

INDEX - BLACK BOOK

Document #	Document name	page #
1	Black Book	
2	Apprenticeship Agreement - Local 502	
3	Apprenticeship Agreement - Local 503	
4	Apprenticeship Agreement - Local 504	
5	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	Bulk Operations - Fairview Terminals	
12	Casual Employees Below the "A" Board	
13	Checkers - Ex Local 506 Despatched to New Westminster	
14		
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	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
- 28 Job Arbitrator - Re-appointment
- 29 Job Arbitrator (Alternate)
- Appointment
- 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 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
- 42 Numoor Equipment Ltd.
- 43 Order, Cancellation and
Despatch Times - New Westinster
- 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	Tradesmen - Certified Definition
58	Tradesmen Operating Mobile Equipment
59	Tradesmen 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 - Foremen Returning to Work under Collective Agreement
66	Vacations and Vacation Pay
67	Vancouver Island Understanding - Chemainus - Local 508
68	Vancouver Island Understanding - Port Alberni - Local 503
69	Vancouver Island Understanding - Victoria - Local 504
70	Vancouver Port Corporation - Maintenance Staff
71	Vanterm - Elimination of Demarcation Line
72	Years of Service
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	Night Shift Despatch - Local 502
78	Night Shift Despatch - Local 500
79	Bulk Terminal Loading Operations to Deepsea Vessels when using Tents
80	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	Article 11 - Vacations with Pay
86	

April 3, 1997

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 Longshoremen's and Warehousemen's Union - Canadian Area dated March 29, 1990, 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 April 29, 1992, 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.

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

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

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

Vancouver, B.C.
April 29, 1992

#2 Joint Industry Labour Relations Committee

Re: Apprenticeship Agreement between British
Columbia Maritime Employers Association
and International Longshoremen's and
Warehousemen's Union - Local 502

The Joint Industry Labour Relations Committee hereby
approves for implementation the attached agreement with
respect to Apprenticeship in the New Westminster Local Area.

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

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

Ref. May 16, 1991

Vancouver, B.C.
April 29, 1992

This agreement dated the 20th day of March 1991.

Between

British Columbia Maritime Employers Association

and

International Longshoremen's and Warehousemen's Union - Local 502

Re: Apprenticeship

The parties understand that the industry is in the process of developing a comprehensive Apprenticeship Program that will cover all areas within British Columbia.

Furthermore, the parties are desirous of entering into an agreement to employ one or more apprentices in the intervening period.

To that end the parties agree as follows:

1. There shall be established a New Westminster Apprenticeship Committee comprised of one representative of the ILWU - Local 502 and one representative of the BCMEA.
2. The New Westminster Apprenticeship Committee shall implement an Apprenticeship Training Program and for that purpose this agreement shall supercede Black Book documents #35 and #44. 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 Apprenticeship and Training Development 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 New Westminster Apprenticeship Committee for entry into the Apprenticeship Program. Such applicants will be required to meet all Provincial Apprenticeship Branch prerequisites for and write the Provincial trades qualification (T.Q.) examination.
- c) Incumbent non-certified tradesperson(s) successfully passing such trades qualification examination, and upon proof of certification by the Provincial Apprenticeship Branch, will be considered as a certified journeyman tradesperson.
- d) Incumbent non-certified tradesperson(s) failing to pass the trades qualification (T.Q.) examination referred to in two (2) 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 New Westminster Apprenticeship Committee and the Provincial Apprenticeship Branch. 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 New Westminster Apprenticeship Committee. 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 New Westminster 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 (i.e. 4 weeks per year) they will be paid a weekly rate of pay consistent with their entitlement as per schedule "A" attached hereto less any applicable Government grants, 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 New Westminster 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 New Westminster 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 New Westminster Apprenticeship Committee, for the purpose of upgrading their trade skills to certified journeyman tradesperson status will be reimbursed for the costs of tuition and/or necessary books upon successful completion of the course.
- m) Certified journeyman tradesperson(s) undertaking night school or other classes preauthorized by the New Westminster 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) The New Westminster Apprenticeship Committee shall be empowered to establish ratios of apprentices to journeymen to be applicable during the practical portion of the employee's apprenticeship.

Respectfully submitted to the Joint Industry Labour Relations Committee with a joint recommendation of immediate ratification.

March 20, 1991

Date

ILWU

BCMEA

APPRENTICESHIP RATES

Percentage of the Certified Tradespersons Rate

(I.E. Industry base rate plus certified tradespersons skill differential)

0 - 6 months	60%
6 - 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, Pre-Apprenticeship Training or Trac 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 Provincial Apprenticeship Branch.

Additional Duties and Powers of the Committee

1. To assist in identifying and advising tradesperson(s) in the industry.
2. To help establish and oversee on-site training programs to support the training skill profile as developed by the B.C. Apprenticeship and Training Branch.
3. To set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the B.C. Apprenticeship and Training Branch.
4. To screen applicants for apprenticeship and to select the most qualified applicants to be indentured.
5. To carry out periodic reviews of the training programs, in order to determine the quality and quantity of experience on the job which the apprentices must have and to ensure that the apprentices receive such experience.
6. To review tests for determining the apprentices' progress.
7. To ensure that a record of each apprentice is maintained showing his related schooling, work experience, and progress in learning the trade; to ensure that information is gathered from work site reports on the apprentice's aptitude and progress for that apprentice's formal report.
8. To review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an apprentice meets the requirements of time served.
9. To produce periodic reports covering the work of the Committee.
10. To establish and direct an ongoing program of upgrading for certified tradesperson(s).

ADDENDUM TO NEW WESTMINSTER Apprenticeship Agreement

Further to the Generic Industry Apprenticeship Document, the New Westminster Apprenticeship Committee has discussed and agreed that the following addendum be included with this Agreement:

A) **Preservation of Current Shop Work Force**

It is understood that, in the event the Company must lay mechanics off, they will not reduce below the number of seven (7) R.W.F. mechanics prior to the Joint New Westminster Apprenticeship Committee deciding with respect to the continuation of the Apprenticeship of any apprentice within the program.

B) **Tool Allowance**

A new apprentice, upon being indentured, shall be entitled to a one time payment of \$300.00 paid for by the Industry as a tool allowance to assist in his obtaining the required tools for his trade.

C) **Service Under the BCMEA/ILWU Collective Agreement**

In respect of item (k) on the Apprenticeship document, it is clarified that such service must be under the BCMEA/ILWU Collective Agreement.

As agreed and respectfully submitted to the Joint Industry Labour Relations Committee as an addendum to the New Westminster Apprenticeship Agreement.

I.L.W.U.

B.C.M.E.A.

Jim Hoskins

Mike Hall

Brian Ringrose

Dave Whittaker

Date April 23, 1991

* This document clarifies and supercedes the earlier document dated March 20, 1991.

#3 Joint Industry Labour Relations Committee

Re: Apprenticeship Agreement between
British Columbia Maritime Employers Association and
International Longshoremen's and Warehousemen's Union
– Local 503

The Joint Industry Labour Relations Committee hereby approves the attached agreement with respect to Apprenticeship in the Port Alberni Local area.

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

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

attch:

Ref. November 23, 1989

Vancouver, B.C.
April 29, 1992

This agreement dated the 20th day of November 1989.

Between

British Columbia Maritime Employers Association

and

International Longshoremen's and Warehousemen's Union - Local 503

Re: Apprenticeship

The parties understand that the industry is in the process of developing a comprehensive Apprenticeship Program that will cover all areas within British Columbia.

Furthermore, the parties are desirous of entering into an agreement to employ one or more apprentices in the intervening period.

To that end the parties agree as follows:

1. There shall be established a Port Alberni Apprenticeship Committee comprised of one representative of the ILWU - Local 503 and one representative of the BCMEA.
2. The Port Alberni Apprenticeship Committee shall implement an Apprenticeship Training Program and for that purpose this agreement shall supercede Black Book documents #35 and #44. 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 Apprenticeship and Training Development 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 Port Alberni Apprenticeship Committee for entry into the Apprenticeship Program. Such applicants will be required to meet all Provincial Apprenticeship Branch prerequisites for and write the Provincial trades qualification (T.Q.) examination.
- c) Incumbent non-certified tradesperson(s) successfully passing such trades qualification examination, and upon proof of certification by the Provincial Apprenticeship Branch, will be considered as a certified journeyman tradesperson.
- d) Incumbent non-certified tradesperson(s) failing to pass the trades qualification (T.Q.) examination referred to in two (2) 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 Port Alberni Apprenticeship Committee and the Provincial Apprenticeship Branch. 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 Port Alberni Apprenticeship Committee. 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 Port Alberni 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 (i.e. 4 weeks per year) they will be paid a weekly rate of pay consistent with their entitlement as per schedule "A" attached hereto less any applicable Government grants, 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 Port Alberni 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 Port Alberni 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 Port Alberni Apprenticeship Committee, for the purpose of upgrading their trade skills to certified journeyman tradesperson status will be reimbursed for the costs of tuition and/or necessary books upon successful completion of the course.
- m) Certified journeyman tradesperson(s) undertaking night school or other classes preauthorized by the Port Alberni 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) The Port Alberni Apprenticeship Committee shall be empowered to establish ratios of apprentices to journeymen to be applicable during the practical portion of the employee's apprenticeship.

Respectfully submitted to the Joint Industry Labour Relations Committee with a joint recommendation of immediate ratification.

November 20, 1989

Date

ILWU

BCMEA

APPRENTICESHIP RATES**Percentage of the Certified Tradespersons Rate***(I.E. Industry base rate plus certified tradespersons skill differential)*

0 - 6 months	60%
6 - 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, Pre-Apprenticeship Training or Trac 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 Provincial Apprenticeship Branch.

Additional Duties and Powers of the Committee

1. To assist in identifying and advising tradesperson(s) in the industry.
2. To help establish and oversee on-site training programs to support the training skill profile as developed by the B.C. Apprenticeship and Training Branch.
3. To set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the B.C. Apprenticeship and Training Branch.
4. To screen applicants for apprenticeship and to select the most qualified applicants to be indentured.
5. To carry out periodic reviews of the training programs, in order to determine the quality and quantity of experience on the job which the apprentices must have and to ensure that the apprentices receive such experience.
6. To review tests for determining the apprentices' progress.
7. To ensure that a record of each apprentice is maintained showing his related schooling, work experience, and progress in learning the trade; to ensure that information is gathered from work site reports on the apprentice's aptitude and progress for that apprentice's formal report.
8. To review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an apprentice meets the requirements of time served.
9. To produce periodic reports covering the work of the Committee.
10. To establish and direct an ongoing program of upgrading for certified tradesperson(s).

Joint Industry Labour Relations Committee #4

Re: Apprenticeship Agreement between
British Columbia Maritime Employers Association and
International Longshoremen's and Warehousemen's Union
- Local 505

The Joint Industry Labour Relations Committee hereby
approves the attached agreement with respect to Apprenticeship
in the Prince Rupert area.

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

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

attch:

Ref. August. 23, 1989

Vancouver, B.C.
April 29, 1992

This agreement dated the 27th day of July 1989.

Between

British Columbia Maritime Employers Association

and

International Longshoremen's and Warehousemen's Union - Local 505

Re: Apprenticeship

The parties understand that the industry is in the process of developing a comprehensive Apprenticeship Program that will cover all areas within British Columbia.

Furthermore, the parties are desirous of entering into an agreement to employ one or more apprentices in the intervening period.

To that end the parties agree as follows:

1. There shall be established a Prince Rupert Apprenticeship Committee comprised of one representative of the ILWU - Local 505 and one representative of the BCMEA.
2. The Prince Rupert Apprenticeship Committee shall implement an Apprenticeship Training Program and for that purpose this agreement shall supercede Black Book documents #35 and #44. 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 Apprenticeship and Training Development 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 Prince Rupert Apprenticeship Committee for entry into the Apprenticeship Program. Such applicants will be required to meet all Provincial Apprenticeship Branch prerequisites for and write the Provincial trades qualification (T.Q.) examination.
- c) Incumbent non-certified tradesperson(s) successfully passing such trades qualification examination, and upon proof of certification by the Provincial Apprenticeship Branch, will be considered as a certified journeyman tradesperson.
- d) Incumbent non-certified tradesperson(s) failing to pass the trades qualification (T.Q.) examination referred to in two (2) 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 Prince Rupert Apprenticeship Committee and the Provincial Apprenticeship Branch. 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 Prince Rupert Apprenticeship Committee. 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 Prince Rupert 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 (i.e. 4 weeks per year) they will be paid a weekly rate of pay consistent with their entitlement as per schedule "A" attached hereto less any applicable Government grants, 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 Prince Rupert 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 Prince Rupert 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 Prince Rupert Apprenticeship Committee, for the purpose of upgrading their trade skills to certified journeyman tradesperson status will be reimbursed for the costs of tuition and/or necessary books upon successful completion of the course.
- m) Certified journeyman tradesperson(s) undertaking night school or other classes preauthorized by the Prince Rupert 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) The Prince Rupert Apprenticeship Committee shall be empowered to establish ratios of apprentices to journeymen to be applicable during the practical portion of the employee's apprenticeship.

Respectfully submitted to the Joint Industry Labour Relations Committee with a joint recommendation of immediate ratification.

July 27, 1989

Date

ILWU

BCMEA

**SCHEDULE “A”
APPRENTICESHIP RATES**

Percentage of the Certified Tradespersons Rate

(I.E. Industry base rate plus certified tradespersons skill differential)

0 - 6 months	60%
6 - 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, Pre-Apprenticeship Training or Trac will receive a credit for 6 months for the purposes of schedule “A” providing that the candidate provides written verification confirming successful completion of such training from the Provincial Apprenticeship Branch.

Additional Duties and Powers of the Committee

1. To assist in identifying and advising tradesperson(s) in the industry.
2. To help establish and oversee on-site training programs to support the training skill profile as developed by the B.C. Apprenticeship and Training Branch.
3. To set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the B.C. Apprenticeship and Training Branch.
4. To screen applicants for apprenticeship and to select the most qualified applicants to be indentured.
5. To carry out periodic reviews of the training programs, in order to determine the quality and quantity of experience on the job which the apprentices must have and to ensure that the apprentices receive such experience.
6. To review tests for determining the apprentices' progress.
7. To ensure that a record of each apprentice is maintained showing his related schooling, work experience, and progress in learning the trade; to ensure that information is gathered from work site reports on the apprentice's aptitude and progress for that apprentice's formal report.
8. To review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an apprentice meets the requirements of time served.
9. To produce periodic reports covering the work of the Committee.
10. To establish and direct an ongoing program of upgrading for certified tradesperson(s).

#5 Joint Industry Labour Relations Committee

Re Apprenticeship Agreement between
British Columbia Maritime Employers Association and
International Longshoremen's and Warehousemen's Union
- Local 508

The Joint Industry Labour Relations Committee hereby
approves the attached agreement with respect to Apprenticeship
in the Chemainus Local area.

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

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

attch:

Ref. November 9, 1989

Vancouver, B.C.
April 29, 1992

This agreement dated the 1st day of November 1989.

Between

British Columbia Maritime Employers Association

and

International Longshoremen's and Warehousemen's Union - Local 508

Re: Apprenticeship

The parties understand that the industry is in the process of developing a comprehensive Apprenticeship Program that will cover all areas within British Columbia.

Furthermore, the parties are desirous of entering into an agreement to employ one or more apprentices in the intervening period.

To that end the parties agree as follows:

1. There shall be established a Chemainus Apprenticeship Committee comprised of one representative of the ILWU - Local 508 and one representative of the BCMEA.
2. The Chemainus Apprenticeship Committee shall implement an Apprenticeship Training Program and for that purpose this agreement shall supercede Black Book documents #35 and #44. 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 Apprenticeship and Training Development 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 Chemainus Apprenticeship Committee for entry into the Apprenticeship Program. Such applicants will be required to meet all Provincial Apprenticeship Branch prerequisites for and write the Provincial trades qualification (T.Q.) examination.
- c) Incumbent non-certified tradesperson(s) successfully passing such trades qualification examination, and upon proof of certification by the Provincial Apprenticeship Branch, will be considered as a certified journeyman tradesperson.
- d) Incumbent non-certified tradesperson(s) failing to pass the trades qualification (T.Q.) examination referred to in two (2) 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 Chemainus Apprenticeship Committee and the Provincial Apprenticeship Branch. 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 Chemainus Apprenticeship Committee. 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 Chemainus 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 (i.e. 4 weeks per year) they will be paid a weekly rate of pay consistent with their entitlement as per schedule “A” attached hereto less any applicable Government grants, 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 Chemainus 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 Chemainus 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 Chemainus Apprenticeship Committee, for the purpose of upgrading their trade skills to certified journeyman tradesperson status will be reimbursed for the costs of tuition and/or necessary books upon successful completion of the course.
- m) Certified journeyman tradesperson(s) undertaking night school or other classes preauthorized by the Chemainus 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) The Chemainus Apprenticeship Committee shall be empowered to establish ratios of apprentices to journeymen to be applicable during the practical portion of the employee's apprenticeship.

Respectfully submitted to the Joint Industry Labour Relations Committee with a joint recommendation of immediate ratification.

November 1, 1989

Date

ILWU

BCMEA

APPRENTICESHIP RATES

Percentage of the Certified Tradespersons Rate

(I.E. Industry base rate plus certified tradespersons skill differential)

0 - 6 months	60%
6 - 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, Pre-Apprenticeship Training or Trac 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 Provincial Apprenticeship Branch.

Additional Duties and Powers of the Committee

1. To assist in identifying and advising tradesperson(s) in the industry.
2. To help establish and oversee on-site training programs to support the training skill profile as developed by the B.C. Apprenticeship and Training Branch.
3. To set standards for entry into the Apprenticeship Program that are not inconsistent with the standards recommended by the B.C. Apprenticeship and Training Branch.
4. To screen applicants for apprenticeship and to select the most qualified applicants to be indentured.
5. To carry out periodic reviews of the training programs, in order to determine the quality and quantity of experience on the job which the apprentices must have and to ensure that the apprentices receive such experience.
6. To review tests for determining the apprentices' progress.
7. To ensure that a record of each apprentice is maintained showing his related schooling, work experience, and progress in learning the trade; to ensure that information is gathered from work site reports on the apprentice's aptitude and progress for that apprentice's formal report.
8. To review any case of lost time from the Program because of sickness, accident, etc. and to determine the amount of additional time necessary before an apprentice meets the requirements of time served.
9. To produce periodic reports covering the work of the Committee.
10. To establish and direct an ongoing program of upgrading for certified tradesperson(s).

Joint Industry Labour Relations Committee #6

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 longshoremen 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 Longshoremen's and Warehousemen's Union - Canadian Area in all dock and/or stevedoring operations controlled by the company in ports of British Columbia, including Stewart, B.C.
2. The Supplementary Unemployment Benefit Programme set forth in Appendix "A" of the Collective Agreement shall not be applicable to the members of the Stewart, B.C., ILWU Local.

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

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

Ref. June 13, 1978, July 18, 1978, November 4, 1980

Vancouver, B.C.
April 29, 1992

#7 Joint Industry Labour Relations Committee

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 85% 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. (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. The definition in Part III Bereavement Leave of the Canada Labour Code of "immediate family" shall apply. In addition, qualified individuals will be entitled to Bereavement Leave in the event of the death of a Grandparent(s).
3. Those who qualify for Bereavement Leave shall be entitled to a payment of 3 days x 8 hours x the straight time hourly rate.
4. A completed Bereavement Leave form (copy of which is attached hereto) must accompany all applications for payment, accompanied by relevant documentation (preferably Death Certificate).
5. The procedure and formula for payment set forth above will apply to Regular Work Force employees as well as daily despatched employees.
6. All claims must be submitted within 120 days of the date of death in order to be eligible for payment.

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

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

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

Vancouver, B.C.
May 2000

BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION
 400 - 349 Railway Street Vancouver, BC V6A 1A4
 Fax Number (604) 688-9570 * Telephone Number (604) 689-7184

Bereavement Leave Application

Name _____ Work number _____

Address _____ Phone number _____

_____ Postal Code _____

Name of deceased _____ Date of death _____

Relationship of deceased: **(Please attach evidence of relationship)**

Spouse Parent Brother Sister Child

Mother in law Father in law Other **

** Relative living with you (give details)

** Foreign documents (translated)

Date _____ Signed _____

-

For administrative use only

Month	Local hours	85%	Worked	Other hours	Total
Total					
Average					

Qualified Yes No

Evidence of death _____

Evidence of relationship _____

Payment _____

Payment authorized _____ Date _____

Joint Industry Labour Relations Committee #8

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - Union Representatives
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 Man

- (a) Perform all appropriate duties on topside.
- (b) Look after gear, rigging and covering and uncovering of all decks.
- (c) Act as siderunner, 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 Man

- (a) Perform all appropriate duties below decks and on the dock.
- (b) Assist Specialty Man 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

Joint Industry Labour Relations Committee #9

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) Manning 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. Manning - 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
 Chairman - Association Representatives
 Joint Industry Labour Relations Committee

G.S.C. Westrand
 Chairman - 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

Joint Industry Labour Relations Committee #10

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 tradesmen, 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. Manning - as per the Collective Agreement, i.e. all the men necessary, no unnecessary men.
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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

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

Ref. March 26, 1984

Vancouver, B.C.
April 29, 1992

#10A Joint Industry Labour Relations Committee

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - Union Representatives
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

#10A

December 2, 1991

Mr. D. Allan
President
International Longshoremen's
& Warehousemen's Union -
Local 500
#100 - 111 Victoria Dr.
Vancouver, B.C.
V5L 4C4

Mr. G. Westrand
President
International Longshoremen's
& Warehousemen's 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 manning for the bulk liquid facility is agreed upon as follows:

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

- B. Vessel loading simultaneously with railcar unloading:
2 operators in addition to the required manning set forth in item A (above).
- C. Vessel loading with no railcar unloading taking place:
4 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 500

Joint Industry Labour Relations Committee #11

Re: Bulk Operations - Fairview Terminals

The Joint Industry Labour Relations Committee agrees that the attached Memoranda of Agreement (2) relative to the above-cited operations dated March 7, 1979, and December 6, 1979, are hereby agreed upon and included in the "Black Book".

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

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

attch:

Ref. January 22, 1980, November 4, 1980

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) 684-2397

March 7, 1979

Mr. F. Kennedy
Secretary Treasurer
ILWU - Canadian Area
2681 E. Hastings St.
Vancouver, B.C.
V5K 1Z5

Dear Sir,

Re: New Operation - Fairview Terminal, Prince Rupert Sulphur and
Proposed Bulk Grain Products, Pellets and Seed Handling
Facility

This will confirm our agreement relative to the above matter at a joint meeting in Prince Rupert on March 2, 1979.

The sulphur and the proposed grain handling operations will be considered as single, continuous operations and employees, whether on the Regular Work Force or otherwise despatched to the Company, shall perform work as required on the ship or dock, or in a combination of ship work and dock work, without any lines of demarcation, and may be assigned to any work, anywhere within the operation to which they are despatched. For the purpose of this agreement, the "operation to which they are despatched" is either the sulphur operation or the bulk grain products, pellets and seed handling operation above-cited.

Also agreed upon is full flexibility of movement of employees between maintenance work and production work and vice versa, and between rated work and unrated work and vice versa.

It was further agreed that the steam engineer (4th class stationary), who is required for the sulphur operation, will act as maintenance man and generally monitor the entire sulphur operation.

All employees on the job will relieve each other as may be required in order to facilitate a continuous operation.

The parties will meet and finalize the matter of manning in four months time.

Kindly indicate your agreement with the foregoing by signing both copies of this letter, returning one to the writer and retaining one for your files.

Yours truly,

M. H. Cahan
Agreement Administrator

F. Kennedy
ILWU - Canadian Area

**B.C. Maritime Employers Assn.
45 Dunlevy Avenue
Vancouver, B.C.**

December 6, 1979

Mr. F. Kennedy
Secretary Treasurer
I.L.W.U. Canadian Area
2681 E. Hastings St.
Vancouver, B.C.
V5K 1Z5

Dear Sir

Memorandum of Agreement
Re: Sulphur Operation - Fairview Terminal, Prince Rupert

This will confirm our agreement relative to the above matter at a joint meeting in Prince Rupert on December 6, 1979.

Agreed upon manning is as follows:

- a) Pelletizing Operation to Stockpile:-
 - 1 - Steam Engineer (appropriately certified)
 - 1 - Man
- b) Loading Operation to Vessel:-
 - 3 - Front End Loader Operators (with 2 machines)
 - 1 - Shiploader Operator/Buttonman
 - 1 - Man
- c) General Maintenance of all Bulk Facilities:-
 - 1 - General Maintenance Man who, in addition to working on the sulphur operation, will perform maintenance work as required on any and all Bulk Facilities on Fairview Terminal.

It is agreed that the General Maintenance Man/Men despatched will have appropriate maintenance skills and be capable of performing general maintenance work.

It is further agreed that this Memorandum of Agreement together with the memorandum of agreement dated March 7, 1979 and entitled - New Operation - Fairview Terminal, Prince Rupert Sulphur and Proposed Bulk Grain Products, Pellets and Seed Handling Facility - will immediately be jointly referred to the Joint Industry Labour Relations Committee with a joint recommendation of ratification for inclusion in the "Black Book".

Kindly indicate your agreement with the foregoing by signing both copies of this letter, returning one to the writer and retaining one for your files.

Yours truly,

M.H. Cahan
Agreement Administrator

Agreed

F. Kennedy
I.L.W.U. Canadian Area

Joint Industry Labour Relations Committee #12

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

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

Ref: June 24, 1988

Vancouver, B.C.
April 29, 1992

#13 Joint Industry Labour Relations Committee

Re: Checkers - Ex Local 506 Despatched to New Westminster

Respecting the above matter, this will confirm our agreement as follows:

The above-cited Checkers will be paid a full shift guarantee, except as provided for in Article 21, Section 21.02(7) of the Collective Agreement, when despatched to New Westminster subject to the following conditions:

- They phone the Vancouver Despatch Office prior to 07:15 each morning during busy periods when required to do so by the Checkers' Despatcher, to check that gang orders and, therefore, his orders are confirmed.
- They notify the Vancouver Despatch Office immediately, on all occasions where they have been despatched and find themselves without employment upon arrival.

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

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

Ref. November 8, 1982

Vancouver, B.C.
April 29, 1992

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 signalman as required and 1 man - 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 outpost 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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 men necessary and no unnecessary men 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 longshoremen have been ordered for the job at the time of arrival or departure of the vessel.

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

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

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

Ref. March 20, 1984

Vancouver, B.C.
April 29, 1992

#19 Joint Industry Labour Relations Committee

Re: MEMORANDUM OF AGREEMENT dated October 2, 1991
between British Columbia Maritime Employers
Association and International Longshoremen's
and Warehousemen's Union - Canadian Area

The Joint Industry Labour Relations Committee hereby agrees that the Memorandum of Agreement dated October 2, 1991, having been ratified by the respective Parties, is included in the Black Book and forms part of the Collective Agreement.

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

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

Vancouver, B.C.
April 29, 1992

MEMORANDUM OF AGREEMENT

Dated this 2nd day of October, 1991

BETWEEN

The British Columbia Maritime Employers Association
(hereinafter called the Association).

AND

The International Longshoremen's and Warehousemen's
Union - Canadian Area (hereinafter called the Union).

The Parties, subject to ratification by their respective memberships, hereby agree to amend the Collective Agreement made the 29th day of March, 1990, and effective for the period January 1, 1989 - December 31, 1991, as follows:

1. Amend the Waterfront Industry Pension Agreement as follows

Contributions

Effective January 1, 1992, the Association shall pay into the fund at the rate of 7% of earnings with a minimum of \$10,000,000.00 per annum. Such amount will be reduced on a pro rata basis for any period during which there is a strike, stoppage of work, cessation of work, refusal to work or to continue to work, and in addition;

Effective January 1, 1992, to and including June 30, 1992

- to pay into the fund at the rate of \$1.05 per man hour worked

Effective July 1, 1992

- to pay into the fund at the rate of \$1.15 per man hour worked.

2. Amend the Welfare Agreement as follows:

Contributions

The Association shall contribute as follows:

Add (iv) From January 1, 1992, to December 31, 1992, inclusive \$1.40 per Union and Welfare Paying Casual man hour.

3. Amend the Duration - Notices Clause to read:

DURATION - NOTICES

DURATION

This Agreement shall be effective from January 1, 1989, and shall remain in force and effect until December 31, 1992, and from year to year thereafter unless either Party gives notice in writing to the other Party not less than ninety (90) days prior to December 31, 1992, or December 31 in any subsequent year, to terminate or to renew this Agreement or to negotiate a renewal thereof.

If notice of renewal or revision is given by either Party, the other Party agrees to meet within fifteen (15) days after receipt of such notice for the purpose of negotiations.

For International Longshoremen's
and Warehousemen's Union -
Canadian Area

For British Columbia
Maritime Employers
Association

Joint Industry Labour Relations Committee #20

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 retarded 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 retarded 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.

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

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

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

Vancouver, B.C.
April 29, 1992

#21 Joint Industry Labour Relations Committee

Re: Discipline - BCMEA or WEBC Premises

The Joint Industry Labour Relations Committee agrees that Article 4, "Discipline", including 4.10, "Automatic Penalties", 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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

Joint Industry Labour Relations Committee #22

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 longshoremen 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 longshoremen 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, longshoremen 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 longshoremen. 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 longshoremen 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 longshoremen as provided for in the Collective Agreement.

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

G.S.C. Westrand
Chairman - 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

#23 Joint Industry Labour Relations Committee

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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

Joint Industry Labour Relations Committee #24

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 50/50 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.

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

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

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

Vancouver, B.C.
April 29, 1992

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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 Longshoremen's and Warehousemen's 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 Longshoremen's and
Warehousemen's Union - Canadian Area

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

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

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

Vancouver, B.C.

Joint Industry Labour Relations Committee #25

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

Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand

Chairman - 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

#26 Joint Industry Labour Relations Committee

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

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

Ref. November 22, 1990

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #27

Dear Sir,

The British Columbia Maritime Employers Association and the International Longshoremen's and Warehousemen's 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,

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

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

attch:

Vancouver, B.C.
April 29, 1992

#28 Joint Industry Labour Relations Committee

Mr. R.S. Keras,
6728 London Drive,
Delta, B.C.
V4K 4W7

Dear Mr. Keras,

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 29, 1990, and in light of conversations with you, you are hereby appointed as Job Arbitrator, by the Parties to said Collective Agreement effective February 1, 1993.

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 \$3,315. 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,

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

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

R.S. Keras

Vancouver, B.C.
February 1, 1993

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 spokesman 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 himself 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; layman'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 is directed to rule strictly in accordance with these sections.

Vancouver, B.C.
March 25, 1980

#29 Joint Industry Labour Relations Committee

Mr. Rory K. McDonald,
1400 - 1030 West Georgia Street,
Vancouver, B.C.
V6E 2Y3

Dear Mr. McDonald,

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, 1994, and in light of conversation with you, you are hereby appointed as Alternate Job Arbitrator by the Parties to said Collective Agreement effective March 29, 1995.

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".

Your remuneration will be at the rate of \$200.00 per month, which is considered a professional monthly retainer. Additionally, it is required that you act as Job Arbitrator when the Job Arbitrator is on vacation, which will be one month per annum, and you will be paid \$3,315. for such vacation period.

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,

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

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

Rory K. McDonald

Vancouver, B.C.
March 13, 1995

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 spokesman 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 himself 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; layman'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 is directed to rule strictly in accordance with these sections.

Vancouver, B.C.
March 25, 1980

#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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

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

Ref. May 15, 1987

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee

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

Dear Sirs,

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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 Foreman, 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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 85% 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. (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. Payment will only be made for days actively engaged in Supreme Court Jury Duty.
3. 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.
4. Payment will be made upon receipt of an application form (copy of which is attached hereto) accompanied by an official Jury Duty Form.

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

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

Ref. March 25, 1980, November 4, 1980

Vancouver, B.C.
April 29, 1992

BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION

400 - 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	85%	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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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)

#35 Joint Industry Labour Relations Committee

Re: Lockermen - Canadian Stevedoring Company,
Vancouver Island only

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

1. The following four (4) employees are covered by this document:

R. Hamilton

J. McDonald

J.D. Mitchell

W. Paitson

Such employees form part of the Company's current Regular Work Force in accordance with Article 21, section 21.03 of the Collective Agreement.

2. Practices existing prior to implementation of this Memorandum of Understanding respecting:
 - a) working practices
 - b) starting times
 - c) shift extensions
 - d) minimum call-outs

shall be continued and the Employer shall continue to have full flexibility in this respect; and employees covered by this Memorandum of Understanding may be worked anywhere in British Columbia, as required by the Employer.

3. Employees covered by this Memorandum of Understanding will work on any day of the year, at any hour of the day, as required by the Employer.

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

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

February 9, 1973

Vancouver, B.C.
April 29, 1992

#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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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 holdman will be added to the gang.

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

G.S.C. Westrand
Chairman - 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, Kultus Cove, Port Alice and New Operations similarly located, and covered by 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. Amendments to the Collective Agreement and changes to past practices are specifically stated in this Memorandum as follows:

1. Mainland gang sizes despatched from Port Alberni:
Bulk or Log Carrier Type Vessels
 - 6 man registered gangs (as per Collective Agreement)
 - extra boommen as required by the employer
 - first aid attendant 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 - 16 hours at regular straight time rates of pay to all areas covered by this Memorandum including travel by road, by ferry, by crew bus or by any other mode of transportation. No travelling time payable between living accommodation and job site (includes travel by ferry, crew bus or other mode of transportation).
4. 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 the 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 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 one and one-half hours flexibility in starting and finishing times with 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) at their option.
5. Maximum return fare allowances to be \$70 per employee to and from all outport areas covered.
 6. All employees to be provided with room and board with two employees sharing each room.
 7. When daylight hours permit, loading operations may be extended to a maximum of twelve hours, at the option of the employer, with no three hour minimum payment as provided for in Article 21, Section 21.04.
 8. Employees will work up to a maximum four hour shift extension, at the option of the employer, on a finishing vessel. This means and must be interpreted to mean that loading operations will cease at dark irrespective of the time (either before or during such extension) and lashing and catwalk work will be carried out immediately following the completion of loading operations up to the end of the maximum four hour shift extension.

9. Employees will travel as required by the employer on any working day including Sundays and recognized holidays irrespective of work opportunity in Port Alberni on such days.
10. No work will be performed on December 24 or December 31, however employees will be required to travel to Port Alberni on those days.
11. During periods of high usage of Port Alberni employees at outport operations and where 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.
12. If any differences 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.

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

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

Ref. August 9, 1988

Vancouver, B.C.
April 29, 1992

#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 Longshoremen's and Warehousemen's 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 Longshoremen's and Warehousemen's Union - Canadian Area Collective Agreement.

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

G.S.C. Westrand
Chairman - 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
 Chairman - Association Representatives
 Joint Industry Labour Relations Committee

G.S.C. Westrand
 Chairman - 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 manning 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 tradesmen as 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 Longshoremen's and Warehousemen's 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 Linesman will be despatched as part of each lines crew. The Head Linesman 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.
- 3:00 p.m. or 3:15 p.m. - On the day - all other Vancouver gangs and additional employees.
- 3:00 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chairman - 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 20, 1996

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.

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.

#41A Joint Industry Labour Relations Committee

Re: Longshore Operations Squamish/Woodfibre Area

The Joint Industry Labour relations Committee agrees that the attached "ADDENDUM PRO TEM" dated December 23, 1998 concerning the above-cited operations will be attached to the Black Book document #41 and will become effective from January 1, 1999 and end June 30, 1999 subject to mutual agreement on renewal provisions.

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

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

Vancouver, B.C.
January 18, 1999

ADDENDUM PRO TEM

Re: Black Book Document #41

Re: Longshoring Operations Squamish/Woodfibre Area

In view of the depressed work opportunity in the Port of Vancouver, including the Squamish/Woodfibre area, the following is agreed to for a term certain of 6 months commencing January 1, 1999 and ending June 30, 1999, and may be renewable by mutual agreement for 3 month periods thereafter.

1. The Squamish Complement proper may be allowed to drop from 56 to a minimum level of 48 active members.
2. This (48 member) level shall be maintained at all times for the life of this addendum.
3. All vacancies shall remain posted until they are filled by Union members. That notwithstanding such vacancies shall be immediately and temporarily filled by an "up to 28 day" casual who shall be despatched to that position and remain there until it is filled by a Union member.
4. Should the 28 day period expire prior to the position being filled by a Union member, the next senior eligible casual shall be assigned the position.
5. The order of pick for the filling of temporary positions by 28 day casuals shall be as follows:
 - Squamish "A" Board
 - Vancouver "A" Board
 - Squamish "B" Board
 - Vancouver "B" Board and lower
6. The Squamish "A" Board shall be maintained at a minimum level of 15 active casuals.

7. When the Squamish "A" Board is reduced below 15 as a result of such casuals having taken "28 day jobs", Squamish "B" Board casuals shall be moved up to the "A" Board on a temporary basis. "B" Board casuals moved up to the "A" Board shall not be eligible to take "28 day jobs" out of rotation, as set forth in item #5 above, as a result of being moved up and shall be returned to the "B" Board when the "A" Board casuals return to the "A" Board.
8. All other conditions of Black Book Document #41 shall remain unchanged.
9. Unless otherwise agreed, upon the expiry of this addendum the parties will immediately revert to the terms and conditions of Black Book Document #41.

Respectfully submitted to the Joint Industry Labour Relations Committee for immediate ratification and inclusion in the Black Book.

Agreed

 For ILWU/Local 500
 Mr. R. Rondpre

Dec. 23, 1998
 Date

 For BCMEA
 Mr. J. Genest

Dec. 23, 1998
 Date

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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 Longshoremen's and
Warehousemen's 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 longshoremen 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chairman - 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

<p>Time of Shift Start</p>	<p>12:00 midnight, 1:00 a.m., 7:00 a.m. and 8:00 a.m.</p>
<p>Order/Cancellation</p>	<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>
<p>Despatch</p>	<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.

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

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

Ref. March 31, 1994

Vancouver, B.C.
May 2000

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

DEEPESEA 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 7:00 a.m. On Day	REGISTERED GANGS 1:00 p.m. On Day - Telephone Tape All other Deepsea Shipwork & Dock labour - Vancouver 3:15 p.m. On Day All other Deepsea Shipwork & Dock labour - Squamish/Woodfibre 3:00 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 7:00 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 DEEPEA VESSEL(S) AND REGULAR WORK FORCE)

*Time of Shift Start	1:00 a.m.	8:00 a.m.	4:30 p.m.
Order/Cancellation	3:15 p.m. Previous Day	Squamish/ Woodfibre 5:45 p.m. Previous Day	Vancouver & Additional Employees Squamish/ Woodfibre 6:45 a.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	Squamish/ Woodfibre 3:00 p.m. ** On Day
			Vancouver 3:15 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 7:00 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.	1:00 p.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	6:45 a.m. On Day	11:50 a.m. On Day	3:15 p.m. On Day	3:15 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	7:00 a.m. On Day	11:50 a.m. On Day	3:15 p.m. On Day	3:15 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 7:00 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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 Additional 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.

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

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

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

Vancouver, B.C.
May 2000

**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 Sunday	11:45 a.m. On Day	12:00 noon On Day	12:00 noon On Day
4:30 p.m. shift (Sunday or Recognized Holiday)	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

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.

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.

- Tradesmen 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
 Chairman - Association Representatives
 Joint Industry Labour Relations Committee

G.S.C. Westrand
 Chairman - 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 Longshoremen's and Warehousemen's 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 - Operations
- Director Labour Relations
- Manager Labour Relations
- Industrial Relations Officer
- Industrial Relations Assistant

R.V. Wilds

Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand

Chairman - 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
Serviced 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 longshoremen 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 longshoremen 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 month’s 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
 Chairman - Association Representatives
 Joint Industry Labour Relations Committee

G.S.C. Westrand
 Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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,

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 Longshoremen's and Warehousemen's 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 Chairman of the Association's Representatives and the Chairman 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 Chairman of the Association's Representatives and the Chairman 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 Chairman of the Union's Representatives and the Chairman of the Association's Representatives on the Joint Industry Labour Relations Committee, who are as follows:

Mr. G.S.C. Westrand,
Chairman, Union Representatives

Mr. R.V. Wilds,
Chairman, Association Representatives

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,

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

G.S.C. Westrand
Chairman, Union Representatives
Joint Industry Labour Relations Committee

Vancouver, B.C.
April 29, 1992

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

Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand

Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

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

attch:
Ref. July 22, 1983

Vancouver, B.C.
April 29, 1992

REGULAR WORK FORCE ROTATION
(ILW U, 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 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chairman - 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. V6A 1A4

Telephone: (604) 688-1155
Fax: (604) 684-2397

**International
Longshoremen's &
Warehousemen's Union
Canadian Area**

020-1880 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
Chairman, Association Representatives
Joint Industry Labour Relations Committee
#500 - 349 Railway St.
Vancouver, B.C.
V6A 1A4

Mr. T. Dufresne
Chairman, 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-Chairman
Employers Representative - BCMEA
Joint Safety Committee

W. Sargent
Co-Chairman
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 Longshoremen's and Warehousemen's 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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

Chairman - Association Representatives

Joint Industry Labour Relations Committee

G.S.C. Westrand

Chairman - 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 Longshoremen's and Warehousemen's Union - Canadian Area and the British Columbia Maritime Employers Association:

President
Vice President - Operations
Director Labour Relations
Manager Labour Relations
Industrial Relations Officer
Industrial Relations Assistant

R.V. Wilds
Chairman - 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 Longshoremen's and Warehousemen's 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

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

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

Vancouver, B.C.
April 29, 1992

#57 Joint Industry Labour Relations Committee

Re: Tradesmen - Certified Definition

The Joint Industry Labour Relations Committee hereby agrees upon the following definitions of tradesmen (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 Tradesman 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

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

Ref. October 5, 1983

Vancouver, B.C.
April 29, 1992

Joint Industry Labour Relations Committee #58

Re: Tradesmen Operating Mobile Equipment

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

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

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

Ref. August 21, 1984

Vancouver, B.C.
April 29, 1992

#59 Joint Industry Labour Relations Committee

Re: Tradesmen Training

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

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

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

G.S.C. Westrand
Chairman - 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 DockGantry Drivers after having been trained for Topside rating.
- 30 - Bulk Operators
- 30 - Switchmen
 - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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) 684-2397

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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

Foremen 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 Foremen and who subsequently return to work covered by the Collective Agreement will be granted credit for service as a foreman 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 foreman.

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

G.S.C. Westrand
Chairman - 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 WCB, UIC 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 one week (seven calendar 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.

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

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

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

Vancouver, B.C.
 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	
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 #67

Re: Vancouver Island Understanding
Chemainus, Local 508

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

1. The Membership of the Chemainus Local shall be peaked at the level of 234.

This is understood to mean that there will be no further admissions of new Union Members to the Chemainus Local without the prior sanction of the Vancouver Island Committee.

2. It is agreed that:

“When any Despatch Hall on Vancouver Island is unable to fulfill the work requirements in the Local areas on any shift, there will be free and unrestricted interchange of Vancouver Island gangs and employees between Vancouver Island Local areas as and when required by the Association.”

This is understood to mean that all travel of gangs and employees will be effected through the Allocation Supervisor and the travel will be between the shortest possible distances considering skills, etc. For example:

Port Alberni to Nanaimo

Victoria to Crofton

The Chemainus Local agrees that it will accept, on the interchange, as many ship gangs intact (both registered and special) as possible for ship work, as well as required skill rated and spare Union members for both ship and dock work.

3. When Union member employees in all Locals are fully employed, in either their own area or on the interchange, casuals will be employed as may be required from time to time to service the needs of the industry on all shifts.

However, there will be no new admissions of any other employees to preferred casual status without the prior sanction of the Vancouver Island Committee.

4. The Local undertakes in good faith that effective immediately the provisions of the Supplementary Unemployment Benefit Program will be observed in every respect except as may be amended by this Agreement.
5. The Association will forward, on request, a monthly "Local Strength Report" covering each of the Island Locals to the ILWU - Canadian Area and Local 503, 504 and 508. Such report will record the following information on a daily basis.
 - Union members employed
 - Casuals employed
 - Union members unavailable for work (WCB, VAC & WI)
 - Union members available but no job
 - Employees travelled

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

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

attch:

Ref. October 20, 1988

Vancouver, B.C.
 April 29, 1992

Joint Industry Labour Relations Committee #68

Re: Vancouver Island Understanding
Port Alberni, Local 503

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

1. The membership of the Port Alberni Local shall be peaked at the level of 99.

This is understood to mean that there will be no further admissions of new Union members to the Port Alberni Local without the prior sanction of the Vancouver Island Committee.

2. Prior to outside Union member employees travelling on the interchange arrangement into the "Port Alberni" area, the Port Alberni Local will be at liberty to despatch what will be known as preferred casuals i.e. designated employees, each of whom has passed the industry medical examination.

The number of preferred casuals for the Port Alberni Local shall be peaked at the level of five.

This is understood to mean that there will be no new admissions of any other employees to preferred casual status without the prior sanction of the Vancouver Island Committee.

3. It is agreed that:

"When any Despatch Hall on Vancouver Island is unable to fulfill the work requirements in the Local area on any shift, there will be free and unrestricted interchange of Vancouver Island gangs and employees between Vancouver Island Local areas as and when required by the Association."

This is understood to mean that all travel of gangs and employees will be effected through the Allocation Supervisor and the travel will be between the shortest possible distances considering skills, etc. For example:

Port Alberni to Nanaimo
Victoria to Crofton

The Port Alberni Local agrees that it will accept, on the interchange, as many ship gangs intact (both registered and special) as possible for ship work, as well as required skill rated and spare Union members for both ship and dock work.

4. When Union member employees and “preferred” casuals in all Locals are fully employed, in either their own area or on the interchange, other casuals will be employed as may be required from time to time to service the needs of the industry on all shifts.
5. The Local undertakes in good faith that effective immediately the provisions of the Supplementary Unemployment Benefit Program will be observed in every respect except as may be amended by this Agreement.
6. The Association will forward, on request, a monthly “Local Strength Report” covering each of the Island Locals to the ILWU - Canadian Area and Locals 503, 504 and 508. Such report will record the following information on a daily basis.
 - Union members employed
 - Casuals employed
 - Union members unavailable for work (WCB, VAC & WI)
 - Union members available but no job
 - Employees travelled

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

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

Ref. January 21, 1988

Vancouver, B.C.
April 29, 1992

#69 Joint Industry Labour Relations Committee

Re: Vancouver Island Understanding
Victoria, Local 504

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

1. The membership of the Victoria Local shall be peaked at the level of 65 as at the date of signing this agreement.

This is understood to mean that there will be no further admissions of new Union members to the Victoria Local without the prior sanction of the Vancouver Island Committee.

2. Prior to outside Union member employees travelling on the interchange arrangement into the "Victoria" area, the Victoria Local will be at liberty to despatch what will be known as preferred casuals i.e. designated employees, each of whom has passed the industry medical examination.

The number of preferred casuals for the Victoria Local shall be peaked at the level of three and they will be required to qualify under the Welfare Plan for welfare coverage and maintenance of same.

This is understood to mean that there will be no new admissions of any other employees to preferred casual status without the prior sanction of the Vancouver Island Committee.

3. It is agreed that:

"When any Despatch Hall on Vancouver Island is unable to fulfill the work requirements in the Local area on any shift, there will be free and unrestricted interchange of Vancouver Island gangs and employees between Vancouver Island Local areas as and when required by the Association."

This is understood to mean that all travel of gangs and employees will be effected through the Allocation Supervisor and the travel will be between the shortest possible distances considering skills, etc. For example:

Port Alberni to Nanaimo
Victoria to Crofton

The Victoria Local agrees that it will accept, on the interchange, as many ship gangs intact (both registered and special) as possible for ship work, as well as required skill rated and spare Union members for both ship and dock work.

4. When Union member employees and “preferred” casuals in all Locals are fully employed, in either their own area or on the interchange, other casuals will be employed as may be required from time to time to service the needs of the industry on all shifts.
5. The Local undertakes in good faith that effective immediately the provisions of the Supplementary Unemployment Benefit Program will be observed in every respect except as may be amended by this Agreement.
6. The Association will forward, on request, a monthly “Local Strength Report” covering each of the Island Locals to the ILWU - Canadian Area and Locals 503, 504 and 508. Such report will record the following information on a daily basis.
 - Union members employed
 - Casuals employed
 - Union members unavailable for work (WCB, VAC & WI)
 - Union members available but no job
 - Employees travelled

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

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

Ref. August 4, 1988

Vancouver, B.C.
April 29, 1992

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 Longshoremen's and Warehousemen's 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 foremen or sub-foremen under the Collective Agreement with Vancouver Port Corporation will be considered as tradesmen (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:
 - for building air conditioning
 - for pneumatic tube system
 - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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. Lockermen 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. Lockermen 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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 - Vacation's with Pay.

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

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

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

Mr. R.V. Wilds,
Chairman,
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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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. V6A 1A4
Telephone: (604) 688-1155
Fax: (604) 684-2397

**International
Longshoremen's &
Warehousemen's Union
Canadian Area**

020-1880 Triumph Street
Vancouver, B.C. V5L 1K3
Telephone: (604) 254-0141
Fax: (604) 254-6183



JOINT SAFETY COMMITTEE

May 20, 1992

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

Mr. G. Westrand
Chairman, 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-Chairman
Employees Representative
Joint Industry Safety Committee

E. Skowronek
Co-Chairman
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 Longshoremen's and Warehousemen's 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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) switchmen 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 switchman at the dumper will control the train. The second locomotive engineer and switchman 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 #77

Re: Night Shift Despatch Local 502

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

1. The night shift despatch time shall be 3:30 p.m.
2. If during the term of the Collective Agreement, the 3:30 p.m. despatch time fails to meet the needs of the Parties, the Parties may by mutual agreement advance the despatch to 3:15 p.m. Failure to agree on the changing of the despatch times will be referred to the Job Arbitrator.

It is understood and agreed that periodic lateness of an employee and/or employees will not be cause for a change in the despatch time.

3. If during the term of the Collective Agreement a member of the BCMEA locates in the Roberts Bank area, the despatch time for the night shift on such operation will be 3:15 p.m.

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

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

Ref: September 21, 1993

Vancouver, B.C.
March 31, 1994

#78 Joint Industry Labour Relations Committee

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 - 3:00 P.M.
 - Vancouver Area - 3:15 P.M.
2. In times of shortages the following shall occur:
 - a) the Squamish/Woodfibre despatch time shall be 3:00 P.M., or alternatively,
 - b) the despatch time may be changed to 3:15 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 h/his ratings in the Port of Vancouver and the Union member is thereafter not required to service h/his 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.

3. 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

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

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

Ref: September 21, 1993

Vancouver, B.C.
March 31, 1994

#79 Joint Industry Labour Relations Committee

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 manning for this operation is established as either four (4) employees or two (2) topside and two (2) employees.

1. Manning - Basic Tent Gang:

Either two (2) employees or two (2) topside when ship's gear or a mobile crane is to be used.

2. Manning - 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
 - c) 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.
 - d) 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

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

Ref: February 3, 1994,

Vancouver, B.C.
March 31, 1994

Date Signed
May 2000

Joint Industry Labour Relations Committee #80

Re: Collective Agreement Article 25
- Definition of "High Explosives"

The Joint Industry Labour Relations Committee agrees that the attached recommendation from the Joint Safety Committee dated January 30, 1995 is hereby agreed upon for immediate inclusion in the Black Book pending inclusion in the next revised Collective Agreement.

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

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

Vancouver, B.C.
February 21, 1995



**British Columbia
Maritime Employers
Association**

500-349 Railway Street
Vancouver, B.C. V6A 1A4
Telephone: (604) 688-1155
Fax: (604) 684-2397

**International
Longshoremen's &
Warehousemen's Union
Canadian Area**

020-1880 Triumph Street
Vancouver, B.C. V5L 1K3
Telephone: (604) 254-0141
Fax: (604) 254-6183



JOINT SAFETY COMMITTEE

January 30, 1995

Mr. R.V. Wilds
Chairman, Association Representatives
Joint Industry Labour Relations Committee
#500 - 349 Railway Street
Vancouver, B.C.
V6A 1A4

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

Dear Sirs,

Re: Collective Agreement - Article 25 - Definition of "High Explosives"

The above-referenced subject was referred to the Joint Safety Committee by the Parties with direction to update the referenced regulation in this Article to reflect regulation(s) currently in force.

The Committee has discussed this issue and reached consensus on the following:

1. Recommend changing reference to the term "High Explosives" in the Collective Agreement to "Explosives". Current regulatory practice refers only to the term Explosives.
Referenced in current Collective Agreement;
Article 25, section 25.01 (p. 62)
25.02 subsection 3 (p. 66/7)

2. Clause - 25.02

Currently reads:

3. High Explosives:

Employees working high explosives as defined in Part 4, Class 1 to 7 (excluding Division 1 of Class 6 and Division 2 of Class 7) of "Regulations Respecting the Carriage of Dangerous Goods in Ships" (P.C. 1954-1811 23rd November, 1954) shall be paid at the rate of one-and-one half times the shift rate...

Recommend revision to read:

3. Explosives:

Employees working explosives as defined by terminology of the "International Maritime Dangerous Goods Code" (1994) in Class 1 with the exception of Division 1.4 shall be paid at the rate of one-and-one half times the shift rate...

The Committee recommends that the Joint Industry Labour Relations Committee adopt the foregoing for inclusion in the Black Book pending a change to the Collective Agreement coming into effect January 1, 1996.

Yours truly,

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

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

#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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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. Manning

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 manning 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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

G.S.C. Westrand
Chairman - 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 COLUMBIAMARITIME
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

#85 Joint Industry Labour Relations Committee

Re: Article 11 - Vacations With Pay

Respecting the above, the Joint Industry Labour Relations Committee hereby confirms the Memorandum of Agreement dated December 20, 1995 revising the Collective Agreement dated March 31, 1994, which provides for the following revision to Article 11, Vacations With Pay:

Effective January 1, 1999:

- 30 to 34 years' service (inclusive).....12% of earnings
- 35 years' service or more.....13% of earnings

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

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

Vancouver, B.C.
March 25, 1996

Joint Industry Labour Relations Committee #86

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.

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

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

Attch.

Vancouver, B.C.
May 2000

CENTRAL ISLAND DESPATCH

1. Inter Local Travel From Chemainus To Port Alberni, Cowichan Bay and Victoria:

Shall be in accordance with Appendix "C" attached hereto.

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 Dispatch Office and the Association and/or the Vancouver Island Dispatch 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 Sunday	11:45 a.m. On Day	12:00 noon On Day	12:00 noon On Day
4:30 p.m. shift (Sunday or Recognized Holiday)	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

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.

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.

APPENDIX “C”

ARTICLE 22 - TRANSPORTATION AND TRAVEL TIME

Section 2 (b)

Hourly time allowances for time spent in travelling to and from a job shall be at one-half the straight time rates of pay, as follows:

	Port Alberni	Victoria	Chemainus	Hatch Point and James Island	Cowichan Bay	Crofton	Ladysmith (Stream)	Harmac, Nanaimo, Departure Bay	Nanoose Bay
Port Alberni	-	-	8	-	10	10	-	6	4½
Victoria	-	-	6	2	3	6	7½	6	-
Chemainus	-	-	-	-	-	1	1½	1½	3

Section 2 (c)

Hourly time allowances for time spent in travelling to and from a job shall be as follows effective the dates noted below:

	Port Alberni	Victoria	Cowichan Bay
Chemainus	8	6	2

Effective 1st year of Collective Agreement - 42.5% of the Straight Time Rates of Pay.

Effective 2nd year of Collective Agreement - 43.75% of the Straight Time Rates of Pay.

Effective 3rd year of Collective Agreement - 45% of the Straight Time Rates of Pay.

APPENDIX “D”

ARTICLE 22 - TRANSPORTATION AND TRAVEL TIME

Section 5 - Amend as follows:

Transportation Allowance:
(Return trip expressed in dollars)

	Port Alberni	Victoria	Chemainus	Hatch Point and James Island	Cowichan Bay	Crofton	Ladysmith	Harmac	Nanaimo	Nanoose Bay
Port Alberni			31.44		39.82	34.49	28.41	24.61	23.08	16.99
Victoria			23.08	12.19	15.23	23.08	26.13	31.44	31.44	
Chemainus	31.44	23.08			12.42	6.10	5.02	11.42	11.42	15.23

#87 Joint Industry Labour Relations Committee

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chairman - 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.

Joint Industry Labour Relations Committee #88

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chairman - 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.

#89 Joint Industry Labour Relations Committee

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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chairman - 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

Joint Industry Labour Relations Committee #90

Re: Maternity / Parental Leave

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

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

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

Attch.

Vancouver, B.C.
May 2000

1. MATERNITY / PARENTAL LEAVE

1.1 Maternity Leave

Every employee who:

- (a) has completed six consecutive months of continuous employment under the terms of the BCMEA/ILWU Collective Agreement, and
- (b) provides the BCMEA with a certificate of a qualified medical practitioner certifying that she is pregnant

is entitled to apply for and be granted a leave of absence from employment without pay for a period not to exceed seventeen weeks. Such leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the date of her confinement.

1.2 Parental Leave

Every employee who:

- (a) has completed six consecutive months of continuous employment under the terms of the BCMEA/ILWU Collective Agreement, and
- (b) provides the BCMEA with satisfactory evidence that the employee has or will have actual care and custody of a new-born child, or
- (c) provides the BCMEA with satisfactory evidence that the employee has commenced legal proceeding under the laws of the Province to adopt a child or obtains an order under the law of the Province for the adoption of a child,

is entitled to apply for and be granted a leave of absence from employment without pay for a period not to exceed twenty-four weeks in the fifty-two week period beginning:

in the cases of (a) and (b) above on the day on which the child is born or the day on which the child comes into the employee's care, or

in the case of (c) above on the day on which the child comes into the employee's care.

2. Union and Welfare Paying Casual employees who receive a pre-approved leave in accordance with the foregoing will receive credited time, in accordance with the current formula for the granting of such credit, during the term of their leave. Furthermore, such employees will be entitled to maintain welfare benefit coverage in effect at the time the leave was granted but not to increase such coverage during the term of the leave. (Cannot move from "B" coverage to "A" coverage.)
3. Union and Welfare Paying Casual employees who receive a pre-approved leave in accordance with the foregoing will be required to continue to pay Health and Welfare Plan contributions for the duration of any such leave. Contributions owing will be determined in accordance with the current formula for the granting of such credit and paid to the Health and Benefit Plan Office.
4. Casual employees who receive pre-approved leave in accordance with the foregoing will receive credited time, in accordance with the current formula for the granting of such credit, during the term of their leave.
5. Casual employees who receive a pre-approved leave in accordance with the foregoing will be entitled to maintain their Despatch Board position during the term of their leave.
6. Employees, whether Union or otherwise, granted leave in accordance with the foregoing will not be entitled to weekly indemnity benefits during the term of their leave.

#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
Chairman - Association Representatives
Joint Industry Labour Relations Committee

T. Dufresne
Chairman - 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.

