

# **COLLECTIVE AGREEMENT**

**between the**



**(the Employer)**

**and the**



**(the Union)**

**Effective from April 1, 2017 to March 31, 2025**

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**ARTICLE 1 - DEFINITION OF EMPLOYEE AND HOURS OF WORK**

**1.1 Bargaining Unit Defined**

The bargaining unit includes employees at and from 180 – 111 Victoria Drive, Vancouver, BC, except elected officers of ILWU Canada and ILWU Locals.

**1.2 Definition of Permanent Employees**

A Permanent Employee is an employee who is employed for work which is of a continuous full-time nature.

**1.3 Definition of Temporary Employee**

A Temporary Employee is an employee hired to replace a permanent employee, or hired to perform the tasks of a special project for a defined period of time. Temporary employees convert to permanent after one year worked.

**1.4 Definition of Probationary Employees**

A new employee will be considered probationary from the point at which they are hired as a new employee until they have completed the six month probationary period. During the probationary period the Employer may discharge the employee if the Employer deems the probationary employee unsuitable for continued employment.

**1.5 Application of Agreement – Temporary Employees**

Except as otherwise noted the provisions of the following articles do not apply to temporary employees. The provisions of all other articles apply to temporary employees unless otherwise explicitly stated.

- Article 2.2 – Flexible Hours
- Article 6 – Severance Pay
- Article 8 – Pension Plan
- Article 9 – Health and Welfare Plans
- Article 11 – Education Leave
- Article 15 – Sick Leave

**1.6 Travel Expenses for Organizer Classification**

- (a) Costs and travel expenses, other than car expenses, will be paid by the Employer according to the Employer travel policies and procedures, as amended from time to time.
- (b) The Organizer will be paid \$250 per month as a car allowance to offset travel expenses related to the position.

**ARTICLE 2 - HOURS OF WORK AND OVERTIME**

**2.1 Hours of Work**

Full-time hours of work will be as follows:

Job Title

Administrative Support .....35 hours weekly, flexible on-the-job 30 minute meal period  
 Administrative Support (Finance) .....40 hours weekly, flexible on-the-job 30 minute meal period

Organizer.....40 hours weekly, schedule flexible

Weekly hours will only be changed by mutual agreement.

Normal office hours are 8:30 AM to 4:30 PM

**2.2 Flexible Hours**

Flexible hours are available upon request for all employees as long as they meet operational requirements.

**2.3 Normal Straight-Time Hours of Work and Overtime**

(a) The normal straight-time hours of work assigned by the Employer shall conform with the following guidelines:

- (1) Not more than eight hours in any one day;
- (2) Not more than five working days in any seven day period; and
- (3) Not more than 40 hours in any working schedule.

(b) Any hours which the Employer requires an Employee to work in excess of the above shall be paid at time and one-half the hourly rate. The employee shall have the choice of taking money or time off at equal value in lieu of money, at a mutually agreeable time.

(c) The Employer agrees that every employee shall be guaranteed eight hours of rest free from work. If an employee is called in and the employee voluntarily complies with said request, then time and one-half shall be paid for the call-in period.

(d) Sub-paragraph (b) and (c) above shall not apply to employees working flexible hours.

**ARTICLE 3 - STATUTORY HOLIDAYS**

**3.1 Statutory Holidays**

The following holidays will be granted to all permanent employees with full pay:

New Year's Day	Canada Day	Christmas Day
Family Day	B.C. Day	Boxing Day
Good Friday	Labour Day	Birthday
Easter Monday	Thanksgiving Day	Victoria Day
Remembrance Day	National Day for Truth and Reconciliation	

And any other day that may be proclaimed by the Provincial or Federal government as a legal holiday.

**ARTICLE 4 - VACATIONS**

**4.1 Vacation Entitlement**

A permanent employee shall earn vacation leave credits at the following rate:

Less than one year of service.....	6%
Completion of one year of service.....	15 working days
Completion of six years of service .....	21 working days

Completion of eight years of service .....	25 working days
Completion of 11 years of service .....	30 working days
Completion of 14 years of service .....	35 working days

There shall be no cash payout and no carry over of vacation.

**4.2 Seniority Application for Vacation**

In the event a new position covered by this agreement is filled, the Parties will take into consideration ILWU seniority for the purposes of vacation.

**ARTICLE 5 - DISCRIMINATION AND HARRASSMENT**

**5.1 No Discrimination or Harassment**

There shall be no discrimination or harassment, as defined by the ILWU Canada Harassment Policy and attached here, against an employee(s) by the Employer(s). In the event an employee resigns as a result of such treatment, such employee will be entitled to three weeks' pay for the first year and one and one-half weeks' pay for each succeeding complete year of continuous employment or pro-rated portion thereof up to a maximum of 40 weeks' pay.

**ARTICLE 6 - SEVERANCE PAY**

**6.1 Severance**

- (a) Upon dismissal for any reason other than for gross misconduct or self-provoked dismissal for the purpose of collecting severance pay, or upon being laid off, a permanent employee with two or more years of continuous service shall receive 90 days' notice and severance pay equal to one weeks' pay for every six months of service to a maximum of 22 weeks of pay. Such pay shall be computed at the highest straight-time weekly salary paid to the employee during the period of 52 weeks immediately preceding the dismissal or lay-off.
- (b) Upon dismissal for any reason other than for gross misconduct or self-provoked dismissal for the purpose of collecting severance pay, or being laid off, an employee with less than two years of service shall receive 90 days' notice and receive severance of two weeks' pay for the first year and one weeks' pay for the second year of continuous service.
- (c) It is understood by the Parties to this Agreement that the Employer(s) will not terminate an employee simply to circumvent the time requirements outlined above.
- (d) Severance pay shall be payable to an employee immediately upon termination.

**ARTICLE 7 - WAGES**

**7.1 Wage Rates**

Wages for permanent and temporary employees:

			Percent Increase	2.50%	2.50%	2.50%	2.50%
Position	Step	Current rate	Effective Date	01-Apr-21	01-Apr-22	01-Apr-23	01-Apr-24
Organizer	Step 1	-		\$35.00	-	-	-
	Step 2 = after one year	-		\$41.00	-	-	-
	Step 3 after two years	\$36.50		\$46.60	-	-	-
Administrative Support 1	Step 1 - probation	-		\$35.00	-	-	-
	Step 2 - after one year	-		\$41.00	-	-	-
	Step 3 - after two years	\$44.27		\$46.60	-	-	-
Administrative Support 2 – Finance	Step 1	-		\$35.00	-	-	-
	Step 2 = after one year	-		\$41.00	-	-	-
	Step 3 - after two years	\$46.60		\$46.60	-	-	-
Temporary Employees	Paid at Step 1		-	\$35.00	\$35.88	\$36.77	\$37.69
Single Rate for Permanent Employees	Step 1		-	\$35.00	\$35.88	\$36.77	\$37.69
	Step 2 - after one year		-	\$41.00	\$42.03	\$43.08	\$44.15
	Step 3 - after two years		-	\$46.60	\$47.77	\$48.96	\$50.18

*Note: Time worked as a temporary employee counts toward the pay scale if a temporary employee becomes a permanent employee.*

**7.2 Skills Differential**

Permanent employees with financial duties will receive a \$1.00 per hour skills differential in addition to their hourly rate of pay.

Wage Rates with Skills Differential added	STEP		01-Apr-21	01-Apr-22	01-Apr-23	01-Apr-24
All Permanent Employees	Step 1		\$36.00	\$36.88	\$37.77	\$38.69
	Step 2 – after one year		\$42.00	\$43.03	\$44.08	\$45.15
	Step 3 – after two years		\$47.60	\$48.77	\$49.96	\$51.18

**7.3 Vacation Pay for Temporary Employees**

Temporary employees will receive six percent vacation pay on each pay cheque.

**ARTICLE 8 - PENSION PLAN**

**8.1 BC Target Pension Plan**

Within two weeks of ratification, the Employer will make application to the BC Target Benefit Pension Plan on behalf of employees for membership in the BC Target Benefit Pension Plan.

As of the date of a successful application to the BC Target Benefit Pension Plan:

- (1) the Employer will enrol all existing permanent employees in the BC Target Benefit Pension Plan.
- (2) new permanent employees will be enrolled in the BC Target Benefit Pension Plan upon completion of their probationary period.

#### *Contributions*

The Employer will continue to contribute 7% to the retirement account selected by the employees for the first two weeks after ratification. Commencing in the third week after ratification by the Union, the Employer will contribute 9% to the retirement account selected by the employees until such time of a successful application to the BC Target Benefit Pension Plan and contributions commence.

The Employer will contribute 9% of eligible employees' wages to the BC Target Pension Plan in accordance with the BC Target Benefit Pension Plan and applicable provincial legislation.

Employees may, at their own discretion, make additional voluntary unmatched contributions to the BC Target Benefit Pension Plan.

### **ARTICLE 9 - HEALTH AND WELFARE PLAN**

#### **9.1 Medical Services Plan**

The Employer will pay 100% of the cost of the premium for the Medical Services Plan for the office staff employees and their dependents/spouse.

#### **9.2 Unifor Benefits Trust**

Employees shall be covered by the Unifor Benefits Trust. All costs of the Plan shall be borne by the Employer.

### **ARTICLE 10 - BEREAVEMENT LEAVE**

#### **10.1 Bereavement Leave**

Employees will receive five days paid bereavement leave in the event of the death of an immediate family member.

#### **10.2 Concurrent Paid Leave Credits**

Such Bereavement Leave will be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits used will be restored.

#### **10.3 Unpaid Leave of Absence**

Bereavement leave of absence with pay will not apply when an employee is on an unpaid leave of absence.

#### **10.4 Definition of Immediate Family**

*"Immediate Family"* will be defined to include the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with an employee as a member of the employee's family.



**ARTICLE 11 - EDUCATIONAL LEAVE**

**11.1 Paid Education Leave**

If an employee takes courses for skill upgrading and/or training relative to the Employer's interest, the Employer will grant paid educational leave of absence. The reasonable expenses approved by the Employer will be borne by the Employer.

**11.2 Extended Unpaid Educational Leave**

At the discretion of the Employer, extended educational leaves of absence without pay may also be granted upon application from the employee.

**ARTICLE 12 - GRIEVANCE PROCEDURE**

**12.1 Time Limits to Submit Grievance**

Any individual employee or group of employees or the Union or the Employer shall have the right at any time to present grievances. Grievances must be filed within 10 working days and are to be submitted in writing, outlining the reason, and date of occurrence along with any additional pertinent information.

**12.2 Grievance Steps**

The following steps constitute the recognized grievance procedure under this Agreement:

Step	Representing the Employee	Representing the Employer
(1)	Aggrieved and/or Designated person	Designated person
(2)	Union Representative(s)	Employer(s) Representative(s)
(3)	Arbitration	

**12.3 Time Limits to Advance**

- (a) Decisions on Step One shall be rendered in writing within five working days after the grievance was filed.
- (b) Failing satisfactory resolve at Step One the respective representatives at Step Two shall meet and render a decision in writing within 10 working days after notification in writing that the Step One decision is appealed.
- (c) Grievances not appealed to a subsequent step of the grievance procedure within 10 working days of a decision shall be deemed settled on the basis of the decision in the last step to which the grievance was carried.
- (d) Procedure covering Steps One and Two may be extended by mutual agreement between the Parties.
- (e) In regard to the terms decision and notification it is the responsibility of the grieving party to render the decision.

#### **12.4 Appointment of Arbitrator**

In the event of arbitration, the Parties to this Agreement shall endeavor to appoint a single arbitrator. In the event there is a failure to agree upon the appointment of the arbitrator application shall be made to the Minister of Labour, who shall make the appointment.

#### **12.5 Decision of Arbitrator**

The findings of the arbitrator shall be final and binding on both Parties. The arbitrator is not authorized to alter, modify or amend any part of this Agreement.

#### **12.6 Third Party Assistance**

The Parties to this Agreement are conclusive to third party assistance in an attempt to resolve disputes. This procedure is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace or in any way diminish those procedures.

### **ARTICLE 13 - VACANCIES**

#### **13.1 Postings**

When a new permanent position covered by this Agreement needs to be filled the position will be posted in the ILWU Canada office for five days and be open to application by members including Temporary Employees. If the position is not filled by a Temporary Employee, then the position shall be posted in all other ILWU worksites for 10 days. If the position is not filled by a member of the ILWU then the position may be filled by other means.

#### **13.2 Application of Seniority**

Where two or more Employees apply for the same position, seniority shall prevail, ability and qualifications being equal.

### **ARTICLE 14 - MISCELLANEOUS**

#### **14.1 Past Practices**

All existing established past practices concerning any terms and conditions of employment not altered or removed by this Agreement shall remain in effect unless modified in writing by mutual agreement. Such past practices include, but are not limited to, the following items:

- (a) Between officers and staff exists a cooperative working relationship characterized by mutual respect;
- (b) During or after periods of high workloads that require irregular and/or excessive hours, permanent employees may take comp time at their own discretion;
- (c) Sick leave is taken as needed. No employee shall be terminated due to illness or accident;
- (d) The Parties agree to maintain the present practice of meeting at the request of either Party to discuss matters of mutual interest.

**ARTICLE 15 - SICK LEAVE**

**15.1 Sick Leave Entitlement**

10 sick days annually to be used for short term illness, injury or family responsibility leave. These days would not be carried from one year to another nor would there be a pay-out for any unused days as the purpose is to cover the person in the above circumstances.

**ARTICLE 16 - DURATION**

This Agreement shall be effective from April 1, 2017, and shall remain in force and effect until March 31, 2025, and from year to year thereafter unless either Party gives notice in writing to the other Party not less than four months prior to March 31, 2025, or March 31 in any subsequent year, to terminate or to renew this Agreement or to negotiate a renewal thereof.

If notice of renewal or revision is given by either Party, the other Party agrees to meet as mutually agreed, within 15 days after receipt of such notice for the purpose of negotiations. The Parties with these signatures do lawfully enter into this agreement.

Signed this      day of      , 2021

FOR ILWU CANADA



Rob Ashton  
President

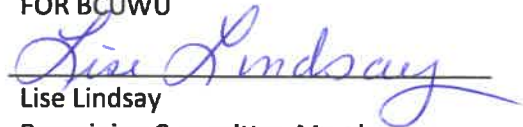


Bob Dhaliwal  
Secretary Treasurer

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FOR BCUWU



Lise Lindsay  
Bargaining Committee Member



Jeanne Magenta  
Bargaining Committee Member



Genevieve Lorenzo  
Bargaining Committee Member



Richard Tones  
President

**LETTER OF UNDERSTANDING #1**

**Re: Seniority**

It is understood that any and all time worked at the ILWU Canada office and/or for any ILWU Local may be included in the calculation of seniority (years of service).

Effective date of hire for Lise Lindsay is January 2, 2002.

Effective date of hire for Jeannie Magenta is February 11, 2014.

Effective date of hire for Genevieve Lorenzo is July 24, 2018.

**LETTER OF UNDERSTANDING #2**

**Re: Weekly Indemnity Benefits**

It is understood and agreed that as of January 25, 2016 the C.H.I.P.S. Benefit Plan premium paid by ILWU Canada for wage indemnity coverage was increased to a maximum of \$15.38 per month to obtain a benefit of 70% of earnings with a cap of \$900.00 per week. Any cost for the plan now provided by the Unifor Benefits Trust over \$15.38 per month required to maintain this benefit level will be paid by the employee.

**LETTER OF UNDERSTANDING #3**

**Re: Lise Lindsay (Lindsay)**

The following terms and conditions shall apply to Lise Lindsay:

**1. Wage Rates**

- a. Lindsay’s wage rate will be as contained in the table below.
- b. As of April 1, 2023, Lindsay will receive all negotiated wage increases on the dates and in the same percentage as contained in Article 7.1 Wage Rates.
- c. In addition, Lindsay will also continue to receive the \$1.00 per hour skills differential per Article 7.2 Skills Differential.

Hourly Wage Rate	01-Apr-21	01-Apr-22	01-Apr-23 2.5%	01-Apr-24 2.5%
	\$46.60	\$48.23	\$49.44	\$50.68
Wage Rates with Skills Differential added	01-Apr-21	01-Apr-22	01-Apr-23	01-Apr-24
	\$47.60	\$49.23	\$50.44	\$51.68

**2. RRSP / Pension**

Lindsay will not be required to participate in the BC Target Pension Plan. The Employer will continue to pay 12% of her wages to the RRSP of Lindsay’s choice.

**3. Vacation**

Lindsay will continue to be entitled to 40 days of vacation annually.

Vacation entitlement in the year of retirement will be pro-rated.

All vacation currently carried over will be maintained and Lindsay will be required to take this vacation time prior to her date of retirement.

There will be no additional vacation carryover permitted, and no payout of vacation pay.

**4.** The Employer will provide a retired employees benefit plan that includes extended health, dental, employee assistance program, and travel coverage. Coverage will be equivalent to the permanent employees’ plan except that there will be no Weekly Indemnity, Long Term Disability or Life insurance included, and will cover the employee’s spouse.

## INFORMATION APPENDIX 1

### Re: Article 5 – DISCRIMINATION AND HARASSMENT

#### POLICY ON HARASSMENT

The International Longshore Warehouse Union Canada (ILWU Canada) believes every worker has a right to be treated with dignity and respect, and to be free from discrimination and harassment at work, in their union and in the community.

Harassment is a power play by people who want to control and torment others. It is fueled by sexism or racism, or a fear and dislike of what is different. It includes remarks and actions intended to hurt, to embarrass, to confuse and to destroy an individual's self-confidence and self-esteem.

Harassment violates many union contracts. It certainly violates the spirit of the labour movement where we are supposed to be working to achieve justice and equality for working people.

Victims of harassment are humiliated and stressed. They can become physically ill. They often lose work time because of the abuse and may quit because they see no way to stop the harasser. When harassment occurs within the union, victims are likely to drop out of union activities and avoid their colleagues. Many people who experience harassment are afraid to speak up because they fear ridicule or fear the harassment will get worse.

Harassment is certainly against the law.

Over the past few years, Human Rights Commissions across the country have expanded definitions of harassment and have spread out the responsibility for preventing it. They have made it clear that sexual harassment includes unwanted physical touching, patting, leering, and verbal abuse, as well as demands for sex accompanied by threats. They have eliminated ignorance as a defense. Harassment is now regarded as any comment or action "that should reasonably be known to be unwelcome". Commissions have ruled that graffiti, jokes, pin-ups and slurs, even when they are not directed at a particular individual, can poison a work environment, making it hostile and intimidating.

Recent rulings indicate that while employers are responsible for establishing a workplace free of harassment, unions will be held liable, along with the employer, if the union leadership is aware that harassment is occurring and does nothing to stop it. Many affiliates have adopted anti-harassment policies and negotiated grievance procedures to help resolve sexual harassment complaints quickly.

But union activists must take steps to make sure that harassment complaints by women, visible minorities, and gays and lesbians are supported. It takes work to make sure union policies against harassment have meaning.

While policies and grievance procedures are effective, what is really needed is a change in attitudes. No matter how good the wording is, no policy, contract provision, or complaint procedure has meaning unless the leadership of the union, at all levels, clearly and unequivocally opposes sexual harassment and harassment based on race, religion, national origin, disability, or sexual orientation.

If the leadership does not stand by workers when they challenge harassment in the workplace and in the union, nothing will change

To end sexual harassment and other forms of harassment, we all have to take responsibility. We have to take responsibility to examine our own actions and to speak up when we see or hear colleagues being abused, harassed, and intimidated.

Change will not occur without action by men, as well as by women. But with cooperation and respect, we can change our workplaces, our unions, and our society so that women, visible minorities, Aboriginals, and gay and lesbian workers can achieve equality.