

Black Book

Updated 2023

INDEX - BLACK BOOK

Document # Document Name

- 1 Black Book
- 2 Industry Apprenticeship Agreement
*Replacing Expunged (2010 Negotiations) –
Apprenticeship Agreement – Local 502*
- 3 *Expunged (2010 Negotiations) – Apprenticeship
Agreement – Local 503*
- 4 *Expunged (2010 Negotiations) - Apprenticeship
Agreement – Local 505*
- 5 *Expunged (2010 Negotiations) - Apprenticeship
Agreement – Local 508*
- 6 Arrow Stevedoring Inc.
- 7 Bereavement Leave
- 8 Bulk Grain Loading Procedures
- 9 Bulk Liquid Operations - Dow Chemical
Lynnterm
- 10 Bulk Liquid Operations - Pacific Coast Terminals
- 11 *Expunged (2007 Negotiations) – Bulk Operations
– Fairview Terminals*
- 12 Casual Employees Below the “A” Board
- 13 *Expunged (2010 Negotiations) – Checker – Ex
Local 506 Dispatch to New Westminster*
- 14 *Expunged*
- 15 Coal Loading Operation ex Scow - Deepwater
Bay
- 16 Coastwise Cruise Vessel Operations - B.C. Port
Areas

- 17 Coastwise Cruise Vessel Operations - Handling of Ship's Stores
- 18 Coastwise Cruise Vessel Operations - Passenger Vessel(s) cum Motor Vehicle Ferry(ies), Vancouver - Alaska
- 19 *Expunged (2010 Negotiations) - Collective Agreement Extension to December 31, 1992*
- 20 Daylight Saving - Time Changes
- 21 Discipline - BCMEA or WEBC Premises
- 22 Dock Work - Import Automobiles
- 23 Dock Work - Stuart Channel Wharves Div. (Assembly Dock)
- 24 Employee Assistance Program
- 25 First Aid Attendants - Payment of Certification Cost
- 26 Industrial Inquiry Commission as provided for in Bill C-24
- 27 Industry Arbitrator - Appointment
- 27A Industry Arbitrators – Sullivan, McPhillips, Saunders, Nichols
- 28 Job Arbitrator - Re-appointment
- 29 Job Arbitrator (Alternate) - Appointment 16
- 30 Joint Industry Labour Relations Committee Subcommittee
- 31 Joint Industry Training Rules
- 32 Joint Port Despatch Committee Vancouver (Former)
- 33 Jury Duty
- 34 Leave of Absence Form

- 35 *Expunged (2007 Negotiations) – Lockermen, Canadian Stevedoring Company – Vancouver Island*
- 36 Log Loading - Bella Coola, Kimsquit, Rivers Inlet, B.C.
- 37 Log Loading - Bulk or Log Carrier Type Vessels
- 38 Log Loading - Port Alberni Outports
- 39 Log Loading - Port Simpson
- 40 Log Loading - Queen Charlotte Island Areas
- 41 Longshoring Operations - Squamish/Woodfibre Area
- 41A *Expunged (2018 Negotiations) - Longshoring Operations - Squamish/Woodfibre Area – Addendum Pro Tem*
- 42 Numoor Equipment Ltd.
- 43 Order, Cancellation and Despatch Times - New Westminster
- 43A Order, Cancellation and Despatch Times - Vancouver
- 44 Order, Cancellation and Despatch Times - Prince Rupert
- 45 Order, Cancellation and Despatch Times - Vancouver Island
- 46 Personal Protective Equipment
- 47 Picket Lines - Authorized Officials
- 48 Polish Fishing & “Mother” Vessels - Global Marine
- 49 Pool Car Loading
- 50 Processing Grievances
- 51 Regular Work Force(s) Employees
- 52 Regular Work Force(s) Rotation

53	Safety Regulations - BCMEA - ILWU, Canadian Area
54	Second Meal Period
55	Sideport Operations
56	Summary Dispositions - Authorized Officials
57	Tradesperson - Certified Definition
58	Tradesperson - Operating Mobile Equipment
59	Tradesperson - Training
60	Training - Casual Employees
61	Training Simulator
62	Uninterrupted Operations - Neptune Bulk Terminals
63	Union Pay Claims - Special Gangs/Registered Gangs
64	Union Pay Claims (Time Limits)
65	Vacation with Pay - Foreperson Returning to Work under Collective Agreement
66	Vacations and Vacation Pay
67	<i>Expunged (2010 Negotiations) – Vancouver Island Understanding – Chemainus – Local 508</i>
68	<i>Expunged (2010 Negotiations) - Vancouver Island Understanding – Port Alberni – Local 503</i>
69	<i>Expunged (2010 Negotiations) - Vancouver Island Understanding – Victoria – Local 504</i>
70	Vancouver Port Corporation - Maintenance Staff
71	Vanterm - Elimination of Demarcation Line
72	Years of Service
72A	Years of Service - Vacation Pay Entitlement Only
72B	Years of Service - Calculation of Hours
73	Audiometric Testing - Entry Level Employees

- 74 Alcohol and Drug-Free Workplace Policy
- 75 Regular Work Force Flexibility Westcan
Terminals Ltd. Operations - Nanaimo Assembly
Wharf
- 76 Uninterrupted Operation(s) - Dry Bulk System -
Neptune Bulk Terminals Ltd.
- 77 *Expunged (2010 Negotiations) Night Shift
Despatch - Local 502*
- 78 Night Shift Despatch - Local 500
- 79 Bulk Terminal Loading Operations to Deepsea
Vessels when using Tents
- 80 *Expunged (Negotiations 2010) – Definition of
“High Explosives”*
- 81 Waterfront Industry Pension Agreement
- 82 Log Loading Operations - Kitsault - Iceberg Bay -
Nasoga Gulf
- 83 Uninterrupted Operations - Chip Discharge -
Duke Point - Westcan Terminals Ltd.
- 84 Article 19
- 85 *Expunged (Negotiations 2010) – Article 11 –
Vacations with Pay*
- 86 Central Island Despatch
- 87 Work Opportunity and Operations Committee
- 88 Container Freight Station Operations
- 89 Re-Load Operations
- 90 *Expunged (Negotiations 2010) – Maternity /
Parental Leave*
- 91 Longshore Protective Footwear
- 91A Boot Allowance
- 92 Utility Person

- 93 Maintenance Meetings & Related Matters
- 94 Trades Training Document
- 95 Gain Share Audit
- 96 Vancouver Memorandum of Understanding Grain Operations
- 97 *Expunged (2018 Negotiations) - Vancouver Island Deepsea - Two (2) Hour Shift Extension (Article 21.04 Shift Extensions)*
- 98 Lines Committee
- 99 Declaration of Availability
- 100 Industry Recruitment Agreement
- 100A Local 500 Attrition Based Recruitment Agreement
- 100B Local 502 Attrition Based Recruitment Agreement
- 101 Absence from the Workplace Policy
- 102 *Expunged (2018 Negotiations) - Memorandum of Understanding On The Implementation of Changes to Canada Labour Code re: Statutory Holiday Pay*
- 103 Memorandum of Agreement
- 103A "Outside" Training at the Waterfront Training Center
- 103B Wage Rate for Trainers
- 103C Local 500 Contacting and Scheduling Trainers
- 103D Industry Training Coordinators Fuel Allowance and Business Car Insurance Requirements
- 104 ILWU Training Grievance Dated January 16, 2015
- 105 Drug and Alcohol Policy

- 105A Addition of New Drug for Substance Testing -
Fentanyl
- 106 Domestic Violence Leave
- 107 New Technology Committee
- 108 Shore Power – Container Operations
- 109 Break Bulk Continuous Operations
- 110 Criminal Record Check Policy

June 2024

Joint Industry Labour Relations Committee #1

Re: Black Book

In accordance with Addendum 1 - Re Black Book of the Collective Agreement between the British Columbia Maritime Employers Association and the International Longshore and Warehouse Union - Canadian Area dated June 26, 2019, the Parties have reviewed the Black Book and hereby agree that the documents therefrom which are attached to this Memorandum shall continue in effect, unless or until changed by the Parties, and shall, as of May 8, 2020 constitute the Black Book as defined in Section 18 of Schedule 3 of the said Collective Agreement, further, that all other documents contained in previous Black Books shall be considered as historical material to be used for reference purposes only. All references to the Collective Agreement contained in this Black Book refer to the Collective Agreement above-cited.

J. Vogt
Chair - Association Representatives
Joint Industry Labour Relations Committee

R. Ashton
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. February 9, 1976, March 23, 1976, January 27, 1977,
November 4, 1980, April 29, 1992

Vancouver, B.C.
June 27, 2024

#2 Joint Industry Labour Relations Committee

Re: Apprenticeship Agreement between British
Columbia Maritime Employers Association
and International Longshore and Warehouse
Union - Canada

The Joint Industry Labour Relations Committee hereby agrees that the Memorandum of Agreement dated July 3, 2007, having been ratified by the respective Parties, is included in the Black Book and forms part of the Collective Agreement.

M. Leonard

Chair - Association Representatives

Joint Industry Labour Relations Committee

M. Gordienko

Chair - Union Representatives

Joint Industry Labour Relations Committee

Vancouver, B.C.

June 1, 2014

Apprenticeship Agreement

This agreement dated this 3rd day of July 2007.

Between

British Columbia Maritime Employers Association

and

International Longshore and Warehouse Union – Canada

The parties support the development of a comprehensive Apprenticeship Program that will cover all areas within British Columbia.

To that end the parties agree as follows:

1. The parties shall establish an Industry Apprenticeship Committee comprised of two (2) representatives of the ILWU and two (2) representatives of the BCMEA. The Industry Apprenticeship Committee shall be responsible for the approval of an Apprenticeship Training Program.
2. Notwithstanding anything in the Collective Agreement to the contrary, this program shall adhere to the following guidelines:
 - a) An Apprenticeship Training Program is to be established in accordance with the Industry Training Authority Act for the following trades (hereafter referred to as tradespersons);
 - Heavy Duty Mechanic
 - Millwright
 - Electrician
 and such others as may be added from time to time by agreement of the parties.
 - b) Incumbent non-certified tradesperson(s) (by B.C. Standards) may make application to the Industry Apprenticeship Committee for entry into the Apprenticeship Program. Such applicants will be required to meet all Industry Training Authority prerequisites for and write the Interprovincial Trades Qualification examination.

- c) Incumbent non-certified tradesperson(s) successfully passing such Interprovincial Trades Qualification examination, and upon proof of certification by the Industry Training Authority, will be considered as a certified journey worker tradesperson(s).
- d) Incumbent non-certified tradesperson(s) failing to pass the Interprovincial Trades Qualification examination referred to above will be eligible for enrollment in the Apprenticeship Training Program at a level consistent with their examination results, subject to their acceptance by the Industry Apprenticeship Committee and the Industry Training Authority. Alternatively, such tradesperson(s) not wishing to enter into the Apprenticeship Program may continue as non-certified tradesperson(s).
- e) Candidates for apprenticeship training whether new employees or otherwise must make direct application to and also be suitable to the Industry Apprenticeship Committee. Candidates must also meet Industry Training Authority requirements. Additionally, such candidates must be eligible for enrollment in the B.C. Apprenticeship Training Program. Experience in the industry will be given due consideration in determining eligibility. Apprentices upon entering the program shall be indentured to the BCMEA in numbers acceptable to the Association and the Industry Apprenticeship Committee. During the period of apprenticeship, such employees will become members of a company's Regular Work Force. The Association shall have the right to move apprentices from one member company to another within the port area to ensure that the apprentices have the opportunity to be trained in all facets of the trade.
- f) Union members, casuals and other qualified candidates will be eligible to participate in the Apprenticeship Program and the rates of pay will be in accordance with the attached Schedule "A".
- g) While the apprentices are attending the trades school portion of their training they will be paid a weekly rate of pay consistent with their entitlement as per Schedule "A"

attached hereto less any applicable government grants or employment insurance, such pay will be reduced proportionately for any absence(s) from school.

- h) It is understood that programs for both employees slotted into the program and new apprentices will commence simultaneously.
- i) In the event of unsatisfactory conduct or failure of an apprenticeship exam during an employee's period of apprenticeship, an evaluation will be done by the Industry Apprenticeship Committee to decide if the apprentice will continue in the program. This does not affect the rights of the employer or Association from taking disciplinary action for misconduct providing it has just cause to do so
- j) It is agreed that the hours of work for apprentices will normally be day shift, Monday to Friday, except where work is required to be performed by the employer on another day or shift with the nature of such work being unique and the apprentices' exposure to the work is important to their overall training; and in such case it shall be mutually agreed by the Industry Apprenticeship Committee or their designated representatives. Such agreement shall not be unreasonably withheld.
- k) Apprentices, upon successful completion of their final examination, will be required to service their trade for not less than five (5) years, and thereafter unless authorized in writing by the appropriate Port Labour Relations Committee.
- l) Tradesperson(s) undertaking night school or other classes preauthorized by the Industry Apprenticeship Committee, for the purpose of upgrading their trade skills to certified journey worker tradesperson status will be reimbursed for the costs of tuition and/or necessary books upon successful completion of the course.
- m) Certified journey worker tradesperson(s) undertaking night school or other classes preauthorized by the Industry Apprenticeship Committee for the purpose of upgrading their skills in order to remain current with advances in their trade

will be reimbursed for the cost of tuition and/or necessary books upon successful completion of the course

- n) Certified journey worker tradesperson(s) undertaking night school or other classes at the request of the employers or the Association for the purpose of upgrading their skills in order to remain current with the advances in their trade will, upon successful completion of the program, in addition to receiving payment for tuition and books, be paid the basic straight time rate for those hours actually spent in the class.
- o) The Industry Apprenticeship Committee shall be empowered to establish ratios of apprentices to journey person to be applicable during the practical portion of the employee's apprenticeship.
- p) Where during the term of this agreement a local of the ILWU and the Association deem it appropriate to enter into a different arrangement for the employment of apprentices they may do so by notifying the Industry Apprenticeship Committee and by having such agreement approved by the Joint Industry Labour Relations Committee.

M. Leonard
Chair - Association Representative
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representative
Joint Industry Labour Relations Committee

July 3, 2007

Schedule “A”
APPRENTICESHIP RATES
Percentage of the Certified Tradespersons Rate

0 - 12 months	65%
12 - 18 months	70%
18 - 24 months	75%
24 - 30 months	80%
30 - 36 months	85%
36 - 42 months	90%
42 - 48 months	95%

Candidates accepted into the Apprenticeship Program who have successfully completed Entry Level Trades Training will receive a credit for 6 months for the purpose of Schedule “A” providing that the candidate provides written verification confirming successful completion of such training from the Industry Training Authority.

Tool Allowance

A new apprentice, upon being indentured, shall be entitled to a one time payment of \$500.00 paid for by the Industry as a tool allowance.

Maintenance of Apprentices During Slow Periods

If a site reduces its 24 hour trades requirements in the applicable trades category (daily dispatch and regular work force) by 30% for a three (3) month period the issue will be referred to the Industry Training Committee to consider what if any reductions in or reassignment of apprentices should take place with the subject site.

#6 Joint Industry Labour Relations Committee

Re: Arrow Stevedoring Inc.

Respecting the above, the Joint Industry Labour Relations Committee hereby confirms the following relative to the handling of Cassiar Mining Corporation products (or other cargo) by longshore in the Port of Stewart, B.C., (by members of ILWU - Local 519) and other ports of British Columbia serviced by ILWU members.

1. Arrow Stevedoring Inc. will employ ILWU members under the terms of the Collective Agreement between British Columbia Maritime Employers Association and International Longshore and Warehouse Union - Canadian Area in all dock and/or stevedoring operations controlled by the company in ports of British Columbia, including Stewart, B.C.

R.V. Wilds
Chair - Association Representative
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representative
Joint Industry Labour Relations Committee

Ref. June 13, 1978, July 18, 1978, November 4, 1980
Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #7

Re: Bereavement Leave

Respecting Bereavement Leave, the Joint Industry Labour Relations Committee agrees that, effective November 18,1999, Bereavement Leave will be payable on the following basis:

1. To qualify for Bereavement Leave, a person must have worked at least 80% of the total average Union member hours of their Local under the terms of the BCMEA/ILWU-Canada Collective Agreement in the three calendar months immediately preceding a death in the immediate family. Each graveyard shift worked will be recorded as eight (8) hours rather than the six and one-half (6 1/2) hours. (Consideration shall be given to persons who during such three calendar months, are drawing benefits from the Weekly Indemnity provision of the Welfare Plan or Workers' Compensation. Persons on earned vacation to which they are entitled shall have such vacation period considered as time worked provided such vacation is scheduled in advance).
2. Any employee who maintains "A" coverage under the ILWU – Employer Association Health and Benefit Plan will qualify for Bereavement Leave.
3. The definition in Part III Bereavement Leave of the Canada Labour Code of "immediate family" shall apply. See form for list of defined "immediate" family.
4. Those who qualify for Bereavement Leave shall be entitled to a payment of 3 days x 8 hours x the straight time hourly rate.
5. A completed Bereavement Leave form (copy of which is attached hereto) must accompany all applications for payment, accompanied by relevant documentation (preferably Death Certificate).

6. The procedure and formula for payment set forth above will apply to Regular Work Force employees as well as daily despatched employees.
7. All claims must be submitted within 120 days of the date of death in order to be eligible for payment.

M. Leonard
Chair - Association Representative
Joint Industry Labour Relations Committee

M. Gordienko
Chair - Union Representative
Joint Industry Labour Relations Committee

Ref. March 25, 1980, November 4, 1980, April 29, 1992,
September 22, 1995, May 2000

Vancouver, B.C.
June 1, 2014



British Columbia
Maritime Employers
Association

Serving the ports of British Columbia

550 - 519 Railway Street, Vancouver, B.C. V6A 1A1 • Web Site: www.bcma.com • Tel: (604) 689-1155 • Fax: (604) 681-2217

BEREAVEMENT LEAVE APPLICATION

Employee Name:	Employee Number:
----------------	------------------

Name of Deceased:	Date of Death:
-------------------	----------------

Relationship					
Spouse	<input type="checkbox"/>	Child	<input type="checkbox"/>	Mother in Law	<input type="checkbox"/>
Common-law Partner	<input type="checkbox"/>	Step-child	<input type="checkbox"/>	Father in Law	<input type="checkbox"/>
Parent	<input type="checkbox"/>	Brother	<input type="checkbox"/>	Grandparent	<input type="checkbox"/>
Step-parent	<input type="checkbox"/>	Sister	<input type="checkbox"/>	Grandchild	<input type="checkbox"/>
				Other	<input type="checkbox"/>
					complete (a) below
					complete (b) below
					complete (c) below

Declaration	
a) If relative is a Grandparent: I certify that he/she is the natural Mother <input type="checkbox"/> /Father <input type="checkbox"/> of my natural Mother <input type="checkbox"/> /Father <input type="checkbox"/>	
b) If relative is a Grandchild: I certify that he/she is the natural Son <input type="checkbox"/> / Daughter <input type="checkbox"/> of my natural Son <input type="checkbox"/> / Daughter <input type="checkbox"/>	
c) If relative is Other: I certify that he/she is my _____ (relationship)	
and that he/she was permanently residing with me at the time of his/her death.	

Certification	
I hereby certify that the answers given above are accurate and true to the best of my knowledge and belief	
Signature	Date

For Administrative Use Only					
Month	Loss Hours	80%	Worked	Other Hours	Total
Total					
Average					
Qualified: <input type="checkbox"/> Yes <input type="checkbox"/> No Evidence of Death: Yes <input type="checkbox"/> No <input type="checkbox"/> Evidence of Relationship: Yes <input type="checkbox"/> No <input type="checkbox"/>					
Payment Amount	8917.04	Payment authorized		Date	

#8 Joint Industry Labour Relations Committee

Re: Bulk Grain Loading Procedures
- Vancouver and Prince Rupert

The Joint Industry Labour Relations Committee hereby agrees that the attached document dated February 9, 1973, entitled "Loading Bulk Grain - Vancouver and Prince Rupert" will be considered to be attached to, and form part of, the Collective Agreement.

R.V. Wilds
Chair - Association Representative
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representative
Joint Industry Labour Relations Committee

Attch:

Ref. June 20, 1967, February 9, 1973, March 23, 1976, January 27, 1977, November 4, 1980

Vancouver, B.C.
April 29, 1992

BULK GRAIN LOADING PROCEDURES

Duties and Responsibilities of Grain Employees

1. Specialty Person

- (a) Perform all appropriate duties on topside.
- (b) Look after gear, rigging and covering and uncovering of all decks.
- (c) Act as side runner, when required and when a side runner is not available for despatch.
- (d) Assist generally on any part of the job when required.
- (e) Assist in securing 'tween deck hatches (battening down).

2. Machine Person

- (a) Perform all appropriate duties below decks and on the dock.
- (b) Assist Specialty Person when required.
- (c) Perform duties on "dolling off" operations.
- (d) Make levels or separations after trimming machines have been used, up to one hour.
- (e) Assist generally on any part of the job when required.
- (f) Securing 'tween deck hatches (battening down).
- (g) Act as siderunner, when required and when a siderunner was not available for despatch.

Information

A grain information board will be maintained in the Despatch Centre.

Ref. February 9, 1973

Vancouver, B.C.

April 29, 1992

#9 Joint Industry Labour Relations Committee

Re: Bulk Liquid Operations
- Dow Chemical Lynnterm

Respecting the above, the Joint Industry Labour Relations Committee hereby confirms the following:

1. (a) It is agreed that this operation will be guaranteed a regular work force, as required by the employer, on a continuing basis. Persons in such regular work force will be trained by Dow Chemical personnel, as will a certain number of daily despatch persons for relief purposes, and on successful completion of training will be given a “D” (Dow) rating and will be available to service that rating.
 - (b) (i) Skill differential for “D” Dow rating and pusher operator - 75¢ per hour.
 - (ii) Commodity differential for “D” rated Dow employees and pusher operator - 35¢ per hour.
 - (iii) staffing for discharging and/or loading of railcars is 2 “D” Dow rated employees and 1 pusher operator.
 - (c) The pusher operator, whether Regular Work Force or Daily Despatch, will perform all work in connection with the movement of railcars within the Dow site as may be required following the delivery of such railcars by the railway to the Dow site and assist the Dow rated employees as required. Appropriate training re safety, rail, etc., as necessary, will be provided.
2. The employer has the right to operate on a three shift basis on any or every day of the year, including through meal periods, in accordance with the provisions of Article 21, Section 21.01(10) of the Collective Agreement.
 3. The tank farm and loading operation will be considered as a single operation and persons working within the operation, whether regular work force or daily despatch, will perform any and all functions, or any combination of such functions, as required by the employer, including the operation of the

mechanical arm and hooking up of the flange to ship or barge, minor (running repairs) maintenance to equipment, standing by during loading of the vessel and performing such duties ancillary thereto.

4. All persons working on the site will be required to wear all personal protective equipment as required and supplied by the employer, including hard hats.
5. Staffing - as per the Collective Agreement, i.e., all employees necessary, no unnecessary employees.
6. All persons working within the operation must be dedicated to safety and environmental considerations in accordance with company requirements.
7. The company will post rules which are not in conflict with the Collective Agreement or this document and such rules must in all cases be followed by employees.

R.V. Wilds
 Chair - Association Representatives
 Joint Industry Labour Relations Committee

G.S.C. Westrand
 Chair - Union Representatives
 Joint Industry Labour Relations Committee

Ref. July 13, 1978, July 18, 1978, March 25, 1980, November 4, 1980, April 29, 1992

Vancouver, B.C.
 March 31, 1994

#10 Joint Industry Labour Relations Committee

Re: Bulk Liquid Operations
- Pacific Coast Terminals

Respecting the above, the Joint Industry Labour Relations Committee hereby confirms the following:

1. The tank farm and liquid bulk ship loading operation will be considered as a single operation (except for maintenance) and persons working within the operation, whether regular work force or daily despatch, will perform any and all functions, or a combination of such functions, as required by the employer, including the operation of the “hook up” crane (to ship or barge), standby during loading of a vessel and any and all production duties including clean-up in the tank farm.
2. It is agreed that this operation will be guaranteed a regular work force, as required by the employer, on a continuing basis. Such regular work force along with a certain number of daily despatch employees (total 25) will be trained by P.C.T. arranged instructors following successful passing of a required medical examination. On successful completion of the training program, including written examination, employees will be given a “P” [P.C.T. (Bulk Liquid)] rating. Except for tradespersons, only employees holding the “P” rating will be eligible for employment on the site. Regular work force employees and daily despatch employees working on the site more than 300 hours in any year will be required to undertake an annual medical examination.
3. a) Skill differential for “P” rating - 75¢ per hour.
b) Commodity differential for “P” rating - 35¢ per hour.
4. The employer has the right to operate on a continuous three shift basis on any or every day of the year, including through meal periods, in accordance with the provisions of Article 21, Section 21.01(10) of the Collective Agreement. All employees on the job will relieve each other as may be required in order to facilitate such continuous operation.

5. Regular maintenance work and first aid service will be provided as required, by the dry bulk section of P.C.T. First aid service will be provided at all times during which the bulk liquid facility is actually operating.
6. All persons working on the site will be required to wear all personal protective equipment as required and supplied by the employer, including hard hats.
7. Staffing - as per the Collective Agreement, i.e. all the employees necessary, no unnecessary employees.
8. All persons working within the operation must be dedicated to the safety and environmental considerations in accordance with Company requirements.
9. The Company will post rules which are not in conflict with the Collective Agreement or this document and such rules must in all cases be followed by employees.
10. It is agreed that the specified work in connection with the following is excluded from the provisions of Article 26 of the Collective Agreement and may be performed as required by outside agencies:
 - a) Regular Maintenance Work in connection with the nitrogen vaporizer.
 - b) Regular Maintenance Work in connection with the incinerator.
 - c) Required cleanout of the storage tanks
 - i.e. - styrene tanks - annually
 - glycol tanks - once each 5 year period
11. Following an 18 month period of operation the employer, the Union and the BCMEA will meet to discuss any and all aspects of this operation.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. March 26, 1984

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #10A

Re: Bulk Liquid Operations
Pacific Coast Terminals
Bulk Liquid Facility,
Planned Expansion of Operations

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement with respect to the above-cited planned expansion of operations.

R.V. Wilds
Chair - Association Representative
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representative
Joint Industry Labour Relations Committee

attch:

Vancouver, B.C.
December 16, 1991



**British Columbia
Maritime Employers
Association**

45 DUNLEVY AVENUE, VANCOUVER, B.C. V6A 3A3 • TELEPHONE (604) 688-1155 • FAX (604) 684-2397

December 2, 1991

Mr. D. Allan
President
International Longshore
& Warehouse Union -
Local 500
#100 - 111 Victoria Dr.
Vancouver, B.C.
V5L 4C4

Mr. G. Westrand
President
International Longshore
& Warehouse Union -
Canadian Area
#020-1880 Triumph St.
Vancouver, B.C.
V5L 1K3

Dear Sirs,

Re: Pacific Coast Terminals Bulk Liquid Facility
Planned Expansion of Operations

This will confirm our agreement relative to the above-cited matter at a joint meeting held at the BCMEA offices on December 2, 1991. The Black Book Document Re: Bulk Liquid Operations - Pacific Coast Terminals will be renewed by the parties without change to the existing wording and this agreement will be jointly recommended to the Joint Industry Labour Relations Committee for ratification and attachment thereto.

Concurrent with the commencement of operation of the planned expansion of this bulk liquid facility providing for the addition of two (2) 60,000 bbl glycol tanks and increased rail capacity and unloading facilities to accommodate the unloading of twenty-seven (27) additional rail cars, the revised staffing for the bulk liquid facility is agreed upon as follows:

- *A. Rail car unloading styrene and glycol:
 - Staffing
 - 2 operators - up to 20 railcars
 - 3 operators - 21 to 39 railcars
 - 4 operators - 40 to 53 railcars

****B. Vessel loading simultaneously with railcar unloading:**
1 operators in addition to the required staffing set forth in item A (above).

*****C. Vessel loading with no railcar unloading taking place:**
2 operators

In order to facilitate uninterrupted operations, meal periods will be worked on a regular shift basis when railcars are being unloaded.

Kindly indicate your agreement to the foregoing by signing all copies of this Memorandum, retaining copies for your records and returning the remainder to the undersigned.

Your truly,

Agreed

M.H. Cahan
Director Labour Relations
and Corporate Secretary

G. Westrand
President
ILWU - Canadian Area

D. Allan
President
ILWU - Local 50023

* Update per Industry Arbitration dated November 9, 2010 - R. Pekeles

** Update per Job Arbitration dated March 22, 2007 – J. Steeves

*** Update per Industry Arbitration dated May 9, 2007 – D. Munroe

#12 Joint Industry Labour Relations Committee

Re: Casual Employees Below The "A" Board

Respecting the above, the Joint Industry Labour Relations Committee agrees to the following:

"Unless otherwise mutually agreed, all Casual employees below the "A" Board must accept and perform any and all work available in order to maintain their Casual employment status."

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref: June 24, 1988

Vancouver, B.C.

April 29, 199224

Joint Industry Labour Relations Committee #15

Re: Coal Loading Operation ex Scow - Deepwater Bay

The Parties recognize that due to the nature of the work in connection with the subject loading, the Collective Agreement cannot be, nor is it intended to be, totally applicable to such operation. Amendments to the Collective Agreement are specifically stated in this Memorandum as follows:

1. Clam loading gang size - (per crane)
 - 2 crane operators who shall relieve each other and act as signal person as required and 1 employee - who may be worked anywhere within the overall operation as required.
 - Any machine operators employed may be worked anywhere within the overall operation as required.
2. All employees on the job will relieve each other as may be required in order to provide an uninterrupted operation, i.e. staggered coffee breaks.
3. Return travelling time to Campbell River - 10 hours at one-half the regular straight time rates of pay. No travelling time payable between living accommodation and job site (includes travel by ferry, crew bus, employee's personal vehicle or other mode of transportation).
4. Return Fare Allowance to Campbell River - \$35 per employee. When employees provide their own transportation between Campbell River and Brown Bay, the return fare allowance is established at a 54 km distance @ 30¢ per km for each employee. All employees will arrive at Brown Bay by 7:45 a.m. at which time they will leave Brown Bay for Deepwater Bay by water taxi.

5. Flexibility in times relative to travelling to and from the job site with no additional travelling time payable:
- e.g. Travelling to and from the job site:
- A portion of employees travel to and from the job site on the first ferry or other form of transportation arranged.
 - Remainder of employees travel to and from the job site on second and successive trip(s) of same ferry or other form of transportation.
 - Employees to commence work as they arrive on the job site.
 - Allowance for up to 1½ hours flexibility in starting and finishing times with the proviso that a full shift of work is required to be performed. This notwithstanding, no employee will be required to commence work prior to 8:00 a.m. on any day.

Return travelling to Port Alberni:

- A portion of employees travel out from the job site on completion of loading.
 - Remainder of employees travel out from the job site as soon as transportation can return to pick them up.
 - Above is not intended to interfere with the employer's right to travel out a gang(s) and/or employee(s) at their option.
6. All employees to be provided with room and board with two employees sharing each room. Single room accommodation will be provided during the off season provided that the cost of same is no more than two employees sharing each room during the summer months.
7. (a) Should a second meal be required as contemplated under item #8 of this Memorandum, it shall be provided by the employer.
- (b) The first and second meals, i.e. lunch and dinner respectively will be eaten aboard the vessel.

- (c) Meal allowance - \$42 per day except when a second meal is provided by the employer, then \$27 per day will be payable to each employee.
 - (d) Meal allowance of \$19 will be payable to each employee when travelling to Campbell River the day prior to the day the job commences and a meal allowance of \$10 will be payable to each employee on completion of the job at 5:00 p.m or later providing employees leave Campbell River the morning following completion of the job.
8. At the option of the employer, employees may be worked up to 12 hours on any day shift. Time and one-half of the shift rate shall be paid for the ninth hour except when employees work the ninth hour after being released to eat in which event the ninth hour and subsequent hours will be paid for at 2 x the shift rate on day shift except Sundays and Recognized Holidays when 1½ x the shift rate shall be paid. When called back to work following the 5:00 p.m. to 6:00 p.m. meal break there will be a three hour minimum payment.
 9. During periods of high usage of Port Alberni employees at this outport operation and no employees are available for travel on the interchange arrangements to Port Alberni, the Port Alberni Local will co-operate with the Association in the registration and training of newly registered Port Alberni casual employees for work in Port Alberni.
 10. If any differences arise concerning the application of the Collective Agreement or this Memorandum, work will continue to be performed and the matter dealt with by the Parties. Any unresolved dispute will be submitted to the Industry Arbitrator for final and binding decision.
 11. One year from date of signing, this document is to be reviewed by the Parties involved and Local 503 following which it will be reviewed by the JILRC.

12. This Memorandum of Understanding is agreed upon to cover coal loading operations from scow at Deepwater Bay only.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. September 23, 1988

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #16

Re: Coastwise Cruise Vessel Operations - B.C. Port Areas

Respecting longshore work in connection with the above, the Joint Industry Labour Relations Committee hereby confirms that for practical purposes all of such operations will be considered to be Coastwise Operations even though certain vessels may, from time to time, travel outside the coastwise limits in Northern areas. Past practices respecting the handling of vessels' lines by deepsea lines crews will remain in effect based upon all the employees necessary and no unnecessary employees as follows:

- The initial sailing into coastal waters at the beginning of the cruise season.
- The final departure out of coastal waters at the end of the cruise season.
- Situations when no longshore have been ordered for the job at the time of arrival or departure of the vessel.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. July 15, 1987

Vancouver, B.C.
April 29, 1992

#17 Joint Industry Labour Relations Committee

Re: Coastwise Cruise Vessel Operations - Handling of
Ship's Stores

Respecting the above, the Joint Industry Labour Relations
Committee hereby agrees as follows:

Past practices on coastwise cruise vessels relative to the
handling of ship's stores will not be affected by Summary
Disposition #17-86.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. November 25, 1986

Vancouver, B.C.

April 29, 1992

Joint Industry Labour Relations Committee #18

Re: Coastwise Cruise Vessel Operations
- Passenger Vessel(s) cum Motor Vehicle Ferry(ies),
Vancouver – Alaska

Respecting passenger cruise vessel(s) cum motor vehicle ferry(ies) commencing a scheduled Alaska cruise from Vancouver, this will confirm our agreement relative to such coastwise operation:

Since the above-cited type vessel(s) i.e. passenger cruise vessel(s) cum motor vehicle ferry(ies) has/have provision(s) for passengers (and bus drivers) to “drive on/drive off” their motor vehicles, it is agreed that the reference to passengers’ automobiles in Article 27, Coastwise, Subsection 3 is not applicable to this operation and passengers (and bus drivers) may handle their own motor vehicles.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. March 20, 1984

Vancouver, B.C.
April 29, 1992

#20 Joint Industry Labour Relations Committee

Re: Daylight Saving - Time Changes

When, in accordance with the Daylight Saving Act of British Columbia, clocks are advanced one hour in the Spring of the year and turned back one hour in the Autumn of that year, the change occurring at 2:00 a.m. in both instances, with the specific dates for each year being proclaimed in advance by Order-in-Council, the applicable arrangements under the Collective Agreement shall be as follows:

On the official date that the clocks are advanced the Graveyard Shift shall be one hour less than normal and employees working that shift shall be paid 5½ hours at Graveyard Shift Rates of pay; on the official date that the clocks are turned back the Graveyard Shift shall be one hour more than normal and employees working that shift shall be paid 7½ hours at Graveyard Shift rates of pay.

Should, in accordance with the Daylight Savings Act of British Columbia, advancing or deferring the time by one hour fall within any other shift the above principle will apply to the other shift.

J. Vogt
Chair - Association Representatives
Joint Industry Labour Relations Committee

R. Ashton
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. February 9, 1973, March 23, 1976, January 27, 1977,
November 4, 1980, April 29, 1992

Vancouver, B.C.
June 27, 2024

Joint Industry Labour Relations Committee #21

Re: Discipline - BCMEA or WEBC Premises

The Joint Industry Labour Relations Committee agrees that Article 4, “Discipline”, is also applicable to persons covered by the Collective Agreement, Union members and/or casuals, when they are on B.C. Maritime Employers Association or Waterfront Employers of B.C. premises respectively, or on the premises of the BCMEA Despatch Centre, Vancouver, B.C.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. March 18, 1969, February 9, 1973, March 23, 1976, January 27, 1977, November 4, 1980

Vancouver, B.C.

April 29, 1992

Note: Reference to “Automatic Penalties” removed as language was removed from Collective Agreement in 2010 Negotiations.

#22 Joint Industry Labour Relations Committee

Re: Dock Work - Import Automobiles

A. Handling of import automobiles - conventional dock operations.

Respecting longshore work within a dock area concerning import automobiles discharged from deepsea vessels, the Joint Industry Labour Relations Committee agrees as follows:

1. Where automobile carriers are to be used for transporting import automobiles from the dock area, the longshore employee will take the automobile from the ship's side to an assembly point within the dock area; the auto carrier can drive to the assembly point and the driver load the automobiles on to the auto carrier at that point.
2. Where it is intended that the import automobiles are to be driven from the dock area (as distinct from being transported by auto carrier) the longshore employee will take the automobiles to a point at a dock exit, after which they may be driven from the dock area by persons other than ILWU members.

B. Deepsea docks designed and built primarily for the handling of import automobiles, where an employer member of the British Columbia Maritime Employers Association has control of the operation.

Respecting the above, the Joint Industry Labour Relations Committee agrees as follows:

1. In cases where the "dock area" and the consignee's "storage and servicing area" are adjacent, and separated only by a fence, longshore employee will take the automobiles from the stow in the vessel through to the "place of rest", either within the "dock area" or the consignee's "storage and servicing area", as required by the employer.

Note: For the purpose of paragraph 1, above, “place of rest” shall mean an area, or areas, designated by the employer, sufficient to assemble the automobiles to be discharged from any particular vessel.

2. a) If automobiles are assembled at a “place of rest” within the actual dock area, subsequent movement of such automobiles to a marked or “coned-off” area within the consignee’s “storage and servicing area” shall be by longshore employee. Once such movement is completed such automobiles may be handled for all purposes by persons other than ILWU members.
- b) Where automobile carriers are to be used for transporting import automobiles from the dock area, the longshore employee will take the automobile from the ship’s side to an assembly point within the dock area; the auto carrier can drive to the assembly point and the driver load the automobiles on to the auto carrier at that point. If sorting of automobiles is required within or from the pile, it shall be done by ILWU members.
3. If automobiles are being assembled at a “place of rest” in a marked or “coned-off” area within the consignee’s “storage and servicing area”, once such assembly is completed such automobiles may be handled for all purposes by persons other than ILWU members.
4. The above is intended to apply to operations such as Fraser Wharves and Annacis Auto Terminals so long as a member of the British Columbia Maritime Employers Association has control of the operation. It does not apply in any way to other operations existing prior to the date of this document; such operations shall continue to be governed by Section “A”, above.

5. While the above is not intended to apply to cargo other than import automobiles, other cargos (import/export) including containers may be handled at the above-cited operations and must be handled by longshore employee as provided for in the Collective Agreement.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. March 19, 1971, February 9, 1973, April 11, 1974,
March 23, 1976, January 27, 1977, November 4, 1980,
February 22, 1983

Vancouver, B.C.
April, 29, 1992

Joint Industry Labour Relations Committee #23

Re: Dock Work - Stuart Channel Wharves Div.

- (Assembly Dock)

This addendum shall cover the handling, at the above mentioned location, of wood products produced at a place other than the Crofton site, but does not include any of the following:

- a) The handling or warehousing of any product produced at the Crofton site, or any work in connection with products produced at the Crofton site, at Dock #2 and the attached warehouse.
- b) The handling of ships' lines except as per current practices.
- c) The handling of railcar movements and the maintenance of all rail and dock facilities.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. May 22, 1968, February 9, 1973, March 23, 1976,
January 27, 1977, November 4, 1980

Vancouver, B.C.

April 29, 1992

#24 Joint Industry Labour Relations Committee

Re: Employee Assistance Program

Respecting the above-cited program, the Joint Industry Labour Relations Committee agrees as follows:

1. Adoption of the Addendum to Welfare Agreement In Respect of Alcohol and Drug Policy dated April 6, 1976, (copy attached) as recommended by the Trustees, is confirmed.
2. Salary(s) and all other expenses of the Program will be shared equally between BCMEA and the ILWU-Employer Associations Welfare Plan on a 60/40 basis.
3. The Co-ordinator is appointed by the Parties, through the JILRC and will be responsible to the ILWU-Employer Associations Welfare Plan Trustees for the carrying out of the responsibilities contemplated by the Program.
4. Either Party may terminate the services of the Co-ordinator by notice in writing to the Co-ordinator and to the other Party, following which the Parties shall meet for the purpose of appointing a replacement for this position.
5. For the purposes of administration, this Program shall be known as the "ILWU/BCMEA Employee Assistance Program".
6. The instrument of appointment will outline the salary, etc. of the Co-ordinator.

J. Vogt

Chair - Association Representatives

Joint Industry Labour Relations Committee

R. Ashton
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. April 6, 1976, October 27, 1977, July 18, 1978, November
4, 1980, April 29, 1992

Vancouver, B.C.
June 26, 2019

Joint Industry Labour Relations Committee

Mr. W. Bloor
#108 - 307 W. 2nd St.
North Vancouver, B.C.
V7M 1E6

Dear Mr. Bloor,

Re: Addendum to Welfare Agreement re
Alcohol and Drug Policy Agreement
dated April 6, 1976

Pursuant to the terms set forth in the above-cited Programme, the Joint Industry Labour Relations Committee has agreed to reappoint you as Co-ordinator of the Programme which shall be, for the purposes of administration, known as the "ILWU/BCMEA Employee Assistance Programme".

Two copies of the subject Addendum are attached hereto.

You will be responsible to the Trustees of the ILWU - Employer Associations Welfare Plan for the administration of this Programme and it is expected that you will assume a close liaison with designated representatives and be required to report from time to time to the Trustees, as necessary.

Your remuneration will be established by the parties, to be paid monthly through the Waterfront Employers of B.C. In addition, you are entitled to reimbursement for necessary out-of-pocket expenses, including the use of your automobile.

You shall be entitled to five weeks vacation per annum.

Should your services be terminated by the action of either Party, pursuant to Joint Industry Labour Relations Committee document #24 dated December 16, 1991, (copy of which is attached hereto), you shall be paid for a full 30 days from the date upon which you are given notice.

Your signature, as provided for hereunder, will be deemed to be your acceptance of your re-appointment as Co-ordinator, subject to the requirements and conditions herein stipulated.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

W. Bloor

attch:

Ref. August 28, 1984

Vancouver, B.C.

April 29, 1992

**RESPONSIBILITIES OF THE
WATERFRONT INDUSTRY EMPLOYEE
ASSISTANCE PROGRAM
“AUTHORIZED REPRESENTATIVES”**

Authorized Representatives of the Co-ordinator of the Employee Assistance Program are recommended, for their expertise in the Industry, by the Co-ordinator and are appointed by the Trustees of the I.L.W.U. - Employer Associations Welfare Plan. Every “Authorized Representative” is required to undertake appropriate training and education with the objective of promoting progressive and constructive attitudes toward employee behavioral problems relating to alcoholism or drug abuse among Waterfront Employees.

Based on training given and guidelines established from time to time by the Co-ordinator and approved by the Trustees, an Authorized Representative will be required to provide documented first hand information relative to:

1. Unacceptable or deteriorating job performance of any person or persons, who are engaged in employment relative to the Collective Agreement, that may have alcohol or drug abuse as a contributing cause.
2. To informally discuss such deteriorating job performance with individuals who are repeatedly observed performing work poorly.
3. To advise and explain the terms and conditions of the “Treatment Procedures” to the person undertaking treatment pursuant to the Medical Assessment Examination.

An Authorized Representative will co-operate in a purposeful endeavour with the Co-ordinator of the Program and Employer Representatives in a continuing responsible manner that precludes undue harassment of a particular individual. All records and information will be maintained in such form that is confidential and available only to authorized personnel directly involved in the treatment and procedures set forth in the program.

January 27, 1976

**RESPONSIBILITIES OF
THE WATERFRONT INDUSTRY
EMPLOYEE ASSISTANCE PROGRAM
“COORDINATOR”**

The “Program Co-ordinator” is appointed by the Joint Industry Labour Relations Committee and is responsible to the Trustees of the I.L.W.U. - Employer Associations Welfare Plan. The appointment is made based on functional administrative and liaison ability of the individual. The basic objectives of the Co-ordinator is to promote progressive and constructive attitudes toward behavioral problems relating to alcoholism or drug abuse among waterfront employees.

Based on expertise and training given, the Co-ordinator is required to institute and follow through all aspects of the Employee Assistance Program as approved from time to time by the Board of Trustees giving due consideration to the following:

1. To recommend to the Trustees, Union and Employer, personnel who are capable of acting as Authorized Representatives and who are willing to undertake appropriate training and education.
2. To conduct and/or arrange for on-going training and educational programs, for appropriate “Union” and “Employer” representatives, in the recognition of the employee who may have alcohol or drug related problems.
3. In conjunction with Authorized Representatives, to advise and direct employees on specific alcohol or drug related problems.
4. In conjunction with the “employee” the “Treatment Advisor”, and if requested, the “Authorized Representative” may also be present, draw-up a “Treatment Procedure” in acceptable terms and advise Employer Representatives accordingly.
5. To work in close liaison with Employer and Authorized Representatives in matters relating to “Drunkenness

Offences” and to advise Employer Representatives when Treatment Procedures have been broken or abused.

6. To establish a continuing relationship with appropriate community services that may be utilized by the program.
7. To select a Treatment Advisor or other qualified person or persons, to provide professional assistance suitable to the employee’s needs or requirements.
8. To work closely with the Waterfront Industry Pension and Welfare Plans and also Company fringe benefit plans to ensure that all applicable benefits and services are considered for the treatment period of the referred employee.
9. To establish procedures that ensure that all personnel records are maintained in a confidential manner.
10. To encourage the voluntary use of the program by any employee and by his or her family.

The Co-ordinator will maintain records relative to statistical information and may make recommendations in respect of any part of the program. Reports are to be prepared and submitted on a regular basis and also at the request of the Trustees. Any issue unresolved at the Authorized Representative and/or Co-ordinator levels will be considered by the Trustees in a manner as set forth in the current Welfare Agreement.

As approved at a meeting of the Trustees January 27th, 1976

Joint Industry Labour Relations Committee

Addendum to Welfare Agreement re
Alcohol and Drug Policy Agreement

Respecting the above-cited Addendum dated April 6, 1976 (copy of which is attached hereto) the Joint Industry Labour Relations Committee agrees to the adoption of this Addendum as recommended by the Trustees.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

attch:

Ref. April 6, 1976

Vancouver, B.C.
April 29, 1992

**ADDENDUM TO WELFARE AGREEMENT
IN RESPECT OF
ALCOHOL AND DRUG POLICY**

THIS AGREEMENT entered into this 6th day of April, 1976, to take effect on the first day of May, 1976

BETWEEN:

International Longshore and Warehouse Union –
Canadian Area
(hereinafter called the “Union”)

AND:

British Columbia Maritime Employers Association
(hereinafter called the “Association”)

WHEREAS the Union and the Association deem it appropriate to add to the terms, conditions and instructions to the Trustees contained in such Welfare Agreement.

The Union and the Association recognize that alcohol and other drug abuse can lead to serious health and behaviour problems affecting many areas of a person’s life. For definition, under the program, excessive use of alcohol and other drug abuse, which interferes with an employee’s health and in turn his work performance, shall be defined as treatable illnesses.

The Union and the Association agree that their concern with alcohol and other drug abuse is limited strictly to the detrimental effects on the employee’s health and in turn, performance on the job.

NOW THEREFORE THE UNION AND ASSOCIATION AGREE AS FOLLOWS:

1. The Trustees shall formulate and establish provisions for all persons who are employed under the terms of the Collective Agreement, together with all employees of those Companies who are signatories to the Collective Agreement, a comprehensive Drug and Alcohol rehabilitative services program.
2. The Trustees may at their discretion appoint a Co-ordinator or Co-ordinating Committee who may be empowered to establish an Alcohol and Drug rehabilitative program consistent with specific guidelines adopted from time to time by the Board of Trustees.
3. The Trustees shall initiate procedures that will encourage employees to take early advantage of treatment, on a voluntary basis.
4. It is agreed that documented deteriorating job performance, as noted by appropriate authorized personnel, shall result in referral for a mandatory treatment examination being arranged. This will be done in conjunction with the program co-ordinator and the authorized representative and the employee.
5. The Trustee shall be responsible for procedures to ensure confidentiality of all records relating to treatment, referral and medical assessments.
6. Implementation of any policy or procedures relating to alcoholism or drug abuse will not result in special regulations, privileges or exemptions from standard practices applicable to job performance.
7. The Trustees shall assume responsibility for the training of personnel required to implement and continue a comprehensive alcohol and drug rehabilitative services program.

8. All expenses, cost and liabilities shall be as unanimously agreed to by the Trustees and shall include only those items that are reasonable and are directly related to the furtherance of constructive endeavours to rehabilitate persons with alcohol or drug related problems.
9. The Union and Association recognize that certain financial benefits may accrue to the "Welfare Plan" through co-operation under this program and therefore the Association agrees to reimburse the Welfare "Fund" with a portion, to be agreed by the Parties, of the total amount of expenses incurred and as agreed in Section Eight (8) above. The Trustees may at their discretion charge for services that are specifically incurred by persons not covered by Section One (1) above.
10. The Trustees shall be responsible to the Parties, through the Joint Industry Labour Relations Committee, for the conduct of the program set forth in this Agreement. Any amendment or revision, of such Agreement, and any matter concerning policy decisions, shall be submitted to the Joint Industry Labour Relations Committee for authorization before any changes are implemented.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the 6th day of April, 1976.

British Columbia Maritime Employers
Association

International Longshore and
Warehouse Union - Canadian Area

N.G. Cunningham
Chair - Association Representatives
Joint Industry Labour Relations Committee

D.P. Garcia
Chair - Union Representatives
Joint Industry Labour Relations Committee

AS ADOPTED BY THE JOINT INDUSTRY LABOUR RELATIONS COMMITTEE
ON APRIL 6TH, 1976.

Vancouver, B.C.

#25 Joint Industry Labour Relations Committee

Re: First Aid Attendants - Payment of Certification Cost

The Joint Industry Labour Relations Committee agrees, that with respect to First Aid Attendants:

1. The Parties will decide the number of persons and individuals who will become First Aid Attendants in any Local area.
2. Employers are entitled to have First Aid Attendants as Regular Work Force employees and such persons will perform other work, as required by the Employer, provided they can keep clean and readily available for first aid duties.
3. Jointly agreed upon persons writing for First Aid Certificates will make their own arrangements to obtain such certificates. After having passed the examination for the certificate an employee will present a copy of the First Aid Certificate, and a receipt showing payment for examination for such certificate, and the Association will reimburse such employee for the cost of such examination provided always that the employee has passed the examination and is in possession of an up-to-date First Aid Certificate.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. December 9, 1975, March 23, 1976, January 27, 1977,
November 4, 1980

Vancouver, B.C.

April 29, 1992

Joint Industry Labour Relations Committee #26

Re: Industrial Inquiry Commission as provided for in Bill C-24

The Joint Industry Labour Relations Committee hereby agrees to amend the findings of the above-cited Industrial Inquiry Commission concerning the elimination of the Container Clause effective January 1, 1988, as follows from the Collective Agreement:

1. The proposed Container Gainshare Fund and the Waterfront Industry Productivity Fund are eliminated effective January 1, 1988.
2. The formula established by the Weiler Commission for determination of the monies to be paid to such funds shall continue to be in effect.
3. Commencing upon date of signing of this document all monies generated annually under the above-cited formula shall be paid to the Waterfront Industry Pension Plan by January 15 of the following year.
4. Such monies shall be available to the Trustees of the Waterfront Industry Pension Plan to provide benefits for plan members consistent with the terms of the Pension Plan and based upon sound actuarial advice.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. November 22, 1990

Vancouver, B.C.

April 29, 1992

#27 Joint Industry Labour Relations Committee

Re: Industry Arbitrator Appointment Letter

Dear Sir/Madame,

The British Columbia Maritime Employers Association and the International Longshore and Warehouse Union - Canadian Area, through the Joint Industry Labour Relations Committee, by this instrument, appoint you as the Industry Arbitrator in accordance with Article 6, Section 6.01(b) of the Collective Agreement, copy of which is attached hereto.

The duties of the Industry Arbitrator are contained in the said Article 6 of the Collective Agreement which also sets forth the manner in which remuneration is arranged, which we trust will be satisfactory to you.

Yours very truly,

Jack Vogt
Chair - Association Representatives
Joint Industry Labour Relations Committee

Rob Ashton
Chair - Union Representatives
Joint Industry Labour Relations Committee

attch:

Ref. April 29, 1992

Vancouver, B.C.

June 26, 2019

Joint Industry Labour Relations Committee #27A

Re: Industry Arbitrators

The Joint Industry Labour Relations Committee confirms that effective upon ratification of the renewed collective agreement there shall be an agreed list of Industry Arbitrators: Chris Sullivan, Ken Saunders and Julie Nichols. Who will be assigned on a random basis (by draw); the Arbitrator last drawn will be excluded from the draw for the next required Industry Arbitrator.

The Parties agree to complete their agreed-to-trial of Arbitrators Randy Noonan and Jacque de Aguayo. After receipt of their respective decisions on all currently scheduled arbitrations, the Parties will decide whether they are agreeable or not to add either arbitrator to the Industry Arbitrator roster.

J. Vogt

Chair – Association Representatives

Joint Industry Labour Relations Committee

R. Ashton

Chair – Union Representatives

Joint Industry Labour Relations Committee

Ref. April 11, June 26, 2019

Vancouver, BC

June 27, 2024

#28 Joint Industry Labour Relations Committee

Re: Job Arbitrator Appointment Letter

Pursuant to the Collective Agreement between the British Columbia Maritime Employers Association and the International Longshoremen's and Warehousemen's Union - Canadian Area, dated March 31, 2018, and in light of conversations with you, you are hereby appointed as Job Arbitrator, by the Parties to said Collective Agreement effective February 1, 2016.

Accordingly, this letter is to be considered your instrument of appointment as Job Arbitrator pursuant to Article 6, Section 6.01 Subsection (a) of said Collective Agreement, a copy of which is enclosed for your information and guidance. Also enclosed, is a copy of the guidelines, procedures and clarifications concerning the Job Arbitrator by which you are bound.

The functions, duties and responsibilities of the Job Arbitrator are contained in Article 6 of said Collective Agreement and the guidelines, procedures and clarifications by which the Job Arbitrator and the Alternate Job Arbitrator are bound are attached hereto. Regarding the issuing of a "direction or order" as referred to in Article 6, Section 6.04, Subsection (a), para (i), the Parties intend that the Job Arbitrator shall make a positive, not a negative, "direction or order".

Your remuneration will be at the rate of \$5,000. per month, and is to be considered a professional monthly retainer. It is understood that, in addition to your retainer, you are entitled to reimbursement for necessary out-of-pocket expenses which can be justified in connection with your functions and duties. Your monthly retainer and your approved expenses will be paid one-half by the Union and one-half by the Association. It is necessary that you be available as required, which on occasion, may be pursuant to very short notice.

It is understood that you will be entitled to one month's vacation per annum at which time the Alternate Job Arbitrator will act as Job Arbitrator until your return and shall be paid by the Parties. Accommodation respecting vacation periods will be arranged

between yourself and the Alternate Job Arbitrator. During any other periods of unavailability respecting yourself it will be your responsibility to make arrangements with the Alternate Job Arbitrator to act in your place and it is understood that you will arrange to compensate the Alternate Job Arbitrator during such periods when you are unavailable.

Should your services be terminated by the action of either Party, pursuant to the provisions of the Collective Agreement, you shall be paid for a full 30 days from the date upon which you are given notice of termination.

Your signature, as provided for hereunder, will be deemed to be your acceptance of your appointment as Job Arbitrator, subject to the requirements and conditions herein stipulated.

Yours very truly,

J. Vogt
Chairman - Association Representatives
Joint Industry Labour Relations Committee

R. Ashton
Chairman- Union Representatives
Joint Labour Relations Committee

Vancouver, B.C.
June 26, 2019

The Joint Industry Labour Relations Committee agrees that the Job Arbitrator (including Alternate Job Arbitrator) will be bound by the following guidelines, procedures and clarifications:

1. The functions, duties and responsibilities of the Job Arbitrator are contained in Article 6 of the Collective Agreement. Regarding the issuing of a “direction or order” as referred to in Article 6, section 6.04, subsection (a), para (i), the Parties intend that the Job Arbitrator shall make a positive, not a negative, “direction or order”.
2. The Job Arbitrator is entitled to issue a decision with only one Party present only after all reasonable efforts to reach the other Party have failed.
3. If one of the Parties refuses to participate in an arbitration the Job Arbitrator is required to hear the matter and make a decision.
4. The Parties agree that there will be reasonable rules of conduct in arbitration hearings such as:
 - (a) one spokesperson for each Party.
 - (b) no cross fire.
 - (c) no abusive language or conduct.
5. In accordance with Article 6.04 (a)(i) the Job Arbitrator will make an immediate oral pronouncement unless otherwise agreed between themselves and the Parties and such pronouncement will be confirmed in writing within forty-eight (48) hours if practical.
6. The Parties agree that they do not wish to be bound by rigid formal arbitration procedures however, for the purposes of conducting orderly procedures, the following guidelines shall generally be observed:
 - (a) The question or issue is to be defined. (If the question or issue is in dispute and the Parties cannot agree, the Job Arbitrator is authorized to determine such question or issue).

- (b) The moving Party will present its case without interruption. (Witnesses may be cross examined). Such Party will rest subject to right of rebuttal.
 - (c) The respondent Party will then present its case without interruption. (Witnesses may be cross examined). This Party then rests, subject to rebuttal.
 - (d) Rebuttal, if any, by moving Party. Followed by rebuttal, if any, by respondent.
7. The Job Arbitrator is bound to make a clear concise ruling on the ISSUE OR QUESTION presented, and is not authorized to rule upon, or enter into general comment upon, any other issue.
 8. The Job Arbitrator is directed to write his decision as briefly and concisely as possible. The decision shall briefly outline the issue, facts, background, position of complainant, position of respondent, observations of Job Arbitrator (if necessary) and decision.
 9. The Job Arbitrator shall not make unnecessary editorial comments, or suggestions to the Parties.
 10. Decisions shall be written in language which avoids the use of legal jargon; layperson's language shall be used.
 11. Past decisions are final and binding unless they have been successfully appealed or unless the Collective Agreement has been changed respecting the situation that existed thereby rendering the decision no longer applicable.
 12. The Job Arbitrator's attention is drawn to Articles 6.02(f) and 6.05(a) and (b) of the Collective Agreement and he/she is directed to rule strictly in accordance with these sections.

Vancouver, B.C.
March 25, 1980

#29 Joint Industry Labour Relations Committee

Re: Job Arbitrator Appointment Letter

Pursuant to the Collective Agreement between the British Columbia Maritime Employers Association and the International Longshoremen's and Warehousemen's Union - Canadian Area, dated March 31, 2016, and in light of conversation with you, you are hereby appointed as Alternate Job Arbitrator by the parties to said Collective Agreement effective February 1, 2016.

Accordingly, this letter is to be considered your instrument of appointment as Alternate Job Arbitrator pursuant to Article 6, Section 6.01, Subsection (a) of said Collective Agreement, a copy of which is enclosed for your information and guidance.

Also enclosed is a copy of the guidelines, procedures and clarifications agreed upon by the Joint Industry Labour Relations Committee concerning the Job Arbitrator (including Alternate Job Arbitrator) and by which you are bound.

The functions, duties and responsibilities of the Job Arbitrator (Alternate Job Arbitrator) are contained in Article 6 of said Collective Agreement. Regarding the issuing of a "direction or order" as referred to in Article 6, Section 6.04, Subsection (a), para (i), the Parties intend that the Job Arbitrator (Alternate Job Arbitrator) shall make a positive, not a negative, "direction or order". Accommodation respecting vacation periods will be arranged between yourself and the Job Arbitrator. During other periods when the Job Arbitrator is unavailable you will act in his/her place and compensation for such periods will be arranged between the Job Arbitrator and yourself.

Your signature, as provided for hereunder, will be deemed to be your acceptance of your appointment as Alternate Job Arbitrator, subject to the requirements and conditions herein stipulated.

Yours very truly,

J. Vogt
Chairman - Association Representatives
Joint Industry Labour Relations Committee

R. Ashton
Chairman - Union Representatives
Joint Industry Labour Relations Committee

Ref. August 15, 2016

Vancouver, B.C.
June 26, 2019

The Joint Industry Labour Relations Committee agrees that the Job Arbitrator (including Alternate Job Arbitrator) will be bound by the following guidelines, procedures and clarifications:

1. The functions, duties and responsibilities of the Job Arbitrator are contained in Article 6 of the Collective Agreement. Regarding the issuing of a “direction or order” as referred to in Article 6, section 6.04, subsection (a), para (i), the Parties intend that the Job Arbitrator shall make a positive, not a negative, “direction or order”.
2. The Job Arbitrator is entitled to issue a decision with only one Party present only after all reasonable efforts to reach the other Party have failed.
3. If one of the Parties refuses to participate in an arbitration the Job Arbitrator is required to hear the matter and make a decision.
4. The Parties agree that there will be reasonable rules of conduct in arbitration hearings such as:
 - (a) one spokesperson for each Party.
 - (b) no cross fire.
 - (c) no abusive language or conduct.
5. In accordance with Article 6.04 (a)(i) the Job Arbitrator will make an immediate oral pronouncement unless otherwise agreed between themselves and the Parties and such pronouncement will be confirmed in writing within forty-eight (48) hours if practical.
6. The Parties agree that they do not wish to be bound by rigid formal arbitration procedures however, for the purposes of conducting orderly procedures, the following guidelines shall generally be observed:
 - (a) The question or issue is to be defined. (If the question or issue is in dispute and the Parties cannot agree, the Job Arbitrator is authorized to determine such question or issue).

- (b) The moving Party will present its case without interruption. (Witnesses may be cross examined). Such Party will rest subject to right of rebuttal.
 - (c) The respondent Party will then present its case without interruption. (Witnesses may be cross examined). This Party then rests, subject to rebuttal.
 - (d) Rebuttal, if any, by moving Party. Followed by rebuttal, if any, by respondent.
7. The Job Arbitrator is bound to make a clear concise ruling on the ISSUE OR QUESTION presented, and is not authorized to rule upon, or enter into general comment upon, any other issue.
 8. The Job Arbitrator is directed to write his decision as briefly and concisely as possible. The decision shall briefly outline the issue, facts, background, position of complainant, position of respondent, observations of Job Arbitrator (if necessary) and decision.
 9. The Job Arbitrator shall not make unnecessary editorial comments, or suggestions to the Parties.
 10. Decisions shall be written in language which avoids the use of legal jargon; layperson's language shall be used.
 11. Past decisions are final and binding unless they have been successfully appealed or unless the Collective Agreement has been changed respecting the situation that existed thereby rendering the decision no longer applicable.
 12. The Job Arbitrator's attention is drawn to Articles 6.02(f) and 6.05(a) and (b) of the Collective Agreement and he/she is directed to rule strictly in accordance with these sections.

Ref. March 25, 1980

Vancouver, B.C.
June 26, 2019

#30 Joint Industry Labour Relations Committee

Re: Joint Industry Labour Relations Committee Subcommittee

The Joint Industry Labour Relations Committee agrees to the establishment of a Subcommittee which shall consist of one member appointed by each Party. Such Subcommittee shall meet, as required, in an effort to resolve issues referred to the Joint Industry Labour Relations Committee by (a) the Port Labour Relations Committee(s) and (b) appeals of summary dispositions submitted by either Party.

The Subcommittee shall submit to the Joint Industry Labour Relations Committee a report containing their recommendations respecting all matters before the Subcommittee.

The Joint Industry Labour Relations Committee may adopt, amend or reject the recommendations of the Subcommittee in part or in total. Recommendations of the Subcommittee shall have no status until such time as they have been ratified by the Joint Industry Labour Relations Committee.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. May 15, 1987

Vancouver, B.C.

April 29, 1992

Joint Industry Labour Relations Committee

To: Chairs - Port Labour Relations Committees
(per Addressee list attached)

Dear Sirs/Mesdames,

Re: Joint Industry Labour Relations Committee Document #30
Joint Industry Labour Relations Committee Subcommittee

Please be advised that unresolved issues from Port Labour Relations Committees and appeals of summary dispositions are to be referred directly to the Subcommittee which was established pursuant to the above-mentioned document.

Referrals must be in compliance with time limits specified in Step No. 4 of the Grievance Procedure and be forwarded to the following subcommittee members:

Director Labour Relations	and	First Vice President
BCMEA		ILWU - Canadian Area

It is hoped that this will expedite final resolution of these matters.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
April 29, 1992

#31 Joint Industry Labour Relations Committee

Re: Joint Industry Training Rules

It is agreed that the Joint Industry Training Committee shall consist of not less than two and not more than five representatives from each Party.

The Joint Industry Training Committee shall meet at least quarterly, or more frequently if required, to deal with matters involving the training of waterfront employees, as required under the BCMEA/ILWU - Canadian Area Collective Agreement, pursuant to ARTICLE 8 of such Collective Agreement, including the planning of apprenticeship and other training programmes.

Planning

1. To arrange for training of waterfront employees in the various specialist categories as required by the Industry from time to time. The number of employees to be trained and the selection of suitable trainees in each category to be determined by the appropriate Port Labour Relations Committee; any difference in this regard to be referred to the Joint Industry Training Committee.
2. To establish the standards of competency which must be obtained before job ratings are granted.
3. To establish and maintain a record of all rated employees by category.
4. To analyze each job in terms of standards required of prospective trainees:
 - a. Previous employment and experience
 - b. Education standards
 - c. Manual skill and dexterity
 - d. Physical health standard
 - e. Age limit
 - f. Responsibility for materials, tools and equipment
 - g. Appreciation of responsibility for safety

Selection of suitable trainees

The selection of employees for training to be in accordance with their individual ability to meet the required standards for the particular category to be trained, and with due regard to their individual:

- a) Past record (work record and hours of work)
- b) Personality (ability to get along with others)
- c) Potential to the Industry

Applicants meeting the standard of selection as outlined above will then be given an opportunity for training in order of seniority.

Supervision of programmes and trainees

1. Over-all responsibility for training programmes will be vested in the Joint Industry Training Committee.
2. Trainees will come under the direction of the Instructor, Superintendent and/or Foreperson, while instruction is taking place “on the job”.
3. Any misconduct or unruly behaviour will result in the trainee’s instant dismissal from the course.
4. Employees who have been granted a rating shall, if unfavourable reports are received from the employers pertaining to their ability to perform their duties, be subject to review and removal of their rating where necessary, in accordance with Article 3, Section 3.01(d) of the Collective Agreement.
5. In cases where both theoretical and practical instruction may be necessary, trainees must meet the established standards under the theoretical phase, before being given practical instruction.

6. While under training a trainee must show reasonable progress each day, failing this, the employee may be dropped from the course.
7. Trainees shall be given a fair opportunity to prove themselves, and, with the approval of the Training Committee, an employee may have the period of instruction extended.

Availability of trainees

1. Employees accepted for training must make themselves available for training when required.
2. Where it is felt that a trainee requires further instruction, it shall be continued with a minimum of delay, provided, in the opinion of the Port Labour Relations Committee, the trainee has the potential to achieve the rating within a reasonable time.
3. While involved in Training Programmes, employees will not be subject to existing despatch regulations, i.e. there shall be no restrictions with regard to moving trainees from one training site to another.

Wage payment while undergoing training

Trainees will be paid at the hourly straight time base rate of wages (excluding skill differentials) during training, including Saturdays and evening lectures. However, when “on the job” training is necessary, the wages paid should be in accordance with the schedule of wages as set out in the Collective Agreement.

Granting and servicing of ratings

Upon completion of the prescribed course of training to the satisfaction of the Parties, the appropriate Port Labour Relations Committee shall have the exclusive authority to grant ratings.

All employees who are trained and granted ratings shall be required to service their ratings, in accordance with the appropriate Despatch Rules and Regulations, for a period of not less than 12 months' duration and thereafter unless otherwise authorized in writing by the appropriate Port Labour Relations Committee.

R.V. Wilds
 Chair - Association Representatives
 Joint Industry Labour Relations Committee

G.S.C. Westrand
 Chair - Union Representatives
 Joint Industry Labour Relations Committee

Ref. October 11, 1966, February 9, 1973, March 23, 1976,
 January 27, 1977, November 4, 1980

Vancouver, B.C.
 April 29, 1992

#32 Joint Industry Labour Relations Committee

Re: Joint Port Despatch Committee Vancouver (Former)

The Parties agree that the expunging of the Joint Port Despatch Committee (Vancouver) and the re-assignment of duties to the Port Labour Relations Committee is not intended to alter the rules with regard to the resolution of disputes concerning despatch related matters and that such disputes, if not resolved by the Port Labour Relations Committee, may be referred by either Party to the Joint Industry Labour Relations Committee. If not resolved by the Joint Industry Labour Relations Committee, the dispute may be referred by either Party to the Industry Arbitrator and such dispute shall be heard expeditiously.

The cost of an Industry Arbitration convened for the purpose of resolving disputes referred to above shall be shared equally between the Parties.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. April 24, 1990

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #33

Re: Jury Duty

Respecting Jury Duty, the Joint Industry Labour Relations Committee hereby agrees that Union members will be entitled to payment for Supreme Court Jury Duty, effective from February 1, 1980, on the following basis:

1. To qualify for Jury Duty a Union member must have worked at least 80% of the total average Union member hours of their Local under the terms of the BCMEA/ILWU - Canadian Area Collective Agreement in the three calendar months immediately preceding attendance on Supreme Court Jury Duty. Each graveyard shift worked will be recorded as eight (8) hours rather than six and one-half (6 ½) hours. (Consideration shall be given to employees who, during such three calendar months, are drawing benefits from the Weekly Indemnity provision of the Welfare Plan, Workers' Compensation or the Supplementary Unemployment Benefit Programme. Persons on earned vacation to which they are entitled shall have such vacation period considered as time worked provided such vacation is scheduled in advance).
2. Any Union member who maintains "A" coverage under the ILWU – Employer Association Health and Benefit Plan will also qualify for Jury Duty.
3. Payment will only be made for days actively engaged in Supreme Court Jury Duty.
4. If qualified, the Union member will receive a per diem payment for days actually sitting on Supreme Court duty of 8 hours x the basic straight time hourly rate of wages, less the wage portion of the daily reimbursement from the Supreme Court.
5. Payment will be made upon receipt of an application form (copy of which is attached hereto) accompanied by an official Jury Duty Form.

M. Leonard
Chair - Association Representatives
Joint Industry Labour Relations Committee

M. Gordienko
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. March 25, 1980, November 4, 1980, April 29, 1992

Vancouver, B.C.
June 1, 2014

BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION400 - 349 Railway Street, Vancouver, B.C. V6A 1A4
Fax Number (604) 688-9570 . Telephone Number (604) 689-7184**Jury Duty Application**
Supreme Court and County Court

Name _____ Work number _____
 Address _____ Phone number _____
 _____ Postal Code _____

*** OFFICIAL JURY DUTY FORM MUST ACCOMPANY THIS CLAIM ***
 (Form available from the Sheriff's Office upon request)

Dates attended Court; _____ Days Inclusive

Dates worked in the same period; _____ Days Inclusive

NUMBER OF DAYS CLAIMED _____

Date _____ Signed _____

For administrative use only

Month	Local hours	80%	Worked	Other hours	Total
Total					
Average					

Qualified Yes No

Proof of Court Jury Duty _____

Payment = 8 Hours x \$ _____ Straight Time x _____ Days = \$ _____

Less Daily Reimbursement from Court _____ = \$ _____
 (Not including Fares and Expenses)

Net Amount = \$ _____

Payment Authorized _____ Date _____

#34 Joint Industry Labour Relations Committee

Re: Leave of Absence Form

The Joint Industry Labour Relations Committee hereby agrees to the adoption and implementation of a Leave of Absence form, a copy of which is attached hereto.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. September 24, 1968, February 9, 1973, March 23, 1976,
January 27, 1977, November 4, 1980

Vancouver, B.C.
April 29, 1992

APPLICATION FOR LEAVE OF ABSENCE

NAME _____

NUMBER _____ UNION LOCAL _____

LEAVE OF ABSENCE REQUESTED from _____ to _____

REASON FOR REQUEST _____

SIGNATURE OF APPLICANT _____ Date _____

UNION LOCAL AUTHORIZATION
FOR SUBMITTING APPLICATION _____ Date _____

ASSOCIATION APPROVAL OR
REJECTION OF APPLICATION Approved Rejected

_____ Date _____

* * * * *

REMARKS: (This space for Association Office use only)

#36 Joint Industry Labour Relations Committee

Re: Log Loading Operations - Bella Coola, Kimsquit,
Rivers Inlet, B.C.

The JILRC hereby agrees as follows:

The Parties recognize that, due to the sporadic nature of the work in connection with loading the subject logs, the Collective Agreement cannot be, nor is it intended to be applicable to such operations. At the same time, it is the intent of the Parties that certain items be consistent where practicable with the BCMEA - ILWU Canadian Area Collective Agreement. Such items include:

1. Scope.
2. Recognized Holidays and Vacation Pay.
3. Wages, overtime rates, shift differentials and commodity rates.
4. Appropriate mainland gang sizes.
5. Hours of Work (Except when daylight permits, hours of work may be extended to a maximum of 12 hours).
6. Employees will be subject to disciplinary action if their performance or conduct is unsatisfactory.
7. If any difference arises concerning the meaning and application of this document, work will continue to be performed and the matter will be dealt with by the Parties. Any unresolved dispute will be submitted to the Industry Arbitrator for a final and binding decision.
8. An ILWU member will be designated by the Union, to be employed as a member of the Bella Coola work force, on each and every Log Loading Operation, in accordance with this document.
9. BCMEA welfare contributions to be deposited in a jointly administered fund for the purpose of enhancing health services in the Bella Coola area.

10. A work force will be maintained at Bella Coola to fulfill the Employer's topside labour requirements. Such work force will travel, as required, to Kimsquit and Rivers Inlet. Employees will be recruited locally in Bella Coola, Kimsquit and Rivers Inlet to perform unrated work.
11. Any changes in the rates or conditions set forth in items 1 to 7, above, will be consistent where practicable with any changes in the BCMEA - ILWU Canadian Area Collective Agreement.
12. One year from date of signing, this document is to be reviewed by the JILRC.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. June 24, 1982, June 14, 1984

Vancouver, B.C.
April 29, 1992

#37 Joint Industry Labour Relations Committee

Re: Log Loading Operations - Bulk or Log
Carrier Type Vessels

The Joint Industry Labour Relations Committee hereby agrees that when loading logs and the nature of the operation requires that employees use peavies on a regular basis one additional holdperson will be added to the gang.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. July 14, 1970, February 9, 1973, March 23, 1976, January 27, 1977, November 4, 1980

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #38

Re: Log Loading Operations previously known as Port Alberni Outports including but not limited to Barr Creek, Chamiss Bay, Gold River, Kultus Cove, Port Alice and new operations similarly located, and covered under this Memorandum by Joint Agreement in the future.

The Parties recognize that, due to the sporadic nature of the work in connection with loading the subject logs, the Collective Agreement cannot be, nor is it intended to be totally applicable to such operations agreed upon. This memorandum is intended to allow both Parties to pursue work opportunities in remote Port areas where employees are required to stay overnight from the start to finish of a vessel. Amendments to the Collective Agreement and changes to past practices are specifically stated in this Memorandum as follows:

1. Gang sizes despatched from Chemainus Despatch Hall:

Bulk or Log Carrier Type Vessels

- Registered gangs (as per Collective Agreement (Article 19))
- Extra boommen as required by the Employer (as per Collective Agreement Article 19)
- First aid attendant as required
- Gear person as required

2. Employees despatched to remote port work shall receive six (6) hours total travel time at the straight time base rate of pay plus a Living out Allowance (L.O.A.) as described in section five of this document, this will be defined as a travel day. Travel days shall be paid for:

- Travel from Chemainus despatch Hall to any named remote port

- Travel return from any named remote port to the Chemainus Despatch Hall
- Travel from one named remote port to another

There will be no additional travel paid for all areas covered by this Memorandum including travel by road, crew boat, ferry, crew bus or any other mode of transportation. There shall be no travelling time payable between living out accommodation and the job site (includes travel by ferry, crew bus or other mode of transportation); except as outlined in section five (5).

3. When circumstances occur requiring flexibility in times of travelling from accommodation to job site, employees shall be required to make themselves available for transportation to the job site no earlier than 07:00. Regardless of the time employees arrive at the work site no Employee shall be required to commence work prior to 08:00 on any day. When arranging return transportation at the end of the shift or shift extension it shall be done so promptly at 16:30 or the finish of operation.

4. The Employer shall determine the number of gangs required for remote port work and retains the right to release gangs at their option. However, the mutual intent of the parties is to retain the ordered labour for the duration of the vessel loading when possible.

5. Reimbursement of food and fuel expenses shall be paid out as a Living Out Allowance. The rates shall be \$100.00 for each of the travel days and \$75.00 for each working or layover day.

6. All employees shall be provided accommodation by the Employer with two employees sharing each room. Gender shall be kept separate with regard to room assignment and shall not be a determining factor in obtaining remote port work.

7. When daylight hours permit, loading operations may be extended by one (1) or two (2) hours to a maximum of ten (10) hours at the option of the Employer.

8. Employees may work a three (3) or four (4) hour shift extension up to a maximum of twelve (12) hour shift, by mutual agreement of a representative of the Union and Employer with notification prior to the start of the shift. This extension is subject to daylight hours meaning that operations will cease at dark irrespective of the time.

9. Employees will travel to any remote port work as required on any working day including Sundays but not on a recognized statutory holiday as per Collective Agreement Article 10.01 unless by mutual agreement of a representative of the Union and a representative of the Employer.

10. No work will be performed on December 24 or December 31 as per Collective Agreement 10.01, 2, (a) however employees may be required to travel back to their home port on those days.

11. If any difference arise concerning the application of the Collective Agreement or this document, work will continue to be performed and the matter dealt with by the Parties. Any unresolved dispute will be submitted to the Industry Arbitrator for final and binding decision.

Jack Vogt
Chair - Association Representatives
Joint Industry Labour Relations Committee

Rob Ashton
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. August 9, 1988, April 29, 1992

Vancouver, B.C.
February 15, 2017

#39 Joint Industry Labour Relations Committee

Re: Log Loading Operations - Port Simpson, B.C.

The Parties recognize that, due to the sporadic nature of the work in connection with loading logs in Port Simpson, B.C., the Collective Agreement cannot be, nor is it intended to be, applicable to such operations. At the same time, it is the intent of the Parties that certain items be consistent where practicable with the British Columbia Maritime Employers Association/ International Longshore and Warehouse Union -Canadian Area Collective Agreement. Such items include:

1. Scope
2. Recognized Holidays and Vacation Pay.
3. Welfare contributions will be remitted annually to be used for the benefit of the Port Simpson Indian community.
4. Wages, overtime rates, shift differentials and commodity rates.
5. Appropriate gang sizes.
6. Hours of work.
7. Employees will be subject to disciplinary action if their performance or conduct is unsatisfactory.
8. If any difference arises concerning the meaning or application of this document, work will continue to be performed and the matter will be dealt with by the Parties. Any unresolved dispute will be submitted to the Industry Arbitrator for a final and binding decision.

Any changes in the rates or conditions set forth in items 1 to 8, above, will be consistent, where practicable, with any changes in the British Columbia Maritime Employers Association/ International Longshore and Warehouse Union - Canadian Area Collective Agreement.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. September 27, 1973, March 23, 1976, January 27, 1977
November 4, 1980

Vancouver, B.C.
April 29, 1992

#40 Joint Industry Labour Relations Committee

Re: Log Loading Operations - Queen Charlotte Island Areas

The JILRC hereby agrees as follows:

The Parties recognize that, due to the sporadic nature of the work in connection with loading the subject logs, the Collective Agreement cannot be, nor is it intended to be applicable to such operations. At the same time, it is the intent of the Parties that certain items be consistent, where practicable, with the BCMEA-ILWU Canadian Area Collective Agreement. Such items include:

1. Scope.
2. Recognized Holidays and Vacation Pay.
3. Wages, overtime rates, shift differentials and commodity rates.
4. Appropriate mainland gang sizes.
5. Hours of Work (Exception: when daylight permits, hours of work may be extended to a maximum of 12 hours).
6. The shift starting times may be deferred for up to one hour due to the lateness of daybreak during fall and winter months. Such arrangements will be consistent with the provisions of Article 21, Section 21.01(3) of the Collective Agreement.
7. Employees will be subject to disciplinary action if their performance or conduct is unsatisfactory.
8. If any difference arises concerning the meaning or application of this document, work will continue to be performed and the matter will be dealt with by the Parties. Any unresolved dispute will be submitted to the Industry Arbitrator for a final and binding decision.
9. An ILWU and Association representative will be present at Masset prior to the commencement of the first Log Loading Operation to jointly recruit, interview and register a suitable number of eligible employees for the performance of work required to be performed pursuant to this agreement. The

Parties agree to recruit such work force at Masset, Q.C.I. to fulfill the Employer's labour requirements including topside employees who will be trained on the job commencing with the first loading.

10. An ILWU member designated by the Union, will be employed as a member of the Queen Charlotte Island work force, on each and every Log Loading Operation, in accordance with this document.
11. BCMEA welfare contributions to be deposited in a jointly administered fund. After the one year period effective from the date of signing, the JILRC shall decide the status of this fund.
12. Any changes in the rates or conditions set forth in items 1 to 7, above, will be consistent where practicable with any changes in the BCMEA - ILWU Canadian Area Collective Agreement.
13. One year from date of signing, this document is to be reviewed by the JILRC.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. October 23, 1987

Vancouver, B.C.
April 29, 1992

#41 Joint Industry Labour Relations Committee

Re: LONGSHORING OPERATIONS SQUAMISH/
WOODFIBRE AREA

Respecting deepsea ship work and certain other work where a member of the British Columbia Maritime Employers Association has control of the work, as set forth in the “Scope” of the Collective Agreement, in the Squamish/Woodfibre area, the Joint Industry Labour Relations Committee agrees as follows:

1. In order to service ship, dock and certain other cargo handling operations in the Squamish/Woodfibre area, in accordance with the various staffing requirements, it is agreed that the following personnel will comprise the work force which shall be located in Squamish:
 - a) Regular Work Force:
 - A regular work force as required by any member employer in accordance with Article 21, Section 21.03 of the Collective Agreement.
 - b) Squamish/Woodfibre Work Force (Squamish Complement):
 - shall consist of a minimum of 56 active members as set forth in Addendum A.
 - A non-active member is any Complement member who is expected to be away from the job for more than thirty (30) days as jointly agreed at the time by an Association Representative and a Union Representative. (See Addendum B)
 - Persons referred to in this item 1(b) may be used to perform any work available in the Squamish/Woodfibre area when not required to service their respective rating(s). Such employees shall have first call on any and all the work set forth above in the Squamish/Woodfibre area.
 - c) Squamish/Woodfibre Work Force (Casual Employees):

- 15 local resident “A” Board casuals who will be trained and rated for lift truck/mobile equipment and checker and optionally First Aid and shall be despatched ahead of the Vancouver “A” Board.
 - 15 local resident “B” Board casuals who shall be despatched for late replacements, failures to show or replace, or the handling of lines. Additionally, they may be despatched for other work in the Squamish/Woodfibre area after Vancouver Union members and “A” Board casuals.
 - The work force described in this Section 1(c) will continue to be called back and/or knocked off in the same manner as was being done during 1991 and if any problems occur, the parties agree that they will meet on short notice with a view to finding a solution.
- d) Additional gangs and/or employees shall be despatched from Vancouver as required by the Employers.
- e) The size and composition of the work force described in items 1(a), 1(b) and 1(c), above, may be adjusted at any time to meet the requirements of the industry in the Squamish/Woodfibre area by reference to the Vancouver Port Labour Relations Committee. The Union pledges in good faith that the work force described in 1(a), 1(b) and 1(c) will be fulfilled at all times.
- f) The Association and the Union will develop a means by which to travel Squamish/Woodfibre rated employees to Vancouver when the Vancouver Despatch determines that such employees are required.
- g) When volumes drop below 150,000 tons in a three month period, eight (8) employees will be allowed to travel to Vancouver on a daily basis to secure employment, providing however that such employees will not be eligible to receive travel expenses on any day that Vancouver employees (excluding employees despatched as tradesperson listed in Schedule 4, #18) are travelling to

Squamish. Furthermore, such entitlement to travel shall be reduced in the following manner:

- 1st year 8 employees may travel
- 2nd year 6 employees may travel
- 3rd year 4 employees may travel
- 4th year 2 employees may travel
- 5th year 0 employees may travel

Subject to the provisions noted above, employees travelling in accordance with these provisions shall be entitled to be compensated for such travel time in accordance with the appropriate provisions of the Collective Agreement on any day when they travel and secure work in the Port of Vancouver.

- h) “Relocation Allowance” will be discussed in the event employees are relocated to Squamish from Victoria or Port Alberni to become part of the work force described in Section 1(b).
 - i) The Association will train mechanics for topside work and/or mobile equipment.
2. (a) Travelling time allowance from Squamish to Woodfibre and return shall be three quarters of one hour at the basic straight time rate (total one and one-half hours return) plus ferry fare, but no transportation allowance.
- (b) Squamish based employees working on deepsea vessels at Woodfibre only may be worked up to 12 hours on any normal working day. Time and one-half of the basic straight time rate shall be paid for the ninth hour (except when employees work the ninth hour after being released to eat in which event the ninth hour will be paid for at double the basic straight time rate) and double the basic straight time rate shall be paid for each additional hour. When called back to work following the 4:30 p.m. to 5:30 p.m. meal period, such employees will be paid a 4-hour minimum.

3. (a) Gangs or employees may be despatched from Vancouver to fulfil the requirements of the Squamish/Woodfibre area and they shall work in accordance with the Collective Agreement for all purposes.
- (b) Respecting additional gangs and/or employees despatched from Vancouver, travelling time allowance from Vancouver to Woodfibre and return shall be 2 hours each way at the basic straight time rate of pay (total 4 hours return) and 1½ hours (total 3 hours return) from Vancouver to Squamish and return. Employees despatched from Vancouver to Woodfibre or Squamish shall be available for transportation from Vancouver at 6:00 a.m. and 6:30 a.m., respectively, for day shift, 3:00 p.m. for night shift and 11:30 p.m. for graveyard shift. The Employer shall provide transportation and cover ferry fares for such gangs or employees.
4. If weather does not permit the ferry to return employees from Woodfibre, the Employer shall provide accommodation and meals in Woodfibre in which case no travelling time will be paid to such employees as long as they remain at Woodfibre.
5. For all other purposes the employees located in Squamish shall be governed by the Collective Agreement between British Columbia Maritime Employers Association and International Longshore and Warehouse Union - Canadian Area.
6. It is agreed that unwarranted absenteeism or non-availability will result in employees involved being released from the Squamish/Woodfibre work force.
7. Subject to the Association's Allocation Rules, and in recognition that ratings are to be serviced and that there must be a fair and equitable distribution of the available labour, the following despatch procedures will be observed in the despatch of the Squamish/Woodfibre work force:
 - a) Employees will be accorded a pick of the available ship or dock jobs on a 1st, 2nd and 3rd pick basis and at the

same time declare if they will accept surplus unrated work. The Despatch will be advised of these choices at the time the employee plugs in.

- b) Head Linesperson will be despatched as part of each lines crew. The Head Linesperson will be selected on the same basis as in Vancouver and will have similar responsibilities.
- c) Employees working on the dock (day shift) will be released, upon the arrival of a ship on the following day.
- d) Rated employees who plug in will be available to service their respective ratings but will not be required to accept non-rated surplus work.
- e) Vancouver employees will be released from rated jobs to accommodate Squamish/Woodfibre rated employees who plug in. An employee working in Squamish on the day shift will not be despatched to Woodfibre to work an extension.
- f) Winch drivers will be despatched before hatchtenders.
- g) An information tape will be maintained to provide as accurate as possible information on work available in the Squamish area.

The Association will either add an additional telephone line or introduce some other electronic medium to facilitate improved communications between the Squamish/Woodfibre work force and the Despatch Centre.

- h) When no ships are working, the despatch will be done on a low hours out basis for unrated work. Employees will be required to service their ratings when necessary.

8. Despatching times for all work:

8:00 a.m. start

- 4:30 p.m. - 5:30 p.m. (Release or callbacks - 4:00 p.m.) - -
- Day previous - all work, Squamish based work force, by telephone.
- 4:30 p.m. - Day previous - Vancouver registered gangs - telephone tape.
- 5:45 p.m. - Day previous - all other Vancouver gangs and additional employees.
- 5:45 p.m. - 8:00 a.m. - Day previous - Squamish based casual employees, by telephone.

4:30 p.m. start

- 1:30 p.m. - 2:30 p.m. - On the day - all work, Squamish based work force, by telephone.
- 1:00 p.m. - On the day - Vancouver registered gangs - telephone tape.
- 2:45 p.m. or 3:00 p.m. - On the day - all other Vancouver gangs and additional employees.
- 2:45 p.m. - 4:30 p.m. - Squamish based casual employees, by telephone.

1:00 a.m. start

- 1:30 p.m. - 2:30 p.m. - Day previous - all work, Squamish based work force, by telephone.
- 1:00 p.m. - Day previous - Vancouver registered gangs - telephone tape.
- 4:00 p.m. - Day previous - all other Vancouver gangs and additional employees.
- 4:00 p.m. - 1:00 a.m. - Squamish based casual employees, by telephone.

9. Addenda A, B and C each initialled and dated Sept. 23, 1996 form part of this JILRC Document #41.

NOTE:

The Squamish/Woodfibre document dated March 25, 1992 and Addendum dated April 29, 1992 shall cease to exist upon signing of this Memorandum.

F.A. Pasacreta
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref: April 24, 1973, May 23, 1973, January 27, 1977,
November 4, 1980, March 25, 1992

Vancouver, B.C.
Date: September 2010

ADDENDUM A
Re: Numbers/Categories

The respective Categories of the Squamish Complement shall be comprised as follow:

Topside Category	- 15 Topside and Ship Gantry rated employees
Machine Category	- 16 Machine rated employees
Checkers Category	- 2 Checkers
First Aid Category	- 2 First Aid Attendants
Mechanics Category	- 2 Heavy Duty Mechanics
Waterboy	- 1 employee
Dock Category	- 6 employees
Hold Category	- 12 employees

Notwithstanding the above:

1. A minimum of 20 active Topside and Ship Gantry rated employees shall be maintained at all times. In this respect, Complement members may be trained for Topside and Ship Gantry as may be required to accommodate any unforeseen shortfalls. Over and above 20 Topside and Ship Gantry rated employees, a minimum of 16 employees shall be available with machine ratings.
2. Any addition into the Checkers, Waterboy and/or Dock Categories over what is set forth above shall be of a temporary nature only and shall be restricted to Complement members. The Union will advise the Association of the circumstances necessitating such addition, and the expected duration in that category.

Should the Union wish to add more employees of a permanent nature into the Checkers, Waterboy and/or Dock Categories than is set forth above, such additions must be over and above the 56 number in the Complement.

ADDENDUM B

Re: Replacements

When jointly agreed by a Union Representative and an Association Representative that a Squamish Complement member is expected to be away from the job for more than thirty (30) days, for whatever reason*, such member will be replaced through the Despatch on the first available Monday (5:45 p.m. Sunday) with an “Up to 28 day Replacement”. To ensure that 28 day Replacements are picked for the appropriate job category, Complement members shall give advance notice of their non active status to the Despatch Office by 5:00 p.m., Thursday. It is understood that a Union Representative must be notified before 12:00 noon on Friday of any member who has become non-active for verification. All requirements for 28 day Replacements will be placed on the 8:00 a.m. Saturday Work Information Tape, and will remain on the subsequent tapes until the job is despatched.

All such replacements will be placed in the applicable category and shall remain there until either the incumbent employee returns, or 28 days has expired, whichever is less.

In respect to 28 day replacements for the Topside Category, should the Despatch be unable to fill such requirement by Thursday of that week, the Union will be notified accordingly. Upon notification, the Union will permit a 28 day replacement to be despatched in whatever other category as may be mutually agreed between a Union Representative and an Association Representative.

The Association commits in good faith that there will be no abuse or gimmicking of the manner in which 28 day replacements are despatched.

- * That notwithstanding, it is understood that a Complement member subject to disciplinary action would not be replaced while any such action was being grieved and remained unresolved.

The Despatch Procedure will be as follows:

- A. Union members shall be given preference of employment.
- B. 28 day replacements shall be picked from the following sequence of opportunity:

- 1. Squamish Complement members.

Such members shall be entitled to indicate their wish for the job by telephone. However, any Complement member who becomes the 28-day replacement for another Complement employee shall have his/her own resultant vacancy immediately placed "on the counter" and despatched as per sequence of opportunity #2 through #5 below.

- 2. Vancouver Union members from the category in which the vacancy exists. In other words, if a 28 day replacement is required for the Complement Hold Category, such replacement shall be picked from the button on the Vancouver Hold Category.

- 3. Appropriate surplus button.

- 4. Squamish "A" Board Casuals.

Within the Squamish "A" Board group, sequence of opportunity will be according to seniority.

- 5. Vancouver Casuals.

- C. Subject to item A above, 28 day replacements will be last out within the respective category for the first week of their replacement period, following which they will assume the normal rotation. It is understood that any employee commencing a second or greater consecutive term as a 28 day replacement will not be last out in the first week of that subsequent term, but will remain in the normal rotation. Casual replacements shall remain last out.

- D. In circumstances wherein the incumbent employee has not returned to the job, and the 28 day replacement elects to leave the position before the 28 day period expires, he/she may be replaced for the balance of the 28 day period. In such an event, that position may be despatched on the next 5:45 p.m. despatch without any notice being required. Should no Union member fill the vacancy, the despatch may contact Squamish casuals by telephone.
- E. It is understood that any errors made in respect to the picking of 28 day replacements will not constitute a violation of the Collective Agreement, but will be immediately corrected on bringing the matter to the attention of the Despatch Manager or Squamish Despatcher.
- F. Items C and D above will be subject to review 90 days after signing this Document in order to ensure the spirit and intent of this Addendum is being fulfilled.

Vancouver, B.C.
September 2010

ADDENDUM C
Re: Squamish Casuals

To enable Squamish Casuals to obtain an opportunity to work in Vancouver when there is no work opportunity available to them in the Squamish/Woodfibre Area, the following is agreed upon:

All Squamish “A” Board and “B” Board casuals shall be given a visitor’s plate on the Vancouver Casual Boards based upon their individual Vancouver status.

The Squamish Casuals shall be the last despatched on their respective Vancouver Boards.

The Squamish Casuals shall not be entitled to be despatched from the hall to any work in Vancouver if there is work available for them in the Squamish/Woodfibre Area.

Squamish Casuals shall not be entitled to travel time from Vancouver to either Woodfibre or Squamish unless a work opportunity, other than a replacement(s), develops at Squamish or Woodfibre after they were previously advised by the Despatch Office that no such work opportunity existed on a particular shift.

Joint Industry Labour Relations Committee #42

Re: Numoor Equipment Ltd.

This will confirm our agreement with the terms and conditions of the attached Memorandum of Understanding dated January 5, 1988, with respect to the above-mentioned Company.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Attch.

Ref. January 6, 1988

Vancouver, B.C.
April 29, 1992

MEMORANDUM OF UNDERSTANDING

between

Grain Workers' Union - Local 333

and

International Longshore and

Warehouse Union - Local 500

and

International Brotherhood of Teamsters

Local 31

The Memorandum of Understanding is entered into between the undersigned Unions for the purpose of clarifying the work jurisdiction of the loading, and unloading, handling and movement of cargo on the facilities owned or controlled by Columbia Containers Ltd. (Numoor Equipment Ltd.)

Whereas for approximately 17 years employees of Columbia Containers Ltd. are and have been employed under Union Contracts of the three Unions herein;

Therefore it is agreed that the present hiring practice shall continue under the following formula:

- The operating of the trucks shall be performed by employees under the I.B.T. Local 31 Contract.
- The work in connection with the loading, unloading, handling and movement of cargo on the facility shall be performed by employees under the Grain Workers' Local 333 Contract,
- and one Regular Work Force or daily despatch employee, as determined by the employer, under the B.C.M.E.A./ I.L.W.U. Canadian Area Collective Agreement; and should the employer determine that additional longshore are required, they shall be employed in accordance with the provisions of such collective agreement.

Louis A. Kaufman, President,
I.L.W.U. - Local 500

D.S. Moore, President
Columbia Containers Ltd.
(Numoor Equipment Ltd.)

Subject to agreement

Bud MacInnes, President
Grain Workers' Union -
Local 333

between
B.C.M.E.A. and I.L.W.U.
Canadian Area

Spike Edwards, President
I.B.T. - Local 31

January 5, 1988

#43 Joint Industry Labour Relations Committee

Re: Order Cancellation and Despatch Times
- New Westminster

The Joint Industry Labour Relations Committee approves the attached schedule of Order, Cancellation and Despatch Times for New Westminster.

F.A. Pasacreta
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. February 9, 1973, March 23, 1976, January 27, 1977,
November 4, 1980, April 29, 1992, September 21, 1993
(#77), March 31, 1994, February 2, 1998

Vancouver, B.C.
May 2000

**DAILY ORDER, CANCELLATION AND DESPATCH
TIMES - NEW WESTMINSTER**

DEEPEA SHIP GANGS

Time of Shift Start	1:00 a.m.	8:00 a.m.	4:30 p.m.
Order Cancellation	1:00 p.m. Previous Day	4:00 p.m. Previous Day	1:00 p.m. On Day
Despatch	3:45 p.m. Previous Day	4:00 p.m. Previous Day	3:15 p.m. On Day

Working vessel callbacks on Day Shift must be reported to Despatch Hall by 3:45 p.m. each day.

DAILY ORDER, CANCELLATION AND DESPATCH TIMES - NEW WESTMINSTER

DEEPSEA SHIP SPARES (EXCLUDING REGULAR WORK FORCE)

Time of Shift Start	1:00 a.m.	8:00 a.m.	4:30 p.m.
Order	1:00 p.m. Previous Day	4:00 p.m. Previous Day	1:00 p.m. On Day
Cancellation	3:45 p.m. Previous Day	6:45 a.m. On Day	3:15 p.m. On Day
Despatch	3:45 p.m. Previous Day	6:45 a.m. On Day	3:15 p.m. On Day

Orders for replacements and additional employees for all work will be accepted and despatched at any time during hours Despatch Office is open.

DAILY ORDER, CANCELLATION AND DESPATCH TIMES - NEW WESTMINSTER

DOCK WORK (EXCLUDING REGULAR WORK FORCE)

Time of Shift Start	12:00 midnight/ 1:00 a.m.	7:00 a.m.	8:00 a.m.	3:30 p.m./ 4:30 p.m.
Order	1:00 p.m. Previous Day	4:00 p.m. Previous Day	4:00 p.m. Previous Day	1:00 p.m. On Day
Cancellation	3:45 p.m. Previous Day	4:00 p.m. Previous Day	6:45 a.m. On Day	3:15 p.m. On Day
Despatch	3:45 p.m. Previous Day	4:00 p.m. Previous Day	6:45 a.m. On Day	3:15 p.m. On Day

Orders for replacements and additional employees for all work will be accepted and despatched at any time during hours Despatch Office is open.

Despatch for 6:00 a.m. shall be at 5:45 p.m. the previous day or at such other times and under such other arrangements as may be mutually agreed by the Parties.

DAILY ORDER, CANCELLATION AND DESPATCH TIMES - NEW WESTMINSTER

COASTWISE OPERATIONS (EXCLUDING REGULAR WORK FORCE)

Time of Shift Start	12 midnight/ 1:00 a.m.	7:00 a.m.	8:00 a.m.	12:00 noon/ 1:00 p.m.	3:30 p.m./ 4:30 p.m.	Cruise Vessels Only 4:00 p.m./5:00 p.m.
Order	1:00 p.m. Previous Day	4:00 p.m. Previous Day	4:00 p.m. Previous Day	4:00 p.m. Previous Day	1:00 p.m. On Day	1:00 p.m. On Day
Cancellation	3:45 p.m. Previous Day	4:00 p.m. Previous Day	6:45 a.m. On Day	7:00 a.m. On Day	3:15 p.m. On Day	3:15 p.m. On Day
Despatch	3:45 p.m. Previous Day	4:00 p.m. Previous Day	6:45 a.m. On Day	7:00 a.m. On Day	3:15 p.m. On Day	3:15 p.m. On Day

Orders for replacements and additional employees for all work will be accepted and despatched at any time during hours Despatch Office is open.

1:00 A.M. AND 8:00 A.M. DECEMBER 26 AND JANUARY 2

Time of Shift Start	12:00 midnight, 1:00 a.m., 7:00 a.m. and 8:00 a.m.
Order/Cancellation	<p>Gangs: 12:00 noon December 24 and 31 Employees: 12:00 midnight, 1:00 a.m. and 7:00 a.m. work - 12:00 noon, December 24 and 31 8:00 a.m. work - 7:00 a.m., December 26 and January 2</p>
Despatch	<p>Gangs: 1:00 p.m. December 24 and 31 Employees: 12:00 midnight, 1:00 a.m. and 7:00 a.m. work - 1:00 p.m., December 24 and 31 8:00 a.m. work - 7:00 a.m., December 26 and January 2</p>

All despatch times other than those stated above will be as per regular Order/Cancellation/Despatch Times.

#43A Joint Industry Labour Relations Committee

Re: Order Cancellation and Despatch Times - Vancouver

The Joint Industry Labour Relations Committee approves the attached schedule of Order, Cancellation and Despatch Times for Vancouver and Squamish/Woodfibre.

O.S. Athwal
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. March 31, 1994, May 2000

Vancouver, B.C.
January 2008

DAILY ORDER, CANCELLATION AND DESPATCH - VANCOUVER AND SQUAMISH/WOODFIBRE

DEEPEA SHIP WORK & UNRATED DOCK LABOUR SERVICING SHIP GANGS

Time of Shift Start	1:00 a.m.	8:00 a.m.	4:30 p.m.
Order/Cancellation	1:00 p.m. Previous Day	4:00 p.m. Previous Day	1:00 p.m. On Day
Despatch	REGISTERED GANGS 1:00 p.m. Previous Day - Telephone Tape All other Deepsea Shipwork & Dock labour 4:00 p.m. Previous Day or following completion of despatch for 3:30/4:30 p.m. start (Whichever is later)	Vancouver & Squamish/Woodfibre REGISTERED GANGS 4:30 p.m. Previous Day - Telephone Tape Vancouver Employees & Additional Gangs to Squamish/Woodfibre - 5:45 p.m. - Previous Day All other Deepsea Shipwork & Dock labour and additional employees - Squamish/Woodfibre 6:45 a.m. On Day	REGISTERED GANGS 1:00 p.m. On Day - Telephone Tape All other Deepsea Shipwork & Dock labour - Vancouver 3:00 p.m. On Day All other Deepsea Shipwork & Dock labour - Squamish/Woodfibre 2:45 p.m. * On Day

* For alternate Despatch Time see Black Book Document #78.

Orders for replacements for all work will be accepted and despatched at any time.

Orders for additional employees despatched as follows:

Day Shift 6:45 a.m. - 9:00 a.m. and 11:50 a.m.
Night Shift 4:30 p.m.
Graveyard Shift 1:00 a.m.

Telephone orders and despatch for Squamish, checkers and first aid attendants as per past practice.

DAILY ORDER CANCELLATION AND DESPATCH TIMES - VANCOUVER

ALL DOCK WORK (EXCEPT DOCK LABOUR SERVICING DEEPSEA VESSEL) AND REGULAR WORK FORCE)

*Time of Shift Start	1:00 a.m.	8:00 a.m.	4:30 p.m.	Vancouver 2:45 p.m. On Day
Order/Cancellation	3:15 p.m. Previous Day	Squamish/ Woodfibre 5:45 p.m. Previous Day	Vancouver & Additional Employees Squamish/ Woodfibre 6:30 a.m. On Day	Squamish/ Woodfibre 2:45 p.m. On Day
Despatch	4:00 p.m. Previous Day or following completion of despatch for 3:30/4:30 p.m. start (whichever is later)	Squamish/ Woodfibre 5:45 p.m. Previous Day	Vancouver & Additional Employees Squamish/ Woodfibre 6:45 a.m. On Day	Squamish/ Woodfibre 2:45 p.m. ** On Day

* The Order/Cancellation and Despatch Times for shifts advanced up to 1 hour, in accordance with provisions of the Collective Agreement, will be the same as those for normal shift starting times.

** For alternate Despatch Time see Black Book Document #78.

Order for replacements for all work will be accepted and despatched at any time.

Orders for additional employees despatched as follows:

Day Shift	6:45 a.m. - 9:00 a.m. and 11:50 a.m.
Night Shift	4:30 p.m.
Graveyard Shift	1:00 a.m.

Despatch for 6:00 a.m. shall be at 5:45 p.m. the previous day or at such other times and under such other arrangements as may be mutually agreed by the Parties.

Telephone orders and despatch for Squamish, checkers and first aid attendants as per past practice.

**DAILY ORDER, CANCELLATION AND DESPATCH TIMES – VANCOUVER
COASTWISE OPERATIONS (EXCLUDING REGULAR WORK FORCE)**

Time of Shift Start	12:00 midnight 1:00 a.m.	7:00 a.m.	8:00 a.m.	1:00p.m.	3:30 p.m. and 4:30 p.m	Cruise Vessels Only 4:00 p.m. and 5:00 p.m.
Order/ Cancellation	3:15 p.m. Previous Day	5:40 p.m. Previous Day	6:30 a.m. On Day	11:50 a.m. On Day	3:00 p.m. On Day	3:00 p.m. On Day
Despatch	4:00 p.m. Previous Day or following completion of despatch for night shift (whichever is later)	5:45 p.m. Previous Day	6:45 a.m. On Day	11:50 a.m. On Day	3:00 p.m. On Day	3:00 p.m. On Day

Orders for replacements for all work will be accepted and despatched at any time.

Orders for additional employees despatched as follows:

Day Shift 6:45 a.m. – 9:00 a.m. and 11:50 a.m.

Night Shift 4:30 p.m.

Graveyard Shift 1:00 a.m.

ORDER, CANCELLATION AND DESPATCH TIMES - VANCOUVER AND NEW WESTMINSTER

1:00 A.M. AND 8:00 A.M. DECEMBER 26 AND JANUARY 2

Time of Shift Start	12:00 midnight, 1:00 a.m., 7:00 a.m. and 8:00 a.m.
Order/Cancellation	<p>Gangs: 12:00 noon December 24 and 31 Employees: 12:00 midnight, 1:00 a.m. and 7:00 a.m. work - 12:00 noon, December 24 and 31 8:00 a.m. work - 7:00 a.m., December 26 and January 2</p>
Despatch	<p>Gangs: 1:00 p.m. December 24 and 31 Employees: 12:00 midnight, 1:00 a.m. and 7:00 a.m. work - 1:00 p.m., December 24 and 31 8:00 a.m. work - 7:00 a.m., December 26 and January 2</p>

All despatch times other than those stated above will be as per regular Order/Cancellation/Despatch Times.

Joint Industry Labour Relations Committee #44

Re: Order, Cancellation and Despatch Times - Prince Rupert

The Joint Industry Labour Relations Committee approves the attached schedule of Order, Cancellation and Despatch Times for Prince Rupert.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

attch:

Ref: October 11, 1984, April 29, 1992

Vancouver, B.C.

March 31, 1994

DAILY ORDER, CANCELLATION AND DESPATCH TIMES - PRINCE RUPERT

ALL WORK (SHIP, DOCK & COASTWISE)

DESPATCH OFFICE OPEN FOR DESPATCH 362 DAYS PER YEAR

* TIME OF SHIFT START	1:00 a.m.	8:00 a.m.	4:30 p.m.	Cruise Vessels Only (Coastwise) 4:00 p.m. and 5:00 p.m.
ORDER	3:30 p.m. Previous Day	3:30 p.m. Previous Day employees 5:00 p.m.	11:15 a.m. On Day Additional employees 3:30 p.m.	11:15 a.m. On Day Additional employees 3:30 p.m.
CANCELLATION	4:00 p.m. Previous Day	4:00 p.m. Previous Day	12:00 noon On Day	12:00 noon On Day
DESPATCH	4:00 p.m. - 5:00 p.m. Previous Day	4:00 p.m. - 5:00 p.m. Previous Day	12:00 noon On Day	12:00 noon On Day
DAY FOLLOWING CHRISTMAS DAY AND NEW YEARS DAY (ALL WORK)				
ORDER	11:15 a.m. Dec. 24 or Dec. 31	11:15 a.m. Dec. 24 or Dec. 31	11:15 a.m. On Day	11:15 a.m. On Day
CANCELLATION	12:00 noon Dec. 24 or Dec. 31	12:00 noon Dec. 24 or Dec. 31	12:00 noon On Day	12:00 noon On Day
DESPATCH	12:00 noon Dec. 24 or Dec. 31	12:00 noon Dec. 24 or Dec. 31	12:00 noon On Day	12:00 noon On Day

* The Order/Cancellation and Despatch Times for shifts advanced up to 1 hour, in accordance with provisions of the Collective Agreement will be the same as those for normal shift start times.

Despatch for 6:00 a.m. shall be at 5:45 p.m. the previous day or at such other times and under such other arrangements as may be mutually agreed by the Parties.

Vancouver, B.C.
April 29, 1993

Joint Industry Labour Relations Committee #45

Re: Order, Cancellation and Despatch Times –
Vancouver Island

The Joint Industry Labour Relations Committee approves the attached schedule of Order, Cancellation and Despatch Times for Vancouver Island.

J. Vogt
Chair - Association Representatives
Joint Industry Labour Relations Committee

R. Ashton
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. February 9, 1973, March 23, 1976, January 27, 1977,
November 4, 1980, May 2000

Vancouver, B.C.
June 26, 2019

ORDER CANCELLATION AND DESPATCH TIMES CENTRAL ISLAND DESPATCH

SHIFT	ORDER (up to)	CANCELLATION (up to)	DESPATCH
1:00 a.m. shift Daily	11:45 a.m. Previous Day	12:00 noon Previous Day	12:00 noon Previous Day
8:00 a.m. shift Daily	3:45 p.m. Previous Day	4:00 p.m. Previous Day	4:00 p.m. Previous Day
4:30 p.m. shift Daily except Recognized Holidays	11:45 a.m. On Day	12:00 noon On Day	12:00 noon On Day
4:30 p.m. shift Recognized Holidays)	3:45 p.m. Previous Day	4:00 p.m. Previous Day	4:00 p.m. Previous Day
1:00 p.m. shift (Coastwise)	10:00 a.m. On Day	10:00 a.m. On Day	10:00 a.m. On Day
Day following non-working holidays:			
1:00 a.m. & 8:00 a.m. shifts (Day following Labour Day)	3:45 p.m. Day before Labour Day	4:00 p.m. Day before Labour Day	4:00 p.m. Day before Labour Day
1:00 a.m. - 8:00 a.m. & 4:30 shifts (Day following Christmas Day)	11:45 a.m. Day before Christmas Day	12:00 noon Day before Christmas Day	12:00 noon Day before Christmas Day
1:00 a.m. & 8:00 a.m. shift (Day following New Year's Day)	11:45 a.m. Day before New Year's Day	12:00 noon Day before New Year's Day	12:00 noon Day before New Year's Day

Joint Industry Labour Relations Committee #46

Re: Personal Protective Equipment

Respecting the above, the Joint Industry Labour Relations Committee agrees that effective November 1, 1987, the following safety equipment must be worn by all employees and enforced by all employers in all Locals. Such requirement is in the interests of good accident prevention practices, and is required by Regulations which cover both ship and dock:

1. High viz vests* must be worn on all shifts by all employees working on a dock area or a ship including walking to and/or from a ship or place of employment:

Exemptions:

The following specific areas are exempt from the above-noted requirement.

- Tradesperson(s) when working in maintenance areas;
- Employees while inside a cab performing their job function of driving mobile or stationary equipment;
- Employees working inside a checker's building, first aid room, or working in specific dock areas where no mobile or stationary equipment is deployed in the operation;
- Drivers involved in the process on automobile Ro-Ro vessels at Annacis Auto Terminals and Fraser Wharves;
- Employees at cruise ship terminals provided the appropriate coveralls, as approved, (with appropriate reflective tape configuration sewn on) are worn;
- Such other categories as may be agreed upon by the Joint Industry Safety Committee.

Such vests will be supplied by the Industry and signed for by employees. Should a replacement vest be required as a result of inadvertent damage, a replacement vest shall be provided by the employer upon surrender of the damaged vest. Should a replacement vest be required for any other reason, such replacement vest shall be at the employee's expense.

- * As an alternative to high viz vests, an employee may elect to wear other high viz apparel, providing that such alternative high viz apparel has been pre-approved** by the Joint Industry Safety Committee. All pre-approved alternate forms of high viz apparel provided by the employee will be obtained solely at the expense of the individual employee.
 - ** Except for special circumstances, such pre-approval will only be granted provided the apparel has, as a minimum, reflective striping in the same configuration and dimension as the industry provided high viz vest.
2. Substantial footwear (i.e. work boots) made of leather or other material appropriate to the protection required must be worn on all shifts by all employees on all operations except employees regularly working inside a checker's building or first aid room, drivers involved in the process on automobile Ro-Ro vessels at Annacis Auto Terminals and Fraser Wharves, and/or such other categories as may be agreed upon by the Joint Industry Safety Committee. Such footwear will be provided by the employees.

R.V. Wilds
 Chair - Association Representatives
 Joint Industry Labour Relations Committee

G.S.C. Westrand
 Chair - Union Representatives
 Joint Industry Labour Relations Committee

Ref. Sept. 4, 1987

Vancouver, B.C.
 April 29, 1992

Joint Industry Labour Relations Committee #47

Re: Picket Lines - Authorized Officials

It is hereby agreed by the Parties to the Collective Agreement between British Columbia Maritime Employers Association and the International Longshore and Warehouse Union - Canadian Area that, with respect to ARTICLE 7, Section 7.05 of said Collective Agreement, the words, "the Union has informed the Association", contained therein, shall mean any one of the following officials of the Union, or their respective successors:

- Canadian Area President
- Canadian Area 1st Vice-President
- Canadian Area 2nd Vice-President
- Canadian Area 3rd Vice-President
- Canadian Area Secretary/Treasurer

informing the Employer through any one of the following officers of the Association:

- President
- Vice President – Labour Relations
- Director Labour Relations
- Manager Labour Relations
- Labour Relations Officer
- Labour Relations Assistant

R.V. Wilds

Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. January 5, 1968, February 9, 1973, March 23, 1976,
January 27, 1977, November 4, 1980

Vancouver, B.C.

April 29, 1992

#48 Joint Industry Labour Relations Committee

Re: Polish Fishing & “Mother” Vessels
Served by Global Marine (Canada) Inc.
Port of Vancouver

It is understood that this Memorandum of Agreement is without prejudice to either Party’s position in respect to any matter contained herein, and will not be used for any other purposes than to address the subject matter.

In respect to the loading of ship’s stores, it is agreed that for each Polish vessel which arrives into the Port of Vancouver for a stay exceeding 30 days, six longshore employees will be paid for one day only on the basis of eight hours at straight time. Such payment will allow the loading of stores for that vessel by the vessel’s crew to exceed two hours, without any further Union pay claim being imposed on the company irrespective of how long that vessel stays in port. All such vessels will be subject to this agreement upon each visitation made into the Port of Vancouver. Global Marine will advise the BCMEA and the ILWU, as soon as may be practicable, of the estimated times of arrival and departure of each Polish vessel entering into Port.

For those vessels scheduled to be in Port for less than 30 days, Global Marine hereby commits, as a measure of good faith and whenever possible, to advise the BCMEA as soon as may be practicable when a vessel will be loading ship’s stores in excess of two hours.

For either of the above situations, the BCMEA will in turn advise the Union for purposes of settling the issue of compensation.

It is agreed that vessel stores to be discharged from, or loaded onto a “mother” vessel for subsequent loading onto “daughter” vessels, either in port or at sea, are deemed to be cargo during the processes to and/or from the “mother” vessel.

Accordingly, Global Marine hereby commits that longshore employees will be employed to perform the work for those

processes; i.e. the loading and/or discharging of cargo to and/or from the “mother” vessel. In respect to the discharge of refuse material to the dock and/or to the scow from the above vessels, it is acknowledged that such material for the most part constitutes:

- 1) former parts or pieces of the ship’s structure and/or ship’s equipment which are being replaced and/or repaired; and/or
- 2) the packaging material of the new repair parts or spare parts and/or equipment for the vessel. Accordingly, it is agreed that the discharge of this refuse material overside of the vessel is not work covered under the BCMEA/ILWU Collective Agreement, as contemplated under Article 20.01 #7.

This Agreement will be reviewed in six months time from the date of signing, at which time either party may, upon one month’s notice in writing, terminate the agreement in its entirety.

R.V. Wilds
 Chair - Association Representatives
 Joint Industry Labour Relations Committee

G.S.C. Westrand
 Chair - Union Representatives
 Joint Industry Labour Relations Committee

Ref. January 5, 1990

Vancouver, B.C.
 April 29, 1992

#49 Joint Industry Labour Relations Committee

Re: Pool Car Loading

Respecting the request of a member Company that their clients be allowed to have the clients' representative check goods into railcars, the Joint Industry Labour Relations Committee agreed that such a proposal was reasonable and the arrangement is agreed upon with respect to any member Company, provided such representative does not perform any duties which will displace an employee covered by the Collective Agreement.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. April 21, 1970, February 9, 1973, March 23, 1976,
January 27, 1977, November 4, 1980

Vancouver, B.C.

April 29, 1992

Joint Industry Labour Relations Committee #50

Re: Processing Grievances

The Joint Industry Labour Relations Committee agrees that copies of the letter dated December 16, 1991 (copy attached) be sent to the addressees indicated therein and that an original signed copy be placed in the Black Book.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Attch:

Ref. October 20, 1970, February 9, 1973, July 23, 1974, March
23, 1976, January 27, 1977, November 4, 1980

Vancouver, B.C.

April 29, 1992

Joint Industry Labour Relations Committee

The Secretaries - ILWU Locals
 Business Agents - ILWU Locals
 Employer/Employee Representatives - Port Labour Relations
 Committees

Dear Sirs/Mesdames,

Re: Processing Grievances

This will inform you that the Association and the Union representatives on the Joint Industry Labour Relations Committee have decided as follows:

All joint Port Labour Relations Committees established pursuant to the terms of the British Columbia Maritime Employers Association/ International Longshore and Warehouse Union - Canadian Area Collective Agreement, shall jointly appoint a secretary who shall keep minutes of each meeting, which are to be signed on behalf of both Association and Union representatives, kept on file by each and available if required.

Minutes of Port Labour Relations Committee meetings should conform essentially to the following:

- a) date and place of meeting
- b) names of those present
- c) description of the grievance
- d) brief statement of respective positions
- e) decision reached (if any).

Copies of such pertinent minutes shall be forwarded to both the Chair of the Association's Representatives and the Chair of the Union's Representatives on the Joint Industry Labour Relations Committee, where a grievance is being processed to the Joint Industry Labour Relations Committee.

Similarly when, under Article 5, Section 5.03, Step No. 1 (b), a grievance is to be referred directly to Step No. 4 (Joint Industry Labour Relations Committee), minutes of the pertinent meetings of the Committee referred to therein shall be signed on behalf of both Association and Union representatives and forwarded to both the Chair of the Association's Representatives and the Chair of the Union's Representatives on the Joint Industry Labour Relations Committee.

When a grievance has not been settled at any Step in the Grievance Procedure prior to Step No. 4 (Joint Industry Labour Relations Committee) and it is desired to refer the dispute to the Joint Industry Labour Relations Committee, it is the responsibility of the party wishing to use Step No. 4 to refer such matter in writing to both the Chair of the ILWU – Canadian Area's Representatives and the Chair of the Association's Representatives on the Joint Industry Labour Relations Committee.

It should be noted that when a grievance arises it is the responsibility of the grievor to state the grievance clearly and in the manner stated initially it will proceed through all the Steps of the Grievance Procedure, as necessary.

The Joint Industry Labour Relations Committee also brings to the attention of those concerned that the time limits within which grievances must be submitted must be adhered to, otherwise the rights of the grievance machinery respecting such grievance are forfeited and the grievance automatically lost by default.

However, the time requirement for dealing with a grievance when it arises, where such grievance is of a local nature, may be extended by joint agreement, if further investigation or discussion is needed, otherwise the grievance is forfeited as above stated.

Yours very truly,

M. Leonard
Chair - Association Representatives
Joint Industry Labour Relations Committee

M. Gordienko
Chair, Union Representatives
Joint Industry Labour Relations Committee

Ref. April 29, 1992

Vancouver, B.C.
June 1, 2014

Joint Industry Labour Relations Committee #51

Re: Regular Work Force(s) Employees

The Joint Industry Labour Relations Committee agrees with the following clarifications in respect to Article 21.03(2) of the Collective Agreement:

- 1) It is established that “continuous employment” shall include consecutive daily employment, five shifts in a seven day period.
- 2) It is confirmed that the first day of the work week may be Sunday, Monday or Tuesday.
- 3) Should a Recognized Holiday occur during any particular work week, the following interpretation shall apply:
 - (a) If the regular work force employee is qualified under the general holiday provision of the Canada Labour Code, the payment of statutory holiday pay will be included as one of the five consecutive days of weekly employment.
 - (b) If the regular work force employee does not qualify under the general holiday provision of the Canada Labour Code, the Employer will be required to provide five consecutive days of employment (or pay) during that week.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. January 24, 1984

Vancouver, B.C.

April 29, 1992

#52 Joint Industry Labour Relations Committee

Re: Regular Work Force(s) Rotation

The Joint Industry Labour Relations Committee hereby agrees to accept and ratify the attached Regular Work Force Rotation document (ILWU - Local 500 - Vancouver) as discussed and recommended by the Vancouver Joint Port Despatch Committee on June 17, 1983. This ratification is subject to the following clarifications that have been raised subsequent to local level discussions.

1. It is understood that the term "on an annual basis" in item #1 of the document refers to the anniversary date of the incumbent Regular Work Force employee.
2. It is understood that the Union will not rotate an undue number of eligible persons in the same job category at the same time and that eligible rotations in the same job category will be spread out throughout the calendar year.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

attch:

Ref. July 22, 1983

Vancouver, B.C.

April 29, 1992

REGULAR WORK FORCE ROTATION
(ILWU, Local 500 - Vancouver)

Pursuant to the Letter of Understanding signed November 8, 1982 Re: Article 21 - Hours of Work, Section 21.03, Regular Work Force Employees, the following agreement is hereby recommended to the Joint Industry Labour Relations Committee for ratification and immediate implementation:

1. Regular Work Force positions will be reposted on an annual basis, with the following exceptions: Jobs held prior to 1966, compassionate postings, indentured apprentices, or as jointly agreed upon. However, the number of Regular Work Force positions that are subject to rotation on any site will be limited to ensure that no more than 20% of the Regular Work Force positions in any one Company will be rotated in any calendar year.

In the case of smaller sites employing less than 14 employees, rotation will not exceed the following limits in any calendar year. (1-5 = 1, 6-8 = 2, 9-11 = 3, 12 - 14 =4)

N.B. In the event that rotation would create undue hardship or dislocation on any particular site or situation, the respective representatives of the Joint Port Despatch Committee will meet with the representative(s) of that Company to resolve any outstanding problem.

2. The Union pledges in good faith that, in the event a Regular Work Force employee(s) is/are to be rotated, competent replacement Regular Work Force employee(s), suitable to each Company's requirements, will be despatched in a manner that will ensure continuity of employment in all Regular Work Force positions. Employees will not be rotated at a site if any Regular Work Force job vacancies in the same category have not been fulfilled in accordance with the requirements of that employer.
3. On the date of implementation of this agreement, and once annually thereafter, the Union will provide the Association with a list of Regular Work Force employees, by Company, that are subject to rotation pursuant to this Memorandum.

4. Job postings will be open to all employees, including the incumbents, and will open and/or close on the first and third Thursdays of each month and be posted in the Union Office and Despatch Hall, i.e. a job posted on the first Thursday of any month will close on the third Thursday of such month.
5. The Union will process applications immediately following close of applications and inform the Association by 09:00 hours Friday of any proposed change in Regular Work Force personnel including proposed replacement candidates.
6. The Regular Work Force employee being replaced will be advised that he/she has been rotated and will be given 7 days clear notice of termination by the employer. The replacement candidate will commence employment on the following Monday or possibly Tuesday in the event Monday is a Recognized Holiday or as may be mutually agreed.
7. In the event that the proposed candidate is not suitable to an employer, the incumbent Regular Work Force employee will continue in that job. Any question respecting the unsuitability of a particular candidate, if not resolved within a reasonable time, may be referred to the Joint Port Despatch Committee.

as recommended

Joint Vancouver Port Despatch Committee

For the BCMEA

For the ILWU (Local 500)

May 30, 1983

Joint Industry Labour Relations Committee #53

Re: B.C. Maritime Employers Association
ILWU - Canadian Area
Safety Regulations
Governing Vessels at British Columbia Ports

The Joint Industry Labour Relations Committee approves for immediate implementation the revised booklet above-cited (as recommended by the Joint Safety Committee on December 13, 1996) which supersedes the former booklet of the same title dated August 14, 1989.

F.A. Pasacreta
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
March 20, 1997



British Columbia
Maritime Employers
Association

500-349 Railway Street
Vancouver, B.C. V5A 1A4
Telephone: (604) 688-1155
Fax: (604) 684-2397

2

International
Longshoremen's &
Warehousemen's Union
Canadian Area

025-1880 Triumph Street
Vancouver, B.C. V5L 1K3
Telephone: (604) 254-8141
Fax: (604) 254-6183



JOINT SAFETY COMMITTEE

December 13, 1996

Mr. F.A. Pasacreta
Chair, Association Representatives
Joint Industry Labour Relations
Committee
#500 - 349 Railway St.
Vancouver, B.C.
V6A 1A4

Mr. T. Dufresne
Chair, Union Representatives
Joint Industry Labour Relations
Committee
#020 - 1880 Triumph St.
Vancouver, B.C.
V5L 1K3

Dear Sirs,

Re: Safety Regulations
Governing Vessels at British Columbia Ports
B.C. Maritime Employers Association and ILWU - Canadian Area
(White Safety Book)

The above-referenced, referred to in Black Book Document #53 has been reviewed by the Joint Safety Committee.

Resulting from the review, several changes were made and approved by the Committee.

The Joint Safety Committee recommends that the Joint Industry Labour Relations Committee approve the proposed revisions and issue a revised "White Safety Book".

A copy of the book containing the proposed revisions is attached.

Yours truly,

E. Skowronek
Co-Chair
Employers Representative - BCMEA
Joint Safety Committee

W. Sargent
Co-Chair
Employees Representative
ILWU - Canadian Area
Joint Safety Committee

Joint Industry Labour Relations Committee #54

Re: Second Meal Period

This will confirm that the Joint Industry Labour Relations Committee has agreed that in lieu of the second meal requirement pursuant to Article 21, Section 21.02(6) of the Collective Agreement between the British Columbia Maritime Employers Association and the International Longshore and Warehouse Union - Canadian Area, the Employer may pay each employee involved a meal allowance of \$15.00.

A meal will be provided by the Employer when the circumstance arises at a berth where there is no eating establishment sufficiently close by for the employees to leave the job, obtain a meal and get back to the job, within the recognized meal period; or where, for any reason, no eating establishment in the vicinity is open.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref: May 12, 1970, February 9, 1973, February 12, 1973,
March 24, 1976, January 27, 1977, November 4, 1980,
April 24, 1990, April 29, 1992

Vancouver, B.C.
March 31, 1994

#55 Joint Industry Labour Relations Committee

Re: Sideport Operations

- eg. Norsk Pacific Type Vessels
- B.C. Dock facility classifications
- ILWU operation (ship and dock)
- ILWU ship operation/industrial Union dock operation

With respect to sideport loading type vessels, the following definition relative to work procedure is agreed upon by the Joint Industry Labour Relations Committee:

“In the case of a BCMEA/ILWU operation (ship and dock), cargo may move freely from the place of rest on the dock onto the vessel’s sideport receiving facility to final stowage aboard the vessel (or vice-versa in the case of cargo discharge).”

“In the case of a BCMEA/ILWU ship operation/industrial Union dock operation, the millworkers will deliver cargo from the place of rest on the dock onto the vessel’s sideport receiving facility. Following such delivery, the cargo will be handled to the final stowage aboard the vessel by ILWU employees covered by the BCMEA/ILWU Collective Agreement.”

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. November 4, 1980

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #56

Re: Summary Dispositions - Authorized Officials

The Association authorizes the following personnel to institute Summary Disposition Proceedings on its behalf under the Collective Agreement between the International Longshore and Warehouse Union - Canadian Area and the British Columbia Maritime Employers Association:

President
Vice President – Labour Relations
Director Labour Relations
Manager Labour Relations
Labour Relations Officer
Labour Relations Assistant

M. Leonard

Chair - Association Representatives
Joint Industry Labour Relations Committee

The Union authorizes the following personnel to institute Summary Disposition Proceedings on its behalf under the Collective Agreement between the International Longshore and Warehouse Union - Canadian Area and the British Columbia Maritime Employers Association:

Canadian Area President
Canadian Area 1st Vice-President
Canadian Area 2nd Vice-President
Canadian Area 3rd Vice-President
Canadian Area Secretary/Treasurer

M. Gordienko

Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. February 9, 1973, March 23, 1976, January 27, 1977,
November 4, 1980, April 29, 1992

Vancouver, B.C.
June 1, 2014

#57 Joint Industry Labour Relations Committee

Re: Tradesperson - Certified Definition

The Joint Industry Labour Relations Committee hereby agrees upon the following definitions of tradesperson (certified) in Classification #1 of Article 17, effective from the date of presentation of any of the qualifications required in items #1 to #5, below.

1. A certificate of Apprenticeship issued by the B.C. Apprenticeship Branch.
2. A Tradesperson Qualification (TQ) Certificate issued by the B.C. Apprenticeship Branch.
3. Canadian Interprovincial Certificates acceptable to the B.C. Apprenticeship Branch.
4. Electrical "Exemption Permits" issued by the B.C. Apprenticeship Branch.
5. A Registered "A" Welder Certificate issued by the B.C. Apprenticeship Branch.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. October 5, 1983

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #58

Re: Tradesperson Operating Mobile Equipment

Respecting the above, the Joint Industry Labour Relations Committee agrees that tradespersons will operate mobile equipment, as required by the employer, in carrying out their duties and responsibilities.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. August 21, 1984

Vancouver, B.C.
April 29, 1992

#59 Joint Industry Labour Relations Committee

Re: Tradesperson Training

With respect to Apprenticeship Training, the Joint Industry Labour Relations Committee hereby agrees as follows:

Tradespersons undertaking night school or other classes authorized by the Industry Training Committee, for the purpose of upgrading their trade skills to certified tradesperson status, will be reimbursed for the costs of tuition and/or necessary books upon successful completion of the course.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. November 8, 1982

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #60

Re: Training - Casual Employees

In order to provide the necessary skill rated employees to adequately and efficiently service the industry, it is agreed that casual employees will be trained in required skill rated categories and shall be in numbers sufficient to adequately service the industry. Such program to train casuals will continue in the Port of Vancouver in accordance with the Joint Industry Labour Relations Committee Black Book Document #31 in the following skill rated categories and numbers, that will be maintained at the stated number levels:

- 60 - Topside (including Ship Gantry Crane and Wheat Specialty)
 - 10 of whom shall be trained as Dock Gantry Drivers after having been trained for Topside rating.
- 30 - Bulk Operators
- 30 - Switchperson
 - Confirmation of Casual Lift Truck Driver training presently in process.

Casual training requirements in other port areas and subsequent training requirements in the Port of Vancouver will be determined in accordance with the Joint Industry Labour Relations Committee Black Book Document #31 and in categories according to industry requirements.

The above casual training will in no way interfere with the established training programs for Union members which will be conducted on a parallel basis.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. November 8, 1982

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #61

Re: Training Simulator

The Joint Industry Labour Relations Committee agrees that the attached letter of agreement relative to the above-cited matter dated August 8, 1989, is hereby confirmed as being agreed upon and included in the "Black Book".

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

attch:

Ref. August 24, 1989

Vancouver, B.C.
April 29, 1992



British Columbia
Maritime Employers
Association

45 DUNLEVY AVENUE, VANCOUVER, B.C. V6A 3A3 • TELEPHONE (604) 688-1155 • FAX (604) 684-2307

August 8, 1989

Mr. D.P. Garcia,
President,
ILWU - Canadian Area,
#020 - 1880 Triumph Street,
Vancouver, B.C.
V5L 1K3

Dear Mr. Garcia,

Re: Training Simulator
(Dock Gantry - Ship Gantry
Pedestal Crane - RTG)

The BCMEA has been considering the acquisition of a training simulator for use in the above referenced training programs. Simulator training has numerous advantages not the least of which are the improved safety associated with off site training and a consistent structured training program not dependent on the availability of ship or dock equipment.

The acquisition of such a simulator is a costly venture and we are in the process of attempting to secure the necessary financing. In order to make this proposition viable we have approached the Western Diversification Program for their assistance. As you know, they have agreed to assist by providing approximately 44% of the project's capital cost. The remainder we will be required to finance through conventional means.

We will be concluding arrangements with the Western Diversification Program within the next two weeks. Prior to doing so however, we wish to confirm your support for and agreement to the acquisition of the simulator and its subsequent use for training purposes.

We have taken the liberty of providing a space for signature and propose that once signed, this letter be included in the Black Book.

Yours truly,

R.V. Wilds

President and Chief Executive Officer

ILWU - Canadian Area

agreed and accepted for
inclusion in the Black Book

#62 Joint Industry Labour Relations Committee

Re: Uninterrupted Operation(s), as Provided for
in Article 21, Section 21.05 of the Collective
Agreement - Neptune Bulk Terminals Ltd.

Respecting the above, the Joint Industry Labour Relations
Committee agrees to ratification of such Memorandum of
Agreement (copy attached hereto).

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

attch:

Ref. March 22, 1983

Vancouver, B.C.
December 16, 1991

Memorandum of Agreement

Re: Uninterrupted Operation(s), as Provided for in Article 21, Section 21.05 of the Collective Agreement at Neptune Bulk Terminals Ltd.

This will confirm our agreement relative to the above matter at a joint meeting on March 11, 1983 subject to ratification by the Joint Industry Labour Relations Committee.

It is understood that the 24 hour a day uninterrupted operation(s) will be effected as and when required by the employer on the coal system. Other dry bulk systems may be included in these arrangements provided the same conditions apply to those other dry bulk systems as are contained herein.

In consideration of the following, two bulk operators will be employed for each operating bulk machine as follows:

A. Bulk Operators

- Full flexibility of movement of bulk operators between all bulk machines. The bulk operator not relieving, not at lunch or coffee break, will be available for other operating duties e.g. but not restricted to gangway placement, oil buffer tank pumpout, etc.
- When moving from stacker reclaimer to railcar dumper, both operations will be considered as one until the dumper is in full operation.
- In the event of a shortage of bulk operators for whatever reason, the 24 hour a day uninterrupted concept will continue to be maintained by those bulk operators on the site.
- Bulk operators employed on an uninterrupted operation will relieve other bulk operators employed on the dry bulk system, as required by the employer, for coffee or other relief excluding meal period relief.
- Rotation and relief schedules to be posted in the lunchroom prior to shift start. Bulk operators assigned to start the shift will relieve the bulk operator from the previous shift on the equipment they are assigned to.
- Rotation schedules are designed so as to ensure all employees have coffee breaks and lunch periods but provide for the uninterrupted operation of the equipment 24 hours a day.

B. Maintenance Employees

- Maintenance employees will be assigned to and perform maintenance work on an uninterrupted basis as required by the employer.
- Ship Loading - shift starting times and meal periods will be advanced in accordance with Article 21 of the Collective Agreement for one millwright and one electrician assigned to uninterrupted operations. Unless otherwise directed by the employer, such employees will finish their shift one hour prior to the normal shift finishing time. The second millwright and the second electrician will work until the regular shift finishing time and be paid an additional payment of ½ hour per shift worked at the regular shift rates of pay.
- Train Dumping Only - meal periods will be advanced or deferred in accordance with Article 21 of the Collective Agreement, as required by the employer, for one millwright and one electrician assigned to uninterrupted operations who will work until the regular shift finishing time and be paid an additional payment of ½ hour per shift worked at the regular shift rates of pay.

The conditions provided for herein supercede previous site practices relative to wash-up provisions.

It is agreed that this Memorandum of Agreement is jointly referred to the Joint Industry Labour Relations Committee with a joint recommendation for immediate ratification and for inclusion in the "Black Book".

On behalf of B.C.M.E.A.

On behalf of I.L.W.U. - Local 500

March 11, 1983

Joint Industry Labour Relations Committee #63

Re: Union Pay Claims - Special Gangs/Registered Gangs

Respecting the above, the Joint Industry Labour Relations Committee agrees as follows:

In the event of an error on the part of an Employer who orders a special gang instead of a registered gang as required by the Collective Agreement, compensation will be paid only to those individuals who were registered and available in the registered gang which lost the work opportunity at the time of the error. It is understood that any such individual(s) who subsequently obtained other work on that day, would not be considered eligible for compensation.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. November 25, 1986

Vancouver, B.C.

April 29, 1992

#64 Joint Industry Labour Relations Committee

Re: Union Pay Claims (Time Limits)

The Joint Industry Labour Relations Committee agrees that the following time limits must be observed, with respect to “Pay Claims” as referred to in Article 6, Section 6.02, Sub-section (e) of the Collective Agreement otherwise such claims will be considered to be abandoned:

- a) Any dispute relating to pay claim(s) must be referred to the Job Arbitrator within a three month period following the date of the Association’s response to such claim.
- b) Pay claims referred through the Grievance Procedure must be done so in accordance with the time limits set forth in Article 5.
- c) The time limits for dealing with pay claims may be extended by joint agreement if further investigation or discussion is needed, otherwise the pay claim is forfeited as above stated.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. December 14, 1983

Vancouver, B.C.

April 29, 1992

Joint Industry Labour Relations Committee #65

Re: Vacation With Pay
Foreperson Returning to Work under Collective
Agreement

Respecting the above, the Joint Industry Labour Relations Committee hereby confirms as follows:

Effective for vacation pay entitlement, payable in February 1991 and thereafter, employees who have left work covered by the Collective Agreement to serve the industry as Foreperson and who subsequently return to work covered by the Collective Agreement will be granted credit for service as a foreperson when they return to work under the Collective Agreement providing such employees comply with all other provisions of Article 11 - Vacation With Pay and return within a 30 day period of leaving their employment as a foreperson.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. July 3, 1990

Vancouver, B.C., April 29, 1992

#66 Joint Industry Labour Relations Committee

Re: Vacations and Vacation Pay

Respecting the above, the Joint Industry Labour Relations Committee hereby agrees as follows:

1. Each employee shall be entitled to receive their vacation pay cheque by February 16 of the year following that in which vacation pay is earned. However, an employee may elect to defer the receipt of such vacation pay to a date not later than the end of the third week of December of that year.

Vacation pay will be issued upon request of the employee in the full amount or in two equal instalments within 15 days of such request being received by the BCMEA.

The BCMEA shall be notified by February 8, each year, the name and work number of each employee who is opting to defer receipt of vacation pay.

2. Advances prior to February 15 in any year will be provided only to those employees who have arranged for trips and declared their vacation time for a period prior to February 15.
3. Every Union member must take their full vacation entitlement. However, if an employee has been absent due to sickness or accident for 30 or more consecutive days, the employee may take the vacation entitlement at some other time, but does not have to. Periods during which a Union member is in receipt of Worksafe, Employment Insurance or Weekly Indemnity Benefits will not be considered as vacation time.
4. No Union member may work during a vacation period.
5. All vacation time must be reported on the attached form, which must be received in the BCMEA Offices not later than seven (7) calendar days after the start of the vacation period except that final declaration for any calendar year must be received in the BCMEA Offices not later than December 24th of that year.

6. No less than four (4) days of vacation may be scheduled at one time (except for balance of final days of entitlement).

The number of days (including Saturdays, Sundays and General Holidays) of vacation entitlement will be calculated by dividing the gross vacation pay by the straight time basic daily wage rate.

7. Forms will be available at each Local Union Office and will be forwarded by each Union Local to the BCMEA Offices.
8. The Union shall be responsible for arranging vacations in such a way that the number of members available for work shall not be unduly reduced at any one time.

J. Vogt

Chair - Association Representatives

Joint Industry Labour Relations Committee

R. Ashton

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. December 30, 1975, January 27, 1977, November 4, 1980,
April 29, 1992

Vancouver, B.C., June 27, 2024

June 12, 1995

BCMEA - ILWU Vacation List

Date Submitted: _____

Batch No: _____

Local: _____

Page No: _____

	Name	No.	Vacation Period				Vacation Days Taken
			First Day	Last Day	Day	Month	
			Day	Month	Day	Month	
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

TOTAL

Issued By _____

Joint Industry Labour Relations Committee #70

Re: Vancouver Port Corporation - Maintenance Staff

The Joint Industry Labour Relations Committee agrees that routine nonstructural operational maintenance and servicing of container cranes and certain other Vancouver Port Corporation facilities at Vanterm, Lynnterm and Centerm (excluding Ballantyne Pier), i.e. work formerly performed by Vancouver Port Corporation employees, will be performed under the BCMEA/ILWU - Canadian Area Collective Agreement and that certain former Vancouver Port Corporation maintenance employees will become employees of British Columbia Maritime Employers Association member companies and, in conjunction with existing maintenance employees on the sites, will service such equipment and facilities under the following provisions:

- 1) Certain Vancouver Port Corporation employees (list attached hereto) are covered by this document and will become members of Local 500 of the International Longshore and Warehouse Union - Canadian Area and will be covered by the Collective Agreement between the BCMEA and ILWU - Canadian Area.
- 2) Years of service for all purposes, except vacation pay (effective with that payable in 1991), shall commence from the date when such employees are accepted into Local 500 and are covered by the BCMEA/ILWU Collective Agreement.
- 3) Within the Vancouver Despatch Centre a separate despatch board shall be set up for such ex Vancouver Port Corporation employees and all employees on such board shall, as their first obligation, service the above-cited Vancouver Port Corporation sites. Terminal service contractors of such sites shall draw any required additions to their regular work force for the performance of maintenance work described above from the separate despatch board in the numbers and the

skills required. The remaining employees shall be despatched on a day to day basis to such sites as required by the Employer. When no work is available at such sites, such employees may be despatched to other BCMEA members' sites if other work is available.

- 4) There shall be no lines of demarcation between work performed by existing maintenance employees and work performed by former Vancouver Port Corporation maintenance employees - both groups of maintenance employees will integrate and perform any and all maintenance work assigned to them by the Employer.
- 5) Those persons considered to be foreperson or sub-foreperson under the Collective Agreement with Vancouver Port Corporation will be considered as tradespersons (certified or uncertified) under the BCMEA/ILWU - Canadian Area Collective Agreement and will be paid the appropriate skill differential.
- 6) Work in connection with, but not limited to, the following shall be excluded from this Agreement:
 - a) All structural elements of buildings.
 - b) Wharf structures including fendering systems, dock sub-surface, paving, patch paving and any work on waterside of dock face.
 - c) Other structures.
 - d) Any major damage, structural or otherwise.
 - e) Preventative Maintenance Agreements:
 1. for building air conditioning
 2. for pneumatic tube system
 3. for weigh scales
 - f) Major Container Crane and spreader repairs.
 - g) Line painting except touchup.

- h) Installation of and major repairs to shed cladding and shed doors.
 - i) Common Service Power Substations.
 - j) Crane painting and preparation relative thereto.
 - k) Sprinkler, water and sewer systems.
- 7) Irrespective of anything contained herein, any work covered by this Agreement is restricted to Vanterm, Lynnterm and Centerm (excluding Ballantyne Pier).

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. June 25, 1986

Vancouver, B.C.
April 29, 1992

#71 Joint Industry Labour Relations Committee

Re: Vanterm - Elimination of Demarcation Line

It is agreed that there is no line of demarcation between Vanterm and what was formerly known as Lapointe Pier.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref. November 8, 1982

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #72

Re: Years of Service

Joint Industry Labour Relations Committee documents re:

1. Ocean Wharves Ltd. dated September 22, 1970.
2. Campbell Avenue Stevedoring Co. Ltd. dated March 30, 1965.
3. Vancouver Barge Transportation Ltd. dated July 7, 1964.
4. Dock Work-Crofton, B.C. (Assembly Dock) dated May 22, 1968.
5. Westcan Terminals Ltd. (Western Lumber Carriers) dated May 28, 1965, and July 13, 1965.
6. Empire Stevedoring Co. Lockerpersons employed on Vancouver Island dated March 21, 1972.
7. Westcan Terminals Ltd. (Maintenance Employees) dated September 22, 1970.
8. Maintenance Employees (Machine Shop) Northland Navigation Co. Ltd. dated September 14, 1966.
9. Squamish/Woodfibre dated May 22, 1968.
10. Canadian Stevedoring Co. Lockerpersons employed on Vancouver Island dated February 9, 1973.
11. Waterfront Terminals Ltd. (Letter of Confirmation) dated December 31, 1975.
12. Arrow Stevedoring Inc. (Letter of Confirmation) dated June 13, 1978.

Respecting the above, the Joint Industry Labour Relations Committee hereby confirms as follows:

For all employees covered by the above-mentioned documents, years of service shall be computed for pension and vacation purposes as described in the above-cited documents.

R.V. Wilds

Chair - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chair - Union Representatives

Joint Industry Labour Relations Committee

Ref. March 23, 1976, January 27, 1977, November 4, 1980

Vancouver, B.C.

April 29, 1992

Joint Industry Labour Relations Committee #72A

Re: Years of Service - Vacation Pay Entitlement Only,
Vancouver Port Corporation - Maintenance Staff

The Joint Industry Labour Relations Committee agrees that the employees listed below have the noted years of service for vacation pay entitlement only as at December 31, 1990:

<u>Name</u>	<u>Work #</u>	<u>Vacation Years of Service as at Dec. 31/90</u>
E. Allen	34870	31
R. Arychuk	34859	17
M. Gale	34858	16
K. Vickers	34855	16
P. Schjong	34865	11
G. Braun	34853	4
F. Vanderhoek	34856	9
D. Hall	34867	9
R. Evans	34861	9
G. Cambly	34866	9
D. Parke	34872	9
D. Wallace	34868	9
J. Eberl	34860	9
L. Hart	34871	1

It is understood that the above-cited employees must continue to comply with all provisions of Article 11 - Vacations with Pay.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C., April 29, 1992

#72B Joint Industry Labour Relations Committee

Re: Year of Service - Calculation of Hours for
Determination of a Year of Credited Service

Respecting the above, the Joint Industry Labour Relations Committee hereby confirms the following recommendation from the Waterfront Industry Pension Plan Trustees:

A year of service within the meaning of Article 11 of the Collective Agreement and a year of credited service within the meaning of the Waterfront Industry Pension Plan shall mean that period starting on the Sunday nearest to the 31st of December and ending on the Saturday nearest to the 31st of December.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
April 29, 1992

Waterfront Industry Pension Plan

37 DUNLEVY AVENUE, VANCOUVER, B.C. V6A 3A3 • TELEPHONE (604) 689-7184 • FAX (604) 688-9570

April 7, 1992

Mr. G.S.C. Westrand,
Chair,
Joint Industry Labour Relations Committee,
#020 - 1880 Triumph Street,
Vancouver, B.C.
V5L 1K3

Mr. R.V. Wilds,
Chair,
Joint Industry Labour Relations Committee,
45 Dunlevy Avenue,
Vancouver, B.C.
V6A 3A3

Dear Sir,

Re: Calculation of hours for determination
of a year of credited service

Since its inception, both Parties, for the purposes of establishing a year of credited service for Vacation, Pension and Retiring Allowance, etc., have accepted that a year of credited service would be based on the period starting on the Sunday nearest to the 31st of December and ending the Saturday nearest to the 31st of December. The industry has historically referred to this as a contract year. A contract year normally encompasses a 52 week period but does periodically encompass a 53 week period (i.e. 1992 will be a 53 week period).

Questions have recently been raised as to why we are following this procedure when both the Collective Agreement under Article 11 and the Pension Plan define a year, except where the context clearly implies otherwise, as the calendar year ending December 31

The Trustees agree that the historic method of determining a year of credited service and the procedures for granting additional time in recognition of legitimate circumstances should be maintained. As a result, the Trustees request that the Parties consider the following:

“A year of service within the meaning of Article 11 of the Collective Agreement and a year of credited service within the meaning of the Waterfront Industry Pension Plan shall mean that period starting on the Sunday nearest to the 31st of December and ending on the Saturday nearest to the 31st of December”.

Yours truly,

B.J. Campbell
Trustee

B.D. Ciccozzi
Trustee

Joint Industry Labour Relations Committee #73

Re: Audiometric Testing - Entry Level Employees

The Joint Industry Labour Relations Committee hereby approves for immediate implementation the attached Joint Industry Safety Committee recommendation dated May 20, 1992 with respect to Audiometric testing.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Attch.

Vancouver, B.C.
July 23 1992



British Columbia
Maritime Employers
Association

500-349 Railway Street
Vancouver, B.C. V5A 1A4
Telephone: (604) 688-1155
Fax: (604) 684-2397

International
Longshoremen's &
Warehousemen's Union
Canadian Area

029-1880 Triumph Street
Vancouver, B.C. V5L 1K3
Telephone: (604) 254-8141
Fax: (604) 254-8183



JOINT SAFETY COMMITTEE

May 20, 1992

Mr. R.V. Wilds
Chair, Association Representatives
Joint Industry Labour Relations
Committee
45 Dunlevy Avenue
Vancouver, B.C.
V6A 3A3

Mr. G. Westrand
Chair, Union Representatives
Joint Industry Labour Relations
Committee
#020 - 1880 Triumph St.
Vancouver, B.C.
V5L 1K3

Dear Sirs,

Re: Audiometric Testing

The Joint Industry Safety Committee has discussed the above-referenced issue at length and agreed that recorded audiometric tests should be mandatory for entry level employees.

The Joint Industry Safety Committee therefore recommends that the Joint Industry Labour Relations Committee consider incorporating a recorded audiometric test into the industry medical to provide a baseline reference of hearing levels for entry level employees.

Yours truly,

W. Sargent
Co-Chair
Employees Representative
Joint Industry Safety Committee

E. Skowronek
Co-Chair
Employers Representative-BCMEA
Joint Industry Safety Committee

Joint Industry Labour Relations Committee #74

Re: Alcohol and Drug-Free Workplace Policy

The Joint Industry Labour Relations Committee adopts, for immediate implementation, the following alcohol and drug-free workplace policy as recommended by the Joint Industry Safety Committee:

The policy of the International Longshore and Warehouse Union (ILWU) and the British Columbia Maritime Employers Association (BCMEA) is to maintain a safe, healthy and substance free workplace.

The industry (ILWU-BCMEA) is concerned with those situations wherein the use of alcohol/drugs interferes with an employee's safety, health and job performance, or adversely affects the safety and job performance of others.

A statement of this policy is as follows:

NO PERSON SHALL ENTER OR BE PERMITTED TO REMAIN IN A WORKPLACE WHILE HIS OR HER ABILITY TO WORK IS AFFECTED BY ANY SUBSTANCE WHICH COULD ENDANGER HIS OR HER HEALTH OR SAFETY OR THAT OF ANY OTHER PERSON. ADDITIONALLY, NO PERSON SHALL ENTER OR BE PERMITTED TO REMAIN IN A WORKPLACE OR INDUSTRY ASSOCIATED FACILITY WHILE IN POSSESSION OF OR USING, MAKING, SELLING OR DISTRIBUTING A SUBSTANCE LIKELY TO HAVE AN EFFECT ON SAFETY.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
May 3, 1993

Joint Industry Labour Relations Committee #75

Re: Regular Work Force Flexibility
Westcan Terminals Ltd. Operations - Nanaimo Assembly
Wharf

The Joint Industry Labour Relations Committee agrees to the movement of the Regular Work Force employees within the following job categories from Westcan Terminals Nanaimo Assembly Wharf to Duke Point Dock and back, without restriction, on day shifts, Mondays to Fridays inclusive:

1 - H.D. Mechanic

1 - Checker

Additional H.D. Mechanics and/or Checkers may be moved by joint agreement between the Employer and Local 508.

This agreement is subject to amendment or cancellation one year following date of implementation of the revised Collective Agreement dated January 1, 1993 by either party giving thirty (30) days notice in writing to the other party.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
March 31, 1994

#76 Joint Industry Labour Relations Committee

Re: Uninterrupted Operation(s), as Provided for
in Article 21, Section 21.05 of the Collective
Agreement - Neptune Bulk Terminals Ltd. –
Dry Bulk System

Respecting the above, the Joint Industry Labour Relations
Committee agrees to ratification of such Memorandum of
Agreement (copy attached hereto).

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

attch:

Vancouver, B.C.
April 27, 1993

MEMORANDUM OF AGREEMENT

Re: UNINTERRUPTED OPERATIONS DRY BULK
SYSTEM NEPTUNE BULK TERMINALS LTD.

Uninterrupted operation(s) will be implemented on an as required basis and various sections of the system may or may not be working in an uninterrupted manner at any one time.

A. Bulk Operators

Two bulk operators will be employed for each operating shiploader. No bulk operator shall be employed specifically for the portal reclaimer. All operating needs of the portal reclaimer will be met by the bulk operators assigned to the shiploaders. The portal reclaimer may require setting up at the beginning or during the shift. The portal reclaimer will then be turned to automatic from whence it may be started and stopped, speeded up or slowed down from a remote location, by the shiploader operator(s). However, reset or restart conditions may be initiated by the maintenance employees.

If the Portal Reclaimer cannot be operated in the automatic mode and must be operated in manual mode for the remainder of a shift and for the shift following, then one additional bulk operator will be employed for the shift following the shift during which the breakdown occurred and the portal reclaimer will continue to run in an uninterrupted manner with relief for coffee and lunch being provided by the bulk operators employed.

B. Rail Crews

In consideration of the following, two (2) locomotive engineers and two (2) switchperson will be employed for the uninterrupted rail car dumping operations.

- Both railcar dumpers may be accessed by the same train using the same crew, on occasions, i.e. set up material.
- Both dumpers may be used at the same time for different products for which two rail crews will be employed for which both, one or none may be an uninterrupted operation.

- When pulling ahead, one loci driver on the locomotive and one switchperson at the dumper will control the train. The second locomotive engineer and switchperson will be available for relief and for other duties including but not restricted to the following:
 - Switching and backing up the train when more than two (2) employees are required by railway rules.
 - Spotting bulk liquid cars
 - Spotting and dumping coal stragglers
 - Spotting and dumping dry bulk stragglers
 - Correcting phosphate rock overloads
 - Spotting cars for maintenance
 - Sanding and fueling locomotives

C. **Checker**

One checker shall be employed with each dumping rail crew. In consideration for working in an uninterrupted manner, the checker will be paid for an additional ½ hour per shift worked, at 1.5 x the shift rate of pay and in all cases will be paid for the meal period as if such meal period were advanced or deferred.

The checkers' coffee breaks and meal periods shall be scheduled such that the system continues to operate in an uninterrupted manner during their absence.

D. **Mobile Equipment Operators**

Two mobile equipment operators shall be employed for each operating machine.

The work of the mobile equipment operators shall not be restricted to the Dry Bulk System. On completion of their work on the Dry Bulk System or during periods of extended delays in the operation, the operators may be deployed to perform mobile equipment work anywhere within the Neptune site.

E. **Labourers**

Six labourers will be assigned to the dumping operations for at least one year from the date of signing this Memorandum. This number will be subject to review (following such one year period) when the second ride-on car door opener is installed in the new dumper or a ride-on car door opener is installed in the old dumper or other

technological change is introduced. Any disagreement resulting from a proposed reduction, that cannot be resolved by the Parties, will be decided upon by the Industry Arbitrator. In the event that the Parties disagree, any reduction in the number of labourers employed in the dumper shall be held in abeyance until a decision is rendered on the matter by the Industry Arbitrator.

Labourers' duties shall include the operation of all dumper equipment existing and future. Rail cars will be dumped to maximize dumper utilization, i.e. "on the fly" whenever possible.

The work of labourers shall not be restricted to the dumper. On completion of dumping or during periods of extended delays to dumping operations the labourers may be deployed to perform labour work anywhere within the Neptune site.

Additionally, while dumping is underway, it is understood that labourers may be assigned to assist with specific problems which have interrupted other operations on the site, with the intent being to assist any operations to resume but does not extend to clean-up work, or other operations. The dumping operation shall continue in an uninterrupted manner in such situations.

All labourers assigned to the dumping operations will be paid an additional ½ hour per shift worked, at 1.5 x the shift rate of pay and in all cases will be paid for the meal period as if such meal period were advanced or deferred.

F. **Maintenance Employees**

Maintenance employees will be assigned to and perform maintenance work on an uninterrupted basis as required by the employer. No more than two millwrights and two electricians shall be assigned to the Dry Bulk system, regardless of the number or types of operations being undertaken. Maintenance employees may be directed to other areas of the Neptune site for safety reasons or to assist other system maintenance employees where required.

Shiploading From The Existing Shed

Meal periods will be advanced or deferred in accordance with Article 21 of the Collective Agreement, as required by the employer, for the one millwright and the one electrician assigned to uninterrupted operations who will work until the regular shift finishing time and be paid an additional payment of ½ hour per shift worked, at the shift rate of pay.

The maintenance employees' coffee breaks and meal periods shall be scheduled such that the system continues to operate in an uninterrupted manner during their absence.

Shiploading From The New Shed

Shift starting times and meal periods will be advanced in accordance with Article 21 of the Collective Agreement for one millwright and one electrician assigned to uninterrupted operations. Unless otherwise directed by the employer, such employees will finish their shift one hour prior to the normal shift finishing time. The second millwright and the second electrician will commence work at the regular shift starting time and will continue to work until the regular shift finishing time and shall be paid an additional payment of ½ hour per shift worked, at the shift rate of pay.

Reset and restart of the portal reclaimer may be initiated by the maintenance employees.

Shiploading From Rail Car Dumping

Shift starting times and meal periods will be advanced in accordance with Article 21 of the Collective Agreement for one millwright and one electrician assigned to uninterrupted operations. Unless otherwise directed by the employer, such employees will finish their shift one hour prior to the normal shift finishing time. The second millwright and the second electrician will commence work at the regular shift starting time and will continue to work until the regular shift finishing time and shall be paid an additional payment of ½ hour per shift worked, at the shift rate of pay.

Rail Car Dumping Operations

Meal periods will be advanced or deferred in accordance with Article 21 of the Collective Agreement, as required by the employer, for the one millwright and the one electrician assigned to uninterrupted operations, who will work until the regular shift finishing time and be paid an additional payment of ½ hour per shift worked, at the shift rate of pay.

The maintenance employees' coffee breaks and meal periods shall be scheduled such that the system continues to operate in an uninterrupted manner during their absence.

G. Wash-up

The conditions provided for herein supersede all previous site practices on Dry Bulk Operations relative to wash-up provisions.

H. Shortages

It is understood that in the event of shortages of employees for whatever reason, the 24 hour uninterrupted concept shall continue to be maintained by the employees on site.

I. Flexibility of Bulk Operators

Bulk operators shall be fully flexible to move between all bulk machines. Bulk operators not relieving, not at lunch or coffee break, shall be available for other operating duties e.g. but not restricted to gangway placement, oil buffer tank pumpout, etc.

J. Hot Seat Relief

All uninterrupted operations shall run on the concept of "hot seat relief". All employees shall remain on the job until relieved for coffee, lunch and for up to 15 minutes after the end of the shift.

K. Despatch

Every effort will be made to notify employees at the despatch or when called back from the previous day if it is anticipated they may be required to work an uninterrupted operation.

It is agreed that this Memorandum of Agreement is jointly referred to the Joint Industry Labour Relations Committee with a joint recommendation for immediate ratification and inclusion in the "Black Book".

On behalf of the B.C.M.E.A.

On behalf of I.L.W.U. - Local 500

April 22/93

Date Signed

NOTE As at the date of signing this Memorandum, operations at Neptune Bulk Terminals Ltd. include the following:

- Coal
- Dry Bulk
- Bulk Liquid
- Inbound

Joint Industry Labour Relations Committee #78

Re: Night Shift Despatch Local 500

Respecting the above the Joint Industry Labour Relations Committee agrees as follows:

1. The despatch times shall be as follows:
 - Squamish/Woodfibre Area – 2:45 P.M.
 - Vancouver Area - 3:00 P.M.
2. In times of shortages the following shall occur:
 - a) the Squamish/Woodfibre despatch time shall be 2:45 P.M., or alternatively,
 - b) the despatch time may be changed to 3:00 P.M., in which case the sequence of pick shall be altered to provide that employees required for the Squamish/Woodfibre area shall be despatched ahead of employees required in the Port of Vancouver. Such change in the sequence will comply with the provisions of Article 9, Subsection 6 of the Collective Agreement.
 - c) In either of the cases described in a) or b) above, rated employees required to service their ratings in the Port of Vancouver may be held back from Squamish/Woodfibre to service their ratings. In the event a Union member is denied despatch to Squamish/Woodfibre on the basis that such Union member is required to service their ratings in the Port of Vancouver and the Union member is thereafter not required to service their ratings, such member will, wherever practicable, be despatched to Squamish with transportation provided. Where it is not practicable to transport the Union member to Squamish and no employment, for which the Union member is capable of performing, is available in the Vancouver area, such member will receive pay for the shift missed.
2. Return travel time to the Squamish/Woodfibre area for all shifts shall be:

Vancouver to Squamish - 3 Hours @ the straight time rate

Vancouver to Woodfibre - 4 Hours @ the straight time rate

M. Leonard
Chair - Association Representatives
Joint Industry Labour Relations Committee

M. Gordienko
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref: September 21, 1993, March 31, 1994

Vancouver, B.C.
June 1, 2014

Joint Industry Labour Relations Committee #79

Re: Bulk Terminal Loading Operations
to Deepsea Vessels when using Tents

Respecting the above, the Joint Industry Labour Relations Committee agrees to the following:

The terms and conditions hereinafter set out shall only apply when employees are required to be aboard the vessel to perform any and all work in connection with the handling of tents including their erection, removal, movement, signals and other related work. The minimum staffing for this operation is established as either four (4) employees or two (2) topside and two (2) employees.

1. Staffing - Basic Tent Gang:
 - a) Either two (2) employees or two (2) topside when ship's gear or a mobile crane is to be used.
2. Staffing - Regular Tent Gang:
 - a) Either two (2) employees or two (2) topside when ship's gear or a mobile crane is to be used, and
 - b) Two (2) employees.
3. Employees on this operation will relieve each other for coffee breaks and meal periods.
4. Except as provided for herein, movement of regular tent gang(s) shall be consistent with Article 24 of the Collective Agreement.
5. Unrated employees referred to in 2(b) may be moved from ship to dock and dock to ship, to clear plugups and clean up spills on the system directly involved in that operation.
6. In the event dock employees connected with that operation are idled and the additional employees ordered have not arrived, up to four (4) unrated employees may be moved to the vessel to assist the basic tent gang until

the arrival of the additional employees at which time there will be an orderly return of the dock employees to their previous jobs within the operation:

- a) These dock employees will not be required to handle cargo aboard the vessel unless transferred for the balance of the shift in accordance with Article 24 of the Collective Agreement.
7. Notwithstanding the provisions of the order/cancellation times, the following despatch procedures will be observed:
- a) Order/cancellation times for this operation will be those agreed upon for dock and bulk terminal operations except as otherwise provided for herein.
 - b) Orders placed with the Despatch Centre will be despatched as follows:
 - Topside - Topside Board
 - All other employees - Hold Board
 - d) In the event tent(s) are not required for the start of a shift, the Employer has the option to order a basic tent gang (as set forth in item #1). Additionally, two (2) employees (as set forth in item 2-b) may be ordered at any time during the shift if it becomes necessary to build up from a basic tent gang to a regular tent gang.
 - e) In the event tent(s) are required at the start of a shift, the Employer will order a regular tent gang (as set forth in item #2).
8. When pontoon hatch covers are required to be handled in conjunction with the handling of tents, such hatch covers will be handled by the regular tent gang.

F.A. Pasacreta
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Ref: February 3, 1994

Vancouver, B.C.
March 31, 1994

Date Signed
May 2000

#81 Joint Industry Labour Relations Committee

Re: Waterfront Industry Pension Agreement

The Joint Industry Labour Relations Committee hereby agrees that the interpretation of the provision for pro rata reduction of contributions required by Section (i) of the Contributions provision (page 5) of the above mentioned Agreement, effective December 1, 1994, shall be as follows:

“Such amount referred to in (i) above will be reduced by one third (1/3rd) of the daily contribution amount required by the minimum annual contribution rate for each full or partial shift during which there is a strike, stoppage of work, cessation of work, refusal to work or to continue to work. Such calculation would be made as follows:

$$\frac{\$10,500,000}{365} = \$28,767.12 \div 3 = \$9,589.04 \text{ per shift}”$$

No pro rata reduction would be made when annual contributions, based upon the 7% of earnings formula, exceeded the \$10,500,000.00 minimum.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

February 22, 1995

Vancouver, B.C.
May 2000

Joint Industry Labour Relations Committee #82

Re: Log Loading Operations - Kitsault - Iceberg Bay
- Nasoga Gulf

The JILRC hereby agrees as follows:

The Parties recognize that, due to the sporadic nature of the work connected with loading the subject logs, the Collective Agreement cannot be, nor is it intended to be, applicable to such operations. However, it is the intent of the Parties that certain items be governed by the BCMEA - ILWU, Canadian Area Collective Agreement.

A. Such items include:

1. Scope.
2. Recognized Holidays and Vacation Pay.
3. Wages, overtime rates, shift differentials and commodity rates.
4. Hours of Work.
5. Appropriate gang sizes.
6. Employees will be subject to disciplinary action if their performance or conduct is unsatisfactory.

B. Other items agreed upon:

1. A work force will be maintained in the local area to fulfill the Employer's labour requirements and will be available for work in the vicinity of Kitsault, Iceberg Bay and Nasoga Gulf. Employees will be recruited locally in Greenville, Canyon City, New Aiyansh, Kincolith, etc. as required.
2. Topside training will be provided to members of the work force as required and employees successfully completing the program will be appropriately rated.

3. Employees on the job will relieve each other as may be required in order to provide an uninterrupted operation (ie, staggered coffee breaks) during each four hour shift period. This shall be carried out subject to the provisions of Article 23, section 23.01 of the Collective Agreement.
4. Rated Union member employees will be travelled, as may be required by the Employer, from Prince Rupert, Port Simpson or Stewart in the event of a shortage of rated local employees.
5. Shift starting and finishing times may be advanced or deferred up to one (1) hour to accommodate daylight hours. Additionally, to facilitate the completion of loading to allow a vessel to sail on the finishing day, starting times may be advanced up to two (2) hours.
6. When daylight permits, daily hours of work may be extended to a maximum of 12 hours. Any work beyond eight (8) hours will be at the applicable rate of pay.
7. If any difference arises concerning the meaning and application of this document, work will continue to be performed and the matter will be dealt with by the Parties. Any unresolved dispute will be submitted to the Job Arbitrator for a final and binding decision.
8. BCMEA Health and Benefit contributions will be remitted annually to be used as a bursary program for trades or other educational training for members of the Nisga'a community.
9. An ILWU member will be designated by the Union, to be employed as a member of the Nisga'a work force, on each and every log loading operation in accordance with this document. Preference will be given to Nisga'a ILWU members.

10. Any changes in the rates or conditions set forth in items A-1 to 6, above, will be consistent where practicable with any changes in the BCMEA - ILWU, Canadian Area Collective Agreement.
11. This document will be subject to review one (1) year following date of signing, or upon the introduction of new forest products handling operations.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
June 28, 1995

#83 Joint Industry Labour Relations Committee

Re: Uninterrupted Operations - Chip Discharge
Duke Point - Westcan Terminals Ltd.

Respecting the above, the Joint Industry Labour Relations Committee agrees with the attached Memorandum of Agreement dated October 31, 1995, for immediate implementation.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
November 3, 1995

MEMORANDUM OF AGREEMENT

Re: Uninterrupted Operation - Chip Discharge
Duke Point - Westcan Terminals Ltd.

This will confirm our agreement relative to the above operation which will operate as follows:

- On an uninterrupted basis: i.e. the job shall continue working through coffee breaks and meal periods.

A. **Staffing**

Vessel

- Gang size:
two topside
two machine operators
- Two spare employees will be employed. They will perform work anywhere within the operation (ship and/or dock) as required.
- One first aid attendant will be employed for the operation to cover both ship and dock.
- One gearperson employed for first and last shift of operation.

Dock

- Two machine operators qualified to operate a 966D front end loader and/or D-8N bulldozer who will relieve each other and perform unrated work as required i.e. shovelling and clearing plug ups.

B. **Maintenance of Dock Conveyor Systems**

It is agreed that regular maintenance of the dock conveyor systems is specifically excluded from the provisions of Article 26 of the Collective Agreement in connection with this operation and may be performed by outside agencies.

C. **Maintenance and Refuelling of Equipment**

For the purpose of regular maintenance of mobile equipment deployed on either vessel or dock and the refuelling of same used in connection with this operation only, it is agreed that regular work force mechanics will be moved from Westcan Terminals Nanaimo Assembly Wharf to Duke Point Dock and back without restriction.

D. **Hours of Operation**

Uninterrupted Operation

The Employer has the right to operate on an uninterrupted basis including through coffee breaks and meal periods.

Labour Availability

Option 1 - Three Shift Operation

- Uninterrupted operation: i.e. employees paid full shift plus meal period.
- Day Shift: 8:00 a.m. - 4:30 p.m.
- Night Shift: 4:30 p.m. - 1:00 a.m.
- Graveyard Shift: 1:00 a.m. - 8:00 a.m.

Option 2 - Two Shift Operation

- Uninterrupted operation: i.e. employees paid full shift, advanced shift starting time plus meal period or one hour shift extension plus meal period.
- In the event that this operation is not allocated a graveyard shift, (by Option 1), it is agreed that required day shifts and night shifts will be worked as follows:
 - Day Shift: 7:00 a.m. - 4:30 p.m.
 - Night Shift: 4:30 p.m. - 2:00 a.m.

i.e. A one hour advanced starting time will be worked on the day shift and a one hour shift extension will be worked on the night shift.

E. **Machine Operators**

Machine operators despatched may be called back from day to day, as required by the Employer, from commencement of job to completion of job.

F. **Reclaim of Chips to Conveyor or Truck**

One machine operator qualified to operate a 966D front end loader and/or D-8N bulldozer.

It is agreed that this Memorandum of Agreement is jointly referred to the Joint Industry Labour Relations Committee with a joint recommendation for immediate ratification and inclusion in the "Black Book".

On Behalf of the BCMEA

On Behalf of the ILWU - Local 508

Date Signed: October 31, 1995

#84 Joint Industry Labour Relations Committee

Re: ARTICLE 19

The following provisions are intended to facilitate the despatch and callback, as required by the employer, of both registered and 4 person special gangs (both which shall be known as Basic Numbered Gangs and shall henceforth be referred to for the purpose of this document as Basic Gangs) in a fair and equitable manner in order to service the requirements of the industry in the Port of Vancouver.

The provisions hereinafter set out are not intended to alter or amend Article 19, nor to alter the current staffing practices. Such practices shall continue to be governed by the terms of the Collective Agreement without regard to the contents hereof.

1. No differentiation between Registered and Special Gangs for despatch purposes. For the purpose of telephone tape despatch, gangs to be referred to as Basic Gangs consisting of 2 topside and 2 employees. (Excluding gangs requiring less than 4 employees.)
2. There shall be 16 Basic Gangs to be despatched by telephone tape. Additional employees to be despatched from the Despatch Centre at regular despatch times.
3. Provision for Basic Gangs to be despatched and called back on day and night shifts as required by the Despatch Centre. Additionally, Gangs despatched from the Despatch Centre may be called back on same basis as Basic Gangs irrespective of whether or not there are Basic Gangs in the barn (excluding employees out of category on other than Day Shifts - Monday to Friday inclusive).
4. The provisions of the following documents, agreed upon between ILWU, Local 500 and BCMEA dated January 12, 1996 are considered to be attached to and form part of this document:

- Despatch Document #001
 - Training Document #002
 - Training Document #003
 - Training Document #004
5. Surplus gang work to be despatched from the Despatch Centre at regular despatch times.
 6. Gangs requiring less than four employees to be despatched from the appropriate Despatch Boards consistent with the present despatch practice.
 7. Surplus Topside work from the Topside Board will go to the Gang Board and vice versa.
 8. Traditional practices with regard to picking and despatching an unlimited number of additional Registered and/or Special Gangs from the Centre (at the regular despatch times) will continue.
 9. When topside training is ongoing there will be, in addition to the Basic Gangs referred to herein, one designated gang for training purposes in which up to four (4) newly trained topside employees may be placed for a period of four (4) months following their initial training. Such employees shall be interchanged between topside and unrated work on a weekly basis. The designated gang shall be despatched in rotation with the Basic Gangs, but day shift only, Monday to Friday.

In the event that Topside shortages occur, two (2) of the four (4) Topside referred to above may be moved to make up an additional gang until the Topside shortage(s) are alleviated.

CLARIFICATION

Subject to the Association's Allocation Guidelines, the following shall apply to the despatch of Basic Gangs on telephone despatch:

- a) Employees other than Topside in a Basic Gang will be designated "slings". This designation may be changed to "down below" by gang member(s) notifying the Vancouver Despatch prior to:

2:30 p.m. for 4:30 p.m.

and

6:45 a.m. for 8:00 a.m. work

The foregoing is for despatch purposes only and is not intended to amend or change the flexibility provisions of the Collective Agreement.

In order to facilitate the choice of employees declaring if they wish to be “slings” or “down below”, the despatch shall indicate on the gang tape the number of the gang, the vessel to which it is assigned and the berth, the commodity(s) involved, and identify the gang as either a registered or special gang.

- b) Each Basic Gang shall be entitled to declare but be limited to a first, second and third preference of site work location which shall remain in effect during their term of rotation. Such declaration will be made by move slips.
- c) The bi-weekly shift changeover of gangs will be changed from Sunday p.m. to Monday p.m.
- d) Each Basic Gang will declare by move slip if it does not want to work nights at the beginning of each rotation and such declaration will remain in effect during the term of the rotation.
- e) A manual feature will be incorporated to enable correction of hours when less than a full shift is paid to a gang e.g. fog clause based upon straight time equivalent hours.
- f) A member of a Basic Gang may call two consecutive “Day Only” replacements. A third consecutive replacement is considered to be for the remainder of the job. Should the job continue for more than the three shifts and the member has been replaced, that member may go to the Despatch Centre and work any shift until the next new start of that gang.
- g) A member of a Basic Gang can book out of their gang prior to the appropriate despatch time for the shift the gang is

despatched and may book back into the gang before 12:00 Noon the day previous to rejoining the gang when the gang is working.

- h) When the main “surplus work” button moves to the gang board, unrated work is despatched from the “gang surplus” button which continues around the board and leaves it with the last employee out getting the “gang surplus” button. If the main “surplus work” button begins on the gang board, unrated work is despatched from the “gang surplus” button which travels to the main surplus button location and then leaves the board WITHOUT travelling around the board.
- i) A member of a Basic Gang may book out of their gang when it works nights and that member may go to the Despatch Centre and be available for any Day work without penalty.
- j) A member of a Basic Gang whose gang is not despatched on a particular day may be available for work at the Despatch Centre without penalty including night shift; and graveyard providing the members gang has no orders for the following day shift.
- k) Additional Despatch Centre gang information tape answering equipment and phone lines will be made available when necessary.
- l) Scratch Registered and Scratch Special Gangs made up from the appropriate Boards are entitled to be called back on all shifts and cannot be bumped by Basic Gangs.
- m) Employees with a Topside Rating but not on the Topside Board can be called back from Sunday to Friday on the Day Shift but are “knocked off” on all other shifts. This does not apply to either Gang Persons working with their gang or gangs made up at the Despatch Centre from the appropriate Board(s).
- n) Basic Gang positions shall be subject to rotation every four (4) months. Such rotation shall be based on the submission of move slips, in the traditional manner, provided to the

Despatch Manager one (1) week prior to the effective date of implementation.

- o) All Topside employees must be rated to operate vessel cranes and vessel gantries. Every effort will be made to train on other ships gear when available.
- p) The first gang despatched to a vessel, either a Basic Gang or a Scratch Gang will be the last gang transferred or released. When more than one Basic Gang is despatched to a vessel the Basic Gang with the highest hours will be transferred or released first.

R.V. Wilds
Chair - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chair - Union Representatives
Joint Industry Labour Relations Committee

Attch.

Vancouver, B.C.
January 12, 1996

DESPATCH DOCUMENT #001
I.L.W.U. - LOCAL 500
BRITISH COLUMBIA MARITIME
EMPLOYERS ASSOCIATION
Re: BASIC GANGS

Irrespective of anything to the contrary contained in the Collective Agreement, Black Book Documents or Despatch Rules and Regulations with respect to this issue, the BCMEA and the ILWU - Local 500 agree as follows:

1. There shall be a total of sixteen (16) Basic Numbered Gangs, hereinafter referred to as Basic Gangs, available for direct ordering and despatch to the job.
2. The sixteen (16) Basic Gangs shall consist of twelve (12) day shift gangs and four (4) night shift gangs. The gangs shall rotate through the day shift and night shift such that each gang shall work a rotation of six (6) weeks on the day shift and two (2) weeks on the night shift. The gang rotation shall occur every second Monday.
3. Upon the effective date of this Memorandum of Agreement, notices shall be posted identifying Basic Gang vacancies that exist on such date. Only Union members shall be eligible to apply for and fill vacancies in Basic Gangs or Designated Gangs (for training purposes) referred to in Section 9 of Black Book Document #84 unless in the case of Designated Gang(s) (for training purposes) there are no Union applicants for topside training. In the event topside in Designated Gang(s) (for training purposes) are not Union members, such gang(s) shall be despatched on a day only basis.
4. At any time on or after August 11, 1996, should the Despatch Manager request the Local to provide an additional four (4) Basic Gangs to cover a shortage of Basic Gangs, the number of gangs will be increased by four (4) gangs within thirty (30) days. The parties shall review the gang requirements and the aforementioned increase after ninety (90) days. The purpose of this review shall be to assess whether or not the volume of work supports the number of available Basic Gangs and to adjust the number of such gangs if warranted. In doing so, the parties shall endeavour to maintain a fair and equitable distribution of work between the Basic Gangs and Gangs (including

all Topside work and Dock Gantry but excluding RWF) despatched from the Despatch Centre.

5. Should hours of work subsequently increase or decrease or other circumstances warrant an adjustment to the number of Basic Gangs, the Despatch Manager and a representative of the Local shall meet forthwith and endeavour to jointly agree on the number of Basic Gangs required to meet the industry's needs.
6. Neither the Local nor the B.C.M.E.A. shall unreasonably deny a request to increase or decrease the number of Basic Gangs.
7. In the event of a disagreement, the matter may be referred to the Job Arbitrator who shall be empowered to increase or decrease the number of Basic Gangs to meet the industry's needs. Such increases or decreases shall be in increments of four (4) Basic Gangs but shall not exceed a total of twenty-eight (28) Basic Gangs.
8. When increasing or decreasing Basic Gangs the following ratio will be maintained between day and night gangs;

Total Gangs	= 8 Gangs	= 6 Days	2 Nights
	= 12 Gangs	= 9 Days	3 Nights
	= 16 Gangs	= 12 Days	4 Nights
	= 20 Gangs	= 15 Days	5 Nights
	= 24 Gangs	= 18 Days	6 Nights
	= 28 Gangs	= 21 Days	7 Nights
9. The traditional practice with regard to picking and despatching unlimited scratch Registered and Special gangs as and when required will continue.

The foregoing is agreed to.

BCMEA Representative

ILWU Representative

January 12, 1996

TRAINING DOCUMENT #002
I.L.W.U. - LOCAL 500
BRITISH COLUMBIA MARITIME
EMPLOYERS ASSOCIATION
TRAINING COMMITTEE
Re: TOPSIDE TRAINING PROGRAM

1. All applications received by the Union for Topside Training will be reviewed by the designated Representative of the Union and the B.C.M.E.A. Training Manager. Both Parties must agree the candidate is acceptable for Topside Training.
2. Persons accepted for Topside Training with less than fifteen (15) Pensionable Years shall be required:
 - A. To join and remain in a Basic Numbered Gang, hereinafter referred to as Basic Gangs, provided that a vacancy exists in such Gang, for a period of not less than twelve (12) months following successful completion of their training.
 - B. If no Basic Gang vacancy exists, to join and remain in a Designated Gang for a period of four (4) months following successful completion of their training. Then, once a vacancy exists in a Basic Gang, the employee shall be required to apply for and if successful remain in such Basic Gang for the balance of the twelve (12) month period referred to in A above (subject to being rotated out during the normal rotation periods).
3. The Parties, subject to #2 herein, agree that the Black Book will continue to govern the Parties for Training Programs, including any disagreement with regard to candidate suitability.

The foregoing is agreed to.

BCMEA Representative

ILWU Representative

January 12, 1996

TRAINING DOCUMENT #003
I.L.W.U. - LOCAL 500
BRITISH COLUMBIA MARITIME
EMPLOYERS ASSOCIATION
TRAINING COMMITTEE
Re: TOPSIDE TRAINING PROGRAM

I _____ have been informed of the conditions under which I am being accepted for Topside training, in particular that I will be required:

- A. To join and remain in a Basic Gang, providing that a vacancy exists in such gang, for a period of not less than 12 months following successful completion of my training.
- B. If no Basic Gang vacancy exists, to join and remain in a Designated Gang for a period of four (4) months following successful completion of my training. Then, once a vacancy exists in a Basic Gang, I will be required to apply for and if successful remain in such Basic Gang for the balance of the 12 month period referred to in A above (subject to being rotated out during the normal rotation periods).

All of which is agreed to:

Signed

Date

The foregoing is agreed to.

BCMEA Representative
January 12, 1996

ILWU Representative

**TRAINING DOCUMENT #004
I.L.W.U. - LOCAL 500
BRITISH COLUMBIA MARITIME
EMPLOYERS ASSOCIATION
TRAINING COMMITTEE
Re: TOPSIDE/WHEAT SPECIALTY TRAINING
PROGRAM**

I _____ have been informed of the conditions under which I am being accepted for Topside and Wheat Specialty training, in particular that I will be required;

To service my ratings, as and when required, as per Despatch Rules and Regulations,

and

To service all wheat vessels, as and when required, and in particular while employed as a **Casual** to service those vessels involving chemically sprayed cargo.

All of which is agreed to:

Signed

Date

The foregoing is agreed to.

BCMEA Representative
January 12, 1996

ILWU Representative

#86 Joint Industry Labour Relations Committee

Re: Central Island Despatch

Respecting the above, the Joint Industry Labour Relations Committee confirms the attached provisions of the November 18, 1999, terms of settlement.

J. Vogt
Chair - Association Representatives
Joint Industry Labour Relations Committee

R. Ashton
Chair - Union Representatives
Joint Industry Labour Relations Committee
Attch.

Ref. May 2000
Vancouver, B.C.

June 26, 2019

CENTRAL ISLAND DESPATCH

1. Inter Local Travel From Chemainus To Port Alberni, Cowichan Bay and Victoria:
 Shall be in accordance with Article 22 of the Collective Agreement.
2. Within thirty (30) days of the date of signing of a renewal Collective Agreement there shall be established a single Vancouver Island Local to which all members on Vancouver Island shall belong and there shall be established a new Vancouver Island Despatch Centre out of which all Vancouver Island members (formerly members of Local 503, 504 and 508) shall be despatched.
3. The purpose of this Section is to provide that by three (3) years from the date of signing the revised Collective Agreement, all members from the former ILWU Locals 503, 504 and 508 shall be amalgamated/merged, on a progressive basis, on to what will be known as the single Vancouver Island Employee List, as outlined hereunder:
 - (a) For every member of former ILWU Local 508 who retires, transfers off Vancouver Island, becomes deceased or otherwise ceases to be employed under the Collective Agreement, one (1) active member from former Local 503 and one (1) active member from former Local 504 will be merged into the single Vancouver Island Employee List and shall thereafter be considered to be despatched from Chemainus. In the event that an active member from each of the former Locals (503 and 504) is not available for transfer, two (2) active members shall be merged into such list from either of the former Locals and shall thereafter be considered to be despatched from Chemainus. Such mergers to take place within 30 days of the event giving rise to the merger.
 - (b) Notwithstanding the forgoing, it is understood and agreed that no later than three (3) years from the date of signing of the revised Collective Agreement all members of the Locals formerly known as Locals 503, 504 and 508 will be merged into the single Vancouver Island Employee List and for all future purposes will be considered to be despatched from Chemainus.
4. The Order/Cancellation/Despatch times covering the new Vancouver Island Local shall be as attached hereto as Appendix "A".
5. The document known as "The Vancouver Island Understandings", which includes but is not restricted to the second winch driver arrangement shall, with the exception of the provisions of Item #3 -

Paper Barges at Port Alberni, cease to exist and be expunged from the record on implementation of the revised Collective Agreement. The agreement regarding "Paper Barges at Port Alberni", a copy of which is attached hereto as Appendix "B", shall continue in full force and effect.

6. Commencing with the signing of the revised Collective Agreement and continuing thereafter the BCMEA agrees to pay eight (8) hours pay (at the basic straight time rate with no travel time payable) for four (4) representatives, as designated by the Union, from the Vancouver Island Local for the purpose of attending Vancouver Island Committee Meetings.
7. Members of the Vancouver Island Local who are unable to qualify for Recognized Holiday pay as set out in Article 10 of the Collective Agreement may nevertheless qualify for Recognized Holiday pay as set out hereunder providing they have made themselves available on every day that work was available on Vancouver Island and further have accepted all such work during the thirty (30) day period immediately preceding the Recognized Holiday. The Despatcher will, on every day that work is available on Vancouver Island, provide the Association, via fax, with a listing of members who have booked off or were available for work and subsequently became unavailable either prior to or at the commencement of the shift.
 - (a) Members qualifying pursuant hereto shall be paid at the rate of: $\frac{2}{3} \times 8$ hours at the straight time base rate (Where other benefit(s) qualification rules exist which are more favorable to a member, such rules will continue to govern qualification for those benefits)
8. Members of the Vancouver Island Local may qualify for Jury Duty, Bereavement Leave and M&M as follows:
 - (a) during the term of the revised Collective Agreement, in order for a member to qualify for the benefits specified in this section such member shall be required to maintain 85% of the average hours paid, during the preceding twelve (12) month period, to all other members remaining on the seniority list within the area (former Local) from which such member is considered working.
 - (b) effective three (3) years from the date of signing of the revised Collective Agreement, in order for a member to qualify for the benefits specified in this section such member shall be required to maintain 85% of the average hours paid to all members of

the Vancouver Island Local during the preceding twelve (12) month period.

When calculating the “average hours paid” the hours paid to regular workforce employees and hours paid to members of the Vancouver Island Local workforce working off Vancouver Island (e.g., on travel cards) will be excluded.

(Where other benefit(s) qualification rules exist which are more favorable to a member, such rules will continue to govern qualification for those benefits)

9. Members of the Vancouver Island Local will qualify for Health and Benefits provided that such members meet the lesser of the two criteria set out below:
 - (a) (i) during the term of the revised Collective Agreement, in order for a member to qualify for the benefits specified in this section such member shall be required to maintain 85% of the average hours paid, during the preceding twelve (12) month period, to all other members remaining on the seniority list within the area (former Local) from which such member is considered working.
 - (ii) effective three (3) years from the date of signing of the revised Collective Agreement, in order for a member to qualify for the benefits specified in this section such member shall be required to maintain 85% of the average hours paid to all members of the Vancouver Island Local during the preceding twelve (12) month period.

OR

- (b) (i) in order for a member to retain qualification for the benefits specified in this section such member shall be required to maintain three hundred (300) hours in the preceding three (3) month period or twelve hundred (1200) hours within the preceding twelve (12) month period.

When calculating the “average hours paid” the hours paid to regular workforce employees and hours paid to members of the Vancouver Island Local workforce working off Vancouver Island (e.g., on travel cards) will be excluded.

10. The Association will arrange for the installation of a toll-free telephone line, or a suitable alternative, for the purpose of communication between the Vancouver Island Despatch Office and the Association and/or the Vancouver Island Despatch Office and the members on Vancouver Island.

11. The current Port Alberni and Victoria despatchers will be retained on the job for a six (6) month period following implementation of the revised Collective Agreement for the purpose of assisting and co-operating in the transition to a Central Island Despatch. Rates of pay for all purposes will not exceed the current payment formula, except that the appropriate Transportation Allowance as set forth in Article 22, Section #5 will be paid for travel during such period.
12. A relocation allowance of not more than two thousand five hundred dollars (\$2500.00) will be paid by the Association to former Port Alberni and Victoria members who relocate their permanent residence to what was formerly known as the Chemainus Local area provided the Association is notified prior to such move.
13. The Association agrees to travel Vancouver Island members with Topside and/or Lift Truck Ratings etc. to Vancouver or New Westminster, during periods of labour shortage in Vancouver or New Westminster, after the Association Despatch Office has fulfilled its obligations to employees within the jurisdiction of Local 500, the Squamish/Woodfibre workforce and employees within the jurisdiction of Local 502. In such circumstances Vancouver Island members, when specifically authorized by the Association, shall receive the amount set out in Article 22, 2(a) for travel from Chemainus to Vancouver and return, regardless of the area from which they originate and no further allowance of any kind other than reimbursement of fifty dollars (\$50.00) per day per authorized member for transportation costs shall be payable. This provision shall not apply when there is a labour shortage or anticipated labour shortage on Vancouver Island. The Association undertakes to make a good faith effort to travel Vancouver Island personnel in accordance with the foregoing when the circumstances warrant doing so.
14. A representative of the Union and a representative of the Association will meet with the lessor of the former Local 504 offices and negotiate a buyout, at the Association's expense, of any current Local 504 lease obligations/arrangements.

NOTE:

With respect to Sections 8(b) and 9(b)(i) it is intended that on the date of implementation of these sections, all members would retain the level of benefits and entitlements to which they were entitled on that date for a period of three (3) months thereafter. For the ensuing nine (9) month period, the average of 85% would be calculated on a three (3) month rolling basis rather than annually. At the conclusion of the first twelve (12) month period the calculation would then be based on that preceding twelve (12) month period.

APPENDIX "A"

ORDER CANCELLATION AND DESPATCH TIMES

CENTRAL ISLAND DESPATCH

SHIFT	ORDER (up to)	CANCELLATION (up to)	DESPATCH
1:00 a.m. shift Daily	11:45 a.m. Previous Day	12:00 noon Previous Day	12:00 noon Previous Day
8:00 a.m. shift Daily	3:45 p.m. Previous Day	4:00 p.m. Previous Day	4:00 p.m. Previous Day
4:30 p.m. shift Daily except Recognized Holidays	11:45 a.m. On Day	12:00 noon On Day	12:00 noon On Day
4:30 p.m. shift Recognized Holidays)	3:45 p.m. Previous Day	4:00 p.m. Previous Day	4:00 p.m. Previous Day
1:00 p.m. shift (Coastwise)	10:00 a.m. On Day	10:00 a.m. On Day	10:00 a.m. On Day
Day following non-working holidays:			
1:00 a.m. & 8:00 a.m. shifts (Day following Labour Day)	3:45 p.m. Day before Labour Day	4:00 p.m. Day before Labour Day	4:00 p.m. Day before Labour Day
1:00 a.m. - 8:00 a.m. & 4:30 shifts (Day following Christmas Day)	11:45 a.m. Day before Christmas Day	12:00 noon Day before Christmas Day	12:00 noon Day before Christmas Day
1:00 a.m. & 8:00 a.m. shift (Day following New Year's Day)	11:45 a.m. Day before New Year's Day	12:00 noon Day before New Year's Day	12:00 noon Day before New Year's Day

APPENDIX “B”**PAPER BARGES AT PORT ALBERNI**

1. International Longshore and Warehouse Union will supply employees to paint barges, if and when necessary in Port Alberni.
2. Number of employees required for any particular job will be decided in accordance with the terms of the Collective Agreement.
3. These extra employees may be used for other barge duties, maintenance of barge, barge equipment, and securing cargo.
4. Any I.L.W.U. personnel employed on the barge on other duties may be used as painters. This does not apply to drivers or checkers.
5. It is agreed that one of the two employees who place stickers when loading packaged lumber on the paper barge in Port Alberni will be paid the siderunners premium for calling lengths.

Joint Industry Labour Relations Committee #87

Re: Work Opportunity and Operations Committee

Respecting the above, the Joint Industry Labour Relations Committee confirms the attached provisions of the November 18, 1999, terms of settlement.

F.A Pasacreta

Chair - Association Representatives

Joint Industry Labour Relations Committee

T. Dufresne

Chair - Union Representatives

Joint Industry Labour Relations Committee

Attch.

Vancouver, B.C.

May 2000

WORK OPPORTUNITY AND OPERATIONS COMMITTEE

For the term of this Collective Agreement, there shall be established in each Port Area the following committees:

Vancouver Port Area	Bulk Work Opportunity Committee And General Wharf Work Opportunity Committee
Vancouver Island	General Wharf Work Opportunity Committee
Prince Rupert	Bulk Work Opportunity Committee And General Wharf Work Opportunity Committee
New Westminster	General Wharf Work Opportunity Committee

Each of the above referenced committees will be composed of up to five (5) representatives designated by the ILWU and up to five (5) representatives designated by the BCMEA. The Parties shall have equal representation.

The terms of reference for the Operations Committees will be to explore issues of concern to either or both the ILWU or the BCMEA members. It is intended the Parties will discuss issues to seek ways to increase the work opportunities for members of the ILWU and to improve the competitiveness of and increase business opportunities for BCMEA members in the various Port areas covered by the Collective Agreement.

Without limiting the generality of the foregoing the committee, upon mutual agreement, may:

- Visit other locations to gather information to assist the committee in the course of its deliberations. (In such circumstances each party shall be responsible for its own expenses.)
- Request such assistance and obtain such information as the committee deems appropriate.
- Engage the services of specialists to assist the Parties in furthering the objectives of the committee. (In such circumstances the expenses, if any, shall be equally borne by the Parties.) Nothing these Committees do or fail to do will in any way limit or expand the rights of the Parties under the BCMEA/ILWU Collective Agreement. These Committees may, if mutually agreed upon, refer matters to the Joint Industry Labour Relations Committee for further consideration.

#88 Joint Industry Labour Relations Committee

Re: Container Freight Station Operations

Respecting the above, the Joint Industry Labour Relations Committee confirms the attached four (4) provisions of the November 18, 1999, terms of settlement concerning Locals 500, 502, 505 and the Vancouver Island Local.

F.A. Pasacreta

Chair - Association Representatives

Joint Industry Labour Relations Committee

T. Dufresne

Chair - Union Representatives

Joint Industry Labour Relations Committee

Attch.

Vancouver, B.C.

Date Signed _____

Black Book Document #88A
Container Freight Station Operations
Between BCMEA and ILWU Local 500

In the interest of attracting additional cargoes to member employer dock operations, the Joint Industry Labour Relations Committee agrees as follows:

Employees, whether on a Regular Work Force or otherwise despatched to a CFS operation, will be despatched to the category of driver/checker/labourer and shall perform any and all production work in connection with the handling and movement of cargo, required in the CFS operation. Employees may be moved, as often as is required by the employer without any lines of demarcation within the CFS operation:

- From rated work to other rated work or vice versa;
- From rated work to unrated work or vice versa;

CFS employees, whether on a Regular Work Force or otherwise, may be moved between a CFS operation and a conventional dock operation either for a full shift or once during a shift, when insufficient work is available within the CFS operation. The employer pledges in good faith that discretion will be exercised in the application of this provision.

Cargo which is destined to a CFS operation, as described below, shall be subject to this agreement.

Cargo arriving which is not specifically destined to a CFS operation will be handled as break bulk until it is received into inventory and during this period will not be subject to this agreement. Once received into inventory, cargo thereafter destined to a CFS operation shall be subject to this agreement.

CFS operations shall be those operations where cargo moves into or out of a container directly, from or to; rail, truck or inventory.

Orders for labour for CFS work, placed with the Despatch Office, shall be specified as CFS.

Nothing contained in this agreement shall prevent an employer from doing all or a part of the work described herein under the terms of The Collective Agreement rather than performing such work under the terms of this agreement.

This Document shall remain in effect for a period of one year from the date of its signing and shall continue thereafter unless terminated by either party upon giving a sixty day notice of termination.

The Parties further agree to maintain all necessary records of cargoes handled to ascertain the benefits of on-dock CFS operations covered by this Document.

It is understood and agreed that the flexibility provisions contained in this document shall be restricted to this Container Freight Station operation and to the employees employed therein.

Black Book Document #88B
Container Freight Station Operations
Between BCMEA and ILWU Local 502

In the interest of attracting additional cargoes to member employer dock operations, the Joint Industry Labour Relations Committee agrees as follows:

Employees, whether on a Regular Work Force or otherwise despatched to a CFS operation, will be despatched to the category of driver/ checker/labourer and shall perform any and all production work in connection with the handling and movement of cargo, required in the CFS operation. Employees may be moved, as often as is required by the employer without any lines of demarcation within the CFS operation:

- From rated work to other rated work or vice versa;
- From rated work to unrated work or vice versa;

CFS employees, whether on a Regular Work Force or otherwise, may be moved between a CFS operation and a conventional dock operation either for a full shift or once during a shift, when insufficient work is available within the CFS operation. The employer pledges in good faith that discretion will be exercised in the application of this provision.

Cargo which is destined to a CFS operation, as described below, shall be subject to this agreement.

Cargo arriving which is not specifically destined to a CFS operation will be handled as break bulk until it is received into inventory and during this period will not be subject to this agreement. Once received into inventory, cargo thereafter destined to a CFS operation shall be subject to this agreement.

CFS operations shall be those operations where cargo moves into or out of a container directly, from or to; rail, truck or inventory.

Orders for labour for CFS work, placed with the Despatch Office, shall be specified as CFS.

Nothing contained in this agreement shall prevent an employer from doing all or a part of the work described herein under the terms of The Collective Agreement rather than performing such work under the terms of this agreement.

This Document shall remain in effect for a period of one year from the date of its signing and shall continue thereafter unless terminated by either party upon giving a sixty day notice of termination.

The Parties further agree to maintain all necessary records of cargoes handled to ascertain the benefits of on-dock CFS operations covered by this Document.

It is understood and agreed that the flexibility provisions contained in this document shall be restricted to this Container Freight Station operation and to the employees employed therein.

Black Book Document #88C
Container Freight Station Operations
Between BCMEA and ILWU Local 505

In the interest of attracting additional cargoes to member employer dock operations, the Joint Industry Labour Relations Committee agrees as follows:

Employees, whether on a Regular Work Force or otherwise despatched to a CFS operation, will be despatched to the category of driver/checker/labourer and shall perform any and all production work in connection with the handling and movement of cargo, required in the CFS operation. Employees may be moved, as often as is required by the employer without any lines of demarcation within the CFS operation:

- From rated work to other rated work or vice versa;
- From rated work to unrated work or vice versa;

CFS employees, whether on a Regular Work Force or otherwise, may be moved between a CFS operation and a conventional dock operation either for a full shift or once during a shift, when insufficient work is available within the CFS operation. The employer pledges in good faith that discretion will be exercised in the application of this provision.

Cargo which is destined to a CFS operation, as described below, shall be subject to this agreement.

Cargo arriving which is not specifically destined to a CFS operation will be handled as break bulk until it is received into inventory and during this period will not be subject to this agreement. Once received into inventory, cargo thereafter destined to a CFS operation shall be subject to this agreement.

CFS operations shall be those operations where cargo moves into or out of a container directly, from or to; rail, truck or inventory.

Orders for labour for CFS work, placed with the Despatch Office, shall be specified as CFS.

Nothing contained in this agreement shall prevent an employer from doing all or a part of the work described herein under the terms of The Collective Agreement rather than performing such work under the terms of this agreement.

This Document shall remain in effect for a period of one year from the date of its signing and shall continue thereafter unless terminated by either party upon giving a sixty day notice of termination.

The Parties further agree to maintain all necessary records of cargoes handled to ascertain the benefits of on-dock CFS operations covered by this Document.

It is understood and agreed that the flexibility provisions contained in this document shall be restricted to this Container Freight Station operation and to the employees employed therein.

Black Book Document #88D
Container Freight Station Operations
Between BCMEA and ILWU Vancouver Island Local

In the interest of attracting additional cargoes to member employer dock operations, the Joint Industry Labour Relations Committee agrees as follows:

Employees, whether on a Regular Work Force or otherwise despatched to a CFS operation, will be despatched to the category of driver/checker/labourer and shall perform any and all production work in connection with the handling and movement of cargo, required in the CFS operation. Employees may be moved, as often as is required by the employer without any lines of demarcation within the CFS operation:

- From rated work to other rated work or vice versa;
- From rated work to unrated work or vice versa;

CFS employees, whether on a Regular Work Force or otherwise, may be moved between a CFS operation and a conventional dock operation either for a full shift or once during a shift, when insufficient work is available within the CFS operation. The employer pledges in good faith that discretion will be exercised in the application of this provision.

Cargo which is destined to a CFS operation, as described below, shall be subject to this agreement.

Cargo arriving which is not specifically destined to a CFS operation will be handled as break bulk until it is received into inventory and during this period will not be subject to this agreement. Once received into inventory, cargo thereafter destined to a CFS operation shall be subject to this agreement.

CFS operations shall be those operations where cargo moves into or out of a container directly, from or to; rail, truck or inventory

.Orders for labour for CFS work, placed with the Despatch Office, shall be specified as CFS.

Nothing contained in this agreement shall prevent an employer from doing all or a part of the work described herein under the terms of The Collective Agreement rather than performing such work under the terms of this agreement.

This Document shall remain in effect for a period of one year from the date of its signing and shall continue thereafter unless terminated by either party upon giving a sixty day notice of termination.

The Parties further agree to maintain all necessary records of cargoes handled to ascertain the benefits of on-dock CFS operations covered by this Document.

It is understood and agreed that the flexibility provisions contained in this document shall be restricted to this Container Freight Station operation and to the employees employed therein.

Joint Industry Labour Relations Committee #89

Re: Re-Load Operations

Respecting the above, the Joint Industry Labour Relations Committee confirms the attached provisions of the November 18, 1999, terms of settlement.

F.A. Pasacreta
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Attch.

Vancouver, B.C.
May 2000

Re-Load Operations Applicable to:

Insert name of signatory employer: _____

At its Re-Load Operation located at:

Insert address at which Re-Load _____
operation is located _____

In the interest of attracting additional work to the benefit of members of the ILWU and the signatory Employer, it is agreed that the signatory Employer may perform Re-Load Work under the terms of the Collective Agreement with the specific modifications outlined below.

It is understood and agreed that this document shall only apply to the specific Employer named herein and only within a designated area and only at the specific location identified above.

It is further agreed that employers are, subject to mutual agreement, entitled to become signatory to an identical arrangement as contained herein or another similar arrangement. The union agrees such mutual agreement will not be unreasonably withheld.

Employees, whether on a Regular Work Force or otherwise despatched to a Re-Load operation, will be despatched to the category of driver/checker/labourer and shall perform any and all work required in the Re-Load operation. Employees may be moved, as often as is required by the employer without any lines of demarcation within the Re-Load operation:

- From rated work to other rated work or vice versa;
- From rated work to unrated work or vice versa;

Re-Load employees, whether on a Regular Work Force or otherwise, may be moved between a Re-Load operation and a Conventional Dock operation either for a full shift or once during a shift, when insufficient work is available within the Re-Load operation. The employer pledges in good faith that discretion will be exercised in the application of this provision.

Goods which are destined to a Re-Load operation, as described below, shall be subject to this agreement.

Goods arriving which are not specifically destined to a Re-Load operation will be handled as break bulk until such goods are received into inventory and during this period will not be subject to this agreement.

Re-Load operations shall be those operations where goods are received by truck or rail and/or:

- re-handled back to truck or rail
- stuffed into a container
- moved into the terminal site for subsequent delivery to a deepsea vessel

Except as otherwise provided herein, goods may be moved to and from CFS, Conventional Dock and Re-Load Operations, by employees working in the operation from where such goods are being moved. Goods designated for loading direct from the Re-Load operation to a deepsea vessel shall be moved to the deepsea vessel by Conventional Dock employees, including checking for loading purposes.

Orders for labour for Re-Load work, placed with the Despatch Office, shall be specified as Re-Load.

Nothing contained in this agreement shall prevent an employer from doing all or a part of the work described herein under the terms of the Collective Agreement rather than performing such work under the terms of this agreement.

This Document shall remain in effect for a period of one year from the date of its signing and shall continue thereafter unless terminated by either party upon giving a sixty day notice of termination.

The signatory Employer agrees to maintain and make available to the Union, all necessary records of goods handled to ascertain the benefits of on-dock Re-Load operations covered by this Document.

It is understood and agreed that the flexibility provisions contained in this document shall be restricted to this Re-load operation and to the employees employed therein.

Signed this _____ day of _____ 1999

(Insert name of signatory Local Union) (Insert name of signatory Employer)

Signed for the ILWU

Signed for the Employer

#91 Joint Industry Labour Relations Committee

Re: Longshore Protective Footwear Policy

The Joint Industry Labour Relations Committee agrees that effective February 15, 2000, protective footwear, as described in the attached, shall be worn by all employees.

Exceptions for certain positions may be approved by the Joint Industry Labour Relations Committee providing that such exemptions are consistent with the applicable legislation.

It is further agreed that the BCMEA shall provide a one time allowance of \$100.00 to eligible employees for the purchase of new protective footwear as described on the attached. Such payment to be made on or before February 25, 2000.

In order to be eligible for such reimbursement an employee must have worked 500 hours during the calendar year 1999 or have worked a total of 800 hours during the calendar years 1998 and 1999.

In order to ensure that all employees are aware of the footwear policy the BCMEA will provide copies of the policy to the Despatch Centres for distribution to the workforce and will enclose a copy of the policy and implementation particulars with employee vacation pay checks to be issued during the first week of February, 2000.

The Joint Industry Labour Relations Committee agrees to discuss, during the next 6 months, issues which may arise with regard to the implementation of this policy. The Committee further agrees to discuss the Unions request for future financial contributions towards the acquisition of replacement footwear.

F.A. Pasacreta
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
January 20, 2000



NOTICE
TO ALL EMPLOYEES



LONGSHORE INDUSTRY PROTECTIVE FOOTWEAR POLICY

To comply with regulations governing protective footwear and Human Resources Development Canada's requirements for compliance by the Longshore Industry, the Union and the BCMEA have agreed that beginning **February 15, 2000**, all longshore employees must wear protective footwear that complies with the following standards:



Footwear worn in the industry must at a minimum, have an ankle height of 150 mm (6 inches), non-slip soles and display the green CSA triangle.

The Industry will begin strict enforcement of this requirement for longshore employees effective **February 15, 2000**.

Any employee reporting for work on or after February 15, 2000, without required footwear (as described above) will not be "turned to".

We thank you for your understanding and cooperation in the Industry's efforts to enhance safety and comply with regulatory requirements.

Joint Industry Labour Relations Committee #91A

Re: Boot Allowance

June 4, 2010

ILWU Canada
180 - 111 Victoria Drive
Vancouver, BC
V5L 4C4

Attention: Mr. T. Dufresne
 President

Dear Sirs:

Re: BOOT ALLOWANCE

This letter confirms that the parties agree that the current boot allowance of \$125.00 will be paid in 2012 and every two years afterwards or until the expiration of the Collective Agreement presently being negotiated.

Yours sincerely,

Mike Leonard
Vice President
Labour Relations

#92 Joint Industry Labour Relations Committee

Re: Utility Person

The Joint Industry Labour Relations Committee agrees that effective February 1, 2008, notwithstanding anything to the contrary in the Collective Agreement, each Employer covered by the Collective Agreement is entitled to have one utility person on its Regular Work Force and two utility persons on its Regular Work Force if the Employer has more than ten employees on its Regular Work Force. The utility person position is an unrated position and employees occupying such positions will perform various duties on site comprised of labouring work.

Notwithstanding the foregoing, the Employer shall be entitled to train Regular Work Force utility persons for rated work (shiploader and mobile crane only) and utilize these employees to perform such rated work when there are no employees with such ratings available in the Despatch Centre.

Utility person(s) who choose not to accept such training or who fail the training can stay as regular Work Force utility person(s) but in such a case the Employer shall be entitled to an additional utility person on its regular Work Force, beyond the cap in the first paragraph above, for each utility person who chooses not to accept training or who fails the training program.

M. Leonard

Chair - Association Representatives

Joint Industry Labour Relations Committee

T. Dufresne

Chair - Union Representatives

Joint Industry Labour Relations Committee

ref. March 22, 2003

Vancouver, B.C.

January 28, 2008

Joint Industry Labour Relations Committee #93

Re: Maintenance Meetings & Related Matters

The Joint Industry Labour Relations Committee agrees that effective March 22, 2003, in January of each year and every two (2) months thereafter if requested by the Union, Dock and Bulk Terminal Employers shall meet with two (2) Regular Workforce (RWF) maintenance employees and one Officer of the Union.

The purpose of the meetings shall be to advise the Union of known planned Capital projects to be undertaken during the budget/calendar year, including new construction, new installations and significant alterations to existing structures.

If requested by the Union, the committee shall meet in a timely manner to discuss unplanned or unforeseen projects that have arisen or to discuss maintenance matters of interest to the parties.

Nothing in the foregoing shall be interpreted as preventing the Employer from determining the manner and by whom the work is to be performed nor from proceeding with the work as scheduled.

The foregoing is agreed to on a trial basis for a period of three (3) years from the date of ratification of the 2003 Collective Agreement, after which either party has the exclusive right to serve written notice to terminate this document by giving the other party 60 calendar days notice.

F.A. Pasacreta
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
March 22, 2003

Joint Industry Labour Relations Committee #94

Re: Trades Training Document (Five (5) Year Extended Rotations Only)

Respecting the above, the Joint Industry Labour Relations Committee hereby agrees as follows:

“WITHOUT PREJUDICE OR PRECEDENT”

Application of this document is to Local 500 Electricians Only

1. Assessment of Competency - Screening Exam

- A. Prospective candidates for training will be required to pass a screening exam developed by an independent training institution in conjunction with the BCMEA. Local 500 will provide input into the development of the program and undertakes and agrees to co-operate with the Employers. Candidates will be required to take a screening exam demonstrating prerequisite knowledge in the following key areas: Motor Controls, Digital Logic and Computer Skills and Automated Controls. These key areas may change, from time to time, in order to meet the needs of the Industry.
- B. Candidates will be required to pass the screening exam before they go on to take the training modules.
- C. If an individual fails the screening exam but demonstrates reasonable competency, as determined by the independent training institution they could:
 - Upgrade their specific skill deficiency through self-study or by taking a pre-approved night school program at an independent training institution and then challenge the screening exam.
 - If an individual were successful in challenging the screening exam, they would then commence the training modules.

2. Training

- A. Individuals achieving a passing grade on the screening exam, as determined by the examining institution, will attend the following training modules:
1. High Voltage Safety Training
 2. VFD Training (Variable Frequency Drive)
 3. PLC
- B. An independent training institution in conjunction with the BCMEA will develop these three modules. Local 500 will provide input into the development of these modules and undertakes and agrees to co-operate with the Employers. A qualified independent training institution will present these modules.
- C. The Employers anticipate that the total duration of the three modules will be equivalent to 10 days or 80 hours of training.
- D. If an individual fails a training module but demonstrates reasonable competency, as determined by the independent training institution, they could:
- Upgrade their specific skill deficiency through self-study or by taking an Employer approved night school program at an independent training institution and then challenge the module exam.
 - If an individual were successful in challenging the module exam, they would continue with any remaining training modules.
- E. In addition to the training described in this section the Employers intend to provide additional site specific and Industry training on an as required basis. The Union agrees to co-operate in respect to the provision of this training.

3. Costs for Training

- A. The employees shall not be responsible for the cost of the screening exam and shall be compensated at the straight time base rate, for the hour(s) spent attending the screening exam.
- B. Individuals who fail the screening exam and are wishing to up-grade their skills may take a pre-approved course. Upon confirmation of successful completion that person will be reimbursed for the tuition costs of the course only.
- C. Individuals wishing to re-take the screening exam for the second time will receive straight time wages upon confirmation of successful completion. Should an individual fail the second exam they will no longer be given further consideration for testing.

4. Scope of Training

- A. At present, there are 76 electricians (union/casual) in the Industry. The BCMEA agrees to train all trades certified RWF and Hall Certified Electrician employees in accordance with the following principles:
 - Approximately one third of all eligible employees will receive the training defined under the assessment and training portions of this document in each year for the next three years. Employees who successfully complete the training specified above will become qualified and eligible for five (5) year RWF Trades positions.
 - The parties agree to designate those hall electricians who have successfully completed the foregoing training as persons eligible for five (5) year RWF positions and to cover any absences for same.
 - The parties agree to the following process for the selection of applicants for the training described herein:

- a) Candidates will be selected on the basis of seniority;
- b) 70% will be drawn from the existing RWF Electrical Work Force positions; and
- c) 30% will be drawn from the hall;
- d) The parties agree that candidates will be selected on a proportional basis by site;
- e) After the first year of training 25% of all Electrical RWF positions shall be five (5) year RWF positions;
- f) After the second year of training 50% of all Electrical RWF positions shall be five (5) year RWF positions;
- g) After the third year of training 80% of all Electrical RWF positions and in any case not less than 75% of all Electrical RWF positions shall be five (5) year RWF positions;
- h) It is understood and agreed to by the parties that all electricians who are members of the Union as of January 15, 2003 (as per the attached list*) are under no obligation to participate in the foregoing training and their failure to participate will not affect their current employment status;
- i) In an effort to achieve the percentages outlined above, all RWF positions that become vacant through firings, resignations, rotations and increases to the number of Regular Work Force employees employed at the site shall be filled by employees holding the five-year rotation designation;
- j) Additionally, the parties agree that the five-year rotation attaches to the person not the position.

* *Due to privacy considerations the attached list is available only as part of the original Black Book document.*

5. **Current Practices**

The parties agree that the terms of this document are not intended to displace or otherwise replace any processes and/or practices at other Locals.

6. **Prospective Entrants to the Industry**

The parties agree that all new prospective electrical trades applicants to the Industry will be required to pass an entry level exam developed by an independent training institution in conjunction with the BCMEA. Local 500 will provide input into the development of the program and undertakes and agrees to co-operate with the Employers.

F.A. Pasacreta
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
March 22, 2003

#95 Joint Industry Labour Relations Committee

Re: Gain Share Audit

The Joint Industry Labour Relations Committee agrees that effective March 22, 2003, Union to conduct a gainshare audit of container volumes from January 01, 1999 to December 31, 2002.

F.A. Pasacreta
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
February 21, 2003

Joint Industry Labour Relations Committee #96

Re: Vancouver Memorandum of Understanding Grain Operations

In recognition of the current situation facing the Canadian Grain Industry, and notwithstanding anything contained in the Collective Agreement to the contrary, the following terms and conditions shall apply to vessel operations at Canadian West Coast Grain Terminals (excluding Bulk Terminals).

Shift Schedules:

Hours of work for grain vessel operations shall be divided into three shifts each day, seven days per week, as follows:

12:00 a.m. to 8:00 a.m. (Graveyard Shift)

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

4:00 p.m. to 12:00 p.m. (Night Shift)

Uninterrupted Operations:

Grain vessel operations shall operate on an uninterrupted basis without stopping for any reason, as per Article 21.05. Employees working on an uninterrupted basis shall be paid for eight (8) hours per shift at the applicable shift rate of pay.

Once the Canadian Grain Commission has reported twelve (12)** million tonnes for a crop year (shipped through Canadian West Coast Ports), employees required to work during normally scheduled meal periods shall be paid in accordance with Article 21.01(14), for the following crop years. This rate shall remain in effect for the balance of the term of the Collective Agreement.

Crop Year:

A crop year is to be as established by the Canadian Wheat Board (currently August 1 to July 31).

Order/Cancellation and Despatch Times:

Within 30 days of the signing of the new Collective Agreement, the Parties shall develop revised order/cancellation and despatch

times to ensure employees are on the job at the new shift start times: 12:00 a.m., 8:00 a.m. and 4:00 p.m.

Term of Agreement:

It is understood that either Party has the exclusive right to terminate this Memorandum on the last day of the term of the new Collective Agreement by providing six months, written notice to the other party.

** This figure is to be calculated from the report entitled "Crop Year () - () Pacific Coast Ports" issued by the Canadian Grain Commission, for all grain products excluding Pellets and U.S. agricultural products. See attached report for calculation of the "Total Tonnage Figure".

Glen Edwards
For ILWU Canada

Mike Leonard
For the BCMEA

Vancouver, B.C.
October 2, 2003

Joint Industry Labour Relations Committee #98

Re: Recommendations: Lines Committee
- 2007 Round of Industry Bargaining

Following a number of meetings of the members of the captioned committee we are pleased to forward the following terms as a recommendation for settlement for your consideration as they pertain to the Port of Vancouver - except where otherwise provided herein:

1.0 Methodology of Vessel Tie-ups and Let Go's (Vancouver Only)

- A. Vancouver based Lines crews will tie-up and let go vessels (fore and aft) simultaneously. To demonstrate the point a tie-up may include 3 fore and 3 aft whereas a let-go may include 2 fore and 2 aft.
- B. The parties recognize that circumstances may warrant a different configuration i.e. 4&2, 2&2, etc. The point being that the principle of simultaneous tie-up, let-go, shifting etc, (fore and aft) will be maintained at all times.

2.0 Lead Linespersons (Vancouver Only)

- A. One member of each lines crew will be designated as a lead Linesperson. This person will be responsible for communicating with the vessel's pilot during all phases connected to a vessel's tie-up, shift to another berth or let-go and will be provided with a marine radio for this purpose. This person will continue to be responsible for informing the Lines Crew with respect to all aspects of the tie-up, shifting and let-go of vessels. The Marine Radios will be supplied at the BCMEA's expense.
- B. In recognition of the Lead Linesperson's responsibilities the BCMEA and ILWU Lines Committee recommend that lead Linespersons receive a premium of \$0.08 cents per hour for each hour worked.

- C. The BCMEA and ILWU Lines Committee agree to permanently designate one Linesperson as lead Linesperson per Lines Crew. This will be done utilizing existing selection criteria on the processing of RWF employees in addition to other mutually agreed criteria in recognition of the uniqueness of the Lead Linesperson role.

The parties will discuss the foregoing in addition to determining the appropriate number of linespersons to be trained as Lead Linespersons. As well, the parties will make any necessary adjustments to accommodate the designation across the Lines category.

In an effort to determine the most efficient way to link the Lead Linesperson to each Lines Crew despatched, the parties will discuss this matter with the BCMEA despatch supervisor or designate. All of the terms of this document will become effective upon resolution of this matter.

3.0 **Conversion of Hourly Rate (from Lines to Longshore Rate)**

- A. The ILWU Canada Lines Committee has advanced a demand “to bring the Lines Category to the same hourly shift rate of pay as every other category”. (All Port Areas)
- B. The Committee has debated the foregoing request and is prepared to make the recommendation that the existing Lines Rate of Pay be converted to the applicable Longshore rate as setout in Schedule 3 table Of Hourly Wage rates and will be paid the applicable shift rate for hours worked in accordance with existing practices, except as noted in 3.0 (C) below. (All Port Areas)
- C. The existing practice for Local 500 regarding the payment of 15 minute increments following the end of the first hour call-out will be changed to reflect a payment of 30 minutes at the shift rate of pay. Any requirement to work beyond the 30minutes will be payable at 15 minute increments at the shift rate of pay. (Vancouver Only)

4.0 **Form and Term of the Agreement (All Port Areas)**

This agreement will be added to the Black Book Document which can be terminated at any time during the life of the BCMEA & ILWU Canada Collective Agreement by either party by giving the other party 30 calendar days notice - in writing - of its desire to terminate.

5.0 **Other matters (All Port Areas)**

- A. The parties discussed the issue of Lines Boats and both recognize and agree that their utilization when and where is subject to change and is a matter to be decided by the ship owner and/or Pilot and will have regard to safety.

Vancouver Only

- B. Upon release by a BCMEA Despatch Supervisor or Lines Despatcher or their designate, lines crews may be despatched to a subsequent lines call in their fourth hour of their first and any subsequent call-outs of the day.

For example: If the first call-out occurs at 2 pm and the lines crew is released by an authorized BCMEA representative at 2:15pm and all subsequent - in category - lines crews are despatched and unavailable for the next call which in this example occurs at 5:30 pm, the job currently will go to the lines crew that was released by the BCMEA despatch Hall at 2:15 pm.

NOTE: The current practice of calling linespersons on days off before going to the hall will continue.

6.0 **Administration (All Port Areas)**

- A. The parties all agree that all the terms of the BCMEA and ILWU Canada Collective Agreement remain in full force and effect and that the terms of this Black Book agreement must be interpreted in that light.

- B. Any dispute regarding the application of this agreement's terms will be referred by the parties to Industry Arbitration for final resolution.

M. Leonard
Chair - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chair - Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
August 28, 2007

Joint Industry Labour Relations Committee #99

Re: ILWU Local 500 – BCMEA Declaration of Availability

1. The BCMEA agrees that the ILWU Local 500 will provide two (2) Coordinators who will participate in the Declaration of Availability.
2. The two Coordinators will participate in the Declaration of Availability process and will be responsible for maintaining a one to one match for all jobs ordered across all shifts as outlined in Appendix “A” after a six month start-up period.
3. The two Coordinators will be proposed by the Union and their appointment as coordinators will be by mutual agreement between the BCMEA and the ILWU Local 500. The Coordinators must qualify for a Transport Canada Security Clearance. BCMEA/Employers will not be unreasonable in the selection of the Coordinators. The same conditions will apply to the appointment of two relief Coordinators who will relieve the Coordinators for sickness or vacation.
4. Not less than six months notice will be provided by the ILWU Local 500 if a Coordinator terminates his services. Once termination notice is given the replacement processes outlined above will be followed.
5. The Coordinators are employees of ILWU Local 500 and the BCMEA will reimburse ILWU Local 500 for the salaries and benefits of the Coordinators in accordance with the following formula:
 - (a) Current collective agreement base rates (adjusted annually on April 1 pursuant to the Collective Agreement);
 - (b) Multiply (a) by 66 hours;
 - (c) Multiply the total in (b) by 52 weeks;
 - (d) Multiply the total in (c) by 2 (the number of Coordinators);

- (e) Multiply the total in (d) by 10% representing average holiday pay and add it to the total;
- (f) Add to the aggregate total in (e) applicable CPP, EI and WCB premiums.

For clarity, and by way of example, the above formula would operate as follows:

- (a) April 1, 2020 base rate: \$45.25 per hour;
 - (b) Multiplied by 66 hours per week equals \$2,985.84;
 - (c) Multiplied by 52 weeks equals \$155,263.68;
 - (d) Multiplied by 2 equals \$310,527.36;
 - (e) Multiplied by 10% (\$31,052.74) and added to the total equals \$341,580.10;
 - (f) Add to \$341,580.10 the applicable CPP (\$2,898x2), and WCB (\$226.46x2) premiums for an aggregate total of \$350, 226.82.
6. Any disputes arising during the term of the Collective Agreement regarding the application of this Declaration of Availability and that are not resolved by the Parties to this Agreement within 15 days of the issue arising will be referred to an expedited arbitration process for resolution.

“Appendix – A”

The ILWU Local 500 Coordinator’s participation in the BCMEA Declaration of Availability process will be as follows:

ILWU Local 500 casuals will declare their availability for work with a BCMEA supplied Interactive Voice Response (IVR) system and will so declare their availability in accordance with the following schedule:

- **Day availability between 16:00 – 20:00 previous day**
- **Night & Graveyard availability between 04:00 – 13:00 same day**
- **5:45 availability between 14:00 – 15:30 same day**

Working with BCMEA Dispatch Office Staff, the two (2) ILWU Local 500 Coordinators will interact daily with the Declaration of Availability System and monitor and review labour demand and labour supply for the Day, Night, Graveyard and Coastwise dispatches.

The BCMEA will provide the ILWU Local 500 Coordinators with the following information for the Day, Night, Graveyard and Coastwise dispatches:

- Shortage forecast report. Attached as Appendix “B”

This information will define, in advance of the physical dispatch of labour for the Day, Night, Graveyard and Coastwise dispatches, whether there will be any shortages of labour that may arise during any of these dispatches.

In the case of a shortage of labour the two (2) ILWU Local 500 Coordinators will be responsible for maintaining a one-to-one match between job positions ordered and available employees in advance of the Day, Night, Graveyard and Coastwise dispatches for the following employee shifts seven days per week 365 days a year:

- 1:00 a.m. to 8:00 a.m. (Graveyard shift)
- 8:00 a.m. to 4:30 p.m. (Day Shift)
- 8:00 a.m. to 5:00 p.m. (Day Shift – Coastwise Cruise Vessels Only)
- 4:30 p.m. to 1:00 a.m. (Afternoon Shift)
- 5:00 p.m. to 1:00 a.m. 1:00 p.m. to 10:00 p.m. (Night Shift Coastwise Cruise Vessels Only)

Or such other shift variance permitted under the BCMEA and ILWU Canada Collective Agreement.

Further, the ILWU Local 500 Coordinators shall maintain that the one-to-one match achieved during the Declaration of Availability is maintained up to and including the physical dispatch period. Additionally, a related objective is to significantly reduce the utilization of the following being required during the physical dispatch sequence:

- Transfers
- double shifts
- extensions
- cuts
- shortages
- etc.

In the case of ILWU Trades persons and orders for trades personnel, ILWU Trades persons will be required to declare their availability via the Declaration of Availability System however, a one-to-one match will not be required by the Association.

On a monthly basis the BCMEA and ILWU Local 500 Coordinators shall meet for the purpose of reviewing the Declaration of Availability process and opportunities for improvement.

Jack Vogt
 Chair - Association Representatives
 Joint Industry Labour Relations Committee

Rob Ashton
 Chair – Union Representatives
 Joint Industry Labour Relations Committee

Ref. April 2011
 Vancouver B.C.
 June 26, 2019

#100 Joint Industry Labour Relations Committee

Re: Industry Recruitment Agreement

MEMORANDUM OF AGREEMENT

BETWEEN

**BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION
(Hereinafter referred to as the “BCMEA”)**

And

**INTERNATIONAL LONGSHORE AND WAREHOUSE UNION CANADA
(Hereinafter referred to as the “Longshore Locals”)**

(Collectively referred to as the “Parties”)

The British Columbia Maritime Employers Association (BCMEA) and the International Longshore and Warehouse Union CANADA recognize the ongoing need for a sufficient and qualified labour pool of longshore employees to meet the on-going needs of the industry in the Port Areas covered by the BCMEA and ILWU Canada Collective Agreement.

Section 1.0 Overview of Recruitment Program

The Parties agree to co-operate in the implementation of a recruitment program. The following process to implement this program is designed to recruit and evaluate all longshore candidates for entry-level employment to ensure that they possess the aptitudes and skills necessary to work safely and efficiently.

1.2 The Parties have agreed to the following terms for the establishment and management of a process for the recruitment and evaluation of individuals under the terms of this agreement:

The recruitment program will be premised on achieving a transparent and clear process;

The Parties to the recruitment process will make every reasonable effort to comply with all applicable legislation, including the Canada Labour Code, Employment Equity Act (Canada), Canadian Human Rights Act and Personal Information and Electronic Document Act (PIPEDA);

The Parties will review the recruitment process on an annual basis and modify it as necessary within each Port area covered by the BCMEA and ILWU Canada Collective Agreement.

1.3 The Parties agree to ensure that the applicant pool gathered in accordance with the terms of this Memorandum of Agreement is achieved through an open process that is consistent with the terms set out in Section 1.2 and which can be audited by either party upon written request to the other party.

Section 2.0 – Selection of Applicants

2.1 In accordance with Article 9.2 (a) of the BCMEA and ILWU Canada Collective Agreement the Parties will jointly determine from time to time that in each area there is an adequate and competent workforce and an appropriate number of employees to be registered and dispatched within and between areas. The Parties will only use the application form attached to this agreement.

2.2 Applicants will be selected by the Union in consultation with the BCMEA using the process that is defined below. The Union selection process will be in writing and be developed in consultation with the BCMEA. All applications will be collected by the Longshore Local and will be provide to the BCMEA.

2.3 Applicants will proceed through the testing and recruitment evaluation process developed by the BCMEA in consultation with each Longshore Local. Applicants will now be considered “candidates”.

The Parties agree that the test to be used will be sealed in an envelope and secured by a mutually agreed to third party (law or accounting firm) who shall provide the opportunity to review the test in the Presence of the Parties by request.

Section 3.0 – Recruitment Process

Candidates must pass written safety, competency and physical evaluation tests and a fitness to work medical assessment administered and evaluated by the BCMEA. Candidates who do not attend for testing at the assigned time or provide medical information or any other required documents and information by the assigned time without sufficient reason, will be considered to have abandoned their applications. The BCMEA will use ILWU personnel to assist with the physical testing.

If at any time the testing results are determined by either Party to not be meeting the needs of the recruitment process the Parties will re-evaluate the testing and evaluation process and where necessary the BCMEA will make changes in consultation with the Union.

Candidates must provide a completed industry medical form (attached), the candidate must also sign the attached waiver of liability before physical testing will be scheduled for that applicant.

Candidates must provide written consent for the collection, use and disclosure of personal information by and between the Parties that is required for the purposes of the recruitment process and this Agreement.

Section 4 – Records and Statutory Obligation

All documents outlined above in the recruitment process are to be securely retained by the BCMEA and ILWU for their employment files. It is agreed by the Parties that procedures related to these records will comply the requirements of Personal and Electronic Documents Act (PIPEDA). The Parties consider all sharing of personal information gathered during the recruitment process between the BCMEA and Longshore Locals to constitute a transfer and not a disclosure of information.

Section 5 – Registration

5.1 The Parties will continue with the past practice of registration and each Local will be in charge of the registration books. Candidates, who successfully complete all phases of the recruitment process outlined above shall now be employee's and jointly registered as per Article 2, of the BCMEA and ILWU Canada Collective Agreement. Successful employees will be assigned positions on the lowest permanent Casual Board and shall thereafter be eligible for employment under the BCMEA / ILWU Canada Collective Agreement subject to 5.2 and 6.1 below in their respective locals in which they were hired.

5.2 The Parties agree that employees will be eligible for employment to labouring work only after receiving and successfully completing training as indicated in Article 6.1 below.

Section 6 – Training for Successful Registrants

6.1 Successful employees who have passed all required tests and evaluations outline in sections one through five above will be trained with pay for:

- (1) container work (lashing and reefer plug in)
- (2) break-bulk training
- (3) other training as determined from time to time

The training curriculum will be developed as part of Article 8 of the Collective Agreement.

When an employee has an opportunity for training as outline in 6.1 above and when their turn based on date hired (seniority) successful employees who have industrial or equipment operating experience related to work on the waterfront will be evaluated by the BCMEA/ILWU Trainers and Field Supervisors.

Candidates shall not be entitled to compensation from either the BCMEA or the Union for participation in the recruitment process which will include all written and physical testing outlined in points 1-4 above.

Section 7 – Compensation continued

When there is a need to recruit the BCMEA agrees to maintain existing Local practices in effect of paying up to two (2) Local Officials designated by the Longshore Local to assist with the testing process. There shall be equal amount of representation from both Parties.

Section 8 – Agreement

The BCMEA on its behalf and on behalf of its members signify their agreement with the terms of this Memorandum of Agreement by affixing their signature below in the City of Vancouver, BC on this 19th day of January, 2012. Likewise ILWU Canada and the Longshore (Local 500, 502, 505, 508, & 519) signify their agreement with the terms of this Memorandum of Agreement by affixing their signatures below.

Mike Leonard for the BCMEA

Tom Dufresne ILWU Canada

Mark Keserich ILWU Local 500

Chad O’Neill ILWU Local 502

Glen Edwards ILWU Local 505

Brett Hartley ILWU Local 508

Richard Lemieux ILWU Local 519

APPLICATION FOR CASUAL EMPLOYMENT - MUST BE COMPLETED IN FULL

Application Date (DD/MM/YY)

Date Available (DD/MM/YY)

Personal Data Mr. Mrs Ms. (as appears on current government identification)

Surname

First Name

Middle Initials

Address

Apt. No. (if applicable)

City

Province

Postal Code

Telephone (home)

Telephone (work)

Cell

Mailing Address (if different from above)

Apt. No. (if applicable)

City

Province

Postal Code

Email Address - We encourage you to provide one for ease of scheduling

How did you hear about us?

Are you currently eligible to legally work in Canada? Yes No**Education and Training**

Circle the highest level of education successfully completed.

ELEMANTARY

HIGH SCHOOL

COLLEGE/TECHNICAL

1

2

3

4

5

6

7

8

9

10

11

12

1

2

3

4

5

6

7

Name and location of High School

Name of Post Secondary or Trade/Vocational Institutions

Trades:

Please list any trades, welding, heavy equipment, rail or First Aid qualifications held and attach certificates or licenses.

Do you have a valid BC Driver's License? None Class 5 Class 1 Class 2 Class 3 Class 4 Air Endorsement**Do you have previous industrial experience?** None 1 Year 2 to 3 Years 4 to 6 Years 7 to 10 Years 10 + Years**Do you have previous longshore experience?** None 1 Year 2 to 3 Years 4 to 6 Years 7 to 10 Years 10 + Years**What type of heavy machinery have you operated?** None Crane Backhoe Heavy Truck Forklift Loader Other (list)**Rate your level of computer literacy:** Never used a computer Beginner Intermediate Advanced**Career Objective:**

Please provide your employment history for the last 5 years

Employment History - Current Employer

Company			Name and Contact Number for Verification
Title	Start Date (MM/YY)	End Date (MM/YY)	
Job Summary			

Employment History - 2

Company			Name and Contact Number for Verification
Title	Start Date (MM/YY)	End Date (MM/YY)	
Job Summary			

Employment History - 3

Company			Name and Contact Number for Verification
Title	Start Date (MM/YY)	End Date (MM/YY)	
Job Summary			

I give permission for the BCMEA to verify my work history and contact my current and previous employers if I am selected.

Date (DD/MM/YY)

Signature

Working Conditions:

Basic longshore work may consist of working aboard ships and barges, in the hold, on deck and on the dock involving hand-handling and lifting of sacks, cartons, pellets, boxes, crates frequently weighing over 25 lbs; lashing of boxes, containers, logs, etc. Longshore work may also involve: climbing of vertical ladders at heights in excess of sixty (60) feet; driving automobiles or other mechanical equipment; working in proximity of moving loads and equipment and on uneven work surfaces; working in dusty areas and areas with irritating chemical exposures which require the use of a respirator, safety glasses or goggles and impervious gloves or aprons; working in areas requiring the wearing of appropriate safety equipment (i.e. a hardhat, safety vest, life vest or protective outerwear; working in areas which require the use of ear-plugs or muffs).

Do you have any known condition(s) that would limit your ability to do any longshore work described under the heading "Working Conditions"? No Yes

Are you willing to perform any and all longshore work as may be required? No Yes If "no", explain:

I understand that I will be required to undertake a medical examination and provide details to the BCMEA. I hereby give permission to the BCMEA's physician to discuss my current or past medical history with my examining physician(s) or family physician(s) and to forward the medical examination report to the BCMEA who may use the information to determine my fitness to perform longshore work.

Applicant's Signature _____

Date _____

Other Questions

Can you read and understand English sufficiently to follow instructions as to the safe operation of mechanical equipment used in longshore work and to comply with labels, signs and instructions to ensure that you are able to avoid undue exposure to hazards?

Yes No

Do you understand that you will be required to take a written test?

Yes No

Do you understand that this job requires you to be available to work shifts 24 hours per day, 7 days per week, 365 days per year in all weather conditions, and that as a casual employee you have no guarantee of full-time work?

Yes No

Do you understand that you are required to attend the despatch hall in order to be available for work, and that longshore work is casual employment with fluctuating work levels that may result in insufficient work for you to be despatched daily?

Yes No

Do you have a First Aid certificate?

None Basic or WCB Level 1 WCB Level 2 WCB Level 3

Do you understand that a background and security check/clearance may be part of the application process which must be maintained as a condition of employment?

Yes No

Do you understand and agree to abide by the industry zero tolerance policy for drugs and alcohol.

Yes No

Please rank your preference for testing (1,2,3).

Week Day Week Evening Week End

Statement

I hereby certify that the information given by me in this application is true and complete. I understand and agree that if any of the answers provided herein are at any time found to be false, I will be subject to immediate deregistration from all work on the waterfront. I voluntarily give the BCMEA the right to make a thorough investigation of my education, training and

Date (DD/MM/YY)

Signature

Please Note: At each testing stage, you are required to produce the following ID:

1. Driver's License or valid government issued photo ID and,
2. Proof of Social Insurance Number.

Social Insurance Number

The collection of the SIN is for payroll purposes and identification purposes at each stage of testing.

**BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION AND
INTERNATIONAL LONGSHORE AND WAREHOUSE UNION CANADA**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

2/10/11

Name	
Address	

**TO: BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION AND INTERNATIONAL
LONGSHORE AND WAREHOUSE UNION CANADA**

ASSUMPTION OF RISKS

I am aware that participation in the Physical Performance Assessment (the "Physical Assessment") which is part of the selection process for the employment of longshore personnel, involves very strenuous and potentially hazardous activities with many risks. These include, but are not limited to, the risk of suffering serious injury or death as a result of the presence of heavy mobile equipment and the physical demands imposed by the activities included in the Physical Assessment; negligence on the part of other participants in the Physical Assessment; AND NEGLIGENCE ON THE PART OF THE BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION (HEREAFTER REFERRED TO AS THE "BCMEA") OR THE INTERNATIONAL LONGSHORE AND WAREHOUSE UNION CANADA (HEREINAFTER REFERRED TO AS "ILWU CANADA") THEIR MEMBERS AND EMPLOYEES, INCLUDING THE FAILURE ON THE PART OF THE BCMEA OR ILWU CANADA, OR THEIR MEMBERS AND EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE, I freely and fully assume all such risks and the possibility of injury, death, property damage or loss, resulting therefrom.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS AGREEMENT

In consideration of the BCMEA and ILWU Canada reviewing my application for employment and allowing me to participate in the Physical Assessment, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the BCMEA and ILWU Canada and their members, officers, officials, employees, representatives and agents (collectively the "Releasees") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury including death, or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the Physical Assessment due to any cause whatsoever including, but not limited to, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR ANY OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees other than what is set out in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, OR ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____, 20 ____

Witness

Signature of participant in Physical Assessment
Print name clearly:

If the participant in the Physical Assessment is under the age of 19 years, this agreement must also be signed by the participant's parent or legal guardian.

Signed this ____ day of _____, 20 ____

Witness

Signature of participant's parent or legal guardian
Print name clearly:

INSTRUCTIONS TO CANDIDATES: MEDICAL FORMS**Prospective Employees**

Please provide the following forms to your medical practitioner and return the completed forms to the Association. These forms, along with supporting documentation, must be completed and submitted to the Association before your application can be considered to be complete.

All costs associated with completion of the medical forms and supporting documentation is your responsibility.

Provide the Association the signed and completed ***original report only with the audiometric test record attached*** (keep a copy for yourself) of the results of your medical check. We encourage you to obtain medical clearance and have the medical forms in Appendix 3 completed as soon as you can. If you are successful in passing the comprehension tests, the completed medical form will be required before you take the physical tests.

**A COMPLETE AUDIOMETRIC TEST RECORD MUST
ACCOMPANY THE MEDICAL FORM.**

To Examining Physician

Please complete the accompanying BCMEA - ILWU recruitment medical form (#1) and return completed form(s) to your patient. Accompanying the form is a set of guidelines (#2) to be used in conjunction with the examination.

Thank you for your cooperation. If you have any questions relative to the guideline or form please contact:

British Columbia Maritime Employers Association
Attention: TSR Department

Tel: (604) 688-1155
Fax: (604) 602-9859

**A COMPLETE AUDIOMETRIC TEST RECORD MUST ACCOMPANY THE MEDICAL
FORM.**

BCMEA - ILWU RECRUITMENT MEDICAL FORM

Prospective Industry Applicant

Name: _____

Address: _____
Street Postal Code

Tel. No: _____

The above noted individual has been examined in conjunction with the guidelines provided.

I certify that I have read and understand the guidelines. This individual is fit for longshore physical testing and fit for all longshore work and has been examined and meets all the recommended guidelines as indicated in the following areas:

Hearing*	<input type="checkbox"/>	Spine	<input type="checkbox"/>
Eyesight	<input type="checkbox"/>	Abdomen, inguinal Rings	<input type="checkbox"/>
- general	<input type="checkbox"/>		
- specialized equipment	<input type="checkbox"/>		
Blood Pressure	<input type="checkbox"/>	Neurologic	<input type="checkbox"/>
Extremities	<input type="checkbox"/>	Balance	<input type="checkbox"/>
Pulmonary Function	<input type="checkbox"/>	Urinalysis	<input type="checkbox"/>
		General overall fitness	<input type="checkbox"/>

Areas where ongoing monitoring recommended/comments:

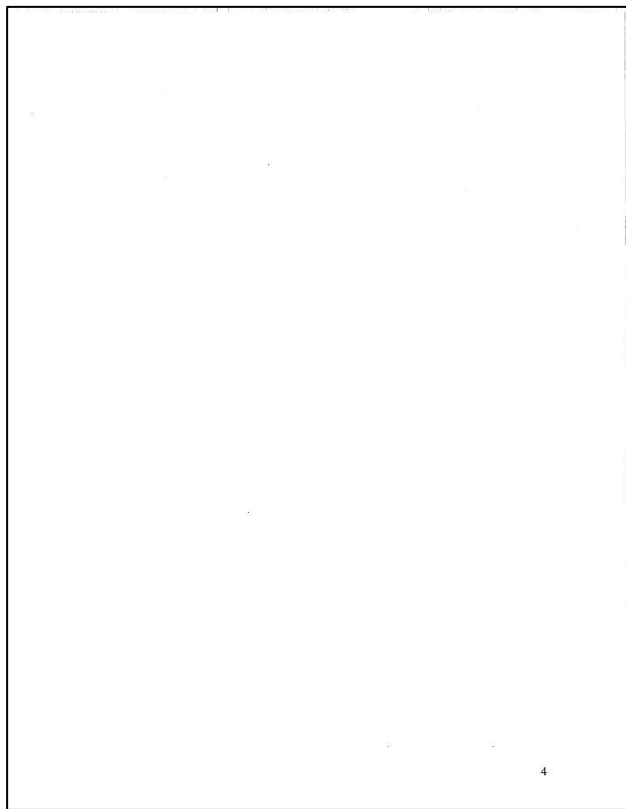
Doctor's signature _____

Date _____

Please print Name: _____

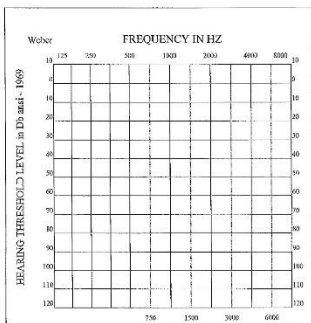
Address: _____

Tel. No: _____



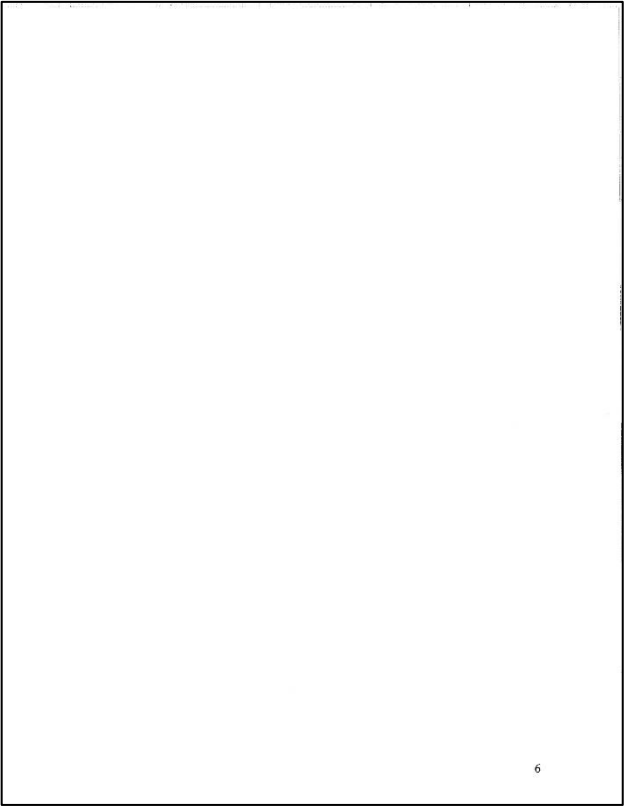
NAME: _____

PROBLEM: _____



LEGEND		
	RIGHT EAR (Ref)	LEFT EAR (Dist)
AIR	unmarked O	marked X
	marked Δ	marked \square
PHONE	unmarked \wedge	unmarked \vee
	marked	marked
NO RESPONSE	↓	↓
SAL	→	←

SPEECH AUDIOMETRY			
TAPES	<input type="checkbox"/> RECORDED	<input type="checkbox"/> LIVE VOICE	
	RIGHT EAR (Ref)		LEFT EAR (Dist)
BCI	dB	hearing L	dB
		hearing R	dB
	dB	hearing L	dB
		hearing R	dB
IP	dB	hearing L	dB
		hearing R	dB
DISC	dB	hearing L	dB
		hearing R	dB
	dB	hearing L	dB
		hearing R	dB
MCL		dB	dB
UCL		dB	dB



**PHYSICIAN GUIDELINES FOR PRE-PLACEMENT
EXAMINATION GIVEN TO APPLICANTS FOR
LONGSHORE WORK (#2)**

Policy

A detailed health appraisal is required before the applicant is granted placement within the longshore industry.

Purpose

To answer whether the applicant is physically and mentally capable of doing long shoring work without risk to themselves or other employees. Any abnormalities found during examination that could interfere with job safety are to be disclosed to the applicant so that the condition can be treated and stabilized. The same information is to be provided to the Association on the Recruitment Medical Form.

Job Characteristics

Persons employed in the longshoring industry will be required to do heavy physical labour in the holds, on the decks of ships and barges and on the dock. Longshore work can include any or all of the following:

1. Periodic handling and lifting of sacks, cartons, boxes, pallets, crates and heavy chains and cables. Sacks can weigh up to 50 kg (110 lbs).
2. Lashing of boxes, containers, logs and other cargo. The longest lashing bar is 5.3 meters (17.5 feet) in length and weights 20.4 kg (47 lbs).
3. Climbing vertical ladders at heights in excess of 18.5 meters (60 feet).
4. Operating moving equipment, such as forklifts, trucks and automobiles.
5. Operation of mechanical handling equipment.
6. Working in proximity to moving loads and equipment often on uneven work surfaces.
7. Working in dusty areas and areas with irritating chemical exposures which require the use of a respirator, safety glasses or goggles and impervious gloves or aprons. Working in areas requiring a hard hat.
8. Working in noisy areas which require the use of ear-plugs or muffs.

Physical Testing

The physical testing is to determine if the candidate has the job related physical ability to do the work of longshoring. The physical testing includes but is not limited to:

1. Climbing a 40 foot ladder;
2. A lashing test consisting of 4 short bars and 2 long bars that will have to be hung onto a container within an allotted time frame. They must complete 3 cycles of hanging and lowering all bars in sequence within 12 minutes. The last bar must be on the ground before 12 minutes is up. The largest bar weighs approximately 50 pounds and is 18 feet in length. This test may be modified from time to time.

Examination Process

There are three portions to the medical examination:

1. A comprehensive history, physical exam with lab tests including urinalysis for diabetes and kidney function screening, lung function testing and audiogram.
2. A decision is then made whether the applicant meets the long shoring job demands involving:
 - vision
 - hearing
 - strength and coordination of limbs
 - back fitness
 - pulmonary function
 - ability to function normally with a respirator
 - stability, alertness and intellect
 - absence of infectious disease
 - absence of medical conditions which could impair judgment, coordination or consciousness

Vision, hearing and pulmonary function measurement should be compared against specific standards as indicated in the following pages. The other areas rely on the physician's experience and guidelines included later in this document.

Strength, Coordination of Limbs Guidelines

The applicant must have adequate joint range-of-motion, power and coordination in upper and lower limbs for gripping, lifting, carrying, climbing, reaching above shoulder level, walking and squatting.

Inguinal hernia must be repaired before placement or continued employment.

Conditions such as neuropathies, myopathies, recurrent shoulder dislocations, knee cartilage damage (resulting in locking, swelling or giving away), osteoarthritis, deformities, previous bone/joint/soft tissue surgery or injuries need to be carefully assessed.

Gross obesity interfering with health or safety (e.g. ladders and hatches) may preclude employment. Where an individual demonstrates an inadequate strength or agility due to obesity, further review and fitness testing will be required before placement.

Table of Weight Guidelines – BMI of 30

<u>Height without Shoes</u>	<u>Maximum allowable weight without clothes</u>
62"	165 lbs
63"	170 lbs
64"	175 lbs
65"	180 lbs
66"	186 lbs
67"	192 lbs
68"	198 lbs
69"	204 lbs
70"	210 lbs
71"	216 lbs
72"	222 lbs
73"	228 lbs
74"	234 lbs
75"	240 lbs
76"	247 lbs

Back Fitness

Chronic back problems including a history of back surgery, sciatica, significant spondylolisthesis, and significant degenerative disc disease may preclude placement or continued employment. A back x-ray should be done if clinically indicated. Lumbar range-of-motion and flexor and extensor strength must be adequate for repeated heavy lifting. The ability to do a sit-up is a measure of adequate abdomen muscle tone. Gross obesity interfering with back range-of-motion, strength, or ability to do a sit-up may preclude placement or continued employment and the Table of Weight Guidelines based on a body mass index of 30 is to be followed.

Pulmonary Function Standards

An individual requires adequate pulmonary function for heavy manual labour and while wearing a respirator. Asthma, chronic bronchitis or emphysema may preclude employment in dusty jobs or irritating chemical exposures. If medically indicated, a chest x-ray must be performed to investigate obvious shortness-of-breath, cough or chest pain. To rule-out active chest infections, tests should be performed to measure air flow rate and lung capacity (minimum FEV1 = 1.7 litres, or FEV1/FVC over 48%).

Stability, Alertness, Intellect Guidelines

An employee's consistent ability to think and behave safely is mandatory in long shoring. These psychiatric factors are to be assessed during the history taking portion of the clinical exam. A mental status examination should be formally carried out if mood disorder (such as anxiety, depression or mania) or if any impairment in judgment, orientation, memory or intellect (e.g. schizophrenia, substance abuse) is suspected. Any impairment which could affect job safety needs to be discussed with the applicant and stabilized before placement or continued employment. The applicant must have adequate ability to understand and speak English.

Absence of Infectious Disease

Active skin, respiratory or gastrointestinal disease that could affect co-workers or impact the safe handling of food supplies need to be carefully assessed. Conditions such as impetigo, infected wounds, TB, acute hepatitis with jaundice require treatment before placement or continued employment.

Absence of Medical Conditions Which Could Impair

This is one of the most important areas to assess. The BC Motor Vehicle Medical Driving Guidelines for physicians is a useful source of recognized specific guidelines. Neurologic conditions (e.g. seizures, TIA), cardiac conditions (e.g. syncope, angina, uncontrolled blood pressure consistently greater than 170/100, arrhythmia), metabolic conditions (e.g. hyper or hypoglycemia), psychiatric conditions (e.g. hysterical seizures, depression, psychosis, mania), and medications (e.g. sedatives, narcotics, illicit drugs) need to be carefully considered by the examining physician.

Urinalysis

1. Unexplained glucosuria or uncontrolled diabetes requires evaluation prior to placement/continued employment. Insulin-dependent diabetes precludes placement/continued employment unless the examining physician concludes, based on the findings of the exam, that the applicant is a controlled diabetic who can safely perform longshore work. The applicant must be examined at regular intervals and be compliant with medical advice.
2. Persistent albuminuria requires evaluation prior to placement/continued employment.

#100A Joint Industry Labour Relations Committee

Re: Local 500 Attrition Based Recruitment Agreement

MEMORANDUM OF AGREEMENT

BETWEEN

BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION
(herein after referred to as the "BCMEA")

And

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION – LOCAL 500
(herein after referred to as the "Union")

(Collectively referred to as the "Parties")

The BCMEA and the Union recognize the need to recruit on an ongoing and continuous basis so as to ensure that the needs of the industry are met. As such the parties agree to the following Local application of the Industry Recruitment Agreement dated January 19, 2012:

1. The "R" Board will have a board maximum size of 300 longshore workers, excluding trades specific recruits. This board maximum will be reviewed periodically by the parties and will be adjusted based on actual or anticipated demand for longshore workers so as to ensure that it continues to adequately meet the needs of the industry;
2. A "waiting pool" will be created that will hold a maximum of 100 recruits. These recruits will be applicants selected by the Union who have successfully completed the entire recruitment process but will not be placed on a casual board;
3. The applicants provided by the Union in point 2 must be selected in accordance with the process contained in Section 2.0, Selection of Applicants, of the Industry Recruitment Agreement;
4. In order to be placed in the "waiting pool" applicants must complete the Recruitment Process and be registered as described in Section 3.0 of the Industry Recruitment Agreement;
5. When there is longshore attrition that results in the "R" Board falling below its maximum (including retirements, resignations and de-registrations) or an increase in the "R" Board maximum due to actual or anticipated demand for longshore workers a corresponding number of recruits will be moved from the "waiting pool" to the "R" Board;

6. This move from the “waiting pool” to the “R” Board is to take place on a monthly basis and the order for selection will be the order in which the recruits were originally selected by the Union and placed in the “waiting pool”;
7. Once the “waiting pool” falls below an agreed upon minimum, presently 25 recruits, the process of adding 100 new recruits to the “waiting pool” will commence in accordance with the process outlined points 2, 3 and 4 above. The parties will make every effort to commence and conclude this process as quickly as practicable;
8. Each intake of applicants into the “waiting pool” must meet the employment equity and other legislative requirements. These requirements and the corresponding targets will be updated by the BCMEA and provided to the Local in advance of the selection of applicants to be added to the “waiting pool”;
9. In the event there is a shortage at the time of dispatch the recruits on the “waiting list” may be utilized. When utilizing these recruits every reasonable effort will be made to dispatch them in a manner that provides for equal opportunity while at the same time ensuring that only those recruits who can attend work at the designated start time are dispatched;
10. Unless specifically modified by this agreement all provision of Industry Recruitment Agreement remain in place and binding on the parties; and
11. This agreement is without prejudice or precedent to any position the parties may take in other matters.

Mike Leonard
BCMEA

Trevor Clifford
BCMEA

Mark Keserich
Local 500

Eric Parmar
Local 500 Recruitment Committee

Rino Voci
Local 500 Recruitment Committee

Chuck Zuckerman
Local 500 Recruitment Committee

February 1, 2013
Date

#100B Joint Industry Labour Relations Committee

Re: Local 502 Attrition Based Recruitment Agreement

MEMORANDUM OF AGREEMENT

BETWEEN

BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION
(herein after referred to as the "BCMEA")

And

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION – LOCAL 502
(herein after referred to as the "Union")

(Collectively referred to as the "Parties")

The BCMEA and the Union recognize the need to recruit on an ongoing and continuous basis so as to ensure that the needs of the industry are met. As such the parties agree to the following Local application of the Industry Recruitment Agreement dated January 19, 2012:

1. The "T" Board will have a board maximum size of 300 longshore workers, excluding trades specific recruits. This board maximum will be reviewed periodically and will be adjusted based on actual or anticipated demand for longshore workers so as to ensure that it continues to adequately meet the needs of the industry;
2. A "waiting pool" will be created that will hold a maximum of 125 recruits. The initial "waiting pool" may be larger so as to allow for the "T" Board to be filled to the maximum size of 300 longshore workers while leaving a remaining 125 recruits. These recruits will be applicants selected by the Union who have successfully completed the entire recruitment process but will not be placed on a casual board;
3. The applicants provided by the Union in point 2 must be selected in accordance with the Industry Recruitment Agreement including Section 2.0, Selection Applicants;
4. In order to be placed in the "waiting pool" applicants must complete the Recruitment Process and be registered as described in the Industry Recruitment Agreement including Section 3.0, Recruitment Process, and Section 5.0, Registration;
5. When there is longshore attrition that results in the "T" Board falling below its maximum (including retirements, resignations and de-registrations) or an increase in the "T" Board maximum due to actual or anticipated demand for longshore workers a corresponding number of recruits will be moved from the "waiting pool" to the "T" Board;

6. This move from the “waiting pool” to the “T” Board will take place on a monthly basis at a rate determined by the number of bi-annual board moves conducted by the Union. The order for selection will be the order in which the recruits were originally selected by the Union and placed in the “waiting pool”;
7. Once the “waiting pool” falls below an agreed upon minimum, presently 25 recruits, the process of adding 100 new recruits to the “waiting pool” will commence in accordance with the process outlined in points 2, 3 and 4 above. The parties will make every effort to commence and conclude this process as quickly as practicable;
8. In the event there is a shortage at the time of dispatch the recruits on the “waiting list” may be utilized. When utilizing these recruits every reasonable effort will be made to dispatch them in a manner that provides for equal opportunity while at the same time ensuring that only those recruits who can attend work at the designated start time are dispatched;
9. Unless specifically modified by this agreement all provision of Industry Recruitment Agreement remain in place and binding on the parties; and
10. This agreement is without prejudice or precedent to any position the parties may take in other matters.

Mike Leonard
BCMEA

Trevor Clifford
BCMEA

Romeo Bordignon
Registration Committee Local 502

Tom Doran
Registration Committee Local 502

June 5, 2014
Date

#101 Joint Industry Labour Relations Committee

Re: Absence from the Workplace and Ratings Utilization Policy

ABSENCE FROM THE WORKPLACE AND RATINGS UTILIZATION POLICY

OVERVIEW

The BCMEA, waterfront employers, and the ILWU are committed to ensuring that worksites are safe and that longshore workers demonstrate competence in the work they perform.

To achieve these goals, the Parties will ensure the following:

When a longshore worker is absent from the waterfront industry for twenty-four (24) consecutive months or more for any reason (medical or non-medical), the longshore worker's status will become inactive and they will be temporarily ineligible to work in the industry. Prior to returning to the industry the longshore worker must attend the BCMEA/ILWU Safety Orientation Program (SOP). The worker is also subject to a review of their work history in order to determine if a formal reassessment or retraining of any ratings or other skills are required. Once this review is conducted and the applicable reassessment or retraining is complete the longshore worker's status will change and they will be eligible for work. And;

When a longshore worker has not utilized their rating(s) for a period of twenty-four (24) consecutive months or more for any reason (medical or non-medical), the rating(s) which the longshore worker has not utilized will become inactive and they will be temporarily ineligible for dispatch to those ratings until such time as they have undergone a review of their work history. This review will determine if a formal reassessment or retraining of the affected rating(s) is necessary. Once the review is conducted and the applicable reassessment or retraining is complete, the longshore worker will be eligible for dispatch to those rating(s).

DEFINITION OF "ABSENT FROM THE WATERFRONT INDUSTRY"

A longshore worker will be deemed absent from the industry for the purposes of this policy when they have not worked in any of the following for twenty (24) consecutive months or greater:

- A Direct Employer represented by the BCMEA
- Marco Marine Container Inc. in Vancouver, BC; Westshore Terminals in Delta, BC; Westnav Container Services Ltd. In Surrey, BC; ITS Intertek in Coquitlam, BC; SGS Canada Inc. in Vancouver, BC; GCT Canada Head Officer (Planners), Tidewater Container Services Inc., and any other terminal as jointly agreed to by the Parties
- As a full time union official on behalf of the ILWU

Note: While the above-noted workers will not be deemed absent from the industry for the purposes of the policy, they will be subject to a ratings review if they have not utilized their ratings for a period of twenty-four (24) consecutive months of more as noted above.

RETURN TO WORK AFTER ABSENCE DUE TO MEDICAL REASONS

When a longshore worker is returning from work from an absence due to medical reasons, they will provide the BCMEA and the ILWU with an Occupational Fitness Assessment (OFA) which clearly outlines their fitness to work and any restrictions, if applicable. Should the Association or the Union be unable to make an informed decision on the longshore worker's ability to return to work, additional information may request additional information from the longshore workers physician. If after receiving additional information, or if the longshore worker fails to provide sufficient evidence demonstrating their ability to return to work, the Association or the Union may request that the longshore worker undergo an independent medical exam (IME) from an independent assessor.

If a longshore worker is participating in a graduated return to work (GRTW) through Worksafe BC (WCB) and medical information has been provided to the BCMEA through this process, the OFA outlined above is not required.

Any longshore worker who has been declared totally and permanently incapacitated from performing work that is subsequently declared fit for work by a physician must undergo an IME from an independent assessor prior to returning to work. Once the IME confirms that the worker is fit to return, and any restrictions the worker may have, the worker will be eligible for a review as outlined in this policy.

RESPONSIBILITIES: BCMEA

- Notify any longshore worker who has been absent from the Industry or who has not utilized their rating(s) for twenty-one (21) months of the Policy so that they are aware their responsibilities in the event they will exceed the limits outlined in this policy. A copy of this notice will be sent to the Secretary Treasurer of the applicable Union local at the same time as it is sent to the longshore worker.
- Notify a longshore worker who has been absent from the industry or who has not utilized their rating(s) for twenty-four (24) months that their status has been changed to inactive in accordance with the policy.
- Review work history and relevant facts regarding the longshore worker's absence or ratings utilization with the longshore worker and the Secretary Treasurer of the applicable Union local within one (1) week of receiving details regarding the longshore worker's return to work.
- Determine whether reassessment(s), retraining, or a safety refresher course is required based upon work history review. Reassessments and retraining will be paid by the Association and will be carried out by BCMEA supervisors and/or BCMEA unionized trainers as per the current process.
- Change longshore worker's status and/or rating(s) from active to inactive and from inactive to active as per the policy.
- Confirm longshore workers' fitness to work following absences due to medical reasons through the receipt of appropriate medical documentation.

NOTE: The Association will endeavor to re-assess and re-train longshore workers, where such activities are deemed necessary through the review process, as soon as training can be organized and scheduled. The target maximum time for completion of training is within three (3) weeks of the completion of the review process outlined above.

RESPONSIBILITIES: ILWU

- Act as a point of contact for a longshore worker who has been absent or who has not utilized their rating(s) for a period of twenty-four (24) months or more.
- Assist longshore workers with their responsibilities under the Absence from the Workplace and Ratings Utilization Policy including with regard to providing medical information when returning from an absence due to medical reasons
- Provide the Association with applicable information regarding the longshore worker's return to work

RESPONSIBILITIES: LONGSHORE WORKERS

- Prior to returning to the Industry, and as far in advance of their return to work as possible, contact the appropriate ILWU or BCMEA representative with details of their return to work.
Note: Longshore workers only need to contact the BCMEA or ILWU representative when they are prepared to return to work unless otherwise instructed to do so.
- If absent for medical reasons, provide clear and concise medical information as outlined above. Failure to do so may result in a delay in returning to work.

RESPONSIBILITIES: WATERFRONT EMPLOYERS OF BRITISH COLUMBIA (WEBC)

- Provide notification to the BCMEA and ILWU when an employee who has been declared totally and permanently incapacitated from work subsequently indicates their ability to work.

Agreed to this 9th day of April, 2013

Mike Leonard
Vice President, Labour Relations
BCMEA

Mark Gordienko,
President
ILWU Canada

J.Vogt
Chair – Association Representatives
Joint Industry Labour Relations Committee

R. Ashton
Chair – Union Representatives
Joint Industry Labour Relations

Vancouver, B.C., June 27, 2024

RETURN TO WORK FORM											
DATE (DD/MM/YY)						EMPLOYEE #					
UNION USE											
LAST NAME						FIRST NAME					
TELEPHONE (HOME)						TELEPHONE (CELL)					
MOVE TO BOARD				HOME PORT		DATE AVAILABLE TO RETURN TO WORK					
REASON FOR ABSENCE FROM INDUSTRY (CIRCLE BELOW & ATTACH OPA IF MEDICAL)						ADDITIONAL NOTES					
MEDICAL						NON-MEDICAL					
ILWU AUTHORIZED SIGNATURE						NAME & TITLE OF SIGNING ILWU REP					
BCMEA LR USE											
DATE RECEIVED (DD/MM/YY)						DATE LAST WORKED					
LENGTH OF ABSENCE FROM INDUSTRY											
READY TO RETURN TO WORK? (CIRCLE BELOW)						REVIEWED BY					
YES						NO					
MEDICAL RESTRICTIONS OR OTHER DETAILS											
BCMEA TSR USE											
DATE RECEIVED (DD/MM/YY)						REVIEWED BY					
SOP REQUIRED? (CIRCLE BELOW)						SOP DATE					
YES						NO					
TRAINING REQUIRED											
RATING DETAILS (RESTRICTIONS/DROPPED/ETC.)											
DATE TO BE RE-ACTIVATED											
TSR ADMIN USE											
<input type="checkbox"/> ADP NOTIFIED				<input type="checkbox"/> WEBC NOTIFIED				<input type="checkbox"/> DISPATCH NOTIFIED			

#103 Joint Industry Labour Relations Committee

MEMORANDUM OF AGREEMENT

BETWEEN

BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION

(Hereinafter referred to as the "BCMEA")

AND

INTERNATIONAL LONGSHORE & WAREHOUSE UNION Canada (ILWU Canada)

(Hereinafter referred to as "ILWU Canada")

**ON ITS OWN BEHALF AND ON BEHALF OF THE
FOLLOWING LONGSHORE LOCALS: 500, 502, 505, 508
AND 519 (Hereinafter referred to as the "Locals")**

The Joint Industry Labour Relations Committee has agreed to the following Black Book Document outlining the terms and conditions of employment at the Waterfront Training Centre ("WTC") currently located on Mitchell Island in Richmond, BC:

1. The Parties recognize that due to the unique nature and purpose of the WTC that it is not a dock or terminal and does not move/handle cargo and that the Collective Agreement cannot be, nor was it intended to be applicable to such an operation. At the same time, it is the intent of the Parties that certain items be consistent where practicable with the BCMEA —ILWU Canada Collective Agreement. Such items include:
 - I. Employees will be subject to disciplinary action if their performance or conduct is unsatisfactory. An employee may be removed from the Trainer position for cause subject to Industry Arbitration.
 - II. Recognized Holidays and Vacation calculation and entitlements will apply.
 - III. Hours of Work: Training shall be conducted on the day shift (8:00am — 4:30pm) and for a night shift

(4:30pm — 1 am) with 30 minutes unpaid lunch and two 15-minute paid coffee breaks.

- IV. Regular Work Force employees (RWF) notice provisions of the Industry Collective Agreement between the BCMEA and ILWU Canada will apply.
- V. Welfare and Pension provisions of the Industry Collective Agreement between the BCMEA and ILWU Canada will apply.
- VI. Wages and applicable skill differentials for Trades and First Aid employees as per Industry Collective Agreement will apply.
- VII. If any differences arise concerning the meaning and application of this document as outlined in Sections 1-5, work will continue to be performed in accordance with Article 7 of the Industry Collective Agreement and the matter will be dealt with by the Parties. Any unresolved disputes will be submitted to the Job and/or Industry Arbitration processes in accordance with the jurisdiction and powers and procedures set out in the BCMEA and ILWU Canada Collective Agreement. The parties agree to cooperate in expediting any disagreements.
- VIII. When the Association intends to implement changes in existing staffing or when new operations are introduced and corresponding staffing established by the Association, the provisions of Article 23 of the Industry Collective Agreement will apply.
- IX. All current practices with regard to pay for travel time and accommodation of trainees and trainers from Local 505, 508 and 519 will continue to remain in effect.
- X. Trainee Shift Rate - Trainees will be paid at the hourly straight time base rate of wages (excluding skill differentials) during training, including Saturdays and evening lectures. However, when "on the job" training is necessary, the wages paid should be in accordance

with the schedule of wages as set out in the Collective Agreement.

- XI. The BCMEA will also pay a flat payment of \$20.00 per day to a Trainer and First aid attendant hired by the BCMEA to provide training at the WTC and who provides their own transportation.
 - XII. The BCMEA will provide taxi cab transportation for employees from the Vancouver and New Westminster Dispatch Hall and return with activity being monitored and if need be adjusted by BCMEA management staff on an ongoing basis to ensure reasonableness and efficiency, including taxi sharing.
2. All Trainers will be ILWU longshore members except those third parties engaged to perform specialized training outside of the experience or present ability of the Trainer group. Trainers will be subject to the following:
- I. Trainers are expected to conduct all general duties to ensure their programs continue to run and may be assigned to other general duties such as moving equipment/material on site as required from time to time.
 - II. Trainers have to be mutually acceptable between the parties.
Trainer vacancies to be posted in the Locals where the vacancy arises after discussions with the BCMEA Training Manager. The posting will list the required rating or ratings to be trained and the successful applicant must currently hold that rating or ratings. All qualified candidates will be considered by the parties. Where the applicants possess the qualifications and ability which are relatively equal, the most senior applicant will be the successful applicant.
 - III. All Trainers shall be paid the Industry Trainer Rates in accordance with the attached letter dated October 01, 2013 in Appendix "A".

3. The BCMEA will employ one full time Heavy Duty Mechanic and one full time Electrician for the WTC which will be subject to the following:
 - I. The parties will select one Heavy Duty Mechanic and one Electrician from a list, who will become Regular Work Force employees Monday to Friday with work scheduled on weekends as required. Work performed on the weekend will be based on the applicable shift rates in the Collective Agreement.
 - II. The duties of maintenance employees while on site are: basic equipment maintenance of all equipment and other such duties as assigned. This will not include tire repair, major repair or rebuilds of any kind.
 - III. Where in the opinion of the BCMEA the maintenance work cannot be completed in a timely manner or the work in question is warranty work or requires skills not within the experience or present ability of the fulltime Electrician and Heavy Duty Mechanic, BCMEA can hire a third party contractor to perform the necessary work.
 - IV. Trades employed at WTC will be paid applicable Pay Rates from BCMEA-ILWU Collective Agreement plus \$20.00 per day Travel Allowance.
4. The BCMEA will employ one Utility Labourer at the WTC on an as required basis for a minimum of three days a week to perform painting of equipment/facility, general cleaning of the WTC grounds and other duties as determined necessary. The parties will develop a list of employees that are mutually acceptable. These individuals must have the appropriate skills necessary to perform the particular task that they are employed for.

The parties agree to conduct a review after three months after the signing of the WTC MOU to determine whether there is sufficient work to warrant a full time RWF Utility Labourer position at the Waterfront Training Centre.

5. The BCMEA will employ one ILWU Regular Work Force First Aid Attendant responsible for first aid Monday to Friday with work scheduled on weekends as required. Work performed on the weekend will be based on the applicable shift rates in the Collective Agreement. First Aid Attendant may be assigned to other duties as defined in the BCMEA/ILWU Canada Collective Agreement and Black Book.
6. The BCMEA will employ two Industry Training Coordinators (ITC's) Monday to Friday with work scheduled on weekends as required. Work performed on the weekend will be based on the applicable shift rates in accordance with the attached letter dated October 01, 2013 in Appendix "A".

The two ITC's will continue to carry out all the functions currently performed in their role as Vice President responsible for training in Locals 500 and 502. In the event that either Local 500 or 502 appoint a designate in lieu of the VP responsible for training in either Local 500 or 502 the designate must be mutually acceptable to both Parties.

In addition to the 2 days of pay that the BCMEA currently pays the Local 500 and 502 representatives responsible for training it will pay an additional three (3) days for a total of five (5) days to each of the two ITC's. The ITCs at the direction of BCMEA management training staff will assist in the coordination of training programs around the province.

This does not change their autonomy or their duties as an elected official of their Local.

The following will also apply to the ITC:

- I. Both positions will be paid at the senior trainer rate in accordance with the letter attached dated October 01, 2013 in Appendix "A";
- II. Subject to the following, the ITC positions will be filled by the current Local 500 and 502 representatives responsible for training who are the Vice Presidents or designate from each Local;

- III. Must successfully complete the BCMEA Training the Trainer, two and three day programs;
- IV. Will work collaboratively with all parties to ensure training occurs as scheduled;
- V. Will post for Trainer and Trainee opportunities as directed;
- VI. Will coordinate Trainer and Trainee activities. Will assist with the annual vetting of applicants for training opportunities in accordance with the criteria in effect for the ILWU Local in question;
- VII. Participates in the development of training curriculum as requested;
- VIII. Considers and discusses with BCMEA staff opportunities to improve the effectiveness of the training programs in each Port Area;
- IX. Other related duties.

Dated at Vancouver BC, this 10th day of January 2016.

For the ILWU:

Mark Gordienko
ILWU Canada

Rob Ashton
ILWU Canada

Rino Voci
ILWU Local 500

Antonio Pantusa
ILWU Local 500

Tim Farrell
ILWU Local 502

For the BCMEA:

Mike Leonard
BCMEA

John Beckett
BCMEA

Jack Vogt
BCMEA

Shawn Nolan
ILWU Local 502

Glen Edwards
ILWU Local 505

Brett Hartley
ILWU Local 508

Nedda Rodway
ILWU Local 519

#103A Joint Industry Labour Relations Committee

Re: “Outside” Training at the Waterfront Training Centre

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled “Outside” Training at the Waterfront Training Centre.

Mike Leonard

Joint Industry Labour Relations Committee

Mark Gordienko

Joint Industry Labour Relations Committee

attch:

Vancouver, B.C.

January 2016



British Columbia
Maritime Employers
Association

Serving the ports of British Columbia

500 - 349 Railway Street, Vancouver, B.C. V6A 1A4 • Web Site: www.bcmea.com • Tel (604) 688-1155 • Fax (604) 684-2397

December 4, 2015

ILWU Canada
#395 - 3665 Kingsway
Vancouver, BC
V5R 5W2

Attention: Mark Gordienko
ILWU Canada President

Dear Sir:

RE: **"Outside" Training at the Waterfront Training Center**

This letter is to confirm the understanding between the parties that if the BCMEA wishes to train or demonstrate equipment to non-ILWU personnel, all operators will be ILWU Trainers. The parties agree that there will be no training of replacement workers for labour disputes.

Yours sincerely,
**BRITISH COLUMBIA MARITIME EMPLOYERS
ASSOCIATION**

Mike Leonard
VP Labour Relations

#103B Joint Industry Labour Relations Committee

Re: Wage Rates for Trainers

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled Wage Rates for Trainers.

Mike Leonard

Joint Industry Labour Relations Committee

Mark Gordienko

Joint Industry Labour Relations Committee

attch:

Vancouver, B.C.

January 2016



British Columbia
Maritime Employers
Association

Serving the ports of British Columbia

500 - 349 Railway Street, Vancouver, B.C. V6A 1A4 • Web Site: www.bcmea.com • Tel (604) 688-1155 • Fax (604) 684-2397

October 1, 2013

ILWU Canada
180-111 Victoria Drive
Vancouver, BC
V5L 4C4

Attention: Mark Gordienko

Dear Mark,

Re: Wage Rate for Trainers

I am writing in order to outline changes to the trainer wage rate to ensure that it is fair, consistent, and transparent. We highly value the services that our union trainers provide and wish to compensate them in a manner that reflects that value. Further, this proposal will clean up past inconsistencies and provide a pay system that will be equitable and resilient enough to stand the test of time.

Effective October 1, 2013 we will pay our Industry Trainers a new rate that is calculated as follows:

- Collective Agreement Longshore rate + 1/3 + \$1.75 skill premium.

e.g.: Current Monday Friday day shift rate of \$37.16 x 1.3333 = \$49.55 + \$1.75 = \$51.30 per hour.

This same calculation has been done to reflect all shifts and is shown in the attached spreadsheet. The overall rate is tied to the collective agreement and will be recalculated in line with any negotiated annual wage increase. Shift extensions will be paid only when worked, as per the collective agreement. Fares will only be paid if trainers travel between unique training sites to perform work training, during a shift, as per the collective agreement.

We have also established a Senior Industry Trainer rate. A Senior Industry Trainer is one who:

- Is skilled and perform multi ratings training
- Coordinates training schedules and programs
- Has successfully completed the planned BCMEA / ILWU basic and senior levels of the "Train the Trainer" programs instructed by the Vancouver Community College in 2013 /2014. This requires five days of BCMEA training and trainers will be paid at the recognized rates to attend.

This new Senior Trainer Rate is based on the Sunday night trades rate at 61.21 per hour.

This rate is also included on the attached spreadsheet.

The BCMEA will determine the selection of Senior Industry Trainers based on the skill of the individual and fulfillment of the job description. Detailed job descriptions for both the Industry Trainer and the Senior Industry Trainer are attached.

We look forward to the ongoing improvement of our training programs and the partnership we have developed.

Sincerely,

John Beckett
BCMEA
VP-Training, Safety & Recruitment

cc:

Mark Keserich, President, ILWU Local 500
 Lorne Pennell, President, ILWU Local 502
 Glen Edwards, President, ILWU Local 505
 Brett Hartley, President, ILWU Local 508
 Richard Lemieux, President, ILWU Local 519

Enclosure



Job Title: BCMEA Industry Trainer
Department: Training Department, BCMEA, Vancouver BC
Reports to: BCMEA Field Training Supervisor
Status: Paid as per "wage letter agreement"
Revised: Sept. 26, 2013

SUMMARY

Under the direct supervision of a BCMEA Field Training Supervisor and working in close conjunction with the BCMEA Training department, the Industry Trainer always promotes a safe and healthy working environment.

Industry Trainers are responsible to train waterfront employees in the practical aspects of operating equipment and to perform duties associated with longshore work. Industry trainers also indoctrinate workers in appropriate and safe behavior and attitudes associated with efficiently moving waterfront cargo.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Model safe, respectful and ethical behavior
- Lead daily in wearing and promoting PPE and comply with all Terminals/ Stevedores / BCMEA policies and procedures.
- Provide field orientation on equipment and its environment
- Demonstrate and instruct trainees in competencies required to safely perform their duties, based on legislation, policies and curriculum
- Effectively deliver training sessions primarily in the field
- Provide instruction in a classroom environment as required
- Provide sufficient and appropriate supervision of trainees
- Schedule trainees for field training from day-to-day
- Evaluate trainees on required competencies, based on established criteria
- Promptly report payroll for themselves and their trainees
- Promptly report injuries and accidents to the appropriate authority
- Regularly communicate with the designated BCMEA Field Supervisor regarding trainee and program progress or difficulties and training opportunities
- Participate in the development of curriculum as required
- Communicate with terminal management well in advance regarding training intention, equipment and cargo availability
- Regularly consider and discuss with the BCMEA opportunities to improve the effectiveness and efficiency of their training programs
- Ability to demonstrate verbally and physically proper and safe operating procedures and techniques.
- Ensure training aids and equipment is operational and ready for training and is proficient in their use.
- Evaluate trainee's ability to operate safely their specialized piece of Waterfront equipment or process including exiting a trainee early at the prescribed exit points

- Completion of a final pass/fail evaluation or log book and processing all required administrative paperwork
- Support trainees post-qualification, if required
- Other duties as assigned.

REQUIRED SKILLS AND ABILITIES

- Highly proficient in the operation of equipment or duties associated with their training discipline. Advanced understanding of required procedures and techniques
- Able to provide practical on the job training and some classroom as required
- Working understanding and ability to deliver a training session with a basic knowledge of cognitive, affective and psychomotor learning styles
- Good working relationship with terminal or stevedore staff, and with co-workers
- Excellent verbal and written communication skills
- Experience working as a safe, proficient operator / facilitator and ability to transfer and enforce those skills to trainees
- Demonstrate strong interpersonal skills and character to be a team player
- History of conduct as a dependable worker and exemplify a strong work ethic
- Possess high integrity and standards to ensure only capable trainees pass your specialized waterfront equipment or process program.

EDUCATION AND EXPERIENCE

- Extensive hours working safely and proficiently on the waterfront.
- Clean work record — no open complaints and no un resolved complaints
- Terminal/Stevedore / BCMEA are unanimous in their support for you as an industry trainer
- Must be rated in that waterfront equipment or process

- Must have completed the two day BCMEA / VCC Train the Trainer basic module.

WORK ENVIRONMENT

The work is performed both inside and outside at various marine terminal locations and in classrooms.

Must be able to repeatedly climb up and down of elevated heights and operate all equipment safely and proficiently. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Typically works Mon-Fri, dayshift, with flexibility to work evenings or weekends to access cargo or equipment.

Must be able to tolerate physical conditions associated with their training discipline.

Must possess a valid BC driver's license and personal vehicle if required to travel between terminals to access training opportunities or other own means of transportation.

The BCMEA is an equal opportunity employer.



Job Title:	BCMEA <u>Senior Industry Trainer</u>
Department:	Training Dept. BCMEA, Vancouver BC
Reports To:	BCMEA Field Training Supervisor
Status:	Paid as per "Wage letter agreement"
Revised:	Sept. 26, 2013

SUMMARY

Under the direct supervision of a BCMEA Field Training Supervisor and working in close conjunction with the BCMEA Training department, the BCMEA Senior Industry Trainer always promotes a safe and healthy working environment.

Senior Industry Trainers are responsible to train and evaluate waterfront employees in all aspects of operating equipment and to perform duties associated with longshore work. Industry trainers also indoctrinate workers in appropriate and safe behavior and attitudes associated with efficiently moving waterfront cargo. Further, to schedule and co-ordinate training programs. Also to assist in the design and format of program curriculum, deliver every facet of classroom & field curriculum and mentor other trainers in his/her specialized

Also monitors training targets to achieve goals and constantly looks for improvements in training methods to ensure we provide world class training.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Model safe, respectful and ethical behavior
- Lead daily in wearing and promoting PPE and comply with all Terminals/ Stevedores / BCMEA policies and procedures.
- Provide field orientation on equipment and its environment
- Provide instruction in a classroom environment as required
- Demonstrate and instruct trainees in competencies required to safely perform their duties, based on legislation, policies and curriculum
- Effectively deliver training sessions primarily in the field
- Provide sufficient and appropriate supervision of trainees
- Evaluate trainees on required competencies, based on established criteria
- Promptly report payroll for themselves and their trainees.
- Promptly report injuries and accidents to the appropriate authority
- Regularly communicate with the designated BCMEA Field Supervisor regarding trainee and program progress or difficulties and training opportunities
- Participate in the development of curriculum as required
- Support trainees post-qualification, if required

- Communicate with terminal management well in advance regarding training intention, equipment and cargo availability
- Ability to demonstrate verbally and physically proper and safe operating procedures and techniques.
- Ensure training aids and equipment is operational and ready for training and is proficient in their use.
- Evaluate trainee's ability to operate safely their specialized piece of Waterfront equipment or process including exiting a trainee early at the prescribed exit points. Completion of a final pass/fail evaluation or log book and processing all required administrative paperwork.
- Maintain a safe and clean training environment.
- Ability and willingness to train in multiple ratings as directed
- Coach, train, mentor and instruct trainees and junior trainers how to safely operate their specialized piece (s) of waterfront equipment or process.
- Regularly consider and discuss with the BCMEA opportunities to improve the effectiveness and efficiency of their training programs
- Work independently to constantly audit his /her training program and submit process or design changes to the responsible Field Trainer Supervisor to update the curriculum.
- Other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Experience with training and ability to present and teach to a diverse audience in a classroom setting and on terminals. Also the ability to mentor and coach junior trainers to present and teach classroom and field curriculum.
- Working understanding and ability to deliver training session with a basic knowledge of cognitive, affective and psychomotor learning styles.
- Ability to deliver impactful, effective presentations
- Highly proficient in the operation of equipment or duties associated with their training

- Advanced understanding of required procedures and techniques
- Able to provide practical on the job training as well as impactful classroom training
- Good working relationship with terminal or stevedore staff, and with co-workers
- Excellent verbal and written communication skills
- Experience working as a safe, proficient operator / facilitator and ability to transfer and enforce those skills to trainees.
- Demonstrate strong interpersonal skills and character to be a team player.
- History of conduct as a dependable worker and exemplify a strong work ethic.
- Possess high integrity and standards to ensure only capable trainees pass your specialized waterfront equipment or process program.

EDUCATION AND EXPERIENCE

- Extensive hours working safely and proficiently on the waterfront
- Must have a discipline / accident / incident free work record with the specific Terminal/Stevedore/BCMEA and have 5 years or more years continuous work history with that Terminal or Stevedore.
- Clean work record — no open complaints and no un resolved complaints
- Terminal/Stevedore / BCMEA are unanimous in their support for you as a senior trainer.
- Previous instructor experience.
- Must be rated in that waterfront equipment or process.
- Must have completed the two day BCMEA / VCC Train the Trainer basic and the three day senior modules.

WORK ENVIRONMENT

The work is performed both inside and outside at various marine terminal locations and in classrooms. Senior Trainer will be required to present and train multi discipline programs and processes.

Must be able to repeatedly climb up and down of elevated heights and operate all equipment safely and proficiently. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Typically works Mon-Fri, dayshift, with flexibility to work evenings or weekends to access cargo or equipment. Must be able to tolerate physical conditions associated with their training discipline.

Must possess a valid BC driver's license and personal vehicle as you will be required to travel between terminals to access training opportunities.

The BCMEA is an equal opportunity employer.

TRAINER WAGE RATES

Shift	C/A Base Rate	Trainer Rate	Additional
		CA rate+1/3+1.75	
Industry Trainer			
M-F 0800	\$37.16	\$51.30	0
M-F 1630	\$46.81	\$64.16	0
M-F 0100	\$57.82	\$78.84	0
SAT 0800	\$47.56	\$65.16	0
SAT 1630	\$59.46	\$81.03	0
SAT 0100	\$59.46	\$81.03	0
SUN 0800	\$59.46	\$81.03	0
SUN 1630	\$59.46	\$81.03	0
SUN 0100	\$59.46	\$81.03	0
MON-SUN Stats	\$74.32	\$100.84	0
Senior Industry Trainer	\$61.21	61.21*	0

* Shift differential for Senior Industry Trainer to be provided in same method as Industry Trainer.

Joint Industry Labour Relations Committee #103C

Re: Local 500 ITC duties regarding Contacting and Scheduling Applicants for Training.

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled Local 500 ITC duties regarding Contacting and Scheduling Applicants for Training.

Mike Leonard

Joint Industry Labour Relations Committee

Mark Gordienko

Joint Industry Labour Relations Committee

attch:

Vancouver, B.C.
January 2016



British Columbia
Maritime Employers
Association

Serving the ports of British Columbia

500 - 349 Railway Street, Vancouver, B.C. V6A 1A4 • Web Site: www.bcmea.com • Tel (604) 688-1155 • Fax (604) 684-2397

January 18, 2016

ILWU Canada
#395 — 3665 Kingsway
Vancouver, BC
V5R 5W2

Attentions: Mark Gordienko
ILWU Canada President

Dear Mark:

RE: Local 500 ITC duties regarding Contacting and Scheduling Applicants for Training

This letter outlines the parties agreement on the local 500 Industry Training Coordinator's duties on contacting and scheduling ILWU Local 500 applicants for ratings training. The parties agree that these duties will consist of the following:

- The BCMEA will provide the ITC with vetted training applicant list. The ITC will then contact the applicants to confirm their interest in the training. The ITC will regularly provide the results of those phone calls confirming interest in training to the BCMEA to ensure a current and accurate applicant list. The ITC will contact those applicants on the list provided by the BCMEA in a timely fashion to ensure applicants are scheduled for training.
- BCMEA will provide the ITC dates and times for ratings training intake. The ITC will schedule applicants on the most

updated applicant list provided by the BCMEA in accordance with the dates and times indicated by the BCMEA.

- The BCMEA will continue to schedule labouring and safety training programs. The BCMEA will coordinate these activities with the ITC to ensure conflicts in training are minimized.
- All other existing practices will continue to apply as it relates to contacting and scheduling for training.

Regards,

Jack Vogt
Director, Labour Relations

#103D Joint Industry Labour Relations Committee

Re: Industry Training Coordinator's (Local 500 and 502)
Fuel Allowance and Business Car Insurance
Requirement

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled Industry Training Coordinator's (Local 500 and 502) Fuel Allowance and Business Car Insurance Requirement

Mike Leonard

Joint Industry Labour Relations Committee

Mark Gordienko

Joint Industry Labour Relations Committee

attch:

Vancouver, B.C.
April 5, 2016



British Columbia
Maritime Employers
Association

Serving the ports of British Columbia

500 - 349 Railway Street, Vancouver, B.C. V6A 1A4 • Web Site: www.bcmea.com • Tel (604) 688-1155 • Fax (604) 684-2397

April 5, 2016

ILWU Local 500
100 — 111 Victoria Drive
Vancouver, BC
V5L 4C4

ILWU Local 502
11828 Tannery Road
Surrey, B.C.
V3V 3W7

Attention: Mr. Antonio Pantusa, Vice President
Mr. Aaron Hoolsema, Local 502

Dear Sir(s):

Re: **Industry Training Coordinator's (Local 500 and 502)
Fuel Allowance and Business Car Insurance
Requirement**

This letter is to confirm that each of the Industry Training Coordinators (ITCs) is required as a condition of employment as an ITC: (a) to have a car which s/he shall use for the business purpose of fulfilling the ITC role (hereafter, "such car"); and (b) to have business-use insurance on such car. This will further confirm that such car will be the car that each of the ITC's will use for the purpose of fulfilling the ITC role.

The parties have further agreed to the following:

- The BCMEA will compensate each of the ITCs \$20/day as a Fuel allowance for such car.
- The BCMEA will reimburse each ITC the difference between business car insurance and their regular pleasure car insurance for such car. Please see the attached sheet which must be filled and signed off by the ITC's insurance broker and returned to the BCMEA.
- The insurance must include a minimum of \$5,000,000 3rd party liability coverage.
- As proof of the acquisition of the said business-use car insurance, and for reimbursement purposes, the ITCs must provide the BCMEA with a copy of their insurance papers, including a completed form signed off by the insurance broker, within 15 days of the date of this letter, and thereafter not later than the said insurance's successive renewal dates (guidelines attached).

Regards,

Jack Vogt
Director, Labour Relations

Antonio Pantusa, Local 500

Aaron Hoolsema, Local 502

CC: ILWU Canada

Insurance Reimbursement Calculation

For:

	Reimbursement Model (no discounts)		
	Pleasure	Business	Reimbursed
ICBC Mandatory Insurance	1,171	1,297	126
\$5 Million Liability	-	519	519
Collision (\$300 deductible)	1,121	1,251	130
Comprehensive (\$300 deductible)	462	551	89
Totals	2,754	3,618	864

Pleasure = no discounts, no excess liability & pleasure use only Business = no discounts, \$5 mil. liability, business use.

CAR INSURANCE REIMBURSEMENT GUIDELINES

Insurance Required:

We require that you purchase "Business Use" insurance (as opposed to types like Pleasure Only or To and From Work) from ICBC with a minimum of \$5 million in 3rd party liability coverage. The purchase of collision and comprehensive insurance and to what deductible level is up to each individual.

Reimbursement of costs:

Please obtain two quotes from your respective insurance agent.

1. Pleasure use quote.
 - a. with Collision and Comprehensive coverage with the minimum deductible available;
 - b. DO NOT factor in any personal safe driving discounts.
2. Business use quote.
 - a. with \$5 million 3rd party liability coverage;
 - b. with Collision and Comprehensive coverage with the minimum deductible available;
 - c. DO NOT factor in any personal safe driving discounts.

We will reimburse the difference between these two quotes. Do not use the actual purchase cost of your insurance when performing this calculation as it will have no bearing on your reimbursement amount.

#104 Joint Industry Labour Relations Committee

Re: ILWU Training Grievance dated January 16, 2015

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled ILWU Training Grievance dated January 16, 2015.

Mike Leonard

Joint Industry Labour Relations Committee

Mark Gordienko

Joint Industry Labour Relations Committee

attch:

Vancouver, B.C.
January 16, 2016



British Columbia
Maritime Employers
Association

Serving the ports of British Columbia

500 - 349 Railway Street, Vancouver, B.C. V6A 1A4 • Web Site: www.bcmea.com • Tel (604) 688-1155 • Fax (604) 684-2397

January 18, 2016

ILWU Local 500
111-100 Victoria Drive
Vancouver, BC
V5L 4C4

Attention: Mr. Antonio Pantusa
Vice President

Dear Antonio:

Re: **ILWU Training Grievance dated January 16, 2015**

Further to a number of meetings held through-out the year including the assistance of the Western Regional Office of Federal Mediation Conciliation Services the British Columbia Maritime Employers Association (BCMEA) and the International Longshore and Warehouse Union (ILWU) Canadian Area and ILWU Local 500 have amended the local practice for vetting for Local 500 as follows:

At the beginning of the vetting process Local 500 and the BCMEA will identify the ratings they have been short of throughout the previous year. If a rating is short then the workers that are applying for training that hold the rating in question will not be trained until a target number of suitable trained employees are achieved. Shortages will be defined as actual shortages, extensions, doubles, and site to site transfers for a particular rating.

The principles for vetting are to provide training for those ready, willing and able to accept the dispatch within the given dispatch demand for the rating and insure an orderly career progression for longshore workers.

Business Intelligence Indicators

The BCMEA and Local 500 Representative responsible for training will review at least once quarterly the following business intelligence indicators for all ratings to gauge how well the existing ratings pools comprised of union members and casuals are covering work requirements:

- Statistics on shortages, extensions and doubles; (Shortages should be analysed and the successful candidates work history should be consistent with efficiently addressing shortages for example currently 70% of Topside extensions are on dayshift, so candidate work history should match).
- What the parties experience has been in similar situations. To determine this, the parties will conduct a comparability review by looking at people who have rating "x" but want to be trained for rating "y". What the parties are looking for is how much workers service the work for rating x and rating y. A recent example is dock checker. 13 were trained but none of them serviced the work thereby creating shortages at Western.
- Where the hours of work is going. How far down the board(s) is the work travelling. (When looking at hours and how far down the boards the work is travelling, the shifts the employees work will have some bearing on the hours in a particular rating they service).

Amended Training Process

The Parties have agreed to amend the Local 500 training process as follows:

The existing vetting criteria outlined below for training opportunities will continue to apply for all ratings except as outlined below:

• Servicing of industry

An employee's paid hours are relevant in assessing their application and provide an objective indicator of those willing to service the industry. BCMEA has agreed to revise the minimum hour's requirement following discussion with Local 500 as follows:

Union members and casuals applying for any training opportunity must have worked a minimum of 800 hours in the 12 months previous to the time of vetting. If a casual applicant for training has not worked the 800 hour threshold then they must have worked at least 60% (75% is what is required for board moves) of average non-trades hours on their casual Board. If a casual training applicant's hours are lower than the 60% requirement of average non-trades hours on their casual Board additional consideration may be given if they are consistently making themselves available for work but do not achieve sufficient hours through no fault of their own. BCMEA's general guideline is 2-3 plug-ins/weeks over a 4-6 week period.

• Sequence of Dispatch

All vetting is conducted to maximize the efficiency of dispatch.

Training up only (Union and Casual Sequence of Dispatch)

The BCMEA and Local 500 Representative responsible for training agree that applicants possessing any one of these ratings (Red Dog, Dock Gantry, Bulk Operator, Locie Operator, Switching and Topside) will only be able to "train up" subject to the business intelligence review.

Training up and down (Union and Casual Sequence of Dispatch)

For the balance of the following ratings: Univar, KM and PCT Liquid Bulk, Wheat Specialty, RTG, Komatsu, Head Checker, Wheat Machine, Front End Loader, Pusher, Bulldozer, Heavy Lift Truck, Lift Truck, Bombcart and Checkers, all of the existing

vetting criteria will apply with the exception of the sequence of dispatch. These ratings can train up or down subject to the business intelligence review.

• Pre-requisites

A list of pre-requisites for each rating is attached.

• Restrictions

Each application is assessed taking into account their site or job restrictions. These restrictions could include a medical or disciplinary nature.

Representation from Local

BCMEA will consult with Local 500 on individual situations and exceptions. As always, the local's view will be considered before making a final decision.

On the foregoing basis, all of the issues raised during the course of the parties' discussions in an effort to resolve the grievance are deemed closed and the grievance is conclusively and finally resolved in accordance with the terms outlined in this document.

Mark Gordienko
ILWU Canada

Mike Leonard
BCMEA

Rino Voci
ILWU Local 500

Jack Vogt
BCMEA

Antonio Pantusa
ILWU Local 500

John Beckett
BCMEA

LOCAL 500 PREREQUISITES

EATING	MUST HAVE			OBTAIN IF			Commodity	RESTRICTED	
	Rating	TSC	SOU	Rating	IS SOU	Commodity		Site	
Dock Gantry								DRW, GEN, TSL	
VW Ship Unit (Road Dog)	TS or RTG			X	YES		VT	KM1, VW	
Liquid Bulk	TS or RTG				YES			PM, PMT, LVA	
Bulk Operator				TX	YES			FC, NEP, PM	
Locks Slinger	R			TX	YES			FC, NEP, PM	
Rail Car Mover	K			TX	YES			KM1, VW	
Switching				TX	YES			Scanner, PM	
Topside	LTD or RTG			X	NO			DPW, GEN, TSL	
Sol. Tossler	LTD or RTG		YES	T	NO			SOE	
Submarine Crane	TS			ET	YES			QIP, BAC	
RTG	TR			MTX	YES	LADDSH		DPW, GEN, TSL	
Wheat Specialty				X	YES	GRAIN		AGT, CDR, CDD,	
Excavator	BDD or FEL			KOM, TX	YES			IRI, PM	
Head Checker		YES		TX	YES			NEP, PM	
Wheat Machine				W, TX	YES	GRAIN		AGT, CDR, CDD,	
FEL	LTD or LTD			FTX	YES			IRI, PM	
Bobcat	FEL			DOB, TX	YES			JEP, LMT, VW	
Pusher	FEL			U, TX	YES			NEP	
Bulldozer	LTD			DOB, TX	YES	GRAIN		AGT, CDR, CDD,	
Heavy Lift Truck	LTD			R, TX	YES			IRI, PM	
Lift Truck - Dock	LTD			HWO, NEP, ED	YES			DPW, GEN, TSL	
Lift Truck - Ship (forks)	LTD			DOB, TX	YES			VT	
Sq. Lift Truck			YES	DOB, TX	NO			SOE	
Berry Cart				DOB, TX	YES			DPW, GEN, TSL	
Checker			YES	DOB, TX	YES			VT	
Sq. Checker			YES	DOB, TX	NO			SOE	

#105 Joint Industry Labour Relations Committee

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled Appendix “A” Drug and Alcohol Policy effective November 19, 2018.

Jack Vogt

Joint Industry Labour Relations Committee

Rob Ashton

Joint Industry Labour Relations Committee

attch:

Vancouver, B.C.
November 19, 2018

DRUG & ALCOHOL POLICY

ARTICLE 1: Purpose

1. To further the joint responsibility of the Association and the Union to improve workplace safety and prevent accidents and injuries.
2. To encourage and recognize the responsibilities of Employees to work unimpaired by Substances and to follow safe work practices.
3. To identify and correct situations where Substance use or impairment affects employment obligations or safety.

ARTICLE 2: Scope

This Policy applies to Union members and casuals working under BCMEA-ILWU Canada Collective Agreement.

ARTICLE 3: Employee Responsibilities

(A) Impairment

1. All Employees are required to perform their work in a manner that does not pose a safety risk to themselves or other workers, including due to the effects or after effects of Substance use either on or off duty.
2. Any Employee whose cognitive or motor skills may be impaired for any reason, including from the use of Alcohol, Illicit Drugs, Medications, or other Mood Altering

Substances, or the after effects of the same (e.g., a hangover), must immediately notify their Supervisor of their condition.

3. All Employees shall cooperate with an investigation into any alleged violation of this Policy, as required by the Company, with a Union representative.
4. Any Employee whose cognitive or motor skills may be impaired for any reason, including from the use of Alcohol, Illicit Drugs, Medications, or other Mood Altering Substances, or the after effects of the same (e.g., a hangover), must not report to work or make themselves available for work including emergency or on-call work.

(B) Substance Use

1. On Company Premises and/or during working hours, Employees are prohibited from:
 - a. using, possessing, selling, or distributing Alcohol, Illicit Drugs, Medications or other Mood Altering Substances, except as provided for under this Policy;
 - b. possessing Drug Paraphernalia; and
 - c. reporting for duty or being on duty while under the influence of any Substance(s) which may impair the Employee's cognitive or motor skills including Alcohol, Illicit Drugs, Mood Altering Substances and Medications or the after effects of the same (e.g., a hangover).

(C) Medication Use

1. Employees are expected to responsibly use prescribed and over the counter Medications and are required to confirm through their doctor or pharmacist that the Medication prescribed or otherwise being used will not negatively affect their cognitive and/or motor skills if performing Safety Sensitive Work. If the Medication may negatively affect an Employee's cognitive and/or motor skills they are expected to take appropriate steps including notifying their Supervisor of any need for a modified work assignment.
2. The following are prohibited on Company Premises and/or during working hours:
 - a. the possession of prescribed Medications without a legally obtained and current prescription; and
 - b. the intentional misuse of Medications including altering the means of use (crushing, liquefying, injecting and/or snorting) or otherwise using the Medication in a manner not intended by the prescribing physician or as specified by the pharmacist.

ARTICLE 4: Mandatory Disclosure

1. An Employee who performs Safety Sensitive Work must advise a Labour Relations Manager of the Association of any Substance use or impairment issue which affects the Employee's ability to meet their work responsibilities or may pose a safety risk.
2. Upon an Employee making such a disclosure, the Association will advise the Union and may hold the Employee out of

service for the purpose of referring the Employee to the EAP Co-ordinator and for an assessment pursuant to ARTICLE 8(A). The obligation to make a disclosure under this Article is in addition to, and not a substitute for, an Employee's other obligations under the Policy.

3. If an Employee advises the Union of a Substance use or impairment issue which affects the Employee's ability to meet their work responsibilities or may pose a safety risk, the Union will refer the Employee to the EAP Co-ordinator who will conduct an assessment and advise the Association and the Union if the Employee is unfit to perform Safety Sensitive Work.

ARTICLE 5: Substance Testing

A Company or the Association may require an Employee to undergo Substance Testing in the following circumstances:

(A) Reasonable Cause Testing

1. An Employee may be required to undergo Reasonable Cause Substance Testing where the Employee admits to being impaired at work or there are reasonable grounds to believe that the Employee's appearance, behaviour, speech, motor skills, or body odour is consistent with the use of Drugs or Alcohol or their after effects; in such a case, testing for both Drugs and Alcohol will be carried out.
2. An Employee demonstrating signs of impairment must be removed from duty and may not be allowed to return to duty until the cause of the Employee's behaviour, or the cause of the apparent impairment, is determined. Where the employee produces a Negative Test Result, the Company may require the Employee attend the Employee's Physician for an

assessment and to provide a letter stating whether the Employee is fit to return to work to the Association and the Union.

3. Prior to requiring an Employee to undergo Reasonable Cause Substance Testing, the Company will meet with the Employee and a Union Representative promptly to explain the basis for the Reasonable Cause Substance Testing and to consider the Employee's explanation for their condition.
4. Employees required to undergo Reasonable Cause Substance Testing may not operate their own or a Company vehicle. The Company will therefore make provisions to transport the Employee to the collection site and to the Employee's home or hotel.
5. Due to the risk that impaired driving poses to the safety of the Employee and to the public, the Company will contact the police if the Employee refuses to accept a ride under these circumstances and attempts to operate their own or another person's vehicle.

(B) Post-Incident Testing

1. The Company may require an Employee to undergo Post-Incident Substance Testing in the circumstances described in this section. The purpose of Post-Incident Substance Testing is to rule out Substance use as a potential cause of the Significant Event.
2. The circumstances of each case must be taken into consideration before requiring Post-Incident Substance Testing. Post-incident Substance Testing will not occur unless a Significant Event has occurred and a preliminary

investigation has been undertaken and determined that the condition of the Employee is a reasonable line of inquiry.

3. This determination requires:
 - a. a connection between the Employee and the Significant Event;
 - b. a determination that the Employee's act(s) or omission(s) may have caused or contributed to the Significant Event;
 - c. consideration of whether other factors (e.g., environmental conditions, mechanical failure) caused the Significant Event; and
 - d. consideration of whether testing would assist the investigation.

4. A "Significant Event" includes an accident, incident or near miss where the Employee is involved in the occurrence of an event that results in:
 - a. a fatality;
 - b. a significant injury to an Employee or any other person;
 - c. significant damage to property, equipment or vehicles;
 - d. a reportable environmental event, including a reportable hazard or spill; or
 - e. a near miss which, had the event not been avoided, would likely have resulted in one of the conditions set out above.

5. An Employee who is involved in a Significant Event must report that event to their Supervisor as soon as possible, and must remain available for an investigation and Post-Incident Substance Testing.
6. Prior to requiring an Employee to undergo Post-Incident Substance Testing, the Company will meet with the Employee and a Union Representative promptly to explain the basis for the Post-Incident Substance Testing and to consider any information provided by the Employee.
7. An Employee involved in a Significant Event must not consume Drugs, Alcohol or Medication, unless prescribed by a medical practitioner or administered by a first responder, until after Post-Incident Substance Testing has been completed or the Employee has been advised that Post-Incident Substance Testing is not required.
8. The Company will notify the Work Place Health and Safety Committee that it is conducting an investigation under this section of the policy.

(C) Return-To-Duty Testing

1. The Association may require an Employee who, due to a breach of this Policy, has been discharged from the job, removed from the Company's Premises, suspended, dismissed, deregistered, or who has been held out of service, to undergo Return-to-Duty Substance Testing and have a confirmed Negative Test Result prior to returning to Safety Sensitive Work.

(D) Follow-Up Testing

1. The Association may require an Employee to undergo unannounced Follow-Up Substance Testing as set out in a treatment plan by the Employee's Physician or an IME Physician.

(E) Employee Rights

1. All time spent by an Employee in a Reasonable Cause Investigation or Reasonable Cause Substance Testing or Post-Incident Investigation or Post-Incident Substance Testing will be paid by the Company.

ARTICLE 6: Pre-Employment Testing

1. The Association may require persons applying to be hired as a casual Employee under the Collective Agreement to undergo Substance Testing. The Association will advise applicants that Pre-Employment Substance Testing is required. The Association will apply this Article in a manner consistent with its human rights obligations.

ARTICLE 7: Substance Testing Results

(A) The Third Party Administrator (TPA)
The TPA is contracted to provide:

1. Substance Testing under this Policy, including but not limited to performing Screening Tests, securing collection sites, providing testing personnel, and following testing protocols;

2. engaging the services of an accredited forensic laboratory to perform Confirmation Tests;
3. selecting and providing the services of an MRO; and
4. reporting the results of Substance Testing to the EAP Coordinator.

(B) Sample Collections

1. Substance Testing shall be administered by appropriately trained persons selected or employed by the TPA to ensure both proper chain of custody protocols and privacy protocols are respected. All specimens will be collected with concern for each Employee's personal privacy, dignity and confidentiality. The TPA will administer the collection of Substance Test specimens at an appropriate location.
2. An Employee who is directed to report for Substance Testing will be required to travel to the testing location accompanied by person(s) designated by the Company. The Company will arrange for transportation of the Employee.
3. Substance Testing for Alcohol will be administered by way of an approved Alcohol Screening Device or breath testing using an Evidential Breath Testing Unit (EBT). Substance Testing for Drugs will be administered by analysis of urine and/or saliva. The appropriately trained person from the TPA administering Substance Testing will explain the sample collection procedure to the Employee providing the sample.
4. An Employee directed to report for Substance Testing must follow the directions of the TPA person administering the

Substance Testing and may not dilute, tamper with, or alter a specimen.

(C) Specimen Analysis

1. Sample collection, testing and reporting of results will be conducted in accordance with standards accepted in Canada in order to ensure the accuracy and integrity of results. Testing shall screen, at a minimum, for the following Substances and below the following levels will result in a Negative Test Result:

Drug of classes of Drugs	Screening Test concentration equal to or in excess of ng/mL	Confirmation Test concentration equal to or in excess of ng/mL
Marijuana (urine screen)	50	15
Marijuana (oral fluid)		10
Cocaine	150	100
Opiates	2000	2000
Phencyclidine	25	25
Amphetamines	500	250
MDMA	500	250
Heroin	10	10
Oxycodone	300	300
Breath Alcohol Content	0.04%*	0.04%*

*Alcohol Substance Test results below 0.04% may be considered a Positive Test Result if it is determined that the Employee would have produced a Positive Test Result while engaged in any work for the Company based on scientifically established dissipation rates for Alcohol.

2. The Association and the Union shall agree on changes to this Policy including with respect to the Drugs tested, the cut-off levels, and the analysis procedures as new legal standards, methods, or technology in Substance Testing warrant. The Parties' mutual desire is to utilize the best scientific methods reasonably commercially available and to keep current with developments in this area.
3. The MRO will interpret and evaluate the Substance Test result. The responsibilities of the MRO will be to:
 - a. ensure that proper protocols have been maintained with respect to the chain of custody of test specimens; and
 - b. notify and discuss with the Employee the result of their Substance Test; and
 - c. notify the EAP Co-ordinator of the Substance Test result.

(D) EAP Co-ordinator Responsibilities

1. When a Company or the Association notifies the EAP Co-ordinator that an Employee will undergo Substance Testing, the EAP Co-ordinator will promptly arrange for Substance Testing to be conducted by the TPA. Where the EAP Co-ordinator has not confirmed that Substance Testing has been arranged with the TPA within 15 minutes of a Company's or the Association's request, the Company or the Association may contact the TPA directly to request that Substance Testing be carried out. In such a circumstance, the Company or the Association will also promptly notify the EAP Co-ordinator that Substance Testing has been requested.

2. The EAP Co-ordinator will ensure that the TPA reports to the collection site within two hours of the Company or Association notifying the EAP Co-ordinator of the request for Substance Testing.
3. The EAP Co-ordinator, a Company Representative, and a Union Representative may attend at the collection site to provide assistance to the Employee and to observe the Substance Testing process.
4. The EAP Co-ordinator will promptly report Substance Test results to the Association's Designated Representative(s) and to the Union.

ARTICLE 8: Assessment and Return To Work

(A) Assessments

1. If a Company or the Association reasonably believes that an Employee's ability to work is being affected by Substance Use, the Association may require the Employee to be assessed by the Employee's Physician and/or the EAP Co-ordinator, or by an IME Physician as set out below.
2. Assessments by Employee's Physician
 - a. If a Company or the Association reasonably believes that an Employee's ability to work is being affected by Substance use but does not suspect that the Employee suffers from a Substance Use Disorder, the Association may request that the Employee be assessed by the Employee's Physician and that he/she report to the EAP.

- b. The Employee's Physician will establish any treatment plan required.

3. Independent Medical Examinations

- a. When an Employee:

- i. has multiple drug and alcohol offences;
- ii. a particularly serious infraction involving drugs and alcohol has occurred; and/or
- iii. the Association believes that the Employee may suffer from a Substance Use Disorder, the Association may request an assessment by an IME Physician.

- b. An IME will be facilitated by the EAP Co-ordinator and conducted by an IME Physician who is selected from a list jointly maintained by the Association and the Union.

- c. Where an IME is conducted, the IME Physician will establish any required treatment plan.

- d. The EAP Co-ordinator will obtain and provide the IME Physician's report to the Association's Designated Representative(s) and to the Union.

(B) Treatment

- 1. Where a treatment plan for a Substance Use Disorder is recommended by an Employee's Physician or an IME Physician, the EAP Co-ordinator will work with the

Employee to choose the specific treatment provider(s) (e.g., treatment facility, psychologist, counsellor), consistent with the requirements of the treatment plan.

2. The EAP Co-ordinator will arrange for and facilitate referrals to the selected treatment provider(s).
3. Employees are required to comply with their treatment plans.
4. Where the Employee's Physician, the EAP Co-ordinator, or an IME Physician determine an Employee is unfit for work, the Association will hold the Employee out of service until the Employee is fit to return to work, consistent with the requirements in Article 8(D) below.

(C) Return to Work Requirements

1. If an Employee has been held out of service based on a reasonable belief by a Company or the Association that the Employee's ability to work is being affected by Substance Use, the Association may require that:
 - a. the Employee be cleared to return to work by the Employee's Physician;
 - b. the EAP Co-ordinator obtain a report from the Employee's Physician that confirms that the Employee is fit to return to work, and that the EAP Co-ordinator provide a copy of this report to the Association's Designated Representative(s); and
 - c. the EAP Co-ordinator be satisfied, after conducting an assessment, that the Employee is fit to return to work, and

that the EAP Co-ordinator notify the Association of this determination; and/or

- d. the Employee undergo Return-to-Duty Substance Testing and have a confirmed Negative Test Result prior to returning to Safety Sensitive Work, however the parties do not intend to restrict work for Employees who may use Substances off duty in a manner which does not impact their ability to meet their work responsibilities or pose a safety risk.
2. If the Employee's Physician or an IME Physician recommends conditions on an Employee's return to work, the Association and the Union must agree to a return to work agreement ("Terms and Conditions Agreement") before the Employee may return to work.
 3. The Terms and Conditions Agreement will include limitations, restrictions, monitoring, and Return-to-Duty and Follow-Up Testing requirements as recommended by the Employee's Physician or IME Physician.
 4. The Employee must serve any disciplinary penalty imposed prior to returning to work, subject to the Union's right to grieve the same.

(D) Reporting on Treatment Plan Compliance

1. Where Follow-Up Testing is required by a Terms and Conditions Agreement, the EAP Co-ordinator will notify the Association's Designated Representative and the Union of non-compliance with treatment.

2. Terms and Conditions Agreements may allow for a third party testing service to notify the Association's Designated Representative and the Union of non-compliance with treatment.

ARTICLE 9: Policy Enforcement

1. The Parties will apply this Policy consistent with the Collective Agreement, recognizing that:
 - a. the Association has the right to impose discipline for violations of this Policy; and
 - b. the Union has the right to grieve any decision affecting an Employee under this this Policy, including whether an Employee was impaired.

ARTICLE 10: Dispute Resolution Process

1. The Parties will raise issues and disputes regarding the operation, implementation, and application of the Policy at the Joint Industry Labour Relations Committee.
2. If disputes are not resolved at the Joint Industry Labour Relations Committee, the matter may be referred to Industry Arbitration by either party.

ARTICLE 11: Definitions

As used in this Policy, the following terms shall have the following meaning:

1. Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.
2. Association: The British Columbia Maritime Employers Association.
3. Company: A member employer of the Association.
4. Company Premises: Includes all real or personal property, facilities, land, buildings, parking lots, equipment containers, vehicles, vessels and boats whether owned, leased or used by the Company and wherever it may be located.
5. Confirmation Test: A test used to verify the positive results from a Screening Test. Confirmation Tests for Drugs use different methods than Screening Tests to identify the specific Drug or Drugs in the specimen, as well as the concentration of each Drug in the specimen.
6. Designated Representative(s): The representative(s) designated by the Association to receive test results and medical information from the EAP Co-ordinator and to preserve the confidentiality of an Employee's Substance Testing information and medical information.
7. Drug Paraphernalia: Any object or device which is used in association with the use of any Illicit Drug, marijuana or improper use of Medication. This is deemed to include any product or device, the purpose of which is to tamper with a testing sample or otherwise defeat a Drug of Alcohol test.

8. Drug(s): Any substance which has the potential to compromise the Employee's motor or cognitive skills including the categories defined below:
 - a. Illicit Drug means any Drug or substance which is not legally obtainable and whose use, sale, possession, purchase or transfer is restricted or prohibited by law (e.g., street Drugs such as cocaine and heroin).
 - b. Medication refers to any Drug which is legally obtainable, either over-the-counter or through a doctor's prescription.
 - c. Mood Altering Substance refers to any product that is legally or illegally used, resulting in cognitive or physical limitations that negatively impact performance on the job (e.g., marijuana, synthetic marijuana, cathinone derivatives commonly known as "bath salts", doda, glues, aerosols, and other similar products).
9. EAP Co-ordinator: The individual or his/her designate appointed pursuant to Black Book #24.
10. Employee: Any ILWU member of casual employee working under the BCMEA- ILWU Collective Agreement.
11. Employee's Physician: A licensed medical practitioner chosen by the Employee or other licensed medical practitioner who has treated the Employee.
12. IME Physician: An independent, impartial, and licensed medical practitioner with expertise in addictions medicine.

13. **Medical Review Officer (MRO):** A licensed medical practitioner who has knowledge of laboratory procedures and Substance Use Disorders and has received the appropriate medical training to interpret and evaluate Substance Test results as it relates to a person's medical history and any other circumstances.
14. **Negative Test Result:** A report that the Employee who provided a specimen for Alcohol and Drug testing did not have an Alcohol and/or Drug concentration level equal to or in excess of that set out in ARTICLE 7(C).
15. **Positive Test Result:** A report that the Employee who provided a specimen for Substance Testing did have an Alcohol and/or Drug concentration level equal to or in excess of that set out in ARTICLE 7(C). An Employee's refusal to provide a specimen for Substance Testing will be deemed a Positive Test Result under this Policy.
16. **Safety Sensitive Work:** A job in which an Employee:
 - a. operates machinery, vehicles, or equipment;
 - b. performs tasks or duties; and/or
 - c. works in a location, where the Employee's error or omission poses a serious risk of injury or threat to health, safety, property, or the environment.
17. **Screening Test:** An initial test performed on a breath, urine, or saliva sample to determine the presence or absence of Alcohol and/or Drugs. Screening Tests usually focus on

identifying particular classes of Drugs rather than specific Drugs. All positive Screening Tests must be verified by a Confirmation Test.

18. Substance: Includes Alcohol or Drugs.
19. Substance Testing: The analysis of the biological presence of a Substance by means of urine, breath, and/or saliva sampling and analysis.
20. Substance Use Disorder: A problematic pattern of using Alcohol or another Substance that results in impairment in daily life or noticeable distress as diagnosed by a licensed medical practitioner.
21. Supervisor: A person employed by the Company who is in a position of authority and directs the work of others. Supervisor may include, but is not limited to, foreperson, manager, supervisor, safety office or manager, superintendent, and team leader.
22. Third Party Administrator (TPA): The TPA is an independent organization that is responsible for administering Substance Testing under this Policy (see ARTICLE 7(A)).
23. Union Representative: An ILWU Local Officer or Business Agent.

#105A Joint Industry Labour Relations Committee

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled Addition of New Drug for Substance Testing - Fentanyl.

J. Vogt
Chair – Association Representatives
Joint Industry Labour Relations Committee

R. Ashton
Chair – Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
June 27, 2024

Memorandum of Understanding

Between:

International Longshore and Warehouse Union – Canada

("Union")

And

British Columbia Maritime Employers Association

("BCMEA")

(collectively, the "Parties")

ADDITION OF NEW DRUG FOR SUBSTANCE TESTING - FENTANYL

Whereas the Parties have a negotiated Drug & Alcohol Policy ("Policy") that applies to Union members and casuals working under the BCMEA-ILWU Canada Collective Agreement, the Parties agree to add the opioid Drug fentanyl to the list of substances tested and screened for in accordance with Article 7(C)(1) "Specimen Analysis".

1. The Policy will be updated under Article 7(C)(1) to include a 10 ng/mL for "Screening Test concentration equal to or in excess of ng/mL" and 1 ng/mL for "Confirmation Test concentration equal to or in excess of ng/mL" for the drug Fentanyl.
2. The BCMEA will instruct the Third Party Administrator (TPA) to commence substance testing for fentanyl on the date this agreement is signed by the Parties below.
3. The BCMEA will advise the Union on what date the TPA is able to implement substance testing for fentanyl on a go forward basis.

Date: December 1, 2021



Fraser Blair, Director, Labour Relations
BCMEA



Pat Bolan, 1st Vice President
ILWU Canada

#106 Joint Industry Labour Relations Committee

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled Domestic Violence Leave effective June 26, 2019.

Jack Vogt

Joint Industry Labour Relations Committee

Rob Ashton

Joint Industry Labour Relations Committee

Vancouver, B.C.

June 26, 2019

DOMESTIC VIOLENCE LEAVE

Employees are entitled to up to twelve (12) weeks of Domestic Violence Leave per calendar year, as prescribed in this Article. The first seven (7) days of Domestic Violence Leave taken in a calendar year are paid, and the rest are unpaid. During approved Domestic Violence Leave, an employee shall not suffer any loss of eligible benefits or seniority.

Definitions

For the purposes of this Article:

"Child" means a child, step-child, child under legal guardianship or foster child who is under 18 years of age.

"Protected Adult" an adult living with a mental/physical disability who needs assistance to meet his or her basic needs with regard to personal care and/or management of his or her property

"Domestic Violence" includes any domestic or sexual violence, or the threat of domestic or sexual violence, carried out against an employee, Child or Protected Adult of an employee by anyone who lives with or has lived with the employee, Child or protected adult of the employee, or has or had a familial or sexual relationship with the employee, Child, or protected adult of the employee.

"Domestic Violence Leave" includes time off work:

to seek medical attention for the employee, Child, or the protected adult of the employee in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;

to obtain services from a victim services organization for the employee, Child, or the protected adult of the employee;

to obtain psychological or other professional counselling for the employee, Child, or the protected adult of the employee;

to relocate temporarily or permanently;

to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence; or

such other purposes that may be agreed by the Union and the Association.

Eligibility

All employees are eligible for Domestic Violence Leave, subject to the following.

An employee is not entitled to Domestic Violence Leave if the employee committed the Domestic Violence.

Employees are required to submit an application for Domestic Violence leave to the WEBC prior to or as soon as possible after commencing the leave either by visiting WEBC or through referral to WEBC by the Industry EAP Coordinator.

Employees will provide WEBC with reasonable proof of Domestic Violence. What will be reasonable evidence in the

circumstances will depend on all of the facts of any given situation, and may include consideration of the duration of the leave, whether there is a pattern of absences, whether any evidence is available, and any cost of obtaining the evidence. Examples of evidence that may be provided include a written or verbal communication from a shelter, victim services support organization, the police, Crown Counsel, a lawyer, or a medical practitioner or organization.

Employees can take Domestic Violence Leave in increments of one or more full days. Leave under this Article does not need to be continuous.

Paid Domestic Violence Leave

The first seven (7) days of Domestic Violence Leave taken in a calendar year are paid. They do not need to be taken consecutively.

If unused, paid Domestic Violence Leave days cannot be carried over to the next calendar year.

Calculating domestic violence pay:

The calculation for the seven (7) paid days will be as follows:

Union employees shall be entitled to a maximum of seven (7) days at eight (8) hours at STBR.

Casual Employees shall be entitled to a maximum of seven (7) days at eight (8) hours at STBR so long as they worked no less than six (6) months service and must have worked 75% of the employees Casual Board average non-trade hours. Hours to be averaged over the last six months.

If a casual employee is unable to meet the requirement for entitlement as contained in paragraph (b) above and it can be demonstrated that domestic violence resulted in them not reaching the threshold the casual employee will be entitled to domestic violence pay to a maximum of seven (7) days at eight (8) hours at STBR.

Time for which an employee is on an approved Domestic Violence Leave, will count toward the calculation for eligibility for Recognized Holiday Pay providing the employee has returned to work prior to or on such Recognized Holiday.

Harassment and Violence Awareness Program

The BCMEA and ILWU will review and endeavor through the Joint Industry Safety Committee to create and deliver an Industry Harassment and Violence awareness program.

Confidentiality

All personal information concerning Domestic Violence or Domestic Violence Leave will be kept confidential. No related information will be kept on an employee's personnel file without their express written permission.

#107 Joint Industry Labour Relations Committee

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled New Technology Committee effective June 26, 2019.

Jack Vogt

Joint Industry Labour Relations Committee

Rob Ashton

Joint Industry Labour Relations Committee

Vancouver, B.C.

June 26, 2019

NEW TECHNOLOGY COMMITTEE

Pursuant to Article 14 Automation Protection Provisions, 14.05 there shall be an established New Technology Committee as set out below:

Purpose:

The purpose of the Committee is to review and minimize, to the extent possible, the impact of Technological Change including automation and semi-automation on members of the workforce in any Local Area.

Technological Change means:

- (a) The introduction by a member of the Association of automation or semi-automation involving equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business; and
- (b) A change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

Commitment:

The parties agree that Technological Change in no way alters the jurisdiction of the ILWU.

Composition:

The Committee will be composed of no more than four (4) members designated by the member company (at least one from the Association) to whose operation the automation/semi-automation will occur and no more than four (4) members designated by the Local Union (at least one from ILWU Canada).

Meetings:

The committee will meet no later than fifteen (15) days after either party gives notice in writing.

Notification of Technological Change:

When a member of the Association covered by this agreement intends to implement a Technological Change that is anticipated to affect the employment of a significant number of members, that Employer shall provide the applicable Local at least (120) days' written notice of the proposed changes. The notice shall provide the following:

- The nature of the Technological Change;
- the date on which the employer proposes to effect the change; and
- the approximate number and type of employees likely to be affected by the Technological Change.
- the effect that the Technological Change is likely to have on the terms and conditions or security of employment of the employees affected.

Mitigation Plan:

In the event of a Technological Change, either the Association, Employer or Union, may request the Committee to meet to discuss “The Notification of Technological Change”. Any disagreement resulting from a proposed change in composition or size of the workforce, which cannot be resolved by the parties, will be decided by the Industry Arbitrator who will be bound by the terms of the collective agreement.

#108 Joint Industry Labour Relations Committee

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled Shore Power – Container Operations effective June 26, 2019.

The plugging and unplugging of vessels for shore power or its equivalent (and associated activities) at container docks shall be performed by employees covered by the agreement when such work is under the care and control of a member of the Association.

Staffing shall be pursuant to the terms of Article 23 of the Collective Agreement.

Jack Vogt

Joint Industry Labour Relations Committee

Rob Ashton

Joint Industry Labour Relations Committee

Vancouver, B.C.
June 26, 2019

#109 Joint Industry Labour Relations Committee

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled Break Bulk Continuous Operations effective June 26, 2019.

Jack Vogt

Joint Industry Labour Relations Committee

Rob Ashton

Joint Industry Labour Relations Committee

Vancouver, B.C.
June 26, 2019

BREAK BULK – CONTINUOUS OPERATIONS

The parties agree to the implementation of Continuous Operations for all Break Bulk operations, except log operations, covered by the Collective Agreement between the Association and ILWU-Canada, according to the following terms:

1. No additional staffing outside the requirements of Article 19 and Article 23, will be required for continuous operations vessels.
2. The following ordered vessel and dock employee ratings are subject to continuous operations under this agreement:
 - a. Vessel Operations: Winch Drivers, Hatch Tenders, Holdmen, Siderunners, Slingmen, Spares and First Aid (where required),
 - b. Matching Dock Operations: Drivers, Dockmen and Checkers
3. When working continuous operations vessels under this agreement, Longshore workers:
 - a. shall take coffee on the fly;
 - b. shall return from coffee to operations promptly;
 - c. shall not stop working as an entire gang; and
 - d. are entitled to lunch breaks in accordance with the Collective Agreement.
4. Notwithstanding paragraph 6, Winch Drivers and Hatchtenders shall relieve each other as required to maintain a continuous operation.

5. Longshore workers, excluding Topside operators, who work continuous operations pursuant to this agreement will receive an extra one (1) hour pay at the prevailing shift rate.
6. Topside operators, who work continuous operations pursuant to this agreement will receive an extra one (1) hour pay at 1 ½ x the prevailing shift rate.
7. All provisions of the Collective Agreement continue to apply, except as modified above.

#110 Joint Industry Labour Relations Committee

The Joint Industry Labour Relations Committee hereby approves for implementation the attached agreement titled Criminal Record Check Policy effective on March 31, 2021.

Jack Vogt

Joint Industry Labour Relations Committee

Rob Ashton

Joint Industry Labour Relations Committee

attach:

Vancouver, B.C.
January 22, 2021

“APPENDIX A”
CRIMINAL RECORD CHECK POLICY

PURPOSE STATEMENT

1. The British Columbia Maritime Employers Association (the “Association”) is committed to providing a workplace free of violence, harassment and any form of criminal activity.
2. The Association requires Applicants to complete a criminal record check for the sole purpose of implementing hiring practices that achieve the goals of:
 - a. preventing workplace violence;
 - b. protecting assets and property; and
 - c. preventing criminal activity on the waterfront.

SCOPE

3. This Policy applies to all Applicants for employment for longshore despatch work under the BCMEA ILWU Canada Collective Agreement.

APPLICANT RIGHTS AND RESPONSIBILITIES

4. Applicants are responsible for taking all necessary steps, including providing necessary documentation, authorization(s) and consent and paying any associated fees, to enable a third-party screening company (the “Third-Party Screener”) to obtain and provide to the Association a Criminal Record Check consisting of:
 - a. a name-based “Canadian Information Police Centre” (CPIC) criminal record check (“Name Based Check”); or
 - b. where the Name Based Check does not provide a conclusive name match, Canadian certified criminal record check (“Certified Check”), and
 - c. a USA County Criminal Record Check + SSN Trace and a GlobeX Criminality Search for offences set out in section 5 (c) without time restriction

reflecting 10 years of criminal record information preceding the individual’s current application for employment for indictable offenses and 5 years of criminal record information preceding the individual’s current application for employment for summary offenses, except for the offenses set out herein where the criminal record information will not be time restricted (the “Criminal Record Check”).

5. The time periods set out in Section 4 will not apply to commission of any of the following offences (including any conspiracy or attempt to commit the offence, being an accessory after the fact in relation to the offence or any counselling in relation to the offence):



- a. murder
 - b. an offence related to terrorist activity
 - c. an offence relating to the trafficking, production, importing, exporting, possession for the purposes of trafficking, selling or distribution of any controlled drug or substance contrary to the *Controlled Drugs and Substances Act*, the *Cannabis Act* or the *Criminal Code* (and similar offences in other jurisdictions).
6. An Applicant who is of, or following, the date of the application charged with an offence listed in section 9, but such charges have not been resolved, shall disclose such charges to the Third Party Screener. The Applicant will be assigned a registration number but the application will be held in abeyance pending disposition of the charges. If the Applicant is cleared of the charges and meets all other requirements for entry into the Industry, the Applicant will maintain their assigned registration number for the purposes of union seniority only and will not make any claim for compensation or recognized years of service as it pertains to any benefits including pension and vacation under the Collective Agreement.
7. Applicants who fail to comply with the criminal record check requirement set out in this Policy will not be considered for employment.
8. The Association will direct the Third Party Screener not to consider information beyond the checks identified in section 4, other than as expressly provided for under this Policy.

NATURE OF OFFENCES

9. The following criminal offences for which a pardon has not been granted or record suspension has not been ordered, will disqualify applicants from hiring, including any conspiracy or attempt to commit the offence, being an accessory after the fact in relation to the offence or any counselling in relation to the offence:

Serious Offences to People

- aggravated assault
- assault causing bodily harm
- assault with a weapon
- sexual assault, sexual interference, any form of sexual invitation or exploitation, luring a child and agreeing or arranging to commit any sexual offence against a child
- any offence related to child pornography
- criminal negligence
- manslaughter
- murder
- an offence related to terrorist activity
- kidnapping, trafficking in persons, hostage taking and abduction, forceable confinement
- extortion
- possession of firearms or other weapons contrary to a prohibition
- criminal harassment
- voyeurism

Serious Offences to Property

- theft over \$5,000
- motor vehicle theft
- robbery and extortion
- arson
- breaking and entering
- possession of property obtained by crime over \$5,000
- trafficking in property obtained by crime
- laundering proceeds of crime

Fraudulent Offences

- fraud
- theft of or trafficking in identity information
- theft or forgery in relation to credit cards
- counterfeiting

Drugs and Trafficking

- an offence relating to the trafficking, production, importing, exporting, possession, selling or distribution of any controlled drug or substance contrary to the Controlled Drugs and Substances Act, the Cannabis Act or the Criminal Code (and similar offences in other jurisdictions), except as follows:
 - Summary cannabis possession convictions that occurred prior to the legalization of cannabis in Canada on October 17, 2018 will not disqualify an applicant from hiring under this Policy. Summary cannabis possession convictions that occurred after the date of legalization and indictable cannabis possession convictions that occurred prior to and after the legalization of cannabis in Canada will disqualify an applicant from hiring subject to the time restrictions in this Policy.

10. The following Motor Vehicle Offenses for which a pardon has not been granted or record suspension has not been ordered, will disqualify applicants from any driving and or equipment operation positions under the Collective Agreement (i.e. eligible for labouring jobs only) for a period of 5 years from the date of hire.

- Two or more occurrences of each or all of the following offences within the previous 5 years of the application:
 - operation of a conveyance while impaired or over the legal limit for alcohol or drugs
 - failure or refusal to comply with a demand under the Criminal Code for samples of breath or blood
 - refusal to take a breathalyser or other test prescribed by law

11. If the Criminal Record Check discloses other offences of similar gravity or seriousness, the Third-Party Screener shall advise the Association and the Union and they will



determine whether the offence results in a "did not pass" for the Applicant. Failing agreement, a job arbitrator will make the final determination (not subject to appeal).

PROCEDURE

12. The Third-Party Screener will be selected by the Association after consultation with the International Longshore & Warehouse Union – Canada ("the Union"). The Association agrees to review and discuss in a reasonable period any issues the Union raises with the service provided by the Third-Party Screener in an effort to resolve any concerns.
13. The Applicant will provide the necessary authorization(s), information, disclosure(s) and signed consent(s) as required by the Third-Party Screener, to the Third-Party Screener.
14. The Third-Party Screener will obtain the Applicant's criminal record information as stipulated in section 4 and review the results of the Criminal Record Check.
15. The Third Party Screener will advise the Applicant, the Association and the Union whether the Applicant passed or did not pass the screening, except:
 - a. if the offense relates to Section 10 above, in which case the Third Party Screener will advise the Applicant, the Association and the Union of the number of listed offenses and the time frame of the offences; or
 - b. if the offense relates to Section 11 above, in which case the Third Party will advise the Association and the Union of the offences as provided in that Section.
16. If the Applicant does not pass the screening in Section 9, the Applicant will be removed from the hiring process.

PROTECTION AND RETENTION OF INFORMATION

17. The Criminal Record Check is highly sensitive personal information and the Association will require the Third-Party Screener to safeguard, retain and destroy the information in a manner consistent with the *Personal Information Protection and Electronic Documents Act*, SC 2000, c.5 ("PIPEDA") or similar provincial legislation as applicable.
18. Access to any Criminal Record Check information will be limited to those persons who need to know the information for the purpose of performing their duties and responsibilities related to processing of the Criminal Record Check or as required for the purposes of this Policy or for the purpose of dealing with a grievance or complaint as set out in sections 22 and 23 below.
19. The Third Party Screener may disclose the results of the Criminal Record Check to the Association as set out in this Policy and/or for the purpose of defending itself in any complaint processes set out in this Policy or as otherwise required or authorized by law.
20. Criminal Record Check information will only be retained by the Association for the period

of time required to fulfill the purposes of this Policy including the completion of any complaint processes set out in this Policy or appeals therefrom except as required by applicable law.

QUESTIONS AND COMPLAINTS

21. Applicants who have questions about the privacy practices of the Third-Party Firm, the Association or the Union, including inquiries about policies and practices relating to the handling of personal information, may contact the privacy officer at the respective body.
22. Any decision made by the Association under this Policy may be grieved by a Local of the Union on the basis that it breaches the Policy or is unreasonable, subject to the grievance and arbitration procedure in the Collective Agreement. In the event of such grievance, the Third-Party Screener will provide to the Association the results of the Criminal Record Check that resulted in the Applicant not passing the screening.
23. Nothing in this Policy shall be construed as abridging or denying an Applicant's right to challenge the Association or Third Party Screener's decision with respect to their application in any forum outside of grievance arbitration. In the event of such challenge, the Third-Party Screener will provide to the Association the results of the Criminal Record Check that resulted in the Applicant not passing the screening.

AMENDMENTS

24. This Policy is subject to amendment from time to time as agreed to by the Association and the Union. Failing agreement, the Industry Arbitrator under the terms of the collective agreement has jurisdiction and authority to modify the Policy, including by making changes as are necessary to meet the needs of the industry consistent with the applicable case law and Collective Agreement.

