

**2007 – 2015**  
**COLLECTIVE AGREEMENT**

**BETWEEN:**

**RIDLEY TERMINALS INC.**

**AND:**

**INTERNATIONAL LONGSHORE AND  
WAREHOUSE UNION CANADA, LOCAL 523**

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## ARTICLE 1 - INTRODUCTION

### **Article 1.01 Intent and Purpose**

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those Employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Employer and the Union, to the mutual benefit of the Parties to this Agreement.
- (b) Further, the purpose of this Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 5 of this Agreement, to prevent strikes, lockouts, slowdowns or other interference with work, unnecessary expense, and avoidable delays in carrying out the most efficient and effective operations of the Employer's business, and to enhance the living standards and working conditions of the Employees.

## ARTICLE 2 – SCOPE OF AGREEMENT

### **Article 2.01 Recognition of Exclusive Bargaining Agent**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the Employees in the bargaining unit described in the Certification issued under the Canada Labour Code, subject to the exclusions ordered by the Canada Industrial Relations Board or recognized by the Parties.
- (b) This Agreement shall apply to:
  - (i) all Employees of the Company covered by the Certification dated July 25, 2000 issued by the Canada Industrial Relations Board to the Union;
  - (ii) all Employees in the positions of Operations Planner or Information Services Analyst, who became covered by the Certification dated August 1, 2002 issued by the Canada Industrial Relations Board to the Union; and
  - (iii) any other persons employed by the Company whom the Company and the Union may mutually agree to be covered by this Agreement

### **Article 2.02 No Individual Agreements**

No Employee shall be compelled to or allowed to enter into any individual contract or agreement with the Employer concerning conditions of employment which vary the conditions of employment herein.

## **Article 2.03                      Definitions**

- (a) The term “Employee” shall, for the purpose of this Agreement, mean all persons employed by the Company referred to in Article 2.01(b) above.
- (b) The term “Regular Employee” shall, for the purpose of this Agreement, mean all Employees in the bargaining unit who have successfully completed their probationary period, and shall not include Temporary Employees.
- (c) The term “Temporary Employee” shall, for the purpose of this Agreement, mean an Employee who is hired by the Employer on a temporary basis to:
  - (i) relieve another Employee in the bargaining unit who is absent from work for a period not to exceed one (1) year, unless the Company and the Union mutually agree to extend the period, or
  - (ii) meet short-term additional manning needs of the Employer for a period not to exceed one hundred and twenty (120) calendar days, unless the Company and the Union mutually agree to extend the period.

Temporary Employees shall be on probation for the first ninety (90) calendar days of employment from the date of hire. Article 18.01(d) shall apply to a Temporary Employee during his probationary period.
- (d) The term “Company Personnel” shall, for the purpose of this Agreement, mean all persons employed by the Company, regardless as to whether the person is included within or excluded from the bargaining unit represented by the Union.
- (e) The term “Company” or “Employer” shall, for the purpose of this Agreement, mean Ridley Terminals Inc.
- (f) The term “Union” shall, for the purpose of this Agreement, mean the International Longshore and Warehouse Union, Local 523, and the International Longshore and Warehouse Union, Canada.
- (g) The term “Department” shall, for the purpose of this Agreement, mean each of the following Departments:
  - (i) Electrical
  - (ii) Mechanical
  - (iii) Warehouse
  - (iv) Operations
  - (v) Steam Plant
  - (vi) CIS/CCR
  - (vii) First Aid/Security

- (h) The term “qualifications” shall mean:
- (i) In the case of a position which requires a journeyman’s ticket or other professional qualification, that the Employee holds such a ticket or qualification with any endorsement(s) required.
  - (ii) In the case of a non-ticketed position, that the Employee has the required skills and abilities for the position.
  - (iii) Where the Employee had, at some time in the past, held a position within the bargaining unit on a permanent basis, he/she is deemed to have met the qualifications for that position, provided that the Employee meets subparagraph (i) above, if applicable.

**Article 2.04                      Sale or Lease**

In the event of the sale or lease of the Company’s business, or any part thereof, the provisions of the Canada Labour Code, as may be amended from time to time, shall apply.

**ARTICLE 3 - UNION RECOGNITION**

**Article 3.01                      Membership**

- (a) Subject to Article 3.01(c) below, all Employees covered by this Agreement who were hired by the Company prior to July 25, 2000 and who:
  - (i) were members of the Union prior to July 25, 2000, or
  - (ii) chose to become a member of the Union after July 24, 2000
 shall, as a condition of employment, remain a member of the Union.
- (b) Subject to Article 3.01(d) below, all Employees covered by this Agreement who were hired after July 24, 2000 shall, as a condition of employment:
  - (i) become a member of the Union within thirty (30) days after entering employment with the Company, and
  - (ii) remain a member of the Union.
- (c) All Employees in the positions of Operations Planner or Information Services Analyst covered by this Agreement who were hired by the Company prior to August 1, 2002 and who:
  - (i) were members of the Union prior to August 1, 2002, or



- (ii) chose to become a member of the Union after July 31, 2002

shall, as a condition of employment, remain a member of the Union.

- (d) All Employees in the positions of Operations Planner or Information Services Analyst covered by this Agreement who were hired after July 31, 2002 shall, as a condition of employment:
  - (i) become a member of the Union within thirty (30) days after entering employment with the Company, and
  - (ii) remain a member of the Union.

### **Article 3.02 Recognition of Picket Lines**

The Company recognizes the right of the individual Union members to refuse, as a matter of conscience, to cross a legal picket line of any union engaged in a strike or lockout. The Company will not discipline any Employee for failing to cross a legal picket line. Any Employee failing to report to work as a result of his/her refusal to cross a legal picket line shall be considered to be absent without pay. In such circumstances, the Employee may choose to use banked hours or any earned, but unused, vacation entitlement to cover the loss of his/her wages.

### **Article 3.03 Harassment and Discrimination**

- (a) All Company Personnel have the right to work in an environment free from harassment, including sexual harassment, and discrimination.
- (b) “Harassment” shall mean any improper conduct, comment, gesture or contact by any Company Personnel employed by the Company that is directed at and offensive to another Company Personnel employed by the Company, and which the first person knew or ought reasonably to have known would be offensive. “Harassment” shall not include the legitimate exercise of any Company Personnel’s supervisory authority.

“Sexual Harassment” shall mean any conduct, comment, gesture or contact of a sexual nature that:

- (i) is likely to cause offence or humiliation to any Company Personnel, or
- (ii) might, on reasonable grounds, be perceived by that Company Personnel as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

“Discrimination” shall mean any conduct that is prohibited by the Canadian Human Rights Act and its regulations, as may be amended from time to time, and includes discrimination on the basis of an Employee’s membership in the Union or participation in its activities.

- (c) An Employee who believes that he/she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 5 of this Agreement.
- (d) If an Employee files a grievance pursuant to paragraph (c) above, the Employer shall carry out forthwith an investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within fourteen (14) calendar days of the grievance being filed that such an investigation has been undertaken. The Employer agrees that any Company Personnel against whom a complaint is brought, pursuant to paragraph (c) above, shall not participate in the carrying out of the investigation into the Employee's complaint.
- (e) Any information arising from an investigation undertaken pursuant to paragraph (d) above shall be provided to the Union. Both the Employer and the Union shall treat the information as confidential.
- (f) An alleged offender under paragraph (c) above shall be entitled:
  - (i) to be given notice of the substance of the complaint brought against him/her; and
  - (ii) to be given notice of, and to attend and participate in, any arbitration hearing which is held with respect to the Employee's grievance.
- (g) The Employer shall prepare a policy regarding harassment, sexual harassment and discrimination, and shall make it available to all Company Personnel.

#### **Article 3.04 Union Investigation of the Standing of Employees' Conditions**

- (a) A properly authorized representative of the Union, upon providing advance notice to the Employer, shall be allowed access to investigate the standing of all Employees' conditions under this Agreement. Such notice shall be provided to the Employer during normal business hours (from 8:00 a.m. to 4:30 p.m. on Monday to Friday). In the case of a Union Representative who is not a member of the International Longshore and Warehouse Union Canada, Local 523, such notice shall be provided during normal business hours (as above) on any day prior to the date that access is sought. The Employer shall not unreasonably deny access. The Employer is entitled to require an individual to substantiate that he/she is an authorized representative of the Union.
- (b) Access to the Union Representative shall not result in any disruption to the Employer's operations, and shall not result in any Employee neglecting their work duties and responsibilities.

#### **Article 3.05 Check-Off: Process and Procedures**

- (a) The Company shall deduct from the wages of each Employee covered by this Agreement, whether or not the Employee is a member of the Union, initiation fees, assessments and union dues, and shall remit the amount to the Union pursuant to paragraph (b) below.

- (b) All membership applications, and all monies deducted from the Employee's earnings pursuant to paragraph (a) above, are to be forwarded to the Secretary Treasurer of the Union, together with a list of Employees to whom monies are to be credited as well as the names and addresses of any new Employees hired by the Company, on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the membership applications were received and/or the deductions were made.
- (c) Upon resignation, lay off or termination for cause, the Employer will deduct any current dues from the Employee's final pay cheque and remit as per paragraph (b) above.
- (d) The Union will advise the Employer in writing as to the amount of monies to be deducted as per paragraph (a) above, and of any changes in the amounts to be deducted.
- (e) In the event that the Union alleges any violation by the Employer of this Article, notice of such alleged violation shall be given to the Employer in writing.

**Article 3.06                    An Employee's Failure to Maintain Membership in Good Standing**

- (a) Upon notice in writing from the Union to the Employer that an Employee:
  - (i) has refused to become a member of the Union pursuant to Article 3.01(b) or (d), or
  - (ii) has resigned from being a member of the Union, or
  - (iii) has not signed or has revoked his/her written assignment of wages to pay initiation fees, assessments or union dues,

the Employer shall immediately suspend or terminate the employment of such Employee.
- (b) The Union shall indemnify the Employer and hold it blameless against any suits, claims, demands and liabilities that may arise from the purpose of complying with the provisions of paragraph (a) above.

**Article 3.07                    Union Bulletin Board**

The Company shall grant the Union the right to place a bulletin board in the Operations/Maintenance lunchroom for the purpose of posting Union notices.

**Article 3.08                    Performance of Bargaining Unit Work**

- (a) Subject to paragraphs (b), (c) and (d) below, and any other express provision in this Agreement, Company Personnel whose jobs are not in the bargaining unit shall not perform work presently done by Employees covered by this Agreement.

- (b) A Coordinator may perform bargaining unit work:
- (i) where unforeseen circumstances arise which call for immediate action to avoid interruption of the Company's operations; or
  - (ii) in order to provide temporary relief or assistance when agreed to by the Employee performing the bargaining unit work; or
  - (iii) (deleted)
  - (iv) for the purposes of instruction or training as may be necessary in the discharge of his/her supervisory duties.

The performance of bargaining unit work by a Coordinator pursuant to this provision is not intended to result in the displacement or loss of hours of work by an Employee. Should it be agreed between the Parties, or found by an Arbitrator, that an Employee has been displaced or has lost hours of work due to the performance of bargaining unit work by a Coordinator pursuant to this provision, the Company will pay the Employee the amount of pay he/she lost as a result.

- (c) If overtime work is required to be performed at the end of a shift, the Coordinator shall seek a volunteer(s) from amongst the qualified Employees who are on site to perform the overtime work. If a sufficient number of qualified Employees do not volunteer to perform the work, the Coordinator shall be permitted to perform the required work, other than operating the locomotive, the dumper, the stacker/reclaimer or the ship loader. In such circumstances, the parties agree that the Coordinator shall be included in constituting the minimum manning requirements pursuant to Article 21.02.

If the Coordinator reasonably anticipates that the required overtime work will last for more than four (4) hours, the Coordinator shall call in a qualified Employee to perform the work pursuant to Article 21.03(a). If the Company is unable to find a qualified Employee after following the procedure in Article 21.03(a), the Coordinator shall be permitted to perform the required work as per this provision.

- (d) Notwithstanding paragraphs (a), (b) and/or (c) above, it is acknowledged that the Materials Control Coordinator will be required to perform bargaining unit work in the Warehouse Department.
- (e) Notwithstanding paragraphs (a), (b) and/or (c) above, but subject to paragraph (f) below, it is acknowledged that the Information Services Coordinator will be required to perform the bargaining unit work of the Information Services Analyst in the CIS/CCR Department.
- (f) The Information Services Coordinator will not perform the bargaining unit work of a qualified Operations Planner in the CIS/CCR Department except as permitted by paragraphs (b) and (c) above.

- (g) Notwithstanding paragraphs (d) and (e) above, the Company agrees that the Materials Control Coordinator and the Information Services Coordinator shall not perform the indicated bargaining work in those circumstances where all of the following conditions are met:
- (i) The Company requires at least a full shift of the indicated bargaining unit work to be performed on a temporary basis.
  - (ii) The Company knows, at least twenty-four (24) hours in advance, that it will require the performance of the bargaining unit work referred to in sub-paragraph (i) above.
  - (iii) There is a laid off Regular Employee who:
    - 1. is on the “Active-Subject to Recall” list pursuant to Article 14.01(e), and
    - 2. is qualified to perform the required bargaining unit work.
  - (iv) The laid off Regular Employee referred to in sub-paragraph (iii) above must, notwithstanding Articles 14.01(e)(vii) and (viii),
    - 1. immediately accept the temporary bargaining unit work assignment when offered by the Company, and
    - 2. be willing and available to report to work to perform the temporary bargaining unit work assignment when required by the Company.

The period of time during which the laid off Regular Employee reports to work, to perform the temporary bargaining unit work assignment pursuant to this provision, shall not be considered as a “recall to work” under Article 14.01(e) of the Collective Agreement; however Article 14.01(e)(iv) shall apply in these circumstances.

- (h) Notwithstanding paragraph (d) above, and subject to paragraph (g) above, where an Employee in the Warehouse Department is not available and/or able to perform his/her scheduled shift, the Materials Control Coordinator will replace the Employee with another Employee from the Warehouse Department where all of the following conditions are met:
- (i) The Employee’s absence will be for at least a full shift.
  - (ii) The Company knows, at least four (4) hours in advance of the start time of the Employee’s scheduled shift, that the Employee will not be available and/or able to perform his/her scheduled shift.
  - (iii) No other Employee in the Warehouse Department is already scheduled to work during the shift that the Employee (referred to in (i) above) is absent.
  - (iv) Another Employee in the Warehouse Department, that the Materials Control Coordinator calls pursuant to this provision, accepts the call-in.

### Article 3.09 Contracting Out

- (a) Prior to contracting out or contracting in work that is normally performed by Employees in the bargaining unit, the Company will, where operational requirements permit, consult with the Employees in the Department who normally perform the work. The purpose of such consultation shall be to review:
  - (i) the nature of the proposed work to be contracted out/in,
  - (ii) the equipment, facilities and/or skills necessary to perform the proposed work to be contracted out/in, and
  - (iii) the alternatives which may be available to having the proposed work contracted out/in.
- (b) Subject to paragraph (d) below, the Company shall provide a Local Union Representative with at least seventy-two (72) hours notice, in writing, prior to the contracting out of equipment or parts which are not normally sent off site to be repaired.
- (c) Subject to paragraph (d) below, the Company shall provide a Local Union Representative with at least forty-eight (48) hours notice, in writing, prior to bringing a contractor on the site to perform work which is normally performed by Employees in the bargaining unit.
- (d) If, due to unforeseen circumstances which call for immediate action to avoid the interruption of operations, the Company is unable to provide the applicable notice pursuant to paragraph (b) or (c) above prior to contracting out/in work, the Company shall endeavour to provide a Local Union Representative with as much advance notice as is possible in the circumstances.
- (e) The Company shall not contract out or contract in work that is normally performed by Employees covered by this Agreement if the contracting out or contracting in of such work would directly result in the lay-off or reduction of regular hours of work of a Regular Employee.

## ARTICLE 4 - MANAGEMENT

### Article 4.01 Management Rights

The management of the Company's operation, and the direction of its workforce, including the right to hire, to discipline or discharge for just cause, to transfer, and to make and alter rules and regulations to be observed by the Employees, is vested exclusively in the Employer, provided such rights are not exercised by the Employer in a manner which would be inconsistent with the provisions of this Agreement.

## **Article 4.02                    Rules and Regulations**

Where the Employer establishes or alters rules and regulations, such rules and regulations shall be in accordance with the following:

- (i) Consistent with the terms and conditions of this Agreement;
- (ii) Clear and reasonable;
- (iii) Applied consistently taking into account individual circumstances; and
- (iv) Employees shall be advised in writing prior to implementation. The length of the notice shall be reasonable in light of the particular circumstances and, as determined by the Employer, shall not be less than seven (7) or more than thirty (30) calendar days, with the exception of rules pertaining to health and safety, environmental or other regulatory requirements which may necessitate immediate implementation.

## **ARTICLE 5 - ADJUSTMENT OF GRIEVANCES**

### **Article 5.01                    Persons Authorized to deal with Grievances**

- (a) The Union agrees to provide the Employer with a written list of the names of any persons, other than Shop Stewards, who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union, and to provide further written advice of changes made in the list from time to time.
- (b) The Employer agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Employer, and to provide further written advice of changes made in the list from time to time.

### **Article 5.02                    Grievance**

Either Party may take up, as a grievance, any questions as to the interpretation, application, administration or alleged violation of this Agreement. Any grievance lodged by an Employee, the Union or the Employer shall be in writing, outlining the reason, date of occurrence and additional pertinent information within the time limit set out in Article 5.03(b)(i). Any grievance lodged by an Employee must be filed through the Union.

### **Article 5.03                    Grievance Procedure**

The following Steps constitute the recognized grievance procedure under this Agreement.

#### **(a)     Informal Step**

As an informal step, the Employee is encouraged to make an earnest effort to resolve the grievance directly with the Management person to whom the Employee reports. At the

Employee's option, the Shop Steward for the Department in which the Employee works may accompany the Employee. Where no Department Steward exists, or the Department Steward is not readily available, the Employee may choose to be accompanied by another Shop Steward or Union Representative who is on Site and is readily available.

(b) Step One

- (i) Failing a satisfactory informal resolution, notice in writing of the grievance must be filed with a person designated by the Employer within fourteen (14) calendar days after the occurrence of the alleged grievance or of the date on which the Employee first has knowledge of it.
- (ii) The notice in writing shall be brief, but shall clearly describe the nature of the incident or occurrence which gave rise to the grievance, the provision(s) of this Agreement which has been violated, and the remedy sought.
- (iii) The Employer's representative must answer the grievance in writing within fourteen (14) calendar days.

(c) Step Two

- (i) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step One, a meeting shall be held between the Employee, the Chief Shop Steward and/or a Union Representative, and a person or persons designated by the Employer in an attempt to resolve the grievance.
- (ii) This Step must be taken by notice in writing within seven (7) calendar days of the date on which the written answer was delivered in Step One. The Parties shall meet to discuss the grievance within fourteen (14) calendar days of the date the written notice was submitted pursuant to this Step. The Employer's representative must answer the grievance in writing within seven (7) calendar days of the meeting.

(d) Step Three

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Two, a Union Representative and the Employer shall meet, within seven (7) calendar days of the date on which the written answer was delivered in Step Two, to come to a satisfactory resolution of the grievance. If the Parties are unable to reach a settlement, the grievance shall move to Step Four.

(e) Step Four

- (i) In the event that a resolution of the grievance, satisfactory to the Union and the Employer, does not result at Step Three, either Party may advance the grievance to arbitration pursuant to Article 5.05.
- (ii) This Step must be taken by notice in writing within seven (7) calendar days of the meeting held at Step Three.



**Article 5.04 Discharge, Union or Employer Grievances**

A discharge, Union or Employer grievance shall be commenced at Step Two of the grievance procedure within the time limit set out in Article 5.03(b)(i).

**Article 5.05 Arbitration**

- (a) In the event of a grievance advancing to arbitration, the Union and the Employer shall endeavour to appoint a single Arbitrator within fourteen (14) calendar days of the date on which the written notice to arbitrate was delivered pursuant to Step Four of the grievance procedure. In the event that the Parties fail to agree upon the appointment of the Arbitrator, either Party may apply to the Federal Minister of Labour to make the appointment.
- (b) Neither Party shall raise an objection before the Arbitrator that had not been raised at Step One and/or Step Two of the grievance procedure.
- (c) The decision of the Arbitrator shall be binding on both Parties and on any Employee affected by it.
- (d) The Arbitrator is not authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any provision of this Agreement. The powers of the Arbitrator are limited strictly to the application and interpretation of this Agreement as written.
- (e) The Arbitrator shall devote such time as is necessary to discharge his/her duties and responsibilities, and shall be paid at a rate to be agreed upon between the Arbitrator and the Parties.
- (f) The Union and the Employer shall each bear one-half (½) of the fees and expenses associated with the appointment of the Arbitrator.

**Article 5.06 General Guidelines**

- (a) Time away from work by the Employee Grievor due to statutory holidays, leave of absence, short-term disability and/or vacation periods will not be counted in determining the time limits provided for in Articles 5.03, 5.04 and 5.05.
- (b) Time limits fixed within Articles 5.03, 5.04 and 5.05 may be extended by mutual agreement between the Parties.
- (c) If a grievance is not presented within the prescribed time limit of the applicable Step, or the agreed extended time limit, the grievance will be deemed to be abandoned. If the response to a grievance is not given within the prescribed time limit of the applicable Step, or the agreed extended time limit, the grievance may be immediately advanced to the next Step.

**Article 5.07                    Discipline**

- (a) The imposition of discipline on an Employee by the Company shall be based on the principle of progressive discipline. When an Employee is to be disciplined for any reason, the Company shall provide the Employee the opportunity to have a Shop Steward or Union Representative present, provided the Shop Steward or Union Representative is on Site and leave from their work duties and responsibilities shall not result in any undue disruption to the Employer's operations.
- (b) The Parties agree that oral discussions which occur between the Employer and an Employee shall be considered corrective action and not discipline.
- (c) The Parties agree with the principle that when an Employee is to be disciplined, the discipline shall be imposed in a timely manner from the occurrence of the incident or the date the Employer first had knowledge of it. The Employer will provide the Employee and the Union with a written statement of the reason(s) for discipline within twenty-four (24) hours (exclusive of Saturdays, Sundays and Holidays) of the Employer having imposed discipline on the Employee.
- (d) An Employee shall receive a copy of any disciplinary report entered in his/her personnel records. These records shall be made available to each Employee at his/her request.

**Article 5.08                    Employee Records - Limitation**

- (a) Subject to paragraph (b) below, a disciplinary report placed on an Employee's personnel file will be removed from the file after the earlier of:
  - (i) the expiration of twelve (12) months from the date it was issued, provided there have not been any further disciplinary infractions during that period, or
  - (ii) the expiration of twenty-four (24) months from the date it was issued.
- (b) The Employer shall be entitled to rely upon any disciplinary report placed on an Employee's personnel file which is material to any disciplinary action which was imposed on the Employee prior to the expiration of the applicable period of time referred to in paragraph (a) above.
- (c) In the event that an Employee is absent from work for:
  - (i) leave of absence with or without pay (excluding vacation leave),
  - (ii) illness or injury, and/or
  - (iii) layoff

for more than thirty (30) consecutive calendar days, the entire period of the Employee's absence shall not be included for the purpose of calculating the length of time referred to in paragraph (a) above.

## ARTICLE 6 - HOURS OF WORK

### **Article 6.01                    Changes of Existing Schedules**

- (a) When the Company intends to change from the work schedule currently worked by one or more Employee(s) to another approved schedule in Article 6.03 or 6.04, the Company agrees to provide the Union and the affected Employee(s) with thirty (30) calendar days written notice prior to implementing the new work schedule. The Union will, if it so requests in writing, be given a reasonable opportunity to consult with the Company during this thirty (30) calendar day notice period.
- (b) In the event the Company wants to implement a work schedule other than that approved in Article 6.03 or 6.04, the Company shall obtain the mutual agreement of the local Union.

### **Article 6.02                    Continuous Operation**

It is acknowledged that this Agreement contemplates the ability for the Company to operate as a continuous seven (7) days per week operation.

### **Article 6.03                    Non-Tour Employee Schedules**

- (a) Subject to Article 6.01(b), Non-Tour Employees shall be on a forty (40) hour work week consisting of a regular work schedule of:
  - (i) Four (4) consecutive days of ten (10) hour shifts. Each Department shall schedule approximately one half (½) of its Non-Tour Employees on a Monday to Thursday shift, and the remainder on a Tuesday to Friday shift. Such scheduling is the responsibility of the Employees in the Department and their Coordinator. If consensus concerning the scheduling cannot be achieved, then the seniority of the qualified Non-Tour Employees within the Department will be the determining factor in scheduling the affected Employees in accordance with the requirements of this provision; or
  - (ii) Five (5) consecutive days, Monday to Friday, of eight (8) hour shifts.
- (b) (i) Subject to paragraph 6.03(b)(ii) below, the hours of work for the Non-Tour Employees working the schedule pursuant to paragraph (a)(i) above shall be:
 

Day Shift - 07:00 to 17:30

  - (ii) If an Employee in the position of Information Services Analyst and the Company mutually agree, the hours of work set out in Article 6.03(b) may be varied. If, as a result, there is an increase in the hours of work compared with the Employee's regular schedule (as set out in Article 6.03(b)), overtime shall be paid in accordance with Article 6.05(a)(ii).

- (c) (i) Subject to paragraph 6.03(c)(ii) below, the hours of work for the Non-Tour Employees working the schedule pursuant to paragraph (a)(ii) above shall be:

Day Shift - 08:00 to 16:30

Afternoon Shift - 16:00 to 24:00

Night Shift - 24:00 to 8:00

In the event that the Company intends to move a Non-Tour Employee from one scheduled shift (i.e., the day, the afternoon or the night) to another, the Company shall, where circumstances permit, provide interim notice to the Non-Tour Employee by the end of his/her scheduled weekly work shift. In the event that the Company, due to its operational requirements, is unable to provide the interim notice or needs to revise the interim notice previously provided to the Non-Tour Employee, the Company shall provide a minimum of twenty-four (24) hours notice from the start of the scheduled shift or the re-scheduled shift, whichever is sooner, to:

- (1) reschedule the Non-Tour Employee pursuant to this provision, or
- (2) revise the interim notice previously provided to the Non-Tour Employee.

The determination as to which Non-Tour Employee shall be rescheduled shall be the responsibility of the Employees in the Department and their Coordinator. If consensus cannot be achieved between the Employees and their Coordinator, then the seniority of the qualified Employees within the Department will be the determining factor in deciding which Employee shall be rescheduled by the Coordinator.

- (ii) If an Employee in the position of Information Services Analyst and the Company mutually agree, the hours of work set out in Article 6.03(c) may be varied. If, as a result, there is an increase in the hours of work compared with the Employee's regular schedule (as set out in Article 6.03(c)), overtime shall be paid in accordance with Article 6.05(a)(ii).
- (d) (i) Subject to Article 6.03(d)(ii) below, the hours of work in paragraphs (b) and (c) above shall include a twenty (20) minute wash-up period in the dry at the end of the Non-Tour Employee's shift.
- (ii) Employees in the CIS/CCR Department will not be entitled to a wash-up period in the dry pursuant to Articles 6.03(d)(i) unless they perform duties which require them to wear coveralls and other protective equipment pursuant to Article 20.01.
- (e) A shift differential is payable for Non-Tour Employees scheduled to work on an afternoon or night shift pursuant to paragraph (c) above. The amount of the shift differential, as at the date of ratification of this Agreement, is one dollar and 16 cents (\$1.16) per regular hour worked as at April 13, 2008. The amount of the shift differential will be increased at the same time and in the same manner as salary increases are effected pursuant to Article 22.02.

- (f) Non-Tour Employees working on the day shift shall receive a one-half (½) hour unpaid meal break and two (2) fifteen (15) minute paid coffee breaks per shift. Non-Tour Employees working on the afternoon or night shift shall receive a one-half (½) hour paid meal break and two (2) fifteen (15) minute paid coffee breaks per shift.
- (g) A Non-Tour Employee who is scheduled to work overtime on a day shift shall receive a one-half (1/2) hour meal break paid at the double-time rate.
- (h) The Company shall provide a minimum of three (3) days notice to a Non-Tour Employee whom the Company reschedules to relieve a Tour Employee. The determination as to which Non-Tour Employee shall be rescheduled shall be the responsibility of the Employees in the Department and their Coordinator. If consensus cannot be achieved between the Employees and their Coordinator, the seniority of the qualified Employees within the Department will be the determining factor in deciding which Employee shall be rescheduled by the Coordinator.
- (i) When a Non-Tour Employee is rescheduled pursuant to paragraph (h) above to relieve a Tour Employee for a period of less than the applicable averaging period, overtime shall be paid for hours worked to relieve the Tour Employee on Monday through Friday in accordance with Articles 6.05 (a), and for all hours worked on Saturday or Sunday.
- (j) In the event that the Company intends to reschedule a Non-Tour Employee, on one of his/her regularly scheduled work days, to work a Tour Employee's 18:00 to 06:00 shift, the Company shall, where circumstances permit, provide interim notice to the Non-Tour Employee by the end of his/her scheduled weekly work shift. In the event that the Company, due to its operational requirements, is unable to provide the interim notice or needs to revise the interim notice previously provided to the Non-Tour Employee, the Company shall provide a minimum of twenty-four (24) hours notice from the start of the scheduled shift or the re-scheduled shift, whichever is sooner, to:
  - (i) reschedule the Non-Tour Employee pursuant to this provision, or
  - (ii) revise the interim notice previously provided to the Non-Tour Employee.

In the circumstances the Company reschedules a Non-Tour Employee pursuant to this provision, the Non-Tour Employee shall be scheduled for and work the whole shift and receive overtime for the hours in excess of his/her regular shift. If the Company has no operational requirement for the Non-Tour Employee to work subsequent 18:00 to 06:00 shifts, the Employee shall then return to his/her normal shift. For clarity, those operational requirements would have otherwise resulted in the Company having to reschedule a Non-Tour Employee to work that 18:00 to 06:00 shift.

The determination as to which Non-Tour Employee shall be rescheduled shall be the responsibility of the Employees in the Department and their Coordinator. If consensus cannot be achieved between the Employees and their Coordinator, then the seniority of the qualified Employees within the Department will be the determining factor in deciding which Employee shall be rescheduled by the Coordinator.

- (k) When a Non-Tour Employee works a Tour Employee's shift pursuant to either paragraph (h) or (j) above, he/she shall not be required to make up time.

- (l) In the event that the Company provides less than the minimum notice to a Non-Tour Employee pursuant to paragraph (c) or (j) above, then the Employee shall be paid two (2) hours of overtime in addition to the applicable rate of pay for the hours worked by the Employee.

#### **Article 6.04                      Tour Employee Schedules**

- (a) Subject to Article 6.01(b) the regular work schedule of Tour Employees shall be based on:
- (i) Subject to Article 6.04(a)(iii) and (iv), four (4) consecutive shifts of twelve (12) hours followed by four (4) consecutive days off. Total hours worked by Tour Employees shall be averaged over eight (8) weeks (consisting of seven (7) cycles of four (4) shifts on/four (4) shifts off). All tour completion hours in excess of an average of forty (40) per week shall be paid at double time (x2); or
- (ii) Subject to Article 6.04(a)(iii) and (iv), an average of forty (40) hours per week over a three (3) week work cycle consisting of two (2) weeks of three (3) consecutive shifts of twelve (12) hours and one (1) week of four (4) consecutive shifts of twelve (12) hours.

Each Department shall schedule approximately one-half (1/2) of its affected Tour Employees on a Monday to Wednesday shift, and the remainder on a Thursday to Saturday shift. Such scheduling is the responsibility of the affected Tour Employees in the Department and their Coordinator(s). If consensus concerning the scheduling cannot be achieved, then the affected Tour Employees shall be rotated between the Monday to Wednesday shift and the Thursday to Saturday shift by the Coordinator on an equitable basis.

Each affected Tour Employee will be scheduled by the Department Coordinator to work a fourth (4<sup>th</sup>) consecutive day during the same week in each recurring three (3) week cycle (i.e., those Employees working Monday to Wednesday will be scheduled by the Coordinator to work a fourth (4<sup>th</sup>) shift on either the preceding Sunday or the following Thursday, and those Employees working Thursday to Saturday will be scheduled to work a fourth (4<sup>th</sup>) shift on either the preceding Wednesday or the following Sunday).

The Company shall provide the affected Tour Employee, by the end of his/her scheduled weekly work shift, with interim notice of which fourth (4<sup>th</sup>) consecutive day the Employee will be scheduled to work the following week. In the event that the Company, due to its operational requirements, needs to change the scheduled fourth (4<sup>th</sup>) consecutive day that the Employee had been advised he/she would be required to work the following week, the Company shall provide the Employee with a minimum of twenty-four (24) hours notice of the change to his/her work schedule.

If an affected Tour Employee is not on site at the end of his/her scheduled weekly work shift, it shall be the Employee's responsibility to contact the Company in

order to find out which fourth (4<sup>th</sup>) consecutive day the Employee will be scheduled to work the following week.

- (iii) (1) Subject to Article 6.04(g), one Employee in the CIS/CCR Department will be required to work a “Flexible Schedule”. This Employee will be the Employee in the position of Information Services Analyst, unless the number of Operations Planners is increased to five (5), at which time the Company, pursuant to Article 6.04(g), may re-classify the Employee in the position of Information Services Analyst to work a Non-Tour Employee schedule, and each of the Operations Planners will then take a turn working the Flexible Schedule in rotation.
- (2) The Employees in the CIS/CCR Department will agree on the vacation, banked time off and unpaid LOA schedule, and the expected Flexible Schedule prior to the start of each tour in a way that is acceptable to:
- the individual requesting the vacation, banked time off or unpaid LOA,
  - the Employee working the Flexible Schedule,
  - the other Employees in the Department, and
  - the Coordinator.

After the Schedule has been agreed, Employees in the Department will only be able to book additional vacation, banked time off, or unpaid LOA if the Employee working the Flexible Schedule is willing and able to adjust his/her schedule to accommodate the request and the Coordinator approves the revised schedule. A minimum of one (1) week’s notice is required.

- (3) In the event that the Company intends to revise the Flexible Schedule after the schedule has been agreed, the Company shall, where circumstances permit, provide interim notice to the Employee working the Flexible Schedule by the end of his/her scheduled weekly work shift. In the event that the Company, due to its operational requirements, is unable to provide the interim notice or needs to revise the interim notice previously provided to the Employee working the Flexible Schedule, the Company shall provide a minimum of twenty-four (24) hours notice to:
- (i) reschedule the Employee working the Flexible Schedule pursuant to this provision, or
  - (ii) revise the interim notice previously provided to the Employee working the Flexible Schedule.

In the event that the Company provides less than the minimum notice to the Employee working the Flexible Schedule pursuant to this paragraph, then the Employee shall be paid two (2) hours of overtime pay in addition to the applicable rate of pay for the hours worked by the Employee.

- (iv) The regular work schedule of part-time Security Employees shall be two (2) consecutive days, Saturday and Sunday, of twelve (12) hour shifts. This will be considered a tour schedule, and so tour differential will be paid in accordance with Article 6.04(e).
- (b) (i) Subject to paragraph 6.04(b)(ii) below, the hours of work for the Tour Employees working the schedule pursuant to paragraph (a)(i), (ii) or (iii) above shall be:

Day Shift - 06:00 to 18:00

Night Shift - 18:00 to 06:00

- (ii) If an Employee in the position of Information Services Analyst and the Company mutually agree, the hours of work set out in Article 6.04(b) may be varied. If, as a result, there is an increase in the hours of work compared with the Employee's regular schedule (as set out in Article 6.04(b)), overtime shall be paid in accordance with Article 6.05(a)(ii).

- (iii) The hours of work for the Tour Employees working the schedule pursuant to paragraph (a)(iv) above shall be:

Day Shift - 08:00 to 20:00

Night Shift - 20:00 to 08:00

One Employee shall work the Day Shift, and the other the Night Shift. The determination as to which shift will be worked by each Employee shall be the responsibility of the Employees in the Department and their Coordinator. If consensus cannot be achieved between the Employees and their Coordinator, then it shall be scheduled by the Coordinator on an equitable basis.

- (c) (i) In the event that the Company intends to reschedule a Tour Employee from one scheduled shift to another (i.e., the day shift to night shift, or vice-versa), the Company shall, where circumstances permit, provide interim notice to the Tour Employee by the end of his/her scheduled weekly work shift. In the event that the Company, due to its operational requirements, is unable to provide the interim notice or needs to revise the interim notice previously provided to the Tour Employee, the Company shall provide a minimum of twenty-four (24) hours notice from the start of the scheduled shift or the re-scheduled shift, whichever is sooner, to:

(1) reschedule the Tour Employee pursuant to this provision, or

(2) revise the interim notice previously provided to the Tour Employee.

The determination as to which Tour Employee shall be rescheduled shall be the responsibility of the Employees in the Department and their Coordinator. If consensus cannot be achieved between the Employees and their Coordinator, then the seniority of the qualified Employees within the Department will be the determining factor in deciding which Employee shall be rescheduled by the Coordinator.



- (ii) A Tour Employee who moves from his/her regular shift to another shift pursuant to paragraph (i) above shall not be compensated for less than he/she should have received without moving (i.e. Sunday Premium, Statutory Holiday Pay).
  - (iii) A Tour Employee who moves from his/her regular shift to another shift pursuant to paragraph (i) above shall not be required to make up time.
  - (iv) In the event that the Company provides less than the minimum notice to a Tour Employee pursuant to paragraph (i) above, then the Employee shall be paid two (2) hours of overtime pay in addition to the applicable rate of pay for the hours worked by the Employee.
- (d)
- (i) Subject to Article 6.04(d)(ii) below, the hours of work in paragraph (b) above shall include a twenty (20) minute wash-up period in the dry at the end of the Tour Employee's shift.
  - (ii) Employees in the CIS/CCR Department will not be entitled to a wash-up period in the dry pursuant to Articles 6.04(d)(i) unless they perform duties which require them to wear coveralls and other protective equipment pursuant to Article 20.01.
- (e) A tour differential is payable to Tour Employees in the amount, as at March 30, 2008, of one dollar and 44 cents (\$1.44) per regular hour worked as at April 13, 2008. The amount of the tour differential will be increased at the same time and in the same manner as salary increases are effected pursuant to Article 22.02.
- (f) Tour Employees shall receive three (3) half (½) hour paid meal breaks per shift. A Tour Employee will not be required to work in excess of five (5) consecutive hours without a meal break.
- (g)
- (i) The Company shall be entitled to reclassify a Tour Employee to a Non-Tour Employee, and to thereafter schedule the Employee pursuant to Article 6.03, where a significant change has occurred to the Company's operations which reasonably supports such a reclassification. The Company shall retain the right to return the Employee to the status of a Tour Employee.
  - (ii) The Company agrees to provide the affected Employee with thirty (30) calendar days written notice prior to reclassifying the Employee from Tour to Non-Tour or from Non-Tour back to Tour.

## **Article 6.05                      General Provisions**

The following provisions apply to the work schedules of all Employees:

- (a)    Overtime            Note: All overtime is on a voluntary basis.
- (i)    Subject to paragraph (f) below and to Article 16.02(a) of this Agreement, all overtime is paid at double time (x2).

- (ii) Double time (x2) is paid for hours worked beyond the Employee's regular shift or, subject to Article 6.04(a), for hours worked or paid in excess of forty (40) regular hours in the work week (Sunday to Saturday).
  - (iii) Scheduling of overtime is the responsibility of the Employees in the Department and their Coordinator. Overtime is to be distributed equally among the Employees in the Department when and where it is possible. If consensus concerning the scheduling of overtime cannot be achieved between the Employees in the Department and their Coordinator, then it shall be the responsibility of the Department Coordinator to schedule the overtime in accordance with the requirements of this paragraph.
  - (iv) A part-time Employee, who is scheduled to work less than the total daily regular hours of a full-time Employee in the same classification, shall receive the following with respect to any hours in a day which are in excess of his/her scheduled hours of work and for which he/she may be entitled to be paid pursuant to this Agreement:
    - (1) straight-pay for all hours up to the daily regular hours of a full-time Employee in the same classification; and
    - (2) the applicable overtime rate of pay for any hours thereafter.
  - (v) Notwithstanding any provision in this Agreement, with the exception of Articles 6.05(a)(iv) and 6.05(b)(i), a part-time Employee who attends work on his/her regular day off shall receive straight-time pay for all hours he/she is entitled to be paid up to forty (40) hours in the work week.
- (b) Sunday Premium
- (i) Work scheduled on a Sunday is paid at time and one-half (x1½), except for work scheduled on a Sunday for part-time Security Employees, which is paid at straight time (x1).
  - (ii) Overtime hours worked on a Sunday are paid at double time (x2).
- (c) Extended Overtime
- (i) When an Employee is required to work more than four (4) hours prior to the start of a regular shift, double time (x2) will be paid for the period prior to the regular shift and double time (x2) for the regular shift, if worked.
  - (ii) When an Employee is required to work four (4) hours or less prior to the start of a regular shift, double time (x2) will be paid for the period prior to the regular shift and straight time for the regular shift.
  - (iii) An Employee will not be required to work in excess of sixteen (16) consecutive hours, unless there is an emergency situation.

(d) Call Time

- (i) In the event an Employee is called back to work after having left for the day or is called in on a regularly scheduled day off, a minimum of four (4) hours of double time (x2) is guaranteed. However, if, during the four (4) hours prior to the start of the overtime shift, the overtime shift is cancelled, the Employee will be paid for two (2) hours at the double time (x2) rate.
- (ii) An Employee, who is called in to work with less than four (4) hours notice prior to the start of the required work, shall be paid two (2) hours of overtime pay in addition to the overtime hours worked by the Employee.

(e) Banking of Overtime

- (i) Employees may choose to receive overtime paid at double time (x2) in pay or to receive the straight-time portion of the overtime earnings in pay and bank the premium portion. Banked time can be paid out or may be taken in equivalent time off at a time suitable to the Employee and his/her Coordinator. The maximum amount of time that can be banked is one hundred and sixty-eight (168) hours.

- (ii) The following Overtime may be banked:

- |                                                                                                                            |                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Tour Completion<br>(Article 6.04(a)(i))                                                                                | The premium portion of tour completion hours.                                                                                                                                            |
| (2) Overtime<br>(Articles 6.03(g); 6.05(a)(i);<br>(b)(ii); (c)(i) and (ii); (d)(i)<br>and (ii); 6.07(a)(iii) and (d)(iii)) | The premium portion of overtime hours paid at double time (x2).                                                                                                                          |
| (3) Statutory Holidays<br>(Article 8)                                                                                      | A lieu day may be received in pay or banked as another day off.<br><br>The premium portion of overtime payment for hours worked on a Statutory Holiday.                                  |
| (4) Meetings<br>(Article 6.05(f))                                                                                          | The premium portion of overtime payment for attendance at meetings where double time (x2) overtime applies.<br><br>Straight-time overtime for attendance at regular Department meetings. |

- |     |                                                                            |                                                                                                                                                                           |
|-----|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (5) | Training<br>(Articles 16.02 (a) (ii)(2);<br>(iii) and (iv))                | The premium portion of overtime payment for attendance at training where double time (x2) overtime applies.<br><br>Straight-time overtime for travel to training courses. |
| (6) | Hot Change<br>(Article 6.06(a) and (b))                                    | The premium portion of hot change hour.                                                                                                                                   |
| (7) | Short Notice Premium<br>(Article 6.03(1); 6.04 (a)(iii)(3)<br>and (c)(iv)) | The premium portion of short notice hours.                                                                                                                                |

(f) Attendance at Meetings

- (i) Meetings, other than Department meetings or meetings dealt with in paragraph (v) below, shall be scheduled for up to a maximum of three (3) hours. Employees who are required by the Company to attend such a meeting will:
- (1) if on their regular days off, be paid a minimum of two (2) hours at double time (x2) up to a maximum of three (3) hours at double time (x2), or
  - (2) if on their scheduled work days, be granted a leave without loss of regular pay. If the Employee's attendance at the meeting is outside the regular hours of work for his/her shift, the Employee shall be paid double time (x2) for such excess hours.

If the Company authorizes the meeting to extend beyond the three (3) hours maximum, the Employees who attend such meetings shall be granted further leave without loss of regular pay, or be paid double time (x2) for such excess hours, whichever is applicable.

- (ii) Department meetings shall be scheduled by the Coordinator for up to a maximum of two (2) hours. It is acknowledged that each Operations Crew generally has its own Department meeting and that the Employees in the CIS/CCR and Security Departments may attend a meeting with an Operations Crew in lieu of their own Department meetings. Employees who attend such meetings will:
- (1) if on their regular days off, be paid for two (2) hours at straight-time, or
  - (2) if on their scheduled work days, be granted a leave without loss of regular pay. If the Employee's attendance at the Department meeting is outside the regular hours of work for his/her shift, the Employee shall be paid straight time for such excess hours.

If the Coordinator authorizes the meeting to extend beyond the two (2) hours maximum, the Employees who attend such meetings shall be granted further leave

without loss of regular pay, or be paid straight time for such excess hours, whichever is applicable.

- (iii) Lunches paid for by the Company will be considered voluntary unless otherwise specified.
- (iv) Tour Employees who are required to attend meetings three (3) hours or more prior to the start of a regular shift that is worked by the Employee, and who have less than a two (2) hour break between the end of the meeting and the start of the regular shift, will be paid through to the commencement of their regular shift at the appropriate rate.
- (v) A Union Representative, a Shop Steward and/or the affected Employee shall be granted a leave without loss of regular pay to attend a meeting with the Employer pursuant to Articles 5.03 or 5.07(a) of this Agreement.
- (vi) In the event that the Employer schedules a Step 2 or Step 3 grievance meeting at a time where there is no Union Representative on site, the Employer agrees to provide straight-time pay to one (1) Union Representative only for the time that he/she is actually required to attend at the grievance meeting with the Employer.
- (vii) Every effort shall be made for the Employee Grievor and the Shop Steward and/or Union Representative to meet outside of their regularly scheduled working hours to prepare for the Step 2 grievance meeting with the Company. However, if this is not possible, the Company shall allow the Employee Grievor and one of either the Shop Steward or Union Representative a leave of absence from their regularly scheduled working hours, without loss of regular pay, for a period of one-half (1/2) hour immediately preceding the Step 2 meeting, provided that the leave does not result in any undue disruption to the Company's operations.

#### **Article 6.06                      Hot Change**

- (a) Subject to paragraphs (b), (c) and (e) below, an Employee who is required:
  - (i) to report to his/her assigned work area for a hot change prior to the start of his/her scheduled shift, or
  - (ii) to wait at his/her assigned work area for a hot change at the end of his/her shift,
 shall be paid one (1) hour at double time (x2) rate.
- (b) Subject to paragraphs (c) and (e) below, an Employee in the Steam Plant who is required:
  - (i) to report to his/her assigned work area for a hot change prior to the start of his/her scheduled shift, or
  - (ii) to wait at his/her assigned work area for a hot change at the end of his/her shift,
 shall be paid one-half (1/2) hour at double time (x2) rate.

- (c) It is agreed that only one (1) of the two (2) Employees involved in a hot change shall be entitled to be paid the one (1) hour or be paid the one-half (1/2) hour, as the case may be, at the double-time rate.
- (d) (deleted)
- (e) It is agreed that an Employee doing a hot change at the end of his/her shift shall not be entitled to a one-half (1/2) hour meal break as per Article 6.07 (a).

**Article 6.07 Overtime Breaks**

- (a) An Employee who is required to work overtime at the end of his/her regular shift shall be entitled to a one-half (1/2) hour break during the first four (4) hours of overtime which will be paid at double time (x2). The Employee shall have the option:
  - (i) to take the break at the commencement of the overtime, or
  - (ii) if it is expected that the overtime work will be for more than two (2) hours and if a hot meal is provided to the Employee pursuant to Article 11.02(a), to take the break at the time when the hot meal is provided, or
  - (iii) to work the overtime without a break and be paid an extra one-half (1/2) hour at double time (x2).
- (b) If
  - (i) more than one Employee is required to work overtime at the end of his/her regular shift, and,
  - (ii) the individual choices of each Employee with respect to the options in paragraph (a) above would result in undue disruption to the overtime work which is required to be performed,

the affected Employees and their Coordinator(s) shall attempt to reach a consensus as to how the overtime break(s) will be taken by the Employees. If consensus cannot be achieved, then it shall be the responsibility of the Coordinator(s) to determine how the overtime break(s) will be taken by each Employee in order to avoid the undue disruption.
- (c) If
  - (i) the Employee takes the paid break at the commencement of the overtime work, and
  - (ii) he/she subsequently becomes entitled to a hot meal or meal allowance pursuant to Article 11.02(a), and
  - (iii) he/she chooses to receive a hot meal,

the Employee shall be provided with a one-half (½) hour unpaid break to eat the meal.

- (d) An Employee shall be entitled to a further one-half (½) hour break paid at double time (x2) after the completion of more than four (4) hours of overtime (including any paid break taken pursuant to paragraph (a) above) from the end of his/her regular shift. The Employee shall have the option:
- (i) to take the break at the commencement of the fifth (5<sup>th</sup>) hour of overtime, or
  - (ii) if a hot meal is provided to the Employee pursuant to Article 11.02(a), to take the break at the time when the hot meal is provided, or
  - (iii) to work the overtime without a break and be paid an extra one-half (½) hour at double time (x2).

Paragraphs (b) and (c) above shall be equally applicable to the Employee's entitlement to this paid break.

## **ARTICLE 7 - TECHNOLOGICAL CHANGE**

### **Article 7.01            Definition**

“Technological change” means:

- (a) the introduction by the Employer into its work, undertaking or business of equipment or materials of a different nature or kind than that previously utilized by the Employer in the operation of its work, undertaking or business; and,
- (b) a change in the manner in which the Employer carries on its work, undertaking or business that is directly related to the introduction of that equipment or material.

### **Article 7.02            Notice of Technological Change**

- (a) In the event the Employer proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of the Regular Employees to whom this Agreement applies, the Employer shall give written notice of the technological change to the Union at least one hundred and twenty (120) calendar days prior to the date on which the technological change is to be effected.
- (b) The notice referred to in paragraph (a) above shall state:
  - (i) the nature of the technological change;
  - (ii) the date on which the Employer proposes to effect the technological change;
  - (iii) the approximate number and type of Regular Employees likely to be affected by the technological change; and

- (iv) the effect that the technological change is likely to have on the terms and conditions or security of employment of the Regular Employees affected.
- (c) After receiving the notice referred to in paragraph (a) above, the Union may request the Company to provide a statement in writing setting out:
  - (i) a detailed description of the nature of the proposed technological change,
  - (ii) the names of the Regular Employees who will initially be likely to be affected by the proposed technological change, and
  - (iii) the rationale of the change.

### **Article 7.03 Meeting**

The Employer and the Union shall meet to discuss the technological change to be effected by the Employer within thirty (30) calendar days of the notice being provided to the Union pursuant to Article 7.02.

### **Article 7.04 Retraining**

A Regular Employee whose position is affected by a technological change shall be entitled to receive reasonable retraining from the Employer, up to a maximum of six (6) weeks, in order to perform the work duties associated with his/her affected position.

### **Article 7.05 Bumping Rights**

A Regular Employee whose position is terminated by a technological change shall be entitled to exercise any bumping rights he/she may have pursuant to Article 14.01(d).

### **Article 7.06 Layoff and Severance**

A Regular Employee whose position is terminated as a result of a technological change, and who cannot or does not exercise bumping rights pursuant to Article 14, shall:

- (a) be laid off pursuant to Article 14.01(d) and may elect to remain on the “Active - Subject to Recall” list under Article 14.01(e); and
- (b) receive severance pay pursuant to Article 14.02; and
- (c) be entitled to receive job search assistance and counselling services pursuant to Article 14.03.



**Article 7.07 Exclusion of Canada Labour Code Provisions**

The Employer and the Union agree that:

- (a) the provisions in Article 7 are intended to assist Regular Employees who are affected by any technological change to adjust to the effects of the technological change; and
- (b) Sections 52, 54 and 55 of the Canada Labour Code, as may be amended from time to time, do not apply during the term of this Agreement.

**ARTICLE 8 - STATUTORY HOLIDAYS**

**Article 8.01 Recognized Statutory Holidays**

- (a) The following days shall be considered Statutory 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. Canada Day     | 11. Boxing Day      |
| 6. B.C. Day       |                     |

and, subject to paragraph (b) below, any other Statutory Holiday declared by the BC Provincial or Federal Governments.

- (b) The maximum number of Statutory Holidays that will be recognized pursuant to paragraph (a) above shall be twelve (12) in each calendar year. In the event that more than one (1) Statutory Holidays are declared by the BC Provincial and/or the Federal Governments which are not included in paragraph (a) above, the Union shall be entitled to determine which of the Statutory Holidays amongst the twelfth (12<sup>th</sup>) and subsequent declared Holidays will be recognized as the twelfth (12<sup>th</sup>) Statutory Holiday for the purposes of this Article. The Union shall advise the Company of its determination in writing within thirty (30) days from the date the Government declares the thirteenth (13<sup>th</sup>) or subsequent Holiday.

**Article 8.02 General**

- (a) In determining Employee entitlement to a Statutory Holiday, salary will include any approved paid leave, including when the Employee is receiving:
  - (i) Short Term Disability benefits, or
  - (ii) Workers' Compensation Board benefits for up to one hundred and eighty-two (182) days,

but will exclude approved unpaid leave, including when the Employee is receiving:

- (iii) Long Term Disability benefits, or
  - (iv) Workers' Compensation Board benefits after one hundred and eighty-two (182) days.
- (b) The Company agrees that when the site operates on a Statutory Holiday, all scheduled Tour Employees shall be required to work in accordance with their assigned schedules.
  - (c) The Company will advise the Regular Tour Employees a minimum of seven (7) calendar days in advance of any Statutory Holiday when such Employees will not be required to work their scheduled shift on any of the Holidays referred to in Article 8.01(a). When circumstances allow, the Company will endeavour to provide greater notice to the affected Employees than the required seven (7) calendar days.
  - (d)
    - (i) For Tour Employees, Statutory Holidays will commence at 6:00 a.m. on the calendar date on which the Holiday falls, and will conclude twenty-four (24) hours thereafter.
    - (ii) For non-Tour Employees, Statutory Holidays will be the calendar day on which the Holiday falls, subject to Article 8.05 (a).
  - (e) If ship loading and train handling schedules permit, Tour Employees who are scheduled to report to work at eighteen (18:00) Christmas Eve and eighteen (18:00) New Year's Eve may not be required to report to work and salary will be maintained. If continuous operations are necessary on Christmas Eve or New Year's Eve in order to meet contractual obligations, scheduled Tour Employees who work during the above time periods will be paid regular overtime rates (e.g. works four (4) hours, receives eight (8) hours pay).

**Article 8.03                      Qualifying Period for Statutory Holiday**

- (a) (i) Article 8.03 shall apply to Employees who did not receive salary for sufficient days over the thirty (30) calendar days preceding the Statutory Holiday to meet the following entitlement requirements:

<u>Length of Regular Work Day</u>	<u>Days for which Salary must have been received</u>
8 hours	15
10 hours	12
12 hours	10

- (ii) Employees referred to in paragraph (i) above will receive their regular salary for a Statutory Holiday falling on their regular working day that is not worked.
- (iii) Employees referred to in paragraph (i) above whose Statutory Holiday falls on their non-working day, and is not worked, are entitled to be paid or to bank the greater of:

- (1)  $1/20^{\text{th}}$  of their regular hours worked during the thirty (30) calendar days preceding the Holiday, or
  - (2) the Employee's average number of regular hours worked per day worked in the thirty (30) calendar days preceding the holiday multiplied by the proportion of their total working days in the previous thirty (30) calendar days to a full-time Employee's total working days in the previous thirty (30) calendar days.
- (b)
    - (i) For the purposes of Article 8.03, newly-hired Employees are defined as Employees who have been employed for less than thirty (30) calendar days preceding the Statutory Holiday.
    - (ii) Newly-hired Employees will receive their regular salary for a Statutory Holiday falling on their regular working day that is not worked.
    - (iii) Newly-hired Employees who meet the entitlement requirements in paragraph (a)(i) above are entitled to be paid or to bank the applicable hours in accordance with their regular schedule when a Statutory Holiday falls on their non-working day that is not worked.
    - (iv) Newly-hired Employees who do not meet the entitlement requirements in paragraph (a)(i) above are not entitled to be paid or to bank any hours for the Statutory Holiday falling on their non-working day that is not worked.
  - (c) Employees referred to in paragraphs (a) and (b) above who are required to work on a Statutory Holiday falling on their regular working day will be paid their regular salary for the day, plus double time (x2) for all hours worked (one-half ( $1/2$ ) of which may be banked).
  - (d) Employees referred to in paragraphs (a) and (b) above who are required to work on a Statutory Holiday falling on their non-working day will be paid double time (x2) for all hours worked (one-half ( $1/2$ ) of which may be banked). This is in addition to their entitlement to be paid or to bank the number of hours that they would have been paid or been able to bank if they had not worked on the Holiday.

#### **Article 8.04                      Employees with Changing Work Schedules**

- (a) Employees who change work schedules during the thirty (30) calendar days prior to a Statutory Holiday will receive their regular salary for a Holiday falling on their regular working day that is not worked.
- (b) For a Holiday falling on their non-working days that is not worked, Employees who change work schedules during the thirty (30) calendar days prior to a Statutory Holiday are entitled to be paid or to bank the number of hours determined by dividing the total number of regular hours for which they have received salary by the total number of regular days for which they have received salary during the thirty (30) calendar days prior to the Holiday, for example:

<u>Week</u>	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
1				-	-	-	12
2	12	12	12	-	-	-	-
3	12	12	12	12	-	-	-
4	-	10	10	10	10	-	-
5	-	10	10	10	10	STAT	-

Entitlement to the Holiday is determined as:

176 Hours/16 days = 11 hours to be paid or to be banked.

- (c) Employees with changing work schedules required to work on a Statutory Holiday falling on their regular working day will be paid their regular salary for the day, plus double time (x2) for all hours worked (one-half (½) of which may be banked).
- (d) Employees with changing work schedules required to work on a Statutory Holiday falling on their non-working day will be paid double time (x2) for all hours worked (one-half (½) of which may be banked). This is in addition to their entitlement to be paid or to bank the number of hours that they would have been paid or been able to bank if they had not worked on the Holiday.

#### **Article 8.05 Other Employees**

- (a) If a Statutory Holiday falls on a Sunday or Saturday, a non-Tour Employee is entitled to a Holiday with pay on the working day immediately preceding or following the Holiday, as specified by the Company. The Company agrees to provide thirty (30) calendar days advance notice when the Statutory Holiday is to be moved from the Sunday or Saturday to the working day immediately preceding or following the Holiday.
- (b) Employees will receive their regular salary for a Statutory Holiday falling on their regular working day that is not worked.
- (c) When a Statutory Holiday falls on an Employee's non-working day, and is not worked, the Employee is entitled to be paid or to bank the applicable hours in accordance with the Employee's regular schedule.
- (d) Employees required to work on a Statutory Holiday falling on their regular working day will be paid their regular salary for the day, plus double time (x2) for all hours worked (one-half (½) of which may be banked).
- (e) Employees required to work on a Statutory Holiday on their non-working day will be paid double time (x2) for all hours worked (one-half (½) of which may be banked). This is in addition to their entitlement to be paid or to bank the applicable hours in accordance with the Employee's regular schedule.
- (f) For the purposes of Article 8.05, the term "Employees" shall refer to Employees other than those dealt with in Articles 8.03 and 8.04.

**Article 8.06                    Statutory Holidays falling within Vacation and other approved Leave with Pay**

- (a) If a Statutory Holiday falls on a regular working day within an Employee's scheduled vacation time, banked time off or other paid leave, and is not worked, the Employee shall receive his/her regular salary for the day. Only the remaining days taken off (excluding the Holiday) will be charged to vacation, bank or other paid leave.
- (b) Alternatively, if a Holiday falls on a regular working day within an Employee's scheduled vacation time, and if the Employee indicates on his/her leave request form prior to the vacation, the Statutory Holiday shall be added to the Employee's bank and that day shall also be charged to vacation.

**ARTICLE 9 - VACATIONS**

**Article 9.01                    Application**

- (a) Subject to paragraphs (b), (c) and (d) below, each Department will be permitted to have one (1) Employee scheduled off for vacation, banked time and/or leave of absence without pay for every four (4) Employees in the Department (or portion thereof). For greater clarity, the allotments for the number of Employees in the Department who can be scheduled off on the same day are:

<u>Employees in Department</u>	<u>Employees Scheduled Off</u>
1 to 4	1
5 to 8	2
9 to 12	3
13 to 16	4

For the purposes of this provision, it is acknowledged that each Operations Crew will be considered as a separate Department.

- (b) (i) Subject to paragraph (c) below, the Steam Plant Department will be permitted to have one (1) Employee scheduled off for vacation, banked time and/or leave of absence without pay when there are five (5) or less Employees in the Department.
- (ii) Subject to paragraph (c) below, the CIS/CCR Department will be permitted to have one (1) Employee scheduled off for vacation, banked time and/or leave of absence without pay when there are five (5) or less Employees in the Department.
- (iii) Subject to paragraph (c) below, the First Aid/Security Department will be permitted to have one (1) Employee scheduled off for vacation, banked time and/or leave of absence without pay when there are five (5) or less Employees in the Department.

- (c) The Parties agree that the following Employees shall not be included when calculating the total number of Employees in the Department for vacation scheduling purposes pursuant to paragraph (a) above:
- (i) Employees on Long-Term Disability; and
  - (ii) Employees receiving Workers Compensation Board benefits after one hundred and eighty-two (182) days; and
  - (iii) Employees on lay off.
- (d) For the purpose of (a) above the Heavy Duty Mechanics in the Mechanical Department will be considered as a separate Department until such a time there are four (4) or more Heavy Duty Mechanics in the department. It is agreed that all the Heavy Duty Mechanics will not be scheduled off at the same time.
- (e) The Company and the Union may mutually agree, in writing, to vary the number of Employees within any Department who can be scheduled off for vacation, banked time and/or leave of absence without pay at the same time.

**Article 9.02 Policy**

- (a) Length of service for Regular Employees shall be the number of full years since the date of hire to the present. A full year is a twelve (12) month period starting on the date of hire or each subsequent anniversary of the date of hire. In the case of rehire following termination, the most recent date of hire applies.
- (b) The amount of vacation earned by a Regular Employee shall be the Fraction of Base multiplied by the number of regular hours worked by or paid to the Employee in the calendar year.
- (c) The rates at which vacation is earned by a Regular Employee are as follows:

<u>Years of Service</u>	<u>Maximum Vacation Hours Earned Per Year</u>	<u>Fraction of Base</u>
1-5	144 hours	6.9%
6-10	192 hours	9.2%
11	204 hours	9.8%
12	216 hours	10.3%
13	228 hours	10.9%
14	240 hours	11.5%
15	240 hours	11.5%
16	252 hours	12.1%
17	264 hours	12.7%
18	276 hours	13.2%
19	288 hours	13.8%
20 (and subsequent)	288 hours	13.8%

- (d) The amount of vacation earned by a Temporary Employee shall be 6.9% of his/her base hourly rate multiplied by the number of regular hours worked by the Employee in the calendar year.
- (e) The vacation year is January 1 to December 31. Vacation may be taken at any time during the year after January 1<sup>st</sup>. In the first year of employment, vacation entitlement may be taken after six (6) months service.
- (f) If an Employee resigns or is terminated from the Company prior to earning vacation which has been taken, the outstanding balance will be recovered from any amounts owing by the Company to the Employee.
- (g) Any vacation owing to an Employee who leaves the Company will be paid out on the final pay cheque. An Employee who has:
  - (i) Elected and confirmed Voluntary Early Retirement pursuant to Article 14.01(c);
  - (ii) Elected and confirmed Voluntary Separation pursuant to Article 14.01(c); or
  - (iii) Received a notice of lay off pursuant to Article 14.01(d) and who has not successfully bumped into another position in the bargaining unit

may elect to have any vacation owing paid out on any of his/her final four (4) bi-weekly pay cheques.
- (h) Any vacation owing to a Temporary Employee at the completion of a work assignment will be paid out at that time.
- (i) Subject to paragraph (j) below, scheduling of vacation is the responsibility of the Employees in the Department and their Coordinator. It must be scheduled at a time acceptable to the individual, the Employees in the Department, and the Coordinator.
- (j) Vacation entitlement must be used up by March 31<sup>st</sup> of the calendar year following the year in which it is earned. Forty-eight (48) hours may be deferred for one (1) more year. If required, the Department Coordinator shall determine a schedule which will satisfy the requirements of this paragraph, provided that it does not conflict with other Employees' scheduled vacation.
- (k) In extraordinary circumstances, up to a total year's vacation entitlement may be deferred with the approval of the Employees in the Department and their Coordinator, providing a specific date has been selected. There shall be no undue increased cost to the Company as a result of the approval of a deferral pursuant to this provision.
- (l) In the case of an Employee's illness or injury during his/her vacation leave, reference should be made to the Short Term Illness and Injury Policy and the Long Term Disability Policy for coverage availability.

## **ARTICLE 10 - INSURANCE BENEFITS**

### **Article 10.01 Eligibility**

- (a) A Regular Employee, who is customarily scheduled to work twenty (20) or more hours per week, shall be eligible to receive the benefit coverages set out in Articles 10.02 and 10.03 commencing on the first day of the calendar month following the month in which the Employee successfully completes his/her probationary period.
- (b) If eligible for coverage under the applicable benefit plan, the dependants of each eligible Regular Employee referred to in paragraph (a) above shall also be entitled to receive the applicable benefit coverages set out in Articles 10.02 and 10.03.
- (c) Notwithstanding paragraph (a) above, the Company shall provide Medical Services Plan of B.C. coverage to any Employee, who is customarily scheduled to work twenty (20) or more hours per week, and his/her eligible dependants effective the first day of the calendar month following the date the Employee commenced employment with the Company.

### **Article 10.02 Costs for Benefit Plans which are to be borne by the Company**

The Company shall pay the full premium costs for providing the following benefit coverages to an eligible Regular Employee and, if applicable, his/her eligible dependants:

- (a) Medical Benefit Coverages
  - Medical Services Plan of B.C.
  - Extended Health Care (including Specialist Referral) (Note: There is an annual deductible of \$25 for prescription drugs for single or family coverage.)
  - Vision Care
- (b) Dental Coverage
  - Basic 100%
  - Major Restorative 80%
  - Orthodontist 80% (with a lifetime maximum of \$3,000)
- (c) Insurance Coverages
  - Life Insurance
  - Accidental Death and Dismemberment
  - Business Travel
- (d) Disability Coverages
  - Short Term Disability (base pay for the first 182 calendar days of disability)
  - Long Term Disability (70% of monthly base pay to a maximum of \$6,500 per month until age 65, payable after a qualifying disability period of 182 calendar days).



**Article 10.03                      Costs for Benefit Plans which are to be borne  
by the Eligible Employees**

An eligible Regular Employee shall pay the full premium costs for the following benefit coverages, if voluntarily chosen by the Regular Employee for him/herself and, if applicable, his/her eligible dependants:

- Voluntary Accidental Death and Dismemberment
- Voluntary Life Insurance

The Regular Employee's payment of the premium costs for the above benefit coverages shall be made by way of payroll deduction. However, if there are insufficient monies payable to the Regular Employee in the calendar month to cover the required deduction for the Employee's payment of the premium cost for the above benefit coverages, it shall be the responsibility of the Employee to ensure that the Company is provided with sufficient funds by the end of the calendar month in order to make the appropriate premium payments for the following month.

**Article 10.04                      General Provisions**

- (a) All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier, as may be amended from time to time. The Company agrees that the level of benefit coverages provided to Regular Employees pursuant to Articles 10.02 and 10.03, as of June 6, 2001, shall not be reduced without the mutual agreement of the Union.
- (b) Provided that the Company fulfill its responsibility to pay its portion of the premiums for the applicable benefit coverage, the Company cannot be held responsible or liable for the rejection of any claim by the carrier.
- (c) The Company agrees to liaise with the Regular Employee and the Plan carrier in the case of a disputed claim to ensure that the contracted benefit coverage is properly delivered to the Employee.

**Article 10.05                      Modified Work Procedure**

(a) Scope of Procedure

This procedure outlines the objectives and requirements for the early return to productive and meaningful work for Regular Employees who have experienced an injury or illness that would otherwise keep them off the job.

(b) Definitions:

- (i) Early Return To Work - Returning to a modified work program after experiencing an injury or illness that would otherwise result in time away from work.

- (ii) Modified Work - Any work that does not negatively impact the injury or illness. Modified work is meaningful and necessary, and is assigned to a person who has a temporary limitation due to injury or illness.
- (iii) Graduated Return to Work - Returning to normal duties but for shorter periods of time initially.
- (iv) Attending Physician - Is the personal doctor or a doctor treating the Employee at the time of the injury.

(c) Responsibilities

- (i) The Human Resources Coordinator, or another person designated by the Company, is responsible for:
  - (1) Establishing general guidelines for determining modified work activities based on input from the Coordinators and Employees of each Department.
  - (2) Monitoring and evaluating adherence to the program.
  - (3) Reviewing program effectiveness with Management on a regular basis.
- (ii) The Coordinator is responsible for:
  - (1) Ensuring Employees in the Department have input into identifying meaningful and productive work.
- (iii) The Attending Physician is responsible for:
  - (1) Assessing the injured Employee to identify limitations.
  - (2) Providing the completed Modified Work Certificate referred to in paragraphs (e)(i)(3) and (f) below.

(d) Procedure

- (i) It is important that each person understand that this program is not only a medical recovery process, but is also a process for controlling compensation costs and assisting other Departments if the need arises.
- (ii) The Coordinators and up to two (2) Employees of each Department, chosen by the Employees in the Department, will conduct a job and site analysis to identify alternate work activities available. Training should also be encouraged if the work has been identified as requiring training.
- (iii) The Human Resources Coordinator, or another person designated by the Company, will provide to the Attending Physician a list of alternate work options available to the injured Employee to ensure medical input is received regarding the appropriateness of the activities.

(e) Eligibility

- (i) All Regular Employees who have physical limitations that have resulted from an injury or illness, that would otherwise keep the Employee away from work, are eligible to participate in the program.

The following conditions are to be considered when determining modified work:

- (1) Work must be available, productive and meaningful.
  - (2) Work must not aggravate the Employee's condition.
  - (3) The Attending Physician must approve the work by completing the Company's "Modified Work Certificate".
  - (4) Subject to any contrary provision in the LTD Plan, the Employee must be in favour of participating in the program.
  - (5) Work, which may include "graduated return to work", will be less than 192 hours in duration to ensure the requirements of the existing Long Term Disability Plan are not jeopardized.
  - (6) If determined to be necessary by the Company, the proposed modified work program must be approved by the carrier of the LTD Plan to ensure that the requirements of the existing Plan are not jeopardized.
- (ii) Subject to any contrary provision in the LTD Plan, at any time during the program, the Company, the Attending Physician or the Employee may choose to re-evaluate and terminate the modified work program.
- (iii) After the 192 hour period referred to above has expired, the Company, the Attending Physician and the Employee may choose to renew the modified work program, provided that such renewal is not contrary to, or does not jeopardize, the requirements of the existing LTD Plan.

(f) Return to Normal Work Duty

Before returning to normal duties, the Company's "Modified Work Certificate" must be completed by the Attending Physician to indicate the Regular Employee is able to perform those duties. The Employee will report to the Coordinator before returning to normal duties.

**Article 10.06            Physical Examinations**

Each Regular Employee is eligible to receive reimbursement for the cost of regular physical examinations to a maximum of two hundred and fifty dollars (\$250.00) over two (2) calendar years. The examination may include, but is not limited to, chest x-ray, eye exams and blood work. Original receipts are to be attached to a completed Company expense form and submitted to the Company for reimbursement.

### **Article 10.07                    Doctors' Certificates**

- (a) Employees who are unable to work because of a non-occupational illness or injury will be required to provide a statement from their physician or the consulting physician to whom they are referred by their physician in order to provide medical evidence of absence and subsequently of the Employee's inability to work when:
- (i) absence from work requires medical attention or hospitalization;
  - (ii) the consecutive work days of absence exceeds three (3) working days;
  - (iii) the period of absence goes beyond the physician's original estimate of the Employee's required absence; or
  - (iv) the scheduled return to work is prior to the physician's original estimate of the Employee's ability to return to work.
- (b) The Employee will provide the above statement to his/her Coordinator upon return to work or as soon as possible thereafter.

### **Article 10.08                    Smoking Cessation**

Each Regular Employee and their dependants are eligible to receive reimbursement, once per lifetime, of up to three hundred and fifteen dollars (\$315.00) for prescribed treatment (of either patches or drugs) for smoking cessation. Original prescription receipts are to be attached to a completed Company expense form and submitted to the Company for reimbursement. The twenty-five dollars (\$25.00) prescription drug deductible (referred to in Article 10.02(a)) applies to this benefit.

### **Article 10.09                    Dependant's Benefits**

The Company will continue to provide existing Medical Services Plan of B.C. ("MSP") coverage to an eligible dependent spouse and/or eligible dependent children upon the death of a Regular Employee. Such coverage will terminate on the earlier of:

- (a) two (2) years following the date of death of the Regular Employee, and
- (b) the date the dependant is no longer eligible to receive MSP coverage, and
- (c) the date the dependant obtains MSP coverage elsewhere, and
- (d) the date of termination of MSP coverage with respect to Regular Employees in the bargaining unit.

**ARTICLE 11 - EMPLOYEE BENEFITS**

**Article 11.01                      Fitness Awareness Program**

- (a) To encourage physical fitness awareness, the Company will reimburse the price of fitness activities for Regular Employees and/or their spouses and dependent children less than nineteen (19) years of age to the maximum amount of three hundred and eight dollars (\$308.00) per Regular Employee per calendar year as at January 1, 2008. The amount will be increased, effective January 1<sup>st</sup> of each subsequent year, at the rate of the total Vancouver CPI increase applicable in April and October of the previous year.
- (b) A Regular Part-Time Employee shall be entitled to receive the allowance under paragraph (a) above at a pro-rata basis, based upon the proportion of the annual regular hours to be worked by the Part-Time Employee to the annual regular hours to be worked by a Full-Time Employee in the same classification.
- (c) The Fitness Awareness Program includes activities that promote or maintain muscular flexibility, muscular endurance, and cardiovascular improvement. The allowance can be applied to club membership(s) involving physical fitness, such as racquetball, golf course, keep-fit classes or swimming lessons.
- (d) A request for the reimbursement under paragraph (a) above must be supported by an original receipt and a completed expense claim form approved by the Company.
- (e) This allowance will not accumulate and cannot be carried to the next calendar year.

**Article 11.02                      Meal Allowance**

- (a) A hot meal or a twenty dollar (\$20.00) meal allowance will be provided when an Employee is required to work more than two (2) hours overtime prior to a regular shift (if the regular shift is worked) or more than two (2) hours overtime (inclusive of the one-half (1/2) hour paid break in Article 6.07(a)) after completion of a regular shift. This meal will be provided within the first two (2) hours of overtime worked. This meal offering will be repeated after every four (4) hours (or portion thereof) of overtime worked.

For example: hours 2+ to 4 = meal 1  
                   hours 4+ to 8 = meal 2

If an Employee is required to work four (4) or more hours prior to the start of a regular shift and the regular shift is worked, meal allowances will be treated as though overtime was worked for the entire period worked.

- (b) A hot meal or a twenty dollar (\$20.00) meal allowance will be provided when an Employee is called in to work on short notice. Short notice is defined as “notification of less than four (4) hours prior to the start of work”.

Meal entitlement for short notice call-in is one (1) meal for each four (4) hour block of time worked (or portion thereof).

For example:	hours 1 to 4	=	meal 1
	hours 4+ to 8	=	meal 2
	hours 8+ to 12	=	meal 3
	hours 12+ to 16	=	meal 4

The first meal will be made available at the beginning of the time worked at the option of the Employee.

- (c) All hot meals and deliveries are to be coordinated through the Department Coordinator or an alternative person designated by the Company.

### **Article 11.03 Mutual Exchange of Shifts**

- (a) The Company recognizes that Employees may, on occasion, want to exchange shifts for personal reasons. This is an accepted practice, but it is important that proper written records are kept by the Employees of the shifts exchanged, and that the Employees' Department Coordinator is informed.
- (b) There shall be no increased cost to the Employer as a result of the exchange of shifts by Employees.

### **Article 11.04 Tradesperson's Tool Allowance**

- (a) A tool allowance shall be provided to assist Tradespersons who are Regular Employees and who are required to provide their own tools for use in their work for the Company.
- (b) The Company will reimburse a Tradesperson who is a Regular Employee 80% of the price of hand tools and trade manuals to the maximum amount of seven hundred and seven dollars (\$707.00) per calendar year as at January 1, 2008. The amount will be increased, effective January 1<sup>st</sup> of each subsequent year, at the rate of the total Vancouver CPI increase applicable in April and October of the previous year.
- (c) A request for this tool allowance reimbursement must be supported by an original receipt and a completed expense claim form approved by the Company.
- (d) This allowance will not accumulate and cannot be carried to the next calendar year.
- (e) Employees on Short Term Disability (STD) shall be entitled to receive the tool allowance in paragraph (b) above. If an Employee goes from STD to Long Term Disability (LTD) and is not expected to return to work, the amount of the tool allowance paid pursuant to this provision will be deducted from the amounts owed to the Employee.
- (f) If the Employee is on LTD and returns to work on the Modified Work Program, and requires tools, the tool allowance in paragraph (b) above will be provided to the Employee. If an Employee returns to LTD from the Modified Work Program the amount of the tool allowance paid pursuant to this provision will be deducted from the amounts owed to the Employee.

- (g) A Part-Time Tradesperson who is a Regular Employee shall be entitled to receive the tool allowance pursuant to paragraph (b) above on a pro-rata basis, based upon the proportion of the annual regular hours to be worked by the Part-Time Tradesperson to the annual regular hours to be worked by a Full-Time Tradesperson in the same classification.
- (h) Lost, stolen or broken tools are included for the purpose of this Article. Instances of major thefts or losses will be treated individually.

## **ARTICLE 12 - COMPANY POLICIES**

### **Article 12.01            Company Policies**

- (a) The Parties acknowledge that the Company has enacted various policies which are contained in the "Team Member Handbook" (which is also known as the "White Book"). The Company agrees that the following policies contained in the White Book, as of July 25, 2000, shall not be cancelled or revised in such a way as to affect the Regular Employees covered by this Agreement until after the Company has given thirty (30) calendar days written notice to the Union of the Company's intent to cancel or revise the indicated policy:
- Computer Purchase Assistance Policy
- (b) The Company agrees that the following practices, which existed as of July 25, 2000, shall not be cancelled or revised in such a way as to affect the Regular Employees covered by this Agreement until after the Company has given thirty (30) calendar days written notice to the Union of the Company's intent to cancel or revise the indicated practice:
- Reimbursement of the cost of taxable benefits associated with:
    - the Fitness Awareness Program Allowance pursuant to Article 11.01; and/or
    - the Tradesperson's Tool Allowance pursuant to Article 11.04.
  - Employer consideration, on an individual basis, of an Employee's claim for the replacement or repair of his/her personal belongings which are lost in the ocean or damaged in the course of his/her work.
- (c) During the thirty (30) calendar day notice period referred to in paragraphs (a) or (b) above, the Union will, if it so requests in writing, be given a reasonable opportunity to consult with the Company, with respect to the Company's intent to cancel or revise the indicated policy or practice.

### **Article 12.02            Employee's Right to Grieve**

Any Regular Employee, if covered by the applicable policy or practice listed in Article 12.01(a) or (b), may file a written grievance, pursuant to Article 5.03(b)(i) of this Agreement, seeking the

enforcement of the particular policy or practice which existed at the time when the circumstances leading to the filing of the grievance occurred.

## **ARTICLE 13 - LEAVES**

### **Article 13.01            Leaves of Absence**

The Company will make every effort to provide Employees with time off from work to attend to situations that are covered by Article 13. Leave of absence without loss of regular pay does not apply to Employees who are on unpaid leave of absence. Leave under Article 13 will not be unreasonably denied.

### **Article 13.02            Union Business**

- (a) The Union will make every effort to schedule its General Monthly Meeting outside of the regularly scheduled working hours of the Employees. However, if this is not possible, the Company shall allow:
  - (i) the President or the Vice-President, and
  - (ii) the Secretary/Treasurer
 of the Union leave of absence from their regularly scheduled working hours, without loss of regular pay, to attend the General Monthly Meeting, provided that the leave for the particular Employee does not result in any undue disruption to the Company's operations.
- (b) The Union shall advise the Company at least seven (7) calendar days in advance of the General Monthly Meeting in the event that the President and/or Secretary/Treasurer of the Union will be required to attend during their regularly scheduled working hours.
- (c) Where a regular Employee is elected to a full-time paid position with the ILWU Canada, he/she shall be granted a leave of absence without pay by the Company. On completion of the term of the elected position, the Employee shall be returned to his/her former position, or a comparable position, with full seniority rights. However, the period of time that the Employee is granted the leave of absence shall not be included to calculate any severance payment which the Employee may become entitled to under this Agreement. Should a comparable position no longer exist, the Employer and the Union will meet to resolve the issue.
- (d) Any request for a leave of absence to fill a full-time Union position, pursuant to paragraph (c) above, shall be made by the Union in writing at least sixty (60) calendar days prior to the commencement of such leave. The sixty (60) calendar day notice may be reduced or waived, at the Company's discretion, under emergency situations.
- (e) The Company shall allow the Union Bargaining Committee leave of absence from their regularly scheduled working hours, without loss of regular pay, to attend bargaining sessions with the Company.



**Article 13.03                    Bereavement Leave**

- (a) When a death occurs in an Employee's family, the Employee will be entitled to one (1) tour of leave without loss of regular pay, i.e.
- (i) Employees working two (2) / twelve (12) shifts - two (2) working days.
  - (ii) Employees working three (3) / twelve (12) shifts - three (3) working days.
  - (iii) Employees working four (4) / ten (10) and four (4) / twelve (12) shifts - four (4) working days.
  - (iv) Employees working five (5) / eight (8) shifts - five (5) working days.

The above leave will include any necessary travel time

- (b) If the Employee is at work when notification of death of a family member is received, the Employee will be granted leave without loss of regular pay for the remainder of his/her shift.
- (c) When the death of the family member occurs while the Employee is on vacation or banked time off, the bereavement leave entitlement will take precedence and the equivalent amount of vacation or banked time off will be reinstated. Alternatively, the Employee's Coordinator may allow the vacation or banked time taken to be extended for a period equivalent to the bereavement leave entitlement.
- (d) All requests for bereavement leave must be submitted to the Employee's Coordinator.
- (e) Family is defined as the Employee's:

Spouse / common-law spouse, mother, father, brothers, sisters, sons or daughters (includes foster child or guardianship), step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents, grandparents, grandchildren, brother-in-law / sister-in-law, nieces, nephews, aunts and uncles, spouse's grandparents, or any other person with whom the Employee permanently resides.

**Article 13.04                    Jury Duty, Coroner's Duty, Witness**

Regular Employees called for jury duty, coroner's duty or as a witness are entitled to be granted leave without loss of regular pay during such period. Any money received by the Employee for jury duty, coroner's duty or as a witness (other than money intended to reimburse the Employee for expenses incurred by him/her) will be reimbursed to the Company. The Company shall continue to pay the Employee's insurance benefits during such leave of absence.

## Article 13.05                    Maternity / Parental Leave

### (a)     Maternity Leave

- (i)     Employees who have completed six (6) consecutive months of continuous employment may request a leave of absence without pay because of pregnancy. Such request will be granted, provided the Employee submits to the Employer a request, in writing, for such leave at least four (4) weeks prior to the date the leave is to commence. Such leave will be for a period of not more than seventeen (17) consecutive weeks, commencing not more than eleven (11) weeks before the estimated date of birth.
- (ii)    The Employer reserves the right to determine the time at which the pregnant Employee shall be required to commence a leave of absence if the duties of her position cannot be reasonably performed because of the pregnancy, and to continue the leave until the Employee provides a certificate from a medical practitioner stating that she is able to perform her duties.
- (iii)   The Employee, when returning to work, shall give the Employer thirty (30) calendar days notice of the date of return, and shall, if the Employee is seeking to return to work within six (6) weeks from the date of birth, submit a certificate from her doctor, indicating that her resumption of employment will not, in the doctor's opinion, endanger her health.

### (b)     Parental Leave

- (i)     Employees who have completed six (6) consecutive months of continuous employment may request a leave of absence without pay to care for a new-born child of the Employee or a child who is in the care of the Employee for the purpose of adoption under the laws governing adoption in B.C. Such request will be granted, provided the Employee submits to the Employer a request, in writing, for such leave at least four (4) weeks prior to the date the leave is to commence or, in the case of adoption, with as much notice as is given to the Employee by the adoption agency. Such leave will be for a period of not more than thirty-seven (37) weeks, which may only be taken during the fifty-two (52) week period beginning:
  - (1)     in the case of a female Employee, on the expiration of any maternity leave of absence taken pursuant to paragraph (a) (i) above or on the day when the child comes into the care of the Employee, or
  - (2)     in the case of a male Employee, on the day on which the child is born or comes into the care of the Employee.
- (ii)    The aggregate amount of parental leave that may be taken by two Employees under this paragraph (b) in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks.
- (iii)   Employees on parental leave shall give the Employer a minimum of thirty (30) calendar days' notice of their intention to return to work.

(c) General Provisions

- (i) The aggregate amount of leave that may be taken by one or two Employees under paragraphs (a) and (b) above in respect of the same birth shall not exceed fifty-two (52) weeks.
- (ii) The Employer shall continue to pay the Employee's insurance benefits during his/her leave of absence pursuant to paragraphs (a) and / or (b) above. However, premium payments for voluntary benefits, such as AD&D, will have to be reimbursed to the Company by the Employee upon his/her return to work or on termination. Seniority and pension credits will remain intact during the Employee's leave of absence pursuant to paragraphs (a) and / or (b) above, but vacation credits will not accrue during such leave.
- (iii) The Employee shall be returned to his/her former position or a comparable position at the completion of his/her leave of absence pursuant to paragraphs (a) and / or (b) above. Should a comparable position no longer exist, the Employer and Union will meet to resolve the issue.

**Article 13.06 Election**

Any Employee eligible (i.e., a registered elector) to cast a ballot in any federal, provincial or municipal election shall be entitled to time off without loss of regular pay as specified in Section 74(1), (2) and (3) of the Elections Act of British Columbia, as may be amended from time to time and which currently reads as follows:

74(1) An employee who is entitled to vote in an election or who, on registration, will be entitled to vote in the election is entitled to have 4 consecutive hours free from employment during voting hours for general voting.

(2) If an individual's hours of employment do not allow for the consecutive hours referred to in subsection (1), the individual's employer must allow the individual time off from employment to provide those hours.

(3) The employer may set time off required by subsection (2) as best suits the convenience of the employer.

**Article 13.07 Leave for Medical and Dental Care**

Employees will make every effort to schedule medical or dental appointments outside regularly scheduled working hours. However, if this is not possible, leave without loss of regular pay will be provided for medical and dental appointments for an Employee or dependent child. Such leave should not normally exceed three (3) hours, with the exception of out-of-town referrals to accompany a dependent in which case leave will be considered under Article 13.09(a)(viii).

### **Article 13.08 Donor Leave**

Regular Employees are entitled to leave without loss of regular pay for the length of time required for the purpose of donating an organ, blood or bone marrow.

### **Article 13.09 Special Leave**

(a) Regular Employees requiring leave from work will be granted special leave without loss of regular pay, not to exceed a total of ten (10) work days per calendar year, for the following:

- (i) Marriage of the Employee - 1 day
- (ii) Attend wedding of the Employee's child - 1 day
- (iii) Birth or adoption of the Employee's child - 1 day
- (iv) Serious household or domestic emergency - 1 day
- (v) Leave for compassionate reasons - 1 day
- (vi) Family illness - 1 day
- (vii) Leave for emergency services - 1 day
- (viii) Discretionary leave - 1 day

A Part-Time Regular Employee shall be entitled to receive the above ten (10) work days special leave on a pro-rata basis, based upon the proportion of the annual regular hours to be worked by the Part-Time Regular Employee to the annual regular hours to be worked by a Full-Time Regular Employee in the same classification.

- (b) Special leave without loss of regular pay will only apply on the workday on which the situation occurs.
- (c) Two (2) weeks notice is required for leave under (a) (i) and (ii) above.
- (d) Leave under (a)(iv) above will be granted only for immediate unplanned situations involving the Employee's household or other domestic matters. Examples of these situations would be: ruptured hot water tanks; roof blown off in wind; spouse leaves; child lost; etc.
- (e) Leave under (a)(v) above will be granted because of unusual distressing circumstances affecting the Employee. Examples of these situations would be: loss of close friend; serious accident involving close friend or family member; Employee involved in accident en route to work; etc.

- (f) Leave under (a)(vi) above would apply in the case where a person with whom the Employee permanently resides becomes ill or is hospitalised and no one at the Employee's home other than the Employee can provide for the needs.
- (g) Leave under (a)(vii) above will be granted to an Employee whose service is required for emergency operations as requested by the Provincial Emergency Program, Coast Guard Operations, or appropriate police authority. Any money received by the Employee, other than for expenses, shall be remitted to the Company.
- (h) Leave under (a)(viii) above will apply to other situations which may occur from time-to-time not specifically covered under (a) (i) to (vii) above. Such leave must be authorized by the Human Resources Coordinator, or another person designated by the Company, to ensure consistent application of leave under this item.
- (i) If there is any doubt as to whether the requested leave applies, the Human Resources Coordinator, or another person designated by the Company, will liaise with the Employee and the Employee's Coordinator. Should it be determined during this consultation that the situation warrants additional special leave in excess of one (1) day, additional leave without loss of regular pay of up to four (4) workdays may be granted with the approval of the Employee's Coordinator and the Human Resources Coordinator, or another person designated by the Company.

#### **Article 13.10                    General Leave Without Pay**

- (a) General leave without pay may be granted with the approval of the Employees in the Department and their Coordinator. The Human Resources Coordinator, or another person designated by the Company, will be consulted by the Employee's Coordinator and will approve the application to ensure consistency.

A written application must be submitted by the Employee at least twenty (20) calendar days in advance for Short Term Leave, and at least forty-five (45) calendar days in advance for Extended Leave. The application shall outline the applicable dates of the requested leave. If the Employee requests, the above notice periods may be reduced or waived, at the Company's discretion, in extenuating circumstances.

The Employees in the Department shall advise their Coordinator within seven (7) days of the Employee's written application whether or not they approve the application. The Coordinator will respond in writing to the Employee's request within fourteen (14) calendar days of the Employee's written application, and a copy will be sent to the Union. Approval by the Employees in the Department and the Coordinator shall not be unreasonably withheld.

- (b) All earned vacation entitlements and banked time must be taken by the Employee before general leave without pay will be considered. There shall be no increased cost to the Company as a result of the granting of any general leave without pay. It is acknowledged that the Company may decide to use a reasonable amount of overtime when the leave of absence results in a manpower shortage.

In the event that the Company determines that it needs to temporarily fill the position of an Employee who has been granted a leave of absence without pay, the Company will first look to fill the position with another available qualified Employee from the Recall List. If there are no qualified Employees available on the Recall List, the Company may hire a Temporary Employee.

- (c) The Employee shall be returned to his/her former position or a comparable position at the completion of his/her general leave without pay. Should a comparable position no longer exist, the Employer and the Union will meet to resolve the issue.

Seniority will continue to accumulate during the Employee's leave of absence without pay. Vacation credits will not accrue during such leave.

- (d) Subject to paragraph (e) below, should an Employee wish to return to work prior to his/her scheduled date of return from the general leave without pay, forty-eight (48) hours notice must be given to the Company stating the Employee's desired date of return to work. In the case where a Temporary Employee was hired by the Company to fill the vacant position, thirty (30) calendar days notice will be required from the Employee.
- (e) In the case of an Employee's illness or injury during his/her leave of absence without pay, reference should be made to the Short Term Illness and Injury Policy and the LTD Policy for coverage availability.
- (f) Short Term leave of absence without pay of up to thirty (30) calendar days may be granted to a Regular Employee once per calendar year. The Employer shall continue to pay the Employee's insurance benefits during his/her Short Term leave of absence without pay. However, premium payments for voluntary benefits, such as AD&D, will have to be reimbursed by the Employee upon his/her return to work.
- (g) Extended leave of absence without pay of up to six (6) calendar months duration (non-cumulative) may be granted to a Regular Employee after he/she has completed five (5) years of continuous service. Further Extended leave of absence without pay will only be considered after an additional five (5) years of continuous service from the Employee's date of return from Extended leave.
- (h) Extended leave of absence without pay for academic reasons or to run for or fill political office (MP, MLA or Municipal) will be considered on an individual basis, and will not be unreasonably denied.
- (i) The insurance benefits package, as outlined in Articles 10.02 & 10.03, will discontinue during periods of Extended leave of absence.

**ARTICLE 14 - SENIORITY / SEVERANCE**

**Article 14.01            Seniority**

**(a)    General Principles**

- (i)    The Company recognizes the principles of seniority in the application of transfer, voluntary early retirement, voluntary separation, lay off and recall of a Regular Employee, providing the Employee has the qualifications to perform the work. If a requirement for a manpower reduction is necessary, then all reductions shall proceed according to Article 14.
- (ii)   The Company seniority of a Regular Employee means the length of time of the Employee's service with the Company since his/her last date of hire as a Regular Employee, uninterrupted by termination / resignation. In the case of re-hire following termination / resignation, the most recent date of hire applies. A lay off with right of recall is not a termination until such time as the Regular Employee's recall rights expire or are terminated pursuant to this Agreement.
- (iii)   The Company will maintain an up-to-date seniority list for each of its Departments (i.e., Operations, Mechanical, Warehouse, Electrical, Steam Plant, CIS/CCR and Security). The seniority lists shall name each of the Regular Employees in their current Department in the order of their Company seniority. Each seniority list shall be posted on bulletin boards in the offices of each Department where the Regular Employees covered by the terms of this Agreement are based.
- (iv)   Where a Temporary Employee is subsequently hired by the Company as a Regular Employee, his/her seniority date shall be from the commencement date of employment as a Regular Employee.
- (v)    When a reduction in the work force will have an effect on any Regular Employee in the bargaining unit, the Company shall give the Union and the Employees thirty (30) calendar days' notice. The notice shall include a non-binding estimate of the number of Regular Employees the Company anticipates will remain in each affected Department after the reduction in the work force is implemented. In all cases of a manpower reduction of its Regular Employees, the Company and the Union will meet to discuss the magnitude of the required reductions as well as the administration of such reductions. In the event of a requirement for manpower reductions, all the voluntary options referred to in paragraph (c) below will be fully explored before the use of involuntary separation (lay off) pursuant to paragraph (d) below.
- (vi)   An Employee will give the Company fourteen (14) calendar days written notice of his/her intention to resign from employment with the Company.
- (vii)   Any Regular Employee performing a temporary function that is outside the scope of this Agreement must not exceed one (1) year in such position, subject to the mutual agreement of the Company and the Union to extend the period. At the end of such temporary function, the Employee shall return to his/her former position

or a comparable position. Should a comparable position no longer exist, the Company and the Union will meet to resolve the issue.

- (viii) When a Regular Employee accepts a permanent position with the Company that is outside the scope of this Agreement, the Employee shall continue to accrue Company seniority for a period of one (1) year. If the Regular Employee returns to the bargaining unit within the one (1) year period, he/she will return to his/her former position or a comparable position. Should a comparable position no longer exist, the Company and the Union will meet to resolve the issue.

If the Regular Employee does not return to the bargaining unit within the one (1) year period, but does return to the bargaining unit at a later date, the Employee shall be credited with no Company seniority, but shall have his/her full length of service with the Company for purposes of vacation and severance entitlement under this agreement, provided that the Employee's employment with the Company was uninterrupted by termination / resignation.

- (ix) Prior to effecting manpower reduction of a Regular Employee(s) through the voluntary options and/or involuntary separation (lay off), the Company shall terminate the employment of any Temporary Employee within the bargaining unit, provided that the termination of the Temporary Employee does not result in the necessity for the Company to fill any position in the bargaining unit from outside the organization.

**(b) Manpower Reductions**

Manpower reductions of Regular Employees will be done in a manner which will minimize the effects of the change and provide a range of choices for those affected. The actual reductions shall be done, as per Article 14.01(a) (v), taking into account the following options:

- (i) Voluntary Options
- Voluntary Early Retirement
  - Voluntary Separation
  - Voluntary Job Sharing
- (ii) Involuntary Separation (Lay off)

**(c) Voluntary Options**

- (i) Where a manpower reduction of its Regular Employees is required by the Company, Regular Employees may elect one of the voluntary options specified in paragraph (b) (i) above provided they meet all of the following conditions:
- (1) the Employees would not normally be affected by the manpower reduction; and
  - (2) their election of one of the voluntary options would not result in the necessity for the Company to fill any position in the bargaining unit from outside the organization.



- (ii) The Voluntary Early Retirement and the Voluntary Separation options could be offered in conjunction as long as the total amount provided to the Regular Employee does not exceed the amount available pursuant to the Voluntary Separation option in paragraph (v) below.
  - (iii) If more Regular Employees apply for these voluntary options than are needed based on the operational requirements of each Department as determined by the Company, the Employees will be allowed to confirm their voluntary option in the order of highest to lowest Company seniority until the required number of volunteers is obtained.
  - (iv) **Voluntary Early Retirement** - Subject to paragraphs (c)(i), (ii) and (iii) above, a Regular Employee who is aged fifty-five (55) or older may elect a Voluntary Early Retirement option with a bridge benefit.
  - (v) **Voluntary Separation** - Subject to paragraphs (c) (i), (ii) and (iii) above, a Regular Employee who elects the Voluntary Separation option shall be offered a severance package equivalent to what he/she would be entitled to under Article 14.02 had he/she been laid off, plus two (2) months salary at current base rate.
  - (vi) **Voluntary Job Sharing** - Subject to paragraphs (c) (i) and (iii) above, two or more Regular Employees in the bargaining unit may elect to share a position or positions, provided that the Company and the Union each agree with the terms and conditions of employment arising from the proposed Job Sharing arrangement.
- (d) Involuntary Separation (Lay off)**
- (i) If the voluntary options specified in paragraph (c) above do not result in the level of adjustments required, further reductions shall be made taking into account seniority rights as described below.
  - (ii) Company seniority shall be applied to determine the order in which Regular Employees are released from their current Departments. The Regular Employees with the least Company seniority in each Department will be subject to Involuntary Separation, subject to the considerations contained in the provisions below.
  - (iii) When more than one Regular Employee in a Department has the same seniority date, a tie-breaker shall be applied but will not change the seniority position of the Employees insofar as their date of hire.
- The Regular Employees concerned may select the tie-breaking procedure by mutual consent. Failing such mutual consent, the Department Coordinator shall choose the tie-breaking procedure. In either case, the decision will be binding on the affected Employees.

(iv) Laid off Regular Employees are entitled to exercise their Company seniority to bump into other positions within the bargaining unit. The following conditions shall govern bumping.

- (1) Intention to bump shall be filed by the Regular Employee in writing with the Human Resources Coordinator, or another person designated by the Company, within seven (7) calendar days of personal notification to the Employee of the notice of lay off.
- (2) In order to bump into another position within the bargaining unit, the Regular Employee must have greater seniority than the Regular Employee which he/she wishes to bump, and must possess the qualifications for that position.
- (3) The Regular Employee successfully bumping into a different position within the bargaining unit shall be given a period of ninety (90) calendar days in which to demonstrate the ability to satisfactorily discharge all current duties associated with the new position. At the end of this ninety (90) day period, the Department Coordinator shall prepare an evaluation for this purpose.

On-the-job orientation and any other relevant training available will be provided to the bumping Regular Employee during this ninety (90) day period. Failure by the Employee to demonstrate the ability to satisfactorily discharge all current duties associated with the new position will result in reversal of the bump. In such circumstances, the original incumbent will be returned to the position provided he/she had either:

- (a) bumped into a different position pursuant to Article 14.01(d)(iv)(8), or
  - (b) elected to remain on the "Active - Subject to Recall" list pursuant to Article 14.01(e).
- (4) The bumping Regular Employee shall be entitled to decide, within thirty (30) calendar days of successfully bumping into a different position within the bargaining unit, that he/she does not want to remain in the new position. In such circumstances, the original incumbent will be returned to the position provided he/she had either:
    - (a) bumped into a different position pursuant to Article 14.01(d)(iv)(8), or
    - (b) elected to remain on the "Active - Subject to Recall" list pursuant to Article 14.01(e).
  - (5) A laid off Regular Employee is limited to one attempt to bump into another position within the bargaining unit.

- (6) To bump, a Regular Employee must meet the bona fide medical requirements of the new position.
- (7) The Regular Employee who bumps shall be paid at the rate and for the hours applicable to the position he/she bumps into.
- (8) The Regular Employee who is bumped may exercise seniority rights in the manner available to any laid off Employee.

**(e) Recall**

- (i) Each laid off Regular Employee may elect to remain on an “Active-Subject to Recall” list to be maintained by the Company for twelve (12) or eighteen (18) months subsequent to the effective date of the Employee’s lay off. Seniority will continue to accumulate for those Regular Employees who remain on this list. The Regular Employee’s employment with the Company shall be deemed to be terminated if the Employee is not recalled to work within this twelve (12) or eighteen (18) month period, whichever is applicable.
- (ii) A laid off Regular Employee wishing to make the election to be on the “Active-Subject to Recall” list pursuant to paragraph (i) above shall do so in writing to the Company by the effective day of the lay off.
- (iii) Regular Employees who have either:
  - (1) bumped into a different position pursuant to Article 14.01(d)(iv)(2) or (d)(iv)(8), or
  - (2) elected to remain on the “Active - Subject to Recall” list pursuant to Article 14.01(e),

shall be entitled to be recalled, based upon Company seniority, to a position within the bargaining unit which the Employee had, at some time in the past, held on a permanent basis.
- (iv) A laid off Regular Employee who is recalled to a temporary position in the bargaining unit pursuant to paragraph (iii) above shall be considered a Temporary Employee for the purposes of this Agreement while so employed by the Company. The recall period referred to in paragraph (i) above shall be frozen during the time that the laid off Regular Employee is filling the temporary position. However, the laid off Regular Employee who is filling the temporary position shall be entitled to be considered for recall to a vacant permanent position in the bargaining unit pursuant to paragraph (iii) above.
- (v) Each Regular Employee on the “Active-Subject to Recall” list shall have the right of one refusal of recall to a vacant permanent position in the bargaining unit, after which his/her name shall be removed from the list.

- (vi) A Regular Employee on the “Active- Subject to Recall” list must ensure that the Company is at all relevant times aware of the Employee’s current address and telephone number.
- (vii) A Regular Employee who fails to respond to the Company, within seven (7) calendar days of personal notification to the Employee of his/her recall, advising whether he/she will be accepting or refusing recall shall:
  - (1) if the Employee had not previously refused a recall pursuant to paragraph (e)(v) above, be deemed to have exercised his/her right of one refusal of recall, or
  - (2) if the Employee had previously exercised his/her right of one refusal of recall, be considered to have resigned from his/her employment with the Company.
- (viii) A Regular Employee who advises the Company pursuant to sub-paragraph (e)(vii) above that he/she accepts the recall, and who subsequently fails to report for duty within twenty-one (21) calendar days of personal notification to the Employee of his/her recall, shall be considered to have resigned from his/her employment with the Company.

#### **Article 14.02 Severance Entitlement**

- (a) Laid off Regular Employees who are not successful in bumping into another position within the bargaining unit are entitled to receive severance based upon their Company seniority.
- (b) Where the lay off occurs during the first year of employment and after completion of any applicable probationary period, a notice period of two (2) weeks, or two (2) weeks pay at current base salary in lieu of notice, shall be provided to the Regular Employee.
- (c)
  - (i) Effective on the first day of the second year of employment, a laid off Regular Employee shall be entitled, in lieu of notice, to one (1) month’s current base salary for each completed year (twelve (12) months) of Company seniority, up to a maximum of twenty-four (24) months’ pay at the current base salary. A laid off Regular Employee shall also be entitled to receive a pro-rated portion of a month’s pay for an incomplete year of Company seniority (for example, three (3) months worked shall entitle the Employee to receive one-quarter (1/4) of a month’s pay at the current base salary), provided the Employee is not already entitled to receive the maximum twenty-four (24) months pay.
  - (ii) The Company and the Union recognize that if a current Regular Employee successfully bumps into a lower-paying position to avoid lay-off, his/her subsequent entitlement to severance, under sub-paragraph (i) above, may be significantly reduced. Therefore, if the Regular Employee is subsequently terminated as a result of a manpower reduction after the date on which he/she bumped into the lower-paying position, his/her severance entitlement will be prorated as follows:

	<b>Time Period</b>	<b>Applicable Pay Rate</b>
(a)	All Company Seniority up to and including the date on which the Employee bumped into the lower-paying position	The base hourly rate prior to the date of the bump will be used to determine the current base salary
(b)	All Company Seniority after the date on which the Employee bumped into the lower-paying position	The base hourly rate applicable to the lower-paying position will be used to determine the current base salary

If the Regular Employee accepts a recall to another permanent position in the bargaining unit, the provisions in the above table will no longer apply, and the base hourly rate applicable to the permanent position to which the Employee is recalled will be used to determine the current base salary.

- (d) Laid off Regular Employees will not be required to work a notice period which would reduce or be part of their severance entitlement pursuant to paragraph (c) above.
- (e) (i) Subject to sub-paragraph (iii) below, a laid off Regular Employee who elects to remain on the “Active-Subject to Recall” list for twelve months pursuant to Article 14.01(e) will be eligible to receive all of his/her severance entitlement at the commencement of his/her lay off.
- (ii) Subject to sub-paragraph (iii) below, a laid off Regular Employee who elects to remain on the “Active - Subject to Recall” list for eighteen (18) months pursuant to Article 14.01(e) will be eligible to receive fifty percent (50%) of his/her severance entitlement at the commencement of his/her lay off, and the remaining fifty percent (50%) will be paid at the earlier of:
- (1) the end of the eighteen (18) month recall period, or
  - (2) when the Employee informs the Company, in writing, that he/she no longer wishes to be kept on the “Active - Subject to Recall” list.
- (iii) A Regular Employee who
- (1) is laid off as a result of being bumped from his/her position, and
  - (2) has elected to remain on the “Active - Subject to Recall” list pursuant to Article 14.01(e),

will be eligible to receive any severance entitlement he/she has, pursuant to paragraph (i) or (ii) above, on a bi-weekly basis during the ninety (90) calendar day period he/she may be returned to his/her former position pursuant to Article 14.01(d)(iv)(3). The Employee will be eligible to receive the remainder of any

severance entitlement he/she has, pursuant to paragraph (i) or (ii) above, if he/she is not returned to his/her former position within this ninety (90) day period.

- (f) A laid off Regular Employee can defer receipt of all or part of his/her severance until the following calendar year.
- (g) In the event a Regular Employee is laid off for a second or subsequent time while continuously employed with the Company, the amount of severance to which he/she will be entitled shall be calculated pursuant to paragraph (b) or (c) above, as the case may be, less any severance payments that the Employee had previously received from the Company. In no case shall the total amount of severance entitlement exceed twenty-four (24) months pay, regardless of the number of times the Regular Employee is laid off.

### **Article 14.03 Job Search Assistance**

Job search assistance and counselling services of up to five hundred dollars (\$500) shall be available through the Counselling Assistance Program to Regular Employees who:

- (a) receive Voluntary Early Retirement or Voluntary Separation pursuant to Article 14.01(c), or
- (b) are laid off pursuant to Article 14.01(d) and who are not successful in bumping into another position within the bargaining unit.

### **Article 14.04 Benefits Coverage**

Voluntary Early Retirement, Voluntary Separation or Involuntary Separation (Lay off) become effective on the day following the last day of work. Voluntary Job Sharing becomes effective on the day the reduced hours commence. All entitlements to benefits cease or are reduced according to the following table:

<b>Type of Change</b>	<b>Employee Benefit Changes that Result</b>	<b>Effective Date of Benefit Changes</b>
Voluntary Early Retirement	Any benefits available to retired Employees are the only benefits to continue. All other benefits cease.	The day following the last day of work.
Voluntary Separation	All benefits cease.	The day following the last day of work.
Voluntary Job Sharing	Benefits will be reduced to the level of benefits available to part-time Regular Employees.	The day the reduced hours commence.
Involuntary Separation (Lay off)	All benefits cease.	The day following the last day of work.

**ARTICLE 15 - SAFETY****Article 15.01 Safety Equipment, Appliances and Conditions**

The Company agrees to provide safety equipment, proper sanitation and appliances, and safe places of work as shall be consistent with the type of work covered by this Agreement and as are ordinarily furnished for similar work. The Union agrees that Employees shall cooperate with the Company in the use of safety equipment.

**Article 15.02 Safety Committee**

- (a) All Employee members of the Occupational Health and Safety Committee will be compensated pursuant to Article 6.05(f)(i) and (iv).
- (b) The Union and the Employer agree to appoint a Safety Committee comprised of three (3) members appointed by the Employer and three (3) members appointed by the Union. The Union Committee representatives will consist of at least one (1) representative from Maintenance and one (1) representative from Operations. Alternate Union Committee representatives will be appointed to act in the absence of regular Union Committee representatives.
- (c) The Safety Committee will
  - (i) perform the duties as set out in Part II of the Canada Labour Code, as may be amended from time to time,
  - (ii) promote the desire of all Company Personnel to work safely,
  - (iii) make suggestions and recommendations with regard to safety rules and regulations, and
  - (iv) ensure that all Company Personnel observe all such safety rules and regulations.
- (d) The Safety Committee representatives shall meet once each month based on a predetermined schedule as mutually agreed to by the Committee. Minutes of the meetings will be distributed to all members of the Committee with copies to the Union and the Employer.
- (e) The Employer shall convene monthly Department Safety meetings that shall be held on the basis of a predetermined schedule agreed to by the Safety Committee. By way of clarification, it is acknowledged that each Operations Crew will have its own monthly Safety meeting, and that the Employees in the CIS/CCR and First Aid/Security Departments may attend a Safety meeting with an Operations Crew in lieu of their own Department Safety meetings.

### **Article 15.03            Review of Safety Disputes**

- (a) It is the obligation of the Parties to objectively review safety dispute items for immediate disposition and resolution.
- (b) An Employee shall have the right to refuse to perform work that constitutes a danger to the Employee pursuant to the provisions of Section 128 of the Canada Labour Code, as may be amended from time to time. In the case of such a refusal, the Parties shall follow the procedures set out in the Canada Labour Code.

## **ARTICLE 16 - TRAINING**

### **Article 16.01            Training Programs**

- (a) The Employees in the Department and their Coordinator shall meet on an annual basis to discuss the principles and guidelines of training programs for their Department, including apprenticeship programs and training which may be required as a result of the impact of technological change on the Company's operations, and to prepare a training proposal for the next calendar year.
- (b) After the training proposal for the Department is prepared pursuant to paragraph (a) above, the Department Coordinator and one (1) Employee from the Department shall meet with the Human Resources Coordinator, or another person designated by the Company, to review the training proposal. It is the responsibility of the Human Resources Coordinator, or the other person designated by the Company, to consider the training needs for all areas of the Company and to make budgeting recommendations to the Company for such training.

### **Article 16.02            Wages, Registration Fees and Expenses**

- (a) Wages
  - (i) Wherever possible and practical, training activities will be planned in advance by the Company, and scheduled for a regular day shift.
  - (ii) For training courses of one (1) week or longer, Employees will be paid by the Company as follows:
    - (1) The Employee will be paid for the regular hours he/she would otherwise have been scheduled to work during the week (Sunday to Saturday) if he/she had not been attending the training course.
    - (2) If the actual hours spent by the Employee over the duration of the training course are more than the hours otherwise paid to the Employee pursuant to sub-paragraph (1) above, the Employee will be paid for the extra hours at the double time (x2) rate.



- (iii) For training courses of less than one (1) week, if attendance on a scheduled day off is absolutely necessary, it will be paid at the double time (x2) rate for hours actually spent in the classroom.
- (iv) Travel time on a scheduled day off will be paid at the Employee's base salary rate up to a maximum of eight (8) hours. These hours can be banked.

(b) Reimbursable Expenses

- (i) For in-town training courses where lunch is not provided, Fifteen Dollars (\$15.00 Cdn.) per day maximum allowance will be paid.
- (ii) For out-of-town training courses, the following expenses will be paid:
  - (1) Transportation to and from Prince Rupert, including:
    - (a) Mileage to points within reasonable driving proximity of Prince Rupert (e.g. Terrace, Prince George) will be paid at the rates provided in Regulation 7306 of the Income Tax Act, Canada, as may be amended from time to time. (The current rate is thirty-seven (37) cents per kilometer up to five thousand (5,000) kilometers, and thirty-one (31) cents per kilometer thereafter.)
    - (b) Airfare to distant points. If an Employee chooses to drive to a distant location within B.C., a maximum of equivalent economy airfare will be paid to cover all costs of the trip. Driving expenses for training outside B.C. require prior approval by the Human Resources Coordinator, or another person designated by the Company.
    - (c) Transportation (taxi, shuttle) to and from the airport, hotel and training location. Car rental requires prior approval by the Human Resources Coordinator, or another person designated by the Company.
  - (2) The cost of a hotel room or Fifty Dollars (\$50.00) per day allowance.
  - (3) Fifty Dollars (\$50.00 Cdn. Or \$50.00 U.S., where applicable) per day maximum allowance to cover the cost of meals, personal telephone calls, and other miscellaneous costs. For periods of half (½) a day or less, Twenty-Five Dollars (\$25.00) will be reimbursed. Receipts are not required.
  - (4) Reasonable laundry expenses will be reimbursed for courses five (5) days or longer in duration.
  - (5) The cost of supplies and material related to the training course if authorized in advance or by telephone by the Human Resources Coordinator, or another person designated by the Company.

- (iii) Advances, to cover the approximate cost of out-of-town training, can be obtained by a cheque requisition approved by the Human Resources Coordinator, or another person designated by the Company. An expense account must be submitted by the Employee within two (2) weeks of returning from the training program.
- (iv) Hotel and airplane reservations are to be made on behalf of the Employee by the Company in order to take advantage of corporate discounts and special rates. The Company will accommodate an Employee's request for special arrangements where appropriate.

(c) Continued Educational Assistance

Where prior approval has been obtained from the Human Resources Coordinator, or another person designated by the Company, educational assistance will be provided to Regular Employees who choose to take job related courses during off hours. Assistance in developing a career plan and/or identifying appropriate courses is available through the Human Resources Coordinator, or another person designated by the Company. The Company will reimburse one hundred percent (100%) of the course cost upon successful completion.

**Article 16.03                      Apprentices**

- (a) If the Company requires an apprentice, the position shall be posted according to Article 18 of this Agreement. Selection of the apprentice shall be based on the capabilities and qualifications of the applicants. In the event that two or more applicants have equal capabilities and qualifications, the applicant with the greater seniority shall be selected for the position.
- (b) Apprentices are eligible for the tradesperson's Tool Allowance upon becoming indentured to an apprenticeship.
- (c) While attending a B.C. Vocational School, the compensation to be paid to the apprentice will be in accordance with Article 16.02 of this Agreement.
- (d) If the vacant apprenticeship position is filled by an existing Regular Employee who was receiving the full base salary rate in his/her previous position, the Employee shall receive the full tradesperson's base salary rate for the duration of his/her apprenticeship.
- (e) If the vacant apprenticeship position is filled by a Temporary Employee or a person hired from outside of the bargaining unit, he/she shall be paid at the rate of 70% of the full tradesperson's base salary rate. Upon successful completion of each year of the apprenticeship program, the apprentice's wage rate will be increased towards the tradesperson's base salary by equal annual percentage increments. For example:

Three Year Apprenticeship

Entry Rate	70.0%
Completion of 1 <sup>st</sup> Year	80.0%
Completion of 2 <sup>nd</sup> Year	90.0%
Completion of 3 <sup>rd</sup> Year	100.0%

Four Year Apprenticeship

Entry Rate	70.0%
Completion of 1 <sup>st</sup> Year	77.5%
Completion of 2 <sup>nd</sup> Year	85.0%
Completion of 3 <sup>rd</sup> Year	92.5%
Completion of 4 <sup>th</sup> Year	100.0%

- (f) If the vacant apprenticeship position is filled by a person who has current credit in the apprenticeship program recognized by the Provincial Apprenticeship Board, the person's wage will be set at the appropriate increment level pursuant to paragraph (e) above based upon the number of years the person has remaining in the apprenticeship program.
- (g) Upon completing the apprenticeship program, the Employee may be required by the Company to remain in the department up to 4 years.

**Article 16.04                      Certificates and Memberships**

Any cost incurred by a Regular Employee, with respect to maintaining a Certificate or Membership which the Company agrees is required for the Employee's job, shall be reimbursed by the Company to the Employee.

**ARTICLE 17 - PENSION PLAN****Article 17.01                      Employee Pension Plan**

All pension plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Ridley Terminals Inc. Employee Pension Plan, as may be amended from time to time. The Company agrees that the level of benefits of the pension plan provided to:

- (a) eligible Regular Employees, and
- (b) retired members who were Employees as defined in Article 2.01(b), and
- (c) terminated members entitled to a deferred pension who were Employees as defined in Article 2.01(b),

as described in the Ridley Terminals Inc. Employee Pension Plan as of June 6, 2001, shall not be reduced without the mutual agreement of the Union.

**Article 17.02                      Normal Retirement Age**

All Employees will be required to retire upon attaining the normal retirement age of sixty-five (65).

**Article 17.03 Pension Committee**

- (a) The Company shall include two (2) Employees, chosen by the Employees in the bargaining unit, on the pension committee established pursuant to the Ridley Terminals Inc. Employee Pension Plan.
- (b) The Company agrees to provide training by the actuary to the two (2) Employees, referred to in paragraph (a) above, with respect to the duties and responsibilities they shall be required to perform as members of the pension committee.

**ARTICLE 18 - EMPLOYMENT POLICY**

**Article 18.01 Employment Policy**

- (a) New Employees shall be on probation for the first one hundred & eighty (180) calendar days of employment from the date of hire and thereafter shall attain "Regular Employee" status. After the first ninety (90) calendar days of employment New Employees shall receive the benefits of a "Regular Employee" in Article 10 and Article 11.
- (b) Only those Employees who have successfully completed their probationary period are entitled to claim the rights arising out of seniority. After the Employee has successfully completed his/her probationary period, his/her seniority shall be calculated from the date of hire.
- (c) Probationary Employees are covered by this Agreement, with the exception of those provisions that specifically apply to "Regular Employees".
- (d) The Employer may terminate the employment of a probationary Employee provided that such termination is not arbitrary, discriminatory or in bad faith, and provided that the Employee has been properly notified of the reasonable performance standards he/she is expected to meet.
- (e) In the event the Employer, after consultation with the local Union, decides to fill a vacant position within the bargaining unit or to create a new position within the bargaining unit, the Employer shall post a notice of the vacancy for fourteen (14) calendar days to enable interested Employees to apply.
- (f) Any Employee in the bargaining unit who applies for, and meets the qualifications of, the posted position shall be interviewed by the Company Personnel in the Department within which the posted position is included. It is acknowledged that the participation of Employees as interviewers is voluntary. The Company Personnel participating in the interview process shall be given the opportunity to provide their input prior to the Employer reaching its final hiring decision.
- (g) Vacant positions which are posted pursuant to paragraph (e) above shall be filled on the basis of qualifications, provided that the awarding of the position to an Employee in the bargaining unit does not result in any undue disruption to the Company's operations. Where two or more applicants have equal qualifications, the applicant with the greater seniority shall be awarded the position.

- (h) Any Employee selected to fill a posted job vacancy shall be on a trial period for his/her first thirty (30) calendar days of employment in the new position. If the Employee is found to be unsatisfactory by the Employer during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new position, he/she shall be returned to his/her former position.
- (i) A copy of the notice referred to in paragraph (e) above will be sent to the Union. During the fourteen (14) calendar days posting period, the Union shall be entitled to submit to the Employer names and resumes of potential qualified applicants to fill the vacancy.

The Employer agrees to interview up to a maximum of four (4) external candidates referred to it by the Union, unless the posted position is filled by an Employee in the bargaining unit. The Parties agree that the decision whether or not to hire one of the external candidates referred by the Union shall remain within the discretion of the Company.

## **ARTICLE 19 - FIRST AID**

### **Article 19.01            First Aid Person**

- (a) It is agreed that the Company will create a full time First Aid/Security Department that will provide First Aid duties in addition to Security on the company's site, on a twenty-four (24) hour seven (7) day a week permanent basis. The First Aid/Security Department Employees are not eligible for the First Aid Premium as per (e) below.
- (b) (deleted)
- (c) An Employee in the Steam Plant Department may not be designated as the First Aid Person.
- (d) In the case of lay offs, Employees will be laid off in accordance with Article 14, notwithstanding that any particular Employee may hold a First Aid Ticket.
- (e) The Company shall pay the following First Aid Premium to an Employee who holds the applicable First Aid Ticket, and who is designated by the Company to be the First Aid Person during his/her shift:

Level 3 First Aid Ticket	-	\$3.00 for each hour when designated to be the First Aid Person
Level 1 or 2 First Aid Ticket	-	\$2.00 for each hour when designated to be the First Aid Person

- (f) The Company shall pay the following First Aid Premium to an Employee who holds the applicable First Aid Ticket, and who is not designated by the Company to be the First Aid Person during his/her shift:

Level 3 First Aid Ticket	-	\$0.25 for each hour when not designated to be the First Aid Person
Level 1 or 2 First Aid Ticket	-	\$0.10 for each hour when not designated to be the First Aid Person

- (g) The First Aid Premiums set out in paragraphs (e) and (f) above shall be paid for the hours worked by the Employee, including overtime, training and paid time when the Employee is meeting with the Company, but shall not include vacation time, banked time off, paid or unpaid leave of absence or when the Employee is absent on Short-Term Disability, Long-Term Disability or Workers' Compensation Board benefits.

#### **Article 19.02 First Aid Courses**

- (a) An Employee, who is approved by the Company to take a First Aid training course to obtain or maintain his/her First Aid Ticket, will be scheduled and compensated pursuant to Article 16.02 of this Agreement.
- (b) If the Employee does not successfully complete the required First Aid training course, leave to attend a repeat session, for the purpose of rewriting the exam, will be granted once to the Employee, and will be scheduled and compensated pursuant to Article 16.02 of this Agreement.

### **ARTICLE 20 - PROTECTIVE CLOTHING**

#### **Article 20.01 Clothing and Equipment**

The Company, as per past practice, will provide Employees with protective clothing or equipment, including clean coveralls, required in the performance of their duties. Such protective clothing or equipment shall be provided at no cost to the Employee and shall remain the property of the Company.

#### **Article 20.02 Safety Work Boots**

- (a) Subject to paragraph (b) below, approved safety footwear is required to be worn on the Company's site.
- (b) Soft-soled (non-slip) footwear will continue to qualify as approved safety footwear for Employees in the CIS/CCR Department; however no additional allowance will be paid for steel-toed boots if Employees in the CIS/CCR Department are required to perform duties which require them to wear coveralls and other protective equipment pursuant to Article 20.01.
- (c) The Company will reimburse to Regular Employees the price of safety footwear to a maximum amount of two hundred and three dollars (\$203) per calendar year as at January 1, 2008. The amount will be increased, effective January 1<sup>st</sup> of each subsequent year, at the

rate of the total Vancouver CPI increase applicable in April and October of the previous year.

An Employee shall submit to the Company a request for reimbursement supported by an original receipt and a completed expense claim form.

This allowance will not accumulate and cannot be carried to the next year.

**Article 20.03            Raingear**

- (a) Subject to paragraph (b) below, the Company shall provide all Employees with raingear and such raingear shall be replaced on an as needed basis. It is understood and agreed that all raingear provided by the Company remains the property of the Company.
- (b) Employees in the CIS/CCR Department will only be provided with raingear if they are required to perform duties which require them to wear coveralls and other protective equipment pursuant to Article 20.01.

**Article 20.04            Floater Jackets**

- (a) Subject to paragraph (b) below, the Company will provide each Employee with one (1) C.S.A. approved floater jacket and/or C.S.A. approved life vest every two (2) years, or as required. It is understood and agreed that all floater jackets provided by the Company remain the property of the Company.
- (b) Employees in the CIS/CCR Department will only be provided with floater jackets if they are required to perform duties which require them to wear coveralls and other protective equipment pursuant to Article 20.01.

**ARTICLE 21 - MANNING**

**Article 21.01            Changes in Minimum Manning**

When the Company intends to implement new activities not set out in Article 21.02 below, the Company agrees to provide the Union with thirty (30) calendar days written notice prior to implementation and to consult with the Union during this notice period.

**Article 21.02            Minimum Manning Requirements**

- (a) (i) The following number of Employees will constitute the minimum manning requirements for each of the following activities conducted at the Company's site:

<u>Activity</u>	<u>Minimum Number of Employees</u>		
	<u>Total</u>	<u>Operations</u>	<u>Maintenance</u>
<b>Coal Ship Loading &amp; Train Unloading Simultaneously</b>			
- Stacking Coal Train	11	7	4
- Stacking Coal Train with Automatic Stacking	10	6	4
- Throughmoding Coal Train (Direct Hit)	10	6	4
<b>Coal Ship Loading</b>			
- with 2 Stackers + 2 Ship Loaders	10	6	4
- with 2 Stackers + 1 Ship Loader	9	5	4
- with 1 Stacker + 2 Ship Loaders	9	5	4
- with 1 Stacker + 1 Ship Loader	8	4	4
<b>Coal Train Unloading</b>			
- With Automatic Stacking	7	4	3
	6	3	3
<b>Wood Pellet Ship Loading &amp; Wood Pellet Train Unloading Simultaneously</b>			
- with 2 Ship Loaders	9	6	3
- with 1 Ship Loader	8	5	3
<b>Wood Pellet Ship Loading</b>			
- with 2 Ship Loaders	7	4	3
- with 1 Ship Loader	6	3	3
<b>Wood Pellet Train Unloading</b>			
	4	2	2
<b>Tying Up Vessel</b>			
	5		
<b>Letting Go Vessel</b>			
	5		
<b>Shifting Lines on Dock</b>			
	4		

- (ii) The minimum manning for handling of iron ore and petroleum coke is the same as the minimum manning for coal, as set out in Article 21.02(a)(i) above.
- (iii) In the event that Coal, iron ore or petroleum coke handling activities are occurring at the same time as Wood Pellet handling activities,
- (1) the Maintenance employees assigned to the Coal, iron ore or petroleum coke handling activities will also meet the minimum manning requirements for the Wood Pellet handling activities, and
  - (2) the Operations Planner assigned to the Coal, iron ore or petroleum coke handling activities will also meet the minimum manning requirements for the Wood Pellet handling activities.
- (b) (i) For those activities set out in paragraph (a) above which specify a minimum number of three (3) Maintenance Employees, the minimum maintenance manning requirements will be to obtain two (2) Employees who are qualified as a



journeyman Electricians and one (1) Employee who is qualified as a journeyman Millwright or Heavy Duty Mechanic.

- (ii) If the Company is unable to obtain a second qualified Electrician after following the procedure set out in Article 21.03, it is agreed that the activity can be conducted by the Company with only one journeyman Electrician.
  - (iii) For those activities set out in paragraph (a) above which specify a minimum number of two (2) Maintenance Employees, the minimum maintenance manning requirements will be to obtain one (1) Employee who is qualified as a journeyman Electrician and one (1) Employee who is qualified as a journeyman Millwright or Heavy Duty Mechanic.
- (c)
- (i) For the activities of “Tying Up Vessel” and “Letting Go Vessel”, there shall be one (1) Employee who is qualified as a journeyman Electrician and one (1) Employee who is qualified as a journeyman Millwright or Heavy Duty Mechanic present on the Company’s site, although not necessarily at the dock, while the activity is being conducted by the minimum number of Employees as specified in paragraph (a) above.
  - (ii) If the Company is unable to obtain a qualified Electrician and/or a qualified Millwright / Heavy Duty Mechanic pursuant to paragraph (i) above or after following the procedure set out in Article 21.03, it is agreed that the activities of “Tying Up Vessel” and “Letting Go Vessel” can be conducted by the Company without the journeyman Electrician and/or the journeyman Millwright / Heavy Duty Mechanic, as the case may be, so long as the activity is being conducted by the minimum number of Employees as specified in paragraph (a) above.
- (d)
- (i) For those activities set out in paragraph (a) above which specify a minimum number of four (4) Maintenance Employees, the Company’s normal practice will be to obtain two (2) Employees from each of the Electrical and Mechanical Departments who are available to perform the work at the straight time rate. Where considered appropriate by the Employees and the Coordinator in the Department, an apprentice within that Department may be utilized as the second Employee.
  - (ii) If the Company is unable to meet the minimum Maintenance manning requirements pursuant to paragraph (d) (i) above from the applicable Department, the manning requirements shall be filled pursuant to Article 21.03.
  - (iii) If the Company is unable to obtain a second qualified Electrician and/or a second qualified Millwright / Heavy Duty Mechanic after following the procedure set out in Article 21.03, it is agreed that the activity can be conducted by the Company with only one journeyman Electrician and/or one journeyman Millwright / Heavy Duty Mechanic, as the case may be.
- (e) The Company shall be entitled to reduce the minimum manning requirements for any of the activities set out in Article 21.02(a) above, or implemented pursuant to Article 21.01 above, where a significant change has occurred to the Company’s operations which reasonably supports such a reduction. In such circumstances, the Company shall provide

the Union with thirty (30) calendar days written notice prior to implementation of the reduction and to consult with the Union during this notice period.

- (f) (i) For the activities of “Coal Ship Loading and Coal Train Unloading Simultaneously”, “Coal Ship Loading”, “Coal Train Unloading”, “Wood Pellet Ship Loading and Wood Pellet Train Unloading Simultaneously” and “Wood Pellet Ship Loading” one (1) of the required minimum number of Operations Employees shall be an Employee who is qualified as an Operations Planner and working in the Control Room.
- (ii) For the activities of “Tying Up Vessel”, “Letting Go Vessel” and “Shifting Lines on Dock”, there shall be one (1) Employee who is qualified as a an Operations Planner and working in the Control Room.
- (iii) If the Company is unable to obtain a qualified Operations Planner after following the procedure set out in Article 21.03, it is agreed that the activities can be conducted by the Company without the Operations Planner.

#### **Article 21.03 Filling of Manning Requirements**

- (a) For any activity conducted at the Company’s site, the manning requirements set out in Article 21.02 or, with respect to other activities, as determined by the Company, shall be filled from amongst the Employees in the bargaining unit based on the following ranking:
  - (i) From amongst qualified Employees in the applicable Department who are available to perform the work at the straight-time rate.
  - (ii) From amongst qualified Employees in the applicable Department who are available to perform the work at the overtime rate.
  - (iii) From amongst qualified Employees in other Departments who are available to perform the work at the straight-time rate.
  - (iv) From amongst qualified Employees in other Departments who are available to perform the work at the overtime rate.
- (b) For the purposes of paragraph (a) above, the term “qualified Employees” shall include Operators-in-Training or apprentices, where considered appropriate by the Employees and the Coordinator in the Department.

#### **Article 21.04 Vessel Tying Up and Letting Go**

During inclement weather, Employees required for tying up vessels or letting go vessels shall be allowed time to change clothes prior to returning to other work.

**ARTICLE 22 - SALARY**

**Article 22.01            Rates of Pay**

- (a) Subject to any other provision in this Agreement, all Employees in the bargaining unit shall be paid a base hourly rate of pay of forty dollars and thirty-nine cents (\$40.39) as at May 26, 2008, which was calculated on a work week of forty (40) regular hours and a base annual salary of eighty-four thousand, two hundred and forty-seven dollars (\$84,247). The base hourly rate of pay shall increase by the semi-annual consumer price index (CPI) commencing on October 2009 and, in accordance with Article 22.02, continuing until May 26, 2014. On May 26, 2014 the base hourly rate of pay shall increase by 5%.
- (b) (i) Employees classified in the position of Steam Plant Chief Engineer shall be paid a base hourly rate as per (a) above plus 10% of the base hourly rate of pay.
- (ii) (deleted)
- (iii) Employees classified in the position of First Aid/Security Employee shall be paid at a base hourly rate of pay equal to 60% of the rate of pay paid pursuant to Article 22.01(a).
- (c) (i) Subject to paragraph (d)(i) below, new Employees who are hired in a position within the Operations Department shall be considered to be Operators-in-Training, and shall be paid a base hourly rate of pay in accordance with the following schedule:

<b><u>Time on Job as an Operator-in Training</u></b>	<b><u>% of base hourly rate of pay of an Operator (as per paragraph (a) above)</u></b>
- 1 <sup>st</sup> 3 months	70%
- after 3 months	77.5%
- after 6 months	85%
- after 9 months	92.5%
- after 12 months	100%

- (ii) Subject to paragraph (d)(ii) below, new Employees who are hired in a position within the CIS/CCR Department shall be considered to be Operations-Planners-in-Training or Information-Services-Analyst-in-Training, and shall be paid a base hourly rate of pay in accordance with the following schedule:

<b><u>Time on Job as an Operations-Planner-in-Training or Information-Services-Analyst-in-Training</u></b>	<b><u>% of base hourly rate of pay of an Operations Planner or Information Services Analyst (as per paragraph (a) above)</u></b>
- 1 <sup>st</sup> 3 months	70%
- after 3 months	77.5%
- after 6 months	85%
- after 9 months	92.5%
- after 12 months	100%

- (d) (i) In order to be entitled to receive the percentage increase for each three month period as specified in paragraph (c)(i) above, the Operator-in-Training must have completed training during the previous three month period, to the satisfaction of his/her Coordinator, on one of the following four pieces of equipment:

- (i) Ship Loader;
- (ii) Stacker / Reclaimer;
- (iii) Dumper; and
- (iv) Locomotive.

The intent of this provision is that at the end of the twelve month training period the Employee will have satisfactorily been trained on all four pieces of equipment.

- (ii) In order to be entitled to receive the percentage increase for each three month period as specified in paragraph (c)(ii) above, the Operations-Planner-in-Training must have completed training during the previous three month period, to the satisfaction of his/her Coordinator, on one of the following job responsibilities:

- (1) Train unloading;
- (2) Ship loading;
- (3) Month-end reports and invoices; and
- (4) All other responsibilities.

The intent of this provision is that at the end of the twelve month training period the Employee will have satisfactorily been trained on all four job responsibilities.

- (e) (i) If the Operator-in-Training position is filled by a new Employee who has demonstrated proficiency, to the satisfaction of the Company, on one or more of the pieces of equipment specified in paragraph (d) above, the Employee's wage rate shall be set at the appropriate increment level pursuant to paragraph (c)(i) above based upon the number of pieces of equipment with which the Employee has such demonstrated proficiency.

- (ii) If the Operations-Planner-in-Training or Information-Services-Analyst-in-Training position is filled by a new Employee who has demonstrated proficiency,

to the satisfaction of the Company, the Employee's wage rate shall be set at the appropriate increment level pursuant to paragraph (c)(ii) above based upon the degree to which the Employee has demonstrated such proficiency.

- (f) Semi-annual Consumer Price Index (CPI) adjustments shall be made, as per Article 22.02, to the base hourly rates of pay set out in paragraphs (a) and (b) above.

**Article 22.02                    CPI - Annual Wage Increase**

- (a) The base hourly rates set out in paragraphs 22.01(a) and (b) above, or determined pursuant to paragraph 22.05 below, shall be increased in each calendar year according to the following:
- (i) The first increase will be effective on the second pay cheque in April. Subject to paragraph (b) below, the percentage increase will be equal to one-half (1/2) of the annual Vancouver CPI percentage change for February.
  - (ii) The second increase will be effective on the second pay cheque in October. Subject to paragraph (b) below, the percentage increase will be equal to the annual Vancouver CPI percentage change for August less the increase (if any) provided pursuant to paragraph (i) above.
- (b) If a CPI change described in paragraph (a) above was a decrease rather than an increase, the base hourly rates will not be reduced.

**Article 22.03                    Productivity Award Policy**

The Company agrees that the "Productivity Award Policy", as contained in the White Book as of July 25, 2000, shall not be revised in such a way so as to reduce the level of benefit to any Employee who is covered by it without the mutual agreement of the Union.

**Article 22.04                    Temporary Promotion to a Higher Paid Position**

- (a) On occasions, Employees in the bargaining unit may have the opportunity to be appointed to a Coordinator position for a temporary period of time. The Employee appointed to the Coordinator position on a temporary basis shall, subject to paragraph (b) below, receive a premium payment of fifteen percent (15%) of his/her base hourly rate of pay for the hours specified on the time sheet as covering the Coordinator position on a temporary basis.
- (b) Subject to paragraph (c) below, the Company shall appoint an Employee to a Coordinator position on a temporary basis when a Coordinator, who supervises Employees in the bargaining unit, is to be away from his/her scheduled work for one full work day or longer. The Company shall not be required to appoint an Employee to the temporary position when the Coordinator is away for less than one full working day.
- (c) Selection of an Employee to fill the Coordinator position on a temporary basis shall be based on:

- (i) the skills, education and experience of the Employee, and
- (ii) input from the Coordinator and Employees in the applicable Department. (It is agreed that input will only be sought from the affected Operations Crew when that Crew's Coordinator is to be away for one full work day or longer. It is further agreed that the Employee(s) scheduled to work in the Control Room will also have input when an Operations Coordinator is to be away for one full work day or longer.)

If consensus concerning the selection of an Employee to fill the Coordinator position on a temporary basis cannot be achieved between the Coordinator and Employees in the applicable Department, then the Company shall fill the position in an equitable manner from amongst those Employees in the Department whom the Company believes are qualified to fill the Coordinator position on a temporary basis.

- (d) Where possible and practical, an Employee who is appointed to a Coordinator position on a temporary basis shall perform his/her normal work duties as a bargaining unit Employee unless otherwise directed by the Company.
- (e) An Employee, who is appointed at the discretion of the Company as the acting Steam Plant Chief Engineer on a temporary basis, shall receive a premium payment of ten percent (10%) of his/her base hourly rate of pay for all regular hours he/she works in the temporary position. If the Company determines to exercise its discretion, it will do so in an equitable manner amongst those Employees in the Department whom the Company believes are qualified to act as the Steam Plant Chief Engineer.

#### **Article 22.05            New Classifications**

- (a) In the event the Employer creates a new job classification within the bargaining unit, the Parties shall negotiate the wage rate for the new job classification in question.
- (b) Pending final agreement on the negotiated wage rate pursuant to paragraph (a) above, the Employer shall set an interim wage rate for the new job classification. If the final negotiated wage rate is higher than the interim rate, the negotiated wage rate shall be retroactive to the establishment of the new job classification.
- (c) If the Parties are unable to reach agreement on the negotiated wage rate for the new job classification, then the dispute will be settled through the arbitration procedure of this Agreement.

**ARTICLE 23 - CESSATION OF WORK**

**Article 23.01                      Strikes and Lockouts**

- (a)     The Union agrees that during the term of this Agreement there will be no slowdown nor strike, stoppage of work, interruption or cessation of work, or refusal to work or to continue to work.
  
- (b)     The Company agrees that during the term of this Agreement there will be no lockout.

**Article 23.02                      Continuation of Work**

The Union agrees that in the event of strikes or lockouts, the Union will not take similar action on the ground of sympathy, but will continue to work.

**ARTICLE 24 - TERM**

**Article 24.01                      Term of Agreement**

This Agreement shall remain in effect until midnight, May 26, 2015, and thereafter from year to year, unless either party gives notice in writing to the other party of a desire to terminate, change or modify same, within the period of four (4) months immediately preceding the day of expiration of the term of this Agreement.

DATED at Prince Rupert, British Columbia this 25th day of June 2008.

**RIDLEY TERMINALS INC.**

**ILWU, LOCAL 523**

Signed by:

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**LETTER OF UNDERSTANDING # 2**

In the event the Company provides notice pursuant to Article 6.01(a) to change the work schedule of any Tour Employees from Article 6.04(a)(i) to Article 6.04(a)(ii), the following provisions shall apply during the term of the Collective Agreement:

- (1) If in a calendar year:
  - (a) the annual volume of coal shipped by the Company reaches a level above five million (5,000,000) tonnes, or
  - (b) the combined annual volume of coal and sulphur shipped by the Company reaches a level above six million (6,000,000) tonnes,

the Tour Employees who were affected by the above change to their work schedule shall, as a group, have the option of returning to the work schedule in Article 6.04(a)(i).

- (2) In the event that the Company's audited annual financial statements report a positive Net Income for two consecutive years, the Tour Employees who were affected by the above change to their work schedule shall, as a group, have the option of returning to the work schedule in Article 6.04(a)(i).

The Company will provide to the Union a copy of the Company's annual report, which shall include the audited annual financial statements, within 30 days of the annual report being tabled in the Houses of Parliament. In the event that the Government sells the shares or assets of the Company to a third party, release of the audited financial statements of the Company will be at the discretion of the new owner.

- (3) In the event that the Tour Employees exercise their option pursuant to either paragraph (1) or (2) above to return to the work schedule in Article 6.04(a)(i), the effective date of such change shall be on the day following the completion of a full three (3) week work cycle pursuant to Article 6.04(a)(ii). The local Union will provide the Company with written notice at least thirty (30) calendar days prior to the effective date.
- (4) The Parties agree that nothing in this Letter of Understanding is intended to detract from the Company's right, at any time, to provide notice under Article 6.01(a) to any Tour Employee, who is working the schedule set out in Article 6.04(a)(ii), to revert back to the work schedule specified in Article 6.04(a)(i).



**LETTER OF UNDERSTANDING #3**

In contemplation of one or more current Employees (hereinafter referred to as the “affected Employees”) transferring to either the Mechanical or Electrical Department as an apprentice;

And in order to ensure that the existing Employees in the Mechanical or Electrical Department, as of the date the affected Employees transfer into the Department as an apprentice (hereinafter referred to as the “applicable date”), are not, at a subsequent date, potentially at risk of being laid off prior to, or being bumped by, an affected Employee whom the existing Employees were required to train;

The Parties have agreed to the following terms:

1. Seniority based upon length of service within the Department (“Department seniority”) will be used for the purposes of lay off and recall as between the affected Employees and the existing Employees who were in the Department as of the applicable date.
2. Subject to paragraph 3 below, Company seniority will be used for the purpose of lay off and recall as between the affected Employees and any Employees who commence working in the Department after the applicable date.
3. In the event that
  - (i) a reduction of the number of Employees is required in the Department while the affected Employee is within the apprenticeship program, and
  - (ii) there is a journeymen Employee who has commenced work in the Department after the applicable date and who has less Company seniority than the affected Employee,

the Company shall determine, based upon its operational requirements, whether it needs to retain the services of the junior journeyman Employee.
4. If, after the applicable date,
  - (i) an affected Employee transfers out of the Department in which he/she had been an apprentice, and either
  - (ii) due to a required reduction in manpower the affected Employee wants to exercise his/her seniority rights to bump back into the Department in which he/she was an apprentice, or
  - (iii) the affected Employee subsequently applies for, and is awarded, a posted position within the Department in which he/she had been an apprentice,

Department seniority will be used as between the affected Employees and the existing Employees who were in the Department as of the applicable date.

**LETTER OF UNDERSTANDING #4****RE: STEAM PLANT DEPARTMENT**

The Parties agree to the following provisions with respect to the Steam Plant Department:

- (1) While in training, the Employees in the Steam Plant Department will be scheduled pursuant to Article 6.04(a)(ii). However, all of the Employees in the Department will be scheduled to work on the same shift of either Monday to Wednesday or Thursday to Saturday, as determined by the Employees in the Department. If consensus concerning the scheduling cannot be achieved, the Coordinator shall determine the schedule to be worked by the Employees in the Department.

All of the Employees in the Department shall be scheduled to work the same fourth (4<sup>th</sup>) consecutive day during the third (3<sup>rd</sup>) week of the three (3) week work cycle. If the Employees work the Monday to Wednesday shift, the fourth (4<sup>th</sup>) day shall be scheduled on the Thursday. If the Employees work the Thursday to Saturday shift, the fourth (4<sup>th</sup>) day shall be scheduled on the Wednesday.

- (2) In conjunction with the commencement of continuous operation of the Steam Plant, twenty-four (24) hour per day, seven (7) days per week, the Employees in the Department will be scheduled pursuant to Article 6.04(a)(i). The Company will provide notice to the Employees in the Department, pursuant to Article 6.01(a), to change their work schedule to the Article 6.04(a)(i) schedule.
- (3) At the present time, it is acknowledged that the Company intends to operate the Steam Plant on a “5<sup>th</sup> Man” basis. The Company agrees to consult with the local Union and representative(s) of the Employees in the Department with respect to the terms and conditions of employment that will apply with respect to the manner in which the “5<sup>th</sup> Man” shall be scheduled. Those terms and conditions are expected to reflect the following:
  - (a) Each Employee in the Department will take a turn as the “5<sup>th</sup> Man” in rotation. This would result in 32 weeks on four regular 6.04(a)(i) schedule between each 8 week turn as the “5<sup>th</sup> Man”.
  - (b) The Employees in the Department will agree on the vacation, banked time off and unpaid LOA schedule, and the expected “5<sup>th</sup> Man” schedule prior to the start of each 8 week tour (similar to 9.02(i), but with the “5<sup>th</sup> Man’s” involvement). Employees in the Department will only be able to book additional vacation or banked time off in the middle of an 8 week tour if the “5<sup>th</sup> Man” is willing and able to adjust his/her schedule to accommodate the additional vacation. A minimum of one (1) week’s notice is required.
  - (c) The Company, due to its operational requirements, can adjust the “5<sup>th</sup> Man” schedule with appropriate notice, similar to the interim notice concept we have used elsewhere.

- (d) If the “5<sup>th</sup> Man’s” schedule includes a Statutory Holiday shift which another Employee in the Department is already working, the “5<sup>th</sup> Man” will stay home and receive pay for the day (as opposed to coming in and being paid triple time). In other words, there should not be two Employees in the Department working the same Statutory Holiday shift, unless directed to do so by the Company.
- (e) Employees in the Department who are ticketed journeyman will exercise their trade on all equipment related to the Steam Plant.

**LETTER OF UNDERSTANDING # 6**

This agreement is intended to address a specific situation that has arisen at Ridley Terminals Inc, and is not intended for use as a basis for resolving future similar situations unless mutually agreed to by RTI Management and the ILWU local 523 Executives and therefore will be on a without prejudice basis.

ILWU Local 523 (the Union) recognizes that Sulphur Corp. is currently experiencing difficulties and has consequently halted construction of the sulphur plant. The Union recognizes that the Company desires to utilize the skills of Jim Cann, Paul Pike and Phil Wells in other Departments, while providing for the re-staffing of the Steam Plant if the plant does start up before December 31, 2003. Therefore, the parties agree that the Steam Plant will be shut down beginning July 15, 2002, and the Steam Plant Employees will be moved to their assigned Departments, receive all privileges of that Department, and be compensated according to the Collective Agreement.

The parties agree that if the Steam Plant shutdown was to extend beyond December 31, 2003, the Employees will be allowed to stay in their assigned Departments, and positions in the steam plant will be posted. Regarding the Operations position held by Bob Thomson, on December 31, 2003, this position will either be posted as a permanent position, open to all eligible Employees, or eliminated.

The Company agrees that before Bob Thomson is allowed to operate any of the Operations Department equipment, or be counted in the "Minimum Manning", he will be trained in the safe operation of that piece of equipment, or job, and will be required to demonstrate competency according to the requirements of ISO procedure " Task Proficiency Training".

The parties agree that:

1. Jim Cann, Paul Pike and Phil Wells will return to their original positions in the Mechanical Dept. and complete all duties as directed by the Mechanical Coordinator.
2. (deleted)
3. (deleted)
4. (deleted)
5. Before Employees are required to return to the Steam Plant, they will be given 30 days notice.
6. This Letter of Understanding becomes effective Monday July 15, 2002.

Ridley Terminals Inc Signed by: "B. Myers"

ILWU Local 523 Signed by: "R. Coolin"

**LETTER OF UNDERSTANDING #8**

November 1, 2002

**RE: CIS/CCR DEPARTMENT**

- 1) With respect to Article 14.01, the following applies:
  - (a) Phil Cornwall has a Union seniority date of August 1, 2002. This Union seniority dates will be used as if they were the Company Seniority dates of these Employees for the purposes of Article 14.01.
  - (b) (deleted)
- 2) With respect to Article 14.02, the Company Seniority of Phil Cornwall will be determined from these Employees' original dates of hire with the Company, uninterrupted by termination / resignation.
- 3) With respect to the position of the Information Services Analyst, it is acknowledged that references in the Agreement to the Coordinator may also be interpreted as if the word Coordinator were changed to Manager.

January 20, 2003

**LETTER OF UNDERSTANDING #9**

This agreement is intended to address a situation that has arisen at Ridley Terminals Inc. and is not intended for use as a basis for resolving future similar situations unless mutually agreed to by RTI Management and ILWU Local 523 Executives and therefore will be on a without prejudice basis. This Letter of Understanding is effective January 1, 2003.

The Parties agree that under Article 6.05(d)(ii) "Call Time", there is no reference to payment for meals or meal breaks and therefore the following will apply.

In the event a Non-Tour Employee is called to work with less than four (4) hours notice prior to the start of the required work, and has worked more than four (4) hours, the Employee shall receive a one-half (1/2) hour meal break paid at the double-time rate. No additional lunch breaks will be provided unless the Employee works more than 8 hours.

In the event a Non-Tour Employee works more than eight (8) hours, the Employee is entitled to two (2) one-half (1/2) hour meal breaks paid at double time, and three (3) one-half (1/2) hour meal breaks paid at double time after twelve (12) hours.

Ridley Terminals Inc.

Signed by: "B. Myers"

ILWU Local 523

Signed by: "D. Komadina"

August 26, 2003

**LETTER OF UNDERSTANDING #13**

**RE: SECURITY DEPARTMENT AND ENTITLEMENTS FOR  
EMPLOYEES POSTING TO SECURITY EMPLOYEE POSITIONS**

Except as provided for otherwise in this Letter of Understanding, all of the provisions of the existing Collective Agreement between the parties shall be applicable to the Security Employees employed by the Company.

ILWU Local 523 and Ridley Terminals Inc. hereby agree effective September 7, 2003 as follows:

**Schedules for Full-Time Security Employees**

- 1) Subject to Article 6.01, from January 1, 2004 the regular work schedule of full-time Security Employees shall be the schedule set out in Article 6.03(c). One Employee shall work the Afternoon Shift, and the other the Night Shift. The determination as to which shift will be worked by each Employee shall be the responsibility of the Employees in the Department and their Coordinator. If consensus cannot be achieved between the Employees and their Coordinator, then it shall be scheduled by the Coordinator on an equitable basis.

**Filling of Manning Requirements**

- 2) (a) Pursuant to Article 21.03(a), it is acknowledged that Employees in the Security Department who are paid in accordance with Article 22.01(b)(iii)(1) can, in addition to their duties as a Security Employee, be used as set out below. The Company shall not assign to Security Employees work that is normally performed by Employees in another Department if the assignment of such work would directly result in the lay-off or reduction of regular hours of work of a Regular Employee in that Department.
  - (i) To perform duties which do not require them to use a tradesman's tools, or to work in any Operator's seat other than the water truck.
  - (ii) To perform other duties for which they are qualified and for which they are assigned pursuant to Article 21.03(a), provided that their rate of pay is increased as follows to the full rate provided for in Article 22.01(a):
    - (1) Minimum straight-time pay at the full rate will be four (4) hours.
    - (2) If the work exceeds four (4) hours, minimum straight-time pay at the full rate will be eight (8) hours.
    - (3) Overtime hours, for the same hours for which an Employee at the full rate would have been paid.

- (b) Pursuant to Article 21.03(a), it is acknowledged that Employees in the Security Department who are paid in accordance with Article 22.01(b)(iii)(2) can only be used to perform duties as a Security Employee.
- (c) For the purposes of Article 21.03(a), absences in the Security Department shall be filled from amongst the Employees in the bargaining unit based on the following ranking:
- (i) From amongst qualified part-time Employees in the Security Department who are available to perform the work at the straight-time rate.
  - (ii) For absences expected to require two (2) days or less overtime, from amongst qualified Employees in the Security Department who are available to perform the work at the overtime rate.
  - (iii) From amongst qualified Employees in other Departments who are available to perform the work at the straight-time rate.
  - (iv) By a Temporary Employee from amongst qualified Employees on the “Active – Subject to Recall” list.
  - (v) By a Temporary Employee who was not on the “Active – Subject to Recall” list.
  - (vi) From amongst qualified Employees in the Security Departments who are available to perform the work at the overtime rate.
  - (vii) From amongst qualified Employees in other Departments who are available to perform the work at the overtime rate.

The remainder of this Letter of Understanding is intended to address a specific situation that has arisen at Ridley Terminals Inc. and is not intended for use as a basis for resolving future similar situations unless mutually agreed to by RTI management and ILWU Local 523 executives and therefore will be on a without prejudice basis.

For any Employee who, on May 29, 2004, holds a position as a Regular Employee and successfully posts into the position of Security Employee effective May 30, 2004 or is recalled into the position of Security Employee after May 30, 2004, ILWU Local 523 and Ridley Terminals Inc. hereby agree effective May 30, 2004 as follows:

### **Recall**

- 3) The Employee will be eligible for recall as if he/she had bumped into the security position pursuant to Article 14.01(e)(iii)(1).

### **Right to Resign**

- 4) a) The Employee may give notice pursuant to Article 18.01(h) to resign from the full-time security position within 30 calendar days of employment in the position. The



Employee will then be entitled to recall pursuant to Article 14.01(e) of the Collective Agreement, except that he/she will not be entitled to recall to a full-time or part-time security position.

- b) The Employee may give notice pursuant to Article 18.01(h) to resign from the part-time security position within 30 calendar days of employment in the position. The Employee will then be entitled to recall pursuant to Article 14.01(e) of the Collective Agreement, except that he/she will not be entitled to recall to a part-time security position.

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For any Employee who, on May 29, 2004, holds a position as a Regular Employee, and:

- successfully posts or bumps into the position of full-time Security Employee effective May 30, 2004, or
- as a result of a lay-off subsequent to May 29, 2004, successfully bumps into the position of full-time Security Employee,

ILWU Local 523 and Ridley Terminals Inc. hereby also agree effective May 30, 2004 as follows.

In paragraphs 5 and 6 below, the following definitions apply:

For the purpose of this section and the following section, the “Effective Date” will be the day prior to the day on which the Employee changed from the full base hourly rate provided for in Article 22.01(a) to the reduced rate in the Security Position.

For the purpose of this section and the following section, the “Effective Rate” will be the full base hourly rate provided for in Article 22.01(a) received by the Employee on the Effective Date.

### **Severance**

- 5) In Article 14.02(c), an Employee’s severance entitlement is a factor of his Company Seniority and his current base salary. RTI Management and ILWU Local 523 recognize that if a current Employee successfully posts or bumps into one of the security positions to avoid lay-off, his/her subsequent entitlement to severance would be significantly reduced. Therefore, if the Employee is terminated pursuant to a manpower reduction after September 6, 2003, his/her severance entitlement will be **prorated** as follows:

	<b>Time Period</b>	<b>Applicable Pay Rate</b>
(a)	All Company Seniority up to and including the Effective Date	The Effective Rate will be used to determine the current base salary
(b)	Except as provided in paragraph (c) below, all Company Seniority after the Effective Date	The base hourly rate applicable to the security position will be used to determine the current base salary
(c)	Periods of time after the Effective Date during which the Employee works in a temporary position	The base hourly rate applicable to the temporary position will be used to determine the current base salary

If the Employee accepts a recall to a permanent position in the bargaining unit, paragraphs (a), (b) and (c) above will no longer apply, and the hourly rate applicable to the permanent position will be used to determine the current base salary.

### **Vacation and Bank Time**

- 6) Vacation and Bank Time hours accumulated prior to an Employee commencing work in the security position will be treated as follows:
- Any vacation or bank time taken after the Effective Date will first be taken from the hours accumulated prior to the Effective Date and will be paid at the Effective Rate.
  - Any bank time paid after the Effective Date will first be paid from the hours accumulated prior to the Effective Date and will be paid at the Effective Rate.
  - If an Employee is terminated from the security position after the Effective Date, any vacation or bank time remaining from the hours accumulated prior to the Effective Date will be paid out at the Effective Rate.

If the Employee returns to a higher paid position, the hours accumulated in the security position will be treated in the same manner as above, using the hourly rate in the security position at the time the Employee returns to the higher paid position.

November 16, 2004

**LETTER OF UNDERSTANDING #14**

**Re: Job Security**

The following provisions shall apply for the term of the 2004 – 2007 Collective Agreement between the Parties:

1. Subject to point #5 below, there shall be no involuntary separation of any Regular Employee who is, as of the date of ratification of the 2004 – 2007 Collective Agreement,
  - (i) employed at the Company's operation, and
  - (ii) not on lay-off status.
2. The protection from involuntary separation provided to Regular Employees, pursuant to point #1 above, shall only be applicable with respect to the permanent full-time or part-time position which the Regular Employee held as of the date of ratification of the 2004 – 2007 Collective Agreement.
3. Subject to point #5 below, the protection from involuntary separation shall also apply to any Regular Employee who
  - (i) was on lay-off status, or had a right to be recalled to their former position, as of the date of ratification of the 2004 – 2007 Collective Agreement, and
  - (ii) was subsequently recalled to a position as a permanent Employee, pursuant to the 2004 – 2007 Collective Agreement.
4. The protection from involuntary separation provided to Regular Employees, pursuant to point #3 above, shall only be applicable with respect to the permanent full-time or part-time position to which the Regular Employee is recalled.
5. The protection from involuntary separation provided to Regular Employees, pursuant to point #1 and/or #3 above, shall not be applicable in the event of a total closure of the Company's rail car dumpers and stacker-reclaimers.

November 16, 2004

**LETTER OF UNDERSTANDING #15**

**Re: Current Operators**

1. For the purposes of this Letter of Understanding, the terms set out below shall refer to the following Employees:
  - (i) “Current Operators” – Sandy Anderson, Joe Dias, Tai Ezaki, Marv Monnette, Garry Sattich and John Skinner.
  - (ii) “Other Specified Employees” – Jim Cann, Doug Cooper and Phil Cornwall.
2. In the event of the involuntary separation of any Current Operator, the Company agrees that it will not assign any of the Other Specified Employees to perform any work, which is normally performed by an Employee in the Operations Department, during the period of time that the Current Operator retains recall rights under the Collective Agreement.

May 26, 2008

**LETTER OF UNDERSTANDING #17**

In contemplation of Paul Pike (hereinafter referred to as the "affected Employee") transferring to the Operations Department and receive training to become a qualified Operator;

And in order to ensure that existing Employees qualified as Operators, as of March 1, 2006 (hereinafter referred to as the "applicable date"), are not, at a subsequent date, potentially at risk of being laid off prior to, or being bumped by, the affected Employee;

The Parties have agreed to the following terms:

1. Seniority based upon length of service within the Operations Department ("Department seniority") will be used for the purposes of layoff and recall as between the affected Employee and the existing Employees who were qualified as Operators as of the applicable date.
2. Subject to paragraph 3 below, Company seniority will be used for the purpose of layoff and recall as between the affected Employee and any Employees who commence working in the Operations Department after the applicable date.
3. In the event that
  - (i) a reduction of the number of Employees is required in the Department before the affected Employee has completed his training on the following four pieces of equipment:
    - a. Ship Loader;
    - b. Stacker / Reclaimer;
    - c. Dumper; and
    - d. Locomotive, and
  - (ii) there is a junior Employee who has commenced work in the Department after the applicable date and who has less Company seniority than the affected Employee, but who has completed his training on the four pieces of equipment listed above,
 

the Company shall determine, based upon its operational requirements, whether it needs to retain the services of the junior Employee.
4. If, after the applicable date,
  - (i) the affected Employee transfers out of the Operations Department, and either
  - (ii) due to a required reduction in manpower the affected Employee wants to exercise his/her seniority rights to bump back into the Operations Department, or

- (iii) the affected Employee subsequently applies for , and is awarded, a posted position within the Operations Department,

Department seniority will be used as between the affected Employee and the existing Employees who were qualified as Operators as of the applicable date.

#### Amendment – MAY 26, 2008

Phil Wells is added to Letter of Understanding #17 as an “affected Employee” with an “applicable date” of May 12th, 2008