

SOURCE	COMP
EFF.	2005/06/01
TERM	2008/05/31
No. OF EMPLOYEES	10
NOMBRE D'EMPLOYÉS	10

**BETWEEN:**

**NANAIMO PORT AUTHORITY**

a body corporate, hereinafter called the "Employer"

**OF THE FIRST PART**

**AND:**

**INTERNATIONAL LONGSHORE AND WAREHOUSE UNION,  
LOCAL 517 (C.L.C.)**

hereinafter called the "Union"

**OF THE OTHER PART**

**RECEIVED**  
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## **ARTICLE 1 - SCOPE**

**1.01** The following rules and rates of pay shall, insofar as the Employer has the right to agree thereto, govern the service of the employees on whose behalf the Union has the right to bargain within the limits of the Nanaimo Port Authority's jurisdiction, as defined in the Order of the Canada Labour Relations Board dated the 5th day of June, 1990.

### **1.02 Definitions**

The term "employee" as used in this Agreement shall apply to persons employed on a full time or part time basis in a position covered by the Union's Certificate of Bargaining Authority.

"Full time employee" - a person employed in a position covered by the Union's Certificate of Bargaining Authority who has completed the probationary period and who is regularly scheduled to work a minimum of thirty-five (35) hours per week on a continuous basis throughout the year.

"Part time employee" - a person employed in a position covered by the Union's Certificate of Bargaining Authority who has completed the probationary period and who is regularly scheduled to work a minimum of twenty-one (21) hours per week on a continuous basis throughout the year.

**1.03** Full time employees shall not have their normal hours of work reduced by the assignment of work to excluded employees (i.e. casual employees and summer/seasonal employees).

**1.04** It is not the Employer's present intention to contract out work normally done by members of the bargaining unit. If circumstances change, the Employer agrees to confer with the Union at least sixty (60) days, where possible, prior to contracting out.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.01** Subject to the provisions of this Agreement, the management and operation of the Authority shall be vested exclusively in the Employer and shall include the right to structure and direct the working forces; to hire, classify, transfer, promote, demote, and lay off employees; to discipline or discharge employees for just cause; to assign jobs and to increase and decrease the working forces; and to make rules and regulations that are not inconsistent with the terms of this Agreement.

## **ARTICLE 3 - GENERAL**

**3.01** (a) All existing employees of the Employer covered by this Agreement, who, at the date of ratification of this Agreement, are members of the Union shall remain members in good standing of the Union as a condition of employment.

- (b) New employees shall, within one month from the date of employment, become members of the Union and continue in good standing as a condition of employment.
- 3.02 There shall be no discrimination against employees covered by this Agreement by either the Employer or the Union.
- 3.03 The Employer agrees that the Union shall be allowed the use of the notice boards located in the administration office coffee room and in the maintenance room on the lower level for posting of Union notices relating to recreational and social activities of the Union, notices of meetings and agendas, job postings and vacancies and notice of Union elections. A copy of any such notices must be provided by the Union to the Employer before posting.
- 3.04 The Union shall notify the Employer in writing of the name of the employee selected as shop steward. The Employer will acquaint new employees with the fact that a Collective Agreement is in effect and the name of the shop steward.
- 3.05 Where the Employer alters the duties of a job classification and the employee so requests, the Employer will meet with the employee and the shop steward to discuss the changes.

#### **ARTICLE 4 - TIME OFF FOR UNION REPRESENTATIVE**

- 4.01 Time off without loss of pay shall be granted to the employee representative when meeting with the President and CEO or his designated representative on matters concerning the application or administration of this Agreement.
- 4.02 Subject to the operational requirements of the Employer, time off without pay may be granted by the Employer to the Union representative to attend meetings, conventions, workshops, etc. pertaining to labour matters directly affecting the Union, provided that one (1) week's written notice is given to the Employer of the reason for, the date and the duration of such time off.
- 4.03 Except as dictated by operational requirements, no member (other than those on regular shift work) shall be expected to work past 1600 hours on the regular monthly meeting nights of the Union. The Union agrees that the regular monthly meetings for employees covered by this Collective Agreement shall be on the same night as the meetings of other longshore locals having jurisdiction within the Nanaimo Port Authority boundaries. The Union will supply the Employer in advance with the dates of such regular monthly meetings.
- 4.04 The Union shall designate a maximum of two (2) employees as shop stewards and the Employer will be notified in writing of the names of such employees immediately upon their appointment.

## ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.01 The Union and its members will be governed by the provisions of the *Canada Labour Code* in regard to strikes, work stoppages or slowdowns.
- 5.02 The Employer will be similarly governed by the provisions of the *Canada Labour Code* in regards to lockouts.
- 5.03 Employees shall not normally be deemed to have abandoned their positions in the event that they are prevented from crossing a legal picket line established in the immediate area of the Employer's property.

## ARTICLE 6 – VACANCIES

- 6.01 (a) In the event that there is a vacancy in a regularly established position within the bargaining unit which the Employer requires to be filled or a new position is established within the scope of this Agreement a bulletin showing the rate of pay, effective date and classification shall be posted for ten (10) working days in places accessible to all employees. Employees desiring such positions shall forward an application, including details of related experience, to the designated representative of the Employer within the ten (10) days specified in this provision.

This provision shall not apply in respect of vacancies occurring due to illness, injury or other authorized leave of absence.

- (b) Employees on vacation or absent due to sickness, accident or authorized leave of absence when the job is posted and who return to active employment within a period of three (3) weeks from the date of the posting shall be entitled to apply for the posted position within forty-eight (48) hours after their return. This provision shall not interfere with the filling of such a position during the interim period.

- 6.02 In the filling of positions within the bargaining unit posted in accordance with Article 6.01 above, the Employer will give preference to applications from employees covered by this Agreement provided the employee possesses the required skill, ability and qualifications to competently and efficiently perform the work. Where the **skill**, ability, qualifications, competency and efficiency of two or more employees are equal, seniority shall be the determining factor. Where there are no successful internal applicants, the Employer may hire whomever it chooses from amongst the outside applicants.
- 6.03 An employee successfully posting into a different position in accordance with this provision shall be given a maximum trial period of thirty (30) working days in which to prove his or her competence. If, during the trial period, the employee is found to be unsatisfactory the employee shall be returned to his or her former position.
- 6.04 An employee assigned by the Employer on a temporary full time basis to perform the functions of a higher rated job classification shall receive the rate of pay appropriate to that classification.

**ARTICLE 7 - BENEFIT PLAN**

7.01 The Employer shall continue to make available to full time employees who have completed their probationary period the existing health and welfare plan which provides as follows:

Medical Services Plan	as provided by the Province of British Columbia
Extended Health	Healthguard Insurance, supplement to the Medical Services Plan of British Columbia, including vision care for each employee or member of the employee's immediate family to a maximum benefit of two hundred dollars (\$200.00) every two (2) years
Healthguard Dental Plan	<del>Part A</del> (Basic): 100% <del>Part B</del> (Restorations): 80% Part C (Orthodontics): 60%
Group Life Insurance	at least equal to two and one-half (2-1/2) times basic annual earnings (max. \$300,000)
Accidental Death and Dismemberment	at least equal to two and one-half (2-1/2) times basic annual earnings (max. \$300,000)
Weekly Indemnity	66.7% of the first \$500 of normal weekly earnings and 50% of the balance. Maximum \$575 per week. Payments to eligible employees to commence the 15th day in the event of disability for a maximum period of 15 weeks.
Long Term Disability	75% of basic monthly earnings to a maximum of \$2,500 per month. Payments to eligible employees to commence following a 4 month waiting period.  The Employer will arrange for a plan which provides benefits to an employee who is unable to work at his/her own occupation for twenty-four (24) months from date of disability and unable to work at any occupation thereafter. Both work related and non-work related disabilities will be covered.

7.02 All existing full time employees who have completed the probationary period may join the Plan on the first day of the month following the execution of this Agreement. New employees and existing employees who have not yet completed the probationary period

will be eligible to participate in the health and welfare plan on the first day of the month following successful completion of the probationary period.

- 7.03 All eligible employees participating in the Plan shall complete a Premium Deduction Authorization Form with respect to the B.C. Medical, group life insurance and accidental death and dismemberment insurance, extended health, weekly indemnity, long term disability and dental premiums payable by the employee.

Enrolment in the Plan or any portion of the Plan is not completed until the employee has signed any required Premium Deduction Authorization, filled out an application form and the insurer has confirmed acceptance of the application.

- 7.04 The premium cost of the benefit coverage set out under Article 7.01 above will be shared by the Employer and the eligible employees as follows:

- (i) the premiums for coverage under the B.C. Medical Services Plan shall be paid
  - eighty percent (80%) by the Employer and twenty percent (20%) by the employee;
  - effective January 1, 1998 - eighty-five percent (85%) by the Employer and fifteen percent (15 %) by the employee;
- (ii) the premium required for coverage under the extended health, group life insurance and accidental death and dismemberment insurance, long term disability and dental plans shall be paid:
  - eighty percent (80%) by the Employer and twenty percent (20%) by the employee;
  - effective January 1, 1998 - eighty-five percent (85%) by the Employer and fifteen percent (15%) by the employee;
- (iii) the employee shall pay one hundred percent (100%) of the premiums required for coverage under the weekly indemnity plan.

- 7.05 The Union recognizes that the Employer's obligation is restricted to making a plan available and paying the premiums required by Article 7.04 above. Eligibility for and/or entitlement to any of the benefits outlined in Article 7.01 shall be governed by the terms and conditions of the Plan itself. Disputes about such matters shall be between the employee and the insurer and will be resolved in accordance with the Plan itself and not arbitrated under the Collective Agreement.

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the Employer has any direct responsibility for ensuring that all requirements for eligibility, coverage or benefit entitlement are met by the employee beyond the obligations specifically stipulated in this Agreement.



- 7.06 The Union will be provided with a copy of the Plan documents as well as any modifications or changes to the Plan which may be made from time to time by the carriers.

## **ARTICLE 8 - SENIORITY**

- 8.01 Each new employee will be considered probationary and will not be placed on a seniority list until he/she has worked for the Employer for a minimum of four (4) calendar months, which may be extended a further two (2) months at the discretion of the Employer. Upon completion of the probationary period, seniority shall count from the commencement date of the employee's employment.
- 8.02 An employee not having seniority rights may be terminated at the sole discretion of the Employer.
- 8.03 Seniority for the purposes of this Agreement is to be from the date of last entry into the Employer's service except as otherwise provided in Section 8.01.
- 8.04 A seniority list of all employees covered by this Agreement shall be posted as soon as possible after the effective date of this Agreement and annually thereafter, not later than January 31st of each year. The seniority list shall contain the following information:
- (i) the employee's name;
  - (ii) the employee's position; and
  - (iii) the date of last entry into the service of the Employer in any of the positions covered by this Agreement.

Copies of the seniority list shall be furnished to the local officers of the Union. It is agreed that the seniority list as posted shall be open for correction for a thirty (30) day period and will thereafter be deemed accepted for all purposes of this Agreement.

## **ARTICLE 9 - CHECK OFF**

- 9.01 The Employer agrees to deduct Union initiation fees and dues from the wages of each regular employee following thirty (30) days of employment and to forward the monies so collected to the Union, once monthly, together with a list of employees and the amounts deducted. The Employer agrees payment shall be forwarded to the Union no later than fifteen (15) days following the month for which deductions have been made.
- 9.02 The Union agrees to inform the Employer of all such initiation fees and dues and to supply the Employer with all documents which are required to be signed by employees in respect of the deduction of Union fees or dues.
- 9.03 All employees shall be required to sign a written Authorization for the check off of Union fees and dues.

9.04 Notwithstanding any provisions contained in this Article there shall be no financial responsibility on the part of the Employer for fees or dues of an employee unless there are sufficient unpaid wages of the employee in the Employees possession.

**ARTICLE 10 - GRIEVANCE PROCEDURE**

10.01 (a) Any individual employee or group of employees or the Union or the Employer shall have the right at any time to file a grievance concerning the interpretation, application, operation, or any alleged violation of the terms of this Agreement. Pending the investigation and settlement of any grievance, work shall continue to be performed.

(b) All grievances must be filed within ten (10) working days of the event giving rise to such grievance. Grievances must be submitted in writing, outlining the issue, date of occurrence and any other additional pertinent information.

10.02 Subject to Article 10.03, all grievances filed in accordance with Article 10.01(b) shall proceed through the following steps:

STEP	REPRESENTING THE EMPLOYEE	REPRESENTING <b>THE EMPLOYER</b>
1	Union Representative and Aggrieved	Supervising Manager
2	Union Representative	President and <b>CEO</b> or Designate
3	Arbitration	

10.03 Any grievance concerning the discharge of an employee shall commence at step two (2) of the grievance procedure outlined in Article 10.02.

- 10.04 (a) Decisions at step one (1) shall be rendered in writing within ten (10) working days after the grievance is filed.
- (b) Failing satisfactory settlement at step one (1) a meeting shall be held between the Union representative and the President and CEO or his designate and a decision shall be rendered in writing within ten (10) working days of that meeting.
- (c) Failing settlement at step two (2) the aggrieved party may submit the dispute to arbitration by notice in writing to the other party within ten (10) working days of the written decision at step two (2).
- (d) Grievances not processed to a subsequent step of the grievance procedure in accordance with the time limits set out herein shall be deemed settled on the basis of the decision in the last step to which the grievance was carried.

- (e) The time limits set out in the grievance procedure may be extended by mutual agreement between the parties.

10.05 In the event a dispute is submitted to arbitration in accordance with Article 10.04(c), the Union and the Employer shall select a single Arbitrator from the following list:

Donald R. Munroe  
Allan Hope  
Steven Kelleher  
Bruce Greyell

In the event none of the Arbitrators is available to hear the matter within a mutually acceptable time frame the dispute may be submitted to such other arbitrator as may be mutually agreed to by the Employer and the Union.

10.06 The findings of the Arbitrator shall be final and binding on both parties. The Arbitrator is not authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement. Powers of the Arbitrator shall be limited strictly to the application and interpretation of this Agreement as written.

10.07 The Arbitrator shall devote such time as is necessary to discharge his duties and responsibilities and shall be paid at a rate and upon a basis to be agreed upon between the Arbitrator and the parties. Fees and expenses incurred by the Arbitrator shall be borne equally by the Union and the Employer.

## **ARTICLE 11 - CONDUCT AND DISCIPLINE**

- 11.01 (a) Where an employee is discharged or suspended, the Employer shall, within three (3) working days of the discharge or suspension, provide the employee with reasons in writing.
- (b) The employee shall receive a copy of any disciplinary report entered on the employee's personnel file and will be advised **of** any oral warning which is to be recorded on his/her file. An employee who wishes to review his or her personnel file may do so no more than once a year in the presence **of** the President and CEO at a mutually convenient time.
- (c) The Union will provide the Employer with a copy of any registered complaints by their members, concerning the Employer or its servants.
- 11.02 Except in the case of a probationary employee who may be terminated without notice by the Employer, an employee may file a grievance for alleged unjust discharge or suspension.
- 11.03 An employee shall have the right to have his/her shop steward present at any disciplinary meetings with the Employer.

**11.04** In determining appropriate disciplinary action the Employer shall not consider prior discipline which pre-dates by two (2) years or more the date of the current offence provided that there has been no other discipline during that two (2) year period and provided further that the current offence is unrelated to the offence for which the prior discipline was issued.

## **ARTICLE 12 - RECOGNIZED HOLIDAYS**

**12.01** 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 other holidays instituted and recognized by Federal and Provincial Governments shall be Recognized Holidays.

Subject to operational requirements, normal work shall cease at 12 noon on the last working days prior to December 25th and January 1st and the employees shall be paid for their full shift on those days.

**12.02** Except as otherwise provided herein, an employee shall have his/her salary continued for any of the above named Recognized Holidays not worked provided the employee has qualified for holiday pay as follows:

- (i) the employee is entitled to wages for at least fifteen (15) days of the thirty (30) days immediately preceding the Recognized Holiday; and
- (ii) the employee has worked on his/her regularly scheduled shift immediately prior to the Holiday and on his/her regularly scheduled shift immediately after the Holiday.

**12.03** When a Recognized Holiday falls on the first or second day of rest, the Holiday shall be observed on:

- (i) the working day immediately preceding or following the Recognized Holiday; or
- (ii) by mutual arrangement between an employee and the Employer on any other suitable day.

**12.04** An employee required to work on a Recognized Holiday shall be paid, in addition to his/her regular salary, a rate of time and one-half (1½) straight time rates for the shift worked on such Holiday.

**12.05** An employee scheduled for work on any of the above Holidays, but who *fails* to report will not be entitled to holiday pay in accordance with this section.

**ARTICLE 13- VACATIONS**

**13.01** Annual vacation with pay shall be granted employees and will be based on continuous service with the Employer.

**13.02** Vacation entitlement shall be as follows:

Completed Years of Service	Annual Entitlement
1 year	2 weeks
2- 6 years	3 weeks
7 – 14 years	4 weeks
15 – 24 years	5 weeks
25 years or more	6 weeks

**13.03 (a)** Pay for the vacation entitlement set out in Article **13.02** above shall be at the rate **of** two percent (2%) of the employee’s annual earnings for the year for which he/she is receiving a vacation for each week of vacation entitlement. Annual earnings for the purposes of this Agreement shall mean an employee’s regular wages and any overtime pay received.

**(b)** An employee’s vacation time may be reduced, by the employee, by one-twelfth **(1/12)** for each full month that the employee is **off** work due to W.C.B., W.I., L.T.D. or in accordance with Article **16.01**. For the purposes of this clause ”month” shall be defined as a calendar month or as any consecutive thirty **(30)** day period.

**13.04** An employee is entitled to vacation leave with pay upon the completion of each successive year of employment. An employee who has completed **six (6)** months **of** continuous employment may receive an advance of one **(1)** week **of** vacation leave with pay before the completion of the vacation year.

**13.05** In the event of termination of employment the Employer shall recover from the employee an amount equivalent to any unearned vacation taken by the employee in accordance with Article 13.03, and such amount may be withheld from any monies owed to the employee.

**13.06** Applications for annual vacation shall be submitted by the employees to the Employer no later than February 1st of each year and will be allocated by the Employer no later than March 1st of each year. Subject to operational requirements, vacations will be allocated insofar as possible in accordance with employee preference.

**13.07** All vacations must be taken in the year in which they are earned and cannot be accumulated from year to year.

**ARTICLE 14 - SICK LEAVE**

- 14.01** Effective the date of this contract the Employer will allow one and one-quarter (1%) days of sick leave with full pay per month worked. Such sick leave may be accumulated from month to month to a maximum of fifteen (15) days. In order to qualify for sick leave credit in any month, an employee must be in receipt of wages for at least ten (10) days.
- 14.02** Sick leave is to be used in the event that the employee is unable to work as a result of illness or injury. If requested by the Employer, a doctor's certificate must be supplied by the employees in respect of any illness of three (3) or more working days or where the Employer perceives that a pattern of absence is developing.
- 14.03** It is just cause for dismissal if an employee submits a false claim under this Article.

**ARTICLE 15 - BEREAVEMENT LEAVE**

- 15.01** When death occurs in an employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister or an employee's grandparents or grandchildren), the employee, upon request, will be allowed up to three (3) days off with pay in the five (5) consecutive days following the date of death. If the funeral does not take place within the five (5) consecutive days following the date of death, the employee will be permitted an additional day off with pay on the day of the funeral for the purposes of attending the funeral.

Where the funeral is in excess of five hundred (500) miles from the Employer's site, an employee shall be entitled to an additional two (2) consecutive days, in conjunction with the initial three (3) days, leave with pay as a travel time allowance.

The employee shall only be paid for the shifts which he/she is scheduled to work on those days referred to in the paragraphs above.

- 15.02** Upon request, employees shall be permitted up to an additional five (5) days of unpaid leave for the purposes of bereavement, to be taken in conjunction with the days off identified in Article 15.01.

**ARTICLE 16 - MISCELLANEOUS LEAVE**

**16.01 Leave Without Pay**

Subject to operational requirements, the Employer may approve a leave of absence without pay and without loss of seniority on written application by the employee setting out good and sufficient cause for the request. The decision to approve the leave and the length of the leave permitted shall be totally within the Employer's discretion.

**16.02 Court Leave**

- (a) All time lost by an employee on a scheduled work day due to necessary attendance on jury duty or as a subpoenaed witness in any Court proceeding shall

be paid at the rate of pay applicable to the said employee. Once an employee is released from jury or witness duty, he shall, subject to the seniority provisions of the Agreement, be returned to the job classification and pay rate he was on prior to such duty.

- (b) All jury pay or witness payments received by the employee from the Court or otherwise shall be reimbursed to the Employer. Any employee on jury duty or subpoenaed as a witness shall make himself available for work before or after being required for jury duty or as a witness wherever practical.
- (c) Time spent by an employee required to serve as a Court witness at the request of the Employer in any matter arising out of their employment, shall be considered as time worked at the appropriate rate of pay.

### **16.03 Leave for Employees with Child Care Responsibilities**

- (a) Leave for employees with child care responsibilities to be granted in accordance with the provisions of the *Canada Labour Code*.
- (b) An employee may use up to five (5) days of accumulated sick leave for paternity leave at a time mutually agreeable between the Employer and the employee within one (1) month of the date of birth. It is understood that the paternity leave is to be taken as full days, and not in portions thereof.

### **16.04 Absence Without Leave**

- (a) In the event an employee is to be absent for any reason, the Employer must be notified prior to the time of commencement of work that day.
- (b) An employee absent from duty without leave for a period of three (3) consecutive days shall be deemed to have abandoned his position.

### **16.05 Family Responsibility Leave**

An employee may be permitted up to three (3) days of unpaid leave during each employment year to meet responsibilities related to the care, health or education of a child or other member of the employee's immediate family as defined in Article 15.01. Requests for such leave should be submitted in writing to the employee's immediate supervisor at least forty-eight (48) hours prior to the requested leave dates except in cases of emergency.

## **ARTICLE 17 - OVERTIME**

17.01 An employee shall work overtime when so required by the Employer subject to the provisions contained in this Agreement.

17.02 (a) All time worked in excess of the regular work shift will be paid for at time and one-half (1%) the employee's hourly rate of pay.

- (b) All time worked on the sixth consecutive day of an employee's scheduled work week will be paid for at time and one-half (1½) the employee's hourly rate of pay.
  - (c) All time worked on the seventh consecutive day of an employee's scheduled work week will be paid for at double time (2x) the employee's hourly rate of pay.
- 17.03 No employee shall be worked more than five (5) consecutive hours without a meal period unless necessitated by operational requirements.
- 17.04 In the event an employee's scheduled overtime work requires work beyond a second meal period, the employee will be entitled to a one-half (½) hour unpaid meal break and the Employer will provide a meal allowance of twelve dollars (\$12.00).
- 17.05 Call-Back Overtime is overtime which is not either immediately before or immediately after the employee's regularly scheduled shift. Call-Back Overtime shall be paid at the following rates:
- |   |  |
|---|--|
| On a Scheduled Work Day   | Time and one-half (minimum 4 hours at overtime rate) |
| Sunday and Recognized Holidays that are not Scheduled Work Days | Double time (minimum 4 hours at overtime rate)       |
- 17.06 Overtime will be distributed as equitably as possible amongst the employees, first in the department, and then throughout the bargaining unit.
- 17.07 No overtime shall be worked without prior approval of the Employer except for emergency callouts in which case every reasonable effort will be made by the employee to contact a supervisor or manager before working the overtime.

## **ARTICLE 18 - HOURS OF WORK**

- 18.01 (a) The normal work week shall consist of thirty-five (35) hours of work.
- (b) The normal work day shall consist of seven (7) hours exclusive of a one (1) hour unpaid lunch break.
- 18.02 **Work Schedules**
- (a) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the number of employees required to provide the services and shall assign work schedules accordingly.
  - (b) The hours of work for office employees will be scheduled by the Employer between the hours of 8:00 a.m. to 5:00 p.m., Monday to **Friday**.
  - (c) The hours of work (including shifts and daily starting times) for all other employees will be established by the Employer on a weekly basis and will not



normally be changed during a week except due to the absence of another employee.

- 18.03** No employee shall be required to work more than twelve **(12)** hours in any twenty-four **(24)** hour period except in the case of emergency.
- 18.04** Employees shall be given two (2) fifteen **(15)** minute coffee breaks per day.
- 18.05** The Employer shall have the right to introduce ten **(10)** or twelve **(12)** hour shifts at straight time rates. Should the Employer decide to introduce such shifts the specifics shall be discussed with the Union and outlined in a Letter of Understanding between the Union and the Employer.

## **ARTICLE 19 - LAY-OFFS AND RECALLS**

- 19.01** In the event of lay-off, employees shall be laid off in the reverse order of seniority provided the remaining employees have the qualifications and present ability to efficiently perform the work required.
- 19.02** Employees shall be recalled in order of seniority provided the senior employee has the qualifications and present ability to efficiently perform the work required. It is understood that an employee who is full time at time of lay-off is entitled to be recalled to a full time position, whereas an employee who is part time at time of layoff is only entitled to be recalled to a part time position. Full time employees will also be offered available part time positions provided the full time employee has the seniority, the qualifications and present ability to efficiently perform the work required.
- 19.03** No new full time or part time employees shall be hired until those laid off have been given an opportunity of recall in accordance with Article **19.02** above.
- 19.04** An employee who has been laid off and is subject to recall must ensure that the Employer has a current telephone number and address for purposes of recall. Failure on the part of the employee to provide this information will result in the employee forfeiting his right to grieve a recall out of seniority.
- 19.05** An employee laid off for a period of one **(1)** year or more shall lose all rights of seniority and of recall.
- 19.06** Wherever possible, an employee will be provided with two **(2)** weeks' notice of a scheduled layoff.
- 19.07** (a) If an employee who has been covered by the health and welfare plan is laid off or on leave of absence the employee's coverage under the Plan shall continue until the end of the month in which the lay-off or authorized absence occurred.
- (b) In the event that an employee's health and welfare plan coverage lapses in accordance with Article 19.07(a) above, the Employer agrees to pay the full cost of the premium for MSP coverage for a period of three **(3)** months from the first day of the month following the lay-off or authorized absence. Upon returning to

work or upon severance of the employment relationship (whichever first occurs) the employee shall be required to reimburse the Employer for the full cost of the above-stated premiums paid on his behalf. The Employer shall not be obligated to continue payment of the MSP premium unless the employee has a monetary credit with the Employer and the employee has signed a written authorization permitting the deduction of all premiums paid on his behalf from any wages or other monies owing.

- (c) When an employee returns to work after a lay-off or authorized absence the employee shall be reinstated to coverage under the Plan effective the first day of the next calendar month following his return provided that the employee is still employed on the first working day of that month.

## **ARTICLE 20 - SEVERANCE PAY**

- 20.01 (a) Employees who have one (1) year or more of continuous employment and who are terminated by the Employer for any reason other than dismissal for just cause or are laid off for a period in excess of two (2) weeks are entitled to claim severance pay calculated as follows:

Severance pay equals the amount obtained by multiplying two (2) weeks' pay at the date of termination by the number of completed years of continuous employment to a maximum of twenty-six (26) weeks' severance pay.

- (b) If an employee on lay-off in excess of two (2) weeks claims severance pay that employee shall be struck from the recall list.

### **20.02 Retirement**

On retirement, an employee who has completed ten (10) years or more of continuous employment is entitled to severance pay equal to the amount obtained by multiplying one-half (½) of the employee's weekly rate of pay at the date of retirement by the number of completed years of continuous employment.

For the purposes of this clause, retirement means **age** fifty-five (55) or older and a completed application for pension benefits under the Pension Plan For Union Employees has been made.

## **ARTICLE 21 - TECHNOLOGICAL CHANGE**

- 21.01 Where the Employer is contemplating a significant change in the work force due to technological change and where the terms and conditions or security of employment of a significant number of employees in the bargaining unit is likely to be affected, the Employer will give the Union notice of the technological change one hundred and twenty (120) days prior to the date on which the technological change is to be effected.

- 21.02 After notice has been given, the Employer and the Union shall meet to discuss the change, its impact upon the affected employees and the feasibility of retraining or placement options.

**ARTICLE 22 - EMPLOYEE MANAGEMENT COMMITTEE**

22.01 An Employee/Management Committee shall be established consisting of two (2) employee representatives and two (2) Employer representatives. Such Committee shall meet as required at a mutually agreeable time and place. An Employer representative and an employee representative shall alternate in chairing the meetings. The Employee/Management Committee shall be concerned with the promotion of sound employee/management relationships.

Such Committee shall meet at least once per month provided that the agenda shall be set a minimum of one (1) week in advance. If neither party has an agenda item the meeting will be cancelled.

**ARTICLE 23 - PROFESSIONAL DEVELOPMENT**

- 23.01 (a) It is the employee's responsibility to remain technically competent to perform the functions and duties of his position.
- (b) Where changes occur within an employee's job classification such that the Employer requires that the employee undertake additional training, the Employer will provide that training and the Union will cooperate with the Employer with respect to such training.
- (c) The Employer encourages the employees to pursue professional development so that both will benefit from the improvement to the employee's skills. The Employer may offer financial assistance with respect to tuition and/or course material for a course approved by the Employer and directly related to employment. The decision to offer financial assistance and the extent of that assistance is totally at the Employer's discretion.

**ARTICLE 24 - CLASSIFICATIONS AND WAGES**

- 24.01 The classifications and hourly wage rates are set out in Schedule "A" attached hereto and forming part of this Agreement.
- 24.02 An allowance of up to a maximum of one hundred and fifty dollars (\$150.00) per year will be provided for the purchase of CSA approved work shoes as determined by the Employer upon the submission of appropriate receipts and return of any used work shoes. An employee may elect to combine this allowance over any consecutive two (2) years to make a purchase of more expensive work shoes.
- 24.03 An allowance of one hundred (\$100.00) dollars per year will be provided to wharfingers and maintenance employees for the purchase of work pants and/or shorts. The style and colour of the shorts and/or pants shall be determined by the Employer. Receipts for the shorts and/or pants are to be submitted to the Employer.

**ARTICLE 25 - PENSION PLAN**

- 25.01 Employees who have completed the probationary period shall be eligible to participate in the Nanaimo Port Authority Pension Plan for Union Employees (the "Pension Plan").
- 25.02 It is understood that the Pension Plan does not form part **of** this Collective Agreement and that any disputes concerning the Pension Plan are to be resolved in accordance with the plan itself and not arbitrated under the Collective Agreement.
- 25.03 A Pension Committee shall be established comprised of one (1) bargaining unit representative and one (1) Employer representative. The Pension Committee shall meet at least once annually, or more frequently by agreement of its members, in order to review pension information.

**ARTICLE 26 - AGREEMENT RE-OPENER**

- 26.01 This Agreement may be amended by mutual consent.

**ARTICLE 27 - DURATION**

- 27.01 The Agreement shall become effective on June 1, 2005 and shall remain in effect for thirty-six (36) months terminating on May 31, 2008.

**ARTICLE 28 - NOTICES**

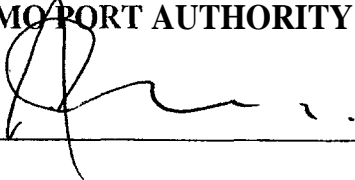
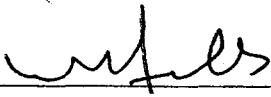
- 28.01 All notices required by this Agreement to be given by either party shall be given in writing and shall be given by delivering same to the Head Office **of** either party, or if no such Head Office, then by registered mail postage prepaid at the local General Post Office addressed as follows:

Nanaimo Port Authority  
104 Front Street  
Nanaimo, B. C.  
V9R 5J3

International Longshore and  
Warehouse Union,  
Local 517  
Suite 150 - 111 Victoria Drive  
Vancouver, B. C.  
V5L 4C4


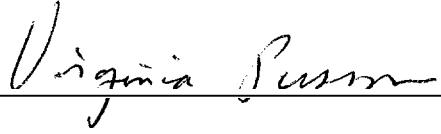
On behalf of

**NANAIMO PORT AUTHORITY**

  
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On behalf of

**INTERNATIONAL LONGSHORE &  
WAREHOUSE UNION, LOCAL 517**

  
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Signed the 19<sup>TH</sup> day of AUGUST, 2005.

**SCHEDULE "A"**  
**HOURLY WAGE RATES**

	<u>Classification</u>	June 1, 2005 (2.5%)	June 1, 2006 (2.5%)	June 1, 2007 <b>(2.75%)</b>
1.	Receptionist Clerk Typist Wharfinger General Maintenance Person	19.08	19.56	20.10
2.	Office Secretary	21.56	22.10	22.71
3.	Accounting Clerk Costing Clerk Patrol Officer	23.20	23.78	24.43
4.	Senior Maintenance Person	24.57	25.18	25.87
5.	Senior Patrol Officer	26.75	27.42	28.17

**LETTER OF UNDERSTANDING NO. 1**

BETWEEN:

**NANAIMO PORT AUTHORITY**

hereinafter called the "Employer"

AND:

**INTERNATIONAL, LONGSHORE AND WAREHOUSE UNION,  
LOCAL 517 (C.L.C.)**

hereinafter called the "Union"

**Re: Pension Plan**

The parties hereby agree to the following:

1. Amend current benefit to provide for retirement at age sixty (60) with unreduced pension provided employee complies with Rule of 80 [years of service plus age = 80].
2. For employees who do not meet Rule of 80, retirement can occur at age sixty (60) but pension is reduced by two percent (2%) per year [currently four percent (4%)] to age sixty (60).
3. Retirement before age sixty (60) - pension at actuarial equivalent.
4. Effective January 1, 1997, contribution holiday by both the employer and employee until May 31, 1999. Thereafter, cost of funding pension plan (i.e., pension contribution) to be divided between the employer and employee as follows:
  - employer fifty percent (50%);
  - employee fifty percent (50%);
5. All administrative and amendment costs to be paid directly from the plan funds.

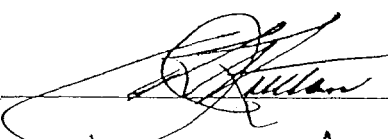
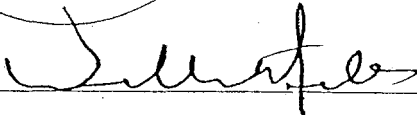
Other than the contribution holiday which is effective January 1, 1997, the above changes shall be effective once the amendments to the plan can be made.

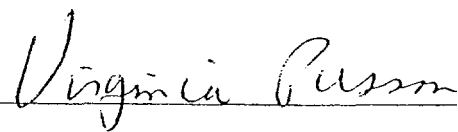
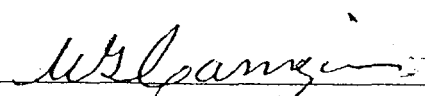
If, on May 31, 1999 there is still excess surplus in the pension plan the parties will discuss what, if any, mutually beneficial steps might be taken to deal with the excess surplus.

Agreed to this 21st day of January, 1997.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

**LETTER OF UNDERSTANDING NO. 2**

**BETWEEN:**

**NANAIMO PORT AUTHORITY**

hereinafter called the "Employer"

**AND:**

**INTERNATIONAL LONGSHORE AND WAREHOUSE UNION,  
LOCAL 517 (C.L.C.)**

hereinafter called the "Union"

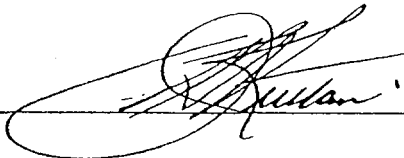
**Re: Article 7.05 of Benefit Plan**

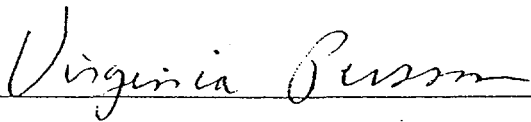
Where an employee's entitlement to benefits is established but there is delay in receiving payment from the plan carrier, the Employer, at the employee's request, will assist the employee in securing timely payment of the monies due to the employee through the plan carrier. Such assistance may take the form of a telephone call or a letter to the plan carrier.

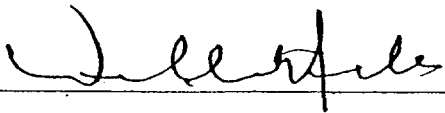
Agreed to this  24  day of  September , 2002.

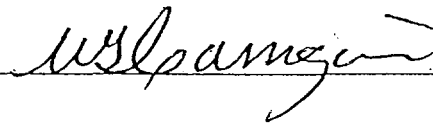
SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

  
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**LETTER OF UNDERSTANDING NO. 3**

BETWEEN:

**NANAIMO PORT AUTHORITY**

(the "Employer")

AND:

**INTERNATIONAL LONGSHORE AND WAREHOUSE UNION  
LOCAL NO. 517 (CLC)**

(the "Union")

**Re: Pensions**


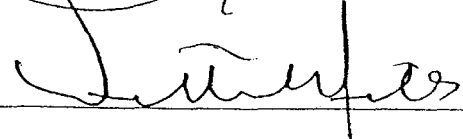
The Employer will arrange for a representative of Mercer Human Resource Consulting to meet with the employees in order to describe the existing Pension Plan and answer any questions the employees may have with respect to the operation of that Plan. It is understood that the meeting is intended to answer questions of a general nature and not intended to provide individual retirement planning advise or information to tile-employees.

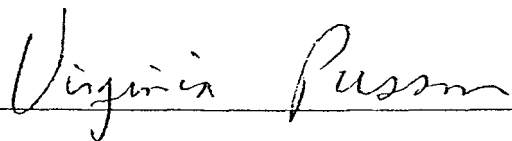

A representative of the Employer (Ian Marr) and a representative of the Union (Virginia Pearson) will meet to review the nature of the information to be sought from Mercer during the course of that meeting. In order to ensure that the Mercer representative is able to provide a timely response to the questions raised, the Employer and Union representatives will arrange for a conference call with the Mercer representative prior to the scheduled date of the meeting in order to review particular questions about the plan and the nature of the information that is to be provided to the employees at the meeting.

Agreed to this 4 day of September, 2002.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

  
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