

THE  
C O L L E C T I V E  
A G R E E M E N T

*between*

The nineteen companies collectively  
known as the  
**WATERFRONT FOREMEN EMPLOYERS  
ASSOCIATION**

*and*

**INTERNATIONAL LONGSHOREMEN'S  
AND WAREHOUSEMEN'S UNION  
SHIP AND DOCK FOREMEN**  
LOCAL No. 514  
*Canadian Area*

•

*April 2, 1987*

**COLLECTIVE AGREEMENT  
1986**

BETWEEN:

The nineteen Companies collectively known as the  
Waterfront Foremen Employers Association.

ARROW STEVEDORING INC.  
ASSOCIATED STEVEDORING CO. LTD.  
BRITISH COLUMBIA FOREST PRODUCTS  
LTD., STUART CHANNEL WHARVES  
DIVISION  
CANADIAN STEVEDORING CO. LTD.  
CASCO TERMINALS LTD.  
CASSIAR MINING CORPORATION  
CERESCORP INC.  
EMPIRE STEVEDORING CO. LTD.  
FIBRECO EXPORT INC.  
FRASER SURREY DOCKS LTD.  
NEPTUNE BULK TERMINALS (CANADA)  
LTD.  
PACIFIC COAST TERMINALS CO. LTD.  
SQUAMISH TERMINALS LTD.  
VANCOUVER ISLAND STEVEDORING  
CO. LTD.  
VANCOUVER WHARVES LTD.  
WESTCAN STEVEDORING CO. LTD.  
WESTCAN TERMINALS LTD.  
WESTERN STEVEDORING CO. LTD.  
WHITE PASS TRANSPORTATION LIMITED

As represented by their joint bargaining Agent  
Waterfront Foremen Employers Association.

AND:

International Longshoremen's and Warehousemen's  
Union, Ship and Dock Foremen  
Local 514, Canadian Area.

January 1st, 1986 — December 31st, 1988

## PREAMBLE

THIS COLLECTIVE AGREEMENT made this 2nd day of April, 1987.

BETWEEN:

ARROW STEVEDORING INC.  
ASSOCIATED STEVEDORING CO. LTD.  
BRITISH COLUMBIA FOREST PRODUCTS  
LTD., STUART CHANNEL WHARVES  
DIVISION  
CANADIAN STEVEDORING CO. LTD.  
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WESTCAN TERMINALS LTD.  
WESTERN STEVEDORING CO. LTD.  
WHITE PASS TRANSPORTATION LIMITED

Of the First Part

AND:

International Longshoremen's and Warehousemen's  
Union, Ship and Dock Foremen Local 514,  
Canadian Area (hereinafter called "the Union")

Of the Second Part

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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 longshoremen in the capacities as named in the Canadian Labour 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 Canadian 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 employer that he is willing to have his employer make his 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 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 the UNION will provide the COMPANY with a list of all applicants within 15 days from date of posting. Such postings will remain current for a period of 105 days from date of posting. The COMPANY will consider all suitable candidates giving due weight to qualifications, ability and seniority. 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 reserves to itself the right to make the final decision in any case.

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(b) Should the COMPANY be unable to obtain a suitable 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.

(c) Probationary period for new foremen shall not extend for more than ninety (90) days.

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(d) The UNION is to be advised in writing of all new foremen hired.

(e) 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. 1/3

(b) Any foreman who voluntarily becomes a member of the UNION must maintain his 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. a 1

(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. C 1



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.

##### **Procedure: Step 1**

Any foreman 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 foreman. The Company representative shall meet with the aggrieved foreman or foremen and his 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 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. 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, failing resolution, within ten (10) days from the date the grievance was received at Step 3, may be sent by either Party to Step 4 – Arbitration.

Minutes shall be kept of Step 3 meetings and shall conform essentially to the following:

- (a) Date and place of meeting
- (b) Names and position of those present
- (c) Identifying number and description of the grievance
- (d) Brief statement of UNION position
- (e) Brief statement of COMPANY position
- (f) Decision reached.

The Minutes are to be presented within three (3) days, exclusive of Saturdays, Sundays and holidays, 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) days from the date of the final step 3 meeting.

An Arbitrator and an alternate shall be agreed by the Parties who shall be appointed for the duration of the Agreement. He shall act only after all the preceding steps have been exhausted.

The Arbitrator shall render his decision as soon as practicable after the grievance has been referred to him. Fees and expenses incurred by the Arbitrator shall be borne equally by the UNION and the COMPANY unless the Arbitrator otherwise orders.

(b) 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.

(c) 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 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.

(d) 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 of 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.

(e) 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 of 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. 74  
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(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. 77  
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(b) The Waterfront Foremen Employers Association will contribute to the Plan subject to its provisions, as follows: 78  
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(i) Effective January 1, 1986 — \$573 per foreman per quarter.

**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 upon forms known as the C140 and C141. The C141 will be broken into areas e.g. Lower Mainland, Vancouver Island and Prince Rupert.

(c) Upon request the RO 38 form will be available to the UNION.

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

On regular monthly meeting nights, work will cease at 5:00 p.m., but a one-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-Canadian Area/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 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: 636

1. Payment will be only made for days actively engaged in Supreme Court Jury or Coroner's Court Duty. 1
2. Foremen will receive a per diem payment for days actually sitting on Supreme Court Jury Duty or Coroner's Court Duty of 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.

**(b) Bereavement Leave**

Where a death occurs in a foreman's family (spouse, mother, 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 resides), a foreman upon request will be granted three days leave with pay at 8 S.T. hours at the base rate for each day. Such days must be taken off within 10 days of death and one day shall include the day of funeral. 630  
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**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 guarantee will be suspended until he makes himself 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 up a UNION post.  $\frac{63}{4}$

**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 month's notice except in the case of pool foremen when two month's notice shall be given.  $\frac{96}{02}$

(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)	54
7% of earnings = 3 weeks and 3 days vacation	1 3 -3
11 to 14 years' service (inclusive)	11 4
8% of earnings = 4 weeks vacation	13 4.4
15 to 19 years' service (inclusive)	20 5
9% of earnings = 4 weeks and 4 days vacation	25 5-3
20 to 24 years' service (inclusive)	
10% of earnings = 5 weeks vacation	
25 years' service or more	
11% of earnings = 5 weeks and 3 days 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 was paid.

**3. Creditable Years of Service**

(a) A foreman's creditable years of service for vacation pay purposes shall be his 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 longshoreman shall be determined in accordance with the BCMEA/ILWU 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 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 is 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 vacation.

### Article 20

#### RECOGNIZED HOLIDAYS

(a) The following days shall be Recognized Holidays:

- |                         |                        |
|-------------------------|------------------------|
| 1. New Year's Day       | 7. Labour Day          |
| 2. Good Friday          | 8. Thanksgiving Day 53 |
| 3. Easter Monday        | 9. Remembrance Day 110 |
| 4. Victoria Day         | 10. Christmas Day      |
| 5. Dominion Day         | 11. Boxing Day         |
| 6. British Columbia Day |                        |

(b) In addition to the holidays named, the Parties agree to recognize holidays as agreed to in the BCMEA/ILWU-Canadian Area Collective Agreement.

(c) When a Recognized Holiday 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 hours up to 12 noon shall be paid for. 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 8 hours times the basic straight time hourly rate. If a foreman works on a Recognized Holiday he shall be paid double the straight time rate of pay in addition to his 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 shifts each day as follows:

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

8:00 a.m. to 5:00 p.m.— (Day Shift)

5:00 p.m. to 1:00 a.m.- (Night Shift)

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 hour.

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(b) Rates of pay:

Jan. 1/86 Jan. 1/87 Jan. 1/88

GRAVEYARD SHIFT

Mon. to Sun.	\$41.01	\$41.01	\$41.01
Holidays	\$43.13	\$43.13	\$43.13

DAY SHIFT

Mon. to Fri. (S.T.)	\$22.54	\$22.99	\$23.68
Saturdays	\$31.78	\$31.78	\$31.78
Sundays..	\$41.01	\$41.01	\$41.01
Holidays	\$43.13	\$43.13	\$43.13

NIGHT SHIFT

Mon. to Fri.	\$31.78	\$31.78	\$31.78
Sat. and Sun.	\$41.01	\$41.01	\$41.01
Holidays	\$43.13	\$43.13	\$43.13

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2. Extended Time:

- (a) If and when a foreman is required by the COMPANY to perform work outside any shift, he shall be paid a minimum of one half hour and up to a maximum of two hours. It is understood that 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 foreman who would otherwise be employed to supervise men.

(b) Rates of Pay:

A foreman shall be paid at the greater of

- (i) 1½ 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) Rates of pay:

	Mon.-Fri. Incl.	sat.	Sunday & Hol.
Day Shift 1 hour minimum, 5 p.m. to 6 p.m.	1½ x S.R.	1½ x S.R.	1½ x S.R.
Day Shift, with 9th hour occurring after 6 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. 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 sees fit, he 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 ST. or the applicable shift rate whichever is the greater.

**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 sees fit he 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 9:00 p.m. (Prolonged Day Shift)  
9:30 p.m. to 8:00 a.m. (Prolonged Night Shift)
- (e) No foreman will be required to work prolonged shifts on more than two succeeding days, but he may if he 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. to 5:00 a.m.  
Day Shift - - - - 12:00 noon to 1:00 p.m.  
Night Shift - - - - 9:00 p.m. to 9:30 p.m.  
Any of the above meal periods may be advanced or deferred up to one hour and shall be paid for at 1½ x applicable shift rate. If required, a foreman shall work through any meal period, in which case he shall

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be paid during such time at 1½ x applicable shift rate.

- (b) The following meal periods shall be observed for shift extensions as defined in No. 3 except when the extension is for one hour or less:

Graveyard Shift - . . - 8:00 a.m. to 8:30 a.m.  
 Day Shift - - - - - 5:00 p.m. to 6:00 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:

\$13.00 Effective April 2, 1987

\$15.00 Effective January 1, 1988

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

- (a) A Shift Extension in excess of one hour
- (b) A Double Shift
- (c) A Prolonged Shift

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 99.9

**9. Reporting Pay:**

A foreman reporting for work on his assigned shift shall be paid a minimum shift guarantee. In the case of a double shift, two full shifts will be guaranteed.

46  
 05

**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 hour worked is one 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, 24 hours per day, 7 days per week, every day of the year and when foremen are required to work through a meal period in order to maintain such continuous operation they will be paid for such time as follows:

Effective Jan. 1/86

At the greater of the applicable shift rate or the overtime rate.

Effective April 2, 1987

At 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 longshoremen are working under Article 21.05 uninterrupted operations of the BCMEA/ILWU — Canadian Area Agreement the following applies to foremen (foreman) supervising those longshoremen:

- (i) The foremen (foreman) will work through the meal period and shall be paid for at 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) 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 days if they (he) see(s) fit.



15. 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 men 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 Prince Rupert
- 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 home area may be considered to be a foreman within that outside area until returned to his home area. He 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 home port while so employed.

**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 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.

They must apply to all job postings within their area and accept any corresponding offer. Service Group foremen not applying, nor continuing to apply for job postings within their area, will only remain in the Service Group for a maximum of 180 days from date of entering the Service Group.

If a Service Group foreman applies for a job posting in his area and is not accepted by the Company posting such a job, the 180 days will commence again from the date of his rejection. Should the Service Group foreman be released in the 90 day probation period the 180 days will commence from the date of his release. If no posting

is forthcoming in the term of the 180 days the time will be extended until another posting in his 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.

#### 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:

Effective Jan. 1/86: Employer Contribution  
— 71¢ per hour  
Employee Contribution  
— 62¢ per hour

Effective Jan. 1/87: Employer Contribution  
— 87¢ per hour

70  
A, CK  
798  
769  
72  
979

Employee Contribution  
— 78¢ per hour

Effective Jan. 1/88: Employer Contribution  
— \$1.00 per hour

Employee Contribution  
— 78¢ per hour per hour

(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 Agreement when they are supervising men 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 home port.

(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.

(b)(i) Effective January 1, 1983, the WFEA on behalf of the Member Companies will arrange for an air travel insurance policy for Accidental Death & Dismemberment in the principle amount of \$150,000 (effective April 2, 1987: \$225,000) for foremen required to travel, at Company direction, on charter or commercial flights. Effective

April 2, 1987, 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 the straight time rate of pay, as follows:

**TRAVELLING TIME  
RETURN TRIP EXPRESSED IN HOURS**

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

(\*Eff. April 2/87)

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

**TRANSPORTATION ALLOWANCE  
RETURN TRIP EXPRESSED IN DOLLARS**

**EFFECTIVE  
JANUARY 1,  
1986**

Location	Allowance
Squamish	-
Port Alberni	-
Nanaimo/Harmac	-
Chemainus	44.68
Crofton	63.22
Cowichan Bay	18.55
Victoria	68.28
Vancouver	23.60
New Westminster	5.06
Woodfibre	73.34
Ladysmith	105.37
	60.69
	42.15
	37.09
	32.03
	35.40
	48.04
	54.79
	21.92
	40.46
	43.83
	69.12
	37.09
	32.03
	3.37
	58.16
	13.49
	5.06
	5.06
	15.17
	47.21
	35.40

(EFF. April 2/87)

(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 Jan. 1, 1986	Effective April 2, 1987
Midnight to 11 a.m.	\$ 8.50	\$10.00
11:00 a.m. to 4:00 p.m.	10.50	12.00
4:00 p.m. to Midnight	17.00	19.00

(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 rates of pay. 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 15 minutes travelling time at the basic straight time 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 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 days they will be paid travelling time from Vancouver Island to Vancouver in addition to their travel allowance entitlement under Article 24(g).

## Article 25

### WAGES

#### 1. Rate:

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

Effective Jan. 1/86	— \$22.54 per hour
Effective Jan. 1/87	— \$22.99 per hour
Effective Jan. 1/88	— \$23.68 per hour

50¢  
—  
1

- (b) Foremen working, as head foremen shall receive a premium of \$1.00 (one dollar) 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 50¢ (fifty cents) 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 30¢ (thirty cents) 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

24  
—  
3



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 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 actual earnings of the previous week (Sunday to Saturday) less deductions.
  - (ii) A Company foreman or a Company Pool foreman who has completed his probationary period who so elects in writing at the beginning of any quarter shall be paid 1/13 of his 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 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 prorated 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. Weekly upon request, foremen will be notified of their 1/91 pro-rata charges.

**3. Overtime:**

Overtime hours will be paid in accordance with Article 21.

**Article 26**

**TRAINING PROGRAM**

In order to qualify men 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.

**Article 27**

**INDUSTRY COMMITTEE**

A Committee consisting of 3 members of the Waterfront Foremen Employers Association and 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 150, 152 and 153 of Part V 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 January 1, 1986 to December 31, 1988, signed and sealed this 2nd day of April, 1987.

**Article 29**

**DURATION**

**This Agreement shall remain in effect until midnight December 31st, 1988 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 ninety 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 Waterfront Foremen Employers Association on behalf of its members.

D. JOHNSTON

As to the International Longshoremen's and Warehousemen's Union. Ship and Dock Foremen. Local 514, Canadian Area.

D. SIGURDSON

R. PICKERING

C. McLEAN

G. WRIGHT

C. McINTOSH

## RETIRING ALLOWANCE AGREEMENT

This agreement between the nineteen Companies collectively known as the Waterfront Foremen Employers Association (WFEA) and the International Longshoremen's and Warehousemen's Union (ILWU) — Ship and Dock Foremen — Local 514, is effective from January 1, 1986 to December 31, 1988.

### 1. Eligible Members

There are two categories of Eligible Members, both of whom must be employed under the terms of the WFEA/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 — Canadian Area. 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 date of birth satisfactory to the WFEA before any payment of benefits provided herein shall begin.

**4. Time Limitation**

Application for benefits must be made within one 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 Dec. 22/82 — \$17,000

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

\$17,000 (\$1,545.00) — Effective 22/82 for each year of service between 14 and 25 years of Creditable Service.

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

- (b) If having attained the age required for early retirement under the WFPP and having 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 April 2, 1987:

However if a foreman retires under the present Rule of 87 of 26 years service and age 61, his SPP upon retirement will not be discounted under the WFPP factors.

**8. Death**

**Effective December 22, 1982**

In the event that an Eligible Member, who was at least age 55 with at least 15 years of creditable service at the time of his death, should die before receiving any or all of such benefit, such benefit that he would have been entitled to had he retired at the date of his death shall be paid to his estate.

**9. Retroactivity**

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

**10. Time of Payment**

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

In witness whereof, the Parties hereto have caused their official seals to be affixed this 2nd day of April, 1987.

International Longshoremen's and Warehousemen's  
Union -- Ship and Dock Foremen — Local 514:

D. SIGURDSON

R. PICKERING

C. McLEAN

G. WRIGHT

C. McINTOSH

Waterfront Foremen Employers Association (on behalf  
of the nineteen member companies ):

D. JOHNSTON

**SCHEDULE OF WAGE RATES – EFFECTIVE JANUARY 1, 1986**

**1986 HOURLY PAY RATES  
– FOREMEN –  
Effective January 1, 1986  
(Expressed in dollars )**

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SHIFT											
Mon-Fri 0800-1700		Mon-Fri 1700-0100			Sat 0800-1700		Mon-Sun 0100-0800 Sun 0800-1700 Sat&Sun 1700-0100			General Holidays All Shifts	
Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman
1. Regular shift, first half of double shift, normal shift of prolonged shift											
22.54	23.54	31.78	33.28	31.78	33.28	41.01	43.01	43.13	45.13		
2. Meal hour penalty – bulk liquid.											
33.81	35.31	33.81	35.31	33.81	35.31	41.01	43.01	43.13	45.13		
3. Meal hour penalty – other than bulk liquid.											
33.81	35.31	47.67	49.92	47.67	49.92	61.52	64.52	64.70	67.70		





**SCHEDULE OF WAGE RATES – EFFECTIVE JANUARY 1, 1987**

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**1987 HOURLY PAY RATES  
– FOREMEN –  
Effective January 1, 1987  
(Expressed in dollars)**

		<b>SHIFT</b>									
		<b>Mon-Fri 0800-1700</b>		<b>Mon-Fri 1700-0100</b>		<b>Sat 0800-1700</b>		<b>Mon-Sun 0100-0800 Sun 0800-1700 Sat &amp; Sun 1700-0100</b>		<b>General Holidays All Shifts</b>	
Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman
1. Regular shift, first half of double shift, normal shift of prolonged shift.		22.99	23.99	31.78	33.28	31.78	33.28	41.01	43.01	43.13	45.13
2. Meal hour penalty – bulk liquid.		34.48	35.98	34.48	35.98	34.48	35.98	41.01	43.01	43.13	45.13
3. Meal hour penalty – other than bulk liquid.		34.48	35.98	47.67	49.92	47.67	49.92	61.52	64.52	64.70	67.70



**SCHEDULE OF WAGE RATES – EFFECTIVE APRIL 2, 1987**

**1987 HOURLY PAY RATES  
– FOREMEN –  
Effective April 2, 1987  
(Expressed in dollars )**

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		<b>SHIFT</b>									
		Mon-Fri 0800-1700		Mon-Fri 1700-0100		Sat 0800-1700		Mon-Sun 0100-0800 Sun 0800-1700 Sat & Sun 1700-0100		General Holidays All Shifts	
Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman
1. Regular shift, first half of double shift, normal shift of prolonged shift.		22.99	23.99	31.78	33.28	31.78	33.28	41.01	43.01	43.13	45.13
2. Meal hour penalty – other than uninterrupted operations.		34.48	35.98	47.67	49.92	47.67	49.92	61.52	64.52	64.70	67.70
3. Meal hour penalty – uninterrupted operations.		45.98	47.98	63.56	66.56	63.56	66.56	82.02	86.02	86.26	90.26



**SCHEDULE OF WAGE RATES – EFFECTIVE JANUARY 1, 1988**

**1988 HOURLY PAY RATES  
– FOREMEN –  
Effective January 1, 1988  
( Expressed in dollars )**

46

		SHIFT									
		Mon-Fri 0800-1700		Mon-Fri 1700-0100		Sat 0800-1700		Mon-Sun 0100-0800 Sun 0800-1700 Sat & Sun 1700-0100		General Holidays All Shifts	
		Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman	Foreman	Head Foreman
1.	Regular shift, first half of double shift, normal shift of prolonged shift	23.68	24.68	31.78	33.28	31.78	33.28	41.01	43.01	43.13	45.13
2.	Meal hour penalty – other than uninterrupted operations.	35.52	37.02	47.67	49.92	47.67	49.92	61.52	64.52	64.70	67.70
3.	Meal hour penalty – uninterrupted operations.	47.36	49.36	63.56	66.56	63.56	66.56	82.02	86.02	86.26	90.26

*B*

