
COLLECTIVE AGREEMENT

Between

VANCOUVER FRASER PORT AUTHORITY

and

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



January 1, 2012 – December 31, 2016

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THIS AGREEMENT made the 16th day of March 2012

BETWEEN:

The VANCOUVER FRASER PORT AUTHORITY
A body corporate, hereinafter called "the Employer".

OF THE ONE PART

AND:

The INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, LOCAL 517 (C.L.C.),
Hereinafter called "the Union".

OF THE OTHER PART

ARTICLE 1 – SCOPE

- 1.01 The following rules and rates of pay shall, insofar as the Employer has the right to agree thereto, govern the service of employees on whose behalf the Union has the right to bargain within the jurisdiction of the Employer, as defined in the Order of the Canada Industrial Relations Board dated the 30th of July, 2002 (to be updated in 2012) or as may be varied by any future Order of the said Board.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The management and direction of the work force shall be vested exclusively in the Employer, and shall include the right to hire new employees, to promote, demote, lay-off and re-hire employees; to suspend or discharge permanent employees for just cause; to transfer and train employees; to make rules and regulations not inconsistent with the terms of this Agreement to be observed by the employees.

ARTICLE 3 – GENERAL

- 3.01 The Employer will supply the Union with all notices affecting the working conditions of employees at the earliest reasonable time. On commencing employment, new employees will be provided with a copy of the existing Collective Agreement by the Employer.
- 3.02 The Employer agrees that the Union shall be allowed the use of notice boards for posting of Union notices duly authorized by the Union Executive.
- 3.03 There shall be no harassment or discrimination against employees by the Employer or the Union.
- 3.04 Any employee called before management regarding their job performance may have a Union representative present.
- 3.05 The Employer agrees to keep the Union informed of the names of the designated people referred to in this Agreement.
- 3.06 (a) Whenever the singular or masculine is used in this Agreement, these words shall be construed as meaning the plural or feminine where the context requires. Conversely, the reverse is equally true.
- (b) In this Agreement the terms "job" and "position" have the same meaning.
- 3.07 Any notice to be given to the Union shall be in writing and shall be sent to ILWU Local 517, 190 – 111 Victoria Drive, Vancouver, B.C., V5L 4C4, or any alternate address provided by the Union, with a copy to the Union President c/o his/her department.
- In the event of a planned absence of the Union President, the Union at its option may have such notices directed to a designate at an alternate address. The Union will send written notice indicating such designate and alternate address to the Employer not less than five (5) working days prior to the commencement of such absence.
- 3.08 The Employer agrees that it does not normally intend to contract out work now normally done by members of the bargaining unit. However, if circumstances make such a situation necessary, the Employer agrees to confer with the Union prior to such contracting procedure. The conference is intended to seek an alternate workable solution. The Employer agrees to notify the Union of its intention to contract out as far in advance as possible.

3.09 Employment Medical and Professional Certifications

- (a) Medical – The cost of pre-employment and other medical examinations required for continuing employment or continuing certification required by the Employer will be paid by the Employer.
 - (b) Professional – The Employer shall pay the cost of membership and certification fees to professional, technical or other associations, in which the Employer either requires membership or certification for employees, as a condition of employment, or determines the employees would benefit in their work by such membership or certification.
- 3.10 No employee will be required as a condition of employment to operate their private vehicle for the benefit of the Employer. Where an employee agrees to use their vehicle for Employer business, they will be reimbursed for the cost of providing commercial coverage.
- 3.11 The Employer and the Union recognize and agree that the list of departments contained in the Article reflects the departments which have representation of the Union as of January 1, 2012. Should the Union gain representation for employees in departments that are not named in the current list, such departments will be included in the list in this Article.

Departments:

- Accounting & Administration
- Communications & Government Affairs
- Engineering & Maintenance
- Environmental Programs
- Finance and Treasurer
- Information Services
- Infrastructure Development
- Operations and Security
- Planning & Development
- Project Management
- Real Estate
- Sustainable Development – CCIP
- Trade Areas
- Trade Development

Casual and Term Employees

- 3.12 (a) Employees hired on a casual basis or for terms of six (6) months or less are covered by the terms and conditions of this Agreement with the exception of:
- Article 7 – Group Benefit Plans
 - Personal Care Days
 - Special Leave
 - Recourse to the grievance procedure in the case of disciplinary action or release
 - Sick Leave
 - Court Leave
- (b) At each pay period, all casual employees will receive six (6) percent vacation pay. Additionally, casual employees who have completed the equivalency of six (6) months through total hours worked will receive, in lieu of the exceptions listed in Article 3.12(a), an additional nine percent (9%) of their base wage rate commencing upon completion of the required hours.
- (c) All term employees will receive Vacation Leave per Article 13.
- (d) Employees hired on a term basis for longer than six (6) months are covered by the terms and conditions of this Agreement with the exception of:
- Articles 7.04, 7.05, 7.07, 7.08, 7.09, 7.10, 7.11, 7.12 and 7.13
 - Special Leave (per Article 15.02, 15.04, 15.05)
 - Recourse to the grievance procedure in the case of disciplinary action or release
 - Sick Leave (per Article 14.01)
 - Court Leave

Such term employees will be entitled to Sick Leave on a pro-rated basis up to a maximum of ten (10) days per year which shall be cumulative from year to year and Personal Care Days on a pro-rated basis up to a maximum of four (4) days per year, which shall not be cumulative from year to year. These employees have the option to receive the above benefits or an additional nine percent (9%) of their base wage rate payable each pay period.

ARTICLE 4 – TIME OFF FOR REPRESENTATIVES

- 4.01 Time off with pay shall be granted to employee representatives when meeting with officers of the Employer on behalf of the Union, on matters of business affecting both Employer and the Union.
- 4.02 Time off without pay shall be granted by the Employer to official representatives of the Union to attend meetings, conventions, workshops, etc., pertaining to labour matters directly affecting the Union, provided that:
- (a) Reasonable notice is given of the date and duration of such time off, and
 - (b) Such time off shall not interfere with the normal operational requirements of the Employer. Such time off will not be unreasonably withheld.
- 4.03
- (a) The Employer agrees to grant to one (1) employee, when requested and whose name is specified by the Union, leaves of absence for up to two (2) 2-year terms to work in a full-time capacity for I.L.W.U. Local 517 or another affiliated labour organization.
 - (b) It is understood that such leave is without pay or benefits. The Employer, however, does agree to continue the employee on Group Benefits and Defined Benefit Pension Plan or Defined Contribution Plan (Group RRSP). I.L.W.U. Local 517 agrees to reimburse the Employer upon being invoiced.
 - (c) It is agreed that seniority and benefits that accrue from seniority will accumulate during such leave.
 - (d) The Union agrees to give the Employer a minimum of two (2) months notice in advance of the beginning of such leave, and further agrees that should the services of the employee be required by the Employer in an emergency or urgent situation, the Employer will have access to the employee and will reimburse the Union for the hours spent by the employee doing Employer business.
- 4.04
- (a) Under normal conditions, no member (other than those on regular shift work) shall be expected to work past 1700 hours on the regular meeting nights of the Local, nor on any night when a special meeting is called. The Union will

supply the Employer with dates of regular meetings and twenty-four (24) hours notice of special meetings.

- (b) It is understood that in certain special circumstances employees may be required to work later than 1700 hours in order to secure and safeguard Employer property and equipment.

ARTICLE 5 – STRIKES, LOCKOUTS

- 5.01 It is agreed that in the event of strikes or lockouts, the Union and the Employer shall be governed by the Canada Labour Code.
- 5.02 Employees shall not be considered as having abandoned their positions in the event that they are prevented from crossing legitimate picket lines set up in the immediate area of Employer property. Employees will make every effort to contact a Union Representative for guidance. The Union will make every effort to inform the Employer.

ARTICLE 6 – VACANCIES

Postings

- 6.01 (a) When vacancies in regularly established positions or new positions covered by this Agreement are required to be filled, they shall be posted internally within five (5) working days of such vacancies occurring or of such new positions being established. The posting shall show rate of pay, effective date, classification and hours of the position, and shall be posted for ten (10) working days in places accessible to all employees. Copies shall be forwarded to the Union. Employees desiring such positions shall forward to the designated officer their application including details of related experience within the ten (10) working days specified in this Article.
- (b) Temporary postings will not be used without prior agreement of the Union, except in the case of maternity leave, sickness over eight (8) weeks, vacation over eight (8) weeks, leave of absence over eight (8) weeks, on-the-job training and emergencies. The Union will not unreasonably withhold such agreement.

- (c) A posting advertising a vacancy shall be considered as having expired seventy (70) working days after the original posting if the vacancy has not been filled within this time by any means. If the Employer decides that the need to fill the vacancy still exists after this time, the position shall be re-posted as per Article 6.01(a).
- (d) A term position in existence for greater than three (3) years within a three and one-half (3½) year period will be posted as a permanent position.

Appointments

- 6.02 (a) Appointment to vacancies shall be made on the basis of seniority of service if qualified.

The name of the appointee shall be announced within five (5) working days, in the same manner as the position was posted. Posted positions may be filled temporarily pending the appointment of the successful candidate.

- (b) Notwithstanding the seniority criteria of Article 6.02(a), applicants for temporary vacancies who have previously received the necessary training and/or successfully relieved the vacant position within the previous two (2) years shall have preference in appointment to the temporary vacancy.
- (c) Having concluded processes as outlined in Article 6, nothing herein shall prevent the Employer from determining that no applicant has the necessary qualifications and from proceeding to fill the vacancy at its discretion, but this shall not limit the right of any individual employee, group of Employees or the Union in respect of the grievance procedure.

- 6.03 (a) Employees who are appointed to a position shall be given a period of up to ninety (90) working days in which to:
- (i) demonstrate their competence and failing to do so shall be returned to their former position; and,
 - (ii) confirm their interest to remain in the position or to revert to their former position.

During the ninety (90) working days noted above, there will be positive and constructive mutual feedback by the manager, the incumbent and co-workers as appropriate.

Should an employee be absent for more than five (5) working days in total during the ninety (90) working day period, this period will be extended by the number of days absent exceeding five (5) working days.

- (b) Employees appointed to a permanent position in accordance with Article 6 are not eligible to bid on other positions of the same classification or at the same salary level during the first six (6) months after the effective date of the appointment without specific Employer approval.
 - (c) Employees who are appointed to a position will be paid their new job rate on the day they are reassigned or within thirty (30) days from the date of the original appointment, whichever occurs first.
- 6.04
- (a) In addition to their normal duties, all employees who assist or relieve senior positions for periods of a minor nature will be expected to relieve the senior positions as required during periods of sickness, Vacation Leave, etc. However, they are not obligated to relieve senior positions for prolonged absences [over eight (8) weeks], and should they voluntarily forego such a move, the position will be filled by the next qualified senior person in line of progression (subject to Article 10).
 - (b) Should employees forego moves to senior positions for the purpose of relieving, then such employees must indicate their declination by letter, and further, such employees will not have the opportunity of applying for a senior position in direct line of progression if and when vacancies occur [subject to Clause (d)].
 - (c) This principle is also to apply to employees who have requested to revert to a junior position, such request to be formally submitted in writing.
 - (d) Employees who have reverted to a junior position at their own request or who have declined to accept a senior position in direct line of progression on a relief basis, may, upon written revocation of the previous letter being submitted prior to any vacancy occurring, apply for a senior position but only after the position has become vacant for a second time.

Relief Coverage

- 6.05 (a) Employees of the office group and employees of the outside group shall relieve, when requested by management, within their respective groups for absences exceeding five (5) consecutive working days to a maximum of eight (8) weeks in order of seniority within the department as defined in Article 3.11 within which the employee works provided the employee has the particular training and qualifications necessary and can perform the job satisfactorily.
- (b) Where departmental relief as indicated in (a) is not available, the Employer will endeavour to offer the relief work to employees in other departments based upon seniority of service, provided the employees are qualified and willing. The Employer shall also endeavour to arrange the training of such employees in advance of the relief requirement. However, the provisions of paragraphs (a) and (b) shall not apply where a permanent relief for that position is maintained on staff.
- (c) Where casual periods of absence of five (5) consecutive working days and under are required to be filled, as determined by management, the Employer shall endeavour to offer such relief to the employees indicated in (a) and (b) respectively provided operational requirements permit and the employees are qualified and capable of doing the work.
- (d) Predetermined periods of absence over eight (8) weeks duration shall be filled through the posting process as per Article 6.01(a).
- (e) Relief opportunities of eight (8) weeks or less will not be posted or announced.
- (f) When an employee is called upon to do the work of a higher classification, such employee shall be paid at the rate of the new classification. When an employee is called upon to do the work of a lower classification, such employee shall maintain the rate attributable to his/her classification.
- (g) When an employee is called upon to do the work of a higher classification not covered by this Collective Agreement, such employee shall be paid at a rate of six percent (6%) above his/her regular wage rate covered by this Collective Agreement.

Job-Related Training

- 6.06 (a) To ensure competent performance of work, the Employer undertakes to provide appropriate training when necessary. This training shall not be interpreted to include training of an apprenticeship nature, except where formally agreed to in writing between the Employer and the Union. The Union undertakes to co-operate with the Employer with respect to such training. Each employee will be given the occupational classification and rating for which the employee is fully qualified and performs.
- (b) Employees who have received on-the-job training for a particular position will be required to relieve in that position for a period of two (2) years.
- (c) Where the Employer posts an on-the-job training opportunity the posting will contain the estimated training time. A list of the names of the applicants shall be supplied to the Union. The name(s) of the successful applicant(s) shall be announced.

ARTICLE 7 – GROUP BENEFIT PLANS

B. C. Medical Services Plan

- 7.01 It is agreed that the Employer shall contribute one hundred (100) percent of the B.C. Medical Services Plan premium on behalf of all permanent and eligible term employees covered by this Agreement.
- 7.02 In the event an employee elects not to contribute to the B.C. Medical Services Plan, the Employer will not contribute to an alternate plan.

Dental Plan

- 7.03 It is agreed that the Employer will contribute eighty (80) percent of the premium of the VFPA dental plan that was in place on the date of ratification, on behalf of all permanent and eligible term employees covered by this Agreement. The full premiums under this Plan are to be paid by the Employer and the employee's premium twenty (20) percent is to be recovered by payroll deductions.

7.04 Reimbursements

- (a) Fitness – The Employer shall reimburse \$350.00 per year toward fitness club memberships, and other fitness-related expenses approved by Human Resources, for each permanent employee, including immediate family members, who has completed his/her probationary period, on a pro-rated basis, from date of hire. Receipts to be submitted to Human Resources.
- (b) Health Spending Account – The Employer shall provide a Health Spending Account (HSA) in the amount of \$400 per year for each permanent employee including immediate family members, who has completed his/her probationary period, on a pro-rated basis, from date of hire. The HSA provides reimbursement for a wide range of health-related expenses, over and above regular benefits plans. Receipts to be submitted to Extended Health Plan provider.

Long Term Disability Plan

7.05 It is agreed that the Employer will contribute ninety (90) percent of the premium of the Long Term Disability Plan on behalf of all permanent employees covered by this Agreement. The full premiums under this Plan are to be paid by the Employer and the employee's premium ten (10) percent is to be recovered by payroll deductions.

Extended Health Plan

7.06 It is agreed that the Employer shall contribute eighty percent (80%) of an Extended Health Plan premium on behalf of all permanent and eligible term employees covered by this Agreement. The full premiums under this plan are to be paid by the Employer and the employee's premium, twenty percent (20%), is to be recovered by payroll deductions.

The above benefit shall include:

- Pay direct plan for prescriptions
- Coverage for corrective eyewear up to a maximum of \$300.00 per family member claimable per non probationary permanent employee in a twenty four (24) month period
- Annual eye examination up to \$100
- Professional services for each of the following health practitioners up to a maximum of \$400 per person per

calendar year. There will no longer be a \$10 reimbursement limit for the first twelve (12) visits.

- Chiropractor
- Naturopath
- Physiotherapist
- Massage Practitioner
- Podiatrist
- Speech Language Pathologist
- Clinical Psychologist
- Acupuncture Treatments

The above benefit shall also include orthotics up to a maximum of \$300.00 per family member claimable per non-probationary permanent employee in a twenty-four (24) month period.

Basic Life Insurance

7.07 The Employer offers all permanent employees a life insurance plan commencing on hire date. This plan provides two (2) times the employee annual salary and participation is mandatory. It is agreed that the Employer shall contribute ninety percent (90%) of basic Life Insurance premium on behalf of all permanent employees covered by this Agreement. The full premiums under this plan are to be paid by the Employer and the employee's premium, ten percent (10%), is to be recovered by payroll deductions.

Additional life insurance, 'Optional Life' is also available and premiums are one hundred percent (100%) employee paid.

VFPA Defined Benefit and Defined Contribution Plans

7.08 All permanent employees hired by the Vancouver Port Authority (VPA) prior to March 1, 1999 are eligible to contribute and participate in the VPA Defined Benefit Pension Plan.

7.09 All permanent employees hired by the VPA after March 1, 1999 and on or prior to December 31, 2007, shall contribute to and participate in the Vancouver Fraser Port Authority (VFPA) Defined Contribution Plan (Group RRSP) up to a maximum of seven (7) percent of earnings, which shall be matched by the Employer.

- 7.10 All permanent employees hired by the North Fraser Port Authority (NFPA) on or before December 31, 2007 are eligible to contribute and participate in the NFPA Defined Benefit Pension Plan.
- 7.11 All permanent employees hired by the Fraser River Port Authority (FRPA) on or before December 31, 2007 are eligible to participate in the FRPA Defined Contribution Pension Plan and to contribute up to a maximum of seven (7) percent of earnings, which shall be matched by the Employer.
- 7.12 All permanent employees hired by the Employer on or after January 1, 2008 shall participate in the VFPA Defined Contribution Plan (Group RRSP) and contribute up to a maximum of seven (7) percent of earnings, which shall be matched by the Employer.
- 7.13 On a one-time only basis, exclusive of maternity/parental and leave without pay absences, all permanent employees enrolled in a Defined Contribution Plan as described in Article 7, who did not contribute the maximum (7%) of earnings in the previous year, upon written request to the Employer and the Union, may elect to contribute an amount equal to the difference between the maximum (7%) and their paid contributions for that year. Such contributions will be based on the permanent employment earnings for that previous year, which shall be matched by the Employer.

ARTICLE 8 – SENIORITY

- 8.01 (a) Seniority, for the purposes of this Agreement, is to be from the date when permanent employment commences.
- (b) Permanent employees shall acquire or be entitled to exercise seniority rights only after successful completion of their probationary period of six (6) consecutive months, exclusive of overtime.
- (c) The purpose of the probationary period is to evaluate the employee's ability to competently perform the requirements of the position, and the employee's overall suitability, compatibility and potential for training and advancement.

The Union recognizes the benefit of constructive consultation with management during a new employee's probationary period, which is prior to that employee being inducted into the Union. Such consultation is to help

- assess the candidates overall suitability and compatibility within the workplace.
- 8.02 (a) An employee not having seniority rights may have services terminated at the sole discretion of the Employer.
- (b) It is understood by the Employer and the Union that the Employer will not terminate an employee simply to circumvent the time requirement outlined in Clause 8.01(b).
- 8.03 Seniority lists of all employees covered by this Agreement shall be posted as soon as possible after the effective date of this Agreement, and semi-annually not later than January 31st and July 31st of each year following. Such lists shall show names, positions, seniority dates and fences where applicable.

ARTICLE 9 – CHECK-OFF

- 9.01 As a condition of employment, all permanent, term and casual employees shall become Union members and are required to maintain their membership in good standing.
- 9.02 Commencing on the first day of employment, the Employer shall deduct dues as set by the Union from each employee's wages. Such dues will be deducted and forwarded to the Union on a bi-weekly basis.
- 9.03 The Employer will provide the Union with a list of the previous month's employees' dates of hire, name changes, terminations and leaves without pay longer than one (1) month in duration. This list will be received by the Union on or before the tenth (10th) day of each month.
- 9.04 The Employer will provide the Union with a list of Union dues paid by employees, which will be received by the Union on or before the tenth (10th) day of each month.
- 9.05 The Employer shall not be held liable or responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate remittances. Any such errors shall be rectified by subsequent adjustments. Should an employee leave Employer service with any Union dues owing, the Employer will make every effort to collect, and remit to the Union, such back dues.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 Any individual employee, group of employees, the Union or the Employer shall have the right at any time to present grievances under the procedure outlined in this Agreement. Grievances must be filed within ten (10) working days of becoming aware of the occurrence and are to be submitted in writing, outlining the reason, date of occurrence along with any additional pertinent information.
- 10.02 The following steps constitute the recognized grievance procedure under this Agreement:

<u>STEP</u>	<u>REPRESENTING THE EMPLOYEE</u>	<u>REPRESENTING THE EMPLOYER</u>
(1)	Steward and Aggrieved	Designated Person
(2)	Grievance Committee	
(3)	Union Representative	Management Committee
(4)	Mediation	
(5)	Arbitration	

Following Step One (1) and prior to Step Two (2), the Union takes ownership of any grievance placed by an employee or group of employees as per Article 10.01.

By mutual agreement, steps one (1), two (2) and/or three (3) of the Grievance procedure may be waived.

- 10.03 (a) Decisions on step one (1) shall be rendered in writing within five (5) working days after the grievance was filed.
- (b) Failing satisfactory settlement at step one (1), the Grievance Committee shall meet. A decision shall be rendered in writing within ten (10) working days after notification in writing that the step one (1) decision is appealed.
- (c) Failing settlement at step two (2) the step three (3) representatives shall meet and a decision shall be rendered in writing within ten (10) working days after notification in writing that the step two (2) decision is appealed.
- (d) Grievances not appealed to a subsequent step of the grievance procedure within ten (10) working days of a decision in writing shall be deemed settled on the basis of the decision in the last step to which the grievance was carried.

- (e) Procedures covering steps one (1), two (2), and three (3) may be extended by mutual agreement between the Employer and the Union.
- (f) In regard to the terms "decision" and "notification" it is the responsibility of the grieving party to give "notification" and the responsibility of the other party to render the "decision".

10.04 Persons involved with the first step of the grievance procedure cannot be considered as nominees to the Grievance Committee.

10.05 The Grievance Committee shall be composed of three (3) representatives of the Union and three (3) representatives of the Employer. It shall be the responsibility of each party to notify the other of the names of the representatives. The Grievance Committee shall not enter into any agreement affecting policy.

10.06 Failing satisfactory settlement through the first three steps of the grievance procedure process, the Employer and the Union agree to apply for the services of the Federal Mediation and Conciliation Service for step four (4) within ten (10) working days. The Employer and the Union shall work together to expedite resolution through mediation.

10.07 In the event of arbitration, the arbitrator shall be selected from the following panel of arbitrators, on a rotational basis. If an arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of his/her selection, the dispute shall be reassigned to the next arbitrator in rotation. The members of the panel of arbitration are:

- i. Joan Gordon
- ii. Robert Pekeles
- iii. Judi Korbin
- iv. Colin Taylor

In the event none of the above arbitrators is available to process the grievance within the stipulated thirty (30) day period, the Federal Mediation & Conciliation Service will be asked to appoint an arbitrator.

10.08 The findings of the arbitrator shall be final and binding on both the Employer and the Union. The arbitrator is not authorized to alter, modify or amend any part of this Agreement.

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

ARTICLE 11 – CONDUCT AND DISCIPLINE

- 11.01 Designated representatives of management may meet with employees to discuss their conduct or discipline. Before such discussion, the designated person shall advise the employee of his/her right to have a shop steward present if the employee so wishes.
- 11.02 In case of a breach of conduct on the part of an employee covered by this Agreement, the designated person will notify the employee within twenty-four (24) hours (exclusive of Saturdays, Sundays or Legal Holidays) of the Employer having become aware of the incident, of the particulars with a copy of same to be forwarded to the Union Executive.
- 11.03 In matters of discipline and in the event of arbitration, the sole arbitrator may sustain, revoke, or alter a penalty. In the event a grievance is ultimately sustained where an employee had been suspended, demoted, or dismissed, the employee shall be reinstated with full compensation for time lost, or by any other arrangements which in the opinion of the Employer and the Union or the arbitrator are just and equitable.
- 11.04 In the case of a reinstated employee the Employer and the Union agree that the arbitrator shall have jurisdiction to rule on the disposition of any monies the employee may have earned during his/her period of suspension.
- 11.05 Disciplinary action, other than those of a major nature, taken against an employee will be removed from an employee's personnel file after twenty-four (24) months from the date of occurrence provided there has not been any further incident of a disciplinary nature.

Should any further incident occur within that twenty-four (24) month period then all documents shall remain on file for twenty-four (24) months from the date of the most recent occurrence.

Major offences are defined as:

1. Theft of Employer property
2. Willful damage to Employer property
3. Fighting on the job
4. Assault of a Foreman or Supervisor
5. Falsification of the employee's employment application
6. Chronic alcohol or drug abuse on the job after the failure of the employee to successfully respond to assistance policies or programs.

ARTICLE 12 – LEGAL HOLIDAYS

12.01 The following are the recognized Legal Holidays for the purpose of application as hereinafter provided:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	

12.02 When the Governor-in-Council declares a holiday that is not included in paragraph 12.01, it shall be deemed to be a Legal Holiday for the purposes of this Agreement.

12.03 If the Employer substitutes a day for any of the Legal Holidays listed above, that day shall be deemed to be the Legal Holiday for the purposes of this Agreement.

12.04 Payment for Legal Holidays will be as follows:

Non-Shift Work – A holiday with pay on the actual day the holiday occurs. If employees are required to work on a Legal Holiday they will be paid, in addition to the regular salary or wages for that day, at double the regular rate for the hours worked.

Shift Work – If a Legal Holiday falls on a day that is a normal working day for employees or if employees are required to work on a Legal Holiday that is normally a non-working day for employees they are to be paid, in addition to their regular salary or wages, at double the regular rate for the hours worked. If a Legal Holiday falls on a day that is a non-working day for employees, a holiday with pay is to be granted at another time convenient to them and their supervisors.

However, this alternate holiday must be taken by January 31st following the calendar year in which it was earned or it will be paid out.

- 12.05 New employees must work fifteen (15) days within the thirty (30) days immediately prior to a Legal Holiday to qualify for pay for that holiday.
- 12.06 Employees relieving at a higher classification at the time of a Legal Holiday will be paid that day at the higher rate providing one of the following applies:
- (a) The shift before and the shift following the Legal Holiday are worked; or
 - (b) A minimum of five (5) shifts immediately prior to the Legal Holiday are worked.

ARTICLE 13 – VACATION LEAVE

- 13.01 (a) An employee shall earn Vacation Leave credits at the following rate for each calendar month during which the employee receives pay for at least ten (10) days:

<u>Continuous Years of Service</u>	<u>Accrual Rate/Month</u>
For each year of continuous service up to and including the completion of the 6th year of service.	1¼ days/month
From completion of the 6th year of continuous service to the completion of the 15th year of service.	1 ² / ₃ days/month
From completion of the 15th year of continuous service to the completion of the 25th year of service.	2 ¹ / ₁₂ days/month
From completion of the 25th year of continuous service and in each subsequent year.	2½ days/month

- (b) Employees, upon completion of their 20th year of continuous service, will be entitled to a one-time bonus of five (5) days of Vacation Leave that may be taken at any time up to the completion of their 25th year of continuous

service. If these bonus days are not taken by the completion of their 25th year of continuous service, such days will be paid out.

- (c) For the purpose of calculating Vacation Leave credits for term employees who subsequently become permanent employees the date of original hire will apply, provided the employee had continuous service. There will not be a break of service in order to intentionally circumvent this clause.
- 13.02 An employee is entitled to Vacation Leave with pay to the extent of his/her earned Vacation Leave credits, but an employee who has completed six (6) months of continuous employment may receive an advance of Vacation Leave credits equivalent to the anticipated Vacation Leave credits for the calendar year.
- 13.03 The Employer will not unreasonably deny the request of an employee for an extension of Vacation Leave without pay on his/her scheduled term of Vacation Leave. Consideration of all basic leaves for employees within each work section will take precedence over any such extension.
- 13.04
 - (a) To receive full consideration, all applications for Vacation Leave and extension of leave, with or without pay, must be submitted by February 15th of each and every year and be posted by March 15th.
 - (b) Vacation Leave shall be scheduled by consultation between the Employer and the employees. Any conflicts between employee applications which cannot be resolved between the persons concerned shall be decided in favour of the employee having seniority of service.
 - (c) Management is receptive to applications from employees wishing to take their Vacation Leave credits in one (1) period, depending on department operational requirements.
- 13.05 In the event applications are not received within the time limit stipulated in Clause 13.04 above, Vacation Leave and extension of leave will be arranged in consultation with the employees concerned but only after full consideration has been given to employees who have met the above requirements, and subject to Clause 13.06 below.
- 13.06 Unless there are extenuating circumstances all of the Vacation Leave must be taken in the calendar year in which it is earned.

- 13.07 Where in any calendar year an employee has not been granted all of the Vacation Leave credited to him/her, the unused portion of his/her Vacation Leave shall be carried over into the following calendar year. Carry-over beyond one (1) year shall be by mutual consent, excluding Article 13.01(b).
- 13.08 In order that employees involved in shift work may make appropriate arrangements for Leaves the Employer will undertake to post shift schedules for each calendar year at least six (6) weeks prior to January 1st of each year.
- 13.09 Where, in respect of any period of Vacation Leave, an employee:
- (a) Is granted bereavement leave; or
 - (b) Is granted Special Leave with pay because of illness in the immediate family; or
 - (c) Is granted Sick Leave on production of a medical certificate,
- The period of Vacation Leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.
- 13.10 When an employee dies or otherwise ceases to be employed, the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused Vacation Leave by the daily rate of pay as calculated for his/her position.
- 13.11 In the event of termination of employment for reasons other than death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned Vacation Leave taken by the employee as calculated for his/her position on the date of the termination of his/her employment.

ARTICLE 14 – SICK LEAVE

- 14.01 Regarding Employer notification, see Article 16.05.

A permanent employee shall earn Sick Leave credits at the rate of one and one quarter (1¼) days for each calendar month in which the employee received pay for at least ten (10) days. Sick Leave shall be cumulative from year to year.

- 14.02 Permanent employees are eligible for Sick Leave with pay when they are unable to perform their duties because of illness or injury, provided they have the necessary Sick Leave credits.
- 14.03 A statement signed by permanent employees stating that because of illness or injury they were unable to perform their duties shall be submitted by the employees for periods of not more than five (5) consecutive days at any one time to a maximum of seven (7) days within a calendar year.
- 14.04 Periods of leave not specifically covered in the preceding paragraph require a certificate from a medical practitioner, dentist, chiropractor, or other properly licensed health practitioner by whom the employee has been treated.
- 14.05 No permanent employee shall be granted Sick Leave, nor accumulate Sick Leave credits, during a period in which the employee is on leave of absence without pay or under suspension.
- 14.06 Where a permanent employee with at least two (2) years continuous Employer service is absent for a minimum of three (3) consecutive working days due to illness and has exhausted, or during that period would exhaust his/her Sick Leave credits, approval shall be granted for an advance against future Sick Leave to be earned in an amount not exceeding three (3) weeks (fifteen (15) working days). Such amounts advanced will be deducted from future Sick Leave credits earned and no further Sick Leave with pay shall be granted until the total amount of the advanced Sick Leave is recovered. Upon termination of employment, any Sick Leave not so repaid shall be recovered from the employee's termination pay.
- 14.07 A permanent employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by Worksafe BC that the employee is unable to perform his/her duties because of personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct, if the employee agrees to pay the Employer any amount received by him for loss of wages in settlement of any claim the employee may have in respect of such injury.
- 14.08 Sick Leave with pay, within the limits laid down under paragraph 14.01, shall be granted by the Employer. The Employer may request the ill permanent employee to submit a

Doctor's certificate to verify the continued use of Sick Leave credits, particularly in those situations where the Sick Leave credits have been used in excess of three (3) continuous months.

ARTICLE 15 – PERSONAL CARE DAYS AND SPECIAL LEAVE

- 15.01 Personal Care Days are offered to assist employees in accommodating personal responsibilities and to support their work-life balance. A permanent or eligible term employee shall accumulate four (4) Personal Care Days at a rate of one (1) day per quarter for each quarter in which the employee received pay for at least ten (10) days. Personal Care Days are not cumulative from year to year and will not be paid out.
- 15.02 A permanent employee shall earn Special Leave credits up to a maximum of twenty-five (25) days at the following rate:
One-half (½) day for each calendar month in which the employee received pay for at least ten (10) days.
As credits are used, they may continue to be earned up to the maximum.
- 15.03 All permanent and term employees shall be granted leave to attend medical and dental appointments up to a maximum of sixteen (16) hours per year, with each occurrence being a minimum of 30 minutes and increasing in 30 minute increments thereafter, without deduction of leave credits. Such leave shall be granted when it is impossible for the employee to make such arrangements outside his/her normally scheduled hours of work.
- 15.04 Special Leave with pay shall be granted to permanent employees under the following conditions:
- (a) Serious illness in the immediate family, i.e. father, mother, sister, brother, wife, husband, child of the employee, mother-in-law, father-in-law or any other relation who is a member of the employee's household. A medical certificate or other statement signed by a qualified medical practitioner stating that the employee's presence was required may be required [maximum three days (local); maximum five days (when travel to destination requires better part of business day)].

- (b) Death in the immediate family, i.e. father, mother, sister, brother, wife, husband, child of the employee, mother-in-law, father-in-law or any other relation who is a member of the employee's household [maximum three days (local); maximum five days (when travel to destination requires better part of business day)].
- (c) Marriage of employee after completion of one year of continuous permanent full-time employment [maximum five (5) days].
- (d) New fathers upon the birth of their child [maximum two (2) days].
- (e) At the discretion of the Employer when circumstances not directly attributable to the employee prevent his/her reporting for duty. However, the Employer exercising such discretion shall not prevent the requested leave, with the form of leave being determined at Joint Committee, if need be. An employee taking this leave must inform the Employer and the Union in writing.

15.05 Where a permanent employee has insufficient or no credits to cover the granting of Special Leave, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advanced leave from any Special Leave credits subsequently earned.

ARTICLE 16 – MISCELLANEOUS LEAVE

Leave Without Pay

16.01 Leave without pay may be granted by the Employer subject to the operational requirements of the department, upon written application with a copy to the Union, setting forth reasons for such leave. Such leave shall not be unreasonably withheld. Union dues must be paid for the duration of leave as noted below.

For leaves described below, the following will apply:

- (a) For periods not exceeding four (4) hours:

When undertaking personal business which cannot normally be performed outside the employee's normal working hours, leave may be granted at the discretion of the Employer. For such leave, the employee is not required to notify the Union.

The Employer and the employee will continue to pay their respective portions of premiums and contributions for Article 7 group benefit plans.

- (b) For periods greater than four (4) hours and not exceeding three (3) months:

The Employer and the employee will continue to pay their respective portions of premiums and contributions for Article 7 group benefit plans.

- (c) For periods greater than three (3) months and not exceeding six (6) months:

Leave without pay shall be granted, to employees with at least three (3) years service. Such leave shall not be granted more frequently than once every three (3) years.

For the first three (3) months, the Employer and the employee will continue to pay their respective portions of premiums and contributions for Article 7 group benefit plans.

For any period beyond the first three (3) months, the employee shall pay both employee and Employer portions of premiums and contributions for Article 7 group benefit plans.

- (d) For periods greater than six (6) months and not exceeding twelve (12) months:

Leave without pay shall be granted to employees with at least three (3) years service. Such leave shall not be granted more frequently than once every three (3) years

Employees applying for leave greater than six (6) months shall agree to assist in training their replacement and to fulfill the entire term of their requested leave unless an early return to work is approved by the Employer.

Employees under a defined benefit pension plan shall commit to a work place return of at least one year. Should they opt not to return to work for the period noted above, their termination/retirement date shall be the date of the commencement of the leave without pay.

For the first three (3) months, the Employer and the employee will continue to pay their respective portions of premiums and contributions for Article 7 group benefit plans.

For any period beyond the first three (3) months, the employee shall pay both employee and Employer portions of premiums and contributions for Article 7 group benefit plans.

Court Leave

- 16.02 Leave of absence with pay shall be given to permanent employees, other than an employee on leave of absence without pay, or under suspension, or who is on trial before the courts, who is required:
- (a) To serve on a jury; or
 - (b) By subpoena or summons to attend as a witness in any proceeding held:
 - i. In or under the authority of a court of justice or before a grand jury;
 - ii. Before a court, judge, justice, magistrate or coroner;
 - iii. Before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of their position;
 - iv. Before a legislative council, legislative assembly of house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - v. Before an arbitrator or umpire of a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.
 - (c) To attend legal proceedings under circumstances which are not specified under sub-clauses (a) and (b) above but which, in the opinion of the Employer, are sufficiently extenuating to warrant such leave.
 - (d) Permanent employees granted leave with pay as outlined in sub-clauses (a) and (b) above will be required to report for work on any day on which they are not required for service or for legal proceedings for more than three (3) hours of his/her or her regular working time.
 - (e) Court leave with pay applies where a permanent employee is to be absent on his/her actual working day.

- (f) Permanent employees granted leave with pay as outlined in sub-clauses (a) and (b) above will retain any fees received.

Leave for Employees with Child Care Responsibilities

16.03 The Employer will grant leave for child care responsibilities in accordance with the Canada Labour Code and Employment Insurance Maternity and Parental Benefits.

For such leave, the Employer will continue to pay the Employer portion of premiums and contributions for Article 7 group benefit plans.

Provisions of the Canada Labour Code previously posted in conspicuous places are now available on the internet.

Maternity Leave Top-Up

Maternity leave top-up is payable to the biological mother who is unable to work because she is pregnant or has recently given birth [maximum fifteen (15) weeks].

Parental Leave Top-Up

Parental leave top-up is payable only to the biological or adoptive parent while they are caring for their newborn or newly adopted child [maximum thirty-five (35) weeks].

During maternity/parental leave, the Employer will top-up maternity/parental leave of a permanent employee who is on Employment Insurance to a maximum of fifty percent (50%) of the difference between the employee's weekly pay and the Employment Insurance maximum weekly pay, for a combined maximum of up to fifty (50) weeks payable as follows:

- (a) Twenty-five percent (25%) of the difference between the employee's weekly pay and the Employment Insurance maximum weekly pay while on maternity/parental leave; and
- (b) The remaining twenty-five percent (25%) of the difference between the employee's weekly pay and the Employment Insurance maximum weekly pay three (3) months after the completion of maternity/parental leave.

The above applies to a permanent employee on the following conditions:

- i. The employee had a minimum of two (2) years of continuous full-time service with the Employer prior to maternity/parental leave; and
- ii. The employee returns to work for a minimum of three (3) months after completing their maternity/parental leave.

For the purposes of the top-up, an employee's weekly pay is calculated based on the hourly rate when they began their maternity/parental leave.

Should the employee fail to return to work and remain in the employ of the Employer for a period of three (3) months, the employee will reimburse the Employer for the maternity and/or parental leave allowance received under Article 16.03 above in full.

Absence Without Leave

- 16.04 (a) When an employee is absent from duty without leave, his/her salary for each day shall not be paid.
- (b) An employee absent from duty without leave for a period of one (1) week shall be held to have abandoned his/her position, except in circumstances described in Article 5.02.
- 16.05 If an employee is unable to report for work, the employee must notify the Employer as soon as practicable and also attempt to estimate and inform the Employer of the approximate duration of such absence.

ARTICLE 17 – OVERTIME

- 17.01 It is recognized by the Employer and the Union that overtime is required by the Employer to be worked to maintain operational requirements. At the same time, it is recognized that it may not be desirable on behalf of individual employees to work overtime in particular situations.

Therefore, the Employer and the Union established the following procedure to meet their objectives:

- (a) Under normal conditions where specific operational requirements of the service must be met, overtime shall

not exceed an average of eighty (80) hours per employee in each employee group per calendar year. The maximum of eighty (80) hours per calendar year must only be extended by mutual agreement except in the case of Electricians where this maximum is one hundred and sixty (160) hours.

- (b) Overtime other than 17.03 (a) (Advanced and Extended Overtime) shall be offered to employees on an equitable basis.
- (c) Employees shall have the right to refuse to work overtime other than 17.03 (a) (Advanced or Extended Overtime) only if another qualified employee will agree to work the overtime.
- (d) Notwithstanding any of the provisions in this Agreement, employees will be required to perform duties in cases of emergency where danger to life and property may occur.
- (e) The Employer will supply the Union, twice per year by the 31st of January and the 31st of July with a list of total overtime hours worked by classification, by department. Included in these hours will be overtime hours worked at home.
- (f) When employees take phone calls related to their work or make emergency dispatches outside of their regular hours they shall be paid one (1) hour per workplace incident, at the applicable overtime rates.

Call-Back Overtime

- 17.02
- (a) Call-back overtime is overtime not continuous with the employee's normal working day and employees on call-back overtime on normal working days shall be paid a minimum of four (4) hours at double time.
 - (b) Employees on call-back overtime on first and second days of rest or on Legal Holidays shall be paid a minimum of four (4) hours at double time. Work exceeding four (4) hours will be paid at double time for time actually worked.
 - (c) Employees on call-back overtime who are required to work four (4) hours or more will be provided the meal allowance and will be entitled to a one-half (½) hour meal break.

Advanced and Extended Overtime

- 17.03 (a) When work to be performed is one (1) hour or less, any shift may be extended with a minimum of one (1) hour pay at time and one-half.
- (b) When work to be performed is more than one (1) hour before or after the normal work day for the employees in question, such employees will be paid a minimum of three (3) hours pay at the rate of time and one-half. Any work performed in excess of four (4) hours before or after the normal work day shall be paid at double time. In all such cases the manager and the employee will discuss the extent of the work to be performed.
- (c) When work to be performed is more than one (1) hour after the normal work day, or one (1) hour in advance of the normal work day, the employee shall be reimbursed a meal allowance as follows:

March 1, 2012

\$21.72

2013 – 2016

As indicated in this clause

and the employee shall be entitled to take a one-half (1/2) hour meal break. The extension overtime rate shall be applicable for the full period.

Adjustments shall be effective on pay period one (1) of each year and be equal to 100% of the most recently published British Columbia "All Items" Consumer Price Index averaged over the previous twelve-month period.

- (d) When an employee is required to perform work prior to the start of the normal working day, the employee shall be paid at the rate of time and one-half.
- (e) Under no condition may an employee be called upon to work both advanced and extended overtime on one and the same day.
- (f) An employee shall work outside ordinary work hours when so required by the department management, subject to the terms of this Agreement.
- 17.04 An employee may choose to take time off in lieu of overtime pay. This time off will be calculated at the same rate as overtime pay. The employee may elect this option for a total of up to five (5) working days in a calendar year. Such time off may be taken at a time mutually agreed between the employee

and manager. The time must be taken by December 31st in the year in which it was earned or be received as overtime pay.

ARTICLE 18 – SHIFT WORK

- 18.01 No employee shall be required to commence a shift unless the employee has enjoyed a minimum of eight (8) hours off between shifts.
- 18.02 Any operation classified as "shift work" is continuous (meal hours excepted) for a period of not less than twelve (12) hours. When break coverage is not available, an employee shall be paid one additional hour of wages at straight time.
- 18.03 Shift differentials will be paid for all work classified as shift work on the following basis:

	<u>March 1, 2012</u>	<u>2013 - 2016</u>
Afternoon shift (1600 – 2359)	\$2.70	As indicated in this clause.
Night shift (2400 – 0759)	\$3.30	As indicated in this clause.

Adjustments shall be effective on pay period one (1) of each year and be equal to 100% of the most recently published British Columbia "All Items" Consumer Price Index averaged over the previous twelve-month period.

- 18.04 Notwithstanding the provisions of 18.02 above, the positions of Boatmaster, Harbour Patrol Officer and Operations Coordinator are to be considered as "shift work".
- 18.05 For shift work, Vacation, Sick, Personal Care and Special Leaves will be earned and taken per the Collective Agreement. All accrual rates and time taken will be converted to hours.
- 18.06 When change is being contemplated to existing shift schedules, Joint Consultation shall take place as per Article 24. Shift schedule changes must be mutually agreed upon.

ARTICLE 19 – HOURS OF WORK

- 19.01 The hours of work outlined herein apply to all employees, except those in positions requiring shift work per Article 18, who shall in no instance be entitled to fewer than two (2) consecutive days off per week.

19.02 Standard Work Week

The standard work week shall consist of five (5) consecutive days, Monday through Friday.

19.03 Standard Work Day

Except where shift work applies, the standard work day shall consist of seven and a half (7½) hours for the office group employees in positions within Levels 1 through 8; or eight (8) hours for the outside group and for the office group employees in positions within Levels 9 and above, with a minimum thirty (30) minute lunch period for all employees except as noted in 19.01.

19.04 Work Hours

(a) The Employer and the Union agree that office workers may schedule flexible hours of work. The majority of the normal working hours for each employee shall be within the corporate core hours of 8:00 am to 5:00 pm. Subject to operational and administrative requirements, which shall be governing factors for all work scheduling, approval may be granted to employees' requests for personal work schedules which include start or finish times outside those core hours.

It is understood that, due to a variety of factors such as the small number of staff within some departments, and the necessity of maintaining levels of customer service and departmental contacts during normal industry business hours, the degree of flexibility in working hours between different positions may not be uniform.

(b) Employees desiring to change personal work schedules must have the prior agreement of the Employer. Normally, employees will be expected to follow their personal work schedule for a minimum of twenty-five (25) working days or such other period as may be deemed appropriate for the department.

19.05 (a) No employee shall be required to work more than twelve (12) hours in any day, such day being the twenty-four (24) hour period between 0001 hours and 2400 hours.

(b) No employee shall be required to work two (2) consecutive shifts.

19.06 Notwithstanding the requirements of the above provisions, when requirements of the industry necessitate the movement of personnel from a regular starting time or in the work week, such moves may be made subject to reasonable notice and premium pay as follows:

All day work (including Saturdays and Sundays)	Straight time only
All afternoon work (1600 – 2359)	Premium of ½ in addition to straight time
All night work (2400 – 0759)	Premium of 1 in addition to straight time
All work on seventh (7th) day of work	Premium of 1 in addition to wages earned

and further, employees may be required to work more than five (5) consecutive days in any week provided that the average week amounts to five (5) days but in no instance shall there be fewer than two (2) consecutive days off.

All hours worked under this provision are to be considered as straight time hours.

ARTICLE 20 – TEMPORARY LAY-OFFS

- 20.01 Temporary lay-offs may result when work becomes unavailable due to extraordinary circumstances beyond the normal day-to-day operations. Employees are to be immediately recalled when work becomes available.
- 20.02 (a) Employees in departments where lay-offs in Article 20.01 are to occur will be laid off in inverse order of bargaining unit-wide seniority and recalled in order of bargaining unit-wide seniority. The retained and recalled employee(s) must be qualified to perform satisfactorily in the work available without training.
- (b) When a lay-off in Article 20.01 is to occur, employees in departments where a reduction in the work force is not required shall not be subject to bumping from employees in Article 20.02(a) provided that they are not terms or casuals.
- (c) In case of a temporary lay-off situation, the Employer will make every reasonable effort to place employees so affected into other positions.

- (d) The Employer will offer employment to employees affected by a temporary lay-off, prior to engaging any new employees for similar work, provided the affected employees have the particular training and qualifications necessary.

20.03 In the event of temporary lay-offs, the Employer shall give the employee(s) so affected and the Union a minimum of forty-eight (48) hours notice exclusive of Saturdays, Sundays or Legal Holidays.

ARTICLE 21 – SECURITY OF EMPLOYMENT

21.01 If a permanent reduction in the Employer's work force is required, any lay-off(s) shall be made in accordance with this Article, except:

- (a) Temporary lay-offs as specified in Article 20;
- (b) Lay-off of employees hired on a casual basis and employees hired for specific short term jobs or for a specific duration;
- (c) Probationary employee pursuant to Article 8.02.

21.02 When the Employer is contemplating changes in the work force where a permanent lay-off may result or jobs may become redundant, the Employer agrees to give the Union notice as follows:

- (a) three hundred and sixty-five (365) days notice for permanent employees hired before January 1, 1998 who have two (2) years or more service; or
- (b) ninety (90) days notice for permanent employees hired after December 31, 1997 who have less than two (2) years of service, plus one (1) additional month of notice for each additional year of service, up to a maximum of twelve (12) months of notice;

During the time as defined in (a) and (b) above, employees who have received such notice will have:

- i. An Early Leave option: up to sixty (60) days to decide whether to take an Early Leaving Option in lieu of notice at the end of the sixty (60) days. Employees who take the Early Leaving Option will be paid out the balance of their notice period, plus nine percent (9%) of this amount in lieu

of benefits, plus any Vacation Leave which would have been earned during the balance of the notice period and any Legal Holidays occurring during the balance of the notice period. An employee who has received notice and wishes to accept a job offer from another employer within the sixty (60) day period shall be entitled to the benefits of the Early Leaving Option, effective the date of their departure, provided they give the Employer a minimum of two (2) weeks notice;

- ii. A Bumping Option: up to ninety (90) days from receiving notice to communicate in writing to the Employer and the Union the position that they wish to bump. Such bump does not take effect until the end of the notice period and the subsequent notice to the employee to be bumped does not occur until conclusion of the preceding notice period.

Following notice being given to the Union, the Employer and the Union agree to consult in accordance with Article 24 on such change implications. Where a greater period of notice is required by Federal legislation, such greater period of notice shall be given. During the notice period(s), referred to above, the Employer and the Union will engage in meaningful discussions about retraining, bumping or alternate positions within the Authority, etc. Nothing in this Article precludes the ability to post into a position as reflected in Article 6.

- 21.03 Where permanent lay-offs occur, employees shall be laid off in inverse order of their bargaining unit-wide seniority within the department in which they hold a permanent appointment, provided always that the senior employee(s) has the necessary qualifications, and experience to perform the work available, and is prepared to perform such work.

Should a more senior employee wish to volunteer for a lay-off ahead of a less senior but qualified employee, the more senior employee may submit such a request in writing. Provided that request is acceptable to the Employer, if the more senior employee is selected for lay-off, the senior employee will be paid the severance pay that they would have received had they received the original lay-off notice.

- 21.04 (a) Where the employee to be laid off in 21.03 above has more bargaining unit-wide seniority than another employee in the bargaining unit, including employees in Article 21.01(b), and the employee has the necessary qualifications and

experience, subject to a trial/training period up to a maximum of ninety (90) working days to prove their competency to perform the other work and to fully qualify for the position, the employee subject to lay-off shall be offered such work.

Should an employee be absent for more than five (5) working days in total during the ninety (90) working day period, this period will be extended by the number of days absent exceeding five (5) working days.

- (b) If the employee subject to lay-off accepts such work, they shall be paid the rate for the job.
- (c) Where the employee fails to prove his/her competency and to fully qualify for the position, within the ninety (90) working days trial/training period, the employee shall be laid off and has no further right to bump another employee in the bargaining unit.

21.05 Where the employee in 21.04 above does not accept the offer of the other work, as outlined above, the employee shall be laid off. Employees who are bumped in accordance with Article 21.04 may in turn exercise their seniority rights pursuant to the provisions of this Article.

21.06 An employee may be permitted to bump up to a higher classification in the bargaining unit, provided they have the necessary qualifications and have previously performed the work in question for a period of not less than six (6) consecutive months within the Authority and they have the greater seniority.

21.07 In the event of lay-off, employees shall not be displaced/replaced by the transfer of managers and other non-bargaining unit personnel into the bargaining unit.

21.08 Where an employee has been laid off pursuant to the provisions of Article 21, the laid off employee shall be placed on a recall list for a period of twelve (12) consecutive and continuous months from the date of lay-off.

21.09 When work becomes available, employees shall be recalled in order of their bargaining unit-wide seniority, provided the laid off employees have the necessary qualifications, skills and ability (without training) to perform the work in question.

21.10 Where an employee has not been recalled during the twelve (12) month recall period, the employee shall be deemed to

- have terminated his/her services upon the expiry of the recall period.
- 21.11 Laid off employees shall be responsible for keeping the Employer informed of their current addresses and telephone numbers.
- 21.12 The Employer shall recall the laid off employee by registered letter directed to the latest mailing address provided by the employee.
- 21.13 Unless there are extenuating circumstances acceptable to the Employer, a laid off employee who fails to report for work within five (5) working days of receipt of the above registered recall notice shall be deemed to have terminated his/her employment with the Employer.
- 21.14 The Employer will meet with Employees who are leaving the organization to discuss the status and end dates relating to their benefits so that Employees can plan for their transition to alternate coverage(s).

ARTICLE 22 – TECHNICAL AND TECHNOLOGICAL CHANGE

- 22.01 For greater certainty, the Employer and the Union hereto agree that they shall be governed by the definition of technological change in the Canada Labour Code.
- 22.02 The Employer and the Union hereto agree to bargain collectively on the terms and conditions respecting any technological change that is contemplated during the term of this Agreement.
- 22.03 Whenever the Employer proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Union at least one hundred and twenty (120) days prior to the date on which the technological change is to be effected.
- 22.04 The notice referred to in Article 22.03 shall be in writing and shall state:
- (a) The nature of the technological change;
 - (b) The date on which the Employer proposes to effect the technological change;

- (c) The approximate number and classification of employees likely to be affected by the technological change;
 - (d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and
 - (e) Such other information as may be required pursuant to the provisions of the Canada Labour Code.
- 22.05 Once the Employer has given the Union the notice described in Article 22.04, the Employer shall, on the request of the Union, provide the Union with a statement in writing setting out:
- (a) A detailed description of the nature of the proposed technological change;
 - (b) The names of those employees who will initially be likely to be affected by the proposed technological change; and
 - (c) The rationale for the change.
- 22.06 During the notice period described in Article 22.03, the Employer and the Union undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising out of the technological change.
- 22.07 Where technological change will result in any lay-off(s), employees will be laid off in order of inverse seniority, all as described in Article 21.03.

ARTICLE 23 – SEVERANCE PAY PROVISIONS

Lay-off

- 23.01 (a) An employee who has six (6) months or more but less than one (1) year of continuous employment and who is laid off is entitled to be paid two weeks' severance pay at the time of lay-off.
- (b) In the case of an employee with one (1) or more years of service who is laid off, the amount of severance pay shall be two (2) weeks' pay for each completed year of the first five (5) years and one (1) week's pay for each succeeding complete year of continuous employment OR for employees with ten (10) or more years of continuous employment three (3) weeks' pay for the first year and one and one-half (1½) weeks' pay for each succeeding

complete year of continuous employment, less any period in respect of which the employee was granted severance pay including paid out resignation/retirement allowance in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed forty-five (45) weeks' pay. The Employer agrees that severance pay will be paid in the case of any lay-off which lasts more than two (2) weeks.

- (c) In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment less any period in respect of which the employee was granted severance pay, retiring leave, a cash gratuity or paid out resignation/retirement allowance in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-seven (27) weeks' pay.
- (d) A casual employee's cumulative hours of work will be calculated. Should this time exceed an equivalent of six (6) months service, severance as per 23.01 (a) and (b) shall apply to this cumulative time.

Resignation

23.02 This Article applies only to those permanent employees hired prior to March 1, 1999 and covered by the Collective Agreement between the Vancouver Port Authority and the I.L.W.U. Local 517 at that time, and who did not elect to be paid out this benefit entitlement.

Subject to Clause 23.03 an employee who has ten (10) or more years of continuous employment prior to March 1, 1999 is entitled to be paid on resignation severance pay equal to the amount obtained by multiplying one-half ($\frac{1}{2}$) of his/her current weekly rate of pay on resignation by the number of completed years of continuous employment to a maximum of twenty-six (26) less any period in respect of which the employee was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

Retirement

23.03 This Article applies only to those permanent employees hired prior to March 1, 1999 and covered by the Collective Agreement between the Vancouver Port Authority and the

I.L.W.U. Local 517 at that time, and who did not elect to be paid out this benefit entitlement.

On termination of employment, an employee who is entitled to an immediate annuity shall be paid severance pay equal to the product obtained by multiplying his/her current weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment prior to March 1, 1999 to a maximum of twenty-eight (28), less any period in respect of which the employee was granted severance pay.

- 23.04 This article applies to all permanent employees. Upon retirement, all employees shall be paid accumulated Sick Leave credits at the employee's daily rate of pay at the time of retirement up to a maximum of sixty (60) days of such accumulated Sick Leave credits. For the purpose of this clause, "retirement" is defined as a minimum of age fifty-five (55) with a minimum of thirty (30) years of service; or age sixty (60) or older with a minimum of two (2) years of service.

Benefits to Estate

- 23.05 (a) If an employee dies, there shall be paid to his/her estate an amount determined in accordance with Article 23.03 regardless of any other benefit payable.
- (b) It is understood that in determining the total amount payable to an employee's estate, the total shall include payment for the whole month in which the employee died.
- 23.06 Upon the death of an employee, the employee's estate or named beneficiary shall be paid the employee's accumulated Sick Leave credits at the employee's daily rate of pay in effect at that time, up to a maximum of sixty (60) days of such accumulated Sick Leave credits.

ARTICLE 24 – JOINT CONSULTATION

- 24.01 There shall be established a Joint Committee composed of equal representation from the Union and the Employer.
- 24.02 The Joint Committee shall deal with matters involving:
- (a) The implementation and interpretation of the present Collective Agreement.
- (b) The retraining and relocation of employees in the event of their positions becoming redundant.

- (c) The relocation of employees.
 - (d) Any other matters of concern to either party.
- 24.03 The Joint Committee will meet as follows:
- (a) On the third Thursday of each month. The scheduled meetings are subject to change by mutual agreement.
 - (b) On the request of either the Employer or the Union within ten (10) calendar days.
- 24.04 In instances where a planned event has the potential to cause a significant, wide-ranging disruption to normal working conditions, the Employer will invite the Union President or the President's delegate to be engaged throughout the event planning process.
- 24.05 In the event of additions to the Collective Agreement, such as Letters of Understanding, the Union and Employer will ensure that all employees are notified.
- 24.06 Nothing in this Article shall prevent informal discussions between the Union and the Employer.

ARTICLE 25 – EXTRA DUTY PAY

- 25.01 When an employee is required to work at levels in excess of twenty-five (25) feet on a temporary work structure, the employee shall be paid six percent (6%) of the base rate in addition to his/her normal classification.
- 25.02 When an employee is placed in charge of one (1) or more employees on a project, the employee shall be paid at a rate of three and one-half percent (3.5%) per hour above the base rate. Such projects must not be under the direct supervision of a foreman or sub-foreman. This clause is not intended to apply to the Tradesman/Helper relationship.
- 25.03 Employees, when required to use paint spray or sand blasting equipment, shall be paid a premium of six percent (6%) of their base rate for all hours spent operating such equipment, excluding the Painter.

ARTICLE 26 – TOOL REPLACEMENT

- 26.01 Effective January 1, 2012, the Employer agrees to reimburse up to the following amounts for the purchase of CSA approved safety shoes, or CSA Approved safety boots:

- (a) Safety Shoes: \$100 per year or \$200 per two (2) years for employees in the Outside Group, and \$100 per three (3) years or \$200 per six (6) years for other employees.
- (b) Safety Boots: \$120 per year or \$240 per two (2) years for employees in the Outside Group, and \$120 per three (3) years or \$240 per six (6) years for other employees.

An employee shall be eligible for this reimbursement if such shoes or boots are required to be used at work.

In exceptional cases, based on proof of need, an employee may be reimbursed more frequently, at the discretion of the department management.

- 26.02 The Employer agrees to provide coveralls and smocks, which will be available to employees involved in unusually dirty working conditions.
- 26.03 The Employer shall replace at its expense all basic and specified tools when worn out or lost.
- 26.04 The Employer agrees to provide and to maintain in serviceable condition adequate sets of rain gear and safety toed rubber boots, so that an adequate set is available on a daily loan basis to any employee in the Outside Group who requires such clothing for the performance of duties. It is the responsibility of the employee to return such borrowed clothing in serviceable condition at the end of his/her shift.

ARTICLE 27 – EMPLOYEE AND MANAGER CONSULTATION

Travel

- 27.01 Prior to going on travel status, employee(s) and their manager must participate in a pre-trip meeting to discuss pay and expenses for management approval.

Mutual Feedback Meetings

- 27.02 The Employer and the Union agree that each employee shall meet at least once in each calendar year with their Manager or Director to provide each other with constructive feedback with respect to work and the workplace environment.

These meetings will be scheduled to take place during a pre-arranged time period each year that has been established with consideration to departmental operational requirements. It is

recommended that each party to a meeting prepare and submit to the other a list of discussion items in advance of the meeting.

The parties to these meetings may each bring one other staff member, if they so wish. Employees who participated in cross-functional teams may receive feedback and are encouraged to comment on their cross-functional teamwork experience.

ARTICLE 28 – JOB EVALUATION PROCEDURES

28.01 The classification of positions covered by this Collective Agreement shall be determined by the method described in the Stevenson Kellogg Ernst & Whinney Job Evaluation Manual (the “Job Evaluation Manual”). The Job Evaluation Manual shall only be altered with the mutual consent of the Employer and the Union.

In the event that during the life of this Agreement a new system is selected and an implementation plan is mutually agreed to, per LOU 14, the new system will replace the Stevenson Kellogg Ernst & Whinney Job Evaluation Manual.

28.02 As of January 1, 2012, evaluated positions are to be grouped in the following levels:

<u>LEVEL</u>	<u>POINT RANGE</u>
1	Up to 109
2	110 – 129
3	130 – 149
4	150 – 169
5	170 – 189
6	190 – 209
7	210 – 229
8	230 – 249
9	250 – 269
10	270 – 289
11	290 – 309

28.03 The Employer shall prepare and maintain written Job Descriptions of each bargaining unit position. The Union shall be provided with copies of Job Descriptions for all existing positions, along with any new and revised Job Descriptions.

28.04 Employee job appeal process shall be in accordance with Article 29.

- 28.05 Before any new position is established, or when significant changes are made to existing positions, the Employer will immediately notify the Union, and the Union may request that joint consultation take place as per Article 24. Following this consultation the position may be referred for preliminary evaluation.
- 28.06 Before any new position in the bargaining unit is bulletined, a preliminary evaluation when required, shall be discussed at a meeting between one (1) Job Evaluation Committee member from each of the parties Employer and the Union appointed for this purpose. The Employer will consider the recommendations of the appointed representatives before deciding the preliminary evaluation. The preliminary evaluation shall be confirmed or amended at the next meeting of the Job Evaluation Committee.
- 28.07 The Job Evaluation Committee will be comprised of three (3) Employer representatives and three (3) Union representatives.
- 28.08 The Job Evaluation Committee will hold a Job Evaluation meeting twice each year at regularly scheduled dates in May and October, and/or at an otherwise mutually acceptable time to the Employer and the Union. Additionally, the Employer and the Union committees may meet separately prior to such scheduled Job Evaluation meetings.
- 28.09 Any new position ("New Position"), appealed position ("Appealed Position"), significantly changed position ("Significant Change") or any position not reviewed in five (5) years as per Article 28.16 ("Five Year Review") position shall be evaluated at the next regularly scheduled meeting of the Job Evaluation Committee, or at an otherwise mutually acceptable time to the Employer and the Union.
- Information (including, but not limited to, Job Description and Job Fact Sheet) for the Job Evaluation Meeting must be provided by the Employer to the Job Evaluation Committee at least ten (10) working days prior to the next regular meeting.
- 28.10 Within ten (10) working days of the Job Evaluation Committee having completed the review, the affected employee shall be notified in writing by the Employer of the decision of the Committee. This notification will also include any employee whose evaluation was put on hold. Such notification period may be extended by mutual agreement between the Employer and the Union.

28.11 Where a change in rate of pay for a position arises from a review in 28.09, the following shall occur:

- (i) In the case of a New Position:
 - (a) New Higher Job Classification:
 - (i) The effective date of the new pay rate will be the date of the Job Description or the incumbent's hire date, whichever is later; and,
 - (ii) a retroactive payment to the effective date will be made to the incumbent, if applicable.
 - (b) New Lower Job Classification:
 - (i) The effective date of the new pay rate will be the date of the last day of the Job Evaluation Meeting in which the position was reviewed; and,
 - (ii) the incumbent will be "red-circled" on the effective date and compensated in accordance with Article 30.10.
- (ii) In the case of a Significant Change (Forwarded by the Employer)
 - (a) New Higher Job Classification:
 - (i) The effective date of the new pay rate will be the date of the revised Job Description or the incumbent's start date in the position, whichever is later; and,
 - (ii) a retroactive payment to the effective date will be made to the incumbent, if applicable.
 - (b) New Lower Job Classification:
 - (i) The effective date of the new pay rate will be the date of the last day of the Job Evaluation Meeting in which the position was reviewed; and,
 - (ii) the incumbent will be "red-circled" on the effective date and compensated in accordance with Article 30.10.
- (iii) In the case of a Five Year Review:
 - (a) New Higher Job Classification
 - (i) Updated Job Description initiated at notice of the Five Year Review:
 - (1) The effective date of the new pay rate will be the date of the Job Description or the incumbent's start date in the position, whichever is later; and,

(2) a retroactive payment to the effective date will be made to the incumbent, if applicable.

(ii) No changes to the Job Description at notice of the Five Year Review:

(1) The effective date of the new pay rate will be the date of the last day of the Job Evaluation Meeting in which the position was reviewed; and,

(2) a retroactive payment to the effective date will be made to the incumbent, if applicable.

(b) New Lower Job Classification:

(i) The effective date of the new pay rate will be the date of the last day of the Job Evaluation Meeting in which the position was reviewed; and,

(ii) the incumbent will be “red-circled” on the effective date and compensated in accordance with Article 30.10.

28.12 Failing satisfactory mutual resolution of a Pre-Rate, New, Significant Change or Five Year Review of a position, either the Union or the Employer may notify the other party in writing within thirty (30) calendar days and the matter will be referred to the Grievance Procedure, per Article 10.

28.13 Should the matter advance to Arbitration, a single arbitrator will be selected in rotation order from:

(i) Dalton Larson

(ii) John Kinzie

In the event that none of the above arbitrators is available to process the grievance within the stipulated thirty (30) day period, the Federal Mediation and Conciliation Service will be asked to appoint an arbitrator.

28.14 The arbitrator shall consider the merits of the position evaluation appeal only in relation to the factors of the Job Evaluation Manual and to other positions in the bargaining unit.

28.15 The decision of the arbitrator shall be final and binding on both parties the Employer and the Union. Fees and expenses incurred by the arbitrator shall be borne equally by the Union and the Employer.

28.16 Effective January 1, 1999, any position which has not been reviewed in five (5) years will be brought forward to the Job

Evaluation Committee for review unless it is waived by mutual agreement by the Employer, the Union and the majority of the employees in the position.

ARTICLE 29 – JOB EVALUATION APPEALS

- 29.01 (a) Any individual employee or group of employees shall have the right to appeal their job evaluation. When a job is occupied by more than one (1) employee, the majority of the employees in the job must agree in writing to appeal the job.
- (b) An employee shall be employed for a minimum of twelve (12) months before they can appeal their job.
- 29.02 Each employee shall be entitled to receive a copy of their current Job Description.
- 29.03 (a) Employees may submit an appeal following any Job Evaluation Session. The Employer shall send a “Last Call” notice to all bargaining unit employees during the last five (5) working days of February and July. Employees shall have until the first ten (10) working days of March and August to submit an appeal letter (the “Appeal Notification Deadline” date). These dates may be amended subject to mutual agreement of the Employer and the Union.
- (b) Any appeal shall be submitted to the Employer in writing, addressed to the Director, Human Resources, with a copy to the President of I.L.W.U. Local 517. Such a request shall outline the reasons in support of the appeal.
- 29.04 Employees shall have fifteen (15) working days after the Appeal Notification Deadline to submit a completed and approved Job Fact Sheet to the Employer. If documentation as indicated in this article is not submitted within the fifteen (15) working days, the appeal shall be cancelled.
- 29.05 Any employee, having proceeded in accordance with Article 29.03, shall be entitled to appear before the Job Evaluation Committee to present their appeal.
- Employees who are appealing their jobs are required to bring a bargaining unit employee who is familiar with their job to attend their Job Evaluation.
- 29.06 Within ten (10) working days of the Job Evaluation Committee having completed the review, the employee(s) who made the

appeal(s) shall be notified in writing by the Employer of the decision of the Committee. Such notification period may be extended by mutual agreement between the Employer and the Union.

- 29.07 Job evaluations may be appealed only once in a twelve (12) month period.
- 29.08 Where a wage adjustment is required resulting from a Job Evaluation Appeal, the following shall occur:
- (a) In the case of a New Higher Job Classification:
 - (i) The effective date of the new pay rate will be the date the Employer receives the appeal letter; and
 - (ii) a retroactive payment to the effective date will be made to the incumbent, if applicable.
 - (b) In the case of a New Lower Job Classification:
 - (i) The effective date of the new pay rate will be the date of the last day of the Job Evaluation Meeting in which the position was reviewed; and,
 - (ii) the incumbent will be “red-circled” on the effective date and compensated in accordance with Article 30.10.
- 29.09 Failing satisfactory resolution of any employee appeal, the Union shall notify the Employer in writing, within thirty (30) calendar days of a decision having been rendered in accordance with Article 29.06, that the appeal shall be referred to arbitration in accordance with Article 28.

ARTICLE 30 – PAYMENTS AND SALARIES

- 30.01 Rates of pay attributable to employees are to be based upon the level of the classification to which employees are appointed and in accordance with Article 30.06.
- 30.02 Wage adjustments resulting from Job Evaluation Procedures (Article 28) or Job Evaluation Appeals (Article 29) shall be in accordance with Articles 28.11 and 29.08, respectively.
- 30.03 Paydays will be every second Friday.
- 30.04 Payment for overtime, rate adjustments and meals earned during a given pay period will be paid at the same time as the regular pay earned during that pay period.

- 30.05 (a) The schedule of salaries for each salary level is set out in Appendix "A" attached herewith.
- (b) The schedule of Corporate Performance Awards is set out in Appendix "B" attached herewith.
- (c) The schedule of classifications by level is set out in Appendix "C" attached herewith.
- (d) Payment in lieu of benefits for casual employees who have completed the equivalency of six (6) months employment is set out in Article 3.12 (b).

30.06 Employees will receive the Step 1 rate of pay until completion of six (6) months full-time employment or equivalent hours worked at which time they will receive the Step 2 rate. Where applicable, upon the completion of an employee's first year of employment or equivalent hours, they shall be paid the Step 3 rate of pay; upon completion of their second year of employment or equivalent hours they shall be paid the Step 4 rate of pay; and upon the completion of their third year of employment or equivalent hours they shall be paid the Step 5 rate of pay.

Employees who change from one classification to another will retain their years of employment for the purpose of payment of wages in the new classification.

- 30.07 With respect to the salaries and wages attached hereto, it is agreed that an employee who has resigned for ill health reasons, or is laid off after the expiry of this Collective Agreement and before agreement has been reached on a successor Collective Agreement shall be entitled retroactively to any increase provided herein.
- 30.08 The Employer will provide all employees with a statement of earnings every two (2) weeks showing: employee name, net pay, total earnings, deductions, year-to-date gross pay, Sick Leave credits and once annually a pension statement.
- 30.09 In the event a former employee is re-hired, on a permanent basis, it is understood that they shall commence employment at the rate of pay applicable to their classification and years of service when they last severed employment provided the employee has worked in such classification within the previous two (2) years.

Red-Circling

- 30.10 (a) When the classification of a position is lowered as a result of job evaluation or for other than disciplinary reasons, unsatisfactory performance, or at own request, the incumbent will be deemed to be "red-circled". When an employee is "red-circled", the employee's salary will be maintained at the previous salary level until the salary of the newly classified position is raised to a level above the employee's salary.
- (b) Red circling shall apply only to a permanent employee who is an incumbent who has worked in a regularly established job for not less than six (6) weeks. Notwithstanding the above, red circling shall not apply to an employee working under Article 3.12, or to an employee on any relieving job which lasts for less than one (1) year or to any posted job which is designated to last for less than one (1) year.
- (c) The following wage increases shall apply to red-circled employees:

2012 Calculation of Rate of Pay Effective Pay Period 1 of 2012

$(67\% \text{ of } 2.5\%) \times \text{Rate of Pay} = \text{New Rate of Pay Increase}$

$\text{Pay Period 26 of 2011 Rate of Pay} + \text{New Rate of Pay Increase} = \text{New Rate of Pay (Pay Period 1 of 2012)}$

Calculation of Cash Payments Effective Pay Period 1 of 2012

$(\text{Rate of Pay} \times 1.025) - \text{New Rate of Pay} = \text{Bi-weekly cash payment based on thirty-seven and one-half (37½) hour or forty (40) hour week as applicable.}$

2013 Calculation of Rate of Pay Effective Pay Period 1 of 2013

$(67\% \text{ of } 2.5\%) \times \text{Rate of Pay} = \text{New Rate of Pay Increase}$

$\text{Pay Period 26 of 2012 Rate of Pay} + \text{New Rate of Pay Increase} = \text{New Rate of Pay (Pay Period 1 of 2013)}$

Calculation of Cash Payments Effective Pay Period 1 of 2013

(Rate of Pay x 1.025) – New Rate of Pay = Bi-weekly cash payment based on thirty-seven and one-half (37½) hour or forty (40) hour week as applicable.

2014 Calculation of Rate of Pay Effective Pay Period 1 of 2014

(67% of 2.5%) x Rate of Pay = New Rate of Pay Increase

Pay Period 26 of 2013 Rate of Pay + New Rate of Pay Increase = New Rate of Pay (Pay Period 1 of 2014)

Calculation of Cash Payments Effective Pay Period 1 of 2014

(Rate of Pay x 1.025) – New Rate of Pay = Bi-weekly cash payment based on thirty-seven and one-half (37½) hour or forty (40) hour week as applicable.

2015 Calculation of Rate of Pay Effective Pay Period 1 of 2015

(67% of 2.5%) x Rate of Pay = New Rate of Pay Increase

Pay Period 26 of 2014 Rate of Pay + New Rate of Pay Increase = New Rate of Pay (Pay Period 1 of 2015)

Calculation of Cash Payments Effective Pay Period 1 of 2015

(Rate of Pay x 1.025) – New Rate of Pay = Bi-weekly cash payment based on thirty-seven and one-half (37½) hour or forty (40) hour week as applicable.

2016 Calculation of Rate of Pay Effective Pay Period 1 of 2016

(67% of 2.5%) x Rate of Pay = New Rate of Pay Increase

Pay Period 26 of 2014 Rate of Pay + New Rate of Pay Increase = New Rate of Pay (Pay Period 1 of 2016)

Calculation of Cash Payments Effective Pay Period 1 of 2016

(Rate of Pay x 1.025) – New Rate of Pay = Bi-weekly cash payment based on thirty-seven and one-half (37½) hour or forty (40) hour week as applicable.

ARTICLE 31 – DURATION

31.01 The Agreement shall become effective on January 1, 2012, and shall expire on December 31, 2016, and carry on from year-to-year thereafter until a new agreement is negotiated and in place.

ARTICLE 32 – AGREEMENT AMENDMENT AND NOTICE TO RENEW

32.01 This Agreement may be amended by mutual consent.

32.02 Notice to renew this Collective Agreement will be pursuant to the Canada Labour Code, and the parties agree to meet within fifteen (15) days after receipt of that notice for the purpose of negotiations.

HOURLY WAGE SCHEDULE

TABLE A

For all Level 1 – 5 employees hired before January 1, 2004 and all Level 6 – 11 employees. Subject to LOU #18:

*2.5% increase effective Pay Period 1 of 2012						
LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	COMMENTS
1	24.68	25.35	26.04	26.72	27.40	
2	26.59	27.35	28.09	28.80	29.54	
3	28.52	29.32	30.10	30.89	31.68	
4	30.49	31.31	32.16	33.01	33.85	
5	32.37	33.29	34.16	35.04	35.95	
6	34.30	35.24	36.22	37.17	38.11	
7	36.27	37.26	38.26	39.25	40.23	
8	38.16	39.22	40.24	41.32	42.37	
9	40.10	41.19	42.30	43.42	44.54	40 hour week
10	41.96	43.14	44.32	45.48	46.66	40 hour week
11	44.09	45.23	46.41	47.59	48.74	40 hour week

*2.5% increase effective Pay Period 1 of 2013						
LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	COMMENTS
1	25.30	25.98	26.69	27.39	28.09	
2	27.25	28.03	28.79	29.52	30.28	
3	29.23	30.05	30.85	31.66	32.47	
4	31.25	32.09	32.96	33.84	34.70	
5	33.18	34.12	35.01	35.92	36.85	
6	35.16	36.12	37.13	38.10	39.06	
7	37.18	38.19	39.22	40.23	41.24	
8	39.11	40.20	41.25	42.35	43.43	
9	41.10	42.22	43.36	44.51	45.65	40 hour week
10	43.01	44.22	45.43	46.62	47.83	40 hour week
11	45.19	46.36	47.57	48.78	49.96	40 hour week

*All Items Consumer Price Index for Canada (CPI) protected.

*2.5% increase effective Pay Period 1 of 2014						
LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	COMMENTS
1	25.93	26.63	27.36	28.07	28.79	
2	27.93	28.73	29.51	30.26	31.04	
3	29.96	30.80	31.62	32.45	33.28	
4	32.03	32.89	33.78	34.69	35.57	
5	34.01	34.97	35.89	36.82	37.77	
6	36.04	37.02	38.06	39.05	40.04	
7	38.11	39.14	40.20	41.24	42.27	
8	40.09	41.21	42.28	43.41	44.52	
9	42.13	43.28	44.44	45.62	46.79	40 hour week
10	44.09	45.33	46.57	47.79	49.03	40 hour week
11	46.32	47.52	48.76	50.00	51.21	40 hour week

*2.5% increase effective Pay Period 1 of 2015						
LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	COMMENTS
1	26.58	27.30	28.04	28.77	29.51	
2	28.63	29.45	30.25	31.02	31.82	
3	30.71	31.57	32.41	33.26	34.11	
4	32.83	33.71	34.62	35.56	36.46	
5	34.86	35.84	36.79	37.74	38.71	
6	36.94	37.95	39.01	40.03	41.04	
7	39.06	40.12	41.21	42.27	43.33	
8	41.09	42.24	43.34	44.50	45.63	
9	43.18	44.36	45.55	46.76	47.96	40 hour week
10	45.19	46.46	47.73	48.98	50.26	40 hour week
11	47.48	48.71	49.98	51.25	52.49	40 hour week

*All Items Consumer Price Index for Canada (CPI) protected.

*2.5% increase effective Pay Period 1 of 2016						
LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	COMMENTS
1	27.24	27.98	28.74	29.49	30.25	
2	29.35	30.19	31.01	31.80	32.62	
3	31.48	32.36	33.22	34.09	34.96	
4	33.65	34.55	35.49	36.45	37.37	
5	35.73	36.74	37.71	38.68	39.68	
6	37.86	38.90	39.99	41.03	42.07	
7	40.04	41.12	42.24	43.33	44.41	
8	42.12	43.30	44.42	45.61	46.77	
9	44.26	45.47	46.69	47.93	49.16	40 hour week
10	46.32	47.62	48.92	50.20	51.52	40 hour week
11	48.67	49.93	51.23	52.53	53.80	40 hour week

*All Items Consumer Price Index for Canada (CPI) protected.

HOURLY WAGE SCHEDULE

TABLE B

For all Level 1 – 5 employees hired on or after January 1, 2004.
Subject to LOU #18:

*2.5% increase effective Pay Period 1 of 2012		
LEVEL	STEP 1	STEP 2
1	24.68	25.35
2	26.59	27.35
3	28.52	29.32
4	30.49	31.31
5	32.37	33.29

*2.5% increase effective Pay Period 1 of 2013		
LEVEL	STEP 1	STEP 2
1	25.30	25.98
2	27.25	28.03
3	29.23	30.05
4	31.25	32.09
5	33.18	34.12

*2.5% increase effective Pay Period 1 of 2014		
LEVEL	STEP 1	STEP 2
1	25.93	26.63
2	27.93	28.73
3	29.96	30.80
4	32.03	32.89
5	34.01	34.97

*All Items Consumer Price Index for Canada (CPI) protected.

*2.5% increase effective Pay Period 1 of 2015		
LEVEL	STEP 1	STEP 2
1	26.58	27.30
2	28.63	29.45
3	30.71	31.57
4	32.83	33.71
5	34.86	35.84

*2.5% increase effective Pay Period 1 of 2016		
LEVEL	STEP 1	STEP 2
1	27.24	27.98
2	29.35	30.19
3	31.48	32.36
4	33.65	34.55
5	35.73	36.74

*All Items Consumer Price Index for Canada (CPI) protected.

**VANCOUVER FRASER PORT AUTHORITY
I.L.W.U. LOCAL 517
CORPORATE PERFORMANCE AWARD**

Annually January 1, 2012 – December 31, 2014

Subject to a minimum net corporate income of \$12,000,000 all permanent employees shall receive a Corporate Performance Award based on the same factor(s) of corporate performance in the preceding year used for the Management Incentive Compensation Plan, payable in the first quarter of each year.

In the event the Board of Directors decides to change the factor(s) of corporate performance, the basis for the Corporate Performance Award shown in the following table shall be modified to remain consistent with the corporate performance factor(s) selected by the Board of Directors for the Management Incentive Compensation Plan.

Corporate Score	Not Met 1 – 1.5	Partially Met 1.6 – 2.5	Met 2.6 – 3.5	Exceeded 3.6 – 4.5	Significantly Exceeded 4.6 – 5
% of base salary earned	0%	0.313%	0.626%	0.939%	1.25%

APPENDIX C

LEVEL	CLASSIFICATIONS BY LEVEL AS AT OCTOBER 2011	NOTES
	Student	4
1	Records Scanning Clerk (Term)	1
2	Data Entry Clerk	1
	Data Entry Clerk – Real Estate	1
	Traffic Attendant II (Seasonal)	2
3	Accounting & Administration Clerk (Term)	1
	*Administrative Assistant – Container Capacity Improvement Program (Term)	1
	Office Assistant	1
	Operations Clerk (Term)	1
	*Records and Administration Clerk (Term)	1
	Statistics Assistant	1
4	Accounting Assistant I	1
	Administrative Assistant – Chief Financial Officer Division	1
	Administrative Assistant – Chief Operating Officer Division	1
	Administrative Assistant – Planning & Development Division	1
	Administrative Assistant – Real Estate Division	1
	Statistics Production Coordinator	1
5	Accounting Assistant II	1
	Community Relations Coordinator	1
	GIS/CAD Technician I (Term)	1
	Land Operations Assistant	1
	Marketing Communications Assistant	1
	Market Research Assistant (Term)	1
	Operations Services Coordinator	1
	Project Management Assistant	1
	Property Assistant	1
	Property Assistant - Documentation	1
	Procurement Assistant	1
	Reporting Coordinator	1
	Systems Support Analyst	1

LEVEL	CLASSIFICATIONS BY LEVEL AS AT OCTOBER 2011	NOTES
6	Community & Aboriginal Affairs Coordinator	1
	*Container Capacity Improvement Coordinator (Term)	1
	Corporate Facilities Coordinator	1
	Dredging Technician	1
	GIS/CAD Technician II	1
	Harbour Patrol Officer I (Casual)	2,3
	Maintenance Assistant	2
	Marketing Communications Coordinator	1
	Property Coordinator (Term)	1
	Property & Tax Coordinator (Term)	1
	Records Management Coordinator	1
	*Service Desk Coordinator	1
Supply Chain Coordinator	1	
7	Accounting Coordinator	1
	Asset Management Coordinator	1
	Asset Management Inspector (Term)	1
	Business Analyst	1
	Corporate Communications Specialist	1
	Customer Relations Representative	1
	Engineering Technician	1
	Financial Analyst	1
	GIS Specialist	1
	Harbour Patrol Officer	2,3
	Marine Asset Services Coordinator	2,3
	Painter	2
	Payroll Coordinator	1
	Trade Development Coordinator	1
Welder	2	
8	*Application Analyst	1
	Boatmaster	2,3
	Carpenter	2
	Dredging Specialist	1
	Electrician I	2
	Environmental Coordinator, Projects	1
	Intermediate Accountant	1
	Maintenance Coordinator	2
	Network and Security Analyst	1
	Operations Coordinator	2
	Operations Specialist, Land	2
	Operations Specialist, Marine	2
Operations Specialist, Rail	2	

LEVEL	CLASSIFICATIONS BY LEVEL AS AT OCTOBER 2011	NOTES
8	Payroll & Accounting ERP Specialist	1
cont'd	Planner	1
	Plumber	2
	Property Administrator	1
	Project Administrator I	1
	Senior Engineering Survey Technician	1
	System Analyst – Development (Term)	1
	Transportation Planner I	1
9	Communications Advisor, Aboriginal Affairs (Term)	5
	Communications Advisor – Community & Aboriginal Engagement	5
	Communications Advisor – Project Development	5
	Electrician II	2
	Senior Financial Analyst	5
	Government Affairs & Media Advisor	5
	Marine Operations Coordinator	5
	Procurement Administrator	5
	Project Administrator II	5
	Security Specialist	5
	Senior Account Representative	5,6
	Senior Network Analyst	5
	Senior Planner	5
	Supervisor, Spatial Data	5
	Transportation Planner II	5
10	Environmental Specialist – Air Emissions	5
	Environmental Specialist – Environmental Management Systems	5
	Environmental Specialist – Geo-Environmental	5
	Environ. Specialist – Program Assessment & Development (Term)	5
	Environmental Specialist – Project Delivery (Term)	5
	Environmental Specialist - Project Development	5
	Environmental Specialist - Site Assessment	5
	Project Administrator III	5
	Maintenance Foreman	2
	Project Management Specialist	5
	*Senior Advisor, Project Communications (Term)	5
	Senior Application Analyst	5
	Senior Business Systems Analyst	5

LEVEL	CLASSIFICATIONS BY LEVEL AS AT OCTOBER 2011	NOTES
10	Senior Development Planner	5
cont'd	Senior Network Analyst, Security	5
	Senior Property Administrator	5
	Senior Property & Tax Administrator	5
	Senior Systems Analyst – ERP	5
	Senior Systems Analyst – Development	5
	Supervisor, Accounting	5
	Supervisor, Business Analysis & Decision Support	5
11	Supervisor and Senior Property Administrator	5

NOTES:

- * = New position to be evaluated in the future
- 1 = Office group subject to 37.5 hours per week and 7.5 hours per day
- 2 = Outside group subject to 40.0 hours per week and 8.0 hours per day
- 3 = These classifications will be supplied with uniforms and the Employer will pay for the dry cleaning of those uniform articles that are “dry clean only”
- 4 = Student (See Letter of Understanding #1)
- 5 = Office group subject to 40.0 hour week
- 6 = Position is compensated at one position level above the level determined by the Job Evaluation committee
- 7 = Appendix C will be updated as required after each Job Evaluation Session

LETTER OF UNDERSTANDING #1
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C.)

RE: STUDENTS – Terms and Conditions of Employment

Definition: A “Student” position is defined as one that is temporary in nature and is filled by a person who is enrolled in a full-time educational program.

Notwithstanding the provisions of the Collective Agreement, the following terms and conditions constitute all of the economic benefits of employment applicable to students:

1. **Employment Status**

Students, if hired, will be hired on a casual basis.

2. **Hourly Rate of Pay**

Student shall be paid the hourly rate(s) below:

<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2015</u>
\$19.85	\$20.00	\$20.15	\$20.30	\$20.45

A student who is assigned lead hand responsibilities by Management will receive an additional 6% of their base hourly rate.

3. **Hours of Work**

Variable; days and evenings; averaging from ten (10) to forty (40) hours per week, including weekends

4. **Overtime**

Work performed by office group students in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week and work performed by outside group students in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the hourly rate of pay.

Overtime work must be authorized in advance by the Employer.

5. **Vacation Leave**

Students shall receive six percent (6%) of gross earnings at termination in lieu of Vacation Leave entitlements.

6. **Legal Holidays**

(a) Where a student has not worked fifteen (15) days in the thirty (30) calendar day period preceding the Legal Holiday, the student will be entitled to be paid one-twentieth (1/20th) of wages earned in the previous thirty (30) calendar days, for the Legal Holiday;

(b) Where the student worked on the Legal Holiday, the student shall be paid two (2) times the hourly rate for all hours worked, in addition to any Legal Holiday pay mentioned above.

7. **Union Dues**

Students will be required to pay Union dues in accordance with the terms of the Collective Agreement.

8. **Uniforms**

Students will be supplied with uniforms where applicable.

9. **Safety Shoes and Boots**

If the Students are required to wear safety shoes and/or boots as part of their job, the Students shall be reimbursed pursuant to Article 26.

Effective: January 1, 1998

Renewed: January 1, 2001

Revised and Renewed: January 1, 2004

Revised and Renewed: January 1, 2009

Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #2
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C.)

RE: Training

The Employer agrees that formal career training opportunities will be made available to employees within the Organization. Equally, employees undergoing career training opportunities have an obligation to the Employer to relieve when required and to obtain the necessary qualifications for the position within the specified training period.

The Employer and the Union agree during the life of the Collective Agreement to develop their views on training, on-the-job training and, where possible and practicable, develop internal career training paths for present employees.

The Employer and the Union recognize the ongoing successes attained with the on-the-job and career path training opportunities that have been created in the workplace to date and agree to continue to foster these opportunities, where possible and practical. However, both Employer and the Union agree, where there is a requirement for internal career training or on-the-job training paths, there will be a training plan developed. Such a plan will encourage and accommodate mutual positive and constructive developmental feedback.

Renewed: January 14, 1995

Renewed: January 1, 1998

Renewed: January 1, 2001

Revised and Renewed: January 1, 2004

Revised and Renewed: January 1, 2009

Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #3
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C.)

Re: Procedures for Creating or Changing Positions

The Employer and the Union agree that the following procedures shall be followed when the Employer:

- (a) creates a new position;
 - (b) changes the title of any position which is presently outside the bargaining unit.
1. Joint consultation shall take place in accordance with Article 24 of the Collective Agreement. The Employer agrees to make full and complete disclosure of the circumstances surrounding the proposed changes and, in the case of (a) above, to provide the Union with new job descriptions for each of the positions directly affected.
 2. The provisions of Article 6.01(a) shall continue to govern except where the Employer proposes to exclude the position from the bargaining unit, in which case paragraphs 3 or 4 below shall apply.
 3. In the event that the Employer and the Union agree that a position should be excluded from the bargaining unit, a joint application shall be made to the Canada Industrial Relations Board (C.I.R.B.) to vary the certificate to reflect the change. The Employer may fill the position at its discretion.
 4. Alternatively, in the event that a dispute arises concerning whether a position should be in or out of the bargaining unit, and the dispute is not resolved within ten (10) working days of the commencement of Article 24 discussions, the Employer agrees to apply to the C.I.R.B. without delay for a determination of the issue. It is agreed that the Employer

shall be entitled to fill the position at its discretion on an interim basis pending final determination of the status of the positions in issue. Should the C.I.R.B. decide that the position is not excluded from the bargaining unit then Article 6 shall apply and the position bulletined.

Effective: June 25, 1982
Revised: March 1, 1989
Renewed: January 14, 1995
Renewed: January 1, 1998
Renewed: January 1, 2001
Renewed: January 1, 2004
Revised and Renewed: January 1, 2009
Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #4
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C.)

Re: Shift Schedules

It is agreed that, as per Article 13.08, the Employer will post shift schedules for each calendar year at least six (6) weeks prior to January 1st of each year.

If the Employer wishes to make major permanent changes to the hours of shift commencement, and/or the present shift schedule, then joint consultation shall take place as per Article 24. The purpose of joint consultation is to ensure that when scheduling shifts and/or hours, a fair and equitable shift system will be afforded to both the Employer and the Union.

It is also recognized that shift schedules may be subject to change due to illness, Vacation Leave, etc. Under these circumstances the present system of a supplementary schedule for relief personnel posted monthly will continue.

Effective: May 9, 1991
Renewed: January 1, 1998
Renewed: January 1, 2001
Renewed: January 1, 2004
Revised and Renewed: January 1, 2009
Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #5
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C.)

Re: Contracting Out – Maintenance & Information Services

The Employer and the Union agree to facilitate the need to confer, as contemplated in Article 3.08, by management providing to the Union information on contracting out in the Maintenance Department and Information Services Department, at the time when tenders or quotations are requested.

Management will advise the Union so as to permit a reasonable time for its consideration. It is expected that the Union will acknowledge within two (2) working days following the notification.

Renewed: January 1, 1998
Renewed: January 1, 2001
Renewed: January 1, 2004
Revised and Renewed: January 1, 2009
Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #6
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C.)

Re: Boat Crews

The shift schedule is a blend of 12 hour shifts and regular shifts to accommodate the required coverage.

It is recognized by the Employer and the Union that, in order to implement the shift schedule, it is necessary to modify the existing Collective Agreement to calculate Vacation Leave, Sick Leave, Special Leave, and other benefits provided in the Collective Agreement based on hours worked.

It is agreed between the Employer and the Union that should this Letter of Understanding be found to violate any existing or future legislation with respect to any restrictions, Legal Holidays, hours of work, or any matters touched upon by the Letter of Understanding without being limited by the foregoing, then the Employer and the Union will meet to discuss and agree upon amendments to this Letter of Understanding which comply with the legislative requirements. It is further understood that if it is impossible to continue the shift schedule within the existing or future legislative requirements, then the Employer and the Union will revert to the existing Collective Agreement and this Letter of Understanding shall terminate.

ARTICLE 12 – LEGAL HOLIDAYS

Payment on a Legal Holiday will be as per Article 12.04 of the Collective Agreement.

For the purposes of determining when a paid lieu day would be earned, it is agreed that a half lieu day is earned when a portion of an employee's shift falls on the Legal Holiday and the balance on another day, and when this directly precedes or follows a regular day off.

12.05 New employees must work one hundred and twenty (120) hours within the thirty (30) days immediately prior to a Legal Holiday to qualify for pay for that day.

- 12.06 Employees relieving at a higher classification at the time of a Legal Holiday will be paid that day at the higher rate provided one of the following apply:
- (a) the shift before and the shift following the Legal Holiday are worked; or
 - (b) a minimum of four (4) shifts immediately prior to the Legal Holiday are worked.

ARTICLE 13 - VACATION LEAVE

Paragraphs 13.01 (a) and 13.01 (b) will not be applicable to those employees assigned to the shift schedule. In lieu thereof, the following provision will apply:

- (a) An employee shall earn Vacation Leave credits at the following rate for each calendar month during which the employee receives pay for at least 80 hours:

<u>Continuous Years of Service</u>	<u>Accrual Rate/Month</u>
For each year of continuous service up to and including the completion of the 6th year of service.	10 hours/month (120 hours/year)
From completion of the 6th year of continuous service to the completion of the 15th year of service.	13 ¹ / ₃ hours/month (160 hours/year)
From completion of the 15th year of continuous service to the completion of the 25th year of service.	16 ² / ₃ hours/month (200 hours/year)
From completion of the 25th year of continuous service and in each subsequent year.	20 hours/month (240 hours/year)

- (b) Boat Crew employees, upon completion of their 20th year of continuous service, will be entitled to a one-time bonus of forty (40) hours of Vacation Leave that may be taken at any time up to the completion of their 25th year of continuous service. If these bonus days are not taken by the completion of their 25th year of continuous service, such days will be paid out.
- (c) For the purpose of calculating Vacation Leave for term employees who subsequently become permanent employees the date of original hire will apply, provided the employee had continuous service. There will not be a break of service in order to intentionally circumvent this clause.

ARTICLE 14 – SICK LEAVE

14.01 This paragraph shall be suspended and the following paragraph shall be applicable for those assigned to the shift schedule.

"Regarding Employer notification, see Article 16.05.

A permanent employee shall earn Sick Leave credits at the rate of ten (10) hours for each calendar month in which the employee received pay for at least eighty (80) hours. Sick Leave shall be cumulative from year to year.

14.03 A statement signed by permanent employees stating that because of illness or injury they were unable to perform their duties shall be submitted by the employees for periods of not more than forty (40) consecutive hours at any one time to a maximum of fifty-six (56) hours within a calendar year.

14.06 Where a permanent employee with at least two (2) years continuous Employer service is absent for a minimum of twenty-four (24) consecutive working hours due to illness and who has exhausted, or during that period would exhaust, his/her Sick Leave credits, approval shall be granted for an advance against future Sick Leave to be earned in the amount not exceeding one hundred and twenty (120) hours. Such amounts advanced will be deducted from future Sick Leave credits earned and no further Sick Leave with pay shall be granted until the total amount of the advanced Sick Leave is recovered. Upon termination of employment, any Sick Leave not so repaid shall be recovered from the employee's termination pay."

ARTICLE 15 – PERSONAL CARE DAYS AND SPECIAL LEAVE

15.01 This paragraph shall be suspended and the following paragraph shall be applicable for those assigned to the shift schedule.

"Personal Care Days are offered to assist employees in accommodating personal responsibilities and to support their work-life balance. A permanent or eligible term employee shall accumulate thirty two (32) Personal Care hours at a rate of eight (8) hours per quarter for each quarter in which the

employee received pay for at least eighty (80) hours. Personal Care hours are not cumulative from year to year and will not be paid out.”

- 15.02 This paragraph shall be suspended and the following paragraph shall be applicable for those assigned to the shift schedule.

"A permanent employee shall earn Special Leave credits up to a maximum of two hundred (200) hours at the following rates:

- (a) Four (4) hours for each calendar month in which the employee received pay for at least eighty (80) hours; or
- (b) Two (2) hours for each calendar month in which the employee received pay for less than eighty (80) hours.

As credits are used, they may continue to be earned up to the maximum."

- 15.03 This paragraph shall be suspended and the following paragraph shall be applicable for those assigned to the shift schedule.

“All permanent and term employees shall be granted leave to attend medical and dental appointments up to a maximum of sixteen (16) hours per year, with each occurrence being a minimum of 30 minutes and increasing in 30 minute increments thereafter, without deduction of leave credits. Such leave shall be granted when it is impossible for the employee to make such arrangements outside his/her normally scheduled hours of work.”

- 15.04 This paragraph shall be suspended and the following paragraph shall be applicable for those assigned to the shift schedule.

"Special Leave with pay shall be granted to permanent employees under the following conditions:

- (a) Serious illness in the immediate family, i.e. father, mother, sister, brother, wife, husband, child of the employee, mother-in-law, father-in-law or any other relation who is a member of the employee's household. A medical certificate or other statement signed by a qualified medical practitioner stating that the employee's presence was required may be required [maximum twenty-four (24) hours (local); maximum forty (40) hours (when travel to destination requires better part of business day)].

- (b) Death in the immediate family, i.e. father, mother, sister, brother, wife, husband, child of the employee, mother-in-law, father-in-law or any other relation who is a member of the employee's household [maximum twenty-four (24) hours (local); maximum forty (40) hours (when travel to destination requires better part of business day)].
- (c) Marriage of employee after completion of one (1) year of continuous permanent full time employment [maximum forty (40) hours].
- (d) New fathers upon the birth of their child [maximum (16) hours].
- (e) At the discretion of the Employer when circumstances not directly attributable to the employee prevent his/her reporting for duty. However, the Employer exercising such discretion shall not prevent the requested leave, with the form of leave being determined at Joint Committee, if need be. An employee taking this leave must inform the Employer and the Union in writing."

15.05 This paragraph shall be suspended and the following paragraph shall be applicable for those assigned to the shift schedule.

"Where a permanent employee has insufficient or no credits to cover the granting of Special Leave, leave up to a maximum of forty (40) hours may, at the discretion of the Employer, be granted, subject to the deduction of such advanced leave from any Special Leave credits subsequently earned."

ARTICLE – ACCUMULATED TIME OFF (applied to boat crew schedule which ended July 2010)

Full-time permanent Boat Crew employees covered by the shift schedule shall be scheduled to work a minimum of 2,080 hours per year. Any scheduled hours exceeding 2,080 hours shall be banked at a rate of time and one-half as Accumulated Time Off (A.T.O.), and shall be used in the same manner as Vacation Leave (see Article 13).

For employees on the shift schedule for periods less than a calendar year it is understood the A.T.O. days will be apportioned accordingly (ie. 12 hours off for every 14 - twelve hour shifts worked).

It is agreed that averaging of A.T.O. hours will be used to assure that each crew working a full year will bank the same number of A.T.O. hours in a calendar year.

In addition, while it is recognized that employees will endeavour to use all accumulated time off in the calendar year, any unused accumulated time off credits will be paid out by January 31st of the following year.

Effective: January 1, 1998
Renewed: January 1, 2001
Revised and Renewed: January 1, 2004
Revised and Renewed: January 1, 2009
Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #7
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C.)

Re: Use of information relating to staff

The Employer is entrusted with and obtains information relating to employees. This includes information required to process employee payroll, employee benefits and to carry out the operations of the Employer. Some information is obtained inadvertently such as that obtained through the application of technologies, for example, security surveillance cameras and the use of Port Pass cards. The Employer and the Union agree that the collection of information described above is a common and necessary workplace practice. Notwithstanding this, the Employer and the Union agree to act in a manner consistent with the principles outlined below:

1. The Employer will at all times act in conformity with the Privacy Act.
2. As defined by the Privacy Act, the Employer may use legitimately obtained information for the operational purposes intended when it was obtained.
3. As defined by the Privacy Act, the Employer will inform new employees of the nature of personal information and other information relating to their activities accessible to it and/or that it may track over time. The Employer will also remind existing staff of its access to this sort of information from time to time as appropriate but at least biannually.
4. Information that strongly suggests criminal activity or activity detrimental to the Employer's interests may be acted upon at the Employer's discretion.
5. The Employer will advise the Union President or Union President's designate that information gathering activities targeting a specific individual(s) will take place.
6. Notwithstanding Section 14 of the Privacy Act, which requires compliance within 30 days, the Employer will act

as expeditiously as is reasonable to comply with requests for access to personal information.

7. Nothing in this letter shall be construed as setting aside or invalidating any provisions of the Collective Agreement.

The Employer and the Union agree to work together to raise awareness on the subject of privacy and to promote a culture that is respectful of employee privacy and that balances an employee's privacy with the Employer's legitimate need to maintain a safe, efficient and productive workplace.

Effective: November 1, 2006
Revised and Renewed: January 1, 2009
Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #8
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C.)

Re: Employee initiated reduced work week

The Union and the Employer wish to support employees in managing their professional and personal responsibilities, and so will consider requests from permanent employees to reduce their work weeks to not less than 60% of the normal full time hours for that position. Where such requests meet operational requirements and are supported by the Union, the Union and the Employer agree that such requests will be handled in the following manner:

Process for making the request

A permanent employee wishing to work a reduced work week will notify the Union and the Employer in writing of their request and of their proposed schedule at least six months in advance of the desired start date of the reduced work week.

Reverting to full time status

A request for an employee to revert to full time (or increased but still less than full time for an extended period) status can be initiated by the employee, the Employer or the Union. The notice period required will be either a minimum of 6 months or a period set by mutual agreement. The employee's work week will change to the hours negotiated for the proposed change upon expiry of the notice period. If a position with an incumbent who is working a reduced work week becomes vacant, it will immediately revert to a full time position.

Benefits entitlement

BC Medical Services Plan, Extended Health, Dental, Corporate Performance award, Defined Contribution Plan, Defined Benefit Plan, Basic Life Insurance and LTD will continue as per the Collective Agreement.

Vacation, Sick, Special and Personal Care Leaves will continue as per the Collective Agreement, except that the accrual rate shall be

multiplied by the employee's reduced hours per pay period and divided by the normal full time hours per pay period for that position (75 or 80).

Legal Holidays will be compensated as set out in the Canada Labour Code. Fitness reimbursement will be prorated.

From time to time in order to maintain operational requirements, the employee may be required to work time beyond that negotiated. Additional time worked up to the normal full time hours per week for that position will be at the normal hourly rate for that position plus 9% in lieu of benefits. Time worked beyond the normal full time weekly hours for that position will be at overtime rates as set out in the Collective Agreement. This provision to accommodate the occasional need for work in addition to the negotiated hours in any week is not intended to be used to circumvent the requirement for notice as set out elsewhere in this Letter of Understanding.

Effective: November 1, 2006

Revised and Renewed: January 1, 2009

Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #9
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C.)

Re: Stand-By

The term “Stand-By” in this Letter of Understanding means participation in twenty-four (24) hours per day, seven (7) days per week, on-call service to respond to emergency operational situations.

The Employer and the Union agree that designated bargaining unit positions shall participate in Stand-By rotation.

While on Stand-By, such employees (“Duty Officers”) will provide direction and/or support, as appropriate or required, which arise outside of the regular working hours as defined under Article 19.04. A cell phone and/or pager, portable computer and any other appropriate equipment or tools will be made available to employees while on Stand-By.

Stand-By hours shall encompass 24-hour coverage on regular working days, weekends and Legal Holidays. The Employer will identify safety and training requirements where appropriate. Recognizing that some stand-by response may result in safety concerns, that Stand-By officer will exercise discretion as appropriate.

While appointed on Stand-By, an employee shall be paid a Stand-By Daily Rate of:

<u>Year</u>	<u>Stand-By Daily Rate</u>
Pay Period One (1), 2012	\$60.99

NOTE: Adjustments shall be effective on pay period one (1) of each year and be equal to 100% of the most recently published British Columbia “All Items” Consumer Price Index averaged over the previous twelve-month period.

When an employee who is on Stand-By receives a phone call, and/or when advanced, extended or call-back overtime is required, such work will be paid in accordance with all terms and conditions of the Collective Agreement. Where there is disagreement, normal Joint Union

Management dispute resolution procedures shall apply and/or recourse to the grievance procedure.

When, in the opinion of an employee on Stand-By, that Stand-By results in loss of sleep or other effects sufficient to adversely affect that employee's ability to carry out his/her regular job functions, the employee may use reasonable discretion to delay reporting to the workplace by up to 4 hours without penalty or loss of pay. The employee is responsible for reporting such a delay by leaving either a voicemail or e-mail for their manager's receipt on or before the employee's regular start time.

Any change to the roster including bargaining unit representation on Stand-by rosters will be subject to joint consultation between the Union and the Employer. The Employer will provide three (3) months notice prior to making any changes. Bargaining unit employees who are party to this agreement may elect to discontinue their participation on the Stand-By roster upon three (3) months written notice.

Effective: May 1, 2007

Updated: November 26, 2007

Revised and Renewed: January 1, 2009

Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #10
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., Local 517 (C.L.C)

RE: Mediated Seniority Resolve

BACKGROUND

On January 1, 2008, Fraser River Port Authority (FRPA), North Fraser Port Authority (NFPA) and Vancouver Port Authority (VPA) amalgamated to become the Vancouver Fraser Port Authority (The Employer). Employees of the FRPA and NFPA were non-unionized and VPA employees were represented by the International Longshore Warehouse Union Local 517 (The Union).

The purpose of this LOU is to mitigate the impacts on employee service time and seniority as a result of amalgamating unionized and non-unionized workforces. Positions occupied by non-exempt FRPA and NFPA employees will fall under the jurisdiction of 517. Employees occupying these positions will subsequently become members of the Union.

The Union and the Employer agree there will be the following two applications of seniority in the workplace:

1. Benefit Seniority
Benefit Seniority is applied to determine eligibility for the benefits covered under the Collective Agreement.
2. Competitive Seniority
Competitive Seniority is applied to determine appointment to vacancies (if qualified), notice of layoff, bumping and approval of leave requests.

APPLICATION OF BENEFIT SENIORITY

The Union and the Employer agree that permanent FRPA and NFPA employees entering the Union jurisdiction shall receive full credit for their years of continuous service in the application of Benefits Seniority.

In keeping with the terms of the existing Collective Agreement, continuous service dates shall be used to calculate the following:

- Vacation Leave accruals (per Article 13)
- Sick Leave banks will be credited with accruals based on 11 days per year of service (based on an average of 4 days taken per year of service of a possible 15 days). (per Article 14)
- Special Leave (per Article 15.02)
- Maternity and Parental Leaves (per Article 16.03)
- Placement in pay steps (per Appendix A)
- Eligibility for group benefits, with the exception of Article 23.02 (Resignation Severance), Article 23.03 (Retirement Annuity) and Article 23.05 (a) (Benefits to the estate).

In determining Benefit Seniority for term employees, the original date of continuous service is used to calculate eligibility for Vacation Leave credits, pay steps and Sick Leave credits.

APPLICATION OF COMPETITIVE SENIORITY

Notwithstanding Article 8.01, after an extensive review of seniority issues the Union and the Employer agree FRPA and NFPA employees joining the bargaining unit will be assigned a January 1, 2008 competitive seniority date.

In acknowledgment of the fact FRPA and NFPA employees joined the VFPA and brought additional work and positions on January 1, 2008 to the bargaining unit, the parties agree to place a “fence” around the FRPA positions and another “fence” around the NFPA positions.

NOTICE OF LAYOFF

The purpose of a “fence” is to protect employees inside that “fence” from being bumped by employees outside of that “fence”, in the event of a layoff.

In the event of layoff notice to a position that is within a “fence”, employees within that “fence” have priority in taking the notice. However, an employee outside that “fence” may take the notice if it goes unclaimed.

In the event of a layoff within their “fence” an employee can exercise a bump within their “fence” and retain their “fence”. An employee who bumps outside their “fence” will lose the protection of their “fence”.

In the event of a layoff that results in multiple bumps within a “fence” only the final bump i.e. the most junior person bumped will lose the protection of the “fence”.

POSTINGS

If an employee posts into a permanent position outside of a “fence” they move outside the protection of that “fence”, however if under Article 6.03 they return to their previous positions within ninety (90) working days, their fence will be reinstated.

If a “fenced” employee posts into a term position, their term position is not fenced, however their permanent position retains its “fence” should they return.

In the event of a posting where two applicants in “fenced” positions are qualified and there are no qualified candidates with more competitive seniority, notwithstanding Article 6.02, appointment to the vacancy will be made on the basis of service date.

VACATION LEAVE

Notwithstanding Article 13.04, in the event of Vacation Leave conflicts across “fences” there will be joint consultation between the individuals, the Department Head, a Union representative and a Human Resources representative to reach a suitable solution.

PROBATION

Notwithstanding Article 8.01 Employees from FRPA and NFPA joining the VFPA with permanent service exceeding six (6) months will not be subject to probationary periods.

In all instances other than the exceptions noted in the LOU, the terms and conditions of the Collective Agreement apply to all unionized employees.

Effective: January 1, 2008

Ratified: February 14, 2008

Revised and Renewed: January 1, 2009

Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #11
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U. LOCAL 517 (C.L.C)

Re: Banked Overtime

Those employees who are ineligible for the Accumulated Time Off and Earned Time Off programs shall be eligible to bank up to eighty (80) hours of overtime, which may be utilized per Article 17.04.

Effective: January 1, 2009
Revised and Renewed: January 1, 2012

LETTER OF UNDERSTANDING #12
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C)

Re: Alternate Work Arrangements

The Union and the Employer acknowledge that there have been successes with alternate work arrangements in the workplace and agree to continue to explore alternate work arrangements through Joint Consultation (Article 24). Any such initiatives shall not be detrimental to the Employer or the Union.

Effective: January 1, 2012

LETTER OF UNDERSTANDING #13

between

VANCOUVER FRASER PORT AUTHORITY

and

I.L.W.U., LOCAL 517 (C.L.C.)

RE: VFPA Group Benefits at Age 65

The eligibility requirements for some VFPA Group Benefit Plans (Article 7) may change at age 65. Upon reaching age 65, employees have the option to continue to participate in those VFPA Group Benefits for which they are eligible or, in lieu of these benefits, receive an additional nine percent (9%) of their base wage rate payable each pay period.

Effective: January 1, 2012

LETTER OF UNDERSTANDING #14
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C)

RE: JOB EVALUATION

The Union and the Employer agree that during the life of this Agreement, the parties shall work jointly per Article 24 towards a mutually agreed to recommendation for a new Job Evaluation system. Selection of a system by the Employer shall be made between the existing Job Evaluation system and the mutually agreed to recommendation. Should the selection result in a new system, the Employer and the Union will work together to develop a mutually agreed upon implementation plan. The new system will replace the existing system per Article 28.01.

Effective: January 1, 2012

LETTER OF UNDERSTANDING #15
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C)

Re: OPERATIONS CENTRE – UNIFORM DRESS CODE

In the event of uniform dress code implementation in the Operations Centre, the Employer and the Union agree to move forward subject to the following guidelines:

- Should positions in the Operations Centre be changed to require uniforms, all incumbent employees will have the option to follow either the Operations Centre Dress Code or the VFPA Dress Code.
- Any considered change will be subject to Joint Consultation per Article 24 between the Union and the Employer. Appendix C will be updated if required.

Effective: January 1, 2012.

LETTER OF UNDERSTANDING #16
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C)

RE: CONTRACTORS AND/OR CONSULTANTS

The Employer and the Union agree that:

- a) The Employer shall provide to the Union a comprehensive list of all contractors and consultants whose primary workplace is amongst employees whose services are governed by this agreement and on whose behalf the Union has the right to bargain for as per Article 1.01, semi-annually not later than January 31st and July 31st of each year following. Such lists shall show names, titles, hiring department, start dates, contract expiration dates, and any other pertinent information.
- b) The Union and the Employer will meet within one month following the delivery of the semi-annual list to review concerns and explore mutual benefits.

Nothing herein precluded the Union's ability to grieve or dispute positions, or the Employer's ability to manage and direct the workforce.

Effective: January 1, 2012

LETTER OF UNDERSTANDING #17
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C)

Re: INDIVIDUAL INCENTIVE BONUS PROGRAM

The Union and the Employer agree to work jointly to implement an Individual Incentive Bonus Program, which is based on a) Corporate Performance, b) Individual Incentive Plan results, and c) the Incentive Bonus Program Table.

a) Corporate Performance

Corporate performance shall be based on the Board-approved Corporate Balanced Scorecard, or another mechanism that the Board approves. In the event the Board of Directors decides to change the factor(s) of corporate performance, the basis for the Corporate Performance Award shall be modified to remain consistent with the corporate performance factor(s) selected by the Board of Directors for the Management Incentive Compensation Plan.

b) Individual Incentive Plan

The structure of the Individual Incentive Plan, which includes the below-noted elements, must be mutually agreed upon by the Employer and the Union. Subsequent changes to the structure of the Individual Incentive Plan may only be made by mutual agreement.

The Individual Incentive Plan shall be structured in accordance with the following:

- i. 40% of the individual incentive plan will be based on VFPA Values, with equal weighting on each Value unless otherwise mutually agreed upon as noted above;
- ii. 60% of an individual incentive plan will be based on Key Results;

- iii. Not less than three (3) and not more than five (5) Key Results will be developed for each employee, annually unless otherwise mutually agreed upon as noted above; and
- iv. An Individual Incentive Plan may include the employee's development plan.

c) **INCENTIVE BONUS PROGRAM TABLE**

Incentive bonuses will be calculated using the following Table, with the following target bonuses, where the Corporate Balanced Scorecard Results meet the Individual Evaluation Results (see table):

2014 – a target bonus of two percent (2%)

2015 – a target bonus of two percent (2%)

2016 – a target bonus of two and one half percent (2.5%)

Individual Evaluation Results	Corporate Balanced Scorecard Results				
	1-1.5 Not met	1.6-2.5 Partially met	2.6-3.5 Met	3.6-4.5 Exceeded	4.6-5.0 Significantly Exceeded
1.0-1.5 (not met)	0%	0%	0%	0%	0%
1.6-2.5 (Partially Met)	0%	50%	60%	70%	80%
2.6-3.5 (Met)	0%	70%	100% TARGET	110%	120%
3.6-4.5 (Exceeded)	0%	90%	120%	130%	140%
4.6-5.0 (Significantly Exceeded)	0%	110%	130%	140%	150%

Terms of Reference

The Union and the Employer agree to work through Joint Consultation (Article 24) to develop and mutually agree upon terms of reference for the Individual Incentive Bonus Program, including

but not limited to, program implementation, oversight, transparency and dispute resolution. Additionally, the following will be included in the Terms of Reference:

- a) Individual evaluation results shall not be used for any purpose other than to determine bonus payouts and to help identify potential development opportunities.
- b) Individual Incentive Bonuses will be paid during the first quarter following the Individual Incentive Bonus Year, with the first payment being in 2015.

Any subsequent changes to the Terms of Reference must be mutually agreed upon.

Timeline for Implementation

- a) During 2012, the Union and the Employer agree to establish the Terms of Reference as noted above. Additionally, employees will develop and then work jointly with their direct manager towards approval for their 2013 Individual Incentive Plans no later than the specified due date. The 2012 Corporate Performance Award as described in Appendix B will be applicable, to be paid in the first quarter of 2013.
- b) During 2013, with oversight to the process through Joint Consultation (Article 24) employees will work to deliver their 2013 Individual Incentive Plans, develop and then work jointly with their direct manager towards approval for their 2014 Individual Incentive Plans. The 2013 Corporate Performance Award as described in Appendix B will be applicable, to be paid in the first quarter of 2014. The Individual Incentive Bonus Program will be reviewed in accordance with the Table above but not paid.
- c) For the years 2014, 2015 and 2016 with oversight to the process through Joint Consultation (Article 24), full implementation of the Individual Incentive Bonus Program will take place. The Corporate Performance Award as described in Appendix B will cease. Employees will work to deliver their Individual Incentive Plans for these years and will be paid in accordance with the Table above.

Effective: January 1, 2012

LETTER OF UNDERSTANDING #18
between
VANCOUVER FRASER PORT AUTHORITY
and
I.L.W.U., LOCAL 517 (C.L.C)

RE: PAY LEVELS 1 – 5

Background

Through negotiations for the Collective Agreement commencing January 1, 2004, the hourly wage schedule Table B was introduced and applies to all employees in positions levels 1 through 5 hired on or after January 1, 2004. During these negotiations, the 40-hour work schedule was introduced for office positions in Levels 9 through 11.

Following extensive discussions during negotiations for the Collective Agreement commencing January 1, 2012, the Employer and the Union agree to the following:

Table A & B Ratio

As of February 2, 2012, when the ratio concept was first tabled by the Union, there are 50 (x+y) employees in levels 1-5. Twenty-two (x) were hired before January 1, 2004 and are grandfathered on the 5-step system (Table A). Twenty-eight (y) were hired on or after January 1, 2004 and are on 2-step system (Table B). For the sake of simplicity and for the purpose of this LOU, there is a 22/28 split (44%/56%). Existing on-the-job training opportunities have been excluded from determining this ratio.

Concept Explanation:

For the duration of this Collective Agreement, the 44%/56% ratio between Table A and Table B levels 1-5 employees will be maintained. If a 5-step employee leaves the organization or posts into a position of Level 6 or higher, their 5-step status will not automatically be lost. Depending on the circumstances, the most senior 2-step status level 1-5 employee remaining in the organization may inherit the departing employee's 5-step status. Additionally, if the overall number of employees in levels 1 through 5 decreases or increases, so will the number of employees on the 5-step and 2-step systems proportionately decrease or increase over time, thus maintaining the 44%/56% ratio. Once paid on the hourly wage schedule set out in

Table A, an employee may revert back to being paid the hourly wage schedule set out in Table B when Table A was temporarily attained through:

- a term posting in a position in Level 6 or higher;
- posting into a position in Level 6 or higher and subsequently reverting back to their former position in Level 1 through 5 as per Article 6.03;
- posting and being subsequently bumped when an employee reverted back to their former position as per Article 6.03.

Notwithstanding the above, should other unforeseen instances arise that would result in an employee reverting from Table A to Table B, the Union and Employer shall confer per Article 24.

Example Total number of employees in levels 1-5 decreases:

If the total number of employees in levels 1 through 5 decreases over time, depending on the circumstances, there may be a disproportionate number of 5 step employees for a period of time. To correct the imbalance over time, the employer would simply continue to hire 2-step employees in levels 1 through 5 and at the same time departing 5-step employees would not pass down their 5-step status until the ratio of 44%/56% is once again achieved.

Wage Adjustment Effective Dates

Where an adjustment is required to rebalance the 44%/56% ratio, the effective date will be specific to the event that triggered the need for rebalancing in a manner consistent with but not limited to the following examples:

1. An employee paid on table A (5-steps) posts into a position level 6 or above – rebalancing shall be effective the date the employee paid on table A (5-steps) begins their new role.
2. Significant Change to a position resulting in a change to a level 6 or above – rebalancing shall be effective the last day of the job evaluation session that resulted in the change.
3. Leave of Absence (greater than eight weeks) – effective the first day on the leave of absence and ending on the last day of the leave of absence.
4. On-the-Job Training Opportunities – effective upon successful completion of on-the-job training requirements.

Employees who change from one hourly wage schedule to another will retain their years of employment for the purpose of payment of wages in the new hourly wage schedule.

If the implementation of a new job evaluation system resolves the Tables A and B matter, this Letter of Understanding will expire on the effective date of implementation of a new job evaluation system. Alternatively, if the implementation of the new job evaluation system does not resolve the Tables A and B matter, this Letter of Understanding will be continuous until such a time that a new Collective Agreement is in place.

Effective: February 2, 2012

Effective: January 1, 2012

Dated at Vancouver, B.C. this 10 day of July, 2012.

For
VANCOUVER FRASER
PORT AUTHORITY

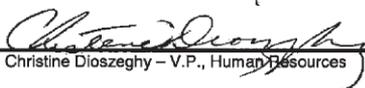


Robin Silvester - President & C.E.O.

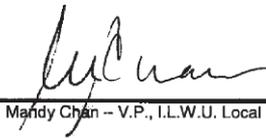
For
INTERNATIONAL LONGSHORE AND
WAREHOUSE UNION, Local 517 (C.L.C.)



Michael Gorman - President, I.L.W.U. Local 517



Christine Dioszeghy - V.P., Human Resources



Mandy Chan - V.P., I.L.W.U. Local 517

