## **COLLECTIVE AGREEMENT**

## between the

# GRAIN WORKER'S UNION, LOCAL 333 ILWU CANADA



## and the

BRITISH COLUMBIA UNION WORKERS' UNION (BCUWU)



Effective from October 2, 2024 to April 1, 2027

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#### **ARTICLE 1 - PURPOSE AND DEFINITIONS**

## 1.1 Purpose

(a) The purpose of this Agreement between B.C. Union Workers' Union, hereinafter referred to as "the Union", and the Grain Worker's Union Local 333 ILWU Canada, hereinafter referred to as "the Employer", is to establish terms and conditions of employment for the bargaining unit, defined as all employees at and from 103 – 3989 Henning Drive, Burnaby B.C., except managers.

#### 1.2 Definitions

- (a) "Permanent Employee" is an employee who is employed for work which is of a continuous full-time nature.
- (b) "Temporary Employee" is an employee hired to replace a permanent employee, or one hired to perform defined tasks or a special project for a defined period of time.
- (c) "Probationary Employee" is a new employee who is considered probationary from the point at which they are hired as a new employee until they have completed the probationary period.

## 1.3 Probationary Period

All employees will be considered probationary for a period of three (3) months from their date of hire. During the probationary period the Employer may discharge the employee if the Employer deems the probationary employee unsuitable for continued employment.

## 1.4 Temporary Employees

Temporary employees are hired by the Employer with all rights and conditions and rates of pay covered under this collective agreement. Temporary employees convert to permanent after two years worked. The Employer can extend an offer of permanent employment earlier than two years if it so chooses.

#### **ARTICLE 2 - UNION REPRESENTATION & DISCIPLINE**

## 2.1 Union Representation

- (a) Employees shall have the right to have their shop steward or Union designate present at any disciplinary meetings with the Employer. The Employer will advise the Employee that the meeting will be disciplinary, and that the Employee has the right to have a shop steward present or Union designate at the scheduled meeting within forty-eight (48) hours. The forty-eight (48) hours can be extended by mutual agreement between the parties.
- (b) A "disciplinary meeting" shall be where the Employer issues some form of discipline or warning to an employee.

## 2.2 Shop Stewards

The Union shall notify the Employer in writing of the names of all shop stewards and Union designates.

## 2.3 Discipline

(a) No employee shall be disciplined without just cause. The Employer will provide the employee with written reasons for the disciplinary action being taken at the time the discipline is imposed, and a copy

shall be provided to the Union. For the purposes of this article, discipline shall include, but not be limited to, reprimand, demotion, suspension, or discharge.

- (b) In determining appropriate discipline for any misconduct, the Employer shall not consider any discipline after the expiration of twelve (12) months from the date it was issued, provided there has been no other discipline issued regarding the same issue, breach, or conduct during that twelve (12) month period.
- (c) All discipline in an employee's file shall be expunged after twelve (12) months, provided there has been no other discipline issued regarding the same issue, breach, or conduct during that twelve (12)-month period.

## 2.4 Leaves of Absence for Union Business

Subject to the operational requirements of the Employer, leaves of absence without pay and without loss of vacation or seniority rights may be granted by the Employer to employees to for business pertaining to labour matters directly affecting the Union.

An employee granted a leave of absence under this Article shall receive their normal wages from the Employer during such absence, and the Employer shall be entitled to recover from the Union all wages paid to an employee during such leave.

#### **ARTICLE 3 - GRIEVANCES AND ARBITRATION**

#### 3.1 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.

#### 3.2 Grievance Procedure

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

## Step 1

- (a) Grievances must be filed within ten (10) working days of knowledge of the incident occurring and are to be submitted in writing, outlining the reason, and date of occurrence along with any additional pertinent information.
- (b) The Parties shall meet within ten (10) working days of the date the grievance was filed to attempt to resolve the grievance.
- (c) Decisions on Step 1 shall be rendered in writing within ten (10) working days after the grievance was filed.

## Step 2

- (d) Failing satisfactory resolve at Step 1, Step 2 will commence upon written notice within five (5) working days.
- (e) The Parties shall meet within ten (10) working days of such notice to attempt to resolve the grievance.

(f) Failing satisfactory resolve at Step 2, the aggrieved party will signify in writing of its intention to invoke the arbitration procedure, as set out in section 3.4 of this Article, within fifteen (15) working days.

#### 3.3 Time Limits to Advance

Grievances not appealed to a subsequent step of the grievance procedure within the time period specified shall be deemed settled on the basis of the decision in the last step to which the grievance was carried.

The procedure covering Steps 1 and 2 may be extended by mutual agreement between the Parties.

The grievor shall notify the other party in writing of their decision to appeal or advance to the next step.

## 3.4 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, an application shall be made to the Minister of Labour, who shall make the appointment.

## 3.5 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.

## 3.6 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 4 - DISCRIMINATION AND HARRASSMENT**

## 4.1 No Discrimination or Harassment

There shall be no discrimination or harassment, as defined by Appendix B, 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 (3) weeks' pay for the first year and one and one-half ( $1\frac{1}{2}$ ) weeks' pay for each succeeding complete year of continuous employment or pro-rated portion thereof up to a maximum of forty (40) weeks' pay.

#### ARTICLE 5 - HOURS OF WORK, BREAKS, AND OVERTIME

## 5.1 Hours of Work

- (a) Full time hours of work will be as follows:
  - (1) Office Administrator: forty (40) hours weekly
- (b) Normal office hours are 8:30 am to 4:30 pm.

Weekly hours will only be changed by mutual agreement.

#### 5.2 Flexible Hours

Flexible start and finish times are available upon request for all employees subject to operational requirements. Flexible hours must be approved by the Employer. Flexible hours agreements must be reviewed periodically or at the request of either party. In the event the Employer wishes to change an agreed-upon flexible hours arrangement, a forty-five (45)-day notice period shall apply.

Overtime for employees working flexible hours shall apply for time worked in excess of forty (40) hours in any working schedule in accordance with Article 5.3.

## 5.3 Normal Straight Time Hours and Overtime

- (a) The normal straight-time hours of work assigned by the Employer shall conform with the following guidelines:
  - Not more than eight (8) hours in any one (1) day;
  - Not more than five (5) working days in any seven (7) day period; and
  - Not more than forty (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 two times (2x) 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 (8) 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 (1½) shall be paid for the call-in period.

## 5.4 Unexpected Work During Time-Off

The employer agrees that employees shall not be expected to work during scheduled time off (e.g., vacation). Nevertheless, if the employer requests the employee to work during such time, and the employee agrees, then overtime shall be paid at time and one half for the first hour, and double-time thereafter, in accordance with the following:

- Up to 30 minutes: 30 minutes overtime (1.5x);
- 31-60 minutes: 1 hour overtime (1.5x);
- 61-90 minutes: 1.5 hours overtime (2x);
- 91-120 minutes: 2 hours overtime (2x); and
- Continuing in 30-minute increments.

#### 5.5 Breaks

Employees will be given 15-minute rest periods for each 4 hours worked, with a paid 30-minute meal break for shifts worked over 5 hours.

## **ARTICLE 6 - JOB CLASSIFICATION & WAGE RATES**

## 6.1 Rates of Pay

(a) The Employer shall pay employees at the following rates:

Classification	Upon Ratification	April 1, 2025	April 1, 2026
Temporary Employees	\$42.80	As per LOU #1	As per LOU #1
Office Administrator	\$45.40	As per LOU #1	As per LOU #1

(b) Job classifications with financial duties under Appendix A receive \$1.00/hour skill differential.

## 6.2 Job Classifications

The job classifications of permanent employees shall be those set out in Appendix A to this Agreement.

## 6.3 Pay Correction

Where an employee informs the Employer that their pay is incorrect, the Employer shall review the matter and make any appropriate pay correction by the next pay period providing notification of the error is brought forward to the Employer at least three (3) business days before the end of the next pay period.

## 6.4 Temporary Assignments

Employees assigned by the Employer on a temporary basis to perform the functions of a higher rated job classification shall receive the rate of pay customarily paid to that classification. Employees who are temporarily assigned to a lower classification or to perform duties of a lower classification shall not have their rate reduced.

#### **ARTICLE 7 - STATUTORY HOLIDAYS**

## 7.1 Statutory Holidays

The following days shall be granted to all permanent employees with full pay:

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

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

## **ARTICLE 8 - VACATIONS**

## 8.1 Vacations

Employees shall be granted vacation and vacation pay based on completed years of continuous service according to the following schedule:

Completed Years of Service	Annual Entitlement and Pay
Less than 1 year and temporary employees	6% of pay
1 year of service	15 working days and 6% of pay
6 years of service	21 working days and 8% of pay
8 years of service	25 working days and 10% of pay
11 years of service	30 working days and 12% of pay

## 8.2 Seniority Application for Vacation

In the even a new position covered by this Agreement is filled, seniority rights will apply for the purposes of booking vacations.

## 8.3 Annual Vacations

All vacations must be taken in the year in which they are earned, and any vacation pay balances not used in that year will be paid out. Vacation cannot be accumulated from year to year except by express written agreement between the employee and the Employer.

## 8.4 Vacation Requests

Vacation requests shall be submitted with one (1) month's notice. The Employer's approval of vacation requests will be subject to operational requirements and will not be unreasonably denied.

#### **ARTICLE 9 - LEAVES**

#### 9.1 Sick Leave

Ten (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.

## 9.2 Bereavement Leave

- (a) Employees will receive five days paid bereavement leave in the event of the death of an immediate family member. "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.
- (b) 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.
- (c) Bereavement leave of absence with pay will not apply when an employee is on an unpaid leave of absence.

## 9.3 Education Leave

(a) Paid Education leave

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

## (b) 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.

## 9.4 Pregnancy Leave / Parental Leave

The maternity and parental leave provisions set out in the B.C. *Employment Standards Act*, as may be amended from time to time, are applicable to the employees covered by this Agreement.

### 9.5 Other Leaves

All other leave provisions set out the B.C. *Employment Standards Act* are applicable to the employees covered by this Agreement.

## **ARTICLE 10 - HEALTH AND WELFARE PLAN**

#### 10.1 Medical Services Plan

The Employer will pay one hundred percent (100%) of the cost of the premium for the Medical Services Plan for the employees and their dependents/spouse.

## 10.2 Unifor Benefits Trust

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

## **ARTICLE 11 - PENSION PLAN**

## 11.1 BC Target Pension Plan

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

As of the date of a successful application to the B.C. Target Benefit Pension Plan:

- (a) the Employer will enroll all existing permanent employees in the B.C. Target Benefit Pension Plan.
- (b) New employees will be enrolled in the B.C. Target Benefit Pension Plan upon completion of their probationary period.

#### 11.2 Contributions

The Employer will continue to contribute seven percent (7%) to the retirement account selected by the employees for the first two (2) weeks after ratification. Commencing in the third (3<sup>rd</sup>) week after ratification by the Union, the Employer will contribute nine percent (9%) to the retirement account selected by the employees until such time of a successful application to the B.C. Target Benefit Pension Plan and contributions commence.

The Employer will contribute nine percent (9%) of eligible employees' wages to the B.C. Target Pension Plan in accordance with the B.C. Target Benefit Pension Plan and applicable provincial legislation.

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

#### **ARTICLE 12 - VACANCIES**

## 12.1 Postings

When a new permanent position covered by this Agreement needs to be filled the position will be emailed to Local 333 staff as well as posted to the B.C. Union Workers' Union for five (5) days and be open to application by members including Temporary Employees. If the position is not filled by an internal applicant, it may be filled externally.

## 12.2 Application of Seniority

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

#### **ARTICLE 13 - SEVERANCE PAY**

#### 13.1 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 (2) or more years of continuous service shall receive three (3) weeks' notice and severance pay equal to one (1) week's pay for every year of service to a maximum of twenty-two (22) weeks of pay. Pay shall be computed at the highest straight-time weekly salary paid to the employee during the period of fifty-two (52) weeks immediately preceding the dismissal or lay-off.

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 (2) years of service shall receive severance pay as prescribed in the B.C. *Employment Standards Act*.

- (b) 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.
- (c) Severance pay shall be payable to an employee immediately upon termination.

#### **ARTICLE 14 - UNION DUES**

## 14.1 Members in Good Standing

All employees covered by this Agreement shall remain members in good standing of the B.C. Union Workers' Union as a condition of employment.

## 14.2 Remittance to the Union

(a) The Employer agrees to deduct Union dues from the wages of each employee and to forward the collected money to the Union once monthly.

- (b) The Employer will provide the Union with a written statement of the names of Employees for whom deductions were made, and the amount of each deduction.
- (c) All employees shall be required to sign a written authorization for the check off of Union fees and dues.

#### **ARTICLE 15 - MISCELLANEOUS**

#### 15.1 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 lieu time in accordance with 5.3(b) at a mutually agreeable time;
- (c) Sick leave is taken as needed. No employee shall be terminated due to illness or accident;
- (d) The Parties agree to meet at the request of either Party at a mutually agreeable time to discuss matters of mutual interest.

## **ARTICLE 16 - DURATION**

#### 16.1 Duration and Notice

This Agreement shall be in full force and effect from date of ratification to April 1, 2027, and shall continue in full force and effect from year to year thereafter subject to the right of either party to commence collective bargaining by giving written notice within four (4) months immediately preceding the expiry date, or in any year thereafter.

Subject to Article 16.1, this Agreement shall continue in full force and effect until the Union gives notice of strike and such strike has commenced, or the Employer gives notice of lockout, and such lockout has commenced, or until the parties conclude a renewal or revision of the Agreement, as the case may be.

FOR UGW LOCAL 333 (the Employer):	FOR B.C. UNION WORKERS' UNION (the Union):
—signed by: Douglas lea—Smith	Signed by:
Douglas Lea-Smith	Brett Harper
President	President

Signed 11/13/2024

# APPENDIX A - JOB DUTIES Office Administrator

## ADMINISTRATION/COORDINATION

- 1. Create and maintain all computer databases (Excel, Word, Outlook, Sage);
- Coordinate the work of the general office, including projects, schedules, elections, deadlines, meetings and events;
- Respond to phone and counter enquiries from members, stewards, officers, employers and others by taking messages or identifying the nature and urgency of the enquiry and referring it to the appropriate contact;
- 4. Provide information or documents requested, such as meeting times and places, phone numbers and addresses, bulletins and collective agreements;
- 5. Coordinate meetings by scheduling, booking, notifying and preparing documents and supplies as required;
- 6. Contact members, stewards, officers, employers and others to request information;
- 7. Maintain membership record files;
- 8. Process application cards and changes of status for new members, checking for duplicates and maintaining related card files for active and inactive members;
- 9. Maintain database of Shop Stewards information by adding, modifying and deleting information and records as required; prints and circulates steward listing;
- 10. Manage project needs, priorities, and schedules of the President and Union's executive;
- 11. Provide word processing and clerical support to the President (e.g., grievances, meetings, terminal follow ups, emails, scheduling);
- 12. Provide office and clerical support to the Union's executive, committees and officers, including travel and event bookings;
- 13. Keep President informed of office matters and receives direction on same;
- 14. Manage social media accounts;
- 15. Create, format, edit and print a variety of documents including meeting agendas, correspondence, press releases, presentations, bargaining documents, minutes, and social media posts;
- 16. Write briefs, letters and memos from verbal or written instructions;

- 17. Communication with union membership, and external union contacts including terminal managers, human resources and lawyers;
- 18. Manage vendors;
- 19. Prepare bulk mailings, such as bulletins, meeting notices, and stewards' packages, by printing labels, labelling and stuffing envelopes;
- 20. Enter, format, edit, and print a variety of documents, such as letters, reports, bulletins, notices, and agendas, working from handwritten/draft copy, corrected copy or general instructions;
- 21. Prepare indexes, tables and title pages and uses advanced features such as mail merge;
- 22. Check documents for spelling and grammatical errors, and maintains related computer and hard copy files; designs some form letters for recurring use;
- 23. Arrange matters important to the running of the office with a variety of internal and external contacts, including couriers, building services, and property management;
- 24. Establish procedures and practices for the general office, and directing, scheduling, and training of office staff;
- 25. Order Union calendars / year end gifts, stationery, supplies, and union-branded clothing as needed, searches catalogues and calls suppliers for items and prices; calls office equipment repair people as directed;
- 26. Perform general clerical duties as required, such as answering the telephone, filing, faxing, photocopying and calling for pick ups and deliveries;
- 27. Administer new hire paperwork and oversee new hire medical forms, and Red Seal ticket (if applicable);
- 28. Coordinate pensioner retirement documents on behalf of Mercer;
- 29. Arrange student hires for summer and winter, including review of resume and transcript, and coordinating terminal placement;
- 30. Coordinate training for union members including CLC Winter School, BCFed OH&S, WESTAC, Labour Law Online, Shop Steward Training, etc. and prepare materials as required;
- 31. Perform general office upkeep and stock and prepare or arrange food and beverages for meetings as required;
- 32. Help plan and execute social and community events for the Union, including GWU Labour Day event and kids Christmas;
- 33. Hold a First Aid Level 2 Certificate.

#### **FINANCIAL**

- 1. Operate SAGE accounting software to maintain payroll, general ledger, accounts payable and accounts receivable records and to print related reports;
- 2. Use spreadsheet software to prepare statements and summaries;
- 3. Process payroll, including overtime, time off, car allowance and expense claims, making necessary calculations and preparing cheques;
- 4. Process invoices, entering information to computer records, printing cheques and cheque summaries, obtaining signatures and sending out payments;
- Maintain chequing and credit accounts for Union and strike fund by preparing deposits and depositing union dues and other revenues and reconciling credit union statements with internal records;
- 6. Maintain accounts receivable and accounts payable records by posting entries to journals and ledgers;
- 7. Ensure that there is sufficient money in chequing accounts at all times to cover expenses and makes transfers with direction from the Secretary Treasurer;
- 8. Issue stop payments and processes returned cheques;
- 9. Responds to enquiries from accountants and creditors or contacts them to obtain further information;
- 10. Maintain financial records of Local 333.

## **APPENDIX B - HARASSMENT POLICY**

## 1. Purpose

The parties recognize the right of all Employees to work in an environment which is free from bullying and/or harassment of any kind. Accordingly, bullying and/or harassment of any Employee is prohibited.

## Workers must:

- \* Not engage in bullying and harassment of any kind;
- \* Report if bullying and harassment is observed; and
- \* Comply with this policy and any related procedure relating to bullying and harassment.

This policy applies to all workers and includes interpersonal and electronic communications.

## 2. Definition of Bullying and Harassment

- (a) Includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated, but
- (b) Excludes any reasonable action taken by an Employer or supervisor relating to the management and direction of workers or the place of employment.

Examples of conduct that might constitute bullying and harassment include verbal aggression or insults, using derogatory names, harmful initiation practices, vandalizing personal belongings, and spreading malicious rumours.

## 3. Definition of Sexual Harassment

Sexual harassment is a form of discrimination involving unwelcome verbal, non-verbal or physical conduct of a sexual nature, and may be deliberate or unintended, unsolicited or unwelcome. Sexual harassment includes sexual advances, requests for sexual favours, suggestive comments or gestures, or physical contact when any of the following occur:

- a) The conduct might reasonably be expected to cause embarrassment, insecurity, discomfort or humiliation and is made by a person who knows or ought reasonably to know, that the conduct is unwanted or unwelcome;
- b) The conduct is accompanied by a reward, or the express or implied promise of a reward, for compliance;
- c) The conduct is accompanied by the actual, express, or implied threat of reprisal for failure to comply.

The definition of sexual harassment is not meant to inhibit interaction or relationships based upon mutual consent or normal social contact between Employees.

## 4. Definition of Personal Harassment

Any discriminatory conduct, as defined below, at or related to the workplace which a reasonable person would conclude denies an individual their dignity or respect or which adversely affects their terms or conditions of employment, their job security or career advancement prospects by creating an intimidating, coercive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment.

Discriminatory conduct is defined as any discrimination on the basis of: race, national or ethnic origin, religion, colour, citizenship, age, sex, gender identity or expression, sexual preference or orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability where the disability does not render the Employee incapable of fulfilling their employment duties and obligations, conviction for which a pardon has been granted, political beliefs, or membership or activity in any trade union.

## 5. Complaints

The Employer, in cooperation with the Union, will promote a workplace that is free from personal harassment where all Employees are treated with respect and dignity.

An Employee who believes they have a complaint of bullying and/or harassment of any kind may make a direct request of the alleged harasser that the offensive conduct cease.

If the request is unsuccessful, or if it is considered inappropriate, uncomfortable, or unsafe to make such a request, the complainant may seek the confidential advice of any member of Management or the Union. A formal complaint may be made by the complainant or by the Union on behalf of the complainant.

The member of Management or the Union will hold in the strictest confidence and not disclose the name of the complainant, or the circumstances related to the complaint to any person unless disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation to the complaint. Information relating to the complaint may also be disclosed in accordance with the Employer's legal obligations.

Upon receipt of any complaint or report of harassment, the Employer will promptly investigate the matter. Depending on the circumstances, the Employer may retain a third-party to conduct the investigation.

Records relating to complaints and investigations will be stored in a secure and confidential manner.

An Employee may initiate a grievance under this Article at either Step 1 or Step 2 of the Grievance Procedure. A grievance under this Article will be handled with all possible confidentiality and dispatch. The alleged offender shall be entitled to notice as soon as possible, of the substance of the personal and/or sexual harassment complaint made against them.

During any investigation and/or grievance procedure, the Employer agrees to monitor the working environment of individuals involved to protect their rights pursuant to this policy.

# LETTER OF UNDERSTANDING #1 General Wage Increases

The general wage increases (GWI) as outlined in Article 6.1 (a) for years (two & three)2 & 3 (starting April 1, 2025, and April 1, 2026, respectively) will match the year-for-year GWI the GWU achieves for their General Labourer (GL) rate during the current round of collective bargaining with the Vancouver Terminal Elevator's Association (VTEA).

That is, the wage-increase applied April 1, 2025, of this Collective Agreement will match the GL increase achieved for 2025 of the GWU-VTEA agreement, and so on. The same GWI will be applied to both "Office Administrator" and "Temporary Employees".

This LOU will be deemed spent upon expiration of this Collective Agreement, unless expressly renewed by both parties.