

Collective Agreement

BETWEEN

The Halifax Employers Association acting for and on behalf of its members, Steamship Companies and Agents employing labour, contracting Stevedores and Terminal Operators handling vessels in the Port of Halifax, N.S.

Hereinafter referred to as: "Company", "Association" or "Management"



AND

The Council of I.L.A. Locals for the Port of Halifax for and on behalf of The Halifax Longshoremen's Association, Halifax Freight and Steamship Checkers Union, Local 1341 ILA

Hereinafter referred to as the "Council"

The term "Union" shall mean a single Local



(January 1, 2022 to December 31, 2025)

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ARTICLE 1 – PURPOSE – ALL LOCALS

The purpose of this agreement is to promote satisfactory relations between the companies, the Association and the Council, Local Unions, to provide justice and safety for all concerned, as well as machinery for the prompt disposition of grievances, and to establish working conditions to be strictly observed by all parties, as well as hours of work and wage rates for all employees covered by this agreement.

ARTICLE 2–RECOGNITION & ADMINISTRATION – ALL LOCALS

2.01 EXCLUSIVE BARGAINING AGENT - ALL LOCALS

- a) The Halifax Employers Association and its members recognize the Council of I.L.A. Locals for the Port of Halifax as the exclusive bargaining agent for the following three bargaining units:
 - I) all employees represented by Halifax Longshoremen’s Association, Local 269 ILA employed as longshoremen, foremen and walking bosses in the longshoring industry at the Port of Halifax, including those who perform tailgating, to the extent that this does not infringe on the jurisdiction of another union;
 - II) all employees represented by the Halifax Freight and Steamship Checkers Union, Local 1341 ILA employed as checkers in the longshoring industry in the Port of Halifax, including head checkers; and
 - III) all employees represented by Halifax Gear Repair and Maintenance Men, Local 1825 ILA, employed as gear repair and maintenance persons in the longshoring industry in the geographical area of the Port of Halifax.
- b) The Council of I.L.A. Locals for the Port of Halifax and its member Locals recognize the Halifax

Employers Association as the exclusive bargaining agent for its members at the Port of Halifax, N.S.

2.02 EXCLUSIVE ASSIGNMENT OF UNION MEMBERS

- a) The parties recognize that longshoremen, members of Local 269, will be assigned to work covered by this agreement, exclusively to employers who are members of the Halifax Employers Association.
- b) In the case of Locals 1341 and 1825, the parties agree that employees will be assigned to work covered by this agreement, exclusively to employers who are members of the Halifax Employers Association.
- c) Dangerous Cargo Spill Or Breach

Notwithstanding the foregoing, in the event of a dangerous cargo spill or breach Management will take charge of the situation and will take whatever steps it deems necessary, including the temporarily suspending the Union's jurisdiction over the work until such time as the situation is under control and the Assessment Team can be assembled. The Assessment Team, which is comprised of representatives of Management, the Union and any outside contractor/external expertise, once assembled, is responsible for ensuring that the spillage or breach is rectified, and the dangerous goods once again are made safe for handling.

It is agreed that the Assessment Team, once called in, has control of the situation and may, in its discretion, cause outside contractors to be employed for the purpose of de-stuffing containers or to perform any other required work, during the time the Team considers the cargo to be unsafe. However, once such goods are deemed safe by the Assessment Team for further handling, then any re-stuffing work, blocking and securing of containers,

re-stowage of goods, etc., is to be performed by members of the Union.

2.03 MANAGEMENT’S RIGHTS - ALL LOCALS

The Local Unions recognizes that the Management of the operations and direction of the workforce, including, but not limited to, the right to direct, plan and control operations and the working hours, determine all work procedures and methods, the right to hire, assign, promote, demote, increase and/or decrease the size of a basic workforce, providing the Local Union is given two (2) weeks advance notice (unless otherwise specifically stated herein), maintain order and discipline, including suspend or discharge employees for just cause or to release employees for other legitimate reasons, the right to introduce new and improved methods and to generally manage the operation, is vested exclusively in Management subject to preserving the health and safety of the employees and in compliance with all legal requirements. It is understood that this is subject to the provisions of this agreement, including the grievance and arbitration procedure. The term “working hours” used above refers to the hours when a Company decides that it will operate.

2.04 NO INCONSISTENT RULES, REGULATION OR RESOLUTIONS - ALL LOCALS

No rules, regulations, or resolution shall be passed by the Companies/the Association/Management or the Union Locals which are inconsistent with the provisions of this agreement.

2.05 UNION OFFICERS AND ADMINISTRATION OF AGREEMENT

a) PRESIDENT AND/OR BUSINESS AGENT(S) AND/OR ANOTHER OFFICER

Management acknowledges the right of the

Union Locals to appoint or otherwise select a President and/or Business Agent(s) and/or another officer, should such be designated by the Union, and agrees to recognize each of them for the purpose of scrutinizing the administration of this agreement. However, it is agreed that in the performance of their duties, they shall not interfere in the progress of the work of the employees nor interfere with Management in the exercise of its rights or with its determination of safe work methods. This provision applies equally to anyone designated by the Union to replace the above mentioned officials during their absence.

b) SHOP STEWARDS - LOCAL 1825

In the case of container terminal operations, Local 1825 may appoint shop stewards for each terminal to fulfil the above-mentioned function. It is understood that each such individual must be a member of the respective Company's basic work force and shall continue to work as such, subject to the relevant provisions of the Collective Agreement. A shop steward shall not leave work without permission. The Union must advise the H.E.A. in writing of the name(s) of the shop steward(s).

c) TIME OFF FOR PRESIDENT - LOCAL 1825

It is agreed that subject to the following, the President of Local 1825 may from time to time obtain time off without pay during personal working hours in order to tend to urgent Union business. However, the Union agrees that this will only apply in the event that the matter is of such urgency that it cannot be dealt with outside of normal hours. In such cases as much advance notice as possible will be given to the employing Company. Furthermore, the

parties agree that the Union President will not leave work without permission and such permission shall not be unreasonably denied.

ARTICLE 2B – RECOGNITION – Local 1341

2B.06 (a)

On all vessels, barges and in all sheds and on all piers and open cargo storage areas, and in and on all Terminals in the Port of Halifax under the jurisdiction of the signatories of this agreement, members of the Union shall have the right to all work in connection with the checking, stencilling and marking of cargoes (including the weighing and/or labelling of containers) when controlled and required by Management.

The work referred to herein shall be deemed to mean:

- **the operation of automated dispatching and exception handling as it relates to cargo and equipment wherever done or performed;**
- checking in connection with the receiving/delivery of cargo to/from any carrier, including the verification of related cargo documentation (i.e. pick-up and delivery orders; government authorizations);
- count and tally cargo;
- examine cargo and/or containers for damage and notate same;
- carry out checking duties related to the loading/unloading of cargo vessels in accordance with documentation provided by Management;
- checking the dock placement of cargo;
- in connection with the checking, including sorting, of cargo, direct its placement in accordance with Management's instructions;
- read and record reefer unit temperatures;
- the placing/removal of seals on containers and sealed cargo as well as the recording of seal numbers;
- in connection with checking, obtain carrier's signature for damages, shorts or overs;
- ordering of rail shunts except when a company elects to order shunts itself;

- the direction to move cargo, after receipt by an employer from an inland carrier or marine transport, in accordance with management's instructions. The union, in the following circumstances, is not required to give direction:
 - i. to move a piece of cargo on the brow that is interfering with the operation of the vessel;
 - ii. to move windfalls when the containers are being moved to their original place of rest or placed in an upright position.

NOTE: With respect to the dock placement of cargo the equipment operator may complete their assigned move but they are not permitted to change or update locations.

2B.06 (b)

It is understood that in the case of the operations of a supply base for offshore oil and gas-drilling rigs, there shall be no requirement to employ a Head Checker. Furthermore, the provisions of Article 2B.06(a) shall be waived in case an emergency delivery to an offshore rig is required at a time that employees are not working at the base.

2B.07 – ADMINISTRATION - Local 1341

- a) In consideration of the terms and conditions agreed to between the parties to this agreement, the Union undertakes and agrees to supply the necessary employees to perform all work required by the companies under the agreement throughout its term.
- b) It is agreed that the letter dated April 12, 1988, from the Maritime Employers Association to I.L.A. Local 1341 is hereby incorporated into the current Collective Agreement (copy attached).

Furthermore, it is clearly understood that when the Union is dispatching labour through the Hiring Hall, beyond

those individuals who are or who become employees as set forth in the letter of April 12, 1988, only those individuals who sign a copy of the attached "Release" form may be dispatched. A copy of the signed release will be provided to the Halifax Employers Association.

- c) When required, because of business arrangements, more than one company may perform work simultaneously on one vessel but not in the same hatch.

ARTICLE 3B - HOURS OF WORK & MEAL HOURS
- Local 1341

3B.01

a) The hours of work and meal hours shall be as follows:

	Work Periods	Meal Hours
1)	from 08h00 to 12h00	12h00 to 13h00
	from 13h00 to 17h00	17h00 to 18h00
	from 18h00 to 22h00	none
	from 18h00 to 23h00	23h00 to 24h00
	from 24h00 to 05h00	05h00 to 08h00
2)	from 24h00 to 08h00	1/2 hour between 03h30 and 04h30

- In (1) above, the 08h00 to 12h00 work period may start at 07h00, if required, in the case of passenger ships
- The midnight start applies only to terminal operations, roll-on/roll-off operations, non-ship work, container ship work and the start of all other ship work, wherever such work is covered in the Port of Halifax. At a container terminal operation a unit on a midnight start shall not be added to a vessel on which there was a unit on a "6 to 10" order working on it in the previous work period.
- Except when there is a no-work meeting starting at 8h00 or a no-work holiday, Management may extend employees for one (1) hour who are working on a

midnight start for ship and related terminal only. The rate between 08h00 and 09h00 would be double the midnight start hourly rate to a maximum of six (6) times the basic wage rate, i.e.:

Sunday to Thursday midnight:	4.5x
Friday midnight:	6x
Saturday midnight:	6x

The order to work through will be given by 07h00 and once given shall carry a guarantee of one (1) hour.

- The half (1/2) hour meal period during the midnight start work shall be continuous.
- When the head checker or terminal planner work through both (half hour) meal periods, they shall be paid for the half hour meal periods at the same rate of pay on which they are working (i.e., 2¼ times the appropriate day rate to a maximum of six (6) times the basic wage rate times one half).

3) The hours of work and meal hours for the “flex time start” which is only for the start of a vessel shall be:

Work Period	Meal Hour
from 07h00 to 12h00	12h00 to 13h00

Guarantees to be adjusted to reflect flex time early starts.

- (i) I.L.A. Local 1341 labour required from the hiring hall for the new flex time early start and as per Article 4B.01(c)(v) will be dispatched at 17h45 the day prior to such flex time start.
- (ii) The provision for the replacement of labour which does not report for work at the start of the flex time work period is as follows:

- 1) the relief checker will turn to 07h00
- 2) the most senior checker will be reordered for 07h00

3) the next available checker will be ordered for 08h00.

(iii) When ordering flex time labour the company may not add labour to a crane, ro/ro unit or gang at 08h00.

4) Continuous Truck Operations 07h00 to 17h00

- i) Continuous truck operations shall commence at 07h00 and end at 17h00.
- ii) Three (3) times the basic wage rate shall be paid between 07h00 and 08h00 and 12h00 and 13h00.
- iii) Relief will be on a maximum ratio of 4-3 and will apply to entire continuous operation. If no vessel is involved relief will only apply to the continuous operation.
- iv) Only trucks will be worked by employees on this order.
- v) With respect to Local 1341 any member being checked in for 18h00 shall be checked in at 13h00.
- vi) With respect to any employee who wishes to quit they must quit at 12h00.
- vii) Terminal foreman and head checker will be paid for the work-through at the three times the base rate and will revert to regular rate at the start of the period, unless there is a work through continuing past 13h00 then they would revert back to the prevailing work through rate.
- viii) Nothing in the above, other than number 4, prevents the employer from doing other work that is currently performed during a continuous truck operation.

- b) For the purpose of this agreement, it is understood that a day shall be the twenty-four (24) hour period from 08h00 to 08h00 the following day.

- c)
 - i) Employees required to work through any meal hour(s) shall be paid the appropriate meal hour rate for such time worked and at the same rate for all time worked thereafter until released for a meal period. In the event employees are required to work into a meal hour for the purposes other than to finish, they shall be guaranteed at least the one (1) hour meal period at the appropriate rate. In the event persons are required to work through a second consecutive meal period, then, as of the start of the second meal period, and thereafter until released for a meal period, they shall be paid double the rate to a maximum of six (6) times the basic wage rate set forth in the attached wage schedule for the second meal period or they shall be paid double the rate to a maximum of six (6) times the basic wage rate on which they are working, whichever is greater. Employees shall work through the meal hour(s) when and as ordered by Management.

Orders for employees who are required to work through will be made thirty (30) minutes prior to the end of the regular work period.

- ii) Work throughs at container terminals in the Port of Halifax shall be clearly defined as the following:
 - 1. The only finish work-through on a ship and related terminal work shall be to finish the ship.
 - 2. The only finish work through on the terminal shall be to finish the trucks.
 - 3. The only work through other than 1 or 2 above on the terminal and/or on the ship shall be the order to work through for one hour.

- iii) Work-throughs at non-container terminal operations in the Port of Halifax shall be clearly defined as the following:
 1. The only finish work through on a ship and related terminal shall be a specifically described finish of particular work and which will be stated prior to the work through.
 2. The only finish on the terminal shall be to finish the trucks and/or the rail.
 3. The only work through other than 1 or 2 above on the terminal and/or the ship shall be the order to work through for one hour.
- iv) The rate of pay for meal period work at 23h00 on the eve of a holiday shall be double the prevailing rate to a maximum of six (6) times the basic wage rate for the next work period.

- d) i. At a container terminal operation, new orders shall be available to the appropriate basic work force in accordance with the following:

<u>Orders For:</u>	<u>Orders to be Placed By:</u>
08h00	16h00 (preceding day)
13h00	07h00
18h00	12h00
24h00	12h00

- ii. At all other operations new orders shall be available to the appropriate basic work force in accordance with the following:

<u>Orders For:</u>	<u>Orders to be Placed By:</u>
08h00	16h00 (preceding day)
13h00	09h00
18h00 & 24h00	12h00

iii. **Orders at 16h00 Terminal Work**
18h00 - 22h00

The number of non-ship checkers must be ordered by 16h00 for terminal work 18h00 - 22h00. At knocking off time the non-ship checkers can be turned into ship checkers except for the terminal planner who is guaranteed **their** 18h00 - 22h00 as a terminal planner, if so ordered at 16h00.

Local 1341 agrees to treat the 18h00 - 22h00 change to 18h00 - to a finish for employees ordered as is done by Local 269.

There cannot be an increase in the number of terminal checkers (i.e. non-ship) after 16h00 for 18h00 - 22h00. [Rail checkers are terminal checkers (i.e. non-ship).]

- iv). Orders for employees required at 13h00, 18h00, or 24h00, and the employees have worked during a previous period, will be made thirty (30) minutes prior to the end of the regular work period.

(e) Where employees are ordered out for 18h00 to 22h00 or 18h00 to a finish, and work cannot start or is interrupted for reasons beyond management's control, the employees may be ordered back for 08h00 the following day unless previously ordered by their parent companies. Notwithstanding the foregoing when employees and/or units are ordered 18h00 to a finish at a container terminal operation and the work cannot start or is interrupted for reasons beyond management's control, they will not be released and/or ordered back unless it is anticipated that the work cannot start or resume prior to 23h00 hours.

(f) Where employees are ordered out at 18h00 for all night and work cannot start or is interrupted prior to

23h00 for reasons beyond management's control, the employees may be ordered back for 24h00 or 08h00 the following day, unless previously ordered by their parent companies.

- (g) Where employees are ordered out at 18h00 for all night return at 24h00 and work cannot start or is interrupted prior to 02h00 for reasons beyond management's control, the employees may be ordered back for 08h00 the following day unless previously ordered by their parent companies. This shall also apply to employees ordered for a midnight start. Also, in the event employees on an all night order work through at 23h00 and work is interrupted prior to 02h00 for reasons beyond management's control, the employee may be ordered back for 08h00 the following day.

(h) **Orders Preceding A Midnight Start**

- i. A midnight start order for ship and/or terminal may be preceded by ship and/or terminal orders which have been ordered back for "6 to 10" and/or "6 to a finish".
- ii. A midnight start order for a ship may not be preceded by new ship orders for "6 to 10" and/or "6 to a finish".
- iii. A midnight start order for terminal may not be preceded by new terminal orders for "6 to 10" and/or "6 to a finish".

- (i) The Union shall supply labour outside the normal ordering times as a result of errors and omissions in which case the employees shall be ordered from the hall. In this case labour which should have been ordered will also be paid. When the employees that should have been ordered cannot be identified, then the payment will be made to the Union trust fund. In the event that labour is

required when the hiring hall is closed, management will consult with the Union and agree on who should be ordered and who will be paid.

Labour obtained outside the normal ordering times to perform emergency work on reefer cargo shall not require a double payment.

Labour that is obtained from the hall outside the normal ordering times, to perform emergency work on reefer cargo, must be checked in when the emergency work is completed and is not eligible to be reordered for other work.

In the case of Local 1341, the present practice at 13h00 shall continue.

- (j) In the event, however, that the rail cars for the ship involved are delayed for whatever reason, and rail checkers were ordered 18h00 to 22h00, Management shall be allowed to order a minimum of two rail checkers outside of ordering times through the Head Checker prior to 22h00 to check rail cargo for the ship, provided they are paid 18h00 to 05h00 or 18h00 to 08h00. Management shall not be subject to any additional penalties or payments provided the ordering sequence is followed.

(k) All Night and Midnight Start Orders

1. When, employees/units are out on an all night order, together with employees/units on a midnight start, the employees/units on the all night order are deemed to be the lowest employees until 08h00.
2. Employees/units on an all night order, working with employees/units working on a midnight start, may not be reduced until 08h00 except as provided in item 3 below.
3. On nights where there are operations on more

than one vessel anticipated, notwithstanding item 1) and 2) above, Management shall have the option, at ordering time, to make separate orders for work commencing at 18h00 and 24h00 designating the employee/unit(s) and associated terminal for each vessel. These shall be treated as separate orders for each vessel, each with its own separate relief, and an all-night order and a midnight start order cannot be used in combination on the same vessel under this provision **except in the case of a Ro-Ro operation when a new Ro-Ro unit may be ordered at Midnight in combination with all-night orders for crane units provided the Ro-Ro vessel is starting operations at Midnight and also taking over the all-night crane units which cannot start until Midnight.** When employees/unit(s) and associated terminal are ordered at 18h00 or 24h00, and one or more units has to be released, the low employees/unit(s) and associated terminal shall replace the higher employees/units provided they had the same start time. The foregoing shall not restrict the flexibility of terminal employees as long as the vessels are still working. Once the work is complete on the vessel the employees/unit(s) and associated terminal shall be released.

Terminal Foremen, Walking Boss and Head Checker positions shall not be duplicated and shall be ordered 18h00 to 08h00.

Members of Local 1341, shall be given the choice of which order they prefer in accordance with seniority.

ARTICLE 4B - GUARANTEES & REPORTING PROCEDURES
-Local 1341

4B.01

- a) Members of the Union who have not been ordered for work but who are available for work should be at the hiring hall for the start of the dispatching periods set forth below:
 - 07h45 to 09h00
 - 12h45 to 14h00
 - 17h45 to 19h00

- b) Notwithstanding the provisions of Article 4B.01(c), if at any time checkers' work cannot start or continue due to the non-availability of other I.L.A. labour, then checkers will be paid only for the time actually worked, subject to a minimum of three (3) hours pay.

- c) i) Management agrees to pay the following minimum hours in accordance with the attached schedule:

CALL		MINIMUM HOURS
08h00 to 12h00	turned to/stood by	4 hours
08h00 to 12h00	released by 08h00 due to weather	3 hours
<hr/>		
13h00 to 17h00	turned to/stood by	4 hours
13h00 to 17h00	released by 13h00 due to weather	3 hours
<hr/>		
18h00 to 22h00	turned to/stood by	4 hours

18h00 to 22h00	released by 18h00 due to weather	3 hours
18h00 to finish (new orders or ordered back)	turned to/stood by	5 hours
18h00 to finish (new orders or ordered back)	released by 18h00 due to weather	3 hours
18h00 for all night	turned to/stood by	10 hours
18h00 for all night	released by 18h00 due to weather	3 hours
18h00 direct to 08h00	turned to/stood by at 18h00	13 hours
18h00 direct to 08h00	released by 18h00 due to weather	3 hours

24h00 to 08h00 (midnight start)	turned to	18 hours (basic day rate)
24h00 to 08h00 (midnight start)	stood by	8 hours
24h00 to 08h00 (midnight start)	released by 24h00 due to weather	3 hours

Flex Start

07h00/12h00	turned to/stood by	* 5 hours
07h00/12h00	released by 07h00 due to weather	* 3 hours

* At the appropriate rate as per the appended schedule of

wages.

- ii) It is understood that the guarantees set forth above for an order at 18h00 for all night are based on the prevailing rates for the appropriate 18h00 to 23h00 and 24h00 to 05h00 work periods.

Furthermore, if employees ordered at 18h00 for all night are required to work through the 23h00 to 24h00 meal period and, when released are not required to report back, then all monies earned from 18h00 shall be applied to the appropriate guarantee and employees shall be paid the greater of the guarantee or time worked.

For the purpose of this Article, it is understood that at a container terminal, an order at 18h00 for all night, when no ship is involved, shall specify to 05h00, or 08h00 and the guarantees shall be reflective of same. However, in the case of such an order to 05h00 employees may be extended to 08h00 when work is delayed due to circumstances beyond the Company's control (e.g. non-arrival of rail shunt, weather, equipment breakdown).

At a container terminal operation when checkers are ordered all night for rail, their order shall specify until 05h00 or 08h00.

In the event employees are ordered at 18h00 for all night to 08h00 as set forth above, then upon turning to or being stood by at or beyond 24h00 following a meal period, they shall be guaranteed eight (8) hours.

- iii) a) It is understood that a finish order shall consist of one period only (i.e. 18h00 to 23h00). However, the company shall have the right to extend employees into and beyond the meal hour (23h00 to 24h00) at the appropriate rate of pay.

b) Management will determine whether or not finish units working together with all night units will work the meal period at 23h00. Management shall make this decision when employees have run out of a place to work.

c) It will not be necessary to order a finish when the opportunity exists to perform the additional work to finish the ship prior to the ship leaving the Port.

- iv) In the event employees working on an "all night" order are extended beyond 05h00 for reasons other than finishing a ship, then they shall be guaranteed the three (3) hour meal period from 05h00 to 08h00.
- v) Checkers may be brought in up to one (1) hour prior to the start of a work period. In such cases, the employees shall be paid one (1) hour at the appropriate rate for this time prior to the start of the work period. It is understood that this does not affect the applicable guarantee.

It is further understood that checkers brought in, in such cases, shall be continued on the same operation until the end of the work period.

- d) When employees have worked past the hour, they shall be paid for the quarter hour, and if past the quarter hour, they shall be paid for the half hour, and if past the half hour, they shall be paid for the three-quarter hour, and if past the three-quarter hour they shall be paid for the full hour.
- e) In the event employees are called to work on wrecked or stranded vessels within the harbour limits, they shall be paid in accordance with the schedule from the time the employees leave the pier until they return thereto. This is not to apply to vessels wrecked or stranded outside the official harbour limits.

- f) In the event a person who is ordered for work will be unable to report for work as ordered, that person will so notify the head checker or the company as soon as possible and in no case later than one (1) hour before the start of the work period.
- g) For the purpose of this agreement, the decision as to whether or not weather conditions are such that work cannot start and/or continue, shall be made by management and/or the ship's representative.
- h) In addition, it is understood that in the case of a vessel:
- i) which is within the pilot zone but the pilot will not board the vessel due to weather conditions,
or
 - ii) that the pilot will not bring alongside due to weather conditions,
or
 - iii) which is within the zone boundary at the commencement of the period or has passed through the zone boundary at or before the commencement of the period but due to weather conditions will not proceed into the pilot zone,
then,
- in such case also, Management may release the employees due to weather with the guarantees set forth in 4B.01(c). In such cases, the HEA shall provide written confirmation of the above information from the Atlantic Pilotage Authority or Halifax Traffic or other relevant authority.
- iv) No pilot is dispatched due to harbour being closed and on weather watch.

Note

When invoking the weather clause under these circumstances Management agrees that the container terminals will put it on their tape and outside companies will notify the Hall at least one hour prior to the start of the period.

Only employees updated on the tape will be weathered under this clause and the employees affected will not be required to report to work and the weather guarantee will apply.

- i) In the event employees are released with a weather guarantee due to not being able to work as a result of prior weather conditions (as opposed to actual weather conditions at the start of the work period) then, if reordered for a subsequent period, and such prior condition will prevent work from being performed, then if the employees are again released, the normal guarantee shall apply, as opposed to the weather guarantee.

j) Persons Checked in Due to Weather Even Though Other Persons Ordered for the Subsequent Period

When labour is not ordered back for the subsequent period due to weather, they shall not be entitled to any payment for the next period even if additional labour was ordered for the subsequent period, provided that the new labour is checked in for weather. The company shall advise the hiring hall that the labour is not being reordered and the union shall place a notice to this effect on the hiring hall tape. A company which has a tape system for such labour will also place such advice on their tape.

- k) a) At a container terminal operation, a relief checker(s) shall be employed to provide relief for employees assigned to work in connection with the loading/unloading of ships by Crane Units and all operations which the company runs continuously. It is further understood that an operation that is covered by the container terminal operating provisions under the Collective Agreement with I.L.A. Local 269 shall be deemed a container terminal operation under this

Agreement.

- b) Relief for such operations shall be provided on the following basis:

Number of Checkers Employed	Number of Relief Checkers
1 up to 4	1
5 up to 8	2
9 up to 12	3
Etc.	Etc.

- c) In the case of continuous truck operations other than those referred to in Article 3B.01(a)(4) the number of checkers will be based on a relief scale of up to five checkers will require one relief checker. The intent in ordering checkers to the truck operations is to man the truck operations. However as in past, these “truck” checkers will perform other small “non-truck” checking jobs.

The entire complement of truck checkers will be in the relief system.

Relief will continue till the end of the period.

- l) It is understood that when time changes occur (i.e. standard time to/from daylight saving time) the guarantee provisions herein shall be deemed modified to reflect the time change to the extent that employees shall be paid for time actually worked at the appropriate rate.
- m) i. When employees leave the work site due to sickness it is understood that their pay will cease when they leave and their replacement’s pay will commence from the time that the employee who became sick left the job site.
- ii. If an employee is hurt or injured in performing his/her duties and has to go home or to the

hospital, the employee shall be paid for the full guarantee period and any replacement shall be paid for the full guarantee period.

- n) When a head checker and/or stowage person has employees working through under **them** for the one hour meal hour and other employees returning or starting in the next period, the head checker/stowage person will only get the meal hour rate until the employees on the meal hour rate under **them** are broken, and then **their** pay reverts to the regular rate, and **they continue to** work without a meal break.

Should the work through go beyond the end of the meal period, then when the pay “reverts”, it shall also be paid back to the commencement of the new period in which the employee is working.

4B.02

Subject to the provisions of Article 2B.06, a minimum of two (2) ship checkers per gang/unit will be employed in circumstances when:

1.
 - (a) A gang is employed to load containers;
 - (b) A gang is employed to discharge 15 or more containers, excluding empty containers;
 - (c) The foregoing a) and b) does not include the movement of shifted or restowed containers;
2. A RoRo unit or RoRo gang is employed at a container terminal;
3. A gang is employed on RoRo. These minimum requirements shall not apply at Autoport; and
4. A crane unit is employed to discharge/load cargo to/from a ship.

4B.03 REDUCED GUARANTEE WHEN SHIPS PASSAGE UNDER BRIDGES PROHIBITED DUE TO AIR DRAFT RESTRICTIONS

When labour is checked in at the commencement of the period, in cases when vessels are refused permission to pass under the bridges due to “air draft” restrictions. In such cases the HEA shall provide written confirmation from the Atlantic Pilotage Authority or Halifax Port Authority or other relevant organization that such passage has been prohibited.

The guarantee article shall provide for the following:

08h00 to 12h00	checked in due to under bridge passage prohibition	3 hours
13h00 to 17h00	checked in due to under bridge passage prohibition	3 hours
13h00 to 17h00	checked in due to under bridge passage prohibition, after being checked in at 08h00 for same reason	4 hours
18h00 to 22h00	checked in due to under bridge passage prohibition	3 hours
18h00 to 22h00	checked in due to under bridge passage prohibition, after being checked in at 13h00 for same reason	4 hours
18h00 to finish	checked in due to under bridge passage prohibition	3 hours
18h00 to finish	checked in due to under bridge passage prohibition, after being	

	checked in at 13h00 for same reason	5 hours
18h00 for all night	checked in due to under bridge passage prohibition	4 hours
24h00 to 08h00 (midnight start)	checked in due to under bridge passage prohibition	4 hours

4B.04

Notwithstanding the provisions of Article 4B.01, 4B.02 and 4B.03 above, should at any time employees refuse to stand by, start, or continue to work as directed by management, they shall not be entitled to guarantees provided herein and shall be paid only for the time actually worked.

4B.05

When gangs and/or employees are required to shift from ship to ship or move from one job to another during a work period, they shall be paid for the time so occupied.

ARTICLE 6B - BASIC WORK FORCES – Local 1341

- a) i. A company shall have the option of selecting a basic work force. Such basic work force shall perform any and all work covered by this agreement required of it by the company at its operation and the company shall have priority to the members of its basic work force.
- ii. When selecting a new head checker, a company will select the most senior applicant from its basic work force with the abilities and qualifications to perform the work. Should a company need to go outside its basic work force, the most senior applicant will be selected who has the abilities

and qualifications to perform the work.

- iii. The company may select persons to fill the positions of Back Up Head Checker, Terminal Planner, Back Up Terminal Planner, **Yard Planner, Back Up Yard Planner**, and Reefer Checker. The company will select the most senior applicant, from its basic workforce, with the abilities and qualifications to perform the work. Should a company need to go outside its basic workforce, the most senior applicant who has the abilities and qualifications to perform the work, will be selected.
- iv. Such positions referred to in 6B(a)(ii)&(iii) will be re-posted every third year commencing in January of 2006.
All persons who currently hold any of these positions will retain their positions until the re-posting in 2006. This does not prevent them from being re-selected subject to meeting the criteria. A person may only hold one of these positions at any one time.

- (b) A company will select members of its basic work force through its head checker, from among members of the Union. When postings are issued to obtain replacement or additions to a basic work force, the eligible candidate(s) will be selected and placed on the basic work force. In doing so, the head checker shall select new members of the basic work force on the basis of Union seniority, provided the selected members have the abilities and qualifications to do the checking work involved. These postings will not be cancelled.

The Union will provide the H.E.A. with a seniority list.

- (c) With respect to the methods of ordering of their respective basic work forces on a day to day basis, a company will order, through its head checker, members of their basic work force using a system of rotation in groups of seniority as established by the seniority list, provided, however, that

they are able and qualified to perform the work required.

The rotation will be done off the seniority list in a counter-clockwise direction on a weekly basis. New basic work force members will go to the bottom of the seniority group to which they belong on the current seniority list.

- (d) The work of head checker shall mean that on behalf of an employer, supervising the checkers to ensure that the work covered by the Collective Agreement is done in accordance with management's instructions and shall order and assign employees under the terms of the Collective Agreement.
- (e) The work of Back Up Head Checker is to replace the daytime Head Checker when **they have** time off or is unavailable for work. The first work obligation for the Back Up Head Checker is to back up the daytime Head Checker.
- (f) The work of Terminal Planner at a container terminal shall mean that, in accordance with management's instructions, ensuring the terminal lay-out is done according to plan through directing and recording:
 - i) the placement of export containers;
 - ii) the movement of grounded and outstanding import containers to rail except when the containers are grounded at the rail tracks, then the separator will direct the loading of import containers grounded at the rail tracks, while the vessel is working;
 - iii) the movement of containers to/from the shed;
 - iv) the movement of containers in the "keep from freezing" (KFF) operation;
 - v) the repositioning of over-height and dimensional containers, after they have been placed, is not terminal planner's work. It is, however, bargaining unit work.
 - vi) the requirement to move or retrieve a container at the direction of the Canadian Boarder Service Agency

(CBSA) and/or the Police when a terminal planner is not employed may be undertaken by any checker in accordance with management's instruction other than those in designated positions as identified in 6B(a)(ii) & (iii) above.

It is agreed that the work of a Terminal Planner is limited to work as outlined in Article 6B(f). In addition the Terminal Planner may occasionally verify a container number or seal, and in addition may drop containers and move restows on the Pier. This is not solely the work of the terminal planner, however, it is bargaining unit work.

- (g) The work of the Back-up Terminal Planner is to replace the daytime Terminal Planner when **they have** time off or is unavailable for work. The Back Up Terminal Planner will also work as a second (2nd) Terminal Planner when two daytime Terminal Planners are required. The first work obligation of the Back-up Terminal Planner is to back up the daytime Terminal Planner.

The Back-up Terminal Planner will not be eligible for orders for a new finish, all night or a midnight start with **their** own company except in the event of an emergency.

- (h) The work of stowage person (in conventional general cargo operations) shall mean ensuring that the ship loading follows management's instructions as to the order of cargo loading as well as the quantity and placement. A stowage checker will prepare the stowage plan, if a stowage plan is created for a vessel loading export cargo.
- (i) The work of Reefer Checker shall mean the reading and recording of reefer temperatures and any related documentation and working to ensure the safe protection of reefer cargo.
- (j) When not working in their positions, the following person(s) will be ordered only when the main basic workforce lists have been exhausted:

Head Checker;

Terminal Planner; and,
Reefer Checker

- (k) The work of Yard Planner at a container terminal shall mean that, in accordance with management's instructions, ensures the terminal lay-out is prepared to maximize the safe and efficient movement of cargo to/from vessels, road and rail through careful planning by:
- i) ensuring yard space (allocations) is available to accept expected units arriving to the terminal;
 - ii) plan for necessary space in the empty depot;
 - iii) ensure plan aligns with Terminal Yard Strategy determined by management;
 - iv) ensure safety is prioritized and accounted for in all planning activities;
 - v) liaise with Shift Managers and Cargo Control to plan housekeeping and move requests from shipping lines, CBSA, Transport Canada and reefer Technicians .
- (l) The work of the Back-up Yard Planner is to replace the daytime Yard Planner when they have time off or is unavailable for work. The Back Up Yard Planner will also work as a second (2nd) Yard Planner when two daytime Yard Planners are required. The first work obligation of the Back-up Yard Planner is to back up the daytime Yard Planner.

The Back-up Yard Planner will not be eligible for orders for a new finish, all night or a midnight start with their own company except in the event of an emergency.

NOTE: The planning of grounded import will be done by either the Terminal Planner or the Yard Planner but not by both. This will be decided prior to full

system implementation following discussion by the parties.

6B.01 AUTOMATED CONTROL ROOMS

In operations where checking functions, as identified in Article 2B.6 (a), have been automated and are controlled out of a central operating center the following provisions shall apply. Automation with respect to crane operations will be considered to have occurred when the OCRs are integrated into the system and the system is fully functional. A dispatcher shall be placed in the gatehouse once the in/out gate checker position is eliminated.

1. Checking functions related to the delivery or receipt and movement of cargo to and from ship, truck, and/or rail shall be performed by appropriate Dispatchers in accordance with Management's instructions. The role of Dispatcher is general in nature and covers both ship and truck dispatching functions ordered separately for each work period.
2. Where control rooms are established, checkers on the existing workforce will be trained in the functions of dispatcher and exception handling, as will members of the preferred list. Checkers on other workforces who indicate their interest will be provided with the opportunity to be trained as dispatchers and exception handlers as well. Training for Yard Planner and Terminal Planner and back-ups shall be provided as required.
3. A Control Room will be created consisting of the position of Dispatcher (s), Yard Planner(s) and Terminal Planner (s). In addition, the positions of daytime Yard Planner, backup daytime Yard Planner, will be posted in accordance with Article 6B (a) iii. To be successful, applicants must be able to successfully complete the required training.
4. The minimum staffing requirements for the Control

Room shall be one (1) Dispatcher per crane. Crane Dispatchers may be stationed at the crane they are attached to. A minimum of one Exception Handler shall be employed for vessel operations. Relief checkers for crane(s) will be assigned at a rate of 1 for 4 in accordance with 4B.01 k). A minimum of two (2) Dispatchers (1 in control room and 1 in the gate house) and a gate Exception Handler for gates to perform all gatehouse work for the receiving and delivering containers to and from trucks as well as any new work created by an appointment system when the trucker arrives at the gate, and one (1) Terminal Planner will also be employed during terminal operations for every six chassis or any part thereof. Additionally, a Yard Planner will be employed whenever there is any operation working. Additional checkers may be ordered as per the collective agreement through the Head Checker as deemed necessary by Management.

5. The sequence of hiring shall be: Head Checker, Yard Planner, Ship Dispatcher, Exception Handler, Terminal Planner, Gate Dispatcher, Gate Exception Handler.

ARTICLE 9.0 – ABSENTEEISM

9.01 Absenteeism – Local 1341 and Local 1825

1. The following conditions shall apply to basic workforces and gangs when monitoring absenteeism:
 - i) Employees who have been absent for greater than 30% (i.e. worked less than 70%) of the average hours worked in the quarter by all those on the workforce or gang may be subject to disciplinary action as described below.
 - ii) Employees who are 60 years of age and who have been absent for greater than 40%, shall be subject to disciplinary action as in accordance with this article.

iii) Employees who fail to meet 70% of the average hours worked on quarterly basis shall be subject to the following discipline:

- First Offence – Letter of Reprimand
- Second Offence – 1 day suspension
- Third Offence – 3 day suspension
- Fourth Offence – 7 day suspension
- Fifth Offence – Removal from workforce or gang

All discipline will be cancelled if an employee demonstrates 2 consecutive quarters of regular attendance in compliance with the rules above. Discipline for attendance cannot be used in other disciplinary matters where progressive discipline is being applied.

- 2 (a) When recording absenteeism the following exceptions shall be credited to the employee:
- i) Injury or illness of three days or more with appropriate and timely medical documentation
 - ii) Union business
 - iii) Time on training
 - iv) Bereavement Leave and other approved and/or documented statutory leaves
 - v) Banked hours in the pay period they are withdrawn
- (b) The average hours shall be calculated by taking all hours worked for an employer, subtracting the hours worked for the employer from the hall, divided by the number of employees on the workforce or gang. The hours credited to an employee for calculating attendance will be all hours worked for that employer.
- (c) In the case of Local 1341 the above shall apply

to container terminals only and if the average hours of work of the bottom 1/3 of the workforce is less than 90% of the average hours worked of the top 1/3 of the workforce, then attendance will be waived for that quarter and this quarter. A waived quarter shall not count toward the two consecutive quarters referred to in 9.01,1(iii) above.

3. (a) When a workforce employee is off for six (6) months due to illness or injury, a replacement may be hired for **them**, depending on the prognosis for the individual's return to work. The decision in this matter will be discussed with the Union prior to implementation. In the event that the employee off on disability becomes capable of returning to work, **they** will resume **their** position on **there** basic work force; and
- (b) When the complement of employees on a work force is inflated due to the employment of a replacement, in addition to the person having returned to work, then should vacancies occur, the vacancies will not be filled until the replacement of a vacancy is required to bring the basic work force to complement.
- (c) Temporary Gang Replacement Due to Illness

When a gang employee is off for six (6) months due to illness or injury, a replacement may be hired for **them**, depending on the prognosis for the individual's return to work. The decision in this matter will be discussed and agreed to by the parties prior to implementation. In the event that the employee off on disability returns to work, **they** will resume **their** position in the gang and the replacement shall revert to being unattached. If the person gives notice that they will not be returning to the gang then the position will be posted.

9.02 Absenteeism - In the case of Local 269

Effective July 1, 2023. All employees with active discipline on their file shall be subject to the following: Employees with letters of reprimand and/or a one (1) and/or three-day (3) suspension, shall be considered to have a first letter of reprimand under the new process. Employees with seven (7) day suspensions shall be considered to have a second letter of reprimand under the new process.

1. The following conditions shall apply to basic workforces and gangs when monitoring absenteeism:

- i) Employees who have been absent for greater than **15%** (i.e. worked less than **85%**) of the average hours worked in the quarter by all those on the workforce or gang **shall** be subject to disciplinary action as described below.
- ii) Employees who are 60 years of age and who have been absent for greater than, **35% (i.e. worked less than 65%) of the average hours worked in the quarter by all those on the workforce or gang** shall be subject to disciplinary action as in accordance with this article.
- iii) Employees who fail to meet ~~70~~ **85% (65% for those over 60 years of age)** of the average hours worked on quarterly basis shall be subject to the following discipline:

First Offence – Letter of Reprimand

Second Offence – **Second Letter of Reprimand**

Third Offence – **Removal from the workforce or gang with no eligibility to apply for future workforce or gang vacancies with the same employer for a period of at least one calendar month from**

the date of removal.

Employees who are successful applicants to workforce or gang postings (or to their former workforce or gang after one (1) month), but for whom less than six (6) calendar months of being “unattached” have elapsed, shall join the workforce or gang with the equivalent of a second offence on their record, which shall remain until the employee completes two (2) consecutive quarters of acceptable attendance. If the employee, in that instance, once again fails to meet attendance requirements without having achieved two (2) consecutive quarters of acceptable attendance they shall be subject to further disciplinary action as deemed appropriate.

Employees who successfully apply to workforce or gang postings after six (6) complete calendar months of being “unattached” shall join the workforce or gang with a clean attendance record.

All discipline will be **issued within 21 days from the end of the quarter and will be cancelled** if an employee demonstrates 2 consecutive quarters of regular attendance in compliance with the rules above. Discipline for attendance cannot be used in other disciplinary matters where progressive discipline is being applied.

- 2 (a) When recording absenteeism the following exceptions shall be credited to the employee:
- i) Injury or illness of **five** days or more with appropriate and timely medical documentation
 - ii) Union business

- iii) Time on training
- iv) Bereavement Leave and other approved and/or documented statutory leaves (**e.g. medical leave with pay, personal leave, parental and/or maternity leave, etc.**)
- v) Banked hours in the pay period they are withdrawn

(b) The average hours shall be calculated by taking all hours worked for an employer, subtracting the hours worked for the employer from the hall, divided by the number of employees on the workforce or gang. The hours credited to an employee for calculating attendance will be all hours worked for that employer.

3. (a) When a workforce employee is off for six (6) months due to illness or injury, a replacement may be hired for **them**, depending on the prognosis for the individual's return to work. The decision in this matter will be discussed with the Union prior to implementation. In the event that the employee off on disability becomes capable of returning to work, **they** will resume **their** position on **their** basic work force; and

(b) When the complement of employees on a work force is inflated due to the employment of a replacement, in addition to the person having returned to work, then should vacancies occur, the vacancies will not be filled until the replacement of a vacancy is required to bring the basic work force to complement.

(c) Temporary Gang Replacement Due to Illness

When a gang employee is off for six (6) months

due to illness or injury, a replacement may be hired for **them**, depending on the prognosis for the individual's return to work. The decision in this matter will be discussed and agreed to by the parties prior to implementation. In the event that the employee off on disability returns to work, **they** will resume **their** position in the gang and the replacement shall revert to being unattached. If the person gives notice that they will not be returning to the gang then the position will be posted.

ARTICLE 9B – DISCIPLINE – Local 1341

It is agreed that if management intends to take disciplinary action, it must so notify the union, identifying the date, approximate time, location and nature of the incident, within seven (7) days (excluding Saturdays, Sundays and holidays) following the incident or its becoming aware of the incident giving rise to disciplinary action.

- a) The Union agrees that it will not uphold incompetence, shirking of work, pilfering or broaching of cargo, consuming intoxicants (including alcohol and drugs) on the job or reporting for work under the influence of same. An employee may be discharged or otherwise dealt with, as Management sees fit, for committing any of the above offenses or for any other just cause, but a claim by an employee that **they have** been disciplined without just cause may be the subject of a grievance. Any employee suspended or discharged by Management will not be dispatched to any company unless **they are** reinstated by agreement of the parties, or pursuant to the Grievance & Arbitration Procedures.
- b) Charges against an employee resulting in dismissal or suspension shall be communicated to the Union in writing in an expeditious manner and may be resolved on appeal by the Grievance Committee upholding the Management's action or restoring the employee to **their** former position with full compensation for all regular time lost, or by any

other arrangement which is considered just and equitable by the parties or by an Arbitrator.

Any video surveillance used in disciplinary actions shall be shared with the Union.

- c) In the event Management imposes a suspension or discharge on an employee, such employee shall, at the request of **themselves**, Management, or the Union, be given the opportunity to discuss the matter with Management as soon as can be arranged and prior to final determination of the action to be taken. In the event such disciplinary action is taken at the time of the alleged offence, then the opportunity to discuss the matter as referred to herein must be within the next five (5) days, excluding Saturdays, Sundays and holidays.

It is understood that the President may be present at such meeting if so requested. This in no way alters or restricts Management's rights to discipline nor the Union's rights under the Grievance & Arbitration Procedures herein.

- d) It is understood that disciplinary records on an employee's file shall be cancelled as follows:
 - a) a disciplinary warning should be cancelled one (1) year following the date of the incident.
 - b) disciplinary suspensions shall be cancelled two (2) years following the date of the incident.
- e) Any suspension imposed hereunder shall commence as of 08h00 Monday excluding holidays in which case the suspension would begin on the following day that is not a holiday and would carry on until completion unless otherwise agreed to by the parties.

ARTICLE 10 - VIOLATION OF AGREEMENT –ALL LOCALS

- i Should working conditions, as set out in the present agreement, be violated by either party of this agreement, or by anyone represented by either party, the party affected by such violation may submit a grievance, in accordance with Article 11.
- ii. The Union recognizes the provisions of Article 95(h) of the Canada Labour Code - Part I and any violation of these provisions shall constitute a violation of the Collective Agreement.

ARTICLE 11 - GRIEVANCE & ARBITRATION PROCEDURE

- 11.01** The Union shall appoint or otherwise select a Grievance Committee and shall notify the Association of the names of the members of their Grievance Committee within seven (7) days of the signing of this agreement.

The Association shall likewise select a Grievance Committee and shall notify the Union of their names within seven (7) days of the signing of this agreement. It is agreed that the Union and the Association may appoint or otherwise select a substitute for any of the members of their respective Grievance Committees, whenever they deem such substitution necessary.

- 11.02** Step I: Any complaint concerning the application of this agreement may be taken up verbally by the President of the Union or **their** representative with the HEA's representative within four (4) days following its occurrence. A reply will be given verbally within two (2) days following receipt of the complaint from the President of the Union or **their** representative.

Step II: If the grievance is not resolved at Step I, it may be submitted to the Grievance Committee referred to in 11.01 above by written notice to this affect sent to the other party within four (4) days following receipt of a reply at Step 1. Such notice must include a statement of the grievance, together with the adjustment desired, if applicable.

Alternatively the union may commence a grievance concerning the application of this agreement at this Step II, by submitting the required written notice within seven (7) days (excluding weekends and holidays) of the alleged violation. Such notice must include a statement of the grievance, together with the adjustment desired, if applicable.

Unless otherwise agreed to;

The Local 269 Grievance Committee will meet every Wednesday.

The Local 1341 Grievance Committee will meet the last Monday of each month.

The Local 1825 Grievance Committee will meet 1 day each month on a day to be determined by the parties.

All grievances submitted as of the preceding Friday will be dealt with at this step.

A grievance may be dealt with at up to three (3) Grievance Committee meetings but must thereafter be processed under either Step III or IV or be withdrawn unless it is mutually agreed by the parties to extend the number of meetings. A written reply to the grievance will be sent to the other party within four (4) days following the last Step II meeting dealing with the grievance.

The H.E.A. will provide the Grievance Committee with a grievance status report at each Grievance

Committee meeting.

Provided the grievance filed at Step II has been clearly enunciated indicating the time and date of the grievance, the facts of the matter and who was involved together with the article violated and there has been no response with reasons for such response at three consecutive Grievance Meetings, then the party being grieved agrees to pay the grievance.

Step III : In the case of Local 1341 and Local 1825, if a grievance is not resolved at Step II, it may be submitted to the Province's "Non-Binding Arbitration", or other "Non-Binding Arbitration" process as may be agreed to by the parties, at Step III, unless the parties mutually agree to refer the matter directly to binding arbitration at Step IV.

In the case of Local 269, if a grievance is not resolved at Step II, the parties must mutually agree to submit a grievance to "Non-binding" arbitration or the matter will be referred directly to binding arbitration at Step IV.

In the case of Local 1341 and Local 1825, within seven (7) days (excluding weekends and holidays) following receipt of the written reply issued after the last Step II meeting dealing with the grievance, the parties, must either mutually agree to proceed to binding arbitration at Step IV or one party may proceed to the Province's "Non-Binding Arbitration" at Step III, by so notifying the other party in writing within seven (7) days (excluding weekends and holidays) following receipt of the written reply issued after the last Step II meeting dealing with the grievance.

In the case of Local 269, within seven (7) days (excluding weekends and holidays) following receipt of the written reply issued after the last Step

II meeting dealing with the grievance, the parties, must either mutually agree to proceed to the Province's "Non-Binding Arbitration" at Step III, or one party may proceed to binding arbitration at Step IV, by so notifying the other party in writing within seven (7) days (excluding weekends and holidays) following receipt of the written reply issued after the last Step II meeting dealing with the grievance.

Grievances before the "Non-Binding Arbitration" panel will be argued by HEA staff for Management and by union members appointed by the union for the union. Neither party shall employ or use legal counsel in proceedings before the "Non-Binding Arbitration" panel. The normal procedural rules shall apply. The parties may call witnesses to give evidence in these matters and cross-examine witnesses. The "Non-Binding Arbitration" panel will render a decision in any grievance properly before it. A decision of the "Non-Binding Arbitration" panel is not binding on the parties. In addition to their decision, the "Non-Binding Arbitration" panel shall be asked to declare who "won" or "lost" the grievance or whether it is a "split decision".

Step IV : If a grievance is not resolved at Step III it may be submitted to arbitration by so notifying the other party in writing within seven (7) days (excluding weekends and holidays) following receipt of the decision of the Province's "Non-Binding Arbitration" panel. Either party may refer a grievance to arbitration after the "Non-Binding Arbitration" decision is received.

Alternatively If a grievance is not resolved at Step II, the parties may mutually agree to skip Step III and submit it directly to binding arbitration at this Step IV by so notifying the other party in writing within seven (7) days (excluding weekends and holidays) following receipt of the written reply issued after the last Step II meeting dealing with the grievance.

The “Non-Binding Arbitration” decision shall not be brought to the attention of the arbitrator. In addition to the normal decision of the arbitrator, the arbitrator shall be asked to declare the “winner”, “loser” or if there is a “split decision”.

In the case of Local 1341 and Local 1825 only, should the arbitrator uphold a “loser” decision of “Non-Binding Arbitration”, then the “loser” shall pay the “winner’s” legal costs, disbursements, taxes and arbitrators costs within thirty (30) days of receiving the arbitrator’s award. The

arbitrator will remain seized with jurisdiction should there be a dispute between the parties regarding the legal fees and disbursements to be paid.

- 11.03** As soon as can be arranged, following the signing of this collective agreement, the parties shall endeavour to agree on the names of four (4) arbitrators. Thereafter, when a grievance is submitted to arbitration, the parties shall, within seven (7) days (excluding weekends and holidays) following receipt of the notice to arbitrate, contact the appropriate named arbitrator.

Grievances will be referred to the list of arbitrators in rotation, i.e. the oldest grievance will be referred to the first arbitrator, the next grievance referred to arbitration will be referred to the second arbitrator on the list and so on. Once a grievance is referred to the arbitrator, the arbitrator has jurisdiction over that file.

When it is mutually agreeable, grievances involving alleged violations of the collective agreement which accrue potential liability such as disciplinary matters, posting, training and selection to a basic workforce may be given

priority when it comes to arbitration scheduling.

Notwithstanding that a grievance may be settled, any subsequent grievance will be referred to the next arbitrator in the rotation. When an arbitration is settled, that arbitrator is not assigned a new grievance until they are at the top of the arbitrator rotation, unless the parties mutually agree to refer the next grievance to such arbitrator.

Notwithstanding the foregoing, discharge grievances may be referred to the first available arbitrator to hear the grievance without particular reference to the place of the arbitrator in the rotation. This shall also apply in the case of employees held out of service, excepting those employees who are held out of service due to the criminal charges filed against them.

Until such time as the parties agree on four (4) arbitrators, and thereafter failing the availability of all four (4), the party seeking arbitration shall, in each case, within three (3) days following the notice to arbitrate, request the Minister of Labour for Canada to appoint an arbitrator.

11.04 Should Management wish to file a grievance alleging violation of this agreement by one or more employees or by the Union, it may do so commencing at Step II of the above procedure by submitting the required written notice within seven (7) working days of the alleged violation.

11.05 Failure to follow the above shall be conclusive evidence of the abandoning or non-existence of a dispute or grievance. The time limits set forth in 11.02 exclude Saturdays, Sundays and holidays and may be extended by mutual agreement between the Union and the Halifax Employers Association. If, at any step, a reply is not received within the time limits, the other party shall consider this to be a negative reply and must process the

grievance accordingly, unless it is abandoned.

- 11.06** Should either party wish to submit a policy grievance concerning the interpretation of this agreement, prior to an actual alleged violation occurring, it may do so commencing at Step II of the above procedure. In such case, the written notice must include a statement of the grievance as well as identify the provisions of the agreement in question.
- 11.07** The arbitrator's honorarium and fees, necessary expenses, if any, will be divided equally by the parties, except as provided for in Article 11.02
- 11.08** The arbitrator will have jurisdiction over any question relating to the interpretation or application of this agreement, as well as the application and implementation of an arbitration decision, but the Arbitrator will in no case be empowered to amend, modify, add to or delete any part of this agreement.
- 11.09** Pending disposal of a dispute, in accordance with the above procedure, the employees shall continue to work as instructed by Management.

11.10 **GRIEVANCE PAYMENT**

- a) The payment of wages as settlement of a grievance shall, in the event the lost earnings involved cannot be attributed to specific employees, be made to the trust funds to be set-up by the respective I.L.A. Locals.
- b) The Halifax Employers Association agrees to confirm by written notification to the President of the Local when payment of a grievance settlement is made.
- c) Furthermore, the Halifax Employers Association agrees that any payment

resulting from the settlement of a grievance shall be made within three (3) weeks following the settlement of the grievance.

- d) It is agreed that when there is a payment made to an employee in settlement of a grievance, such payment will be by separate cheque.

ARTICLE 12 - PROHIBITION AGAINST ILLEGAL STRIKES & ILLEGAL LOCKOUTS - All LOCALS

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

Local 269 and Local 1825

12.02 For the purposes of this article, the word "strike" includes:

- a) a cessation of work or a refusal of/to work or to continue to work by the employees in combination or in concert or in accordance with a common understanding, and
- b) a "slowdown" of work or other concerted activity on the part of the employees in relation to the work that is designed to restrict or limit output.

The word "lock-out" means the closing of a place of employment done to compel employees or to aid another Management to compel its employees to agree to terms or conditions of employment.

ARTICLE 13 GENERAL – ALL LOCALS

13.01 Smoking – ALL Locals

Rules established by Management, Halifax Port Authority and Ports Canada with regard to smoking on ships or in sheds shall be observed at all times.

13.02 RETURN TO WORK FROM ILLNESS OR DISABILITY – ALL LOCALS

After receiving notice of an employee's intent to return to work, the HEA will, within a reasonable period of time, complete their inquiries/assessment in order to clear the employee for return to work. If there is a disagreement between the companies' designated physician and the insurance carrier's and/or employee's specialist with respect to the employee's fitness to return to work, then the employee shall be referred to an independent medical specialist for review/assessment and a final determination of the employee's fitness to return to work.

It will be necessary that the employee provide "Authorizations for the Release of Information" to the independent specialist and HEA's physician for all treating/assessing physicians authorizing the release of any information necessary for the purpose of determining the employee's medical condition as it relates to **their** employment in the longshoring industry in the Port of Halifax.

If the employee is assessed as unable to return to work, then the HEA's physician will provide information that may assist the employee in re-qualifying for benefits.

13.03 HEA Trustees – ALL LOCALS

The HEA confirms that the management trustees from the HEA staff shall consist of one position, i.e. the President/CEO.

13.04 Outside Parties

There shall not be any outside parties in attendance at committee meetings including disciplinary hearings and

grievance meetings unless agreed to by both the Union and the HEA.

13.05 Health and Safety

Every employer shall ensure that the Health and Safety at work of every person employed by the employer is protected in accordance with Part II of the Canada Labour Code. Every employee while at work shall at all times follow established safety rules and procedures, wear required personal protective equipment, and abide by the employee obligations outlined in Part II of the Canada Labour Code.

ARTICLE 13B GENERAL – Local 1341

13B.05 – GENERAL

a) It is agreed that in the event Management intends to introduce a technological change (as referred to in 51(1) and 52(1) of the Canada Labour Code) with respect to work set forth under Article 2.01 & 2B of the Collective Agreement, then members of the Union shall be given the opportunity for training to the extent such technological change impacts on the work set forth under Article 2.01 & 2B of the Collective Agreement.

b) Manpower Committee – Local 1341

- i) The parties agree to maintain for the life of this agreement a Joint Manpower Committee consisting of two (2) representatives of each party with a representative of Human Resources Development Canada chairing meetings.
- ii) The parties agree that the purpose of the Manpower Committee is to develop and review on a continuing basis data relating to the manpower supply and availability and to make recommendations to the parties in such matters.
- iii) It is understood that the Union has the exclusive right

to deal with the issue of Union membership for the list of "preferred individuals" that exists as of the date of signing this Memorandum. However, it is agreed that the matter of new Union members and/or "preferred individuals" shall be dealt with by the Joint Manpower Committee.

- iv) In the event the parties are unable to agree on any matter under the foregoing, either party may refer the matter to arbitration.
- v) It is agreed that the hiring hall dispatching system shall continue as at present for the life of the agreement unless otherwise mutually agreed to by the parties at the Joint Manpower Committee.
- vi) The Halifax Employers Association agrees to give the Union as much advance notice as possible of any new operation of which it is aware planned for the Port of Halifax and to discuss such new operations at the Joint Manpower Committee.

c) Hours Data and Check-Off

Hours Worked Data

H.E.A. shall provide to the Union year to date hours worked by each Union member and non-Union person within four (4) weeks of each months' end for the period ending the previous month.

Check-Off

The payroll agency shall submit all check-off collected directly to the local by weekly direct deposit.

- d)** It is understood by the parties to this agreement that this agreement as written constitutes the full and only agreement between the parties and covers all working conditions to be observed by both. It is further agreed that no previous conditions, practices, customs, rules or

agreements shall be recognized or permitted to modify the terms of this agreement.

- e) Subject to the provisions of Article 13B with respect to the Joint Manpower Committee, the checkers Union agrees to furnish the employers with sufficient numbers of competent checkers when called upon to do so. When sufficient Union members are not available, non-Union members may be engaged. When extra checkers are required, they shall be dispatched from the Central Hiring Hall.
- f) When Union members are employed, the companies shall not replace them by other employees until the end of the day's operation except by regularly employed checkers of the company or except for cause. Employees shall not be replaced until the end of a period.
- g)
 1. An employee may not work more than four (4) consecutive work periods with all or any combination of employers in the longshoring industry.
 2. Once an employee has worked four (4) consecutive work periods, the employee must take seven (7) hours off work.
 3. An employee cannot accept an all night order immediately after working three (3) consecutive periods.
 4. The following periods will not count as periods worked except after an employee has worked four periods:
 - a) weather check-ins at commencement of period;
 - b) employees held and checked in (unable to bring to complement);
 - c) the second period of an all night order, when employees are finished at or before 23h00 or worked through at 23h00 and are released by 01h00;
 - d) a period as referred to in Article 3B.01 (e)
 5. When new orders for longshore labour are placed for 18h00 and 08h00, new checking labour will be ordered with the exception of non-container terminal operations

ordering labour for an 18h00 to finish order and any 18h00- 22h00 order.

6. For a gang ordered at 13h00 and then reordered by 16h30 for all night, checkers who work the eight hour period (08h00-12h00; 13h00-17h00) will not be eligible to be ordered back all night and their replacement who is eligible for all night will be ordered from the basic work force list by 16h30, if none is eligible the order will be placed at the hall and the normal ordering times shall not apply.

h) When a head checker is employed, then during any work period that **they are** so employed, **they** will not be required to perform any checking work except as relief for other checkers in cases of emergency.

i) **Employees on Union Business**
- Training and Job Posting Opportunities

i. Management agrees that employees elected to office in the Union or hired by the Union, the "International" Union, or the Board of Trustees on full-time staff shall be granted a leave of absence without pay during the term of their employment and/or office. Upon conclusion of their employment and/or office, the employee shall, subject to the following provisions, return to **their** former position without the imposition of any penalty, provided **they are** capable of performing the work involved.

ii. During any such leave of absence, an employee shall retain the right to submit applications and any such application shall be considered as if the employee was available. In the event **their** application would have been successful at the time, then such will be noted on the employee's file for future reference, as set forth below.

iii. In the case of such applications to join a Basic Workforce, then the last successful one submitted

by the employee shall determine **their** entitlement upon returning to active employment.

- iv. In the case of such successful applications for training, then the employee shall be entitled to begin training (subject to and consistent with **their** entitlement under 13B.04(i)(iii) above) on the first position within ninety (90) days following **their** return to work and thereafter, subject to successful completion of each level of training in a progression system if applicable, to begin training on the next position following six (6) months work in the position(s) previously trained.
- j) Lined up blind is defined as any import containers that are grounded at the rail track due to a shortage of rail cars.
- k) Flexibility of ship checkers at container terminal operations to continue as in the past, which means, ship checkers may receive/deliver export/import containers from/to trucks for/from the vessel they are working and receive export containers from rail for the vessel they are working. This shall not exceed six containers per guarantee period.

If three (3) checkers are employed, a feeder or separator will do said work when not feeding or separating.

If two (2) checkers are employed the feeder or separator will do said work when not feeding or separating.

13B.06 SAFETY – Local 1341

- a) The parties recognize that the provisions of Part II of the Canada Labour Code with respect to Health and Safety Committees shall apply.
- b) It is further understood that there shall be one (1) Committee for **PSA Atlantic Hub**, one (1) for **PSA Fairview Cove** and at least one other for other Port operations.
- c) It is agreed that each such Committee shall determine

its procedural rules (subject to Article 135 of the Canada Labour Code). Time spent by committee members at Committee meetings shall, for the purposes of calculating wages owing, be deemed to be time worked. If not working, then a Committee member will receive eight (8) hours at the basic rate.

- d) Management agrees that as soon as can be arranged following the establishment of the Committees in accordance with Article 13B.05(b) above, the Committee members will be provided at Management's expense the training in the role of Committee members as provided by Human Resources Development Canada.
- e) In the event the Committees referred to in Article 13B.05(b) above, cover more than one bargaining unit, it is agreed that I.L.A. Local 1341 shall have representation on each Committee.
- f) Each Safety Committee constituted in accordance with the foregoing shall identify a number of regular employees from its area who shall be designated as Committee representatives solely for the administrative purposes of the right to refuse dangerous work under Article 128, Part II of the Canada Labour Code.
- g) Management shall schedule Safety Committee meetings in advance.

ARTICLE 14 – SCHEDULE OF WAGES & FRINGE BENEFITS
– ALL LOCALS

14.01 **PENSION & WELFARE TRUST FUNDS**
 - TONNAGE ASSESSMENT

- a) The HEA agrees to remit all monies raised through the non-cargo assessment to the Pension & Welfare Trust

Funds based on the **following** assessment levels (**\$325** for vessels in excess of 2000 N.R.T., **\$250** for vessels up to and including 2000 N.R.T.). The HEA agrees to remit a minimum of \$30,000 per calendar year in non-cargo assessments to Pension & Welfare Trust Funds. Payment will take the form of 12 monthly payments of \$2500 beginning in January and ending in December of each year, plus one lump sum payment for the balance due (if any) to be paid in February of the following year.

CARGO TONNAGE ASSESSMENT

The Halifax Employers Association, on behalf of its members, agrees to pay, in the manner set forth below, to Trustees of the I.L.A./H.E.A. Halifax Pension & Welfare Trust Funds the sum of:

Year	Per 2,000 lbs. or 40 Cubic feet, or 1,000 board feet of lumber	Per 1,000 Kilos	Per Cubic Metre of Cargo
2023 On the Sunday following ratification	2.064	2.275	1.822
January 1, 2024	2.127	2.345	1.878
January 1, 2025	2.173	2.395	1.918

- b) For the purpose of this clause, the above monies will be paid on the same basis as the Halifax Port Authority Wharfage is paid, except that:
 - 1. Container cargo shall always be paid for a net weight only basis.
 - 2. Bulk shall be paid for on a ten to one (10 to 1) ratio; i.e. 10 tons equals 1 ton payable, or 10,000 kilos equals 1,000 kilos payable.
 - 3. a) Grain shall be paid for on a twenty-five to

one (25 to 1) ratio; i.e. 25 tons equals 1 ton payable; 25,000 kilos equals 1,000 kilos payable.

- b) Wood pellets shall be paid for on a thirty to one (30 to 1) ratio; i.e., 30 tons equals 1 ton payable;

30,000 kilos equals 1,000 kilos payable.

4. An automobile or self propelled vehicle, irrespective of the method of loading or unloading, whose weight does not exceed 2,725 kilograms, shall be paid for on a basis of:

\$2.064 per unit in **2023**;
\$2.127 per unit in **2024**; and
\$2.173 per unit in **2025**

5. The assessment is payable on all cargo/goods which are loaded/discharged by I.L.A. labour to/from vessels except:

1. ships' gear, equipment and stores (engine, deck, food stuffs, i.e. anything consumed aboard the vessel);
2. fishing vessels' bait and K.D. cartons which are consumed by that vessel;
3. passengers' baggage;
4. dunnage; and
5. crews' purchases.

- c) It is clearly understood that shifted or re-stowed cargo is exempt.

- d) The above monies shall be paid by the Halifax Employers Association to the trustees of the pension and welfare funds on the following bases: All monies collected for the previous month shall be paid by the end of the month following. All funds, collected or not,

shall be paid by the end of the second month following, except for collections as a result of the reconciliation with the Port Corporation's wharfage figures.

- e) In the case of Local 269, the parties agree to explore the possibility of a new tonnage assessment structure based on a container rate. The parties would have to establish new rates based on various container lengths and the elimination of empty containers from the data. Then the parties shall establish as best possible the historical average weight in each container length. When the parties agree on an assessment rate for each container length they shall run a model in the year of 1999 to see how the number would vary from the present tonnage structure. If the parties agree that the rate is an accurate assessment it shall be incorporated in the next collective agreement at that point in time when the parties agree on the rates.

- f) In the case of Local 1341, I.L.A./H.E.A. Pension and Welfare Trust Funds by the Halifax Employers Association as set forth in Article 14.01 of the official Collective Agreement between the Council of I.L.A. Locals and Halifax Employers Association shall satisfy all of the Halifax Employers Association's obligations under this agreement with I.L.A. Local 1341 for any such payment to the Trustees.

14.02 Holidays

The rates of pay for all hours worked on the following holidays or their day of observance, shall be as per the appended schedule of wages: Sundays, Provincial Holiday the third Monday in February, Good Friday, Sovereign's Birthday on day proclaimed, Canada Day, Halifax Natal Day, Labour Day, **National Day of Truth and Reconciliation** Remembrance Day, Thanksgiving Day and Boxing Day. With the exception of Boxing Day, pay rates for holidays shall not exceed six (6) times the basic wage rate.

Canada Day/Remembrance Day

Whenever July 1, Canada Day, **National Day of Truth and Reconciliation**, or November 11, Remembrance Day, fall on a Saturday or Sunday, the day of observance on which the Holiday rate of pay shall apply shall be the following Monday. Furthermore, with the exception of emergency work and lines, there shall be no work during the following periods:

Labour Day – Local 269

The No Work Period shall be from 08h00 on Labour Day until 08h00 the day following (07h00 in the case of lineswork and flex time starts), and the rates of pay for emergency work and lines, during this period shall be double the rates for Holidays to a maximum of six (6) times the basic wage rate except for lineswork and flex time starts at 07h00 on the day following Labour Day.

Labour Day – Local 1341

The No Work Period shall be from 08h00 on Labour Day until 08h00 the day following (07h00 in the case of flex time starts), and the rates of pay for emergency work during this period shall be double the rates for Holidays to a maximum of six (6) times the basic wage rate except for flex time starts.

Labour Day – Local 1825

Except in the case of emergency only baggage and mail shall be handled on Labour Day. The No Work Period shall be from 08h00 on Labour Day until 08h00 the day following (07h00 in the case of shift work or flex time starts). The rates of pay for emergency work, baggage and mail during this period shall be double the rates for Holidays to a maximum of six (6) times the basic wage rate except for shift work and flex time starts. Employees may be brought in under Article 3C.02(f), in which case they will be paid the appropriate premium rate for such time.

Christmas Day and Boxing Day – Local 269

The no work period shall be from 12h00 on December 24th until 18h00 on December 26th. Notwithstanding the above, on December 26, Boxing Day, when a ship(s) is alongside and working, work may commence at 08h00 (07h00 in the case of flex time starts) or 13h00 and shall be paid at double the rates shown for Holidays in the appended wage schedules.

Christmas Day and Boxing Day – Local 1341

The no work period shall be from 12h00 on December 24th until 18h00 on December 26th. Notwithstanding the above, on December 26, Boxing Day, when a ship(s) is alongside and working, work may commence at 08h00 or 13h00 (07h00 in the case of flex time starts) and shall be paid at double the rates shown for Holidays in the appended wage schedules.

Christmas Day & Boxing Day – Local 1825

The no work period shall be from 12h00 on December 24th, until 18h00 on December 26th except on December 26th when a ship(s) is alongside and working, work under this agreement may commence at 08h00 (07h00 in the case of shift work or flex time starts) or 13h00 and shall be paid at double the rates shown for Holidays in the appended wage schedule. Employees may be brought in under Article 3C.02(f), in which case they will be paid the appropriate premium rate for such time.

New Year's Day – Local 269

The no work period shall be from 17h00 on December 31st, until 08h00 on January 2nd. In the case of flex time starts, work may commence at 07h00 but is subject to the no work premium between 07h00 and 08h00.

The rates of pay for emergency work and lines performed during the Christmas and New Year's periods set forth above shall be double the rates shown for holidays, to a maximum of

six (6) times the basic wage rate (with the exception of work performed on Boxing Day) in the appended wage schedules.

Emergency work in Article 14.02 for non-supply base operations shall be clearly defined as the possibility of reefer cargo loss or a ship in distress and for further certainty shall not include the completion of a vessel. For supply base operations emergencies shall be as called by management.

New Year's Day – Local 1341

The no work period shall be from 17h00 on December 31st, until 08h00 on January 2nd. In the case of flex time starts, work may commence at 07h00 but is subject to the no work premium between 07h00 and 08h00.

The rates of pay for emergency work performed during the Christmas and New Year's periods set forth above shall be double the rates shown for holidays, to a maximum of six (6) times the basic wage rate (with the exception of work performed on Boxing Day) in the appended wage schedules.

New Year's Day – Local 1825

For any work performed between 17h00 on New Year's Eve and 08h00 (07h00 in the case of shift work) of the morning following this holiday, double the rates shown in the appended schedule for holidays to a maximum of six (6) times the basic wage rate (with the exception of work performed on Boxing Day) is to be paid. In the case of flex time starts, work may commence at 07h00 but is subject to the above premium between 07h00 and 08h00.

14.03 a) Vacation Pay

Ten percent (10%) of Gross Earnings will be paid to the employees as vacation benefits.

It is agreed that vacation benefits will be calculated on wages earned during the twelve (12) month period ending with the last week-end in September and shall be paid not later than the 23rd of October. Employees will be advised at least two (2) weeks in advance of the date vacation pay cheques will be issued and

may, within one (1) week following such notice, advise the payroll agency if they wish their vacation pay to not be issued as announced.

Employees will thereafter notify the payroll agency advising the date and amount of vacation pay an employee wishes to receive. The amount of vacation pay that the employee wishes to receive may be the total or a part of the gross vacation pay. The employee will notify the payroll agency during the payroll agency's normal office hours and give at least seven (7) days' notice (i.e. the prior Thursday) for vacation pay to be issued. The payroll agency will issue the vacation pay amount as requested by the employee on the following Thursday.

The weekly pay records shall be amended to include the reporting of vacation pay. Furthermore, standard governmental deductions for such vacation pay amount shall be deducted at source. (In the case of Local 269 and Local 1825, the parties agree that during the life of this Collective Agreement at the request of either party further discussions may be held to seek improvements relating to this subject.)

Union members who wish to receive all or part of their accrued vacation pay during the 12 month vacation accrual period will have to give one week's notice in the prescribed form to M.D.C. to receive the vacation pay as requested. The request must be submitted to the payroll agency no later than Thursday of the week prior to the expected payment, and the number of requests is limited to a maximum of eleven (11) per vacation year in addition and prior to the annual payout. The payroll agency will issue the vacation pay amount as requested by the employee on the following Thursday.

14.03 b) Statutory Holiday Pay

It is agreed that the payment of 3.5% (**or amount as amended in S.19 of Canada Labour Standards regulations**) in lieu of statutory holiday pay will be continued during the life of the agreement as in the past.

14.04 **Canada Pension Plan**

In accordance with the Canada Pension Plan, which became effective January 1st, 1966, the Companies/Contracting Stevedores agree to make the required employer contribution on behalf of each shore labour employee covered by this agreement to the Canada Pension Plan and to deduct the required employee contribution from the wages of each employee employed under this agreement and to remit such deductions to the Canada Pension Plan.

14.05 **Retirement**

As of the effective date of retirement, all retired employees are subject to the following retiree work conditions:

- a) The member will relinquish **their** membership;
- b) The member will no longer be able to hold any position on any basic workforce or gang;
- c) Where one is in effect, the member will no longer be able to use the dispatch board for purposes of referral to work on the waterfront;
- d) The member will no longer be able to exercise **their** union seniority for purposes of taking a job on the waterfront before any other member of the union; and
- e) The member will no longer be credited with maintaining any skills except basic skills agreed to by the parties and clearly defined in their respective Collective Agreements. In the case of Local 269, the member will be credited with maintaining the skills of general, small machine and yard tractor only and thus will not be able to perform any of the following functions:
 - (a) Gantry Crane
 - (b) Yard Gantry Crane

- (c) Front End Loader
- (d) Ship Tractor Operator

14.06 Bereavement Leave

Employees who are members of the I.L.A., shall be entitled to paid Bereavement Leave as set forth below:

1. The payment shall be based upon the greater of either eight (8) hours per day at straight time for the three (3) days immediately following the death of the employee's relative, or the wages lost by a member of a basic work force or a member of a gang for regular orders (excluding replacement and fill-in orders). Union members who are not attached to a basic workforce or gang, shall receive eight (8) hours per day at straight time for the three (3) days.

"Relative" for the purposes of this clause shall be defined as:

- a) the employee's spouse or common-law partner;
- b) the employee's father and mother and the spouse or common-law partner of the father or mother;
- c) the employee's children and the children of the employee's spouse or common-law partner;
- d) the employee's grandchildren;
- e) the employee's brothers and sisters and the brothers and sisters of the employee's spouse or common-law partner;
- f) the grandfather and grandmother of the employee, spouse or common law partner;
- g) the father and mother of the spouse or common-law partner of the employee

- and the spouse or common-law partner of the father or mother; and
- h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

“Common-law partner” means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who have been so cohabiting with the individual for at least one year immediately before the individual's death.

2. However, notwithstanding 1 above, employees who at the time of a relative's death are unavailable for work due to illness, accident, vacation or any other leave of absence shall not be entitled to the paid Bereavement Leave provided herein for the day or days on which they were unavailable.
3. The actual day of the funeral may be substituted for the third day should it occur later.
4. The employee may also opt to take up to two (2) eight (8) hour days at straight time immediately prior to the day of the funeral, in which case lost time wages for basic workforce and gang members would be restricted to one day (the day following the death or the date of the funeral).
5. In the case of Local 269, a member of a Basic Work Force will be charged on the earnings list with the Bereavement Leave Pay as opposed to lost time.
6. For the purposes of this Article, in determining when the death of the relative occurred, the

calendar day on which the death occurred shall be used, and there shall be no payment for lost wages on that day. The first eligible day following the death shall commence at 08H00 of the next calendar day following the day on which the death occurred.

14.07 R.R.S.P. Contributions

The payroll agency will allow the Union to choose up to six (6) different financial institutions for whom they will deduct employee contributions and remit to on a weekly basis.

14.08 Jury Duty – All Locals

When an active union member is selected for jury duty, the HEA shall provide a letter to assist the member in being released from jury duty.

14.09 Banking of Hours

Union members shall have the ability to bank hours. Banked hours and related earnings shall be included on employee pay stubs. These hours will be paid out at year end whether requested or not as they cannot be carried into the next year. Only entire work periods may be banked and will be banked by notifying the company timekeeper at the time of the order.

Union members may only bank hours in excess of eight (8) in a day or forty (40) in a week.

Employees may draw any portion of their banked hours during the course of the year. Banked hours will be paid out on the same basis as they were earned on a “first in first out” basis.

Hours cannot be banked by individuals with active E.I. claims.

Persons will be charged with all earnings at the time that they work.

14.10 Payment to International Union

The Halifax Employers Association, on behalf of its members, agrees to pay, on a monthly basis, to the International Longshoremen's Association in New York an amount equal to one half of one percent (0.5%) of the basic wage rate for each person/hour worked unless otherwise advised by the union.

ARTICLE 14B - SCHEDULE OF WAGES & FRINGE BENEFITS **- Local 1341**

14B.11

- a) The parties to this agreement agree to accept and adhere to the schedules of wages appended hereto which are hereby made part of this agreement.
- b) The rates of pay, as per Article I in the appropriate appended schedule shall be paid for work on general cargo.
- c) Whenever employees working under the Collective Agreement between the Halifax Employers Association and I.L.A. Local 269 are paid premiums as set forth in Articles 14A.12, 14A.13, 14A.14 and 14A.16 of such Collective Agreement, then employees under this Collective Agreement with I.L.A. Local 1341 who are assigned to the same operation shall receive the same premiums as employees working under the Collective Agreement with I.L.A. Local 269 for the time such premiums apply.
- d) The rates of pay for work in connection with dangerous explosives shall be double the rate as per Article I in the appropriate appended schedule to a maximum of six (6) times the basic wage rate. For the purpose of this agreement, the term "dangerous explosives" is defined as cargo of an explosive nature that under Government regulations has to be carried in a specially constructed magazine on board ship. If it is necessary to load other

cargo after "explosives" have been loaded into the magazine, the same rates shall be payable to checkers working on such other cargo. The term "explosive" does not include small arms ammunition or unfused shells. This shall apply only in the case of explosive cargo handled under the collective agreement in Halifax but shall not apply to the loading/unloading of containers.

- e) Checkers employed for the work of head checker shall be paid an additional amount per hour equal to 9% of the basic wage rate. Terminal planner, **Yard Planner** or stowage person as set forth in Article 6B shall be paid an additional amount per hour equal to 7% of the basic wage rate and checkers employed in office work, including the local checker at **PSA Fairview Cove**, shall be paid an additional hourly amount equal to 20% of the Head Checker premium as outlined above.
- f) All payrolls to close at 08h00 Sunday as payment of wages shall commence not later than 10h00 the following Thursday.
- g) The basic wage rates shall be:

effective January 1 st	2022 - \$43.94
effective January 1 st	2023 - \$46.14
effective January 1 st	2024 - \$47.99
effective January 1 st	2025 - \$49.79

except for the Basic Wage Rate for "Bullpen" labour which will be eighty (80) percent of the union basic wage rate.

It is agreed that vacation pay payable on the retroactive pay will be paid together with the regular vacation pay.

- h) If an employee's clothes should be damaged during work, management, when provided with satisfactory evidence, will indemnify the employee within one (1) week. It is understood that the employee must notify **their** superior immediately, and the H.E.A. shall establish the claim as soon as possible thereafter.

The method of payment shall be as provided for in Local 269 Collective Agreement.

i) **Personal Protective Equipment & Clothing**

Management shall pay annually to each active union member an amount of money,

- an amount equal to 14 times the basic wage rate.

This amount covers the purchase of a hard hat, safety footwear, safety vest, rain boots and rain gear.

Each member of the preferred list shall receive an amount equal to 14 times the basic wage rate on a bi-annual basis starting in 2004. Their first payment shall be made not later than 31 March 2004.

The payments shall be made within the first ninety (90) days of the new year in which the payment is applicable. Union members in the position of President, Vice-President, Business Agent and dispatcher shall be entitled to such allowance based on their total hours from the "pension report".

The payments shall be made within the first ninety (90) days of the new year in which the payment is applicable. Active Union member shall mean an employee who worked not less than 500 hours. Preferred list members must have averaged 500 hours per year over the two preceding years.

The clothing must meet the safety standards as prescribed in the safety policies, where applicable. The foregoing shall satisfy the companies' requirements, in which case, there shall be no interruption of the work due to inclement weather unless otherwise directed by the company.

In the event that a union member does not qualify for the allowance according to the relevant criteria, their hours will be carried forward from year to year until they have accumulated sufficient hours to qualify.

In the event that a union member does not qualify due to an absence for an injury or illness and they have returned to work, or are about to return to work (i.e., within 30 days) they shall receive a prorated amount based on their hours actually worked during the year.

Rain Wear

Any company may provide rain wear, including footwear where necessary, for all employees exposed to the elements during the performance of their work. In such case, there shall be no interruption of the work due to inclement weather unless otherwise directed by the company, subject to preserving the employee's health and safety.

The provisions of Article 14B(i) fulfil the requirements of this Article.

- j) The rate of pay for meal period work at 23h00 on the eve of a holiday shall be double the prevailing rate to a maximum of six (6) times the basic wage rate for the next work period.

ARTICLE 19B - TRAINERS- LOCAL 1341

Management will employ senior members of the Union, based on their Union seniority, who have the abilities and qualifications to perform the training under management's direction. Management will receive applications from checkers who are interested in being a trainer through a posting process.

In the event members of the Local are not interested or do not have the abilities and qualifications, the employer may obtain training from any source. At the time of the ratification of a new Collective Agreement the trainer(s) position will be re-offered to Union members, in the event that there are non-Union trainer(s) at that time.

- 1) The first work obligation for the trainers is to follow their

order for training;

- 2) Should an order for training be cancelled and as a result of such cancellation, trainers or trainees miss their regular order, HEA will compensate them for such missed order.
- 3) HEA will rotate trainers, on a weekly basis, who are deemed to be qualified to train at a company. A trainer will be deemed to be qualified to train at a company after a company representative has met with the trainer and is satisfied that the trainer is qualified to perform the training.

A trainer who does not get the company's approval would be considered qualified after completing up to three days familiarization.

- 4) When members of the union are employed as trainers, they shall be paid the same rate of pay as Local 269 trainers are paid.

Hours worked are treated as provided in the Collective Agreement for vacation, statutory holidays and pension. Hours worked will be credited for pension/welfare purposes.

- 5) Checker training schedules will be provided to the Head Checkers by fax.

JOB DESCRIPTION

TRAINER - LOCAL 1341

Responsibility

Primarily responsible to conduct training and in conjunction with the management, ensure training plans are successfully implemented in accordance with overall training requirements.

Functions

Develop training programs with management

Conduct training
Evaluate students
Complete training reports

ARTICLE 20 – TERMINATION – ALL LOCALS

This agreement shall be in effect until 31 December **2025** and thereafter from year to year unless or until either party gives notice to the contrary during the period of 1 September **2025** to 31 December **2025**, or the period September 1st to December 31st of any subsequent year.

ARTICLE 21 - MEMORANDUM OF AGREEMENT - ALL LOCALS

The parties agree that there shall be one Collective Agreement between the HEA and the Council of ILA Locals for the Port of Halifax.

This document, when signed by the parties, shall for all purposes be the only official agreement between the Council and the HEA.

The HEA shall provide booklets covering this agreement, i.e. **2022** through **2025** inclusive, to the members of the three (3) Locals.

The ILA logo will be on the cover of the printed booklet.

Signed in Halifax, this _____ day of _____ 2023.

**For the Council of I.L.A
Locals for the,
Port of Halifax
ILA Local 1341**

**For the Halifax Employers
Association**



17 January 2012

Mr. Kevin Piper
**Chairman, Council of ILA Locals
For the Port of Halifax**
c/o I.L.A. LOCAL 269
5220 Morris Street
Halifax, Nova Scotia B3J 1B4

Re: Corrections to Pay

Dear Mr. Piper:

This letter will confirm that it is our understanding that it is the intent of MDC to put in place, in the near future, the capacity to make corrections to an employee's pay and issue new payroll cheques accordingly.

Yours truly,
Richard Moore
President & CEO

5121 Sackville Street, Suite 200, Halifax, Canada B3J 1K1
Telephone: 902-422-4471 Fax: 902-422-7550

13 January 2009

Mr. David Cranston
**Chairman, Council of ILA Locals
For the Port of Halifax**
c/o I.L.A. LOCAL 269
5220 Morris Street
Halifax, Nova Scotia B3J 1B4

Re: “Clean Up” Time

Dear Mr. Cranston:

This letter will confirm the agreement reached at negotiations that the current practices with respect to “clean up” time will remain in effect for the life of this agreement.

Yours truly,
Richard Moore
President & CEO

I concur, _____
David Cranston

5121 Sackville Street, Suite 200, Halifax, Canada B3J 1K1
Telephone: 902-422-4471 Fax: 902-422-7550



13 January 2009

Mr. David Cranston
**Chairman, Council of ILA Locals
For The Port of Halifax**
c/o I.L.A. LOCAL 269
5220 Morris Street
Halifax, Nova Scotia B3J 1B4

Re: Work Under Control of the Employer – Ocean Terminals

Dear Mr. Cranston:

This letter will confirm the agreement reached at negotiations since the controlled access has been implemented across the Port, that work under the control of the employer shall be interpreted to include the loading and unloading of cargo from trailers, rail and/or mafis at Ocean Terminals. Nothing shall preclude truckers from making simple deliveries of trailers that do not involve the unloading or loading of cargo.

Yours truly,
Richard Moore
President & CEO

I concur, _____
David Cranston

5121 Sackville Street, Suite 200, Halifax, Canada B3J 1K1
Telephone: 902-422-4471 Fax: 902-422-7550

March 31, 2014

Mr. Kevin Piper
**Chair, Council of ILA Locals
For the Port of Halifax**
c/o I.L.A. Local 269
5220 Morris Street
Halifax, Nova Scotia
B3J 1B4

Dear Mr. Piper:

Re: Productivity & Efficiency Committee

Upon ratification of the Memoranda of Agreement dated March 31, 2014, the parties agree to establish joint committee to discuss productivity and efficiency issues to be facilitated by FMCS and the agenda to be jointly agreed to. Hiring issues to be first agreed to item to be discussed.

Sincerely,



Richard Moore
President & CEO

I concur



Kevin Piper

APPENDIX G – 1A
(Applicable to All Locals)*



Letter of Understanding
Between
The Halifax Employers Association
And the
Council of ILA Locals for the Port of Halifax

Modified Eight-Hour Rest Period

The parties hereby agree to implement the following Modified 8-hour rest period rules to align with the direction provided by the Federal Government.

1. An employee may not work more than three work periods within any 24-hour period with all or any combination of employers in the longshoring industry.
2. Once an employee has worked three work periods with any 24-hour periods, the employee must take seven (7) consecutive hours off work.
3. Once an employee has seven (7) consecutive hours off, the clock resets.
3. An employee who works three consecutive periods including a finish order at 18h00 which extends beyond 01h00, is not eligible for new orders until 13h00 the following day.
4. The following periods will not count as periods worked except after an employee has worked three periods within a 24-hour period:
 - a) weather check-ins at commencement of period;
 - b) extensions of a period will be considered part of that period
 - c) lineswork (except lineswork at the end of the period of the third period)
 - d) employees held and checked in (unable to bring to complement);
 - d) the second period of an all-night order or all night terminal order, when employees are finished at or before 23h00 or worked through at 23h00 and are released by 01h00;
 - f) a period as defined in the collective agreement

This agreement is contingent on both parties being in full agreement with its terms and conditions. Neither party shall unilaterally change these working conditions without the agreement of the other party. Failure to comply with its terms by either party may result in its immediate cancellation.



Halifax Employers Association



Council of ILA Locals

Date: August 4, 2022

5121 Sackville Street, Suite 200, Halifax, Nova Scotia, Canada B3J 1K1
Telephone: (902) 422-4471 Fax: (902) 422-7550

*** Not applicable to Foremen, Walking Bosses, Head Checkers, Terminal, and Yard Planners**

LOCAL 1341

APPENDICES

PORT OF HALIFAX – LOCAL 1341 PAY SCALE, EXCLUDING MIDNIGHT START								
	24h00 to 05h00	05h00 to 08h00	08h00 to 12h00	12h00 to 13h00	13h00 to 17h00	17h00 to 18h00	18h00 to 23h00	23h00 to 24h00
Tuesdays/ Fridays incl.	1½	3	1	2	1	3	1½	3
Saturdays	1½	3	1½	3	1½	3	1½	6
Holidays (excl. Mondays)	3	6	2	4	2	6	3	6
Mondays normal	2¼	4½*	1	2	1	3	1½	3
Sundays Only	3	6	2	4	2	6	3	4½
Holidays - Mondays	4½	6	2	4	2	6	3	6

***NOTE:** Work commencing at 07h00 on Normal Mondays shall be paid at 3 times the basic wage rate.

PORT OF HALIFAX - LOCAL 1341

Appendix "A" - Wage Schedules

Rates of pay from January 1, 2022, to December 31, 2022

(Excluding Work Commencing at Midnight)

Article 1 - General Cargo - Article 14B.b										
Basic Rate	2022	\$43.94								
			24h00	05h00	08h00	12h00	13h00	17h00	18h00	23h00
			To	To	To	To	To	To	To	To
			05h00	08h00	12h00	13h00	17h00	18h00	23h00	24h00
Tues/Fri Incl.			\$65.910	\$131.820	\$43.940	\$87.880	\$43.940	\$131.820	\$65.910	\$131.820
Saturdays			\$65.910	\$131.820	\$65.910	\$131.820	\$65.910	\$131.820	\$65.910	\$263.640
Holidays (excluding Mondays)			\$131.820	\$263.640	\$87.880	\$175.760	\$87.880	\$263.640	\$131.820	\$263.640
Mondays Normal			\$98.865	\$197.730	\$43.940	\$87.880	\$43.940	\$131.820	\$65.910	\$131.820
Sundays only			\$131.820	\$263.640	\$87.880	\$175.760	\$87.880	\$263.640	\$131.820	\$197.730
Holidays - Mondays			\$197.730	\$263.640	\$87.880	\$175.760	\$87.880	\$263.640	\$131.820	\$263.640

NOTE: No work shall exceed 6 times the basic wage with the exception of work performed on Boxing Day.

NOTE: Work commencing at 07h00 on Normal Mondays will be paid at 3 times the basic wage rate.

**PORT OF HALIFAX
LOCAL 1341**

APPENDIX "A" - WAGE SCHEDULES

Rates of pay from January 1st, 2022, to December 31st, 2022, Inclusive.

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT - ARTICLE 4B.01

Monday/Friday inclusive	87.88
Saturdays	131.82
Sundays and Holidays	175.76

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT – OCEAN RATES
- ARTICLE 4B.01**

Monday/Friday inclusive	790.92
Saturdays	1,186.38
Sundays and Holidays	1,581.84

PORT OF HALIFAX - LOCAL 1341										
Appendix "A" - Wage Schedules										
Rates of pay from January 1, 2023, to December 31, 2023										
(Excluding Work Commencing at Midnight)										
Article 1 - General Cargo - Article 14B.b										
Basic Rate	2023	\$46.14								
			24h00	05h00	08h00	12h00	13h00	17h00	18h00	23h00
			To	To	To	To	To	To	To	To
			05h00	08h00	12h00	13h00	17h00	18h00	23h00	24h00
Tues/Fri Incl.			\$69.210	\$138.420	\$46.140	\$92.280	\$46.140	\$138.420	\$69.210	\$138.420
Saturdays			\$69.210	\$138.420	\$69.210	\$138.420	\$69.210	\$138.420	\$69.210	\$276.840
Holidays (excluding Mondays)			\$138.420	\$276.840	\$92.280	\$184.560	\$92.280	\$276.840	\$138.420	\$276.840
Mondays Normal			\$103.815	\$207.630	\$46.140	\$92.280	\$46.140	\$138.420	\$69.210	\$138.420
Sundays only			\$138.420	\$276.840	\$92.280	\$184.560	\$92.280	\$276.840	\$138.420	\$207.630
Holidays - Mondays			\$207.630	\$276.840	\$92.280	\$184.560	\$92.280	\$276.840	\$138.420	\$276.840
NOTE: No rate shall exceed 6 times the basic wage with the exception of work performed on Boxing Day.										
NOTE: Work commencing at 07h00 on Normal Mondays will be paid at 3 times the basic wage rate.										

**PORT OF HALIFAX
LOCAL 1341**

APPENDIX "A" - WAGE SCHEDULES

Rates of pay from January 1st, 2023, to December 31st, 2023, Inclusive.

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT - ARTICLE 4B.01

Monday/Friday inclusive	92.28
Saturdays	138.42
Sundays and Holidays	184.56

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT – OCEAN RATES - ARTICLE 4B.01

Monday/Friday inclusive	830.52
Saturdays	1,245.78
Sundays and Holidays	1,661.04

PORT OF HALIFAX - LOCAL 1341										
Appendix "A" - Wage Schedules										
Rates of pay from January 1, 2024, to December 31, 2024										
(Excluding Work Commencing at Midnight)										
Article 1 - General Cargo - Article 14B.b										
Basic Rate	2024	\$47.99								
			24h00	05h00	08h00	12h00	13h00	17h00	18h00	23h00
			To	To	To	To	To	To	To	To
			05h00	08h00	12h00	13h00	17h00	18h00	23h00	24h00
Tues/Fri Incl.			\$71.985	\$143.970	\$47.990	\$95.980	\$47.990	\$143.970	\$71.985	\$143.970
Saturdays			\$71.985	\$143.970	\$71.985	\$143.970	\$71.985	\$143.970	\$71.985	\$287.940
Holidays (excluding Mondays)			\$143.970	\$287.940	\$95.980	\$191.960	\$95.980	\$287.940	\$143.970	\$287.940
Mondays Normal			\$107.978	\$215.955	\$47.990	\$95.980	\$47.990	\$143.970	\$71.985	\$143.970
Sundays only			\$143.970	\$287.940	\$95.980	\$191.960	\$95.980	\$287.940	\$143.970	\$215.955
Holidays - Mondays			\$215.955	\$287.940	\$95.980	\$191.960	\$95.980	\$287.940	\$143.970	\$287.940

NOTE: No work shall exceed 6 times the basic wage with the exception of work performed on Boxing Day.
NOTE: Work commencing at 07h00 on Normal Mondays will be paid at 3 times the basic wage rate.

**PORT OF HALIFAX
LOCAL 1341
APPENDIX "A" - WAGE SCHEDULES**

Rates of pay from January 1st, 2024, to December 31st, 2024, Inclusive.

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT - ARTICLE 4B.01

Monday/Friday inclusive	95.98
Saturdays	143.97
Sundays and Holidays	191.96

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT – OCEAN RATES
- ARTICLE 4B.01**

Monday/Friday inclusive	863.82
Saturdays	1,295.73
Sundays and Holidays	1,727.64

PORT OF HALIFAX - LOCAL 1341										
Appendix "A" - Wage Schedules										
Rates of pay from January 1, 2025, to December 31, 2025 (Excluding Work Commencing at Midnight)										
Article 1 - General Cargo - Article 14B.b										
Basic Rate	2025	\$49.79								
			24h00	05h00	08h00	12h00	13h00	17h00	18h00	23h00
			To	To	To	To	To	To	To	To
			05h00	08h00	12h00	13h00	17h00	18h00	23h00	24h00
Tues/Fri Incl.										
			\$74.685	\$149.370	\$49.790	\$99.580	\$49.790	\$149.370	\$74.685	\$149.370
Saturdays										
			\$74.685	\$149.370	\$74.685	\$149.370	\$74.685	\$149.370	\$74.685	\$298.740
Holidays (excluding Mondays)										
			\$149.370	\$298.740	\$99.580	\$199.160	\$99.580	\$298.740	\$149.370	\$298.740
Mondays Normal										
			\$112.028	\$224.055	\$49.790	\$99.580	\$49.790	\$149.370	\$74.685	\$149.370
Sundays only										
			\$149.370	\$298.740	\$99.580	\$199.160	\$99.580	\$298.740	\$149.370	\$224.055
Holidays - Mondays										
			\$224.055	\$298.740	\$99.580	\$199.160	\$99.580	\$298.740	\$149.370	\$298.740
NOTE: No work shall exceed 6 times the basic wage with the exception of work performed on Boxing Day.										
NOTE: Work commencing at 07h00 on Normal Mondays will be paid at 3 times the basic wage rate.										

**PORT OF HALIFAX
LOCAL 1341
APPENDIX "A" - WAGE SCHEDULES**
Rates of pay from January 1st, 2025, to December 31st, 2025, Inclusive.

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT - ARTICLE 4B.01

Monday/Friday inclusive	99.58
Saturdays	149.37
Sundays and Holidays	199.16

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT – OCEAN RATES - ARTICLE 4B.01

Monday/Friday inclusive	896.22
Saturdays	1,344.33
Sundays and Holidays	1,792.44

**APPENDIX "B" – LOCAL 1341
I.L.A. Local 1341 Seniority List
As at: 1 October 2023**

NAME	UNION #
1979	
PALMER, Peter	21040
THERIAULT, Francis P.	19620
1981	
HANSEN, John	22789
1984	
RICHARDS, Blair	23669
1987	
ROBINSON, Richard E.	22862
RUDEL, Randy L.	24698
1988	
BLAGDON, George	25516
BRIAND, Gregg	23232
EMERY, Lee E.	25521
LANGLEY, James	25236
NEWELL, Michael, J.	25024
RICHARDSON, Kirk E.	25694
RYAN, Robert B.	24538

1996	
BELLEFONTAINE, Ken Jr.	25559
BOUTILIER, Phillip	25644
ETTINGER, Terry	25639
HEIDEBRECHT, Tim	26001
MEAGHER, David	26123
1997	
ROBICHAUD, Chris	24438
TURNER, Michael	20932
1998	
HARDIMAN, Ronald	25596
POLEGATO, Bianco	26246
2003	
BARRETT, Stephen	25014
BEALS, Rosalie	27131
BELLEFONTAINE, Frank	26063
DARROW, Dennis	27320
DICKIE, Jeff	27329
LIU, Lucy	27132
REYNO, Kathleen	27036
ROBINSON, Wanda	27037

SALLY, Selena	28356
STONE, Kevin	27271
TURNER, John	28394
TWEED, Lynn	27127
UWINS, Michelle	26626
2006	
MILLAR, Dale	26849
SUPPLE, Michael	27688
2012	
ANDERSON, Shane	26899
BISHOP, Kelli	27342
COMSTOCK, Noel	27026
EVERSON, Lori	40022
GARNEAU, Sherry	27031
HEIDEBRECHT, Adam	28454
JAMIESON, Angela	28468
McBRIDE, Chris	28422
NAUGLE, David	26896
SNOW, Mary Jane	26898
2017	
CHURNEY, Pat	41012

JOHNSON, Sitesha	41063
MURPHY, Lindsay	41013
POLLOCK, Bill	26897
PURCELL, Megan	41072
2021	
ATWOOD, Charlene	41252
GALLANT, David	41225
LONG, Derek	41980
MACDONALD, Lisa	41221
MCKINNON, Petrina	41901
NESDOLY, Karen	41950
O'LEARY, Matthew	41914
RHODENIZER, Holly	41221
ROGERS, Gillian	41258
WILSON, Doug	40979
2023 A	
BARRETT, Brooke	41284
CHRISTIE, Helena	41937
COX, Heather	41993
MACPHERSON, Lisa	41236
RAFUSE, Heidi	41923

2023 B	
FLEET, Eva	41958
HAMMOND, Boyd	41979
PURCELL, Scott	41935
ROGERS, Aaron	41209
WHITE, Rebecca	41270

LOCAL 1341
Maritime Employers Association

12 April 1988

Mr. R. Robinson, President
I.L.A. Local 1341
11½ Hilltop Terrace
Dartmouth, N.S. B2Y 3T2

Dear Sir:

Re: Employment of New Employees

Further to our Joint Manpower Committee meeting of March 21 and subsequent exchange of correspondence dated March 25, April 6 and April 7, the parties met again on April 12. At that time, the following was clarified as being the parties' respective positions regarding the employment of new employees:

- a) the Union has the right to deal with the aspect of Union membership in the case of new Union members;
- b) Management has the right to determine who its employees will be; however, to the extent that it is legally possible, Management agrees to consider as candidates for employment only those individuals that are referred by the Union, provided the Union refers sufficient acceptable candidates to meet Management's employment needs;
- c) this shall in no way alter the rights of either party as laid out in the Collective Agreement and the Certification;
- d) the provisions of Article 10(i) in the current Collective Agreement (Joint Manpower Committee) are understood to apply only to the extent that they do not in any way restrict or infringe upon the respective rights of the parties as set forth in (a), (b) and (c) above;

e) notwithstanding the foregoing, the attached list of candidates has been referred to Management by the Union, and Management is prepared to accept these candidates as employees on the understanding that the Union will consider admitting to Union membership all of these candidates or at least a sufficient number to meet the currently required addition of ten (10) employees to a Basic Work Force. Such admission to membership shall occur within the minimum time permissible under the Union's By-laws as applicable to these candidates. Any of these candidates not admitted to Union membership forthwith shall be deemed to be in a "preference group".

The foregoing in its entirety represents our understanding of what the parties stated their position to be with respect to each other's rights in the matter of employment of new employees.

Yours very truly,

ORIGINAL SIGNED - -

D.H. Melanson
Manager - Halifax Office

DHM/pm

cc R.L. Lacroix
R. Kervin
M. Fougere

<u>UNION</u>	<u>NAME</u>
23232	BRIAND, G.A.
25024	NEWELL, M.
25025	HOLMES, D.
25026	BONA, M.
25165	DEMPSEY, J.
25236	LANGLEY, J.
25421	COX, E.
25462	WILSON, D.
25516	BLAGDON, G.
25684	NICHOLSON, D.
25694	RICHARDSON, K.
25831	HUTCHISON, J.
25538	RYAN, R.
25540	DOYLE, K.
25521	EMERY, L.

RELEASE

I UNDERSTAND AND AGREE that by accepting work out of the labour pool at the Halifax Freight and Steamship Checkers Union Hall, at this time and at all future times, I am in no way guaranteed, assured or led to believe that I will be employed at any future time, nor be admitted to any preferred list nor to membership within the Union.

I FURTHER UNDERSTAND that while working out of the labour pool, I am not accumulating any preference, status or special consideration with respect to Union membership, admission to any preferred list, or future employment.

Date

Signature

Halifax Employers Association

8 May 1998

Mr. Martin Campbell
President
LOCAL 1341 ILA
2736 Connaught Street
Halifax, Nova Scotia B3L 2Z7

Dear Mr. Campbell:

This will serve to confirm that management will not have work covered by our Collective Agreement performed by someone else outside of the bargaining unit.

Checkers shall not be shifted from one job to another if checking is required by management in the checkers' absence.

Yours truly,

R.L. Fisher
General Manager

RLF:ck

5121 Sackville Street, Suite 200, Halifax, Canada B3J 1K1
Telephone: 902-422-4471 Fax: 902-422-7550



January 5, 2009

Mr. Ron Robinson
President
I.L.A. LOCAL 1341
549 Portland Hills Drive
Dartmouth, Nova Scotia B2W 6P1

Re: Coffee Breaks

Dear Mr. Robinson:

This letter will confirm the agreement reached at negotiations that the current practices with respect to coffee breaks will remain in effect for the life of this agreement.

Yours truly,

Richard Moore
President & CEO

I concur, _____
Ron Robinson

Letter of Understanding

Between

**The Council of ILA Locals for the Port of Halifax for and on behalf of
Halifax Freight and Steamship Checkers Union, ILA Local 1341**

And

The Halifax Employers Association

**With Respect to the Implementation of Technological Change at
PSA Halifax**

To assist the parties with the implementation the technological change at PSA Halifax it was agreed that descriptions of the new Dispatcher and Exception Handler roles would be helpful. As such and in accordance with Articles 2B.06 a) and 6B.01, the following are those descriptions:

Dispatchers will oversee the safe and efficient execution of work queues for gate/truck and vessel. Each dispatcher will be responsible for one operation. (Vessel crane or gate/truck) The work of dispatcher shall consist of:

- i) Prioritizing work queues in accordance with Managements instructions
- ii) Arrange equipment required for each operation through careful communication with the Terminal and Yard Planners.
- iii) Resolve mis-reads from OCR.
- iv) Manage issues that may arise in the completion of work queues.
- v) Updating locations when a box cannot be placed in the planned location in coordination with the yard planner when needed.
- vi) Ensure external road trucks are handled in a timely manner.
- vii) Oversee the discharge and load queues for each crane and resolve any issues that may arise.
- viii) Ensure containers being loaded contain the appropriate lashing appliance prior to loading.
- ix) The planning of import directly from ship to rail, either pre-planned or on the fly, will be the work of the ship dispatcher.

Exception handlers will only resolve issues that may arise in the yard from time to time. The exception handler will be mobile. Issues that will require an Exception handler are:

- i) Finding lost containers
- ii) Directing lost truck driver
- iii) Assist the dispatcher in locating/fixing positions of containers in a row when required

And further, Ship Exception Handler will only deal with ship boxes and Truck Exception Handler will only deal with truck boxes.

Any further responsibilities will be agreed upon by both parties in advance.

Council ILA Locals, ILA Local 1341

Halifax Employers Association

Date: June 8, 2023

