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# **THE COLLECTIVE AGREEMENT**

*between*

**British Columbia Maritime  
Employers Association**

**and**

**International Longshore  
and Warehouse Union – Canada**

**January 1, 1999    December 31, 2002**

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# *INDEX*

	Page
Arbitration .....	15
Automation Protection Provisions .....	30
Beams, Hatch Covers, etc. ....	40
Checking Work .....	42
Cleaning Holds, etc. ....	42
Coastwise .....	73
Cold Storage .....	72
Committees .....	5
Commodity Differentials –	
Deepsea Ships and Dock .....	63
Continuous Operation .....	43
Co-operation .....	3
Damaged Cargo .....	34
Deepsea Ship Gangs .....	35
Deepsea Ship Work .....	39
Despatch .....	22
Discipline .....	9
Dock Work (except Coastwise) .....	69
Duration .....	86
Employment on the Job .....	60
First Aid Work .....	43
Fitting Stanchions .....	41
Grain Lining, etc. ....	41
Grievance Procedure .....	12
Handling Lines (except Coastwise) .....	72
Holidays .....	25
Hours of Work .....	44
Insufficient Employees .....	48
Mail, Baggage, Ship's Stores .....	39
Maintenance Work .....	70
Manning .....	60
Meal Periods .....	47
Medicals .....	4
Notices .....	87
Pensions .....	30

Regular Work Force(s) .....	49
Safety-Boat Work .....	42
Second Meal .....	48
Scope-Recognition .....	2
Shift Extensions .....	52
Shifting Cargo .....	41
Shifting from One Dock to Another .....	48
Skill Differentials .....	33
Stevedore Gear .....	41
Strikes, Lockouts, etc. ....	21
Training .....	22
Transportation and Travelling Time .....	56
Uninterrupted Operations .....	55
Union Meeting Night .....	31
Vacations .....	27
Wages – General .....	32
Welfare .....	30

Schedules:

Schedule 1 – Schedule of Hourly Wage Rates .....	75
Schedule 2 – Table of Hourly Wage Rates .....	76
Schedule 3 – Table of Hourly Wage Rates (1999) .....	77
Schedule 3 – Table of Hourly Wage Rates (2000) .....	78
Schedule 3 – Table of Hourly Wage Rates (2001) .....	79
Schedule 3 – Table of Hourly Wage Rates (2002) .....	80
Schedule 4 – Definitions .....	81

Addenda:

Addendum 1 – re Black Book .....	84
Addendum 2 – re Understandings, etc. ....	84
Addendum 3 – re Cost of Living Allowance (COLA) for the Year 2002. ....	84
Memorandum of Understanding	
Re Other Matters .....	85
Squamish/Woodfibre .....	85
Medical Examinations .....	86

# PREAMBLE

THIS COLLECTIVE AGREEMENT made this 18th  
day of November 1999

BETWEEN:

BRITISH COLUMBIA MARITIME  
EMPLOYERS ASSOCIATION on its own  
behalf and on behalf of its Members  
*(hereinafter called the "Association")*

of the First Part

AND:

INTERNATIONAL LONGSHORE  
AND WAREHOUSE UNION - Canada  
*(hereinafter called the "Union")*

of the Second Part

## **ARTICLE 1 – SCOPE-RECOGNITION**

1.01 The Association recognizes the Union as the sole collective bargaining agent for all members of each local of the Union and all other employees, employed by members of the Association and despatched pursuant to the terms of this Agreement.

1.02 The Union recognizes the Association as the Employers' organization which represents all Employers who are members of the Association or who during the term of this Agreement become members of the Association. The Association will not unreasonably deny membership to Employers wishing to join the Association.

1.03 This Agreement shall apply to all such persons employed and despatched pursuant to the terms of this Agreement for the performance of work in connection with the movement of inbound or outbound cargo from the time it enters or leaves the dock, or with the movement of cargo from the stow to release from conventional or other ship's gear or vice versa, and so long as it remains at a dock and under the control of a member of the Association covered by this Agreement. Work in connection with the movement of such outbound and inbound cargo shall include the operation of stationary and mobile cargo handling devices and equipment; to or from railroad cars, trucks, trailers, other vehicles, barges or scows when any or all of the foregoing are alongside within reach of conventional or other ship's gear and comes under the control of a member of the Association covered by this Agreement up to the point at which it is stowed in or discharged from a deepsea or coastwise vessel.

1.04 This Agreement shall apply to all members of the Association who employ and have despatched, pursuant to the terms of this Agreement, members of the Union or

other persons for whom the Union is or for whom, during the term of this Agreement, the Union becomes, bargaining agent.

1.05 This Agreement shall not apply to foremen nor to supervisory, office or clerical personnel, who are employed by members of the Association.

1.06 It is the intent and responsibility of the Parties that each will police the terms and conditions of this Agreement in accordance with its spirit and intent.

The Parties agree that there will be no agreements made by any person bound by the terms of this Agreement which are contrary to its terms and conditions or its spirit and intent.

1.07 With respect to the operation of leased mobile cranes it is agreed that the existing practices will continue in effect unless changed by the Parties.

## **ARTICLE 2 – CO-OPERATION**

2.01 To be eligible for employment under this Agreement, by members of the Association, any individual must have been jointly registered in a Port Area by the Parties.

2.02 The Association undertakes that preferential employment will be given to Union members to ensure full work opportunities with due regard to the competence, fitness and ratings of the employees concerned, the safety of the operation and the avoidance of onerous individual work burden and individual speed-up.

2.03 When a sufficient number of qualified Union members covered by this Agreement are not available for employment, it is jointly agreed that other persons may

be employed on a casual basis as may be required from time to time, PROVIDED, however, that such employees shall be governed by the terms and conditions of this Agreement and shall be despatched in accordance with this Agreement. Such casual employees shall be released when qualified Union members become available, and may be de-registered by either Party if their performance or conduct is unsatisfactory. Welfare Plan Casuals may be de-registered by joint agreement of the Parties.

2.04 The Union undertakes that its members, employed by members of the Association, will be capable of doing a fair day's work and that it will at all times co-operate in dispensing with the services of inefficient employees. The Association will make every effort to provide employees disabled as a result of service in the Industry with appropriate work.

2.05 The Union undertakes to co-operate fully and expeditiously in the supplying of a sufficient work force, from time to time, to meet the needs of the Industry.

#### 2.06 MEDICALS:

1. Registered persons will not be advanced from their current despatch board or become a Welfare Paying Casual unless they have passed the required medical examination. Persons failing to pass the medical examination will be de-registered.
2. A person who fails the medical examination given by the medical examiner jointly appointed by the Parties may approach the Secretary of the Local to indicate a desire to appeal. If the Secretary of the Local agrees that there is a valid reason to appeal, the case may be referred to an Appeal Board consisting of one representative of the Association and one representative of the Union.
3. The Appeal Board may make a final determination

based solely on the medical evidence presented to it, or may, at its discretion, approve as medically fit any person whose service to the Industry and individual circumstance so warrants.

4. If the Appeal Board is unable to agree on the disposition of an appeal it shall seek a further opinion from an independent medical specialist whose opinion respecting the subject case shall govern the disposition of same.
5. Where new operations become part of the bargaining unit, the new members of the Union work force from such operation will not be required to pass such an examination, but must take the examination in order to determine the extent of any disability.
6. Tradespeople brought from outside the Industry to fulfil duties requiring special skills shall be required to pass a medical examination after a 90 day period, in order to continue employment under this Agreement.

*Note:* Any registered person wishing to take the medical may do so upon request subject to the foregoing rules.

## **ARTICLE 3 – COMMITTEES**

### **3.01 PORT LABOUR RELATIONS COMMITTEE:**

There shall be established a Port Labour Relations Committee in each Local Area. Such Committees may be composed of not more than three (3) members designated by the Association and not more than three (3) members designated by the Union. The Parties shall have equal representation. Such Committees shall meet within three (3) days (exclusive of Saturdays, Sundays or Recognized Holidays) at the request of either Party. The Parties each pledge, in good faith, to deal with the matters referred to



the Port Labour Relations Committee.

*Duties and Responsibilities:*

- (a) To investigate and adjudicate all grievances and disputes in compliance with the grievance procedure;
- (b) To investigate and adjudicate any complaint respecting the conduct of any employee on the job, or in the despatching hall;
- (c) To deal with matters of discipline when referred to it and appropriate penalties;
- (d) To deal with questions involving the occupational classification and ratings of employees;
- (e) To deal with matters involving health and safety;
- (f) To carry out such other functions as are assigned to it herein or by the Parties;
- (g) All decisions of the Committee must be consistent with the terms of this Agreement.

**3.02 JOINT INDUSTRY LABOUR RELATIONS COMMITTEE:**

There shall be established a Joint Industry Labour Relations Committee composed of four (4) representatives of the Union and four (4) representatives of the Association.

*Duties and Responsibilities:*

- (a) To deal with a grievance referred to it, which is still unresolved after having been properly processed through the grievance procedure as provided for in this Agreement;
- (b) To deal with a re-hearing of a Summary Disposition

which has been properly referred to it, as provided for in Article 6 hereof;

- (c) To deal with any other matter which specifically relates to this Agreement.

### 3.03 JOINT SAFETY COMMITTEE:

There shall be established a Joint Safety Committee on which the Union and the Association respectively shall have equal representation.

Safety Committee meetings between the Union and the Association shall be convened within fifteen (15) days after notice given by either Party and the Joint Safety Committee to meet regularly at least once every three (3) months.

#### *Duties and Responsibilities:*

- (a) All matters connected with safe working practices and the Safety Regulations;
- (b) Accidents and accident prevention;
- (c) Reports and complaints regarding unsafe working conditions and working practices;
- (d) To deal with matters involving health and safety that have been referred from a local Port Labour Relations Committee meeting;
- (e) Compensation cases which, in the opinion of either Party, merit special investigation and consideration;
- (f) The expediting of Compensation cases when and if necessary.

Unless otherwise mutually agreed between the Parties concerned, questions of Safety on Deepsea Ship operations shall be guided by the Tackle Regulations set

out in the Canada Shipping Act, the Marine Occupational Safety and Health Regulations and the BCMEA/ILWU Safety Regulations; and Dock and Bulk Terminal Operations shall be guided by the Canada Occupational Safety and Health Regulations.

### 3.04 VANCOUVER ISLAND COMMITTEE:

There shall be established a Vancouver Island Committee composed of four (4) representatives from the Vancouver Island Local of the Union and one (1) representative from the Union (ILWU - Canada), on the one hand, and a similar number of representatives from the Association, on the other. The Vancouver Island Committee shall meet without delay at the request of either Party.

#### *Duties and Responsibilities:*

To discuss and where possible resolve problems within the framework of this Agreement in respect of operations at Vancouver Island, and to make recommendations to the Joint Industry Labour Relations Committee where required.

### 3.05 LOWER MAINLAND COMMITTEE:

There shall be established a Lower Mainland Committee composed of two (2) representatives from each lower mainland local of the Union covered by this Agreement and one (1) representative from the Union (ILWU - Canada) on the one hand, and a similar number of representatives from the Association on the other.

The Lower Mainland Committee shall meet without delay at the request of either Party.

### *Duties and Responsibilities:*

To discuss and where possible resolve problems within the framework of this Agreement in respect of operations on the Lower Mainland, and to make recommendations to the Joint Industry Labour Relations Committee where required.

### 3.06 OTHER COMMITTEES:

In addition to the foregoing Committees there shall be established from time to time such other Committees as the Parties may deem necessary.

## **ARTICLE 4 – DISCIPLINE**

4.01 The Union recognizes that it is the exclusive right of the Employer or Employer representative, such as managers, superintendents, supercargoes and foremen, and/or the Association:

1. To maintain order, discipline and efficiency;
2. To hire, suspend or discharge for proper cause, such as incompetence, insobriety, pilferage, absence from the job without permission or failure to perform work in a manner satisfactory to the Employer;
3. To make or alter from time to time rules and regulations not inconsistent with the terms of this Agreement to be complied with by employees employed under this Agreement.

This Section 4.01 shall be consistent with the terms of this Agreement.

4.02 An employee who is ordered for work or ordered back to work who fails to do so at the time designated by the Employer will be subject to discharge.

4.03 When an employee is fired for just cause or leaves the job for reasons such as accident or sickness, the remainder of the employees will continue to work as directed by the Employer.

4.04 In any case where the employee is discharged for more than the remainder of the day, and the Employer or the Association desires to impose any further penalty, they must so notify the Union in writing within two (2) days (exclusive of Saturdays, Sundays or Recognized Holidays) following initial discharge of the employee.

4.05 In the case of a dispute involving an alleged unjust suspension or discharge of an employee, the matter shall be submitted in writing and dealt with by a representative of the Employer and a representative of the Union.

4.06 Should these representatives fail to agree, the matter may be processed through the Grievance Procedure under this Agreement.

4.07 The Association may, at any time, impose a penalty of suspension from all work or from certain work, a disciplinary layoff or outright dismissal. The decision of the Association will be communicated to the Union in writing together with the reason for any penalty which may be imposed.

4.08 Any grievance involving a claim that by decision of the Association, an employee has been suspended, disciplined or dismissed without just cause or that the penalty is too severe, must be submitted in writing by the Union within three (3) days (exclusive of Saturdays, Sundays and Recognized Holidays) following receipt by the Union of the decision of the Association or the penalty will be deemed to be accepted without protest. Any such grievance will be dealt with at Step 3 of the Grievance Procedure.

4.09 Any employee convicted of pilferage, or of being in possession of pilfered goods contrary to The Canada Customs Act, will, at the sole discretion of the Employer or the Association be subject to an automatic suspension for the first offence and outright dismissal for the second offence.

#### 4.10 AUTOMATIC PENALTIES:

1. The following penalties shall automatically be imposed on employees with respect to assault, pilferage, impairment by substance abuse:

Assault –

First offence – Minimum, 1 year’s suspension.  
Second offence – dismissal.

Pilferage or Possession of Pilfered Goods

Contrary to The Canada Customs Act –

First offence – Minimum, 60 days’ suspension.  
Second offence – dismissal.

Impairment by substance abuse –

First offence – Minimum, 15 days’ suspension.  
Second offence – Minimum, 30 days’ suspension.  
Succeeding offences – Minimum, 60 days’ suspension.  
Maximum, dismissal.

Penalties for all other offences shall be imposed and dealt with as provided for in this Article 4.

2. *Definitions:*

Discharge – discharged from a particular job.

Dismissal – outright dismissal from all work under this Agreement.

Suspension – suspension for a specific period of time from all work under this Agreement.

Assault – to be defined as meaning an action to commit physical harm to or by a person(s) while on the site or while working under this Agreement.

4.11 Pending disposition of a dispute involving any of the above actions by an Employer, whereby an employee is discharged or suspended for any offence set forth in this Article, the employee shall be allowed to work for all Employers other than the Employer bringing action or causing discharge.

4.12 Where a penalty is imposed by the Association and the Union grieves such penalty, an employee shall be allowed to work pending disposition of such grievance, but not for the Employer, if any, bringing the complaint which resulted in the imposition of the penalty.

4.13 Sections 4.11 and 4.12 do not apply to:

- (a) Any employee who has been dismissed outright from all work under the Collective Agreement for either assault or serious pilferage as provided for in Section 4.10.
- (b) Any employee who is issued a letter of warning by the Association, for misconduct (excluding letters of warning issued due to complaints regarding rating competency) and who has no discipline on record.

4.14 In determining penalties, neither the Parties nor the Arbitrators shall consider offences which pre-date by two (2) years or more the date of current offence.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

5.01 Any question as to the interpretation, application, administration or alleged violation of this Agreement may be taken up by either Party as a grievance. Any

grievance lodged by an employee, the Union, an Employer, or the Association shall be in writing.

5.02 Pending the investigation and settlement of any grievance, work shall continue to be performed as provided in Article 7 hereof.

### 5.03 PROCEDURE:

#### *Step No. 1(a):*

Any employee who has a grievance shall first refer it to a Business Agent who may then submit the grievance in writing to the Employer. If a decision of the Employer, acceptable to the Union, is not made within three (3) days (exclusive of Saturdays, Sundays or Recognized Holidays) the matter may be referred to Step No. 2.

#### *Step No. 1(b):*

Either the Union or the Association may lodge a grievance in writing to the other. Failing a settlement by a committee composed of two (2) members designated by the Association and two (2) members designated by the Union within eight (8) days (exclusive of Saturdays, Sundays or Recognized Holidays) the matter may be referred to Step No. 3, or by agreement to Step No. 4 within a further thirty (30) days.

#### *Step No. 2:*

Where any grievance has been referred pursuant to the provisions of Step No. 1(a) the matter shall be dealt with by discussion by a committee of a representative of the Employer and a representative of the Union. Failing a settlement by this Committee within five (5) days (exclusive of Saturdays, Sundays or Recognized Holidays) the matter may be referred to Step No. 3.

#### *Step No. 3: Port Labour Relations Committee:*

Where any grievance has been referred pursuant to the provisions of Step No. 1(b) or Step No. 2, the matter



shall be dealt with by the Port Labour Relations Committee upon referral by either Party in writing. The Port Labour Relations Committee will meet as soon as is practicable, but in any case within three (3) days (exclusive of Saturdays, Sundays or Recognized Holidays) after receipt of the written request for a meeting of the Committee.

*Step No. 4:*

If a grievance is not settled as provided for in Step No. 3, it may be referred within a further five (5) days (exclusive of Saturdays, Sundays or Recognized Holidays) to the Joint Industry Labour Relations Committee which shall deal with the grievance within five (5) days (exclusive of Saturdays, Sundays or Recognized Holidays) from the time such grievance is referred to it.

*Step No. 5:*

If a grievance is not settled by the Joint Industry Labour Relations Committee, it may be referred to arbitration by either Party giving the other written notice within a further ten (10) days, (exclusive of Saturdays, Sundays or Recognized Holidays) of its desire to have the matter arbitrated by the Industry Arbitrator as provided in Article 6 hereof, who shall, at the same time, be furnished with a copy of such written notice.

5.04 The Industry Arbitrator shall deal with the matter and render a decision as soon as practicable after the grievance has been referred.

5.05 Save and except as specifically provided in Article 6 of this Agreement, the Industry Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor, to alter, modify or amend any part of this Agreement. The decision of the Industry Arbitrator shall be final and binding on the Parties hereto.

## **ARTICLE 6 – ARBITRATION**

### **6.01 APPOINTMENT, REMUNERATION, REPLACEMENT:**

- (a) The Parties shall immediately following the execution of this Agreement reappoint the existing Job Arbitrator, failing which they shall select, from a panel of 3 names submitted by the Union and 3 names submitted by the Association and appoint in writing a person to be the Job Arbitrator to have the powers, duties and jurisdiction as hereinafter provided. The 6 names submitted by the two Parties shall be of persons with practical waterfront experience. Should the Parties fail to agree to select and appoint such Job Arbitrator within 30 days following the execution of this Agreement, either Party may request the Federal Minister of Labour to appoint a person to act as the Job Arbitrator, whose powers, duties and jurisdiction shall be as provided for herein. Similarly, the Parties shall, immediately following the execution of this Agreement, reappoint the existing Alternate Job Arbitrator, failing which they shall at the same time and in the same manner as set out in this Sub-section (a), select an Alternate Job Arbitrator who shall be appointed in writing to be the Job Arbitrator when and in the event the first person selected ceases, for any reason, to act as Job Arbitrator. This alternate person shall be known as the Alternate Job Arbitrator.
- (b) The Parties shall immediately following the execution of this Agreement reappoint the existing Industry Arbitrator, failing which they shall select from a panel of 3 names submitted by the Union and 3 names submitted by the Association and appoint in writing a person to be the Industry Arbitrator to have the powers, duties and jurisdiction as hereinafter

provided. The 6 names submitted by the two Parties shall be of persons of the type of a retired judge. Should the Parties fail to agree to select the name of and appoint such Industry Arbitrator within 30 days following the execution of this Agreement, either Party may request the Federal Minister of Labour to appoint a person to act as the Industry Arbitrator, whose powers, duties and jurisdiction shall be as provided for herein.

- (c) The Job Arbitrator shall devote such time as is necessary to discharge those assigned duties and responsibilities and shall be paid remuneration at a rate and upon a basis to be agreed upon between the Job Arbitrator and the Parties. The Job Arbitrator's remuneration shall be paid one-half by the Union and one-half by the Association.
- (d) The Industry Arbitrator shall devote such time as is necessary to discharge all assigned duties and responsibilities and shall be paid remuneration on an Arbitration case by Arbitration case basis at a rate agreed upon between the Industry Arbitrator and the Parties. The Industry Arbitrator's remuneration for each Award shall be paid by the Party which seeks such Award. However, in cases of discipline, should the Arbitrator determine that the penalty imposed cannot be sustained as imposed, the Arbitrator's fee shall be borne equally by the Parties.
- (e) If the Job Arbitrator shall resign or be incapable of acting or if either Party shall by notice in writing to the Job Arbitrator and to the other Party terminate the services of the Job Arbitrator, the Parties shall forthwith appoint the Alternate Job Arbitrator, as provided for in Sub-section (a) herein, as the new Job Arbitrator. The provisions of this Article shall apply with respect to the Job Arbitrator's powers,

duties, jurisdiction, remuneration and replacement. The Parties shall within 15 days following the appointment of the new Job Arbitrator select, in the manner provided for in Sub-section (a) herein, the name of a person who shall then become the new Alternate Job Arbitrator. This procedure of having a Job Arbitrator and an Alternate Job Arbitrator shall continue throughout the term of this Agreement.

- (f) If the Industry Arbitrator shall resign or be incapable of acting or if either Party shall by notice in writing to the Industry Arbitrator and to the other Party terminate the services of the Industry Arbitrator, a new Industry Arbitrator shall be appointed in the manner provided for in Sub-section (b) herein, but within 15 days. The provisions of this Article shall apply with respect to the Industry Arbitrator's powers, duties, jurisdiction, remuneration and replacement.
- (g) The services of either Arbitrator may not be terminated until all duties in respect of any particular dispute referred to the Arbitrator have been discharged and a decision has been rendered respecting it. In addition, the services of the Job Arbitrator may not be terminated until an Alternate Job Arbitrator has been selected and the Alternate Job Arbitrator is in a position to be appointed forthwith as the new Job Arbitrator.

## 6.02 JURISDICTION OF JOB ARBITRATOR:

The Job Arbitrator shall have jurisdiction, on direct application of either Party, to deal with:

- (a) Questions relating to Safety on the job;
- (b) Disputes relating to the handling of cargo which is

damaged and in an offensive condition as are referred directly to the Job Arbitrator under the Damaged Cargo Article;

- (c) Disputes relating to any matter under Strikes, Lockouts, Manning or Despatch Articles, as are referred by either Party to the Job Arbitrator;
- (d) Any situation where a slowdown or work stoppage is in effect;
- (e) Disputes relating to pay claims;
- (f) Powers of the Job Arbitrator shall be limited strictly to the application and interpretation of this Agreement as written. The Job Arbitrator shall have jurisdiction to decide any and all disputes arising under this Agreement including cases dealing with the resumption or continuation of work.

### 6.03 JURISDICTION OF INDUSTRY ARBITRATOR:

The Industry Arbitrator shall have jurisdiction in respect of:

- (a) Such Grievances as are referred to the Industry Arbitrator under the Grievance Procedure Section;
- (b) Such matters as are referred to the Industry Arbitrator by the Joint Industry Labour Relations Committee, in accordance with the Joint Industry Labour Relations Committee Section;
- (c) To re-hear Summary Dispositions referred to the Industry Arbitrator by either Party in accordance with Section 6.04, Sub-section (a), herein;
- (d) Such other matters concerning the application or

interpretation of this Agreement that, having been before the Joint Industry Labour Relations Committee and are still unresolved, may be referred to the Industry Arbitrator by either Party.

#### 6.04 POWERS AND PROCEDURE:

(a) *Job Arbitrator*

(i) With respect to matters referred by either Party to the Job Arbitrator concerning which the Arbitrator has jurisdiction, a Summary decision, direction or order (herein called a "Summary Disposition") shall be issued. A Summary Disposition shall be effective from the time of oral pronouncement but shall as soon as practicable be confirmed in writing by the Job Arbitrator. All Summary Dispositions shall be final and binding upon the Parties unless and until revoked or varied by the Joint Industry Labour Relations Committee or by the Industry Arbitrator upon re-hearing. Before making a Summary Disposition the Job Arbitrator may as deemed necessary or expedient, investigate, or act upon personal knowledge and experience, or upon information furnished by either or both of the Parties or by other persons believed by the Arbitrator to be qualified to give such information. If either Party shall, within five days (excluding Saturdays, Sundays and Recognized Holidays) of confirmation of the Summary Disposition by the Job Arbitrator, give notice in writing to the other Party of its desire to have the matter re-heard by the Joint Industry Labour Relations Committee, the Joint Industry Labour Relations Committee shall proceed to re-hear the matter and to attempt to render a decision satisfactory to both Parties. Any such decision of the Joint Industry Labour

Relations Committee shall be deemed to be the Joint Industry Labour Relations Committee Award, which shall be final and binding upon the Parties hereto.

If the Joint Industry Labour Relations Committee fails to make a decision satisfactory to both Parties within a further five (5) days (exclusive of Saturdays, Sundays or Recognized Holidays) from the time such notice was given, the matter may be referred to the Industry Arbitrator by either Party giving, within a further five (5) days, (exclusive of Saturdays, Sundays or Recognized Holidays) written notice to the Industry Arbitrator and to the other Party of its desire to have the matter re-heard by the Industry Arbitrator. The Industry Arbitrator shall proceed with all dispatch to re-hear the matter and to publish an Award.

(ii) In the event no such notice shall be given as herein provided, the Summary Disposition shall be deemed to be the Arbitration Award, which shall be final and binding upon the Parties hereto.

(b) *Industry Arbitrator*

(i) With respect to matters referred by either Party to the Industry Arbitrator concerning which the Arbitrator has jurisdiction, as soon as practicable a hearing shall be conducted and a written Award issued. The Award of the Industry Arbitrator shall be final and binding upon the Parties hereto.

6.05 REQUIREMENTS:

(a) The Arbitrators shall be bound by the rules, laws and procedures from time to time in force and effect with

respect to arbitrations, except in respect of proceedings concerning the making of a Summary Disposition by the Job Arbitrator, and be bound by the specific applicable terms of this Agreement.

- (b) Save and except as specifically provided herein, the Arbitrators shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

## **ARTICLE 7 – STRIKES, LOCKOUTS, HEALTH AND SAFETY, PICKET LINES**

7.01 The Union agrees that during the term of this Agreement there will be no slowdown nor strike, stoppage of work, cessation of work, or refusal to work or to continue to work.

7.02 The Association agrees that during the term of this Agreement there will be no lockout.

7.03 Unless an employee in good faith believes that to perform work under particular circumstances would endanger health or safety, the employee may not refuse to work. A question of health or safety arising on the job shall be investigated immediately and if not settled shall forthwith be dealt with by a representative of the Union and a representative of the Association who shall endeavour to settle the question. If no settlement is reached, either Party may refer the question to the Arbitrator for a Summary Disposition or decision as provided under Article 6 of this Agreement. The Union pledges in good faith that the provisions of this Section 7.03 will not be used as a means to circumvent the provisions of Section 7.01 of this Article.



7.04 The Union agrees that in the event of strikes or walkouts, the Union will not take similar action on the ground of sympathy, but will continue to work. The Association does not expect members of the Union to pass a picket line.

7.05 The minimum pay provisions of this Agreement shall not apply unless the Union has informed the Association no less than 2 hours before the appropriate cancellation deadline that a picket line exists or will exist before the employee is required to start or resume work.

## **ARTICLE 8 – TRAINING**

8.01 To ensure competent performance of work, the Association undertakes to provide appropriate training when necessary. The Union undertakes to co-operate with the Association with respect to such training. Each employee will be given the occupational classification and rating for which the employee qualifies.

Members of the work force, including casuals, will be trained for the performance of specific cargo handling functions and for the operation of specialized cargo handling equipment and they must service the specific rating for which they were trained.

## **ARTICLE 9 – DESPATCH AND CONTROL OF THE WORK FORCE**

The following despatch principles shall apply:

1. The despatching systems in effect as of the date of execution of this Agreement shall be maintained, including the present arrangements for the regular reporting to work of Union members regularly employed on docks, and, except where they conflict with this Agreement or current practices, existing

Despatch Rules and Regulations including ordering times shall be continued until any new jointly agreed despatch systems, Rules and Regulations are established.

2. The Parties will jointly:
  - (a) determine from time to time that in each area there is an adequate and competent work force and an appropriate number of employees to be registered and despatched within and between areas;
  - (b) set standards to ensure suitability of new employees and to effect penalties to control unwarranted absenteeism.
3. All employees working under this Agreement will be considered to be despatched.
4. On-the-job replacements will be allowed for valid reasons only and must be ordered by the Employer through the Despatch Office or Business Agent.
5. The Union agrees that they will co-operate in establishing strong penalties in respect of any employee who signifies an availability for despatch on any day and subsequently is unavailable at the time signified, or refuses such despatch.
6. The Despatch system in all ports will be conducted in such a manner as to ensure uniform observance of the following:
  - (a) preferential employment of Union members to ensure full work opportunities on ship and dock with due regard to the competence, fitness and ratings of the employees concerned, the safety of the operation and the avoidance of onerous individual work burden and individual speed-up;

- (b) recognition of the principle that registered Union members available for work will be despatched on a fair and equitable basis, first within their own category or categories, then to other work, subject to persons being required to service their rating(s). Welfare Plan Casuals will be similarly despatched;
  - (c) there is to be no job picking nor holding back for the purpose of obtaining preferred jobs except if expressly provided for in the local Despatch Rules;
  - (d) no favouritism or unfair discrimination in the hiring, despatch or employment of any Union member or employee;
  - (e) the continued regular reporting to work of persons employed in the Regular Work Forces;
  - (f) there be an equitable distribution in despatch of registered Union members throughout Employers' operations on each shift.
7. Regular Work Force employees will accept despatch work assignments from their Employer by telephone. The Employer will establish telephone ordering times on each site in consultation with such Regular Work Force employees.

Cancellations by telephone are prohibited.

The above is not intended to change the past practices concerning day to day callbacks.

8. Any questions relating to Vancouver Island despatch to be referred to Vancouver Island Committee.

## **ARTICLE 10 – RECOGNIZED HOLIDAYS**

10.01 The following days shall be Recognized 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. British Columbia Day |                     |

All above Recognized Holidays shall be treated for pay purposes as those which are included in the Canada Labour Code as General Holidays.

1. When a Recognized Holiday, other than Christmas Day, falls on Sunday, the Holiday shall be observed on the following day. When a Recognized Holiday falls on Saturday, the Holiday wage rate and working conditions as set forth in this Agreement shall apply.
2. Normal work shall cease at 12 noon on December 24th and December 31st and only those hours actually worked shall be paid for. No work shall be performed on New Year's Day, Labour Day or Christmas Day, except in case of an emergency involving safety of a vessel, life or property, and except as otherwise provided herein. Employees will not be required to work outside their local area on December 24th and December 31st. On all other Recognized Holidays three shifts may be worked.
3. Nothing in this Article shall interfere with the handling of mail and/or baggage (including passengers' automobiles), or coastwise work, or the handling of lines, which work shall be performed as required at any time.

4. Nothing in this Article shall interfere with the maintenance of plant and machines, operation of locomotives, the work of waterpersons, and lockerpersons, which work shall be performed as required.
5. Employees (other than those working lines) shall be guaranteed pay for a full shift in accordance with Schedule 1, Schedule of hourly wage rates for any work performed on a Recognized Holiday. In addition, if qualified under the Canada Labour Code, the employee shall receive 8 hours straight time pay.

*Note* – Meal periods and shift extensions worked will be paid in accordance with Schedules 1, 2 and 3 in addition to the above.

6. Lines employees who work on a Recognized Holiday will be considered to have worked throughout the minimum pay period(s) described in paragraph 3 of Article 26, Section 26.04.
7. Days (up to 5 per week) for which an employee receives Workers' Compensation or Weekly Indemnity payments, will count toward the calculation for eligibility for Recognized Holiday Pay providing the employee has returned to work prior to or on such Recognized Holiday.
8. Union Members and Welfare Paying Casuals who have worked less than 15 days or 120 hours but who have worked 12 days or more in the 30 calendar days immediately preceding a Recognized Holiday shall be entitled to Recognized Holiday Pay on the following basis:

12 days worked = 12/15ths x 8 hours STBR

13 days worked = 13/15ths x 8 hours STBR

14 days worked = 14/15ths x 8 hours STBR

*Note:* The requirement to work the number of days specified above to qualify for prorated Holiday Pay is not intended to change the current practice for eligibility for full entitlement based upon 15 days or 120 hours in the 30 calendar days immediately preceding the Recognized Holiday.

Union Members and Welfare Paying Casuals who worked less than 15 days in the 30 calendar days immediately preceding the Recognized Holiday shall not be entitled to pay as set forth above for the Recognized Holiday should any of the following occur:

- (a) Labour shortages are experienced on any day when either Union Members or Welfare Paying Casuals did not work.
- (b) On any day a casual employee(s) is despatched to work when either that Union Member(s) or that Welfare Paying Casual(s) did not work. This would not pertain to ratings of Trades and First Aid unless such Union Members or Welfare Paying Casuals held such ratings.

## **ARTICLE 11 – VACATIONS WITH PAY**

11.01 Employees will be granted vacation pay on the following basis:

- Up to 5 years' service (inclusive) ..... 4% of earnings
- 6 to 10 years' service (inclusive) ..... 7% of earnings
- 11 to 14 years' service (inclusive) ..... 8% of earnings
- 15 to 19 years' service (inclusive) ..... 9% of earnings
- 20 to 24 years' service (inclusive) ... 10% of earnings
- 25 to 29 years' service (inclusive) ... 11% of earnings
- 30 to 34 years' service (inclusive) ... 12% of earnings
- 35 years' service or more ..... 13% of earnings

Effective January 1, 2002:

Payable in 2003 based upon earnings in 2002

- 35 to 39 years' service (inclusive) ... 13% of earnings
- 40 years' service or more ..... 14% of earnings

The number of working days of vacation entitlement will be determined by dividing the gross vacation pay due by eight times the applicable basic straight time rate of pay as set forth in Article 16 of this Agreement.

A year of service within the meaning of this Section shall be one in which an employee works a minimum of 500 hours between January 1st and December 31st. Due consideration will be given for broken service on account of sickness, injury or other reasonable causes. In order to qualify for service benefits, years of service must be consecutive.

In the event an employee was absent and in receipt of wage loss benefits from Workers' Compensation or Weekly Indemnity for a period of eight months or more during the previous calendar year and returns to work, such employee shall be credited with the number of working days of Vacation entitlement without pay as follows:

- 4% – 10 days
- 7% – 17 days
- 8% – 20 days
- 9% – 23 days
- 10% – 25 days
- 11% – 27 days
- 12% – 30 days
- 13% – 33 days

An employee's current entitlement to Vacation Pay shall not be reduced as a result of the employee's failure to work the minimum hours required when such failure is due solely to lack of work opportunity in their Local port area. However, such employee shall not receive credit for any year in which the employee has failed to meet such minimum hours requirement.

Amount of vacation pay shall be computed on the basis of earnings from January 1st to December 31st inclusive, in the year immediately preceding that in which vacations are being taken. When an employee leaves the Industry, vacation pay owing will be computed up to the date of termination of employment.

The Union shall be responsible for arranging vacations in such a way that the number of members available for work shall not be unduly reduced at any one time.

The Union agrees to see that its members take their vacations at the times scheduled for them. While an employee is on vacation the employee's name shall be taken off the list of employees available for despatch.

Vacations shall be scheduled throughout each year for individuals. Vacations may not be cumulative but must be taken in the year scheduled.

The Association will not unreasonably deny the request of an employee to change the scheduled term of vacation.

A Union member's creditable service for vacation purposes shall date back to the time the employee was first registered for employment, subject to the qualifying requirements set forth herein.

Employees who are not Union members shall receive the same vacations and vacation pay benefits as if they were regular Union members.

When calculating the vacation pay to which an employee is entitled under the terms of this Agreement, credit shall be given for the hours of work an employee performed under the terms of the Wharf Operators' and the Shipping Federation Agreements in effect immediately prior to August 1, 1966, and years of creditable service thereunder.



If an employee dies after qualifying for vacation pay, the vacation pay shall be paid to the employee's beneficiary.

## **ARTICLE 12 – WELFARE**

12.01 The Welfare arrangements governing employees covered by this Agreement are as set forth in the Welfare Agreement.

## **ARTICLE 13 – PENSIONS**

13.01 The Pension arrangements governing employees covered by this Agreement are as set forth in the Waterfront Industry Pension Plan and the Waterfront Industry Pension Agreement.

## **ARTICLE 14 – AUTOMATION PROTECTION PROVISIONS**

In recognition of the waiver of Sections 52, 54 and 55 of Part I of the Canada Labour Code, the Association provides the following protection:

1. Training and re-training of Union members who have the necessary ability and aptitude for other work as may be required by the Association.
2. Re-location of Union members of the work force, who may be affected by technological change or by the shift of work to other areas covered by this Agreement, to places where it may be possible to employ them, as required by the Association.
3. Voluntary early retirement where an employee qualifies in accordance with the Waterfront Industry Pension Plan.

4. The Supplementary Pension Arrangements governing employees covered by this Agreement are as set forth in the Retirement Allowance Agreement (copies available from the Parties).
5. Retirement of an employee at age 62, who is fully qualified under the Supplementary Pension Plan, may be required by the Association in the event of technological change or a decline in work opportunity.

## **ARTICLE 15 – UNION MEETING NIGHT**

15.01 On regular monthly Union Meeting nights, work shall cease at the end of the applicable day shift, however, employees working in their home port will continue to work if required for one additional hour to finish a ship to sail, except at Chemainus. There will be no night shift on regular monthly Union Meeting nights, nor will the Meetings be held during a week within which a Holiday occurs. The words “home port” as used in this Article shall mean Vancouver, New Westminster, Port Alberni, Victoria, Prince Rupert and Port Simpson respectively.

15.02 The Union has agreed to arrange for the regular monthly Meetings of the Mainland Locals to be held on the same night.

15.03 These Meetings will not interfere with employees carrying out necessary duties such as those performed by watchpersons, maintenance employees, lines employees, or employees servicing regularly scheduled coastwise vessels.

# ARTICLE 16 – WAGES - GENERAL

## 16.01 BASE RATE:

The hourly straight time base rate of wages for employees covered by this Agreement shall be as follows:

Effective January 1, 1999 .....	\$25.81 per hour
Effective January 1, 2000 .....	\$26.46 per hour
Effective January 1, 2001 .....	\$27.11 per hour
Effective January 1, 2002 .....	\$27.76 per hour

## 16.02 SHIFT RATES:

Hourly shift rates shall be as follows:

	Jan.1 1999	Jan.1 2000	Jan.1 2001	Jan.1 2002
<b>Day Shift</b>				
Mon. to Fri. inclusive Straight Time Base Rate (STBR) .....	\$25.81	\$26.46	\$27.11	\$27.76
Saturday .....	\$33.04	\$33.87	\$34.70	\$35.53
1.28x STBR	1.28x STBR	1.28x STBR	1.28x STBR	1.28x STBR
Sunday .....	\$41.30	\$42.34	\$43.38	\$44.42
1.6x STBR	1.6x STBR	1.6x STBR	1.6x STBR	1.6x STBR
<b>Night Shift</b>				
Mon. to Fri. inclusive .....	\$32.52	\$33.33	\$34.15	\$34.97
1.2598x STBR	1.2598x STBR	1.2598x STBR	1.2598x STBR	1.2598x STBR
Saturday and Sunday .....	\$41.30	\$42.34	\$43.38	\$44.42
1.6x STBR	1.6x STBR	1.6x STBR	1.6x STBR	1.6x STBR
<b>Graveyard Shift</b>				
Mon. to Fri. inclusive .....	\$40.16	\$41.17	\$42.18	\$43.19
1.556x STBR	1.556x STBR	1.556x STBR	1.556x STBR	1.556x STBR
Saturday and Sunday .....	\$41.30	\$42.34	\$43.38	\$44.42
1.6x STBR	1.6x STBR	1.6x STBR	1.6x STBR	1.6x STBR
<b>Recognized Holidays</b>				
All Shifts .....	\$51.62	\$52.92	\$54.22	\$55.52
2x STBR	2x STRB	2x STBR	2x STBR	2x STBR

N.B. Refer also to Schedules 1, 2 and 3 for actual hourly rates

## ARTICLE 17 – SKILL DIFFERENTIALS

17.01 Specialist category skill differentials shall be paid for a full shift when despatched to such categories.

17.02 There shall be four (4) classifications of skill categories as set forth hereunder:

CLASSIFICATION #1 – \$1.75 per hour

Tradespersons (Certified)

CLASSIFICATION #2 – \$1.00 per hour

Dock Gantry Driver

Rubber Tired Gantry Driver

Certified Stationary Engineer above 4th Class  
(Prince Rupert Sulphur Operation)

Locomotive Engineer

Container Terminal Head Checker

Straddle Carrier Operator

Bulk Operator

Bulk Liquid Operator (PCT)

Bulk Liquid Operator (DOW)

Registered “B” Welder

Registered “C” Welder

Ship Unloader Operator

Container Heavy Lift Truck

Ship Gantry Driver

Winch Driver

Hatch Tender

Grain Specialty

CLASSIFICATION #3 – 65¢ per hour

Head Checker

Switchperson

Paperperson

Certified 4th Class Stationary Engineer  
(Prince Rupert Sulphur Operation)

Ship and Dock Tractor Trailer Driver

Ship and Dock Mobile Equipment Operator (other  
than Straddle Carrier and those in Classification #4)

Lead Hand  
Tradesperson (Uncertified)  
Welder (Uncertified)  
Trackperson  
Lockerperson/Gearperson (full flexibility)  
Bulk Operator Fraser Surrey Docks and Fairview  
Terminals (includes all production categories)

CLASSIFICATION #4 – 50¢ per hour

Grain Machine Employees  
Side Runner  
Lift Truck (14,000 lb. capacity and under)  
Checker  
Truck Driver (requiring air brake certificate)  
Trades Serviceperson (includes Maintenance  
Employees, Storesperson, Steam Cleaner and  
Greaser)  
Unitizer Operator  
First Aid Attendant

There shall be no pyramiding or overlapping of skill differentials.

## **ARTICLE 18 – DAMAGED CARGO**

18.01 Where the cargo of a vessel either in whole or in part is badly damaged through fire, collision, springing a leak, or stranding, employees working on the vessel shall be paid for handling that part of the cargo that is badly damaged or in an offensive condition, including bunkers, cargo or otherwise, at the rate of one-and-one-half times the shift rate.

Where cargo is damaged and in an offensive condition through causes other than those specified above, or is in an offensive condition and such cargo is not covered by Article 25 – “Commodity or Job Differentials Deepsea Ships and Dock”, the Union may bring the matter to the attention of the Association and on

the merits of the case it will be decided as to the amount of any additional compensation which may be allowed, which shall not in any case exceed the appropriate rates already specified herein for damaged cargo. Notification must be given to the Association while the cargo is being handled so as to enable a proper examination being made. In the event of a dispute arising between the Association and the Union as to settlement of a claim under this Section, the Job Arbitrator will be requested to rule on the matter, as provided for in Article 6. The above rates do not apply to Checkers, First-Aid Attendants, or to employees engaged in grainlining, erection or dismantling work aboard deepsea vessels.

## **ARTICLE 19 – DEEPSEA SHIP GANGS**

19.01 The composition of registered gangs shall be:

- |                |   |   |
|----------------|---|---|
| 1 Hatch Tender | } | each to be able to drive winch and be interchangeable one with the other. |
| 1 Winch Driver |   |   |
| 1 Holdperson   |   |   |
| 1 Siderunner   |   |   |
| 2 Slingpersons |   |   |

The above shall be minimum requirements for loading or discharging operations in handling cargoes when the nature of the operation requires slingpersons and holdpersons. If a registered gang is employed when a dock crane is being used, the winch driver may be used anywhere on the ship or on the dock wherever the winch driver's skill rating(s) may be employed.

Notwithstanding the foregoing, on Gantry crane vessels a registered gang shall only be employed when the nature of the operation requires both slingpersons and holdpersons on a continuous basis and the hatch tender and winchdriver in the registered gang have Gantry ratings.

(Gantry crane training for gang employees where necessary).

19.02 Where hand handling of cargo is involved, four additional holdpersons will be employed for discharge operations, and six additional holdpersons for loading operations (except as provided hereunder);

*Exceptions:*

- (a) When space or safety are the factors that dictate that only one load can be handled at a time, prior to the handling of the second load, then the additional holdpersons referred to above in this Section 19.02 need not be employed provided such operation is to last for one hour or more.
- (b) When it is necessary to stow and/or rebuild broken loads aboard the vessel.

### 19.03 SPECIAL GANGS FOR SPECIAL OPERATIONS:

Minimum manning for the following special operations shall be:

- |              |  |
|--------------|--|
| Argyll       | – Two Gantry crane operators and one employee for each crane. When two cranes are working the two employees may be worked anywhere within the operation, as required. Bulldozer operators and spares to be added, as required. |
| SCRAP – skip | – 1 HT, 1 WD, 2 Slingpersons, 1 Holdperson   |

**CONCENTRATES,  
BULK SALT**

– Clam Discharge

– 1 HT, 1 WD and 1 Employee – who may be worked anywhere within the operation as required – additional employees as required.

**BULK SALT**

– Scow

– 1 mach:  
1 M/O, 1 Employee

– 2 mach:  
3 M/O, 1 Employee

**BULK SUGAR**

(per crane)

– 1 WD and 1 Employee – who may be worked anywhere within the operation as required – Bulldozers and/or additional employees as required.

**TRIMMING ORE,  
with bulldozer**

– each additional bulldozer for separate hatches

– 1 HT, 1 WD, 1 M/O, 1 Holdperson } additional employees as required  
– M/O and 1 Holdperson }

**LOGS:**

– conventional type vessels

– 1 HT, 1 WD, 2 SL, 6 employees (the bull winch driver and extra boomperson to be drawn from these 6 employees).

– bulk or log carrier type vessels

– 1 HT, 1 WD, 2 Boompersons persons or Slingpersons, 1 SR and 1 Holdperson  
– additional employees as required.



**BULK GRAIN:**

– when using  
trimming machine

– 2 Spec. and 4 (Single  
Mach. winches 3  
Spec. and  
4 Mach.)

– pouring

– 2 Spec. and 1 Mach.

**BULK PHOSPHATE  
ROCK, discharge**

– Gantry Crane  
(per Crane)

– 2 crane operators (who shall  
relieve each other and act as  
signalperson as required)  
and 1 employee – who may  
be worked anywhere within  
the operation as required  
– additional employees as  
required.

**BULK LIQUID  
CARGOES (loading**

and discharging):

Parcels of Bulk  
Liquid CAUSTIC  
SODA at Hooker  
Chemical Wharves,  
North Vancouver,  
B.C.,

Bulk Liquid  
MOLASSES at

B.C. Sugar  
Refining Co.

Wharves, and

General cargo  
Vessels handling

parcels of TALLOW,

TALL OIL,

CREOSOTE, FISH

OIL, WHALE OIL,

VEGETABLE

OIL and LARD

– 1 employee for any  
work during pumping  
operation  
Plus additional  
employee(s) for  
connecting or  
disconnecting  
hose(s) as required.

*Note:* Where HT and WD are employed in any of the above operations they shall be interchangeable.

The above will not be used to circumvent the terms of Article 20, Section 20.01, Paragraph 2.

19.04 The Employer shall determine the size and composition of deepsea ship gangs for all operations other than those specified in 19.01, 19.02 and 19.03 above, in accordance with Article 23. The Union may refer the matter to the Job Arbitrator as provided in Article 6 if not satisfied with the decision of the Employer.

19.05 Special gangs may, at the option of the Employer, be despatched ahead of registered gangs.

19.06 Additional employees where required, may be employed by the Employer in accordance with the Employer's needs.

19.07 When the stow reaches the centre line bulkhead the hatch will be defined as two separate hatches (Scan Scott vessels).

19.08 Notwithstanding anything else contained in this Agreement, ship gantry crane drivers shall relieve each other and act as signalpersons as required.

## **ARTICLE 20 – DEEPSEA SHIP WORK**

20.01 Deepsea Ship Work to be performed by employees covered by this Agreement shall include work in connection with the following, subject to the exceptions or conditions listed herein:

1. *Mail, Baggage (other than cabin baggage), Passengers' Automobiles, Ship's Stores:*  
Crew members may, at the option of the vessel,

perform such work when the job is less than two hours' duration or when the job is for two hours' duration or more and one or more of the following conditions prevail:

- (a) there are no, or there is an insufficient number of suitable employees available for despatch to the job;
- (b) employees cannot be worked because of the terms of this Agreement or because the Parties failed to make other satisfactory arrangements for employees to perform this work and due to postal requirements mail must be loaded or discharged;
- (c) stores are hand-handled through a sideport from the place of rest at the receiving end of the chute or conveyor on the vessel.

**EXCEPTION: re SHIP'S STORES**

The maximum duration for handling of ship's stores by crew members shall be four hours at docks where it is not possible for a delivery truck to get alongside a vessel's gangway.

2. *Handling Beams, Hatch Covers, Dunnage, Ring and Pallet Boards, Rigging Gear, and Lashing Cargo:*

Crew members may, at the option of the vessel, perform such work only when one or more of the following conditions prevail:

- (a) there are no, or there is an insufficient number of suitable employees working aboard the vessel;
- (b) it is not in connection with regular duties of employees;
- (c) employees are despatched to work on a vessel and such work is done before the employees

commence a job or after the end of that shift (including maximum extension permitted) in which the employees have finished the job;

- (d) such work involves the handling of special hatch covers, such as MacGregor hatch covers, and hatches which have individually powered handling equipment for removing or replacing the hatch covers. This includes, but is not restricted to, vessels such as “STAR ATLANTIC”;
- (e) there is an emergency involving safety of a vessel, life or property.

3. *Fitting Stanchions for Deck Cargoes:*  
Crew members may, at the option of the vessel, perform such work only when such fitting does not require carpentry work which available employees are competent to perform.
4. *Stevedoring Gear, Material and Equipment:*  
Only when employees are working aboard the vessel.
5. *Shifting Cargo:*  
Crew members may, at the option of the vessel, perform such work only when there is an emergency involving safety of a vessel, life or property.
6. *Lining and Fitting for Grain and Livestock, Erecting or Dismantling of Temporary Decks, Erecting of Temporary Bulkheads, Construction of Catwalks, Shoring of Cargo, or other similar Carpentry Work for the Protection and Care of Cargo, Battening Down or Securing Bins within the official limits of any Harbour in British Columbia where there are available employees competent to perform such work:*

Crew members may, at the option of the vessel, perform such work only:

- (a) to handle patent grain fittings such as sliding or hinged metal bulkheads, hinged metal feeders, pontoon hatches as feeders;
- (b) when it is an emergency involving the safety of a vessel, life or property;
- (c) when shoring involves the safety of employees.

7. *Cleaning Holds, Cargo Spaces and Tanks:*

At the option of the vessel, such work will be performed by either crew members (not using shore based mechanical equipment) or employees covered by this Agreement, however, the discharge of refuse to a scow alongside shall only be performed by employees covered by this Agreement.

8. *Safety-Boat Work:*

When, in compliance with the Tackle Regulations of The Canada Shipping Act and the Safety Regulations of the BCMEA – ILWU, a manned safety-boat is required in connection with Deepsea Ship operations at Fraser River ports; it shall be supplied, properly equipped and operated by an employee covered by this Agreement. The operator of such safety-boat shall be known as a “Boatperson”. The Employer may make other arrangements to comply with the appropriate safety regulations when the conditions of the Fraser River make it too hazardous for such safety-boat to operate safely.

9. *Checking Work:*

Checking work on a deepsea vessel, including checking as a paperperson, as required by a member of the Association.

The above means and must be interpreted to mean that Employers need only check cargo at their option, on ship operations, when such work is under their control. When Employers decide that checking will be done, only employees covered by this Agreement shall be used. The Union may file a claim against the Employer for using other than employees covered by this Agreement and the Job Arbitrator shall determine if claim is valid and, if so, Employer must pay claim.

In the event that changes in the method in which checking is carried out are implemented, the Association undertakes to provide necessary training for checkers required to perform such work.

10. *First-Aid Work:*

First-aid work on board a deepsea vessel as agreed to by the Parties, the answering of telephones and such other duties as may reasonably be assigned.

11. *Continuous Operation:*

In circumstances where the loading or discharging of a deepsea vessel is a continuous operation, e.g. roll-on, roll-off or a sideport operation, any persons employed under this Agreement may be required by the Employer to perform work from the stow in the vessel through to the final place of rest on the dock premises in the case of discharge, or from place of rest on the dock premises through to the stow in the vessel in the case of loading.

## ARTICLE 21 – HOURS OF WORK

21.01 (1) The hours of work shall be divided into shifts each day as follows:

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

8:00 a.m. to 4:30 p.m. (Day Shift)

8:00 a.m. to 5:00 p.m. (Day Shift-Coastwise Cruise Vessels Only)

4:30 p.m. to 1:00 a.m. (Night Shift)

5:00 p.m. to 1:00 a.m. (Night Shift-Coastwise Cruise Vessels Only)

on the basis of seven days per week.

21.01 (2) (a) Notwithstanding the shift schedule set forth above, coastwise operations may be conducted on a shift from 1:00 p.m. to 10:00 p.m., allowing for a one hour meal period.

(b) Starting times of employees in coastwise operations covered by the above shift schedule may be advanced up to one hour.

21.01 (3) Registered persons despatched to work under this Agreement shall on each such occasion receive a full shift guarantee, except as otherwise provided herein, for which a full shift of work may be required.

21.01 (4) Any or all of the above shifts may be worked as required by the Employer, seven days per week, on each and every day of the year, except as otherwise provided herein. For purposes of this Agreement a shift shall be considered as being worked in the day on which the shift commenced.

21.01 (5) No employee on a Regular Work Force shall normally be required to work more than one shift and extension thereof, as provided in this Article, within a twenty-four hour period. However, an employee may be required, on not more than one occasion each week, to report back to work with a minimum of one shift off.

21.01 (6) Checkers may be required by the Employer to commence work up to one hour before the beginning of a shift and, notwithstanding anything contained in this Agreement, a Checker when required by the Employer shall remain on the job a maximum of one-half hour after the employees cease work, for the purpose of handing in records.

21.01 (7) The starting time of the shifts for employees of the maintenance department and rail crews may be advanced or deferred up to one hour.

Notwithstanding anything to the contrary in this Agreement, maintenance employees and/or rail crews may be required to perform work as required by the Employer at any hour of the day, on any day of the year.

21.01 (8) Starting times of dock employees, other than those covered by other sections of this Article, may be advanced one hour and such dock employees will not be required to work after the end of their applicable shift.

21.01 (9) For dock employees servicing trucks loading/unloading only, the day shift (8:00 a.m. - 4:30 p.m.) start time may be advanced two hours. Such dock employees starting at 6:00 a.m., shall finish at 2:30 p.m. However, at the option of the Employer, a one hour shift extension may be worked.

21.01 (10) If an employee is discharged for sufficient cause, the employee shall be paid only for time actually worked.



## 21.01 (11) *Bulk Liquid Cargo Operations*

1. The above-cited operations shall be continuous, in that they may be performed 24 hours a day, 7 days a week, on any and every day of the year.
2. When the Employer requires this operation to continue working through any of the meal periods as listed in Section 21.01 (14), each employee shall receive the meal period rate as set forth in Schedule 3.

Where a shift extension is involved such operation may, likewise, be continued through any meal period.

21.01 (12) An employee who is ordered and despatched to commence work at a time other than a recognized starting time shall be paid from the applicable recognized starting time. However, this provision shall not apply to an employee ordered as a replacement due to sickness or a shortage caused by the failure of another employee to report to work. Replacements under these two circumstances shall be paid for the greater of four hours or the balance of the guarantee at the appropriate shift rate.

An employee ordered as a replacement due to an accident shall be paid for the full shift when reporting for work prior to the regular meal period for that shift, or for four hours when reporting for work after such meal period, at the appropriate shift rate.

21.01 (13) All employees working on the night shift, who are ordered back for the day shift the following day, shall be released at 12:00 midnight, and paid for the balance of the shift provided they report for work as ordered.

On Vancouver Island, employees working outside their local area on the night shift shall not be required to work the day shift on the following day.

- 21.01 (14) The following meal periods will be observed:
- Graveyard Shift ..... 4:30 a.m. – 5:00 a.m.
  - Day Shift (except coastwise cruise vessels & 6:00 a.m. start) .... 12:00 noon – 12:30 p.m.
  - Day Shift (coastwise cruise vessels) ..... 12:00 noon – 1:00 p.m.
  - Day Shift (6:00 a.m. start) ..... 10:00 a.m. – 10:30 a.m.
  - Night Shift ..... 8:30 p.m. – 9:00 p.m.
  - 1:00 p.m. - 10:00 p.m.
  - Coastwise Shift ..... 5:00 p.m. – 6:00 p.m.

The meal period of regular maintenance employees and switching crews may be advanced or deferred up to one hour in order to carry out necessary maintenance, repairs and switching. The Day Shift meal period for coastwise cruise vessels may also be advanced or deferred one hour.

In all other cases the meal period may be advanced or deferred one-half hour.

Note: Meal periods required to be worked shall be paid at 1½ x shift rate.

*Exception:*

(There will be no advanced or deferred meal period on Vancouver Island for gangs travelling between areas on interchange.)

21.01 (15) No employee shall be worked more than five (5) consecutive hours without a meal period.

## 21.02 MAXIMUM WORKING TIME:

21.02 (1) A First-Aid Attendant or a Boatperson shall, if required, work through any meal period, in which case they shall be paid during such period at the appropriate meal period rate.

21.02 (2) Maximum working time does not apply to Checkers when checking as paperperson, nor to First-Aid Attendant or Boatperson.

21.02 (3) When an employee is waiting on or by a vessel prior to starting or resuming work and is idle because of shortage of employees, pay shall not commence until there is sufficient number of employees to commence the job.

21.02 (4) *An employee working aboard a vessel shifting from one dock to another:*

An employee working aboard a vessel which is moving from one dock to another situated within the official limits of the same port, whose work finishes before the vessel berths at the second dock shall be paid at the applicable shift rate or overtime rate, as the case may be, until the employee is released and a gangplank or ladder is placed on such dock so as to permit the employee to go ashore.

21.02 (5) Where hot coffee is not readily available from other sources for employees at meal hours, it will be furnished by the Employer.

21.02 (6) If an employee is despatched to work under this Agreement and the work schedule requires the employee to work beyond a second meal period, the second meal will be provided by the Employer.

21.02 (7) In cases when, due to fog, non-arrival of the vessel, mechanical failure of equipment on the ship or on

the dock (such determination to be made by the Employer) and the employees are not turned to, not ordered to stand by or not assigned to other work, a four-hour guarantee shall apply.

In cases where, due to weather conditions, late inspection approval, mechanical failure of equipment on the ship or on the dock and a day shift gang(s) is required, the Employer may order up to 6:00 a.m. for such grain employees irrespective of the established order/cancellation times. Employees despatched under this section shall be released at the end of the shift or any shift extension provided for in this Collective Agreement and may not be moved to another ship or dock pursuant to Section 24.03.

### 21.03 REGULAR WORK FORCE(S) EMPLOYEES:

21.03 (1) Each Dock and Coastwise Employer coming under this Agreement shall be entitled to establish and maintain a Regular Work Force, including dock gantry crane drivers, as the Employer may from time to time require. Changes in the size, composition and personnel of each such Regular Work Force will be made, as and when required by each such Employer.

21.03 (2) Employees in a Company's Regular Work Force will be registered in the Despatch Office and will be considered to have been despatched in accordance with this Agreement to their rated classification (ratings to be agreed upon jointly). Regular Work Force employees will be given continuous employment on a day to day basis, five shifts in a seven day period, and a sixth shift if required at their respective rating(s) for a minimum of four hours of that shift. Continuous employment to be defined as meaning reporting daily for work on the site.

21.03 (3) Regular employees despatched to their rating classification may be turned to other work outside of their rating, however, they will be paid no less than their particular rating calls for. Conversely, a rated employee may be turned to work in a higher rating. The rate of pay applicable to the higher rating will apply to the hours actually worked.

21.03 (4) Regular employees will not be despatched to other Companies unless released from a Company's Regular Work Force.

21.03 (5) All ratings in effect January 1, 1996, will continue until confirmed or changed as provided in this Agreement.

21.03 (6) A regular employee may be temporarily replaced for sickness, holidays, compassionate reasons, or as mutually agreed.

21.03 (7) All additional employees or fill-ins will be ordered through the Despatch Hall. Such orders when placed will name the particular type of work or rating required and the employees will be despatched to work under their rating unless changed through the Despatch Office. Such employees when despatched may be called back the following day or days for up to five days, and a sixth day if required, by advising the Despatch Office subject to preference of employment to Union members.

21.03 (8) (i) Companies requiring Regular Work Force employee(s) will advise the respective Chairpersons of the Port Labour Relations Committee of their requirements by giving seven days clear notice. All Regular Work Force job openings will be immediately posted in the respective Despatch Hall.

Suitable applicants will be selected by the Port Labour Relations Committee once each week to fill all of such job openings. The Union pledges in good faith that employee(s), suitable to each Company's requirements, will be despatched in order to ensure that Regular Work Force vacancies are fulfilled at all times.

- (ii) Regular Work Force employee(s) wishing to resign from a Company's Regular Work Force shall give seven days clear notice, unless agreed otherwise by the Company.
- (iii) Companies wishing to lay off Regular Work Force employee(s) shall give seven days clear notice, except where such employee(s) is discharged for proper cause.

21.03 (9) Any skill rated employee on an Employer's Regular Work Force may be trained to perform other skill rated work on the site.

Such employees may be utilized at their newly acquired skills only when there are no employees with the required rating available in the Despatch Centre or available to be transferred through the Despatch Centre. The method and format of the training will be consistent with industry standards. This provision does not apply to work requiring a trades rating i.e. Journeymen Tradespersons as defined in Schedule 4 – Definitions Item 18.

## 21.04 SHIFT EXTENSIONS:

### *Vancouver, New Westminster and Prince Rupert Deepsea Ship*

When the work to be performed is to be for more than one hour, any shift may be extended up to a maximum of four hours, with a minimum of three hours if called back after a meal period, when no other suitable employees are available.

The extension provision would apply to all phases connected only with the shifting or sailing of a vessel.

When the work performed is to be one hour or less, the maximum may be extended up to one hour over the regular shift for the ship to shift or sail.

### *Dock Work – General*

For the purpose of a dock operation not connected with the shifting or sailing of a vessel, any shift may be extended at any time up to one hour, and may be extended up to a maximum of four hours to complete a specific operation, with a minimum of three hours if called back after a meal period, when no other suitable employees are available.

### *Coastwise*

In coastwise operations any shift may be extended up to one hour at any time, and up to four hours following a meal break, with a minimum of three hours if called back after a meal period, when no other suitable employees are available.

### *Coastwise – Cruise Vessels (Vancouver and New Westminster)*

When a cruise vessel is sailing, any shift may be extended one hour or two hours at any time, and up to four hours following a meal break, with a minimum of three hours if

called back after a meal period, when no other suitable employees are available.

The two hour extension is only intended to accommodate late arriving passengers and/or baggage.

#### *Vancouver Island – Deepsea Ships*

Three hour extension – home port, including Cowichan Bay, to shift or sail when no other employees available in Local area.

Day shift only – Monday to Saturday

Three hour minimum if called back after a meal period.

No extension on travelling gangs, except one hour to shift or sail between 4:30 p.m. and 5:30 p.m.

#### *Chemainus Outports*

Two hour extension to shift or sail with a one hour meal period from 4:30 p.m. to 5:30 p.m.

Day shift only – Monday to Saturday

Two hour minimum if called back after a meal period.

Present practice if extension and ship does not finish – no day shift gang next day.

#### *All Areas Deepsea Ships*

One hour extension to shift or sail between 4:30 p.m. and 5:30 p.m.

#### *Matching Ship Work and Dock Work*

When a ship is required to work an extension because no other employees are available, the dock employees working in relationship to the ship will also be required to work the extension whether other employees are available or not.



*Rates of Pay for Shift Extensions*

Notwithstanding anything contained in this Agreement, the rates of pay for shift extensions shall be as set forth hereunder.

*Rates of pay for shift extensions:*

**SHIFT EXTENSION – UP TO ONE HOUR –**  
immediately following end of shift.

- Day Shift (except Saturday) –  
½ hour minimum ..... 1½ x Shift Rate
- Day Shift Saturday – 1 hour  
minimum ..... 1½ x Shift Rate
- Night Shift for time so  
worked ..... 1½ x Shift Rate
- Graveyard Shift for time so  
worked ..... 1½ x Shift Rate
- 1:00 p.m. - 10:00 p.m. Coastwise  
Shift for time so worked ..... 1½ x Shift Rate

**SHIFT EXTENSION – ONE HOUR OR TWO HOURS**  
– immediately following end of any shift  
(cruise vessels only).

- One Hour Shift Extension ..... 1½ x Shift Rate
- Two Hour Shift Extension ..... 2 x Shift Rate

**SHIFT EXTENSION – MORE THAN ONE HOUR –**  
immediately following a meal period.

- Day Shift (except Sunday) ..... 2 x Shift Rate
- Day Shift – Sunday ..... 1½ x Shift Rate
- Night Shift ..... 1½ x Shift Rate
- Graveyard Shift ..... 1½ x Shift Rate
- 1:00 p.m. - 10:00 p.m. Coastwise  
Shift ..... 1½ x Shift Rate

*Meal Periods for Shift Extensions:*

Where applicable, the following meal periods shall be observed, except when the extension is for one hour or less or two hours in the case of coastwise cruise vessels:

Graveyard Shift	– 8:00 a.m.	– 8:30 a.m.
Day Shift	– 4:30 p.m.	– 5:30 p.m.
Night Shift	– 1:00 a.m.	– 1:30 a.m.
1:00 p.m. - 10:00 p.m.		
Coastwise Shift	– 10:00 p.m.	– 10:30 p.m.

**21.05 UNINTERRUPTED OPERATIONS:**

The Association has the right to establish and maintain uninterrupted operations on behalf of any Employer in areas where they are not presently in existence, i.e., no stopping of any operation for any reason including coffee breaks and/or meal periods, etc. The Association will advise the Union thirty (30) days in advance of the implementation of any such uninterrupted operation(s) and discussion, if required, will take place at the Joint Industry Labour Relations Committee level. Where such operation(s) is established, the Association will ensure that each employee will receive a meal period and coffee breaks. Any dispute relative to the implementation of any uninterrupted operation(s) may be referred to the Industry Arbitrator for resolution.

Once the matter has been referred to the Industry Arbitrator, the Union may elect to have the matter heard on the next available date, regardless of whether another matter has been scheduled for that date. If such occurs, all other cases before the Industry Arbitrator shall be moved back accordingly. The Party whose case was to have been next before the Industry Arbitrator may, at their option, elect to have their case submitted to the Alternate Industry Arbitrator. Cost for hearing any matter referred to the Industry Arbitrator under this section will be borne equally between the Parties.

## ARTICLE 22 – TRANSPORTATION AND TRAVELLING TIME

*(Regular Work Force employees are specifically excluded from the provisions of this Article.)*

1. There shall be no travelling time allowance within the official limits of each port.
2. (a) Hourly time allowances for the time spent in travelling to and from a job shall be at straight time rates of pay, as follows:

Vancouver and New Westminister:  
(Return Trip Expressed in Hours)

	Vancouver	New Westminister	Port Moody or Barnet	Port Alberni	Victoria	Chemainus	Woodward's Landing	Cowichan Bay	Crofton	Nanaimo	Squamish	Woodfibre
Vancouver	-	1 1/2	-	6	7	4	1	5	5	3	3	4
New Westminister	1 1/2	-	1	7 1/2	8 1/2	5 1/2	1	6 1/2	6 1/2	4 1/2	-	-

2. (b) Hourly time allowances for time spent in travelling to and from a job shall be at one-half the straight time rates of pay, as follows:

## (Return Trip Expressed in Hours)

	Port Alberni	Victoria	Chemainus	James Island and Hatch Point	Cowichan Bay	Crofton	Ladysmith (stream)	Harmac, Nanaimo Departure Bay	Nanose Bay
Port Alberni	-	-	8	-	10	10	-	6	4 <sup>1/2</sup>
Victoria	-	-	6	2	3	6	7 <sup>1/2</sup>	6	-
Chemainus	-	-	-	-	-	1	1 <sup>1/2</sup>	1 <sup>1/2</sup>	3

- (c) Hourly time allowances for time spent in travelling to and from a job shall be as follows effective the dates noted below:

	Port Alberni	Victoria	Cowichan Bay
Chemainus	8	6	2

Effective January 1, 1999 42.5% of the Straight Time Rates of Pay.

Effective January 1, 2000 43.75% of the Straight Time Rates of Pay.

Effective January 1, 2001 45% of the Straight Time Rates of Pay.

3. When an employee is despatched from the employee's "home" port to work at an Outport, other than on a daily or shift basis, transportation shall be provided each way, as well as one-half the cost of board and lodging at these places, but the

employee's share of such board and lodging shall not exceed One Dollar (\$1.00) per day. After work is finished and until transportation is provided, an employee will be furnished free board and lodging.

4. Transportation shall be provided each way between Vancouver and North Shore, New Westminster, Woodward's Landing, Barnet, Port Moody, Ioco, Vessels in Stream, Fraser Mills, Searle's, all ports on Vancouver Island, Port Mellon, Powell River, Woodfibre, other places not herein mentioned, but similarly situated; between New Westminster and Vancouver, North Shore, Woodward's Landing, Barnet, Port Moody, Searle's, Ioco, all ports on Vancouver Island, Port Mellon, Powell River, Woodfibre, other places not herein mentioned, but similarly situated. When public transportation is not available between New Westminster and Fraser Mills, transportation shall be provided. Additionally, when an employee despatched pursuant to this Agreement is entitled to transportation pursuant to this clause and such employee is moved to another site during the course of the shift the employee will be provided return transportation, at the option of the employee, to either the site from which the employee was moved or to the Despatch.

In the event the Association travels Vancouver and/or New Westminster members to Vancouver Island and return, those authorized members will be provided with fifty dollars (\$50.00) per day for transportation costs. No further allowances of any kind will be provided.

5. Transportation may be provided when an employee is despatched from Port Alberni, Victoria or Chemainus to work at any Vancouver Island Outport. If transportation is not provided, an allowance made in lieu thereof, as set forth hereunder, shall be paid.

Transportation Allowance:  
(Return trip expressed in dollars)

	Port Alberni	Victoria	Chemainus	James Island and Hatch Point	Cowichan Bay	Crofton	Ladysmith	Harmac	Nanaimo	Nanose Bay
Port Alberni	-	-	31.44	-	39.82	34.49	28.41	24.61	23.08	16.99
Victoria	-	-	23.08	12.19	15.23	23.08	26.13	31.44	31.44	-
Chemainus	31.44	23.08	-	-	12.42	6.10	5.02	11.42	11.42	15.23

6. When the Association undertakes to provide transportation it shall make every reasonable effort to do so promptly.
7. When an employee fails to finish a job, such allowance for transportation may be deducted, except where the employee has good reason for not finishing the job, such as sickness or accident.
8. An employee required to work on board a vessel working in the stream shall travel to and from a vessel during regular shift hours or, at the Employer's option, shall be allowed 15 minutes travelling time at the basic straight time rate prior to the start of the shift and following the end of the shift.
9. The travelling time provisions contained herein do not restrict, nor do they have application to the Hours of Work provisions of this Agreement.

## **ARTICLE 23 – MANNING**

### **23.01 MANNING RULES:**

When determining the manning of any operation covered by this Agreement the following rules will apply:

- (a) Maintenance of Safety;
- (b) Avoidance of undue individual work burden;
- (c) Prohibition of individual speed-up;
- (d) All the employees necessary;
- (e) No unnecessary employees.

23.02 When the Employer intends to implement changes in existing manning or when new operations are introduced and corresponding manning established by the Employer, the Association agrees to consult with the Union prior to such changes. After consultation, the change(s) may proceed without prejudice to the rights of either Party under the Collective Agreement.

Due regard will be given to Article 23, Section 23.01 during the consultation process.

## **ARTICLE 24 – EMPLOYMENT ON THE JOB**

24.01 The Superintendent or Foreman in charge shall decide regarding the placing and working of employees according to the need.

Employers, their Foremen or their Agent shall decide as to the size of gangs or number of employees, if any, to be used on any particular job and the manner in which the work is to be performed. This includes increasing or decreasing the number of employees on the job at any

time as required by the Employer, subject to Article 19.

24.02 No interference with the Foreman by any member of the Union or employee will be countenanced by the Employer.

### 24.03 OBLIGATIONS:

The obligation of the Employers shall be to furnish a full shift of work to each employee despatched.

The obligation of each employee is to move from one job to another when such move is ordered by the Employer(s) subject to the provisions listed below.

The following provisions for the movement of employees shall be observed by both Parties to this Agreement.

1. A gang(s) as a unit or spares individually may be moved freely as often as required by the Employer(s) from hatch to hatch on the ship. A registered gang may be reduced or split up once during any shift, in which case it shall be released at the end of the shift.

A gang(s) or persons in the gang(s) individually, including spares, may be moved once to another ship or to a dock for the balance of the shift. Such employee(s) may be used to form additional gangs or units as required if no other gangs are available.

2. Any employee despatched to a dock may be moved anywhere within the dock complex as often as required by the Employer during any shift, and may be moved once to another dock complex or to a ship, for the balance of the shift.

#### *Exception:*

Employees who are on lists that have been agreed to by the Port Labour Relations Committee may be limited



to dock work. Such determination of the above list shall only consider employees either old or disabled.

3. Except as otherwise provided in Article 21, Section 21.03, Regular Work Force(s) Employees, an employee working on a skill rated job may be moved once to any skill rated work for which the employee is qualified for the balance of the shift, but a rated employee shall not be moved to non-rated work.
4. An employee working at non-rated work may be moved once, for the balance of the shift, to any skill rated work for which the employee is qualified, when no other suitable employees are available.
5. Any employee(s) may be moved from shovel, freezer or calk shoe work to any other work, including dock work, for the balance of the shift. No non-rated employee will be moved from general cargo work to shovel or calk shoe work, but may be moved to freezer work if warned for freezer work when despatched.

*Exception:*

Clean-up of spilled general cargo – such as sacked or packaged cargo – which may include the use of a shovel(s) will not be considered as shovel work for the purposes of this paragraph.

6. The moving of Union members shall be carried out without bumping other Union members.
7. All employees, including those with ratings, may be employed in lashing.
8. Maintenance employees shall not be moved to handling or movement of cargo.

9. For the purposes of the above clauses in this Section 24.03, it is understood that an extension of a shift may be worked, in accordance with Article 21, Section 21.04, if required, by employees who are moved from one job to another on a dock complex, or from one hatch to another on a ship. The extension will not be worked by employees who have been moved from one dock complex to another dock complex, from one ship to another ship, from a ship to a dock, nor from a dock to a ship.

**ARTICLE 25 –  
COMMODITY OR JOB DIFFERENTIALS  
DEEPSEA SHIPS AND DOCK**

25.01 Except as otherwise provided in this Article, employees loading and/or discharging the special commodities listed hereinafter, or employees engaged in the special jobs listed hereinafter, shall be paid the applicable commodity or job differential for the full shift anytime they are required to work such commodities.

There shall be no pyramiding or overlapping of commodity differentials.

Checkers shall be paid a commodity differential in respect of item number 33; and items 18, 19 and 22 when actually working in the hold of the vessel. The commodity or job differentials listed hereinafter do not apply to First-Aid Attendants.

An employee who receives a special rate for working Damaged Cargo, Salvage Cargo, or in Refrigerated Spaces, shall not be paid a commodity or job differential in addition to such a rate.

An employee working in a ship which is loading or discharging Explosives shall, in addition to the special rate for Explosives, be paid the appropriate commodity or job differential.

*Hourly Differential – 10¢*

1. *Used Lumber:*

An employee who is actually engaged in the handling of used lumber, 25% or more of which contains nails or spikes, and such lumber is being utilized for grainlining or other construction work shall be paid the applicable commodity or job differential.

*Hourly Differential – 15¢*

2. *Constructing Wheat Bins:*

Employees who are actually engaged in constructing a bin after wheat has been poured into the hold in which they are working shall be paid the applicable commodity or job differential.

3. *Ship Cleaning other than oily Tanks:*

An employee who is actually engaged in the handling, hand-shovelling, hand-sweeping, or who is working below another employee engaged in cleaning box beams of the following commodities shall be paid the applicable commodity or job differential:

- |                        |                  |
|------------------------|------------------|
| (a) Cement             | (f) French Chalk |
| (b) Coal               | (g) Phosphates   |
| (c) Concentrates       | (h) Red Oxide    |
| (d) Creosoted Products | (i) Sulphur      |
| (e) Damp Wheat         |                  |

4. *Caustic Soda* – when in sacks
  5. *Cement*
  6. *Copra*
  7. *Fertilizer* – animal or fish
  8. *Green Hides*
  9. *Lime* – when in single sacks
  10. *Nitrates*
  11. *Salmon Eggs*
  12. *Salt* – in bulk
  13. *Salt Fish*
  14. *Phosphates* – in bulk
  15. *Sodium Carbonate* – when in sacks
  16. *Sulphur* – when in sacks
  17. *Sulphate of Aluminum*
  18. *Steel Pipe and/or Rails* – over 20 feet in length
  19. *Steel Plates* – over 15 feet in length
  20. *Scrap Tin* – in bales
  21. *Scrap Iron* – in bulk, bales, or drums
  22. *Structural Steel* – “I” Beams, “H” Beams, Box Beams, Channels, Angles, and Steel Piling, over 20 feet in length.
- When in lots of 25 tons or over as per Vessel’s Manifest.

23. *Bulk Cargo Commodities* as follows:  
Ballast, Cement, Cement-Clinker, Coal, Coke, Grain, Ore, and any other bulk commodity which has to be shovelled, except Sulphur and Concentrates, in which case see Item Number 29.
24. *Commodities in sacks* weighing 125 pounds or more.
25. *D.D.T.* – when in sacks.
26. *Pulp* – Applicable only to employees actually handling the commodity when bales exceed 400 lbs. but not more than 505 lbs. in weight and powered mechanical equipment is not used.
27. *Creosoted Products*
28. *Lumber, Logs and Piles* – from water, when submerged or awash. (This differential payment does not apply to Slingpersons or Boompersons, see Item Number 32.)
- Hourly Differential – 20¢*
29. *Sulphur and Concentrates*
30. *Ship Cleaning without Chemicals – Oily Tanks*  
An employee who is actually engaged in cleaning oily tanks without the use of chemicals, shall be paid the applicable commodity or job differential.
31. *Chain Saw* – An employee who actually operates a chain saw.
- Hourly Differential – 30¢*
32. *Lumber, Logs and Piles* – from water when submerged or awash. Applicable to Boompersons and Slingpersons only.
- Hourly Differential – 35¢*
33. *Nitraprills and Aeroprills* – Applicable to employees

actually engaged in the handling of the commodities, and to Checkers, only when checking Nitraprills and/or Aeroprills where the employees handling the commodities are being paid such differential.

34. *Liquid Petroleum Gas* – Applicable to employees engaged in work in connection with the handling of this commodity.

*Hourly Differential – 40¢*

35. *Ship Cleaning with Chemicals – Oily Tanks*  
An Employee who is actually engaged in cleaning oily tanks and using D6L, OD, or CW chemicals, shall be paid the applicable commodity or job differential.

*Hourly Differential – 50¢*

36. *Pulp and Paper* – Applicable only to employees actually handling the commodity when bales or rolls exceed 505 lbs. in weight and powered mechanical equipment is not used.

*Note:* When any of the above commodities are handled by dock employees the applicable commodity differential shall apply. Persons actually engaged in the handling of sulphur or concentrates shall receive the commodity differential as per item 29, above.

25.02 *Rates for Special Working Conditions – Deepsea Ship:*

1. *Head Room:*

When there is less than six feet of head room at the lowest point of the coaming where employees are required to work, there shall be paid to employees working in the confined space an additional Fifteen Cents (15¢) per hour. This rate does not apply to Checkers, First-Aid Attendants, or to employees engaged in grain lining, erection or dismantling

work aboard deepsea vessels.

2. *Refrigerated Cargo:*

Only those employees actually working in refrigerated spaces on board a deepsea vessel, when cargo is being discharged from or loaded into ship's refrigerated spaces, when the chambers contain commodities frozen for reasons of preservation, shall be paid a differential of Fifty Cents (50¢) per hour. This rate does not apply to First-Aid Attendants. Similarly, those employees engaged in dock work who are actually working in refrigerated spaces in cold storage lockers, trucks, railway cars or containers on the dock, shall be paid the aforesaid differential while working in such spaces.

3. *Explosives:*

Employees working explosives as defined by terminology of the "International Maritime Dangerous Goods Code" (1994) in Class 1, with the exception of Division 1.4 shall be paid a minimum of one hour at the rate of one-and-one-half times the shift rate.

When employees are working explosives into or out of a vessel, all other employees working the same ship shall be paid explosive rates. When cargo is being loaded into or discharged from a vessel's hold containing explosives which are not "magazined", all employees working this vessel shall be paid explosive rates until the hatches are battened down. If, however, explosives are in a magazine the foregoing shall not apply.

4. *Salvage Work:*

When a vessel strands outside the Harbour limits, or gets into such condition that the vessel cannot reach a berth without first discharging or shifting cargo, all

employees shall be paid at the rate of one-and-one-half times the shift rate. The employees shall be furnished free transportation. Free meals shall be furnished on board the vessel when the employees are not permitted to go ashore.

5. *Boat Allowance:*

For each hour that a Boatperson is required to provide a boat in compliance with Article 20, Section 20.01, the Boatperson shall be paid a boat allowance of Five Dollars (\$5.00).

## **ARTICLE 26 – DOCK WORK (Except Coastwise)**

### 26.01 PROVISIONS – DESCRIPTIONS:

Dock work manually or by machine consists of:

1. Handling or movement of goods to or from ships' slings or barges alongside wharves.
2. Loading or unloading railway cars, trucks, trailers, etc., within the dock area.
3. Piling of goods and breaking down piles of cargo.
4. Removing goods from pallet boards.
5. Building any loads of goods on dock.
6. Checking of goods.

The above means and must be interpreted to mean that Employers need only check cargo at their option, on dock operations, when such work is under their control. When Employers decide that checking will be done, only employees covered by this Agreement shall be used. The Union may file a claim against the Employer for using other than employees covered by this Agreement and the Job



Arbitrator shall determine if claim is valid and, if so, Employer must pay claim.

In the event that changes in the method in which checking is carried out are implemented, the Association undertakes to provide necessary training for checkers required to perform such work.

7. Shoring and securing of railway cars.
8. Handling of ships' lines.
9. Regular Maintenance Work (as described hereunder): Persons employed and despatched under this Agreement will perform Regular Maintenance Work, provided jointly rated employees are immediately available on the site or through the despatch system, and capable of performing such work. If employees are not available in the required rating(s), such work may be performed outside of this Agreement without prejudice to this position. Work required on new construction, new installation, significant alteration of existing structures or installations, or work under warranty, is not included in the term "Regular Maintenance Work". Such work may be performed outside this Agreement. Warranty work shall include removal and re-installation as required to validate the warranty.

When requested to do so by the Union, Dock and Bulk Terminal Employers shall meet once per year with the Union to advise of known capital projects planned for the budget/calendar year. The Employer shall advise the Union, in a timely manner, of any significant changes to the capital plan and if requested, will meet with the Union to discuss same.

When the Employer contemplates new construction, new installations or significant alteration of existing structures

the Employer will advise the Union in a timely manner prior to the commencement of such work.

Nothing in the foregoing shall be interpreted as preventing the Employer from proceeding with the work as scheduled and the work may proceed without prejudice to the rights of either Party under the Collective Agreement.

When Employers undertake to have any or all the above work performed, it will be done by employees covered by this Agreement except as otherwise provided herein.

Goods received on pallet, lift, or cargo boards, or as unitized or packaged loads shall not be rehandled before moving to ship's tackle, unless so directed by the Employer.

Containers on chassis may be moved to or from point of transfer in the dock area directly to or from the hook, provided the tractor is driven by an employee covered by this Agreement.

Any load of goods discharged from a vessel may be dock stored just as it left the hatch on or off cargo boards.

Servicing of sideports or gangways with mail, baggage (including passengers' automobiles), or stores will be done for passenger ships of P & O and Orient Line type and will consist only of transporting such goods to a point convenient for placing on chutes or conveyors.

The Employers have the right to have the trucks come under the hook to move heavy lifts, dunnage, lining material, long steel, booms and ship repair parts directly from truck to ship and/or ship to truck.

The handling on the dock of mail, hold baggage (including passengers' automobiles) and ship's stores

will be by employees covered by this Agreement except when the job is less than two hours' duration in which event crew members may perform such work.

26.02 What was previously known to the Parties under the former Agreement as Stage 2 is eliminated, and any lines of demarcation which previously existed with respect thereto are eliminated.

#### 26.03 COLD STORAGE EMPLOYEES:

Cold Storage Engine Room Staff shall be supplied with coveralls, gloves and four (4) pairs of mitts for use in the course of their work.

#### 26.04 HANDLING OF LINES (EXCLUDING COASTWISE):

The handling of Deepsea Ships' and Deepsea Barges' lines may be done by persons covered by this Agreement, other than maintenance employees, who are working on the site. Such employees shall not have their meal hours advanced or deferred, or have their work shifts extended, in order to handle lines.

All employees handling lines (when not otherwise employed) will be considered to be despatched, however, they will not be subject to the Despatch Times, Starting Times or Meal Hours Sections of the Agreement.

Employees despatched for work for the purpose of tying up and letting go vessels shall be paid a minimum of four (4) hours' pay at the applicable hourly shift rate(s), in respect of the first such occasion each day, and whenever they are ordered back to work on the following day or days. On subsequent calls on the same day, a minimum of four (4) hours' pay at the applicable shift rates will be paid.

If discharged for sufficient cause only these hours worked will be paid.

Linespersons may be transferred from berth to berth or dock to dock within a port area in order to work out minimum pay periods.

There shall be no pyramiding or overlapping of minimum pay periods.

The Union agrees to maintain and provide the Association with a list for each port of employees (with phone numbers) who shall be available for lines as required.

The rates of pay for handling of lines are as set forth in Schedule 1, Schedule of Hourly Wage Rates.

26.05 Notwithstanding anything else contained in this Agreement, dock gantry crane drivers shall relieve each other and act as signalpersons as required. However, when the nature of the operation is continuous and such operation requires that signals be given on a regular basis (i.e. for more than two (2) hours per shift) a signalperson will be employed.

## **ARTICLE 27 – COASTWISE**

1. A coastwise operation shall be considered as a single operation, and employees, whether in the Company Regular Work Force or otherwise despatched to that Company, shall work as directed on a coastwise vessel or dock, or in a combination of coastwise vessel and dock work, without any lines of demarcation, and may be assigned to any work anywhere within the Employer's operations or to other coastwise operations during any shift or extension thereof.

2. Notwithstanding anything contained in this Section, employees, when requested, may perform any work not specified herein as longshore work.
3. The handling of mail, baggage, express and passengers' automobiles will be done by employees covered by this Agreement when the job is in excess of one hour's duration. If one hour or less duration, ship's crew members may perform such work at the option of the vessel.
4. When loading and/or discharging the special commodities hereinafter mentioned, an additional 15¢ per hour will be paid to the above wages:

Fish Meal  
 Whale Meal  
 Green Hides  
 Salt Fish  
 Salt Cake  
 Ore and Concentrates in  
     Bulk or bags  
 Scrap Iron when not  
     palletized  
 Sulphur in Bulk  
 Coal in Bulk  
 Piles  
 Creosoted Products  
 Fish Livers  
 Aluminum Sulphate

IN ANY  
QUANTITY

Lime  
 Cement  
 Alphasel  
 Frozen Fish

IN LOTS OF 25  
 TONS OR OVER  
 AS PER VESSEL'S  
 MANIFEST

# SCHEDULE 1

## SCHEDULE OF HOURLY WAGE RATES

	Jan.1 1999	Jan.1 2000	Jan.1 2001	Jan.1 2002
1. Graveyard Shift 1 a.m. to 8 a.m.				
Mon. to Fri. incl. ....	\$40.16	\$41.17	\$42.18	\$43.19
Sat. & Sun. incl. ....	41.30	42.34	43.38	44.42
Holidays .....	51.62	52.92	54.22	55.52
2. Day Shift 8 a.m. to 4:30 p.m.				
Mon. to Fri. incl. (Straight Time Base Rate) .....	\$25.81	\$26.46	\$27.11	\$27.76
Saturdays .....	33.04	33.87	34.70	35.53
Sundays .....	41.30	42.34	43.38	44.42
Holidays .....	51.62	52.92	54.22	55.52
3. Night Shift 4:30 p.m. to 1 a.m.				
Mon. to Fri. incl. ....	\$32.52	\$33.33	\$34.15	\$34.97
Sat. & Sun. ....	41.30	42.34	43.38	44.42
Holidays .....	51.62	52.92	54.22	55.52
4. Handling of Lines (Excluding Coastwise) 8 a.m. to 4:30 p.m.				
Mon. to Fri. incl. (Straight Time Base Rate) .....	\$25.81	\$26.46	\$27.11	\$27.76
4:30 p.m. to 8 a.m.				
Daily Mon. to Fri. incl. ....	32.52	33.33	34.15	34.97
All times on Saturdays .....	33.04	33.87	34.70	35.53
All times on Sundays .....	41.30	42.34	43.38	44.42
Holidays .....	51.62	52.92	54.22	55.52
5. Special Coastwise Shift - 1 p.m. to 10:00 p.m.				
Before 5 p.m. ....	Rates as in (2) above			
After 5 p.m. up to 10:00 p.m. ....	Rates as in (3) above			
6. Meal Periods Worked .....	1½ x Shift Rate			
7. All Shift Extensions - Refer to Article 21, Section 21.04				
8. Advanced Starting Time				
All shifts (except to service trucks as hereinafter provided) .....	1½ x Shift Rate			
Two Hours - to service trucks (6:00 a.m. to 8:00 a.m.)				
Mon. to Fri. inclusive .....	Graveyard Shift Rate			
Sat., Sun., & Recognized Holidays .....	1½ x Applicable Day Shift Rate			
Meal period for the 6:00 a.m. start will be observed at 10:00 a.m. Number (6) above shall only apply to such meal period if it is advanced or deferred.				

*Note:* The rate(s) of pay applicable under other specific circumstances are contained in the appropriate provision(s) of this Agreement.

## SCHEDULE 2

### TABLE OF HOURLY WAGE RATES

	Jan.1 1999	Jan.1 2000	Jan.1 2001	Jan.1 2002
1x Straight Time Base Rate (STBR) .....	\$25.81	\$26.46	\$27.11	\$27.76
1½x Straight Time Base Rate (STBR) .....	38.71	39.69	40.66	41.64
2x Straight Time Base Rate (STBR) .....	51.62	52.92	54.22	55.52
1x Saturday Day Shift .....	\$33.04	\$33.87	\$34.70	\$35.53
1½x Saturday Day Shift .....	49.56	50.80	52.05	53.29
2x Saturday Day Shift .....	66.08	67.74	69.40	71.06
1x Sunday Day Shift .....	\$41.30	\$42.34	\$43.38	\$44.42
1½x Sunday Day Shift .....	61.95	63.51	65.07	66.63
2x Sunday Day Shift .....	82.60	84.68	86.76	88.84
1x Mon. to Fri. Night Shift .....	\$32.52	\$33.33	\$34.15	\$34.97
1½x Mon. to Fri. Night Shift .....	48.78	49.99	51.22	52.45
2x Mon. to Fri. Night Shift .....	65.04	66.66	68.30	69.94
1x Sat. & Sun. Night & Graveyard Shift .....	\$41.30	\$42.34	\$43.38	\$44.42
1½x Sat. & Sun. Night & Graveyard Shift .....	61.95	63.51	65.07	66.63
2x Sat. & Sun. Night & Graveyard Shift .....	82.60	84.68	86.76	88.84
1x Monday to Friday Graveyard Shift .....	\$40.16	\$41.17	\$42.18	\$43.19
1½x Monday to Friday Graveyard Shift .....	60.24	61.75	63.27	64.78
2x Monday to Friday Graveyard Shift .....	80.32	82.34	84.36	86.38
1x Recognized Holiday Shift .....	\$51.62	\$52.92	\$54.22	\$55.52
1½x Recognized Holiday Shift .....	77.43	79.38	81.33	83.28
2x Recognized Holiday Shift .....	103.24	105.84	108.44	111.04

**SCHEDULE 3**  
**TABLE OF HOURLY WAGE RATES**  
**EFFECTIVE JANUARY 1, 1999**

		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
	<b>Day Shift</b>				
Mon.-Fri. ....	\$25.81	\$38.71	\$38.71	\$51.62	\$51.62
Saturday .....	33.04	49.56	49.56	66.08	66.08
Sunday .....	41.30	61.95	61.95	82.60	61.95
		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
	<b>Night Shift</b>				
Mon.-Fri. ....	\$32.52	\$48.78	\$48.78	\$65.04	\$48.78
Sat. & Sun. ....	41.30	61.95	61.95	82.60	61.95
		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
	<b>Graveyard Shift</b>				
Mon.-Fri. ....	\$40.16	\$60.24	\$60.24	\$80.32	\$60.24
Sat. & Sun. ....	41.30	61.95	61.95	82.60	61.95
		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
	<b>All Shifts Recognized Holidays</b>				
Mon.-Sun. ....	\$51.62	\$77.43	\$77.43	\$103.24	\$77.43



**SCHEDULE 3**  
**TABLE OF HOURLY WAGE RATES**  
**EFFECTIVE JANUARY 1, 2000**

	<b>Day Shift</b>	<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
Mon.-Fri. ....	\$26.46	\$39.69	\$39.69	\$52.92	\$52.92
Saturday .....	33.87	50.80	50.80	67.74	67.74
Sunday .....	42.34	63.51	63.51	84.68	63.51
	<b>Night Shift</b>	<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
Mon.-Fri. ....	\$33.33	\$49.99	\$49.99	\$66.66	\$49.99
Sat. & Sun. ....	42.34	63.51	63.51	84.68	63.51
	<b>Graveyard Shift</b>	<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
Mon.-Fri. ....	\$41.17	\$61.75	\$61.75	\$82.34	\$61.75
Sat. & Sun. ....	42.34	63.51	63.51	84.68	63.51
	<b>All Shifts Recognized Holidays</b>	<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
Mon.-Sun. ....	\$52.92	\$79.38	\$79.38	\$105.84	\$79.38

**SCHEDULE 3**  
**TABLE OF HOURLY WAGE RATES**  
**EFFECTIVE JANUARY 1, 2001**

		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
Mon.-Fri. ....	Day Shift \$27.11	\$40.66	\$40.66	\$54.22	\$54.22
Saturday .....	34.70	52.05	52.05	69.40	69.40
Sunday .....	43.38	65.07	65.07	86.76	65.07
		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
Mon.-Fri. ....	Night Shift \$34.15	\$51.22	\$51.22	\$68.30	\$51.22
Sat. & Sun. ....	43.38	65.07	65.07	86.76	65.07
		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
Mon.-Fri. ....	Graveyard Shift \$42.18	\$63.27	\$63.27	\$84.36	\$63.27
Sat. & Sun. ....	43.38	65.07	65.07	86.76	65.07
		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
Mon.-Sun. ....	All Shifts Recognized Holidays \$54.22	\$81.33	\$81.33	\$108.44	\$81.33

**SCHEDULE 3**  
**TABLE OF HOURLY WAGE RATES**  
**EFFECTIVE JANUARY 1, 2002**

		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
	<b>Day Shift</b>				
Mon.-Fri. ....	\$27.76	\$41.64	\$41.64	\$55.52	\$55.52
Saturday .....	35.53	53.29	53.29	71.06	71.06
Sunday .....	44.42	66.63	66.63	88.84	66.63
		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
	<b>Night Shift</b>				
Mon.-Fri. ....	\$34.97	\$52.45	\$52.45	\$69.94	\$52.45
Sat. & Sun. ....	44.42	66.63	66.63	88.84	66.63
		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
	<b>Graveyard Shift</b>				
Mon.-Fri. ....	\$43.19	\$64.78	\$64.78	\$86.38	\$64.78
Sat. & Sun. ....	44.42	66.63	66.63	88.84	66.63
		<b>Meal Period Worked</b>	<b>One Hour Shift Extension</b>	<b>Two Hour Coastwise Cruise Vessel Extension</b>	<b>Shift Extension Following A Meal Period</b>
	<b>All Shifts Recognized Holidays</b>				
Mon.-Sun. ....	\$55.52	\$83.28	\$83.28	\$111.04	\$83.28

## SCHEDULE 4 – DEFINITIONS

1. *Apron*: Open areas on dock. (Not to be confused with elevator aprons.)
2. *Car*: Railway freight cars of any type.
3. *Cargo*: Goods other than mail, baggage (including passengers' automobiles) or express, for transport by vessel (express loaded or discharged when employees are working the vessel will be considered cargo).
4. *Dock*: A wharf, a pier, a float, a vessel loading or unloading terminal, an anchorage.
5. *Heavy Lifts*: A lift(s) that cannot be safely and adequately handled by the equipment available on the site.
6. *Lift-Truck*: A materials handling vehicle of lifting type, automotive or electromotive powered.
7. *Lift-Truck Driver*: The operator of a lift-truck.
8. *Mechanized*: The application of any stationary or mobile machine to a cargo movement.
9. *Pallet*: A pallet board of any type for use with spreader bars, spreader hooks or slings, lift-trucks, tractors or pump jacks, and to include cylinder cages, tile pipe racks, food boxes, wheeled meat racks, dollies, or any other safe contrivance for supporting or containing cargo.
10. *Pile*: An accumulation, or accumulations, of cargo of any description on or off pallets in the shed or on the apron or dock.

*Inward Pile:* The pile to which inward cargo is taken from the stow.

*Outward Pile:* The pile, ready for loading on to a vessel.

11. *Place of Rest:* That place so indicated by the Employer where the cargo is to be placed (subject to the provisions of item 10 above). In the case of direct movement to or from cars, trucks or trailers or other vehicles, the place of rest will be the car, truck, trailer or vehicle floor (a load set down momentarily is not to be construed as being at rest).
12. *Pump Jack:* A manually operated lifting device.
13. *Shed:* Covered structure on a dock.
14. *Stow:* The placement or place of cargo in or on the vessel on or off pallets.
15. *Tractor or Jitney:* A vehicle used for towing or pushing.
16. *Truck:* Any vehicle other than a car used for the purpose of conveying cargo to or from ship loading terminals.
17. *Vessel:*  
*Coastwise Vessel:* A coastwise ship, a scow, a covered scow, a barge.

*Deepsea Vessel:* A deepsea vessel within the meaning of this Agreement shall be defined as any vessel, scow or barge, or any other waterborne carrier which, in the course of its current voyage, crosses a line drawn from Cape Flattery to Lat. 50° 00' N, Long. 130° 00' W, to Lat. 56° 00' N, Long. 138° 00' W to Cape Spencer, except as otherwise mutually agreed.

18. *Journeyman Tradesperson*: A Journeyman Tradesperson in a particular trade is a person who has completed the required apprenticeship training in that trade pursuant to the British Columbia Apprenticeship Act, or has completed equivalent training acceptable to the official Examining Board, and, in either case, has passed the officially prescribed examination.

For purposes of this Agreement the term “Journeyman Tradesperson” shall also include other persons whose qualifications in a particular trade are satisfactory to the Association member involved, and shall include such trades as:

Automotive Mechanical Repair  
Carpenter  
Heavy Duty Mechanic  
Industrial Electrician  
Machinist  
Millwright  
Painter  
Plumber  
Steamfitter and Pipefitter  
Welder

19. *Checking*: The tallying or piece counting and inspection for damage to cargo.
20. *Black Book*: The term “Black Book” as used in this Agreement shall mean the official record of the decisions and understandings reached from time to time by the Joint Industry Labour Relations Committee as defined in Article 3 hereof.

## **ADDENDA**

### **ADDENDUM 1 – RE BLACK BOOK**

The Parties shall review the Black Book and anything therein that is in conflict with this Agreement shall be null and void. Any question of conflict not resolved by the Parties shall be referred to the Job Arbitrator for resolution.

### **ADDENDUM 2 – RE UNDERSTANDINGS, ETC.**

With the exception of the rules and regulations referred to in Article 4, Section 4.01, Sub-section 3 hereof, all rules, understandings, Memoranda of Understanding, etc., not specifically contained in this Agreement or not attached to it by agreement of the Parties, shall be null and void and of no force nor effect.

### **ADDENDUM 3 – RE COST OF LIVING ALLOWANCE (COLA) – FOR THE YEAR 2002**

The Parties agree to the inclusion in the 1999–2002 Collective Agreement of a “cost of living allowance”, based on the following:

1. The cost of living allowance (COLA) shall be paid only if the Vancouver C.P.I. increases in excess of 2.5% for the period of January 1, 2002 to December 31, 2002.
2. In calculating the amount due, if any, to each employee the following formula shall apply:

Increase in Vancouver C.P.I.  
(rounded to the nearest 1¢)

$$2.6\% = 0.1\% \times \$27.11 = 3\text{¢}$$

$$2.7\% = 0.2\% \times \$27.11 = 5\text{¢}$$

$$2.8\% = 0.3\% \times \$27.11 = 8\text{¢}$$

$$2.9\% = 0.4\% \times \$27.11 = 11\text{¢}$$

$$3.0\% = 0.5\% \times \$27.11 = 14\text{¢}$$

$$3.1\% = 0.6\% \times \$27.11 = 16\text{¢}$$

$$3.2\% = 0.7\% \times \$27.11 = 19\text{¢}$$

$$3.3\% = 0.8\% \times \$27.11 = 22\text{¢}$$

$$3.4\% = 0.9\% \times \$27.11 = 24\text{¢}$$

$$3.5\% = 1.0\% \times \$27.11 = 27\text{¢} \quad (\text{and so on})$$

3. The amount produced by the formula contained in #2 will be multiplied by the number of hours worked by each employee in the calendar year January 1, 2002 to December 31, 2002 and paid as a one time lump sum payment.
4. The lump sum payment shall be paid no later than March 31, 2003.

MEMORANDUM OF UNDERSTANDING  
RE OTHER MATTERS

1. *Squamish Woodfibre Document*

Problems identified by the Parties at negotiations related to this document are referred to the newly structured Despatch Committee for resolution, and this Committee will be empowered to consider such suggestions as advancing despatch time for Squamish to 3 p.m. and/or designating a complement of employees sufficient to service the requirements of that port in addition to the regular work force, which complement will have prior claim to work in that port but will not be eligible for travel allowances except to Woodfibre from Squamish. All other employees despatched from Vancouver will receive the appropriate travel allowances.



2. Except where specifically noted, all amendments to this Agreement shall become effective as of Nov. 18, 1999, unless otherwise specified.

### 3. *Medical Examinations*

This will confirm that the current practice with respect to the provision of annual medicals by some Member Companies for employees assigned to handle specific hazardous commodities on a regular and continuing basis shall be continued.

Medical examinations will be provided by the Employer to employees assigned to the handling of hazardous commodities on a regular and continuing basis when the Employer, the Association and the Union mutually agree to the requirement for such a medical.

4. The Association undertakes to respond to pay claim(s) within sixty (60) days from the date of receipt of such pay claim(s). The time limit for responding to pay claims may be extended by joint agreement.

## **DURATION – NOTICES**

### **DURATION:**

This Agreement shall be effective from January 1, 1999, and shall remain in force and effect until December 31, 2002, and from year to year thereafter unless either Party gives notice in writing to the other Party not less than four months prior to December 31, 2002, or December 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 within fifteen (15) days after receipt of such notice for the purpose of negotiations.

## NOTICES:

All notices required by this Agreement to be given by either Party to the other shall be given in writing and shall be given by delivering same to the Head Office of either Party, or if no such Head Office, then by registered mail postage prepaid at the local General Post Office addressed as follows:

*British Columbia Maritime Employers Association,  
500-349 Railway Street,  
Vancouver, B.C. V6A 1A4*

and the

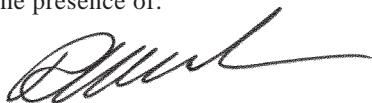
*International Longshore and  
Warehouse Union – Canada  
#020 - 1880 Triumph Street,  
Vancouver, B.C. V5L 1K3*

This page together with the preceding pages shall comprise the Collective Agreement hereby executed.

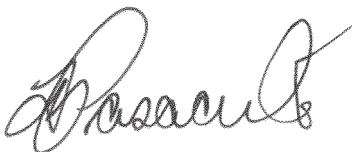
IN WITNESS WHEREOF the Parties have hereunto caused their Official Seals to be affixed.

SIGNED, SEALED AND DELIVERED:

In the presence of:



(Signed)



(Signed)

As to the British Columbia Maritime Employers Association on its own behalf and on behalf of its members, herein defined as the "Association".



(Signed)



(Signed)

As to the International Longshore and Warehouse Union – Canada, herein defined as the "Union".

## NOTES

## NOTES

## NOTES

## NOTES

## NOTES



