

c. The Joint Health and Safety Committee will consist of three (3) union members who will elect a Health and Safety Co-Chair Person to lead the Committee, and three (3) Company members who will elect the Employer Co-Chair. The Chief Shop

Steward will have a permanent position on the Committee not included in the three (3) members.

12.02 If an employee meets with an accident while at work, they shall be paid for their full day's wages for the day on which the accident occurred.

12.03 Rain gear and Rain Boots will be provided to each employee who require it while working in the rain or washing down. Such gear shall not be removed from the terminal and remains the property of the Company.

12.04 The Company will provide coveralls for all of its employees working in the terminal. The Company will bear the full cost, including cleaning, and the coveralls shall remain the property of the Company.

12.05 PPE including Hardhats, Gloves, Eye Protection, Vests, Dust Masks, Full Face and half masks, hearing protection including molded ear plugs will be provided by the company at their cost. This will also include any PPE determined by the Company and Safety Committee.

12.06 CSA approved work boots will be paid for by the company to a Maximum of $500.00 per year for all employees. Receipt to be provided to the Company. Employees shall wear boots in good condition at all times.

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

12.08 The company will provide Showers and Locker Room facilities for all employees.

12.09 All First Aid Trained employees will be Level 2 O.F.A.

12.10 Duty to Accommodate Committee. The Company will endeavour to send two (2) employees from the bargaining unit to agree upon training/education to aid employees in accommodation.

ARTICLE 13 – BENEFIT PLAN

13.01 Medical Coverage

a. For each employee who has completed one (1) month of regular employment, the Company shall provide, through a provider(s) of their choice, an Extended Health Plan and Dental Plans for employees and their approved dependents. Dental Plans shall include Plan A – Basic & Restorative, Plan B – Major Restorative and Plan C – Orthodontics benefits, providing one-hundred (100) percent coverage under Plan

A – Basic & Restorative, eighty (80) percent coverage under Plan B – Major Restorative and fifty (50) percent coverage under Plan C - Orthodontics, with orthodontic coverage provided at fifty (50) percent, up to a life-time maximum of thirty- five hundred dollars (3,500). Extended Health Plan benefits shall have a maximum deductible of $25 per approved dependent per calendar year, and shall include coverage for eye exams, laser eye surgery or eyewear, female birth control and Hormone Replacement Therapy. The benefit coverages shall continue to remain in effect during the term of the employee's employment and for the four (4) calendar months next following the month in which they're laid off, or retired, and to cover the dependents of such employee while such employee is on Workers Compensation. A new employee (if the employee is working a full standard work week) shall immediately be enrolled in the benefit plans of the Company after completion of one month's employment. Benefit premium costs shall be paid one-hundred (100) percent by the Company except in the circumstances stated in Article 13:05.

b. An employee who fully retires before the age of sixty-five (65) shall be entitled, on application by the retiree, to receive until they attain the age of sixty-five (65), full coverage under the Company Extended Health Plan and Dental Plans A, B, and C. The Company will bear 100% of the cost of such plans.

c. The Company shall pay up to twenty-three hundred dollars ($2,300) per year premium assistance for retired employees between the ages of sixty-five (65) and eighty (80) years old who have obtained health and/or dental coverage through an insurance plan provider of their choice.

d. In the event of the death of an employee, the employee's spouse will be provided the Company Extended Health and Dental plan as outlined in Article 13:01 (a) for four (4) months following the month in which the employee is deceased. The Company shall pay one-hundred (100) percent of the premiums during the four (4) month period.

e. In addition to the coverages provided above, the Company must ensure the following are covered under its extended health and dental plans:

   i. Female birth control, and hormone replacement coverage
   ii. orthotics $200 per year, or $400 every two (2) years
   iii. vision care: $750 every two years
   iv. eye exams
   v. eyewear or laser eye surgery

vi. orthodontics coverage to $3,500 lifetime including adults
vii. massage coverage $1,500 per year
viii. counselling $1,500 per year

f. The lifetime maximum on benefit plans shall be $1.5 million.

13.02 Sickness Indemnity Plan

a. For each employee who has completed one (1) month of employment, the Company shall provide a Sickness Indemnity Plan benefit during the term of their employment, and for three (3) calendar months next following the month in which they're laid off, to provide weekly benefits of not less than one thousand two-hundred dollars ($1,200.00) for twenty- six (26) weeks duration commencing the first day of an accident, or on the fourth (4th) day of illness and, such plan shall also provide for payment of weekly benefits from the first day of illness where such illness is certified by a physician to have exceeded four (4) days duration. The Company shall pay one-hundred (100) % of the cost of such plan.The Employer will utilize the "Diebolt" form for STD applications (or such other form that is agreed between the Parties or ordered by an arbitrator, tribunal, or court.)

b. The Company shall pay the cost of obtaining medical information which is requested by the Company to confirm the medical condition of the employee. This provision will not apply to the obligation of the employee to obtain certification by a physician under Article 13:05 of the Collective Agreement.

13.03 Long Term Disability

Effective September 6, 2028, a Long-Term Disability Plan will be provided for employees who have completed six (6) or more years of service with the Company. The Plan shall provide a benefit of seventy-five (75) percent of the employee's regular rate of pay up to a maximum of four thousand, three hundred-fifty dollars ($4,350.00) per month. Such benefits will commence after the expiration of the Sickness Indemnity benefits or twenty-six (26 weeks) as provided for in Article 13:02. The Company shall pay one-hundred (100) percent of the cost of such plan.

Any employee whose insurance shall have been terminated on account of termination of employment and returns to active full-time employment within one (1) year of such termination with an employer who restores the employee's full seniority, shall have insurance reinstated on the date they return to act full-time employment.

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

13.04 **Life Insurance and AD&D**

a. The Life Insurance policy available to employees shall provide coverage to three (3) times their yearly salary rate, ten (10) percent of which shall be fully paid-up and shall cover an employee on retirement. Coverage shall be compulsory for employees. The Company shall pay one-hundred (100) percent of the cost of such insurance premiums.

b. The Accidental Death and Dismemberment (AD&D) policy available to employees shall provide coverage for three times the annual salary to maximum of $500,000 and available to the age of retirement. The Company shall bear the cost of 90% of the premium and the employee shall bear the cost of 10%.

13.05 **Benefits During Leaves of Absence**

For an employee on a leave of Absence other than those referenced in Article 13.06, the cost of benefits provided in Article 13:01, 13:02 and 13:04 will be shared in the ratio of 85/15 only for the first ninety (90) days of such leave of absence. On the ninety-first day and thereafter of such leave the cost of the benefits will be borne (60) percent by the Company and forty (40) percent by the employee.

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

a. For employees on Weekly Indemnity, Long Term Disability or Workers' Compensation, the cost of benefit premiums outlined in 13.01 (a) shall be one-hundred (100) percent paid by the employer.

b. The Company will comply with the obligations imposed by the current provisions of the Canada Labour Code with respect to maternity/paternity leave.

13.07 Employee Assistance Program

1. The Company and the Union recognize that alcohol addiction and other kinds of substance abuse are medical disorders. They further recognize the social, personal and economic problems associated with them. While substance abuse is recognized as a form of medical disorder and treatment programs described herein will be made available to employees, it is also recognized that for the program to be successful employees must genuinely participate in the resolution of such problems. Accordingly, the parties agree to form a Joint Rehabilitation Committee. The Committee shall consist of four (4) representatives of the Union and four (4) representatives of the Company to deal with these problems in the workplace. The Committee shall enjoy the full support of both parties and shall be vested with authority to make recommendations to the parties.

2. For the purpose of this Article, the word "substance" wherever it is used, shall be interpreted to include any kind of drug or alcohol, whether obtained with a prescription or by other means.

3. The Committee shall concern itself with the following matters:

    a. An educational program concerning problems associated with alcohol and substance abuse;

    b. The establishment of a counselling, treatment and rehabilitation program for employees and the immediate family of employees for substance use dependency utilizing the services of a professional EAP consultant/service and in conjunction with recognized community agencies and medical authorities;

    c. Overseeing the program to ensure its effectiveness such that it meets the needs of employees and their families, including appropriate and necessary follow-up procedures;

    d. Encouraging employees to utilize the program and such other techniques as may contribute to permanent rehabilitation where a problem is identified that is affecting performance and behaviour;

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

4. For purposes of this Article, the term "immediate family" shall mean those family members who are eligible for coverage under the medical plan established by Article 13.01(a) of the Collective Agreement.

5. Where the Company is aware or is made aware by the employee or the Union or suspects that an employee has an alcohol or other kind of substance abuse problem, the employee shall be informed of:

   a. The Company's concerns about the effect or potential effect of the problem on their work;

   b. The availability of the Employee Assistance Program and the opportunity for the employee to enrol in the program;

   c. The consequences or potential consequences of not addressing the problem.

6. Wherever practicable, the discussion(s) with the employee as contemplated by paragraph 5 above shall be conducted in the presence of a Union official, and in all events, a designated Union official will promptly be made aware that such discussion has occurred. The discussion and any follow-up discussions shall be documented and shall be maintained in a confidential section of the employee personnel file that is only accessible by the Operations Manager and/or CEO.

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

8. Any disciplinary action taken by the Company is subject to the grievance procedure in accordance with the terms of the Collective Agreement.

ARTICLE 14 – GRIEVANCE PROCEDURE

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

14.02 There shall be a Shop Committee in the terminal, consisting of employees designated by the Union in the terminal, who are actually in the employ of the Company, and who will be afforded such reasonable time off as may be required to attend meetings held at the request of the Management or the Grievance Committee.

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

14.04 An officer on behalf of the Company, or an officer on behalf of the Union, or an aggrieved employee can, as Grievor, initiate and file grievances for processing under this Agreement. In case of a grievance being filed by either the Company or the Union, these Parties shall commence discussions at the Third Step of the Grievance Procedure and the grievance shall be put in writing by the aggrieved Party should settlement not be reached in that Step. Thereafter the procedure shall follow the Third and Fourth Steps as outlined herein.

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

a. First: The aggrieved employee shall notify their Shop Committee person who shall immediately request time off from their supervisor in order to take up the matter if the case is urgent. The Shop Committee person with or without the aggrieved person, shall take up the matter with the supervisor. Failing a satisfactory settlement the grievance shall, within eight (8) working days of the event which gave rise to the grievance, be put in writing on the Grievance Form provided by the Union and shall be signed by the Grievance Committeeperson and the Supervisor. The Supervisor shall give their answer within four (4) working days, after which the Second Step shall be invoked if no settlement has been reached.

b. Second: The Grievance report shall thereafter be submitted within four (4) working days by the Grievance Committee person to the Department Manager or Managers who shall place their answer in writing on the form provided and return same to the Grievance Committeeperson within four (4) working days. Failing settlement, the Third Step shall be invoked.

c. Third: Within fifteen (15) working days of completion of the Second Step, the Grievance Committee, along with a representative of the Union, if so desired by the Union, and a senior representative of the Company, above the rank of Department Manager or Managers shall meet and attempt to reach a satisfactory settlement within eight (8) working days. The third stage reviewer for the Employer shall be a person who shall be other than and above the rank of the person who directly or indirectly made the decision that is the subject of the grievance. Failing settlement within the said eight (8) working days, the Fourth Step may be invoked.

d. Fourth: The Grievance may be referred to arbitration provided either party gives to the other party written notice within twenty (20) working days of the completion of discussion at the Third Step.

e. The Arbitrators shall be mutually agreed upon by the parties or their designated representatives.

ARTICLE 15 – DISCIPLINE

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

ARTICLE 16 – PENSIONS- BC Terminal Elevator Plan

16.01 a. The Company will contribute to, and employees shall enrol in as a condition of employment, the Port of Vancouver Terminal Elevator Industry Pension Plan.

b. The sole financial responsibility of the Company to the said Pension Plan shall be $7.44 per payroll person hour worked. Commencing January 1, 2026, the sole financial responsibility of the Company to the said Pension Plan shall be $7.69 per payroll person hour worked.

c. The Company shall deduct from each employee's wages, as a condition of each employee's continued employment, a sum equal to $3.75 per payroll person hour worked by such employee and remit it to said Pension Plan. Commencing January 1, 2026, the Company shall deduct from each employee's wages, as a condition of each employee's continued employment, a sum equal to $3.50 per payroll person hour worked by such employee and remit it to said Pension Plan. To the extent necessary, each employee shall, as a condition of employment or continued employment, sign an appropriate assignment of wages allowing for such deduction and remission.

ARTICLE 17 – CONTRACTING OUT

17.01 a. The Company will not contract out work normally performed by employees within the bargaining unit if such contracting out results directly in the lay-off of any employee.

b. The Company further agrees that if qualified employees are available, and if the work can be completed at and in the time required, and if the nature of the work is normal and routine and is presently performed by the employees, such work will continue to be carried out by employees covered by the Agreement. Nothing of the foregoing shall be interpreted as a restriction of the Company's right to purchase equipment and component parts intended for the operations of the terminal.

17.02 Where the Company is contemplating contracting out work to which the provisions of 17.01(b) might apply, the following procedure shall be followed before any such decision is finalized:

1. The Company will meet with the Union Shop Committee prior to any contracting out of such work at which meeting the Company will inform the Union Shop

Committee of the work in question and how it engages the factors set out in Article 17.01(a) and (b). The Company will provide all pertinent information that is reasonably available about the work in question.

2. The Union Shop Committee will have a maximum of 10 days to consider the information provided during which it may ask the Company questions or request information reasonably pertinent to the work in question. The Company will make an effort to provide answers to those questions and will provide pertinent information requested that is reasonably available.

3. A second meeting will be held between the Company and the Union Shop Committee as soon as reasonably possible but in any event no later that 10 days from the first meeting. At this meeting:

   a. If the Union Shop Committee determines that it has sufficient information, the Company and the Union Shop Committee will engage in a meaningful dialogue about whether the Article 17 factors are met; or the union Shop Committee may decide to gather further information and consider its response; or

   b. If the Union Shop Committee decides if it wishes to gather further information, it will have a period of up to 5 days to gather further information and consider its response.

4. The Union Shop Committee may continue to ask further questions or request further information to the work in question at any time up to the final meeting. The Company will make an effort to provide answers to those questions or provide pertinent information requested where such information is reasonably available.

5. If an additional period of time is requested under 3.b. above, a final meeting will be held no later than 5 days following the second meeting referred to in 3 above.

6. The Company and the Union Shop Committee at all times will act honestly and in good faith while engaged in the consultation process. The intention is for both the Company and the Union Shop Committee to be open and transparent in order to avoid disputes.

7. After the completion of the final meeting referred to in paragraph 5, above, the Company may decide to contract out the work in question and the Union Shop Committee may decide to grieve that decision, including whether these consultation provisions have been breached and the appropriate remedy for the same.

ARTICLE 18 – LEAVES OF ABSENCE

18.01 a. The Company will grant leave of absence without pay upon written application and for the duration of this Agreement to not more than two (2) employees to enable such employees to engage in full-time Union business. Such leave shall be without loss of seniority. Benefits coverage during leave for full-time Union business will be paid for by the union.

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

18.02 In the case of a death in an employee’s immediate family, the Company will grant up to one (1) block (5 days for 8 hour shifts) (4 days 12 hour shifts) leave of absence with pay to the employee on the basis of their regular straight time hourly rate, provided the circumstances exist which necessitate their absence from work.

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

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

18.03 When an employee is required to serve on a regular or coroner's jury, or civil court jury, or is subpoenaed as a Crown witness, they shall be granted leave of absence with pay for straight time hours necessarily absent during which they would otherwise have been working. An employee who is scheduled to work on an afternoon or night shift and is absent in accordance with the above, shall not be required to work on their scheduled shift for the time that they would have been necessarily absent if scheduled on a day shift.

ARTICLE 19 – SALE, LEASE OR TRANSFER

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

ARTICLE 20 – NO STRIKES OR LOCKOUTS

20.01 The Union agrees that during the term of the Agreement there will be no slowdown nor strike, stoppage of work, cessation of work, or refusal to work or to continue to work. The Company agrees that during the term of the Agreement there will be no lockout.

20.02 The Union agrees that in the event of labour disputes among other parties, the Union will not take similar action on the ground of sympathy but will continue to work. The Company does not expect members of the Union to pass a picket line.

ARTICLE 21 – AUTOMATION AND JOB SECURITY

21.01 a. For the purpose of this Collective Agreement "technological change" means:

i. the introduction by the Company of equipment or material of a different nature or kind than that previously utilized by it; or

ii. a change in the manner in which the Company carries on its work, undertaking or business that is related to the introduction of that equipment or material.

b. In the event that technological changes are planned by the Company which would have the effect of abolishing old classifications or creating the need for new ones, the Company will give the Union six (6) months notice of such changes and negotiations will commence immediately for the establishment of appropriate classification names and rates of pay.

c. The notice shall be in writing and shall state:

i. the nature of the technological change;

ii. the date on which the Company proposes to effect the technological change;

iii. the approximate number and classifications of employees likely to be affected by the technological change;

iv. the likely effects of the technological change upon any employee directly or indirectly affected.

21.02 In the event that the Company and the Union do not agree, the matter shall be referred to an Arbitrator as provided in the Grievance Procedure within twenty (20) working days of the failure of the Company and the Union to agree.

21.03 If the Union and the Company reach agreement or should an arbitration award be published and as a result an employee is demoted, or the wage rate for their job classification is reduced, such an employee shall continue to be paid their former rate at the time of the demotion or reduction for a period of three (3) months, and thereafter for a further period of three (3) months the employee will be paid an adjusted rate which will be mid-way between their former job classification rate at the time of the demotion or reduction and the rate for the new regular job classification, and thereafter such employee shall be paid the rate of the new regular job classification. Notwithstanding the terms of this subsection the parties, or the Arbitrator have the power to set higher rates for new classifications.

21.04 Subject to the provisions of the Collective Agreement governing seniority, when an employee who has at least one (1) year of service with the Company is displaced from their job by reason of technological change, and where a vacancy exists for which they might qualify by training, they shall be entitled to such training, whether on or off the job, at the Company's expense, but such period of training shall not exceed a maximum of thirty (30) working days except when otherwise mutually agreed between the Company and the Union.

21.05 In the event that an employee is terminated by reason of technological change or plant closure, such employee shall be entitled to severance pay on termination at the rate of one (1) week, comprising forty (40) hours at such employee's regular rate of pay at the time of termination, for each year of service with the Company up to a maximum of twenty-six (26) weeks' severance pay.

ARTICLE 22 – TRADESPERSONS

22.01 If the Company contracts for the repair or maintenance of the terminal, the employees of any contractor used must be members of a union affiliated with the BC Federation of Labour.

ARTICLE 23 – JOINT INDUSTRY COMMITTEE

23.01 For the purposes of considering and resolving accumulated contentious issues, the Company and the Union agree to request the Federal Minister of Labour, or their designate, to convene and chair a joint meeting of representatives of the Company and of the Union. The parties can also utilize other mutually agreed mediators or facilitators.

ARTICLE 24 – SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

24.01 For the purposes of this Article, the term "temporary" lay-off shall mean:

a. for employees with less than 10 years of service prior to the date of layoff, any lay-off that does not exceed one year (or 52 weeks) in duration; and

b. for employees with more than 10 year of service prior to the date of layoff, any lay-off that does not exceed two years (or 104 weeks) in duration.

24.02 Supplemental Unemployment Plan benefits shall be payable to an employee on temporary lay-off in the amount and subject to the conditions set out in this Plan.

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

24.05 Supplemental Unemployment Plan benefits will be payable only to those employees on temporary lay-off who are eligible for and where applicable, have received Employment Insurance benefits in each week of lay-off, and a week of lay-off means a period of seven (7) consecutive days, commencing on and including Sunday. Benefits are only payable if the employee is in receipt of Employment Insurance benefits from a claim based on hours worked for the Company. An employee who has exhausted their EI claim with the Company is not eligible for benefits.

24.06 An employee must apply to the Company and furnish the necessary proof of eligibility for Supplemental Unemployment Benefit Plan benefits in a manner acceptable to the Company.

24.07 An employee shall not be entitled to Supplemental Unemployment Plan benefits after:

a. The employee has refused a call back to work in accordance with the provisions of the Collective Agreement;

b. The employee is receiving sickness and accident indemnity payments under the Company plan, Workers' Compensation or severance pay in any week of lay-off.

24.08 An employee on temporary lay-off and subject to the conditions set out in this plan shall be eligible for Supplemental Unemployment Benefits Plan benefits of seventy percent (70%) of regular wages, based on the regular hourly rate, per week of lay-off, or one-fifth (1/5) of the said 70% of weekly wages for each day, less the amount received from Employment Insurance for benefit periods to the following maximums:

After two	(2)	years service	15 weeks
After six	(6)	years service	17 weeks
After seven	(7)	years service	19 weeks
After eight	(8)	years service	21 weeks
After nine	(9)	years service	23 weeks
After ten	(10)	years service	25 weeks
After eleven	(11)	years service	27 weeks
After twelve	(12)	years service	29 weeks
After thirteen	(13)	years service	31 weeks
After fourteen	(14)	years service	33 weeks
After fifteen	(15)	years service and in each year thereafter	35 weeks

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

During the two (2) week waiting period presently imposed by Employment Insurance, before E.I. benefits are paid, each laid-off employee covered by this Supplemental Unemployment Benefit Plan who is otherwise eligible for E.I. benefits shall receive one-half (50%) the supplemental Unemployment Plan benefits provided under this Article 24.08.

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

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

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

The payment of benefits to employees on temporary lay-off will be made by the employer on a "pay as you go" basis separate from the regular payroll. Accordingly, on the winding up of the Plan there will be no funds for distribution.

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

24.10 No benefit payment to an employee shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment execution, or encumbrance of any kind and any attempt to accomplish the same shall be void. In the event that such an attempt has been made, the employer in its sole discretion may terminate the interest of such person in such benefit and apply the amount of such benefit to or from the benefit of such employee and any such application shall be a complete discharge of all liability with respect to such benefit payment.

24.11 The Plan must be approved by Employment and Social Development Canada as well as Canada Revenue Agency.

24.12 Payments such as guaranteed annual remuneration, deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

ARTICLE 25 – GENERAL

25.01 Employees shall take orders only from their respective supervisor, or other properly authorized members of management when supervisors are not immediately available.

25.02 Supervisory staff will not do the work customarily performed by members of the bargaining unit. This will not apply in cases of emergency.

25.03 Upon notification to the CEO, Operations Manager or Supervisor, a Union representative may enter the terminal on Union business.

25.04 The Employer agrees to shut down operations for 4 hours with pay to allow members of the bargaining unit to attend Union elections and ratifications.

ARTICLE 26 – DURATION OF AGREEMENT

26.01 This Agreement shall be in full force and effect from January 1st, 2024 until December 31st, 2027 and thereafter shall remain in full force and effect from year to year unless written notice that changes are desired herein is given by either party to the other party at least sixty (60) days prior to December 31st, 2027, or sixty (60) days prior to any subsequent annual expiration date.

For ILWU-GWU Local 333

For Fraser Grain Terminal

Classifications

	2024	2025	2026	2027
General Labourer	$44.94	$46.74	$48.61	$50.55
Yard Operations	$45.21	$47.02	$48.90	$50.86
Machine Operator	$46.18	$48.03	$49.95	$51.95
Scale Person	$47.16	$49.05	$51.01	$53.05
Track Shed Operator	$45.38	$47.20	$49.09	$51.05
Panel Control Operator	$47.16	$49.05	$51.01	$53.05
Janitor/Relief	$44.94	$46.74	$48.61	$50.55

Relief will receive $1.00 Premium on the posted rate for every hour worked.

Employees holding an Intermediate Occupational First Aid Certification will be paid an additional $0.40 per hour and an additional $1.00 per hour for acting as the First-Aid Attendant. All members will be given the opportunity to train for said First Aid Certification.

SCHEDULE "A"

Vacation Pay Instructions

The information required to calculate vacation pay for each employee is as follows:

Seniority date;

Date of first day of the first vacation taken in the prior calendar year and the last day of the pay period cut off used preceding the first day of the first vacation taken in the prior calendar year.

Date of the first day of the first vacation taken in the current calendar year and the last day of the pay period cut off used for the Friday payday preceding the first day of the first vacation taken in the current year.

The applicable vacation entitlement in hours and the corresponding percentage rate of vacation pay as specified in the collective agreement;

Earnings between the last day of the pay period cut off used for the prior year's first day of the vacation the last day of the pay period cut off used for the Friday Payday prior to the first day of the first vacation in the current year for which vacation pay is being calculated.

Vacation Pay Accrual Period

a. The first step in calculating vacation pay is to determine the vacation pay accrual period for each employee. Other than for employees who have not yet taken their very first vacation of their employment, the vacation pay accrual period is calculated from the last day of the pay period cut off used preceding the first day of the first vacation taken in the prior calendar year, to the last day of the period cut off used for the Friday payday immediately preceding the first day of the first vacation taken in the current calendar year. The date of the end of the accrual period in the current calendar year will then become the beginning of the accrual period for the following calendar year.

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

Vacation Pay Calculation

Vacation pay is calculated as the greater of either the accrual method of calculating vacation pay, or the pro rata method calculating vacation pay. Both calculations must be made to determine which provide the greater amount of vacation pay.

Accrual Method Calculation

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

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

Pro-Rata Method Calculation

Under the pro-rata method of calculating vacation pay, the length of the vacation entitlement expressed in hours is multiplied by the accrual period in days as a proportion of a year (accrual period in days/365) multiplied by the employee's straight time hourly rate. By way of example, for an employee with ten years of seniority (meaning 160 hours of vacation entitlement), an accrual period of 325 days, earning $28/hr., the pro rata calculation would be as follows: 160 x (325/365) x $28=3989.04.

During years in which an employee transitions from one length of vacation entitlement to another, they are credited with the shorter length up to the anniversary date triggering an increase in vacation, and them are credited with the longer length for the remainder of the vacation accrual period. By way of example, for an employee passing their fourteenth (14^{th}) anniversary of employment on the 75^{th} day of a 325 period, the pro rata calculation would be as follows: 160 x (75/365) x $28 plus 200 x (250/365) x $28 = $920.55 + $3835.62 for a total of $4756.17.

Payment of Vacation Pay

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

Employees who elect to lump sum will be paid their entire calculated amount the Friday payday immediately preceding their first vacation of the year if the vacation request has been submitted prior to that Friday payday's cut off, the payment will be made the first Friday payday following the first day of the first vacation.

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

Vacation Pay Statements

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

The date their vacation calculation period began in the prior year;

The date their vacation calculation period ended in the above current year;

The vacation accrual period in days;

Total Vacation pay for the current year calculated using the accrual method;

Total Vacation pay for the current calendar year calculated using the pro-rata method;

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

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

Letter of Understanding No. 1

Between:

Fraser Grain Terminal

(the "Employer")

And:

ILWU Local 333 Grain Workers Union

(the "Union")

WHEREAS the Employer is required to manage Commissioning, Deficiencies, and Warranties on the newly-built Terminal for a period of one year.

AND WHEREAS the Union requires that persons performing repair and/or maintenance work on the terminal in the Trades of Electrician, Millwright and Sheetmetal to be members of unions affiliated to the British Columbia Federation of Labour.

AND WHEREAS the Fraser Grain Terminal has advised the Union that they require Twelve (12) months to manage Commissioning, Deficiencies, and Warranties with the contractors of their choice.

AND WHEREAS the Parties have agreed to this Letter of Understanding on the terms contained herein:

NOW THEREFORE the Parties agree as follows:

1. The Union agrees to allow the Employer to use their contractors of choice for a Twelve (12) month period.
2. The Employer agrees at the end the Twelve (12) month period, the trades of Electrician, Millwright and Sheetmetal on the terminal site for repair and maintenance will be members of unions affiliated to the British Columbia Federation of Labour.
3. This agreement will begin from the date of the signing of the Collective Bargaining Agreement between the Union and Employer.

4. This Agreement only covers the trades of Electrician, Millwright and Sheetmetal, and does not apply to other trades or contracted maintenance employees.

Agreed this 4th day of September, 2024

For ILWU-GWU Local 333

For Fraser Grain Terminal