

R.W.

I N D E X

SOURCE	Comp.		
EFF.	16	01	01
TERM.	88	12	31
No. OF EMPLOYEES	7		
NO. D'EMPLOYÉS	82		

ARTICLE

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ARTICLE 1 - SCOPE

- 1.01 This Agreement shall cover all office employees employed by Squamish Terminals Ltd., Squamish, B.C., excluding accountant, confidential secretary, superintendents, managers, employees above the rank of manager and employees included in other certified bargaining units.
- 1.02 Duties normally performed by employees covered by this Collective Agreement will not be performed by other employees except that past and current practices will remain in effect.
- 1.03 Where the Company is contemplating any significant changes in the work force due to technical or technological changes, and where the terms and conditions or security of employment of employees is likely to be affected, the Company will advise the Union ninety (90) days before such change is implemented.

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ARTICLE 2 - MANAGEMENT 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, promote, demote, or discipline employees, provided that a claim of discriminatory promotion, demotion, or transfer; or a claim that an employee 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;
- (d) the Company may establish from time to time rules and regulations governing employees covered by this Agreement, providing that such rules and regulations are neither inconsistent with the provisions of this Agreement nor inconsistent with the provisions of the Canada Labour Code and/or the Canadian Human Rights Act.

ARTICLE 3 -- GENERAL

- 3.01 All employees of the Company covered by this Agreement, shall, as a condition of employment, become and remain members in good standing of the Union. New employees shall, within one month from the date of employment, become members of the Union and continue in good standing as a condition of employment.
- 3.02 There shall be no discrimination against employees covered by this Agreement by either the Company or the Union.
- 3.03 The Company agrees that the Union shall be allowed the use of notice boards for posting of Union notices relative to recreational and social activities of the Union, notices of meetings and agendas, and notices of Union elections. All material other than as provided above will be subject to approval of the Terminal Manager prior to being posted.
- 3.04 Employees shall be given two (2) fifteen (15) minute coffee breaks per day.
- 3.05 The Company will acquaint new employees with the fact a Collective Agreement is in effect and the name of the Union representative.
- 3.06 The Union shall be advised prior to the elimination of any bargaining unit position and such matter will be discussed by the Employee/Management Committee.

ARTICLE 4 - TIME OFF FOR UNION REPRESENTATIVE

- 4.01 Time without loss of pay shall be granted to the employee representative when meeting with the Terminal Manager or his representative on matters concerning the application or administration of this Agreement.
- 4.02 Time off without pay may be granted by the Company to the Union representative to attend meetings, conventions, workshops, etc., pertaining to labour matters directly affecting the Union, provided that reasonable notice is given of the date and duration of such time off.
- 4.03 Except in the case of the fulfillment of requirements in connection with the working of a vessel, no member shall be expected to work past 1700 hours on the regular monthly meeting night. The Union agrees that employees covered by this Collective Agreement shall arrange for the regular monthly meetings at Squamish to be on the same night as other longshore locals having jurisdiction on the site.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The Union and its members will be governed by the Canada Labour Code in regard to strikes, work stoppages, or slowdowns.
- 5.02 The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.
- 5.03 The Company does not expect the employees to cross a picket line but should a picket line, whether legal or illegal be established, the Union undertakes to ensure an orderly shutdown of the Company's operation.

ARTICLE 6 - VACANCIES

- 6.01 (a) If and when any vacancies in regularly established positions or new positions covered by this Agreement require to be filled, they shall be posted within five (5) days of such vacancies occurring or of such new positions being established. The posting shall show rate of pay, effective date, classification, and hours of assignment, and shall be posted for ten (10) days in places accessible to all employees. Copies shall be furnished to the Union representative. Employees desiring such positions will forward to the designated officer their application including details of related experience within the ten (10) days specified in this rule. However, this shall not apply in respect of positions designated by the Company as temporary vacancies nor to vacancies occurring due to illness, injury, or other **authorized** leave of absence.
- (b) Employees on vacation or absent due to sickness, accident, or **authorized** leave of absence when the job is posted and who return to active employment within a period of three (3) weeks from the date of the posting shall be entitled to apply for the posted position within 48 hours after their return. This provision shall not interfere with the filling of such position during the interim period.
- 6.02 If and when any vacancies in regularly established positions or new positions covered by this Agreement require to be filled, the Company will give preference to applications from regular employees covered by this Agreement, who have the ability and technical skills to perform the job. When ability and technical skills are equal, seniority shall prevail. The Company reserves to itself the right to make the final decision in any case.
- Questions relating to the ability or technical skills of regular employees may be referred by either Party to the arbitrator for a final decision.
- 6.03 A temporary vacancy shall be of no more than sixty (60) days duration unless jointly agreed upon.
- 6.04 An employee who is awarded a position through a job posting shall be given a maximum period of thirty (30) working days in which to prove his or her competence and failing to do so shall be returned to the former position held.
- 6.05 To ensure competent performance of work, the Company undertakes to provide appropriate training when necessary. The Union undertakes to co-operate with the Company with respect to such training.

ARTICLE 7 - BENEFIT PLANS

GROUP LIFE INSURANCE

This plan provides Basic Life Insurance equivalent to twice an employee's annual salary rounded to the highest thousand. This plan is effective on completion of three months continuous service. The Company agrees to pay 77% of the cost of maintaining this coverage.

PENSION PLAN

The Company Pension Plan provides at normal retirement (age 65) a pension based on both the contributions made by an employee and the employer on behalf of the employee. The employee contributes 4% of earnings monthly, the Company contributes 6% of an employee's earnings monthly. This plan is effective on the first day of the month coincident with, or next following, completion of twelve months continuous service.

M.S.P.B.C. BASIC HEALTH COVERAGE

The Medical Services Plan of British Columbia provides standard medical coverage and is effective the first day of the month following an employee's effective date of employment. The Company agrees to pay 77% of the cost of maintaining this coverage.

EXTENDED HEALTH COVERAGE

This plan provides for additional medical coverage for prescription drugs, hospital care, and professional care such as special nursing services, physiotherapy, and ambulance service. The Plan is effective after three months continuous service and provides for 100% reimbursement of additional medical costs in excess of an overall \$25.00 deductible per person or family each calendar year. The Company agrees to pay 77% of the cost of maintaining this coverage.

SALARY CONTINUANCE - L.T.D. INSURANCE

This plan provides for 60% of an employee's regular monthly salary up to a maximum benefit of \$3,000.00 per month after an initial waiting period of ninety days. This benefit is payable until normal retirement at age 65. The Company agrees to pay 77% of the cost of maintaining this coverage.

DENTAL PLAN

This plan provides for 100% reimbursement for basic services (Plan A) and 80% reimbursement for Prosthetic Appliances, Crown and Bridge Procedures (Plan B). The Plan is effective after three months continuous service. The Company agrees to pay 77% of the cost of maintaining this coverage.

THE ABOVE-CITED IS INTENDED MERELY AS A BRIEF SUMMARY OF CERTAIN PROVISIONS OF THE VARIOUS BENEFIT PLAN. THE MASTER CONTRACTS WITH THE VARIOUS INSURANCE COMPANIES ARE THE GOVERNING DOCUMENTS. IN ORDER TO BE COVERED BY ANY SUCH BENEFIT PLANS, AN EMPLOYEE MUST MAKE APPLICATION FOR COVERAGE TO THE COMPANY.

DURING ANY NEGOTIATIONS FOR A RENEWAL OF THIS AGREEMENT, BENEFIT PLAN PAYMENTS WILL BE MAINTAINED BY THE COMPANY EXCEPT WHERE A STRIKE OR LOCKOUT OCCURS.



ARTICLE 8 - SENIORITY

- 8.01 Any employee shall acquire or be entitled to exercise seniority rights only after having worked for the Company a total of three (3) calendar months after which seniority shall count from the commencement date of employment.
- 8.02 An employee not having seniority rights may have services terminated at the sole discretion of the Company.
- 8.03 Seniority for the purpose of this **Agreement** is to be from the date of last entry into Company service except as otherwise provided in Section 8.01.
- 8.04 Seniority lists of all employees covered by this Agreement shall be posted as soon as possible after the effective date of this Agreement, and annually not later than January **31st** of each year following. Such lists shall show names, positions, and date of last entry into the service of the Company in any of the positions covered by this **Agreement**, from which date seniority shall accumulate subject to the last sentence of this paragraph. Copies of the lists shall be furnished to the local officers of the Union. It is agreed that Seniority Lists as posted shall be open for correction for a thirty (30) day period, and will thereafter be deemed accepted for all purposes of this Agreement.

ARTICLE 9 - CHECK OFF

- 9.01 The Company agrees to deduct Union initiation fees and dues from the wages of each regular employee following 30 days of employment and to forward the monies so collected to the Union, once monthly, together with a list of employees with the amounts deducted. The Company agrees payment shall be forwarded no later than within fifteen (15) days following the month for which deductions have been made.
- 9.02 No deduction, as provided for in Section 9.01 shall be made from temporary employees provided that such employee has not exceeded one calendar month, after which deductions shall be made.
- 9.03 The Union agrees to inform the Company of all such initiation fees and dues.
- 9.04 Notwithstanding any provisions contained in this Article there shall be no financial responsibility on the part of the Company for fees or dues of an employee unless there are sufficient unpaid wages of that employee in the Company's possession.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Any individual employee or group of employees or the Union or the Company shall have the right at any time to file a grievance concerning the interpretation, application, operation, or any alleged violation of the terms of this Agreement. Pending the investigation and settlement of any grievance, work shall continue to be performed.

Grievance must be submitted in writing, outlining the reason, date of occurrence and any additional pertinent information within fifteen (15) working days of the occurrence of such grievance.

10.02 The following steps constitute the recognized grievance procedure under this Agreement.

<u>STEP</u>	<u>REPRESENTING THE EMPLOYEE</u>	<u>REPRESENTING THE EMPLOYER</u>
1	Union Representative and Aggrieved	Supervisor and/or Department Head
2	Union Representative	Terminal Manager
3	Arbitrator	

- 10.03 (a) Procedures covering steps one (1) and two (2) shall not exceed five (5) working days each, but may be extended by mutual agreement between parties.  
(b) Decisions on steps one (1) and two (2) of the grievance procedure are to be presented in written detail within five (5) working days.  
(c) Grievances not appealed to a subsequent step of the grievance procedure within five (5) working days shall be deemed to have been abandoned.

10.04 In the event of arbitration, the Union and the Company shall endeavour to appoint a single Arbitrator. In the event there is a failure to agree upon the appointment of the Arbitrator, application shall be made to the Federal Minister of Labour who shall make the appointment.

10.05 The time limits set out in stages one (1) and two (2) of the Grievance Procedure may be extended by mutual agreement.

10.06 Neither party shall raise a technical objection before the Arbitrator that has not been raised during one or both of the previous Steps of the Grievance Procedure; however, it is the responsibility of the grievor to state his grievance clearly in writing, and in the manner stated initially it will proceed through all Steps of the Grievance Procedure, as necessary.

10.07 The findings of the Arbitrator shall be final and binding on both parties. The Arbitrator is not authorized to make any decision inconsistent with the provision of the Agreement, not to alter, modify or amend any part of this Agreement. Powers of the Arbitrator shall be limited strictly to the application and interpretation of this Agreement as written.

10.08 The Arbitrator shall work within the framework of such Arbitration Acts that are currently in existence and shall devote such time as is necessary to discharge his duties and responsibilities and shall be paid at a rate and upon a basis to be agreed upon between the Arbitrator and the Parties.

Fees and expenses incurred by the Arbitrator shall be paid jointly by the Parties to the Agreement.

ARTICLE 11 - CONDUCT AND DISCIPLINE

- 11.01 (a) In cases of discharge, suspension, or written warning, the Company will provide the employee and the Union with a written statement of the reason(s) within 24 hours (exclusive of Saturdays, Sundays, and Holidays) of the Company having become aware of the incident.
- (b) An employee shall receive a copy of any disciplinary report entered in their personnel records. These records shall be made available to each individual at their request.
- (c) The Union will provide the Company with a copy of any registered complaints by their members, concerning the Company or its servants.
- 11.02 Except in the case of a temporary or probationary employee who may be terminated without notice by the Company, an employee may file a grievance for alleged unjust discharge or suspension.
- 1.03 Any employee called before Management with respect to a grievance shall have a local Union representative present.

ARTICLE 12 - RECOGNIZED HOLIDAYS

12.01 The following days shall be Recognized Holidays:

- |                         |                     |
|-------------------------|---------------------|
| 1. New Year's Day       | 7. Labour Day       |
| 2. Good Friday          | 8. Thanksgiving Day |
| 3. Easter Monday        | 9. Remembrance Day  |
| 4. Victoria Day         | 10. Christmas Day   |
| 5. Dominion Day         | 11. Boxing Day      |
| 6. British Columbia Day |                     |

All other holidays instituted and recognized by Federal and Provincial Governments shall be recognized holidays.

Normal work shall cease at 12 noon on December 24th and December 31st.

One additional day holiday to be taken at a time convenient to the employee, subject to the approval of the Company, which approval shall not be unreasonably withheld.

12.02 Except as otherwise provided herein, an employee shall have his/her salary continued for any of the above named **Recognized** Holidays not worked, provided such employee has qualified for pay purposes to receive holiday pay under the terms set forth in the Canada Labour Code as General Holidays.

12.03 When a **Recognized** Holiday falls on the first or second day of rest, the holiday shall be observed on:

- (a) the working day(s) **immm**mediately preceding or following the general holiday, or
- (b) by mutual arrangement between an employee and the Company on any other suitable day.

12.04 An employee required to work on a **Recognized** Holiday shall be paid, in addition to their regular salary, a rate of double straight time for the hours worked on such Holiday. A minimum of four (4) hours pay at the appropriate overtime rate shall apply.

12.05 An employee scheduled for work on any of the above Holidays, but who fails to report will have the hourly equivalent salary rate for the day deducted from their salary.

ARTICLE 13 - VACATIONS.

13.01 Annual vacations with pay shall be granted employees and will be based on continuous service with the Company.

13.02 Paid vacations shall be on the following basis.

<u>Completed Years of Service</u>	<u>Annual Entitlement</u>
1 year	2 weeks
2 - 5 years	3 weeks
6 - 13 years	4 weeks
14 years and over	5 weeks

13.03 Applications for annual vacations shall be submitted by employees by April 1st and approved by the Company by **May 1st. Vacations** shall be granted for periods applied for provided **the vacations** are arranged in such a way that the number of employees available for work shall not be unduly reduced at any one time **that it** results in undue interference with the Company's operations.

13.04 The vacation year shall be the calendar year and earned vacations must be taken during such period.

ARTICLE 14 - SICK LEAVE

- 14.01 An employee shall earn sick leave credits at the rate of one and a quarter (1¼) days for each calendar month in which the employee receives pay for at least ten (10) days.
- Salary continuance for sick leave shall be accumulative subject to a maximum of two years accumulation. At which time an employee shall receive, at their option, either additional vacation days or additional pay for 50% of any unused sick leave entitlement.
- 14.02 An employee shall submit a medical certificate for periods of illness in excess of 5 working days or according to any insurance requirements.
- 14.03 It is just cause for dismissal for an employee to submit a false claim under this Article.

ARTICLE 15 - SPECIAL LEAVE

15.01 Reasonable time off, with pay, shall be granted for Bereavement Leave.



ARTICLE 16 - MISCELLANEOUS LEAVE

LEAVE WITHOUT PAY

16.01 Subject to management approval an employee may be granted leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause, such requests shall be in writing.

COURT LEAVE

16.02 An employee called upon to serve on a jury will not lose normal pay. Such an employee will turn over to the Company all monies, excluding expenses, paid for serving as a juror. Time spent by an employee required to serve as a court witness at the request of the Company in any matter arising out of their **employment**, shall be considered as time worked at the appropriate rate of pay.

LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

16.03 Leave for employees with child care responsibilities to be granted in accordance with the provisions of the Canada Labour Code.

ABSENCE WITHOUT LEAVE

16.04 (a) In the event an employee is to be absent for any reason, the Company must be notified prior to the time of commencement of work that day.

(b) When an employee is absent from duty without leave, their salary for each day shall be deducted.

(c) An employee absent from duty **without leave for a period** of five (5) consecutive days shall be **held to** have abandoned his position.

ARTICLE 17 - OVERTIME

- 17.01 An employee shall work overtime when so required by the supervisor in charge of the department subject to the provisions contained in this Agreement. Except for vessel changes such request must be made prior to 1500 that day.
- 17.02 All time worked in excess of the regular work shift and/or work week will be paid for at time and one half (1½) time employee's hourly rate of pay except that all work performed on Sundays will be paid for at double the employee's hourly rate of pay.
- 17.03 No employee shall be worked more than 5 consecutive hours without a meal period.
- 17.04 In the event an employee's scheduled overtime work requires work beyond a second meal period the second meal will be provided by the employer. In lieu of providing a meal, the employer may pay each employee involved a meal allowance of \$8.00.
- 17.05 Call-Back Overtime is overtime not continuous with the employee's normal working day and employees on Call-Back Overtime shall be paid at the following rates:
- |                             |  |
|-----------------------------|--|
| Normal Working Day          | Time and one-half (minimum 2 hours at overtime rate) |
| Saturday                    | Time and one-half (minimum 4 hours at overtime rate) |
| Sunday & Statutory Holidays | Double Time (minimum 4 hours at overtime rate)       |
- 17.06 Overtime will be distributed as equitably as possible amongst the employees.
- 17.07 No overtime shall be worked without prior approval of Department Head or Office Manager.

ARTICLE 18 - HOURS OF WORK

- 18.01 The normal work week shall provide for 35 hours work consisting of 5 shifts, Monday to Friday inclusive, during the hours of 8:00 a.m. to 5:00 p.m. The daily starting times of employees will be established by the Company on a weekly basis and will not normally be changed during a week except due to absence of another employee,
- 18.02 The normal work day shall provide for a shift of 7 hours work plus a lunch period of 1 hour.
- 18.03 No employee shall be required to work more than 12 hours in any 24 hours period.

ARTICLE 19 - LAY OFFS AND RECALL

- 19.01 In the event of a lay off, employees shall be laid off in the reverse order of the seniority, subject to qualifications.
- 19.02 Employees shall be recalled in the order of their seniority.
- 19.03 No new employee shall be hired until those laid off have been given an opportunity of recall. An employee laid off for a period greater than one year shall lose all rights of seniority or recall.
- 19.04 Notice of lay off shall be given an employee, other than a probationary employee five (5) working days prior to the scheduled lay off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.
- 19.05 The employer agrees to pay the full coverage, without recovery from the employee, for all benefit plans for employees, covered by said plans and laid off for a period of less than two (2) months.

ARTICLE 20 - SEVERANCE PAY

20.01 Employees who are eligible and qualify for severance pay in accordance with the Canada Labour Code, will receive one (1) normal work week's pay for each completed year of continuous employment. This benefit is not to be accumulative with the Code.

The total amount of severance pay which may be paid under this clause shall not exceed eight (8) weeks.

ARTICLE 21

21.01 An Employee/Management Committee shall be established consisting of two members from each of the Union and the Company. Such Committee shall be concerned with the promotion of sound employee/management relationships.

ARTICLE 22 - SALARY ADMINISTRATION

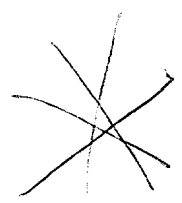
- 22.01 The Company shall provide all employees with a statement of earnings once per month setting forth details of all deductions.
- 22.02 Pay days will be every second Friday.
- 22.03 Payment for overtime, rate adjustment, and meals occurring during a two (2) week period will be paid bi-weekly with a one (1) week hold back.
- 22.04 An employee assigned to replace another employee on a temporary basis as well as fulfilling his/her own job function, shall be paid an additional \$15.00 per day. Should two employees be assigned to replace another employee they will each be paid an additional \$7.50 per day.
- 22.05 An employee assigned to a higher job classification on a temporary basis for five (5) or more consecutive calendar days will receive the rate of pay appropriate to that position. This clause shall not apply to an employee during job training.
- 22.06 Salary and Wage Schedule

	<u>Hourly Rate</u> <u>Jan. 1/86</u>	<u>Hourly Rate</u> <u>Jan. 1/87</u>	<u>Hourly Rate</u> <u>Jan. 1/88</u>
Traffic Co-ordinator	\$ 16.40	\$ 17.00	\$ 17.60
Clerk III	\$ 15.15	\$ 15.75	\$ 16.35
Clerk II	\$ 14.40	\$ 15.00	\$ 15.60
Clerk I	\$ 13.65	\$ 14.25	\$ 14.85
Office Junior	\$ 12.65	\$ 13.25	\$ 13.85

New employees with less than two (2) years practical office experience will be classified as Office Junior for a period no less than six (6) months nor exceeding twelve (12) months.

1 Year Service as Clerk I advances to Clerk II level.

1 Year Service as Clerk II advances to Clerk III level.



ARTICLE 23 - DURATION - NOTICES

DURATION

This Collective Agreement commences January 1, 1986 and remains in force and effect until midnight December 31, 1988.

NOTICES

All notices required by this Agreement to be given by either Party to the other shall be given in writing and shall be given by delivering same to the Head Office of either Party, or if no such Head Office, then by registered mail postage prepaid at the local General Post Office addressed as follows:

Squamish Terminals Ltd.  
P.O. Box 1520  
Squamish, B.C.  
V0N 3G0

International Longshoremen's and Warehousemen's Union  
Local 517  
100 - 111 Victoria Drive  
Vancouver, B.C.  
V5L 4C4

On behalf of SQUAMISH TERMINALS LTD.

[Handwritten signature]  
[Handwritten signature]

on behalf of INTERNATIONAL  
LONGSHOREMEN'S & WAREHOUSEMEN'S  
UNION, LOCAL 517

[Handwritten signature]  
[Handwritten signature]  
[Handwritten signature]

Signed this 29<sup>th</sup> o f August, 1986



ARTICLE 24 - AGREEMENT RE-OPENER

24.01 This Agreement may be amended by mutual consent.