

## Article 1

### INTENT AND PURPOSE

#### 1.01

It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:

- a) To recognize mutually the respective rights, responsibilities, and functions of the parties hereto, and to stimulate consultation and co-operation;
- b) to establish an equitable procedure for the employees' promotion, transfer, layoff and recall, and the just and prompt settlement of grievances;

#### 1.02 Harassment and Bullying

- a) The Union and Employer recognize the right of employees to work in an environment free from personal or sexual harassment as per the Human Rights Code of British Columbia. The Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.
- b) Sexual harassment means engaging in any conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
  - 1) sexual solicitation or advance or inappropriate touching and sexual assault;
  - 2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.
- c) Personal harassment means comments and or actions, or a course of conduct that is known or ought reasonably to be known to be unwelcome and is demeaning or humiliating, and is a violation of the British Columbia Human Rights Code.
- d) Bullying is an act of aggression. Any behaviour that intimidates, threatens and humiliates another person (employee, contractor, visitor, client) will not be tolerated.
- e) Reprisal/retaliation from anyone in the workplace (employee or management) in response to harassment/bullying or after a complaint has been made is serious and will not be tolerated.
- f) Anyone who has reasonable cause to believe that they have been subjected to harassment/bullying are to report the matter immediately to the management to have the report investigated and whatever corrective action required be taken to correct the situation.

## Article 2

### SCOPE AND RECOGNITION

#### 2.01

a) The employer recognizes the Union as the sole collective bargaining agent for all members of International Longshore and Warehouse Union Local 522 and all other employees, employed by Canadian Intermodal Services Ltd. and employed pursuant to the Terms of this Agreement.

b) The management of the operation and the direction and promotion of the employees are vested exclusively in the management of the employer. The management shall have the right to select its employees and to discipline or discharge them for proper cause.

#### 2.02

This agreement shall apply to all such persons employed pursuant to the Terms of this Agreement for the performance of work routinely done by CIS in the normal course of terminal operations.

a) Handling, truck loading and unloading, inspection, creation of Interchange Receipts and subsequent authorized repairs of shipping line and leasing company owned ISO marine cargo containers arriving at the terminal for the purpose of damage inspection and/or repair.

b) The current practices for the modification of containers shall continue.

c) Company Supervisors shall perform work that is covered by 2.02 a) & b) as per past practice. Examples include: periodic inspections and checking, traffic coordination, break relief, training, periodic shop feeding, shipping and receiving of parts/materials/supplies, repairs, periodic truck loading/unloading.

This article is not to be construed so as to give management the right to avoid using Bargaining Unit employees.

#### 2.03

This agreement shall apply to the Company who employs, pursuant to the terms of this Agreement, members of the Union or other persons for whom the Union is or for whom, during the term of this Agreement, the Union becomes, bargaining agent.

#### 2.04

It is the intent and responsibility of the Parties that each will police the terms and conditions of this Agreement in accordance with its spirit and intent.

The parties agree that there will be no agreements made by any person bound by the terms of this Agreement, which are contrary to its terms and conditions or its spirit and intent.

Article 3

CO-OPERATION

3.01

The Employer will make every effort to provide employees disabled as a result of service with appropriate work in keeping with the Human Rights principle of duty to accommodate.

3.02

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be forwarded to the Shop Stewards. The Employer agrees that a copy of any correspondence between the employer and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any Article in this Agreement, shall be forwarded to the President of the Union.

Article 4

UNION REPRESENTATION

4.01

For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union has the right to appoint Stewards.

Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.

- b) I.L.W.U Local 522 Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining right as well as any other rights under this Agreement and under the law.

4.02

The Union agrees to notify the employer in writing of the names of its officials and the effective dates of their appointments.

4.03

Stewards will not absent themselves from their work except for attendance at employer initiated meetings concerning grievances or issues requiring representational rights pursuant to the collective agreement.

4.04

The Union has the right to appoint a maximum of two (2) employee members of the bargaining unit to the Union Negotiating Committee. Employees on the Committee shall be paid by the employer at their regular hourly rates for all time spent on negotiating a Collective Agreement with the employer and the union will reimburse to the employer the appropriate salary costs whenever this takes place during the regular working hours of the employees concerned. Any hours outside of the regular working hours of the employees concerned will be reimbursed directly to the employees by the union

Note: Part days will be pro-rated and the employees shall work the part of the shift that is not scheduled/involved in negotiations.

4.05

Union Representatives shall have the right to visit at the location where I.L.W.U members are employed; The Union will not interfere with the normal flow of operations.

4.06 Time Off Union Business

- a) Without Pay : Leave of absence and without loss of seniority: will be granted;
- i) For those employees elected as a full time union representative for up to a period of two years. An extension thereof may be mutually agreed to.
  - ii) For elected or appointed representatives of the Union to attend to Union business, which requires them to leave their premises of employment or to attend meetings, conventions, workshops, etc, provided that reasonable notice is given of the date, and duration of such time off.
  - iii) For employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee concerning bargaining with the employer:
  - iv) To employees called by the Union to appear as witnesses before an Arbitration Board dealing with an arbitration pursuant to the collective agreement with the employer.

It is understood that employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this Article shall include sufficient travel time. The employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of this Article, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time incurred.

Article 5

**STRIKES, LOCKOUTS, HEALTH AND SAFETY, PICKET LINES**

5.01

The Union agrees that during the term of this Agreement there will be no slowdown nor strike, stoppage of work, cessation of work, or refusal to work.

5.02

The Employer agrees that during the term of this Agreement there will be no lockout.

5.03

Unless an Employee in good faith believes that to perform work under particular circumstances would endanger health or safety, the Employee may not refuse to work. Any questions regarding health or safety at the workplace shall be reported immediately by an employee to their immediate supervisor or to management.

The reporting procedure pursuant to appendix A shall be followed.

5.04

The Union agrees that in the event of strikes or walkouts, the Union will not take similar action on the ground of sympathy, but will continue to work. The Employer does not expect members of the Union to pass a legal picket line.

Article 6

EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01

(i) New employees will be hired on a three (3) month probationary period which they must have worked 60 days and thereafter shall attain regular employment status; their seniority shall be calculated from the date of hire.

(ii) The employer shall make new employees aware of the union and supply them with forms to sign for dues check off once regular status is achieved.

6.02

Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees. The employer may terminate the employment of a probationary employee for any reason.

6.03

The Employer shall provide a bulletin board for the exclusive use of the Union, the sites to be determined by mutual agreement. The Union will submit information to be posted, to the Employers designated representative(s) before posting on the bulletin board.

6.04

A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer union shop cards for the Employer's place of operation, to be displayed on the premises. Such card will remain the property of the union and shall be surrendered upon demand.

6.05

The union may submit a list of names and references of potential employees to the employer for consideration.

Article 7

COMPULSORY CHECK-OFF

7.01

On receipt of written authorization, the Employer shall deduct from the monthly wages of each employee in the bargaining unit all union dues and/or assessments on behalf of the Union. Such monies shall be deducted bi-weekly and shall be paid to the Secretary Treasurer of the Union within fifteen (15) days following the end of each month, accompanied by a list of the employees for and on behalf of whom such deductions have been made. All deductions made on behalf of the Union will be included on employee's T4 slips.

To be effective with the commencement of the first full month of the collective agreement.

## Article 8 WAGES

All classifications shall have a base hourly rate. In addition should an employee receive any part of the skill/productivity differential for their classification this amount will be added to the base rate and become the employees hourly pay rate for all purposes.

Awarding of the Skill/Productivity differential amounts shall be determined exclusively by the employer and not subject to the grievance procedure.

All employees whose current wage rates are higher than those rates posted in the collective agreement shall not be rolled back.

Once a skill differential has been awarded it shall not be rolled back while the employee remains in the classification in which the skill differential was awarded. Productivity differentials awarded in a classification are subject to adjustment should the employee fail to maintain the level achieved.

### 8.01

Classification	Hourly Base Rate	Maximum Skill/Productivity Differential
Lift Driver 1	\$23.00	\$4.00 per hour
Lift Driver 2*	\$20.00	\$3.00 per hour
Repairer	\$20.00	\$4.00 per hour
Labour 1	\$17.00	\$2.00 per hour
Labour 2	\$15.00	\$1.50 per hour
Checker/Clerical	\$15.00	\$3.00 per hour

The employer shall supply a written criteria for qualifying for the skill/productivity differential (to be attached as Appendix B).

The above listed Classification Hourly Base Rates shall be increased as per the following schedule:

- 2.5% March 1, 2008
- 2.5% March 1, 2009
- 2.5% March 1, 2010
- 3.0% March 1, 2011

\*Upon completion of 24 months worked in Lift Driver 2 classification (including the 6 month trial period), the employee will automatically be reclassified and paid as Lift Driver 1.

### 8.02

Training Rate: All employees will receive a training rate of the Classification Hourly Base Rate minus \$1.00 for the first 6 months of their employment in the classification.

8.03

Premiums:

First Aid Attendant: Qualified Employees, selected by the employer to be First Aid Attendants will be paid a premium of 1.00 per hour in addition to their Classification Base Hourly Rate for all hours worked.

Afternoon Shift: Employees working the afternoon shift will receive a premium of \$1.00 per hour in addition to their Classification Base Hourly Rate for all hours worked. Afternoon shift is defined as a shift starting at 1500 hours or later.

8.04

Any employee assigned to a higher rated Classification shall receive the higher Classification Base Hourly Rate for all hours so assigned and worked.

## Article 9

### VACATION

#### 9.01

Employees will receive annual vacation upon completion of the following years of service, with pay calculated as a percentage of their gross annual earning:

0 – 4years – 4% 10 work days  
5 + years – 6% 15 work days

#### 9.02

The following shall be considered as days actually worked for determining vacations for an employee after one (1) continuous year of employment:

- a) absence on Workers' Compensation up to a period of two (2) years, provided the employee returns to his employment;
- b) absence due to illness up to a period of one (1) year, provided the employee returns to his employment. The employer shall have the right to require a certificate from a qualified medical practitioner;
- c) any other absence with pay duly approved by the employer in writing.

#### 9.03

In the event of a public holiday falling during the employee's annual vacation with pay, such employee shall be entitled to be off, with pay, the day he would normal have returned to work.

#### 9.04

Employees may elect to receive their holiday pay in the full amount owing by issuing the Employer two weeks notice in writing or in the alternative they will receive their holiday pay at the time of their vacation.

#### 9.05

The vacation shall be taken at the time mutually agreed or, if the employee has not indicated a choice, then as scheduled by the Company within twelve (12) months following the employee's anniversary date. Vacation requests shall be submitted to the employer, for approval, at least thirty (30) calendar days before the intended leave. The employer shall confirm whether the request is granted, within fifteen (15) calendar days of receipt of the request.

#### 9.06

The employer will endeavor to grant vacations at the times requested, in the vacation season or period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, the seniority principle shall apply.

## Article 10

### HOLIDAYS

#### 10.01

The employer agrees to observe and pay, at the regular hourly rates, for eight (8) hours per day, for the following nine (9) holidays:

#### Recognized Holidays

- |                  |                         |
|------------------|-------------------------|
| 1. New Years Day | 5. British Columbia Day |
| 2. Good Friday   | 6. Labour day           |
| 3. Victoria Day  | 7. Thanksgiving Day     |
| 4. Canada Day    | 8. Remembrance Day      |
|                  | 9. Christmas day        |

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

#### 10.02

If one of the above-named statutory holidays falls on an employee's regular scheduled day off, the following regularly scheduled workday shall be observed as the statutory holiday. Any employees who must work a statutory holiday shall be paid at 1.5 X times the standard base rate plus the eight hour holiday pay.

#### 10.03

Employees who have been employed for thirty (30) calendar days shall be given either:

- a) a day off with pay on each statutory holiday, or
- b) shall be paid in accordance with Article 10.02 for all hours worked on a statutory holiday.

#### 10.04

An employee who is given a day off on a statutory holiday, or a day off in lieu of a statutory holiday, must be paid the following amount for the day off:

- a) if the employee has a regular schedule of hours, and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the statutory holiday, the same amount as if the employee had worked regular hours on the day off;
- b) if the employee does not have a regular schedule of hours and has worked at least fifteen (15) of the last thirty (30) days before the statutory holiday, his/her statutory holiday pay is calculated by dividing the employee's total wages excluding overtime wages, for the thirty (30) day period by the number of days worked;

- c) if the employee has worked less than fifteen (15) of the last thirty (30) days before a statutory holiday, his/her statutory holiday pay is calculated by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).

## Article 11 HOURS OF WORK

11.01 Every employee shall have at least an eight (8) hour break after a full shift before being called for another shift, and shall not be obliged to work more than one shift in a calendar day. (Note: May however be required for a shift extension see Article 11.04 below)

11.02 There shall be a fifteen (15) minutes rest period, with pay, during each half of the shift. Current practice to be maintained - combined 30 minute break.

11.03 There shall be an unpaid lunch period of one-half (1/2) hour after the first four hours of the shift. Current practice to be maintained – 30 minutes break.

11.04 a) Overtime rate: will be will be paid at 1 ½ x the applicable shift rate.

b) Extension of shift: There shall be an unpaid lunch period of one-half (1/2) hour after the first four hours of the overtime shift extension.

c) Overtime rate of 2 X the applicable shift rate shall apply to all hours worked over 12 in one shift.

11.05 Where hot coffee and tea is not readily available from other sources for employees at meal hours, it will be furnished by the Employer.

11.06 Employer must supply potable water for all employees.

11.07 Gate Checkers and Gate Clerical may be required by the Employer to commence work up to one hour before the beginning of a shift and, notwithstanding anything contained in this Agreement, when required by the Employer shall remain on the job a maximum of one-half hour after the employees cease work, for the purpose of handing in records, completion of inspections and sending reports.

11.08 A First-Aid Attendant shall, if required, work through any meal period, in which case they shall take an break as soon as is practicable after or if not possible shall be paid at the rate of 1.5 X their shift rate in lieu of the 30 minute meal period.

11.09 The normal work week is 40 work hours. Employees reporting to work as scheduled by the employer shall be paid their Classification hourly rate for their shift hours worked, except when the employee commences work and the work is suspended because of reasons completely beyond the control of the employer the employee will be paid for a minimum of 2 hours or the time actually worked whichever is greater.

## Article 12

### SENIORITY, LAYOFFS, PROMOTIONS AND RECALL

#### 12.01

Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit wide basis. New employees shall be placed on the seniority list at the end of their probationary period and their respective seniority shall be dated back to the date of beginning of employment. Seniority shall be applied in determining preference for job postings, promotions, shifts and preferred hours, transfers, demotions, layoffs, recall, vacation and as set out in other provisions of this Agreement.

#### 12.02

The employer shall maintain up-to-date seniority lists, A copy of such a list will be provided to the Union in order for it to ascertain the seniority status of an employee within its jurisdiction.

#### 12.03

Seniority rights shall cease for an employee who:

- a) voluntarily terminates his/her employment;
- b) is discharged, which is not reversed throughout the Grievance Procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months;
- d) except for circumstances which are beyond his control, overstays authorized leave of absence or subsequent extensions thereof.

#### 12.04

When the employer deems it necessary to reduce the work force, he/she shall consult the Union on the need for layoffs. The employer and the Union shall jointly determine the order of layoffs and in doing so they shall be guided by the following considerations:

- a) seniority standings of the employees;
- b) skill, qualifications and ability of the employees to perform the work in the affected classification.

Laid off employees shall be recalled to the classification from which they were laid off.

#### 12.05

The employer shall give five (5) work days notice of layoff to all employees who have attained seniority status. Employees wishing to terminate their employment shall give five (5) work days notice. Notice as required by this Article may be varied by agreement, if emergencies arise, or due to unforeseen circumstances outside of the employer's control.

12.06

An employee who has completed twelve consecutive months of continuous employment is entitled, upon termination by the employer, except where terminated for cause, to 1 week of pay and or notice or a combination thereof for each year of service, to a maximum of 8 weeks.

Notwithstanding the above, all employees with 5+ years of continuous employment will receive a minimum 2 weeks pay.

12.07

Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within three (3) work days after the layoff took place.

12.08

Any employee laid off and recalled for work must return within two (2) work days when unemployed and within seven (7) work days when employed elsewhere after being recalled.

12.09

a.) The employer shall post, for a minimum of seven (7) work days, in a conspicuous place, and with the Union office notice of all vacant positions, new positions and promotions. Any employee of the employer covered by this Agreement may apply for such vacant or new position. Seniority shall prevail in the award of new jobs, or filling of vacancies, provided the employee demonstrates the skill, ability and the qualifications to do the work. Preferred shifts shall be assigned to senior employees.

b.) All employees shall serve a 3 month trial period in their new classification except for Lift Operators which will be 6 months. Should an employee at any time fail the trial period, they shall revert to their former classification subject to seniority.

12.10

The parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of worksite closures on the employees.

In the event of any worksite closure, there shall be established a Joint Committee in order for the Employer to consult with the Union. The Committee shall be composed of members equal in number representing the Employer and the Union.

The Committee shall identify vacancies available and will recommend the placement of affected employees in such vacancies provided that they have the skill, ability and qualifications for the new position. There shall not be a violation of Article 12 where the Joint committee recommends a placement under this Article. It is understood that the placement of affected employees will be in equivalent positions. The

Canadian Intermodal Services Ltd / International Longshore and Warehouse Union Local 522  
Collective Agreement March 7<sup>th</sup>, 2007

Employer agrees not to unreasonably withhold agreement to the Committee's recommendation.

Article 13  
RRSP

The employer will match each employee's annual RRSP contributions to a maximum of \$.30 per hour worked to a maximum of 2000 hours worked per year (ie max \$600) effective March 1, 2010 and to a maximum of \$.50 (ie max \$1000 per year) effective March 1, 2011. Payments will be made quarterly beginning June 30, 2010 and following the calendar year quarterly dates of March 31, June 30, September 30, December 31.

Article 14

HEALTH BENEFITS AND INSURANCE

14.01

In order to assist in protecting the employees and their families from the financial hazards of illness and accidents, the employer agrees to contribute, on behalf of all eligible\* employees, seventy-five percent (75%) and the employee contributes twenty-five percent (25%) of the premium cost of the employer benefit plan.

\* Does not include probationary employees

The plan covers:

- a) Medical Services Plan of B.C
- b) Extended health benefit plan, including vision, etc
- c) Group life insurance of \$100,000.00, plus accidental death  
And dismemberment, for each employee;
- d) Weekly indemnity paying the equivalent of 66 2/3 % of weekly earnings, to a maximum benefit equal to the Employment Insurance Maximum benefit amount.
- e) Long Term Disability: paying the equivalent of 66 2/3 % of wages to max of \$2500 per week of earnings plus 50% of the next \$3500.00 per week of earnings plus 40% of any excess amount to maximum of \$8000.
- f) Dental Plan

Benefits and Coverage is as described in and governed by the provisions in the policy between the employer and the insurer.

Note: this new plan will take effect April 1, 2007.

Article 15

LEAVES OF ABSENCE

15.01

- a) The employer shall grant leaves of absence, without pay, and without loss of seniority rights, for the following reasons for a maximum period of one (1) month: the employee's marriage, serious illness, or death of an immediate family member (see definition Article 15.03).
- b) Employees shall be entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave beginning no earlier than eleven (11) weeks before the expected birth day and ending no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period.
  - i) An employee may request unpaid leave under this Article of up to six (6) consecutive weeks after a miscarriage, still birth, or termination of a pregnancy.
  - ii) In addition, an employee is entitled to a maximum of six (6) weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection b)I) above.
- c) Employees, upon request, are entitled to a parental leave of up to thirty-five (35) consecutive weeks of unpaid leave beginning:
  - i) for a birth mother, immediately after end of the leave taken under section 15.01 (b), unless the employer and the employee agree otherwise;
  - ii) for a birth father, after the child's birth and within fifty-two (52) weeks after that event;
  - iii) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent; and
  - iv) if the child has a physical, psychological or emotional condition requiring an additional period of parent care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (b) above.
- d) An employee's combined entitlement to unpaid leave for maternity and parental reason is limited to fifty-two (52) weeks, plus any additional leave the employee is entitled to under Article 15.01 (b)(ii) or 15.01 (c)(iv)

15.02

The above shall not preclude extensions for personal illness where it is established in an application submitted prior to the expiration of the leave of absence that such request for extension is justified by a qualified Doctors certificate.

15.03

In the event of death in an employee's immediate family (parents, sister or brother, spouse or children, mother-in-law, father-in-law, the employee shall be entitled to be absent from work three (3) days, without pay.

Article 16

ACCIDENTS

16.01

In the event an employee meets with a compensable time-loss accident on the job, the employer shall pay the employee his/her normal earnings for the entire shift, regardless of actual hours worked. The benefit herein provided will be reduced by the amount payable under any group insurance or compensation scheme.

16.02

If an Employee returns to work on light duty following non WCB illness or injury he/she shall be scheduled in accordance with their Doctors recommendation and subject to the employer's ability to provide appropriate work in keeping with the employee fitness and ability to meet operational requirements. Pay will be the actual hours worked and the employee may be eligible for some compensation from the WI or LTD plan or from other sources such as ICBC.

Article 17

OCCUPATIONAL HEALTH AND SAFETY

17.01

All relevant regulations of the Workers' Compensation Act, pertaining to the working environment and Health and Safety issue will be complied with.

17.02

The parties agree that smoking will be allowed only in designated smoking areas.

17.03

- a) The Employer and the Union agree to establish a Health and Safety program. The Committee will be composed of four (4) members, (2 Union & 2 Employer) meeting on a monthly basis. The Health & Safety program will address issues concerning the correction of unsafe conditions and practices with the goal of attaining a safe environment for the entire work force. The Committee will assist in creating a safe place of work and recommend actions, which will improve the effectiveness of the Health Safety, program & encourage compliance with the program's guidelines.
- b) Employees who serve on the committee will suffer no loss of pay when attending meetings or investigation safety matters together with an Employer representative of this committee.
- c) All committee meeting minutes and accident reports shall be forward to the Union on a monthly basis.

17.04

Immediately following an accident, transportation to the nearest physician or hospital, for employees requiring medical care, as a result of an on-the-job accident, shall be at the expense of the Employer.

17.05

The Employer recognizes that the abuse of alcohol and/or drugs constitutes an illness and employees so affected will retain all benefits and seniority while undergoing treatment.

The Employer and the Union will establish a mutually agreed upon procedure to refer employees for assessment and if needed to a recognized agency for treatment.

Article 18

UNION MANAGEMENT COMMITTEE

18.01

- a) The Employer and the Union agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. Such meetings will be during working hours without loss of pay. The areas for discussion shall include but not be limited to:
  - i) Training protocol for back-up positions;
  - ii) Matters that affect the working conditions of the employees.
  
- b) The Employer and the Union shall each appoint two (2) Representatives to the Union-Management Committee. The minutes shall record the business of each meeting, a copy of which shall be mailed to the Union's office.

## Article 19

### GRIEVANCE PROCEDURE

#### 19.01

The parties to this Agreement recognize the Stewards, the Union Officers specified in Article 3, as the agents through which employees shall process their grievances and receive settlement thereof.

#### 19.02

Neither the employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

#### 19.03

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. Either party may submit a Policy Grievance directly to Article 19.05 Step 2. Such Policy Grievance shall be signed by a Steward, a Union Officer or in the case of an Employer's Policy Grievance, by the employer or his representative.

#### 19.04

A "Group Grievance" is defined as a single grievance, signed by a Steward, a Union officer, on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure coming with Step 1. The grievors shall be listed on the grievance form.

#### 19.05

Step 1 – Any employee having a grievance will, accompanied by a Steward, or a Union Officer, submit the same to his immediate supervisor within five (5) work days of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the fifth (5<sup>th</sup>) work day following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.

Step 2 – If the grievance is not settled under Step 1, a Union Representative may, within five (5) work days of the decision under Step 1, or within five (5) work days of the day this decision should have been made, submit a written grievance to the employer. The parties shall meet to discuss the grievance within five (5) work days after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within five (5) work days following the said meeting.

## Article 20

### ARBITRATION

#### 20.01

If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

#### 20.02

The party requesting arbitration must serve the other party with written notice of desire to arbitrate within ten (10) work days after receiving the decision given at Step 2 of the Grievance Procedure. (Notices pursuant to 20.02 must be hardcopy or fax copy no e-mail notices will be acceptable.)

#### 20.03

If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within five (5) work days of service, who will meet with the authorized representatives of the Union and the employer in a hearing to ascertain both sides of the case.

#### 20.04

The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

#### 20.05

If the parties fail to agree to refer the matter to an agreed single Arbitrator within five (5) work days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.

#### 20.06

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

#### 20.07

Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

#### 20.08

If a party refused or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses to meet to appoint an Arbitrator. The party not in default may apply to the Minister of Labour to appoint a single Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.

20.09

It is agreed that the single Arbitrator shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 20 and 21 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

20.10

An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated on the basis of hours as applicable, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.

20.11

Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discipline, the Arbitrator may substitute a penalty, which is in the opinion of the Arbitrator just and equitable.

20.12

The parties will equally bear the expense of the single Arbitrator

20.13

An arbitrator dealing with a matter other than discipline shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

Article 21

DISCHARGE, SUSPENSION AND WARNING

21.01

When the conduct or performance of an employee calls for a reprimand of record by the employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded immediately by the employer to a Steward and to the Union. Prior to issuing such a reprimand, the employer shall interview the employee in the presence of a Steward or Union Representative.

21.02

An employee may be suspended or discharged for proper cause by the employer. A written notification, describing the nature of the case and the extent of the discipline, shall be forwarded to the Union's office. Within five (5) work days following the suspension or discharge, the employee involved, together with a Union Representative, may interview the employer concerning the reason leading to the suspension or discharge. Within five (5) work days following the interview, the Union may submit the complaint to arbitration.

21.03

Employees may, during the regular office hours, accompanied by a management representative have access to their personnel file as kept by the employer. Should copies of documents be requested by the employee, the management representative will arrange for said copies to be produced for delivery to the employee in question.

Article 22

DURATION

22.01

This Agreement shall take effect as of March 1, 2007 or the date of ratification, whichever is later, and shall remain in effect for a duration of 5 years from the effective date.

22.02

Notwithstanding Article 22.01 the parties agree that all provisions of the expired Collective Agreement will remain in full force and effect until the new agreement is ratified.

## Letter of Understanding One

### **Re: Scope**

The following tasks and activities or portions thereof may be assigned to CIS employees from time to time, but are not exclusive to the Bargaining Unit and are not captured by Article 2.02 of the Agreement:

- Modification of containers (except as provided for in Article 2.02 (b))
- Yard and pavement patching
- Yard leveling and grading
- Fencing and security
- Flood control and drainage
- Roofing, insulation, carpentry, spray painting, commercial building painting, electrical and other trades
- Fire and safety equipment installation and servicing
- Septic and/or vacuum truck service
- Preventative Equipment Maintenance including lube, oil, filters and grease
- Automotive electrical repairs or installations
- HVAC installations or maintenance
- Machinery component change / repair
- Tire maintenance or installation
- Component and sub-component fabrication and installation for modifications
- All repairs and certifications of trailers
- Crane or man-lift service

## Letter of Understanding Two

### **Re: Sales Related Work**

From time to time CIS is contracted to perform labour type work associated with resale ISO marine cargo containers. At present the following employees perform this labor type work:

1. Jose Mendoza
2. Emmett Present
3. Amin Singh
4. Gali Cherk

The above referenced individuals will be eligible to post for other positions within the CIS bargaining unit pursuant to Article 12.09

Any future hired employees for the sales container labour work will not be eligible for the provisions of Article 12.09.

The wages set out in the collective agreement Article 8 – Labour 2 shall apply to the sales labour positions, except as noted below;

Jose Mendoza is grandfathered at a current base rate of \$17.50 per hour. His rate will be eligible for each annual percent change per Article 8 of the collective agreement.

Should the CIS terminal cease operations, then the sales labour function will cease to be part of the scope of the agreement between the parties.

Letter of Understanding Three

**Re: Modification Supported Work**

At present there are 2 senior employees assigned to support the current Modification Contractor. These individuals have unique and specialized skills, and a proven productivity record specifically related to this work. These employees are.

1. Don Turner, Jr.
2. Wayne Pedersen

Don Turner is grandfathered at a current base rate of \$23 per hour and Wayne Pedersen is grandfathered at a current base rate of \$22 per hour. Their rates will be eligible for each annual percent change per Article 8 of the Collective Agreement.

Should the arrangement change or cease with the current Modification Contractor, their grandfathered rates will still apply to their classification as Repairer for the duration of the Collective Agreement.

The above referenced individuals are eligible to post for other positions within the CIS bargaining unit pursuant to Article 12.09

Letter of Understanding Four

**Re: Re-Hire of Former Employees**

Any former employee hired within the 12 months following the effective date of this Collective Agreement will be granted full seniority calculated from their original hire date.

**CIS/ILWU APPENDIX A**

**Re Article 5.03**

**WCB Regulation 3.12 Procedure for refusal**

(1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.

(3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and

(a) ensure that any unsafe condition is remedied without delay, or

(b) if in his or her opinion the report is not valid, must so inform the person who made the report.

(4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of

(a) a worker member of the joint committee,

(b) a worker who is selected by a trade union representing the worker, or

(c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

(5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

**CIS/ILWU                      APPENDIX B**

**RE: Article 8.01**

**Skill/Productivity Differential Draft Criteria**

**March 7, 2007**

Notes: all hourly employees will be measured against 5 standard measures of performance: Safety, Quality of Work, Quantity of Work, Dependability, Initiative, Cooperativeness.

Differentials paid for specific qualifications are not transferable between categories. In other words a Repairer who achieves his ABS certification would not retain the ABS differential should they transfer to Lift Operator. Differentials only apply in the category in which they were granted.

In some categories, it may be possible to achieve the maximum allowable skill differential by having proven skills in only a few areas. For Repairer there are a total of 7 skills representing \$2 of potential differential, but the maximum allowable for that category is \$1.

**Repairer (\$20 - \$24)**

Of the \$4 potential skill/productivity differential, \$1 is for skill (see below) and \$3 is for productivity.

- \$.25 Valid C ticket or better in welding from a BC educational institution
- \$.25 Current ABS welding certification
- \$.25 IICL-5 inspector's certification
- \$.25 Basic lift truck operation
- \$.25 Details Inspector: able to inspect 25 "details" containers per 8 hour shift with maximum of 3 mistakes for the day, using proper IICL coding and following customer's damage criteria and recommended repair methods
- \$.25 has successfully performed all repairs in the standard CIS Materials and Hours (MAH) schedule for steel containers following IICL accepted repair methods plus the following:
  - open tarp repair and cable replacement
  - flat rack pivot mechanism repair
  - flat rack main rail straightening
  - anti rack repair
  - major door straightening
  - door replacement
  - Sill and header replacement
  - "low bridge" repair
- \$.50 has successfully performed  $\frac{3}{4}$  of all repairs in the standard CIS Materials and Hours (MAH) schedule for refrigerate containers following IICL accepted repair methods plus the following:

- alum rail section, minimum 6'
- SS panel section, min area 32 sq ft
- alum side panel section, min area 32 sq ft
- SS side panel section, min area 32 sq ft
- SS interior panel section, min area 32 sq ft
- Alum t-bar floor section, minimum 4 profiles
- Reefer corner post replacement
- Sill and header replacement
- Reefer unit replacement
- Reefer set temp

**Laborer 1 (\$17 - \$19)**

Of the \$2 potential skill/productivity differential, \$1 is for skill (see below) and \$1 is for productivity.

- \$.25 Valid C ticket or better in welding from a BC educational institution
- \$.25 Current ABS welding certification
- \$.25 IICL-5 inspector's certification
- \$.25 Basic lift truck operation
- \$.25 Details Inspector: able to inspect 25 "details" containers per 8 hour shift with maximum of 3 mistakes for the day, using proper IICL coding and following customer's damage criteria and recommended repair methods
- \$.25 has successfully performed  $\frac{3}{4}$  of all repairs in the standard CIS Materials and Hours (MAH) schedule for steel containers following IICL accepted repair methods plus the following:
  - open tarp repair and cable replacement
  - major door straightening
  - door replacement
  - Sill and header replacement
- \$.25 has successfully performed  $\frac{1}{2}$  of all repairs in the standard CIS Materials and Hours (MAH) schedule for refrigerate containers following IICL accepted repair methods plus the following:
  - alum rail section, minimum 6'
  - SS panel section, min area 32 sq ft
  - alum side panel section, min area 32 sq ft
  - SS side panel section, min area 32 sq ft
  - SS interior panel section, min area 32 sq ft
- \$.25 Back up checker: 40 hours of checker experience, can perform role successfully for 3 full consecutive shifts without missing any damage over 3 hours repair time and not more than 2 items of missed damage total, minimum of 100 units checked, uses proper codes

**Laborer 2 (\$15 - \$16.50)**

Of the \$1.50 potential skill/productivity differential, \$.75 is for skill (see below) and \$.75 is for productivity.

- \$.25 Valid C ticket or better in welding from a BC educational institution
- \$.25 Current ABS welding certification
- \$.25 Can perform all of the following:
  - Can perform basic MIG welding repairs on steel panels and rails (section, insert), in normal time, with acceptable undercutting and “globbing”, and no holes
  - Can perform basic straightening using hydraulic straighteners
  - Can perform floor panel section or replacement repairs
  - Can safely and properly operate the small fork trucks (and has passed CIS operator test or has valid WCB approved third party training certificate)
  - Can patch an open top tarp
- \$.25 Back up checker: 40 hours of checker experience, can perform role successfully for 3 full consecutive shifts without missing any damage over 3 hours repair time and not more than 2 items of missed damage total, minimum of 100 units checked, uses proper codes

**Checker/Gate Window (\$15 - \$18)**

Of the \$3 potential skill/productivity differential, \$.75 is for skill (see below) and \$2.25 is for productivity.

For employees primarily employed at Gate Window:

- \$.25 MS Access:
  - Database design and use
  - Export tables
  - Queries
- \$.25 IICL-5 inspector’s certification
- \$.25 Back up checker: 40 hours of checker experience, can perform role successfully for 3 full consecutive shifts without missing any damage over 3 hours repair time and not more than 2 items of missed damage total, minimum of 100 units checked, uses proper codes

For employees primarily employed as Checker:

- \$.25 IICL-5 inspector’s certification
- \$.50 500 hours of IICL repair experience at CIS (Labor 1 or Repairer) with performance at standard

**Lift Operator 1 (\$23 - \$27)**

Of the \$4 potential skill/productivity differential, \$.50 is for skill (see below) and \$3.50 is for productivity.

- \$.25 IICL-5 inspector's certification
- \$.25 Back up checker: 40 hours of checker experience, can perform role successfully for 3 full consecutive shifts without missing any damage over 3 hours repair time and not more than 2 items of missed damage total, minimum of 100 units checked, uses proper codes

Minimum volume requirements include:

- handle gate at 30 trucks per hour volume
- able to stack at rate of 40 containers per hour

**Lift Operator 2 (\$20 - \$23)**

Of the \$3 potential skill/productivity differential, \$.50 is for skill (see below) and \$2.50 is for productivity.

- \$.25 IICL-5 inspector's certification
- \$.25 Back up checker: 40 hours of checker experience, can perform role successfully for 3 full consecutive shifts without missing any damage over 3 hours repair time and not more than 2 items of missed damage total, minimum of 100 units checked, uses proper codes

Minimum volume requirements include:

- handle gate at 20 trucks per hour volume
- able to stack at rate of 30 containers per hour