

**COLLECTIVE AGREEMENT**

**between**

**THE MARITIME EMPLOYERS ASSOCIATION**

and

**THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,**  
**Local 1657**  
**Montreal Checkers and Coopers**

(Expiring on December 31, 2012)

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## **ARTICLE 1 - RECOGNITION**

### **1.01**

The Maritime Employers Association recognizes the accredited Union, International Longshoremen's Association, Local 1657, as the sole bargaining agent and representative for the employees who are covered by the geographical certification issued by the Canadian Industrial Relations Board.

### **1.02**

The International Longshoremen's Association and its affiliated Local 1657 recognizes the Maritime Employers Association as the sole bargaining agent and the sole representative of the Companies.

### **1.03**

Within seven (7) days of the signing of the collective agreement, the International Longshoremen's Association, Local 1657, shall advise the Maritime Employers Association in writing of the names of the business agent and members of its grievance committee. The M.E.A. shall advise the I.L.A. in writing of the names of its grievance committee within 7 days of the signing of the collective agreement and any changes throughout.

### **1.04**

The agreement shall apply to all persons employed and dispatched pursuant to the terms of this agreement for the performance of work under the control of management, in connection with all checking related to the loading/unloading of ocean vessels covered by the Local 1657 geographical certification.

### **1.05**

No person other than those included in the bargaining unit shall have the right to perform any work which is covered by the said bargaining unit except as is provided in clause 1.08.

### **1.06**

Management recognizes the right of the Union to name or choose a President, Business Agent, Training and Safety Coordinator and/or any other representatives they may require from time to time and agrees to recognize each of these persons for the purpose of policing the administration of this agreement.

### **1.07**

The parties recognize that members of Local 1657 will be assigned to work covered by this agreement and exclusively to employers who are members of the Maritime Employers Association. The Maritime Employers Association will provide Local 1657 with a list of said employers.

### **1.08**

All work coming within the scope of this agreement shall be given to members of Local 1657 in the following sequence:

- When all available employees listed in Appendix "E" and "F" have been assigned employees available in the reserve pool shall then be assigned.
- There will also be a supplementary list provided and maintained up ~~the~~ **to** date by the Union. After all the available labour has been utilized, the employer will then advise the Union after which the Union will provide additional labour.

## 1.09

All Checkers, Head Checkers, Coopers, Floormen and Stowagemen must be members of Local 1657, provided they do not exercise managerial functions.

The parties to this agreement agree that all checking in the Port of Montreal must be performed by members of Local 1657, when checking is required to be performed.

Checkers work, functions and duties are the following, but not limited to:

- All checking related to the receiving and delivery of cargo, baggage and containers and to the loading and unloading of all carriers must be performed by Checkers members of Local 1657.
- All checking related to containers that are processed with handheld computers or mounted radio frequency units in gantry cranes.
- All painting and stenciling of cargo, labeling of baggage and strapping of cargo in sheds or on sections must be performed by Coopers members of Local 1657. This does not include securing in containers, strapping of Mafis or pre-slung.
- Counting, separating and marking of cargo.
- Checking of empty/full containers for damages.
- Checking related to stuffing, destuffing of containers.
- Updating and shifting of containers in the terminal.
- **Placing and recording of seals on containers and sealed cargo within terminal confines except for containers under customs control.**
- **The verifying and placing of hazardous placards within terminal confines.**

## 1.10

The provisions of Article 1.09 shall not apply where other Unions or Locals have already been certified to perform said work or any part thereof. Should there be any dispute on the subject, the parties will petition the Canada Industrial Relations Board for a decision.

## 1.11

Should a difference arise concerning new production methods or new ships' loading or unloading processes or of any related operations which affect the health or safety of the men, the parties shall meet to resolve same and should they fail to do so, the difference shall be submitted to arbitration in conformity with the procedure herein elsewhere set out.

## **ARTICLE 2 – PURPOSE OF THE AGREEMENT**

### 2.01

The purpose of this collective agreement is to promote harmony and cooperation in the relationship between the companies, the M.E.A. and the Union, to improve the working environment, ensure the protection of property and establish working conditions to be observed by all parties, providing justice and safety to all concerned.

Moreover, the parties will ensure that the M.E.A. and its members, the Union, its representatives and members may fulfill their respective responsibilities in complete freedom.

### 2.02

In applying the present collective agreement, neither the employer, nor the Union, nor their respective representatives, will threaten, constrain or discriminate against any person by reason of his or her race, colour, nationality, social background, language, sex, pregnancy, sexual orientation, marital status, age, religious beliefs or lack thereof, political opinions, handicap, family ties, parental situation, situation of a person who has been granted a pardon

(following a conviction) or prevent that person from exercising his or her right relative to the present collective agreement or the law.

There is discrimination when such distinction, exclusion or preference in connection with the aforementioned motives results in destroying, compromising or restricting a right which that person enjoys relative to the present collective agreement or the law.

Notwithstanding the preceding statement, a distinction, exclusion or preference based on aptitude or qualities required to perform the tasks of a position is not considered discriminatory.

### **ARTICLE 3 – MANAGEMENT'S RIGHTS**

#### **3.01**

- a) The International Longshoremen's Association recognizes that Management has the right to manage and operate its establishments, machines and equipment, and to conduct its enterprises, including the right and power to maintain order and discipline, the whole subject to preserving the health and safety of the employees and in compliance with all legal requirements and the provisions of the present agreement.
- b) Management rights as set out in this agreement must be exercised fairly without discrimination, and shall treat all employees covered by this agreement in a just and reasonable manner, consistent, and in accordance with the terms of this Collective agreement.

### **ARTICLE 4 – DISCIPLINE**

#### **4.01**

- a) The Union agrees that it will not uphold incompetence, shirking of work, absenteeism, pilfering or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence or in possession of alcohol or **prohibited** drugs. An employee may be discharged or otherwise dealt with for committing any of the above offenses or for any other just cause (see Appendix "A" -Discipline Code), but a claim by an employee that he has been discharged or disciplined without cause may be the subject of a grievance. Any employee suspended or discharged by any employer will not be dispatched to any company unless he is reinstated by agreement of the parties or pursuant to the arbitration procedure.
- b) The MEA, the hiring companies and the union agree that the drinking of alcoholic beverages on the job or reporting for work under the influence or in possession of alcohol or illegal **prohibited** drugs will not be tolerated. Notwithstanding the foregoing, the parties agree to seeking solutions to social problems such as those brought on by alcoholism or drug abuse and favors an approach of help and support for those facing such problems.

#### **4.02**

Charges against an employee resulting in dismissal or suspension may be resolved by confirming the Maritime Employers Association's action, or by restoring the employee to his former position with full compensation for all time lost or by any other arrangement which is considered just and equitable by the parties, or by the arbitrator's decision, subject to the penalties set forth in Appendix "A".

#### **4.03**

- a) Any disciplinary decision taken by management as well as the reasons for it shall be conveyed by registered mail to the employee concerned and **by fax or e-mail** to the Local within ~~five (5)~~ **ten (10)** working days following the discovery of the infraction otherwise the sanction shall be deemed void. **However, any disciplinary decision taken by management as well as the reasons for it in case of a suspension of seven (7) days or more must be conveyed by registered mail to the employee concerned.**
- b) i) **Before imposing a suspension of one week or more, a dismissal, an administrative dismissal, the M.E.A. will advise the Union and the employee of its intention.**

- ii) **Before any sanction takes effect, a meeting must be held within five (5) working days between the M.E.A., the Union and the employee involved.**
  - iii) **The final decision must be communicated to the employee and the Union by registered mail within five (5) working days following the meeting mentioned in the preceding sub-paragraph**
  - iv) **When an employee is summoned to a meeting in accordance with paragraph ii) of this article and is subsequently suspended, the day of the meeting will be counted as one of the days of suspension.**
- c) **In cases involving sabotage, theft or assault, the procedure stipulated in the preceding paragraph b) will apply and the employee may be suspended without pay until a final decision has been taken.**
- d) **In order to apply the provisions of this collective agreement, the expression "working days" excludes:**
- **from Saturday 8:00 a.m. to Monday 8:00 a.m.;**
- and**
- **from 8:00 a.m. on a Statutory Holiday to 8:00 a.m. on the working day following said Statutory Holiday.**

#### **4.04**

The terms stated in the Discipline Code (Appendix "A") constitute the maximum penalties. However, for the term of this agreement, all records of disciplinary action taken against all members of the I.L.A. Local 1657 with respect to infractions relating to dispatch, including those for "leaving his work without permission", shall be removed from the individuals' file at the end of each year. All other charges, with the exception of dismissals, shall be removed from the individuals' file at the expiration of the collective agreement.

#### **4.05**

All decisions concerning disciplinary action must be taken by the Maritime Employers Association. ~~It is agreed that the Maritime Employers Association shall give Local 1657 at least forty-eight (48) hours notice of its intention to take disciplinary action. However, in cases where immediate action is warranted and in cases of "did not show" or "did not phone", such notice shall not be given.~~

The Maritime Employers Association agrees that if employees do not call the dispatch centre **or consult the M.E.A.'s website under the application "Assignment broadcast"** between 18h00 and 24h00 (13h00 and 24h00 on Saturday) to receive their work assignment for the following day or between 05h00 and 07h00 the same day, but present themselves at the hiring hall, they will be given their assignment if they have not already been replaced. Furthermore, the M.E.A. agrees that these employees who present themselves at the hiring hall will not be subject to any disciplinary measures whether or not they have been replaced.

#### **4.06**

A superintendent, as well as a walking boss or a foreman when employed as such, cannot be required to perform any work under the jurisdiction of Local 1657, failing which, the employer will pay the Union the equivalent of eight (8) hours of work in accordance with the applicable rate of pay.

### **ARTICLE 5 – GRIEVANCES AND ARBITRATION PROCEDURES**

#### **5.01**

Any difference relative to the application or interpretation of the present agreement or to any administrative dismissal constitutes a grievance under the terms of this agreement. Such grievance will be settled in accordance with the following procedures:

- a) Any complaint by one or more employees will be communicated to his Union Business Agent who will inform immediately and verbally the Maritime Employers Association.

If the grievance is not resolved within five (5) working days, the Union must formulate a grievance in writing within the five (5) working days following and forward it to the Maritime Employers Association to be submitted to the grievance committee.

- b) All grievances submitted to the committee up to Friday of the week preceding the committee meeting shall be dealt with at the semi-monthly grievance committee meeting which will take place the following week. The committee members will be appointed by the Maritime Employers Association and I.L.A. Local 1657. There is to be a minimum of (1) grievance committee meeting every month.
- c) A grievance may be discussed at a maximum of three (3) grievance committee meetings. If the grievance is not settled at these meetings, it may be submitted to a single **bilingual** arbitrator chosen in accordance with the present agreement within fourteen (14) working days.

**Any grievance that has not been settled or referred to an arbitrator after a period of three (3) months in accordance with the provisions of this article will automatically be considered withdrawn.**

- d) The party requesting the arbitration shall submit in writing a notice of his intention to the other party.
- e) The arbitrators will be recruited from "Arbitrage Accélééré Inc."
- f) When the arbitrators mentioned above are not available, an arbitrator will be chosen by the parties, or by the Minister of Labour if the said parties cannot agree on the choice of an arbitrator. The arbitrator's honorariums and fees will be equally divided by the parties.
- g) The arbitrator will have jurisdiction over any question relating to the interpretation or application of the agreement as well as the application, modalities and implementation of an arbitration decision, but he will in no way be empowered to amend, add to, or delete any part of this agreement.
- h) The arbitrator's decision will be final and binding for both parties.
- i) Pending disposal of a dispute in accordance with the above arbitration procedure, men will work as instructed by the companies subject to the provisions herein contained dealing with health and safety.
- j) Management recognizes the right of the Union to name or chose a President and Business Agent, and agrees to recognize each of these persons for the purpose of policing the administration of this agreement. However, it is understood that in the discharge of their responsibilities the President and the Business Agent will not interfere in the progress of the work of the employees nor hinder the companies in the exercise of their right to determine and direct the methods of operation and procedures in conformity with the provisions of this collective agreement.
- k) No provision of this collective agreement may be interpreted as allowing any member of the grievance committee or any other Union officer to give orders to employees in any aspect of their work. Neither the Maritime Employers Association, any company nor the Union will issue directives, rules or by-laws which would be contrary to the provisions of this collective agreement.

## 5.02

In the event that management wishes to file a grievance, it may do so following the procedure beginning 5.01(b) above and proceed therefrom as set forth in 5.01.

## 5.03

The time limits set forth in this Article are mandatory and failure to follow the above procedure shall be conclusive evidence of the abandoning or non-existence of a grievance or dispute. The time limits set forth in this Article exclude Saturdays, Sundays and statutory holidays but may be extended by mutual written agreement between the Union and the



Maritime Employers Association. If at any stage a reply is not received within the time limit, the other party shall consider this to be a negative reply and must process the grievance accordingly unless it is abandoned.

#### **5.04 ARBITRATION – SIMPLIFIED PROCEDURE**

**This procedure is used when the matter in dispute in the grievances is simple and well established and regarding which the disclosure of the evidence will be of short duration.**

- i) By mutual agreement, the parties may submit one or more grievance to arbitration in accordance with the simplified procedure;**
- ii) When choosing this formula the parties will not use outside resources to plead these grievances;**
- ii) The time limits for the simplified procedure are the same as those described in paragraph 5.01 above.**

**When this procedure is used by the parties, the services of the firm *Service d'arbitrage accéléré Inc.* will be used.**

### **ARTICLE 6 – PROHIBITION AGAINST STRIKES, LOCK-OUTS AND SLOWDOWNS**

#### **6.01**

In view of the orderly arrangements provided by this agreement for the settling of grievances, the Union agrees with the companies that during the lifetime of this agreement there shall be no strike, slowdown or stoppage of work either complete or partial, and the companies agree that there will be no lock-out.

### **ARTICLE 7 – PERMANENT STAFF**

**7.01** At the beginning of each contract signing, each employer will determine the number of permanent employees required.

Permanent staff on vacation, sick leave, CSST, leave of absence and Union activities covered by a bank of hours will be replaced at the employer's discretion. The criteria for replacement will be seniority inside the dispatchable primary employees.

**7.02** Permanent employees will be restricted to the following classifications. In each case, the applicable classifications and number of people shall be determined exclusively by the employing company.

- Head checker
- Stowagemen Containers
- Stowagemen General Cargo
- Floormen Containers
- Floormen General Cargo
- Coopers
- Checkers
- Container Terminal Checkers

#### **7.03**

The selection by the companies of the permanent employees will be from the job security qualified members with respect to seniority.

#### **7.04**

Employees required by an employer in addition to the permanent employees will be provided from the central dispatch and will be dispatched in accordance with the provisions of Article 9.

## **7.05**

The employer has the right at any time to add to or reduce the number of permanent employees, however, in the case of reductions, a written advice will be given five (5) days in advance to the union and each employee concerned.

## **7.06**

It is clearly understood that all employees on a permanent staff are fully flexible and interchangeable to perform any and all work governed by this agreement.

## **7.07**

For the classifications of Head Checker, Stowageman and Floorman, the permanent employees will be paid the premium rate at all times.

## **7.08**

In the event an employee working as stowageman or relief Checker is replaced while he is off for a meal period, he shall not be held accountable for stowage work and checking that was done during his absence.

## **7.09**

The employees required on permanent staff in accordance with this Article will be a matter for consultation between the Maritime Employers Association and Local 1657.

## **7.10**

Any permanent employee who, for a legitimate reason, cannot report to work, must advise his company at least one (1) hour before the start of his work period.

## **7.11**

Disciplinary sanctions for absenteeism shall apply equally to all employees whether permanent or regular.

## **7.12**

In the event of reduction of permanent employees in accordance with Article 7.05, recognition of seniority will be given to the employee providing he demonstrates his capability to fulfill the requirements of the classification involved.

## **ARTICLE 8 – SENIORITY, CLASSIFICATIONS AND TRAINING**

### **8.01**

- a) The Maritime Employers Association agrees to recognize and apply the Union's seniority list as presented by Local 1657;
- b) Employees who have thirty (30) years of service, and/or have reached the age of sixty (60), may be exempted from work on night shifts at their request. A maximum of five (5) employees (only one permanent staff by terminal) may apply for such an exemption and the choice will be made according to seniority. However, the M.E.A. and Union classification committee will discuss the maximum number of employees eligible in each classification.

### **8.02**

The Union and the Maritime Employers Association jointly must be satisfied that the men on the seniority list have been continuously employed as members of Local 1657 in the Port from date of membership.

### **8.03 Allowable breaks in service**

An employee shall maintain and accumulate seniority under the following conditions:

1. Absence due to illness or injury when certified by a medical practitioner;

2. Absence due to leave of absence up to a maximum of one (1) year provided such leave is requested in writing at least fifteen (15) days in advance;
3. Promotion as a Union officer;
4. Absence due to training or educational courses.
5. Absence due to rehabilitation for drug or alcohol dependency when certified by a medical practitioner.

#### **8.04**

- a)** For the purpose of this agreement, continuous service shall be considered broken and an employee shall lose all of his seniority, and his employment rights shall be terminated if:
- 1) he voluntarily resigns; or
  - 2) is discharged and not reinstated subject to the grievance procedure; or
  - 3) overstays a leave of absence without reasonable cause and/or permission; or
  - 4) retires.
- b)** It is agreed that the Maritime Employers Association shall not effect any buy-out without the Union's consent, which consent, however, shall not be withheld unreasonably and that failing agreement, the matter may be submitted to arbitration.

#### **8.05**

Any employee who has been elected or appointed to an office within the Local will have the privilege and right of reintegration into the workforce at the end or completion of his mandate with the Local.

#### **8.06**

An employee who is promoted out of the bargaining unit shall continue to maintain and accumulate seniority so long as he continues to be employed by a company who is a member of the Maritime Employers Association. It is agreed that, prior to effecting such promotion, the Maritime Employers Association shall consult with Local 1657.

#### **8.07 Position Posting**

When a vacancy occurs in any classification set forth in this agreement or if a new position arises within, management shall notify the Union forty-eight (48) hours in advance. Management then shall proceed to post notice of such vacancy or new position on bulletin boards requesting employees in the bargaining unit to tender bids on such vacancy or new position. The notice shall be kept posted for ten (10) working days in such places as the dispatch hall and in the sheds **and on the M.E.A.'s website.**

**8.08** In cases where more than one candidate is being considered for promotion, provided all candidates possess equal skill and ability, seniority shall be the criterion for promotion. No employee shall be entitled to more than two (2) successful bids through the job posting procedure in any calendar year, unless such additional bids are the result of a lay-off for reduction of a permanent staff. The employer agrees to fill all jobs that have been posted.

#### **8.09**

When a Union member believes that a position has been given in violation of his rights, by virtue of this agreement, he can submit a grievance in conformity with the grievance procedure.

## 8.10

### a) Classifications

All employees shall be classified by the Maritime Employers Association in accordance with the classifications set forth hereunder or as may be added from time to time during the life of this agreement.

CFRUI – Logistec / Fruit checker  
CHECK - Checker  
CNTVS – Container Terminal Checker  
COOP - Cooper  
CTCEM – Empire / Checker  
CTCLO – Logistec / Checker  
CTERM – Termont / Container Terminal Checker  
ECOOP – Empire / Cooper  
FLOOR - Floorman  
HCHec - Head Checker  
LCOOP – Logistec / Cooper  
RACOV – Racine Terminal / Container Terminal Checker  
SCTSK – Cast Terminal / Container Terminal Checker  
STOW - Stowageman

- b) Notwithstanding the foregoing, Management will have the right to create classifications for container operations based on individual company requirements. Persons in such classifications will be assigned by the dispatch centre.
- c) In the event a new classification is established, Management shall determine the number of employees it requires at the primary level and proceed to fill these needs through the application of the normal posting procedure and according to Article 8.12 herein.
- d) In the event a classification is eliminated, those employees who held such classification at the primary level shall be reclassified by Management after a five (5) day notice, to his/her previous primary classification.
- e) A training and classification advisory committee will be formed with two (2) representatives from both parties;
- i) The objectives of the committee will be to:
    - a) submit any propositions or suggestions relating to any problem concerning classifications.
    - b) advise the employer on the adding or removal of a classification in general or to an individual.
    - c) submit any propositions or suggestions related to any problems concerning training;
  - ii) The committee will meet on a regular basis at intervals determined by the members of the committee.

## 8.11

Each employee must be classified for all the classifications in which he is capable of qualifying.

## 8.12 OCCUPATIONAL TRAINING

The employer agrees that occupational training is required in order to insure full employment, a better utilization of the workforce and to be able to deal with technological changes and new operations. The employer will therefore establish an occupational training program for employees and to this end will encourage the use of trainers supplied by the Union and coming from the bargaining unit.

## **1. Training Program**

- a)** The occupational training program is comprised of various training programs which apply, when required, to existing or future classifications. Each training program will outline in detail the training to be done including the methods to be used, the content of the courses, the number of hours spent on theory and on practice, the duration of the courses as well as the methods used to evaluate participants.
- b)** A training committee will be formed. This committee will include two (2) representatives of each party and its mission will be to counsel the M.E.A. on the planning and implementation of occupational training courses.
- c)** Each training program will be submitted to the Union in advance through the training committee. The Union will give the names of the employees wishing to become trainers. The training program mentioned in paragraph a) will then be given to the training committee so that it may study and comment on its content. The Checker-trainers in the classification for which the courses are being planned or Checkers who have acquired specific experience in this classification may be invited to be part of the committee on an ad hoc basis;
- d)** The training committee will comment on all aspects of the proposed course and, if required, will suggest modifications to the course.
- e)** After having received the training committee's comments and suggestions, or if no comments are received within 15 working days, the M.E.A. will finalize the preparation of the training course and will give a copy to the training committee.
- f)** The training committee will, if so requested by the parties, revise a training course or propose modifications to said course.
- g)** When the M.E.A. realizes that some training will be required following a technological change, a new operation or a new method of work, the process provided in these sub-paragraphs will apply.

## **2. Selection Process**

- a)** When training is required as a result of an opening within a classification, or following the realization that future training will be required in a classification, the M.E.A. will post the training program and include:
  - the type of training, the nature and duration of the training program;
  - the obligation of having to take a medical exam, solely for classifications needing a specific physical requirement.

The notice will be posted during seven (7) working days in rest rooms, workshops, the various sectors, and the hiring hall.

- b)** Any refusal as a result of failing the medical exam, as the case may be, may be contested by the employee or the Union by submitting to the employer a medical examination report from the employee's own physician.

In case of disagreement between the two (2) physicians, they will submit the case to a physician of their choice whose opinion will be binding.

- c)** Candidates for training courses are chosen according to seniority among applicants with the employee with the most seniority being chosen first.
- d)** If there is an insufficient number of applicants after having posted the training program notice, the M.E.A. may fulfill its needs by choosing candidates by inverse order of seniority;

## **3. Training Process**

- a)** Candidates whose application has been accepted following the selection process described in sub-paragraph 2) will not be available for dispatch in order to participate in the training process.

Should the training process be suspended or should there be a shortage in the candidate's primary classification, he/she may temporarily be reintegrated into the dispatch system in his primary classification or permanent position on the day shift only.

Should the training process start on Monday, he/she will be available only on the day shift for the previous Sunday dispatch.

Should the candidate fail the training course, either at the end of said course or during the period of adaptation, he/she will be reintegrated into the dispatch system or permanent position according to his primary classification.

The employer's decision may be submitted to arbitration in accordance with the provisions of Article 5 of the Collective agreement and the burden of proof will lie with the employer.

- b)** As pertains to this collective agreement, the hours spent in training are considered as hours worked and will count towards the dispatch lists as defined in Article 9.01 c) of the Collective agreement.
- c)** The employees who have successfully completed all phases of the training process will be given, during the adaptation period, the primary classification for which they had applied.

The adaptation period lasts for two hundred and forty (240) hours of work.

The employer will communicate on a regular basis with the employees during their period of adaptation in order to keep them abreast of their progress.

- d)** The resource person hired as such by the M.E.A. in consultation with the Union trainer will be the sole person to judge whether an employee has successfully completed the training course.

#### **4. Trainer**

- a)** The Union will supply the names of employees wishing to become trainers. When a stowageman is required to act as a trainer, he/she will be paid the trainers rate.
- b)** The employee who accepts to become a trainer must possess:
  - the experience and competence required in this classification;
  - the skill to transmit the information;
  - the capability of evaluating the results.
- c)** The employee accepted as trainer must submit to a training process to become an adult trainer.
- d)** The employee who becomes a trainer will be taken off the dispatch during this period.

Should the training process be suspended or should there be a shortage in the employee's primary classification, the employee trainer may temporarily be reintegrated into the dispatch system in his/her primary classification on the day shift only.

- e)** The hourly wage rate for trainers is one and one half times the basic rate for the day shift, and twice the basic rate for the evening shift, the night shift, weekends and statutory holidays.

#### **8.13**

The provisions of Article 8.12 apply as well in cases of training at the secondary level.

#### **8.14**

Any employee who has been temporarily promoted, or has been appointed to a function

within the Union, will be permitted to reintegrate into his former employment and primary classification, at the term of said promotion or at the end of his mandate with the Union. The employees who are to be reintegrated into the work force from their functions as Union representatives will be given a refresher course or any new course that may be necessary due to technological changes or new working methods that have taken place during their term as Union representatives before being assigned in such position.

## **8.15**

**The employer will reimburse the Union a maximum amount of seventy dollars (\$70.00) monthly, on presentation of supporting documents to cover the costs of a cellular phone for the training representative.**

## **ARTICLE 9 – DISPATCHING PROCEDURE**

### **9.01**

- a) The parties agree that the dispatch of the work force is the exclusive function of Management.
- b) Each Union member of Local 1657 will hold a primary classification of Checker as per Art. 8.10 and CNTVS and/or CHECK as secondary. Stowagemen, Floormen and Coopers secondaries will be based on the requirements of the employer.

### **c) Lists and Call Procedures**

**As provided in Article 14.04 daytime shifts include shifts starting before or at 13:00; evening/night shifts include shifts starting at 16:00 and after.**

Before noon every Wednesday, Management will provide Local 1657 with the following dispatch **sequence** lists for employees covered by the Job Security Plan:

#### **i) Weekdays dispatch sequence for employees working in primary container classifications**

1. The cumulative assignments worked and offered on evening/night shifts;
2. Seniority (inverse order for daytime shifts).

**Assignment preference on daytime shifts will be given to those who have accumulated the most assignments on evening/night shifts, subject to the priority of employees restricted to a daytime assignment only;**

**Assignment preference on evening/night shifts will be given to those who have accumulated the least number of assignments on those shifts.**

#### **ii) Weekdays dispatch sequence for employees working in secondary classifications**

1. The cumulative advanced hours used to determine the level of guarantee of each employee, as stipulated in Article 11 or Article 12 as the case may be;
2. Seniority (inverse order for daytime shifts).

**Assignment preference on daytime shifts will be given to those who have accumulated the greatest number of advanced hours, subject to the priority of employees restricted to a daytime assignment only;**

**Assignment preference on evening/night shifts will be given to those who have accumulated the least number of advanced hours.**

#### **iii) Weekends and statutory holidays dispatch sequence according to the provisions of Article 13**

- 1. The cumulative hours worked and offered exclusively on Saturdays, Sundays and holidays excluding the hours worked on a voluntary basis, subject for statutory holidays to the priority of employees restricted to a daytime assignment only;**
- 2. Seniority.**

**Assignment preference will be given to those who have accumulated the least number of hours worked on the aforementioned days.**

Furthermore, the following rules apply:

- 1) Assignments for work mentioned in Article 14.04 will be given in the following sequence ~~08h00 when applicable, 16h00, 16h30, when applicable and 24h00~~ **from the earliest daytime shift to the latest evening/night shift;**
- 2) The available employees in any given primary within their terminal will be distributed in equal numbers of each work period for which they are required.  
  
However, each employer may increase the proportion of primaries to be assigned to their terminal on **evening/night shift** ~~the work periods starting at 16:00, 16:30 and/or 24:00;~~
- 3) For the purpose of dispatching and the resulting compilation of hours of work and non-availability, the day will start at 08h00 and will end at 07h59 the next day;
- 4) Compilation of hours worked or offered according to the list mentioned in Article 9.01 (c-iii-1.) for employees working on shifts, will be for the period starting at 08:00 Saturday to 07:59 Monday and for the period starting at 08:00 on a holiday to 07:59 the next day.

- d) Employees covered by job security (Appendix E) will be divided into four (4) equal groups (week A, week B, week C, week D) according to their primary classification.**

**On a weekly basis from Monday to Friday inclusively, each group in turn may only be assigned on daytime shifts with the applicable extensions, as the case may be and will have assignment priority on these shifts;**

**Employees will only be assignable on daytime shifts the Sunday preceding their daytime weeks.**

## **9.02 Organization of classifications**

For the purpose of dispatch, the classifications defined in Article 8 will be organized as follows:

- a)** Each classification will be divided into two (2) separate groups called primary and secondary.
- b)** Management shall have the exclusive right to determine the number of employees required at the primary and secondary levels of each classification at any time. As such, Management may increase/decrease the number of employees at the primary and/or secondary levels of any classification as it deems necessary.
- c)** Each employee must, at all times, hold only one primary classification.
- d)** At the time they are called, all employees will be advised of the classification, vessel and company, and the possibility of working dangerous cargo, to which they have been assigned.

## **9.03** The following workforce will be used for continuous operations:

2 employees for 1  
3 employees for 2



5 employees for 3  
6 employees for 4  
8 employees for 5  
9 employees for 6  
11 employees for 7  
12 employees for 8  
14 employees for 9  
15 employees for 10  
etc.

#### **9.04 Definition**

- a) If an employee is absent for any reason whatsoever and, therefore, unable to accept a work opportunity which he would otherwise have obtained, these hours will be considered as "hours offered".
- b) An employee who is legitimately unavailable for a prolonged period of time (i.e. more than two [2] days) shall retain his relative pick status upon return that he had when he left. Hours for suspension, however, will be considered as hours offered.
- c) For the purpose of this agreement, a work period means the beginning of a work period to the meal period.

#### **9.05**

Employees may, at any time, be required to perform any work covered by this agreement. ~~within the same company.~~ However, it is understood that only employees holding the classification of "cooper" may be required to perform cooperating work.

#### **9.06**

- a) Any regular employee who, for a legitimate reason, will be unavailable, must so advise the dispatch centre prior to 15h00 on the preceding day (prior to 10h00 on Saturday). However, in the event the reason occurs too late to permit such notice, the employee must advise the dispatch centre during the call time set forth in Article 9.09. If such is impossible, the employee must call the dispatch centre between 06h00 and 07h00 on the day in question or at any time prior to the beginning of their shift.
- b) If he should be absent for more than a day, he must advise the dispatch centre accordingly. When he returns to work, he must go to the hiring hall and complete a form to this effect.
- c) Management must provide an adequate communication system to permit employees to give notice of absence.

#### **9.07**

No employee will be employed unless he has been assigned by the dispatch center **or in the case of article 1.08, 3<sup>rd</sup> paragraph.**

#### **9.08**

All the men covered by the Job Security Plan will be available for work from Sunday to Saturday inclusively and must phone the dispatch centre during the prescribed call-in times set forth hereinafter.

#### **9.09**

- a) All employees must call the dispatch centre between 18h00 and 24h00 daily (13h00 and 24h00 on Saturday), to receive their work assignment for the following twenty-four (24) hour period. It is understood that in the case of shift work, such twenty-four (24) hour period shall commence at 08h00 the following day.

If they wish to work on a fishing assignment during week-ends and statutory holidays, they will indicate their availability when they call as provided in the above paragraph, and phone again the following day between 05h00 and 07h00 to be informed of their fishing assignment. All fishing assignments will be given by seniority.

Employees associate-members of the Union whose names appear in Appendix "F" form the reserve pool. Employees in the reserve pool who wish to work must call the dispatch centre between 18h00 and 24h00 to register their availability for assignment for any work period the next day. Employees registered must also call the next day between 05h00 and 07h00 to receive their assignment.

Any employee who has registered his availability for work and who omits to call between 05h00 and 07h00 to receive his assignment will be subject to a disciplinary measure in accordance with Appendix "A" (Discipline Code).

Subject to the application of Article 14.05, all employees associate-members of the Union must make themselves available for fishing at 08h00 in order to get a fishing assignment at 16h00, 16h30 or 24h00.

Any employee associate-member of the Union who refuses a fishing assignment or does not report at the start of a work period will be considered absent for the entire day.

- b)** All employees assigned to the dispatch hall will be informed if refrigerated cargo (reefer) is being worked in the Port that day. Coopers, Stow and CFRUIT assigned to the hall will be told the night before of their assignment.

Employees assigned to the hall during the normal call-in period must phone the dispatch centre between 05h00 and 07h00 for redispach.

Employees assigned to the hiring hall or seeking work shall be present in the hall before dispatch begins, unless re-assigned by the dispatch centre. Furthermore, employees assigned as CFRUIT, COOPER and STOW classifications will be dispatched as Checkers only after all other employees assigned to the hall and who possess the Checkers classification.

Employees assigned to companies with labour shortages at 08h00 may be returned to the hall for re-assignment on a one-time only basis and when this occurs, the employee being returned to the hall will be the last one on the applicable time sheet. It is understood that the wages for the employee concerned will commence at 08h00.

- c)** Following the order of classifications established by Management and taking into account the list as provided in Article 9.01(c-i), the assignments on the supplementary dispatch, e.g. between 05h00 and 07h00, as well as from the hall at 08h00 will be given firstly following the primary classifications and then by the secondary classifications.

## **9.10**

Notwithstanding the provisions of Article 9.09, week-end work shall be assigned exclusively to a specific number of members of Local 1657. This number will be flexible in keeping with the requirements of the Port as required by Management.

## **9.11**

All employees who do not report at the start of a work period will be considered absent for the entire day.

## **9.12**

~~It is agreed that a list of thirty five (35) Hold Checkers will be established by the joint committee and that the number may be increased or decreased during the life of the agreement depending upon the necessity. Furthermore, the Maritime Employers Association may, for valid medical reasons, grant exemptions from Hold Checker classification.~~

## **9.13**

~~The joint committee referred to above in this Article will be comprised of one (1) member from each of the parties.~~

## 9.14

~~Any member of the Union subpoenaed to give testimony on matters arising from his employment as a Checker shall be paid eight (8) hours at the straight time basic wage rate and such time will be considered as hours worked for purposes of job security.~~

## 9.15

Checkers having been given their assignment for the next day's work and time, cannot have that assignment changed by the employing company.

**Notwithstanding the above paragraph, the employer may ask an employee to do any work related to the classification under which he has been assigned.**

**Employees may be transferred from one ship to another, from a hatch to another, from one job to another job, from one classification to another classification, from the hold to the shed and vice-versa.**

## 9.16

The M.E.A. will send the daily dispatch reports to the Union by computer communication as soon as said dispatch has been finalized.

All modifications resulting from operational requirements will be sent to the Union as soon as possible.

## **ARTICLE 10 – JOB SECURITY PLAN ELIGIBILITY**

### 10.01

- a) All Checkers, members of Local 1657, whose name appear on the list of one hundred and ~~twenty-five~~ **twenty-one (125) (121)** employees submitted by the Maritime Employers Association at the signing of this agreement, constitute the group of employees currently eligible for benefits under the Job Security Plan.

Any departure, death, retirement or early retirement will be replaced in accordance with the terms of the collective agreement.

- b) It is agreed that, at the end of each calendar year, the M.E.A. will review the number of employees to be included in the list of employees covered by job security as stipulated in Article 10 for the period starting at the beginning of the next summer season to the end of the subsequent winter season. This number is determined in the following manner:

- i) The 1998 calendar year is the year of reference on which the calculations will be based.

- ii) The hours of work will be those worked from Monday to Friday by regular employees (Status 1), permanent employees (Status 3), employees associate-members (Status 4), and the Union spare list (Status 9).

The number of hours of work from Monday to Friday for these employees for the 1998 calendar year has been established at 182,398 hours.

- iii) If the number of hours of work for the past year is inferior to the number of hours of work in the year of reference (1998), then the difference between the two aforementioned amounts will be divided by 2000. The result of this calculation subtracted from 125 will represent the number of employees to be covered by job security (minimum 120).

If the present number of employees covered by job security is inferior to the result of the last calculation, the M.E.A. will proceed with the necessary hiring.

- iv) If the number of hours of work for the past year is superior to the number of hours of work in the year of reference (1998), then the difference between the two aforementioned amounts will be divided by 2000. The result of this calculation to which will be added 125 will represent the number of employees to be covered by job security (maximum 130).

If the present number of employees covered by job security is inferior to the result of the last calculation, the M.E.A. will proceed with the necessary hiring.

- v) No departure, death, retirement or early retirement will be replaced for the period between the beginning of the next summer season until the end of the subsequent winter season, unless the number of employees covered by job security is inferior to the calculation stipulated in the preceding paragraphs iii) or iv).
- vi) No departure, death, retirement or early retirement will be replaced for the period from December 1 to December 31 if the number of hours of work at November 30th of the current year is inferior to the number of hours of work at November 30th of the preceding year.
- vii) No departure, death, retirement or early retirement will be replaced for the period from January 1 to the beginning of the job security summer season, if the number of hours of work of the past calendar year is inferior to the number of hours of work of the year preceeding the past year.

#### **10.02**

A member of Local 1657 fulfils all conditions of eligibility while serving as representative or business agent paid full time by his Local. It is understood that these members will not receive the benefits of the Job Security Plan during their mandate but will be eligible to said plan when their mandate as Union Officer is terminated. The same principle applies to members of Local 1657 eligible to the Job Security Plan who, through a written permission, momentarily cease to work as Checkers in order to continue their studies.

Any eligible member may, with the employer's permission, act as part-time representative; said permission will not be unduly refused. All hours worked as part-time representative will be considered as hours worked in accordance with the terms of this agreement.

#### **10.03**

All employees whose name does not appear on the list as outlined in clause 10.01, or any worker hired during the period covered by this agreement will not be eligible to benefits from the Job Security Plan. Furthermore, any employee who:

- a) Voluntarily resigns, or
- b) Is discharged and is not reinstated subject to grievance procedures, or
- c) Overstays a leave of absence without reasonable cause and/or permission, or
- d) Retires, or
- e) Reaches the age of sixty-five (65) during the year or on December 31,

will cease to be eligible for the Job Security Plan payments.

#### **10.04**

Any eligible Checker who has been unavailable for work, due to an accident or illness, in excess of five (5) days, cannot return to his job and enjoy the benefits of the Job Security Plan until satisfactory proof has been presented to the Maritime Employers Association attesting that he can efficiently work as a "Checker".

#### **10.05**

Inasmuch as is permissible by law, hours paid by the Job Security Plan will be considered as hours worked for the purpose of the welfare plan, the Quebec pension plan, employment insurance regulations, the Quebec health insurance and the vacation plan.

## 10.06

If, in Management's opinion it is necessary to increase the number of employees on Job Security during the life of this agreement, the employer will follow the hiring procedures as outlined in Article 28.

## **ARTICLE 11 – JOB SECURITY PLAN**

### 11.01

- a) Each employee whose name appears on the list in Group I of Appendix "E" will be guaranteed the equivalent of sixteen hundred (1,600) hours over a forty (40) week period ending the last Saturday in December each year.
- b) Each employee whose name appears on the list in Group II of Appendix "E" will be guaranteed the equivalent of twelve hundred and eighty (1,280) hours for the calendar year in which he becomes a member of the Job Security Plan, of fourteen hundred and forty (1,440) hours and of sixteen hundred (1,600) hours respectively for the two subsequent calendar years.
- c) **All new employees covered by the Job security plan described in Article 11.01 b) will be guaranteed the equivalent of twelve hundred and eighty (1,280) hours for the first three (3) calendar years in which he became an employee of the Job Security Plan described in articles 10 and 11 of the collective agreement and of sixteen hundred (1,600) hours for subsequent calendar years.**

### 11.02

For the purposes of calculation, one (1) hour worked or offered counts for one (1) hour, whatever the rate of remuneration applicable. Furthermore, all hours worked or offered from Monday to Friday inclusively during the forty (40) weeks of the guarantee will count in the determination of the level of guarantee. However, extensions hours will not count.

### 11.03

The guarantees referred to in Article 11.01 a) and b) shall be reduced for any reason of unavailability, including the following:

- a) statutory holidays to a maximum of eight (8) hours per day;
- b) vacations up to forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be;
- c) the imposition of disciplinary measures to a minimum of eight (8) hours per day, in accordance with the Discipline Code;
- d) refusals or absences from work at the rate of not less than eight (8) hours per day according to the assignment and, if applicable, in multiples of eight (8) hours, from Monday to Friday.
- e) absences due to long-term disability or an accident at work covered under the C.S.S.T., or accidents covered by La Régie de l'assurance-automobile du Québec or pursuant to the legislation for indemnisation of victims of criminal acts, to the extent of not more than eight (8) hours per day and forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be;
- f) the case stipulated in Article 11.07 up to a maximum of eight (8) hours per day and forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be.

### 11.04 **Administration**

Each employee eligible for the Job Security Plan will be eligible to receive advances of up to the equivalent of forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be, less the deductions referred to in Article 11.03, if applicable. An employee laid-off, as stipulated in Article 11.08, will not be eligible for advances for each week of lay-off.

### **11.05**

Employees will receive each week a statement related to their status in the Job Security Plan.

### **11.06 Limit of financial liability**

The financial obligation described in this Article is in no way the personal responsibility of the Directors of the Maritime Employers Association nor the responsibility of the companies they represent within the Maritime Employers Association.

### **11.07**

Any case of "force majeure", which would result in total or partial stoppage of operations mentioned in Article 1.09, will release the employer of any obligation relative to the Job Security Plan.

### **11.08**

The Maritime Employers Association can, each week, lay-off employees included in Appendix "E" who are not required. The status of laid-off employee applies also to each employee included in Appendix "E" who, during a period of seven (7) days, from Sunday to Saturday, has not been assigned to work. The laid-off employees may be recalled subject to a three (3) day notice.

Nevertheless, the Maritime Employers Association agrees to maintain the supplementary Unemployment Benefit Plan, to be applied in case of a lay-off such as described in the preceding paragraph, which would complement the employment insurance benefits up to 100% of the basic remuneration.

The provisions of this supplementary Unemployment Benefit Plan are indicated in the document explaining this Plan which is registered with the Employment Insurance Commission, copy of which appears in Appendix "C" of this collective agreement.

Each lay-off period reduces the level of guarantee of each employee for up to eight (8) hours per day and forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be.

### **11.09**

The Job Security Plan in this collective agreement is based on the eligibility of the employees to employment insurance seasonal benefits as well as to a supplementary unemployment benefit plan inherent to our industry.

In the event the government, by its laws or regulations, abolished one or the other of these plans, the parties agree to reopen this collective agreement in its entirety and it will then be subject to negotiation.

### **11.10 Special Job Security Plan for Employees Aged 60 Years and Older**

1. Any employee covered by the Job Security Plan who is aged sixty (60) years and older or has thirty (30) years of service at December 31st of the year in progress and wants to adhere to the special Job Security Plan must forward his written request to the employer before November 1st of the year preceding the year in which he wishes to adhere to the special plan;
2. The employer will allow a maximum of ten (10) employees to adhere to this special plan, according to seniority;
3. Each employee who adheres to this special Job Security Plan will be guaranteed the equivalent of eight hundred (800) hours during a period of twenty (20) weeks beginning the first Sunday of May;
4. The reduction in guarantee as stipulated in Article 11.03 applies to this special plan, except for the provisions of paragraphs b) and e) of Article 11.03;

5. At the end of the twenty (20) week period, the employee is laid-off for a period of thirty-two (32) weeks without having the right to benefit from the supplementary unemployment insurance provided in Appendix "C";
6. The employee who adheres to this special plan will not be eligible to the weeks of vacation provided for in the collective agreement but will receive for that work period a vacation pay calculated in accordance with Article 16.05 i) only;
7. The employee who no longer wishes to benefit from this plan must advise the employer in writing before December 1st of the year preceding the year in which he wishes to withdraw from that plan.

#### **11.11**

**Based on the information available to the Maritime Employers Association prior to the lay-off procedure, the Maritime Employers Association agrees not to lay-off an employee who is not eligible to benefits described in article 11.08 if another employee entitled to benefits can be laid off. These changes will be made as long as operational issues are not affected.**

### **ARTICLE 12 – WINTER GUARANTEE**

#### **12.01**

At the beginning of November each year, the employer will set up "A", "B" and "C" lists of employees after consultation with the winter guarantee advisory committee described in Article 12.15 of the present collective agreement.

#### **12.02**

The employer will choose a minimum of eighty-nine (89) employees including all permanent staff who will be included in the "A" list, taking into account the required classifications and the employees' seniority. Employees listed in Appendix "E" at the date of the signing of this collective agreement will have priority on the new employees.

#### **12.03**

The employer will select the name of employees who will form the "B" list and who have not been selected to be part of the "A" list.

Should the number of employees who have volunteered for winter work be insufficient, the employer may fill its requirements according to the necessary classifications by inverse order of seniority up to the number of employees required in the "A" and "B" lists.

#### **12.04**

Each employee on the "A" list will be guaranteed four hundred and eighty (480) hours or three hundred and eighty-four (384) hours or four hundred and thirty-two (432) hours, as the case may be, for the duration of the twelve (12) weeks of the winter season, immediately following the guaranteed period provided in Article 11.01.

#### **12.05**

For the purpose of calculation, one (1) hour worked or offered counts as one (1) hour irrespective of the applicable rate of pay. Furthermore, all hours worked or offered from Monday to Friday inclusively count in determining the level of guarantee. However, extensions hours will not count.

#### **12.06**

Notwithstanding the above, the guarantees described in Article 12.05 will be reduced for all reasons of non-availability, including the reasons set forth in Article 11.03, as well as those stipulated in Articles 12.10, 12.11 and 12.12.

#### **12.07**

Article 11.08 also applies to the winter guarantee only for employees on the "A" list.

## **12.08**

The administrative procedure covering the winter guarantee is identical to those described in Article 11.06.

## **12.09**

It is agreed that the limits of the liability described in Articles 11.06 and 11.07 also apply to payments made during the winter season.

## **12.10**

In addition to the provisions of Article 11.07, it is understood that, should a ship be unable to dock because of ice conditions, Management will be released of its obligations with regard to job security.

## **12.11**

Furthermore, Management will also be released of its obligations with regard to job security should an ice-jam close the St. Lawrence River to navigation, thereby preventing any ship from reaching port.

## **12.12**

January 1st and 2nd are non-working days and, as such, are deducted when calculating job security, from Monday to Friday.

## **12.13**

Only the hours effectively worked will be paid to employees whose names appear on the "B" list; these employees do not benefit from job security during the winter season. Management will endeavor to give work right up to Friday to all employees called to work on Monday.

## **12.14**

The employees included in the "A" and "B" lists must observe all provisions and rules set forth in the collective agreement.

## **12.15**

A winter guarantee advisory committee is created to advise the M.E.A. on the setting up of "A", "B" and "C" lists. The "C" list described in the present Article will include a maximum of 25 (twenty-five) employees.

The committee will be formed of two (2) members, one from each party and will meet every year at the beginning of November.

The committee's business for the year will be completed once all three lists are finalized for the year.

## **ARTICLE 13 – STATUTORY HOLIDAYS**

### **13.01**

Under the present agreement, the following days are legal holidays:

1. New Year's day (non-working)
2. Good Friday
3. Victoria Day
4. St-Jean Baptiste day (non-working)
5. Canada Day
6. Labour day (non-working)
7. Thanksgiving day
8. Remembrance day
9. December 24 (non-working)



10. Christmas day (non-working)
11. December 26
12. December 31 (non-working)

### **13.02**

Should any of these holidays fall on a Saturday or a Sunday, the following working day which is not already a holiday will be considered as a statutory holiday under the terms of this Article.

When two of these holidays fall on a consecutive Saturday and Sunday, the Saturday holiday will be transferred to the first working day following said holiday and the Sunday holiday will be transferred to the following second working day. Under the terms of this Article, said working days will be considered statutory holidays.

Should any of these holidays fall on another day of the week and the following Monday is proclaimed a holiday by the Government, said Monday will be considered a statutory holiday.

### **13.03**

When a member returns to work following an accident at work, illness, or due to an accident which is or has been covered by the welfare plan or by unemployment insurance, the hours lost will be considered as hours worked in accordance with section 3 of the document entitled: "Rules covering legal holiday remuneration for Checkers working for one employer or more".

### **13.04**

For the purpose of this Article, annual holidays will be considered as hours worked; in other words, if an employee is on holiday during the period of time qualifying for the benefits of a legal holiday, he will be considered as not having ceased to work, and if a legal holiday should fall during his vacation period, he will be paid for this holiday.

### **13.05**

The employer will follow Part III of the Canada Labour Code for various absences or social holidays which are therein authorized, keeping in mind the applicable exemptions pursuant to the present collective agreement.

Should a relative die, the employee will be granted "3" days off within "10" days following the date of the relative's passing. The definition of relative for the purpose of this agreement is the definition of the Canada Labour Code.

## **ARTICLE 14 – HOURS OF CALLS AND WORK PERIODS**

### **14.01**

The port will be closed from 08h00 to noon on the following dates **except for training required for members of I.L.A. local 1657 (guaranteed hours as per Article 14.02)**

- the third Wednesday of February
- the third Wednesday of April
- the third Wednesday of June
- the third Wednesday of September
- the third Wednesday of November

On the aforementioned days, calls for a period of four (4) hours without meal hour with the possibility of an extension as provided in Article 14.03 will be made for 12h30 and 13h00. As for shift work, the call will be given for noon. The foregoing does not apply to those on permanent staff.

Notwithstanding the preceding paragraph, only the loading and unloading of passenger ships can be done during these days. The Union will be notified seventy-two (72) hours prior, except in emergencies, at which time the M.E.A. must notify the union as soon as possible.

The loading and unloading of passenger vessels can be done during non-working statutory holidays.

## 14.02

Subject to the exemptions stipulated in this collective agreement, all calls include a guarantee of eight (8) consecutive working hours (with the exception of a meal period) except for calls on the days set forth in 14.01 above, which include only a four (4) hour guarantee. Furthermore, said guarantees do not apply when the provisions of Articles 24.02 and 24.03 apply.

## 14.03

It is agreed that the provisions of Article 14.04(c) mentioned below only apply to the operations in container terminals, bulk operations (including grain, sugar and scrap) as well as roll-on/roll-off operations. In these cases, the work will be done on a continuous basis.

## 14.04

The hours of work, of rest and meal hours for operations are as follows:

### a) Terminal Work

**N.B.** This is work other than what constitutes loading and unloading ships.

<u>Hours of work</u>	<u>Rest periods</u>	<u>Meal periods</u>
08:00 to 12:00	09:30 to 10:00	12:00 to 13:00
13:00 to 17:00*	14:45 to 15:15	

\* extension allowed for receiving and shipping conventional cargo only (not containerized) between 17:00 and 18:00

or

<u>Hours of work</u>	<u>Rest periods</u>	<u>Meal periods</u>
08:00 to 16:30*	10:00 to 10:30	13:00 to 14:00
16:30 to 01:00*	18:30 to 19:00	21:30 to 22:30

\* extension allowed for receiving and shipping conventional cargo only (not containerized) between 16h30 and 17h30

**or**

<u>Work Periods</u>	<u>Meal Periods</u>	<u>Rest Periods</u>
08:00 to 11:30	11:30 to 12:30	16:00 to 17:00
12:30 to 16:00*		
16:00 to 19:30	19:30 to 20:30	24:00 to 01:00
20:30 to 24:00		

\* extension allowed for receiving and shipping conventional cargo only (not containerized) between 16:00 and 17:00

### b) Non-continuous operations

<u>Work Periods</u>	<u>Rest Periods</u>	<u>Meal Periods</u>
08:00 to 16:30*	10:00 to 10:30	13:00 to 14:00
16:30 to 01:00*	18:30 to 19:00	21:30 to 22:30

\*extension to finish only:

i.e. 16:30 to 17:30  
01:00 to 02:00  
(1 hour guaranteed)

or

17:30 to 21:00  
 02:00 to 05:30  
 (4 hours guaranteed)

<b>Work Period</b>	<b>Meal Period</b>	<b>Rest Period</b>
08:00 to 11:30 12:30 to 16:00*	11:30 to 12:30	16:00 to 17:00
16:00 to 19:30 20:30 to 24:00*	19:30 to 20:30	24:00 to 01:00

\* extension to finish ship only

i.e. 16:00 to 17:00  
 24:00 to 01:00  
 (1 hour guaranteed)

or

17:00 to 20:30  
 01:00 to 04:30  
 (4 hours guaranteed)

**c) Continuous operations - Shift Work**

<u>Work Periods</u>	<u>Additional Extensions</u>	
<u>Extensions</u>	<u>To finish <b>ship</b> only</u>	<u>To finish <b>ship</b> only</u>
08:00 to 16:00	16:00 to 18:00	18:00 to 20:00
16:00 to 24:00	24:00 to 02:00	02:00 to 04:00
24:00 to 08:00	08:00 to 10:00	10:00 to 12:00
	(2 hours guaranteed)	(2 hours guaranteed)

**d) Special Schedule – delivery/reception of containers by “city trucks” for container terminals**

The employer may use the work schedule of 06:00 to 16:00 for his operations of delivery or reception of containers by “city trucks” on container terminals in accordance with the following terms and conditions:

- i) The use of this work schedule for the delivery/reception excludes the possibility for the employer to use another schedule for its delivery/reception except the schedule stipulated in Article 14.04 C) above;
- ii) When required, this schedule must be used for a minimum period of five (5) days per week from Monday to Friday;  
  
 If one of these days is a statutory holiday or a port closed morning as referred to in article 14.01, according to the provisions of the present collective agreement, the employer may exclude that day from the minimum period required for this schedule;
- iii) The number of employees required during the use of this schedule cannot vary during the same week;
- iv) Positions associated with this special schedule will be offered in accordance with Articles 7 and 8.07 of the present collective agreement;
- v) No employee on a night shift may be transferred to other duties between 06:00 and 08:00 as a result of using the special schedule;
- vi) The two (2) additional hours of work per day will be considered equal to an extension and are therefore not fishing hours;

- vii) The two (2) additional hours of work per day will be paid at double the basic wage rate;
- viii) The two (2) additional hours of work per day will not be paid when the port is closed as per Article 14.01.

#### **14.05**

There must be a minimum rest period of ten (10) hours between the end of a work period and the beginning of another work period. For shift work in a container terminal, this rest period will be for a minimum of twelve (12) hours.

#### **14.06**

Notwithstanding all of the above, the work period for employees ordered for passenger vessels may be advanced or delayed by up to sixty (60) minutes. Said call shall represent a four (4) hour guarantee.

#### **14.07**

The parties agree that each employee covered by this collective agreement must advise the Maritime Employers Association of any change in their address or telephone number.

Said changes must be communicated, by the employee in question, to the dispatch centre when making his daily call.

The parties recognize that the Maritime Employers Association cannot be held responsible for any consequence that might be detrimental because of an employee's neglect to conform to the provisions of this Article.

### **ARTICLE 15 – CENTRAL PAY OFFICE**

#### **15.01**

The Maritime Employers Association shall maintain the central pay office for the duration of this agreement and shall pay the salaries of the workers in conformity with this collective agreement.

#### **15.02**

Management will not deprive duly authorized representatives of the Union of reasonable access to all information relating to the present agreement. Refusal to do so on the part of Management will be subject to the grievance procedures.

#### **15.03**

All pay periods terminate Saturday evening at midnight and payment of wages shall commence no later than 10h00 the following Thursday.

#### **15.04**

The Maritime Data Center will forward to the Union the information of the weekly paycheque stubs **(including the job security portion) by electronic mail** ~~on computer discs~~.

#### **15.05**

**All pay cheque stubs of job security members will be provided to the union business agent and or authorized union representative.**

### **ARTICLE 16 – ANNUAL VACATIONS**

#### **16.01**

Any employee with more than thirty (30) continuous days, two hundred and fifty (250) hours, and up to fourteen (14) years continuous service will be entitled to vacation pay equivalent to 7% of his total annual earnings.

## **16.02**

Any employee with fifteen (15) to nineteen (19) years (inclusively) of continuous service will be entitled to vacation pay equivalent to 8% of his total annual earnings.

## **16.03**

Any employee with twenty (20) to twenty-four (24) years (inclusively) of continuous service will be entitled to vacation pay equivalent to 9% of his total annual earnings.

## **16.04**

Any employee with twenty-five (25) years of continuous service or more will be entitled to vacation pay equivalent to 10% of his total annual earnings.

## **16.05**

Notwithstanding the provisions of Articles 16.01, 16.02, 16.03 and 16.04, any employee who, immediately prior to the signing of the present collective agreement, was covered by the Job Security Plan as stipulated in Article 11.01, will be entitled to vacation pay equivalent to the greatest of the following amounts:

- a) the monetary value calculated at forty (40) hours per week of the basic hourly rate by the number of weeks of vacation to which the employee is entitled in accordance with Articles 16.09 and 16.10, as the case may be;
- b) 10% of his annual salary for employees that have accumulated less than twenty (20) years on the Job security plan;
- c) 12 % of his annual salary for employees that have accumulated twenty (20) years or more on the Job security plan.

## **16.06**

Any employee who becomes covered under the Job Security Plan stipulated in the present collective agreement will receive as vacation pay the amounts provided in Articles 16.01, 16.02, 16.03 and 16.04, either 7%, 8%, 9% or 10%, as the case may be.

## **16.07**

- a) All employees covered by the Job Security Plan as provided in Article 11 will be called between November 1 and December 15 of each year to determine their vacation periods for the following year, namely from January to December except Christmas and New Year weeks.
- b) Management may demand that the vacation be taken in accordance with the volume of work in the port and will determine the number of employees to go on vacation from one period to the other, except for the priority periods of Article 16.08 a) and b).
- c) Vacations will be given in accordance with seniority and the requirements of each classification, the choice of dates being reserved to the senior employees.

## **16.08**

- a) For vacation purposes, the priority period for summer vacation will be spread over fourteen (14) weeks, the start of which will coincide with the beginning of the twelfth week of the summer season as provided in Article 11.01. The vacation will be chosen in blocks of one week and may be of three (3) consecutive weeks. A maximum of nine (9) employees may go on vacation in each week during that period.
- b) The priority period for winter vacation will be spread over sixteen (16) weeks, the start of which will coincide with the beginning of the winter season as provided in Article 12.05. The vacation will be chosen in blocks of one week and may be for a maximum of two (2) consecutive weeks. A maximum of six (6) employees may go on vacation in each week during that period.

- c) When the priority vacation periods described in the two preceding paragraphs have been allotted, if weeks of vacation remain available (the maximum not having been attained), it may be possible for the employees, while following the rules of Article 11.07, to modify or add to their vacation period by utilizing the available weeks that are left.

#### **16.09**

- a) The employees covered by job security in Appendix "E", Group I with less than twenty (20) years of job security will be eligible for three (3) consecutive weeks during the summer season of forty (40) weeks of job security, subject to Articles 16.07 and 16.08 a) and c).
- b) The employees covered by job security in Appendix "E", Group I with twenty (20) years of job security and more will be eligible for four (4) consecutive weeks during the summer season of forty (40) weeks of job security, subject to Articles 16.07 and 16.08 a) and c).

#### **16.10**

- a) The employees covered by job security in Appendix "E", Group I, who will be the winter "A" list and who will be eligible for five (5) weeks, may select, subject to Articles 16.07 and 16.08
  - i)a) either five (5) weeks during the summer season of forty (40) weeks of job security with three (3) consecutive weeks maximum, or
  - ii)b) three (3) weeks during the summer season and two (2) consecutive weeks maximum during the winter season.
- b) The employees covered by job security in Appendix "E", Group I, who will be the winter "A" list and have accumulated 20 years on job security will be eligible for six (6) weeks, may select, subject to Articles 16.07 and 16.08:
  - i) either six (6) weeks during the summer season of forty (40) weeks of job security with three (3) consecutive weeks maximum as per Article 16.08 a), or
  - ii) four (4) weeks during the summer season of forty (40) weeks of job security with three (3) consecutive weeks maximum and two (2) consecutive weeks maximum during the winter season as per Article 16.08 b).

**16.11** The employees covered by job security in Appendix "E", Group II, will be eligible for a maximum of three (3) weeks of vacation which must be taken during the summer season of the forty (40) weeks of job security guarantee, subject to Article 16.07.

The employees covered by job security in Appendix "E", Group II who are included in the winter "A" list are eligible for five (5) weeks of vacation. They may select, subject to Articles 16.07 and 16.08, three (3) weeks during the summer season of forty (40) weeks of job security and two (2) weeks during the winter season.

#### **16.12**

The employees who work for only one company and who are not required to call the dispatch centre **or consult the M.E.A.'s website** for their daily assignment must register their choice of vacation according to the same rules and conditions mentioned above.

#### **16.13**

The vacation indemnities provided above shall be paid when the employee leaves on vacation. For the purposes of the present Article, the fiscal year for the vacation period will terminate on the third (3rd) Saturday of March of each year.

#### **16.14**

While respecting the maximum limits provided in Article 16.08 a) and b), if there are special circumstances of manpower shortages in one particular classification, the employer may change, modify or displace the choices and the vacation weeks of any employee, if necessary,

after a notification to the Union. The employer will allot vacations to all those who have not made a selection by December 1st.

## **ARTICLE 17 – DIRTY, OBNOXIOUS AND REFRIGERATED CARGOES**

### **17.01**

The wage rates, as determined in Article 2 of Appendix "D" attached, must be paid for the handling of nitrate, bulk sulphur, bulk ore, potash, soda ash in bags, sodium phosphate in bags, fish meal, carbon black in bags, lime in bags, cement in bags, full cargoes of china clay and chemical fertilizer, wet hides in bags, bundles or loose, barium or substitute, nephatin, syemite abstinence, vestolin, cocoa flour, tapioca flour and dyes of all kinds. Said rates shall also be paid for shifting bunker coal and cleaning holds in which the above mentioned commodities have been shipped.

### **17.02**

The wage rates, as described in Article 2 of Appendix "D" attached, will be paid for the handling of meat, bacon, butter, frozen fish and other refrigerated cargoes. The rate of wages for the handling of other refrigerated cargoes will be as determined in Article 1 of Appendix "D" attached, except when this cargo is in a compartment containing cargo, subject to the rates mentioned in Article 2, in which case the higher rate will prevail for all cargo in said compartment.

## **ARTICLE 18 – HAZARDOUS CARGOES**

### **18.01**

The rates of pay determined in Article 3 of Appendix "D" attached must be paid for handling creosote-coated goods, ammonium nitrate, fertilizer, or any other hazardous cargo which, in accordance with government regulations, has to be loaded at a specific pier and under special loading restrictions imposed by port authorities. These rates are to be paid to all employees assigned to loading operations on any vessel in which this commodity is being or has been loaded.

## **ARTICLE 19 – HIGHLY EXPLOSIVE AND OTHER DANGEROUS CARGOES**

### **19.01**

The current hourly rate will be doubled for all employees handling explosives corresponding to the descriptions given in Divisions 1.1, 1.2 and 1.3 of Class I of the International Maritime Code for Dangerous Goods.

### **19.02**

When highly explosive merchandise is being loaded or unloaded from a vessel, all other employees will be remunerated at the rates applicable to the handling of explosives as mentioned in clause 19.01. When cargo is being loaded or unloaded in a vessel's hold that contains highly explosive goods which are not "magazined", all employees working this vessel shall be paid the "high explosive" rates as mentioned in clause 19.01, until the hatches are battened down. Said rates shall not apply when high explosives are magazined.

### **19.03**

The rates, as mentioned in clause 19.01, shall apply for work on ships in port that have cargo on fire. However, these rates will only apply to the hatches affected by fire, smoke, steam or gas.

### **19.04**

The rates mentioned in Article 19.01 apply when:

- a) the deck, tween-deck and/or lower hold are covered with water to such an extent that rubber boots are required.
- b) the cargo is floating or soaking in liquid.

## **ARTICLE 20 – WORK ON WRECKED OR STRANDED VESSELS**

For work carried out on wrecked or stranded vessels within the limits of the Port of Montreal, the rates in effect at said port shall be paid from the time the men leave the pier until they return to said pier. If the men do not leave the ship at meal hours, said meal hours shall be paid at the meal-hour rate.

## **ARTICLE 21 – PROFESSIONAL INJURIES**

### **21.01**

The employers are subject to the legislation on "Accidents and professional illnesses".

### **21.02**

- a)** The employer agrees that, in cases of professional injuries which render an employee covered by job security unable to fulfil his job beyond the day during which the injury occurred, the Maritime Employers Association will pay 90% of his net salary for each day or part of day when this employee would have normally worked, had it not been for his disability, during the fourteen (14) complete days following the start of this disability. The Maritime Employers Association will pay this salary to the employee at the time he would have normally been paid as long as the latter supplied the required medical certificate as stipulated in Article 199 of "La Loi sur les accidents du travail et les maladies professionnelles".
- b)** For employees in the reserve pool, the fourteen (14) days provided above will be calculated on the basis of the number of times they would have been assigned to work during that period, assuming that they would have been available for each of these assignments.
- c)** The parties also agree to pay an advanced indemnity to the employee starting on the fourteenth (14th) day following the start of his disability rendering him unable to fulfil his job, provided he submits a satisfactory medical certificate to the Maritime Employers Association and completes the form prescribed by "La Commission de la Santé et de la Sécurité du Travail" entitled "Réclamation du travailleur". These advances will be paid to the employee at the time his salary would normally have been paid.

### **21.03**

These advances will be equal to the replacement indemnity calculated by "La Commission de la Santé et de la Sécurité au Travail" under the "Loi sur les accidents du travail et les maladies professionnelles" and paid by the latter to the employer identified in the employee's claim to the C.S.S.T. Should there be an increase in the indemnity by the C.S.S.T., the advances will be increased likewise.

### **21.04**

In the event the decision made by the C.S.S.T indemnity agent results in the rejection or an acceptance in part only of the right of the employee to a replacement indemnity, the overpayment of advances will be reimbursed directly by the employee or through the amounts he could receive from job security, or from his salary, after he has returned to work.

**21.05** The reimbursement of indemnity advances will be made as follows:

- a)** At the time of payment of the first advance, every claiming employee will have to sign a form stipulating he agrees to reimburse the indemnity advances received in the event, as mentioned in Article 21.04, his right to a replacement indemnity is refused or accepted in part only by the C.S.S.T. indemnity agent.
- b)** Should there be an overpayment, a rejection of the right of the employee to a replacement indemnity by the C.S.S.T. indemnity agent, or a termination of employment, a registered letter will be sent to the employee in question informing him of the amount to be reimbursed to the Maritime Employers Association within the ten (10) days following the date of said letter, otherwise part of his salary will be retained at source each week until the amount due has been reimbursed.
- c)** Reimbursements will be of sixty-five dollars (\$65.00) per week.



## 21.06

Any other means of reimbursement will have to be approved by the Maritime Employers Association.

## **ARTICLE 22 – TECHNOLOGICAL CHANGE – NEW OPERATIONS – NEW WORKING METHODS**

### 22.01

It is understood that no members on the job security program will be laid off because of technological changes, a new operation or a new working method. If any disagreement should arise as a result of new work methods, a new operation or technological changes which might affect in any way the rights of the employees, such disagreement will be submitted to arbitration as provided for in the present agreement.

### 22.02 DEFINITIONS

In the present collective agreement:

- the term "technological change" means the use by companies, within the scope of activities covered by this collective agreement, of mechanization or computerization of existing equipment or material or the use of different equipment and material other than those previously utilized and which modify the employees' working conditions;
- the term "new operations" means a checking operation which is not stipulated in this collective agreement.
- the term "new working methods" means an operating method which has never been used in the Port of Montreal and which modifies the employees' working conditions.

### 22.03 EMPLOYEES' PARTICIPATION

The M.E.A. recognizes the importance of keeping employees abreast of all technological changes, implementation of new operations or new working methods. The Joint Labour Relations Committee's role is to discuss and resolve any questions concerning the introduction of a technological change, a new operation or a new working method as described in Article 22.01.

### 22.04 NOTICE

The M.E.A. must advise the Union at least four (4) months before the introduction of a technological change, a new operation or new working method. The Joint Labour Relations Committee must meet in the week following this notice to discuss changes to be made, as the case may be, as a result of this technological change, new operation or new working method.

## **ARTICLE 23 – PENSION AND WELFARE**

### 23.01

- a) ~~The employer will contribute to the social security program which provides pension and welfare benefits the following amounts for the years 2004, 2005, 2006 and from January 1<sup>st</sup> to September 22, 2007;~~

	<b>Pension</b>	<b>Welfare</b>
<del>For the year 2004:</del>	<del>\$887,860</del>	<del>\$466,777</del>
<del>For the year 2005:</del>	<del>\$929,588</del>	<del>\$448,277</del>
<del>For the year 2006:</del>	<del>\$930,644</del>	<del>\$468,777</del>
<del>From January 1<sup>st</sup> to September 22, 2007</del>		<del>\$348,994</del>

- a) The employer will contribute to the social security plan which provides pension and welfare benefits, for each member of the Union covered by the job security plan, the following amounts for each acknowledged hour as provided in Article 23.01 ~~e)-~~ **b)**.

	<b>Pension</b>	<b>Welfare</b>	
For the year <del>2007</del> <b>2009</b> :	<del>\$5.82</del> <b>6.08</b>	<del>\$2.69</del> <b>2.77</b>	<del>(effective on September 23,</del> 2007)
For the year <del>2008</del> <b>2010</b> :	<del>\$5.99</del> <b>6.21*</b>	<del>\$2.77</del> <b>2.95</b>	
For the year <del>2008</del> <b>2011</b> :	<del>\$5.99</del> <b>6.33*</b>	<del>\$2.77</del> <b>3.01</b>	
For the year <del>2008</del> <b>2012</b> :	<del>\$5.99</del> <b>6.49*</b>	<del>\$2.77</del> <b>3.09</b>	

**(\* ) The applicable rate as of the 1<sup>st</sup> of July of the receiving year**

**An amount of 0.25 \$ per hour as provided in Article 23.01 b) will be contributed towards the pension deficit starting January 1<sup>st</sup> 2012.**

- b) Acknowledged hours are :

- the sum of hours worked as well as equivalent hours.

Hours worked are :

- those which are effectively worked or those that are paid by the job security plan in accordance with Articles 11 and 12 of the collective agreement.

Equivalent hours are:

- i) Hours of lay-off - are those for which supplementary unemployment insurance benefits are paid (PSAC) during a lay-off and those corresponding to hours guaranteed by the job security plan;
- ii) Hours off work (CSST) - are those for which CSST benefits are paid and which correspond to hours guaranteed by the job security plan;
- iii) Hours off due to disability - are those for which disability benefits are paid by the Welfare Plan or by Human Resources and Skills Development Canada (HRSDC) or the Société de l'assurance-automobile du Québec (SAAQ) and which correspond to hours guaranteed by the job security plan;

The Union will supply the employer with a monthly list of employees absent due to disability. The list will indicate the dates on which the absence due to disability began and when it is due to end for each employee listed;

- iv) Hours on Union business - are those for which the employee has been freed for Union business after approval has been received from the M.E.A. or hours for which the employee acts as a permanent employee with the Union.

The Union will supply the employer with a monthly list of employees freed to act as permanent employees with the Union as well as the hours for each of them.

## **23.02**

The employer will contribute to the Union's Social Security Plan, on a monthly basis, the amounts provided in Article 23.01 b) on the second Thursday following the last Saturday of each month.

## **23.03**

The plan will be registered under the Pension Benefits Standards Act and accepted by the Canada Revenue Agency. It shall also be operated and administered in accordance with all applicable provincial and federal legislation.

## **23.04**

The social security plan will be jointly administered by ten (10) trustees. Each party will appoint five (5) trustees for that purpose.

### **23.05**

The social security plan may provide pension, death, disability, income and medical/hospital benefits. The benefit formulas will be designed by the trustees in such a way as to provide at least minimum benefits to all eligible members of the plan.

### **23.06**

The social security plan shall provide an obligation for the trustees to reduce benefits in the event that contributions shall not be sufficient to cover the cost of benefits, their administration and the current actuarial deficit.

## **ARTICLE 24 – WEATHER**

### **24.01**

An employee at work who has reason to believe that the unfavorable climatic conditions constitute a danger in the sense of Section 128 of Part II of the Canada Labour Code may refuse to work in accordance with the provisions of this same Section.

### **24.02**

If a company orders the employees to stand-by during unfavorable weather conditions, the employees will be paid by the company during that period.

### ~~**24.03**~~

~~———— If the employees refuse to work claiming, without justification, that weather conditions are unfavorable, they will be paid only for the time effectively worked.~~

### **24.04**

If it becomes impossible to work because of unfavorable weather conditions, the employees will be paid by their employer a guarantee of two (2) hours if they are dismissed before the beginning of any work period, and a guarantee of four (4) hours if they are kept until the beginning of any work period. The rates applicable to these guarantees will be those prevailing during the periods covered by the guarantees.

Employees dismissed before the beginning of any period may be recalled for the following period, except for shift work. For the purpose of this Article, a period begins either at 00h00, 08h00, 16h00, 16h30.

Any deficiency in the weekly guarantee will be filled by the Job Security Plan in accordance with the provisions of the collective agreement.

### **24.05**

At container terminal operations, employees shall be provided with one set of raingear (except where such has already been done) the replacement of which shall be the responsibility of the individual employee. However, theft on terminal premises shall be tended to by the company.

### **24.06**

During the period from December 15 ~~1~~ to March 1, at container terminal operations where Checkers on deck are not provided with protection from weather, an additional Checker shall be employed per vessel to act as relief for Checkers on deck.

## **ARTICLE 25 – CLOTHING**

### **25.01**

If a Checker's clothing should be damaged during work, management, when provided with satisfactory evidence, will reimburse the employee concerned within a maximum delay of one (1) week.

Each time this kind of damage occurs, the employee concerned must notify his supervisor at once in order that the latter may immediately inform the Maritime Employers Association who, in turn, will dispatch a representative to verify the facts.

Any difference of opinion between the parties involved as to the value of the damage, could be subject to the grievance procedures.

## **ARTICLE 26 - HEALTH & SAFETY**

### **26.01 TERMS**

The parties recognize that the provisions of Part II of the Canada Labour Code and its regulations are an integral part of this collective agreement. The parties agree that these legal provisions are a minimum and all attempts must be made to eliminate all threats to the health and safety of employees. **The parties also recognize that prevention and awareness to danger are the best means to attain the goals of accidents reduction.**

The M.E.A. and the companies recognize that health and safety Union representatives have a major role to play in reaching this objective.

### **26.02 SETTING-UP OF LOCAL HEALTH AND SAFETY COMMITTEES**

The parties agree to set-up health and safety committees for each of the following work sites:

<del>Cast</del>	Termont	<b>MGTP</b>
Logistec	Racine	
Ceres	Empire	

and in any new workplace which might be established during the duration of this collective agreement, including those resulting from a decision of the Canada Industrial Relations Board expanding the Union's jurisdiction.

### **26.03 HEALTH AND SAFETY DELEGATES AND STRUCTURE OF LOCAL HEALTH AND SAFETY COMMITTEES**

- a) Employees who are health and safety delegates are appointed by the Union. A health and safety delegate can fulfil all the duties of a committee member who represents employees, in the absence of the latter, including at local committee meetings as well as outside these meetings.

The Maritime Employers Association and the companies undertake to inform a member of the local committee or, in his absence, a health and safety delegate, of any accident or refusal to work that occurs at a worksite and this as soon as the employer becomes aware of such an occurrence, whether or not there is a work stoppage. In such cases, the employees' representative helps the employee(s) involved.

Members of local health and safety committees representing the employees are appointed by the Union among the health and safety delegates who hold a classification at the assigned company;

- b) Health and safety delegates attend courses of three (3) days maximum including Part II of the Canada Labour Code as well as the basic first aid course. The M.E.A. will pay on job security the hours spent on these courses for each of these employees.
- c) Each local committee includes a co-president designated by the Union, who hold his primary classification at the concern company, and one co-president designated by the employer;
- d) The Union supplies the employer with the name of the employee's co-president on said committees within five (5) days of their selection and must replace vacancies within thirty (30) days;
- e) Each company must supply health and safety employee representatives with an adequate place for meetings. This location must include a table, chairs and filing cabinets and be otherwise adequately set-up;
- f) The employer **M.E.A.** remunerates one (1) employee to participate in local health and safety committee meetings, **except in the case described at g), where two (2) employees are remunerated;**

- g) The M.G.T.P. local health and safety committee includes one (1) member representing section # 62 and one (1) member representing section # 77.**

#### **26.04 PURPOSE BEHIND LOCAL HEALTH AND SAFETY COMMITTEES**

The objective of local health and safety committees is to prevent any occupational health, safety and physical integrity problems particular to the workplace for all the employees they represent.

#### **26.05 DUTIES OF LOCAL HEALTH AND SAFETY COMMITTEES**

Local Committees must **shall**:

- ~~a) receive, take into consideration and quickly dispose of complaints and suggestions concerning the occupational health and safety of the employees they represent;~~
- ~~b) keep a log of all decisions taken following complaints filed by the employees they represent;~~
- ~~c) cooperate with professional health services which serve the workplace;~~
- ~~d) promote prevention and training programs in occupational health and safety and insure their follow-up in their workplace;~~
- ~~e) participate in all inquiries, investigations and inspections concerning occupational health and safety and, if necessary, consult with qualified professionals or technicians;~~
- ~~f) promote measures and procedures to protect and improve occupational health and safety;~~
- ~~g) supervise, on a regular basis, occupational health and safety programs, measures and procedures;~~
- ~~h) ensure that occupational accidents, injuries and health risk registers are kept up to date and supervise all related data;~~
- ~~i) be advised of all occupational accidents which occurred in their sector in any given month, examine the causes related to such accidents and recommend appropriate preventive measures;~~
- ~~j) cooperate and collaborate with safety officers, Human Resources and Social Development Canada (HRSDC) and Transport Canada representatives as well as with members of the Coordinating Committee;~~
- ~~k) obtain from the M.E.A. and the companies the information they deem necessary to identify actual and eventual risks which might exist in the workplace, the gear, the methods of work and the equipment;~~
- ~~l) have unrestricted access to government reports on occupational health and safety concerning the employees they represent, except for a person's medical file, unless authorized to do so by that person;~~
- ~~m) forward copies of all recommendations, reports, investigations or any other document to the occupational health and safety coordinating committee;~~
- ~~n) participate in the identification and evaluation of risks tied to work areas and to work executed by employees as well as in the identification of contaminants and hazardous substances present in the workplace;~~
- ~~o) recommend to the coordinating committee the equipment and individual protection measures required which, while complying with regulations, are best adapted to the needs of the employees at any given workplace;~~
- ~~p) receive the inspection reports and directives from Human Resources and Social Development Canada and Transport Canada, study them and ensure their follow-up;~~
- a) consider and expeditiously dispose of complaints relating to the health and safety of employees;**

- b) participate in the development, implementation and monitoring of a program for the prevention of hazards in the work place that also provides for the education of employees in health and safety matters related to those hazards;**
- c) participate in all of the inquiries, investigations, studies and inspections pertaining to the health and safety of employees, including any consultations that may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;**
- d) participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials;**
- e) ensure that adequate records are maintained on work accidents, injuries and health hazards relating to the health and safety of employees and regularly monitor data relating to those accidents, injuries and hazards;**
- f) cooperate with health and safety officers;**
- g) participate in the implementation of changes that might affect occupational health and safety, including work processes and procedures and shall participate in the planning of the implementation of those changes;**
- h) assist the employer in investigating and assessing the exposure of employees to hazardous substances;**
- i) inspect each month all or part of the work place, so that every part of the work place is inspected at least once each year;**
- j) participate in the development of health and safety policies and programs.**

#### **26.06 LOCAL HEALTH AND SAFETY COMMITTEE MEETINGS**

Each of the local committees meet during hours of work at least nine (9) times a year and on a date chosen by the co-presidents of that local committee.

Each of the local committees meet on other occasions, according to need and even not during hours of work.

Quorum for local health and safety committees is one representative from each party.

The employer verifies to ensure that the local committee or the representative inspects each month all or part of the worksite so as to ensure that the latter is inspected in its entirety at least once a year.

#### **26.07 SECRETARY**

A secretary is made available to each of the local health and safety committees by the employer in order to:

- prepare and distribute the agenda for the meetings;
- take the minutes of the discussions;
- prepare and distribute the minutes of the meetings in French and English;
- prepare the annual report under the direction of co-presidents;
- ensure that a meeting room is available to the local committee;

#### **26.08 RESOURCE PERSONS**

Of a common accord, the co-presidents of a local committee may appoint resource persons such as professionals, technicians or any other person who can assist the local committee in fulfilling its mandate. In such cases, the honorarium paid to these persons, when required, will be paid in their entirety by the company involved.

## **26.09 AGENDA**

The agenda is prepared under the direction of the co-presidents and distributed to members at least one week preceding the meeting. The agenda will be posted at the workplace in an area designated by the local committee in order that all interested employees are aware of its content.

## **26.10 MINUTES OF LOCAL COMMITTEE MEETINGS**

The minutes of a local committee meeting will be prepared and distributed to members of said local committee within ten (10) days following the meeting. Once adopted by the representatives of all parties, the minutes are posted at the workplace in an area designated by the local committee. A copy of the minutes is forwarded to the M.E.A. and to the Union. A copy will be forwarded to Human Resources and Social Development Canada and Transport Canada, if they so request.

## **26.11 WAGES AND SOCIAL BENEFITS**

Employees co-presidents of a local committee or their replacements may be absent from work to fulfil the requirements of their duties within that committee, notably to participate in meetings; the hours thus spent will be considered as hours worked.

## **26.12 ASSIGNMENT OF HEALTH AND SAFETY DELEGATES**

For dispatch purposes, all health and safety delegates will be assigned in accordance with the applicable dispatch lists stipulated in Article 9 of this collective agreement without considering their duties as delegates or members of a committee.

## **26.13 HEALTH AND SAFETY COURSES**

The M.E.A. continues to give health and safety courses to employees who are members of the Union, after consulting with the coordinating committee. The identity of the health and safety professionals giving these courses will be communicated to the Union.

## **26.14 FIRST AID KIT**

Each company makes available to their employees, at each workplace, a first aid kit in accordance with the occupational and health and safety regulations and this kit is placed in an area easily accessible at all times.

## **26.15 OCCUPATIONAL HEALTH AND SAFETY COORDINATING COMMITTEE**

- a) The parties agree to form an Occupational Health and Safety Coordinating Committee;
- b) This committee is composed of a representative from each of the container and conventional operations. The representatives of each of these parties may appoint resource persons they consider necessary after advising the other party within three (3) working days preceding the meeting of said committee. These resource persons will be paid by the party inviting them to participate;
- c) This committee meets **according to the schedule established yearly or** at the request of one of the parties, **at a date to be determined within fifteen (15) days of such request**, when the situation warrants a meeting. The employer representatives ~~will~~ prepare minutes of the meetings and ~~will~~ ensure that a copy is forwarded to each committee member and to the unions;
- d) The committee meets during normal hours of work. The regular members of the coordinating committee appointed by the Union and who are not permanent officers of the Union will be paid by the M.E.A. for their attendance at meetings and other work of the committee at the wage rate provided in the collective agreement.

## **26.16 PURPOSE OF THE COORDINATING COMMITTEE**

The purpose of the coordinating committee is to prevent all occupational health, safety and physical integrity problems which are specific to the workplace of the employees covered by the collective agreement. It assists and directs local committees in reaching their objectives and ensures the coordination of occupational health and safety activities.

## **26.17 DUTIES OF THE COORDINATING COMMITTEE**

- a)** Sanction the occupational health and safety prevention and training program;
- b)** When it is impossible to eliminate the danger at its source, choose the prescribed safety means, gear, equipment, devices and clothing, whether individual or collective, which are most susceptible to protect the health and safety of employees, keeping in mind the recommendations of the local committees;
- c)** Establish its own priorities and timetables that it considers appropriate depending on the importance or urgency of the cases to be dealt with during its mandate;
- d)** Ensure that recommendations from local committees which apply to all committees are passed along;
- e)** Forward to Human Resources and Social Development Canada and Transport Canada the information they require;
- f)** Receive copy of instructions and inspection reports from Human Resources and Social Development Canada and Transport Canada and communicate said reports to the other local committees;
- g)** Receive copy of occupational accident reports, whether or not the accident resulted in an absence from work, analyze and compile them, and formulate for local committees recommendations concerning the preventive measures to be applied;
- h)** Support and assist local committees in fulfilling their mandate and ensure the coordination of their activities.

## **26.18 MINUTES OF COORDINATING COMMITTEE MEETINGS**

Minutes will be prepared and distributed to members of the coordinating committee within ten (10) days following the meeting. Once adopted by the representatives of the parties, these minutes will be posted at the workplaces in an area designated by each of the local committees. A copy is also forwarded to Human Resources and Social Development Canada and Transport Canada, if they so request.

## **26.19 RESOURCE PERSONS**

Of a common accord, the coordinating committee appoints resource persons such as professionals, technicians or any other person who might assist the committee in fulfilling its mandate. The honorarium for these resource persons, when required, will be paid in their entirety by the M.E.A.

## **26.20 PROTECTIVE EQUIPMENT AND CLOTHING**

- a)** Past practice at each employer's workplace will continue to apply as it pertains to the supply of all protective equipment or apparel;
- b)** The employer will reimburse all employees covered by job security as well as those employees part of the reserve pool covered by Appendix "F", the sum of two hundred and sixty dollars (\$260) maximum towards the purchase of safety boots, every two years as of the date of the signing of the collective agreement, upon presentation of proof of purchase.

All employees described in the preceding paragraph, may use this sum to purchase rubber overshoes;

- c)** All employees are required to use the prescribed safety gear, equipment, devices and clothing supplied by the employer and chosen by the Coordinating Committee to ensure their protection.
- d)** When an employee's clothing is damaged during work, management, on presentation of proof, will compensate said employee within a maximum of one (1) week.



Each time such damage occurs, the employee involved must inform without delay his immediate superior so that the latter may immediately notify the M.E.A. who will send a representative to verify the damage.

Any dispute between the parties as to the value of damages may be subject to a grievance.

#### **26.21 SAFETY COORDINATOR**

The M.E.A. and the companies acknowledge the person designated by the Union as the safety coordinator. **An annual bank of one thousand two hundred and forty eight (1248) hours payable at one and a half (1.5) the basic rate on a 48-hour basis is made available to the union to allow the safety coordinator to perform this work.**

**The employer will reimburse the Union a maximum amount of one thousand and two hundred dollars (\$1,200) annually, on presentation of supporting documents, to allow the safety coordinator to participate in meetings and symposiums on health and safety, on I.S.P.S. Code and/or the Canadian Marine Advisory Council (C.M.A.C.).**

**Moreover, the employer will reimburse the Union a maximum amount of seventy dollars (\$70) monthly, on presentation of supporting documents to cover the costs of a cellular phone for the safety coordinator.**

The safety coordinator:

- a) participates in the Health and Safety Coordinating Committee and may sit at all of the meetings held by the local committees;
- b) assist the employee representatives to execute their occupational health and safety mandate.
- c) is immediately notified of all refusals to work or accidents that occur at a worksite as soon as the employer becomes aware of them, whether or not there is a work stoppage. In such cases, the safety coordinator helps the employee(s) involved. He participates in the investigation or delegates another person to do so.
- d) when there is an accident at a worksite, helps the worker fill in the CSST form as well as any other pertinent document.
- e) informs the worker on safety measures and makes sure that workers understand occupational health and safety regulations.
- f) participates in all occupational health and safety investigations and inspections and, if required, seeks the advice of professionally and technically qualified persons.
- g) reports to and collaborates with the MEA in order to achieve common objectives.

#### **26.22 MEASURING EQUIPMENT**

The M.E.A. provides the various local committees, the coordinating committee and the Union's health and safety representative with the necessary gauges, measuring and detecting equipment which might be useful in fulfilling their mandate and for intervention purposes.

A list of all available equipment is supplied to the Union upon demand.

#### **26.23 INVESTIGATIONS RELATIVE TO RISKS**

- a) When the Union's co-president on the local health and safety committee alleges a significant health hazard because of air or noise pollution, the employer, in the presence of a health and safety delegate, investigates and applies without delay the provisions of the regulations concerning occupational health and safety in Part II of the Canada Labour Code;
- b) If the investigation recommends a medical examination, the employer maintains the right to consult a physician to verify the necessity of such an examination;
- c) If the physician confirms the necessity of an examination, said examination can be done by the physician designated by the employer or by a physician chosen by the employee. If the employee does not use the services of a physician designated by the employer, the

employer will pay the amount that would have cost the employer for said examination. When the employee uses the services of a physician of his choice for the industrial examination, the results of this examination that are required to work are forwarded to the physician designated by the employer;

- d) If the employer insists on having the employee examined by the physician designated by the employer, there is to be no loss of salary for the employee;

## **ARTICLE 27 – WAGES**

### **27.01**

The wage rates applicable are as determined in the wage schedule attached and entitled "Appendix D".

## **ARTICLE 28 – HIRING OF NEW EMPLOYEES**

### **28.01**

~~The list of employees of the first reserve pool (Appendix « F ») is composed of a maximum of twenty five (25) employees. This number of available employees must be maintained at all times in accordance with the following procedures :~~

**The classification committee will determine the number of employees needed in the reserve pool (appendix F). The reserve pool must contain a minimum of 10 employees and a maximum of 25 employees. The determined number must be maintained at all times in accordance with the following procedures :**

- a) The Union shall submit to the M.E.A. the names of candidates provided that in so doing the employer can meet all its legal obligations and/or conform to all pertinent government directives (e.g. Bill C-62, Canadian Human Rights Act). These individuals will then be given the selection test and language evaluation. Upon satisfactory completion of these two phases, they shall be issued an associate member card.
- b) In the event that the Union does not provide sufficient numbers to meet these criteria, the M.E.A. may then choose to seek candidates elsewhere who would be equally required to undergo the selection test and language evaluation.

### **28.02**

The attendance record of the reserve pool members will be reviewed from time to time and their status may be withdrawn if it is determined that it is not sufficient.

The acceptable level is established at a minimum of fifty per cent (50%) of the average of availability of the total employees in the reserve pool, calculated on a monthly basis; an employee incapable of accepting an assignment because of a work-related accident or of prolonged illness will be considered available during the period of his invalidity as long as he had advised the employer.

**However, if there is a reduction of work, the employer could decide not to calculate the attendance record as described in the above paragraph.**

### **28.03**

It is understood that, in future, for the employment of new Checkers under job security, in accordance with Article 10.06 of our collective agreement, the following procedure shall apply:

- a) Satisfactory completion of a medical examination arranged by the M.E.A..
- b) Background checks, including criminal records.
- c) Satisfactory completion of a work related selection test approved by the M.E.A..
- d) Satisfactory completion of an orientation and a probationary period of up to 500 hours which includes all hours worked in the reserve pool and hours of fishing.

### **28.04**

In the case of employees who should become covered by the Job Security Plan during the duration of the Collective agreement, in accordance with its provisions, the applicable guarantee of 40 weeks will be reduced by the number of weeks which will have passed at the time when he will become covered by the said program.

**28.05**

The replacement of employees covered by the Job security program described in Article 10.01 a) will not take place if there is less than twenty (20) employees in the first reserve pool **if the number of employees in the reserve pool is reached, according to Article 28.01.** The replacement will take place only if the Union supplies a sufficient list of candidates **whom have begun the hiring process provided by the Article 28.03. The hiring process will start in the fifteen (15) days following the reception of the list built accordingly to the criteria of article 28.01 a).**

**ARTICLE 29 –PARENTAL LEAVE**

Employees shall be entitled to a parental leave in accordance with the regulations stipulated in the law.

A pregnant employee may request upon submission of a medical certificate to have certain classifications removed that may endanger her health or that of her expected child.

**ARTICLE 30 – UNION REPRESENTATIVES ACCESS**

The M.E.A. and its member companies agree to give access to Union representatives and their vehicles to the sites, buildings, installations and ships under their responsibility or jurisdiction in order to allow them to fulfill their responsibilities in accordance with this collective agreement.

Union representatives will identify themselves by carrying an identity card issued by the port authority.

When a vehicle travels on company property, the union representative must activate the vehicle's flashing light in accordance with regulations.

**ARTICLE 31 – OFFICIAL VERSION**

The original English version of this collective agreement is recognized by the parties as being the only official one.

**ARTICLE 32 – DURATION OF THE COLLECTIVE AGREEMENT**

The present collective agreement will be in effect from 08h00 on the Sunday following its ratification to December 31, ~~2008~~ **2012**. It will continue to be in effect thereafter from year to year unless one or the other party gives notice of termination or revision of this agreement between ninety (90) and sixty (60) days preceding the expiry date of this collective agreement. The interim provisions, the letters of intent and appendices appearing in the collective agreement form an integral part of said collective agreement

**IN WITNESS THEREOF, THE PARTIES HAVE SIGNED THE PRESENT COLLECTIVE AGREEMENT ON THIS .....<sup>TH</sup> DAY OF ....., 2011**

**MARITIME EMPLOYERS ASSOCIATION**

**INTERNATIONAL ONGSHOREMEN'S ASSOCIATION, Local 1657**

\_\_\_\_\_  
**JEAN BÉDARD**

\_\_\_\_\_  
**ALBERT BATTEN**

\_\_\_\_\_  
**NORMAND DAOUST**

\_\_\_\_\_  
**KEVIN WAITE**

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**CHANTAL LEFEBVRE**

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**IAN MULCAHY**

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**STÉPHANE MORENCY**

---

**DENIS GOSSELIN**

---

**MANON GERVAIS**

---

**CHRISTIAN PARENT**

---

**STÉPHANE SAUCIER**

---

**MALCOLM MACLEOD**

---

**JEAN-PIERRE LANGLOIS**

---

**NICOLA DOLBEC**

---

**JEAN-FRANÇOIS THIBAUT**

## APPENDIX " A "

### DISCIPLINE CODE

#### INFRACTION

##### **Insubordination**

1st offence: balance of day + ~~1 week~~ **3 days**  
2nd offence: balance of day + 3 weeks  
3rd offence: dismissal

##### **Sabotage**

1st offence: dismissal

##### **Insobriety on the job and use of ~~illegal~~ prohibited drugs**

1st offence: ~~balance of day + 1 week~~ **Preventive dismissal without pay for rest of the day plus warning and meeting**  
2nd offence: ~~balance of day + 6 weeks~~ **Preventive dismissal without pay for rest of the day plus warning and meeting**  
3rd offence: ~~dismissal~~ **Balance of day + 3 days 1 week**  
**4<sup>th</sup> offence: Balance of day + 1 week**  
**5<sup>th</sup> offence: Dismissal**

##### **Theft**

1st offence: dismissal

##### **Intimidation or threats**

1st offence: 3 months  
2nd offence: dismissal

##### **Assault**

1st offence: dismissal

##### **Does not phone / job refusal**

1st offence: balance of day  
2nd offence: balance of day + ~~1 day~~  
3rd offence: balance of day + ~~2 days~~ **1 day**  
4th offence: balance of day + ~~3 days~~ **2 days**  
5th offence: balance of day + ~~4 days~~ **3 days**

##### **Does not show**

1st offence: balance of day + ~~1 day~~  
2nd offence: balance of day + 3 days  
3rd offence: balance of day + 1 week  
4th offence: balance of day + 2 weeks  
5th offence: balance of day + 1 month

- (1) This list is not restrictive and Management may impose disciplinary sanctions for any other just cause.
- (2) It is understood that any suspension, in addition to the day on which the infraction was committed, will be set by Management.
- (3) In the case of a proven offence which is subject to a penalty of less than five (5) days, there is no possibility of modifying the disciplinary sanction.

## **APPENDIX " B "**

### **INTERIM PROVISIONS**

#### **Bank of hours**

Starting January 1<sup>st</sup>, 2012, a bank of three thousand (3000) hours per annum for the year 2012 is made available to the Union for the purpose of training and the Employee Assistance Program Representative and Union activities.

These hours are at straight time, on a daily basis (8 hours a day) or on a weekly pay basis (48 hours/week), Monday to Friday and cannot be carried over from one year to the other.

In order to use these banked hours, the Union is required to make the request at least two hours and thirty minutes before the beginning of the phone dispatch period the day preceding the day or days such bank hours are to be used. The Union will provide the MEA the name, nature and duration of the activities covered by the bank.

#### **Retroactivity**

The basic hourly rate is increased as of January 1<sup>st</sup>, 2009 and the retroactivity is paid to all employees under Job security and reserve pool (Appendix E and F) who are still employees at the date of coming into force of the collective agreement, employees who have retired, as well as to the beneficiaries of employees who have died since that date.

There will be retroactivity on vacations for the years 2009 and 2010 and until the coming into force of the collective agreement, according to the conditions that applied for vacations during those years respectively.

The retroactivity payments will be made as follows:

For the period January 1<sup>st</sup>, 2009 to June 30<sup>th</sup>, 2010 (wages):

The third Thursday following the effective date of the collective agreement.

For 2009 vacations:

The fourth Thursday following the effective date of the collective agreement.

For the period July 1<sup>st</sup>, 2010 to June 30<sup>th</sup>, 2011 (wages):

The fifth Thursday following the effective date of the collective agreement.

For 2010 vacations:

The sixth Thursday following the effective date of the collective agreement.

For the period July 1<sup>st</sup>, 2011 until the effective date of the collective agreement (wages):

The seventh Thursday following the effective date of the collective agreement.

For 2011 vacations:

The eighth Thursday following the effective date of the collective agreement.

### **Pension and welfare**

- a) The M.E.A. will pay a lump sum payment of \$ 76,980.00 to the Welfare Fund January 31<sup>st</sup>, 2012. This amount is for the Union's welfare program.
- b) At the effective date of the collective agreement, there will be an adjustment made between the amounts already paid by the M.E.A. as part of the pension and welfare and the M.E.A.'s financial obligations as described in Article 23.01 a).
- c) Notwithstanding the preceding paragraph, the monthly payment corresponding to \$0.25 per hour for the actuarial deficit mentioned at Article 23.01 a) will begin on January 1<sup>st</sup>, 2012.

Retroactive payments mentioned above will be made on January 31, 2012.

### **New dispatch procedure**

The new dispatch procedure concerning A, B, C and D lists and "pick lists" will be in effect for 2012 winter guarantee.

### **Health and Safety**

The article 26.01 will be effective January 1<sup>st</sup>, 2012.

### **Training representative**

The article 8.15 will be effective January 1<sup>st</sup>, 2012.

### **Grievances in abeyance**

All the grievances in abeyance are submitted to a mediation and conciliation procedure offered by the Federal Mediation and Conciliation Service.

These are taken care of within sixty (60) days following the signing of the collective agreement.

Should the mediation process fail, the grievances that remain at issue will be submitted to the arbitration procedure stipulated in the collective agreement

### **Employee Assistance Program representative**

The employer will reimburse the Union ~~a maximum of \$2,085.37 for the year 2007~~ and a maximum of \$4,000.00 ~~for the year 2008~~ per year in 2009, 2010, 2011 and 2012 on presentation of supporting documents, to allow the Employee assistance program representative to participate in meetings and symposiums regarding E.A.P.S. programs.

Moreover, the employer will reimburse a maximum of seventy dollars (\$70.00) monthly on presentation of supporting documents to cover the costs of a cellular phone for the Employee Assistance Program representative. ~~(effective September 23, 2007)~~

These amounts cannot be carried over from one year to the other.

### **Classification advisory committee**

Within fifteen (15) working days following the ratification of the present collective agreement, a special classification committee will be formed with the objective of trying to improve on the current situation of the following subjects:

- Dispatching procedures
- Classifications organization including annual review of the number of primary classifications
- Position postings

**The committee will also be mandated with the introduction of these classifications related topics:**

- **The annual review of the number of employees in the reserve pool**
- **The distribution of the dayshift workweeks amongst primary classifications**
- **The post-dispatch labour orders (modification of dispatch once the assignment for the next day has been given)**

**Notwithstanding the preceding paragraphs, the employer will make the final decision in accordance with the collective agreement.**



## **APPENDIX "C"**

### **SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN FOR**

#### **THE EMPLOYEES MEMBERS OF LOCAL 1657**

#### **OF THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION**

### **ARTICLE 1 - DEFINITION**

To interpret the provisions of the present plan, the definition of the following terms are:

- 1.1** "Date of coming into force", at the signing of the new collective agreement.
- 1.2** "Expiry date", the date at which the collective agreement expires.
- 1.3** "Employer", the M.E.A.
- 1.4** "Employee", each Checker covered by job security who is a member of the Union.
- 1.5** "Collective agreement", the collective agreement in effect between the employer and the Union, as it is in force or as modified by supplementary agreements agreed to by the employer and the Union.
- 1.6** "Union", Local 1657 of The International Longshoremen's Association.
- 1.7** "Job Security", an agreement between the employer and the Union by which, for a predetermined time as stipulated in said collective agreement, a specified number of employees must be available for work on a daily basis in order to be paid, whether or not they have to work.
- 1.8** "Employment Insurance", the system or program established in conformity with a law of the Government of Canada, which determines the benefits payable to unemployed persons due to lay-offs and whereby the eligibility of an employee to said benefits is not determined in terms of a "justification" of the methods or the disability and in which the "unemployment insurance benefits" are payable as employment insurance.
- 1.9** "Weekly pay", the hourly rate paid to the employee, established in the collective agreement as the basic hourly rate - and not the overtime hours - multiplied by forty (40), or thirty-two (32) or thirty-six (36) hours depending on the level of job security guarantee, as stipulated in the collective agreement.
- 1.10** "Plan", the supplementary unemployment insurance benefit plan described herein and as it may be modified from time to time.
- 1.11** "Weekly Benefits" are those that may be paid to the employee for a week of unemployment which falls in the employee's period of benefit and is a sum equal to 60% his average insurable weekly pay during his weeks of reference.
- 1.12** "Weeks of Reference" are the last insurable weeks of employment of his period of reference as defined by law.

### **ARTICLE II - FUND**

- 2.1** The distribution of periodic payments to employees temporarily laid off will be made by the Maritime Data Center on a distribution basis as required, distinct from the distribution of the pay. Consequently, at the winding-up of the plan, there shall be no funds to distribute.

## **ARTICLE III - ELIGIBILITY TO BENEFITS**

### **3.1**      Application for benefits

No employee will be eligible to receive benefits before he has completed a formal application in accordance with the provisions of Article 3.3 and on condition that he meets the requirements of eligibility mentioned in Article 3.2.

### **3.2**      Eligibility

An employee will be eligible for benefits, provided he has been temporarily laid off only because of a lack of sufficient work in the port where he normally works, for the week for which he is applying, and that the first day of said week falls after the date on which this agreement goes into effect; in addition, that:

**a)** Said lay-off:

1. had started on or after the date on which this agreement came into force;
2. had no disciplinary reason;
3. was not the result of:
  - i) a strike, a slowdown or a work stoppage, picketing (by the employee or not) or the result of concerted action in the port where the employee normally works; or
  - ii) a war or an hostile act by a foreign power; or
  - iii) sabotage or a rebellion; or
  - iv) an act of "force majeure" as defined in the applicable collective agreement.

**b)** With reference to said week which falls in a work period during which the employee is eligible for job security, and:

1. that the employee has registered and applied at an office of Employment Insurance and is in receipt of Unemployment Insurance Benefits in the event there is a lack of work;
2. the employee did not refuse work when he was recalled by the employer;
3. the employee was not eligible for benefits deriving from the C.S.S.T., a welfare benefit plan, either public or private, totally or partially financed by the employer.

**c)** The employee will have the right to receive benefits during the two-week delay.

### **3.3**      Formal Procedure

The formal procedures to be followed by the employee are as follows:

**a)** The employee will supply the employer with proof attesting to his eligibility for unemployment insurance benefits as a result of the lay-off in question, in conformity with the provisions of Article 3.2.

**b)** After having supplied the required proof, the employee may request the benefits to which he is entitled in accordance with the plan.

### **3.4**      Loss of right to benefits

An employee will lose all his rights to the benefits to which he could be entitled if, at any moment, he voluntarily makes a false declaration in his application for the benefits covered by this plan.

## **ARTICLE IV - AMOUNT AND DURATION OF BENEFITS**

### **4.1**      Amount

The weekly benefits payable for each complete week of lay-off will amount to:

"A sum which, added to the weekly benefits of the employment insurance received by the employee for said week, shall equal one hundred percent (100%) of his weekly pay for said week".

In the event the benefits payable in accordance with this plan cover a period less than a normal week of work, said benefits will be calculated in conformity with the preceding method in proportion to a complete week of lay-off calculated for five (5) days.

**4.2**      Income tax deductions

The employer will withhold the necessary amounts from the benefits, in conformity with the income tax and other federal or provincial laws.

**4.3**      Maximum duration of payments

An employee will not have the right to weekly benefits when a lay-off occurs after:

- a) he stops being entitled to Employment Insurance benefits; or
- b) the period of work in which he is entitled to job security.

Notwithstanding the above, no payments will be made in accordance with this plan after the expiry date.

**ARTICLE V - MISCELLANEOUS**

**5.1**      Obligation

The provisions contained in Articles I to IV inclusively constitute the complete plan. Without limiting the above, the employer will not have to distribute benefits other than those mentioned in the plan and he will not be obliged to provide benefits other than those listed in the plan.

**5.2**      Rights to the fund

Employees will have no right, title or interest to the Management's contributions deposited in the plan by the employer.

**5.3**      Non-alienation of benefits

None of the benefits distributed to an employee can be the object of alienation, sale, transfer, assignment, pledge, bond, seizure, execution or mortgage of any kind; any attempt of this kind will be null and void.

However, in the event such an attempt is made, the employer, at his complete discretion, may cancel any advantage said person has to the benefits and either apply said sum to the employee's credit or directly to him, and this decision will be considered as receipt in payment of all obligations relative to said benefits.

**5.4**      Other payments

Payments made towards the guaranteed remuneration, a deferred remuneration and the buy-out benefits, are neither increased nor decreased by the benefits received through this plan.

**5.5**      Modifications

Human Resources Development Canada will be informed in writing of any modification to this plan within thirty (30) days of its coming into force.

**APPENDIX "D"**

**WAGE RATES IN FORCE FOR THE YEARS  
~~2004, 2005, 2006, 2007 and 2008~~  
2009, 2010, 2011 and 2012**

The parties agree to update the tables of Appendix "D" of the collective agreement signed on ~~September 19, 2007~~ ..... in order to modify the wage rates in force for the years ~~2004, 2005, 2006, 2007 and 2008~~ **2009, 2010, 2011 and 2012** by increasing the basic hourly wage rate as follows:

2004 <b>2009:</b>	Basic wage rate - \$ <del>26.89</del> <b>30.42</b>
2005 <b>2010:</b>	Basic wage rate - \$ <del>27.57</del> <b>31.03*</b>
2006 <b>2011:</b>	Basic wage rate - \$ <del>28.25</del> <b>31.65*</b>
2007 <b>2012:</b>	Basic wage rate - \$ <del>29.10</del> <b>32.44*</b>
2008:	Basic wage rate — \$ <del>29.97</del>

**(\*) The applicable rate as of the 1<sup>st</sup> of July of the receiving year**

(The salary tables are part of a separate document)

**APPENDIX "D"**

**2009/2010 WAGE RATES IN FORCE**

**JANUARY 1, 2009 TO JUNE 30, 2010 (INCLUSIVELY)**

**ARTICLE 1 - General Rates**

**Basic Hourly Rate: \$ 30,42**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$30,42	\$60,84	\$30,42	\$45,63	
Saturdays	\$60,84	\$121,68	\$60,84	\$91,26	
Sundays and Holidays	\$60,84	\$121,68	\$60,84	\$91,26	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$30,42	\$60,84	\$30,42	\$45,63	
Saturdays	\$60,84	\$121,68	\$60,84	\$182,52	
Sundays and Holidays	\$60,84	\$121,68	\$60,84	\$182,52	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$45,63	\$91,26	\$45,63		
Saturdays	\$60,84	\$121,68	\$60,84		
Sundays and Holidays	\$91,26	\$182,52	\$91,26		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$30,42	\$60,84	\$30,42	\$45,63	
Saturdays	\$60,84	\$121,68	\$60,84	\$91,26	
Sundays and Holidays	\$60,84	\$121,68	\$60,84	\$91,26	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$45,63	\$91,26	\$45,63		
Saturdays	\$60,84	\$121,68	\$60,84		
Sundays and Holidays	\$91,26	\$182,52	\$91,26		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$30,42	\$60,84	\$30,42	\$91,26	\$45,63
Saturdays	\$60,84	\$121,68	\$60,84	\$182,52	\$60,84
Sundays and Holidays	\$60,84	\$121,68	\$60,84	\$182,52	\$91,26
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$45,63	\$91,26	\$45,63	\$121,68	\$60,84
Saturdays	\$60,84	\$121,68	\$60,84	\$182,52	\$91,26
Sundays and Holidays	\$91,26	\$182,52	\$91,26	\$243,36	\$121,68

**\*to finish Ship only**

OR

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$30,42	\$60,84	\$30,42	\$91,26	\$45,63
Saturdays	\$60,84	\$121,68	\$60,84	\$182,52	\$60,84
Sundays and Holidays	\$60,84	\$121,68	\$60,84	\$182,52	\$91,26
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$45,63	\$91,26	\$45,63	\$121,68	\$60,84
Saturdays	\$60,84	\$121,68	\$60,84	\$182,52	\$91,26
Sundays and Holidays	\$91,26	\$182,52	\$91,26	\$243,36	\$121,68

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$30,42	\$45,63	\$60,84		
Saturdays	\$60,84	\$60,84	\$60,84		
Sundays and Holidays	\$60,84	\$60,84	\$60,84		

**APPENDIX "D"**

**2009/2010 WAGE RATES IN FORCE**

**JANUARY 1, 2009 TO JUNE 30, 2010 (INCLUSIVELY)**

**ARTICLE 2 - Dirty, Obnoxious and Refrigerated Cargoes**

**Basic Hourly Rate: \$ 30,77**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$30,77	\$61,54	\$30,77	\$46,16	
Saturdays	\$61,54	\$123,08	\$61,54	\$92,31	
Sundays and Holidays	\$61,54	\$123,08	\$61,54	\$92,31	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$30,77	\$61,54	\$30,77	\$46,16	
Saturdays	\$61,54	\$123,08	\$61,54	\$184,62	
Sundays and Holidays	\$61,54	\$123,08	\$61,54	\$184,62	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$46,16	\$92,31	\$46,16		
Saturdays	\$61,54	\$123,08	\$61,54		
Sundays and Holidays	\$92,31	\$184,62	\$92,31		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$30,77	\$61,54	\$30,77	\$46,16	
Saturdays	\$61,54	\$123,08	\$61,54	\$92,31	
Sundays and Holidays	\$61,54	\$123,08	\$61,54	\$92,31	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$46,16	\$92,31	\$46,16		
Saturdays	\$61,54	\$123,08	\$61,54		
Sundays and Holidays	\$92,31	\$184,62	\$92,31		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$30,77	\$61,54	\$30,77	\$92,31	\$46,16
Saturdays	\$61,54	\$123,08	\$61,54	\$184,62	\$61,54
Sundays and Holidays	\$61,54	\$123,08	\$61,54	\$184,62	\$92,31
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$46,16	\$92,31	\$46,16	\$123,08	\$61,54
Saturdays	\$61,54	\$123,08	\$61,54	\$184,62	\$92,31
Sundays and Holidays	\$92,31	\$184,62	\$92,31	\$246,16	\$123,08

**\*to finish Ship only**

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$30,77	\$61,54	\$30,77	\$92,31	\$46,16
Saturdays	\$61,54	\$123,08	\$61,54	\$184,62	\$61,54
Sundays and Holidays	\$61,54	\$123,08	\$61,54	\$184,62	\$92,31
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$46,16	\$92,31	\$46,16	\$123,08	\$61,54
Saturdays	\$61,54	\$123,08	\$61,54	\$184,62	\$92,31
Sundays and Holidays	\$92,31	\$184,62	\$92,31	\$246,16	\$123,08

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$30,77	\$46,16	\$61,54		
Saturdays	\$61,54	\$61,54	\$61,54		
Sundays and Holidays	\$61,54	\$61,54	\$61,54		



**APPENDIX "D"**

**2009/2010 WAGE RATES IN FORCE**

**JANUARY 1, 2009 TO JUNE 30, 2010 (INCLUSIVELY)**

**ARTICLE 3 - Hazardous Cargoes**

**Basic Hourly Rate: \$ 30,92**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$30,92	\$61,84	\$30,92	\$46,38	
Saturdays	\$61,84	\$123,68	\$61,84	\$92,76	
Sundays and Holidays	\$61,84	\$123,68	\$61,84	\$92,76	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$30,92	\$61,84	\$30,92	\$46,38	
Saturdays	\$61,84	\$123,68	\$61,84	\$185,52	
Sundays and Holidays	\$61,84	\$123,68	\$61,84	\$185,52	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$46,38	\$92,76	\$46,38		
Saturdays	\$61,84	\$123,68	\$61,84		
Sundays and Holidays	\$92,76	\$185,52	\$92,76		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$30,92	\$61,84	\$30,92	\$46,38	
Saturdays	\$61,84	\$123,68	\$61,84	\$92,76	
Sundays and Holidays	\$61,84	\$123,68	\$61,84	\$92,76	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$46,38	\$92,76	\$46,38		
Saturdays	\$61,84	\$123,68	\$61,84		
Sundays and Holidays	\$92,76	\$185,52	\$92,76		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$30,92	\$61,84	\$30,92	\$92,76	\$46,38
Saturdays	\$61,84	\$123,68	\$61,84	\$185,52	\$61,84
Sundays and Holidays	\$61,84	\$123,68	\$61,84	\$185,52	\$92,76
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$46,38	\$92,76	\$46,38	\$123,68	\$61,84
Saturdays	\$61,84	\$123,68	\$61,84	\$185,52	\$92,76
Sundays and Holidays	\$92,76	\$185,52	\$92,76	\$247,36	\$123,68

**\*to finish Ship only**

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$30,92	\$61,84	\$30,92	\$92,76	\$46,38
Saturdays	\$61,84	\$123,68	\$61,84	\$185,52	\$61,84
Sundays and Holidays	\$61,84	\$123,68	\$61,84	\$185,52	\$92,76
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$46,38	\$92,76	\$46,38	\$123,68	\$61,84
Saturdays	\$61,84	\$123,68	\$61,84	\$185,52	\$92,76
Sundays and Holidays	\$92,76	\$185,52	\$92,76	\$247,36	\$123,68

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$30,92	\$46,38	\$61,84		
Saturdays	\$61,84	\$61,84	\$61,84		
Sundays and Holidays	\$61,84	\$61,84	\$61,84		

**APPENDIX "D"**

**2010/2011 WAGE RATES IN FORCE**

**JULY 1, 2010 TO JUNE 30, 2011 (INCLUSIVELY)**

**ARTICLE 1 - General Rates**

**Basic Hourly Rate: \$ 31,03**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$31,03	\$62,06	\$31,03	\$46,55	
Saturdays	\$62,06	\$124,12	\$62,06	\$93,09	
Sundays and Holidays	\$62,06	\$124,12	\$62,06	\$93,09	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$31,03	\$62,06	\$31,03	\$46,55	
Saturdays	\$62,06	\$124,12	\$62,06	\$186,18	
Sundays and Holidays	\$62,06	\$124,12	\$62,06	\$186,18	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$46,55	\$93,09	\$46,55		
Saturdays	\$62,06	\$124,12	\$62,06		
Sundays and Holidays	\$93,09	\$186,18	\$93,09		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$31,03	\$62,06	\$31,03	\$46,55	
Saturdays	\$62,06	\$124,12	\$62,06	\$93,09	
Sundays and Holidays	\$62,06	\$124,12	\$62,06	\$93,09	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$46,55	\$93,09	\$46,55		
Saturdays	\$62,06	\$124,12	\$62,06		
Sundays and Holidays	\$93,09	\$186,18	\$93,09		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$31,03	\$62,06	\$31,03	\$93,09	\$46,55
Saturdays	\$62,06	\$124,12	\$62,06	\$186,18	\$62,06
Sundays and Holidays	\$62,06	\$124,12	\$62,06	\$186,18	\$93,09
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$46,55	\$93,09	\$46,55	\$124,12	\$62,06
Saturdays	\$62,06	\$124,12	\$62,06	\$186,18	\$93,09
Sundays and Holidays	\$93,09	\$186,18	\$93,09	\$248,24	\$124,12

**\*to finish Ship only**

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$31,03	\$62,06	\$31,03	\$93,09	\$46,55
Saturdays	\$62,06	\$124,12	\$62,06	\$186,18	\$62,06
Sundays and Holidays	\$62,06	\$124,12	\$62,06	\$186,18	\$93,09
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$46,55	\$93,09	\$46,55	\$124,12	\$62,06
Saturdays	\$62,06	\$124,12	\$62,06	\$186,18	\$93,09
Sundays and Holidays	\$93,09	\$186,18	\$93,09	\$248,24	\$124,12

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$31,03	\$46,55	\$62,06		
Saturdays	\$62,06	\$62,06	\$62,06		
Sundays and Holidays	\$62,06	\$62,06	\$62,06		

**2010/2011 WAGE RATES IN FORCE**

**JULY 1, 2010 TO JUNE 30, 2011 (INCLUSIVELY)**

**ARTICLE 2 - Dirty, Obnoxious and Refrigerated Cargoes**

**Basic Hourly Rate: \$ 31,38**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$31,38	\$62,76	\$31,38	\$47,07	
Saturdays	\$62,76	\$125,52	\$62,76	\$94,14	
Sundays and Holidays	\$62,76	\$125,52	\$62,76	\$94,14	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$31,38	\$62,76	\$31,38	\$47,07	
Saturdays	\$62,76	\$125,52	\$62,76	\$188,28	
Sundays and Holidays	\$62,76	\$125,52	\$62,76	\$188,28	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$47,07	\$94,14	\$47,07		
Saturdays	\$62,76	\$125,52	\$62,76		
Sundays and Holidays	\$94,14	\$188,28	\$94,14		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$31,38	\$62,76	\$31,38	\$47,07	
Saturdays	\$62,76	\$125,52	\$62,76	\$94,14	
Sundays and Holidays	\$62,76	\$125,52	\$62,76	\$94,14	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$47,07	\$94,14	\$47,07		
Saturdays	\$62,76	\$125,52	\$62,76		
Sundays and Holidays	\$94,14	\$188,28	\$94,14		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$31,38	\$62,76	\$31,38	\$94,14	\$47,07
Saturdays	\$62,76	\$125,52	\$62,76	\$188,28	\$62,76
Sundays and Holidays	\$62,76	\$125,52	\$62,76	\$188,28	\$94,14
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$47,07	\$94,14	\$47,07	\$125,52	\$62,76
Saturdays	\$62,76	\$125,52	\$62,76	\$188,28	\$94,14
Sundays and Holidays	\$94,14	\$188,28	\$94,14	\$251,04	\$125,52

**\*to finish Ship only**

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$31,38	\$62,76	\$31,38	\$94,14	\$47,07
Saturdays	\$62,76	\$125,52	\$62,76	\$188,28	\$62,76
Sundays and Holidays	\$62,76	\$125,52	\$62,76	\$188,28	\$94,14
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$47,07	\$94,14	\$47,07	\$125,52	\$62,76
Saturdays	\$62,76	\$125,52	\$62,76	\$188,28	\$94,14
Sundays and Holidays	\$94,14	\$188,28	\$94,14	\$251,04	\$125,52

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$31,38	\$47,07	\$62,76		
Saturdays	\$62,76	\$62,76	\$62,76		
Sundays and Holidays	\$62,76	\$62,76	\$62,76		

**APPENDIX "D"**

**2010/2011 WAGE RATES IN FORCE**

**JULY 1, 2010 TO JUNE 30, 2011 (INCLUSIVELY)**

**ARTICLE 3 - Hazardous Cargoes**

**Basic Hourly Rate: \$ 31,53**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$31,53	\$63,06	\$31,53	\$47,30	
Saturdays	\$63,06	\$126,12	\$63,06	\$94,59	
Sundays and Holidays	\$63,06	\$126,12	\$63,06	\$94,59	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$31,53	\$63,06	\$31,53	\$47,30	
Saturdays	\$63,06	\$126,12	\$63,06	\$189,18	
Sundays and Holidays	\$63,06	\$126,12	\$63,06	\$189,18	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$47,30	\$94,59	\$47,30		
Saturdays	\$63,06	\$126,12	\$63,06		
Sundays and Holidays	\$94,59	\$189,18	\$94,59		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$31,53	\$63,06	\$31,53	\$47,30	
Saturdays	\$63,06	\$126,12	\$63,06	\$94,59	
Sundays and Holidays	\$63,06	\$126,12	\$63,06	\$94,59	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$47,30	\$94,59	\$47,30		
Saturdays	\$63,06	\$126,12	\$63,06		
Sundays and Holidays	\$94,59	\$189,18	\$94,59		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$31,53	\$63,06	\$31,53	\$94,59	\$47,30
Saturdays	\$63,06	\$126,12	\$63,06	\$189,18	\$63,06
Sundays and Holidays	\$63,06	\$126,12	\$63,06	\$189,18	\$94,59
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$47,30	\$94,59	\$47,30	\$126,12	\$63,06
Saturdays	\$63,06	\$126,12	\$63,06	\$189,18	\$94,59
Sundays and Holidays	\$94,59	\$189,18	\$94,59	\$252,24	\$126,12

**\*to finish Ship only**

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$31,53	\$63,06	\$31,53	\$94,59	\$47,30
Saturdays	\$63,06	\$126,12	\$63,06	\$189,18	\$63,06
Sundays and Holidays	\$63,06	\$126,12	\$63,06	\$189,18	\$94,59
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$47,30	\$94,59	\$47,30	\$126,12	\$63,06
Saturdays	\$63,06	\$126,12	\$63,06	\$189,18	\$94,59
Sundays and Holidays	\$94,59	\$189,18	\$94,59	\$252,24	\$126,12

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$31,53	\$47,30	\$63,06		
Saturdays	\$63,06	\$63,06	\$63,06		
Sundays and Holidays	\$63,06	\$63,06	\$63,06		



**APPENDIX "D"**

**2011/2012 WAGE RATES IN FORCE**

**JULY 1, 2011 TO JUNE 30, 2012 (INCLUSIVELY)**

**ARTICLE 1 - General Rates**

**Basic Hourly Rate: \$ 31,65**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$31,65	\$63,30	\$31,65	\$47,48	
Saturdays	\$63,30	\$126,60	\$63,30	\$94,95	
Sundays and Holidays	\$63,30	\$126,60	\$63,30	\$94,95	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$31,65	\$63,30	\$31,65	\$47,48	
Saturdays	\$63,30	\$126,60	\$63,30	\$189,90	
Sundays and Holidays	\$63,30	\$126,60	\$63,30	\$189,90	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$47,48	\$94,95	\$47,48		
Saturdays	\$63,30	\$126,60	\$63,30		
Sundays and Holidays	\$94,95	\$189,90	\$94,95		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$31,65	\$63,30	\$31,65	\$47,48	
Saturdays	\$63,30	\$126,60	\$63,30	\$94,95	
Sundays and Holidays	\$63,30	\$126,60	\$63,30	\$94,95	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$47,48	\$94,95	\$47,48		
Saturdays	\$63,30	\$126,60	\$63,30		
Sundays and Holidays	\$94,95	\$189,90	\$94,95		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$31,65	\$63,30	\$31,65	\$94,95	\$47,48
Saturdays	\$63,30	\$126,60	\$63,30	\$189,90	\$63,30
Sundays and Holidays	\$63,30	\$126,60	\$63,30	\$189,90	\$94,95
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$47,48	\$94,95	\$47,48	\$126,60	\$63,30
Saturdays	\$63,30	\$126,60	\$63,30	\$189,90	\$94,95
Sundays and Holidays	\$94,95	\$189,90	\$94,95	\$253,20	\$126,60

**\*to finish Ship only**

OR

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$31,65	\$63,30	\$31,65	\$94,95	\$47,48
Saturdays	\$63,30	\$126,60	\$63,30	\$189,90	\$63,30
Sundays and Holidays	\$63,30	\$126,60	\$63,30	\$189,90	\$94,95
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$47,48	\$94,95	\$47,48	\$126,60	\$63,30
Saturdays	\$63,30	\$126,60	\$63,30	\$189,90	\$94,95
Sundays and Holidays	\$94,95	\$189,90	\$94,95	\$253,20	\$126,60

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$31,65	\$47,48	\$63,30		
Saturdays	\$63,30	\$63,30	\$63,30		
Sundays and Holidays	\$63,30	\$63,30	\$63,30		

**APPENDIX "D"**

**2011/2012 WAGE RATES IN FORCE**

**JULY 1, 2011 TO JUNE 30, 2012 (INCLUSIVELY)**

**ARTICLE 2 - Dirty, Obnoxious and Refrigerated Cargoes**

**Basic Hourly Rate: \$ 32,00**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$32,00	\$64,00	\$32,00	\$48,00	
Saturdays	\$64,00	\$128,00	\$64,00	\$96,00	
Sundays and Holidays	\$64,00	\$128,00	\$64,00	\$96,00	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$32,00	\$64,00	\$32,00	\$48,00	
Saturdays	\$64,00	\$128,00	\$64,00	\$192,00	
Sundays and Holidays	\$64,00	\$128,00	\$64,00	\$192,00	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$48,00	\$96,00	\$48,00		
Saturdays	\$64,00	\$128,00	\$64,00		
Sundays and Holidays	\$96,00	\$192,00	\$96,00		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$32,00	\$64,00	\$32,00	\$48,00	
Saturdays	\$64,00	\$128,00	\$64,00	\$96,00	
Sundays and Holidays	\$64,00	\$128,00	\$64,00	\$96,00	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$48,00	\$96,00	\$48,00		
Saturdays	\$64,00	\$128,00	\$64,00		
Sundays and Holidays	\$96,00	\$192,00	\$96,00		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$32,00	\$64,00	\$32,00	\$96,00	\$48,00
Saturdays	\$64,00	\$128,00	\$64,00	\$192,00	\$64,00
Sundays and Holidays	\$64,00	\$128,00	\$64,00	\$192,00	\$96,00
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$48,00	\$96,00	\$48,00	\$128,00	\$64,00
Saturdays	\$64,00	\$128,00	\$64,00	\$192,00	\$96,00
Sundays and Holidays	\$96,00	\$192,00	\$96,00	\$256,00	\$128,00

**\*to finish Ship only**

OR

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$32,00	\$64,00	\$32,00	\$96,00	\$48,00
Saturdays	\$64,00	\$128,00	\$64,00	\$192,00	\$64,00
Sundays and Holidays	\$64,00	\$128,00	\$64,00	\$192,00	\$96,00
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$48,00	\$96,00	\$48,00	\$128,00	\$64,00
Saturdays	\$64,00	\$128,00	\$64,00	\$192,00	\$96,00
Sundays and Holidays	\$96,00	\$192,00	\$96,00	\$256,00	\$128,00

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$32,00	\$48,00	\$64,00		
Saturdays	\$64,00	\$64,00	\$64,00		
Sundays and Holidays	\$64,00	\$64,00	\$64,00		

**APPENDIX "D"**

**2011/2012 WAGE RATES IN FORCE**

**JULY 1, 2011 TO JUNE 30, 2012 (INCLUSIVELY)**

**ARTICLE 3 - Hazardous Cargoes**

**Basic Hourly Rate: \$ 32,15**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$32,15	\$64,30	\$32,15	\$48,23	
Saturdays	\$64,30	\$128,60	\$64,30	\$96,45	
Sundays and Holidays	\$64,30	\$128,60	\$64,30	\$96,45	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$32,15	\$64,30	\$32,15	\$48,23	
Saturdays	\$64,30	\$128,60	\$64,30	\$192,90	
Sundays and Holidays	\$64,30	\$128,60	\$64,30	\$192,90	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$48,23	\$96,45	\$48,23		
Saturdays	\$64,30	\$128,60	\$64,30		
Sundays and Holidays	\$96,45	\$192,90	\$96,45		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$32,15	\$64,30	\$32,15	\$48,23	
Saturdays	\$64,30	\$128,60	\$64,30	\$96,45	
Sundays and Holidays	\$64,30	\$128,60	\$64,30	\$96,45	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$48,23	\$96,45	\$48,23		
Saturdays	\$64,30	\$128,60	\$64,30		
Sundays and Holidays	\$96,45	\$192,90	\$96,45		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$32,15	\$64,30	\$32,15	\$96,45	\$48,23
Saturdays	\$64,30	\$128,60	\$64,30	\$192,90	\$64,30
Sundays and Holidays	\$64,30	\$128,60	\$64,30	\$192,90	\$96,45
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$48,23	\$96,45	\$48,23	\$128,60	\$64,30
Saturdays	\$64,30	\$128,60	\$64,30	\$192,90	\$96,45
Sundays and Holidays	\$96,45	\$192,90	\$96,45	\$257,20	\$128,60

**\*to finish Ship only**

OR

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$32,15	\$64,30	\$32,15	\$96,45	\$48,23
Saturdays	\$64,30	\$128,60	\$64,30	\$192,90	\$64,30
Sundays and Holidays	\$64,30	\$128,60	\$64,30	\$192,90	\$96,45
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$48,23	\$96,45	\$48,23	\$128,60	\$64,30
Saturdays	\$64,30	\$128,60	\$64,30	\$192,90	\$96,45
Sundays and Holidays	\$96,45	\$192,90	\$96,45	\$257,20	\$128,60

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$32,15	\$48,23	\$64,30		
Saturdays	\$64,30	\$64,30	\$64,30		
Sundays and Holidays	\$64,30	\$64,30	\$64,30		

**APPENDIX "D"**

**2012 WAGE RATES IN FORCE**

**JULY 1, 2012 TO DECEMBER 31, 2012 (INCLUSIVELY)**

**ARTICLE 1 - General Rates**

**Basic Hourly Rate: \$ 32,44**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$32,44	\$64,88	\$32,44	\$48,66	
Saturdays	\$64,88	\$129,76	\$64,88	\$97,32	
Sundays and Holidays	\$64,88	\$129,76	\$64,88	\$97,32	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$32,44	\$64,88	\$32,44	\$48,66	
Saturdays	\$64,88	\$129,76	\$64,88	\$194,64	
Sundays and Holidays	\$64,88	\$129,76	\$64,88	\$194,64	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$48,66	\$97,32	\$48,66		
Saturdays	\$64,88	\$129,76	\$64,88		
Sundays and Holidays	\$97,32	\$194,64	\$97,32		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$32,44	\$64,88	\$32,44	\$48,66	
Saturdays	\$64,88	\$129,76	\$64,88	\$97,32	
Sundays and Holidays	\$64,88	\$129,76	\$64,88	\$97,32	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$48,66	\$97,32	\$48,66		
Saturdays	\$64,88	\$129,76	\$64,88		
Sundays and Holidays	\$97,32	\$194,64	\$97,32		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$32,44	\$64,88	\$32,44	\$97,32	\$48,66
Saturdays	\$64,88	\$129,76	\$64,88	\$194,64	\$64,88
Sundays and Holidays	\$64,88	\$129,76	\$64,88	\$194,64	\$97,32
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$48,66	\$97,32	\$48,66	\$129,76	\$64,88
Saturdays	\$64,88	\$129,76	\$64,88	\$194,64	\$97,32
Sundays and Holidays	\$97,32	\$194,64	\$97,32	\$259,52	\$129,76

**\*to finish Ship only**

OR

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$32,44	\$64,88	\$32,44	\$97,32	\$48,66
Saturdays	\$64,88	\$129,76	\$64,88	\$194,64	\$64,88
Sundays and Holidays	\$64,88	\$129,76	\$64,88	\$194,64	\$97,32
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$48,66	\$97,32	\$48,66	\$129,76	\$64,88
Saturdays	\$64,88	\$129,76	\$64,88	\$194,64	\$97,32
Sundays and Holidays	\$97,32	\$194,64	\$97,32	\$259,52	\$129,76

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$32,44	\$48,66	\$64,88		
Saturdays	\$64,88	\$64,88	\$64,88		
Sundays and Holidays	\$64,88	\$64,88	\$64,88		



**APPENDIX "D"**

**2012 WAGE RATES IN FORCE**

**JULY 1, 2012 TO DECEMBER 31, 2012 (INCLUSIVELY)**

**ARTICLE 2 - Dirty, Obnoxious and Refrigerated Cargoes**

**Basic Hourly Rate: \$ 32,79**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$32,79	\$65,58	\$32,79	\$49,19	
Saturdays	\$65,58	\$131,16	\$65,58	\$98,37	
Sundays and Holidays	\$65,58	\$131,16	\$65,58	\$98,37	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$32,79	\$65,58	\$32,79	\$49,19	
Saturdays	\$65,58	\$131,16	\$65,58	\$196,74	
Sundays and Holidays	\$65,58	\$131,16	\$65,58	\$196,74	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$49,19	\$98,37	\$49,19		
Saturdays	\$65,58	\$131,16	\$65,58		
Sundays and Holidays	\$98,37	\$196,74	\$98,37		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$32,79	\$65,58	\$32,79	\$49,19	
Saturdays	\$65,58	\$131,16	\$65,58	\$98,37	
Sundays and Holidays	\$65,58	\$131,16	\$65,58	\$98,37	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$49,19	\$98,37	\$49,19		
Saturdays	\$65,58	\$131,16	\$65,58		
Sundays and Holidays	\$98,37	\$196,74	\$98,37		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$32,79	\$65,58	\$32,79	\$98,37	\$49,19
Saturdays	\$65,58	\$131,16	\$65,58	\$196,74	\$65,58
Sundays and Holidays	\$65,58	\$131,16	\$65,58	\$196,74	\$98,37
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$49,19	\$98,37	\$49,19	\$131,16	\$65,58
Saturdays	\$65,58	\$131,16	\$65,58	\$196,74	\$98,37
Sundays and Holidays	\$98,37	\$196,74	\$98,37	\$262,32	\$131,16

**\*to finish Ship only**

OR

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$32,79	\$65,58	\$32,79	\$98,37	\$49,19
Saturdays	\$65,58	\$131,16	\$65,58	\$196,74	\$65,58
Sundays and Holidays	\$65,58	\$131,16	\$65,58	\$196,74	\$98,37
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$49,19	\$98,37	\$49,19	\$131,16	\$65,58
Saturdays	\$65,58	\$131,16	\$65,58	\$196,74	\$98,37
Sundays and Holidays	\$98,37	\$196,74	\$98,37	\$262,32	\$131,16

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$32,79	\$49,19	\$65,58		
Saturdays	\$65,58	\$65,58	\$65,58		
Sundays and Holidays	\$65,58	\$65,58	\$65,58		

**APPENDIX "D"**

**2012 WAGE RATES IN FORCE**

**JULY 1, 2012 TO DECEMBER 31, 2012 (INCLUSIVELY)**

**ARTICLE 3 - Hazardous Cargoes**

**Basic Hourly Rate: \$ 32,94**

**TERMINAL WORK**

	<b>08:00 to 12:00</b>	<b>12:00 to 13:00</b>	<b>13:00 to 17:00</b>	<b>*17:00 to 18:00</b>	
Monday to Friday	\$32,94	\$65,88	\$32,94	\$49,41	
Saturdays	\$65,88	\$131,76	\$65,88	\$98,82	
Sundays and Holidays	\$65,88	\$131,76	\$65,88	\$98,82	

**OR**

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 16:30</b>	<b>*16:30 to 17:30</b>	
Monday to Friday	\$32,94	\$65,88	\$32,94	\$49,41	
Saturdays	\$65,88	\$131,76	\$65,88	\$197,64	
Sundays and Holidays	\$65,88	\$131,76	\$65,88	\$197,64	
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:00</b>		
Monday to Friday	\$49,41	\$98,82	\$49,41		
Saturdays	\$65,88	\$131,76	\$65,88		
Sundays and Holidays	\$98,82	\$197,64	\$98,82		

**OR**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	
Monday to Friday	\$32,94	\$65,88	\$32,94	\$49,41	
Saturdays	\$65,88	\$131,76	\$65,88	\$98,82	
Sundays and Holidays	\$65,88	\$131,76	\$65,88	\$98,82	
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>		
Monday to Friday	\$49,41	\$98,82	\$49,41		
Saturdays	\$65,88	\$131,76	\$65,88		
Sundays and Holidays	\$98,82	\$197,64	\$98,82		

**\*For receiving and shipping conventional cargo only (not containerized)**

**NON-CONTINUOUS OPERATIONS**

	<b>08:00 to 11:30</b>	<b>11:30 to 12:30</b>	<b>12:30 to 16:00</b>	<b>*16:00 to 17:00</b>	<b>*17:00 to 21:00</b>
Monday to Friday	\$32,94	\$65,88	\$32,94	\$98,82	\$49,41
Saturdays	\$65,88	\$131,76	\$65,88	\$197,64	\$65,88
Sundays and Holidays	\$65,88	\$131,76	\$65,88	\$197,64	\$98,82
	<b>16:00 to 19:30</b>	<b>19:30 to 20:30</b>	<b>20:30 to 24:00</b>	<b>*24:00 to 01:00</b>	<b>*01:00 to 05:00</b>
Monday to Friday	\$49,41	\$98,82	\$49,41	\$131,76	\$65,88
Saturdays	\$65,88	\$131,76	\$65,88	\$197,64	\$98,82
Sundays and Holidays	\$98,82	\$197,64	\$98,82	\$263,52	\$131,76

**\*to finish Ship only**

OR

	<b>08:00 to 13:00</b>	<b>13:00 to 14:00</b>	<b>14:00 to 17:00</b>	<b>*16:30 to 17:30</b>	<b>*17:30 to 21:30</b>
Monday to Friday	\$32,94	\$65,88	\$32,94	\$98,82	\$49,41
Saturdays	\$65,88	\$131,76	\$65,88	\$197,64	\$65,88
Sundays and Holidays	\$65,88	\$131,76	\$65,88	\$197,64	\$98,82
	<b>16:30 to 21:30</b>	<b>21:30 to 22:30</b>	<b>22:30 to 01:30</b>	<b>*01:00 to 02:00</b>	<b>*02:00 to 06:00</b>
Monday to Friday	\$49,41	\$98,82	\$49,41	\$131,76	\$65,88
Saturdays	\$65,88	\$131,76	\$65,88	\$197,64	\$98,82
Sundays and Holidays	\$98,82	\$197,64	\$98,82	\$263,52	\$131,76

**\*to finish only**

**CONTINUOUS OPERATIONS**

<b>Shift work</b>	<b>08:00 to 16:00</b>	<b>16:00 to 24:00</b>	<b>24:00 to 8:00</b>		
Monday to Friday	\$32,94	\$49,41	\$65,88		
Saturdays	\$65,88	\$65,88	\$65,88		
Sundays and Holidays	\$65,88	\$65,88	\$65,88		

**APPENDIX "D" - (cont'd)**

**a) Meal hours**

In the event employees are required to work through a meal hour and continue beyond such meal hour, then, for such hours worked beyond the meal hour, they shall be paid the greater of the meal hour rate or double the rate for the hours following the meal hour.

**b) Rates of pay for Floormen, Stowagemen & Head Checkers**

All hours worked as Floorman, Stowageman and Head Checker shall be paid at \$0.75 an hour extra for each hour. It is understood that the \$0.75 premium is added in conformity with the overtime rates.

**c) Rates of pay for office men**

All hours worked as office man shall be paid at \$0.25 an hour extra for each hour. It is understood that the \$0.25 premium is added in conformity with the overtime rates.

**d) Rates of pay for shift work**

The rates of pay for shift work provided for in clause 14.04 will be as follows from Monday to Friday inclusively:

- from 08h00 to 16h00 - basic rate
- from 16h00 to 24h00 - time and one half (1 1/2)
- from 24h00 to 08h00 - double time

The double time rate shall apply for shift work performed on Saturdays, Sundays and statutory holidays.

## APPENDIX "E"

### List of employees covered by job security

#### Group I

#ANC.	#EMPL.	NOM	Primaire
1	4265	NOLAN WILLIAM	CTERM
5	4323	LAMY JEAN-CLAUDE	SCTSK
7	4203	ALLARD SERGE	CTERM
8	4205	SCHROETER BRIAN	CTERM
9	4207	KELSALL MARK	CTERM
10	4208	BEERWORTH MICHAEL	CTERM
12	4301	PARENT CHRISTIAN	SCTSK
13	4302	SALMERI FRANK	RACOV
14	4303	PITTMAN GREGORY	RACOV
15	4304	NORMANDEAU CLAUDE	SCTSK
16	4410	BEERWORTH WALTER	RACOV
17	4404	VAUGHAN ALAN	RACOV
18	4045	AGETEES WARREN	SCTSK
19	4233	VAUDRY SEAN	RACOV
20	4212	ADAMS ROBERT	RACOV
21	4064	CLAHANE MARTIN	SCTSK
22	4006	BEERWORTH LORNE	SCTSK
23	4283	HARTE MICHAEL	SCTSK
24	4225	DOYLE DOMINIC	RACOV
25	4290	GOSSELIN DENIS	CTERM
26	4173	VAUDRY THOMAS JR.	RACOV
27	4108	RAYMOND SYLVAIN	SCTSK
28	4109	CAUCHI DAVID	RACOV
29	4414	CLAHANE MICHAEL	SCTSK
30	4474	GREGOIRE NORMAND	RACOV
31	4420	HUGHES JOSEPH	RACOV
32	4103	L'HERAULT PIERRE	CTERM
33	4049	WRIGHT JAMES	RACOV
34	4066	WEIR WALTER	SCTSK
36	4014	BATTEN ALBERT	CTERM
37	4194	LAVALLEE REJEAN	SCTSK
38	4228	SHANK BRUCE	RACOV
39	4234	BEERWORTH DONALD JR.	RACOV
40	4311	VAUDRY GREGORY	CTERM
41	4429	DUMONT STEPHANE	RACOV
42	4174	GARAUGHTY CHAUNCEY	CTERM
43	4175	SEASONS BRIAN	CTERM
44	4124	COURTEAU GUY	SCTSK
45	4240	TIBERIO PETER	RACOV
46	4356	GEAREY KENNETH	RACOV
47	4281	DOYLE EDWARD	RACOV
48	4487	ANDREOLI JOSEPH	SCTSK
49	4137	O'NEILL MICHAEL	CTCEM
50	4489	FLYNN EDWARD	RACOV
51	4471	PARENT SCOTT	RACOV

52	4461	CORMIER MICHEL	RACOV
53	4468	SAWERS JOHN	CTERM
54	4469	PETIT RONALD G	RACOV
55	4260	LAURIE LARRY	SCTSK
56	4472	MULCAHY IAN	SCTSK
57	4261	BOUFFARD LINE	SCTSK
58	4478	SAVARD MICHEL	RACOV
59	4480	METCALFE KEVIN	RACOV
60	4484	LUPUYO GUY	SCTSK
61	4262	HARTE BRADY	SCTSK
62	4271	KERR WENDY LYNN	SCTSK
63	4493	NEILL EVA	CTERM
65	4172	GEAREY JOHN	RACOV
66	4037	O'CONNOR SEAN	SCTSK
67	4005	ANDREOLI DAREN	SCTSK
68	4105	WAITE KEVIN	SCTSK
69	4499	VAUGHAN DONALD	RACOV
70	4030	DU TEMPLE REAL	SCTSK
71	4167	CLAHANE BRIAN RONALD	CTERM
72	4224	MOTT D'ARCY	SCTSK
73	4241	L'HERAULT JEAN	CTERM
74	4497	YOUNG DANIEL	SCTSK
76	4070	AUGER PIERRE	RACOV
77	4249	GOSSELIN MICHEL	SCTSK
78	4277	GAGNON DANIEL	RACOV
79	4354	O'REILLY IAN	RACOV
80	4239	LOW DANIEL	CTCEM
81	4463	CHEVALIER MAURICE	RACOV
82	4145	MATTICKS BRIAN	CTCLO
83	4386	LAVALLEE LOUIS	SCTSK
84	4189	TRAVERS CHARLES	SCTSK
85	4040	GALIPEAULT YVON	SCTSK
86	4372	O'NEILL JOHN	SCTSK
87	4441	BLOCHA MICHAEL	SCTSK
88	4348	LEKOS ANDREAS	RACOV
89	4256	KILLEN ELIZABETH	RACOV
90	4401	REID MICHEL	CTCLO
91	4114	GOBEIL ERIC	CTERM
92	4120	CLAHANE WAYNE	CTERM
93	4121	BEERWORTH LARRY	RACOV
94	4122	MATTICKS GERALD	CTERM
95	4123	O'LEARY GERRY	RACOV
96	4125	AMICONE ANTONIO	CTERM
97	4126	COMTOIS SYLVIE	CTERM
98	4127	DURAND STEPHANE	CTCLO
99	4128	KELSALL IAN	CTERM
100	4129	LIGHTFOOT DEREK	CTERM
101	4093	THERIAULT LYNE	CTERM
102	4130	NOGUERA JERRY	CTCLO
103	4132	GEARY THOMAS	RACOV
104	4133	SCULLY PATRICK	CTERM
105	4134	WILSON CRAIG	CTCEM

106	4136	BLOUIN DENIS	CTERM
107	4140	BELANGER LUC	CTERM
108	4142	D'AMBROSIO MICHEL	RACOV
109	4143	GIROUX RON	RACOV
110	4147	GEARY MICHAEL	RACOV
111	4148	PENNY GARY	RACOV
112	4149	WRIGHT JOHN	CTERM
113	4150	MANCINI ROCCO	CTERM
114	4151	MATTICKS CHRISTOPHER	CTERM
115	4153	BATTEN DANIEL	RACOV
116	4154	PAQUIN CAROLINE	CTERM
117	4157	MC GEE ROBERT	SCTSK
118	4158	AUGER STEVE	RACOV
119	4159	PETIT BRENT	CTERM
120	4162	CHU RICKY	SCTSK
121	4163	MULLIN CANDACE	RACOV
122	4166	BEERWORTH III DONALD	SCTSK
123	4168	LANDEVIN SYLVIE	SCTSK
124	4170	WEBSTER GARY	SCTSK
125	4171	NICOLL GARY	SCTSK
126	4176	FORGET BRENDA	SCTSK
127	4177	LAVINSCAS JAMES	SCTSK
128	4179	SEASONS SHAWN	SCTSK
129	4181	BRADLEY DAVID	SCTSK

**APPENDIX "E"**

**List of employees covered by job security**

**Group II**



## **APPENDIX "F"**

### **Employees on the reserve pool**

#ANC.	#EMPL.	NOM	Primaire
0	40455	TURLEY SUSAN	CHECK
0	40466	MCNICHOLL JONATHAN	CHECK
0	40354	MEYERS RYAN	CHECK
0	40358	FURLONG BRAD	CHECK
0	40359	HARRIS BRENT	CHECK
0	40468	HUGHES JASON	CHECK
0	40470	GIROUX MATTHEW	CHECK
0	40471	ARCURI JASON	CHECK
0	40480	ROSS BRIAN	CHECK
0	40482	WEIR WYATT	CHECK
0	40478	FLYNN CHRISTOPHER	CHECK
0	40477	CYR BRUNO	CHECK
0	40483	GREGOIRE MAXIME	CHECK
0	40486	LECLERC DANY	CHECK
0	40487	AUGER LYN	CHECK
0	40489	MAIN IAIN	CHECK
0	40488	O'NEILL JASON	CHECK
0	40490	LALONDE CHANTAL	CHECK
0	40494	CYR MARTIN	CHECK

**LETTER OF INTENT # 1**

The Maritime Employers Association agrees that for the purpose of Article 9.06(b), the Union representative may advise the dispatch centre provided a valid medical certificate is forwarded to the Maritime Employers Association within the following twenty-four (24) hours.

\*\*\*\*\*

**LETTER OF INTENT # 2**

The Maritime Employers Association agrees that, within 30 days of the coming into force of the collective agreement, all permanent staff positions shall be reposted in accordance with the posting provisions of the collective agreement.

Within 30 days of the coming into force of the collective agreement there shall be a reposting of classifications other than permanent staff positions in accordance with the posting provisions of the collective agreement.

\*\*\*\*\*

**LETTER OF INTENT # 3**

~~Unless immediate action is required, the Maritime Employers Association will maintain the actual procedure with regards to disciplinary measures. The employee will be informed, in accordance with Article 4.04, of any disciplinary decision taken by management as well as the reasons and the six (6) weeks delay will continue to apply as to the implementation of said disciplinary measures.~~

\*\*\*\*\*

**LETTER OF INTENT # 4**

~~Even though the name of Mr. Raymond Desgagnés is not listed under Appendix "E", the following is to confirm that he is covered by Job Security and if he should reintegrate the workforce at any time during the life of the collective agreement, he will be eligible to the Job Security Plan.~~

\*\*\*\*\*

**LETTER OF INTENT # 5**

**RE: Reintegration of employees / night work exemptions**

This letter confirms the intention of the Maritime Employers Association with regards to the above-mentioned subject.

The MEA will evaluate at its merit legitimate demands for night work exemption for an employee who suffered a non work-related injury or sickness, provided that said demand is backed by a specific medical certificate, and will try to accommodate the demand on a best effort basis.

\*\*\*\*\*

**LETTER OF INTENT # 6**

**RE: Reintegration of employees**

The Maritime Employers Association agrees to encourage employees who suffer from an occupational injury to reintegrate into the workforce as soon as possible.

To this end, the MEA, in collaboration with the Union, agrees to consider the return to work of an employee who has functional limitations.

In such cases, the MEA will evaluate the reintegration possibilities, beginning with the granting of one or more classifications as required to allow the employee to work for a similar number of hours as other employees who hold the same classifications.

\*\*\*\*\*

**LETTER OF INTENT # 7**

**Re: Social Security Program**

WHEREAS the Maritime Employers Association and International Longshoremen's Association, Local 1657 signed a memorandum of agreement *Master Trust Agreement* on June 5<sup>th</sup>, 1974 to define the funding of the pension plan;

WHEREAS article 23 of the Collective Agreement states the continuation of the current pension plan and its administration by ten (10) trustees (hereinafter referred to as the "Board of Trustees");

WHEREAS article 23.06 of the Collective Agreement stipulates "*an obligation for the trustees to reduce benefits in the event that the contributions shall not be sufficient to cover the cost of benefits, their administration and the current actuarial deficit*";

WHEREAS the pension plan text dated February 22, 1994 (as amended on a number of occasions including an amendment set forth on January 1, 2005) has been adopted by the Board of Trustees. This amendment defines the operation and benefits under the pension plan and formalizes the role, duties and powers of the Board of Trustees;

WHEREAS section 10.4.1 of the pension plan text gives authority to the Board of Trustees to amend the pension plan as well as the power "*to reflect the provisions of the collective labor agreements that are renewed from time to time*";

WHEREAS sections 10.5 and 11.3.8 of the pension stipulates the orderly fund management of the plan and the orderly adjustment of benefits when required by the financial position of the pension; and

~~WHEREAS the parties wish to provide guidance to the Board of Trustees with respect to establishing an adequate provision for adverse deviation (hereinafter referred to as "PAD") and on the level of benefits provided;~~

THE PARTIES HAVE AGREED TO THE FOLLOWING:

1. That the pension plan is a multi-employer plan, the security of benefits provided by the pension plan is only guaranteed by the assets held in the pension plan and the participating employers' responsibility is limited to making the contribution in accordance with the Collective Agreement.
2. ~~To set a target of 10% for the PAD in order to ensure the security of benefits which take effect starting January 1<sup>st</sup>, 2007. The PAD of 10% shall correspond to the greatest of 10% of the going concern and the solvency liabilities as determined by the actuary.~~
3. Effective January 1<sup>st</sup>, 2007, benefits granted in a plan year shall also be set annually following an analysis of the financial position of the pension plan. In setting the benefit level for the year, the Board of Trustees shall take into account the expected employers' contributions in the year, the estimated current service cost and other relevant financial information on the pension plan, including, but not limited to, the performance of the pension plan between the valuation date and the date a decision is reached by the Board of Trustees, the expected increase in solvency liability due service brackets, the expected return on the pension plan's assets. ~~Inasmuch as possible, the benefit shall be set at a level that would normally allow the pension plan to attain the 10% PAD target over a 5-year period. When the PAD is below the 10% target, the level of benefit will be lower than the level that can be provided by the annual employers' contributions. Conversely, when the PAD is above the 10% target, the level of benefit will be higher than the level that can be provided by the annual employers' contributions.~~
4. Effective January 1<sup>st</sup>, 2007, the monthly retirement pension for a participant with thirty-five (35) years of service or more and aged sixty-five (65) years or over on his date of retirement will be calculated at a monthly rate of ~~3.7~~ **3.8** (%) percent of accumulated credits.
5. That while the above will greatly improve the security of benefits and diminish the likelihood of future reduction in accrued benefits (like the 15% January 1, 2005 reduction), unforeseen circumstances may occur that will require the Board of Trustees to implement changes other than those contemplated above to meet the requirements of the pension legislation and regulation hereunder or their fiduciary duties to the pension plan members.
6. That this should be referred to as the Benefit Policy for the pension plan.
7. ~~That the parties shall make the necessary changes to the memorandum of agreement *Master Trust Agreement* signed on June 5<sup>th</sup>, 1974 to ensure that the trustees are bound to administer the Checkers Pension Plan pursuant to the provisions of the Collective agreement that is renewed time to time.~~
8. ~~That the Board of Trustees shall modify the second paragraph of Section 10.4.1 of the Checkers Pension Plan to read as follows:~~

~~"The Board of Trustees shall amend the plan to reflect the provisions of the collective labour agreements that are renewed from time to time"~~
9. ~~That the Board of Trustees shall make the necessary changes to the pension plan text to ensure its' content is in accordance with content set forth in this letter of intent.~~

~~10. That the Board of Trustees will submit the amendments of the Checkers Pension Plan to the parties for approval, prior to its registration with the relevant regulatory authorities (OSFI and the CRA).~~

~~11. The employer will start contributing, by the hourly pension contribution rate as set at Article 23.01 b) of the Collective agreement, to the Checkers Pension Plan only when all the above conditions are met and the approval of OSFI and the CRA are granted.~~

~~Meanwhile, the employer will continue to contribute \$78,115 per month for the year 2007 and \$80,458 per month for the year 2008 to the Social Security Program. The difference between these amounts and the hourly pension contribution, as set in the collective agreement, will be invested into a separate pension trust fund.~~

~~Once the changes are approved by OSFI and the CRA, the separate pension trust fund value will be remitted to the Social Security program.~~

~~If the changes to the pension plan text necessary to put into effect the will of the parties to this collective agreement with regards to the pension plan are not approved by OSFI or the CRA, the Board of Trustees will be required to make the necessary changes to the plan text to gain approval from OSFI and the CRA while making sure that the will of the parties expressed in this letter of intent is reserved.~~

#### **LETTER OF INTENT # 8**

**Re: Weekends off**

The Maritime Employers Association agrees that for the purpose of weekends off, the Union's representative may be mandated on behalf of the employees to fax the proper documentation to the Maritime Employers Association requesting the weekend off at least forty-eight (48) hours prior to the date(s) requested by the employee.

#### **LETTER OF INTENT # 9**

**Re: ~~Vacation Choice Workgroup~~**

~~It is agreed that a work group is formed with the objective of trying to bring some solutions to the vacation choices.~~

~~The work group will be comprised of two (2) permanent representatives from each parties.~~

~~The work group will meet on days agreed by the parties with the mandate to suggest modification to the vacation system in accordance with the need to maintain or improve the efficiency of the vacation choices and to insure that the operational needs of each employer are met.~~

~~Notwithstanding the preceeding paragraphs, the employer will make the final decision in accordance with the collective agreement.~~

**NEW LETTERS OF INTENT:**

**SUBJECT: Job posting**

**Maritime Employers Association agrees to hold a classification committee as described in article 8.10 e) within fifteen (15) days of the signing of the collective agreement to include the present procedure for all job postings in the minutes of said committee.**

**SUBJECT: Extreme temperature**

**The M.E.A., its member companies and the Union agree to mandate local health and safety committees to discuss measures to be taken in order to protect workers in extreme temperatures.**

**SUBJECT: Shift Work**

**It is agreed that a work group is formed with the objective of trying to improve the quality of life by bringing some solutions to problems caused by shift work.**

**The work group will be comprised of two (2) permanent representatives from each of the parties and will address the problems based on three basic objectives:**

- Find ways to better control shift changes;**
- Educate workers on the risks associated with shift work;**
- Maintain the efficiency of the work force;**

**The work group will meet on days agreed by the parties with the mandate to suggest awareness campaign and modification to the dispatch of the work force in accordance with the operational needs.**

**SUBJECT: Solutions to the Pension Plan**

**The parties, being aware of the systemic problems facing the pension plan and contributions to the individual cards of the active members, have decided to create a committee (minimum of three (3) members) each to find a solution to the immediate problem and the future of the plan.**

**The committee will evaluate the possibility of modifying the current master agreement and evaluate the option of creating a group RRSP for the active members. The committee will have the right to look / evaluate any other option that might be suggested by the actuary of the plan to remedy the current situation.**

**The committee will submit its report and recommendations to parties in the three (3) months following the coming into force of the present collective agreement for immediate action. It is agreed that the parties will absorb all expenses tied to the process.**

**IN WITNESS THEREOF, ALL THE LETTERS OF INTENT # 1 TO .... ARE SIGNED  
ON THIS THIS .....<sup>TH</sup> DAY OF ....., 2011**

**MARITIME EMPLOYERS ASSOCIATION**

**INTERNATIONAL ONGSHOREMEN'S  
ASSOCIATION, Local 1657**

\_\_\_\_\_  
**JEAN BÉDARD**

\_\_\_\_\_  
**ALBERT BATTEN**

\_\_\_\_\_  
**NORMAND DAOUST**

\_\_\_\_\_  
**KEVIN WAITE**

\_\_\_\_\_  
**CHANTAL LEFEBVRE**

\_\_\_\_\_  
**IAN MULCAHY**

\_\_\_\_\_  
**STÉPHANE MORENCY**

\_\_\_\_\_  
**DENIS GOSSELIN**

\_\_\_\_\_  
**MANON GERVAIS**

\_\_\_\_\_  
**CHRISTIAN PARENT**

\_\_\_\_\_  
**STÉPHANE SAUCIER**

\_\_\_\_\_  
**MALCOLM MACLEOD**

\_\_\_\_\_  
**JEAN-PIERRE LANGLOIS**

\_\_\_\_\_  
**NICOLA DOLBEC**

\_\_\_\_\_  
**JEAN-FRANÇOIS THIBAULT**