

**THE  
COLLECTIVE AGREEMENT  
BETWEEN  
The Companies collectively known as the  
  
BRITISH COLUMBIA MARITIME  
EMPLOYERS ASSOCIATION  
and  
INTERNATIONAL LONGSHORE  
AND WAREHOUSE UNION  
SHIP AND DOCK FOREMEN  
Local 514**

April 1, 2007 to March 31, 2010

# **COLLECTIVE AGREEMENT**

## **BETWEEN:**

The Companies collectively known as the British Columbia Maritime Employers Association.

ASSOCIATED STEVEDORING CO. LTD.

CERESCORP COMPANY

DP WORLD (CANADA) INC.

EMPIRE GRAIN STEVEDORING LTD.

FIBRECO EXPORT INC.

FRASER SURREY DOCKS LIMITED PARTNERSHIP

KINDER MORGAN CANADA TERMINALS ULC

MAHER TERMINALS OF CANADA CORP.

NEPTUNE BULK TERMINALS (CANADA) LTD.

PACIFIC COAST TERMINALS CO. LTD.

SQUAMISH TERMINALS LTD.

TIMBERWEST FOREST LIMITED, DIV. OF STUART  
CHANNEL WHARVES

TSI TERMINAL SYSTEMS INC.

WESTCAN STEVEDORING LTD.

WESTCAN TERMINALS LTD.

WESTERN STEVEDORING COMPANY LIMITED

As represented by their joint bargaining Agent  
British Columbia Maritime Employers Association

## **AND:**

International Longshore and Warehouse Union  
Ship and Dock Foremen  
Local 514

April 1, 2007 to March 31, 2010

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# **AGREEMENT**

## **Article 1**

### **PURPOSE OF AGREEMENT**

- (a) It is the intent and purpose of the Parties hereto to set forth the basic Agreement covering rates of pay, hours of work and conditions of employment of COMPANY Foremen primarily engaged in the direct supervision of longshore in the capacities as named in the Canada Industrial Relations Board Certification.
- (b) The representatives of the COMPANY and the UNION shall provide each other with such advance notice as is reasonable under the circumstances of all matters of importance in the administration of the terms of the Collective Agreement including new industry operations, changes or innovations affecting the relations between the Parties.

**Article 2**  
**SCOPE AND RECOGNITION**

- (a) The COMPANY recognizes the UNION as the sole collective bargaining agent for all Foremen employed by the COMPANY.
- (b) This Agreement shall apply to all Foremen employed by the COMPANY in the “longshore industry”.
- (c) Except as otherwise provided herein, Foremen will continue to discharge all duties performed by them prior to this Collective Agreement.
- (d) Foremen shall not be expected to perform any duties covered under the ILWU Canada Area/BCMEA Collective Agreement, except for purposes of illustration, training or emergency.
- (e) The COMPANY agrees that direct supervision of the longshore work force by a person other than a Foreman covered by this Agreement shall not be for the purpose of denying work to a Foreman.
- (f) Any Foreman who signifies in writing to his/her Employer that he/she is willing to have his/her Employer make his/her services available to other Employers who have a Collective Agreement with the UNION, shall be a pool Foreman. Notwithstanding the foregoing the first obligation of a Foreman will be to his/her COMPANY.



### **Article 3**

#### **RESERVATION OF COMPANY RIGHTS**

It is the exclusive function of the COMPANY, subject to the terms and conditions of this Agreement, to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, discharge, transfer, promote, demote or discipline Foremen, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a Foreman has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Generally to manage the industrial enterprise in which the COMPANY is engaged, and without restricting the generality of the foregoing, to determine the number and location of operations, the products to be handled, the methods of operating, schedules of production, kinds and location of machines, tools, equipment and gear to be used, and operating processes, and to determine and establish standards of performance;
- (d) the COMPANY may establish from time to time rules and regulations governing Foremen covered by this Agreement, providing that such rules and regulations are:
  - (i) not inconsistent with the provisions of this Agreement;
  - (ii) clear and precise;
  - (iii) not unreasonable nor discriminatory;
  - (iv) communicated to the Foremen before implementation.

## **Article 4**

### **JOB POSTING AND RECRUITMENT**

- (a) Before hiring new Foremen the COMPANY will notify the UNION, in writing, 10 days (Saturdays, Sundays and holidays excepted) prior to posting such vacancies with the UNION. If deemed necessary by either party, the COMPANY and the UNION will meet for the purpose of discussing and endeavouring to resolve any questions relating to the postings. The COMPANY will post such vacancies with the UNION and within 3 days of receiving the posting (Saturdays, Sundays and holidays excepted) the UNION will simultaneously post the vacancies amongst its members and to all Canadian Longshore Locals. The UNION shall supply the COMPANY with a list of all applicants as it receives them, by FAX where practical, but no later than 15 days from the date of posting. Such postings will remain current for a period of 105 days from date of posting.

When posting for trades Foremen the COMPANY shall request no more than one T.Q. Service Group Foremen who apply will be given first consideration for COMPANY employment. The COMPANY shall not post for technical or educational qualifications that exceed requirements of the job.

In recognition of the fact that work can move throughout the industry while creating no additional hours, all Local 514 applicants shall be interviewed in good faith prior to making any offer(s) of employment to any other applicant(s) and such interviews shall be conducted in a fair manner. Where a trades qualification is required by the COMPANY, the COMPANY shall only be required to interview Local 514 applicants who meet the minimum threshold qualifications and requirements. Where a Local 514 applicant does not possess a recognized trades qualification but has been employed by his/her COMPANY as a trades Foreman to

supervise tradesmen in a recognized trade in the waterfront industry, they shall be deemed to possess the threshold qualifications for the purpose of obtaining an interview for the vacant position. It is agreed that where the applicants possess the qualifications and ability which are relatively equal, the Local 514 applicant(s) will be hired first.

The COMPANY will consider all suitable candidates. Where the COMPANY uses aptitude tests or other tests as part of the selection process, the COMPANY agrees that the tests shall be designed and administered fairly and impartially. The COMPANY reserves to itself the right to make the final decision in any case.

- (b) Should the COMPANY be unable to obtain a suitable Local 514 candidate or candidates as a result of the posting provided for in section (a), it will so advise the UNION, and will at the same time give to the UNION the reasons for its decision in writing where requested.
- (c) Probationary period for new Foremen shall not extend for more than ninety (90) days.
- (d) The UNION is to be advised in writing of all new Foremen hired within three (3) weekdays of acceptance of employment.
- (e) Newly hired Foremen will be given adequate orientation which will include, but is not limited to, an overview of the COMPANY's requirements and expectations, administrative processes where appropriate, site safety procedures, and other relevant information. Foremen, while in their probationary period, are not eligible for registration in the pool interchange unless they have had prior work experience as a Foreman exceeding ninety (90) days.

## **Article 5**

### **UNION SECURITY**

- (a) Foremen hired during the term of this Agreement must become members of the UNION within ninety (90) days and must maintain their membership in good standing as a condition of employment.
- (b) Any Foreman who voluntarily becomes a member of the UNION must maintain his/her membership in good standing as a condition of employment.
- (c) All Foremen shall be required as a condition of employment to pay to the UNION the equivalent of monthly UNION dues and periodic assessments applying to all members covered by this Agreement.
- (d)
  - (i) The COMPANY shall provide the UNION, once annually, with a list of all their Foremen showing name, date of hire, address and telephone number.
  - (ii) The COMPANY shall provide the UNION with copies of all written warnings, suspensions and discharges.
  - (iii) Upon request, Foremen will have access to their own personnel records.

## **Article 6**

### **MANAGEMENT/UNION COMMITTEE**

There shall be a Management/Union Committee. Such Committee may be composed of up to three (3) members designated by the COMPANY and up to three (3) members designated by the UNION, each with equal representation.

The Committee shall meet within three (3) days, exclusive of weekends and recognized holidays, at the request of either Party. The Parties each pledge in good faith to deal with all matters pertaining to this Collective Agreement referred to the Committee.

## **Article 7**

### **GRIEVANCE PROCEDURE**

- (a) Any question as to the interpretation, administration or alleged violation of this Collective Agreement may be taken up by either Party as a grievance.
- (b) Pending the investigation and settlement of any grievance, work shall continue to be performed, except as provided under "Safety" - Article 9.
- (c) The Parties pledge in good faith to co-operate with each other in order that a just and speedy resolve be obtainable in all grievances referred to this Article.

#### **Procedure:**

##### **Step 1**

Any Foreman who considers he/she has been aggrieved shall firstly discuss the situation with his/her immediate superior with or without his/her UNION representative. Failing resolution, the grievance may be forwarded to Step 2 within three (3) days from the date the grievance was first discussed with his/her immediate superior, exclusive of Saturdays, Sundays and holidays.

##### **Step 2**

Any grievance coming from Step 1 to Step 2 shall be in writing and signed by the aggrieved Foreman. The COMPANY representative shall meet with the aggrieved Foreman or Foremen and his/her UNION representative within five (5) days from the date the grievance was received at Step 2 exclusive of Saturdays, Sundays and holidays. The COMPANY representative shall render his/her decision in writing within five (5) days of the Step 2 meeting exclusive of Saturdays, Sundays and holidays. Failing resolution, the grievance may be referred to Step 3 within five (5) days from the date the COMPANY decision was given.

### **Step 3**

Any grievance coming from Step 2 shall be in writing and shall be dealt with by the Committee named in Article 6 of this Collective Agreement within ten (10) days exclusive of Saturday, Sunday and holidays. If, after discussion at this level no resolution of the grievance is reached within ten (10) days from the date the grievance was received at Step 3, the grievance may be sent by either Party to Step 4 - Arbitration.

### **Union and Company Grievances**

A grievance of the UNION or the COMPANY involving any question as to the interpretation, application, administration or alleged violation of this Agreement shall be in writing signed by the aggrieved Party and may be processed starting at Step 3 and the Parties shall meet within ten (10) days from the date of the letter excluding Saturday, Sunday and holidays. Failing resolution, within ten (10) days from the date the grievance was received at Step 3, it may be sent by either Party to Step 4 - Arbitration following the final Step 3 meeting.

### **Step 4 - Arbitration**

- (a) If a grievance is not settled by the application of the preceding steps either Party may apply to the Arbitrator for a mutually agreed upon date, such application to be made within ten (10) calendar days from the date of the final Step 3 meeting.
- (b) The COMPANY and the UNION shall select an Arbitrator from the list of four (4) industry arbitrators to hear and render a decision on the matter in dispute.
- (c) Once an arbitrator has been selected, the Arbitrator shall convene a hearing, consider the submissions of the Parties and render his/her decision within fifteen (15) days from the conclusion of the hearing(s).

- (d) The decision of the Arbitrator shall be final and binding upon the Parties.
- (e) Fees and expenses incurred by the Arbitrator shall be borne equally by the UNION and the COMPANY unless the Arbitrator otherwise orders.
- (f) In the event that either of the Parties has advanced a grievance to arbitration and the Parties are unable to agree on the selection of an Arbitrator, the following process will be used:
  - (i) The names of the Industry Arbitrators will be placed in a receptacle and drawn one at a time.
  - (ii) The first drawn will be marked #1, the second will be marked #2 and so on.
  - (iii) The Arbitrator drawn #1 shall be assigned the hearing of the grievance.
  - (iv) If the Arbitrator drawn #1 is not available to commence the case within four (4) months from the date drawn, (or in the case of a discharge from employment, two (2) months) the case shall be assigned to the Arbitrator #2 and so on. These time limits may be amended by mutual agreement.
  - (v) The Parties pledge in good faith to maintain the integrity of the process consistent with the provisions, spirit and intent of Article 7 of this Agreement.

**Arbitrators:**

- Robert Pekeles
- Robert Blasina
- Colin Taylor
- \_\_\_\_\_

- (g) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify or amend any part of this Agreement. The decision of the Arbitration shall be final and binding on the Parties hereto.
- (h) In the matter of discipline the sole Arbitrator may sustain, revoke or alter a penalty. In the event the UNION's grievance is sustained where a Foreman has been suspended, demoted or dismissed, he/she shall be reinstated with full compensation or such lesser sum for time lost as in the opinion of the Arbitrator is just and equitable.

In determining penalties, neither the Parties nor the Arbitrator shall consider offences which predate by three (3) years or more the date of the current offence.

- (i) It is the intent of this grievance procedure to deal with disputes speedily and equitably, and it is understood and agreed that if any step in the grievance procedure is not taken by the aggrieved Party within the time limits to this Agreement, or within such extensions as may be agreed, the grievance shall be deemed to be abandoned or to have been satisfied at the last step.
- (j) Where it is alleged that a Foreman or Foremen should have been employed and it is not possible to say what Foreman or Foremen should have been employed, the Foreman or Foremen who first started the grievance procedure and were available for work, shall be deemed to be the person or persons denied the work. If the procedure is started by the UNION, the Foreman or Foremen who were available and have in the preceding month when available earned the least, shall be deemed to be the person or persons who were denied the work.



## **Article 8**

### **CESSATION OF WORK**

- (a) The UNION and its members agree that they will not cause, authorize or sanction, nor will the UNION permit its members to cause or take part in any sit-down, or slow-down in any department or any strike or stoppage of any of the COMPANY's operations or any curtailment of work or restriction or interference with production or any picketing of the COMPANY's premises during the term of this Agreement.
- (b) The COMPANY agrees that it will not cause or sanction a lockout during the term of this Agreement.
- (c) The COMPANY does not expect Foremen to cross a legal picket line, but should a picket line, whether legal or illegal be established, the UNION undertakes and agrees to co-operate with the COMPANY in an attempt to have the picket line removed and, in any event, to ensure a safe and orderly shutdown of the COMPANY's operation. The UNION agrees that Foremen may stay behind a picket line long enough to ensure such safe and orderly shutdown.

## **Article 9**

### **SAFETY**

- (a) Where it exercises direct control the COMPANY agrees to provide such reasonable safety equipment, sanitary facilities and places of work as shall be consistent with safe working practices and the type of work performed by Foremen covered by this Agreement.
- (b) A Foreman will not be required to work under abnormal circumstances that would endanger health or safety.
- (c) It is the obligation of the Parties to review objectively, safety dispute items for immediate disposition and resolution.

## **Article 10**

### **PENSIONS**

- (a) The Pension arrangements governing Employees covered by this Agreement are as set forth in the Waterfront Foremen's Pension Agreement and the Waterfront Foremen's Pension Plan.
- (b) The British Columbia Maritime Employers Association will contribute to the Plan subject to its provisions:
  - (i) Effective April 1, 2007, the British Columbia Maritime Employers Association will contribute to the Plan; \$2.81 for each Collective Agreement man hour worked and: on a quarterly basis seven percent (7%) of the Foremen payroll for wages paid.
  - (ii) Effective April 1, 2008, the British Columbia Maritime Employers Association will contribute to the Plan; \$3.06 for each Collective Agreement man hour worked and: on a quarterly basis seven percent (7%) of the Foremen payroll for wages paid.
  - (iii) Effective April 1, 2009, the British Columbia Maritime Employers Association will contribute to the Plan; \$3.31 for each Collective Agreement man hour worked and: on a quarterly basis seven percent (7%) of the Foremen payroll for wages paid.
- (c) The B.C.M.E.A. will ensure a contribution "Floor" of \$3.36 million per year into the Plan.

## **Article 11 MANNING**

When determining manning of any operation and the scope of any one Foreman's responsibility, the following rules will apply:

- (a) maintenance of safety;
- (b) the avoidance of undue work burden;
- (c) availability of suitable personnel;
- (d) all the Foremen necessary;
- (e) no unnecessary Foremen.

Subject to the above, the COMPANY shall determine the number of Foremen to be used on any particular job and the manner in which the work is to be performed. This includes increasing or decreasing the number of Foremen on the job at anytime as required by the COMPANY provided a Foreman's supervisory responsibility is reasonable.

**Article 12**  
**EQUALIZATION OF EARNINGS**

- (a) Earnings opportunity within a COMPANY to be equalized as far as practicable within each port area and department where the individual Foremen possess comparable skills and experience. Such equalization to be reviewed quarterly or as necessary by the Management/Union Committee for the purposes of identifying areas of inequities or difficulties in the operation of the despatch.
- (b) On or before the 20th of each month following a quarter, the COMPANY will report hours, earnings, pool Foremen used and loaned on the agreed forms known as the C140 and C141. The C141 will be broken into areas e.g. Lower Mainland, Vancouver Island and Prince Rupert.  
(SEE LETTER DATED DECEMBER 12, 2008)
- (c) Upon request the P727 form will be available to the UNION.  
(SEE LETTER DATED DECEMBER 12, 2008)

**Article 13**  
**UNION MEETING NIGHT**

On regular monthly meeting nights, work will cease at 4:30 p.m., but a one (1) hour extension will be permitted to finish a ship to shift or sail or for other necessary duties. These meetings shall not interfere with Foremen carrying out necessary duties related to maintenance or the servicing of scheduled coastwise or passenger vessels.

UNION meeting nights will coincide with UNION meeting nights of ILWU-Canada/BCMEA Collective Agreement.

**Article 14**  
**UNION NOTICES**

COMPANY bulletin boards may be used for UNION notices and bulletins.

## **Article 15**

### **JURY DUTY AND BEREAVEMENT LEAVE**

When an Employee is unavailable by virtue of Jury Duty, Coroner's Court Duty or Bereavement Leave his/her guarantee is not prejudiced.

#### **(a) Supreme Court and Coroner's Court Duty**

Foremen will be entitled to payment for Supreme Court Jury or Coroner's Court Duty on the following basis:

1. Payment will be only made for days actively engaged in Jury selection, sitting on Supreme Court Jury Duty or Coroner's Court Duty.
2. Foremen will receive a per diem payment for days actively engaged in Jury selection, sitting on Supreme Court Jury Duty or Coroner's Court Duty of eight (8) hours x the hourly straight time base rate of wages, less the wage portion of the daily reimbursement from the Supreme Court or Coroner's Court.

(NOTE: SEE LETTER OF APRIL 25, 1994)

#### **(b) Bereavement Leave**

Where a death occurs in a Foreman's family (spouse, mother, father, step-mother, step-father, son, daughter, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, or any relative who is permanently residing with the Foreman or with whom he/she resides), a Foreman upon request will be granted three (3) days leave with pay at eight (8) hours at the straight time base rate for each day. Such days must be taken off within ten (10) days of death and one (1) day shall include the day of Funeral.

## **Article 16**

### **LEAVE OF ABSENCE**

The COMPANY may grant leave of absence to a Foreman on application. When a Foreman is on leave of absence, his/her guarantee will be suspended until he/she makes him/herself available for work, but the time off up to a maximum of six (6) months will be included for seniority purposes. A Foreman will be permitted wherever possible to pay the premiums required to maintain Welfare benefits.

## **Article 17**

### **UNION ACTIVITY**

Full protection of seniority benefits and restoration of job to be afforded any Foreman taking a UNION post.

## **Article 18**

### **LAY-OFF**

- (a) If lay-off is necessary, it will be implemented in an orderly fashion taking into account the qualifications of the Foreman, the requirements of the COMPANY and COMPANY service as a Foreman in the longshore industry. Foremen shall be recalled to work on the same basis.
- (b) In the event of a lay-off, the minimum wage guarantee shall be suspended after one (1) month's notice except in the case of pool Foremen when two (2) month's notice shall be given.
- (c) Welfare benefits will be maintained up to ninety (90) days for a laid-off Foreman who remains within the industry and has not obtained coverage elsewhere.



## **Article 19**

### **VACATIONS WITH PAY**

**1. Foremen will be granted vacations on the following basis:**

- Up to 10 years' service (inclusive)  
7% of earnings = 3 weeks and 3 days vacation
- 11 to 14 years' service (inclusive)  
8% of earnings = 4 weeks vacation
- 15 to 19 years' service (inclusive)  
9% of earnings = 4 weeks and 4 days vacation
- 20 to 24 years' service (inclusive)  
10% of earnings = 5 weeks vacation
- 25-29 years' service (inclusive)  
11% of earnings = 5 weeks and 3 days vacation
- 30-34 years' service (inclusive)  
12% of earnings = 6 weeks vacation
- 35 years' service or more (inclusive)  
13% of earnings = 6 weeks and 4 days vacation

Effective January 1, 2002:

- 40 years' service or more (inclusive)  
14% of earnings = 7 weeks vacation.

**2. Applicable Earnings**

All earnings received under this Agreement during the calendar year shall be used for the calculation of vacation pay. For the purposes of this calculation, annual Vacation Pay shall be considered to be earnings in the calendar year in which it is paid.

### 3. **Creditable Years of Service**

- (a) A Foreman's creditable years of service for vacation pay purposes shall be his/her continuous service in the employ of member COMPANIES of the BCMEA, including longshore industry service, as at the end of the calendar year. Those calendar years in which the Employee was a Foreman and/or longshore shall be determined in accordance with the BCMEA/ILWU Canada Agreement. For other calendar years, a creditable year shall be a year in which the Employee was employed for more than six months in the year. In order to qualify for service benefits, years of service must be consecutive. Due consideration will be given for broken service on account of sickness, injury or other reasonable causes. No calendar year shall be counted more than once.
- (b) Vacation pay earned under BCMEA/ILWU Canada Collective Agreement shall count as earnings and be calculated not more than once.

### 4. **Scheduling**

Vacations shall be scheduled by the COMPANY throughout each year for individuals. Vacations will, so far as possible, be granted for the period that is most desirable for the Foreman, but will not conflict with essential COMPANY requirements. The COMPANY reserves the final right to determine the allotment of such vacations. Vacations may not be cumulative but must be taken in the year scheduled. The COMPANY will not unreasonably deny the request of a Foreman to change the scheduled term of his/her vacation.

**Article 20**  
**RECOGNIZED HOLIDAYS**

- (a) The following days shall be Recognized Holidays:
1. New Year's Day
  2. Good Friday
  3. Easter Monday
  4. Victoria Day
  5. Canada Day
  6. British Columbia Day
  7. Labour Day
  8. Thanksgiving Day
  9. Remembrance Day
  10. Christmas Day
  11. Boxing Day
- (b) In addition to the holidays named, the Parties agree to recognize holidays as agreed to in the BCMEA/ILWU-Canada Collective Agreement.
- (c) When a Recognized Holiday, other than Christmas Day, falls on Sunday, the Holiday shall be observed on the following day. When a Recognized Holiday falls on Saturday, the Holiday wage rate and working conditions as set forth in this Agreement shall apply.

- (d) Normal work shall cease at 12 noon on December 24th and December 31st only those four (4) hours up till 12 noon shall be paid for.
  - (i) Notwithstanding the foregoing work (ship & dock), may continue until 4:30 pm on a vessel finishing to shift or sail. Foremen working on this extension to finish will receive a four (4) hour guarantee at 2X the Shift Rate.
  - (ii) In the case of Prince Rupert and Vancouver Island, the COMPANY will declare the day before whether they intend to work the extension on a vessel finishing to shift or sail. However, the COMPANY will have the right to revoke such a declaration up until 6:00 a.m. the day of work.
  - (iii) In the case of the Lower Mainland, the COMPANY will have until 6:00 a.m. the day of work to declare whether they intend to work the extension on a vessel to shift or sail.

No work shall be performed on New Year's Day, Labour Day or Christmas Day, except in case of an emergency involving safety of a vessel, life or property, and except as otherwise provided herein. On all other Recognized Holidays, three shifts may be worked.

- (e) Nothing in this Article shall interfere with the handling of mail and/or baggage (including passengers' automobiles), or coastwise work, which work shall be performed as required at anytime.
- (f) Nothing in this Article shall interfere with the maintenance of plant and machines, or operations of locomotives.
- (g) Foremen on the active payroll shall automatically qualify for Recognized Holiday pay in the amount of eight (8) hours times the hourly straight time base rate. If a Foreman works on a Recognized Holiday he/she shall be paid in accordance with Article 21 in addition to his/her holiday entitlement.

## **Article 21**

### **HOURS OF WORK AND RATES OF PAY**

#### **1. Normal Shifts:**

- (a) The normal hours of work shall be divided into three (3) shifts each day as follows:

1:00 a.m. to 8:00 a.m. (Graveyard Shift)

8:00 a.m. to 4:30 p.m. (Day Shift)

8:00 a.m. to 5:00 p.m. (Day Shift – Coastwise  
Cruise Vessels Only)

4:30 p.m. to 1:00 a.m. (Night Shift)

5:00 p.m. to 1:00 a.m. (Night Shift – Coastwise  
Cruise Vessels Only)

Notwithstanding the above shift schedule, coastwise operations may be conducted on a shift from 1:00 p.m. to 10:00 p.m., allowing for a one (1) hour meal period.

Foremen employed for container lashing work (Ship & Dock) may be advanced one (1) hour. Where a Foreman is advanced the one (1) hour, he/she shall be paid at the applicable shift extension rate of pay. Where a shift is so advanced, Foremen shall remain on the job until the normal shift finishing time.

Any or all of the above shifts may be worked as required by the COMPANY seven (7) days per week on each and every day of the year, except as otherwise provided herein. For the purposes of this Agreement, a shift shall be considered as being worked in the day on which the shift commenced.

The regular starting time of any shift may be advanced or deferred up to one (1) hour.

(b) **Rates of pay:**

The hourly straight time base rate of wages for Employees covered by this Agreement shall be as follows:

Effective April 1, 2007 .....	\$ 42.81
Effective April 1, 2008 .....	\$ 44.41
Effective April 1, 2009 .....	\$ 46.01

Hourly shift rates shall be as follows:

	April 1, 2007	April 1, 2008	April 1, 2009
<b>Graveyard Shift</b>			
Monday to Friday	\$66.61	\$69.10	\$71.59
	1.556 x STBR	1.556xSTBR	1.556xSTBR
Saturday/Sunday	\$68.50	\$71.06	\$73.62
	1.6 x STBR	1.6 x STBR	1.6 x STBR
<b>Day Shift</b>			
Monday to Friday			
Straight Time Base Rate	\$42.81	\$44.41	\$46.01
Saturday	\$54.80	\$56.84	\$58.89
	1.28 x STBR	1.28 x STBR	1.28 x STBR
Sunday	\$68.50	\$71.06	\$73.62
	1.6 x STBR	1.6 x STBR	1.6 x STBR
<b>Night Shift</b>			
Monday to Friday	\$53.93	\$55.95	\$57.96
	1.2598 x STBR	1.2598 x STBR	1.2598 x STBR
Saturday/Sunday	\$68.50	\$71.06	\$73.62
	1.6 x STBR	1.6 x STBR	1.6 x STBR
<b>Recognized Holidays</b>			
All shifts	\$85.62	\$88.82	\$92.02
	2 x STBR	2 x STBR	2 x STBR

**2. Extended Time:**

- (a) If and when a Foreman is required by the COMPANY to perform work outside any shift, he/she shall be paid a minimum of one half (1/2) hour and up to a maximum of two (2) hours. It is understood that a maximum of one (1) hour may be worked prior to the shift and one-hour (1) following the shift. Extended time shall not be used to deny employment to a Foreman who would otherwise be employed to supervise men/women.
- (b) Rates of Pay:  
A Foreman shall be paid at the greater of
  - (i) 1 1/2 x S.T.
  - (ii) the shift rate of the shift the Foreman is ordered for.

**3. Shift Extensions:**

- (a) Will be worked by Foremen for the purpose of matching Longshore shift extensions.
- (b) Coastwise Cruise Vessel (two (2) Hour extension) (Vancouver and New Westminster)

Monday - Friday incl.	2 x STBR
Saturday	2 x STBR
Sunday & Holidays	2 x STBR
- (c) When a cruise vessel is sailing, any shift may be extended one (1) hour or two (2) hours at any time. The two (2) hour extension is only intended to accommodate late arriving passengers and/or baggage. The shift may be extended up to four (4) hours following a meal, with a minimum of three (3) hours if called back after a meal period.

(d) Rates of Pay:

	Mon-Fri. Incl.	Sat.	Sun. & Holiday
Day Shift 1 hour minimum, 4:30 p.m. to 5:30 p.m.	1½ x S.R.	1½ x S.R.	1½ x S.R.
Day Shift, with 9th hour occurring after 5:30 p.m. 9th and subsequent hours, 3 hour minimum	2 x S.R.	2 x S.R.	1½ x S.R.
Night Shift 1 hour minimum	1½ x S.R.	1½ x S.R.	1½ x S.R.
Graveyard Shift 1 hour minimum	1½ x S.R.	1½ x S.R.	1½ x S.R.

4. **Double Shifting:**

Prior to the first day of September 1975, a Foreman may be required to work a double shift at the rate of pay provided hereinafter. On and after that date the following provisions will apply:

- (a) In the event of an emergency, a Foreman will work such number of hours or shifts as are reasonably required of him/her. Other than in the event of an emergency, double shifts will not be permitted except as hereinafter provided.
- (b) When no other suitable Foreman is available to the COMPANY to work that shift a Foreman may be requested to work a double shift and if he/she sees fit, he/she may work that double shift.



(c) Rates of Pay:

- (i) The first shift shall be paid at the applicable shift rate.
- (ii) The second shift shall be paid at 2 x S.T. or the applicable shift rate whichever is the greater.
- (iii) Foremen who work the 16:30 shift after having worked the 01:00 shift the same calendar day, shall be paid 2X STBR for the 16:30 shift.

**5. Prolonged Shifts:**

Prior to the 1st day of December 1975 a Foreman may be required to work a prolonged shift at the rate of pay hereinafter provided. On and after that date the following provisions will apply:

- (a) A Foreman may be required to work a prolonged shift when no other suitable Foreman is available to the COMPANY for the work.
- (b) A Foreman may be requested to work a prolonged shift at any time and if he/she sees fit he/she may work such shift.
- (c) Rate of Pay: The period in excess of a normal shift shall be paid at 2 x S.T. or the applicable shift rate, whichever is the greater.
- (d) The hours of work for these shifts will be as follows:
  - 8:00 a.m. to 8:30 p.m. (Prolonged Day Shift)
  - 8:30 p.m. to 8:00 a.m. (Prolonged Night Shift)
- (e) No Foreman will be required to work prolonged shifts on more than two (2) succeeding days, but he/she may if he/she sees fit.

6. The COMPANY shall, before the 15th day of each month, send a report in writing to each member of the Management/ Union Committee setting out details of and reason for all double shifts and prolonged shifts worked in the month immediately preceding.

7. **Meal Periods:**

(a) The following meal periods will be observed:

Graveyard Shift	4:30 a.m. - 5:00 a.m.
Day Shift (except Coastwise Cruise Vessels)	12:00 noon - 12:30 p.m.
Day Shift (Coastwise Cruise Vessels)	12:00 noon - 1:00 p.m.
Night Shift	8:30 p.m. - 9:00 p.m.
Coastwise Shift (1:00 p.m. - 10:00 p.m.)	5:00 p.m. - 6:00 p.m.

Any of the above meal periods may be advanced or deferred one-half (1/2) hour and shall be paid for at one and one-half (1½ x) times the applicable shift rate. If required, a Foreman shall work through any meal period, in which case he/she shall be paid during such time at one and one-half (1½ x) times applicable shift rate.

The meal period for Maintenance Foremen and Rail Crew Foreman may be advanced or deferred up to one (1) hour in order to carry out necessary maintenance, repairs and switching.

(b) The following meal periods shall be observed for shift-extensions as defined in No. 3 except when the extension is for one-half (1/2) hour or less or Coastwise Cruise Vessel two (2) hour extension.

Graveyard Shift	8:00 a.m. to 8:30 a.m.
Day Shift	4:30 p.m. to 5:00 p.m.
Night Shift	1:00 a.m. to 1:30 a.m.

**8. Meal Allowance:**

A Foreman shall be paid one meal allowance of:

\$17.00 effective July 13th, 1995

in the event that a meal is not provided by the COMPANY when he/she works:

- (a) A Shift Extension in excess of one (1) hour (excluding two (2) hour Coastwise Cruise Vessel extension).
- (b) A Double Shift
- (c) A Prolonged Shift

**9. Reporting Pay:**

A Foreman reporting for work on his/her assigned shift shall be paid a minimum shift guarantee. In the case of a double shift, two (2) full shifts will be guaranteed.

**10. Availability:**

No Foreman shall be required to work more than 520 hours in any 13-week period but may, at Foreman's option, work to a maximum of 624 hours. Hours, for the purpose of this section only, shall be calculated as follows:

- (a) Only actual hours worked to be counted i.e. travel time or any other minimums for time not worked are excluded.
- (b) One (1) hour worked is one (1) hour, regardless of the pay for that hour.

**11. Notwithstanding anything to the contrary in this Agreement, Foremen in rail, maintenance or coastwise crews may be required to report for work as required by the COMPANY at any hour of the day, on any day of the year.**

12. Bulk liquid cargo operations shall be continuous, twenty-four (24) hours per day, seven (7) days per week, every day of the year and when Foremen are required to work through the meal period in order to maintain such continuous operation they will be paid for such time as follows:

At one and one half (1½) x applicable shift rate.

13. **Coastwise**

Notwithstanding the shift schedule set forth in this Article 21, the schedules for coastwise operations with respect to starting time and duration will be subject to the sailing schedule of the vessel and will be established in order to facilitate the maintenance of the sailing schedule.

14. **Uninterrupted Operations:**

When the longshore are working under Article 21.05 uninterrupted operations of the BCMEA/ILWU - Canada Agreement the following applies to Foremen (Foreman) supervising those longshore persons:

- (i) The Foremen (Foreman) will work through the meal period and shall be paid for at two (2)x applicable shift rate for such meal period time. It is understood Foremen (Foreman) may take meals/coffee during the shift while maintaining their (his/her) supervision.
- (ii) No Foremen (Foreman) will be required to work an uninterrupted operation for more than four (4) days in succession. The Foremen (Foreman) may exceed the four (4) days if they (he/she) see(s) fit.

## 15. **Truck Gates**

Where the start time for day-shift for Foremen employed servicing trucks loading/unloading is advanced to 0600, the Foremen shall be paid as follows:

0600 to 0800 – Monday to Friday Graveyard Shift Rate

0800 to 1430 – Monday to Friday Day Shift Rate

1430 to 1530 (Where Extended) –  $1\frac{1}{2}$  x Day-Shift Rate

1530 to 1630 (Where Extended) –  $1\frac{1}{2}$  x Day-Shift Rate

1630 to 1730 (Where Extended) –  $1\frac{1}{2}$  x Day-Shift Rate

Where Longshore crews are despatched to an advanced start time for day-shift truck gate operations, the Foreman despatched to commence at 0600 will maintain adequate supervision of the Longshore crews throughout the scheduled shift including any assigned extensions as noted above.

Where a Foreman is required to work through a meal period he/she shall be paid one and one half ( $1\frac{1}{2}$ ) x for such meal period.

No Foreman shall be required to work the above noted early start for more than four (4) successive days.

16. The abbreviation “S.T.” or the words “straight time” as they appear in this Agreement mean “hourly straight time base rate” as set out in Article 25(1).

Effective January 1, 1983, the abbreviation “S.R.” or the words “Shift Rate” mean rates set out in Article 21 1(b).

## **Article 22**

### **WORK FORCE**

1. There shall be an industry work force of Foremen identified as follows:
    - (a) Foremen on the payroll of a COMPANY who are regularly employed by that COMPANY and known as COMPANY Foremen.
    - (b) A Service Group of Foremen made up of any Foremen who are available for daily despatch on a regular basis to any member COMPANY as required and who have been:
      - (i) Laid off because of lack of work opportunity;
      - (ii) Terminated due to loss of business;
    - (c) Each of the above categories will be registered with the Parties.
  2. Employment of all Foremen shall be as follows:
    - 2.01 Subject to Foremen with the necessary qualifications and ability and being available:
      - (a) A COMPANY will employ first those Foremen as set forth in 1(a) above, as required from within each area.
      - (b) A COMPANY, having exhausted its roster of Foremen, will have these additions drawn:
        - (i) from Foremen described in 1(a) above from another area, except that the drawing of Foremen from Prince Rupert shall not be required but shall be at the COMPANY's sole discretion  
OR
        - (ii) from the Service Group within that area  
OR
        - (iii) from an interchange of Foremen within that area.
- From within that area Service Group Foremen will be despatched before interchange of Foremen occurs.

2.02 At the discretion of a COMPANY, a Foreman who is temporarily working outside his/her home area may be considered to be a Foreman within that outside area until returned to his/her home area. He/she will be entitled to the benefits provided in Article 24. However, for the purpose of Article 24(a) employment in the temporary area will be considered his/her homeport while so employed.

(a) Where a Foreman is permanently transferred from his/her home port in one area to a home port in a different area, other than a temporary transfer pursuant to Article 22 (2.02) or 24(f), such that travel accommodation and meal allowances would otherwise be payable to the Foreman, the Foreman may qualify for relocation expenses from the COMPANY as follows:

(1) To become entitled to paid relocation expenses, a Foreman must be required by his/her COMPANY to permanently change location of his/her home port to the extent that a change of principal residence is warranted to continue his/her employment with the COMPANY.

(2) (a) **Travel Expenses:** The COMPANY will pay reasonable travel expenses to transport the foreman and his/her immediate family members who reside on a permanent basis in the principal residence at the time the transfer and relocation is required to the new location. Travel costs include transportation (by the most practical means), meals, lodging (where required) and reasonable miscellaneous expenses all in accordance with the terms of this Policy and the Collective Agreement. All travel arrangements and cost items must be pre-approved by the COMPANY prior to the relocation.

- (b) **Living Expenses:** where a Foreman and/or his/her family is unable to reside in a new residence due to the former residence having been vacated or otherwise rendered unavailable as a result of the sale or rental of the house or uninhabitable as a result of the furniture and personal effects of the Foreman being transferred to the new location or placed into storage, the COMPANY will pay living expenses for the days where the Foreman is unable to reside in the new residence to a maximum as agreed and pre-approved by the COMPANY.
- (c) **Moving Furniture and Household Effects:** a Foreman required to relocate to a different port in a different geographical area must obtain a minimum of two (2) estimates from bonded moving companies to move and, where necessary, to store the furniture and household effects. The estimates are presented to the COMPANY who will select one of the estimates and pre-approve the cost of the move.
- (d) **Claiming Expenses:** Expenses for items and services associated with the relocation such as connection fees for T.V., Hydro, etc., are covered by a lump sum payment of Three Hundred Dollars (\$300.00) in addition to the moving costs which are to be pre-approved by the COMPANY.



- 3. Service Group:** The Association will institute a roster arrangement for Foremen in this group. Employment will be on a rotation basis dependent upon the qualifications, ability and availability of the Foreman for the required employment.

Welfare benefits in accordance with Article 23 and Pension benefits will be maintained for Foremen in this group provided each Foreman makes himself/herself available for employment.

Service Group Foremen must return to their former COMPANY if recalled in their area and make every effort to secure employment with a Member COMPANY in their Area.

Service Group Foremen will be considered to have applied for all posted jobs they are qualified for within their area and accept any corresponding offer. Service Group Foremen not accepting offers of employment will only remain in the Service Group for a maximum of 180 days from date of entering the Service Group.

Where a Service Group Foreman applies for a job posting in his/her area and is not accepted by the COMPANY posting such a job, the 180 days will commence again from the date of his/her rejection. Should the Service Group Foreman be released in the 90 day probation period the 180 days will commence from the date of his/her release. If no posting is forthcoming in the term of the 180 days the time will be extended until another posting in his/her area occurs. Then the foregoing procedure will be repeated. The COMPANY pledges in good faith to evaluate without prejudice the Service Group Foreman's application.

The Parties recognize a Service Group Foreman may not have to apply for some specific jobs due to health reasons. Such exemptions will be mutually agreed and will be substantiated by a doctor's letter.

4. **Definition:**

An “area” is defined as:

- (i) Lower Mainland
- (ii) Vancouver Island
- (iii) Prince Rupert and Port Simpson

“Interchange of Foremen” is defined as:

Foremen described in 1(a) above who are in the employ of another COMPANY covered by this Agreement.

“Associated COMPANIES” is defined as:

Affiliated or Subsidiary COMPANIES.

5. **Despatch:** The principles covering the despatch of pool Foremen are outlined in Addendum #1. The principles covering the despatch of COMPANY Foremen to COMPANY work are outlined in Addendum #2.

## Article 23 FRINGE BENEFITS

- (a) The Welfare arrangements governing Employees covered by the Agreement are as set forth in the Waterfront Foremen's Welfare Agreement and the Waterfront Foremen's Welfare Plan.

Contributions in each year of this Agreement will be as follows:

	April 1, 2007	April 1, 2008	April 1, 2009
Employer Contribution:	\$2.52/hr	\$2.52/hr	\$2.52/hr
Employee Contribution:	\$1.78/hr	\$1.78/hr	\$1.78/hr

- (b) **Clothing Allowance:** The COMPANY shall supply free of charge, all those articles of apparel which a Foreman is required to wear under the terms of COMPANY orders, rules or regulations.

Subject to the foregoing, the Foremen will provide at their expense, such items of working apparel which are required under the terms of the statutes and regulations of Canada and the Province of British Columbia.

- (c) Foremen shall be paid commodity rates specified in the BCMEA/ILWU Canada Agreement when they are supervising Longshore who receive commodity pay.

## Article 24

### TRANSPORTATION AND TRAVELLING TIME

- (a) There shall be no travelling time or transportation allowance within a Foreman's designated homeport.
- (b) When air transportation is provided, the travelling time will be at straight time rates of pay to a maximum of eight (8) hours travel time allowance per day for the actual time spent in travelling to and from a job, and surface transportation will be provided at the outport.
  - (i) The BCMEA on behalf of the Member COMPANIES will arrange for an air travel insurance policy for Accidental Death & Dismemberment in the principle amount of: \$250,000 for Foremen required to travel, at COMPANY direction, on charter or commercial flights. The Air Travel Insurance Policy will include Local 514 Union Officers.

In the event of a conflict between the contract of the carrier and this provision, the terms of the contract of the carrier will govern.

- (c) When surface travel is required, the travelling time allowance will be at one-half (1/2) the straight time rate of pay, as follows:

TRAVELLING TIME  
RETURN TRIP EXPRESSED IN HOURS

	Squamish									
Squamish	-	Port Alberni								
Pt. Alberni	-	Nanaimo / Harmac								
Nanaimo / Harmac	-	6	-	Chemainus						
Chemainus	-	8	3	-	Crofton					
Crofton	-	10	3	1	-	Cowichan Bay				
Cowichan Bay	-	10	4	2	2	-	Victoria			
Victoria	-	14	7	6	5	3	-	Vancouver New West / Deltaport		
Vancouver New West/Deltaport	6 9	18	12	15	15	17	14	-	Woodfibre	
Woodfibre	2	-	-	-	-	-	-	8	-	Ladysmith
Ladysmith	-	8	3	2	2	3	8	15	-	-

- (d) Where surface transportation is not provided and the Foreman uses his/her own vehicle, transportation allowances shall be paid in lieu thereof, as set forth hereunder:

**TRANSPORTATION ALLOWANCE  
RETURN TRIP EXPRESSED IN DOLLARS  
EFFECTIVE APRIL 1, 2007**

	Squamish										
Squamish	-	Port Alberni									
Pt. Alberni	-	Nanaimo / Harmac									
Nanaimo / Harmac	-	51.88	-	Chemainus							
Chemainus	-	73.00	22.12	-	Crofton						
Crofton	-	78.76	27.88	6.76	-	Cowichan Bay					
Cowichan Bay	-	84.52	33.64	12.52	12.52	-	Victoria				
Victoria	-	121.00	70.12	49.00	43.24	37.48	-	Vancouver New West / Deltaport			
Vancouver New West/ Deltaport	40.32 54.72	62.40	24.96	46.08	49.92	78.72	42.24	-	Woodfibre		
Woodfibre	3.84	-	-	-	-	-	-	36.48	-	Ladysmith	
Ladysmith	-	67.24	16.36	6.76	6.76	18.28	54.76	40.32	-	-	

- (e) Where required, ferry transportation may be provided. If ferry transportation is not provided, fares will be paid by the COMPANY.
- (f) Foremen required to reside temporarily in an outport (temporary home port) shall have the following provided:
  - 1. Accommodation
  - 2. **Meal allowances.** Foreman required to reside temporarily in an outport within the following daily time periods shall qualify for meal allowances as follows:

	Effective
	July 13, 1995
Midnight to 11 a.m.	\$12.00
11:00 a.m. to 4:00 p.m.	14.00
4:00 p.m. to Midnight	22.00

- (g) Foremen required to travel to Prince Rupert, Port Simpson, or Stewart from any other port shall receive a travel allowance of eight (8) hours at the straight time base rate. Transportation shall be provided.
- (h) Travelling time does not count as hours worked.
- (i) A Foreman required to work on board a vessel working in the stream shall travel to and from the vessel during regular shift hours or, at the Employer's option, shall be allowed fifteen (15) minutes travelling time at the hourly straight time base rate prior to the start of the shift and following the end of the shift.

- (j) Travelling time between Vancouver Island and Prince Rupert, Port Simpson, Stewart:
  - (i) When Foremen are required by the COMPANY to travel to Prince Rupert, Port Simpson, or Stewart from Vancouver Island in one (1) day they shall be paid in accordance with Article 24(g).
  - (ii) When Foremen are required by the COMPANY to travel to Prince Rupert, Port Simpson, or Stewart over two (2) days they will be paid travelling time from Vancouver Island to Vancouver in addition to their travel allowance entitlement under Article 24(g).
- (k) Layover

Foremen who are required to layover in an outport shall receive eight (8) hours at the straight time base rate of pay.



## Article 25 WAGES

### 1. **Rate:**

- (a) The hourly straight time base rate of wages shall be as follows:

Effective April 1, 2007.....	\$ 42.81
Effective April 1, 2008.....	\$ 44.41
Effective April 1, 2009.....	\$ 46.01

- (b) Effective January 1, 2003 Foremen working, as Head Foremen shall receive a premium of one dollar twenty five cents (\$1.25) per hour. Effective January 1, 2004 Foremen working, as Head Foremen shall receive a premium of one dollar fifty cents (\$1.50) per hour. For overtime hours and premium shifts the appropriate multiple will apply.
- (c) COMPANY pool Foremen working on another COMPANY's job and Service Group Foremen shall be paid a premium of fifty cents (\$0.50) for each hour worked whether straight time or overtime.
- (d) Effective Jan. 1, 1982 to Dec. 21, 1982 all Foremen shall be paid a skill differential of thirty cents (\$0.30) for each hour worked whether straight time or overtime.
- (e) Premiums may be cumulative and payment under one of the above clauses shall not exclude another or others of them.

## 2. **Guarantee:**

Foremen who have completed their probationary period shall be guaranteed minimum quarterly earnings equivalent to the sum earned by 425 hours at straight time. Pool Foremen who have completed their probationary period shall be guaranteed minimum quarterly earnings equal to the sum earned by 475 hours at straight time. All guarantees are subject to the following conditions:

- (a) Earnings and guarantees to be computed on a calendar quarter basis.
- (b) Amounts for periods of less than a calendar quarter shall be pro-rated.
- (c) In calculating earnings in order to see whether a Foreman is entitled to the minimum guarantee and if so, how much, his/her earnings shall include all payments for work including premium payments and all pay for time not worked but excluding annual vacation pay.
- (d)
  - (i) On Thursday of each week each Foreman shall be paid his/her actual earnings of the previous week (Sunday to Saturday) less deductions.
  - (ii) A COMPANY Foreman or a COMPANY Pool Foreman who has completed his/her probationary period who so elects in writing at the beginning of any quarter shall be paid 1/13 of his/her guarantee less deductions on the Thursday of the following week. If for the quarter to date continuation of weekly payments will exceed either the total earnings or the pro-rata portion of his/her guarantee, the COMPANY may reduce proportionately the weekly payments.
  - (iii) Any differences between the guarantee and amounts paid during the quarter shall be paid on the 15th day following completion of the quarter.

- (e) In the event of lay-off, the greater of the pro-rated quarter guarantee or total aggregate earnings will be payable subject to Article 18, within fifteen (15) days.
- (f) When the COMPANY is unable to provide work opportunities due to a strike, lock-out, or any force majeure, the guarantee shall not apply and shall be reduced proportionately for such periods of interruption.
- (g) Foremen not available for work for any reason including annual vacation time shall have their guarantee reduced by pro-rata amount for such periods at a rate of 1/91 per day. Foremen will be notified weekly by their COMPANY of their 1/91 pro-rata charges for the previous week and the accumulated record for the current quarter.

3. **Overtime**

Overtime hours will be paid in accordance with Article 21.

## **Article 26**

### **TRAINING PROGRAM**

In order to qualify Foremen for specific requirements, a training program will be instituted by Employers, except where a tradesman certificate is required. The purpose of this program will be to upgrade the ability of Foremen so that they may be capable of being employed in several capacities and provide an opportunity for equalization of earnings in conformity with Article 12.

#### **Training Program - Skills Enhancement / Designation for pool despatch.**

The Association will develop and implement an Industry Training process pursuant to Article 26 of the Collective Agreement that will achieve two objectives:

1. Enhance the work - related skills of the Foremen;
2. Facilitate the orderly despatch of appropriately qualified Foremen who make their services available to other Employers.

The Training process shall involve the development and delivery of training modules in areas such as:

1. Safety training, ships safety, WHMIS
2. General discipline / grievance management / drug / alcohol abuse awareness
3. Supervisory skills
4. Site specific skills leading to designation / qualification in Ship, Dock, Bulk, Grain, Containers, Maintenance (Electrical, Mechanical, Millwright)

The Parties agree to complete a survey of existing skills / qualifications and a training needs analysis to establish the priority for and resources necessary to develop the training module(s). The survey shall involve all Foremen and be concluded within three (3) months from ratification of the Agreement.

The training module(s) shall be developed utilizing the information gathered from the survey and relevant course material available to the Industry.

A joint committee comprised of equal representation from the Employers and the UNION shall meet to discuss:

- (a) Implementation criteria
- (b) Training content
- (c) Eligibility and priority for trainees
- (d) Designation criteria
- (e) Monitoring criteria.

Notwithstanding the above, nothing shall preclude the COMPANY(s) from implementing specific training programs at their own operations as they see fit.

**Article 27**  
**INDUSTRY COMMITTEE**

A Committee consisting of three (3) members of the British Columbia Maritime Employers Association and three (3) members of the UNION shall be established for the purpose of improving relations between the Parties. The responsibility of the Committee is to deal with all matters as may be referred to it by the Parties.

**Article 28**  
**AUTOMATION PROTECTION PROVISIONS**

In recognition of:

1. The waiver of Sections 52, 54 and 55 of Part I of the Canada Labour Code, and
2. The right of the Employer to retire an Employee at age 62, who is fully qualified under the undermentioned Retiring Allowance Agreement, in the event of technological change or a decline in work opportunity, the Parties agree to enter into a Retiring Allowance Agreement effective from July 13, 1995 to December 31, 1996, signed and sealed the 7th day of June, 1990.

**Article 29**  
**DURATION**

This Agreement shall remain in effect until midnight March 31, 2010 and thereafter from year to year until either Party shall give notice in writing to the other Party of a desire to terminate, change or modify the same at least one hundred twenty (120) days prior to the applicable expiration date.

IN WITNESS WHEREOF the Parties have hereunto caused their official seals to be affixed.

Signed sealed and delivered.

As to the British Columbia Maritime Employers Association on behalf of its members.

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M. LEONARD

As to the International Longshore and Warehouse Union, Ship and Dock Foremen, Local 514.

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F. SCIGLIANO

## RETIRING ALLOWANCE AGREEMENT

This Agreement between the COMPANIES collectively known as the British Columbia Maritime Employers Association (BCMEA) and the International Longshore and Warehouse Union (ILWU), Ship and Dock Foremen, Local 514, is effective from January 1, 1993.

### 1. Eligible Members

There are two categories of Eligible Members, both of whom must be employed under the terms of the BCMEA/ILWU Collective Agreement at the time of their retirement.

- (a) **Category 1** - Employees who have Waterfront Service under the Waterfront Foremen's Pension Plan (WFPP) prior to and including August 1, 1962. Waterfront Service and Creditable Service will be calculated in accordance with the provisions of the WFPP.
- (b) **Category 2** - Employees who have Waterfront Service under the WFPP not prior to August 1, 1962. Until December 31, 1976, Waterfront Service and Creditable Service will be calculated in accordance with the provisions of the WFPP. After December 31, 1976, a year of Creditable Longshore Service or Longshore Waterfront Service will be calculated in accordance with the Retiring Allowance Agreement then in effect between the British Columbia Maritime Employers Association (BCMEA) and the ILWU - Canada. Any other year of service will be calculated in accordance with the provisions of the WFPP.

### 2. Service after Age 65

No Waterfront Service or Creditable Service will be recognized in respect of any calendar year following the calendar year in which an Eligible Member attains age 65.



3. **Proof of Age**

An Eligible Member must submit proof of his/her date of birth satisfactory to the BCMEA before any payment of benefits provided herein shall begin.

4. **Time Limitation**

Application for benefits must be made within one (1) year from date of retirement.

5. **Unresolved Issues**

Any unresolved issue affecting or involving a claim by or the employment status of an Eligible Member shall be decided by a Joint Committee appointed by the Parties, consisting of the Trustees of the WFPP. If a majority of the Committee fail to agree upon a decision, the matter shall be decided in the same manner as an unresolved issue is decided under the terms of the Waterfront Foremen's Pension Agreement.

6. **Assignment**

The assignment of any benefits under this Agreement shall not be permitted.

7. **Provision for Payment**

(a) When eligible for normal retirement under the WFPP, an Eligible Member shall be entitled to a Retiring Allowance upon retirement in a lump sum subject to the following provisions:

(i) With Creditable Service of 25 years or more:

Effective April 1, 2007	\$61,000 + 2,750.00 (Sub Money Allocation)
Effective April 1, 2008	\$63,500 + 2,750.00 (Sub Money Allocation)
Effective April 1, 2009	\$66,000 + 2,750.00 (Sub Money Allocation)

- (ii) With Creditable Service of 15 to 24 years -- one-eleventh (1/11) of:

Effective April 1, 2007	\$61,000 (5,545.00) + 2,750.00 (\$250.00) (Sub Money Allocation)
Effective April 1, 2008	\$63,500 (5,773.00) + 2,750.00 (\$250.00) (Sub Money Allocation)
Effective April 1, 2009	\$66,000 (6,000.00) + 2,750.00 (\$250.00) (Sub Money Allocation)

for each year of service between 14 and 25 years of Creditable Service.

- (iii) With Creditable Service of fourteen (14) years or less -- nil.

- (b) If having attained the age required for early retirement under the WFPP and having fifteen (15) or more years creditable service at that time, an Eligible Member shall be entitled to a Retiring Allowance upon retirement in accordance with 7(a)(i) or (ii) above discounted by the same factors used to calculate early retirement under the WFPP.

Effective January 1, 2003:

If an Eligible Member retires after attaining the age of sixty (60), the Retiring Allowance will not be discounted under the WFPP early retirement factors.

8. **Death**

**Effective January 1, 1997**

- (a) In the event that an Eligible Member, who was at least age fifty-five (55) with at least fifteen (15) years of creditable service at the time of his/her death, should die before receiving any or all of such benefit, such benefit that he/she would have been entitled to had he/she retired at the date of his/her death, shall be paid to his/her beneficiary or estate.
- (b) In the event that a Member dies prior to reaching fifty-five (55) years of age, but has completed at least fifteen (15) creditable years of service, his/her beneficiary or estate will receive the amount to which he/she would have been entitled as if he/she had retired at the age of fifty-five (55).

9. **Retroactivity**

Any Foreman who retired prior to April 2, 1987 will not be entitled to any benefit to which he/she was not previously entitled, resulting from the terms of this Agreement.

10. **Time of Payment**

The benefits herein provided shall be paid by the BCMEA not later than thirty (30) days after the determination of the amount payable.

In witness whereof, the Parties hereto have caused their official seals to be affixed this 16th day of February 2009.

International Longshore and Warehouse Union -- Ship and Dock Foremen -- Local 514:

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F. SCIGLIANO

British Columbia Maritime Employers Association (on behalf of the member COMPANIES):

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M. LEONARD

**FOREMAN WAGE RATES**

**EFFECTIVE APRIL 1, 2007**

	Mon - Fri 0800 - 1630		Mon - Fri 1630 - 0100		Mon - Fri 0100 - 0800		Saturday 0800 - 1630		Saturday 1630-0800 Sunday		General Holidays	
	Foremen	Head - Foremen	Foremen	Head - Foremen	Foremen	Head - Foremen	Foremen	Head - Foremen	Foremen	Head - Foremen	Foremen	Head - Foremen
1 Regular Shift, first shift of double shift normal shift of prolonged shift	42.81	44.31	53.93	56.18	66.61	69.61	54.80	57.05	68.50	71.50	85.62	88.62
2 Meal Hour Penalty - Other than uninterrupted operation	64.21	66.46	80.89	84.27	99.91	104.41	82.20	85.57	102.75	107.25	128.43	132.93
3 Meal Hour Penalty- Uninterrupted operation OR Two Hour Coastwise Cruise Vessel Extension	85.62	88.62	107.86	112.36	133.22	139.22	109.60	114.10	137.00	143.00	171.24	177.24
4 Extended Time - other than shift extension - 1/2 hr min/2 hr max, 1 hr max prior to shift/1 hr max following shift	64.21	66.46	64.21	66.46	66.61	69.61	64.21	66.46	68.50	71.50	85.62	88.62
5 Shift Extension - 1 hour	64.21	66.46	80.89	84.27	99.91	104.41	82.20	85.57	102.75	107.25	128.43	132.93
6 Shift Extension - 3 hr min after 6:00 pm Day shift only	85.62	88.62					109.60	114.10	102.75	107.25	128.43	132.93
7 Prolonged Shift - hours in excess of normal shift, second shift of double shift	85.62	88.62	85.62	88.62	85.62	88.62	85.62	88.62	85.62	88.62	85.62	88.62
8 Meal Hour and Shift Extension on Double Shift	128.43	132.93	128.43	132.93	128.43	132.93	128.43	132.93	128.43	132.93	128.43	132.93
9 Travel Time - 1/2 straight time	21.40	21.40	21.40	21.40	21.40	21.40	21.40	21.40	21.40	21.40	21.40	21.40
10 Travel Time - straight time	42.81	42.81	42.81	42.81	42.81	42.81	42.81	42.81	42.81	42.81	42.81	42.81
11 Pool foremen - add \$0.50 per hour to every rate above except #9 and #10 travel time												
12 Meal Allowance												

**\$17.00**

**FOREMAN WAGE RATES**

**EFFECTIVE APRIL 1, 2008**

	Mon - Fri 0800 - 1630		Mon - Fri 1630 - 0100		Mon - Fri 0100 - 0800		Saturday 0800 - 1630		Saturday 1630-0800		General Holidays	
	Foremen		Foremen		Foremen		Foremen		Foremen		Foremen	
	Head	Foremen	Head	Foremen	Head	Foremen	Head	Foremen	Head	Foremen	Head	Foremen
1	44.41	45.91	55.95	58.20	69.10	72.10	56.84	59.09	71.06	74.06	88.82	91.82
2	66.61	68.86	83.92	87.30	103.65	108.15	85.26	88.63	106.59	111.09	133.23	137.73
3	88.82	91.82	111.90	116.40	138.20	144.20	113.68	118.18	142.12	148.12	177.64	183.64
4	66.61	68.86	66.61	68.86	69.10	72.10	66.61	68.86	71.06	74.06	88.82	91.82
5	66.61	68.86	83.92	87.30	103.65	108.15	85.26	88.63	106.59	111.09	133.23	137.73
6	88.82	91.82					113.68	118.18	106.59	111.09	133.23	137.73
7	88.82	91.82	88.82	91.82	88.82	91.82	88.82	91.82	88.82	91.82	88.82	91.82
8	133.23	137.73	133.23	137.73	133.23	137.73	133.23	137.73	133.23	137.73	133.23	137.73
9	22.20	22.20	22.20	22.20	22.20	22.20	22.20	22.20	22.20	22.20	22.20	22.20
10	44.41	44.41	44.41	44.41	44.41	44.41	44.41	44.41	44.41	44.41	44.41	44.41
11	Pool foremen - add \$0.50 per hour to every rate above except #9 and #10 travel time											
12	Meal Allowance											

**\$17.00**

**FOREMAN WAGE RATES**

**EFFECTIVE APRIL 1, 2009**

	Mon - Fri 0800 - 1630		Mon - Fri 1630 - 0100		Mon - Fri 0100 - 0800		Saturday 0800 - 1630		Saturday 1630-0800 Sunday		General Holidays	
	Foremen	Head - Foremen	Foremen	Head - Foremen	Foremen	Head - Foremen	Foremen	Head - Foremen	Foremen	Head - Foremen	Foremen	Head - Foremen
1 Regular Shift, first shift of double shift normal shift of prolonged shift	46.01	47.51	57.96	60.21	71.59	74.59	58.89	61.14	73.62	76.62	92.02	95.02
2 Meal Hour Penalty - Other than uninterrupted operation	69.01	71.26	86.94	90.31	107.38	111.88	88.33	91.71	110.43	114.93	138.03	142.53
3 Meal Hour Penalty- Uninterrupted operation OR Two Hour Coastwise Cruise Vessel Extension	92.02	95.02	115.92	120.42	143.18	149.18	117.78	122.28	147.24	153.24	184.04	190.04
4 Extended Time - other than shift extension - 1/2 hr min/2 hr max, 1 hr max prior to shift/1 hr max following shift	69.01	71.26	69.01	71.26	71.59	74.59	69.01	71.26	73.62	76.62	92.02	95.02
5 Shift Extension - 1 hour	69.01	71.26	86.94	90.31	107.38	111.88	88.33	91.71	110.43	114.93	138.03	142.53
6 Shift Extension - 3 hr min after 6:00 pm Day shift only	92.02	95.02					117.78	122.28	110.43	114.93	138.03	142.53
7 Prolonged Shift - hours in excess of normal shift, second shift of double shift	92.02	95.02	92.02	95.02	92.02	95.02	92.02	95.02	92.02	95.02	92.02	95.02
8 Meal Hour and Shift Extension on Double Shift	138.03	142.53	138.03	142.53	138.03	142.53	138.03	142.53	138.03	142.53	138.03	142.53
9 Travel Time - 1/2 straight time	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
10 Travel Time - straight time	46.01	46.01	46.01	46.01	46.01	46.01	46.01	46.01	46.01	46.01	46.01	46.01
11 Pool foremen - add \$0.50 per hour to every rate above except #9 and #10 travel time												
12 Meal Allowance												\$17.00

## **ADDENDUM #1**

### **GENERAL PRINCIPLES COVERING DESPATCH OF FOREMEN AMONG COMPANIES ON THE LOWER MAINLAND, VANCOUVER ISLAND AND PRINCE RUPERT.**

- (1) The Parties will institute a Central Pool Despatch, to be operated by the BCMEA, which will co-ordinate the Despatch in an orderly manner of pool interchange Foremen on the Lower Mainland and Vancouver Island.

Service Group Foremen will be despatched from the Central Despatch prior to pool Foremen.

The new Central Pool Despatch will be functional within 90 days of signing of the Collective Agreement.

- (2) The Prince Rupert Despatch will continue to be carried out by the Prince Rupert member COMPANIES.
- (3) A joint committee consisting of three representatives from the UNION and three representatives from the EMPLOYERS (or a number otherwise agreed upon) will be established to review on a quarterly basis, or as required, the despatch operations.

This committee will be empowered to identify and correct areas of conflict, inequity, or difficulty in the operation of the despatch.

It will also review pool activity at the end of each quarter to ensure pool work opportunity is being distributed in a fair and equitable manner between the COMPANIES and the Foremen. Where comparable skills and experience are available within each port area and department the concept of low COMPANY out, then low Foreman out using the COMPANIES current accepted system for assignment of their pool Foremen, will be followed.

The committee will insure that both the COMPANIES and the individual Foremen fully live up to their responsibilities outlined in this document.

- (4) The COMPANIES will telephone the Central Pool Despatch by 1130 giving an indication for the following three shifts. (i.e. 1630 - 0100 and the 0800 the following day.)
  - (a) number of pool interchange Foremen they may require by location of job site and by category.
  - (b) number of pool interchange Foremen they may have available by location and by category.
- (5) The COMPANIES will confirm orders with the Central Pool Despatch respecting items 4(a) and (b) above as soon as possible after the Longshore Cancellation times.
- (6) The Central Pool Despatch will indicate to the COMPANIES requiring interchange Foremen which COMPANY or COMPANIES to telephone and the number of Foremen available in that COMPANY.
- (7) The COMPANY or COMPANIES requiring pool interchange Foremen will telephone the COMPANY or COMPANIES indicated in item 4 above and order Foremen, indicating to which job they are to report and the starting time of the shift they are reporting to.
- (8) Where comparable skills and experience are available each COMPANY will give orders to its own COMPANY Foremen on the basis of "low Foreman out first" to pool work.
- (9) "Order times" will be adhered to as closely as possible but will not be restrictive. A Foreman can be ordered anytime, however he/she will be paid from the appropriate starting time of the shift involved. It is agreed the purpose of this section is not intended to circumvent the order and cancellation times chart and will be used to facilitate extenuating circumstances which may arise unexpectedly.
- (10) At times of congestion it is agreed that orders for Foremen can be given subject to the availability of scratch gangs or men. The fulfilling or otherwise of orders for longshore is normally completed at 1545 for 1630 and 0100 shifts and 0730 for the 0800 shifts. Foremen will be notified as soon after these times as is practicable.



- (11) A Foreman wishing to book off for any or all of the next three shifts (1630 - 0100 - 0800) must obtain COMPANY approval and inform his/her COMPANY despatch by 1030. If he/she is not going to be available during the order and cancellation times, he/she will contact his/her COMPANY despatch and make suitable alternate arrangements to receive his/her orders.

Book offs in excess of the above will also be at the discretion of the COMPANY concerned.

- (12) Pool Foremen are to make themselves available in all categories for which they are qualified in the pool interchange and will accept despatches to any and all COMPANIES as and when required. Pool Foremen refusing a pool despatch will be suspended for a twenty-four (24) hour period commencing from the first shift refused.
- (13) As a general rule available pool interchange Foremen with the necessary qualifications and ability will be despatched on the basis of drawing them from their nearest designated homeport.
- (14) The Central Pool Despatch will institute an information tape regarding pool activity.
- (15) Foremen who are working from the pool and are not required by their COMPANY, may be called back to a job they were on:
- (a) to finish a ship
  - (b) to terminal work related to finishing a ship
  - (c) to dock work up to but not beyond the shift starting at 1630 Saturday.
- (16) The Parties shall both have access to all despatch information upon request.
- (17) Order and cancellation times shall be governed by the Order and Cancellation Times Chart.

**ORDER AND CANCELLATION TIMES  
LOWER MAINLAND - VANCOUVER ISLAND - PRINCE RUPERT**

	<b>LONGSHORE</b>		<b>FOREMEN</b>	
Shift	ORDER	CANCEL	ORDER	CANCEL
	<b>DEEP SEA SHIP</b>		<b>DEEP SEA SHIP</b>	
0800	1600 previous day	1600 previous day	1500 to 1700 previous day	1730 previous day
1630	1200 same day	1300 same day	1200 to 1400 same day	1400 same day
0100	1200 previous day	1300 previous day	1200 to 1400 previous day	1400 previous day
	<b>SQUAMISH</b>		<b>SQUAMISH</b>	
0800	1430 previous day	1600 previous day	1500 to 1700 previous day	1730 previous day
1630	1200 same day	1300 same day	1200 to 1400 same day	1400 same day
0100	1200 previous day	1300 previous day	1200 to 1400 previous day	1400 previous day
	<b>COASTWISE</b>		<b>COASTWISE</b>	
0700	1600 previous day	1745 previous day	1500 to 1700 previous day	1800 previous day
0800	0700 same day	0700 same day	1500 to 1700 previous day	0700 same day
1200				
1300				
1600	1200 same day	1220 same day	Up to 1230 same day	Up to 1230 same day
1700	1515 same day	1530 same day	Up to 1530 same day	Up to 1530 same day
2400	1515 same day	1530 same day	Up to 1530 same day	Up to 1530 same day
0100	1515 previous day	1530 previous day	Up to 1530 previous day	Up to 1530 previous day
	<b>ALL WORK</b>		<b>ALL WORK</b>	
	1300 AND 0800 December 26th and January 2nd			
0100			1200 to 1400	1400
0800	1300 Dec. 24th and Dec. 31st.		Dec. 24th and Dec. 31st	
	<b>WAREHOUSE</b>		<b>WAREHOUSE</b>	
0800	0600 to 0700 same day		0600 to 0715 same day	
1630	1200 to 1300 same day		1200 to 1400 same day	1400 same day
0100	1200 previous day		1200 to 1400 previous day	1400 previous day
	<b>VANCOUVER ISLAND</b>		<b>VANCOUVER ISLAND &amp; PRINCE RUPERT</b>	
0800	1530 previous day	1600 previous day	1500 to 1700 previous day	Up to 1700 previous day
1630	1130 same day	1200 same day	1200 to 1300 same day	Up to 1300 same day
0100	1130 previous day	1200 previous day	1200 to 1300 previous day	Up to 1300 previous day

## **ADDENDUM #2**

### **PRINCIPLES REGARDING THE DESPATCH OF COMPANY FOREMEN TO COMPANY WORK**

Subject to Foremen with the necessary qualifications, ability, and being available, the COMPANY shall despatch Foremen using the following guidelines:

- (a) When despatching Foremen the COMPANY will utilize Article 12(a); however where a Foreman requests, the COMPANY will endeavour, where reasonable to broaden the opportunity for him/her to work on various shifts and types of work within his/her port area and department.
- (b) A COMPANY who cannot supply work to its own Foremen will check the available Foremen into the pool prior to 1130 for employment with another COMPANY. Notwithstanding the foregoing the first obligation of a Foreman will be to his/her COMPANY.
- (c) Foremen shall have made available to them and their representatives all pertinent despatch information they may require to determine if they are being equalized in a fair and just manner.
- (d) Hours of work including the despatch system shall be available to the Foremen upon request.
- (e) Order and cancellation times shall be governed by the Order and Cancellation Times Chart.

**ORDER AND CANCELLATION TIMES**  
**LOWER MAINLAND - VANCOUVER ISLAND - PRINCE RUPERT**

	<b>LONGSHORE</b>		<b>FOREMEN</b>	
Shift	ORDER	CANCEL	ORDER	CANCEL
	<b>DEEP SEA SHIP</b>		<b>DEEP SEA SHIP</b>	
0800	1600 previous day	1600 previous day	1500 to 1700 previous day	1730 previous day
1630	1200 same day	1300 same day	1200 to 1400 same day	1400 same day
0100	1200 previous day	1300 previous day	1200 to 1400 previous day	1400 previous day
	<b>SQUAMISH</b>		<b>SQUAMISH</b>	
0800	1430 previous day	1600 previous day	1500 to 1700 previous day	1730 previous day
1630	1200 same day	1300 same day	1200 to 1400 same day	1400 same day
0100	1200 previous day	1300 previous day	1200 to 1400 previous day	1400 previous day
	<b>COASTWISE</b>		<b>COASTWISE</b>	
0700	1600 previous day	1745 previous day	1500 to 1700 previous day	1800 previous day
0800	0700 same day	0700 same day	1500 to 1700 previous day	0700 same day
1200				
1300				
1600	1200 same day	1220 same day	Up to 1230 same day	Up to 1230 same day
1700	1515 same day	1530 same day	Up to 1530 same day	Up to 1530 same day
2400	1515 same day	1530 same day	Up to 1530 same day	Up to 1530 same day
0100	1515 previous day	1530 previous day	Up to 1530 previous day	Up to 1530 previous day
	<b>ALL WORK</b>		<b>ALL WORK</b>	
	1300 AND 0800 December 26th and January 2nd			
0100			1200 to 1400	1400
0800	1300 Dec. 24th and Dec. 31st.		Dec. 24th and Dec. 31st	
	<b>WAREHOUSE</b>		<b>WAREHOUSE</b>	
0800	0600 to 0700 same day		0600 to 0715 same day	
1630			1200 to 1400 same day	1400 same day
0100			1200 to 1400 previous day	1400 previous day
	<b>VANCOUVER ISLAND</b>		<b>VANCOUVER ISLAND &amp; PRINCE RUPERT</b>	
0800	1530 previous day	1600 previous day	1500 to 1700 previous day	Up to 1700 previous day
1630	1130 same day	1200 same day	1200 to 1300 same day	Up to 1300 same day
0100	1130 previous day	1200 previous day	1200 to 1300 previous day	Up to 1300 previous day

## **APPENDIX 1**

### **Supplemental Agreements**

- A. Pacific Coast Terminals Co. Ltd., Squamish Terminals Limited and Kinder Morgan Canada Terminals ULC (the COMPANIES) have given notice to the UNION that their Continuation Agreements will terminate on January 1, 1993, the effective date of a new Collective Agreement.

These Continuation Agreements are defined as:

1. Kinder Morgan Canada Terminals ULC and Local 514, Memorandum of Agreement Regarding Continuation of Existing Hours of Work, Pay Practices and Duties, dated July 18, 1992, Continuation Agreement, page 1;
2. Pacific Coast Terminals Co. Ltd. and Local 514, Memorandum of Agreement Regarding Hours of Work and Rates of Pay, dated April 2, 1992, Section C;
3. Squamish Terminals Limited and Local 514, Memorandum of Agreement Regarding Hours of Work and Rates of Pay, dated May 28, 1992, Continuation Agreement, page 4.

B. The Parties Agree as follows:

1. The Continuation Agreements defined in Section A of this Appendix are terminated.
2. Either Party may give notice to renegotiate the terms of the Memorandum of Agreement listed in Section A. After the notice is issued, the COMPANY and the UNION will negotiate in good faith to agree on new terms of the Memorandum. Negotiations will be conducted between the COMPANY involved and the UNION.
3. If the Parties to the negotiations are unable to agree on a revision to one of the Memorandum of Agreement within sixty (60) calendar days of the notice to renegotiate, either Party may refer the matter to Expedited Arbitration under the term of this Appendix.

4. In the case of Vancouver Wharves Ltd., the arbitration chaired by Dr. Mark Thompson which commenced on October 4, 1994 will continue. If the award in that arbitration alters the Site Manning and Hours of Work practices submitted by the COMPANY September 22, 1993, the modified Agreement will be deemed to be the re-negotiated Memorandum of Agreement referred to in Section B, paragraph 6.
5. Expedited Arbitration in the case of Pacific Coast Terminals Co. Ltd. and Squamish Terminals Limited and Kinder Morgan Canada Terminals ULC means an arbitration between a COMPANY and the UNION under the following procedure:
  - a) The arbitration will be chaired by one of the Industry Arbitrators named in the letter of Agreement attached to the Collective Agreement between these Parties. The arbitrator selected will be the arbitrator who is able to provide the earliest hearing date or whose is agreed to for an individual case by the Parties.
  - b) The arbitration will be set down in the Lower Mainland.
  - c) The arbitration will be scheduled to begin within fifteen (15) days of referral. The Arbitrator will issue an award within fifteen (15) days of the conclusion of the hearing, or such other period as the Parties mutually agree.
  - d) The arbitration is an evidentiary hearing at which the Parties may adduce evidence, cross-examine witnesses and make submissions.
  - e) The arbitration award must be consistent with the terms of the Collective Agreement.
  - f) The arbitration will cover manning, pay practices and hours of work/work schedule practices.
  - g) The Arbitrator will have jurisdiction to issue an award on manning practices consistent with the provisions of Article 11 of the Collective Agreement.

- h) The Arbitrator will have jurisdiction to issue an award on pay practices and hours of work/work schedule practices based on the reasonableness of the positions of each Party.
  - i) The decision of the Arbitrator will be binding on the Parties.
6. While the Collective Agreement is in effect, Pacific Coast Terminals Co. Ltd., Squamish Terminals Limited and Kinder Morgan Canada Terminals ULC may only change agreed upon or arbitrated manning, pay practices and hours of work / work schedule practices for bona fide operational reasons, in accordance with the Collective Agreement. When operational reasons are temporary, the changes sought may be temporary.
- a) The COMPANY affected will notify the UNION at least sixty (60) days before the date on which the change is to take place; and
  - b) After notice has been given, the COMPANY and the UNION will endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
    - i) consideration of alternatives to the proposed change, including amendment of provisions of the Collective Agreement;
    - ii) human resource planning and Employee counselling and retraining;
    - iii) notice of termination
    - iv) severance pay
    - v) entitlement to pensions and other benefits, including early retirement benefits;
    - vi) a bipartite process for overseeing the implementation of the adjustment plan.

- c) If after meeting in accordance with paragraph 6(b)
- i) the Parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement, or
  - ii) the Parties are unable to agree on an adjustment plan, the COMPANY has the right to make the change in question. The UNION has the right to grieve the change on the grounds that it violates this Article or the Collective Agreement. The grievance will be referred to Expedited Arbitration as set out in Section 5 of this Appendix. The Arbitrator will have the authority to determine if the change meets the standard in Section 6 of this Appendix and to order implementation of an adjustment plan according to the standards of Section 6(b) of this Appendix.



**Appendix 2**

**SUPPLEMENTAL AGREEMENT  
BETWEEN:**

**DP WORLD (CANADA) INC.  
("COMPANY")**

**AND:**

**INTERNATIONAL LONGSHORE  
AND WAREHOUSE UNION  
SHIP AND DOCK FOREMEN LOCAL 514  
("UNION")**

April 1, 2007 to March 31, 2010

**Article 1**  
**PURPOSE OF AGREEMENT**

- (a) It is the intent and purpose of the Parties hereto to set forth the basic Appendix covering rates of pay, hours of work and conditions of employment of Despatcher or Ship Planner in the capacities as named in the Canada Industrial Relations Board Certification.
- (b) The representatives of the COMPANY and the UNION shall provide each other with such advance notice as is reasonable under the circumstances of all matters of importance in the administration of the terms of this Appendix including new industry operations, changes or innovations affecting the relations between the Parties.

**Article 2**  
**SCOPE AND RECOGNITION**

- (a) The COMPANY recognizes the UNION as the sole collective bargaining agent for all Despatchers or Ship Planners employed by the COMPANY.
- (b) Except as otherwise provided herein, Despatchers or Ship Planners will continue to discharge all duties performed by them prior to this Appendix.

### **Article 3**

## **RESERVATION OF COMPANY RIGHTS**

It is the exclusive function of COMPANY, subject to the terms and conditions of this Appendix, to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, discharge, transfer, promote, demote or discipline Despatchers or Ship Planners, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a Despatcher or Ship Planner has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) generally to manage the industrial enterprise in which the COMPANY is engaged, and without restricting the generality of the foregoing, to determine the number and location of operations, the products to be handled, the methods of operating, schedules of production, kinds and location of machines, tools, equipment and gear to be used, and operating processes, and to determine and establish standards of performance;
- (d) The COMPANY may establish from time to time rules and regulations governing Despatchers or Ship Planners covered by this Appendix, providing that such rules and regulations are:
  - (i) not inconsistent with the provisions of this Appendix;
  - (ii) clear and precise;
  - (iii) not unreasonable nor discriminatory;
  - (iv) communicated to the Despatchers or Ship Planners before implementation.

## **Article 4**

### **JOB POSTING AND RECRUITMENT**

- (a) Before posting a vacancy for a Despatcher or Ship Planner, the COMPANY will notify the UNION, in writing, of its intention to do so and will provide a copy of the posting to the UNION electronically or via fax.

Where deemed necessary, and within (3) three days (excluding Saturday, Sunday and Holidays) of providing the posting to the UNION, either party may request a meeting for the purpose of discussing any questions relating to the contents of the posting. Where such a meeting is requested, it shall be held within (3) three days (excluding Saturday, Sunday and Holidays) of the request.

The COMPANY will subsequently post the vacancy and will also provide a copy of the posting to Local 514 who will post it with all ILWU Canada Locals.

The COMPANY will consider all suitable applicants. Where the COMPANY uses aptitude tests or other tests as part of the selection process, it agrees that the tests shall be designed and administered fairly and impartially.

The COMPANY reserves to itself the right to make the final decision of who to hire for a vacant Despatcher or Ship Planner position.

- (b) Should the COMPANY be unable to obtain a suitable Despatcher or Ship Planner as a result of the posting provided for in section (a), it will so advise the UNION, and will at the same time give to the UNION the reasons for its decision in writing where requested.
- (c) Probationary period for all new Despatchers and Ship Planners shall not extend for more than ninety (90) days.

- (d) The UNION is to be advised in writing of all new Despatchers and Ship Planners hired within three (3) weekdays of acceptance of employment.
- (e) Newly hired Despatchers or Ship Planners will be given adequate orientation which will include, but is not limited to, an overview of the COMPANY's requirements and expectations, administrative processes where appropriate, site safety procedures, and other relevant information.

## **Article 5**

### **UNION SECURITY**

- (a) Despatchers or Ship Planners hired during the term of this Appendix must become members of the UNION within ninety (90) days and must maintain their membership in good standing as a condition of employment.
- (b) Any Despatcher or Ship Planner who voluntarily becomes a member of the UNION must maintain their membership in good standing as a condition of employment.
- (c) All Despatchers or Ship Planners shall be required as a condition of employment to pay to the UNION the equivalent of monthly UNION dues and periodic assessments applying to all members covered by this Appendix.
- (d)
  - (i) The COMPANY shall provide the UNION, once annually, with a list of all their Despatchers or Ship Planners showing name, date of hire, address and telephone number.
  - (ii) The COMPANY shall provide the UNION with copies of all written warnings, suspensions and discharges.
  - (iii) Upon request, Despatchers or Ship Planners will have access to their own personnel records.

**Article 6**  
**MANAGEMENT/UNION COMMITTEE**

There shall be a Management/UNION Committee. Such Committee may be composed of up to three (3) members designated by the COMPANY and up to three (3) members designated by the UNION, each with equal representation.

The Committee shall meet within three (3) days, exclusive of weekends and recognized holidays, at the request of either Party. The Parties each pledge in good faith to deal with all matters pertaining to this Appendix referred to the Committee.

## **Article 7**

### **GRIEVANCE PROCEDURE**

- (a) Any question as to the interpretation, administration or alleged violation of this Appendix may be taken up by either Party as a grievance.
- (b) Pending the investigation and settlement of any grievance, work shall continue to be performed, except as provided under "Safety" - Article 9.
- (c) The Parties pledge in good faith to co-operate with each other in order that a just and speedy resolve be obtainable in all grievances referred to this Article.

#### **Procedure:**

##### **Step 1**

Any Despatcher or Ship Planner who considers he has been aggrieved shall firstly discuss the situation with his immediate superior with or without his UNION representative. Failing resolution, the grievance may be forwarded to Step 2 within three (3) days from the date the grievance was first discussed with his immediate superior, exclusive of Saturdays, Sundays and holidays.

##### **Step 2**

Any grievance coming from Step 1 to Step 2 shall be in writing and signed by the aggrieved Despatcher or Ship Planner. The COMPANY representative shall meet with the aggrieved Despatcher or Ship Planner or Despatchers or Ship Planners and his/her UNION representative within five (5) days from the date the grievance was received at Step 2 exclusive of Saturdays, Sundays and holidays. The COMPANY representative shall render his/her decision in writing within five (5) days of the Step 2 meeting exclusive of Saturdays, Sundays and holidays. Failing resolution, the grievance may be referred to Step 3 within five (5) days from the date the COMPANY decision was given.



### **Step 3**

Any grievance coming from Step 2 shall be in writing and shall be dealt with by the Committee named in Article 6 of this Appendix within ten (10) days exclusive of Saturday, Sunday and holidays. If, after discussion at this level no resolution of the grievance is reached within ten (10) days from the date the grievance was received at Step 3, the grievance may be sent by either Party to Step 4 - Arbitration.

### **UNION and COMPANY Grievances**

A grievance of the UNION or the COMPANY involving any question as to the interpretation, application, administration or alleged violation of this Appendix shall be in writing signed by the aggrieved Party and may be processed starting at Step 3 and the Parties shall meet within ten (10) days from the date of the letter, excluding Saturday, Sunday and holidays. Failing resolution, within ten (10) days from the date the grievance was received at Step 3, it may be sent by either Party to Step 4 – Arbitration following the final Step 3 meeting.

### **Step 4 - Arbitration**

- (a) If a grievance is not settled by the application of the preceding steps either Party may apply to the Arbitrator for a mutually agreed upon date, such application to be made within ten (10) calendar days from the date of the final Step 3 meeting.
- (b) The COMPANY and the UNION shall select an Arbitrator from the list of four (4) industry arbitrators to hear and render a decision on the matter in dispute.
- (c) Once an arbitrator has been selected, the Arbitrator shall convene a hearing, consider the submissions of the Parties and render his/her decision within fifteen (15) days from the conclusion of the hearing(s).
- (d) The decision of the Arbitrator shall be final and binding upon the Parties.

- (e) Fees and expenses incurred by the Arbitrator shall be borne equally by the UNION and the COMPANY unless the Arbitrator otherwise orders.
- (f) In the event that either of the Parties has advanced a grievance to arbitration and the Parties are unable to agree on the selection of an Arbitrator, the following process will be used:
- (i) The names of the Industry Arbitrators will be placed in a receptacle and drawn one at a time.
  - (ii) The first drawn will be marked #1, the second will be marked #2 and so on.
  - (iii) The Arbitrator drawn #1 shall be assigned the hearing of the grievance.
  - (iv) If the Arbitrator drawn #1 is not available to commence the case within 4 months from the date drawn, (or in the case of a discharge from employment, 2 months) the case shall be assigned to the Arbitrator #2 and so on. These time limits may be amended by mutual agreement.
  - (v) The Parties pledge in good faith to maintain the integrity of the process consistent with the provisions, spirit and intent of Article 7 of this Appendix.

**Arbitrators:**

- Robert Pekeles
  - Robert Blasina
  - Colin Taylor
  - \_\_\_\_\_
- (g) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Appendix, or to alter, modify or amend any part of this Appendix. The decision of the Arbitration shall be final and binding on the Parties hereto.

- (h) In the matter of discipline the sole Arbitrator may sustain, revoke or alter a penalty. In the event the UNION's grievance is sustained where a Despatcher or Ship Planner has been suspended, demoted or dismissed, he/she shall be re-instated with full compensation or such lesser sum for time lost as in the opinion of the Arbitrator is just and equitable.

In determining penalties, neither the Parties nor the Arbitrator shall consider offences which predate by three (3) years or more the date of the current offence.

- (i) It is the intent of this grievance procedure to deal with disputes speedily and equitably, and it is understood and agreed that if any step in the grievance procedure is not taken by the aggrieved party within the time limits to this Appendix, or within such extensions as may be agreed, the grievance shall be deemed to be abandoned or to have been satisfied at the last step.

## **Article 8**

### **CESSATION OF WORK**

- (a) The UNION and its members agree that they will not cause, authorize or sanction, nor will the UNION permit its members to cause or take part in any sit-down, or slow-down in any department or any strike or stoppage of any of the COMPANY's operations or any curtailment of work or restriction or interference with production or any picketing of the COMPANY's premises during the term of this Appendix.
- (b) The COMPANY agrees that it will not cause or sanction a lockout during the term of this Appendix.
- (c) The COMPANY does not expect Despatchers or Ship Planners to cross a legal picket line, but should a picket line, whether legal or illegal be established, the UNION undertakes and agrees to co-operate with the COMPANY in an attempt to have the picket line removed and, in any event, to ensure a safe and orderly shutdown of the COMPANY's operation. The UNION agrees that Despatchers or Ship Planners may stay behind a picket line long enough to ensure such safe and orderly shutdown.

## **Article 9**

### **SAFETY**

- (a) Where it exercises direct control the COMPANY agrees to provide such reasonable safety equipment, sanitary facilities and places of work as shall be consistent with safe working practices and the type of work performed by Despatchers or Ship Planners covered by this Appendix.
- (b) A Despatcher or Ship Planner will not be required to work under abnormal circumstances that would endanger health or safety.
- (c) It is the obligation of the Parties to review objectively, safety dispute items for immediate disposition and resolution.

## **Article 10**

### **PENSIONS**

- (a) The COMPANY agrees to provide a Money Purchase Pension Plan or Group RRSP to permanent full-time Despatchers and Ship Planners which corresponds to the following:
- (i) Subject to the Pension Plan or Group RRSP Plan text, contributions and terms will be as follows:
- Despatcher and Ship Planner Members of the Plan are required to contribute, by payroll deduction 4% of all earnings;
  - The COMPANY will contribute 6% earnings;
  - Despatcher and Ship Planner Members may elect to make voluntary RRSP contributions. The COMPANY will not match these contributions;
  - Total employee, employer, and RRSP contributions will not exceed the maximum prescribed by the Income Tax Act;
  - Despatcher and Ship Planner Members cannot withdraw contributions to the Plan while in service of the COMPANY;
  - Normal retirement age is on the first day of the month following the member's 65th birthday.

## **Article 11 MANNING**

The COMPANY shall determine the number of Despatchers and Ship Planners to be employed and the manner in which the work is to be performed. This includes increasing or decreasing the number of Despatchers and Ship Planners at anytime as required by the COMPANY. However, the COMPANY will at all times ensure that the duties of the Despatchers and Ship Planners is manageable and their responsibility is reasonable.

## **Article 13 UNION MEETING NIGHT**

On regular monthly meeting nights, work will cease at 4:30 p.m. but a one (1) hour extension will be permitted to finish a ship to shift or sail or for other necessary duties. These meetings shall not interfere with Despatchers and Ship Planners carrying out necessary duties.

UNION meeting nights will coincide with UNION meeting nights of ILWU-Canada/BCMEA Collective Agreement.

## **Article 14 UNION NOTICES**

COMPANY designated bulletin boards may be used for UNION notices and bulletins.

## **Article 15**

### **JURY DUTY AND BEREAVEMENT LEAVE**

When a Despatcher or Ship Planner is unavailable by virtue of Jury Duty, Coroner's Court Duty or Bereavement Leave, the following shall apply:

(a) **Supreme Court and Coroner's Court Duty**

A Despatcher or Ship Planner will be entitled to payment for Supreme Court Jury or Coroner's Court Duty on the following basis:

1. Payment will be only made for days actively engaged in Jury selection, sitting on Supreme Court Jury Duty or Coroner's Court Duty.
2. A Despatcher or Ship Planner will receive a per diem payment for days actively engaged in Jury selection, sitting on Supreme Court Jury Duty or Coroner's Court Duty equivalent to his/her base annual salary divided by 260 days and multiplied by the number of days on jury leave, less the wage portion of the daily reimbursement from the Supreme Court or Coroner's Court.

(NOTE: SEE LETTER OF APRIL 25, 1994)

(b) **Bereavement Leave**

Where a death occurs in a Despatcher or Ship Planner's family (spouse, mother, father, step-mother, step-father, son, daughter, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, or any relative who is permanently residing with the Despatcher or Ship Planner or with whom he/she resides), a Despatcher or Ship Planner upon request will be granted three (3) days leave with pay equivalent to his/her base annual salary divided by 260 days and multiplied by three. Such days must be taken off within ten (10) days of death and one (1) day shall include the day of Funeral.



**Article 16**  
**LEAVE OF ABSENCE**

The COMPANY may grant leave of absence to a Dispatcher or Ship Planner on application. Time off up to a maximum of six (6) months will be included for seniority purposes. A Dispatcher or Ship Planner will be permitted wherever possible to pay the premiums required to maintain benefits.

**Article 17**  
**UNION ACTIVITY**

Full protection of seniority benefits and restoration of job to be afforded any Dispatcher or Ship Planner taking a UNION post.

**Article 18**  
**LAY-OFF**

- (a) If lay-off is necessary, it will be implemented in an orderly fashion taking into account the qualifications of the Dispatcher or Ship Planner, the requirements of the COMPANY, and COMPANY service as a Dispatcher or Ship Planner. Dispatchers and Ship Planners shall be recalled to work on the same basis.
- (b) In the event of a lay-off, one month's written notice shall be delivered to any affected Dispatchers or Ship Planners.
- (c) Seniority for a Ship Planner or Dispatcher shall commence as of the date of hire with the COMPANY.

## **Article 19**

### **VACATIONS WITH PAY**

- (a) Paid vacation is earned during each month of employment. The vacation earned is taken as paid leave of absence during the next calendar year in which it is earned. So far as is possible, the COMPANY shall schedule vacations for the period that is most desirable for the Despatcher or Ship Planner. The COMPANY will not unreasonably deny the request of a Despatcher or Ship Planner to change his/her scheduled vacation. The COMPANY reserves the final right to determine the scheduling of vacations.
- (b) A newly hired Despatcher or Ship Planner shall work to December 31st of his/her initial year of employment without taking any paid vacation leave. The newly hired Despatcher or Ship Planner will become entitled to paid vacation leave January 1st of the calendar year immediately following his/her date of employment.
- (c) All vacation days earned in the prior year must be taken during the subsequent twelve-month period. A Despatcher or Ship Planner who has received approval to defer their vacation will have until February 28 of the year to take such vacation. Otherwise, it will be paid out by March 31st.
- (d) Despatchers and Ship Planners who have not received approval to defer their vacation will be paid out any unused vacation entitlement by January 31st. Please refer to Vacation Accrual Table on the following page.

## Vacation Accrual Table

Hire Date	15 Days	20 Days	25 Days	30 Days
2009	2009	2016	2023	2033
2008	2008	2015	2022	2032
2007	2007	2014	2021	2031
2006	2006	2013	2020	2030
2005	2005	2012	2019	2029
2004	2004	2011	2018	2028
2003	2003	2010	2017	2027
2002	2002	2009	2016	2026
2001	2001	2008	2015	2025
2000	2000	2007	2014	2024
1999	1999	2006	2013	2023
1998	1998	2005	2012	2022
1997	1997	2004	2011	2021
1996	1996	2003	2010	2020
1995	1995	2002	2009	2019
1994	1994	2001	2008	2018
1993	1993	2000	2007	2017
1992	1992	1999	2006	2016
1991	1991	1998	2005	2015
1990	1990	1997	2004	2014
1989	1989	1996	2003	2013
1988	1988	1995	2002	2012
1987	1987	1994	2001	2011
1986	1986	1993	2000	2010
1985	1985	1992	1999	2009
1984	1984	1991	1998	2008
1983	1983	1990	1997	2007
1982	1982	1989	1996	2006
1981	1981	1988	1995	2005
1980	1980	1987	1994	2004
1979	1979	1986	1993	2003
1978	1978	1985	1992	2002

- (e) In the initial year of employment, vacation entitlement will be calculated as follows:

Fifteen (15) vacation days times the number of calendar days from hire date until December 31st divided by 365 days. When a fraction of a day is earned and that fraction is  $1/5$  or greater than  $1/5$ , entitlement will be increased to the next higher round number. When a fraction of a day is earned and that fraction is lower than  $1/5$ , entitlement will be reduced to the next lower round number. The number of days so earned will constitute a Dispatcher or Ship Planner's vacation entitlement in the calendar year following the initial year of employment.

- (f) In the year a Dispatcher or Ship Planner's eighth (8th) anniversary date occurs, vacation entitlement will begin to be earned at the rate of twenty (20) days per annum.
- (g) In the year a Dispatcher or Ship Planner's fifteenth (15th) anniversary date occurs, vacation entitlement will begin to be earned at the rate of twenty-five (25) days per annum.
- (h) In the year a Dispatcher or Ship Planner's twenty-fifth (25th) anniversary date occurs, vacation entitlement will begin to be earned at the rate of thirty (30) days per annum.
- (i) The Department Manager is responsible for having a Dispatcher or Ship Planner request their vacation schedule at the beginning of each calendar year for approval by the Business Unit Vice-President.
- (j) Vacations are to be scheduled, subject to the requirements and work loads of the department. The COMPANY reserves the right to reschedule the vacation of a Dispatcher or Ship Planner where, in the opinion of the COMPANY, an under staffing situation occurs.
- (k) No Dispatcher or Ship Planner may take more than fifteen (15) consecutive vacation days at any one time without the written permission of his/her Department Manager and the Business Unit Vice-President.

## **Article 20**

### **RECOGNIZED HOLIDAYS**

- (a) The following days shall be Recognized Holidays:
1. New Year's Day
  2. Good Friday
  3. Easter Monday
  4. Victoria Day
  5. Canada Day
  6. British Columbia Day
  7. Labour Day
  8. Thanksgiving Day
  9. Remembrance Day
  10. Christmas Day
  11. Boxing Day
- (b) Ship Planners and Despatchers on the active payroll shall automatically qualify for recognized holiday pay in accordance with the provisions below.
- (c) If New Year's Day, Canada Day, Remembrance Day, Christmas Day, or Boxing Day falls on a Saturday or Sunday that is a non-working day for a Despatcher or Ship Planner, he/she is entitled to a holiday with pay (8 hours for Ship Planners and 7 1/2 for Despatchers) on the working day immediately preceding or following the general day. If any other Recognized Holiday falls on a non-working day, then the holiday with pay (8 hours for Ship Planners and 7 1/2 for Despatchers) is to be added to the Despatcher or Ship Planner's annual vacation or granted at another mutually convenient time.

- (d) Despatchers and Ship Planners who are required to work on a scheduled shift on a Recognized holiday receive 1.5 times their regular rate of pay and, upon a mutually agreed date, the equivalent time off for time worked. If a Despatcher or Ship Planner works on a non-scheduled shift on a recognized holiday he/she shall be paid 2X their regular rate of pay for such work and upon a mutually agreed upon date, the equivalent time off for time worked.
- (e) In addition to the holidays named, the Parties agree to recognize holidays as agreed to in the BCMEA/ILWU-Canada Collective Agreement.
- (f) Normal work shall cease at 12 noon on December 24th and December 31st and only those four hours up to 12 noon shall be paid for. Where required to work beyond 12 noon, the Ship Planner or Despatcher will receive a four (4) hour guarantee at 2X their regular rate of pay. No work shall be performed on New Year's Day, Labour Day or Christmas Day, except in case of an emergency involving safety of a vessel, life or property and to ensure operations may proceed on the day immediately following one of the non-working holidays. On all other Recognized Holidays, any shifts may be worked. Notwithstanding the foregoing, work may continue until 4:30 p.m. on December 24 and 31 if a vessel is finishing to shift or sail.

Despatchers and Ship Planners working on this extension to finish will receive four (4) hour guarantee at 2X their regular rate of pay. The COMPANY will have until 6 a.m. the day of work to declare that they intend to work the extension on a vessel finishing to shift or sail.

**Article 21**  
**HOURS OF WORK AND RATES OF PAY**

1. Shifts:
  - (a) Ship Planner: The normal hours of work for employees employed as Ship Planner shall be set by the COMPANY. Ship Planners shall be scheduled for an average of 40 hours per week so as to provide coverage for and co-ordination of vessel schedules, cargo plans, and COMPANY operations. The COMPANY shall have the right to implement schedules which may include averaging periods provided that the principle of 40 hours per week is maintained over each calendar quarter.
  - (b) Despatcher: The normal hours of work for employees employed as Despatcher shall be set by the COMPANY. Despatchers shall be scheduled for an average of 37.5 hours per week so as to provide coverage for and co-ordination of despatch. The COMPANY shall have the right to implement schedules which may include averaging periods provided that the principle of 37.5 hours per week is maintained over each calendar quarter.
  - (c) The hours of work schedules for Ship Planners and Despatchers shall be posted monthly in advance. Scheduled shifts may be worked as required by the COMPANY seven (7) days per week, on each and every day of the year, except as otherwise provided herein. For the purposes of this Appendix, a shift shall be considered as being worked in the day on which the shift commenced.

Normal shifts shall be as follows:

Ship Planners/Despatchers	When 2 Despatchers Employed
1:00 am to 8:00 am (Graveyard)	1 from 7:30 am to 4:00 pm
8:00 am to 4:30 pm (Day)	1 from 9:00 am to 5:30 pm
4:30 pm to 1:00 am (Night)	

It is understood that Ship Planners may be required to work outside any shift and shall be paid a minimum of one half hour and up to a maximum of two hours. For Ship Planners a maximum of one hour may be worked prior to the shift and one hour following the shift. Extended time shall not be used to deny employment to a Ship Planner who would otherwise be employed.

It is understood that Despatchers may be required to work outside any shift and shall be paid a minimum of one half hour and up to a maximum of three hours. For Despatchers a maximum of one hour may be worked prior to the shift and two hours following the shift.

- (d) Amendments to hours of work schedules posted in accordance with 21(1)(c) caused by unanticipated ship schedule changes, illness, or mechanical breakdown may be made by providing Despatchers and Ship Planners with a minimum of twenty four (24) hours advance notice. Where a Ship Planner or Despatcher is provided with less than twenty-four (24) hours notice, he/she shall be paid overtime rates for all hours worked on the shift in question.



- (e) Meal Periods for Ship Planners and Dispatchers shall be as follows:

Graveyard	4:30 am to 5:00 am
Day Shift	12:00 pm to 12:30 pm
Night Shift	8:30 pm to 9:00 pm

Any of the above meal periods may be advanced or deferred by up to ½ hour. When a Ship Planner or Dispatcher is required to work through his/her meal period, he/she shall be paid overtime rates for the meal period.

- (f) A Ship Planner or Dispatcher shall not be required to work more than 520 hours per calendar quarter, but may at his/her option work to a maximum of 624 hours. Only actual hours worked shall be counted.

2. Pay:

Rates of pay for employees employed as Ship Planner and Dispatcher shall be as follows:

	April 1, 2007	April 1, 2008	April 1, 2009
Ship Planner:	\$63,185.49	\$65,618.13	\$68,144.43
Dispatcher:	\$77,164.93	\$80,135.78	\$83,221.01

3. Overtime

When a Ship Planner or Dispatcher works additional hours in excess of a scheduled shift (ie. 8 hrs. per day and afternoon and 6 1/2 hours for the graveyard shift for Ship Planners and 7.5 hrs. per day shift for Dispatchers), overtime shall be paid at 2X for the additional hours worked.

When a Ship Planner or Dispatcher works an unscheduled shift, he/she shall be paid at 2X for the entire shift.

**Double Shift:**

When a Ship Planner is requested to work a double shift (two (2) consecutive shifts), he/she may if he/she sees fit.

**Uninterrupted Operations**

Where Longshore work under 21.05 of the BCMEA/ILWU - Canada Agreement and Foremen work under Article 21(14) of the BCMEA/ILWU Local 514 Agreement, Ship Planners will also work under the provisions contained in Article 21(14).

**Meal Allowance:**

A meal allowance of \$17.00 shall be paid to a Ship Planner who works two consecutive shifts.

When a Ship Planner or Despatcher is required to work through his/her meal period, he/she shall be paid at 1.5X for the meal period worked.

## **Article 23**

### **FRINGE BENEFITS**

Subject to the terms and conditions of any insurance policies or coverage, the COMPANY will provide the following fringe benefits to employees employed as Dispatcher and Ship Planner:

#### **Extended Health**

All full time Dispatchers and Ship Planners are eligible for the Extended Health Insurance on the first day of the month following three (3) months of full time employment. The premiums for this plan will be 100% paid by the COMPANY.

#### **Dental Insurance**

All full time Dispatchers and Ship Planners are eligible for Dental Insurance coverage on the first day of the month following three (3) months of full time employment. The premiums for this plan will be 100% paid for by the COMPANY.

#### **Life Insurance**

All full time Dispatchers and Ship Planners will be insured for life insurance from the first day of full time employment. The coverage is three (3) times annual salary. The premiums for this plan are funded 100% by the COMPANY.

#### **Optional Life Insurance**

All full time Dispatchers and Ship Planners are eligible to apply for additional life insurance for themselves or their spouse. This insurance is available in multiples of \$10,000. This optional insurance is fully funded by the employee.

#### **Accidental Death and Dismemberment (AD&D)**

All full time Dispatchers and Ship Planners will be covered for AD&D from the first day of full time employment. The premiums for this plan are 100% paid for by the COMPANY.

### **Short Term Disability (STD)**

If a Despatcher or Ship Planner becomes disabled and is unable to work due to non-occupational illness or injury, their full regular salary will be continued for the first 120 calendar days of the disability. Costs for this benefit are borne 100% by the COMPANY. If the Despatcher or Ship Planner remains disabled longer than 120 days, he/she will be eligible for long-term disability benefits, subject to the terms and conditions of the insurance company.

### **Long Term Disability (LTD)**

All full time Despatchers and Ship Planners are covered for LTD from the first day of full time employment. The premiums for this plan are 100% paid for by the COMPANY.

### **BC Medical Services Plan (MSP)**

All full time Despatchers and Ship Planners are eligible for MSP coverage through the COMPANY on the first day of the month following three (3) months of full time employment. The premiums for this plan are funded 100% by the COMPANY.

### **Post Retirement Benefits**

Upon retirement Ship Planners and Despatchers shall be entitled to a payment of in lieu of post retirement benefits as contained in the COMPANY Employee Information Handbook. Upon meeting the requirements contained within the Handbook, such payment shall be \$20,000.00.

**Article 27**  
**INDUSTRY COMMITTEE**

A Committee consisting of three (3) members of the COMPANY and three (3) members of the UNION shall be established for the purpose of improving relations between the Parties. The responsibility of the Committee is to deal with all matters as may be referred to it by the Parties.

**Article 29**  
**DURATION**

This Agreement shall remain in effect until midnight March 31, 2010 and thereafter from year to year until either Party shall give notice in writing to the other Party of a desire to terminate, change or modify the same at least one hundred twenty (120) days prior to the applicable expiration date.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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DP World (Canada) Inc.

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International Longshore and Warehouse Union  
Ship and Dock Foremen Local 514

**Appendix 2**

**SUPPLEMENTAL AGREEMENT FOR  
THE DESPATCHERS EMPLOYED AT  
TSI TERMINAL SYSTEMS  
INCORPORATED**

**BETWEEN:**

**THE INTERNATIONAL LONGSHORE  
AND WAREHOUSE UNION  
SHIP AND DOCK FOREMEN  
LOCAL 514 CANADA  
("UNION")**

**AND:**

**TSI TERMINAL SYSTEMS  
INCORPORATED  
("COMPANY")**

April 1, 2007 to March 31, 2010

**Article 1**  
**PURPOSE OF APPENDIX**

- (a) It is the intent and purpose of the Parties hereto to set forth the basic Appendix covering rates of pay, hours of work and conditions of employment of employees of the COMPANY employed as Despatchers as named in the Canada Industrial Relations Board Certification.
- (b) The representatives of the COMPANY and the UNION shall provide each other with such advance notice as is reasonable under the circumstances of all matters of importance in the administration of the terms of this Appendix including new operations, changes or innovations affecting the relations between the Parties.

**Article 2**  
**SCOPE AND RECOGNITION**

- (a) The COMPANY recognizes the UNION as the sole collective bargaining agent for all Despatchers employed by the COMPANY.

(NOTE: SEE LETTER OF APRIL 5, 2006)

- (b) Except as otherwise provided herein, Despatchers will continue to discharge all duties performed by them prior to this Appendix.



### **Article 3**

## **RESERVATION OF COMPANY RIGHTS**

It is the exclusive function of the COMPANY, subject to the terms and conditions of this Appendix, to:

- (a) maintain order, discipline and efficiency;
- (b) hire, classify, discharge, transfer, promote, demote or discipline Despatchers, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a Despatcher has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) generally to manage the industrial enterprise in which the COMPANY is engaged, and without restricting the generality of the foregoing, to determine the number and location of despatch operations, the methods of operating, schedules of production, kinds and location of equipment and technology, and operating processes, and to determine and establish standards of performance;
- (d) the COMPANY may establish from time to time rules and regulations governing Despatchers covered by this Appendix, providing that such rules and regulations are:
  - (i) not inconsistent with the provisions of this Appendix;
  - (ii) clear and precise;
  - (iii) not unreasonable nor discriminatory;
  - (iv) communicated to Despatchers before implementation.

## **Article 4**

### **JOB POSTINGS AND RECRUITMENT**

- a) Before posting a vacancy for a Dispatcher, the COMPANY will notify the UNION, in writing, of its intention to do so and will provide a copy of the posting to the UNION electronically or via fax.

Where deemed necessary, and within (3) three days (excluding Saturday, Sunday and Holidays) of providing the posting to the UNION, either party may request a meeting for the purpose of discussing any questions relating to the contents of the posting. Where such a meeting is requested, it shall be held within (3) three days (excluding Saturday, Sunday and Holidays) of the request.

The COMPANY will subsequently post the vacancy and will also provide a copy of the posting to the UNION who will post it with all ILWU Canada Locals. The UNION shall supply the COMPANY with a list of all applicants as it receives them by FAX where practical, but no later than 15 days from the date of posting. Such postings will remain current for a period of 105 days from the date of posting.

The COMPANY will consider all suitable applicants. Where the COMPANY uses aptitude tests or other tests as part of the selection process, it agrees that the tests shall be designed and administered fairly and impartially.

The COMPANY reserves to itself the right to make the final decision of who to hire for a vacant Dispatcher position.

- b) Should the COMPANY be unable to obtain a suitable Dispatcher as a result of the posting provided for in section (a), it will so advise the UNION, and will at the same time give to the UNION the reasons for its decision in writing where requested.

- (c) Probationary period for new Despatchers shall not extend for more than ninety (90) days.
- (d) The UNION is to be advised in writing of all new Despatchers hired within (3) three weekdays of the acceptance of employment.
- (e) Newly hired Despatchers will be given adequate orientation which will include, but is not limited to, an overview of the COMPANY's requirements and expectations, administrative process where appropriate, site safety procedures, and other relevant information.

## **Article 5**

### **UNION SECURITY**

- (a) Despatchers hired during the term of this Appendix must become members of the UNION within ninety (90) days and must maintain their membership in good standing as a condition of employment.
- (b) Any Despatcher who voluntarily becomes a member of the UNION must maintain his/her membership in good standing as a condition of employment.
- (c) All Despatchers shall be required as a condition of employment to pay to the UNION the equivalent of monthly UNION dues and periodic assessments applying to all members covered by this Appendix.
- (d)
  - (i) The COMPANY shall provide the UNION, once annually, with a list of all their Despatchers showing name, date of hire, address and telephone number.
  - (ii) The COMPANY shall provide the UNION with copies of all written warnings, suspensions and discharges.
  - (iii) Upon request, Despatchers will have access to their own personnel records.

## **Article 6**

### **MANAGEMENT/UNION COMMITTEE**

There shall be a Management/Union Committee. Such Committee may be composed of up to three (3) members designated by the COMPANY and up to three (3) members designated by the UNION, each with equal representation.

The Committee shall meet within three (3) days, exclusive of weekends and recognized holidays, at the request of either Party. The Parties each pledge in good faith to deal with all matters pertaining to this Appendix referred to the Committee.

## **Article 7**

### **GRIEVANCE PROCEDURE**

- (a) Any question as to the interpretation, administration or alleged violation of this Appendix may be taken up by either Party as a grievance.
- (b) Pending the investigation and settlement of any grievance, work shall continue to be performed, except as provided under "Safety" - Article 9.
- (c) The Parties pledge in good faith to co-operate with each other in order that a just and speedy resolve be obtainable in all grievances referred to this Article.

#### **Procedure:**

**Step 1** Any Despatcher who considers he/she has been aggrieved shall firstly discuss the situation with his/her immediate superior with or without his/her UNION representative. Failing resolution, the grievance may be forwarded to Step 2 within three (3) days from the date the grievance was first discussed with his/her immediate superior, exclusive of Saturdays, Sundays and holidays.

**Step 2** Any grievance coming from Step 1 to Step 2 shall be in writing and signed by the aggrieved Despatcher. The COMPANY representative shall meet with the aggrieved Despatcher and his/her UNION representative within five (5) days from the date the grievance was received at Step 2 exclusive of Saturdays, Sundays and Holidays. The COMPANY representative shall render his/her decision in writing within five (5) days of the Step 2 meeting exclusive of Saturdays, Sundays and Holidays. Failing resolution, the grievance may be referred to Step 3 within five (5) days from the date the decision was given.

**Step 3** Any grievance coming from Step 2 shall be in writing and shall be dealt with by the Committee named in Article 6 of this Appendix within ten (10) days exclusive of Saturday, Sunday and Holidays. If, after discussion at this level no resolution of the grievance is reached within ten (10) days from the date the grievance was received at Step 3, the grievance may be sent by either Party to Step 4 - Arbitration.

### **Union and Company Grievances**

A grievance of the UNION or the COMPANY involving any question as to the interpretation, application, administration or alleged violation of this Appendix shall be in writing signed by the aggrieved Party and may be processed starting at Step 3 and the Parties shall meet within ten (10) days from the date of the letter, excluding Saturday, Sunday and Holidays. Failing resolution, within ten (10) days from the date the grievance was received at Step 3, it may be sent by either Party to Step 4 – Arbitration following the final Step 3 meeting.

### **Step 4 Arbitration**

- (a) If a grievance is not settled by the application of the preceding steps either Party may apply to the Arbitrator for a mutually agreed upon date, such application to be made within ten (10) calendar days from the date of the final Step 3 meeting.
- (b) The COMPANY and the UNION shall select an Arbitrator from the list of four (4) industry arbitrators to hear and render a decision on the matter in dispute.
- (c) Once an arbitrator has been selected, the Arbitrator shall convene a hearing, consider the submissions of the Parties and render his/her decision within fifteen (15) days from the conclusion of the hearing(s).
- (d) The decision of the Arbitrator shall be final and binding upon the Parties.

- (e) Fees and expenses incurred by the Arbitrator shall be borne equally by the UNION and the COMPANY unless the Arbitrator otherwise orders.
- (f) If in the event that either of the Parties has advanced a grievance to arbitration and the Parties are unable to agree on the selection of an Arbitrator, the following process will be used:
  - (i) The names of the Industry Arbitrators will be placed in a receptacle and drawn one at a time.
  - (ii) The first drawn will be marked #1, the second will be marked #2 and so on.
  - (iii) The Arbitrator drawn #1 shall be assigned the hearing of the grievance.
  - (iv) If the Arbitrator drawn #1 is not available to commence the case within four (4) months from the date drawn, (or in the case of a discharge from employment, two (2) months) the case shall be assigned to the Arbitrator drawn #2 and so on. These time limits may be amended by mutual agreement.
  - (v) The Parties pledge in good faith to maintain the integrity of the process consistent with the provisions, spirit and intent of Article 7 of this Appendix.

**Arbitrators:**

- Robert Pেকেles
  - Robert Blasina
  - Colin Taylor
  - \_\_\_\_\_
- (g) The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Appendix, or to alter, modify or amend any part of this Appendix. The decision of the Arbitration shall be final and binding on the Parties hereto.

- (h) In the matter of discipline the sole Arbitrator may sustain, revoke or alter a penalty. In the event the UNION's grievance is sustained where a Despatcher has been suspended, demoted or dismissed, he/she shall be reinstated with full compensation or such lesser sum for time lost as in the opinion of the Arbitrator is just and equitable. In determining penalties, neither the Parties nor the Arbitrator shall consider offences which predate by three (3) years or more the date of the current offence.
- (i) It is the intent of this grievance procedure to deal with disputes speedily and equitably, and it is understood and agreed that if any step in the grievance procedure is not taken by the aggrieved Party within the time limits to this Appendix, or within such extensions as may be agreed, the grievance shall be deemed to be abandoned or to have been satisfied at the last step.
- (j) Where it is alleged that a Despatcher or Despatchers should have been employed and it is not possible to say what Despatcher or Despatchers should have been employed, the Despatcher or Despatchers who first started the grievance procedure and were available for work, shall be deemed the person or persons denied the work. If the procedure is started by the UNION, the Despatcher or Despatchers who were available earned the least, shall be deemed to be the person or persons who were denied work.



## **Article 8**

### **CESSATION OF WORK**

- (a) The UNION and its members agree that they will not cause, authorize or sanction, nor will the UNION permit its members to cause or take part in any sit-down or slow-down in any department or any strike or stoppage of any of the COMPANY's operations or any curtailment of work or restriction of or interference with production or any picketing of the COMPANY's premises during the term of this Appendix.
- (b) The COMPANY agrees that it will not cause or sanction a lockout during the term of this Appendix.
- (c) The COMPANY does not expect Despatchers to cross a legal picket line, but should a picket line, whether legal or illegal be established, the UNION undertakes and agrees to co-operate with the COMPANY in an attempt to have the picket line removed and, in any event, to ensure a safe and orderly shutdown of the COMPANY's operation. The UNION agrees that Despatchers may stay behind a picket line long enough to ensure such safe and orderly shutdown.

## **Article 9**

### **SAFETY**

- (a) Where it exercises direct control the COMPANY agrees to provide such reasonable safety equipment, sanitary facilities and places of work as shall be consistent with safe working practices and the type of work performed by Despatchers covered by this Appendix.
- (b) A Despatcher will not be required to work under abnormal circumstances that would endanger health or safety.
- (c) It is the obligation of the Parties to review objectively, safety dispute items for immediate disposition and resolution.

## **Article 10**

### **PENSIONS**

The COMPANY agrees to continue Dispatchers in the current TSI Terminal Systems Inc. Pension Plan (“Plan”) in accordance with the terms and conditions of the Plan. Any future amendments, changes, modifications, or alterations to the COMPANY’s Plan shall apply to Dispatchers.

The current Plan text has set the retirement age at 62, this conflicts with the Industry standard of a retirement age of 65. The COMPANY, the UNION and the Plan administrator will endeavor to resolve the retirement age issue in an expedited manner.

## **Article 11**

### **MANNING**

The COMPANY shall determine the number of Dispatchers to be employed and the manner in which the work is to be performed. This includes increasing or decreasing the number of Dispatchers at anytime as required by the COMPANY and will at all times ensure that the duties of the Dispatchers are manageable and their responsibility is reasonable.

**Article 12**  
**EARNINGS AND OVERTIME HOURS**  
**REPORTING**

The COMPANY will provide the UNION with a Report of Earnings and Overtime Hours for employees employed as Despatchers on a quarterly basis.

The report shall include income to date and overtime hours worked and overtime hours paid.

These reports will be submitted to the UNION on disc (CD –R) in Microsoft EXCEL.

**Article 13**  
**UNION MEETING NIGHTS**

On regular monthly meeting nights, work will cease at 4:30 p.m., but a one (1) hour extension will be permitted to finish a ship to shift or sail or for other necessary duties. These meetings shall not interfere with Despatchers carrying out necessary duties.

UNION meeting nights will coincide with UNION meeting nights of ILWU - Canada /BCMEA Collective Agreement.

**Article 14**  
**UNION NOTICES**

COMPANY designated bulletin boards may be used for UNION notices and bulletins.

## **Article 15**

### **JURY DUTY AND BEREAVEMENT LEAVE**

When a Despatcher is unavailable by virtue of Jury Duty, Coroner's Court Duty or Bereavement Leave, the following shall apply:

(a) **Supreme Court and Coroner's Court Duty**

A Despatcher will be entitled to payment for Supreme Court Jury or Coroner's Court Duty on the following basis:

1. Payment will be only made for days actively engaged in Jury Selection, sitting on Supreme Court Jury or Coroner's Court Duty.
2. A Despatcher will receive a per diem payment for days actively engaged in Jury Selection, sitting on Supreme Court Jury Duty or Coroner's Court Duty equivalent to his/her base annual salary divided by 260 days multiplied by the number of days on jury leave, less the wage portion of the daily reimbursement from the Supreme Court or Coroner's Court.

(NOTE: SEE LETTER OF APRIL 25, 1994)

(b) **Bereavement Leave**

Where a death occurs in a Despatcher's immediate family (spouse, mother, father, step-mother, step-father, son, daughter, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, or any relative who is permanently residing with the Despatcher or with whom he/she resides), a Despatcher upon request will be granted three (3) days leave with pay equivalent to his/her base annual salary divided by 260 days and multiplied by three. Such days must be taken off within ten (10) days of death and one (1) day shall include the day of the Funeral. Special consideration will be given in cases where travel outside the Province is required to attend the Funeral.

Upon request the COMPANY may grant one half (1/2) day off with pay to attend the funeral of a close friend or relative who is not part of the immediate family. If a Despatcher requires more time, vacation time or leave without pay may be granted.

**Article 16**  
**LEAVE OF ABSENCE**

The COMPANY may grant leave of absence to a Despatcher on application. Time off up to a maximum of six (6) months will be included for seniority purposes. A Despatcher will be permitted wherever possible to pay the premiums required to maintain benefits.

**Article 17**  
**UNION ACTIVITY**

Full protection of seniority benefits and restoration of job to be afforded any Despatcher taking a UNION post.

**Article 18**  
**LAY-OFF**

- (a) If lay-off is necessary, it will be implemented in an orderly fashion taking into account the qualifications of the Despatcher, the requirements of the COMPANY, and COMPANY service as a Despatcher. Despatchers shall be recalled to work on the same basis.
- (b) In the event of a lay-off, one month's written notice shall be delivered to any affected Despatchers.
- (c) Seniority for a Despatcher shall commence as of the date of hire with the COMPANY.

## **Article 19**

### **VACATIONS WITH PAY**

- (a) Paid vacation is earned during each month of employment. The vacation earned is taken as paid leave of absence during the calendar year in which it is earned. So far as is possible the COMPANY shall schedule vacations for the period that is most desirable for the Dispatcher. The COMPANY will not unreasonably deny the request of a Dispatcher to change his/her scheduled vacation. The COMPANY reserves the final right to determine the scheduling of vacations.
- (b) All vacation days earned in the prior year must be taken during the current twelve-month period. A Dispatcher who has received approval to defer his/her vacation will have until February 28th of the year to take such vacation. Otherwise, it will be paid out by March 31st.
- (c) Dispatchers who have not received approval to defer their vacation will be paid any unused vacation entitlement by January 31st.
- (d) In the initial year of employment, vacation entitlement will be calculated as follows:

Fifteen (15) vacation days times the number of calendar days from hire date until December 31st divided by 365 days. When a fraction of a day is earned and that fraction is  $\frac{1}{5}$  or greater than  $\frac{1}{5}$ , entitlement will be increased to the next higher round number. When a fraction of a day is earned and that fraction is lower than  $\frac{1}{5}$ , entitlement will be reduced to the next lower round number. The number of days so earned will constitute a Dispatcher's vacation entitlement in the calendar year of the initial year of employment.
- (e) In the year a Dispatcher's eighth (8th) anniversary date occurs, vacation entitlement will begin to be earned and taken at the rate of twenty (20) days per annum.

- (f) In the year a Despatcher's fifteenth (15th) anniversary date occurs, vacation entitlement will begin to be earned and taken at the rate of twenty five (25) days per annum.
- (g) In the year a Despatcher's twenty fifth (25th) anniversary date occurs, vacation entitlement will begin to be earned and taken at the rate of thirty (30) days per annum.
- (h) The COMPANY is responsible for having a Despatcher request his/her vacation schedule for approval by no later than March 31 of each year.
- (i) Vacations are to be scheduled, subject to the requirements and work loads of the department. In cases where conflict occurs within a department, the Despatchers should attempt to resolve the issue amongst themselves. The COMPANY reserves the right to re-schedule the vacation of a Despatcher where, in the opinion of the COMPANY, an under staffing situation occurs.
- (j) Subject to the foregoing, for example, an employee working an eight hour work day / 40 hour work week with a vacation entitlement of 15 days will be scheduled off work for a total of 15 eight-hour work days which equals a total of 120 hours. Accordingly, employees with the same vacation entitlement of 15 days but who work a 10 hour work day / 40 hour work week will be entitled to the same 120 hours which is equivalent to 12 ten (10) hour work days.



## **Article 20**

### **RECOGNIZED HOLIDAYS**

- (a) The following days shall be Recognized Holidays with pay:
1. New Year's Day
  2. Good Friday
  3. Easter Monday
  4. Victoria Day
  5. Canada Day
  6. British Columbia Day
  7. Labour Day
  8. Thanksgiving Day
  9. Remembrance Day
  10. Christmas Day
  11. Boxing Day
- (b) Despatchers on the active payroll shall automatically qualify for Recognized Holiday pay in accordance with the provisions below.
- (Note: See Letter of June 20, 2005)
- (c) If New Year's Day, Canada Day, Remembrance Day, Christmas Day, or Boxing Day falls on a Saturday or Sunday that is a non-working day for a Despatcher, he/she is entitled to a holiday with pay (8 hours or 10 hours based on applicable scheduled shift) on the working day immediately preceding or following the general day. If any other Recognized Holiday falls on a non-working day, then the holiday with pay (8 hours or 10 hours based on applicable scheduled shift) is to be added to the Despatcher's annual vacation or granted at another mutually convenient time.

- (d) Despatchers who are required to work on a scheduled shift on a Recognized Holiday he/she shall receive 1.5 times their regular rate of pay and, upon a mutually agreed date the equivalent time off for time worked. If a Despatcher works on a non-scheduled shift on a Recognized Holiday he/she shall be paid 2X their regular rate of pay for such work and upon a mutually agreed upon date, the equivalent time off for time worked.
- (e) In addition to the holidays named, the Parties agree to recognize holidays as agreed to in the BCMEA/ILWU-Canada Collective Agreement.
- (f) Normal work shall cease at 12 noon on December 24th and December 31st and only those four (4) hours up to 12 noon shall be paid for. Where required to work beyond 12 noon, the Despatcher will receive a four (4) hour guarantee at 2X their regular rate of pay. No work shall be performed on New Year's Day, Labour Day or Christmas Day, except in case of an emergency involving safety of a vessel, life or property and to ensure operations may proceed on the day immediately following one of the non-working holidays. On all other Recognized Holidays, three shifts may be worked. Notwithstanding the foregoing, work may continue until 4:30 pm on December 24 & 31. Despatchers working on this extension to finish will receive four (4) hour guarantee at 2X their regular rate of pay. The COMPANY will have until 6 am the day of work to declare that they intend to work the extension.

## **Article 21**

### **HOURS OF WORK AND RATES OF PAY**

#### **1. Shifts**

- (a) Despatcher: The normal hours of work for employees employed as Despatcher shall be set by the COMPANY with Despatcher participation. Despatchers shall be scheduled for an average of 40 hours per week so as to provide coverage for and co-ordination of despatch. The COMPANY shall have the right to implement schedules which may include averaging periods provided that the principle of 40 hours per week is maintained over each calendar quarter.
- (b) The hours of work schedules for Despatchers shall be posted monthly in advance. Scheduled shifts may be worked as required by the COMPANY seven (7) days per week, on each and every day of the year, except as otherwise provided herein. For the purposes of this Appendix, a shift shall be considered as being worked in the day on which the shift commenced.

Current Schedules are as follows:

### **DELTAPORT DESPATCHER SCHEDULE**

	MON	TUE	WED	THU	FRI	SAT	SUN
DESPATCHER 1	10	OFF	OFF	OFF	10	10	10
DESPATCHER 2	8	10	10	8	OFF	OFF	8
DESPATCHER 3	OFF	8	8	10	8	8	OFF

NOTE:

Despatcher 1 start time is at 7:00 a.m. and finish time is at 5:30 p.m. (10 hours)

Despatcher 2 & 3 start times are at 7:00 a.m. and finish times are at 3:30 p.m. (8 hours) except on Tuesday, Wednesday and Thursday when finish time is at 5:30 p.m.

Despatcher 2 & 3 can switch their schedules based on coverage and equalization of hours by mutual agreement between themselves. Dispatchers will fill in to cover shortages due to sickness and holidays. (if required).

### **VANTERM DESPATCHER SCHEDULE**

	MON	TUE	WED	THU	FRI	SAT	SUN
DESPATCHER 1	OFF	OFF	OFF	10	10	10	10
DESPATCHER 2	10	OFF	OFF	OFF	10	10	10
DESPATCHER 3	10	10	10	10	OFF	OFF	OFF
DESPATCHER 4	10	10	10	OFF	OFF	OFF	10

NOTE:

Start times are at 6:30 a.m. and finish times are at 5:00 p.m. (10 hours)

Dispatchers will fill in to cover shortages due to sickness and holidays. (if required)

The normal hours of work shall be as follows for current shifts:

7:00 a.m. to 3:30 p.m. (8 hour shift - Deltaport)

7:00 a.m. to 5:30 p.m. (10 hour shift - Deltaport)

6:30 a.m. to 5:00 p.m. (10 hour shift - Vanterm)

- (c) Meal Periods for Dispatchers shall be as follows:

Graveyard Shift	4:30 a.m. to 5:00 a.m.
Day Shift	12:00 noon to 12:30 p.m.
Night Shift	8:30 p.m. to 9:00 p.m.

Any of the above meal periods may be advanced or deferred up to one-half (1/2) hour. When a Dispatcher is required to work through his/her meal period, he/she shall be paid at 1.5X for the meal period worked.

- (d) A Dispatcher shall not be required to work more than 520 hours per calendar quarter, but may at his/her option work to a maximum of 624 hours. Only actual hours worked shall be counted.

(Note: See Letter of October 23, 2006)

- (e) A Dispatcher providing on call coverage by use of a pager, cell-phone etc. will be paid two (2) hours at one and one-half times straight time (1.5X ST).

## 2. Pay:

Rates of pay for employees employed as Dispatchers shall be as follows:

Dispatcher	January 1, 2007	Date: April 1, 2008	Date: April 1, 2009
Rates of Pay	\$72,900.00	\$75,706.65	\$78,621.36
Hourly Rate @ straight time	\$35.05	\$36.40	\$37.80
Hourly Overtime Rate @ 1.5X	\$52.58	\$54.60	\$56.70
Hourly Overtime Rate @ 2.0X	\$70.10	\$72.80	\$75.60

3. **Extended Time:**

A Despatcher may be required to work in excess of his/her scheduled shift and shall be paid @ 1.5X ST for additional hour(s) worked. If the Despatcher is required to work beyond two (2) hours he/she will receive a four (4) hour guarantee @ 1.5X ST.

When a Despatcher works an unscheduled shift, he/she shall be paid at 1.5X for the entire shift.

4. **Double Shift:**

When a Despatcher is requested to work a double shift (two (2) consecutive shifts), he/she shall be paid 2X for the entire shift worked and if he/she sees fit, he/she may work the double shift.

Despatchers who work the 16:30 shift after having worked the 01:00 shift the same calendar day, shall be paid 2x STBR for the 16:30 shift.

A meal allowance of \$17.00 shall be paid to a Despatcher who works two (2) consecutive shifts.

## **Article 22**

### **FRINGE BENEFITS**

Subject to the terms and conditions of any insurance policies or coverage, the COMPANY will provide the following fringe benefits to employees employed as Dispatchers:

#### **Extended Health**

All full time Dispatchers are eligible for the Extended Health Insurance on the first day of the month following one (1) month of full time employment. The premiums for this plan will be 100% paid by the COMPANY.

#### **Dental Insurance**

All full time Dispatchers are eligible for Dental Insurance coverage on the first day of the month following three (3) months of full time employment. The premiums for this plan will be 100% paid for by the COMPANY.

#### **Life Insurance**

All full time Dispatchers will be insured for life insurance from the first day of the month following three (3) months of full time employment. The coverage is 2.5 times annual salary. The premiums for this plan are funded 100% by the COMPANY.

#### **Accidental Death and Dismemberment (AD&D)**

All full time Dispatchers will be covered for AD&D from the first day of the month following three (3) months of full time employment. The premiums for this plan are 100% paid for by the COMPANY. The benefits are contained in and subject to the terms of the coverage.

### **Short Term Disability (STD)**

If a Despatcher becomes disabled and is unable to work due to non-occupational illness or injury, his/her full regular salary will be continued for up to a maximum of twenty-six (26) weeks during any consecutive fifty-two (52) week period. Costs for this benefit are borne 100% by the COMPANY. If the Despatcher remains disabled longer than twenty-six (26) weeks, he/she will be eligible for long-term disability benefits, subject to the terms and conditions of the insurance company.

### **Long Term Disability (LTD)**

All full time Despatchers are covered for LTD from the first day of the month following three (3) months of full time employment. The premiums for this plan are 100% paid for by the Despatchers.

### **BC Medical Services Plan (MSP)**

All full time Despatchers are eligible for MSP coverage through the COMPANY on the first day of the month following commencement of full time employment. The premiums for this plan are funded 50% by the COMPANY and 50% by the Despatcher.

### **Continuing Education**

The COMPANY encourages Despatcher learning and growth to develop their maximum personal and occupational potential through participation in training and development activities. On completion of a pre-approved course or seminar the Despatcher will be entitled to a hundred percent (100%) reimbursement of the cost of tuition and textbooks.

Despatchers are eligible for the TSI Terminal Systems Inc. Computer Lease Program.

### **Post Retirement Benefits**

Upon retirement Despatchers shall be entitled to a payment of twenty thousand dollars (\$20,000) in lieu of post retirement benefits.



**Article 23**  
**INDUSTRY COMMITTEE**

A Committee consisting of three (3) members of the COMPANY and three (3) members of the UNION shall be established for the purpose of improving relations between the Parties. The responsibility of the Committee is to deal with all matters as may be referred to it by the Parties.

**Article 24**  
**DURATION**

This Appendix shall remain in effect until midnight March 31, 2010 and thereafter from year to year until either Party shall give notice in writing to the other Party of a desire to terminate, change or modify the same at least one hundred and twenty (120) days prior to the applicable expiration date.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2009

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TSI Terminal Systems Inc.

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International Longshore and Warehouse Union,  
Ship and Dock Foremen, Local 514