

COLLECTIVE AGREEMENT

between

WESTSHORE TERMINALS LIMITED PARTNERSHIP

and

INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 502

Effective

February 1, 2020 to January 31, 2022

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ARTICLE 1 PURPOSE OF AGREEMENT

1.01 Intent and Purpose

It is the intent and purpose of this Agreement to set forth the rates of pay, hours of work, and other conditions of employment in order that orderly, harmonious and peaceful relations are achieved between the Parties.

1.02 Notice

The representatives of the Company and the Union shall provide each other with advance notice, in writing, on all matters affecting the administration of the terms of this Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

2.01 Scope

- (a) This Agreement shall cover all laborers, production and maintenance Employees engaged in handling bulk commodities or other cargoes for the Company at Westshore Terminals Limited Partnership ("Westshore"). This Agreement excludes all Employees who are members of Locals 514 and 517, professional Employees, Security personnel and Management personnel.
- (b) The Company recognizes the Union as the exclusive representative of all Employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of work and other working conditions.
- (c) All regular production, maintenance, and pollution control work will be performed by Employees covered by this Agreement.

2.02 Introduction of Technology

- (a) The Company agrees that the Union will be advised in writing a minimum of six (6) months in advance where the introduction of new technology will affect the work normally performed by such Employees. Such change shall not be implemented without prior discussion with the Union. The discussion shall be meaningful and will include a description of the new technology, how it will affect the performance of the work, the employee(s), and whether training or retraining is required with respect to such technology. If training as referenced is required, it will be provided to the affected employees.
- (b) There shall be no reduction in the workforce through layoff as a direct result of the introduction of technological change. Where a reduction in the workforce is necessary, as a result of the introduction of technological change, such reduction shall be achieved through attrition.

2.03 Performance of Duties

- (a) Nothing in this Article shall interfere with the normal performance of duties such as the carrying out of research programs, the necessary instruction of Employees, the inspection of equipment, product or process by persons not covered by this Agreement.
- (b) Employees will not be assigned to work beyond their personal skills unless they are being directed by an Employee having the technical skills for the work assigned.
- (c) It is understood that the loading of ships to the point where the hatch covers may be safely closed; including the handling of spillage, and overloads is part of the Company's regular production work. If a spill or overload occurs, which cannot be cleaned up by the designated men from the crew in two (2) hours of shoveling, extra help will be hired from the Union Hall, (consisting of a four (4) man crew).
- (d) The Company shall have qualified regular Electricians who are members of Local 502 update and maintain electrical blueprints.
- (e) It is understood and agreed that the switching, re-coupling of trains and setting of hand brakes, as required, shall be done by Employees covered by this Agreement. This provision shall not apply to work presently performed on site by railway personnel.

2.04 Contracting Out

(a) **General**

The Company may contract out work involving new construction, new facilities (new or replacement buildings), new installations (new or replacement major equipment) or warranty work, including removal and reinstallation, as required to validate the warranty. Warranty work is defined as the original warranty as specified at the date of purchase or installation.

(b) ***Definition of Regular Maintenance***

“Regular Maintenance” for the purposes of this Article shall be defined as that work normally performed to maintain the facilities and equipment on an ongoing basis. The normal course of such work, subject to subsection 2.04 (a) above, includes the removal, repair, replacement, and reinstallation of all parts, motors, electrical systems and fabrication of replacement components.

(c) ***Contracting Out Committee***

(i) ***Structure***

The Company and the Union shall establish a Contracting Out Committee composed of two (2) representatives of the Company and two (2) representatives of the Union. The Company and the Union representatives may each have an adviser in attendance at Committee meetings.

(ii) ***Meetings***

The Contracting Out Committee shall meet on a regular monthly basis, and/or as needed, to deal with matters related to planned shutdowns or other contracting out issues referred to in this Article, including warranty work and service agreements. In addition, on an annual basis, the Company will provide an overview of potential major projects planned for the year. This is provided as a forecast only and is subject to additions or deletions.

(iii) ***Responsibility***

It shall be the responsibility of the Contracting Out Committee to review the requirements of the Company related to planned shutdowns of equipment or facilities and to determine the following.

- requirement to maintain ongoing regular maintenance of the facility, and
- the equipment and/or facilities necessary to perform the work required, and
- the skills required to perform the work required, and
- work that would normally be done in-house and that work which would be done by outside personnel, and
- the availability of the required tradesmen, and
- to ensure coordination of all work to be performed by Employees and outside personnel, and
- requirement to complete work within reasonably established time constraints.

(iv) ***Agenda/Minutes***

The Company shall provide a written agenda and minutes pertaining to meetings of the Committee. In addition, the Company shall provide the Union with a work program related to planned shutdowns prior to the commencement of such work.

(d) ***Notices***

The Maintenance Planning Department shall be responsible for all matters to be contracted out and shall advise the Union in writing, and post notices to all maintenance and production bulletin boards, as follows:

- (i) within a minimum of seventy-two (72) hours when the Company intends to have equipment and/or parts not normally sent off site to be repaired, and

- (ii) within a minimum of forty-eight (48) hours when contractors are to be brought on site to perform work, excluding those covered by ongoing master agreements.

It is understood and agreed that the above notice provisions shall not apply to contracting out issues related to emergency breakdowns. However, the Company will advise the Union prior to the commencement of any work to be performed by contractors.

ARTICLE 3 MANAGEMENT

3.01 Management Functions

The Management of the Company, and the direction of the work force, including the right to hire, suspend or discharge for proper cause, or transfer, the right to relieve Employees from duty, and the right to make and alter "written and posted" rules and regulations to be observed by the Employees, is vested exclusively in the Company, provided that this will not be used for purposes of discrimination against any Employee; provided, further, that the provisions hereof are subject to the other provisions of this Agreement.

3.02 Rules and Regulations

Where the Company establishes rules and regulations, as referred to in section 3.01 of this Article, such rules and regulations shall be in accordance with the following:

- (a) Consistent with the terms and conditions of this Agreement;
- (b) Clear and reasonable;
- (c) Applied consistently taking into account individual circumstances; and
- (d) Employees shall be advised in writing prior to implementation.
- (e) Prior to implementing or changing a rule or regulation, the Company will provide reasonable advance notice and a copy of the rule or regulation to the Union, and meet with representatives of the Union to review the circumstances giving rise to the rule or regulation and engage in meaningful discussions about its application and effect. In circumstances where the delay in implementing the rule or regulation would create demonstrable prejudice, the Company will provide the Union with a copy of the rule or regulation and implement it prior to the aforementioned meeting, which will be held within seven days unless mutually agreed otherwise.

3.03 Employment of Personnel

The number of persons to be employed shall be at the discretion of the Employer with the following rules applying:

- (a) Maintenance of safety;
- (b) Avoidance of undue individual work burden:
- (c) Prohibition of individual speed-up:
- (d) In accordance with the provisions of Article 24; and
- (e) In accordance with past practice it is understood that the Company will discuss transfers from crew to crew with the Union.

ARTICLE 4 ADJUSTMENTS OF GRIEVANCES

4.01 Purpose

It is the intent and purpose of this Article, which shall be available to both the Union and the Employer, to provide for the presentation and equitable adjustment of grievances. Should any differences arise between the Employer and the Union as to the meaning or application of the provisions of this Agreement or as to any question relating to the wages, hours of work or other conditions of employment of any Employee, the same shall be disposed of in accordance with the provisions of this Article.

Pending the investigation and settlement of any grievance, work shall continue to be performed as provided in Article 5, Cessation of Work.

4.02 Procedure

Each grievance shall be presented to the appropriate Party hereinafter indicated within seven (7) calendar days after the occurrence of the event causing the grievance.

STEP 1:

Any Employee who believes that he has a justifiable request or complaint may discuss the matter with his Supervisor, with or without his Shop Steward (or his replacement), Plant Chairman, Plant Secretary or Business Agent, being present to settle same. Where the request or complaint has been submitted to the Supervisor, he shall give the aggrieved Employee an answer as quickly as possible, but in no event later than three (3) days (exclusive of days off or recognized holidays), the matter may be referred in writing within seven (7) days to Step No. 2 if the answer given is not acceptable.

STEP 2:

Grievances which are appealed to Step 2 in a timely fashion shall be dated and signed by the aggrieved and his Business Agent, and shall be discussed by the Department Superintendent, or his designate, and the Business Agent at a mutually convenient time. Either Party may call

witnesses who are Employees of the Company and attendance shall be limited to time required for their testimony. At this time the issues and facts will be thoroughly reviewed for the purpose of securing a prompt resolution. The Company representative will give a written disposition signed and dated, of the decision reached within seven (7) calendar days from the date of presentation in this Step 2.

STEP 3:

In the event a grievance is not settled in Step 2 hereof, written notice of appeal to Step 3 shall be served by either party prior to the expiration of ten (10) calendar days following disposition of the grievance in Step 2 hereof. Such notice shall state:

- (a) The subject matter of the grievance; and,
- (b) The objections of the appealing party of the previous disposition.

The Step 3 discussions shall be between two (2) persons, certified in writing, by the Union as the representatives for this purpose, and not more than two (2) representatives of the Employer certified to the Union in writing as the representative of the Employer for the purpose of attempting to settle the grievance.

Either party may request a further statement of facts to be made available not later than three (3) calendar days preceding the date set for the Step 3 meeting. Either party may produce at the Step 3 meeting any persons familiar with the facts involved to aid in a solution to the problem.

The number of meetings required in Step 3 to reach a satisfactory conclusion shall be determined jointly between the representative(s) of the Employer and the representative(s) of the Union.

Typewritten minutes shall be kept of Step 3 meetings and shall conform essentially to the following outline:

- (a) Date and place of meeting.
- (b) Names and positions of those present.
- (c) Identifying number and description of the grievance.
- (d) Brief statement of Union position.

- (e) Brief statement of Employer's position.
- (f) Abstract of important aspects of the discussion.
- (g) Decision reached.

These minutes are to be presented within ten (10) calendar days following the Final Step 3 meeting.

STEP 4:

In the event a grievance is not settled in Step 3, written notice of appeal to arbitration shall be served by either party within the expiration of 30 calendar days following receipt of the minutes of the final Step 3 meeting. The arbitrator shall be mutually selected from a panel of three (3) names submitted by the Company and three (3) names submitted by the Union. The selected arbitrator shall be appointed, in writing, and shall have the powers, duties and jurisdiction to resolve the grievance within the confines of this Agreement.

The agreed upon arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor, to alter, modify or amend any part of this Agreement. The decision of the Arbitrator shall be final and binding on the parties hereto.

4.03 Arbitrator's Remuneration

The Arbitrator shall devote such time as is necessary to discharge his duties and responsibilities and he shall be paid at a rate and upon a basis to be agreed upon between the Arbitrator and the parties. His remuneration shall be paid one-half by the Union and one-half by the Company.

4.04 Employee Records - Limitation

For the purpose of this Article the Company cannot consider the grieving Employee's past record for more than two (2) years prior to the date of the grievance in question.

ARTICLE 5 CESSATION OF WORK

5.01 Strikes and Lockouts

- (a) The Union agrees that during the term of this Agreement there will be no slowdown nor strike, stoppage of work, interruption or cessation of work, or refusal to work or to continue to work.
- (b) The Company agrees that during the term of this Agreement there will be no lockout.

5.02 Continuation of Work

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.

5.03 Pollution Control

- (a) If the Picket Line is manned by members of the Union, such measures as are necessary to fulfill obligations regarding pollution control will be performed with supervision from Local 514, I.L.W.U. by the Union.
- (b) In the event picket lines are established by parties other than members of the Union, the Union will make every effort to obtain picket passes for Local 502 members to perform pollution control functions.
- (c) Except for the above, the Company does not expect members of the Union to cross a picket line.

ARTICLE 6 HOURS OF WORK AND SALARY SCHEDULE

6.01 Definitions

- (a) Normal Work Week - means that period of time from midnight on Saturday night to midnight on the succeeding Saturday night.
- (b) Normal Work Day - shall be hours of work set out in the Employee's assigned work schedules, which form part of this Agreement. The hours of work in a normal work day shall be consecutive.

6.02 Rest and Lunch Breaks

- (a) When production and/or maintenance is on a continuous operation, the shifts shall be those set out in the assigned work schedules with the Employee allowed one-half (1/2) hour to eat on the Company's time. No Employee will be required to work in excess of five (5) consecutive hours without a meal break. In any case, an Employee's meal break will be observed between the third and fifth hours of any shift worked.
- (b) All Employees shall receive two (2) fifteen (15) minute rest breaks per shift. The Company agrees that this provision shall be administered on a reasonable basis given individual circumstances and working conditions.
- (c) It is also understood and agreed that the duration of lunch and rest breaks shall be time spent in the Dry facilities.

6.03 Normal Work Pattern

- (a) This Agreement provides for the operation of Westshore, on continuous operations seven (7) days per week in accordance with the shift schedules attached to and forming part of this Agreement.
- (b) No hours worked in accordance with any schedule contained in this Agreement shall be construed as overtime.

- (c) Persons employed to fill a position temporarily will be paid the equivalent hourly rate of the position being filled on the schedule for which the position is designated.
- (d) It is agreed the Company retains the option to maintain a steady day shift crew, if required.
- (e) It is further understood and agreed that the Company may institute a maintenance night shift (MA-ME - 12 midnight to 08:00) at such time as deemed necessary by the Company. The Company shall give a minimum of sixty (60) calendar days notice prior to instituting such night shift.
- (f) Any changes to existing schedules or implementation of a new schedule shall be subject to mutual agreement of the Company and the Union.

6.04 Starting Times

- (a) The starting times for shifts will under normal conditions be:

Continuous Operation

Day Shift	8:00 a.m.
Afternoon Shift	4:00 p.m.
Night Shift	12:00 Midnight

- (b) The above starting times, as established by the Company, may be changed by mutual agreement of the Company and the Union to meet the requirements and level of operations.

6.05 Hours of Work

- (a) **Operations**

- (i) Day Shift (M1 to M5 schedules)

- 8:00 a.m. to 4:00 p.m.

The above hours of work include a twenty (20) minute washup period at the end of the shift which commences at the time the Employee leaves the work area.

(ii) Continuous (A to E schedules) Hot Change

- 8:00 a.m. to 4:35 p.m.
- 4:00 p.m. to 12:35 a.m.
- 12 midnight to 8:35 a.m.

The dispatch of Employees working a Hot Change schedule shall be as per past practice and an Employee who is relieved late (after fifteen (15) minutes past the hour) will be paid one (1) hour at overtime rates.

(iii) Continuous (A to E schedules) No Hot Change

- 8:00 a.m. to 4:20 p.m.
- 4:00 p.m. to 12:20 a.m.
- 12 midnight to 8:20 a.m.

The above hours of work include a fifteen (15) minute period at the end of the shift to cleanup tools and equipment and a twenty (20) minute period for washup. The cleanup and washup time commences at the time the Employee leaves the work area.

(b) **Maintenance**

(i) Day Shift (M1 to M5 schedules)

- 8:00 a.m. to 4:00 p.m.

The above hours of work include a twenty (20) minute washup period at the end of the shift which commences at the time the Employee leaves the work area.

(ii) Continuous Schedule

- 8:00 a.m. to 4:20 p.m.
- 4:00 p.m. to 12:20 a.m.
- 12 midnight to 8:20 a.m. (if a Night Shift is instituted)

The above hours of work include a fifteen (15) minute period at the end of the shift to exchange information and a twenty (20) minute period for washup. The information transfer and washup time commences at the time the Employee leaves the work area.

(c) **Interpretation**

1. The "work area" for the purpose of subsections (a) (i) and (b) (i) shall be the specific area of the site where the employee is working immediately prior to the end of the shift.
2. The time for leaving the "work area" and proceeding to the Dry facility, as it applies to subsection (a) (i) and (b) (i), shall be as follows:
 - an employee will leave the work area at the end of the shift to provide twenty (20) minutes for washup in the dry facility.
3. The time for leaving the "work area" at the end of the shift, as it applies to subsection (b) (ii), shall be as follows:
 - an employee will leave the work area at the end of the shift at fifteen (15) minutes to the top of the hour. (All work related to cleanup of the work area, loading the vehicle with tools, etc., and removing personal locks from equipment, shall be completed prior to the commencement of the fifteen (15) minute period).

The foregoing hours of work, and related conditions, shall remain in effect unless changed by mutual agreement of the Parties.

6.06 Industrial Accidents

An Employee involved in an industrial accident while employed by the Company shall be paid for the entire shift for the day of the accident. This provision shall only apply where the Employee

requires the attention and services of a medical practitioner or other registered medical professional.

ARTICLE 7 OVERTIME

7.01 Purpose

- (a) This Article contains the provisions concerning overtime and specifies the conditions and rates applicable.
- (b) The intent of Article 7 is not to be used to circumvent the addition or reduction of a second or third shift.

7.02 Definition of Terms

- (a) The payroll week shall consist of seven (7) consecutive days beginning at 00:01 hours Sunday, or at the turn changing hour nearest that time.
- (b) The workday for purposes of this Article is the twenty-four (24) hour period beginning with the time the Employee begins work, except that a tardy Employee's workday shall begin at the time it would have begun had he not been tardy.
- (c) The regular rate of pay, as the term is used in Section 7.03 of this Article, shall mean the hourly equivalent salary rate which the Employee would have received for his scheduled work had it been performed during non-overtime hours.

7.03 Conditions Under Which Overtime Rates Shall Be Paid

- (a) Double time the regular rate of pay shall be paid for hours worked in excess of the Employee's normal work week, or work day, as set out in the shift schedules which are appended hereto and form part of this Agreement.
- (b) Three (3) times the regular rate of pay shall be paid for consecutive hours worked in excess of the normal work day where he works at double time for a normal work day.
- (c) Employees who perform work on a Statutory Holiday, as defined in Article 8, shall be entitled to either:

- (i) Double the Employee's equivalent hourly rate for hours worked on the Statutory Holiday, (except that if New Year's Day is worked the rate shall be two and one-half (2.5) times the equivalent hourly rate), or
- (ii) Two (2) days off in lieu, provided he qualifies for pay for the full shift, or
- (iii) Elect to defer such days in accordance with the provisions of Article 7, section 7.07 of this Agreement.

Employees who are eligible under Article 8 shall receive either (i) or (ii) above in addition to their regular salary, should they perform work on a holiday.

Employees shall elect in writing either (i) or (ii) above at the time they report for their shift on the Statutory Holiday.

Employees who have elected (ii) above shall notify the Company in writing when they wish to take their days off. Such notice shall be at least seven (7) days prior to the requested days off. The days requested must be mutually agreeable to both the Company and the Employee before the Employee shall be granted those days off.

- (d) If the Employee's normal work day falls on a Statutory Holiday and the Employee is paid double time, in accordance with Article 7, subsection 7.03 (c), the Employee shall receive triple time for consecutive hours worked in excess of the hours in the Employee's normal work day.
- (e) Payment of overtime rates shall not be duplicated for the same hours worked. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.
- (f) An Employee will not be required to work in excess of eight (8) hours overtime within his normal work day.

- (g) If an Employee works in excess of eight (8) hours (or one shift) that Employee shall have ten (10) hours off with no loss of pay from his next regular scheduled shift.
- (h) An Employee working a full shift of O/T (8.58 hours) has the option of banking, as per limitations of the agreement, two (2) shifts of nine (9.0) hours or being paid nine (9.0) hours at the double time rate of pay. The third option would be banking one day and being paid for one day (9.0 hours and banking 9.0 hours). Subsequent days which are taken off will be taken on either 8.0 hour or 8.58 hour schedule and the appropriate day charged from the banked time. O/T worked on a day schedule 8.0 hours can also be taken off as noted above, either on 8.58 hour or 8.0 hour shift, and the deduction made from the banked time.

7.04 Extended Shifts

- (a) Extended shifts is defined as the consecutive hours worked in excess of the Employee's normal work day where prior to the end of the shift the Employee is notified accordingly. An extended shift is not a call-out.
- (b) When an extended shift is needed for an individual or crew, the Company will be obligated to furnish a hot meal after the first hour of the extended period. Exceptions to this may be agreed to on a local basis, but in no case would the cost exceed the above stipulated benefit.
- (c) The parties to this Agreement recognize that from time to time extension of shifts will be required because of the nature of the work involved. However, the Company pledges that there will not be a flagrant abuse of shift extensions and further, when they are required, such extensions should be divided equitably among the Employees if possible. The work schedules lend themselves to this application.
- (d) Shift extensions as they apply to such maintenance Employees and electricians working the day shift shall not exceed one (1) hour in accordance with present practice. It is understood that overtime work required in excess of the one (1)

hour shall be assigned in accordance with the provisions of Article 20, section 20.01, subsections (c) and (d).

7.05 Call-outs

- (a) Employees may be required by the Company to work non-scheduled hours. An Employee called back to work, or otherwise called to work off schedule, will receive a minimum of eight (8) hours at double time for non-scheduled work. An Employee called out to work overtime during any shift, but prior to the midpoint of the shift, shall only be required to work to the end of that shift to perform the work for which he was called out. Where an Employee is called out after the midpoint of any shift, such Employee will only be required to work to the midpoint of the following shift.
- (b) In the event that the call-out overtime work continues into the Employee's regular scheduled work shift, and:
 - (i) The Employee worked on call-out in excess of four (4) hours immediately prior to the commencement of his scheduled shift, that Employee will be provided with the option to continue to work his scheduled shift or book off work during his scheduled shift; however, if the Employee books off on his scheduled shift, that Employee will have deducted from his regular pay an amount equal to his salary equivalent for the hours he was absent from his scheduled shift, except 12:00 a.m. to 8:00 a.m. shift, or
 - (ii) The Employee worked on call-out less than four (4) hours immediately prior to his scheduled shift, such Employee will be required to work his scheduled shift.
 - (iii) An Employee called out to work four (4) consecutive hours early beginning at 4:00 a.m. on the 12 to 8 a.m. shift, in accordance with Article 20, section 20.01 subsections (a) (iii),

or (b) (iii), shall be paid (4) hours at double time plus one (1) hour at straight time in lieu of a meal break. The Employee shall not be required to work past 8:00 a.m., and this shall not result in any reduction of regular salary.

- (c) When the Company is scheduling planned work on a graveyard shift and requires an additional Foreman to its normal complement, and has received confirmation of an available Foreman, they will order two Employees to work under the direction of the Foreman once they are reasonably certain the planned work is required to be performed. Substitutions for classifications ordered will be at the discretion of the Company, and should the maintenance priority change for the shift in question due to an emergency breakdown that the Company has determined requires immediate attention, the Company will exhaust all avenues as per past practice for procuring manning prior to these Employees being assigned to the new tasks.

7.06 Banked/Deferred Time Off

An Employee shall be allowed to bank all overtime worked in a calendar year.

- (a) An Employee may elect to withdraw or defer overtime banked in a calendar year prior to March 31st of the year subsequent to the year in which the banked overtime was accumulated in accordance with the following:
 - (i) the Employee shall notify the Company, in writing, a minimum of seven (7) calendar days in advance stating the requested day or day days to be taken off. The days requested must be mutually agreed to by the Company and the Employee before the days are taken off, or
 - (ii) the Employee shall be paid out unused bank days by April 15th of the calendar year following the year in which the

banked overtime was accumulated at the rate at which such days were earned.

- (b) It is understood and agreed that where Employees elect to take banked overtime off, the Company may where required, replace such Employees from the Union Hall without regard to the provisions of Article 20, section 20.01.
- (c) An Employee may also elect by March 31st to defer banked time to be used as Early Retirement Credits, Paid Extended Absences or paid in cash in accordance with the provisions of this section.
- (d) An Employee who has elected to defer banked overtime, days in lieu of Statutory Holidays which occur on scheduled days off, or the premium portion of time worked on Statutory Holidays, in accordance with the provisions of this Agreement, shall be compensated for such banked time at the rate of pay in effect at the time of payment or at the time of utilizing such deferred time.
- (e) An Employee who elects the deferral option referred to in subsection (c) above, may receive payment for all or a portion of such deferred time by providing the Company with a minimum notice of seven (7) calendar days. The Employee may also elect to take such time off as Paid Extended Absences of one (1) continuous work week block or more. In the event an Employee uses such time as a paid extended absence, and the Employee makes application for Salary Continuance during this period, the balance of the absence will be cancelled, and at the conclusion of Salary Continuance entitlement the Employee will return to regular employment.
- (f) It is further agreed that where an Employee elects to take deferred time off, in accordance with the above provisions, the Company will replace such Employee from the Union Hall.
- (g) An employee who has received approval to use his deferred bank as Early Retirement Credits must have submitted a signed notice of resignation with a confirmed date of termination of service. Once this letter is accepted and the use of the Early Retirement Credits has commenced, the employee will not be entitled

to work for the Company. In the event of extenuating circumstances the use of Early Retirement Credits may be cancelled with mutual agreement of the Company and the Union.

7.07 Book-offs

- (a) It is understood and agreed that an Employee may book-off from an assigned shift by providing the Company with notice of the intent to not work such shift or shifts. The notice shall be appropriate to allow for a replacement to be obtained at the commencement of the Employee's assigned shift(s). The maximum number of consecutive working days an Employee shall be able to book-off shall not exceed six (6) at any one (1) time.
- (b) All book-offs, in accordance with the above provision, and the provisions of Article 20, section 20.03 and Article 22, section 22.01, shall be replaced from the Union Hall.

7.08 Overtime Callouts

Overtime callouts may be required to provide additional personnel on either scheduled or non-scheduled shifts as per, but not limited to the following:

The categories where overtime callouts may occur include the following:

<u>Clean-up</u>	<u>Welders</u>
<u>Shift Operators</u>	<u>Electricians</u>
<u>Warehouseman</u>	<u>Lubemen</u>
<u>Mechanics</u>	<u>Printman</u>
<u>Operators</u>	<u>Technicians</u>
<u>First Aid</u>	<u>Gearman</u>

- (a) Employees called out on overtime to replace absent Employees or to perform extra work shall be assigned work as follows:
 - i. Replacement (Absent Employee)

An employee called out to replace an absent employee shall perform all functions of the job being replaced.

ii. Scheduled Shift

An employee may be called out to a specific job category and the work to be performed shall be stated in the callout. Where the work called out to perform has not been started due to High Winds, the Employee called out may be assigned Shop Work for the balance of the shift. This provision shall not apply to Employees called out to perform Belt Splicing.

iii. Non Scheduled Shift

An employee may be called out to perform work, as stated in the overtime request, on a specific machine (for a Warehouseman the work shall be job specific). When the specified work is finished the callout shall be completed. A Cleanup Employee may also be called out to perform work on chutes/transfers or belt lines or roads and when the work is finished the callout shall be completed. However, where cleanup requirements are necessary due to inclement weather or product quality, involving chutes and/or transfers, the employee shall be called out for the entire shift.

iv. "Extra" Regular Employees

(a) Where "Extra" Regular Employees are utilized for three (3) days or less, in accordance with R2-94, the work will not be offered to other Regular Employees and the Regular Employees called out will perform the work in accordance with the provisions contained herein.

(b) In addition to the above, where "Extra" Regular Employees are utilized, the down rules, contained in Article 24 of the Collective Agreement, in the Operations or Maintenance Department where the "Extras" are assigned, shall not apply and the regular scheduled crews in the Department will be manned at the full normal complement.

v. Miscellaneous

- (a) When cleanup is being called on overtime for work on a stacker, the particular stacker does not have to be identified until the commencement of the shift.
- (b) When lube is being called for overtime work, the equipment will be identified at the commencement of the shift.

(b) Employees called out to perform work as a result of a breakdown shall be assigned work as follows:

(i) Maintenance Personnel

The callout shall be defined as the repairs required, as a result of the initial breakdown, to allow the specific piece of equipment to be put back into operation. The callout shall be finished when the repairs are completed and the equipment is operational.

(ii) Shift Operator

The callout shall be defined as work to be performed, as a result of the initial breakdown, of a specific piece of equipment, or specific jobs for the Maintenance Department. When the specific work is finished the callout shall be completed.

(iii) Cleanup Operators

The callout shall define the areas on one (1) piece of equipment where cleanup work is to be performed. When the specific work is finished the callout shall be completed.

7.09 Personal Days

The Company will provide employees with six personal guaranteed book-off days per calendar year that may be taken at the employee's discretion. Notwithstanding any article in the Collective Agreement, there will be no requirement to replace the employee on overtime. The use of a guaranteed book-off must be the initial notification or request for time off for the day(s) in question and must be requested a minimum two hours prior to the scheduled shift start time. An employee may use their deferred bank or DIL bank to request payment for such day(s) used, and may go into arrears of up to six days in his DIL bank.

ARTICLE 8 HOLIDAYS

8.01 Days

- (a) The following days shall be considered holidays:
- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. B.C. Day |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |
- (b) In addition to the above holidays, an Employee shall be entitled to his birthday as a paid holiday. For regular Employees and Apprentices, this holiday can be taken at anytime that is mutually agreeable to the Employee and the Company during the calendar year in which the birthday falls.
- Should this holiday occur during a dispatch for other qualifying Employees, they will be paid as per the calculation in Article 8.02 (b) at their normal rate of pay.
- (c) Any holiday declared by the Province or Federal Governments.
- (d) Unless agreed otherwise, the terminal will not operate the scheduled shifts, (as outlined in Clause 6.05), that commence on Christmas Day. However, the provisions of Letter of Agreement R1 – 85, and in particular sections 7 and 8, continue to apply.

8.02 Eligibility

- (a) Except as herein otherwise provided, to be entitled to any salary for the above-named holidays not worked, an Employee must meet the following qualifications:

- (i) He has qualified for pay purposes to receive holiday pay under the terms set forth in the Canada Labour (Standards) Code as General Holidays; and
 - (ii) The Employee has worked a minimum of ten (10) days or eighty (80) hours in the thirty (30) calendar days immediately preceding the general holidays.
 - (iii) It is agreed that for regular Employees, hours paid shall be considered as hours worked for the purpose of meeting the eligibility requirements of (ii) above, provided the Employee returns to work on or immediately prior to the holiday. This provision shall also apply to Temporary Employees during their dispatch, in accordance with point 10 of Appendix "B".
- (b) Employees entitled, under (a) above, to receive salary payments for the above named holidays not worked, shall be paid as follows:

<u>Time worked in 30 calendar days immediately preceding general holiday</u>	<u>Salary Payment</u>
15 days/120 hrs	Full day's salary
14 days/112 hours	14/15 of full day's salary
13 days/104 hours	13/15 of full day's salary
12 days/96 hours	4/5 of full day's salary
11 days/88 hours	11/15 of full day's salary
10 days/80 hours	2/3 of full day's salary

- (c) An Employee scheduled for work on any of the above holidays but who is unable to, or who fails to arrange for a replacement satisfactory to the Company, will have the hourly equivalent salary rate for the day deducted from his regular salary.
- (d) When a holiday falls on an Employee's scheduled day off, the Employee at the option of the Company, will be entitled to and shall be granted either the straight

time salary equivalent for that day or a day off in lieu thereof at a mutually agreeable time, however, not later than the Employee's next annual vacation. In addition, the Employee may elect to defer such days in lieu in accordance with the provisions of Article 7, section 7.07 of this Agreement. In the final year of the Collective Agreement, employees will be permitted to receive the pay for the general holiday or be entitled to a day off in lieu. At the end of the final year, the option reverts to that of the Company.

- (e) No salary payment shall be paid to any Employee for any holiday which occurs subsequent to the thirty (30) calendar day period following a layoff, leave of absence or retirement. In the event of termination, except for cause, an Employee shall be paid for any Holiday which occurs in the fifteen (15) calendar day period immediately following the date of termination.
- (f) If an Employee is entitled to holiday pay benefit from any other source, Westshore will not duplicate that benefit.
- (g) Holidays worked will be paid as set forth under the Overtime Article 7, subsection 7.03 (c).
- (h)
 - (i) The Company agrees that when the site operates on a holiday, all scheduled Employees shall be required to work in accordance with their assigned schedule.
 - (ii) Where a crew or crews of maintenance Employees are required to work on a shift and/or shifts on a holiday, the number of maintenance Employees required to work on each crew shall be in accordance with the manning provisions of Article 24, subsection 24.01 (b). A crew for the purpose of this section is defined as either the Electrical Day crew, the Lube crew, the crew assigned to the MA-ME or M-5 schedule on the day shift, the crew on the MA-ME schedule assigned to the night shift but scheduled to work the day

shift in the absence of such night shift, or the crew assigned to the MA-ME schedule on the afternoon shift.

- (iii) Where work is required to be performed on a holiday, as set out in (ii) above, other related Employees may be required to work by the Company as deemed necessary.
- (i) The Company shall advise the Employees a minimum of seven (7) calendar days in advance of any paid holiday when such Employees are not required to work their scheduled shift on any of the paid holidays referred to in subsection 8.01 (a) of this Article.
- (j) In the event the Company requires an Employee to work New Year's Day and the Employee books off such day, the book off will not affect the Employee's eligibility for Holiday Pay for such day, provided the Employee meets all other eligibility requirements for Holiday Pay as referred to in this section.

ARTICLE 9 VACATIONS

9.01 Vacation Entitlement

(a) ***Vacation Entitlement***

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1-4	3 weeks
5-9	4 weeks
10-14	5 weeks
15-19	6 weeks
20+	7 weeks

(b) ***Vacation Entitlement - Leaves of Absence***

- (i) An Employee granted a leave of absence in accordance with the provisions of Article 12, subsection 12.05 (a) of this Agreement (twenty-one (21) consecutive working days or less) shall receive no reduction in vacation entitlement as a result of such absence.

- (ii) An Employee granted a leave of absence in accordance with the provisions of Article 12, subsection 12.05 (b) of this Agreement (in excess of twenty-one (21) consecutive working days or more) shall have vacation entitlement adjusted, for that calendar year only, based on the following formula:

Gross Regular Earnings for the Year X Vacation taken Percent

Regular Weekly Pay

- Vacation weeks taken

= Amended Vacation Entitlement

- (iii) In the event application of the above formula results in a negative balance, the Employee's vacation entitlement in the subsequent year shall be reduced by such negative balance to a maximum of three (3) weeks only. Any negative balance will be rounded to the lowest whole number of vacation weeks.

(c) ***Vacation Entitlement - Salary Continuance, L.T.D. and W.C.B.***

- (i) An Employee returning to work following an absence on Salary Continuance, or a combination of Salary Continuance and L.T.D., or Worker's Compensation Benefits (W.C.B.) shall receive no reduction in vacation entitlement in that calendar year. Where an Employee's vacation entitlement exceeds the balance of time left to December 31st in that calendar year, the Employee will be granted vacation entitlement to December 31st and the balance of such Employee's vacation entitlement shall be paid out as a Vacation Pay Adjustment in accordance with the provisions of section 9.02 of this Article.
- (ii) An Employee absent an entire calendar year on L.T.D. or W.C.B. shall receive no vacation entitlement for that calendar year.

- (iii) An Employee returning to work following an absence on L.T.D., which commenced on or before January 1 of that calendar year, shall receive the lesser of full vacation entitlement or the balance of the time available from the date of return to work to December 31st of that calendar year.
- (iv) It is understood and agreed that an absence on Salary Continuance shall be considered as regular earnings for the purposes of vacation pay adjustments for the vacation year in which the absence occurred.

9.02 Vacation Pay Rates

Pay for vacations will be made at an Employee's rate of pay at the time vacation is taken, or, depending upon his vacation entitlement, at the rate of 6% (3 weeks), 8% (4 weeks), 10% (5 weeks), 12% (6 weeks) or 14% (7 weeks) of his earnings during such calendar year, whichever is the greater. Percentage calculations and payments will be made by February 1st of the following year.

9.03 Conditions

- (a) An Employee is eligible for a one (1) week vacation after six (6) months of unbroken service. This one (1) week vacation shall be taken in the same calendar year in which it is earned. If less than one (1) full week remains between the end of the six (6) months period of service and the end of the calendar year, the Employee is only entitled to the remaining portion of the week as vacation.
- (b) Subject to the other provisions of this Article, an Employee who is hired during the preceding calendar year is eligible for the vacation, as set out in section 9.01, after completion of one (1) year of unbroken service provided that the vacation can be completed within the calendar year. If the time between the end of the Employee's first year of service and the end of the calendar year is less than the Employee's

vacation entitlement, the Employee is entitled to only the remaining portion of the year as vacation.

- (c) In determining eligibility for vacation benefits, under section 9.01 of this Article, an Employee's service is computed in full calendar years subsequent to the first calendar year. For the first year of service an Employee who works a combination of eight hundred (800) or more hours in that calendar year shall receive a full year's credit for that year upon completion of the second calendar year of employment. An Employee who works less than the required eight hundred (800) hours in the first calendar year shall receive no credit for the time worked in that calendar year.
- (d) After one year of continuous service with the Company and for the sole purpose of calculating vacation entitlement, regular Employees shall be granted full credit for continuous I.L.W.U. service accumulated immediately prior to employment with the Company, provided satisfactory proof of such service is submitted to the Company. Thereafter vacation entitlement shall be at the rates set out in section 9.01 of this Article. Such service shall not be considered nor computed for any other purpose whatever unless specifically provided for elsewhere in this Agreement.
- (e) The I.L.W.U. service credit, referred to in subsection (d) above, shall be interpreted as those years in which the Employees worked five hundred hours (500) or more.
- (f) A week of vacation is seven consecutive days.
- (g) A "calendar year" is January 1 through December 31.

9.04 Vacation Pay

- (a) An Employee shall receive six percent (6%) (or where applicable the B.C.M.E.A. rate if greater) of his gross earnings from his date of hire until December 31st of the first calendar year, less any vacation pay received for that period. Thereafter vacation entitlements shall be in accordance with section 9.01 of this Article.
- (b) Commencing January 1st following the year of hire, and each calendar year thereafter, regular Employees are entitled to vacation pay which shall be paid an

amount equivalent to the Employee's normal salary which he would have received if he had worked on a straight time basis during his vacation period. Such vacation pay will be paid immediately prior to the Employee taking his vacation if the Employee so requests.

- (c) Temporary Relief Employees and Daily Dispatch Employees shall be entitled to a percentage of their gross earnings in lieu of vacation entitlement with pay. The percentage of gross earnings shall be based on their B.C.M.E.A. years of service and paid at the time of their termination or at December 31st of the calendar year in which they worked for the Company, whichever first occurs. In the event a Temporary Employee fails to earn a B.C.M.E.A. year of service, as a result of being employed by the Company, and works for the Company for eight hundred (800) hours or more in that year, then such Employee shall be granted a year of service for the purposes of determining the appropriate percentage rate and calculating vacation pay.
- (d) Vacation pay for regular Employees, whose employment is terminated for whatever reason, shall be computed as follows:
 - (i) Those who have not completed their first calendar year of continuous service and have not received any vacation, will upon termination be paid six percent (6%) (or where applicable the B.C.M.E.A. rate if greater) of gross earnings less any vacation pay already received for that period.
 - (ii) Those Employees who have completed their first calendar year of service and have not reached their anniversary date, shall upon termination, receive six percent (6%) (or where applicable the B.C.M.E.A. rate if greater) of gross earnings from January 1st following the year of hire until termination, less vacation pay already received for the period from January 1st following the year of hire until termination.

- (iii) Those who have passed their first anniversary date in the calendar year of their termination will receive the appropriate percentage(s) of gross earnings for the period worked from January 1st following the year of hire to the date of termination less any vacation pay already received for that period.
- (iv) Those who have received their vacation pay and who subsequently terminate prior to December 31st shall have deducted from their final pay cheque the difference between vacation pay received and the appropriate percentage of gross earnings for the period from January 1st to the date of termination.

9.05 Holidays During Vacation Period

If a statutory holiday falls within an Employee's authorized vacation, the Employee will be permitted to take one (1) additional work day off with pay in conjunction with his regular vacation provided such arrangements are made in writing immediately prior to the Employee taking his vacation.

9.06 Time of Vacation

- (a) Each eligible Employee shall be required to specify the vacation period(s) desired a minimum of thirty-seven (37) calendar days prior to the commencement of such vacation.
- (b) Vacation requests submitted, in accordance with the above, that meet all other requirements of this Article shall be approved by the Company on or before the thirtieth (30th) calendar day prior to the commencement of such vacations. Where vacation requests are submitted with a lesser notice period than that referred to in the above provisions, such requests will be considered on a first come first considered basis.

- (c) An Employee requesting an exception to the provisions contained in this section must complete a "Vacation Exception Request" and submit same to the Manager of Human Resources or his designate. All such requests shall be subject to mutual agreement of the Company and the Union, and shall be approved or denied within the ten (10) calendar days of receipt of such request by the Company and the Union.
- (d) Vacations will, so far as possible, be granted at times most desired by Employees (longer service Employees will be given preference as to choice) but the final right to allot vacation periods, and the right to change such allotments, are exclusively reserved to the Company in order to ensure the orderly operation of the facilities. It is, however, understood and agreed that the Company's right to change an Employee's approved vacation shall only apply where trained and qualified replacements are not available after exhausting all other provisions contained in this Agreement, and existing Letters of Agreement, related to such replacements.
- (e) Notwithstanding the foregoing, it is understood and agreed that the approved vacation schedule shall not reduce the number of regular Employees scheduled to work at any one (1) time by less than three (3) regular Employees on each Operations crew and two (2) regular Employees on each Maintenance crew.
- (f) Subject to the provisions of this Article, Employees must complete their vacation in the calendar year.
- (g) All Employees shall be allowed to take their vacations in one (1) week splits; provided management approval is obtained and the scheduling of such vacation will not interfere with the operation of the facilities.
- (h) At least thirty (30) calendar days must elapse between a vacation for one (1) calendar year and a vacation for the succeeding calendar year.
- (i) In the second calendar year of employment, no Employee shall be entitled to take his vacation before April 1st or his anniversary date, whichever is the later.

9.07 Vacation Lists/Schedules

The Company shall post a schedule each month indicating vacations approved for the following month. In addition, the Company will post a list each month indicating each Employee's vacation entitlement, vacation weeks taken to date, and vacation weeks outstanding. The Company shall provide the Union with a copy of such lists/schedules.

9.08 Vacation Scheduling & Disability

- (a) At such time an Employee commences his approved vacation the Employee will continue on such vacation without change.
- (b) In the event that an Employee has scheduled his vacation and is subsequently placed on a waiting list for admittance to a hospital, the Employee may have his vacation re-scheduled subject to the following:
If the Employee is admitted to a hospital, prior to the commencement of his approved vacation entitlement, then the Employee may request and may be granted permission to re-schedule his vacation. If the request is not made within two (2) calendar days of admittance to the hospital, or prior to the start of the approved vacation entitlement, then the Employee will continue on vacation as previously scheduled.
- (c) Scheduled days off that occur between consecutive vacation weeks are considered as part of the Employee's vacation schedule.
- (d) If an Employee is disabled as a result of an accident or illness immediately prior to the commencement of scheduled vacation entitlement, then such Employee may request and be granted permission to re-schedule his vacation entitlement. This provision shall only apply if the Employee notifies the Company, prior to the start of his vacation entitlement, of his request to re-schedule and further provided that the Employee gives to the Company, without undue delay, satisfactory proof of disability.
- (e) If, pursuant to the above conditions, an Employee becomes disabled or sick and re-schedules his vacation entitlement, then the Employee will receive salary

continuance in accordance with the provisions of Article 11 of the Collective Agreement.

- (f) If an Employee is hospitalized, and has an ongoing disability as a result of an illness or injury sustained during their scheduled vacation time, then such employee may request permission to re-schedule any remaining full vacation week(s) entitlement that were scheduled and approved to run concurrently with the vacation week during which the Employee was hospitalized. Any rescheduling of vacation will be subject to the mutual agreement of the Union President and Director of Human Resources, or their designates.
- (g) The employee may be required to provide documentation to support the claim of hospitalization and ongoing disability on a form supplied by the Company.
- (h) Any re-scheduling of vacation entitlement shall be subject to mutual agreement of the Company and the Employee and shall not result in any change in approved vacation periods for other Employees regardless of seniority.

9.09 Vacation Payout on Retirement

- (a) Employees who retire between the dates January 1 and June 29 inclusive of a calendar year will receive a vacation payout calculated on the following basis: A percentage (i.e. at the percentage rate of his vacation entitlement) of his year to date earnings (including severance payment) less any vacation pay received to date.
- (b) Employees who retire between the dates June 30 and December 31 inclusive of a calendar year will receive a vacation payout calculated on one of the following two basis:
 - (i) the number of outstanding weeks of vacation times (x) thirty-six (36) hours, times (x) the hourly rate in effect at the time, or

- (ii) a percentage (i.e. at the percentage rate of his vacation entitlement) of his year to date earnings (including severance payment) less any vacation pay received to date.

The Employee will be required to notify the Company of the method he wishes to have his vacation payout calculated at least two (2) weeks prior to his last day of work.

ARTICLE 10 INSURANCE BENEFITS

10.01 Benefit Plans

The Company shall provide all Employees, except daily dispatch Employees, with the following benefits, without contribution or deduction from those Employees; and in accordance with the provisions of section 10.06 of this Article.

(a) ***Medical Insurance and Extended Health Benefits***

Medical Insurance Plan (MSP) and Extended Health Plan shall provide coverage for the Employee, his spouse and their dependent children under the age of 21 years. The Extended Health Plan shall provide for one hundred percent (100%) reimbursement of prescription drug expenses, however the existing deductible and integration of benefits with the Pharmacare plan will continue to apply. The overall extended health care maximum is \$400,000 lifetime. If an employee reaches \$300,000, the parties will meet to discuss the individual circumstances and if necessary create special trust fund payments over and above the existing contributions to address any funding shortfalls.

(b) ***Dental Care Plan***

The Plan shall include orthodontia, and cover the Employee, his spouse and their dependent children under the age of 21 years. Orthodontia coverage to be three thousand dollars (\$3,000.00) lifetime maximum. The basic Dental Plan (Plan "A") shall be extended to provide coverage to a regular Employee's dependent children to age twenty-five (25), provided that the dependent children reside at home, and further provided that the dependent children are in full-time attendance at a recognized University, College or Technical Institute in the Province of British Columbia. The Dental Plan B shall provide coverage to a maximum of seventy-five percent (75%).

(c) ***Accidental Death and Dismemberment Insurance***

The Plan shall provide death benefits equal to twice the Employee's basic rate of annual salary rounded to the next highest \$1,000.

(d) ***Long-Term Disability Insurance Plan***

The Plan shall provide coverage for eligible Employees who are totally disabled for a period of time in excess of six (6) months. During which time Employees continue to be covered for their Medical and extended health insurance at Company expense.

(e) ***Life Insurance***

Life Insurance will be for a sum of three (3) times the Employee's basic rate of annual salary rounded to the next highest \$1,000 of coverage.

(f) ***Plan B Dental Mechanic Services***

(i) Coverage for partial and complete dentures but not more often than once every five (5) years.

(ii) The Dental Care Plan, upon acceptance of a claim under Plan B (Dental Mechanics) shall pay one hundred percent (100%) of the appropriate fee in the schedule of fees approved by the Dental Care Plan Carrier. In addition, if there is a surcharge, the Plan will assume this amount to a maximum of twenty percent (20%) of the appropriate fee upon receipt of an invoice from the Dental Mechanic.

(iii) The preceding arrangement will only apply to the services of a Dental Mechanic and all other provisions or terms of the Dental Care Plan shall remain in effect.

(g) ***Eyeglass Coverage Program***

The present Optical Program shall be amended, effective February 1, 1997, to provide a maximum of two hundred and seventy-five dollars (\$275.00) every year

to an Employee required to purchase corrective lenses or frames. Effective January 1, 2008, this amount will increase to three hundred and seventy five dollars (\$375). Effective February 1, 2012, the annual amount will increase to four hundred and fifty (\$450) dollars. Effective February 1, 2016, vision care will increase to \$1000 every 24 months for employees and dependents. Retirees will receive \$900 every 24 months. This program shall only cover regular Employees of the Company.

(h) The Company will provide a direct pay drug card for all regular employees and retirees.

The drug card will be subject to the terms and conditions of the policyholder and card issuer.

Employees who quit their employment or are terminated will be required to return their card, and will be responsible for any charges incurred after their resignation/termination. Any such charges may be deducted from their final cheque.

The card will require the employee to receive a generic drug where such drug is available.

10.02 Widow's Benefits

The Company will also provide Medical Insurance and Extended Health and Dental Care Benefits currently in effect to a surviving widow and her dependent children under the age of twenty-one (21) years until the spouse obtains full time employment or remarries or obtains coverage elsewhere whichever occurs first. All such benefits will cease if and when the widow or children become ineligible for B.C. Medical and Extended Health Benefits or Dental Benefits. Children born within 9 months following the Employee's death will be considered dependent children.

10.03 Explanatory Brochures

The Company will provide explanatory brochures for each area of insurance coverage but it is understood and agreed that all insurance plans are subject to the terms and conditions of the policy in each case and the Company's obligation ceases with the payment of premiums. In the case of any claim, it is the duty of the Employee claiming to ensure that the terms and conditions of the policy are met. The Company will assist the Employee in every reasonable way, but no such assistance will be deemed or considered as increasing the obligations of the Company under this Article.

10.04 Insurance Plan Policies

The Company shall provide the Union with copies of the Insurance Plans and Policies referred to in this Article, and each will make copies available for inspection at their respective offices. Neither the Company nor the Union will be deemed to be the agent of any plan or insurer. The Company will advise and discuss with the Union any changes prior to initiating any such changes in insurance carriers with respect to the insurance plans referred to in this Collective Agreement.

10.05 Eligibility

- (a) Daily dispatch Employees are not entitled to any benefits under this Article. Regular Employees and temporary relief Employees are entitled, from the date of their hire, to the benefits set out in Article 10.01 (a), (b), (c), (e), and (f). Regular Employees and temporary relief Employees shall become entitled to the benefits under Article 10 subsection 10.01 (d) upon the completion of twenty-two (22) shifts worked with the company provided that:
 - (i) The twenty-two (22) shifts are within the ninety (90) day period immediately preceding the date of claim;
 - (ii) The Employee has completed one (1) year's continuous I.L.W.U. service; and

- (iii) The Employee has passed the physical examination under Article 13.
 - (iv) Shifts worked by regular Employees and temporary relief Employees as daily dispatch Employees in the ninety (90) day period immediately preceding the day of claim shall be included in the calculation of the twenty-two (22) shifts worked with the Company.
- (b) The requirements of Article 10, subsections 10.05 (i) and (iii) will not apply to regular Employees who have completed twelve (12) months of continuous service with the Company.

10.06 Duplication of Coverage

To reduce duplicating of coverage for benefits under Article 10, subsections 10.01 (a) and (b), the Company and the Union may make alternate arrangements for any temporary Employee for the purposes of granting coverage for those benefits. The parties must mutually agree before such arrangements become effective. The parties agree to establish a system to provide for the exchange of the data in respect to dental coverage for temporary relief Employees, in order to minimize the problem of double payment.

ARTICLE 11 SALARY CONTINUANCE

11.01 Scope

Subject to section 11.03, the provisions of this Article shall cover regular and temporary relief Employees absent from work as a result of personal disability caused by accident or illness and includes policies pertaining to Salary Continuance during such absences.

11.02 Sick Leave Allowance

- (a) The Company shall have the right to employ a doctor to determine the nature and extent of disability or sickness and the duration of such disability or sickness at any time an Employee requests benefit under the provisions of this Article. Under normal conditions and where practical, the Company will select a doctor from the designated medical clinic referred to in Article 13 of this Agreement. The Company may request proof of disability or sickness by way of a certificate from the Employee's own doctor.
- (b) The following table shows the entitlement of an eligible Employee under this Article to have salary continued at the Employee's basic salary rate in the event of personal disability or sickness.

Length of Continuous Service and Maximum Salary Continuance

At least one (1) month but less than one (1) year	- balance of month plus one (1) month
At least one (1) year but less than five (5) years	- balance of month plus two (2) months
At least five (5) years but less than ten (10) years	- balance of month plus three (3) months
At least ten (10) years but less than fifteen (15) years	- balance of month plus four (4) months
At least fifteen (15) years but less than twenty (20) years	- balance of month plus five (5) months
At least twenty (20) years or more	- balance of month plus six (6) months

- (c) An Employee who returns to work following an absence on Salary Continuance, and is subsequently absent as a result of a different illness or injury, shall be entitled to the full benefit entitlement under section 11.02 of this Article.
- (d) An Employee who has utilized all of the benefits available under this Plan, returns to work, and has a reoccurrence of the same illness or disability arising out of an injury, and is not entitled to L.T.D. benefits, shall be entitled to one hundred percent (100%) of the Employee's basic salary during any subsequent absences for the same reason for a maximum of six (6) months. It is, however, understood that an Employee's entitlement shall not exceed the provisions of subsection 11.02 (b).
- (e) If an Employee returns to work in accordance with subsection (d) above, was entitled to L.T.D. at the date of return to work, and works two (2) continuous weeks or more, and has a reoccurrence of the same illness or disability, such Employee shall be entitled to continuance of the above benefit for a maximum period of six (6) months.
- (f) An Employee who returns to work from an absence on Salary Continuance or L.T.D. and, following a period of not less than two (2) years from the date of return to work, is subsequently absent as a result of the same illness or injury shall be entitled to the full benefit entitlement under section 11.02 of this Article.
- (g) In addition to the above, an Employee in receipt of Long Term Disability Benefits who returns to work shall be entitled to the benefits referred to in subsection (d) above for any incidental absences as a result of a reoccurrence of the same illness or disability arising out of an injury, unless such period of absence is covered by, or the Employee is again eligible for, Long Term Disability Benefits.
- (h) The Parties agree that successive periods of absence of one (1) month or less for the same illness or disability shall not be accumulated to determine the maximum entitlement under the provisions of subsection 11.02 (b) of this Article.

11.03 Eligibility

- (a) For the purposes of determining the amount of benefits under this Article, Employees who have I.L.W.U. continuous service at time of hire will be given an interim credit for previous continuous service with the I.L.W.U., provided such service was continuous and immediately prior to employment by the Company. The absolute maximum credit given for such I.L.W.U. service for the purpose of this Article at the time of hire will be two (2) years. Combination of credit for previous I.L.W.U. service, if any, and continuous service with the Company, will constitute "length of continuous service" for the purpose of computing applicable benefits under this Article for eligible Employees who are absent from work as a result of personal disability caused by accident or sickness for the first year of employment.
- (b) Upon completion of twelve (12) months employment with the Company, regular and temporary relief Employees shall receive credit for all previous I.L.W.U. service (less any credit for I.L.W.U. service in subsection (a) above), provided such service was continuous and immediately prior to employment by the Company. Such service shall not be considered, nor computed, for any other purpose whatever unless specifically provided for elsewhere in this Agreement, without reference to this Article. Continuous service for the purposes of this provision shall be as defined in Article 15, subsection 15.04 (c).
- (c) To be eligible for benefits set out under this Article, regular Employees and temporary relief Employees must comply with the following conditions:
 - (i) They must complete twenty-two (22) shifts worked with the Company in the ninety (90) day period immediately preceding the date of claim; and
 - (ii) They shall have passed the physical examination set out in Article 13.

- (d) For the purposes of calculating shifts worked in subsection (c) above, shifts worked by regular Employees and temporary relief Employees as daily dispatch Employees shall be included.
- (e) The requirements of subsection (c) above will not apply to regular Employees who have completed twelve (12) months of continuous service with the Company.

11.04 Amounts Payable

- (a) It is the intention of this Article to ensure that eligible Employees suffer no reduction in pay for the period of their entitlement, such period not to exceed six (6) months at full salary. Worker's Compensation Benefits accruing to the Employee for work incurred injury or disability will be deducted from the Employee's entitlement under this Article, as will be benefits accruing from any other insurance.
- (b) No deduction will be made as a result of any demotion or reduction in force which occurs during the period of entitlement so long as the Employee remains disabled and performs no work elsewhere.
- (c) There will be no duplication or pyramiding of salary continuance benefits and vacation benefits.
- (d) Employees shall be entitled to benefits under this Article for Medical and Dental specialists appointments only, where such appointments cannot be arranged on an Employee's regular days off.

11.05 Long Term Disability

- (a) If an Employee is eligible for Long Term Disability Benefits in accordance with the provisions of Article 10, and remains disabled and eligible for a period exceeding six (6) months, calculated from the first day of absence for disability, then such Employee shall be entitled to receive the benefits provided by such Long Term Disability Insurance Plan, subject to the terms and conditions of that Plan. The

Company's direct obligations under Article 11 shall cease unless and until the Employee works again under this Agreement or a renewal of it.

- (b) During the term of this Agreement the Company agrees that Employees in receipt of Long Term Disability Benefits shall receive the appropriate percentage of any scheduled salary increases in accordance with provisions of Article 25 of this Agreement.
- (c) Notwithstanding the above, once Long Term Disability Benefits commence for an Employee, any subsequent increase in C.P.P. disability payments will not offset any payments under this Plan.
- (d) Should an Employee be entitled to benefits under a self-insured plan, such benefits will not offset any payments under this Plan.
- (e)
 - (i) The Long Term Disability Policy will provide a maximum benefit of 80% of pre-disability salary from all sources.
 - (ii) An Employee entitled to receive Long Term Disability benefits shall receive sixty percent (60%) of the Employee's regular salary immediately prior to disability, less income from any other sources that exceeds eighty percent (80%) of the Employee's pre-disability salary, subject to all other applicable conditions contained in the Agreement.
- (f) The Company will advise and discuss with the Union any rehabilitation program to be instituted by the L.T.D. Insurance Carrier to assist the Employee in returning to active employment at Westshore.

11.06 Sequence

- (a) An Employee who is eligible for benefits under this Article shall claim benefits and shall be entitled to receive benefits in the following order and priority:
 - (i) The Employee will first claim under section 11.02 of this Article;

- (ii) If the Employee has exhausted benefits for full salary continuance as set out in section 11.02 of this Article, and has exhausted accrued vacation benefits, and if at the inception of the disability the Employee was eligible for Long Term Disability Benefits under Article 10 of this Agreement, then such Employee shall receive salary continuance at half salary until the Employee returns to work or upon the expiration of six (6) months from the first day of absence for disability, whichever occurs first. Under special circumstances the mandatory use of vacation benefits may be waived or altered by mutual agreement.
 - (iii) The above provision regarding use of vacation benefits shall not apply to an Employee who is entitled to full salary for six (6) months.
- (b) If the Employee has exhausted benefits under (i), (ii) and (iii) above, and if at the inception of disability the Employee was eligible for Long Term Disability Benefits under Article 10, then such Employee will receive the Long Term Disability Benefits subject to the terms and conditions of this Article and the L.T.D. Plan.

11.07 Claims Procedure

An Employee requesting benefits under the Salary Continuance Program shall be required to comply with the following Claims Procedure:

- (a) A request for benefits under the program is to be made directly to the Foreman or Management person in the Employee's department at the time of notification of absence.
- (b) The following information shall be required and provided by the Employee to initiate a claim under the Program:
 - (i) name of the Employee and Badge number;

- (ii) telephone number, and
- (iii) reason for and expected duration of the absence.

11.08 Medical Certificates

Employees requesting benefits under the Program shall provide the Company with a Medical Certificate from a qualified medical practitioner, on a form supplied by the Company, (the cost of obtaining such medical certificate shall be paid by the Company) in accordance with the following:

- (a) an absence by an Employee for a period of four (4) days or more;
- (b) any absence by a Temporary Employee, and
- (c) repetitive absences by any Employee where such absences indicate a pattern of absence has been established by such Employee.
- (d) an absence that may be considered a false claim.
- (e) if a medical note is required as per (a), (b), (c), or (d) foregoing, in order to qualify for salary continuance, the Employee must have visited the medical practitioner during the period of the absence from work for medical reasons. If the Employee is unable to do so, they must contact the Company to advise them of the reason for the failure to attend at a qualifying medical practitioner's office and obtain a medical certificate during their illness. Subject to having advised the Company of the late certificate, and providing a certificate, the Company will review the reason for the late certificate, and unless the Employee has had previous similar occurrences during the previous twelve (12) months, and the certificate in question is not unduly late, the Company will accept the certificate. Otherwise the Company will review the circumstances, and the reason for the late attendance at a medical practitioner's office, and determine whether or not they will accept the certificate.

Employees who do not agree with the Company's decision may request to present their position to the Health Committee. The Health Committee will have the authority, by consensus to amend the decision of the Company.

It is understood and agreed that the Health Committee may alter subsection (a) above at their discretion based on the Employee's claims record.

11.09 Health Committee

(a) ***Committee***

- (i) The Company and the Union have mutually agreed to establish a Health Committee comprised of two (2) representatives of the Company, two (2) representatives of the Union, one (1) alternate member for both the Company and the Union, and a Health Professional mutually agreed to by the Company and the Union. In addition, the Union shall designate one (1) Committee member to deal with Employees with abnormal absenteeism and such designated member of the Committee shall be paid for regular time off, where required.
- (ii) It is understood and agreed that the Health Professional shall be utilized by the Committee for the purposes of reviewing claims, under the provisions of Article 11 of this Agreement, and recommending reasonable means of rehabilitating such Employees or providing such other medical advice as may be appropriate under the circumstances. The Employee's own doctor shall have primary responsibility for treatment of the Employee's medical condition.
- (iii) The Company and Union representatives of the Committee must be present at all meetings of the Committee. The Committee shall meet at least once per month or at such

other times as deemed necessary by a majority of the members.

- (iv) All decisions and/or recommendations of the Committee will be by a majority of the members, however, the Health Professional shall not vote on such matters.

(b) ***Purpose of Committee***

- (i) It is the intent and commitment of both the Company and the Union to ensure that application of the provisions of this Article are carried out in a fair and consistent manner.
- (ii) The Committee will carry out their functions in full recognition that the Salary Continuance Program is intended for the use of Employees unable to report for scheduled work as a result of a legitimate illness, disability or non-occupational injury.

(c) ***Committee Functions***

- (i) The Committee shall review all claims for benefits under this Article on a monthly basis to ensure such claims are properly administered in accordance with the provisions of this Article. The Committee shall also review the year to date record of absenteeism for sickness of all Employees at such meetings.
- (ii) It is understood and agreed that the Committee has been established to ensure that the benefits of Article 11 are not abused. In order to ensure the Committee's success, the Committee will have the authority to modify, alter, discontinue, or disallow benefits, or amend the eligibility

requirements for Salary Continuance Benefits with respect to any claim or claims it deems such action is appropriate.

- (iii) The Committee, in conjunction with the Health Professional and the Employee's own Doctor, shall recommend and approve any necessary action to ensure the early rehabilitation of an affected Employee.
- (iv) The Committee shall, in individual cases, establish specific criteria for Employees to meet when requesting benefits under this Article.
- (v) It shall also be a function of the Committee to advise the Parties of their "Duty to Accommodate".

It is understood and agreed that the Company and the Union shall meet to discuss and mutually agree on the conditions applying to any Employee referred to the Parties by the Committee in accordance with the above.

11.10 False Claims

- (a) It is just cause for dismissal for an Employee to submit a false claim under the provisions of this Article.
- (b) An example of a false claim would be claiming benefits under this Article while working or being employed at another job. Another example would be severe abuse of the Salary Continuance Benefits.

11.11 Modified Work

Prior to an employee reporting for work on modified duty, be it pursuant to a work related or non-work related injury or illness, the Union office will be supplied with the details of the modified work plan. A meeting between the parties will be held to review the return to work plan.

The modified work plan should include the hours and days of work, any restrictions in duties, the duration of the program and the compensation. Employees are responsible to advise the Company as soon as possible as to their status as it relates to modified work.

Should an employee be absent for work such that it is anticipated he may exhaust salary continuance benefits, the Company will forward to the employee an application for Long Term Disability, (LTD), benefits approximately six weeks prior to the expiry of the salary continuance benefit. In addition to the application form, the Company will include an application form for Canada Pension Plan benefits and will advise the employee of the option to use any remaining vacation from his allotment prior to commencing LTD. A copy of the notification will be forwarded to the Union Hall. Approximately two weeks prior to the expiry of the salary continuance benefit, and only if the employee has neither returned the completed forms nor advised the Company of his intention to use all or a portion of his remaining vacation entitlement, the employer will attempt to contact the employee to follow-up on the LTD application. The Company will advise the Union Hall of the results of the follow-up attempt. The employee is responsible for the timely completion and return of the forms.

Employees who have been absent from work for medical reasons will not be accepted back to work prior to their anticipated return to work date without medical clearance.

11.12 Labour Relations Health and Attendance Review Committee

A committee comprised of a representative from each of the parties to this agreement, normally the President of Local 502 and the Director of Human Resources, will meet on an as required basis to review matters of concern referred to it by the health committee or matters related to attendance of employees.

All matters that the Health Committee cannot resolve, will, in a final effort to resolve the outstanding issue, be referred to this Committee, prior to either party availing themselves of other options, including the grievance procedure, which are available to them.

In addition to all remedies outlined under Article 11.09, the Committee may, when an employee has shown a pattern of missing work due to illness and working on the days off either before or after such an illness, impose restrictions on the employee's ability to work overtime on his days off.

ARTICLE 12 ABSENCES

12.01 Salary Payment and Notification

(a) ***Salary Payment***

It is understood and agreed that an Employee who is absent from work will have deducted from his regular pay an amount equal to his salary equivalent for the period of such absence, unless the Employee is eligible for salary continuance pursuant to Article 11 hereof, or unless the Employee is given leave with pay, the granting of such leave to be entirely at the discretion of the Company.

(b) ***Notification of Absence***

If an Employee will be absent for any reason, he must notify the Company prior to the time he is scheduled to commence work. The Company may grant leave without pay at its sole discretion. In the event an Employee is absent from work without leave, then he may be subject to disciplinary action.

12.02 Union Business

(a) The Company shall allow designated Union representatives, who are regular Employees, paid leave of absence from their normal shift to attend regular monthly union meetings of Local 502. For General Monthly Meetings, five (5) representatives, and for Executive Monthly meetings, four (4) representatives will be granted such paid leave. The names of the designated Union representatives will be forwarded to the Company in writing by the Union in November of each year. Should an individual so named resign from his position, the Union will submit an alternate name.

(b) The Union shall advise the Company at least twenty-four (24) hours in advance of any Employee(s) required to attend the above stated meetings.

(c) Unless otherwise required by the Company, it shall not be necessary to replace Employees who attend Union meetings and are paid by the Company. In any event

where the Company elects to replace Employees such replacements shall be obtained from the Union Hall.

- (d) Where a regular Employee is elected to a full-time paid union position (President, Secretary-Treasurer, Business Agent or Dispatcher) and is granted a leave of absence, the Employee may elect to continue the benefits contained in Article 10, Sections 10.01, (a), (b), (c), (e) and (f) of this Agreement, provided the cost of such benefits are paid by the Employee or the Union. On completion of the term of the elected position the Employee shall be returned to his former position with full seniority rights and privileges.
- (e) In addition to the above, the Company shall arrange with the insurance underwriter to extend the Long Term Disability insurance benefit, referred to in Article 11, to cover not more than one (1) regular Employee at any one (1) time, for a temporary period not to exceed twelve (12) calendar months, when the Employee is on leave to serve full-time in one of the paid Union positions outlined in the previous paragraph. The Union recognizes and understands that any request to extend the L.T.D. coverage for more than twelve (12) months is subject to the sole discretion and approval of the Insurance Underwriter.
- (f) If a regular Employee is appointed as a temporary replacement for a full-time union position, as noted above, and the appointment is for not more than thirty (30) calendar days in a calendar year, the benefits, as referred to above, will continue during the absence with out change. Should the temporary appointment exceed thirty (30) calendar days in a calendar year, the benefits referred to above shall continue provided the cost of such benefits are paid by the Employee or the Union. This provision shall be limited to not more than two (2) regular Employees per calendar year.
- (g) All requests for leave of absence to fill a full-time union position, as referred to above, shall be made in writing at least seven (7) consecutive days prior to the commencement of such leave. The seven (7) days notice may be waived under emergency situations. The Company shall, where required in accordance with the

provisions of Article 24, obtain qualified replacements from the Union Hall for regular Employees accepting union positions.

(h) Regular Employees who have been granted a special temporary leave of absence, without pay, to work for the I.L.W.U. Local 502 as Dispatcher, Secretary, Business Agent or President, pursuant to the provisions of Article 12 - Union Business are entitled to long term disability coverage subject to the following:

- (i) Not more than two (2) persons would be on leave of absence from Westshore Terminals Ltd. to work for the I.L.W.U. Local 502 at any one (1) time.
- (ii) The Union would reimburse the Company for the premium cost of the insurance plus any subsequent premium increases.
- (iii) No person who is on leave of absence from Westshore Terminals to work for the I.L.W.U. local 502 would be permitted to "wolf".
- (iv) Any claim for benefits under this arrangement would be adjudicated using the earnings and job description at Westshore Terminals Ltd. from which the claimant is on temporary leave.
- (v) The elimination period for entitlement to this benefit is six (6) months.
- (vi) After the elimination period has been served the claimant would be required to exhaust any accrued vacation entitlement prior to receiving Long Term Disability benefits.
- (vii) The provision of this L.T.D. benefit to a person who is granted leave of absence from Westshore Terminals Ltd. to work for the I.L.W.U. Local 502, as outlined above, is a special arrangement and does not provide the Medical and Extended Health Insurance referred to in Article 10 of the Collective Agreement.

- (viii) Any claim for benefits will be subject to the terms and conditions contained in the L.T.D. insurance plan.
- (ix) Employees holding Union office who become regular employees after being elected to a full-time paid position in one of the following positions, President, Secretary Treasurer, Business Agent, or Dispatcher may be eligible to both the benefits available under 12.02 (d) and 12.02 (h). The Company may, at its sole discretion, determine to waive the requirements of the probationary period and/or pre-employment medical for the individuals the Union has requested be covered, and will endeavor to do so within 30 days of the request. If the Company agrees to waive the requirements, the individual will have the same rights afforded to him as other Union officials who are on leave from the Company. The number of employees entitled to such leave will be limited to four persons.

12.03 Bereavement Leave

- (a) When a death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister or Employee's grandparents or grandchildren, or any relative of the employee who resides permanently with the employee or with whom the employee permanently resides the Employee, upon request, will be excused for one complete work cycle if the absence is taken in one block, and if taken in two allotments, or spans two shift cycles, up to a maximum of five days. The days must be taken within six weeks following the latest date on which the funeral, memorial services or burial of the deceased occurs.
- (b) In the event of the death of an Employee's sister-in-law or brother-in-law, the Employee will, on request be excused for one (1) day to attend the funeral.
- (c) The Company shall, where required in accordance with the provisions of Article 24, obtain qualified replacements for an Employee granted bereavement leave in accordance with the provisions of Article 20.

12.04 Allowance for Jury Duty

- (a) A regular Employee who is called for jury service or subpoenaed as a witness (but not in his own defense) shall be excused from work without deduction from salary for the days on which he serves (which includes required reporting for jury duty when summoned, whether or not he is used as a juror). The Employee will present proof of reporting for jury service, or the jury, when summoned.
- (b) The above provision shall apply to a temporary relief Employee provided such temporary relief Employee was notified of the requirement for jury service after the commencement of his dispatch and the jury service occurs during his dispatch.
- (c) The Company shall, where required in accordance with the provisions of Article 24, obtain qualified replacements for an Employee granted jury duty or witness leave in accordance with the provisions of Article 20.

12.05 Leaves of Absence

- (a) The Company shall grant an Employee an unpaid leave of absence, not to exceed twenty-one (21) consecutive working days in any calendar year, provided the Employee submits the request for such leave in writing a minimum of fourteen (14) calendar days in advance of the date the requested leave is to commence.
- (b) The Company shall grant an Employee an unpaid extended leave of absence not more than once every five (5) years, not to exceed six (6) consecutive calendar months, provided the Employee submits the request for such leave in writing a minimum of fourteen (14) calendar days in advance of the date the requested leave is to commence.
- (c) It is understood and agreed that an unpaid leave granted in accordance with this section shall be based on the Employee's seniority (crew) and the operational requirements of the Company.
- (d) During an approved unpaid leave of absence, in accordance with the provisions of subsection (a) above, the Employee shall continue to be entitled to the benefits

and provisions of Articles 9, 10, 15 and 19, but excluding Salary Continuance and Long Term Disability.

- (e) An Employee granted an unpaid extended leave of absence, in accordance with the provisions of subsection (b) above, shall continue to be entitled to the benefits and provisions of Articles 10 and 15, excluding Salary Continuance and Long Term Disability, provided the Employee pays the balance of the monthly premium costs to provide such benefits. In addition, at retirement, the Employee shall be granted pensionable service, up to a maximum of one (1) year of service, for any time absent on unpaid extended Leaves of Absence.
- (f) Eligibility for the Salary Continuance and Long Term Disability benefits, referred to in subsection (d) and (e) above, shall be reinstated on the first day the Employee is scheduled to return to work following the leave of absence.

ARTICLE 13 PHYSICAL EXAMINATIONS

13.01 Medical and Physical Examinations

- (a) The Company shall have the right to require that any applicant for employment shall pass a physical examination by a physician selected by the Company within thirty (30) days.
- (b) The Company shall also have the right to require periodic physical examinations for any Employee whose activities, in the sole opinion of the Company, affect the safety of other persons or of the property of the Company. Prior to making such decision the Company shall first discuss the matter with the Union.

13.02 Designated Medical Clinic

The Parties have agreed to designate one (1) Medical Clinic for performing such periodic medical examinations as required during the term of this Agreement. The Company shall have the right to discharge any Employee who shall fail to pass any of said physical examinations. The Company shall bear the cost of all physical examinations required by it.

13.03 Salary Continuance Provisions

The Company assures the Union that this Article is in no way meant to circumvent the provisions of Article 11.

ARTICLE 14 SAVING CLAUSE

14.01 Invalid Provisions

If any article, section, paragraph, clause or phrase of this Agreement shall by Provincial, Federal or other law, or by decision of any court, be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect; and the parties shall thereupon immediately start to renegotiate that part or parts declared or held invalid.

ARTICLE 15 SENIORITY

15.01 Determination of Seniority

Seniority shall be determined on the basis of length of continuous service with the Company and shall commence thirty (30) days after date of employment. but when commenced shall date from the date of employment.

15.02 Loss of Seniority

Continuous service shall be broken by:

- (a) Discharge;
- (b) Resignation or other termination of service by voluntary act of the Employee;
- (c) Absence due to lay off extending more than twelve (12) calendar months.

15.03 Reductions in Workforce

- (a) When a reduction in the regular work force is to occur the Company shall give the Union and the Employees concerned fourteen (14) calendar days notice of the action to be taken where the layoff is temporary (Section 15.05 of this Article) and forty-two (42) calendar days notice where the layoff is permanent (Section 15.06 and 15.07 of this article). In all cases of layoff the Company and Union will meet to discuss the administration of such layoff.
- (b) It is further agreed that an Employee shall give the Company seven (7) calendar days notice of his intention to quit.
- (c) In the event of a permanent layoff it is understood and agreed that Employees will be rehired through application of the Posting Procedures.
- (d) Layoffs shall be effected in the following manner. The last Employee hired into a category shall be the first Employee laid off in that particular category.
- (e) For the purposes of this Article categories shall be defined as follows:

- | | |
|-------------|---------------------|
| Operations | - Operators |
| | - First Aid |
| Maintenance | - Electricians |
| | - Mechanics/Welders |

- (f) All laid off Employees will automatically be added to the Spareboard List, however, through attrition the list shall be reduced to its previous maximum number.

15.04 Temporary Employees - Seniority

For the purpose of attaining seniority and seniority related benefits (pension benefits, vacation entitlement and pay, salary continuance, and layoff/severance benefits), or B.C.M.E.A. service credits, applicable to Temporary Relief or Daily Dispatch Employees, the following shall apply with respect to determining credited service:

(a) ***Pension Benefits***

- (i) For the above purposes Westshore service, a Temporary Employee's service shall be deemed non-continuous where there is a break in such service in excess of six (6) calendar days or more, provided the Temporary Employee does not become a Regular Employee.
- (ii) Effective January 1, 1998, upon permanent hire, a Temporary Employee's service prior to January 1, 1997 where there was not a break in Westshore continuous service of twenty-one (21) days or more, will be deemed Westshore service for the purpose of Pension Benefit entitlement.
- (iii) Effective January 1, 1998, upon permanent hire, a Temporary Employee shall be given credit for Westshore service for each calendar year in which the Temporary Employee worked twelve hundred (1,200) hours or more. The twelve

hundred (1,200) hours shall include, subject to the approval of the Health Committee, time absent during a dispatch period as a result of a Workers' Compensation Claim or while on Salary Continuance.

- (iv) A Temporary Employee, upon permanent hire, shall be provided a credited year of B.C.M.E.A. service for each year in which the Temporary Employee completed a minimum of eight hundred (800) hours of B.C.M.E.A. service, or eight hundred (800) hours of Westshore service, or a combination of eight hundred (800) hours of BC.M.E.A. and Westshore service.
- (v) It is understood and agreed that application of the above provisions shall not be duplicated or compounded for the same year of service.

(b) ***Annual Vacation Entitlement and Pay***

- (i) A Temporary Employee, upon permanent hire, who has a minimum of one (1) year of Westshore service, as referred to in (a)(ii) or (iii) of this section, shall be eligible for the vacation entitlement referred to in Article 9, section 9.01 (a) of this Agreement.
- (ii) If at the time of permanent hire a Temporary Employee does not have a credited year of Westshore service, as referred to in (b) (i) above, such Employee shall be given credit for up to twelve (12) months of continuous Westshore service immediately prior to the date of permanent hire where there was not a break in such service of twenty-one (21) days or more.

(c) **Salary Continuance**

For the purposes of Article 11, subsection 11.03 (a) and (b), I.L.W.U. continuous service shall be considered as a year in which the Regular or Temporary Employee has a minimum of eight hundred (800) hours of B.C.M.E.A. or Westshore service, or a combination of service of eight hundred (800) hours or more.

(d) **Severance Allowance**

(i) A Temporary Employee, upon permanent hire, shall be given credit for all credited Westshore years of service, as referred to in (a) (ii) or (iii) of this section, for the purpose of determining entitlement under Article 15, section 15.07.

(ii) If at the time of permanent hire a Temporary Employee does not have a credited year of Westshore service, as referred to in (i) above, such employee shall be given up to a maximum of six (6) months of credited Westshore service where there is not a break in such service of twenty-one (21) days or more.

(e) **Seniority**

At the time of permanent employment, a Union member shall be senior to a Temporary Employee whose employment commenced on the same date.

15.05 Temporary Layoffs

(a) The Company agrees there shall be no temporary layoffs (twelve (12) weeks or less) during the term of this Agreement, unless any of the following conditions occur:

(i) Major Production Equipment breakdown, destruction of equipment or an Act of God affecting port facilities that are vital to the continuation of the Port operations.

- (ii) Cessation or interruption of rail traffic, ocean navigation or extended mine closures that are vital to the continuation of the Port operations.
 - (iii) Any act by a government body or agency which restricts or limits the operation of the Port facilities.
 - (iv) Where the Port discontinues ship loading and train dumping operations for any of the reasons contained in this provision.
- (b) It is further understood and agreed that no Employee shall be laid off on a temporary basis more than once per calendar year, unless further layoffs are required as a result of an Act of God, as referred to in subsection (a) (i) above.
- (c) In the event a temporary layoff exceeds twelve (12) weeks, the provisions of subsection 15.07 (a) shall apply, and the Employee shall be paid four (4) additional weeks severance pay, in lieu of the notice referred to in section 15.03 of this Article. Such severance pay shall be paid within seven (7) calendar days of the layoff becoming permanent.

15.06 Permanent Layoffs - Early Retirement Program

In the event of a permanent layoff the Company and the Union shall meet, prior to implementation of the layoff, to discuss and attempt to mutually agree on other economic alternatives, and/or an early retirement program, which shall not be less than that contained in the current Pension Plan, except that such program shall not include any form of actuarial reduction with respect to Pension Benefits.

Should the parties agree on an early retirement program, and bridging is a component of the program, calendar years bridged from age 55 to age 61 will be considered time worked for the purpose of calculating severance under 19.02. Further should the parties agree on an early retirement program, the eligible senior employee, or employees as the case may be, shall be given the option to accept the program prior to the 42 day notice being given. However,

notwithstanding the foregoing, if the parties cannot agree on an early retirement package within 7 calendar days, the Company may issue notice of intent to layoff, and discussions on the early retirement package may continue.

15.07 Permanent Layoffs - Severance Allowance

- (a) In the event that any regular Employee with six (6) months or more continuous Westshore Terminals service is laid off for a period in excess of twelve (12) consecutive weeks, such Employee shall be entitled to a severance allowance of five (5) weeks pay. Should a laid off Employee have in excess of one year's continuous Westshore Terminals service, he shall be entitled to an additional allowance of two (2) weeks pay for each full year of continuous Westshore Terminals service.
- (b) Payment of this severance allowance shall constitute final separation of employment with the Company. If such laid off Employee should be rehired as a regular permanent Employee his Westshore Terminals service for the purposes of this provision shall commence as of the date of his permanent rehire.

15.08 Continuation of Benefits - Regular Employees

Where a regular Employee is laid off in accordance with Section 15.05 or 15.07 of this Article, such Employee shall continue to be covered by and eligible for only those benefits contained in Article 10 of this agreement, (excluding the benefits referred to in subsection 10.01 (d)), for a maximum period of six months, or until such time as the Employee becomes eligible for benefit coverage with any other employer, whichever occurs first.

ARTICLE 16 SAFETY

16.01 Safety Equipment, Appliances and Conditions

The Company agrees to provide such reasonable safe equipment, sanitation, appliances and places of work as shall be consistent with the type of work covered by this Agreement and as are ordinarily furnished for similar work. The Union agrees that Employees shall cooperate with the Company in the use of safety equipment.

16.02 Safety Committee

- (a) The Union and the Company agrees to appoint a Safety Committee comprised of three (3) members appointed by the Company and three (3) members appointed by the Union. The Union Committee representatives will consist of at least one (1) representative from maintenance. Alternate Union Committee representatives will be appointed to act in the absence of regular Committee representatives.
- (b) The Safety Committee will promote the desire of all Employees to work safely and make suggestions and recommendations with regard to safety rules and regulations. The Safety Committee shall ensure that all such safety rules and regulations are observed by all Employees. Employees that do not comply or abide by safety rules and regulations may be subject to disciplinary action.
- (c) The Safety Committee representatives shall meet once each month based on a predetermined schedule as mutually agreed to by the Committee. Minutes of the meetings will be distributed to all members of the Committee with copies to the Union and Management. It is understood that a First Aid man will be the recording secretary to the Safety Committee meetings.
- (d) Safety Committee representatives will receive no additional remuneration for time spent as a result of membership on the committee.
- (e) The Company shall convene monthly Crew Safety meetings which shall be held on the basis of a predetermined schedule as mutually agreed to by the Company and the Union.

16.03 Review of Safety Disputes

- (a) It is the obligation of the parties to objectively review safety dispute items for immediate disposition and resolution.
- (b) Unless an Employee in good faith believes that to perform work under particular circumstances would endanger health and/or safety, he shall not refuse to work. Where good faith is shown on such a refusal the Employee may be reassigned to other work until the issue is resolved by the Company and the Union through the Grievance Procedure or by correction of item.
- (c) Employees misusing this intent and right are subject to disciplinary action.

ARTICLE 17 TRUST FUND

17.01 Trust Fund

- (a) Effective February 1, 2013, the contribution will increase to thirty (30) cents per hour worked. The Company contributions shall continue monthly provided the fund does not exceed thirty thousand dollars (\$30,000) (excluding interest) at any one time. Effective on the date of ratification of this contract the maximum amount, excluding interest, will increase to fifty thousand (50,000) dollars. Effective February 1, 2013 the maximum amount, excluding interest, will increase to sixty thousand (60,000) dollars.

The Company agrees to contribute monthly an amount equal to thirty (30) cents per hour for all hours worked for all Employees to establish a benefit trust fund. Effective February 1, 2020 the Company contributions shall continue monthly provided the fund does not exceed \$80,000 (excluding interest) at any one time.

- (b) The fund shall be administered by two (2) Employees appointed by the Company and two (2) members of the Union bargaining committee appointed by the Union (one of whom may be the Local 502 Union President provided the other is a regular Employee).
- (c) The proceeds of the fund shall be used to reimburse permanent Employees for extraordinary expenses not covered by the provisions of Article 10. The administrators of the fund shall meet as required, but not more than once per month, to consider any request for payment from the fund. Any payment from the fund must have the majority approval of the administrators.

17.02 Eyeglass Benefits

- (a) In addition to the above contributions, the Company will contribute annually, on January 1st of each calendar year, fifteen thousand dollars (\$15,000) in place of the present insured eyeglass coverage, which pays the cost of frames, corrective lenses and or contact lenses.

- (b) The Company will review with the Trustees of the Trust Fund, every six (6) months, payments made for the above benefit and where such payments, on an annualized basis, exceed the Company's annual contribution, the Company shall contribute to the Trust Fund, immediately subsequent to such review, the necessary amount to meet the projected total annual cost to provide such benefits, plus an additional two thousand dollars (\$2,000.00).
- (c) On January 1st of each calendar year, the payments made for the previous calendar year shall be reviewed by the Company and the Trustees, and any necessary adjustment to increase or decrease the annual contributions shall be made at that time.
- (d) It is understood and agreed that the above contributions may only be used by the Trustees to provide benefits as referred to in this section.

ARTICLE 18 TRAINING

18.01 Training Programs

The Company and the Union shall meet during the term of this Agreement to establish the principles and guidelines of training programs, including apprenticeship programs, to upgrade the skills of operations and maintenance personnel. The implementation of such programs shall be based on mutual agreement of the Company and the Union.

18.02 Wages, Registrations Fees and Expenses

The Company shall pay an Employee for regular lost time, registration fees and other reasonable expenses to attend courses required by the Company. The Company and the Union will mutually agree to such courses.

18.03 New or Changed Equipment

Upon the introduction of a new piece of equipment, or a change to an existing piece of equipment that impacts the way it is operated, employees will be give suitable instruction to familiarize them with the safe operation prior to them operating the equipment.

ARTICLE 19 PENSIONS

19.01 Pension Plan

The following shall form a part of the Pension Plan arrangement applicable to Employees covered by this agreement. The complete details governing the Pension Plan arrangement are contained in a separate document.

(a) **Amount of Pension**

Article F, Section F-2 of the Pension Plan shall be amended as follows:

- (i) The monthly amount of normal pension payable to a member who retires on his normal retirement date shall be equal to an amount multiplied by years of credited Westshore service, not to exceed thirty five (35) years of such credited service, in accordance with the following:

Effective February 1, 2008	\$95.00
Effective February 1, 2013	\$101.50
Effective February 1, 2015	\$105.00
Effective February 1, 2017	\$106.25*
Effective February 1, 2018	\$107.75*
Effective February 1, 2019	\$111.50**
<u>Effective February 1, 2020</u>	<u>\$113.68</u>
<u>Effective February 1, 2021</u>	<u>\$118.00</u>

* This rate applies to active employees for Westshore service.

**This rate increase to \$ 111.50 applies to active and retired employees for Westshore service. The following increases apply to active and retired members, as at the date of each increase:

Effective February 1, 2020 – pension increase for Westshore service equal to the year over year CPI for Vancouver for the previous calendar year.

Effective February 1, 2022 – pension increase for Westshore service equal to the year over year CPI for Vancouver for the previous calendar year.

- (i) The amount of pension benefit applicable to B.C.M.E.A. service shall be based on the B.C.M.E.A. pension rate at the member's retirement date in accordance with the credited service provision (Article C) of the plan. This clause continues as currently practiced for regular employees, including those that commuted their BCMEA pension, but will not apply to any employees hired after the ratification date of the Collective Agreement.

(b) ***Bridging Supplement***

Article F, Section F - 7 of the Pension Plan shall be amended as follows:

- (i) Effective February 1, 1988 the Bridging Supplement for a member with twenty-five (25) years or more of Westshore service shall be equivalent to the Old Age Security and Canada Pension Plan Benefits. A member with less than twenty-five (25) years of Westshore service shall receive a prorated benefit based on the equivalent Old Age Security and Canada Pension Plan Benefits, divided by twenty-five, and multiplied by the number of years of Westshore service.
- (ii) The adjustments in the Old Age Security and Canada Pension Plan benefits, as such adjustments occur, shall apply to members who retire on or after their 60th birthday.
- (iii) The Bridging Supplement for such credited B.C.M.E.A. service shall be the B.C.M.E.A. rate in effect at the time of the Member's retirement date based on the years of such service to bring the total years of Credited Service to a

maximum of twenty-five (25) years, less any benefit received from the B.C.M.E.A. Pension Plan.

(c) ***Credited Service***

Article C, of the Pension Plan shall be amended to include the following:

Section C-5 Credit for British Columbia Maritime Employers Association Service.

- (i) All permanent Employees who retire at Westshore with less than thirty-five (35) years of continuous service with the Company shall be entitled to credit for as many years of B.C.M.E.A. service as necessary to bring the total years of credited service to a maximum of thirty-five (35) years.
- (ii) All permanent Employees shall have their Company pension benefits reduced by the pension payable from the BCMEA Pension Plan calculated as if they retire from the BCMEA Pension Plan on the same date that they retire from the Company Pension Plan.
- (iii) Notwithstanding section 19.01 (c)(ii), all permanent Employees of the Company at October 18, 2003 who have commenced payment of their benefit from the BCMEA Pension Plan prior to October 18, 2003, shall have their Company pension benefits reduced by the pension they are receiving from the BCMEA Pension Plan on the date they retire from Westshore.
- (iv) Notwithstanding section 19.01 (c)(ii), all permanent Employees of the Company at October 18, 2003 who have elected to receive the lump sum value of their benefit from the BCMEA Pension Plan prior to October 18, 2003 and are identified in the Memorandum of Agreement dated October

8, 2003, shall have their amount of pension and bridging supplement reduced by \$300 per month.

- (v) Effective February 1, 2003, all Employees who retire from the Company, may elect at the time of retirement, in writing, to opt out of the above provisions and not receive credit for BCMEA service when determining either the amount of pension in accordance with 19.01 (a)(ii) or the bridging supplement in accordance with 19.01 (b)(ii) or both. In no event shall the benefit payable from the Company Pension Plan in respect of BCMEA service be less than zero.
- (d) Effective February 1, 2003, in the event an Employee's service with the Company terminates, and the person is subsequently rehired by the Company, his credited service shall only include his service with the Company and BCMEA service earned after his most recent termination date with the Company.

Any pension payable from the Company Pension Plan in respect of previous periods of employment shall equal the pension determined at the Employee's previous termination date(s), based on the plan provisions and benefit rates in effect at that time.

19.02 Severance Benefit

- (a) All permanent Employees who retire at Westshore at age (60) who have a minimum of five (5) years continuous service with the Company immediately prior to retirement, and credited service according to subsection 19.01 (c) above of fifteen (15) years with the Company, shall be entitled to a lump sum severance benefit equivalent to the current B.C.M.E.A. rate for each year of credited service to a maximum of twenty-five (25 years), except that in the event of early retirement, the amount of severance benefit attributable to B.C.M.E.A. service shall be reduced by an amount equal to one-half of one percent (.5%) for each month that the

Member's retirement precedes the last day of the month in which his 60th birthday occurs.

- (b) All permanent Employees who retire at Westshore who have a minimum of five (5) years continuous service with the Company immediately prior to retirement shall be entitled to a lump sum severance benefit of two thousand and ninety dollars (\$2,090) effective February 1, 2003, for each year of credited Westshore service to a maximum of thirty-five (35) years.
- (c) The amount of the lump sum severance benefit will be increased during the term of this Agreement as follows:

Effective February 1, 2010	\$2,600.00
Effective February 1, 2012	\$2,625.00
Effective February 1, 2013	\$2,650.00
Effective February 1, 2014	\$2,675.00
Effective February 1, 2015	\$2,700.00
Effective February 1, 2017	\$2,800.00
Effective February 1, 2018	\$2,900.00
Effective February 1, 2019	\$3,000.00
<u>Effective February 1, 2021</u>	<u>\$3,300.00</u>

Effective the date of ratification, a severance account will be established, into which, for each year, (pro-rated for a partial year), of a regular employee's service in which he is a member of the defined contribution pension plan, \$1600 will be deposited. This severance will be subject to the employee retiring at Westshore and is subject to the provisions of 19.02(e).

- (d) It is understood and agreed that an Employee shall not be entitled to a benefit, in accordance with (a) above, for any year of B.C.M.E.A. service for which the Employee has received such a benefit under the B.C.M.E.A. collective agreement.
- (e) Notwithstanding any provisions contained in subsections (a), (b) and (c) above, Employees who retire or terminate their employment with the Company for any

reason whatsoever prior to their fifty-fifth (55th) birthday shall not be entitled to any severance benefits.

19.03 Pensioners Medical Benefits

The Company shall provide the following Medical Benefits for those regular employees who retire at Westshore who have a minimum of five years of continuous service with the Company immediately prior to retirement:

- (a) Basic Medical Coverage under Medical Services Plan of British Columbia as provided for regular Employees.
- (b) Extended Health Care as provided for regular Employees.
- (c) Details of the benefits provided by the above coverage are contained in brochures provided by the insurance carrier. Retirees in receipt of insurance benefits from other sources may "top-up" those benefits with the coverage available under this Article, subject to the other benefits provider being first payer on a claim.

19.04 Funeral Allowance

The Company shall provide a Funeral Allowance of \$2,500.00 dollars, payable to the designated beneficiary, to those pensioners who are not eligible for the benefit under the B.C.M.E.A. Welfare and Pension programs.

19.05 Credited Pension Service

On or before January 31st of each calendar year, the Company and the Union shall meet to update the seniority list indicating Westshore service and B.C.M.E.A. credited service for pension purposes.

19.06 Vesting Provision

Vesting provision to be changed to thirty-five (35) years of age and eight (8) years of service effective February 1, 1984.

19.07 Pension Plan Conditions

The following conditions shall apply to the Pension Plan but may not necessarily be contained in the official plan document:

- (a) In future the Company will discuss with the Union any changes in the level of benefits to the B.C.M.E.A. Industry Pension Plan to determine how these changes may affect Westshore Employees.
- (b) This will also confirm that should the pension benefit rates for active members of the Westshore Pension Plan increase during the life of this Agreement, then such increase will also apply to each retired member as of the effective date of such increase. Such increase will only apply to those retired members who had retired under the normal or the normal early retirement provisions of the Plan.
- (c) For the purposes of calculating pension benefit and severance benefits only, Westshore's credited service, effective February 1, 1995, shall be based on the following:
 - (i) in the year of hire a regular Employees service shall commence January 1st, and
 - (ii) completed years of service following the year of hire, and
 - (iii) in the year of retirement or termination, service shall be based on completed months of service in such year. For example: service of more than one-half (1/2) month shall constitute one (1) month or one-twelfth (1/12) of one (1) year's service.
 - (iv) broken service as referred to in the Pension Plan, shall also be calculated on the basis of years and months of broken service.

- (d) It is understood and agreed that application of subsection (c) (i) above will not result in any duplication of benefits or service with respect to the calculation of B.C.M.E.A. credited service.
- (e) Effective February 1, 1987, the Pension Plan will be amended to provide that a permanent Employee, who has a minimum of twenty-five (25) years of credited service and has reached the age of (60) may retire and will receive a pension without a reduction in pension benefits as a result of exercising such option.
- (f) Effective February 1, 2021 the Pension benefit payable to retired Westshore Employees for credited B.C.M.E.A. service shall be increased to \$65.00 per month for each year of such credited service.

19.08 Death-In-Service Survivor's Benefits

Death-In-Service survivor's benefits will be sixty percent (60%) of the value of the pension at the date of death, and will be calculated in accordance with the appropriate pension legislation.

19.09 Final Week Before Retirement

Employees who retire in accordance with the terms of the Pension Plan will receive the greater of either 36 hours pay or actual hours scheduled in their final week before retirement, subject to them being entitled to be paid for that week.

19.10 Defined Contribution Plan

Effective the date of ratification, all new regular employees will become members of the defined contribution pension plan. Effective January 1, 2017 all regular employees will become members of the defined contribution plan. Those regular employees hired prior to the ratification date, may opt out of the defined contribution plan and return to the defined benefit plan by expressing their desire to do so by providing the Director of Human Resources and the President of Local 502 of their intention to do so in writing prior to July 1, 2017, or other such date as may be mutually agreed upon. Should an employee opt out, he will forfeit any DC contributions. The Company contribution to the plan will be equivalent to 15% of the base pay as per Article 25.01 (a). The

initial fund manager will be Sunlife Financial. Notwithstanding any other provisions of the Collective Agreement, there will be no relationship between the BCMEA pension plan and the pension of any employees hired after the ratification date of the agreement.

19.11 Pension Service Lists

The Parties shall cooperatively review and update the list every year. In the event that any changes are made to the list it will be dated and posted for a period of ninety (90) days, in an effort to ensure the accuracy of the list by allowing Employees an opportunity to confirm or question the stated service credits. The updated list will then be the official document confirming Westshore Terminals service and B.C.M.E.A. credited service for pension purposes.

Any questions arising concerning the accuracy of the service credits detailed in the list shall be referred to the Director of Human Resources and the President of Local 502.

ARTICLE 20 VACANCIES

20.01 Temporary Vacancies

Persons required to fill vacancies temporarily will be called in the following order:

- (a) Shift Vacancy (three (3) days or less)
 - (i) A qualified Employee who is on his scheduled day off.
 - (ii) A temporary relief Employee who will be called out from the Union Hall.
 - (iii) A qualified Employee from the previous shift who will have his shift extended four (4) hours and an Employee that is scheduled on the next shift who will be called out four (4) consecutive hours early.

- (b) Shift Vacancy (more than three (3) consecutive days)
 - (i) A temporary relief Employee who will be called out from the Union Hall.
 - (ii) A qualified Employee who is on his scheduled day off.
 - (iii) A qualified Employee from the previous shift who will have his shift extended four (4) hours and an Employee that is scheduled on the next shift who will be called out four (4) consecutive hours early.

- (c) Shift Maintenance Vacancy - (three (3) days or less)
 - (i) A qualified Employee who is on his scheduled day off.
 - (ii) For Day and Afternoon Shifts, a qualified Employee shall be transferred from the corresponding crew.

- (iii) For Night Shift only, a qualified Employee scheduled on the corresponding day shift crew shall be short shifted and if there is no qualified Employee on the corresponding day shift crew then a qualified Employee on the other day shift crew will be short shifted.
 - (iv) A qualified daily dispatch Employee who will be called out from the Union Hall.
 - (v) A qualified Employee from the previous shift who will have his shift extended four (4) hours and an Employee that is scheduled on the next shift who will be called out four (4) hours early.
- (d) Shift Maintenance Vacancy (more than three (3) consecutive days)
 - (i) A qualified Employee shall be transferred from the corresponding crew and the resultant vacancy shall be filled by a qualified individual who will be called out from the Union Hiring Hall.
 - (ii) A qualified individual who will be called out from the Union Hiring Hall.
 - (iii) A qualified Employee who is on his scheduled day off
- (e) Notwithstanding (a), (b), (c) and (d) above, the Company shall have the option to call a temporary relief Employee from the Union Hall for vacation relief and long term absences.

20.02 Shift Replacement - Short Shifting

When the Company requires that an Employee change shifts during his work schedule to work as a shift replacement, the Employee will be allowed 12 hours off work with no loss in pay prior to returning to his next scheduled shift.

Example:

Employee "A"	schedule 8 - 4
Employee "B"	schedule 12 - 8

If Employee "B" advises the Company of his intended absence prior to 12 noon on the previous day and Employee "A" is required to replace Employee "B" by changing shifts from 8-4 to 12-8 shift the following day, then in this event Employee "A" will be permitted to go home at 12 noon with no loss in pay to provide for the twelve (12) hours off before reporting to work at 12 midnight. If Employee "B" does not notify the Company of his intended absence by 12 noon then the twelve (12) hour rule will be reduced by the amount of time from 12 noon to the time that the Employee "B" notifies the Company.

There will be no change to Employee "A's" regular monthly salary as a result of this change in shifts. Employee "A" may be required to return to his original shift schedule at any time, however, the twelve (12) hour rule will apply.

20.03 Replacements - Spareboard List

- (a) In the event the Company requests an Employee from the Union Hall to fill a vacancy temporarily, such Employee will be from a spareboard list which is satisfactory to the Union and the Company. The Company and Union will meet to review this list on a monthly basis.
- (b) Daily dispatch Employees hired from the I.L.W.U. dispatch centre will be paid a sum of two (2) hours at the straight time rate as travel time for each occasion on which they are required to report to Westshore. Such payment will not be considered for the purpose of administering any of the provisions of this Collective Agreement. Temporary relief Employees will not be eligible for travel time allowances.

- (c) The provisions of Article 15, subsection 15.03 (a) shall not apply to temporary relief Employees or daily dispatch Employees.

20.04 Permanent Vacancies

- (a) When the Company requires new regular Employees for any reason, such vacancies will be posted in the Union Hall. The Company may, during the Employee's probationary period, terminate the Employee, who has filled the vacancy for at least seven (7) days, by giving him seven (7) days notice of termination. If the Employee has filled the vacancy for less than seven (7) days, no notice is required.
- (b) If qualified Employees are not available through the Union Hall and should the Company find a qualified applicant, then such applicant shall be hired through the Union Hall.
- (c) The Company agrees when filling a temporary trades classification for vacation relief that a qualified trades Employee sent from the Union Hall shall be given a minimum trial period of six (6) working days.

ARTICLE 21 FIRST AID

21.01 First Aid Man

The Company agrees to employ a First Aid Man on all shifts. The First Aid Man shall perform other duties as assigned by the Company in accordance with present practice.

21.02 First Aid Courses and Certificates

- (a) Regular First Aid Men shall be paid for regular time lost to attend company approved first aid courses to maintain existing certifications. The courses are to be scheduled on consecutive days and the Company for this period will call a qualified replacement from the Union Hall.
- (b) The regular First Aid Man attending the approved course will be deemed to be on day shift for the period of the course with Saturday and Sunday as scheduled days off. There will be no offset or compensation for any additional time off he may have received had he followed his normal shift schedule. If the regular Employee does not successfully complete the required course a repeat session for the purposes of rewriting the exam will be granted without special shift arrangements and without pay. A qualified replacement in such cases will be dispatched from the Union Hall.
- (c) The courses are to be scheduled on consecutive days, however, the Company shall consider other options on request of the Employee, but courses must be approved by the Company prior to the commencement of same.

ARTICLE 22 EMPLOYEE DEFINITION

22.01 Employee Categories

For the purposes of this Collective Agreement, there shall be three types of Employees.

- (a) Daily Dispatch Employees: An Employee who is employed for a definite period of time, specified upon hiring by the Company, to be a period of seven (7) days or less.
- (b) Temporary Relief Employee: An Employee who is employed for a definite period of time, specified upon hiring by the Company, to be a period in excess of seven (7) days.
- (c) Regular Employee: All Employees other than daily dispatch Employees and temporary relief Employees who have successfully completed their probationary period and have met the requirements of Article 13. The probationary periods for regular Employees are as follows:
 - (i) If the Employee performs Maintenance work: ninety (90) calendar days from his date of hire;
 - (ii) If the Employee performs Production work: sixty (60) calendar days from his date of hire.

ARTICLE 23 PROTECTIVE CLOTHING

23.01 Clothing and Equipment

The Company shall, where deemed necessary as per past practice, provide Employees with protective clothing or equipment required in the performance of their duties. Such protective clothing or equipment shall be provided at no cost to the Employee and shall remain the property of the Company.

23.02 Safety Work Boots

- (a) All regular Employees shall be provided with an annual allowance of \$300 to purchase or repair C.S.A. approved safety work boots. Such allowance will be paid on or before February 15 of each year.

Temporary Employees who have worked 1,200 hours in consecutive years, (commencing in the 2006 calendar year), will be entitled to an annual allowance of \$200 towards the purchase or repair of C.S.A. approved safety work boots. This payment will be made on or before February 15th in the year following the achievement of consecutive 1,200 or more hours worked years and following each subsequent year the Employee works 1,200 or more hours.

All Employees are responsible to provide their own winter outerwear and it is understood that the outerwear must have visible reflective markings or the employee must wear a Company supplied reflective vest over the outerwear.

It is agreed that employees must wear such safety work boots on the work site and must wear hard hats in areas designated by the Safety Committee.

- (b) In addition to the foregoing, upon provision of a receipt confirming the purchase of either or both of C.S.A. approved safety work boots or a winter coat for work purposes, an eligible employee may be entitled to up to an additional \$100 annually, subject to the amount being in excess of the Employee's basic entitlement as outlined above.

23.03 Raingear

The Company shall provide all regular Employees with raingear and such raingear shall be replaced on an as needed basis on return of the damaged or worn out article. The Company shall also provide temporary Employees with raingear on an as needed basis, as per present practice, and such raingear shall be returned at the end of the temporary Employees dispatch. It is understood and agreed that all raingear provided by the Company remains the property of the Company.

ARTICLE 24 MANNING

The following provisions shall apply to the number of Employees to be maintained on each shift when the port is operating:

24.01 (a) Operations

- (i) The number of Employees on each production shift (schedule A-E) shall be maintained at not less than two (2) below the crew size as presently established.
- (ii) The number of Shift Maintenance Employees attached to each production shift (schedules A-E) shall be maintained at two (2) Employees per shift on all scheduled operating shifts.
- (iii) The minimum number of Employees on each production shift shall be governed by the following conditions:
 - 0 Ships Loading - Where no ship loading is to occur during a shift the provisions of subsection 24.01 (a) (i) only shall apply.
 - 1 Ship Loading - Where only one (1) ship is being loaded at any one (1) time during a shift the provisions of subsections 24.01 (a) (i) and 24.02 (c) shall apply.
 - 2 Ships Loading - Where two (2) ships are being loaded concurrently the full operating crew shall be maintained.

In addition to the above the Company agrees that where there are seven pieces of major equipment operating concurrently in a production mode during any shift the minimum manning requirements of this section shall be the established crew size. Major equipment includes the following nine pieces of equipment: Shiploader 1, Shiploader 3, Shiploader 4, Stacker 44, Stacker 45, Stacker 46, Stacker 47, Dumper 31 and Dumper 32.

24.01 (b) Maintenance

- (i) The numbers of Employees on each maintenance shift (schedules MA-ME) shall be maintained at not less than one (1) below the crew size as presently established.
- (ii) With respect to Warehouse and Tool Crib Employees, it is agreed that there shall be one (1) steady day shift warehouseman and five (5) tool crib/warehousemen who shall rotate on the same schedule as maintenance Employees.
- (iii) The Company and the Union agree that the maintenance shift schedules shall not result in any change to present or past practice as it applies to Shift Maintenance Employees attached to production crews.

24.01 (c) Day Shift Operations

- (i) The number of day shift Employees to be maintained at all times, in accordance with their schedules, in the following categories shall be:
 - Day Operators, Cleanup Operators and Lubemen -
 - One (1) less than established crew size of each crew.
- (ii) Where replacements are required, for Day Operators, Cleanup Operators and Lubemen absent in excess of two (2) consecutive days, such replacements shall be in accordance with Article 20 - Vacancies.

24.02 Replacements

- (a) It is agreed there shall be no requirement to replace any Employee on any crew who does not notify the Company of his intended absence a minimum of two (2) hours prior to the start of his scheduled shift.
- (b) When an Employee has requested to leave his job for any reason and the Employee is granted such leave with pay, there shall be no requirement on the part of the Company to replace that Employee on that shift. This provision shall not apply prior to the Employee completing the first three (3) hours of his shift.
- (c) When a replacement(s) is required to maintain the minimum manning levels, in accordance with section 24.01 above, or for an operations Employee absent in excess of two (2) consecutive days or for a maintenance Employee absent in excess of one (1) day, such replacements shall be made in accordance with Article 20 - Vacancies. It is, however, agreed that Employees on shift will continue to work while awaiting the arrival of any replacement(s).
- (d) Where a shift maintenance Employee is absent for any reason, such Employee shall be replaced in accordance with Article 20 - Shift Maintenance Vacancy.
- (e) In the event the present crew sizes referred to in Sections 24.01 (a) and 24.01 (b) above are increased or decreased the Company and the Union shall meet to mutually agree on the minimum manning provisions.
- (f) Where a "regular Employee" is required to replace another "regular Employee", such "Employee" shall be replaced in accordance with the provisions of Article 20.
- (g) The only requirement to replace a regular electrician assigned to prints shall be for absences of more than two (2) weeks and all vacations. Effective February 1, 2013, Printmen will be subject to the same replacement rules as maintenance electricians, subject to Printmen being available on the crew or from the Hall.
- (h) The regular employee holding the position of automotive mechanic and any and all permanent replacements must hold a valid automotive mechanic trades certification.

The only requirement to replace the automotive mechanic shall be either for absences in excess of two weeks or for all vacations taken by the employee in the position.

If the Company determines that it will fill a vacancy of two weeks or less caused by the absence of the employee for any reason, or when the employee is on vacation, such replacement will come from the Union Hall.

Absences of two weeks or more will be filled as per the normal posting rules.

All replacements must hold a trades certificate as an automotive/mobile mechanic or as a Heavy Duty equipment mechanic.

A mutually agreed upon list of certified automotive and heavy-duty mechanics that will be eligible to replace the automotive mechanic will be developed.

In either event, should there not be a qualified replacement available from the Hall, the Company will not be obligated to fill the vacancy.

The position will initially be assigned to MDC.

24.03 Vacation Relief Dispatch

- (a) The Union agrees that a vacation relief dispatch from the Union Hall may be utilized as a replacement for all of a regular Employee's scheduled consecutive weeks of vacation. In addition, the Union agrees that a vacation relief dispatch from the Union Hall may be utilized as a replacement for consecutive weeks of scheduled vacation for different Employees, to a maximum replacement period of two (2) weeks of scheduled vacation, provided the positions replaced are in the same category.
- (b) It is understood and agreed with respect to vacations that regular operations Employees and regular maintenance Employees will have the first option of replacing other regular operations and regular maintenance Employees, provided that such replacement does not reduce any crew below the minimums as set out in Article 9, subsection 9.06 (e).

- (c) It is further agreed that regular Employees on approved vacation will be replaced at all times, including a regular Employee replacing another regular Employee who is on vacation.

24.04 General

- (a) Where production work is being performed, a production Employee assigned to operations will not be required to perform cleanup work except under emergency conditions. In addition, excluding emergency conditions, a production Employee shall not be required to perform cleanup work during the first hour following any stoppage of production work. Where an Employee is required to perform cleanup work, he shall be provided a one-half (1/2) hour break prior to returning to production work, excluding the lunch break.
- (b) During inclement weather, Employees required to tie-up or let-go ships shall be allowed time to change clothes prior to returning to other production work. Such time shall be provided on a rotating basis in order not to interfere with production.
- (c) Two (2) people will be used to berth or sail a barge which normally loads 2,000 to 4,000 L/T.
- (d) Six (6) people will be used to berth ships and four (4) people will be used to sail ships, and three (3) people will be used to shift lines on the dock. If there is a requirement for more than the normal available crew due to the safety of the ship or people, because of lines or weather conditions, the shift maintenance people will be called on to assist in berthing or sailing of ships.
- (e) Employees in the maintenance department may use the forklift to assist in the performance of regular maintenance work on regularly scheduled maintenance shifts in and around the shop area.

Typical duties that may be performed are moving components from bay-to bay in the cat shop, between the cat-shop and the pressure washer, and between the cat-shop and the welding/machine/electrical shops.

Other duties must be agreed upon by the parties.

This article will not be in effect when the shift operator "down rules" are being used.

24.05 Absence Replacements

A. Regular Employees

1. The definition of a continuous absence will apply as follows:
 - (a) All absences where Salary Continuance benefits are payable regardless of scheduled SDO's. Spareboard personnel ordered to replace Salary Continuance absences shall be ordered on the basis of known duration of the absence.
 - (b) All consecutive days of absence of any type following a week(s) of vacation.
 - (c) All consecutive days of scheduled absence following a full work week of non-vacation absence. Scheduled to be defined as absence requests submitted prior to the conclusion of the first full week(s) of absence.

2. Other applications of absence replacements:
 - (a) O/T DIL, Stat DIL, and/or Stat O/T DIL comprising a full work week block will be considered a continuous absence for replacement purposes.
 - (b) Days preceding a requested week(s) of vacation, including a week(s) of other absences, will be treated as separate absences for the purposes of application of Article 20 of the Collective Agreement.
 - (c) All replacements, where required by the Company, related to Employee training on-site will be dispatched from the Spareboard List through the Union Hall. Where such training is conducted off-site Employees shall be replaced from the Spareboard List through the Union Hall.

3. The Company and the Union pledge to administer, the replacement requirements of the Collective Agreement and the Black Book Letters regarding the replacement of Employees consistent with the intent of such documents in a timely and accurate manner.

4. Salary Continuance Applications:

The Parties agree that abuse of the Salary Continuance application process (i.e. repeated failure to accurately notify the duration of an expected absence) will be referred to the Health Committee in accordance with the provisions of Article 11 of the Collective Agreement.

B. Temporary Employees

All temporary Employees, absent for any reason, shall be replaced from the Spareboard List through the Union Hall, except where they are temporarily filling a permanent job vacancy, in which case the absence will be treated the same as a regular Employee's absence.

24.06 Manpower Shortages

Notwithstanding any other clause in the Agreement, in the event there are manpower shortages in operations, the Company may deploy manpower as outlined below in order to operate the site efficiently.

A shortage may exist if Employees are absent from work, and replacements are not available from the hall or from overtime, and the Company has determined there is a requirement to replace the absent employee(s). The normal procedure for sourcing replacement Employees will be followed (Replacements – Appendix B), and subject to operational requirements, transfers may be made from within the Operations Department, and if necessary, then from the Maintenance Department. In the case of the Graveyard shift, the Company will be required to attempt to pull off-shift operations Employees prior to a transfer. The Company may, at any point in the process prior to finding a replacement for the original vacancy, stop the process of procuring a replacement.

If Employees are transferred, the Company commits to attempt to replace them, sourcing the replacement in the same sequence as the original vacancy was sourced. If there are two or more vacancies, then the replacements will be sourced in accordance with each original vacancy, and if there is a requirement to source from both the hall and overtime, then the sourcing will alternate if necessary, subject to the sourcing of each original vacancy, with overtime taking the first turn.

The sequence to initiate an on-site pull will be as per Appendix C. The transfer will be done on a volunteer basis by seniority and qualifications. Should there not be any, or insufficient volunteers, then the work will be assigned to the junior qualified Employee(s) within the Operations Department. If the ability to effect such a transfer is exhausted and there remain vacancies, then there may be a forced transfer of the junior qualified Employee(s) in the Maintenance Department. However, the ability to source a replacement for one classification, but not another, may influence the selection of the classification to transfer to the vacancy.

In addition to the normal banking practices, overtime may not be banked when overtime is worked as a result of a transfer.

ARTICLE 25 SALARY

25.01 Rates of Pay

- (a) The following salary rates shall apply during the term of this Agreement:

Effective February 1, 2012	-	\$ 8,582.00 per month
Effective February 1, 2013	-	\$ 8,839.00 per month
Effective February 1, 2014	-	\$ 9,104.00 per month
Effective February 1, 2015	-	\$ 9,469.00 per month
Effective February 1, 2016	-	\$ 9,658.00 per month
Effective February 1, 2017	-	\$ 10,044.00 per month
Effective February 1, 2018	-	\$ 10,345.00 per month
Effective February 1, 2019	-	\$ 10,655.00 per month
<u>Effective February 1, 2020</u>	=	<u>\$ 10,921.00 per month</u>
<u>Effective February 1, 2021</u>	=	<u>\$ 11,140.00 per month</u>

- (b) Employees receive one rate for all work performed. All Employees will be required to be skilled in trade or craft and, depending on the conditions prevalent for work outside their specific trade or craft, assignments will be made within their ability to perform the work.
- (c) The above monthly salaries include payment in recognition of, and in lieu of, certain shift differentials or premium time paid by the British Columbia Waterfront Industry.

25.02 (a) Temporary Employees

A Temporary Employee shall be paid the equivalent hourly or weekly rate of pay based on the monthly rates contained in section 25.01 of this Article, in accordance with the Temporary Pay Matrix which is set out in a separate document.

25.02 (b) New Hire Pensions

Employees, including apprentices, who become regulars and had worked regularly at Westshore since 2006 will be entitled to the following payments for years in which they worked 1200 hours and did not receive a full pensionable year at the B.C.M.E.A. for any of these years will be entitled to the following:

- Employees, including apprentices, who met the threshold of hours worked during the period of 2006 to 2010 will be entitled to \$4,600 for each such year in which they worked the qualifying hours.
- Employees, including apprentices, who met the threshold of hours worked from 2011 to 2016 will be entitled to a payment of \$1,600 for each such year in which they worked the qualifying hours.
- Partial B.C.M.E.A. years will result in a top up payment to the designated Westshore amount for each such qualifying year.

Eligible employees must furnish proof from the B.C.M.E.A. that no pension was earned for potential qualifying years. All payments will be made to each employee's Sunlife account, and the employee must furnish proof of RRSP room for the contribution. The payment may be deferred until there is the requisite RRSP room. Employees who do not meet these criteria may be reviewed on a case by case basis.

ARTICLE 26 MISCELLANEOUS

26.01 Elevations

When the Company has determined a need to elevate a Regular Employee who is a member of the Union to the rank of Foreman, and have agreed with the terms of the elevation with Local 514, they will meet with Local 502 and agree on the details associated with the elevation. The Company will review its selection of Employees for such opportunities with the Union, but will retain the right to make the final selection, providing the process is reasonable and fair.

26.02 Discipline

Where the Company is contemplating issuing discipline to an employee, they will make every reasonable effort to inform the Union in a timely fashion.

ARTICLE 27 - TERM

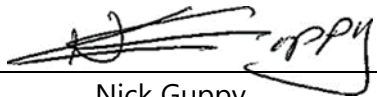
27.01 Term of Agreement

This Agreement shall remain in effect until midnight January 31, 2022 and thereafter from year to year, until either party shall give notice in writing to the other party of a desire to terminate, change or modify same. Such notice may be given at any time within the four (4) month period immediately preceding the expiry date.

Unless specifically addressed and modified in the attachment hereto and/or this Memorandum of Agreement, all Black Book letters attached to the Collective Agreement, and all other terms and conditions contained in the Collective Agreement between the parties effective February 1, 2016, are to form part of this revised agreement and remain in full force and effect.

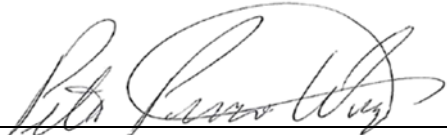
IN WITNESS WHEREOF the Parties hereto have affixed their signatures hereto this 21st day of May, 2021, at Delta, B.C.

**WESTSHORE TERMINALS
LIMITED PARTNERSHIP**



Nick Guppy,

Manager, Operations



Peter Prince-Wright,

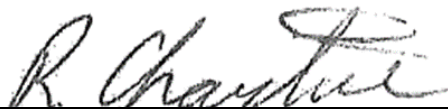
Manager, Maintenance-Electrical

**INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 502**



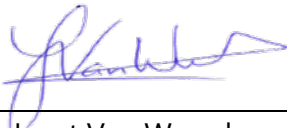
Rick Hurtubise,

President, Local 502



Randy Chartier,

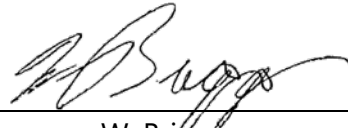
Labour Relations



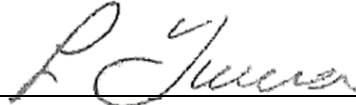
Joost Van Woerden,
Manager, Maintenance Mechanical



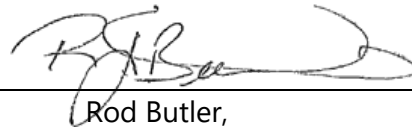
David Honsberger,
Director, Human Resources



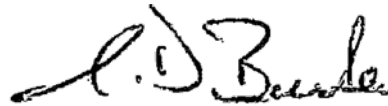
W. Briggs,
Representative



Leif Tuura,
Representative



Rod Butler,
Representative



S. Buckle,
Representative



Jeff Sloggett,
Representative

APPENDIX "A" ASSIGNED WORK SCHEDULES

Assigned Work Schedules

- (a) Employees who work according to Schedule "I" and Schedule "II" have a normal work day of eight (8) hours and thirty-five (35) minutes, per twenty-four (24) hour period.
- (b) Employees who work according to Schedule "III" have a normal work day of eight (8) hours per twenty-four (24) hour period.
- (c) Employees on Schedule "I" and Schedule "II" shall not leave their operating equipment or actual work area until their replacements arrive at the operating equipment or actual work area and are able to commence work.

Schedule I – Eight (8) Hour and Thirty-Five Minute Shift

OAO	A	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
		1 N X X X A A A	2 A A A X X X D	3 D D D D D X X	4 X X X N N N N	5 N N X X X A A	6 A A A A X X X
		7 D D D D D D X	8 X X X X N N N	9 N N N X X X A	10 A A A A A X X	11 X D D D D D D	12 X X X X X N N
		13 N N N N X X X	14 A A A A A A X	15 X X D D D D D	16 D X X X X X N	17 N N N N N X X	18 X A A A A A A
		19 X X X D D D D	20 D D X X X X X	21 X N N N N N X	22 X X X A A A A	23 A X X X X D D	24 D D D X X X X
		25 X X N N N N N					
OBO	B	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
		1 A A A A X X X	2 D D D D D D X	3 X X X X N N N	4 N N N X X X A	5 A A A A A X X	6 X D D D D D D
		7 X X X X X N N	8 N N N N X X X	9 A A A A A A X	10 X X D D D D D	11 D X X X X X N	12 N N N N N X X
		13 X A A A A A A	14 X X X D D D D	15 D D X X X X X	16 X N N N N N X	17 X X X A A A A	18 A X X X X D D
		19 D D D X X X X	20 X X N N N N N	21 N X X X A A A	22 A A A X X X D	23 D D D D D X X	24 X X X N N N N
		25 N N X X X A A					
OCO	C	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
		1 X N N N N N X	2 X X X A A A A	3 A X X X X D D	4 D D D X X X X	5 X X N N N N N	6 N X X X A A A
		7 A A A X X X D	8 D D D D D X X	9 X X X N N N N	10 N N X X X A A	11 A A A A X X X	12 D D D D D D X
		13 X X X X N N N	14 N N N X X X A	15 A A A A A X X	16 X D D D D D D	17 X X X X X N N	18 N N N N X X X
		19 A A A A A A X	20 X X D D D D D	21 D X X X X X N	22 N N N N N X X	23 X A A A A A A	24 X X X D D D D
		25 D D X X X X X					
ODO	D	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
		1 X D D D D D D	2 X X X X X N N	3 N N N N X X X	4 A A A A A A X	5 X X D D D D D	6 D X X X X X N
		7 N N N N N X X	8 X A A A A A A	9 X X X D D D D	10 D D X X X X X	11 X N N N N N X	12 X X X A A A A
		13 A X X X X D D	14 D D D X X X X	15 X X N N N N N	16 N X X X A A A	17 A A A X X X D	18 D D D D D X X
		19 X X X N N N N	20 N N X X X A A	21 A A A A X X X	22 D D D D D D X	23 X X X X N N N	24 N N N X X X A
		25 A A A A A X X					
OEO	E	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
		1 D X X X X X N	2 N N N N N X X	3 X A A A A A A	4 X X X D D D D	5 D D X X X X X	6 X N N N N N X
		7 X X X A A A A	8 A X X X X D D	9 D D D X X X X	10 X X N N N N N	11 N X X X A A A	12 A A A X X X D
		13 D D D D D X X	14 X X X N N N N	15 N N X X X A A	16 A A A A X X X	17 D D D D D D X	18 X X X X N N N
		19 N N N X X X A	20 A A A A A X X	21 X D D D D D D	22 X X X X X N N	23 N N N N X X X	24 A A A A A A X
		25 X X D D D D D					

Schedule II – Eight (8) Hour and Thirty-Five Minute Shift

MA	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 D X X X A A A	2 A A A X X X D	3 D D D D D X X	4 X X X D D D D	5 D D X X X A A	6 A A A A X X X
	7 D D D D D D X	8 X X X X D D D	9 D D D X X X A	10 A A A A A X X	11 X D D D D D D	12 X X X X X D D
	13 D D D D X X X	14 A A A A A A X	15 X X D D D D D	16 D X X X X X D	17 D D D D D X X	18 X A A A A A A
	19 X X X D D D D	20 D D X X X X X	21 X D D D D D X	22 X X X A A A A	23 A X X X X D D	24 D D D X X X X
	25 X X D D D D D					
MB	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 A A A A X X X	2 D D D D D D X	3 X X X X D D D	4 D D D X X X A	5 A A A A A X X	6 X D D D D D D
	7 X X X X X D D	8 D D D D X X X	9 A A A A A A X	10 X X D D D D D	11 D X X X X X D	12 D D D D D X X
	13 X A A A A A A	14 X X X D D D D	15 D D X X X X X	16 X D D D D D X	17 X X X A A A A	18 A X X X X D D
	19 D D D X X X X	20 X X D D D D D	21 D X X X A A A	22 A A A X X X D	23 D D D D D X X	24 X X X D D D D
	25 D D X X X A A					
MC	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 X D D D D D X	2 X X X A A A A	3 A X X X X D D	4 D D D X X X X	5 X X D D D D D	6 D X X X A A A
	7 A A A X X X D	8 D D D D D X X	9 X X X D D D D	10 D D X X X A A	11 A A A A X X X	12 D D D D D D X
	13 X X X X D D D	14 D D D X X X A	15 A A A A A X X	16 X D D D D D D	17 X X X X X D D	18 D D D D X X X
	19 A A A A A A X	20 X X D D D D D	21 D X X X X X D	22 D D D D D X X	23 X A A A A A A	24 X X X D D D D
	25 D D X X X X X					
MD	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 X D D D D D D	2 X X X X X D D	3 D D D D X X X	4 A A A A A A X	5 X X D D D D D	6 D X X X X X D
	7 D D D D D X X	8 X A A A A A A	9 X X X D D D D	10 D D X X X X X	11 X D D D D D X	12 X X X A A A A
	13 A X X X X D D	14 D D D X X X X	15 X X D D D D D	16 D X X X A A A	17 A A A X X X D	18 D D D D D X X
	19 X X X D D D D	20 D D X X X A A	21 A A A A X X X	22 D D D D D D X	23 X X X X D D D	24 D D D X X X A
	25 A A A A A X X					
ME	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 D X X X X X D	2 D D D D D X X	3 X A A A A A A	4 X X X D D D D	5 D D X X X X X	6 X D D D D D X
	7 X X X A A A A	8 A X X X X D D	9 D D D X X X X	10 X X D D D D D	11 D X X X A A A	12 A A A X X X D
	13 D D D D D X X	14 X X X D D D D	15 D D X X X A A	16 A A A A X X X	17 D D D D D D X	18 X X X X D D D
	19 D D D X X X A	20 A A A A A X X	21 X D D D D D D	22 X X X X X D D	23 D D D D X X X	24 A A A A A A X
	25 X X D D D D D					

Schedule III – Eight (8) Hour and Thirty-Five Minute Shift

Schedule III - Eight (8) Hour Shift

	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
M-1	XDDDDXX	XXDDDDX	XDDDDDX	XDDDDDX
M-2	XXDDDDX	XDDDDDX	XDDDDDX	XDDDDXX
M-3	XDDDDDX	XDDDDXX	XXDDDDX	XDDDDDX
M-4	XDDDDDX	XDDDDDX	XDDDDXX	XXDDDDX
M-5	XDDDDXX	XDDDDDX	XDDDDXX	XDDDDDX

Schedule IV – Eight (8) Hour and Thirty-Five Minute Shift

MA	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 N X X X A A A	2 A A A X X X D	3 D D D D D X X	4 X X X N N N N	5 N N X X X A A	6 A A A A X X X
	7 D D D D D X	8 X X X X N N N	9 N N N X X X A	10 A A A A A X X	11 X D D D D D D	12 X X X X X N N
	13 N N N N X X X	14 A A A A A A X	15 X X D D D D D	16 D X X X X X N	17 N N N N N X X	18 X A A A A A A
	19 X X X D D D D	20 D D X X X X X	21 X N N N N N X	22 X X X A A A A	23 A X X X X D D	24 D D D X X X X
	25 X X N N N N N					
MB	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 A A A A X X X	2 D D D D D D X	3 X X X X N N N	4 N N N X X X A	5 A A A A A X X	6 X D D D D D D
	7 X X X X X N N	8 N N N N X X X	9 A A A A A A X	10 X X D D D D D	11 D X X X X X N	12 N N N N N X X
	13 X A A A A A A	14 X X X D D D D	15 D D X X X X X	16 X N N N N N X	17 X X X A A A A	18 A X X X X D D
	19 D D D X X X X	20 X X N N N N N	21 N X X X A A A	22 A A A X X X D	23 D D D D D X X	24 X X X N N N N
	25 N N X X X A A					
MC	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 X N N N N N X	2 X X X A A A A	3 A X X X X D D	4 D D D X X X X	5 X X N N N N N	6 N X X X A A A
	7 A A A X X X D	8 D D D D D X X	9 X X X N N N N	10 N N X X X A A	11 A A A A X X X	12 D D D D D D X
	13 X X X X N N N	14 N N N X X X A	15 A A A A A X X	16 X D D D D D D	17 X X X X X N N	18 N N N N X X X
	19 A A A A A A X	20 X X D D D D D	21 D X X X X X N	22 N N N N N X X	23 X A A A A A A	24 X X X D D D D
	25 D D X X X X X					
MD	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 X D D D D D D	2 X X X X X N N	3 N N N N X X X	4 A A A A A A X	5 X X D D D D D	6 D X X X X X N
	7 N N N N N X X	8 X A A A A A A	9 X X X D D D D	10 D D X X X X X	11 X N N N N N X	12 X X X A A A A
	13 A X X X X D D	14 D D D X X X X	15 X X N N N N N	16 N X X X A A A	17 A A A X X X D	18 D D D D D X X
	19 X X X N N N N	20 N N X X X A A	21 A A A A X X X	22 D D D D D D X	23 X X X X N N N	24 N N N X X X A
	25 A A A A A X X					
ME	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
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	19 N N N X X X A	20 A A A A A X X	21 X D D D D D D	22 X X X X X N N	23 N N N N X X X	24 A A A A A A X
	25 X X D D D D D					

Schedule V – Eight (8) Hour and Thirty-Five Minute Shift

MDA	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
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	7 D D D D D D X	8 X X X X D D D	9 D D D X X X D	10 D D D D D X X	11 X D D D D D D	12 X X X X X D D
	13 D D D D X X X	14 D D D D D D X	15 X X D D D D D	16 D X X X X X D	17 D D D D D X X	18 X D D D D D D
	19 X X X D D D D	20 D D X X X X X	21 X D D D D D X	22 X X X D D D D	23 D X X X X D D	24 D D D X X X X
	25 X X D D D D D					
MDB	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
	1 D D D D X X X	2 D D D D D D X	3 X X X X D D D	4 D D D X X X D	5 D D D D D X X	6 X D D D D D D
	7 X X X X X D D	8 D D D D X X X	9 D D D D D D X	10 X X D D D D D	11 D X X X X X D	12 D D D D D X X
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	25 D D X X X D D					
MDC	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
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	25 D D X X X X X					

APPENDIX “B” REPLACEMENTS

Absence		Method of Replacement		Agreement Provisions
1. Banked Overtime		Union Hall	- Subject to down rules	Article 7.07 – Union Hall and Article 24
2. Book- off (No Pay)	- Regular Employees	Union Hall	- Subject to down rules	Article 7.08(b) and Article 24
3. Book- off (No Pay)	- Temporaries/Daily Dispatch	Union Hall		Article 7.08(b)
4. Call-Outs		Overtime (If 4:00 a.m. Call-out, minimum pay of 9 hours at S.T., including lunch period and no requirement to work beyond 8:00 a.m.)		Article 7.05 and BB Letter R1-81 Overtime call-outs
5. Leave of Absence	- Bereavement, Jury Duty, & Personal	Overtime Union Hall	- 3 days or less- subject to down rules - more than 3 days	Article 20.01, Article 24 & BB Letter 3-94
	- Union Business	Union Hall	- if required by Company	Article 12.02
6. Short Shifting		Overtime		Article 20.02
7. Sickness/Injury/ Disability ^{*1/}	- Regular Employees	Overtime	- 3 days or less- subject to down rules	Article 20.01, and Article24
		Union Hall	- more than 3 days	
8. Sickness/Injury/ Disability	- Temporary Emp.	Union Hall	- no T & T	Mandatory Replacement
	- Daily Dispatch	Union Hall	- with T & T	Mandatory Replacement
9. Statutory Holiday ^{*1}	- D.I.L, Banked Day & Birthday Stat	Overtime	- 3 days or less- subject to down rules	Article 20.01 and Article 24
		Union Hall	- more than 3 days	
10. Temporary Employee ^{*2} (in lieu of Regular)	- 6 mth. replacement	Overtime	- 3 days or less- subject to down rules	Article 20.01 and Article 24 and BB Letter 3-94 Absence Replacements
		Union Hall	- more than 3 days	
11. Training ^{*3}		Union Hall	- If required by Company	Article 20.01 and Article 24 and BB Letter 3-94 Absence Replacements

Notes: ^{*1}See also BB Letter 3-94 – Absence Replacements, for definition of continuous absences following a vacation period.

^{*2}Requirement to replace are subject to notice provisions – Article 24, section 24.02.

^{*3}All absence replacements from Union Hall will receive Time and Travel.

APPENDIX "C" TRANSFER SEQUENCE

Offered in Seniority Order – Junior qualified may be assigned

Step One

Transfer from the following positions, listed in no particular order:

- Clean up, indoor and outdoor
- Warehouse
- Control Room Operator
- Lube
- Shift Operator
- First Aid
- Cat Operator
- Gearman

Step Two

Transfer from the following positions, listed in no particular order:

- Mechanics
- Welders
- Electricians, including prints
- Shift Mechanic
- Shift Electrician

CALENDARS 2021 TO 2025

2021

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