

COLLECTIVE AGREEMENT

Between:

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION CANADA**

And:



Effective: April 1, 2013 – March 31, 2017

TABLE OF CONTENTS

ARTICLE 1 - DEFINITION OF EMPLOYEE 1
 1.011
 1.021

ARTICLE 2 - STATUTORY HOLIDAYS 1
 2.011

ARTICLE 3 - VACATIONS 1
 3.011
 3.022

ARTICLE 4 SEVERANCE PAY 2
 4.012
 4.022

ARTICLE 5 - WAGES 3
 5.013

ARTICLE 6 - PENSION PLAN 3
 6.013

ARTICLE 7 - OVERTIME 3
 7.01 NORMAL STRAIGHT TIME HOURS OF WORK AND OVERTIME3

ARTICLE 8 - MEDICAL SERVICE PLAN 4
 8.014
 8.024

ARTICLE 9 - BEREAVEMENT LEAVE 4
 9.014
 9.024
 9.034

ARTICLE 10 - EDUCATIONAL LEAVE 4
 10.014
 10.024

ARTICLE 11 - GRIEVANCE PROCEDURE 5
 11.015
 11.025
 11.035
 11.045
 11.056
 11.066

ARTICLE 12 - VACANCIES 6
 12.016
 12.026

12.03	6
ARTICLE 13 - MISCELLANEOUS	6
13.01	6
ARTICLE 14 – SICK LEAVE.....	7
14.01	7
ARTICLE 15 - WAGES AND BENEFITS FOR TEMPORARY EMPLOYEES.....	7
15.01	7
15.02	7
15.03	7
ARTICLE 16 - DURATION.....	8
LETTER OF UNDERSTANDING # 1	9
RE: SENIORITY.....	9
LETTER OF UNDERSTANDING #2	10
RE: WEEKLY INDEMNITY BENEFITS	10
LETTER OF UNDERSTANDING #3	11
RE: OLD PENSION/RRSP (OLD ARTICLE 6.01 AND OLD MOU #3)	11

ARTICLE 1 - DEFINITION OF EMPLOYEE

1.01

A Permanent Employee is an employee who is employed for work which is of a continuous full-time nature. This will be 40 hours pay weekly, with a flexible on-the-job meal period of 30 minutes. Normal hours of work are 8:30 AM to 4:30 PM.

1.02

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.

ARTICLE 2 - STATUTORY HOLIDAYS

2.01

(a) 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	

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

ARTICLE 3 - VACATIONS

3.01

An employee shall earn vacation leave credits at the following rate for each calendar year.

Service Qualification

Vacation time

Completion of one (1) year of service	10 working days
Completion of three (3) years of service	15 working days
Completion of eight (8) of years' service	25 working days
Completion of eleven (11) years of service	30 working days

Completion fourteen (14) years of service	35 working days
Completion of seventeen (17) years of service	40 working days

3.02

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 4 SEVERANCE PAY

4.01

- (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 ninety (90) days' notice and severance pay equal to one (1) weeks' pay for every six (6) months of service to a maximum of twenty-two (22) weeks of pay. Such 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.
- (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 (2) years of service shall receive ninety (90) days' notice and receive severance of two (2) weeks' pay for the first year and one (1) 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.

4.02

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 (3) weeks' pay for the first year and one and one-half (1½) 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 - WAGES

5.01

- (a) Wages are equal to the most current Longshore base rate;
- (b) Plus a Skill Differential Classification #2, as per the ILWU/BCMEA Collective Agreement.
- (c) Any financial enhancement towards the Longshore base rate or skill differential will automatically be applicable and payable to the office staff.

ARTICLE 6 - PENSION PLAN

6.01

Effective January 1, 2016 – ILWU Canada will contribute twelve ~~eleven~~ percent (12%) of the employee's wages to a retirement account selected by the employee. The employee will be responsible for the management of the investments in the retirement account.

ARTICLE 7 - OVERTIME

7.01 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:
 - i) Not more than eight (8) hours in any one (1) day;
 - ii) Not more than five (5) working days in any seven (7) day period; and
 - iii) 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 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 (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 shall be paid for the call-in period.

ARTICLE 8 - MEDICAL SERVICE PLAN

8.01

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

8.02

Office staff shall be covered by the Canadian Health Insurance Plan Services (C.H.I.P.S.). All costs of the Plan shall be borne by the Employer.

ARTICLE 9 - BEREAVEMENT LEAVE

9.01

Mutually agreeable, necessary, compassionate leave with pay shall be provided to employees in the event of the death of family members.

9.02

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

9.03

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

ARTICLE 10 - EDUCATIONAL LEAVE

10.01

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.

10.02

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

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01

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 ten (10) working days and are to be submitted in writing, outlining the reason, and date of occurrence along with any additional pertinent information.

11.02

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

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

11.03

- (a) Decisions on Step One shall be rendered in writing within five (5) 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 ten (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 ten (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.

11.04

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.

11.05

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.

11.06

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 12 - VACANCIES

12.01

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 (5) 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 ten (10) days. If the position is not filled by a member of the ILWU then the position may be filled by other means.

12.02

Where two (2) or more Employees apply for the same position, seniority shall prevail, ability and qualifications being equal.

12.03

When hiring a new Permanent Employee, they will be on a three (3) month probationary period.

ARTICLE 13 - MISCELLANEOUS

13.01

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, staff members 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 14 – SICK LEAVE

14.01

Seven (7) 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 15 - WAGES AND BENEFITS FOR TEMPORARY EMPLOYEES

15.01

A temporary worker who is hired to perform the sole duties of a receptionist will be paid an hourly wage rate of sixty-five percent (65%) of the Longshore base rate plus four percent (4%) vacation pay.

15.02

A temporary worker who is hired to perform the duties of receptionist and other tasks will be paid an hourly rate of eighty-five percent (85%) of the Longshore base rate plus six percent (6%) vacation pay.

15.03

A Temporary worker who is hired for a special project will receive ninety percent (90%) of the Longshore base rate plus six percent (6%) vacation pay.

ARTICLE 16 - DURATION

This Agreement shall be effective from April 1, 2013, and shall remain in force and effect until March 31, 2017, 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, 2017, 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 fifteen (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 25 day of January, 2016.

FOR THE COMPANY:



Mark Gordienko
President, ILWU Canada

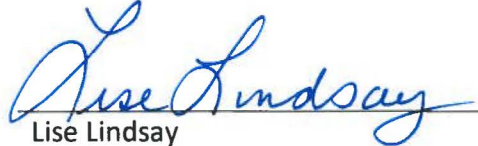
FOR THE UNION:



Mario Santos
National Representative, Unifor



Rob Ashton
1st Vice President, ILWU Canada



Lise Lindsay
Committee Member, Unifor

LETTER OF UNDERSTANDING # 1

between

International Longshore and Warehouse Union Canada

-and-

Unifor, Local 467

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.

Signed this 25 day of January, 2016.

FOR THE COMPANY:



Mark Gordienko
President, ILWU Canada



Rob Ashton
1st Vice President, ILWU Canada

FOR THE UNION:



Mario Santos
National Representative, Unifor



Lise Lindsay
Committee Member, Unifor

LETTER OF UNDERSTANDING #2

between

International Longshore and Warehouse Union Canada

-and-

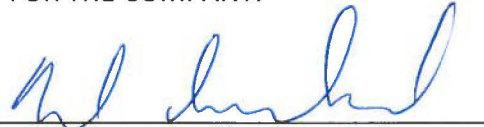
Unifor Local 467

Re: Weekly Indemnity Benefits

It is understood and agreed that the C.H.I.P.S. Benefit Plan premium currently paid by ILWU Canada for wage indemnity coverage will be increased to a maximum of fifteen dollars and thirty-eight cents (\$15.38) per month to obtain a benefit of seventy percent (70%) of earnings with a cap of nine hundred dollars (\$900.00) per week. Any cost over fifteen dollars and thirty-eight cents (\$15.38) per month required to maintain this benefit level will be paid by the employee.

Signed this 25 day of January, 2016.

FOR THE COMPANY:



Mark Gordienko
President, ILWU Canada




Rob Ashton
1st Vice President, ILWU Canada

FOR THE UNION:



Mario Santos
National Representative, Unifor



Lise Lindsay
Committee Member, Unifor

LETTER OF UNDERSTANDING #3

between

International Longshore and Warehouse Union Canada

-and-

Unifor Local 467

Re: Old Pension/RRSP (Old Article 6.01 and old MOU #3)

The Parties agree that all monies currently held by Lise Lindsay in her RRSP Accounts will be released from all past commitments in regard to locking in and Employer Commitment and the funds will become Lise Lindsay's sole responsibility.

The Parties also agree that ILWU Canada will pay out all funds currently in the Employee Annuity Fund (Approximately \$32,000) to Lise Lindsay to add to her RRSP accounts. This money may be paid out over two tax years so that it is most beneficial to Lise tax wise.

The Parties further agree to pay out a further \$10,000 lump sum toward Lise Lindsay's RRSP to cover the shortfall in the above amounts, so that Lise Lindsay upon retirement may purchase an annuity.

The Parties agree that the above will be full and final payment to meet all the past responsibilities agreed to in regard to pension, prior to April 1, 2014, and that this MOU #3 will replace all past MOU's in regard to pension.

Finally, it is understood by both parties that Lise Lindsay will have full control and responsibility for all her RRSP's and will manager them accordingly.

ILWU Canada will be financially responsible for any costs incurred upon retirement in purchasing an annuity.

Signing Page for LOU#3

Signed this 25 day of January, 2016.

FOR THE COMPANY:



Mark Gordienko
President, ILWU Canada



Rob Ashton
1st Vice President, ILWU Canada

FOR THE UNION:



Mario Santos
National Representative, Unifor



Lise Lindsay
Committee Member, Unifor

RRSP Accounts:

No. 5672481	-	(\$5,087.92) and
No. 6006709	-	(\$14,123.59)
Total		(\$19,211.51)