



COLLECTIVE AGREEMENT

between

PRINCE RUPERT GRAIN LIMITED

and

GRAIN WORKERS UNION, LOCAL 333, C.L.C.

January 1, 2001 – December 31, 2004

13347(01)

COLLECTIVE AGREEMENT

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**OCCUPATIONAL CLASSIFICATIONS AND
WAGE RATES**

WAGE SCHEDULE

LETTERS OF UNDERSTANDING

THIS AGREEMENT entered into as of the 1st day of January 2001.

BETWEEN:

PRINCE RUPERT GRAIN LIMITED

(hereinafter called the "Company")

OF THE FIRST PART

AND:

GRAIN WORKERS UNION - LOCAL 333, C.L.C.

(hereinafter called the "Union")

OF THE SECOND PART

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the Union and the Company, and to set forth the basic agreements covering the rates of pay, hours of work

and conditions of employment to be observed between the Company and the Union. The parties hereto and the employees of the Company agree as follows:

ARTICLE 1 - DEFINITION

1.01 The term "Employee" as used herein and for the purpose of this Agreement shall include all persons employed by the Company and for whom the Union is certified as the bargaining agent by the Canada Labour Relations Board.

1.02 The term "Company" as used herein and for the purposes of this Agreement shall mean Prince Rupert Grain Limited.

ARTICLE 2 - BARGAINING AGENCY AND RECOGNITION

2.01 UNION MEMBERSHIP

Every employee who is now or hereafter becomes a member of the Union shall maintain his or her membership in the Union as a condition of his or her employment and every new employee whose employment commences

hereafter shall within thirty (30) days after commencement of his or her employment apply for and maintain membership in the Union as a condition of his or her employment; provided that the Union shall not, without good cause, refuse membership to any applicant.

2.02 NO DISCRIMINATION

The Company shall show no discrimination and employ no discriminatory methods against membership in the Union.

The Union on its part agrees it will not discriminate against employees who do not hold membership in the Union.

2.03 BULLETINBOARDS

The Company shall grant the Union the right to place bulletin boards in agreed upon places in the plant for the purpose of posting Union notices, copies of this Agreement and official papers, provided that all material so posted shall first be approved by an official of the Union and by an Elevator Superintendent or Supervisor.

All such material must be posted only upon the authority of officially designated representatives of the Union. It is further agreed that these bulletin boards will not be used for disseminating political or advertising matter of any kind, not pertaining to the Union.

2.04 DUES AND ASSESSMENTS

- (a) The Company shall deduct from the wages of all employees and pay to the Union initiation fees, Union dues or money in lieu of Union dues, in the amounts following:
 - (i) Initiation fees in the amount of \$50.00 or such amount as may be set by Union By-Laws from time to time, from the wages of those employees who the Union by written notice to the Company advises have been accepted as members of the Union.
 - (ii) Union dues or money in lieu of Union dues in an amount per month equal to the sum of four **(4)** hours at basic rate as agreed to from time to time.

- (b) The Company shall remit the moneys referred to in the subsection (a) to the Union at least once each month, together with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.
- (c) The Company shall honour a written assignment of wages to the Grain Handlers Holding Society.
- (d) An Assignment pursuant to subsection (c) shall be substantially **in** the following form:

"Until this authority is revoked by me in writing I hereby authorize you to deduct from my wages and pay to the Grain Handlers Holding Society:

Assessment in the amount of \$10.00

- (e) Unless the Assignment referred to in subsections (c) and (d) is revoked in writing to the Company, the Company shall remit the assessments deducted to the Society at least once each month, together with a written statement of the name of the employee's for whom the deductions were made and the amount of each deduction.

ARTICLE 3 - MANAGEMENT

3.01 All rights heretofore possessed and exercised by the Company are exclusive rights of the Company except to the extent that they are modified by provisions of this Agreement, provided, however, that these rights will not be used for the purpose of discrimination against employees.

ARTICLE 4 - HIRING

4.01 In exercising the right to hire new employees the Company shall adhere to the following principles:

- (a) The Company will give a fair and equal opportunity for consideration for employment to all applicants for employment without discrimination or favouritism.
- (b) The Company will adhere to the spirit as well as the requirements of law with respect to hiring.
- (c) The Company will **not** hire tradespeople and persons trained to *carry* out technical skills to perform work in any other capacity than as tradespeople or other technical classifications.
- (d) The Company will not encourage student employees to continue in employment beyond their period of employment as students, or attempt to employ them as regular employees.

The Company and Union agree that former students can be considered **for** employment **as** regular employees after a lapse of five (5) years since their last date of employment as a student Vacation Relief employee.

In order for the Union to ensure that the above principles are properly implemented, the Union can periodically review with the Company its hiring procedures. The Union may also file a grievance under Article 13 of the Collective Agreement if they allege that hiring procedures of the company are in contravention of the above principles.

New employees will be directed to the Union office to complete their Union application forms prior to actually starting work.

4.02 The parties agree that the description of the instruction which will be provided to the Company's physician who performs pre-employment medicals will be as follows:

- (a) The physician will be directed to perform such clinical tests as are appropriate to determine whether the candidate for employment is suffering from addiction to alcohol, is a user of prohibited narcotics or other substances.
- (b) These tests will, unless otherwise agreed between the Company and the Union, only be performed on new employees. Specifically, **no** such tests will be performed on any members of the Union who is on withdrawal status with the

Union or who is an active member of the Union. Former employees who voluntarily terminated their employment or who were discharged for cause will be treated as new employees.

- (c) The Union will be provided, on an information basis, with a copy of the Pre-employment Medical/Fitness Assessment Form used by the Company's Doctor.
- (d) The Union will be provided with a Certificate of Fitness prior to an employee starting work.
- (e) Prior to implementing changes in medical examination procedures, the Company will consult with the Union.

4.03 When the Company requires student employees, the Union will have the first opportunity to supply persons possessing proper qualifications, health and ability to fill the vacancy. The Union will endeavour to give priority to students from Prince Rupert in hiring summer vacation and holiday relief. If the Union is not able to supply persons to meet the requirements of the position within a reasonable period of time from notification, the Company may hire from any source.

- 4.04 The Union agrees that persons who have been discharged from employment in the industry for proper cause shall not be eligible for re-employment in the industry.
- 4.05 All Security personnel shall be employees of the Company, subject to the following conditions:
- (a) Security personnel must perform their duties during a strike or lockout whether such strike or lockout is in the terminal where the Security person is employed or otherwise.
 - (b) Security jobs shall be subject to the job posting procedure.
- 4.06 In the event of a lay-off in another terminal elevator covered by the BCTEOA and Columbia Containers Ltd and provided that a laid-off employee who desires to continue employment in the industry registers with the Union for employment, the Company agrees, should it require additional employees, to offer employment to those persons who have registered with the Union before

hiring persons who have not previously been employed in the industry. A list of laid-off employees will be given to the Union.

ARTICLE 5 - CONTINUOUS OPERATIONS [to remain dormant during the term of the 2001-2004 Collective Agreement]

- 5.00 (a) The parties agree that the provisions of this Article are applicable when the Company operates its facilities on a continuous (7 day) basis.
- (b) (i) The shift schedule for continuous operations shall be in accordance with the Munroe award and schedule dated September 30, 1992, or a variation **of** that schedule that is mutually agreed to by the parties. Employees will only be paid for hours worked pursuant to the continuous schedule (rather than being paid for 40 hours when they work less than 40 hours in a week as a result **of** the schedule).

- (ii) The general assumption is that all employees at the facility will be included in the scheduling regime for continuous shift operations. However, certain limited job functions may be required to be scheduled on a non-continuous basis, which is anticipated to arise in very limited circumstances.
- (c) Without limiting the generality of the above Article **5.00** (a) and (b), the parties agree that:
- (i) Employees working **on** Saturday and/or Sunday shall be paid as follows: Saturday at **1.125** the hourly rate; Sundays at 1.25 the hourly rate.
 - (ii) This provision applies to all employees except students. The premium payable **to** students for scheduled Saturday work shall be the same amount as the “second shift” premium set forth in Article 5A.06 of the collective agreement; and the premium payable to such employees for scheduled Sunday work shall be the same amount as the “third shift” premium set forth in Article 5A.06 (such premium to be in addition to the premium which would in any event be payable under Article 5A.06 – i.e., to those employees actually working on a “second or third shift”).

- (d) A continuous operation umpire will be appointed in accordance with the Letter of Understanding attached to this Collective Agreement.
- (e) The filling of all vacancies and of new positions shall be governed by seniority subject to the requirements of competence and fitness and the efficient operation of the elevator. Such vacancies and new positions will be promptly bulletined for forty-eight (48) hours (not to include the four non-working General Holidays) on a bulletin board provided in the elevator. Employees who make application during the forty-eight (48) hour period will be considered for the position subject to the right of employees on vacation or who are absent due to scheduled days off, sickness or accident or who are on leave of absence during the period of the job posting to apply for such position within a three (3) day period after their return to work. In order that an employee who was absent due to days off would become aware of the posting upon return from days off, the posting will remain up for five days.

- (f) Dual Classifications
- (i) A dual classification shall be a classification which involves the performance of the duties encompassed by two classifications. Dual classifications are intended to enable the company to implement continuous shift operations without excessive overstaffing. Employees in a dual classification may be assigned to the duties of either of the classifications making up the dual classification.
 - (ii) The Company may establish a dual classification where it is necessary to avoid excessive overstaffing. It is understood that a dual classification may be eliminated or re-established, or a new dual classification created, provided always that the criterion is the avoidance of excessive overstaffing.
 - (iii) Dual classifications shall be posted in accordance with the provisions of the collective agreement.

(iv) Where a dual classification is comprised of two classifications having different rates of pay, the employee shall be paid the higher of the two rates, regardless of the job function being performed.

(g) Overtime

The implementation of a continuous shift schedule requires a re-definition of overtime together with a re-statement of overtime premiums as follows:

- (i) Time worked in excess of the scheduled hours in a work day or any hours worked on an employee's scheduled day off shall be considered overtime and shall be paid at the rate of double time except that the first eight (8) hours of overtime worked on a scheduled day off of a block of days off shall be paid at the rate of time and one-half.

(ii) Where due to a shift change of an employee necessitated by the operation of the terms of this Agreement, an employee's scheduled hours of work under the current schedule exceeds an average of 38.2 hours of work per week in a shift cycle, the employee shall be compensated for such excess scheduled hours at the rate of double time. The average of 38.2 hours of work per week shall not be used in order to calculate overtime for overtime work of less than one shift.

(h) General Holidays

Under continuous operations, Easter Monday will not be a General Holiday, but will be replaced with Easter Sunday.

With the exceptions noted below, a General Holiday will not constitute a break in the normal operation of the shift cycle. The four exceptions are: New Year's Day, Easter Sunday, Christmas Day and Boxing Day, and these days shall be designated as non-working General Holidays.

An employee who is scheduled to work on a General Holiday will be paid in accordance with the collective agreement and will be granted a lieu day with pay. In short, the employee will be paid double time for working the General Holiday, and will get a later day off with pay. The lieu day will be taken at a time mutually agreeable to the Company and the employee. Agreement will not be unreasonably withheld.

- (i) Employees taking vacations shall commence their vacations on a Monday.
- (j) Employees who are scheduled to be on shift only at the time that a Union meeting is called for union elections and ratification of a new collective agreement, shall receive time off with pay limited to three hours.
- (k) Reversion to Non-Continuous Operations

- (i) The Company may revert to non-continuous operations by giving the Union notice of not less than 45 calendar days.
 - (ii) The Company may revert to non-continuous operations while others remain on continuous operations in cases of emergency (eg. fire, explosion, rail or ship tie-up, drought, lack of grain sales, and labour disputes affecting the movement of grain).
- (1) Except where indicated otherwise, the current collective agreement will be equally applicable to continuous shift operations as to non-continuous operations.

ARTICLE 5A - HOURS OF WORK AND OVERTIME

5A.01 WORK WEEK

The Company and the Union agree that the standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, Monday to Friday inclusive. The Monday to Friday provisions shall not apply to Security personnel or Security relief. The Company will not institute swing shifts. Regular starting and quitting times for the various shifts will not be changed except by mutual agreement between the Company and the Union.

5A.02 OVERTIME

Time worked in excess of standard hours of work as specified in Section 5A.01 shall be considered as overtime and shall be paid at the rate of double time for such overtime hours. Except for Security where time worked on Saturday shall be considered as premium time and shall be paid at the rate of time and one-half for the first eight (8) hours and at the rate of double time thereafter. Employees called in to work on Saturday shall be guaranteed a minimum of eight (8) hours at a rate of time and one half for that day.

- (a) Employees shall not normally be expected to work overtime where employees in the same classification are on layoff. However, either in emergency conditions or where the operational requirements of the employer render it impractical to call back such laid off employees overtime shall be worked. The Company will give reasonable notice of overtime requirement, the employers undertake to recall, where practical, laid off employees in the same classification.
- (b) Employees will not be requested to work more than four (4) hours overtime on any standard work day except in emergencies or where it is necessary to complete loading a vessel to enable the vessel to shift or sail. In such events, employees will not be requested to work more than six (6) hours overtime. If mutually agreed to by the Union and the Company, the above-mentioned limit of four (4) hours overtime on any standard work day may be extended to six (6) hours.

- (c) Employees working 4 hours overtime without taking their meal break shall be paid at the rate of five (5) hours at double time. Employees shall be entitled to a 20-minute meal break at a mutually agreed time during the 4 hour period. The Company will supply a hot meal.
- (d) Employees will not be requested to work overtime on regular Union meeting nights except in emergency situations.
- (e) Whenever an employee is called upon to work overtime any part of one (1) hour, the employee shall be paid as though he or she had so worked for the whole of that one (1) hour.
- (f) All weekend overtime hours shall be paid at the prevailing overtime rate with the option to bank the premium portion on a 1 to 1 basis to a maximum of 40 hours per calendar year. Any banked time remaining on December 15 will be paid out.

- (g) Banked overtime hours may be taken as time off at a mutually agreed time. The time off can be taken in 4-hour increments. Any banked overtime taken in a week block can only be taken between May 1 and August 31.
- (h) Students may be employed to cover absences created by the use of banked time as per the existing practice.
- (i) Double time shall be paid to all employees, other than Security personnel, when required to work on Sundays, with a minimum of eight (8) hours. Except in the case of an emergency caused by an equipment breakdown, the Company shall give adequate notice of Sunday overtime to employees, at least by 3:00 p.m. Friday, and shall first give separate notice to the shop steward.
- (j) Security personnel shall receive prearranged days off in lieu of Saturday and Sunday. When required to work on either of their days off they will be paid time and one-half for their first day, which is in lieu of Saturday and double time for their second day, which is in lieu of Sunday.

equivalent thereto. The said meal hour for employees shall be the first hour following their standard work day, and any work performed during the meal hour shall be paid for at the rate of double time.

- (m) Employees will not be called into work overtime before their regular starting time for more than two (2) hours unless there is an emergency, breakdown or an unplanned shortage of employees to carry out the work. If an employee is called in earlier than two (2) hours they will be paid two (2) hours pay at double time.
- (n) Employees who tie up a ship at any time outside their regular working hours shall be paid for such work at the applicable overtime rate with a guaranteed minimum of three (3) hours' pay at the applicable overtime rate.

5A.03 SHIPPING HOURS OF WORK

- (a) Employees who are working on an Afternoon Shift on a Friday or Saturday and who are engaged in

- (k) Should it become necessary to shut down the terminal for any reason during a shift, employees on the shift will nevertheless be paid the eight (8) hours pay for the shift.
- (l) Employees called in before their regular starting time shall be paid double time for work up to one hour, and for work over one hour, a minimum of four hours at double time, unless otherwise arranged by mutual arrangement between the Company and the Union Plant Committee or a Shop Steward. It is understood that no one shall be called back after the meal hour for less than the four (4) hours service or pay direct shipping classifications (such as Panel Control Operator, House Inspector and others) may be needed to work overtime without a break for an additional hour's overtime from 12:00 midnight to 1:00 a.m. In such circumstance, those employees will be paid one hour's overtime pay at double time.

- (b) Employees who are working Monday to Thursday on an Afternoon Shift (4:00 p.m. to 12:00 midnight) and who are engaged in direct shipping classifications (such as Panel Control Operator, House Inspector and others) may be needed to work overtime without a break for an additional hour's overtime from 12:00 midnight to 1:00 a.m. In such circumstance, those employees will be paid one hour's overtime pay at double time.
- (c) For any time worked past 1:00 a.m. on either Saturday or Sunday, there shall be a guarantee of a minimum of eight hours' pay at the applicable overtime rate less the pay received for the overtime worked until 1:00 a.m. For any time worked past 1:00 a.m. on a Monday to Friday, the applicable overtime rates as per Article 5A.02 shall apply.

5A.04 **SHIFTS**

- (a) The day shift for employees shall be from 8:00 a.m. to 4:00 p.m. with a twenty (20) minute break for lunch, except for employees loading ships (who are entitled to a one (1) hour lunch break) or who, by mutual agreement between the Company and the Union, work a different schedule. An employee who is required to work during his or her lunch period will be paid overtime at the rate of double time and shall not be sent home early to avoid payment of overtime rates; provided, however, that this arrangement shall not apply to an employee working on shift and for whom (by mutual agreement) there is no scheduled lunch period, nor to an employee whose lunch period (by mutual agreement) is one-half hour and goes home one-half hour prior to the regular quitting time.

- (b) Whenever practicable the Company will arrange that employees shall alternate between the first, second and third shifts consecutively and that employees are to rotate their work as aforesaid.

- (c) The Company shall not call employees to return to work with less than eight (8) hours break between shift changes.

5A.05 SHIPPING SHIFTS

- (a) If there **is** a 1 shift operation for Shipping on any day shift, the hours of work will be 8:00 a.m. to 4:30 p.m. If there is a 1 shift operation for Shipping on afternoon shift, the hours of work will be 4:00 p.m. to 12:00 a.m. **If** there is a 1 shift operation for Shipping on graveyard shift, the hours of work will be 12:00 a.m. to 8:00 a.m.
- (b) If there is a 2 shift operation for shipping, the hours **of** work will be 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 a.m.

If there is a 3 shift operation for shipping, the hours of work will be 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 a.m.; and 12:00 a.m. to 8:00 a.m.

- (c) All meal breaks on all 3 shipping shifts will correspond to I.L.W.U. breaks which are:

Day Shift	12:00 p.m. to 12:30 p.m.
Afternoon Shift	8:30 p.m. to 9:00 p.m.
Graveyard Shift	4:30 a.m. to 5:00 a.m.

- (d) Any employee who is currently relieved will continue to receive relief.

5A.06 **SHIFT PREMIUM**

Employees, working on a second or third shift shall receive a premium of One Dollar (\$1.00) and One Dollar and Fifty Cents (\$1.50) per hour respectively.

5A.07 NOTICE OF LAYOFF

- (a) Forty-eight (**48**) hours notice of layoff, and more if possible (not to include Saturday or Sunday or Holidays) shall be given to hourly paid employees except when and so often as the Company is unable to operate its elevator for the taking and discharging of grain because of fire, power failure outside of the elevator, railway tie-ups or strikes, not within the control of the Company. An employee given forty-eight (**48**) hours notice of layoff is guaranteed sixteen (16) hours work or sixteen (16) hours pay. Notice of lay off will expire if an employee is not laid off in accordance with the notice.
- (b) At the time of posting a notice of layoff, the Company will deliver a copy of the notice to the Union Plant Committee.

ARTICLE 6 - GENERAL HOLIDAYS

6.01 (a) The following days shall be considered as General Holidays on which employees other than Security and relief Security shall not be required to work:

- | | |
|------------------------|--------------------|
| ' New Year's Day | ' Thanksgiving Day |
| ' Good Friday | ' Christmas Day |
| ' Easter Monday | ' Boxing Day |
| ' Empire Day | ' Remembrance Day |
| ' Canada Day | ' Labour Day |
| ' British Columbia Day | |

Any General Holiday proclaimed by the Federal Government or Provincial Government of British Columbia shall be granted to employees with the same conditions as a General Holiday.

Hourly rated employees shall be paid for the aforementioned General Holidays for eight (8) hours at regular rates provided that in order to qualify for such payment, any employee must have worked

within the 15-day period immediately prior to the Holiday or within the 15-day period immediately after the Holiday, and in the case of a new inexperienced employee, must have had a least thirty **(30)** days employment with the Company.

- (b) For work performed on the aforementioned General Holidays double time shall be paid except to Security and relief Security.
- (c) Security personnel required to work on a General Holiday will be scheduled another day off with pay in lieu of the General Holiday. When required to work on their day off which is in lieu of the Holiday they will be paid double time.
- (d) In the event that any of the General Holidays in Section 6.01(a) should fall on either Saturday or Sunday, employees shall receive a Holiday with pay on the working day immediately following the General Holiday.

ARTICLE 7 - WAGES

7.01 BASIC RATE OF PAY

The rates of pay for all employees shall be as is set out in the schedule attached hereto and forming part hereof. The Company will pay the rates set out on the said schedule PROVIDED that when new inexperienced hourly rated employees are hired (other than Security personnel) they shall be paid for the first thirty (30) working days of their employment at ten cents (\$.10) per hour less than the basic rate obtained at the time of their being hired.

Students shall be paid 90% of the present General Labourer classification rate of pay.

During the first thirty (30) working days of employment, the performance of all new employees will be reviewed to determine whether the employee is capable of carrying out the duties of their employment in the industry.

ARTICLE 8 - POSTING AND VACANCIES

8.01 CHANGES IN EMPLOYMENT

There shall be no immobilization of labour and it will not be open to any employee to refuse to engage in any employment during his or her regular hours. Any employee assigned to a higher rated position for a period of over two (2) days shall be paid at the wage rate prevailing for such higher position. When an employee is assigned to a higher rated position for the purpose of relieving another employee who is absent due to sickness, accident or regular vacation, he or she shall be paid the wage rate prevailing for such higher position provided it is understood that he or she will **go** back to his or her own category when the employee he or she **is** relieving returns to the job. An employee shall continue to enjoy the rate for his or her classification when relieving another employee in a lower-rated classification who is absent due to sickness, accident or regular vacation. However, if the employee is transferred to a lower-rated position, his or her pay rate will be reduced to that of the new classification after the expiration of fifteen (15) days if such transfer is due to the application **of** the seniority provisions, and immediately if such transfer is due to

demotion for just cause. **If** an employee returns to his or her classification as a result of the application of the seniority provision and is later transferred to a lower rated position, his or her rate will not be reduced to that of the new classification until the expiration of fifteen (15) days.

8.02 POSTING

The filling of all vacancies and of new positions shall be governed by seniority subject to the requirements **of** competence and fitness and the efficient operation of the elevator. Such vacancies and new positions will be promptly bulletined for forty-eight (48) hours (not to include Saturdays, Sundays and Holidays) on a bulletin board provided in the elevator. Employees **who** make application during the forty-eight (48) hour period will be considered for the position subject to the right of employees on vacation or **who** are absent due to sickness or accident or who are on leave of absence during the period of the **job** posting to apply for such position within **a three (3) day** period after their return **to** work.

8.03 TRAINING

Employees who wish to train for other jobs within the terminal may notify the Company and the Union in writing, stating the job for which training is desired. The Company will select, by seniority, and subject to the efficient operation of the terminal, such employees for training. During training there shall be no change in the employee's job rate. This shall not restrict the Company's right to lay off employees.

ARTICLE 9 - VACATIONS

9.01 Employees shall receive an annual vacation with pay in accordance with the provisions of this Article.

9.02 LENGTH OF VACATIONS AND TIME FOR TAKING THEM

- (a) Each employee who has completed one (1) year of service shall receive two (2) weeks vacation to be taken between the first anniversary of employment and the end of the calendar year in which that anniversary occurs.

(b) After each of the following anniversary dates, if an employee remains in the service **of** the Company, he or she shall be entitled to vacation as follows:

- Second - Two **(2)** Weeks
- Third through Eighth - Three (3) Weeks
- Ninth through Fourteenth - Four (4) Weeks
- Fifteenth **through** Nineteenth - Five **(5)** Weeks
- Twentieth through Twenty-fourth - Six **(6)** Weeks
- Twenty-fifth and Succeeding Year - Seven **(7)** Weeks

Provided, however, that an employee who has passed his or her Second, Eighth, Fourteenth, Nineteenth or Twenty-fourth anniversary of employment may take a week of vacation in addition to the weeks to which he or she is entitled (herein called the "additional week"). Such additional week must be taken between the applicable anniversary and the end of the calendar year in which that anniversary occurs.

9.03 PAY FOR VACATIONS

Pay for vacations may be taken by employees in either a lump sum payment or as vacation pay while vacations are taken during a year. Employees shall only be able to elect one or the other form of vacation pay once per year and may not change the method of payment between vacation segments taken in any single calendar year.

Pay for vacations shall be made as follows:

- (a) In the case of entitlement to two (2) weeks vacation with pay, 4% of the total wages earned by the employee from the date of his or her employment to the first day of his or her first vacation or from the first day of his or her preceding vacation to the first day of the vacation for which the pay is being paid.
- (b) Except as provided in Section 9.03(c), in the case of entitlement to three (3) weeks, four (4) weeks, five (5) weeks, six (6) weeks or seven (7) weeks vacation with pay,

either

- (i) **6%, 8%, 10%, 12% or 14%** respectively, of the total wages earned by the employee from the first day of his or her last vacation to the date of commencement of the vacation for which the pay is to be paid,

or

- (ii) If the Employee has worked a minimum of fifteen (15) days since the date of his or her last vacation, that part of **120** hours pay, **160** hours pay, **200** hours pay, **240** hours pay or **280** hours pay respectively as in the same proportion as the number of days from the date of his or her last vacation to the commencement of the vacation for which pay is to be paid bears to 365 days, whichever is the greater.

In this clause "pay" means the employee's regular straight time rate of pay in force on the date of

commencement of the vacation for which pay is to be paid.

- (c) Notwithstanding Section 9.03(b), when an employee passes his or her second, eighth, fourteenth, nineteenth or twenty-fourth anniversary of his or her employment between vacations the employee shall be paid,

either

- (i) 4%, 6%, 8%, 10%, or 12% respectively from the first day of his or her last vacation to the date of commencement of the vacation together with 2% for the period from his or her second, eighth, fourteenth, nineteenth or twenty-fourth anniversary of his or her employment to the date of commencement of the vacation,

or

- (ii) **If** the Employee has worked a minimum of fifteen (15) days since the date **of** his or her last

vacation that part of 80 hours pay, 120 hours pay, 160 hours pay, 200 hours pay or 240 hours pay respectively as is in the same proportion as the number of days from the date of his or her last vacation to the commencement of the vacation for which pay is to be paid bears to 365 days, together with that part of 40 hours pay as is in the same proportion as the number of days from second, eighth, fourteenth, nineteenth or twenty-fourth anniversary of his or her employment to the date of commencement of the vacation bears to 365 days, whichever is the greater.

9.04 An employee does not have entitlement to the additional week for the purpose of calculating pay under clause 9.03(a) and (b). The Company shall pay the employee (whether such week is taken in conjunction with the vacation to which he or she is entitled under clause 9.02(b) or separately) in accordance with clause 9.03(c).

- 9.05 (a) An employee who terminates service before one (1) year of service and is not entitled to an annual vacation shall receive as vacation pay an amount equal to 4% of the wages earned by the employee during the period of service.
- (b) An employee who terminates service after completing one (1) year of service shall receive vacation pay pro rata except that:
- (i) an employee who terminates employment during a transition year but before having taken vacation shall not receive vacation pay for the additional week.
 - (ii) an employee who terminates employment during a transition year after he **or** she has taken his or her vacation, but before he or she has completed the necessary years as provided in Section 9.02(b) shall be deemed to be indebted to the Company for the amount overpaid. The Company may deduct the amount of any such indebtedness from any amount owing to the

employee at the date of termination of employment.

(c) Transition years are the third, ninth, fifteenth, twentieth and twenty-fifth years of service.

9.06 No employee shall be compelled to take annual vacation prior to the anniversary of employment, and annual vacations are not cumulative, but must be taken during the year in which the employee becomes eligible for such and at such times as is mutually agreed upon by the Union Plant Committee and the Company when the efficiency of operations shall not be impaired.

9.07 The Company will endeavour to give married employees with school-age children their vacation during the school summer vacation period.

ARTICLE 10 - SENIORITY

10.01 SENIORITY ON LAYOFF AND RECALL

When staffs are being reduced, seniority shall govern the lay-off subject to the competence and fitness of the employees concerned and the necessity of maintaining the efficiency of elevator operations, and subject to the provisions of Section 5A.07, Article 5A (Hours of Work).

Employees whose positions are abolished or who have been displaced, may exercise their seniority over junior employees provided they are capable and qualified to undertake the same class of work. When staffs are augmented, employees will be returned to the service and to the position they formerly occupied in order of their seniority, subject to the requirements aforesaid.

The Company shall make available to the Grievance Committee of the Union a seniority list of all employees.

10.02 LOSS OF SENIORITY

The parties understand and agree that the seniority of an employee is lost:

- (a) If an employee freely and voluntarily terminates employment; or
- (b) If an employee is discharged by the Company for just cause; or
- (c) If an employee retires; or
- (d) If an employee fails to return from an authorized leave of absence without being able to show bona fide reasons for such failure; or
- (e) If any employee fails to report for work within seven (7) days following notice to the Chair of the Grievance Committee in the plant, and by registered mail to the employee's last known address, unless the employee shows bona fide reasons for failing to report for work within seven (7) days of such notice.

10.03 PROMOTION FROM THE BARGAINING UNIT

An employee who accepts a position outside of the bargaining unit shall have the right to return to his or her former job without loss of seniority within a period of ninety (90) calendar days from the date of his or her appointment and such an employee shall be deemed to have accrued seniority during this period if he or she returns to his or her former job within this period.

10.04 STUDENTEMPLOYEES

- (a) Student employees hired for summer vacation relief shall not work beyond the 15th day of September of each year and shall lose all seniority rights thereafter. The foregoing may be extended by mutual agreement between the Company and the Union. This Clause is not intended to affect the Company's right to lay off or terminate for cause any such employees.
- (b) Student employees hired for Christmas vacation relief shall not work beyond January 7th of the following year.

- (c) Upon termination these vacation relief student employees shall lose all seniority rights thereafter.

- (d) Consideration will be given by the Union to any request to hire students during the Easter holiday period.

- (e) The foregoing may be extended by mutual agreement between the Company and the Union. This Clause is not intended to affect the Company's right to lay-off or terminate for cause any such student employees.

- (f) Students Christmas Vacation Relief employees shall not be paid for the following General Holidays: Christmas Day, Boxing Day and New Year's Day. If the Company requests these students Christmas Vacation Relief employees to work on any of the aforementioned General Holidays, they shall be entitled to double-time pay.

- (g) Student employees shall not be covered under the Dental Plan and Weekly Indemnity provisions of the Collective Agreement.
- (h) Student employees may elect to be covered under Article 12.02 of the Collective Agreement. In the event such election is made the student will be required to pay one hundred per cent **of** the premium.
- (i) Student employees shall be excluded from the Pension Plan. Nevertheless, the Company will make a contribution to the Pension Plan of Thirty Cents (\$0.30) per hour for each hour worked by each student.

ARTICLE 11 - SAFETY AND HEALTH

11.01 The Company and Union agree that the safety and health **of** the employees is of mutual concern. The parties agree to implement HRDC guidelines for an environmental and medical surveillance program which will mean that each employee will be tested every three years commencing 1995. The initial testing will commence in May, 1995.

It is further agreed that medical practitioners engaged in the surveillance program will be acceptable to the Union. It is also understood that the individual employee's privacy and confidentiality must be respected. Both the Union and the Company will be entitled to receive the same information as has been provided following previous surveys.

11.02 The Company agrees to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment.

11.03 (a) The Company and the Union Grievance Committee will co-operate to make reasonable provisions for the safety of employees at the plant during the hours of their employment and to devise plans for the furtherance of safety measures. Safety equipment and devices, when mutually agreed upon, shall be provided by the Company. This does not preclude the Company from installing any extra safety devices it deems necessary.

First Aid training provided by the Company will be the Workers Compensation Board approved

Occupational First Aid Level 3. Such training will be taken in Prince Rupert whenever possible.

- (b) **If** an employee in good faith believes that to perform work under particular circumstances would endanger health and/or safety, the employee may refuse to work. Where good faith is shown on such a refusal the employee may be reassigned to work until the issue is resolved by the Company and the Union through the grievance procedure or by correction of item.

11.04 **If** an employee meets with **an** accident while at work, the employee shall be paid a full day's wages for the day on which the accident occurred.

11.05 Rain gear will be provided to those employees who require it while working in the rain. Such gear shall not be removed from the terminal and remains the property **of** the Company.

- 11.06 A boot allowance of up to \$200 every two years will be paid by the Company. Proof of purchase will be required by the Company to approve repayment.
- 11.07 The Company will provide coveralls for all of its employees working in the Maintenance Department. The Company will bear the full cost and the coveralls shall remain the property of the Company.
- 11.08 Accidents which are required to be investigated in conformance with the Canada Labour Code will be investigated by both Co-chairs of the Safety Committee or their designated alternates.

ARTICLE 12 - MEDICAL PLAN

12.01 MEDICAL COVERAGE

- (a) For each employee who has completed one (1) month of regular employment, the Company will make available the Medical Services Medical Plan, the Medical Services Association Extended Health Plan and the Medical Services Association Dental Plans A, B, and C providing 100% coverage for Plan A and 80% coverage for Plan B. Plan C remains the same at 75% coverage, during the term

of his or her employment, and for the four (4) calendar months, next following the month in which he or she is laid off, or retired, and to cover the dependants of such employee while such employee is on Workers' Compensation. A new employee (if the employee is working a full standard work week) already covered by the Medical Services Plan, M.S.A. Extended Health, M.S.A. Dental Plans A, B or C, or B.C. Medical on the date he or she is hired by the Company shall immediately be enrolled in the M.S.A. plans of the Company. The

Company will **bear 85%** of the cost of such plans and the remaining 15% will be paid by the employee except in the circumstances stated in Section 12.05.

The maximum payment under the orthodontic dental coverage will be \$1,500.

- (b) An employee who fully retires before the age of sixty-five (65) shall be entitled, on application by the retiree, to receive until he or she attains the age of sixty-five **(65)** full coverage under the Medical Services Plan, the Medical Services Association Extended Health Plan and the Medical Services Association Dental Plans A, B and C. The retiring employee must pay **25% of** the cost of such plans, in

which case the remaining 75% will be paid by the Company.

12.02 SICKNESS INDEMNITY PLAN

- (a) For each employee who has completed one (1) month of employment, the Company will make available a Sickness Indemnity Plan during the term of his or her employment, and for the three (3) calendar months next following the month in which he or she is laid off, to provide weekly benefits of not less than Four Hundred and Eight (\$408.00) for seventy-eight (78) weeks duration commencing the first day of an accident or on the fourth day of illness and such plan shall also provide for payment of weekly benefits from the first day of illness where such illness is certified by a physician to have exceeded five (5) days duration. The Company will bear 85% of the cost of such plan and the remaining 15% will be paid by the employee except in the circumstances stated in Section 12.05.

- (b) The Company will pay the cost of obtaining medical information which **is** requested by the Company to confirm the medical condition of the employee. This provision will not apply to the obligation of the employee to obtain certification by a physician under Clause 12.02(a) or under Clause **12.03** of the Collective Agreement.

12.03 MEDICAL TRAVEL ALLOWANCE

- (a) Transportation and accommodation costs will be paid for patients covered under the Company medical plan **for** any medical or dental treatments that are necessarily scheduled out of Prince Rupert.
- (b) Such medical or dental treatment must be taken at the nearest possible location.
- (c) The Company will make travel and accommodation arrangements in order to gain corporate discounts.
- (d) Expenses must be properly accounted for with original receipts.

(e) A maximum of \$150 per day will be paid for food and lodging.

(f) A lifetime maximum of \$5,000 per patient will be paid.

12.04 LONG TERM DISABILITY

A Long Term Disability Plan will be provided for employees who have completed six or more years of service with the Company. The Plan will provide a benefit of 75% of the employee's regular rate of pay up to a maximum of \$2,000.00 per month. Such benefits will commence after the expiration of the Sickness Indemnity benefits provided for in Article 12.02. The Company will bear 85% of the cost of such plan and the remaining 15% will be paid by the employee except in the circumstances stated in Article 12.05.

The Long Term Disability Plan will be insured by a policy of insurance containing the generally accepted conditions normally included in such policies.

The Company will instruct the insurers of the Long Term Disability Plan to amend the policy to provide for the continuation of coverage for insured persons for up to six months during a strike or lockout. The coverage extension would be subject to payment of usual premiums during the cessation of work and further subject to an agreement that benefits payable to any insured person who becomes disabled during the work cessation will not commence until 18 months following the termination date of the strike or lockout.

12.05 LIFE INSURANCE

- (a) The Life Insurance policy available to employees of the Company will continue as at present. Coverage shall be compulsory for employees. The Company will bear 85% of the cost of such insurance and the remaining 15% will be paid by the employee except in the circumstances stated in Section 12.06.

- (b) The Company will provide a minimum of \$80,000.00 Group Life Insurance - \$3,000.00 of which shall be fully paid **up**, and shall cover an employee on retirement. Coverage shall be compulsory for employees. The Company will bear 85% of the cost of such insurance and the remaining 15% will be paid by the employee except in the circumstances stated in Section 12.06.

12.06 **BENEFITS DURING LEAVES OF ABSENCE**

For employees on leave of absence, the cost of the benefits provided in Section 12.01, 12.02 and 12.05 will be shared in the ratio of 85/15 only for the first ninety (90) days of such leave of absence. On the ninety-first day and thereafter of such leave the cost of the benefits will be borne sixty (60%) percent by the Company and forty (40%) percent by the employee.

12.07 BENEFITS DURING WEEKLY INDEMNITY, LTD AND W.C.B.

- (a) For employees on Weekly Indemnity, Long Term Disability or Workers' Compensation, the cost of benefits will continue in the ratio of 85/15. Such employees must ensure that their share of the cost is submitted to the Company and kept up to date. It is understood, however, that the Company will not take steps to discontinue the coverage of an employee whose share of the premium fails behind without giving the employee at least **(30)** days' notice of its intention in that regard. The notice shall be sent by registered mail to the employee's last known address, and a copy of the notice shall be sent to the union by ordinary mail.
- (b) The Company will comply with the obligations imposed by the current provisions of the Canada Labour Code with respect to maternity leave.

12.08 EMPLOYEE ASSISTANCE PROGRAM

- (a) The Company and the Union recognize that alcohol and other kinds of substance abuse are medical disorders. They further recognize the social, personal and economic problems associated with them. While substance abuse is recognized as a form of medical disorder and treatment programs described herein will be made available to employees, it is also recognized that for the program to be successful employees must genuinely participate in the resolution of such problems. Accordingly, the parties confirm the continuation of the Joint Rehabilitation Committee. The Committee shall consist of four (4) representatives of the Union and four (4) representatives of the Company to deal with these problems in the workplace. The Committee shall enjoy the full support of both parties and shall be vested with authority to make recommendations to the parties.
- (b) For the purpose of this Article, the word "substance," wherever it is used, shall be interpreted to include any kind of drug whether obtained with a prescription or by other means.
- (c) The Committee shall concern itself with the following matters:

- (i) An educational program concerning problems associated with alcoholism and substance abuse;
- (ii) The establishment of a counselling, treatment and rehabilitation program for employees and the immediate family of employees for substance dependency utilizing the services of a professional E.A.P. consultant/service and in conjunction with recognized community agencies and medical authorities;
- (iii) The term "immediate family" shall mean those family members who are eligible for coverage under the medical plan established by Article 12.01(a) of the collective agreement.
- (iv) Overseeing the program to ensure its effectiveness such that it meets the needs of employees and their families including appropriate and necessary follow-up procedures;
- (v) Encouraging employees to utilize the program and such other techniques as may contribute to permanent rehabilitation where a problem is identified that is affecting performance and behaviour;

- (vi) Assurance that information obtained as a result of participation in the program is and will remain confidential.
- (d) Where the Company is aware or is made aware by the employee or the Union or suspects that an employee has an alcohol or other kind of substance abuse problem, the employee shall be informed of:
 - (i) The Company's concerns about the effect or potential effect of the problem on his or her work;
 - (ii) The availability of the Employee Assistance Program and the opportunity for the employee to enroll in the program;
 - (iii) The consequences or potential consequences of not addressing the problem.
- (e) Wherever practicable, the discussion(s) with the employee as contemplated by point (d) above shall be conducted in the presence of a Union official; and in all events, a designated Union official will promptly be made aware that such discussion had occurred.
- (f) The Company and the Union agree that they will cooperate and make every effort to direct employees

into the Employee Assistance Program wherever an employee is identified as or is suspected of having an alcohol or other kind of substance abuse problem.

- (g) Any disciplinary action taken by the Company is subject to the grievance procedure in accordance with the terms of the collective agreement. An arbitrator hearing a discipline case involving substance abuse shall apply the principles articulated in *Raven Lumber Ltd. (1986) 23 L.A.C. (3d)* and the awards cited with approval therein.

13 - GRIEVANCE

- 13.01 In the case a grievance arises in the terminal, an honest effort shall be made to settle the difference, without stoppage of work.
- 13.02 An aggrieved employee shall have the right to the shop steward of his or her choice. Should the selected shop steward not be available in a reasonable time, the aggrieved employee can choose another shop steward *or*

continue to work and have the meeting when the selected shop steward is available.

13.03 There shall be a Grievance Committee consisting of the Chief Shop Steward and five (5) designates, who are actually in the employ of the Company (laid off employees are considered as active shop stewards and will attend on their own time). They shall be afforded such reasonable time off as may be required to attend meetings held at the request of the Company or the Grievance Committee, to a maximum of three of the committee members.

13.04 The Union agrees to advise the Company of the names of members of the Grievance Committee in writing, and also of any changes from time to time.

13.05 An employee, an officer on behalf of the Company, or an officer or Chief Shop Steward (or his or her designate) of the Union can initiate and file grievances.

13.06 The steps to be taken in the handling of any grievance shall be:

- (a) First: If a grievance arises, settlement will be attempted by the closest break period, provided it is not of an urgent nature. If it is of an extremely urgent nature, the grievance committee person shall request time off from their supervisor and take up the matter as expeditiously as possible. In either circumstance, if satisfactory settlement is not reached, a grievance meeting will be held immediately after the shift to ascertain the facts and positions on the grievance.

If there is no satisfactory settlement, the grievance shall be put in writing and submitted to the supervisor within five **(5)** working days. A written response shall be given by the supervisor within two **(2)** working days of receiving the written grievance. If the response does not resolve the grievance, the grievance shall be elevated to the second step. If the grievance is settled, the Union shall respond in writing within five **(5)** working days that the grievance is resolved.

- (b) In the case of policy grievances being filed by either the Company or the Union, the grievance shall be put in writing and submitted at the third step of the Grievance Procedure.
- (c) Second: A grievance meeting will be held to hear the grievance within ten (10) working days. If the grievance is settled, the Union will respond in writing within ten (10) working days that the grievance is resolved. Failing settlement, the Company will provide a written response within ten (10) working days **of** the Union's written response and the grievance shall be elevated to the third step.
- (d) Third: A third step meeting will be held within thirty (30) working days. The Grievance Committee, along with a representative of the Union office and representatives of the Company, including a Company representative above the rank of Superintendent, shall attempt to reach a satisfactory settlement. Failing a satisfactory settlement, the Company shall give a written response within fifteen

(15) working days of the meeting and the grievance will be elevated to the fourth step.

- (e) Fourth: The Grievance may be referred to arbitration within twenty (20) working days. After referral to arbitration, the responding side will reply within two (2) weeks with a list of 15 dates of availability within the next four months (or in the case of a lengthy suspension of 5 days or more or termination, 10 dates within nine weeks). The initiating side will indicate which of those dates it is also available. Each arbitrator will then be canvassed until an arbitrator is available to hear the grievance on a day or days available to both parties. If the responding party does not make available the required number of dates within the required time, the initiating party may establish a list of potential dates for the arbitration and canvass arbitrators to hear the case on one or more of those dates. The responding party shall then make itself available on the selected dates for the grievance hearing.

13.07 The Arbitrators agreed to are as follows: from the Union, Brian Foley, Stan Lanyon and Rick Coleman. The Company, Sue Stushnoff, Irene Peters and Judy Korbin

ARTICLE 14 - DISCIPLINE

14.01 All warning letters sent to employees by the Company shall be null and void after twenty **(20)** months from the date of their issuance and shall be stricken from the employees' record. At a time which does not interrupt production an employee may arrange *io* review with a Company Superintendent any warning letters which are on his or her record.

ARTICLE 15 - PENSIONS

15.01 (a) The Company and the B.C. Terminal Elevator Operators' Association, in co-operation with the Union have established the Port of Vancouver Terminal Elevator Industry Pension Plan in accordance with the terms set out in the Collective Agreements between the Companies and Pioneer Grain Terminal Limited and the

Union all entered into as of the 10th day of October, 1974.

- (b) The sole financial responsibility of the Company to the said Pension Plan commencing January 1, 2003 shall be \$2.44 per payroll hour worked; and commencing January 1, 2004 shall be \$2.69 per payroll hour worked.

- (c) Commencing January 1, 2003, the Company shall deduct from each employee's wages, as a condition of each employee's continued employment, a sum equal to \$1.25 per payroll hour worked by such employee, and remit it to the said Pension Plan. Commencing January 1, 2004 the sum shall increase to \$1.50 per payroll hour worked by such employee. To the extent necessary each employee shall, as a condition of employment or continued employment, sign an appropriate assignment of wages allowing for such deduction and remission.

- (d) It is agreed that the said Pension Plan shall be modified to provide for a seventh trustee. The seventh trustee will be wholly independent and will preside at trustee meetings. In the event that the Company and Union trustees are unable to reach agreement on any issue then the seventh trustee will have a casting vote. Should the parties be unable to agree on the selection of the seventh trustee for a fixed period of time or upon any successor of any such trustee, application will be made to the Chief Justice of British Columbia to make such an appointment.

ARTICLE 16 - CONTRACTING OUT

- 16.01 (a) The Company will not contract out work normally performed by employees within the bargaining unit if such contracting out results directly in the lay-off of any employee.
- (b) The Company further agrees that if qualified employees are available, and if the Company has in the terminal the equipment necessary to accomplish the work, and if the work can be completed at and in

the time required, and if the nature of the work is normal and routine and is presently performed by the employees, such work will continue to be carried out by employees covered by the Agreement. Nothing of the foregoing shall be interpreted as a restriction of the Company's right to purchase equipment and component parts intended for the operations of the terminal.

- (d) The Company agrees to inform the Union Plant Committee by giving reasonable notice in writing of their intention to contract out work in the terminal.

ARTICLE 17 - LEAVES OF ABSENCE

- 17.01 (a) The Company will grant leave of absence without pay upon written application and for the duration of this Agreement to not more than two (2) employees to enable such employees to engage in full-time Union business. Such leave shall be without loss of seniority, and with full coverage for M.S.P., M.S.A. Extended Health Care, M.S.A. Dental

Plans A, B, and C, Sickness Indemnity and Group Life Insurance.

- (b) The Company may grant leave of absence to an employee requesting such leave. Such requests are to be in writing. Approval shall not be withheld unjustly and shall take into account the operational requirements of the Company. If a leave of absence is not granted, the Company will, if requested, provide the reasons. The Company will not grant a leave of absence without informing the Union.

ARTICLE 18 - SALE, LEASE OR TRANSFER

18.01 In the event of the sale, lease or transfer of the Company's operations, or part thereof, the purchaser, lessee, or transferee shall be bound by all the terms and conditions of this Collective Agreement.

ARTICLE 19 - NO STRIKES OR LOCKOUTS

19.01 The Union agrees that during the term of the Agreement there will be no slowdown nor strike, stoppage

of work, cessation of work, or refusal to work or to continue to work. The Company agrees that during the term of the Agreement there will be no lockout.

19.02 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 Company does not expect members of the Union to pass a picket line.

ARTICLE 20 - AUTOMATION AND JOB SECURITY

- 20.01 (a) For the purpose of this Collective Agreement “technological change” means:
- (i) the introduction by the Company of equipment or material of a different nature or kind than that previously utilized by it; or
 - (ii) a change in the manner in which the Company carries on this work, undertaking or business that is related to the introduction of that equipment or material.

- (b) In the event that technological changes are planned by the Company which would have the effect of abolishing old classifications or creating the need for new ones, the Company will give the Union **six** months notice **of** such changes and negotiations will commence immediately for the establishment **of** appropriate classification names and rates of pay.
- (c) The notice shall be in writing and shall state:
- (i) the nature of the technological change;
 - (ii) the date on which the Company proposes to effect the technological change;
 - (iii) the approximate number and classifications of employees likely to be affected by the technological change;
 - (iv) the likely effects of the technological change upon any employee directly or indirectly affected.

20.02 In the event that the Company and the Union do not agree, the matter shall be referred to an Arbitrator as provided in the Grievance Procedure within twenty (20) working days of the failure of the Company and the Union to agree.

20.03 If the Union and the Company reach agreement or should an arbitration award be published and as a result an employee is demoted, or the wage rate for his or her job classification is reduced, such an employee shall continue to be paid his or her former rate at the time of the demotion or reduction for a period of three (3) months, and thereafter for a further period of three (3) months the employee will be paid an adjusted rate which will be mid-way between the former job classification rate at the time of the demotion or reduction and the rate for the new regular job classification, and thereafter such employee shall be paid the rate of the new regular job classification. Notwithstanding the terms of this subsection, the parties, or the Arbitrator, have the power to set higher rates for new classifications.

20.04 Subject to the provisions of the Collective Agreement governing seniority, when an employee who has at least one (1) year of service with the Company is displaced from his or her job by reason of technological change, and where a vacancy exists for which he or she might qualify by training, the employee shall be entitled to such training, whether on or off the job, at the Company's expense, but such period of training shall not exceed a maximum of thirty (30) working days except when otherwise mutually agreed between the Company and the Union. During training the trainee shall be paid ten cents (\$.10) per hour less than the rate for the job for which he or she is being trained.

20.05 In the event that an employee is terminated by reason of technological change or plant closure, such employee shall be entitled to severance pay on termination at the rate of one (1) week, comprising forty (40) hours at such employee's regular rate of pay at the time of termination, for each year of service with the Company up to a maximum of twenty-six (26) weeks' severance pay.

ARTICLE 21 - TRADESPEOPLE

- 21.01 (a) The Company acknowledges that it wishes to obtain its apprentices from the bargaining unit. If an apprentice is required by the Company, such a position shall be posted. Selection of apprentices shall be made from among those candidates with Grade 12 standing or equivalent educational qualification who have the necessary capability and seniority. Such employees shall meet the Apprenticeship prerequisites as specified under Provincial regulations. If there is no qualified candidate in the bargaining unit, the Company may hire one. After their first year as an apprentice, apprentices may be required to work independently, subject to safety considerations.
- (b) No employee who is or has been employed as a tradesperson shall be eligible to enter apprenticeship in another trade under the provisions of this Article.
- 21.02 The Company shall supply tools which shall remain the property of the Company and shall be signed for by the employee. Tools shall not be removed from the

Company's premises. Tools lost, worn or broken must satisfactorily accounted for by the employee.

- 21.03 (a) When tradespeople and apprentices are away from work attending a B.C. Vocational School to receive the in-school part of their training conducted by and arranged by the Apprenticeship and Industrial Training Branch and the B.C. Ministry of Labour, they will be paid the difference, between forty (40) hours at their rate, not including overtime, and the weekly allowance they receive from Human Resources Development Canada. Living out allowance would not be included in the amount to be deducted.
- (b) Apprentices will automatically be paid the difference in wages as above provided for their first attempt at completing a year of studies (school training), even if they should fail the school training. Payment for the difference in wages for repeating the year of studies (school training) will be withheld until the school

report is received. If the apprentice is successful on the repeat course, the apprentice will be paid the difference in wages as above provided. If the apprentice **is** unsuccessful in the second attempt at completing the year of studies, no payment will be made of wage difference and the Contract of Apprenticeship will not be extended. An apprentice who fails this second attempt cannot decide to enter apprenticeship in another trade under the provisions of this Article.

21.04 All successful applicants for apprenticeship shall be signed up with the British Columbia Apprenticeship Branch within three **(3)** months of their selection on posting,

21.05 An apprentice at the successful completion of each year **of** this apprenticeship shall become entitled to an increase in the hourly wage rate as follows:

$$\frac{\text{Difference between} \\ \text{Apprentice} \\ \text{Rate and Journeyman} \\ \text{Rate}}{\text{Years required for} \\ \text{apprenticeship}} \quad \text{X} \quad \begin{array}{l} \text{Years of} \\ \text{apprenticeship} \\ \text{actually} \\ \text{completed} \end{array}$$

21.06 Due to technological changes in the industry, selected tradespeople given time off with pay to obtain upgrading courses in their respective trades. The Company will assume the cost of such courses.

ARTICLE 22 - JOINT INDUSTRY COMMITTEE

22.01 For the purposes of considering and resolving accumulated contentious issues, the Company and the Union agree to request the Federal Minister of Labour, or designate, to convene and chair a joint meeting of representatives of the Industry and of the Union.

**ARTICLE 23 - SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN**

- 23.01 Supplemental Unemployment Plan benefits shall be payable to an employee on lay-off in the amount and subject to the conditions set out in this Plan.
- 23.02 An employee must have completed a minimum of two (2) years of service with the Company at the date of lay-Off.
- 23.03 Supplemental Unemployment Plan benefits will be payable only to those employees on lay-off who are eligible for and where applicable, have received Employment Insurance benefits in each week of lay-off, and a week of lay-off means a period of seven (7) consecutive days, commencing on and including Sunday.
- 23.04 An employee must apply to the Company and furnish the necessary proof of eligibility for Supplemental

Unemployment Benefit Plan benefits in a manner acceptable to the Company.

23.05 An employee shall not be entitled to Supplemental Unemployment Plan benefits after:

- (a) The employee has refused a call back to work in accordance with the provisions of the Collective Agreement;
- (b) The employee is receiving sickness and accident indemnity payments under the Company plan, Workers' Compensation or severance pay in any week of lay-off.

23.06 An employee on lay-off and subject to the conditions set out in this plan shall be eligible for Supplemental Unemployment Benefits Plan benefits of seventy percent (70%) of regular wages, based on the regular hourly rate, per week of lay-off, or one-fifth (1/5) of the said 70% of weekly wages for each day, less the amount received from the Employment Insurance Commission, for benefit periods to the following maximums:

After two	(2)	years service	15 weeks
After six	(6)	years service	17 weeks
After seven	(7)	years service	19 weeks
After eight	(8)	years service	21 weeks
After nine	(9)	years service	23 weeks
After ten	(10)	years service	25 weeks
After eleven	(11)	years service	27 weeks
After twelve	(12)	years service	29 weeks
After thirteen	(13)	years service	31 weeks
After fourteen	(14)	years service	33 weeks
After fifteen	(15)	years service and in each year thereafter	35 weeks

No employee shall be paid Supplemental Unemployment Benefit Plan benefits for more than thirty-five (35) weeks in a calendar year.

During the two (2) week waiting period presently imposed by Employment Insurance before E.I. benefits are paid, each laid-off employee covered by this Supplemental

No employee shall be paid Supplemental Unemployment Benefit Plan benefits for more than thirty-five (35) weeks in a calendar year.

During the two (2) week waiting period presently imposed by Employment Insurance before E.I. benefits are paid, each laid-off employee covered by this Supplemental Unemployment Benefit Plan who is otherwise eligible for E.I. benefits shall receive one-half (50%) the supplemental Unemployment Plan benefits provided under this Section 23.06. This is intended as make-up, and if the Employment Insurance payments should change during the life of the Agreement, the amount of make-up will be reviewed by both parties.

Should an employee on lay-off earn income from other sources, the Company will not reduce the Supplemental Unemployment Benefit payment by the amount earned; neither will the Supplemental Unemployment Benefit be increased as a result of the reduction of an employee's employment insurance benefit caused by earnings from other sources.

In no circumstances will the combined weekly level of Employment Insurance benefit, Supplemental Unemployment Plan benefits and all other earnings exceed the limit established for the purpose of the registration of Supplemental Unemployment Benefit plans of 95% of the employee's normal weekly earnings.

- 23.07 The payment of benefits to employees on lay-off will be made by the employer on a "pay as you go" basis separate from the regular payroll. Accordingly, on the winding up of the Plan there will be no funds for distribution.
- 23.08 No employee shall have any right, title or interest in or to any employer contribution in the Plan.
- 23.09 No benefit payment to an employee shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment execution, or encumbrance of any kind and any attempt to accomplish the same shall be void. In the event that such an attempt has been made, the employer, in its sole discretion, may terminate the interest of such person in such benefit and apply the amount of

such benefit to or from the benefit of such employee and any such application shall be a complete discharge of all liability with respect to such benefit payment.

23.10 Payments such as guaranteed annual remuneration, deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

ARTICLE 24 - COST OF LIVING ADJUSTMENT

24.01 In the event the cost of living index published by Statistics Canada increases by 0 percent or more between 0 and 0, such increase over all above 0 percent shall be paid to each employee on the first payday following the increase.

ARTICLE 25 - GENERAL

25.01 Employees shall take orders only from their respective Supervisors, or other properly authorized members of Management when Supervisors are not immediately available.

- 25.02** The Company agrees to continue to make every reasonable effort to improve washroom and locker facilities and the employees will endeavour to keep them clean.
- 25.03** Supervisory staff will not do the work customarily performed by members of the bargaining unit. This will not apply in cases of emergency or unplanned shortage of personnel.
- 25.04** In the case of a death in the immediate family, of an employee, the Company will grant up to three (3) days leave of absence with pay to the employee on the basis of his or her regular straight time hourly rate, provided the circumstances exist which necessitate his or her absence from work. "Immediate family" shall be deemed to mean the employee's father, mother, spouse, common-law spouse (a relationship as though husband and wife), son, daughter, sister, brother, father-in-law, mother-in-law, common-law spouse's father and mother, grandparents and spouse's grandparents, son-in-law, daughter-in-law and grandchildren.

Such bereavement leave of absence shall not reduce the number of days vacation to which the employee is entitled under Article 9.

25.05 When an employee is required to serve on a regular or coroner's jury, or civil court jury, or is subpoenaed as a Crown witness, he or she shall be granted leave of absence with pay for straight time hours necessarily absent during which he or she would otherwise have been working. An employee who is scheduled to work on an afternoon or night shift and is absent in accordance with the above, shall not be required to work on his or her scheduled shift for the time that the employee would have been necessarily absent if scheduled on a day shift.

25.06 Upon notification to a Company Superintendent or Supervisor, a Union representative may enter the plant on Union business.

25.07 The revisions of and the amendments and additions to the next preceding Collective Agreement incorporated into this Collective Agreement shall be effective from the 1st day of January, 2001 for the balance of the term or any yearly renewal of the term **of** this Collective Agreement unless otherwise stated by the terms of this Agreement.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 This Agreement shall be in full force and effect from January 1, 2001 except **as** hereinbefore provided in Article 25.07 until December 31, 2004 and thereafter shall remain in full force and effect from year to year unless written notice that changes are desired herein is given by either party to the other party at least sixty (60) days prior to December 31, 2004, or sixty (60) days prior to any subsequent annual expiration date; (PROVIDED that since this Agreement was not concluded before the 20th day of November, 2002, neither party shall be chargeable for any breach or alleged breach of any of the terms hereof, committed or alleged to have been committed, before the 20th day of November, 2002.)

For GRAIN WORKERS' UNION
Local 333, C.L.C.

For PRINCE RUPERT GRAIN LTD.

R. J. MacKerem

Jeffrey L. Lall

Derek Roberts

B. B.

Samuel Brown

M. A.

SIGNED as of the 20th day
of November, 2002.

IN WITNESS WHEREOF the Company has caused these presents to be executed by its officers, thereunto duly authorized and the Union has caused these presents to be executed by its proper officers, as of the day and year first above written.

VACATION SCHEME EXAMPLES

1. (a) An employee was hired on August 1, 1974.
 - (b) His or her first vacation taken was in October, 1975.
 - (c) The employee wishes to take vacation for 1976 in September 1976 which will be past his or her second anniversary date into the third year of employment.
 - (d) The vacation pay for this employee for 1976 will be 4% of his or her earnings from October, 1975 to July 31, 1976 and 6% of his or her earnings from August 1, 1976 until September, 1976 or 80 hours pay prorated on the part of the vacation before the anniversary date (October 1975 to July 31, 1976) plus 120 hours pay prorated on the part of the vacation after the anniversary date (August 1, 1976 to September 1976) whichever is the greater.
 - (e) The actual time for the employee in 1976 would be that he or she would be able to take three weeks vacation after August 1, 1976.
 - (f) If the employee wished to take his or her 1977 vacation in February 1977, he or she would receive 6% of his or her earnings between September 1976 to February 1977 or $182/365 \times 120$ hours pay, whichever is the greater.

2. (a) An employee was hired on October 1, 1974.
- (b) His or her first vacation taken was in November 1975.
- (c) He or she wishes to take his or her vacation for 1976 in July 1976 which will be before his or her second anniversary date.
- (d) The employee will be able to take two (2) weeks vacation in July of 1976 and his or her vacation pay will be 4% of his or her earnings from November 1975 until his or her vacation date in July 1976 or the alternate prorata calculation.
- (e) After the employee passes October 1, 1976 he or she will be able to take one further week of vacation for which he or she will be paid 4 percent of his or her earnings from his or her vacation in July in 1976 until October 1, 1976 and 6 percent thereafter to the date he or she takes his or her third week or the alternate prorata calculation.

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OPERATIONS DEPARTMENT

July ■ Rates of pay	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Panel Control Operator	28.71	29.28	29.87	30.47
Trackperson/Charge Hand	28.12	28.68	29.25	29.84
House Inspector	28.05	28.61	29.18	29.76
Pellet Plant Charge Hand	28.55	29.12	29.70	30.29
Pellet Plant Operator	28.04	28.60	29.17	29.75
Loci Operator	27.82	28.38	28.95	29.53
Switchperson	27.46	28.01	28.57	29.14
Trackshed Relief	27.46	28.01	28.57	29.14
Head Cleanerperson	27.97	28.53	29.10	29.68
Cleanerperson	27.66	28.21	28.77	29.35
Car Opener	27.66	28.21	28.77	29.35
Grain Dryer Operator	27.45	28.00	28.56	29.13
Indexer Person	27.46	28.01	28.57	29.14
Pesticide Applicator	27.64	28.19	28.75	29.33
Janitor	27.29	27.84	28.40	28.97
General Labourer	27.29	27.84	28.40	28.97
Security Personnel	28.31	28.88	29.46	30.05

MAINTENANCE DEPARTMENT

July 1 Rates of pay	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
Technologists				
Elect Tech Charge Hand	31.18	31.80	32.44	33.09
Elect Technologist	30.67	31.28	31.91	32.55
Elect Technician	30.42	31.03	31.65	32.28
Electrician				
Elect Charge Hand	30.42	31.03	31.65	32.28
Elect Journeyman	29.91	30.51	31.12	31.74
Apprentice 3rd yr	29.40	29.99	30.59	31.20
Apprentice 2nd yr	28.88	29.46	30.05	30.65
Apprentice 1st yr	28.37	28.94	29.52	30.11
Millwright				
Millwright Charge Hand	30.42	31.03	31.65	32.28
Millwright Journeyman	29.91	30.51	31.12	31.74
Apprentice 3rd yr	29.40	29.99	30.59	31.20
Apprentice 2nd yr	28.88	29.46	30.05	30.65
Apprentice 1st yr	28.37	28.94	29.52	30.11
Sheetmetal				
Sheet Metal Charge Hand	30.42	31.03	31.65	32.28
Sheet Metal Journeyman	29.91	30.51	31.12	31.74
Apprentice 3rd yr	29.40	29.99	30.59	31.20
Apprentice 2nd yr	28.88	29.46	30.05	30.65
Apprentice 1st yr	28.37	28.94	29.52	30.11
Oiler	27.44	27.99	28.55	29.12
Material Control/Storeperson	27.59	28.14	28.70	29.27

Charge Hand

- (a) Any employee acting as Shift Boss or Charge Hand shall receive fifty cents (50¢) per hour above his or her classification rate and the fifty cents (50¢) per hour shall be included in his or her classification rate.
- (b) Electrician Charge Hand, Millwright Charge Hand, Sheetmetal Charge Hand and Trackshed Charge Hand shall be posted.

* **Head Cleanerperson position** shall be posted and the successful applicant shall be paid from the date of being awarded the job. 1 Head Cleanerperson per shift.

** **Grain Dryer Operator:** This position will be temporary.

*** **Pesticide Applicator** shall receive this rate of pay from the date they obtained their licence.

**** **General Labourers:** Includes Sweepers.

***** **Security Personnel:** Security Personnel must perform their duties at all times, including during a strike or lockout in the terminal or elsewhere and notwithstanding any picketing that might occur. The Company has the right to dismiss an employee who breaches this provision.

Commencing January 1, 1989, Security Personnel must be members of the Union as a condition of their employment at Prince Rupert Grain Ltd.

First Aid: The Company will pay, at straight time rates, for time required for Security Personnel to obtain, maintain or to upgrade a certificate if required. It is further agreed that, effective August 1, 1987, all employees who possess a valid First Aid Ticket ("A", "B", "C" or St. John Ambulance Occupational First Aid Certificate) shall be paid a premium of 5¢ per hour whether or not they are acting in the capacity of a First Aid Attendant. It is further agreed that, effective August 1, 1994, all employees who possess a valid First Aid Ticket ("A", "B", "C" or St. John Ambulance Occupational First Aid Certificate) shall be paid a premium of 35¢ per hour whether or not they are acting in the capacity of a First Aid Attendant.

Overtime premiums shall not be applied to the amount payable in relation to first aid and there shall be no pyramiding of such payments.

Transportation: In the case of an employee who, through no fault of the employee, misses his or her ride home because he or she is unexpectedly working overtime, then in those particular circumstances, Prince Rupert Grain Ltd. is obligated to provide free transportation home.

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LETTER OF UNDERSTANDING #1

The Safety Committee members from the Union will not exceed Five (5) in number.

**For GRAINWORKERS UNION
Local 333, C.L.C.**

For PRINCE RUPERT GRAIN LTD.

R. J. MacKerson

Jeffrey Lall

David Roberts

B. B.

Paul Brown

M. W.

**SIGNED as of the 20th day
of November, 2002.**

LETTER OF UNDERSTANDING #2

RE: CONTINUOUS SHIFT OPERATIONS

In the course of the negotiations leading to the 1990-92 collective agreement, the parties encountered an issue which was generated by the Association's proposal that each of its member companies be entitled to operate its facilities or any portion of its facilities on a scheduled continuous (7-day) or non-continuous basis as the company may deem appropriate.

The Association's most recent proposal to the Union respecting continuous shift operations was made on February 12, 1991. The Union did not accept that proposal. Rather, the Union's stated position was that if continuous shift operations are to be introduced into the grain terminals, it should be in accordance with a counter-proposal made by the Union to one of the Association's earlier proposals. The Union's counter-proposal is dated November 19, 1990. It was not acceptable to the Association. In the view of the Association, the Union's counter-proposal envisages an operation which would be cost ineffective in the extreme.

It became apparent during the negotiations aforesaid, including the mediation-arbitration procedures directed by the British Columbia Grain Handling Operations Act, that full agreement could not be reached either voluntarily or within a short period of time on the full range of matters which must be addressed

prior to the introduction of a continuous shift operation -- even assuming the establishment of the principle that a continuous shift operation shall be permissible. Accordingly, and so as not to further delay the finalization of a 1990-92 collective agreement, the parties have entered into this letter of understanding which shall form part of the collective agreement.

1. Not later than November 30, 1991, the parties shall agree upon and appoint a commissioner who shall have the powers, discretion's and responsibilities assigned to him or her pursuant to this letter of understanding. If the parties fail to agree upon and appoint a commissioner by November 30, 1991, the appointment of the commissioner shall be made by the mediator-arbitrator who was appointed pursuant to Section 8 of the British Columbia Grain Handling Operations Act, 1991. If it becomes necessary for the mediator-arbitrator to make the appointment of the commissioner, he or she shall first give the Union and the Association an opportunity to submit proposed names, but shall make every reasonable effort to ensure that the appointment is made not later than December 15, 1991. In the event that the mediator-arbitrator is unavailable to make the necessary appointment, the federal Minister of Labour will be requested to appoint the commissioner and to **do** so as promptly as possible.

2. Upon completion of this process contemplated by this letter of understanding, and subject to the terms of this letter of understanding and the decisions of the commissioner appointed pursuant to paragraph 1 above, the Company may operate its facilities on a scheduled continuous (7-day) or non-continuous basis as it deems appropriate in accordance with its business requirements.
3. Except as may be determined by the commissioner, and for such minimum period as the commissioner may decide, the term "Company", wherever it appears in this letter of understanding, shall be taken to mean all employers (subject to paragraph 15 below) covered by the collective agreement acting collectively and in unison through the Association; provided, however, that this paragraph shall not affect the existing rights possessed by the individual employers in respect of manning and shifting.
4. The commissioner shall inquire into and shall make decisions on the following matters:
 - (a) The permissible content of a continuous shift operation including the cycle of shifts; the scheduling of shifts: the number of crews.

- (b) The conditions or circumstances under which the Company may operate only a part of its facilities on a scheduled continuous shift basis.
- (c) The notice required to be given by the Company to the affected employees prior to the implementation of a continuous shift schedule.
- (d) The conditions or circumstances under which the Company may revert to a non-continuous schedule, and the notice required to be given in that regard by the Company to the affected employees.
- (e) Whether the pay cheques of employees working a continuous shift schedule will fluctuate or be averaged.
- (f) The compensation payable to an employee who, during and by reason of a transition between non-continuous and continuous shift operations, works excess scheduled hours.
- (g) What comprises overtime, and the compensation for overtime, during a continuous shift operation. This shall include a determination of whether some proportion of the overtime worked by employees on a continuous shift schedule ought to be compensated as banked time off.

(h) The premium compensation payable to employees on a continuous shift schedule for work performed on a Saturday or Sunday as part of that schedule.

5. In addition to the foregoing, it is understood and agreed that the implementation of a continuous shift schedule may require certain adjustments to the collective agreement which are necessarily consequential. The commissioner shall have the power to make such adjustments as he or she determines to be demonstrably and necessarily consequential., following the principle of "no loss; no gain". Without limiting the foregoing, but to assist the

commissioner, it is agreed that some new definitions may be necessarily consequential, as will be adjustments to the administration of General Holidays; but that no consequential changes are necessary in respect of Vacations, the Sickness Indemnity Plan, or the Supplemental Unemployment Benefit Plan.

6. Notwithstanding any other provision of this letter of understanding, it is understood and agreed that, except with the consent of the Union, the Company may not implement a continuous shift operation having scheduled shifts of a duration longer than the duration of shifts which now are scheduled under the current collective agreement; and the commissioner shall govern his or her deliberations

and decisions accordingly.

7. The commissioner shall determine the effective date of his or her decisions - i.e. the earliest date on which the Company may give notice of its intention to implement a continuous shift operation; provided, however, that the effective dates shall be not later than December 1, 1992.
8. At his or her discretion, the commissioner may invite the parties to each appoint an assessor in respect of a matter designated by the commissioner. The assessors shall be entitled to attend such hearings as the commissioner may conduct in respect of that matter, and may render such advice to the commissioner as the commissioner may request.
9. The commissioner may determine his or her own procedures, but subject to the following:
 - (a) The commissioner **shall** give the parties a reasonable opportunity to present evidence and make submissions; and
 - (b) the procedures adopted **by** the commissioner and the application of sub-paragraph (a) shall be consistent with paragraph 7 above.

10. The procedures adopted by the commissioner **may** include the taking of such views as the commissioner considers necessary, and may, with the consent of the parties, include the procedures commonly associated with mediation-arbitration.

11. At his or her discretion, the commissioner may conduct hearings and issue decisions at different times in respect of different parts of the commissioner's mandate.

12. A decision of the commissioner will be published to the parties initially as a recommendation, and will include a direction by the commissioner as to a period of time within which the parties shall meet and attempt to reach an agreement on the matter dealt with in the decision. **If** the parties fail to reach an agreement within the period directed by the commissioner, or within such extended period as the commissioner may in writing allow, the decision of the commissioner as earlier published to the parties shall thereupon be final and binding on the parties.

13. Notwithstanding paragraph 12 above, within ten days of a decision of the commissioner becoming final and binding on the parties, either party may apply to the commissioner for reconsideration of the decision on the ground that the

decision fails to deal with a matter required to be addressed, or on the ground that there is an error apparent on the face of the decision. If the commissioner is satisfied that the ground for reconsideration has been established, the commissioner may add to, vary or cancel the decision accordingly.

14. Nothing in this letter of understanding shall prevent the parties from reaching agreements about continuous shift operations, including agreements which would result in an amendment **to** a decision of the commissioner.
15. Except by agreement between the Union and the Association, but subject to Part **II** of the British Columbia Grain Handling Operations Act, 1991, this letter of understanding shall be deemed not to include or have reference to Prince Rupert Grain Ltd.
16. To the extent necessary, the implementation of the seven (7) day continuous operation shall be subject to the approval of the federal Minister of Labour.
17. The Association and the Union will share equally the fees and expenses **of** the commissioner. The Association and the Union will each be responsible for the fees and expenses of their own assessor appointed pursuant to paragraph 8 above.

18. Subject to paragraph 19 below, the mediator-arbitrator referred to in paragraph 1 above shall be deemed to be the person designated **by** the parties as having the sole and exclusive jurisdiction to render a final and binding decision in the event of a dispute arising about the interpretation or application of a provision of this Letter of Understanding.
19. Notwithstanding paragraph 18 above, the parties may agree that the commissioner shall be the person so designated.
20. The commissioner shall be deemed **to** be the person designated by the parties as having the sole and exclusive jurisdiction to render a final and binding decision in the event of a dispute arising about the interpretation or application **of** an earlier decision of the commissioner made pursuant to this letter of understanding.

For GRAIN WORKERS' UNION
Local 333, C.L.C.

For PRINCE RUPERT GRAIN LTD.

R. J. MacGerson

Jeffrey Lall

Derek Roberts

B. B.

Paul Ryan

M. A.

SIGNED as of the 20th day
of November, 2002.

LETTER OF UNDERSTANDING #3

Continuous Operation Umpire

A continuous operation umpire will be appointed by the parties to resolve disputes arising directly from the implementation of continuous operations. The continuous operations umpire shall be Mr. John Kinzie and if he is not available Mr. Dalton Larson.

If neither of the named umpires are able to act, and the parties are unable to agree on the appointment of a replacement, the Chief Justice of British Columbia shall have the authority to so appoint.

The umpire so selected or appointed shall have the authority to establish procedures and to resolve dispute on an expedited basis.

For GRAIN WORKERS' UNION
Local 333, C.L.C.

For PRINCE RUPERT GRAIN LTD.

R. J. MacKerson

Jeffrey L. Lall

George Roberts

B. H.

Paul Brown

M. J.

SIGNED as of the 20th day
of November, 2002.

LETTER OF UNDERSTANDING #4

When canvassing for overtime within the Operations Department at Prince Rupert Grain Ltd., the following procedures shall apply;

When a posted position(s) is required:

1. Canvas the employee(s) on shift who are working in the position the overtime is required.
2. Canvas the employees working in the same posted position on other shifts who did not have an opportunity for the overtime.
3. Canvas all qualified employees in operations by seniority.
4. Employees who work in a posting on both the Thursday and Friday preceding the overtime weekend will retain the right of first refusal for that overtime.
5. When overtime is offered for the same posting and shift for both days of a weekend, the employee who works the posting on the Saturday will retain the right to work in that posting on the Sunday.

When a General Labourer is required on a full working shift then:

1. Canvas General Labourers from that shift.
2. Canvas overall Operations Plant Seniority.

When General Labourers are required, or General Labourers are required on a limited function shift (less than full operations):

Canvas overall Operations Plant Seniority

Overtime required continuous to a regular shift will be offered to the individual performing the work in that position immediately prior to, or following the overtime as the case may be, Opportunities that remain available after this process will be offered to those from that shift with the greater seniority.

For GRAIN WORKERS' UNION
Local 333, C.L.C.

R. J. MacPherson

Derek Roberts

Paul Bayne

For PRINCE RUPERT GRAIN LTD.

Jeffrey Lall

David

W. J.

SIGNED as of the 20th day
of November, 2002.

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