

## **COLLECTIVE AGREEMENT**

**BETWEEN:**

**WORLD SHIP SERVICES LTD.**

**AND:**

**TRANSPORT, MARINE, WAREHOUSING  
AND ALLIED WORKERS UNION, CLAC LOCAL 66**

**DURATION: JANUARY 8, 2016 – JANUARY 7, 2021**

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## **COLLECTIVE AGREEMENT**

### **BETWEEN**

**WORLD SHIP SERVICES LTD.**

(hereinafter referred to as “the Employer”)

### **AND**

**TRANSPORT, MARINE, WAREHOUSING AND  
ALLIED WORKERS UNION, CLAC LOCAL 66**

(hereinafter referred to as “the Union”)

### **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
  - b) provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
  - c) establish an equitable system for the promotion, transfer, layoff, and recall of employees;
  - d) establish a just and prompt procedure for the disposition of grievances;
  - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and

the employees which will be conducive to their mutual well-being.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent of all regular employees and dependant contractors in the bargaining unit as defined in Article 2.02.

2.02 a) This Agreement covers all regular employees of the Employer World Ship Services Ltd. at Stewart World Port in Stewart, British Columbia, including dependant contractors but excluding casual employees, administrative and office staff and those excluded by The Code.

b) Throughout this Agreement, terms used will mean the following:

- i) employees – the broadest term and is meant to include all bargaining unit members as defined above; and,
- ii) dependant contractors

2.03 Except in cases of emergency or for training and instructional purposes, non-working foremen, supervisors, and other non-bargaining unit personnel shall not perform work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit if this should result in a lay-off or reduce an employee's normal working hours.

There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and

provisions of this Agreement, except by mutual agreement in writing of the parties.

2.04 The Employer agrees that the Union, through its duly appointed Representatives, is authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.05 The Union acknowledges that it is the function of the Employer to:

- a) manage the enterprise, including the scheduling of work and the control of materials and equipment;
- b) maintain order, discipline, and efficiency;
- c) hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article 19.

### **ARTICLE 3 - SCOPE**

3.01 Should any provision of the Collective Agreement be rendered null and void, or materially altered by future legislation, the remaining provisions of the Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

3.02 Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

#### **ARTICLE 4 - UNION REPRESENTATION**

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

- a) The Union has the right to appoint a reasonable number of Stewards. The Stewards are representatives of the employees in certain matters as determined by the Union pertaining to this Agreement, including the processing of grievances.
- b) Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing collective bargaining right and any other rights under this Agreement.

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

4.03 Stewards in the employ of the Employer will not absent themselves from their work to deal with grievances without first obtaining the permission of the Employer. The Employer agrees to cooperate and arrange grievance meetings where required at times with compensation for the Steward.

- 4.04 The Union has the right to appoint or elect up to two (2) bargaining unit representatives to a Negotiating Committee. The Employer shall pay such representatives at their regular hourly wage rate for up to eight (8) hours daily when bargaining takes place during the normal working hours of the employee concerned. The cumulative maximum total so paid will be twenty-four (24) hours per representative per Collective Agreement renewal.
- 4.05 The Employer may meet periodically with members of the bargaining unit for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend such meetings.
- 4.06 There shall be no Union activity on the Employer's time or premises except as provided for in Article 4, unless otherwise authorized by Management.

## **ARTICLE 5 - WORK STOPPAGES**

- 5.01 In accordance with the *Section 89* of the *Canada Labour Code*, during the term of this Agreement, or while negotiations for a further Agreement are being held;
- a) the Union will not declare or authorize any strike, slow-down, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and,
  - b) the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work when this is not warranted by the workload.

5.02 Notwithstanding the above, employees shall have the right not to cross a legal picket line.

## **ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 6.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer has the right to hire new employees as needed and will give preference to Union members for employment, provided such applicants are qualified, in the Employer's opinion, to meet the requirements of the job.
- 6.02 New employees will be subject to a probationary period of sixty (60) shifts worked. Employees successfully completing their probationary period shall have their seniority back dated to their most recent date of hire.
- 6.03 Probationary employees are covered by the Agreement, excepting those provisions, which specifically exclude such employees. An employee may be discharged at any time during the probationary period but such termination shall not be arbitrary, discriminatory or in bad faith.
- 6.04 When new types of equipment and/or new classifications of employment for which rates of pay are not established by this Agreement are put into use, the Employer shall advise the Union as far in advance as possible, and prior to implementation the matter shall become the subject of discussion between the parties for rates governing such equipment and classifications of employment. The Employer and the Union shall finalize, within sixty (60) days after such implementation, a rate to be established and such rate to be retroactive to date of



implementation. If no agreement is reached, the issue will be submitted to binding arbitration.

6.05 Neither the Employer nor the Union will compel employees to join the Union or discriminate against an employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. The Employer will communicate to the Union by memo the hiring of a new employee as well as casual employees who are eligible, as per Article 24, for regular employee status, indicating name, address, starting date, classification, and wage rate. Within the probationary period, any new employee will be referred by the Employer to a Steward or a Union Representative, in order to give such Steward or Union Representative an opportunity to describe the Union's purpose and representation policies. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Collective Agreement, whether or not they join the Union.

## **ARTICLE 7 - UNION DUES**

- 7.01 a) The Employer is authorized to and shall deduct union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer is also authorized to and shall deduct administrative dues, or a sum in lieu of administrative dues, from each employee's pay upon an employee's initial hire.
- b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.

- 7.02 a) The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the fifteenth (15<sup>th</sup>) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer shall be saved harmless for all such deductions and remittances.
- b) A separate list will also be submitted for new hires, or whenever an employee change or status change as per Article 24 occurs, containing:
- Name
  - Address
  - Date of Birth
  - Telephone Number
  - Email Address
  - Social Insurance Number
  - Date of Hire
  - Classification

## **ARTICLE 8 - WAGES AND RATES OF PAY**

8.01 Wage schedules applicable to employees are as set forth on the Schedules attached hereto and made part hereof.

### **8.02 Wage Review**

Rates of pay for the contract years two thousand and nineteen (2019) and two thousand and twenty (2020) shall be subject to pay increases determined by a Wage Review to be completed no later than January seventh (7<sup>th</sup>), two thousand and nineteen (2019). In the event that the parties are unable to agree to such increases the dispute shall be referred to binding Arbitration

without delay. Increases granted as the result of the Arbitration shall be retroactive to that start date of the applicable contract year.

8.03 It is understood that employees working in more than one classification shall be remunerated in accordance with the hours worked in each classification in which they work.

8.04 An employee who reports for work scheduled by the Employer in the usual manner and is prevented from starting work or completing four hours of work due to a cause not within the employee's control shall be entitled to a minimum of four (4) hours pay at the Labourer hourly rate.

8.05 Night Shift Differential

A Night Shift Differential of fifteen percent (15%) shall apply to straight time hours worked between 20:00 hours and 06:00 hours.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

9.01 a) Hours of work and overtime for employees shall comply with the provisions of the *Canada Labour Code*.

b) An employee shall be entitled to overtime at time and one-half (1.5x) for all hours worked in excess of eight (8) hours per day or weekly overtime in excess of forty (40) straight time hours per week. Daily overtime for hours worked in excess of twelve (12) hours will be at double (2x) time.

c) It is understood that shift hours may be extended to complete a specific operation.

- d) There shall be a minimum of ten (10) hours between shifts worked.
- 9.02 Employees shall be entitled to a fifteen (15) minute rest period, with pay, during each half of the shift. Where shift hours are extended, employees shall be entitled to an additional fifteen (15) minute rest period after completing two (2) hours of overtime.
- 9.03 Employees shall be entitled to an unpaid meal period of one-half (1/2) hour after the first four (4) hours of the shift. Should an employee be required by the Employer to stay with or operate equipment during this one-half (1/2) hour, it shall be considered time worked and shall be with pay.
- 9.04 Where uninterrupted operations are required and where regular coffee and lunch breaks can't be taken, the Employer shall consult with the Union in advance for the purpose of creating a schedule for coffee and lunch breaks. Such schedule shall be published to affected employees no less than two (2) days prior to the uninterrupted operations.
- 9.05 The employer agrees to dispatch as many employees as are needed to perform the work within straight time hours endeavoring to provide a full work shift to each dispatched employee. This is not to be construed as a guarantee of hours.
- 9.06 There shall be no discrimination against an employee who refuses to report for work on the basis of religious conviction during days or hours recognized by the employee's religion. Every employee shall be provided the opportunity to disclose his or her intention to invoke such a refusal at the time he/she

applies for employment.

## **ARTICLE 10 - VACATIONS**

10.01 a) Regular employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

- from zero (0) to one (1) year of service – vacation pay at four percent (4%);
- after one (1) years' service – two (2) weeks' vacation with pay at four percent (4%);
- after three (3) years' service – three (3) weeks' vacation with pay at six percent (6%);
- after ten (10) years' service – four (4) weeks' vacation with pay at eight percent (8%);
- after eighteen (18) years' service – five (5) weeks' vacation with pay at ten percent (10%).

10.02 Employees entitled to three (3), four (4), or five (5) weeks' vacations as per Article 10.01, shall take no more than two (2) weeks during July and August. Additional weeks may be taken at such time as mutually agreed upon by the employee and the Employer.

10.03 The Employer will endeavour to grant vacations at the time requested in the vacation season or period, considering business requirements. If a choice must be made between two (2) or more requests for vacation at the same time, seniority shall apply.

10.04 Vacation pay shall be paid immediately prior to an employee leaving on vacation for that period of vacation being taken. Such vacation pay shall be accounted separately from regular pay.

## **ARTICLE 11 - HOLIDAYS**

11.01 The Employer agrees to pay a regular day's pay for the holidays outlined below to all eligible employees, to a maximum of ten (10) hours per day. A regular rate shall be determined by adding the total regular earnings divided by the number of days worked in the previous sixty (60) calendar days.

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgivings Day
Easter Monday	Remembrance Day
Victoria Day	Christmas day
Canada Day	Boxing Day

Any additional statutory holidays declared by the provincial or federal government shall automatically be included in the provisions of this Article.

11.02 Article 11.01 applies to employees who have attained regular employment status and who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question unless their absence is due to illness, authorized leave of absence, or vacation with pay. In case of illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner.

11.03 Employees required to work on a holiday shall receive one and one-half (1½) times the hourly rate of pay in addition to a day off with pay in lieu of the holiday. The Lieu Day may be scheduled by mutual agreement between the employee and his/her immediate supervisor.

## **ARTICLE 12 - SENIORITY, LAYOFF AND PROMOTION**

- 12.01 a) Bargaining unit seniority is defined as an employee's length of service in the bargaining unit since the most recent date of hire. If two (2) or more employees have the same length of service, the employee whose birthday occurs first in the year shall have the greater seniority.
- b) The parties agree to the general principle that job security and opportunity should increase commensurate with seniority.
- c) Classification seniority shall be defined as length of service in the classification in which the employee works.
- d) The Employer shall maintain up-to-date seniority lists. Such lists shall be provided to the Union on a regular basis and as requested.

12.02 Seniority rights shall cease for employees who:

- a) voluntarily terminate their employment;
- b) are discharged and such discharge is not reversed through the Grievance Procedure;

- c) have one (1) year or more of service, after twelve (12) continuous months of layoff, or have less than one (1) year of service, after six (6) continuous months of layoff.
- d) are absent due to job-related sickness or injury for a continuous period of more than eighteen (18) months;
- e) are absent due to a non-work related sickness or injury for a continuous period of more than twelve (12) months.

The Articles 12.02 (d) and (e) are subject to the application of the Canadian Human Rights Act.

12.03 When the Employer deems it necessary to reduce the work force, it shall inform the Union of the need for layoffs. When a reduction of the workforce is inevitable, probationary employees shall be laid off first. If further reductions are necessary, the Employer shall determine the order of layoff guided by the following considerations:

- a) seniority; and,
- b) qualification and ability of the employees to perform the work.

The above considerations shall also guide the Employer when employees on layoff are recalled.

12.04 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.



12.05 Any employee laid off and recalled for work must return within seven (7) workdays when unemployed and within fourteen (14) workdays when employed elsewhere after being recalled, or make definite arrangements with the Employer to return.

12.06 The Employer shall post, for a minimum of six (6) work-days, in a conspicuous place, notice of all vacant and new positions. Any member of the bargaining unit covered by this Agreement may apply for such vacant or new position.

12.07 The Employer shall consider applicants for a posted vacancy based on seniority, qualifications, skill and ability. The Employer shall consider applicants in the following sequential order:

- a) Qualified, skilled and able applicants from the same classification seniority list, by classification seniority;
- b) Qualified, skilled and able applicants from any other classification, by bargaining unit seniority;
- c) Qualified, skilled and able casuals from the Article 24 Casual List;
- d) Qualified, skilled and able Casuals;
- e) External hire.

12.08 Improver Clause

- a) The Employer agrees to allow employees, where practicable, to train in higher rated positions provided that the employee

has the skill, aptitude and ability to work in the higher rated position.

- b) Where an employee has proven competence in the higher rated position, such shall be noted in the employee's file, with a copy to the Union, for the purposes of qualifying the employee for future postings in the higher rated position.
- c) Improver employees shall be remunerated in accordance with their own classification. When the Employer is satisfied that an employee is qualified to operate a certain piece of equipment or perform a certain task, a company trainer will "sign-off" the employee in writing and provide the employee and the Union with a copy of the sign-off. Thereafter, the employee will be deemed qualified and able to perform in the higher rated position and any hours worked in the higher rated position will be remunerated at the rate for such position.
- d) Where the higher rated position requires a ticket not held by the potential Improver employee, the Employer shall not be bound by this clause.

### **ARTICLE 13 - HEALTH AND WELFARE AND BC MEDICAL SERVICES PLANS**

- 13.01 a) In order to assist in protecting regular full-time employees and eligible regular part-time employees and their families from the financial hazards of illness and accidents, the Employer agrees to pay one hundred percent (100%) of the premium cost of the Gold Plus Enhanced Health and Welfare Plan, administered by the Union Health and Welfare Trust Fund. An outline of the Plan is listed in Schedule "B".

- b) Premiums shall be remitted monthly, in accordance with the timelines stipulated for Union dues.
- c) Regular full-time and eligible regular part-time employees are eligible to receive coverage on the first day of the month following completion of the probationary period. At that time, the Employer shall be obliged to commence remittance of premiums for any new members of the bargaining unit who are entitled to coverage. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

13.02 It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, and that neither the Union nor the Employer has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee beyond the obligations specifically stipulated in this Agreement.

13.03 The Employer agrees to continue to pay the insurance premiums to provide uninterrupted coverage for the following maximum periods:

- a) in the case of a quit – to the end of the month;
- b) in the case of layoff or termination – if before or on the fifteenth (15<sup>th</sup>) of the month, to the end of that month; if after the fifteenth (15<sup>th</sup>) of the month, to the end of the following month;

- c) in the case of non-job related sickness or injury – three (3) months beyond the month in which the sickness or injury commenced;
- d) in the case of job related injury or illness – six (6) months beyond the month in which the illness or injury commenced.

13.04 The Employer agrees to compensate regular employees for one hundred percent (100%) of the premium cost of the Medical Services Plan of British Columbia, covering the employee and his/her dependents, upon proof of payment.

13.05 Health and Welfare Plan Eligibility

Regular full-time employees who have completed their probationary period shall be eligible for benefit coverage as per Articles 13.01; 13.02 and 13.03 above. Regular part-time employees working a minimum average of twenty (20) hours per week over a thirteen (13) week cycle shall be eligible.

**ARTICLE 14 - PENSION PLAN**

- 14.01 a) The Employer agrees to contribute three percent (3%) of gross earnings to the CLAC Pension Plan (“Pension Plan”), governed by the CLAC Pension Plan Board of Trustees, for each eligible regular employee, for all hours worked.
- b) The Pension Plan is a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594.
- c) The Employer agrees to deduct, by way of payroll deduction, voluntary pension contributions from regular employees

which are above and beyond those contributions specified in 14.01 (a). A request for such deductions shall be submitted to the Employer on a form provided by the Pension Plan and a copy of the completed form shall be sent to the Union along with the first remittance of such voluntary contributions.

- d) Employer, employee and voluntary contributions will be recorded separately on the remittance, which shall be remitted monthly in accordance with the timelines stipulated for Union Dues as outlined in Article 7.
- e) In the event that a remittance has not been received by the Union by the date set out in Article 7, the Employer is responsible to compensate the Pension Plan for any investment returns lost by the employees as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance.
- f) The Employer and the Union will cooperate in providing the information required to administer the Pension Plan on the employees' behalf. The Pension Plan shall be responsible for informing the employees about the Pension Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

#### 14.02 Pension Plan Contribution Details

- a) The Employer's contributions to the Pension Plan will be non-refundable once received by the Union and will vest

immediately in the employee on whose behalf the deposit was made.

- b) The total amount of pension contributions remitted by the Employer, on an employee's behalf, cannot exceed the annual maximum money purchase and RSP contribution limits outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee's RSP contribution made outside the employment relationship. For greater clarity, if the employee exceeds the annual maximum money purchase and RSP contribution limits as a result of contributions made outside the employment relationship, the Employer shall not be liable for any tax consequence imposed on the employee.
- c) The Union acknowledges and agrees that, other than remitting contributions to the Pension Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of retirement benefits provided by the Pension Plan or be responsible for providing such benefits.
- d) Where legislation prohibits an Employer from contributing because of an employee's age, an amount equivalent to the contributions in Articles 14.01 a) will instead be paid on that employee's gross pay. This payment, in lieu of retirement plan contributions, will not be less than the amount that employee would have received if he/she were still contributing to a CLAC sponsored retirement plan.
- e) The Employer agrees to provide the Union with the social insurance number and current address of all employees on whose behalf contributions are being remitted.

#### 14.03 Eligibility

Regular full-time employees who have completed their probationary period shall be eligible for the Employer paid pension contribution described in this Article. Regular Part-time employees working a minimum average of twenty (20) hours per week over a thirteen (13) week cycle shall be eligible.

### **ARTICLE 15 - LEAVES OF ABSENCE**

15.01 The Employer shall grant leaves of absence without pay and without loss of seniority rights for reasonable requests made in writing.

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

15.03 In the event of death in the employee's immediate family (parent, sister, brother, spouse, child, parent-in-law, step-parent, step-parent-in-law and step child), he shall be entitled to be absent from work three (3) days (eight [8] hours at regular rates) with pay.

15.04 The Employer shall grant leaves of absence in accordance with Part III of the Canada Labour Code.

### **ARTICLE 16 - SAFETY CONDITIONS AND EQUIPMENT REPAIRS**

16.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation.

- 16.02 The safety Committee shall meet monthly and when required. The Safety Committee shall be made up of an equal number of bargaining unit members and management personnel. Minutes shall record the business of each meeting and shall be copied on the employees' bulletin board.
- 16.03 The Employer shall supply duplicate forms on which operators and drivers can note, at the end of each shift or trip, safety defects and other data relating to the functioning of the equipment. Such forms shall provide for a statement of the problem or condition which requires action, as well as for the comments and signature of the person who has attended to the problem.
- 16.04 The Employer is responsible to direct the repairs as necessary to conform with the safe and efficient operation of company owned or leased equipment. No operator or driver shall be required to use equipment that he/she considers unsafe.
- 16.05 Any dispute regarding safety and the safe handling of equipment or the installation of proper accessories to equipment, may become a matter of grievance under the terms of this Agreement.
- 16.06 The Employer will provide regular employees with a safety boot allowance of one hundred and fifty dollars (\$150.00) per year for the purchase of CSA approved safety boots. Regular employees may submit their receipt for reimbursement upon successful completion of probation and following each year of active service beyond this date.
- 16.07 The Employer shall supply safety gear for the safe handling of freight and commodities including, as may be required, hard



hats, safety clothing, gloves, safety glasses, approved dust masks and any other protective gear required. Employees shall be responsible for the proper care of items thus supplied.

## **ARTICLE 17 - UNION-MANAGEMENT COMMITTEE**

17.01 The Employer and the Union agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by this Collective Agreement. The areas for discussion shall include, but not be limited to:

- i) hiring policies;
- ii) discipline and discharge policies;
- iii) training and promotion;
- iv) safety measures;
- v) matters that affect the working conditions of the employees

17.02 The Employer and the Union shall each appoint two (2) representatives to the Union-Management Committee. The Minutes shall record the business of each meeting and a copy published on the employees' bulletin board.

## **ARTICLE 18 - LICENSE TESTS**

18.01 Whenever it becomes necessary for an employee to undertake the renewal of a licenses or ticket, the Employer agrees to, where reasonably possible and practicable, provide appropriate equipment for this purpose.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

- 19.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.
- 19.02 INFORMAL PROCEDURE - As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.
- 19.03 The parties to this Agreement recognize that Union Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.
- 19.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to policy grievances or to payroll errors.

A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party directly to arbitration under Article 20 bypassing Step 1 and Step 2 of the Grievance Procedure. A

Policy Grievance shall be signed by a Steward, a Union Officer, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

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

19.06 Step 1

A grievance shall be submitted in writing to the Employer within seven (7) calendar days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the griever and the Union Representative within seven (7) calendar days of the day on which the grievance is submitted.

19.07 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) calendar days of the decision under Step 1 or within seven (7) calendar days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within ten (10) calendar days after the Step 2 grievance has been filed. The Employer shall forward a written response to the griever and the Union Representative within seven (7) calendar days of the day on which the Step 2 grievance is submitted.

## **ARTICLE 20 - ARBITRATION**

- 20.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 20.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after receiving the decision given at Step 2 of the Grievance Procedure.
- If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single arbitrator within ten (10) calendar days of service. The single arbitrator will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 20.03 The decision of the single arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 20.04 If the parties fail to agree to refer the matter to an agreed single arbitrator within seven (7) calendar days of service as aforesaid, either party may request appointment of an arbitrator as provided in the Labour Relations Code.
- 20.05 Notice of desire to arbitrate and of nominations of an arbitrator shall be served personally or by receipted delivery. If served by receipted delivery, the date of mailing shall be deemed to be the date of service.
- 20.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence

arbitration proceedings and if the party in default refuses to meet to appoint an arbitrator, the party not in default may request appointment of an arbitrator as provided in Article 19.05 to hear the grievance. The decision of the arbitrator shall be final and binding upon both parties.

20.07 It is agreed that the single arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits set out in Articles 19 and 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

20.08 A grievor found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay calculated on the basis of available work hours not worked, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitrator.

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

20.10 The parties will equally bear the expense of the single arbitrator.

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

## **ARTICLE 21 - DISCHARGE, SUSPENSION AND WARNING**

- 21.01 When a warning of record is called for, such warning shall be in writing with copies issued immediately to a Steward and to the Union office. Employees may request that a Union Steward be present for all disciplinary discussions. If such request is made, no reprimand will be made until a Steward or Representative can be present.
- 21.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following the suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration. This provision excludes probationary drivers.
- 21.03 Letters of discipline will not compound any further discipline after eighteen (18) months from the date of issue. On request, employees shall be granted access to their personal file.

## **ARTICLE 22 - TECHNOLOGICAL AND MECHANICAL CHANGE**

- 22.01 Technological and mechanical changes shall be defined to mean the introduction and use of equipment or vehicles which have not previously been used in the bargaining unit by the Employer and the use of which results in the termination or the laying off of regular employees.
- 22.02 The Employer shall advise the Union as far in advance as possible, and not less than ninety (90) calendar days prior to the introduction or technological or mechanical changes, and the

matter shall immediately become the topic of general discussion and consultation between the Employer and the Union, and particularly in regard to:

- a) the probable effect such changes will have on the number of employees within the bargaining unit;
- b) the probable effect on working conditions;
- c) any changes in job classifications.

22.03 In the event technological or mechanical changes result in a reduction in the work force or the demotion or promotion of employees, such reductions, demotions, or promotions shall be done in accordance with Article 12 as contained herein.

## **ARTICLE 23 – DEFINITIONS**

### 23.01 Regular Full-Time

A Regular Full-Time employee is an employee working a regular schedule of hours averaging not less than forty (40) hours per week over a thirteen (13) week schedule.

### 23.02 Regular Part-Time

A Regular Part-Time employee is an employee working a regular schedule of hours averaging a minimum of sixteen (16) hours per week over a thirteen (13) week schedule.

### 23.03 Casual

A Casual employee is an employee who works on an on-call basis.

## **ARTICLE 24 – CASUAL TO REGULAR STATUS**

- 24.01 Casual employees shall be eligible for regular employment status after completing two thousand and eighty (2080) hours with the Employer. Their seniority date shall be the date when they reach two thousand and eighty (2080) hours. At this point the casual employee shall become part of the bargaining unit and be covered by the terms and conditions of the Collective Agreement except those terms and conditions which only apply to regular employees with posted positions.
- 24.02 The Employer agrees to maintain a Casual Call-in List for casual employees covered under this article and offer available work based on qualifications, skill, ability and seniority.
- 24.03 The Employer shall maintain up to date records pertaining to casual employees including the following:
- Total hours worked since date of hire
  - Qualifications and skills
  - Classifications worked
- 24.04 Casual employees who have completed two thousand and eighty (2080) hours and successfully post into a regular position shall not be required to serve a probationary period.

A casual employee posting into a regular position shall have their eligibility for the Health and Welfare Plan determined by Article 13.05. Their vacation pay shall be added to each pay cheque at the rate of four percent (4%).

Until a casual employee posts into a regular position, they shall not be covered by the provisions of the following articles:



Article 10 – Vacations

Article 13 – Health and Welfare and BC Medical

Article 14 - Pension

Article 15 – Leaves of Absence

## **ARTICLE 25 – DURATION**

25.01 This Agreement shall be effective on the eighth (8<sup>th</sup>) day of January, two thousand sixteen (2016) and shall remain in effect until the seventh (7<sup>th</sup>) day of January, two thousand and twenty one (2021). Thereafter the Agreement shall remain in effect from year to year unless notice is given in writing by either party to the other of a desire to cancel, change, or amend any of the provisions of this Agreement. Such notice shall be given within four (4) months preceding the date of expiration of this Agreement.

25.02 Notwithstanding Article 25.01, the parties agree that all provisions of the expired Agreement will remain in full force until mediation procedures have been exhausted.

Signed at Fort St. John, BC, BC this 7<sup>th</sup> day of January, 2016.

**SIGNED on behalf of  
WORLD SHIP SERVICES LTD.**

**SIGNED on behalf of  
TRANSPORT, MARINE,  
WAREHOUSING AND ALLIED  
WORKERS UNION, CLAC  
LOCAL 66**

  
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Authorized BC Representative

**SCHEDULE "A"**  
**WAGE RATES AND CLASSIFICATIONS**

<b>CLASSIFICATIONS</b>	<b>Jan 8 2016</b>	<b>Jan 1 2017</b>	<b>Jan 1 2018</b>	<b>Jan 1 2019</b>	<b>Jan 1 2020</b>
<b>Journeyman Mechanic/Millwright/Electrician/Welder</b>					
Apprentice	\$ 36.05	\$ 37.31	\$ 38.62	TBN	TBN
Technician 1	\$ 39.14	\$ 40.51	\$ 41.93	TBN	TBN
Technician 2 (Two Years at Journeyman Level)	\$ 43.26	\$ 44.77	\$ 46.34	TBN	TBN

<b>Heavy Equipment Operator</b>					
Operator 1	\$ 41.72	\$ 43.18	\$ 44.69	TBN	TBN
Operator 2 (Proven Competency Multiple Machines)	\$ 42.75	\$ 44.24	\$ 45.79	TBN	TBN

<b>Hatchman/Forklift/Loader/Gantry Operator</b>					
Operator 1	\$ 41.72	\$ 43.18	\$ 44.69	TBN	TBN
Operator 2 (Proven Competency or Multiple Machines)	\$ 42.75	\$ 44.24	\$ 45.79	TBN	TBN

<b>Certified Crane Operator</b>					
80 ton or Below	\$ 42.75	\$ 44.24	\$ 45.79	TBN	TBN
Above 80 ton	\$ 49.44	\$ 51.17	\$ 52.96	TBN	TBN

<b>Tractor Trailer Driver</b>					
4 Axles or Less	\$ 41.72	\$ 43.18	\$ 44.69	TBN	TBN
5 Axles or More	\$ 42.75	\$ 44.24	\$ 45.79	TBN	TBN

TBN - To Be Negotiated as per Article 8.02

**SCHEDULE "A"**  
**WAGE RATES AND CLASSIFICATIONS**

<b>CLASSIFICATIONS</b>	<b>Jan 8 2016</b>	<b>Jan 1 2017</b>	<b>Jan 1 2018</b>	<b>Jan 1 2019</b>	<b>Jan 1 2020</b>
<b>Rigger</b>					
Uncertified	\$ 41.20	\$ 42.64	\$ 44.13	TBN	TBN
Certified	\$ 42.75	\$ 44.24	\$ 45.79	TBN	TBN
<b>Boatman</b>					
	\$ 41.72	\$ 43.18	\$ 44.69	TBN	TBN
<b>Labourer</b>					
	\$ 40.17	\$ 41.58	\$ 43.03	TBN	TBN
<b>Bulk Shiploader Operator</b>					
Operator 1 (Apprentice)	\$ 41.72	\$ 43.18	\$ 44.69	TBN	TBN
Operator 2	\$ 42.75	\$ 44.24	\$ 45.79	TBN	TBN
<b>First Aid Attendant</b>					
	\$ 40.17	\$ 41.58	\$ 43.03	TBN	TBN
<b>Working Lead Hand/Foreman</b>					
Starting	\$ 45.32	\$ 46.91	\$ 48.55	TBN	TBN
Proficient	\$ 47.38	\$ 49.04	\$ 50.75	TBN	TBN
Senior	\$ 50.00	\$ 51.75	\$ 53.56	TBN	TBN

TBN - To Be Negotiated as per Article 8.02

## **SCHEDULE "B"**

### **INSURANCE PLAN COVERAGE – GOLD PLUS ENHANCED**

(This Schedule does not form part of the collective agreement but is for information purposes only.)

- \$100,000.00 life insurance per employee under age 65;  
\$50,000.00 per employee between the ages of 65 and 75;
- \$100,000.00 A.D. & D. per employee under 65; \$50,000.00 per employee between the ages of 65 and 75;
- Dental plan at the latest fee schedule available;
  - Basic services: 100% up to \$2,000.00 per person annually
  - Comprehensive: 50% up to \$2,000.00 per person annually
  - Orthodontic: 50% up to \$3,000.00 lifetime maximum per child under 19
- Prescription drug plan for employee and family at 80% up to \$3,000.00 per person annually (or the provincial Pharmacare cap, if any) and 100% thereafter;
- Optical insurance for employee and family:
  - under 21: \$300.00 per year
  - 21 and over: \$300.00 every two years
- Extended health coverage for employee and family;
- Semi-private hospital coverage with no deductible for employee and family;
- Weekly indemnity insurance (to age 75) with 60% of earnings up to a maximum of \$700.00 per week, payable after the first day of accident or hospitalization and the 14<sup>th</sup> day of sickness, for a maximum of 119 days;
- Long term disability insurance with 60% of earnings, maximum of \$3,000.00 per month, payable after 120 days until age 65.
- Emergency Travel Assistance
- EFAP (Employee Family Assistance Program) through Morneau Shepell

## Benefit Plan - Frequently Asked Questions

**1. When do my benefits start?**

*Your benefits will commence when the conditions for eligibility as set out in your collective agreement have been met by you.*

**2. What must I do to enroll?**

*You must make sure that your completed enrolment form is mailed to the CLAC Benefits Team. You should receive this form in your sign-on package.*

**3. When will I receive my benefit start package?**

*You should receive your benefit start package at your home about six weeks after your benefit start date. For example, if your benefit start date was April 1, you would expect to see your package around May 15.*

**4. Why does it take this long?**

*This is the time required for your employer to send the information, for the Benefits Team to process this information, and for your package to be prepared and mailed.*

**5. What if I have claims before I receive my benefit start package?**

*Any claims incurred after your benefit start date will be covered. However, we cannot process claims until we receive and enter the information confirming your eligibility.*

**6. How do I make a claim?**

*All claims, except those covered by your drug card or electronic dental submission, can be mailed directly to Green Shield Canada with a completed claim form.*

- 7. Can my dentist send claims directly to Green Shield Canada?**  
*Yes. Your dentist can submit your claims electronically to Green Shield Canada.*
- 8. Where do I get claim forms?**
- *your union Steward*
  - *CLAC's website, [www.clac.ca](http://www.clac.ca)*
  - *the nearest Union office*
  - *the CLAC Benefits Team: 1-888-600-2522*
- 9. Will I receive a prescription drug card?**  
*Yes. This card is used at your pharmacy when you purchase prescription drugs. You should receive your drug card from Green Shield Canada about a week after you receive your benefit start package.*
- 10. What if I don't receive my prescription drug card?**  
*You may not receive a card if you have not completed your enrolment form, if your address is not complete, or if your birth date is missing. Contact the Benefits Team at 1-888-600-2522 to make sure you receive one.*
- 11. How do I make a disability claim?**  
*You must contact the Benefits Team for the proper claim form. This form must be completed by you, your doctor, and your employer. The form must be sent to the Benefit Administration Office for processing.*
- 12. Does my CLAC health plan cover my provincial health care premiums?**  
*Provincial health care covers the cost of such things as visits to your doctor, necessary surgery, and hospital visits. Your extended*

*health plan through CLAC does not include this coverage. However, your provincial health care premiums may be covered by a separate provision in your collective agreement. Check with your local union representative.*

**13. Does my plan cover me if I am travelling outside of Canada?**

*Your benefit plan covers emergency services that you obtain within 60 days of leaving the province where you live. Call the CLAC Benefits Team if you have any questions.*

**14. What is the Employee Family Assistance Plan (EFAP)?**

*Your EFAP is a CLAC-sponsored benefit that provides confidential, professional assistance for dealing with a broad range of personal difficulties. These include (but are not limited to) personal issues such as addictions, depression, anger management, marital and family issues, and anxiety. Should you require help, call Morneau Shepell at 1-844-880-9143.*

### **Pension Plan Questions**

**1. What must I do to enrol in the Pension Plan?**

*Complete the application form and beneficiary form (included in your new employee package) and return both to the CLAC Retirement MemberCare centre.*

**2. Who should I call if I have questions?**

*Contact the CLAC Retirement MemberCare team by phone at 1.800.210.0200 or by email at [retire@clac.ca](mailto:retire@clac.ca)*

*For more information on your CLAC Retirement Plans, contact the CLAC Retirement team or log on to myCLAC at [www.clac.ca](http://www.clac.ca) .*

*After logging in, click on “View Retirement”.*