

COLLECTIVE AGREEMENT

between

**RAY-MONT LOGISTICS
PRINCE RUPERT INC.**

and

**GRAIN WORKERS UNION,
LOCAL 333, ILWU CANADA**

March 10, 2025 to March 9, 2027

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PREAMBLE

It is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relations between the Union and the Company, and to set forth the basic agreements covering the rates of pay, hours of work and conditions of employment to be observed between the Company and the Union. The Parties hereto and the Employees of the Company agree as follows:

Article 1 DEFINITIONS

A word used in the singular may also apply in the plural:

“Apprentice” means a person who is registered as an apprentice in an apprenticeship program for a skilled trade through Skilled Trades BC.

“Bargaining Unit” (as denied in Article 2.02) covers all Employees covered by the Certificate issued May 11, 2022.

“Chief Shop Steward” refers to the Shop Steward who is the primary spokesperson for the Union on the jobsite for day-to-day matters. The Union may designate the role of the Chief Shop Steward from time to time.

“Classification” means specific jobs to which Employees may be assigned as outlined in Appendix B.

“Company” refers to Ray-Mont Logistics Prince Rupert.

“Crew” refers to the shift on the Default Schedule that an Employee may be assigned (i.e., Alpha, Bravo, Charlie and Delta).

“Default Schedule” refers to the shift rotation regimen that Employees may be placed upon, with limited

exceptions outlined in Article 5.

“Designated Union Representative” means someone who is designated by the Union to represent the Union and/or its members for a specific purpose, including but not limited to Shop Stewards and Chief Shop Stewards.

“Employee” means a person employed by the Company and for whom the Union is certified as the bargaining agent by the British Columbia Labour Relations Board.

“Informal Meeting” means a good-faith attempt to settle an alleged grievance between Management and the Designated Union Representative.

“Layoff” means a cessation of work due to a lack of work.

“Maintenance” refers to duties that are meant to improve and maintain equipment on site and is separate from the day-to-day operations of the terminal.

“Maintenance Employees” are Employees who work in the Company’s maintenance department.

“Manager” means a representative of the Company not part of the Bargaining Unit.

“Overtime” means hours worked by an Employee outside of the Employee’s Regular Schedule.

“Probationary Period” means the first 90 calendar days following when a new Employee is hired, during which efforts will be made by the Company to coach and counsel the Employee.

“Regular Daily Rate” means the total daily pay an Employee ordinarily receives for working their Regular Schedule.

“Regular Schedule” refers to the schedule provided to Employees pursuant to Article 5.01.

“Shop Steward” refers to a member of the Bargaining Unit who has been selected according to the Union’s by-laws to represent the members of the Bargaining Unit.

“Union” refers to the Grain Workers’ Union, Local 333, ILWU Canada.

ARTICLE 2 BARGAINING AGENCY, RECOGNITION, & SCOPE

2.01 RECOGNITION

The Company recognizes the Union and its officers or representatives as the sole and exclusive bargaining agent for Employees covered by this Agreement for the purpose of administering and negotiating the terms and conditions of this Agreement. The Company further recognizes that only the President or designated alternate can negotiate on behalf of the Union.

2.02 SCOPE

The Bargaining Unit covers all Employees employed by the Company covered by the Certificate issued May 11, 2022 or any successor thereto.

2.03 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 apply and maintain membership in the

Union as a condition of their employment provided that the Union shall not unless with good cause refuse membership to any applicant.

2.04 NO DISCRIMINATION

The Company will not discriminate against any Employee because of Union membership and will inform all new Employees of the contractual relationship between the Company and the Union.

The Company and the Union agree that each Employee shall be free from discrimination regarding employment or any term or condition of employment, because of the race, religious beliefs, colour, gender, gender identity, gender expression, physical or mental disability, age, ancestry, place or origin, marital status, source of income, family status, sexual orientation, political affiliation, or union affiliation of that Employee.

2.05 ACCESS

The Company agrees that access to the premises shall be allowed to Designated Union Representatives under the understanding that operations will not be disrupted, and notice is given. While on site, the Designated Union Representatives shall conform to site rules as set by the Company.

2.06 DUES AND ASSESSMENTS

The Company is authorized to and shall deduct monthly Union dues from each Employee's pay as a condition of employment in accordance with the direction of the Union and the remittance forms provided by the Union to the Company. The Company will give notice to the Union of candidates (and their

contact information) accepting positions with the Company and their expected start date. The Union will use this information to contact the candidate and have them sign Union forms before the stated start date. A Shop Steward shall be advised of new hires so they may introduce themselves and provide information on the Union.

The Company shall deduct from the wages of all Employees and pay to the Union initiation fees and Union dues in the amounts following:

- (a) 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.
- (b) Union dues in an amount per month equal to the sum of five (5) hours at General Labourer rate as agreed to from time to time.
- (c) 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.

2.07 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, copies of this Agreement and official papers, provided that all material so posted shall first be approved by an official of the Union and by a Manager. All such material must be posted only upon the authority of

a Designated Union Representative. It is further agreed that these bulletin boards will not be used for disseminating political or advertising material of any kind, not pertaining to the Union.

ARTICLE 3 MANAGEMENT RIGHTS & RESPONSIBILITIES

- 3.01 The Company retains all rights in law subject to the express terms of this Agreement. This includes the right to operate its business, make reasonable work rules, policies, and procedures, set working conditions, evaluate, and determine staffing requirements, hire, set schedule and hours of work, Layoff, terminate for cause, and evaluate and manage performance for the benefit and continuity at everyone at the Terminal. The Company will consult with the Union for feedback prior to introducing new policies, procedures, and work rules. The Company shall appropriately communicate rules to the Union and Employees.
- 3.02 During an Employee's Probationary Period that Employee may, subject to applicable arbitral principles, be dismissed for lack of suitability.
- 3.03 The Company and the Union will support and promote a respectful workplace free from harassment, bullying, and violence.
- 3.04 The Company shall apply a consistent and fair treatment of Employees in the administration of the employment relationship.

ARTICLE 4 HIRING

- 4.01 All Bargaining Unit Employees are to be full-time Employees, and shall complete their application for

Union membership prior to starting work.

- 4.02 Aside from Maintenance Employees, new Bargaining Unit Employees will be hired into the Classification of General Labourer unless the posted position cannot be filled after completing the posting procedure as outlined in Article 7.01.
- 4.03 New Employees shall be directed to meet the Chief Shop Steward or their designate following new Employee orientations.

**ARTICLE 5 SCHEDULES, HOURS of WORK,
& OVERTIME**

- 5.01 Every Employee shall be provided a consistent schedule that aligns with their Classification.
- 5.02 The Default Schedule shall consist of twelve (12) consecutive hours, alternating between thirty-six (36) and forty-eight (48) hour rotations as set out in Appendix "A". The Default Schedule shall consist of four distinct Crews (i.e. Alpha, Bravo, Charlie & Delta).
 - (a) The Company may operate the following two (2) shifts on the Default Schedule:
 - i. Days: 05:30-17:30; and,
 - ii. Nights 17:30-05:30.
- 5.03 In addition to the Default Schedule, the Company may assign the following personnel to alternative schedules as set out below:
 - (a) Logistics Coordinator Employees, who may work 08:00 to 16:00, Monday to Friday;
 - (b) Operations Supervisor Employees will work

flexible shifts in direct coordination with site management;

- (c) Quality Control Coordinator Employees, who may work consecutive ten-hour shifts, Monday to Friday;
- (d) Mechanics, who work 05:30 to 17:30, and 17:30 to 05:30; 4 days on, 4 days off.

The Company may propose, and with agreement from the Union which will not be unreasonably denied, operate additional shifts. If the Union and the Company are unable to agree to an additional shift requested by the Company, the Company may refer the request to Arbitrator Brett Matthews who will, on an expedited basis, consider whether the new shift schedule should be permitted employing the principles of a first contract interest arbitration.

5.04 CHANGES TO SHIFT SCHEDULES, AND CREWS.

- (a) Employees may request to change Crews or to switch Crews with other Employees. Such requests will not be unreasonably denied.
- (b) The Company may assign Employees from one Crew to another upon 2- weeks' notice. Such involuntary assignments:
 - i) Will only be used for legitimate business purposes such as but not limited to, Crew Classification balancing, ensuring a respectful workplace, safety, training or filling vacancies;
 - ii) Will apply to Employees in order of reverse seniority according to required qualifications; and

- iii) Will not result in a loss of regular earnings because of the Crew change.

This clause is not meant to limit the Company's ability to solicit voluntary Crew assignments.

- (c) If the Company changes or cancels a shift it will, where practicable, provide twelve hours notice. If the Company cancels shifts for circumstances that are within its control it will pay affected Employees eight hours pay at their regular hourly rate.

For clarity, and notwithstanding the foregoing, shifts cancelled for the following reasons will not attract eight hour pay:

- i) Recognized Holidays;
- ii) Preventative Maintenance, reasonably requiring shutdowns, scheduled at least two weeks in advance; or
- iii) Breakdowns and unscheduled repairs, reasonably requiring shutdowns.

5.05 BUMPING PROCEDURES

- (a) Employees will attend the job to which they are posted, unless they are advised that their job is not required for the shift.
- (b) Should an Employee be advised that their posting is not required before their scheduled shift, or if the Company does not have work available for all Employees for the shift or portion thereof, displaced Employees may choose to bump into another Classification for which they are qualified by exercising seniority. To exercise

this right, Employees must notify of their intention to bump within one hour of being displaced.

- (c) If an Employee does not exercise their right to bump, and their regular duties are unavailable during a shift, the Company may assign them into another Classification. The Employee will be paid the wage of the higher Classification for assignments lasting longer than 4 hours.

5.06 OVERTIME

- (a) Overtime shall be voluntary.
- (b) Overtime selection will be assigned by seniority, within the required Classification provided that the Employee has 8-hours of rest before and after the shift in question.
- (c) The Company will offer Overtime as per above, first to Employees assigned to the same shift alternate rotation (i.e. A Crew will first be offered C Crew's Overtime, while B Crew will first be offered D Crew's Overtime, and vice-versa). If this does not cover the shift, the Overtime will be offered to other Employees in order of seniority, who have the qualifications to perform the work, so long as they have 8-hours of rest on either side of the shift.
- (d) If the Overtime is still unfulfilled, a two-hour extension may be offered by seniority:
 - i) First, to workers in the required position following their shift,
 - ii) Second, to workers with the needed qualifications following their shift, and
 - iii) Third, to workers who might otherwise be

helpful to the operation.

- (e) Employees will not be requested to work Overtime on regular Union meeting nights, except in emergency situations. In such circumstances, the Company may seek advance permission from the Union.
- (f) No Employee will be requested to work more than 14 hours in any 24-hour period.

5.07 SHIFT PREMIUM

Employees working night shift shall be paid an additional \$2.50 above their posted rate.

ARTICLE 6 WAGES

- 6.01 The rates of pay for all Employees shall be as is set out in Appendix “B” (wages expressed in Canadian dollars per hour worked). The Company will pay the rates set out on the said schedule. All Employees will be paid on a weekly basis.

ARTICLE 7 POSTINGS, VACANCIES, & TRAINING

7.01 POSTINGS

- (a) All permanent job posting will be emailed to Employees and posted for no less than one week (not including Recognized Holidays) on a bulletin board in the terminal (“the Posting Period”). Employees who apply during the Posting Period will be considered for the position.
- (b) All postings and newly created positions must be filled by Bargaining Unit Employees based on seniority, reasonably necessary qualifications, and ability to perform the job. If no eligible Employees apply for the posting, the Company

may hire into the position under Article 4.

- (c) The Company shall provide all Employees who work, post for or are training in a position, a written description of all responsibilities and work procedures for that posting on the understanding that job requirements may change over time.

7.02 VACANCIES

- (a) All temporary vacancies of one rotation or more will be posted for four (4) days in advance of the start of the vacancy where practicable. Employees must advise the Company of their interest in filling the vacancy within 24 hours of the posting.
- (b) Management will attempt to fill temporary vacancies of less than one rotation by utilizing the bumping procedure (Article 5.05) or by offering Overtime (Article 5.06).
- (c) Employees assigned by the Company on a temporary basis to perform the duties of a higher rated job Classification for more than 4 hours 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.

7.03 TRAINING

The Company will select Employees for training by seniority, reasonably necessary qualifications, and ability to complete the training from among those Employees seeking training for given Classification. During training there shall be no change in the Employee's job rate. Employees may be considered

qualified upon completion of their training and recommendation from their trainers and Supervisor and obtaining any necessary certification(s). If the Employee is not able to successfully obtain reasonably necessary qualifications within a reasonable timeframe, they will be placed at the bottom of the list of workers seeking training for that Classification.

ARTICLE 8 BENEFITS

- 8.01 The Company will arrange for benefit coverage to be provided and administered by an independent third-party carrier that when considered as a whole is consistent with or exceeds the benefits described in Appendix "C".
- 8.02 As part of the benefit coverages provided in Article 8.01, the Company will include, at no additional cost to the insured employee, Short-Term Disability coverages of no less than 66.67% of the average weekly salary per week of illness/injury, terminating no earlier than after 16-weeks of payment.

ARTICLE 9 VACATION

- 9.01 Vacation time shall accrue as follows:
- (a) 1 day per month of continuous employment up to 10 days for 0 up to 1 year of seniority.
 - (b) 10 days for 1 year up to 3 years of seniority
 - (c) 15 days for 3 years up to 8 years of seniority
 - (d) 20 days for over 8 years of seniority
 - (e) 25 days for over 15 years of seniority

- 9.02 Employees will be paid their Regular Daily Rate per day of vacation taken.
- 9.03 Vacations must be taken during the year in which they are accrued.
- 9.04 Employees who want to take vacation during the months of January to June 30 must submit a written request no later than December 1 immediately preceding such period. The Company will respond no later than December 15.

Employees who want to take vacation during the months of July 1 to December 31 must submit a written request no later than June 1 immediately preceding this period. The Company will respond no later than June 15.

Approvals for vacation requests submitted outside of the times stated above shall be at the discretion of the Company. The Company will respond in writing within fourteen (14) days.

- 9.05 The Company will endeavour to grant vacations at the time requested, subject to operational needs. Vacation requests will be prioritized according to seniority.

ARTICLE 10 RECOGNIZED HOLIDAYS

- 10.01 The following days shall be Recognized Holidays for the purpose of this Agreement:

New Year's Day	Labour Day
Family Day	National Day for Truth and
Thanksgiving Day	Reconciliation
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	

Any Statutory Holiday proclaimed by the Provincial Government of British Columbia shall be granted to Employees with the same conditions as a Recognized Holiday.

- 10.02 An Employee who is given a day off on a Recognized Holiday on which they would otherwise have worked will be paid their Regular Daily Rate.
- 10.03 An Employee who works on or through a Recognized Holiday will be paid 1.5 times their Regular Daily Rate. When working night shift, the Recognized Holiday shall be deemed to be the date on which the shift commences.

ARTICLE 11 DISCIPLINE

- 11.01 The Company has the right to discipline or discharge Employees for just cause.
- 11.02 The Parties understand that discipline often requires investigation and Employees shall participate in any reasonable investigation process.
- 11.03 The Parties agree to adopt the principle of progressive discipline. In applying this principle, the Company will be fair, consistent, and objective in imposing discipline; will include the Employees in the process of improvement; and will document their actions and decisions properly.
- 11.04 **CORRECTIVE STEPS**
The Company agrees to take reasonable steps to follow the process and timelines herein. Failure to adhere to the procedures and timelines herein shall not necessarily exempt the discipline in all cases. The following corrective steps may be taken:

(a) Verbal Warning:

- i) Should the Company decide to issue a verbal warning to the Employee, a record of the discussion will be initialled by a Designated Union Representative. A copy will be given to the Employee, who will sign acknowledging receipt thereof. Within three (3) business days of the warning being issued, a copy of any document(s) regarding discipline that are placed in the Employees' file will be forwarded to Union.
- ii) A verbal warning shall remain on the Employee's file for six (6) months and will not be used against the Employee after that period provided no other discipline occurred during that time.

(b) Written Warning:

- i) Should the Company decide to issue a written warning to the Employee, a record of the written warning will be initialled by a Designated Union Representative. A copy will be given to the Employee, who will sign acknowledging receipt thereof. Within three (3) business days of the warning being issued, a copy of any document(s) regarding discipline being placed in the Employees' file will be forwarded to Union.
- ii) A written warning shall remain on the Employee's file for twelve (12) months and will not be used against the Employee after that period provided that no other discipline occurred during that time.

(c) Suspension:

- i) Where in the opinion of the Company,

suspension is required, a meeting will be held with the Employee and their Designated Union Representative to review the circumstances of the situation to discuss.

Should the Company decide to issue a disciplinary suspension, a suspension letter outlining the reasons for the suspension will be initialed by a Designated Union Representative. A copy will be given to the Employee, who will sign acknowledging receipt thereof. Within three (3) business days of the decision to suspend, the suspension letter(s) and any document(s) regarding discipline will be forwarded to the Union.

- ii) A notice of suspension shall remain on the Employee's file for twenty-four (24) months and will not be used against the Employee after that period, provided that no other discipline occurred during that time.

(d) Discharge:

- i) Where in the opinion of the Company, discharge for cause is required, a conversation will be held with a Designated Union Representative to review the circumstances of the situation to discuss.
- ii) Should the Company decide to discharge the Employee, a termination letter outlining the reasons for the discharge will be initialed by a Designated Union Representative. A copy will be given to the Employee, who will sign acknowledging receipt thereof. Within three (3) business days of the decision to

terminate, the termination letter and any document(s) regarding the termination to the Union.

- 11.05 An Employee has the right to have a Shop Steward or other Designated Union Representative present at any warning, investigation or disciplinary meeting conversation. This provision will not apply to workplace discussions that are of an operational nature, or where the Company has advised the Employee in advance of the discussion that no disciplinary consequences will apply to that discussion in question.

ARTICLE 12 HEALTH AND SAFETY

The Company and the Union shall cooperate in continuing and perfecting regulations which will provide protection to Employees of the Company engaged in hazardous work to keep a safe and decent working environment.

Employees are encouraged to report any unsafe conditions to their supervisors. If the hazardous condition is not corrected, then the Employee should bring the unsafe condition to the attention of a member of the Joint Health and Safety Committee.

12.01 GENERAL

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

- (b) First Aid training provided by the Company will be the Workers Compensation Board approved Occupational First Aid. Such training will be taken in Prince Rupert whenever possible.

12.02 PERSONAL PROTECTIVE EQUIPMENT ("PPE")

- (a) All PPE deemed necessary by the Company and the Safety Committee shall be provided to each Employee by the Company. If an Employee believes they require PPE in addition to what is regularly provided, they may make a request to the Company in writing, and the Company will respond to the Employee and the Safety Committee in writing within a reasonable timeframe.
- (b) Rain gear will be provided to all Employees. Such gear shall not be removed from the terminal and remains the property of the Company.
- (c) CSA approved work boots will be paid for by the Company to a maximum of \$220.00 per year for all Employees. Receipt to be provided to the Company forthwith. Employees shall wear boots in good condition at all times.
- (d) The Company will provide, maintain, replace, and clean cloth coveralls for all Employees. Disposable coveralls will be made available as necessary. The Company will bear the full cost and the coveralls shall remain the property of the Company.

12.04 ACCOMMODATION

- (a) Under provincial human rights legislation, the Company, the Union, and the Employee share responsibility in seeking reasonable

accommodation or placement of an injured or disabled Employee who is declared medically fit to work to the point of undue hardship.

- (b) The Company agrees to the establishment of an Accommodation Committee comprised of two (2) representatives of the Union and two (2) representatives of the Company. The Company bears the obligation and the cost of training to ensure the Accommodation Committee is up to date on current procedures to comply with the statutory duty to accommodate.

12.05 MEDICAL FORMS

The Company shall cover the cost of all medical forms requested by the Company.

12.06 JOINT HEALTH AND SAFETY COMMITTEE

- (a) The Company agrees to the establishment of a Joint Health and Safety Committee comprised of equal representation of the Union and Company. It shall consist of three (3) management representatives appointed by the Company, and three (3) Union representatives appointed by the Union, unless mutually agreed otherwise.
- (b) The Joint Health and Safety Committee will be co-chaired, with the chairing of meetings alternating between the Union and the Company. Minutes of the meetings will be kept and copies distributed to all committee members, the Union and the Company. Both Chairs will sign the minutes unless there is a dispute over their contents, in which case the dissenting co-chair will indicate in writing the source of the disagreement.

ARTICLE 13 GRIEVANCE PROCEDURE

- 13.01 Either party may initiate and file a grievance.
- 13.02 Prior to the filing of a grievance, should a dispute or issue arise in the workplace, an honest effort shall be made to resolve the difference during an Informal Meeting, without stoppage of work, as soon as possible, but within a timeframe not exceeding 5 days.
- 13.03 During an Informal Meeting, an aggrieved Employee shall have the right to representation from a Shop Steward of their choice. Should the selected Shop Steward not be available in a reasonable time, the Union shall provide another Shop Steward or Designated Union Representative to them. For all subsequent steps, the Parties shall determine their representative attendees for each meeting.
- 13.04 If satisfactory settlement is not reached during the Informal Meeting the aggrieved party may file a grievance.
- 13.05 The steps to be taken in the handling of any grievance shall be:
- (a) Step One: The grievance shall be put in writing and submitted to a representative of the respondent party within ten (10) days of the Informal Meeting, or within fifteen (15) days following knowledge of the event giving rise to the grievance. A written response shall be given by the respondent party within five (5) days of receiving the written grievance. If the response does not resolve the grievance, the grievance shall be elevated to Step Two.
 - (b) Step Two: A Step Two Meeting will be held

to discuss the grievance within ten (10) working days of completion of Step One. Failing resolution, the respondent party will provide a written response within ten (10) days of the Step Two meeting and the grievance shall be elevated to Step Three.

(c) Step Three: A Step Three Meeting will be held within thirty (30) days of the completion of Step Two. Failing a satisfactory settlement, the respondent party shall give a written response within fifteen (15) days of the Step Three Meeting.

(d) Referral to Arbitration: The Grievance may be referred to arbitration within six months of receipt of the completion of Step Three.

- 13.06 In the case of policy grievances and terminations being filed by either party, the grievance shall be put in writing and submitted at the Third Step of the Grievance Procedure.

ARTICLE 14 ARBITRATION PROCESS

- 14.01 The Company and the Union will endeavor to agree upon the selection of the Arbitrator. In the event the Company and the Union are unable to agree upon the selection of the Arbitrator, they will apply, within the thirty (30) day period, to have the Arbitrator appointed under the Arbitration provisions of the B.C. Labour Relations Code.

- 14.02 After the Arbitrator has been chosen they shall meet and hear evidence and/or argument of both sides and render a bottom line decision within thirty (30) days after the conclusion of

any hearings with reasons of their decision to follow.

- 14.03 The Parties shall bear in equal portions the fees and expenses of the Arbitrator and rental of any premises used for hearings.
- 14.04 The Arbitrator shall be restricted to interpreting and applying the provisions of this Agreement and shall have no authority to alter, modify, subtract from or supplement them in any way.

ARTICLE 15 CONTRACTING OUT, AUTOMATION & TECH CHANGE

15.01 CONTRACTING OUT

- (a) Except for work performed by Maintenance Employees, the Company will not contract out work normally performed by Employees within the Bargaining Unit.
- (b) Any contracting out of Maintenance work will not result in the displacement, cancellation of shifts, or any loss of any hours of work of Employees in the Bargaining Unit and will be limited to occasions when reasonably qualified Employees are not available.
- (c) The foregoing shall not restrict the Company's right to purchase equipment and component parts intended for the operations of the terminal. However, the Company shall make reasonable efforts to train Employees regarding all capital improvements so that they may perform the work.

15.02 AUTOMATION & TECH CHANGE

In the event that technological changes are

planned by the Company which would have the effect of altering the duties of work or abolishing Classifications or creating the need for new ones, the Company will give the Union notice at least six months in advance of such changes where practicable.

(a) 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.

(b) After notice has been given, the Company 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 16 PENSIONS

- 16.01 The Company shall enroll into the BC Terminal Elevator Industry Pension Plan ("the Plan").
- 16.02 Commencing January 1, 2026, the Company will contribute \$7.69 per hour worked towards the Plan.
- 16.03 Commencing January 1, 2026, the Company will deduct from each Employee's wages \$3.50 per hour worked and contribute towards the Plan on their behalf.

ARTICLE 17 SENIORITY

17.01 Seniority shall be based on the date of hire. The Company shall provide the Union with an updated seniority list monthly and a list of Employee names, telephone numbers, and addresses in December of each year. The Union shall only use this information for the exclusive purpose of carrying out the Union's responsibilities as the exclusive bargaining agent for Employees covered by this Agreement.

17.02 LOSS OF SENIORITY

An Employee shall lose seniority by reason of:

- (a) Voluntary resignation.
- (b) Dismissal for just cause.
- (c) Retirement.
- (d) Continuous Layoff for one calendar year.
- (e) Failure to confirm they are willing to return to work within seven days after being notified in writing to report for duty following a Layoff, in a manner consistent with the Employees' choice per 18.02 (a), unless the Employee can provide a satisfactory reason in writing for such failure to report to duty within the prescribed time.

ARTICLE 18 LAYOFFS

18.01 NOTICE OF LAYOFF

- (a) The Company may layoff Employees due to lack of work. In such instances, it will provide 2 weeks' notice of Layoff or pay in lieu. No notice shall be required when the Company can establish that the Layoff is the result of a natural

disaster or a national emergency.

- (b) At the time of posting a notice of Layoff, the Company will deliver a copy of the notice to the Designated Union Representative and the Union Office.

18.02 NOTIFICATION

- (a) At the time of Layoff, Employees shall choose a preferred method of recall communication, with notice of that choice to be provided to the Union within three (3) business days.
- (b) It shall be the responsibility of the Employee to keep the Company and Union informed of their current physical address and e-mail address.

18.03 SENIORITY ON LAYOFF AND RECALL

- (a) Seniority shall determine the order of Layoff and recall.
- (b) Employees on Layoff will be given the opportunity to fill vacancies based on seniority provided they have the reasonably necessary qualifications.
- (c) Employees on Layoff have the right to be recalled for a period equal to seniority up to a maximum of one year. Laid-off Employees will confirm their willingness to report to duty within seven days of recall.
- (d) The Company may not hire new Employees with the purpose of replacing laid off Employees until those Employees' right to be recalled have expired.
- (e) Upon recall, Employees will be returned to the

positions they formerly occupied in order of their seniority.

18.04 OVERTIME DURING LAYOFF

While Employees are laid-off, Overtime shall be restricted to occasions when it is impracticable to recall Employees.

ARTICLE 19 LEAVE

19.01 GENERAL

- (a) For foreseeable circumstances, all leave requests shall be given in advance of when the time-off is requested. If unable to give 72 hours advance notice, the Employee shall give as much advance notice of the leave request as possible.
- (b) The Company shall consider each leave request and expediently provide an approved or deny response in writing to the Employee. Leave requests shall not be unreasonably denied.
- (c) If a leave of absence is denied, the Company will provide the reasons if requested to do so.
- (d) Leave will be without loss of seniority.
- (e) Employees may only request one type of leave at a time.

19.02 PERSONAL ILLNESS OR INJURY LEAVE

- (a) Employees may take up to 8 days' leave from their scheduled shifts due to personal illness or injury, 5 days of which shall be paid at the Employee's Regular Daily Rate, per year. If an Employee has not used up the 5 paid sick days

in a year, at the end of such year the Company shall pay out any such unused paid sick days in the 1st quarter following end of the year.

- (b) In the event an Employee is unable to report to work, they will inform the Company as soon as is practicable of their absence.
- (c) Employees shall make every effort to book appointments outside of scheduled hours of work where possible. If for some reason an Employee needs to attend a medical or dental appointment during scheduled hours of work, the Employee shall provide as much advance notice of this need to the Company, and the leave in (a) above may apply to such circumstances.
- (d) Employees will not be unreasonably denied leave when required to act as a chaperone for immediate family to attend medical or dental appointments. The Employee shall provide as much advance notice of this need to the Company.

19.03 LEAVE FOR UNION BUSINESS

- (a) Leave will not be unreasonably denied for up to two Employees at any given time for the purpose of attending meetings, conventions, workshops, etc. pertaining to labour matters directly affecting the Union.
- (b) The above does not apply to the circumstances described in Article 11 & Article 13, or time spent otherwise acting as a Union Representative on the job.

19.04 BEREAVEMENT LEAVE

(a) In the case of a death in the immediate family of an Employee, the Company will grant up to five (5) days leave of absence without pay to the Employee provided the circumstances exist which necessitate their absence from work.

- i. "Immediate family" includes: the Employee's parents (including step- parents), spouse (including common-law spouse or a marriage-like relationship), children (including foster children and step-children), grandchildren, siblings, grandparents, spouse's parents, spouses' children, spouse's siblings, and spouse's grandparents, and any relative who resides permanently with the Employee or with whom the Employee permanently resides.

ARTICLE 20 NO STRIKES OR LOCKOUTS

- 20.01 There shall be no strike or lockout as defined by the Labour Relations Code during the term of this Agreement.
- 20.02 The Union agrees that in the event of strikes or walkouts, the Union will not take similar action on the ground of sympathy but will continue to work.
- 20.03 The Company will not discipline Employees for refusing to cross a picket line. The preceding will not restrict the Company's right to issue discipline for breaches of orders issued by the BC Labour Relations Board or other lawful authorities.

ARTICLE 21 TRADESPEOPLE

- 21.01 The Company acknowledges that it wishes to obtain Apprentices from the Bargaining Unit. If an Apprentice is required by the Company, a position shall be posted and filled based on seniority (subject to the Company's reasonable assessment of the candidate's ability to successfully complete the apprenticeship). If there is no qualified candidate in the Bargaining Unit applying for the posting, the Company may hire one.
- 21.02 All successful applicants for Apprentice positions shall be signed up with SkilledTrades BC within three months of their selection on posting.
- 21.03 Apprentices, where utilized, shall be deployed, and paid in accordance with the wage schedule.
- 21.04 When Apprentices are attending a B.C. Vocational School for the in school portion of their training, conducted and arranged by the Company in conjunction with SkilledTrades BC, they will be compensated for the difference between 40 hours at their regular rate (excluding overtime) and the weekly allowance received from Employment and Social Development Canada. This top-up payment will be provided upon successful completion of the term of study.
- 21.05 Upon successful completion of the required hours and technical coursework for each level of apprenticeship, an Apprentice shall be entitled to receive the corresponding level of pay, effective from the pay period following notification of the successful completion of the term of study.
- 21.06 The Company shall supply all specialty tools, which shall remain the property of the Company and shall

be signed for by the Employee. Tools shall not be removed from the Company's premises. Employees will provide their own hand tools.

ARTICLE 22 UNION/MANAGEMENT WORKING COMMITTEE

- 22.01 For the purposes of considering and resolving accumulated contentious issues, the Company and the Union agree to request the Provincial, or Federal Minister of Labour, or designate, to convene and chair a joint meeting of representatives of the industry and of the Union.
- 22.02 The Union and the Company shall each appoint up to three members to a Union / Management Working Committee (the "Committee") who shall meet monthly for the first year, (or upon request of either party), and at least quarterly (or upon request) thereafter, to work to resolve ongoing issues and promote labour harmony, positive working relations and to work together to continuously improve the safe, fair, equitable, and efficient operations of the Company. Chairing the meeting will be performed on a rotating basis. Guests may be invited to the meeting upon mutual agreement from the Parties. The foregoing is not to limit rights otherwise held in Article 3. Terms of reference will be established by the Committee.

ARTICLE 23 GENERAL

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

- 23.02 The Company agrees to continue to make reasonable effort to improve washroom and locker facilities and the Employees will endeavour to keep them clean.
- 23.03 Non-Bargaining Unit personnel will not do the work customarily performed by members of the Bargaining Unit. This will not apply in cases of unforeseen operational emergencies or unforeseen shortage of critical personnel needed to perform the work available that shift. In such case, reasonable attempts will be made to have Employees perform such work.

ARTICLE 24 DURATION

This Agreement shall be in full force and effect from March 10, 2025 until March 9, 2027, and thereafter shall remain in full force and effect from year to year until the next subsequent Agreement is entered into, if applicable.

APPENDIX A

Week	Shift	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Days 0530-1730	Alpha	Alpha	Charlie	Charlie	Charlie	Alpha	Alpha
	Nights 1730-0530	Bravo	Bravo	Delta	Delta	Delta	Bravo	Bravo
2	Days 0530-1730	Charlie	Charlie	Alpha	Alpha	Alpha	Charlie	Charlie
	Nights 1730-0530	Delta	Delta	Bravo	Bravo	Bravo	Delta	Delta

APPENDIX B

Classification	Mar 10, 2025	Jan 1, 2026	Jan 1, 2027
General Labourer	\$30.50	\$32.64	\$34.27
Dispatcher	\$30.75	\$32.90	\$34.55
Production Operator	\$31.00	\$33.17	\$34.83
Machine Operator	\$38.40	\$41.09	\$43.14
Production Supervisor	\$38.90	\$41.62	\$43.70
Logistics Coordinator	\$42.00	\$44.94	\$47.19
Quality Control Coordinator	\$42.42	\$45.39	\$47.42
Operations Supervisor	\$63.48	\$66.83	\$66.98
Mechanic 1	\$36.50	\$39.06	\$41.01
Mechanic 2	\$40.15	\$42.97	\$45.11
Mechanic 3	\$44.17	\$47.27	\$49.62
Mechanic 4	\$48.16	\$50.25	\$52.00

APPENDIX C



OVERVIEW OF YOUR INSURANCE GROUP PLAN

Your Plan Program

This document provides an overview of your Plan Group Benefits Program (Basic or Enhanced plans)

Membership rules

- Open-enrollment is held every two years.
- You cannot change your selections until the next open-enrollment period unless you experience an eligible life event.
- If you choose the basic plan, you will be covered under that plan for both health care and dental care.
- You can opt out of health and/or dental plan if you are covered under another program, such as the one of your spouse. Proof of coverage elsewhere will be required.
- You can change your optional coverage at any time.
- Your eligible dependents are defined as your spouse and your children, who satisfy one of the following definitions:
 - **Spouse:**
The person who:
 - Is legally married to you;
 - Has been living with you in a marital relationship for at least one year;
 - Is living with you in a marital relationship, and with whom you have had or adopted a child.
 - **Children:** Your unmarried natural or adopted children, or those of your spouse, or any unmarried children for whom you or your spouse is the court-appointed guardian, who are:
 - Under age 21;
 - Age 21 or older but under age 26, if they are full-time students at an educational institution;
 - Handicapped and incapable of financial self-support regardless of age, provided their disability began before the above age limits and while they were covered under the program.

COVERAGE STATUS

You can choose single, single-parent or family coverage with an eligible life event.

ELIGIBLE LIFE EVENTS

- ☐ Marriage;
- ☐ Common-law relationship of at least one year;
- ☐ Divorce, legal separation;
- ☐ Birth, adoption, or legal custody of a child;
- ☐ Death of a dependent;
- ☐ Expiration of a dependent's eligibility;
- ☐ Your spouse becomes or ceases to be eligible for his or her employer's program.



IF YOU DO NOT MAKE A CHOICE

During the open-enrollment period: your choice of plan and level of coverage will remain in effect.

Health care (con't)

	BASIC	ENHANCED
Paramedical services		
- Acupuncturist, chiropractor, occupational therapist, audiologist, homeopath, naturopath, speech therapist, osteopath, podiatrist, and dietitian¹	Overall maximum \$500 / calendar year (excluding mental health partitioners)	Overall maximum \$1,500 / calendar year
- Physiotherapist, psychiatrist and certified therapist in physical rehabilitation		
- Massage therapist, orthotherapist, kinesiotherapist, and kineotherapist	\$500 / calendar year separately	
- Psychologist, social worker or guidance counsellor		
• Termination of coverage	Upon retirement or termination of employment, whichever is earlier	Upon retirement or termination of employment, whichever is earlier

Dental care

	BASIC	ENHANCED
Deductible	None	None
Reimbursement		
• Preventive care (e.g., cleaning and scaling of teeth)	80 %	100 %
• Basic care, periodontal care, endodontic care, and restoration (e.g., gum treatments, root canal therapy, fillings)	70 %	80 %
• Major care (e.g., removable dentures, crowns, and bridges)	50 %	50 %
• Orthodontic care (children under age 18)	Not covered	50 % lifetime
• Recall examination	Every 9 months	Every 9 months
• Dental fee guide²	Current year	Current year
• Termination of coverage	Age 70, upon retirement or termination of employment, whichever is earliest	Age 70, upon retirement or termination of employment, whichever is earliest
Maximums		
• All expenses, except orthodontic care	Combined maximum: \$1,000 / insured person / calendar year	Combined maximum: \$2,000 / insured person / calendar year
• Orthodontic care	Not covered	\$2,000 lifetime maximum / person

¹ The consultation with a dietitian requires prior medical recommendation.

² The dental fee guide is published each year by the dental association of your province and is used by your dentist as a reference for setting the costs for dental treatments.

Life insurance

	BASIC	OPTIONAL
Insured persons	You and your eligible dependents	You and your spouse
Coverage	You 1 x basic salary - Maximum: \$1,000,000 Spouse - Amount: \$10,000 Dependent children - Amount: \$5,000 / child	- You and your spouse - Units of \$10,000 - Minimum : \$20,000 - Maximum : \$1,000,000 (combined max. basic and optional)
Maximum coverage without evidence of insurability	675 000 \$	None
Coverage reduction	50% at age 65	None
Termination of coverage	Age 70, upon retirement or termination of employment, whichever is earliest	Age 65, upon retirement or termination of employment, whichever is earliest

Accidental death and dismemberment insurance (AD&D)

	BASIC
Insured persons	You only
Coverage	1 x basic salary - Maximum : \$1,000,000
Maximum coverage without evidence of insurability	\$675,000
Coverage reduction	50 % at age 65
Termination of coverage	Age 70, upon retirement or termination of employment, whichever is earliest



If you die as a result of an accident, your beneficiary receives 100% of the coverage. In case of an accidental injury, the amount paid to you is based on the nature of the injury.

Short-term disability (employment insurance)

PROVISIONS

Benefits paid	• 55% of weekly salary
Maximum payment	• \$668 / week in 2024 (updated annually)
Waiting period	• 7 days
Duration of benefits	• 15 weeks
Termination of coverage	• After 15 weeks of payment

Long-term disability

PROVISIONS

Benefits paid	• 66,67% of monthly salary
Maximum payment	• \$15,000 / month
Maximum payment from all sources	• 85 % of gross salary before disability
Maximum coverage without evidence of insurability	• \$9,750 / month
Waiting period	• 16 weeks
Duration of benefits	• Until age 65
Benefits taxable	• Yes
Termination of coverage	• Age 65, upon retirement or terminating of employment, whichever is earliest
Definition of disability	• During first 24 months of disability after waiting period: inability to perform the essential duties of your own occupation • After 24 months of disability: inability to perform any occupation for which you are or may become reasonably qualified by education, training or experience

Critical illness (optional)

Benefits paid

PROVISIONS

- Pays a tax-free lump sum if you, your spouse or your children are diagnosed with one of the illnesses covered
- Benefit paid even if you are able to continue working or make a full recovery after diagnosis

Coverage

- You or your spouse: up to \$500,000, with proof of insurability

Examples of illnesses covered

- You and your spouse: cancer (life-threatening), coronary artery bypass surgery, heart attack and cerebrovascular accident

Employee and Family Assistance Program

Kii provider

PROVISIONS

- Timely, confidential and convenient resources to help overcome challenging life issues and reduce distraction at work
- Toll-free access 24 / 7 to counselling
- In-person, on the phone or email counselling – unlimited number of sessions
- Work-life balance (support on family, health, financial and legal issues)

Telemedicine

Offered by Telus Health

PROVISIONS

- Easy online registration at <https://www.telus.com/en/health> or on the mobile app.
- Virtual access to a care coordinator, registered nurse or doctor
- 24 hours a day / 7 days a week

This summary provides an overview of the main provisions of the Modular Group Benefits Program for Ray-Mont employees. This program is governed by the official documents, such as the insurance contracts, as well as by applicable legislation. In the event of any inconsistency between this summary and the official documents, the latter will prevail.

November 2024

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