

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, Local 269 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 – AII 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 fulfill 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 2A – RECOGNITION - Local 269

2A.06

a)

1. It is agreed that the loading/unloading of rail car traffic, the receiving/delivery of cargo to/from truck tailgate and the blocking and securing of cargo at container terminal operations shall be performed by members of the Union.
2. It is understood that at Supply Base Terminals, for the Canadian offshore oil and gas industry, the receiving/delivery of cargo to/from truck tailgate shall be performed by members of the Union. In addition, the loading/unloading of rail car traffic and the blocking/securing of rail traffic shall be performed by members of the Union unless another Union is certified or recognized.

b)

It is agreed that the following work, when under the control of the employers, shall be performed by members of the Union unless another Union is certified and recognized:

- discharging/loading of cargo vessels, including all de-icing in connection with the discharging/loading of cargo and other de-icing, including the removal of ice from corner castings, except that de-icing performed by the ship's crew;
- discharging/loading of ballast, except water;
- opening and closing of hatches;
- cleaning the holds of ships;
- loading/discharging dunnage;
- shifting and securing cargo on deck or in the hold;
- Lashing and un-lashing, securing and un-securing of cargo on board vessels. (It shall be clearly understood that welding performed in connection with the foregoing is not work within the jurisdiction of Local 269.);
- docking, undocking and shifting ships
except
at Windmill Pier or Halifax Shipyards;
- cargo repair, excluding containers;
- rigging for cargo lifts other than that done by ship's personnel;
- loading/unloading container to/from truck and railcar;
- handling ship's stores. Ship's stores does not include deck stores or engine/mechanical stores and ships stores of "small daily orders" not more than five (5) pallets or their equivalent. A pallet load shall be defined as a load, exclusive of the pallet, of up to 72 cubic feet, (e.g. 4x4x4.5).
- handling mail express goods and baggage, except: hand baggage usually carried by passengers, baggage for non-passengers (crew members, cruise line employees or contractors, including entertainers), baggage associated with passengers who must leave the ship for medical emergencies including illness and/or compassionate grounds such as the death or hospitalization of immediate family members aboard or ashore
- the stuffing/destuffing of containers;

- the handling of clip-on refrigeration units;
- fitting of shifting boards and/or feeders for the carriage of grain;
- loading/unloading mafis and flats;
- operation of hydraulic leg excluding motor operation;
- unitizing/strapping of cargo;
- receiving/delivery of cargo to/from truck tailgate;
- shifting of cargo from vessel to vessel while at anchor and laying alongside of each other within the Port of Halifax;
- the operation of shuttle vehicles with the exception of those operated by Autoport, at Autoport;
- opening container doors other than when required by or for:
 - i) a Government Agency or Service;
 - ii) the repair and/or cleaning of empty containers;
 - iii) the inspection of reefer containers and/or contents in the event of an emergency when Local 269 Labour is not employed;
 - iv) inspection/cleanup of Dangerous Goods Containers;
 - v) the inspection of empty containers by line representatives and/or truckers.
- The placing and picking up of gluts and chocks during the loading/discharge of cargo to/from rail cars and trucks and the picking up of gluts/chocks on the pier or in the sheds when the gluts/chocks are to be used in the longshoring operations. This will include the removal of material left on railcars.

The foregoing shall not prevent truckers from handling their own gluts and chocks for the purpose of stowing/unstowing them to/from the storage position on the truck.

- c) The Union recognizes that the receiving/delivery of cargo handling equipment at/from the employers work place when purchased/sold on a "turnkey" basis is not covered under this agreement save and except any loading/unloading to/from a

ship that is involved in such an operation, as well as securing/unsecuring on railcars at Container Terminal Operations.

- d) For the purposes of handling non-salvageable cargo (i.e. cargo which has been damaged to the extent that it is to be disposed of) the provisions of Article 2A.06 herein shall apply to the same extent as they do to cargo.
- e) Management recognizes that booming up and down and positioning of shore based Gantry Cranes, for the purposes of longshoring work is work belonging to the Union except where plug changes are involved. In such cases "maintenance" employees can perform the positioning to the extent necessary to effect the plug change and to secure the crane, if such is required. An employee on the terminal with the gantry crane skill may not position and/or boom a gantry crane on a ship, which has had crane/combi units working on it or which has crane/combi units working on it unless it is for an additional crane/combi unit being employed in the subsequent period.

Whenever members of Local 269 with the gantry crane skill are employed, they will move the gantry cranes for the purposes of protection/safety. When none are employed management may direct members of Local 1825 to move the gantry cranes for the purposes of protection/safety.

Even if there is ship labour employed, which includes an employee with the gantry crane skill, an employee from the Terminal with such skill may be used.

- f) The operation of company owned or leased machines when applied to the foregoing, except when the lessor supplies operators.
- g) It is agreed that the companies will not sub-contract any work specifically covered by this agreement.
- h) Should longshoring work be performed by a ship's crew, the union shall immediately notify the HEA who will contact the vessel's agent with the intent that the agent should take

action to cause the crew to immediately cease performing such work.

In addition, the HEA shall provide notices to the ship's agents in the port with the intent that they should distribute these notices to the masters of vessels calling at the port. These notices shall identify the jurisdiction of Local 269 and will request that the master ensure that **their** crew not engage in the described bargaining unit work. The HEA shall re-issue these notices to the agents every six (6) months. The union will be given a copy of such notices.

In the case of the same vessel's crew performing such bargaining unit work on more than one occasion, then the HEA will jointly with the Union, make application to the Canada Industrial Relations Board that an order be issued against the vessel, and its agent directing that such work is work in the longshoring industry, that compensation be paid and ordering them to employ longshore labour in the future.

2A.07 Management agrees that it will not discriminate against any employee by reason of **their** legitimate Union activities.

2A.08 **Employees on Union Business - Training and Job Posting Opportunities**

a) Management agrees that employees elected to office in the Union or hired by the Union 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.

b) During any such leave of absence, an employee shall retain the right to submit applications under Article 18.02 herein 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.

- c) In the case of such applications to join Basic Work Forces or Gangs, then the last successful one submitted by the employee shall determine **their** entitlement upon returning to active employment.

- d) 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 2A.08(c) 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.

2A.09 Special Meetings - Port Closure

It is agreed that during the life of this agreement, the Union may hold up to four (4) special meetings of its membership per year and that, for such meetings, no work will be performed, with the exception of emergency work and lines. When such meeting is required, the Union will notify Management, which will in turn advise the Union of the date for such meeting at least four (4) days in advance. The Union agrees to make all reasonable effort to keep the interruption of work for such a meeting to one work period. However, it is understood that the meeting may be extended, if required, to the following work period.

2A.10 Increasing/Decreasing Gangs & Basic Workforce

Management agrees the increase/decrease of the number of parent gangs and/or the size of any Basic Work Force is to be based on operational needs related to cargo handling. Any disagreement on this matter between the parties may be dealt with through the grievance and arbitration procedure set forth herein.

ARTICLE 3A - HOURS OF WORK AND MEAL HOURS
- Local 269

3A.01 The hours of work and meal periods shall be as follows:

WORK PERIODS**MEAL HOURS**

| | | |
|----|---------------------|----------------|
| a) | 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 |

WORK PERIODS**MEAL HOURS**

| | | |
|-----|---|-----------------------------------|
| b) | from 24h00 to 08h00 (midnight start) | ½ hour between 03h30 and 04h30 |
| 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". | |

N.B.:

- In (a) above, the 08h00 to 12h00 work period may start at 06h00 or 07h00, if required, in the case of passenger ships.
- In addition to the foregoing, linesmen may be ordered and paid commencing at 06h00.
- In (b) above, 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.

- In (b) above, it is understood that the ½ hour meal period shall be continuous.
- In the case of labour employed on a midnight start at a container terminal, it will not be necessary for all ship or all terminal labour to take a meal break at the same time. When the walking boss, terminal foreman and lashing foremen work through both meal periods, they shall be paid for 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).
- It is agreed that there shall be no extension of an "18h00 to 22h00" order. When members are employed on an "18h00 to 22h00" order and they are kept beyond 22h00 for lines work, then they shall be paid again from 18h00.
- Except when there is a no-work meeting starting at 08h00 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.

c) Flex Time Start Provisions

- 1) The 08h00 to 12h00 period may be extended by one hour to start at 07h00 at the appropriate rate in order to start a vessel and/or perform terminal work.
- 2) The guarantee for employees hired under Flex Start provisions shall be increased from 4 to 5 hours. The weather clause shall be a 3 hour guarantee if released by 07h00, at the appropriate rate as per the appended

schedule of wages.

- 3) Orders shall be placed the preceding day as per current practice for 08h00 starts.
- 4) In the case of Local 269 the following conditions shall apply:
 - a) Dispatch for 07h00 shall be at 06h50 the same day. In recognition of opening the Hall early, a payment equal to one (1) hour at three (3) times the basic wage rate for each day of "Flex time Dispatch" (regardless of the number of employees involved on that day) will be paid to Local 269 on a monthly basis.
 - b) The order of dispatch shall be low employees first (i.e. terminal first, then crane unit(s), then lashers for 07h00, by a separate order for those starting at 08h00).
 - c) Lashers can only be hired in conjunction with crane units on Flex Starts.
 - d) 07h00 flex start hiring does not affect hiring for 06h00 or 07h00 lines orders and/or work on cruise vessels.
 - e) Terminal employees hired for a terminal only flex start orders cannot be used to tie up/let go a vessel between 07h00 and 08h00.

d) Continuous Truck Operations

- 1) Continuous truck operations shall commence at 07h00 and end at 17h00.
- 2) Three (3) times the basic wage rate shall be paid between 07h00 and 08h00 and 12h00 and 13h00.
- 3) 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.

- 4) Only trucks will be worked by employees on this order.
- 5) With respect to Local 269, if there is a reduction and re-order for 18h00 or 24h00, employees on the continuous operation will be checked in at 13h00.
- 6) With respect to any employee who wishes to quit they must quit at 12h00.
- 7) In the case of Local 269, replacements will be asked starting from the lowest person on the terminal with the required skill. If no one is available, then the person will work through until 13h00 and the replacement will come from the Hiring Hall. The replacement or fill-in will assume their respective spot but will be part of the continuous operation.
- 8) 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.
- 9) Nothing in the above, other than number 4, prevents the employer from doing other work that is currently performed during a continuous truck operation.

3A.02

- a) Employees shall not be required to work beyond three (3) consecutive work periods.
- b) Where employees have worked two (2) night periods, they shall not be ordered back at 08h00, except as otherwise provided in Article 5A.02 herein.
- c) **Tallow:**
 - i) Employees who commence work at 08h00 may work three (3) consecutive periods, but will be replaced at 18h00 if there is an all night order.

- ii. Employees who commence work at 13h00 may work three (3) consecutive periods, however, when work is anticipated to last beyond 08h00, then new labour will be ordered for 08h00 in accordance with the ordering times in Article 5A.02 (a).
- iii. Employees who commence work at 18h00 or midnight shall be replaced at 08h00.

3A.03

a)

Notwithstanding Article 3A.02 above, employees shall work through the meal hour(s) set forth in Article 3A.01 (a) when and as ordered by Management and, in such case, shall be paid appropriate meal hour rate for such time and at the same rate for all time worked thereafter until relieved for meals, subject to the provisions contained in Article 14A.11(c).

Orders for employees who are required to work through will be made thirty (30) minutes prior to the end of the regular work period. Orders even for lineswork only in an extension of the period will be given 30 minutes prior to the end of the regular work period.

In the event employees are required to work into a meal hour for purposes other than to finish, they shall be guaranteed the one (1) hour meal period at the appropriate rate.

- I. 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.
- II. Work-throughs at non-container terminal operations in the Port of Halifax shall be clearly defined as the following:

1. The finish work through on the ship and related terminal shall be to finish:
 - i. the ship;
 - ii. a hatch or deck;
 - iii. a heavy lift;
 - iv. weather sensitive cargo at risk;
 - or v. a railcar(s) required for shunting.
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.

Furthermore, if employees work through the 23h00 to 24h00 meal hour and are not released for a meal hour until 05h00 or later, the hours worked after they return will be paid as if they had not been released for a meal hour.

- b) In the case of the midnight start meal period in Article 3A.01(b), employees shall only be required to work through this meal period as linesmen on a ship they have finished and only providing they are released thereafter.
- c) Notwithstanding the foregoing, when there are continuous tallow operations through the meal period on a midnight start, the guarantee shall be amended to the equivalent of nineteen (19) hours at the appropriate day rate.

3A.04 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. It is understood that this has no bearing on the wage schedules attached hereto.

ARTICLE 4A – GUARANTEES - Local 269

4A.01

- a)
 - 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

13h00 to 17h00 turned to/stood by 4 hours

13h00 to 17h00 released by 13h00
due to weather 3 hours

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 turned to/stood by 13 hours

| | | |
|--------------------------|-------------------------------------|---------|
| to 08h00 | at 18h00 | |
| 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. 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) and reordered for a subsequent period, should such prior condition still prevent work from being performed, then if the employees are again released, the normal guarantee shall apply, as opposed to the weather guarantee.
- iii. 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.

- iv. If an employee is hurt or injured in performing **their** 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.
- v. 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.

- vi. The only re-order for an 07h00 Flex Start or 08h00 Weather Clause is for the next subsequent period and must be given before the employees are released. (There is no re-order at 08h00 for 18h00 or Midnight)

- b) 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).

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.

However in the case of a 18h00 for all-night order when there is non-ship terminal work going on either while the ship is working or is going to take place after the ship is finished, it

shall be clearly defined on the orders that the non-ship terminal work is working to 05h00 hours or 08h00 hours. When the order is 18h00-08h00 not less than 7 terminal employees shall be ordered for 18h00-08h00 at the appropriate ordering times in Article 15A.B.5(a). Nothing in the foregoing shall restrict employees on an all night order from being extended beyond 05h00.

It is clearly understood that there shall be no terminal orders 6 for all night when there have been no units ordered 6 for all night.

- c) When orders at 18h00 include a ship that is expected to finish, then the first gang or unit ordered will be either for "all night" or "to a finish". Additional gangs or units may be ordered for 18h00 to 22h00. At a container terminal the units do not have to be on the same vessel.

Notwithstanding the foregoing it will not be necessary to order to a finish when the opportunity exists to perform the additional work to finish the ship prior to the ship leaving the Port with the exception of loading cargo on a vessel that will then be completely discharged within the Port limits.

- d) **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.

- e) **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 |
|------------------------------------|--|---------|

4A.02 Perishable Cargo

Notwithstanding the above, when employees are ordered out to work on vessels which are loading and/or unloading perishable cargo and, because of low temperatures, the hatches cannot be opened, they shall be paid a minimum of three (3) hours pay. However, if a vessel is working perishable cargo in some hatches and other cargo in other hatches, then, if because of low temperatures the perishable cargo cannot be worked and the other cargo is being worked, all gangs ordered for work on that vessel shall be paid a minimum of four (4) hours pay.

4A.03 In the case of a ship finishing, employees who have worked the work period **being extended** shall continue to work if ordered to do so by the company and it is understood and agreed that notwithstanding the provisions of 4A.01 and 4A.02 above, the employees shall only be paid for time worked at the appropriate rate of pay when finishing a ship.

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.

4A.04 When a replacement is employed for an employee ordered

who fails to report for work, the guarantees provided in 4A.01, 4A.02, and 4A.03 above will apply to such replacement only to the extent that they would have applied to the employee **they replace**. An employee who will be unable to report for work at the time ordered must so notify **their** foreman or the company as soon as possible, and in no case less than one (1) hour prior to the time ordered to start.

4A.05

a) 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. At a container terminal operation at 05h00 when more than one "all-night" unit is working on the same vessel, then however many units are kept past 05h00 they must all be on the same order (i.e. all on "finish the ship" or all on "reasons other than finishing the ship").

b) In the event employees working on an "all night" order are extended beyond 05h00 then, if the work is expected to go beyond 08h00, an employee may advise the company by 07h15 that **they wish** to be replaced. In such case, should a suitable replacement be obtained from the Hiring Hall then, upon **their** arrival, the company shall release the employee and **their** replacement shall work under the same terms and conditions as the employee **they replace** until released.

4A.06

a) 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.

b) 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 4A.01(a). 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.

or

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.

4A.07

- a)** Notwithstanding the provisions of Articles 4A.01, 4A.02 and 4A.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.
- b)** Any company may provide rainwear, 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.

The provisions of Article 14A.22 fulfil the requirements of this Article.

4A.08

- a) When employees or gangs 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, and if past the three-quarter they shall be paid for the full hour.
- b) 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.

4A.09

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.

4A.10

- a) Not less than a foreman and six (6) employees shall be used for lineswork for docking, undocking or shifting ships in excess of two thousand net registered tons (2,000 N.R.T.) and not less than a foreman and four (4) employees shall be used for ships of up to two thousand net registered tons (2,000 N.R.T.).
- b) When employees are hired as linesmen, they shall be paid from the commencement of the period. Employees hired as linesmen shall be paid a minimum two (2) hours pay at the appropriate rate (three [3] hours when hired after midnight). Notwithstanding the foregoing, the minimum guarantee for employees required to report for lines work shall be the equivalent of three (3) hours at the basic wage rate for the first order of the day at 08h00 or 13h00 on a regular Monday to Friday. If the first order of the day is 08h00, the employees shall also receive the minimum 3 hour guarantee at

13h00 when they have not been ordered back directly after receiving the full period guarantee, i.e. minimum (4) hours and they are required to report for lineswork at 13h00.

This provision in no way amends any other guarantee in the Collective Agreement which presently exceeds the minimum requirements.

The lines' guarantees of three (3) and two (2) hours shall be increased by one (1) hour at the appropriate rate when there is more than one (1) docking and/or let go. The foregoing additional guarantees do not apply in the case of shifting a single vessel.

- c)
- i. a) Employees who are to be employed for a work period may be hired as linesmen up to one (1) hour prior to the commencement of the work period. In such cases, paragraph 4A.10(b) above shall not apply, but the employees shall receive one (1) hour pay at the appropriate rate for lineswork.
 - b) Employees who are to be employed for the work period commencing at 08h00 may be hired as linesmen up to two (2) hours prior to the commencement of the work period. In such cases, Article 4A.10, paragraph 4A.10(b) above shall not apply, but the employees shall receive two (2) hours pay at the appropriate rate for lineswork.
 - ii. Notwithstanding Article 4A.10(c)(i) a) and b), outside of container terminal operations these employees ordered for lineswork are restricted to performing such lineswork on the ship on which they are going to work, except they may perform lineswork on any vessel(s) which must be shifted/let go in order to dock the vessel on which they are going to work.
 - iii. Notwithstanding (i) and (ii) above, employees who do not have an order at 08h00 may still receive a lines job at 06h00 and be paid a guarantee of two (2) hours at the appropriate rate.

- d) When employees are standing-by awaiting the arrival of a vessel, or have finished working a vessel, or are already employed, they may be used for lineswork and paragraph (b) shall not apply.
- e) Notwithstanding the call procedure, linesmen may be ordered at any time and once ordered, they shall be paid in accordance with Article 4A. 10 above.
- f) Container terminals may employ their basic work force outside the terminal for the purpose of handling lines for a feeder ship that is or will be shifting to/from a berth at the terminal.
- g) At a container terminal, for the lineswork in letting a ship go, employees from the last unit that works a ship shall be used provided that:
 - i) the lineswork is within the guaranteed period, or
 - ii) if the lineswork is during a meal period due to an extension of the work period, then employees from such unit shall be used for letting the ship go even if there is a time lag between their completion of actual cargo handling and the lineswork provided, however, in doing so the Company does not incur any additional costs and further provided they are not being re-ordered for the next work period;
 - iii) in the case referred to herein, should there be more than one ship involved, Management may use employees from the last unit overall to handle lines on two (2) or more ships if it so chooses;
 - iv) the last unit shall be determined by the application of Article 15A.B11. In addition, when units finish within the same quarter ($\frac{1}{4}$) hour pay period (in dead time or in a meal period) then the lowest unit will be used regardless of the actual finish time for the units;
 - v) Under any other circumstances, the provisions of Articles 4A.10(a) to 4A.10(f) shall apply as determined by Management.

h) PASSENGER VESSELS - Lines, Gangways, Baggage and Stores

Notwithstanding other provisions to the contrary, the following special conditions shall apply in the case of passenger vessels.

1. The work involved is the handling of Lines, Shore-based Gangways, Stores and Baggage for passenger vessels.

If assistance is required on ship-based gangway then those employed to do lines work who are directed by management to turn to/standby to assist shall receive an additional one (1) hour pay at the appropriate rate in accordance with Article 4A.10 b). In addition, a \$600 payment per vessel port call will be made to ILA Local 269.

2. The conditions for work in (1) above shall be as follows:

| | | |
|---|--|---|
| i) Lines Only | Not Less than 1 Foreman & 4 or 6 employees | Lines Guarantee as per Article 4A.10 |
| ii) a) Lines & Shore-based Gangways in the same period | 1 Foreman & 12 employees | Lines Guarantee as per Article 4A.10 |
| b) Lines & Halifax Port Authority Automated Gangway Systems in the Same Period | 1 Foreman & not less than 6 employees + 2 Additional Employees For the Gangway | Lines Guarantee as per Article 4A.10 |

Note: A foreman and one person under Article 4A.10(h) shall be paid for all work period(s) whenever the automated gangway system is in use while a passenger vessel is alongside except in the period in which the let-go takes place. If the gangway is adjusted between 05h00 and 08h00 then they shall receive payment for the full three hours at the appropriate rate.

When a passenger vessel uses both the automated gangway(s) and a conventional shore-based gangway, the foregoing provisions shall not apply, however, a foreman and one person shall be employed for the automated gangway adjustment.

- | | | |
|------|--|--|
| iii) | Lines & Shore-based Gangways and Baggage | 1 Foreman and not less than 12 employees who would be paid for time involved, subject to the minimum applicable lines guarantee, for lines and gangways. |
|------|--|--|

AND

- | | | |
|-----|--|--|
| iv) | Lines Shore-based Gangways & Baggage & Stores in the same period | When the lines and gangways are finished, the foreman and not less than 6 employees (not including gangway watch person) perform the work on baggage and stores. |
|-----|--|--|

AND

- | | | |
|----|---|--|
| v) | Lines & Shore-based Gangways & Stores in the same period. | They would be paid a minimum of the balance in question. |
|----|---|--|

- | | | | |
|-----|------------------------------------|----------------------------------|------------------------------------|
| vi) | Lines & Baggage In the same period | Not less than 1 FM + 6 employees | Guarantees as per Article 4A.01(a) |
|-----|------------------------------------|----------------------------------|------------------------------------|

- | | | | |
|------|--|----------------------------------|-----------------------------------|
| vii) | Lines, Baggage & Stores in the same period | Not less than 1 FM + 6 employees | Guarantee as per Article 4A.01(a) |
|------|--|----------------------------------|-----------------------------------|

- | | | | |
|-------|----------------------------------|----------------------------------|------------------------------------|
| viii) | Lines, Stores in the same period | Not Less Than 1 FM + 6 employees | Guarantees as per Article 4A.01(a) |
|-------|----------------------------------|----------------------------------|------------------------------------|

- | | | | |
|-----|---------------|----------------------------------|------------------------------------|
| ix) | Baggage Alone | Not Less Than 1 FM + 6 employees | Guarantees as per Article 4A.01(a) |
|-----|---------------|----------------------------------|------------------------------------|

- | | | | |
|----|--------------|---------------|------------------|
| x) | Stores Alone | Not Less Than | Guarantee as per |
|----|--------------|---------------|------------------|

| | | |
|-----|--|--|
| | 1 FM | Article 4A.01(a) |
| | + 6 employees | |
| xi) | Baggage, Stores in the same period | Not Less Than 1 FM + 6 employees |
| | | Guarantees as per Article 4A.01(a) |

"Stores means ships stores, except small daily orders. Labour for the above will come from the low parent gang(s) not otherwise required.

When assigning employees for work on passenger vessels in accordance with the above those assignments with guarantees as per Article 4A.01 (a) will be assigned first.

Should any of the above work continue in the subsequent period the same employees would be ordered back for the continuing work. Should these employees be required elsewhere or not continue for any other reason then their replacements would come from the hiring hall.

Gangway Watch

An employee cannot have a regular order all day with **their** Company and have a gangway watch order all night. All gangway watch replacements, for any reason come from the Hiring Hall.

Example - regular order all day, replacement would come from the hall for 18h00-allnight order.

Gangway watch is considered a work period as defined in the four period rule, except for the period that the vessel is leaving.

Work on baggage or stores continuing in the subsequent period at 18h00 or new orders at 18h00 for baggage or stores must be ordered 18h00 to a finish or 18h00 to all-night.

- i) When linesmen are required one hour prior to the start of a work period and the gang which would otherwise be performing this lineswork is not available as a result of working too long in the previous work period on the other side of the harbour, then the linesmen will come from the next lowest available gang going to work on the vessel. If none is available, the company will order the required complement from gangs which are not working, in which case, they shall be paid a minimum of two (2) hours at the appropriate

meal hour rate. The order for linesmen who are not coming from the gang(s) going to work on the vessel, will be given two (2) hours prior to the end of the period.

4A.11 **Payment for Ship's Crew** **Handling Hatchcovers**

The work of opening/closing hatches, other than mechanical hatches using the ship's hook/spreader is work belonging to the bargaining unit. Notwithstanding the prior statement, for the purpose of allowing the ship's crew to open and close other than mechanical hatches using the ships hook/spreader, the parties agree that management shall pay the Union the sum of \$500.00 for that vessel. This does not prevent the crew from opening/closing any hatches while the gang/unit is standing by and the \$500.00 shall not be paid.

4A.12 At a container terminal, a crane operator from the low crane unit may be brought in up to one (1) hour prior to the start of a work period for the purpose of positioning the crane(s). If two (2) or more cranes are involved and Management determines that another crane operator is required, then the low crane operator from the next lowest unit will be brought in. The low foreman among the foremen assigned to the ship(s) shall also be brought in. In such cases, the employees shall be paid one (1) hour at the appropriate rate for the time prior to the start of the work period. It is understood that this does not affect the applicable guarantee and these individuals may not be used for lines work prior to the start of the normal work period. If new employees are not being employed the appropriate crane operator(s) and foreman will be advised at the commencement of the work period of the requirement to work in the upcoming meal period for the purpose of positioning the crane(s).

4A.13 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.

4A.14 When a Foreman and/or Walking Boss has employees working through under **them** and other employees returning or starting in the next period, the Foreman/Walking Boss 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.

4A.15 At container terminal operations when employees are extended into the meal period to dock a vessel and are not being re-ordered for the next work period, they shall be paid the full one (1) hour meal period. The foregoing does not prevent the employees from performing any other lineswork.

ARTICLE 5A - CALL PROCEDURE – LOCAL 269

5A.01 It is understood and agreed by the parties that the responsibility to supply sufficient labour to members of the Halifax Employers Association, in accordance with the provisions of this agreement, rests with the Union. Furthermore, it is understood and agreed that the system of dispatching the work force shall be maintained in accordance with the Rules of Dispatch as set forth herein.

5A.02

a) Orders for employees will be communicated to the dispatcher and the employees by the following schedule and in accordance with the Rules of Dispatch herein:

| EMPLOYEES REQUIRED TO START AT | ORDERS TO BE PLACED BY |
|--------------------------------------|---------------------------|
| 08h00 | 16h00 (preceding day) |
| 13h00 | 09h00 |
| 18h00 | 12h00 |
| 24h00 | 12h00 |

Notwithstanding the ordering times set forth in Article 5A.02(a), the ordering time for 13h00 may be extended for up to one (1) hour in the case of a ship loading flour or grain or peas and requiring Department of Agriculture clearance, should such clearance not be issued prior to the normal ordering time. However, in such cases, the time of issuance shall be indicated on the clearance documentation, and the ordering of labour shall be done immediately thereafter.

The ordering time for extra gang labour required at 18h00 hours for a gang that has started at 13h00 shall be 14h00.

- b) The Companies agree that by 16h15 the hiring hall will be given a reasonable estimate of how many employees will be continuing work at 18h00.
- c) 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. However, employees ordered for 18h00 to 22h00 may not be reordered for midnight.

Notwithstanding the foregoing at container terminal operations, the orders for the terminal employee(already employed) to return for the 18h00-22h00 hour work period for non ship terminal work shall be given at 16h00. In the case of additional terminal employees required at 18h00 hours for ship work, these orders will be given thirty (30) minutes prior to be the end of the regular work period.

- d) 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.\
- e) 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.
- f) Where employees ordered 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 company. 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.

g) It is understood that the provisions of Articles 5A.02(d), (e) and (f) above in no way affect the guarantees set forth in article 4 herein.

h) It is agreed that labour working an 18h00 to 22h00 or 18h00 to finish order is eligible to be ordered for 08h00 the next day.

i) Low Employees/Units and Order Back

Where employees/units have been ordered back as per Article 5A.02(d, e, and f of the Collective Agreement, they shall be deemed to be the high employees/units working that day regardless of whether they are working with employees/units out at 08h00, 13h00 or 18h00.

In addition, the period commencing at 08h00 shall be considered to be their first period of the day and the previous work periods shall not be counted for the purposes of Article 3A.02 (a & b).

5A.03 If a complement of employees ordered is not complete when reporting to work, then pay will start either when the employees have been brought to complement or when put to work by the company.

5A.04 Labour Outside the Normal Ordering Times

a) 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. The provisions of 5A.04(b) will not be used to reduce and replace labour ordered under the foregoing terms. 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.

b)

Correcting Errors

- Container Terminal Operators

1. When a mistake is verified relating to an employee who has been placed on an order, which **they** should not be on, then the company will attempt to notify the employee, within the two (2) hour time frame during which orders are obtained and confirmed, that **their** order is cancelled. The company will also attempt to notify the employee, who should correctly be placed on the order within the same two (2) hour time frame, that **they have** an order.

2. When a mistake is verified relating to an employee, who is working on an order which **they** should not be on then the company will check **them in** at the end of the period in which **they are** working, and:

- (a) the company shall contact the employee within the two (2) hour time frame during which orders are obtained and confirmed, who should correctly be working in the subsequent period:

OR,

- (b) the company shall order the employee, who should correctly be working in a period other than the subsequent period, in accordance with the regular ordering times.

Any employee so checked in will be deemed to not have worked in the period in which **they were** incorrectly ordered.

The company will be liable to any employee which they have not been able to contact as per 1 and 2 (a) above, within the aforementioned times.

5A.05 **18h00 to 22h00 vs 18h00 to Finish Orders**

- a) When orders at 18h00 include a ship that is expected to finish, then the first gang, or unit ordered on cranes and RoRo, will be either for "all night" or "to a finish" except: in the case where one unit ordered "all night" or "to a finish", has the capability of finishing all the work (i.e. a combination unit).

- b) When orders at 18h00 include a ship that is expected to finish and a gang or unit has been ordered in accordance with "a" above, then if lashers/securers are also employed a minimum of two (2) lashers/securers will be ordered either "all night" or "to a finish". Management shall determine: 1) which order (i.e. "all night" or "to a finish") the lasher/securers are to be given and 2) when they are finished. The foregoing shall not apply in the case of a vessel that is intended to finish loading but not intended to finish the lashing/securing.

- c) At a container terminal when orders at 18h00 include a ship that is expected to finish and a gang or unit has been ordered in accordance with "a" above, then if terminal is also employed for work in connection with the ship a minimum including relief of two (2) front end loader operators and/or two (2) yard gantry crane operators will be ordered either "all night" or "to a finish". Management shall determine which order (i.e. "all night" or "to a finish") the terminal are to be given and when they are finished, for the purposes of reducing.

5A.06 It is understood that employees working on an all night order who are kept beyond 05h00 for the purposes of lineswork only are eligible for orders at 13h00.

5A.07 Re-Ordering In New Week

Upon completion of the Saturday work periods, all fill-ins and extras shall be checked in, except for persons working under the two-day provision for coal, "armour stone" and cement and under the terms of Article 5A.02 (d),(e), (f).

5A.08 AN ORDER TO FINISH - AT 18H00

IT IS AGREED that for the purpose of the Collective Agreement, an Order to Finish shall be deemed to mean:

- the finish of defined cargoes, e.g. cars (conventional)
- import (conventional/container)
- export (conventional/container)
- perishable cargoes (conventional/container)
- etc.

- the finish of work at a defined location, e.g. Pier #
(conventional)
Autoport (conventional)

- the finish of a hatch (conventional)
Deck (conventional)
etc.

- the finish of discharging (conventional & container)

- the finish of loading (conventional & container)

- a finish on the terminal is solely for the purpose of terminal work in connection with the ship (container terminal)

- for non-ship work, a finish is where the work will be clearly defined (conventional)
- the finish of a ship (conventional & container)

- the finish of ships (container)

- the finish of defined blocking and securing work (container)

For the purpose of reducing units on a finish order at container terminal operations, It is understood that the finish unit(s) will work on the defined finish order until they run out of a place to work, with the highest unit being reduced first. In the case of a finish unit(s) working together with an all night unit(s) then the finish unit(s) will work to the point where there is only work left for the all night unit(s), at which time the finish unit(s) will be reduced.

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 the finish employees have run out of a place to work.

Prior to commencing work, employees on a finish will be advised of the finish order as described according to the foregoing descriptions.

It is understood that a Company has the right to check in gangs/units/employees on a finish when it is impossible to continue work through reasons beyond Management's control, e.g. cargo non-availability, machinery breakdowns, space non-availability on a ship/in sheds, weather, etc.

The foregoing does not restrict units from continuing as in past to perform work on the terminal in connection with the ship(s) for which they are ordered, and to shift to other vessels in the Companies' operations, nor does it restrict gangs on a finish from being shifted to another vessel as per Article 7A.02(c). However, as per Article 7A.02(a) gangs ordered to a finish shall not be shifted from ship to ship when vessel is finished.

LINESWORK & FINISH ORDERS

If employees on an 18h00 to a finish order are to perform lineswork other than on the ship(s) they are ordered to finish, then the employee will be advised of such lineswork prior to turning to at 18h00. Such lineswork must be performed before the completion of the vessel(s) on which the employees have been ordered to a finish.

5A.09 Ordering: Long Job vs. Rate of Pay

In placing the low employees, the "long" job, not the rate of pay will be the determining factor.

ARTICLE 6A - BASIC WORK FORCES AND GANGS

- Local 269

6A.01 The following procedure shall apply to the determination of a Basic work force:

1. The Union shall be notified one (1) month in advance of any employer's intention to create a Basic work force.
2. Such notice shall contain the number of employees required and the kinds of work to be performed.
3. In the event the parties are unable to agree on the required number, an arbitrator shall, within thirty (30) days from the date of notice referred to in (1) above, adjudicate the matter and **their** decision shall be final and binding on the parties.

6A.02 **Container terminal operations**

a) Container terminal operators shall have the right to employ a basic work force to perform all the work on the terminal for which recognition is granted except:

- i) a) manual labour jobs at the shed except when there are not more than six (6) pieces to be handled manually per container; and
b) the opening/closing of rail box car doors.
- ii) blocking and securing of rail car traffic (except containers) which shall be done as outlined in (b) below;
- iii) lashing/unlashing, blocking/unblocking, securing / unsecuring aboard vessels (except roll-on/roll-off) and on the brow which shall be done as outlined in (c) below.

b) Blocking & Securing

The company shall select two (2) employees over and above the basic work force who shall be employed to do the blocking/unblocking and securing/unsecuring of the rail car

traffic excepting containers and excluding work on tri-levels. When additional employees are required, one or both employees so selected shall act as lead-hands when necessary and in such case, shall receive the equivalent to a Foreman's premium for the time so worked.

c) Basic Lashing Workforce

Container terminal operators shall have the right to employ a basic lashing work force to perform the lashing/unlashing, blocking/unblocking, securing/unsecuring aboard vessels (except roll-on/roll-off) and on the brow to attach/remove lashing fittings and wires to/from containers only for their loading/discharge. This does not apply to the securing/unsecuring of cargo on headboard flats on the brow. It is understood that when de-icing is performed, employees from the lashing basic work force will be used (subject to Article 2A.06(b)). At a container terminal, if lashers unbatten hatch covers, they shall batten same.

At container terminal operations, when working aboard a vessel, the standing up, knocking down and securing of headboard flats will be performed by the lashing workforce.

When lashers are employed, a foreman will be assigned to direct all such work except when more than four (4) lashers are working on more than one (1) vessel, then a foreman will be assigned to each vessel.

d) When lashers are employed at a container terminal operation, there shall be a minimum of one (1) Foreman and four (4) lashers with the exception of work on ACL vessels of the type currently servicing the port and/or feeder vessels unless there is lashing being performed on deck.

e) Members of Basic Work Forces' referred to in 6A.02 (a), (b) and (c) above may not be assigned to work outside of the specific container terminal involved except as provided for in Articles 4A.10(f) and 7A.06 or unless otherwise specifically agreed to between the parties to this Collective Agreement. Furthermore, the Union agrees that any such request by the Halifax Employers Association shall be

treated fairly and equitably by the Union.

6A.03 Roll-on / roll-off operations

Employers conducting a roll-on/roll-off operation shall have the right to employ a basic work force to perform all work on the operation for which recognition is granted.

6A.04 All other operations

a) All other companies shall have the right to establish a basic work force to perform non-ship work and/or securing cargo aboard vessels. It is understood that where a company has a regular container loading/unloading operation, it may employ operators from its basic work force to supplement the manning in article 7 in the loading/unloading of a vessel for the purposes of operating container handling equipment such as "front-end loaders".

b) Whether a company uses a basic work force or not, it shall have the right to employ such men, as it may require to be dispatched in accordance with the dispatch rules, to perform any non-ship work including securing of cargo on board of vessels.

c) BASIC WORKFORCE FOR NON-SHIP WORK & SECURING CARGO ABOARD VESSEL

Members of a basic work force, including any replacements and extras, under Article 6A.04, who are securing on board a vessel may perform the lines work to let the ship go, at the completion of the vessel. When there is insufficient manning to perform lines work, then the balance required shall come from the Hiring Hall/Emergency tape.

6A.05

a) i. All employees employed in a basic work force shall be flexible and interchangeable to the extent that during a work period, they will perform any and all work within the appropriate jurisdiction for the basic work force in question, collectively or individually when and as required by the company, subject only to the manning provisions set forth in article 7A and

Article 4A.10 (a).

- ii. At a container terminal it is understood that during a period a crane unit will not be shifted to the terminal. However, crane units awaiting the arrival of a vessel may be assigned work on the terminal to handle cargo in connection with the ship for which the crane unit is waiting.

b)

When a company is performing two or more of the operations covered herein, it may employ a single basic work force to perform all of the work in its total operation and the employees employed in the operation will be individually and collectively flexible and interchangeable within the total operation, subject only to the following:

- i) the manning provisions of Article 7A;
- ii) In the case of container terminal operators, employees shall not be interchangeable between the work forces in 6A.02 (a), (b) and (c) herein, except as provided in 6A.02 (a) above.
- iii) Notwithstanding Article 6A.05 a) and b) ii), at container terminals, lashers may be shifted to skills on the basic workforce under the following conditions:
 - 1. Members of the Basic Work Force must first be shifted to the fullest extent.
 - 2. All existing lashing workforce members **as of December 31, 2022**, shall be given a one-time option of de-registering from the skills they have or opting for refresher training if they so desire.
 - 3. Anyone on the lashing workforce prior to ratification **in 2018** cannot be forced to shift on a regular or replacement order.

6A.06

a)

Non members of a basic work force, supplementing a basic work force, shall be subject to the provisions of the contract which apply to members of the basic work force.

- b)** In the case of a company which does not have a basic work force, as set forth in this Article 6A, but employs labour through the hiring hall for non-ship work, including securing cargo aboard vessels, then employees so employed shall be flexible and interchangeable to the extent that during a work period they will perform any and all work collectively or individually when and as required by the company, subject only to the manning requirements set forth in Article 4A.10(a).
- c)** Members of a basic work force, including any replacements and extras, under Article 6A.04, who are securing on board a vessel may perform the lines work to let the ship go, at the completion of the vessel. When there is insufficient manning to perform lines work, then the balance required shall come from the Hiring Hall/Emergency tape.

6A.07 Any company electing to create a basic work force will follow the procedure set forth below:

- a)** Prior to selecting its basic work force, the company will notify the Union in writing, at least thirty (30) days in advance, of its intention to do so. Such notice will include the size of the work force, the kinds of work to be performed, the abilities and qualifications needed for the selection and a supply of application forms. The Union shall notify its members accordingly to permit those interested to apply for selection to the basic work force. Any member who wishes to apply must complete and submit an application form to the company within the aforementioned thirty (30) day period. The company will advise the Union of the names of members who have applied within one (1) week following the date for submitting application.
- b)** In the case of a company already operating with a basic work force as of the date of signing this agreement, the company will, within thirty (30) days following such signing, notify the Union of the names of those employees who are on the basic work force. Thereafter, should a vacancy occur due to the departure of a basic work force member, the company shall either fill the vacancy or advise the Union, in accordance with Article 2.03 of a reduction in the basic work force.

6A.08 Selecting a Basic Workforce

In selecting its basic work force, the company shall give first consideration to those members of the Union who have submitted applications, as provided in 6A.07 above, and who, in its opinion, possess the necessary abilities and qualifications. However, if the company is unable to select its desired complement of employees from amongst such applicants due to insufficient members or, in its opinion, inadequate abilities and qualifications, it may then obtain members of its basic work force from any available source. It is understood that the applicants will be considered on the basis of aptitude for the performance of the various kinds of work and that, if the company is satisfied that an applicant possesses the required aptitude, the company agrees to train the applicant upon **their** application being accepted.

6A.09 The company will notify the Union in writing of the names of those selected to the basic work force immediately upon their selection.

6A.10 All members of a basic work force shall be on probation for their first thirty (30) working days following their actual commencement of work on the operation in question or the successful completion of any training required by the company, whichever is later. During such probationary period, an employee may be dismissed from the basic work force, subject to the grievance and arbitration procedure.

6A.11 The company may elect to order out members of its basic work force directly, in accordance with the Rules of dispatch, in which case it shall notify the hiring hall who is called.

6A.12

- a) Each company shall advise the Union by November 15th and April 1st of each year as to the number of parent gangs it will require as well as the number of employees required to bring these gangs up to complement and shall name the foreman of each gang. The gangs shall be available as soon as possible and in no case later than two (2) weeks after the above dates.

- b) The normal complement of each gang shall be selected from amongst the union membership in accordance with the provisions of Article 18A. Each foreman of a gang shall, at

all times, be responsible for **their** gang and have **their** gang members available for work when called. Employees will, at all times, follow their parent gangs.

- c) In the event that a foreman is discharged, quits or is not available for work, then the company that named **them** foreman shall name a new foreman in **their** place.
- d) It is understood that a gang, and extras assigned to the gang at the time, may be assigned to securing cargo aboard a vessel to complete a work period, when completing the hatch involved.
- e) A foreman is not required to take an employee to Autoport, who does not hold a driver's license. A suspended license is deemed to be a valid license for the purpose of this agreement.

6A.13

- a) A gang shall consist of a foreman and twelve (12) employees.
- b) Where extra employees are required in compliance with the manning provisions of Article 7A, and/or employed, they shall be considered as additions to the Basic Gang. At Autoport the number of extra employees shall be limited to a total of eight (8) per vessel, regardless of the number of gangs employed. This limit may be exceeded when sufficient regular gangs are not available.

ARTICLE 7A - MANNING AND DEPLOYMENT

7A.01

a) For the purpose of this agreement, it is understood that the man-handled cargo is cargo which, on board a vessel, is not loaded/unloaded directly to/from the fall and is manually transported to/from stow.

The following manning and deployment provisions shall apply for all work performed in the loading or unloading of a cargo vessel when within the Port of Halifax and harbour limits:

1. When manhandling other loose general cargo, no less than a foreman and sixteen (16) employees with not less than six (6) employees in the hold.
2. When manhandling loose general cargo to/from pallets, not less than a foreman and eighteen (18) employees with not less than twelve (12) employees in the hold.
3. When loading/unloading heavy lifts, units, pieces, packages, bundles, pre-slung and non-manhandled cargo, not less than a foreman and twelve (12) employees. It is understood that:
 - i) the twelve (12) employees will not be split

between hatches;
 - ii) not more than four (4) of the twelve (12) employees will be required to operate lift trucks at any one time;
 - iii) during the actual loading/unloading of cargo in the hold, not less than five (5) employees will be in the hold. However, when machine stowing bagged flour in the hold, then one (1) extra employee shall be employed and not less than six (6) employees will be in the hold;
 - iv) notwithstanding (iii) above, there shall be a minimum of four (4) employees in the hold/on deck under the following circumstances:
 1. when loading/discharging containers;
and
 2. when cargo is stowed directly off the hook.
4. When handling bulk cargo, including scrap, with grabs or magnets, not less than one (1) foreman and five (5) employees per grab or magnet.
5. When running grain with one (1) belt, not less than one (1) foreman and four (4) employees and two (2) extra employees for each additional belt used, to a maximum of eight (8) employees.
6. When loading grain with grain trimming machines, not less than one (1) foreman and ten (10) employees, including pipemen, for each trimming machine used.

7. a) When unloading grain by marine leg from a non-self discharging vessel, not less than six (6) employees and a foreman for a straight dipping operation. Eight (8) men and a foreman when cleaning is required.

b) When unloading import/domestic grain from non-self discharging vessels at the marine leg using the single banana scoop and payloader in the hold, the following conditions will apply:

Members of Local 269 I.L.A. will be employed for the docking and undocking of these vessels;

In any guarantee period in which the ship is required to be shifted by moving lines on the dock, then one (1) foreman, and not less than eight (8) employees will be employed.

In any guarantee period in which the ship is not required to be shifted by moving lines on the dock (ship shifts on its winches) then one (1) foreman and not less than six (6) employees will be employed.

8. When unloading grain by marine leg from a self-discharging vessel, not less than a foreman and six (6) employees, except when scoops are used and/or cleaning a spillage below deck, a foreman and eight (8) employees.

9. i) When loading or unloading RoRo (bow, stern, or sideport) a RoRo Unit shall consist of a Foreman and seven (7) employees. In ordering employees for RoRo units(s), the Company will consider the skills it actually requires for the anticipated work involved.

ii) When a gang is employed on a RoRo operation a maximum of four (4) employees from within the twelve (12) employee gang will be assigned to operate ships tractor at any one time. Gang and extras hired to either the gang or the walking boss are restricted to unlashing/lashing aboard the vessel. The gang and extras can load and secure a

maximum of one mafi or trailer that either comes off the ship and goes back on the ship or arrives directly from the road/rail while the ship is working.

iii) **PLACE OF REST**
- Containers to/from RoRo

a) At a Container Terminal Operation:

- 1) Import/export/shifted/restowed cargo, other than containers, to be handled by the RoRo unit from the place of rest to the hold and vice versa without any terminal employees required.

When cargo, for more than one Port is loaded on the same mafi, then the Ro-Ro unit (a minimum 9 persons unit) and/or terminal employees shall be able to remove Halifax bound cargo and restow and secure and/or unsecure the mafi whether this is done on ship or on the pier.

- 2) Shifted/restowed containers will be handled by the RoRo unit from the hold to the place of rest (brow) and vice versa without any terminal employees required.
- 3) (a) Import/export containers moved by the RoRo unit using a front end loader/heavy machine or a mafi/chassis if loaded/unloaded to/from a mafi/chassis on the terminal will be handled on the terminal by the terminal employees,

EXCEPT

when no more than 11 import/export containers are being discharged/loaded to/from the brow area adjacent to the ship then the RoRo unit will perform all the work from the place of rest (brow) to the hold and vice versa without any

terminal employees required.

(b) Shifted/restowed containers, when handled with import/export containers will be handled as per (a) above.

4) RoRo units will not load/unload any cargo including containers directly to/from truck or railcar.

b) **Conventional (Outside a container terminal operation.)**

i) The labour employed for the ship will continue as in past to handle any cargo including containers on RoRo from the place of rest to the hold and vice versa.

10. a) **Crane Units**

When loading or unloading containers at a container terminal operation, a crane unit shall consist of either a foreman and seven (7) employees (two (2) gantry crane operators for one (1) crane one (1) hatchtender-container, four (4) yard tractor operators for three (3) machines); or a foreman and eight (8) employees (two (2) gantry crane operators for one crane, one (1) hatchtender-container, five (5) yard tractor operators for four (4) machines); or a foreman and ten (10) employees (two (2) gantry crane operators for one (1) crane, one (1) hatchtender container, seven (7) yard tractor operators for five (5) machines); or a foreman and eleven (11) employees (two (2) gantry crane operators for one (1) crane, one (1) hatchtender container, eight (8) yard tractor operators for six (6) machines);

b) In the case of handling containers on a non-cellular container vessel, the yard tractor operators may also operate front-end loaders in the vessel's hold in order to move containers to/from the stow position to the gantry crane

spreader. In such cases there shall not be more than two (2) front end loaders in each unit.

- c) Furthermore, once a unit is started, it shall not be increased or decreased until released.

- 11. When loading or unloading containers at other than a container terminal operation, the manning specified in (3) above shall apply. When such operation utilizes a Liebherr Harbour Crane or gantry crane (shore based or ship based) then it is understood that, while the gang is assigned to the container operation, it shall, if directed, perform the unlash and the loading/unloading to/from truck or rail of containers for/from the vessel on which the gang worked during the work period in question. It is understood that the term "gantry crane" excludes mobile cranes.

It is further understood that not less than three (3) employees will be assigned to equipment operation and, not less than 4 of the 12 employees shall be on deck or in the hold. The gang working the container operation will be released once the ship is finished.

Notwithstanding the above, a minimum of two (2) employees shall be on deck when working ships with automatic twist locks. In addition, the only lashing to be performed by the gang on the ship shall be in accordance with Article 6A.12(d).

12. 1. **Newsprint - Direct Feed-Clamp**

When loading/unloading newsprint into an "open ship", with no tween decks and boxed shaped holds, equipped with vacuum gear, the manning shall be one (1) foreman not less than fourteen (14) employees.

Relief manning shall be on the same ratio of employees and machines as per Article 7A.04.

2. **Newsprint - Yard Tractor Feed:**

When loading/unloading newsprint into an "open ship", with no tween decks and box shaped holds, equipped with vacuum

gear, the manning shall be one (1) foreman and not less than seventeen (17) employees.

Relief manning shall be on the same ratio of employees to machines as per Article 7A.04 except that when five clamp machines are operated, then only six operators shall be required.

3. Wood Pulp - Direct Feed Clamp

When loading/unloading woodpulp into an "open ship", with no tween decks and box shaped holds, equipped with automatic or semi-automatic gear, the manning shall not be less than one (1) foreman and not less than fifteen (15) employees.

The relief manning shall be on the same ratio of employees and machines as per Article 7A.04.

4. Woodpulp - Yard Tractor Feed:

When loading/unloading woodpulp into an "open ship", with no tween decks and box shaped holds, equipped with automatic or semi-automatic gear, the manning shall be one (1) foreman and not less than seventeen (17) employees.

The relief manning shall be on the same ratio of employees and machines as per Article 7A.04.

The relief manning is set at the commencement of the period. Employees in the relief system (yard tractors and clamps) may be shifted. If they are shifted to other work they shall remain in the relief system for that period. Employees will not be added to the relief after the commencement of the period.

Semi automatic gear referred to in 3 & 4 above shall mean a spreader which requires manual hooking on but which can either be released from the crane cab or by depressing the pressure plate in the hold.

In the case of unloading of 3 & 4 above there shall not be less

than 4 employees in the hold and two employees on the brow.

The relief scale in Article 7A.04 is applicable separately to clamp and yard tractors as referred to in 7A.01(a)(12).

13. **Bulk Cement**

- a) A unit of two (2) employees and one (1) foreman to be employed at all times. When rigging and unrigging, four (4) additional employees will be employed who will be ordered and dispatched and work as per the normal articles and guarantees of the collective agreement.
- b) These employees will be dispatched from the Union hall at the beginning of a regular working period for the first call, and at 08h00 and 18h00 every second day, with the first employee on the list being the foreman, unless such employee is unsuitable. The operation is divided into two (2) shifts, from 08h00 to 18h00 and 18h00 to 08h00.
- c) Rates of pay will be in accordance with article 14.03 of the collective agreement with the provision that at the end of each meal hour, same will revert to the normal rate of pay for the following work period.
- d) The same group of employees can work two (2) consecutive days or nights, notwithstanding orders for their respective gangs or basic work forces.
- e) In case the loading would be interrupted through circumstances beyond the control of the operator, the company has the right to check the employees in at the end of a regular work period, as specified in the collective agreement.

14. Notwithstanding the provisions of Articles 7A.01(a-1) and (a-2), the following manning shall apply:

In the event an operation otherwise covered by Article 7A.01(a-1), (a-2) or (a-3) wherein cargo is being transferred from hatch to hatch within a vessel, then not less than four (4) extra employees shall be employed.

15. The manning on bait boats shall be one (1) foreman and twelve (12) employees.
16. Notwithstanding the provisions of Articles 7A.01(a-1) and (a-2), the following manning shall apply: for loading/unloading cargoes of fish, the work area in the hatch is such that working more than one (1) pallet is impossible, then not less than one (1) foreman and fourteen (14) employees shall be employed and only one (1) pallet at a time shall be worked. Not less than eight (8) employees in the hold. Such manning shall also apply to the loading of stores aboard such vessels.
17. When using Vancouver gear there shall be two (2) employees on the brow when handling one (1) set of Vancouver gear and three (3) employees on the brow when handling two (2) sets of Vancouver gear.
18. The manning for tallow shall be one (1) foreman appointed by the company who may perform work and not less than three (3) employees from the hall.
19. “Self Discharging Vessels”

Labour shall be employed to perform the following work in connection with these vessels:

- i. docking, shifting and undocking;
- ii. the movement of the cargo on the dock;
- iii. the tarping of the cargo; and
- iv. the tailgating of the cargo.

20. “Cable Operations” (ship to pier, pier to ship and ship to ship)

The manning shall be one (1) foreman and not fewer than twelve (12) employees. They shall be deployed as follows:

| | | |
|-------------|---|-----------------------|
| tank | - | eight (8) employees |
| winch | - | one (1) employee |
| cable watch | - | three (3) employees * |

* One of these three (3) employees shall also operate the winch while the other winch operator is employed on cable watch.

21. For work other than the loading/unloading of a cargo vessel, the number of employees to be as required by Management.
22. Any ship, loading or unloading using ship's gear, (i.e. winches or cranes), three (3) employees to be employed on each working hatch, year round.
23. The Coal and "Armour Stone" operations shall be hired on the same two (2) day rotation basis as the cement.
24. Heavy Manufacturing Load-Out Agreement

These manning requirements will apply to all roll-on/roll-off barge work at the Cherubini Wharf.

They will apply to only barge work.

- a) manning for lineswork will be a minimum of three men plus one foreman;
- b) manning for loading/unloading barges will be a minimum of five men plus one foreman;
- c) Cherubini will sub-contract this work to a longshoring contractor that is a member of the HEA and the Collective Agreement will apply;
- d) should any other longshoring operation be performed at the Cherubini Wharf in the future, that operation will have to be addressed independently;
- e) all welding of fabricated products to the deck of the barge will be performed by Cherubini forces; and
- f) the operation of Cherubini's crane(s) and straddle carrier will be conducted by Cherubini's forces unless otherwise indicated.

7A.02

a)

The employees in the basic gang shall be flexible and interchangeable to the extent that during any work period they will perform any and all work as directed by Management, in connection with the loading/unloading of the ship, which is from the place of rest to the hold and vice-versa. The place of rest shall be defined as the storage location in the shed, on the pier, or on a truck or rail car providing that the move is

directly to or from the ship. It is understood that this shall include shifting from hatch to hatch and from ship to ship within a company at any time. Notwithstanding the above, when gangs are ordered to a finish, they shall not be shifted from ship to ship when the vessel is finished.

b) Employees employed over and above the basic gang of twelve (12) employees shall work under the same conditions as paragraph (a) above, either as additions to or apart from a basic gang, as directed by Management, subject to:

- i) the manning provisions of Article 7A;
- ii) any such employee, while assigned as additions to a basic gang, in compliance with Article 7A, will remain with that gang in the event its work is interrupted and it is directed by Management to stand-by.

c) 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.

It is understood that, in the event a vessel for which gangs were ordered fails to arrive, the company may shift a gang or gangs to any other vessel within its operation, provided however it may not shift a gang to a vessel on which the number of gangs was reduced at the end of the previous work period that day.

d) Notwithstanding the provisions of 5A.03 should the complement of employees ordered not be complete when reporting for work, Management shall attempt to obtain fill-ins to make up the complement ordered. However, the employees will work as directed by Management whether or not such fill-ins are obtained. In the event the labour ordered is to be released and not turned to, then there shall be no requirement to seek fill-ins beyond the Hiring Hall.

7A.03 It is understood that whether a company employs a gang or a unit on Ro-Ro work, the employees may work on more than one deck at a time. Furthermore, a Ro-Ro unit under 7A.01(a-9) may be increased by up to five (5) additional employees for Ro-Ro securing

work; such employees to be flexible within the company's operation prior and subsequent to the Ro-Ro securing work.

7A.04 **Relief**

- a) Relief at container terminal operations for the Front End Loaders and Yard Gantry Cranes will be as follows:

| No. of pieces | No. of Operators of equipment |
|---------------|-------------------------------|
| 1 to 3 | one per machine plus 1 |
| 4 to 6 | one per machine plus 2 |
| 7 to 9 | one per machine plus 3 |
| 10 to 12 | one per machine plus 4 |
| etc. | etc. |

The foregoing applies whenever there are ship load/discharge operations for containers except as provided for in Article 7A.01(a)(9)(iii).

- b) Relief manning will continue after the finish of a ship until the end of the period. Notwithstanding the foregoing, there shall not be any relief in the 12h00 to 13h00, the 17h00 to 18h00 and 23h00 to midnight meal period if the ship work does not continue in the meal period. It is agreed that when all night orders are mixed with 18h00 to 08h00 terminal orders and the ship work is finished at or before 05h00 relief shall cease at 05h00. If the ship work continues past 05h00 than relief shall continue till 08h00.
- c) Employees on a relief break may be asked but are not required to perform work.
- d) F.E.L. and yard gantry operators who work through in the relief system and who after that are on a meal break shall be counted in the relief manning during their meal period for the purpose of relief in the next period.
- e) When ship labour and terminal labour work through beyond the start of the next work period and there is no ship working in that next period, then there is no requirement for relief for employees on the terminal who return or start the period in

which the ship work through is over-lapping. It is clearly understood that the employees working through only work on ship work commencing at the start of the next period in which terminal employees are starting or returning and the employees returning and or starting will not be employed in the ship operations.

- f)** The relief manning is set at the commencement of the period. This does not prevent all employees from being turned to without relief in a period in which there is no ship operation. Employees in the relief system (yard gantries and front-end loaders) may be shifted. If they are shifted to other terminal work they shall remain in the relief system for that period. Employees will not be added to the relief after the commencement of the period except to temporarily replace equipment operators who are on a meal period and for a maximum of one (1) hour.
- g)** The relief scale of Article 7A.04 is applicable separately to yard gantry cranes and front end loaders.
- h)** Employees on relief in crane/combi units must perform lineswork when the unit is performing lineswork unless there are terminal employees who are available for such lineswork.
- i)** Relief in a combination unit shall be the same as in a crane unit.

7A.05 There shall be stand-by employees (on a one-for-one basis) for all cargo handling equipment rented/leased to an employer and motorized cargo operated by non-I.L.A. labour except there shall not be any stand-by labour for shore cranes used in any non-ship operations. However, when mobile cranes are used in ship lift-on/lift-off operations, there shall be one employee on stand-by except there shall be none at off-shore oil supply base operations.

7A.06 The following conditions shall apply when employers other than those who operate container terminals are performing work at the container terminals in the Port of Halifax.

- 1) All container lift on/lift off operations shall be performed by the container terminal operators basic work force. When the terminal operator's yard tractors in a crane unit have to pick up/deliver to/from a place outside of the container terminal there shall be no requirement for (shot gunners) stand by employees as in the past. All non-container lift on/lift off operations and RoRo operations shall be handled by outside employers.

- 1) Notwithstanding the above, outside employers may handle:
 - i. any container shifts in lift on/lift off operations in order to conduct their conventional lift on/lift off operations. A shift is cargo that is moved on a vessel or is discharged from a vessel and subsequently loaded back to the vessel in order to facilitate import/export cargo operations; and
 - ii. any containers when the C.T.O. has no gantry cranes available.

- 3) When an outside employer rents a gantry crane from the terminal operator in order to handle conventional (non-container) cargo, excepting necessary shifts the container terminal operator shall supply two gantry crane operators and both the gangs crane operators shall stand by.

- 4) Lineswork for the foregoing shall be performed by the gang system if gangs will be involved in the ships load/discharge operation. Otherwise, the members of the C.T.O.s BWF will perform the lineswork.

7A.07 It is understood that, at a container terminal, a walking boss shall be employed from 08h00-12h00 and 13h00-17h00 on Monday to Friday inclusive with the exception of holidays and days on which there is no work and employed whenever one or more ships are being worked. In other areas, Management shall continue the practice of employing a walking boss for each ship being worked. However, the employment of a walking boss on a bulk cement operation, as referred to in Article 7A.01(a-13), as well as in an offshore supply base, as referred to in article 16, shall be at Management's discretion.

7A.08 When a crane is expected to be out of commission and/or inoperable for an entire work period, and a crane unit has been ordered and is forced to standby, nothing shall prevent Management from assigning the yard tractor operators, from the unit standing by, to the Walking Boss to be assigned to assist another crane unit(s) working on the same vessel to load and/or discharge containers for the remainder of that work period. Those employees so assigned shall maintain their original relief. Employees so assigned cannot be re-assigned to the original crane for the duration of the work period and shall not be permitted to work through with the unit(s) to which they were transferred should a work through be ordered. However, at the end of the work period the transferred yard tractor operators shall revert to their original crane unit and may be assigned accordingly. Work periods shall be as defined in Article 3.01 a).

ARTICLE 8A SLINGLOADS

8A.01 When loading/unloading a vessel, as set forth in Articles 7A.01(a-1) and (a-2) above, a slingload shall not exceed 2,600 lbs of cargo, except that in the case of non-unitized baled woodpulp the slingload limit shall be six (6) bales.

8A.02 Notwithstanding the foregoing, when manhandling loose general cargo to/from trays with six (6) employees in the hold, the slingload shall not exceed 1,900 pounds. However, when eight (8) employees are employed in the hold in this operation, then the slingload shall not exceed 2,600 pounds.

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 9A – DISCIPLINE Local 269

9A.01 The Union agrees that it will not uphold incompetence, shirking of work, pilfering or breaching 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 reasonable cause, but a claim by an employee that **they have** been discharged or disciplined without reasonable cause may be the subject of a grievance. Any employee suspended or discharged by any employer will not be employed by any Management, unless **they are** reinstated by agreement of the parties or pursuant to the arbitration procedure.

9A.02 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.

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 by confirming Management's action, or by restoring the employee to **their** former position, with full compensation for all time lost, or by any other agreement which is considered just and equitable by the parties.

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

9A.03

a) In the event Management imposes disciplinary measures on any 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 two (2) days, excluding Saturdays, Sundays and holidays.

It is understood that the President-Business Agent 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 and Arbitration procedure herein.

b) 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.

9A.04 It is understood that disciplinary records on an employee's file shall be cancelled as follows:

- a)** disciplinary warnings shall 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.

9A.05 Refusal to Report (R.T.R.), Failure to Report (F.T.R.)

a) Employees who have confirmed their **new** orders and subsequently fail to report for work without notifying the company **at least forty-five (45) minutes** prior to the commencement of the work period will be recorded as "Refusal to Report (R.T.R)" on their attendance record and the following shall apply:

- 1st Occurrence
Disciplinary warning;

- 2nd Occurrence (within 12 months)
Suspension of 1 day;

- 3rd Occurrence *
Suspension of 3 days;

- 4th Occurrence *
Suspension of 7 days.

* Subject to the provisions of 9A.04 b)

b) **Employees who have confirmed their new orders and subsequently call in more than twice in a calendar month, prior to forty-five (45) minutes before the start of the work period, to report that they will not be reporting to work shall be recorded as an "Failure to Report" (F.T.R) and subject to the discipline outlined in 9A.05 above.**

**Exceptions: Paid Medical Leave Up to ten (10) days per year
Up to three (3) paid Personal Leave Days
Unforeseen issues for which written
documentation is provided within seven (7) days
Employees who cancel after working the prior,
18h00 to a finish (after 23H00), all-night to 05h00,
08h00 or a Midnight Start**

Copies of RTRs and FTRs shall be provided to the Union. Discipline associated with RTRs and FTRs shall not be combined.

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 13A GENERAL – Local 269

13A.06 Technological Change

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 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 of the Collective Agreement. [The parties further agree that the inclusion of this provision meets the stipulations of 51 (2) (c) of the Code and therefore s 52, 54, and 55, do not apply.]

13A.07 Labour Management Committee

- i. The parties agree to maintain, for the life of this agreement, a Labour/Management Committee for the purpose of discussing matters which may arise. This Committee will consist of up to five (5) representatives from each of the Union and the Halifax Employers Association and shall meet on the first Tuesday of every month, unless otherwise agreed to by the Committee.

- ii. A representative of Human Resources Development Canada will be invited to attend meetings of the Labour/Management Committee

13A.08 Manpower Committee

- i) The parties agree to maintain the Joint Manpower Committee consisting of up to four (4) representatives designated by the Union and up to four (4) representatives designated by Management with a representative of Human Resources Development Canada acting as Chairman at committee 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.

13A.09 Hours Data and Check-Off

A) Hours Worked Data

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

B) Check-Off

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

13A.10 One Payroll Agency

All present and future employers of labour shall use one payroll agency.

13A.11 Health & Safety Committees

Heath & Safety Committees

- 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 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) In the event the Committees referred to in article 13 (b) above, cover more than one bargaining unit, it is agreed that I.L.A. Local 269 shall have representation on each Committee.
- e) 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.
- f) Management shall schedule Safety Committee meetings in advance.

13A.12 Orders To Employees

All orders to the employees must be issued through their foreman who, in turn, shall be subject to orders from the company's walking boss, superintendent or **their** representative, except in the case of special work when the company's walking boss, superintendent or **their** representative may give orders.

13A.13 Grain

When two (2) automatic grain trimming machines are being used in one (1) hatch, they shall not be less than twenty-five (25) feet apart.

13A.14 Grain

No employee shall remain in the hold of a ship while grain is running, except when automatic grain trimming machines are in use.

13A.15 Hatchtenders

When a hatchtender cannot be seen by the winchman or crane operator, then an employee already employed may be assigned or an additional employee employed to give signals, except that in any such case occurring between December 1st and March 31st, an extra employee will be

employed to give signals.

13A.16 Hatch Beams

Hatch beams must be taken off or bolted or properly secured when employees are working in the hold.

13A.17 New Operation

In the event, during the term of this collective agreement, a new operation is to be introduced that is not covered by this agreement, then the following shall apply:

- a) Management shall provide the Union with as much advance notice as possible. Such notice shall include pertinent data relating to the operation.
- b) Thereafter, the parties shall meet within one (1) week to discuss the terms and conditions which should govern the new operation.
- c) In the event the parties are unable to reach agreement within an additional two (2) weeks, or such longer time as may be agreed to by the parties, the matter may then be referred to arbitration by either party, by invoking step three, as set forth in 11.02(a) Step III herein.
- d) The arbitrator shall examine the matter(s) in dispute and render a decision based on the best interests of the Port of Halifax and the parties to this agreement.
- e) It is understood that any agreement reached between the parties or as a result of arbitration, as referred to above, shall be deemed to become part of this collective agreement.
- f) In the event the matter is not finally resolved as provided for above, prior to the planned start-up of the new operation, then, such operation shall commence in accordance with Management's determination, until such time as final resolution on the matter is obtained.

It is understood that the fees of the arbitrator will be paid by

the employer in the above instance.

- 13A.18** A hot room for a basic work force under Article 6A.04(a) shall be equipped once with the following:
- water cooler;
 - phone (this shall also mean a pay phone);
 - microwave oven; and
 - refrigerator.
- The company will service the appliances.

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 14A- SCHEDULE OF WAGES & FRINGE BENEFITS
– Local 269

14A.11

- a) The basic wage rates for the term of this agreement are:
- effective 08H00 January 1st **2022 - \$43.94**
 - effective 08H00 January 1st **2023 - \$46.14**
 - effective 08h00 January 1st **2024 - \$47.99**
 - effective 08h00 January 1st **2025 - \$49.79**

The Basic Wage Rate for "Bullpen" labour will be 80% of the union basic wage rate.

Retroactivity shall be paid according to the pyramiding scale. Vacation pay on all retroactivity shall be paid according to Article 14.03(a). The retroactivity shall be paid as soon as possible and not later than the third Thursday following the Sunday after ratification.

- b) The wage schedules to be appended hereto and made part of this agreement shall be developed as soon as possible and shall reflect the basic rates set forth above.

c) Special Period Rates

Notwithstanding the specific rates set forth in the wage schedules, it is understood that:

- i) the rate of pay for meal period work at 23h00 on the eve of a holiday shall be double the prevailing rate for the next work period to a maximum of six (6) times the basic wage rate;
- ii) in the event employees 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 set forth in the attached wage schedules for the second meal period, to a maximum of six (6) times the basic wage rate or they shall be paid double the rate on which they are working, to a maximum of six (6) times the basic wage rate, whichever is greater.

14A.12 The rates of pay, as per article I in the appropriate appended schedule, shall be paid for all work under this collective agreement not covered in articles 14A.12, 14A.13, 14A.14, 14A.15, 14A.16.

14A.13 The rates of pay, as per article II in the appropriate appended schedule, shall be paid for handling grain, bulk cargoes of slag, china clay, soda ash, chrome salt, barytes, fertilizer, nitrate, sulphur, cement, chiting, copper sulphate, lime, zinc oxide, gold concentrates and creosoted wood.

14A.14

a) The rates of pay, as per Article III in the appended schedule, shall be paid for working the following:

- i) For man-handling the following bagged commodities: soda ash, chrome salt, barytes, fertilizer, nitrate, sulphur, cement, copper sulphate, lime whiting, zinc oxide, lampblack or gold concentrates and asbestos fibre. The premium rate to stop when manhandling of such commodities is completed.
- ii) Green hides, poison sprays of poisonous spray ingredients.

iii) Cargo in refrigerated spaces where the temperature is 30 degrees Fahrenheit or lower. The foregoing shall not apply to work in reefer containers when the refrigeration unit is turned off.

iv) Cleaning and sweeping of holds.

b) The premium rate for (i), (ii) and (iii) above will be paid to employees man-handling and, where a gang is involved, to all employees in the gang as well as extras with the gang.

14A.15 The rates of pay, as per Article IV in the appropriate appended schedule, shall be paid for man-handling aeroprills or nitraprills.

14A.16 The rates of pay for handling dangerous explosives shall be double the rates 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 the employees engaged in loading such other cargo. This shall apply only in the case of explosive cargo handled under the collective agreement in Halifax. The term "explosives" does not include small arms ammunition or unfused shells. This clause shall not apply to the loading/unloading of containers.

14A.17 The rates of pay, as per Article 14A.16 above, shall be paid for work on:

1. cargo affected by fire, smoke, oil, steam or gas;
2. cargo floating or soaking in liquid on the ship and thereafter on shore, but only while the cargo is still soaked;
3. cleaning the affected area on ships.

14A.18 Foreman/Walking Boss Premium

Foremen shall be paid a premium of 7% of the basic wage rate per hour. Walking bosses, when employed, shall be paid a premium of 9% of the basic wage rate per hour. When one (1) employee is working under a

basic work force under 6A.04(a) & (b) the employee will be paid the foreman's premium.

14A.19 All payrolls to close at 08h00 Sunday or the completion of work beyond such time resulting from Saturday orders. Payment of wages shall commence not later than 10h00 the following Thursday. Furthermore, it is understood that the distribution of pay cheques by the pay car shall be done exclusively through the foremen and work shall not be interrupted.

14A.20 Gang earnings to be equalized on a company basis and pay lists to be posted every Wednesday with a copy to the Union. The low earning gangs on the pay list to have preference of work for the week (Sunday to Saturday inclusive).

14A.21 **Payment to Hiring Hall**

Effective January 2001, Management agrees to make a monthly payment to the Union to help defray the cost of maintaining the hiring system based on two hundred thirty (230) times the basic wage.

14A.22 It is understood that in the event negotiations underway between the H.E.A. and other I.L.A. Locals in the Port of Halifax during the term of this agreement result in additional monies being granted to any such Locals, then such amounts shall be applied to I.L.A. Local 269 as and when they become effective in the case of the other Local(s).

14A.23 **Personal Protective Equipment & Clothing**

- a) Management shall pay annually to each active union member an amount of money in accordance with the following:
 - i. in the case of longshore workers (except basic workforce lashers) - an amount equal to 14 times the basic wage rate;
 - ii. in the case of **blocking and securing workforce members**, basic workforce lashers - an amount equal to 27 times the basic wage rate;

In the case of longshore workers and cardboard members excepting basic workforce lashers, this amount covers the

purchase of a hard hat, safety footwear, safety vest, rain boots, rain gear and life jacket. In the case of basic workforce lashers, this amount covers the purchase of a hard hat, safety footwear, safety vest, rain boots, rain gear, life vest and two (2) pairs of coveralls.

Each member of the cardboard 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 75% of the average Union member's hours (not to exceed 1500 hours or 75% of 2000 hours) in the previous year and 50% in the case of members who are 60 years of age or older (not to exceed 1000 hours or 50% of 2000 hours).

Life jackets: Terminal operators shall continue as in past to supply their own life jackets to the employees who are performing lineswork for them. Outside the container terminal operations the current practice shall continue.

When members of container terminal work forces obtain employment with other than the terminal operators, they must be prepared to bring their own life jacket to the non-terminal worksite.

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.

B) 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 14A.22a) fulfil the requirements of this Article.

14A.24 Damaged Clothing

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** supervisor immediately, and the H.E.A. shall establish the claim as soon as possible thereafter.

ARTICLE 15A.A - RULES OF DISPATCH – Local 269

15A.A Orders Placed Through the Hiring Hall - General

A.1 All orders will be available to the employees within two (2) hours after the ordering times set forth in the call procedure.

A.2 When placing orders with the hiring hall, companies will, at the ordering times, notify the hiring hall of the number of gangs required for the start of the next work period and also the number of extra employees and fill-ins to be required for each gang.

It is further agreed that, within three business days, the employers will provide the hiring hall with the final status of all orders clearly indicating who was employed.

A.3

a) Dispatching of labour from the hiring hall shall begin not later than thirty (30) minutes before the start of the work period at 08h00 and twenty (20) minutes before the start of all other work periods, except in the case of a midnight start, and shall continue until one (1) hour after the start of the work period commencing at 08h00 and one-half (1/2) hour after the work periods commencing at 13h00 and 18h00.

b) Emergency Tape - The emergency tape shall be used for all periods. The Union will put on tape the names and telephone numbers of those left in the hall at the end of each dispatch and who indicate their availability as a replacement for orders should any such requirements become known at a later time. During the hiring hall's normal office hours (i.e. 07h00 to 18h30) the union will obtain employees from the tape after the dispatch periods. The emergency tape is to be used outside the ordering times to replace employees who were ordered and either did not report or left work for whatever reason outside the order times. The emergency tape must be used outside dispatch times for all jobs before going to any available source. All persons shall be contacted in sequence in the order in which they are on the tape.

Lines hired for either 06h00 or 07h00 from the emergency tape, or any available source, must be checked in at 08h00 or the completion of the lines on the vessel for which they were hired.

c) A gang foreman, member of a gang, or basic workforce must follow their regular orders at all times except, a gang member

who is already on another job may stay on that job, if the order from **their** parent company is for lines work only, or if **they are** being used as a Walking boss with their parent company. The above does not apply to an employee assigned as a Walking Boss or a foreman assigned to work with the grain elevator with their parent company.

- d) Where a member of a gang or a basic workforce has their own regular orders for all night, they shall be able to stay on the shorter job on which they are working with their own company or go to the Hall and obtain a shorter job with their own company (i.e. 18h00 to 22h00 or 18h00 to a finish).

A.4 In the case of a midnight start, orders shall be placed by 12h00 and known labour requirements to be dispatched by 18h30 and the Union shall notify the company of the names of employees dispatched. When employees are ordered to be dispatched from the Hall for a midnight start, these same employees are also entitled to the lineswork at 23h00, provided they are in the positions which are eligible for lineswork.

In the event that it is not known prior to the employees being dispatched, that they are required for lineswork at 23h00, the company will phone the employees. Should the company not be able to reach the employee, they will go to the next eligible employee. The union will provide the company with a list of the union member's telephone numbers.

A.5

- a) Orders placed by the companies will be filled expeditiously or the company will be advised that employees are not available. In such cases, the company may elect to leave the order with the hiring hall or obtain labour requirements from another source. When replacements are required after the Hiring Hall dispatch times for employees who either become sick, injured, leave during a work period, or original orders not being filled, then the first source of labour shall be the Hiring Hall emergency tape (423-6109 - press 2). The emergency tape will have up to six names and telephone numbers on it and will be on after each dispatch period i.e.

at 09h00 for the 08h00 work period

at 13h30 for the 13h00 work period

at 18h30 for the 18h00 or midnight work period.

It is agreed that the emergency tape is not to be used for placing additional orders outside ordering times as stated in 5A.02(a).

b) It is understood that the method for hiring employees for lineswork will continue as it was under the previous agreement.

A.6 Employees who have not been ordered out and who are available for work shall be in the hiring hall for the dispatch period.

A.7 The Union will not dispatch, and the company will not employ an employee who:

- a) failed to report for work as ordered;
- b) refused a job for which **they are** qualified and physically capable from the hiring hall;
- c) a Union member who did not plug into the dispatch board when presenting **themselves** to the hiring hall.

A.8 The Union will supply the Halifax Employers Association with:

- a) a daily report of orders placed and filled for each work period, along with related data on the appropriate forms to be supplied by the Halifax Employers Association;
- b) a daily report by work period of those employees who report to the hiring hall;
- c) a list of all Union members and advise the Halifax Employers Association immediately of any changes;
- d) a list of the foreman and the members of each parent gang and basic work force, and advise the Halifax Employers Association immediately of any changes;
- e) a list of the registered skills and the members in each group and advise the Halifax Employers Association immediately of any changes.

A.9 It is agreed that Management may observe and monitor the

dispatch system and the Union may observe and monitor any employer operated hiring system as either of them sees fit.

A.10

1. It is agreed that once a Union member plugs in at the Hiring Hall as being available for work, **they** must take the first skilled job that comes to **them** through the normal operation of the Board and if **they refuse** such job, the Union will not dispatch the employee to any job for that work period.
2.
 - (a) It is agreed that the Union, in filling registered skill jobs, shall, in the first instance, dispatch those employees in the Hall who have plugged into the registered skill. If the job cannot be filled accordingly after the Dispatcher has completed one turn of the Board, the Dispatcher shall dispatch other persons registered with the skill, failing which the Dispatcher at that time shall call the first employee from the Union board who has plugged in as being available for work, but not for that particular skill, even though **they are** registered in the board as possessing that skill, and that employee shall be dispatched to the job and if **they refuse** the job, **they** will not be dispatched to any other job for that work period.
 - (b) With respect to jobs other than registered skill jobs, when the Dispatcher goes beyond the Union Board, then such jobs shall be filled in accordance with the procedures in effect at the time of signing this Agreement.
3. The skill classifications shown on the Board of the Hiring Hall will be as follows:

Grain
Liebherr Harbour Crane
Gantry Crane – **PSA Fairview Cove**
Gantry Crane – **PSA Atlantic Hub**
Yard Gantry – **PSA Fairview Cove**
Yard Gantry – **PSA Atlantic Hub**

Ships Crane Operator
Front End Loader – **PSA Fairview Cove**
Front End Loader – **PSA Atlantic Hub**
Swinging Derrick Operator
Winchman
Ships Tractor
Lift Machine 15 Tons and over
Lift Machine Toplift
Yard Tractor – **PSA Fairview Cove**
Yard Tractor – **PSA Atlantic Hub**
Yard Tractor – Conventional
Clamp - non container terminal
Pusher Machine
Hatch Tender - **PSA Fairview Cove**
Hatch Tender – **PSA Atlantic Hub**
Hatch Tender – Conventional
Lift Machine to 15 Tons
High Climb Lasher - **PSA Fairview Cove**
High Climb Lasher – **PSA Atlantic Hub**

The sequence of dispatch for high climb lasher, in effect prior to 1 January 2000, shall not be changed.

The sequence of dispatch for yard tractors, in effect prior to 1 January 2000, shall remain unchanged (i.e., gang fill-ins, **PSA Fairview Cove**, **PSA Atlantic Hub** and gang extras).

4. It is agreed that the Union will not dispatch any employee for work at the Autoport for the purpose of driving a car unless the employee possesses a valid driver's license and is capable of driving a standard.
5. Once an employee is registered as possessing a particular skill, the skill registration for such employee will not be changed on the Hiring Hall Board unless management advises the Union to take such action.
6. **Dispatch Times**

For the work period commencing at 08h00 the Union will

commence dispatching employees from the Hiring Hall at 07h30. For the work period commencing at 13h00 the Union will commence dispatching employees from the Hiring Hall at 12h40. For the work period commencing at 18h00 the Union will commence dispatching employees from the Hiring Hall at 17h40. With the exception of cement, grain, and the first call of the week for terminal sheds, for all periods employees will be dispatched from the Hiring Hall first to satisfy those jobs requiring skills, then to the Autoport, and then to other jobs with the employees being dispatched to the farthest pier first.

A.11 Orders Placed outside of Hiring Dispatch Times

When employees have had orders placed for them after the Hiring Hall Dispatch times due to the ordered number of employees not being filled, then these employees must be checked in at the end of the period.

The Hiring Hall Dispatch times are as follows:

| | |
|--------------------|-------|
| 07h30 to 09h00 for | 08h00 |
| 12h40 to 13h30 for | 13h00 |
| 17h40 to 18h30 for | 18h00 |

A.12 Exceptions for Employee Replacement

a) When a gang and/or employees are ordered out or dispatched to work, no employee will be replaced during the time the gang and/or employees are employed during the period of the day, except in the following instances:

- i) when an employee is discharged for cause;
- ii) A non-union employee may be replaced by a union employee at 13h00, providing the foreman or company is notified prior to the end of the preceding period that a union employee will be available. However, all non-union employees must be checked in at the end of the period commencing at 13h00. In addition, for purposes of Articles 4A.04, 15A.B7(a) and 15A.C6 of it is agreed that these Articles only apply to members of I.L.A. Local 269; therefore for meal hour work throughs and reductions

during work throughs, union employees will take preference over non-union persons.

iii) when a gang and/or employees are ordered at 18h00 for all night or 18h00 to 05h00 or 18h00 to 08h00. This shall apply to employees who have started at either 08h00 or 13h00, but not to gangs and related extras that started at 13h00.

Gangs which have been ordered to a vessel shall have the priority to all gang work on that vessel during the period of the day and will not be replaced by another gang so long as they remain eligible to work. For the purpose of this clause the period of the day is defined as being from 08h00 to 08h00.

- b) Notwithstanding Article 15A.A.12(a), labour may be reduced and replaced when new orders have been placed for additional labour in the subsequent period when at non-container terminal operations the best available information at ordering time indicates that labour ordered for a work period will not be available for the next work period and therefore new labour has been ordered for that next work period.
- c) Extras shall not be ordered to a ship at Autoport in the period subsequent to a gang reduction on the same vessel and gang(s) shall not be ordered to a ship at Autoport in the period subsequent to a reduction of extras on the same vessel.

ARTICLE 15A – B – Local 269

15A.B Direct Ordering of a Basic Work Force - Container Terminal Operations

15A.B.1

- a) A weekly list of accumulative earnings for the calendar year to date will be published. The list will be based upon the period 08h00 Sunday to 08h00 the following Sunday and shall be published by Wednesday. All employees of the basic workforce (i.e. Walking Bosses, Foremen, Lashers, Main

Basic Force and Blocking and Securing Basic Workforces) will be included on the list of accumulative earnings.

- b)** In order to effect changes to the earnings list, persons should ensure that they check their pay stubs and the earnings list as soon as possible, as the deadline for receiving complaints is 17h00 on Thursday, when the list is posted by noon on Tuesday. If, due to a Monday holiday, the earnings list is not posted until noon on Wednesday, then the deadline for receiving complaints will be 15h00 on Friday.

Any justified complaint received by that time will be dealt with then and the earnings list will be changed accordingly.

Adjustments resulting from complaints after this time will not be reflected until the earnings list for the week following.

- 15A.B.2** The present classifications at container terminals and methods of assigning work from basic work forces will be as follows:

- a)** All employees, in accordance with Article 15A.B.1 a) above, will be ordered based on their position on the earnings list, subject to the required classification. In ordering employees from the basic work force, skipping is permitted only when necessary to obtain the classification required in order to perform work during the work period in question. In addition:

i) The skill of ships crane will only be ordered when it is anticipated a requirement exists to use the ships crane.

ii) For work throughs and reorders, the appropriate unit having the skills actually required in order to perform the work remaining will be used in accordance with Article 15A.B.11.

iii) Notwithstanding Article 15A.B.2(a), skipping is permitted to obtain the classification required in a combination unit even though the required classification will not perform work in that classification until the next work period.

iv) Whereas the Company will order an employee with

multiple skills (to a maximum of 2 skills) for a combination unit (i.e. crane to RoRo or RoRo to crane) in order to avoid unnecessary skipping, the Union will supply any required fill-ins for same who also hold the required multiple skills (to a maximum of 2 skills.)

- b) Employees will be assigned work based on their classifications. However, in the case where among the employees ordered there are more of a particular classification than required, then the assignments shall be based on the earnings list.
- c) It is agreed that in the case of a container terminal, should the number of designated crane operators remaining in the basic work force be insufficient for new orders at 18h00 or 24h00, then the balance required may be obtained by releasing the low basic work force employee(s) with the designated crane operator skill (but not working as a crane operator) at the end of the 08h00 period, and reordering **them** for 18h00 or 24h00. In such case, if a replacement is required for the 13h00 work period, then the first source of the replacement shall be the Hiring Hall. An employee who is replacing (replacement or fill-in) a gantry crane operator will also be released.

Gantry crane operators being checked in will not take preference over employees who are entitled as per Article 15A.B.11 for lineswork in the noon meal hour and those gantry crane operators, who are being checked in and replaced at 13h00 are entitled to the pay for the one (1) hour meal period if they perform the lineswork.

Since it is possible that the crane operator checked in at 12h00 and out again at 18h00 or 24h00, and the replacement could both be working at 18h00 or 24h00, the crane operator should retain **their** position as per the Earnings Llist, and the replacement should be considered to be the highest employee working.

- d) The classifications at container terminals will be as follows:

Gantry Crane
Yard Gantry Crane
Ship Tractor
Front-end Loader
Medium Container Handler
Yard Tractors.

- e) It is understood that the base skill classification for all members of a container terminal basic work force under 6.02(a) shall be "yard tractor".
- f) For the purpose of creating or increasing such container terminal basic work forces, the company shall give notice under article 6A.07 or 2.03 advising the number of people and skill requirements. Furthermore, it is understood that, within a basic work force, an individual cannot be designated in more than one of the following two (2) skills:

Gantry crane
Yard gantry crane

- g) For the purposes of Article 15A.B.6 herein, it is understood that the registered skills with respect to "gantry crane", "yard gantry crane", "front-end loader" and "medium container handler" apply to the specific equipment involved at the company wherein the individual obtains the registered skill.
- h) When the container terminals have placed an order with the hiring hall for their specific front end loader (i.e. front end loader - **PSA Fairview Cove** or front end loader – **PSA Atlantic Hub**), if the Union is unable to supply the requested Front End Loader, the Hall will then supply an employee with the Front End Loader Operator skill from the other Container Terminal. If the Hall is unable to supply either Front End Loader they will then supply an employee with the skill of toplift operator.

15A.B.3 - CHARGING

When a member of the basic work force fails to report for work as ordered or is unavailable for work, **they** will be charged with what **they** would have earned for purposes of the earnings list referred to above. When a

replacement is hired for **them**, such replacement will not be charged with what **they earn** for purposes of the earnings list.

15A.B.4 - ADVICE TO HALL

The company will order the employees and advise the hiring hall in accordance with the call procedure.

15A.B.5 - ORDERING

a) To order the employees, the company shall put the names and assignments of the basic work force members it is ordering on a telephone tape so the employees may obtain their orders in accordance with the times set forth below. Members of the basic work force who are ordered must, after obtaining their orders, contact the company in accordance with the times set forth below, to indicate their availability.

Employees to obtain orders and contact company to indicate their availability

Orders For

| | |
|-----------------|---|
| 08h00 | Between 16h00 and 18h00 the preceding day |
| 13h00 | Between 07h00 and 09h00 |
| 18h00 and 24h00 | Between 12h00 and 1400 |

Any member of a basic work force who fails to indicate **their** availability, as outlined above, shall be deemed unavailable and shall be replaced.

Persons who are on a regular or replacement order for all night (not beyond 05h00) may leave a message on the company tape to indicate their availability for orders at 13h00 (12h00).

In the event a basic work force member will be unavailable for three (3) days or longer for any reason **their** name will be omitted for the purpose of these Articles 15A.B.5 and 15A.B.6 below. However, during the period of **their** absence, **their** earnings will be accumulated just as if **they were** available to be ordered. Such individual must notify the

company at least twenty-four (24) hours in advance of **their** return to availability for work.

b) Off List

In order for an employee who is on the "off list" to be guaranteed of being placed back on the orders it will be necessary for **them** to contact the Company at least 24 hours in advance of **their** return to availability for work. An employee who indicates **their** date of return, even at the time of being booked off, will be placed back on the orders in accordance with **the** time **they have** indicated.

Notwithstanding the foregoing, the company will continue as in past to make every reasonable effort to accommodate employees who wish to be placed back on orders with less than 24 hours notice. An employee may come back on list with less than 24 hours notice and for any work period (i.e. 08h00, 13h00, 18h00 and midnight). However, if **they** should have been on an order (i.e. and is charged for it) then just because **they are** low does not mean **they get** put on order later in the day if **they are** already on a charged order.

After the Company places **their** name on the order it will still be necessary for the order to be confirmed in accordance with the times set forth in Article 15A.B.5(a).

c) Orders Refused and Exception for Members on Union Business

a) In the case of a basic work force member, foreman or walking boss, who declines **their** regular order for whatever reason, **they** will not be given any other order, not even from any available source.

NOTWITHSTANDING THE ABOVE:

- i. A member of Local 269 on union business shall have the same right to return to **their** original position as is provided in the shifting procedure [Article 15A.B(15)(6)].
- ii. They will not be charged lost time based on the position

they declined.

- iii. They will be charged only with earnings as per the Unions advice by fax. If no fax is received they will be charged with the actual lost time earnings.
- iv. Vacancies in new regular orders will be placed on the tape at 12h00 noon and it will be the responsibility of the member to respond to the orders in the manner set forth in Article 15A.B.5 (a).
- v. For vacancies that arise which are not on the taped order at noon, the member must contact the company to notify them of **their** availability in order to obtain the order.

d) Ordering Times from Hall

The ordering times as set forth in Article 15A.B (Direct Ordering of a B.W.F.) of the Collective Agreement will not apply to orders placed at the Hiring Hall for:

- 1. Employees for Non-Machine work at the Shed;
- 2. Employees over and above the Blocking Securing Work Force;
- 3. Employees ordered for KFF operations outside of the Terminal.

In each of these three (3) cases, orders to the Hiring Hall may be placed in accordance with Article 5A.02 (A).

e) Procedure For Ordering Sequence

| | |
|--|---------------|
| 08h00: | Terminal Ship |
| 13h00: | Terminal Ship |
| 18h00 to 08h00: (when no ship involved) | Terminal |
| 18h00 for All Night: | Terminal Ship |
| 18h00 to 05h00: (when no ship involved) | Terminal |

| | |
|-------------------|---------------|
| Midnight Start | Terminal Ship |
| 18h00 to a Finish | Terminal Ship |
| 18h00 to 22h00 | Terminal Ship |

f) Ordering at 18h00 in Block

The procedure for ordering at 18h00 when there are orders of varying duration

- (i.e. (18h00 to 08h00)
- (18h00 for all night)
- (18h00 to 05h00)
- (Midnight Start)**
- (18h00 to a finish)
- (18h00 to 22h00)

is that the total complement of employees in all the orders will be totalled together and the normal practice of ordering and assigning will apply to the total complement.

g) Reduction at 17h00 with New Orders At 18h00 to 22h00 Or Short Finish

Terminal employees who are working the 13h00 to 17h00 work period who are being reduced at 17h00 will not be placed in a Crane or RoRo Unit for 18h00 to 22h00 or 18h00 to a short finish,

However

Persons who are in crane, combi and ro-ro units may be reordered for 18h00 terminal orders. All persons on the terminal in the 08h00 work period will be reordered for 18h00, including any who were worked through at 17h00, if any persons from the 13h00 units are reordered. The time for reordering such persons will be 16h00.

- h) In order to change a Crane unit to a RoRo unit or Combi-unit or to change a RoRo unit to a Crane or Combi-unit:
1. For the 13h00 work period, orders would have to be placed on the tape at 07h00. The employees working in the unit being changed would be eligible for the new order subject to the skill requirements for the new unit and;
 2. For the 18h00 work period, orders would have to be placed on the tape at 12h00 noon. In this case, the day unit would be checked in and the order on the tape would be for an all new unit not consisting of the employees who worked between 12h00 and 17h00.

i) **Eligibility for Early Start**

Eligibility for orders which commence one (1) or two (2) hours prior to the start of the period (lineswork or positioning cranes) is conditional upon the employee being on an order for the main basic work force at the commencement of the period. If an employee is shifted off of **their** order prior to the early start, then **they are** not eligible for the early start. This does not include a shift at the commencement of the period.

15A.B.6 Replacement Ordering

- a) To obtain replacements for employees who are unavailable, the company shall continue to call other members of the basic workforce, commencing at the top of the list and proceeding downward, up to two (2) hours **and fifteen minutes** after the above times (**09h00 – 11h15 for 13h00, 14h00 – 16h15 for 18h00**, except that such calling may continue up to 22h30 for 08h00 orders). The company will call up to two contact numbers for each basic workforce member.
- b) For the purpose of replacement ordering, the reset point shall be defined as the highest number reached on the earnings list for regular orders since 08h00 Sunday or until the list has been subsequently reset. The reset point resets when either the regular orders meet the replacement orders or the replacement orders meet the regular orders.

- c) The company shall start at the top of the list for orders 08h00 Sunday (subject to eligibility). The highest employee shall receive the lowest replacement job subject to skill requirements (hiring in block). They shall continue down the list and start each new period where they stopped the previous period, going back only to pick up employees that were skipped.

Once they reach the point in which the replacement orders have reached the reset point, for the remainder of the day start again at the top of the list picking up members who have not had a regular order or a replacement order that day and continue down until the list is exhausted, keeping in mind that no one is offered a replacement job if they have had a regular order or has been offered a replacement order that day. At 08h00 next day, start again at the top of the list for replacement ordering and establish a new reset point. Continue to do this all week.

If the reset point is met obtaining replacements for 13h00 or 18h00 then the list is reset for 08h00 the following day. If the reset point is met after 18h00 when obtaining replacements for 08h00 the following day, it is considered to have only been met on the following day. The list is not reset for 08h00 the following day, but is reset one additional day later.

Whenever a new replacement list is started at 08h00 on any given day, all positions higher on the list than the reset point from the previous list, that did not receive a replacement order will be the first to be asked for all replacements opportunities on the new list. These replacement orders will not count as replacement opportunities for the purposes of the new list. No position will be carried beyond one reset of the list.

d) **Eligibility for Replacement Orders**

When an employee works a midnight start or an 18h00 for all night order, an 18h00 to 05h00 order, or an 18h00 to 08h00 order, either as a replacement or on **their** own

regular order, **they** shall not be eligible to be ordered as a replacement for 08h00 the following day.

However, **they** shall still be eligible for regular orders for 08h00 the following day.

An employee who works (paid) until 05h00 shall be eligible for a replacement order at 13h00.

An employee who works (paid) beyond 05h00 shall be eligible for a replacement order at 18h00. If **they are** kept beyond 05h00 for lines work only, **they** will be eligible for 13h00.

Work assignments obtained through the hiring hall in no way affect the foregoing nor is an individual's eligibility to obtain work through the hiring hall in any way restricted by the foregoing.

In the case of an employee who had regular orders for all night but refused them, the employee should be treated as if **they** worked. Therefore, the employee would not be eligible to receive a replacement order for 08h00 but would be eligible for 13h00 or 18h00 depending upon how long **their** all night job lasted.

e) **Final Status of Orders**

- (i) Following this process, they shall advise the Hiring Hall by facsimile transmission of the final status of the orders, including replacements obtained, and indicate the number of fill-ins required from the Hiring Hall. All fill-ins after the times set forth above shall be from the general board, provided they are registered with the required skills, and shall be dispatched in accordance with the provisions of Article 15A.A.3 (A – Rules of dispatch for orders placed through the Hiring Hall) herein.
- (ii) The position of the last replacement (both main basic workforce and lashing workforce) called who was not skipped will be announced on the next taped orders created by the container terminal operator;

- f) An employee who is a replacement at 18h00 for all night or midnight and
- a) who is checked in for weather at 18h00;
 - or
 - b) who does not report for **their** 18h00 order;
- will not be eligible to receive a replacement call for 08h00 the following day.

g) **Definitions:**

- 1. fill-in: a fill-in is a replacement obtained from the hall.
- 2. replacement: a replacement is a replacement obtained from the list during the time specified in Article 15A.B.6.

- h) The companies will fax orders indicating the replacements and fill-ins on them. The companies will try to fax the orders for 18h00, midnight and 08h00 by 09h30 and the orders for 13h00 by 14h30.

15A.B.7

- a) Anyone hired as a replacement or fill-in shall work under the same conditions and guarantees as the employees they replace, except that **they may be required to use any skill that they possess after the regular shifting procedure has been followed and prior to going home** and an employee hired as a replacement or fill-in will continue that day as long as **they are** eligible under the Rules of Dispatch. Should **they** leave or become ineligible under the Rules of Dispatch, a further replacement or fill-in shall be obtained, in accordance with Article 15A.B.6 above.
- b) If an employee who was replaced does not phone the company by 16h00 to indicate **their** availability for work the next day, the employee replacing **them** shall be ordered back for the next day, if such replacement is required and the

individual involved is eligible in accordance with the Rules of Dispatch.

c) Replacement Calls To Fill-ins/Replacements And Order-back

- 1) A person who obtained a job from the Hiring Hall is eligible to be called as a replacement either on the day **they** obtained the fill-in job or on any subsequent day in which **they are** ordered back as per Article 15A.B.7(b).
- 2) A person who obtained a job as a replacement is not eligible to receive another replacement call either during the day in which **they** first obtained the replacement call or on any subsequent day in which **they are** ordered back as per 15.B.7.(b).
- 3) In addition, an employee who is on a replacement call will not be entitled to be reordered as per Article 15A.B.7(b) If **they have their** own regular order for "All-Night" or a Midnight Start. However, an employee who is working as a "Fill-in" will be entitled to be reordered as per Article 15A.B.7(b) even if **they have their** own regular order for all night or a Midnight Start.

- d)** All calls for replacements under Article 15A.B.6 above, shall be monitored by a tape system to avoid abuse. In addition, the company will maintain a message receiving system outside of regular working hours to enable a person, who has indicated **they** would be available but subsequently becomes unavailable, to leave word so that the hall may be advised as early as possible to dispatch a fill-in.

15A.B.8 Fill-Ins

The sequence in which the employees' numbers appear on the dispatch slip indicates their respective positions i.e.) the first employee is deemed to be the low person and the last is the highest. Therefore, when placing them on the orders at the worksite the first person is placed in the low position being replaced and so on.

In case more than one dispatch slip is used, the dispatcher will staple the slips together and only “time stamp” the dispatch time on the first slip.

The foregoing applies to all orders received by the dispatcher prior to the start of the dispatch periods, i.e., 07h30, 12h40 and 17h40.

Orders received after those times will appear on a separate dispatch slip(s) and treated accordingly.

15A.B.9

(a)

Eligibility of Employee on Regular Order to Return for Orders for 08h00 the Following Day

At a container terminal **a member of the Basic Workforce** who is on **their** regular order working between 13h00 and 17h00 and who has indicated **their** availability for orders for 08h00 the following day will remain eligible for this order even if **they** will not be returning for a continuing order at 18h00 and **their** replacement at 18h00 will not be eligible for the 08h00 order.

Should the employee on **their** regular order not indicate **their** availability for **their** order at 08h00 then the employee replacing **them** at 18h00 will be re-ordered for 08h00 provided **they are** eligible under the rules of dispatch.

For the purposes of Article 15A.B.7 only employees who are replaced and whose positions are being ordered for the following day must advise the company by 16h00 to indicate **their** availability for work the next day.

(b)

Order Back For The Next Day

Whereas fill-ins, replacements, and extras in the shed and blocking and securing are eligible to be ordered back the following day at 08h00 or 13h00 provided that they received the order to return prior to knocking off time in the 13h00 to 17h00 work period; all other container terminal workforce's labour can only be reordered for 08h00. Extras over and

above the work force are not eligible to be ordered back the following day.

(c) Reordering - Non Basic Work Force

At container terminal operations non-basic work force members who are either fill-ins or additions to a basic work force, and who are checked in, will have the right to be reordered provided the position they are filling is reordered and provided they possess the required skill. (See Article 15A.B.11(e) for the skills to be considered.)

The Company shall order them back in the regular manner when their names are known of placing the names on the taped orders and in the Hall. The fill-in or additions shall then notify the Company in the manner set forth in the Collective Agreement as per Article 15A.B.5.

- (d) A second work opportunity will be given to BWF and LWF members, after the timekeeper goes home for replacements and before the timekeeper sends jobs to the hall for 13h00. The highest employee shall receive the lowest job subject to skills.**

15A.B.10 LOW EMPLOYEES/UNITS

For the purpose of determining the low employees/units during the period of the day, it is understood that:

1. Employees/units who start work at 08h00 are deemed to be the lowest employees, even if there are lower employees who start work at 13h00.
2. On a work through at 17h00, with no one ordered or for 18h00, the 08h00 employees/units would work through.
3. As per Article 15A.B.11:
 - a) in the case of a reduction and a work through at 17h00 with employees/units ordered back at 18h00, to either a finish or to 22h00, the high employees

would work through and the 08h00 employees/units would come back;

- b) if no reduction, then the low unit would work through.
4. Should there be employees/units from 08h00 and 13h00, and new employees/units out at 18h00, all on a finish order and a work through is required at 23h00, then the 08h00 employees/units would work through. If all employees/units are working through then when reducing, the first employees/units to be reduced would be the new employees out at 18h00, then the 13h00 employees/units and finally, from the 08h00 employees/units.
 5. 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.
 6. 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 7) below.
 7. On nights where there are operations on more than one vessel anticipated, notwithstanding item 5) and 6) 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 units provided they had the same start time. The foregoing shall not restrict the flexibility of terminal.

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.

Orders shall be placed in the following sequence as per 15A.B.5(e):

| | |
|--|----------------------|
| 18h00 to 08h00: (when no ship involved) | Terminal |
| 18h00 for All Night: | Terminal Ship |
| 18h00 to 05h00: (when no ship involved) | Terminal |
| Midnight Start | Terminal Ship |
| 18h00 to a Finish | Terminal Ship |
| 18h00 to 22h00 | Terminal Ship |

8. Notwithstanding the foregoing, an employee or unit reduced at noon as per Article 15A.B.11 and ordered out at 18h00 to a finish, is deemed to still be the low employee or unit when working at 18h00 with other finish employees or units who worked two (2) day periods.

15A.B.11 Meal Hour Work and/or Reduction

At container terminal operations, the procedure to be followed for meal hour work and/or reduction shall be as follows:

- a) For meal hour work, in the case employees on terminal work, crane or ro-ro units and lashers, the low employees/unit shall work the meal period unless otherwise provided for herein. Furthermore, in the event there is a reduction of employees/units and a reorder for the following period, then the high employees/unit shall work the meal period with the low employees/unit being reordered.

In the case of terminal employees, the low terminal employee(s) shall not work the meal period if the company decides that their skill is required at the commencement of the next period. Those terminal employees who were skipped and do not work will also be paid for the meal period, and they shall turn to at the commencement of the period at the regular rate of pay.

- b)** In the case of employees on terminal work, crane and/or ro-ro units or lashers being reduced and the reduced employees/unit(s) is/are being re-ordered for a later work period, then the low employees/unit(s) will be reduced and re-ordered. In addition, should meal hour work be required at the time of reduction, then the low employees/unit(s) will work the meal period.

Lashers/Units

At container terminal operations, notwithstanding the foregoing, when units/lasher(s) are being reordered for a later work period (i.e. 18h00 to 22h00 or 18h00 finish orders) then the high units/lasher(s) will be reduced and reordered. In addition, should meal hour work be required at the time of the reduction, then the high units/lasher(s) will work the meal period.

- c)** In the case of employees on terminal work, crane and/or ro-ro units and lashers being reduced and the reduced employees/units are not re-ordered, then the high employees/unit(s) will be reduced.
- d)** Paragraphs (a), (b) and (c) shall apply regardless of the location of the unit or the ship involved. However:
1. A crane unit will not be replaced by a ro-ro unit.
 2. A ro-ro unit will not be replaced by a crane unit.
 3. For the purpose of Article 15A.B.11:
 - i.) A combination unit (i.e. crane to ro-ro/ro-ro to crane)

can replace a crane unit or a roro unit.

- ii.) A crane unit or a roro unit can replace a combination unit.
 - iii.) All the required skills must be present in the unit(s) in order for the unit(s) to be considered.
4. Combination units will only be ordered when a combination of crane and roro work is expected.
 5. Once a crane unit or a roro unit has replaced a combination unit it shall be considered a combination unit until released.
 6. If a unit is ordered without any advice of possibly shifting to RoRo, it may only be shifted to roro work on motor vehicles save and except when shifted to replace a combination unit and thereafter is designated as a combination unit. After a crane unit has been shifted to roro work on motor vehicles it may be shifted back to crane work.
 7. In the event a crane unit must change cranes as a result of paragraphs (a), (b), or (c) above, it is understood that the relief crane operator from the unit being worked shall position **themselves** in order to immediately replace the crane operator in the cab of the crane at knocking-off time.

e) **SKILLS TO BE CONSIDERED FOR REDUCTIONS,
MEAL HOUR WORK-THROUGHS & REORDERS**

1) **Employee On Regular Order**

All **their** skills **they hold** for Basic Work Force ordering purposes.

2) **Employee On Replacement/Fill-In
Order**

All the skills **they hold after the regular shifting**

procedure has been followed and prior to going home. If they do not have the skill they are not ordered back and a further replacement/fill-in is obtained.

**3) Extra Employee Over
& Above Basic Work Force**

All the skills **they hold** except as provided for in Article 15A.B.16.

**4) Adding Skills for the Subsequent
Period**

Consider the skills of employees already employed (e.g. a Yard Gantry Crane who was ordered as a Yard Tractor) - do not go back to the list and obtain an additional Yard Gantry Crane).

f) NEW ORDERS FOR 13H00

In making up an order for 13h00, the first persons to be ordered would be from amongst those eligible persons, if any, who are being reduced at 12h00 noon prior to going back to the earnings list.

**WHEREAS IN THE CASE OF NEW ORDERS
FOR 18H00**

In making up an order for 18h00 or 24h00 the first persons to be ordered would be from amongst the lowest possible eligible persons on the earnings list. Persons reduced at noon (15A.B.11) and ordered for 18h00 or 24h00 would be placed in the order in accordance with their position on the earnings list. The fact that they started work at 08h00 has no bearing in where they are placed in the order.

**g) NOON REDUCTION/REORDER FOR 13H00
AND 18H00**

Notwithstanding Articles 15A.B.2(a) and 15A.B.11(b) when there is a reduction at noon and there are reorders for 13h00

and 18h00, and/or Midnight, then from amongst the employees being reduced place the higher employees on the 13h00 order and the lower employees on the 18h00 and Midnight orders in accordance with the ordering sequence contained in Article 15.A.B.5(e).

- h)** The low foreman/foremen and the crane/combi unit's(s') crane operator(s) that operated the crane(s) during the period, may be kept in the meal period, to perform all or any of the following: put the crane away / shift it / boom it up and down and/or position it. In such cases the foreman/foremen and the unit's(s') crane operator(s) will be kept to perform the work and the entire unit shall be paid for the time involved at the appropriate meal hour rate. The foreman/foremen and crane operator(s) shall forfeit their meal period and shall turn to at the beginning of the next period, if required. Their pay shall revert to the prevailing rate of pay for the period in question. In the above such cases, the unit will handle cargo right up until the regular knocking off time. The normal rules regarding meal hour work throughs and reductions shall apply.

- 15A.B.12** **a)** Furthermore, when ordering employees for a midnight start, employees who have worked two (2) consecutive day periods shall only be re-ordered if the Hiring Hall cannot supply employees and the Company concerned is obtaining employees from any source.

b) MIDNIGHT START AND EMPLOYEES ORDERED AT 13H00

When a company orders persons for 13h00 as their first call of the day, they shall not be eligible to be ordered for midnight.

- c)** Employees on a midnight start are not eligible for regular or replacement orders until 18h00.

15A.B.13 REQUIREMENT TO STAY ON ORDERS

Whenever an employee takes any order other than **their** regular order

they are required to stay on that order until the end of the period or any extension thereof.

Therefore, should **they** have **their** own regular order, which commences simultaneous with the end of the other job **they are** on, **they** will be eligible to take **their** regular order provided **they** can be available without delay. When **they commence their** regular order, **they are** not entitled to a meal hour and will receive the regular rate of pay for the new period on which **they are** commencing work.

Should the order **they are** on go beyond the start of the work period for **their** regular order, **they** will be replaced on **their** regular order. This will not preclude **their** eligibility to be ordered as a last resort provided all other members of the work force have first been asked.

15A.B.14 LOW EMPLOYEES TO CONTINUE WORKING

When there are terminal orders for both all night and to 05h00 use the lowest employees (i.e. all night) for any work continuing after a reduction.

15A.B.15 CONTAINER TERMINAL OPERATIONS SHIFTING OF EMPLOYEES - ANY AVAILABLE SOURCE

At a container terminal operation, whenever the company has reached that point where they must go to "any available source" to find labour the first step will be to shift as per 6A.05, employees who are working, they will be guided by the following:

- 1) a) If there is a requirement to shift 3 or fewer employees, the Company will ask the entire complement prior to obliging the first person asked. Whenever there is a requirement to shift at least 4 persons, the first employee will be required to shift. In either case the sequence of employees to be shifted in accordance with the foregoing will be as follows:
 - i) Start with the highest employee who has the required skill and is working within the group (i.e. terminal, cranes or roro) in which the skill is required and proceed down;

- ii) If no one can be found within the group wherein the skill is required, then go to the highest employee working who has the required skill in the entire complement of employees working and proceed down.
- b) An employee shall not be forced to shift off of either an "all-night" or "18h00 to 5" order to an "18h00 to 8" order prior to the company calling Basic Work Force members at home, provided, however, that for all 18h00 orders, there is a requirement to shift 3 or less employees in that required skill.

When calling, the company will call all eligible employees with that required skill in their sequence on the equalization list until the required number of persons is obtained or the list is exhausted.

Should there be a requirement to shift 4 or more employees in that required skill, then there shall be no obligation to call BWF members at home prior to shifting.

- 2) The foregoing two items will be subject to the company's discretion to not shift an employee working in a skill which may be difficult to replace.
- 3) An employee who is shifted will assume the position of the employee **they are** replacing and if a "replacement" is obtained for the employee, then that "replacement" will assume the employee's position on the earnings list.
- 4) An employee on a "18h00 to 22h00" or "18h00 to finish" order will be asked, but will not be required, to shift to any all night order.
- 5) An employee who is shifted will be charged for the lessor of either what **their** original position earns or **their** shifted position earns.
- 6) a) An employee who is shifted and who has completed

the order to which **they have** been shifted, may return to **their** original position. It will be necessary for **them** when the job **they have** been shifted to ends, to advise **their** original foreman to ensure that the employee replacing **them** is advised and in sufficient time to prevent that individual who is replacing **them** from returning in a subsequent period.

- b) A person who is shifted on **their** 08h00 order may quit at noon, the order to which **they have** been shifted, in order to take **their** original position which has been ordered for all night or a midnight start.
 - c) An employee who is shifted off **their** all night order at 18h00 is not permitted to return to **their** original position at midnight.
 - d) When an employee is shifted from an all night order to a "6 to 10" order a replacement shall be ordered from the hall for "6 to 10" and the employee ordered for all night shall return to **their** own order at 22h00. Prior to forcing a person to shift from an all night order to a "6 to a finish order" to which the person does not want to be shifted, the company will call a person at home in an attempt to fill the "finish" order.
- 7) However, where there is a work-through, going to the point where the new job begins, the employee would go back to **their** job without a meal break and rate of pay would revert to the regular rate.
- 8) Where the work through goes beyond the point at which the other job starts, then the employee would have to stay on **their** job and the company would get a fill-in for the employee's position from the hall.
- 9) When shifting employees, the company will first use employees designated with the required skill. If none are available, the company will call designated employees prior to shifting or calling non-designated employees (i.e. gantry crane operators who have

yard gantry crane).

- 10) When a person is shifted, notwithstanding what **they** are charged for, **their** next regular or replacement order will be based on what **their** original position earnings would have been.

15A.B.16 REDUCING EXTRAS FROM HALL

It is understood that when a Company is reducing employees on a Finish or an All Night order, the employees ordered from the Hall, over and above the numbers available from the Basic Work Force list, will be reduced prior to reducing employees from the Basic Work Force.

For the purpose of working through, the lowest employees must be used. In the case where all employees are hired from the Hall, the employees hired first shall be deemed to be the lowest employees. This procedure applies only to Terminal employees and Lashers - not to employees in units

15A.B.17 CONTAINER TERMINAL OPERATIONS BLOCKERS & SECURERS - LEAD HAND (ORDERING)

Whenever the Blocking & Securing Lead Hand is not available, the Company will go through the following sequence of persons in order to obtain one:

1. The Company will first ask other members of the Blocking and Securing Work Force, if there are any, starting at the top of the list and working down.
2.
 - a) The lashing foreman
 - b) The main basic work force foreman
 - c) The lashing sub-foreman
 - d) The main basic work force sub-foreman
 - e) The main lashing work force**
 - f) The main basic work force**
3. If no one can be obtained, then the Company will appoint an employee from any source.

Within each group commence asking with the **highest** person who **has not**

been given an order or replacement order not working in the period in which the lead hand is required.

A refusal/**acceptance** to take the lead hand position will not constitute a refusal/**acceptance** under any other workforce in which the employee might be asked.

15A.B.18 LINESWORK

(a) i) Orders Not On Tape

The Company shall **first offer lines to those people currently employed who will be reduced in the next period and who do not have order for 18h00** prior to calling according to the earnings list when ordering employees specifically for lines work. If an employee is not available then the Company will go to the next employee up the earnings list. This shall also apply to foremen when employed. This situation covers non-taped orders as linesmen may be ordered at any time. For the purpose of the earnings list, the person employed will be the person charged with the earnings.

When there are taped orders for both 07h00 (lines) and 08h00 an employee may decline **their** 07h00 lines order but accept **their** 08h00 order provided **they notify** the company between 16h00 and 18h00 in accordance with Article 15A.B.5.

When an employee declines **their** 07h00 order as above,

OR

When an employee does not report for **their** 07h00 lines,

OR

Declines **their** 07h00 lineswork after the confirmation time,

the company will offer the 07h00 lines to the next low employee going up the list. The employee who originally got the order but declined will be charged for the lineswork and the employee actually doing the lines for **them** will not be charged.

ii) Orders On Tape

In the event orders are taped for linesmen, the Company shall utilize the applicable sections of Article 15A.(B) "Direct Ordering of a Basic Work Force" as per the Collective Agreement.

b) LINES IN NOON MEAL HOUR

Low employees who are being reduced at noon from terminal to be put in crane unit at 13h00 will not be entitled to work in the meal hour except as lines. In this situation linesmen will be paid for the full hour, forfeit the meal hour break and their rate will revert at start of period.

c) LINES - NO RESTRICTION ON PERIODS WORKED EXCEPT AFTER A 18H00 TO A FINISH ORDER

Notwithstanding Article 3A.02 (a) and (b), there is no restriction on the number of periods in which an employee can be ordered for lineswork. Therefore, a period or any part thereof in which an employee is ordered out for lineswork only shall not be deemed to be a period worked.

However, employees including foremen who are working on a 18h00 to finish order will not be given a lines order for midnight.

d) LINESMEN IN MEAL HOURS

If there is no unit, as per Article 4A.10 (g) to be used for lineswork, then when reducing the terminal, linesmen will be taken from the employees who are to be reduced and they will be paid time involved subject to the provisions of Article 4A.15. If sufficient employees are not available from the group being reduced, the balance required would then come from the lowest terminal employees who are returning who would be paid for the full hour.

e) LINESMEN "OUTSIDE FENCE"

New lineswork performed outside the fence by the container terminal operators will be subject to the same manning requirements as that of the conventional stevedoring contractors. In the case of **PSA Fairview Cove**,

the complement of linesmen (whether it be four, six, or seven) will be ordered from the hall with the dispatcher passing on any necessary instructions. Should the hall be unable to supply, then linesmen will be obtained from any available source.

This in no way affects the pre-existing requirements for the container terminal operators, i.e. all feeder vessels [as per Article 4A.10(f(1)) and ships handled by **PSA Fairview Cove** at Autoport will continue to use a foreman.

f) LINESWORK AFTER FINISH ORDER

Persons employed on a finish order may let go the lines on the vessel on which they were working. However, after that they may not be held, even in dead time, to do lineswork on another vessel, except as provided in Article 4A.10(g)(iii).

g) LINESMEN

Lines required in the next period are taken from the lowest employees working the previous period who are not ordered back for a longer job and provided that the order is given by knocking off time and there will be a one (1) hour break before the lineswork.

If the order is not given by knocking off time then go back and order the lowest possible employees from the list.

When ordering linesmen from the employees working the previous period consider employees from both the Terminal and the Ship.

h) HATCHTENDER FROM HALL AS ADDITION TO BASIC WORK FORCE

The position of extra/additional employees ordered from the Hall will be determined by the time on the dispatch slip and their sequence on the dispatch slip. Therefore, the Hatchtender would be the last man in the Unit.

i) RELEASING OF LINES WHEN A CRANE UNIT IS INVOLVED

For safety reasons, lines should not be let go until the crane operator has touched the ground. This will not prevent the lines from being "singled up"

if the operator is not one of the linesmen.

j) EMPLOYEES WHO ARE MEDICALLY UNABLE TO PERFORM LINESWORK

- i) In order to be exempt from lineswork the employee must be medically unfit for such work.
- ii) Every unit ordered must have seven (7) employees who are able to perform lineswork.
- iii) Every complement of Terminal employees when it is anticipated that Terminal employees will handle lines must have six (6) employees who are able to perform lineswork.
- iv) Those persons who do not perform lineswork for medical reasons if they are within the total complement ordered will only be shifted to a shorter job to avoid lineswork as per (ii) and (iii) above. If they cannot be shifted to a shorter job they will be left off the order and persons outside the complement will be ordered. A replacement from the list who is skipped as a result of ii) and iii) above, will still be offered a replacement opportunity in a higher position or a replacement position on a subsequent order later in the day.
- v) A person who is replacing (replacement or fill-in) an employee who does not do lineswork will not be eligible to perform lineswork in the position of the person being replaced.
- vi) Replacements from the list, hiring hall or any available source who are replacing an employee who is capable of performing lineswork, must also be capable of performing lineswork provided the position they are replacing is one which may be required to perform lineswork in accordance with j (ii) or j (iii) above.
- vii) Those employees who are not capable of performing lineswork who are on an order will be charged for lineswork whenever the position they are in would otherwise be performing lineswork if they were

capable.

- viii) The Company will notify the Hiring Hall when lineswork is expected and employees who are medically unfit for lineswork will not be dispatched from the Hiring Hall Dispatch.

k. LINESMEN: CHARGING

All employees who are at work and are capable of performing lineswork will be charged for such lineswork whenever the position they are in is required for lineswork.

LINES PRIOR TO AN 08H00 ORDER

When there are taped orders for both 06h00/07h00 (lines) and 08h00 an employee may decline **their** 06h00/07h00 lines order but accept **their** 08h00 order provided **they notify** the company between 16h00 and 18h00 in accordance with Article 15A.B.5.

When an employee declines **their** 06h00/07h00 order as above,

OR

When an employee does not report for **their** 06h00/07h00 lines,

OR

Declines their 07h00 lines work after the confirmation time,

the company will offer the 06h00/07h00 lines to the next low employee going up the list. The employee who originally got the order but declined will be charged for the lineswork and the employee actually doing the lines for **them** will not be charged.

m. LINESWORK & FINISH ORDERS

If employees on an 18h00 to a finish order are to perform lineswork other than on the ship(s) they are ordered to finish, then the employee will be advised of such lineswork prior to turning to at 18h00. Such lineswork must be performed before the completion of the vessel(s) on which the employees have been ordered to a finish.

ARTICLE 15A – C DIRECT ORDERING OF A BASIC WORK FORCE - OTHER [6A.04(a)] - Local 269

15A.C.1 The present classifications and methods of assigning work from the basic work force will be as follows:

- a) Employees will be ordered based on their position on the earnings list, subject to the required classification. In ordering employees from the basic work force, skipping is permitted only when necessary to obtain the classification required in order to perform work during the work period in question.
- b) Employees will be assigned work based on their classifications. However, in the case where among the employees ordered there are more of a particular classification than required, then the assignments shall be based on the earnings list.
- c) The classifications will be as follows:
 - Toplift
 - Forklift over 15 Tonnes
 - Forklift to 15 Tonnes
 - Clamp
 - Yard Tractor
- d) It is understood that the base skill classification for all members of the basic work force under 6A.04(a) shall be "yard tractor" and forklift to 15 tonnes.
- e) For the purpose of creating or increasing such basic

work force, the company shall give notice under Article 6A.07 or 2.03 advising the number of people and skill requirements.

15A.C.2 When a member of the basic work force fails to report for work as ordered or is unavailable for work, **they** will be charged with what **they** would have earned for purposes of the earnings list referred to above. When a replacement is hired for **them**, such replacement will not be charged with what **they earn** for purposes of the earnings list.

15A.C.3 The company will order the employees and advise the hiring hall in accordance with the call procedure.

15A.C.4 **ORDERING PROCEDURES/TIMES**

To order the employees, the company shall put the names and assignments of the basic work force members it is ordering on a telephone tape so they may obtain their orders in accordance with the times set forth below. Members of the basic work force who are ordered must, after obtaining their orders, contact the company in accordance with the times set forth below, to indicate their availability.

| <u>Orders for</u> | <u>Employees to obtain orders and contact company to indicate their availability</u> |
|-------------------|--|
| 08h00 | Between 16h00 and 18h00 the preceding day |
| 13h00 | Between 09h00 and 11h00 |
| 18h00 and 24h00 | Between 12h00 and 14h00 |

Any member of a basic work force who fails to indicate **their** availability, as outlined above, shall be deemed unavailable and shall be replaced.

In the event a basic work force member will be unavailable for three (3) days or longer for any reason, **their** name will be omitted for the purpose of these Articles 15A.C.4 and 15A.C.5 below. However, during the period of **their** absence, **their** earnings will be accumulated just as if **they were** available to be ordered. Such individual must notify the company at least twenty-four (24) hours in advance of **their** return to availability for work.

15A.C.5 REPLACEMENT ORDERING

- a)** To obtain replacements for employees who are unavailable, the company shall continue to call other members of the basic work force, commencing at the top of the list and proceeding downward, up to two (2) hours after the above times (except that such calling may continue up to 22h30 for 08h00 orders).
- b)** The company shall start at the top of the list for orders for 08h00 Sunday (subject to eligibility). The highest person shall receive the lowest replacement job subject to skill requirements (hiring in block). They shall continue down the list and start each new period where they stopped the previous period. Once they reach the point in which the regular orders have reached their highest point (the reset point), start again at the top of the list (continue to do this all week) subject to the following:
1.
 - a) Only go beyond the point where the list meets (the reset point) that day to order those employees who did not have either a regular order or replacement order that day (08h00 to 08h00);
 - b) employees who were skipped over in obtaining other employees with skills; and
 - c) employees who did not get a regular order because they were on all night or midnight start orders.
 2. When the reset point is reached any day, after ordering employees as per 1(a), (b) and (c) above, start back at the top of the list and continue down till a new reset point is reached. If you do not reach the reset point in any day, then continue down the list for as many days as it takes to reach the reset point.
 3. An employee can only have one (1) replacement call per day (08h00 to 08h00);
 4. After having a replacement call, an employee may still

have a regular order or orders that day (08h00 to 08h00);

5. After having a regular order, an employee may not have a replacement order that day (08h00 to 08h00);

c) Even if the reset point has been reached for the balance of the day, the company will:

1. order those eligible employees above the reset point who have not had a replacement offered them; and

2. order those below the reset point as per 15A.C5b)1.a).

3. The reset point is defined as:

i. when the replacement order meets the regular order; or

ii. whenever a replacement hired is lower than the highest man who has had a regular order; or

iii. whenever an employee given a regular order is higher than anyone who has already been given a replacement order.

d) **ELIGIBILITY FOR REPLACEMENT ORDERS**

When an employee works a midnight start or an 18h00 for all night order, an 18h00 to 05h00 order, or an 18h00 to 08h00 order, either as a replacement or on **their** own regular order, **they** shall not be eligible to be ordered as a replacement for 08h00 the following day.

However, **they** shall still be eligible for regular orders for 08h00 the following day.

An employee who works (paid) until 05h00 shall be eligible for a replacement order at 13h00.

An employee who works (paid) beyond 05h00 shall be eligible for a replacement order at 18h00. If **they are** kept beyond 05h00 for lines work only, **they** will be eligible for

13h00.

Work assignments obtained through the hiring hall in no way affect the foregoing nor is an individual's eligibility to obtain work through the hiring hall in any way restricted by the foregoing.

In the case of an employee who had regular orders for all night but refused them, the employee should be

treated as if **they** worked. Therefore, the employee would not be eligible to receive a replacement order for 08h00 but would be eligible for 13h00 or 18h00 depending upon how long **their** all night job lasted.

- e) Following this process, the company shall advise the hiring hall by facsimile transmission of the final status of the orders, including replacements obtained, and indicate the number of fill-ins required from the hiring hall. All fill-ins after the times set forth above shall be from the general board, provided they are registered with the required skills, and shall be dispatched in accordance with the provisions of Article 15A.A.3 (A-Rules of dispatch for order placed through the hiring hall) herein.

- 15A.C.6** Anyone hired as a replacement or fill-in shall work under the same conditions and guarantees as the employees they replace, except **they may be required to use any skill that they possess after the regular shifting procedure has been followed and prior to going home and** an employee hired as a replacement or fill-in will continue that day as long as **they are** eligible under the Rules of Dispatch. Should **they** leave or become ineligible under the Rules of Dispatch, a further replacement or fill-in shall be obtained, in accordance with Article 15A.C.5(a)

- 15A.C.7** If an employee who was replaced does not phone the company by 16h00 to indicate **their** availability for work the next day, the **person** replacing **them** shall be ordered back for the next day, if such replacement is required and the individual involved is eligible in accordance with the Rules of Dispatch.

15A.C.8 All calls for replacements under Article 15A.C.5(a) above, shall be monitored by a tape system to avoid abuse. In addition, the company will maintain a message receiving system outside of regular working hours to enable a person, who has indicated **they** would be available but subsequently becomes unavailable, to leave word so that the hall may be advised as early as possible to dispatch a fill-in.

15A.C.9 Work-throughs at non-container terminal operations in the Port of Halifax shall be clearly defined as the following:

1. The finish work through on a ship and related terminal shall be to finish:
 - i. the ship;
 - ii. a hatch or deck;
 - iii. a heavy lift;
 - iv. weather sensitive cargo at risk; or
 - v. a railcar(s) required for shunting.
2. The only finish on the terminal shall be to finish the trucks and/or the rail; and
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.

15A.C.10 When an employer's basic work force under Article 6A.04(a) is working on both a ship securing operation, and a terminal operation, there shall be a foreman for each operation except when one employee is working on the terminal. It is clearly understood when there is ship securing on more than one ship there shall be a foreman for each ship.

15A.C.11 When a basic work force under 6A.04(a) is ordered for ship work, they will not be shifted to the terminal during that period except to load/discharge and secure/unsecure cargo to/from mafis/bolsters/flats (which came off the ship and which have to go back on the ship) to/from railcars/trucks with cargo from/for the ship on which they are working. If railcars/trucks are not available the cargo may be grounded.

- 15A.C.12** a) Furthermore, when ordering employees for a midnight start, employees who have worked two (2) consecutive day periods shall only be re-ordered if the hiring hall cannot supply employees and the company concerned is obtaining employees from any source.
- b) **MIDNIGHT START AND EMPLOYEES ORDERED AT 13H00**
- When a company orders employees at 13h00 as first call of the day, and work is not expected to go beyond 18h00, then these employees will also be ordered for the midnight start. If due to unforeseen circumstances the work proceeds beyond 18h00, the employees will continue working as required and also work on the midnight start as ordered. If however, employees refuse to work at 18h00 they are not eligible for the midnight start. It is understood that if the information available at the midnight start ordering times indicates that the employees ordered for 13h00 will work beyond 18h00, then new employees will be ordered for the midnight start as per the Rules of Dispatch in the Collective Agreement.
- c) Employees on a midnight start are not eligible for regular or replacement orders until 18h00.

ARTICLE 15A – D – Local 269

GANGS

- 15A.D.1** Parent gangs will be placed prior to placing outside gangs. However, when reducing gangs on a vessel at the end of a period, a parent gang will not get preference over an outside gang that started on that vessel earlier in the day than the parent gang.

15A.D.2 PLACEMENT OF PARENT & OUTSIDE GANGS

In placing parent gangs, the company shall give preference

of the longer job to the low gang. In placing outside gangs, a company shall determine to which vessel an outside gang is to be dispatched. However, on a vessel the company shall give preference of the longer available job to the outside gangs in the order they are dispatched.

15A.D.3 REQUIREMENT FOR ADDITIONAL GANG(S)

If all available gangs are working and a company needs an additional gang or gangs, it shall inform the Union according to the call procedure and the Union shall dispatch such additional gang or gangs in accordance with the company's request and the company shall have the right to name the foreman of each gang. If such gang or gangs are not supplied by the Union, then the company concerned shall have the right to obtain such gangs from any source.

15A.D.4 Work-throughs at non-container terminal ship operations in the Port of Halifax shall be clearly defined as the following:

- a) The finish work through on a ship and related terminal shall be to finish:
 - i. the ship;
 - ii. a hatch or deck;
 - iii. a heavy lift;
 - iv. weather sensitive cargo at risk; or
 - v. a railcar(s) required for shunting.

- b) The only work through other than 1 above on the ship shall be the order to work through for one hour.

15A.D.5 a) Furthermore, when ordering gangs/employees for a midnight start, gangs/employees who have worked two (2) consecutive day periods shall not be reordered for midnight.

**b) MIDNIGHT START AND
GANGS/EMPLOYEES ORDERED
AT 13H00**

When a company orders gangs/employees at

13h00 as first call of the day, and work is not expected to go beyond 18h00, then these gangs/employees will also be ordered for the midnight start. If due to unforeseen circumstances the work proceeds beyond 18h00, the gangs/men will continue working as required and also work on the midnight start as ordered. Should the gang(s)/employee(s) be on a finish order at 18h00, and the work lasts beyond midnight, the gang(s)/employee(s) may be broken for one hour after finishing the vessel on which they are working and then be brought back on the midnight start.

- c) Gangs/employees on a midnight start are not eligible for regular orders until 18h00.

15A.D.6 RORO GANG EXTRAS

- i. Extras working with a gang on RoRo shall have the same order as the gang with whom they are working (i.e., 18h00 to 22h00, 18h00 to a finish or 18h00 for all night) except that in the case of the Sanderling or substitute vessel, when a gang is ordered for all night, starting at Autoport, then the extras in excess of six (6) may be ordered to a finish. In the case of more than one gang working at Autoport on RoRo on orders of varying duration, then the total extras will for the purpose of determining which order they are on, shall be proportionately distributed amongst the gangs. In the case of an uneven distribution the greater number shall receive the longest order.
- ii. At Autoport the number of extra employees shall be limited to a total of eight (8) per vessel, regardless of the number of gangs employed. This limit may be exceeded when sufficient regular gangs are not available.
- iii At Autoport when there is a reduction of a gang(s) on the same vessel in any subsequent work period that day, then a maximum of three (3) extras per gang may be ordered back for the subsequent work period, unless the reduction in gangs and/or extras was due to lack of space on the water side.

If there is a reduction at noon and a re-order for 18h00 the order shall be given by 11h30.

15A.D.7 Gangs - Shifting Employees

A) Whenever the company has reached that point where they must go to “any available source” to find labour, the company will shift employees who are working and they will be guided by the following:

1. whenever there is a requirement to shift, the first employee will be required to shift;
2. the sequence of persons to be ordered to shift shall be:
 - a. Employees Not Operating Equipment
 - i. hold/deck
 - ii. brow
 - b. Equipment Operators
 - i.. small machine
 - ii. yard tractor
 - iii. toplift
 - iv. clamp
 - c. Hatchtender
 - d. Other
3. if no one can be found within the gang wherein the skill is required, then go to the employee who has the required skill working in the highest gang and continuing down from gang to gang if necessary;
4. if no one can be found, then go to the high extras and continue down from extra to extra until the employee with the skill can be located;
5. the foregoing shall apply to shifts on the same vessel only;
6. shifts from other vessels shall be on a voluntary basis only;

7. an employee who is shifted and who has completed the order to which **they have** been shifted, may return to **their** original position. It will be necessary for **them** when the job **they have** been shifted to ends, to advise **their** original foreman to ensure that the employee replacing **them** is advised and in sufficient time to prevent that individual who is replacing **them** from returning in a subsequent period.

The foregoing items will be subject to the company's discretion to not shift the employee working in a skill which may be difficult to replace.

- B)** When gangs are ordered to "6 to 10", "6 to all night" or "6 to a finish", the low gang shall finish the ship by bumping higher gangs.

15A.D.8 LINESWORK ON GRAIN VESSELS

Employees from the gang system shall perform all lineswork on grain vessels except that the grain employees who are already employed may perform lineswork (docking shifting and undocking) including on any vessel(s) which must be shifted/let go in order to dock the vessel on which they are going to work. The grain foreman or walking boss may be one of the four or six linesmen working with the employees from the gang when the employees from the gang system are docking the vessel in order to spot the vessel. Employees cannot shift lines on vessels while cargo is being loaded but may shift lines when cargo is not being loaded. A vessel may shift on its own lines once they are secured. In the event, the lines have to be moved to facilitate shifting and shifting is done during a meal period, then those who should have been or were employed to do lines will be paid for the full hour, forfeit their meal break and their rate shall revert at the start of the period.

15A.D.9 ORDERING BY ALPHABETICAL LIST FOR LINESWORK

The foreman of the lowest eligible gang shall call members of **their** gang in accordance with an alphabetical listing of the

gang members. If an employee is not available, the foreman will go to the next employee on the list. If there are not sufficient employees available from the first gang, the foreman shall notify management who in turn shall call the foreman of the next lowest eligible gang who shall call the members of **their** gang. This procedure shall continue from gang to gang until the required complement is obtained. Each foreman who performs the calling shall be entitled to each lines order for which **they are** called. The foremen shall follow an alphabetical rotation through **their** gang for each order and start calling members of **their** gang from wherever **they** last stopped. When the foreman is not available, the sub-foreman shall be contacted, and when the sub-foreman is not available, the next gang member in accordance with the alphabetical list will be called, and so on. However, gang members must declare themselves as willing or not to assume the responsibility of calling other members of the gang for lineswork, in order to be eligible to be called.

15A.D.10 ORDERS TO FILL-INS FOR LINESWORK

When a gang is employed and a direct order back is given for lineswork, fill-ins are eligible to receive the order if there are insufficient gang members employed to fill the order. Once the gang is checked in, fill-ins are not eligible to receive an order for lineswork. The order will go to regular gang members, then from gang to gang.

15A.D.11 LINESWORK-GANGS

In the case of tying up a vessel(s), the employer shall provide not less than two (2) hours' notice of a lines order to the lines foreman (gangs) or Hiring Hall, except when persons are already employed with the company which is to perform the lines work. In the case of letting a vessel go, the employer shall provide not less than one (1) hours' notice of a lines order to the lines foreman (gangs) or Hiring Hall, except when persons are already employed with the company which is to perform the lines work. Payment shall be in accordance with Article 4A.10 e).

Employees who are already employed and working at Autoport shall be provided with a minimum of forty-five (45) minutes travel time to cross the harbour to do lines at the Cruise, Ocean or Richmond terminals or vice versa.

- 15.A.D.12** When the situation arises that a gang foreman is to be absent from the work place for an extended period of time, the employer / HEA will notify the Union in writing of the effective date and the expected duration of the foreman's absence. The gang sub-foreman, who for the period of the absence will be considered the foreman for all intents and purposes as it relates to the application of the collective agreement, will assume the foreman's position and responsibilities. Similarly, a member of the affected gang will be appointed by management to assume the role of sub-foreman for the duration of the absence.

ARTICLE 16A – OFFSHORE SUPPLY BASE OPERATIONS **– Local 269**

16A.01 Notwithstanding other provisions to the contrary herein, the following shall apply to a supply base for offshore oil and gas industry operations:

- a)** The type of work involved is the loading/unloading of supply vessels (e.g., the type of vessels used for the purpose of supplying offshore drilling rigs), the receiving and delivery of materials used by the offshore oil and gas industry and/or the supply base as well as the handling of such materials within the supply base.
- b)** The provisions of Articles 2A.06(a)2 and 2A.06(b) shall apply, with the following exceptions:
- the operation of the dry bulk loading systems as well as the receiving of dry bulk commodities in bulk form;
 - securing/unsecuring aboard supply vessels;
 - handling ship's lines for supply vessels.
- c)** Such operations are eligible to be done by a basic work force or employees from the hiring hall or a combination of both

and there shall be no separation of ship work and non-ship work. Furthermore, there shall be no minimum manning within this operation.

- d) In the event an emergency delivery to an offshore rig, by other than a supply ship, is required at a time that employees are not working at the base, then it is understood that such is not covered by this agreement. However, should such delivery be done by a supply ship, then members of the basic work force shall be called in at whatever time required for the purposes of performing any work necessary to deal with the emergency. In such case, the minimum guarantee shall be four (4) hours at the appropriate rate. In such cases, a foreman shall be required. In such case, the minimum guarantee shall be five (5) hours at the appropriate rate when ordered to commence work between the hours of 18h00 and 07h00.
- e) The Halifax Employers Association agrees that notwithstanding the item in Article 2A.06(f) of the collective agreement as it relates to company-owned or leased machines, it is understood that the operation of any leased equipment, which is part of the on-going regular operation, shall be the work of Local 269.
- f) It is agreed that at an Offshore Supply base Operation, when employees report to work for an 18h00 to a “finish” order (new orders or back to a finish), then there shall be no reduction of employees until all work ceases.

ARTICLE 17A – EMPLOYMENT OF NEW EMPLOYEES
– Local 269

17A.01

- a) The parties recognize the employees who make up the cardboard.
- b) Future Union members shall be selected by the Union from the cardboard.

17A.02

- a)** The parties recognize that the employment of new employees is the responsibility of the employer; it is understood that new employees are those other than employees who are members of the Union or the cardboard.
- b)** Should the employer intend to employ new employees in the cardboard for reasons of work level or back-up labour availability, it shall so advise the Union in writing at least sixty (60) days in advance.
- c)** The Union shall refer sufficient candidates to the employer and the employer shall consider only candidates referred by the Union, provided that in so doing, the employer can meet all its legal obligations.
- d)** If the employer conducts an interview of any candidate(s) for employment, the Union shall be afforded the opportunity to attend.

The employer may elect to evaluate candidates, including aptitude tests and/or medical examinations, in which case the Union and the candidate shall be informed of the results.

The Reid Test and the Arcon Test will not be used in future hirings. The HEA agrees to consult the Union prior to the implementation of any tests.

Only those candidates who meet the employer's criteria as referred to herein shall become employees on the cardboard.

- e)** The parties agree that any individual who is neither a Union member nor a member of the recognized cardboard set forth herein, but who wishes to seek work through the Hiring Hall as casual labour, must as a condition of being eligible to be dispatched, sign a waiver form (attached hereto) releasing both I.L.A. Local 269 and the employer from any obligation, attachment or work priority beyond the work period(s) for which the individual is dispatched.

**ARTICLE 18A - SENIORITY AND POSTING FOR VACANCIES,
ADDITIONS AND TRAINING – Local 269**

18A.01 As soon as possible following the signing of this Collective Agreement, the Union will provide Management with a list of their members as of the date of the signing in the order of and showing each member's seniority date. Thereafter, the Union undertakes to advise Management in writing of any additions or deletions to such list.

A) Each of the following situations will require its own separate posting and application to be used:

i) When gang replacements are required because of vacancies, management agrees to post the position as a port wide posting and seniority shall apply.

ii) selection for the gangs, and

iii) training from within the gangs.

B) An applicant who joins a CTO basic workforce in order to be "trained up" must successfully complete all of the requisite training to be able to remain on the basic workforce. When a selected employee fails to successfully complete the training, as described in the posting, then that employee shall be removed from the work force and replaced. If thirty 30 days has passed since the original posting selection date, then the new applicant for this position shall be selected from applicants from a new posting.

18A.02

a) Without restricting the rights of the parties set forth elsewhere in this agreement, it is agreed that the following procedure shall apply for the purposes of obtaining candidates from among Union members in cases of increasing the size of a basic work force, filling vacancies in a basic work force or a gang and/or for obtaining candidates for training.

b) Management shall post a notice for a period of seven (7) days at all pre-determined posting locations (e.g. locker

rooms, hiring hall). Such notice shall include the skills and relevant qualifications required and, in the case of a training program, the anticipated commencement date. This shall include posting for training on the ships deck skills, including hatchtender for the gangs.

- c) Management shall provide application forms which may be obtained by applicants from the Union.
- d) Union members who wish to apply for a posted position may do so by completing an application form and returning it to the Union no later than seven (7) days following the posting period referred to in Article 18A.02(b) above. The Union shall stamp each application form as to its date of receipt and immediately remit the original to the Halifax Employers Association.
- e) Within a period of seven (7) days following receipt of the last application in accordance with Article 18A.02(d) above, Management shall determine which of the applicant(s) is/are successful, subject to any evaluation of applicants' skill and medical fitness that it may require and the Halifax Employers Association will advise the Union in writing as to the names of the successful applicants.

f) Adding New Members to the Basic Work Forces - Sequence & Charging

Employees who become members of a basic work force shall be added to the equalization list above the highest employee and in the sequence of their union seniority. Highest means more earnings.

They will be charged with an amount equal to what the high person is charged plus for each additional position added an additional dollar will be added to the new employee's earnings.

In the second week of new members' employment they will again be charged with the amount equal to what the high person is charged plus for each additional position added an additional dollar will be added to the new employee's

chargeable earnings.

18A.03

- a) It is understood that in the selection of candidates for a basic work force or a gang through this posting procedure, Management shall first consider skills and relevant qualifications and when skills and relevant qualifications are relatively equal, then seniority (where applicable) shall prevail.
- b) The relevant skills for joining a basic work force under Article 6A.04(a) shall be yard tractor and forklift under 15 tonnes.

18A.04

- a) It is understood that whenever there is a requirement within a basic work force for more employees in a skill, save and except Yard Tractor, the Company shall first attempt to obtain its needs through training members of its basic work force prior to hiring employees from outside the basic work force. In the event the Company must seek employees from outside the Basic Work Force, then the relevant provisions of Article 18A.02 shall apply and, in addition to the normal entry level criteria, candidates must agree to successful completion of training to the originally required skill level.
- b) It is understood that for training within a basic work force, only members of the basic work force involved may apply and from among those who possess the relevant qualifications for such training seniority shall be the determining factor.
- c) It is understood that in selecting candidates for training on lift-truck under 15 tons capacity (including pusher) or yard tractor through this posting procedure, Management shall first consider a candidate's physical ability to be trained and thereafter, seniority (where applicable) shall be the determining factor among able candidates.
- d) It is understood that in selecting candidates for training on Toplift and/or Ship Tractor, then in addition to physical ability the relevant qualifications for training on Toplift shall be Lift

Truck (under 15 ton) and for training on Ship Tractor, it shall be Yard Tractor. Thereafter, seniority shall prevail.

18A.05

- a)
 - i. There shall be no evaluation except as part of a training program for mobile equipment. It is understood that should an employee be qualified in a pre-training evaluation there shall be no requirement to train such an employee.
 - ii. Management may at any time train employees on the cardboard/back-up pool as it exists at the time of the training and in the numbers deemed necessary by management.
- b) Union members shall at all times have priority for training in present or future equipment and all skilled jobs.
- c) Selection for training will be based on union seniority, however, an employee who is selected for training and does not successfully complete that training shall not be eligible to apply to or be considered for a vacancy posted to fill the position that **they** failed.

18A.06

- a) In the case of training the following sequence of skills will constitute the required progression by members of a Container Terminal Basic Work force as referred to in Article 6A.02 a).
 - (a) yard tractor
 - (b) front end loader
 - (c) yard gantry
 - (d) gantry crane
- b) It is understood that skills an employee brings with **them** into the workforce will not be considered for the purpose of selection for training save and except the skill of yard tractor.
- c) An employee who does not apply for training in a certain skill, (e.g. F.E.L.), shall not be refused training in that skill at a

future date, pending the seniority as written in Article 18A.04 (b).

- d) In Article 18A.04 b), it is understood that the term "relevant qualifications", shall be defined as follows:
- i) yard tractor is the only relevant qualification for front end loader training.
 - ii) front end loader is the only relevant qualification for yard gantry training.
 - iii) yard gantry is the only relevant qualification for ship gantry training.
- e) When a company posts for a skill, the posting will clearly indicate that it is also soliciting applications from members of the basic work force who do not hold the next lowest skill in the sequence of progression relevant qualifications in the event there are not sufficient applicants with the relevant qualifications provided they agree to be trained in the skills required to progress to the skill posted.
- The selection shall be done at each level according to union seniority.
- f) In Article 18A.03 a), it is understood that the only skills and relevant qualifications for joining a Container Terminal Basic Work Force under Article 6A.02 a) is the skill of yard tractor.
- g) The reference to skills other than yard tractor for the purpose of progression is only to those skills particular to the container terminal where the basic work force member is employed.
- h) For the term of this Collective Agreement, **(January 1 2022 to December 31, 2025)** Management agrees to provide a training program on toplift. Eligible employees are those employees who are members of the union and are physically capable of operating the equipment, who do not have the skill and who apply when this matter is posted. Not less than fifteen (15) employees will be trained per year and not later than October 1st of each year.

18A.07

It is understood that whenever employees from the cardboard offered training under this Collective Agreement on forklift under 15 tonnes, yard tractor and clamp machine wages for such training shall be paid the minimum wage for the Province of Nova Scotia in effect at the time.

Whenever they are trained on any other equipment, wages for such training shall be paid at the union rate.

18A.08 Progression

Legitimate medical de-registration from skills shall not prevent progression to next highest skill.

18A.09 Training - Ships Deck Skills

For training on the ships deck skills, including hatchtender for the gangs, there shall be a classroom component and a third party evaluation(s) for each of these training programs.

ARTICLE 19A – TRAINING AND TRAINERS – Local 269

19A.01 Training

NOTE: Training Also Includes Evaluations and Integration

The HEA shall provide the union with written notice of training, whenever training has been scheduled. If training is cancelled, postponed or rescheduled, for whatever reason, then the union shall also be notified as soon as possible. Training resulting from a posting shall not be cancelled unless mutually agreed to by the parties.

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.

An order for training shall be considered an employee's regular order, which **they are** obliged to follow.

Employees who are ordered for training at 08h00, will not be given regular or replacement orders for 18h00 to 08h00, 18h00-ALL NIGHT, MIDNIGHT START, MIDNIGHT, 06h00 or 07h00 lines immediately prior to the start of training. They will, however, be eligible to be dispatched from the hiring hall at any time if they are not training, except for orders for all night and the midnight start.

Employees on training with a planned duration of one (1) day [eight (8) hours] or more, will not be given any orders during the time they are on training, unless there is a break (i.e. one full day).

Employees ordered for eight (8) hours of training commencing at 08h00 are not eligible for any other regular or replacement order for that day and shall not be eligible for 18h00 to 08h00, 18h00-ALL NIGHT, MIDNIGHT START, MIDNIGHT, 06h00 or 07h00 lines immediately prior to the start of training.

Employees on training with a planned duration of four (4) hours are eligible for other regular orders that day subject to the rules of dispatch (i.e. refer to the principles of Articles 3.02(a) and 15.A.12(iii)).

Employees ordered for four (4) hour training commencing at 08h00 are eligible for regular orders at 13h00, 18h00 or MIDNIGHT, and 06h00 or 07h00 lines following the training but are ineligible for 18h00 to 08h00, 18h00 to 05h00, 18h00-ALL NIGHT, MIDNIGHT START, MIDNIGHT LINES, 06h00 or 07h00 lines immediately prior to the start of training.

Employees ordered for four (4) hour training commencing at 13h00 are eligible for a regular or replacement order at commencing at 08h00 but are ineligible for regular orders at 18h00, MIDNIGHT START, or MIDNIGHT lines following the training. They are also ineligible for 18h00 to 08h00, MIDNIGHT START, MIDNIGHT LINES immediately prior to the start of training. They are, however, eligible for a 18h00 to 22h00, 18h00 to a finish or a defined 18h00 to 05h00 order immediately prior to the training.

Members of basic work forces who have been ordered for training will be struck from the list and the next person up the list will be ordered, similar to the "off list" provision. This also applies to orders for 18h00-ALL NIGHT, MIDNIGHT START, MIDNIGHT LINES, 06h00 or 07h00 lines immediately prior to the start of training for which the employee is not eligible.

Trainees will be charged whatever they make on training, which is on their basic work force. If it is not, then they will be charged with the lesser of what they make on training or whatever they would have earned on their regular orders.

Local 269 represented trainers will only be charged with those regular orders which they would have had, had they not been on training.

The union will not dispatch and the company will not employ an employee who is on training.

The foregoing includes both the Local 269 represented trainers and the trainees.

When union members are being trained on yard gantry crane or ship gantry crane, or ship's pedestal crane, they may be paid at straight time for two four-hour time and a half periods per training course. Additional training at straight time rates may take place if mutually agreed to by the Trainee and the Trainer.

19A.02 Trainers Local 269

When Management employs members of Local 269 as trainers to perform training on behalf of the HEA, then those members shall report to directly to the HEA while conducting their assigned duties related to training but shall continue to be represented by Local 269.

The HEA, at its sole discretion, shall determine who shall be utilized to train ILA members. This may, at management's discretion, include the selection and use of trainers represented by the ILA. Nothing in this agreement shall restrict management's ability to hire external trainers and/or contract out training or training related functions, nor require the use of ILA represented trainers. Furthermore, the HEA shall determine the number and qualifications of ILA represented trainers required at any particular time.

1. The first obligation for an ILA represented trainer who accepts a position as a trainer is to follow their order for training.
2. Should an order for training be cancelled and as result of such cancellation, trainers or trainees miss their regular orders, the HEA will compensate them for such missed order.

3. When members of the union are employed as trainers, they shall be paid an hourly flat rate as listed below (which is deemed to be inclusive of all premium, special, or overtime pay. No additional compensation is required regardless of when the training takes place or the type of training involved).

Effective January 1, 2022 - \$67.58

Effective January 1, 2023 - \$70.96

Effective January 1, 2024 - \$73.80

Effective January 1, 2025 - \$76.57

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

JOB DESCRIPTION

TRAINER – LOCAL 269

Responsibility

Reporting to the HEA, a trainer is primarily responsible to conduct training and provide an accurate and objective evaluation of the trainee(s) ability. In conjunction with Management, trainers are also required to ensure training programs and plans are successfully implemented in accordance with overall training requirements as determined by management.

Functions

Assist management in the development, maintenance and delivery of training programs.

Conduct training and supervise trainees assigned to them. Objectively evaluate students against established standards. Complete training reports. Report any and all incidents or accidents to HEA/management which may occur during training when they occur and assist as required in any resulting investigation. Perform other duties as may be required.

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 269**

**Forthe 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, 
Kévin Piper

APPENDICES LOCAL 269

APPENDIX "A" - WAGE SCHEDULES – LOCAL 269

The wage schedules shall be prepared (as in past) to reflect the basic hourly wage rate of **\$43.94** as of 1 January **2022**; **\$46.14** as of 1 January **2023**; **\$47.99 as of 1 January 2024 and \$49.79** as of 1 January **2025**; **and** are deemed to be included as part of this Collective Agreement.

APPENDIX "B" - WAIVER FORM – LOCAL 269

- ARTICLE - 17A.02 (e)

I, _____ hereby acknowledge that in the event I am at any time dispatched by I.L.A. Local 269 to work for a member employer of the Halifax Employers Association, my status as an employee shall exist only for the duration of each individual work assignment.

I further acknowledge that any such assignment(s) shall not in any way constitute a basis of entitlement to any priority whatsoever of assignment to work nor an attachment to or obligation on the part of I.L.A. Local 269, the Halifax Employers Association or its member employers with respect to my present or future rights and/or status.

I hereby release I.L.A. Local 269, the Halifax Employers Association and its member employers from any future obligation with respect to my employment and/or Union membership status.

Signed:

Date:

Witness:

(I.L.A. Local 269)

c.c. Halifax Employers Association

APPENDIX “C” – LOCAL 269

LETTER OF UNDERSTANDING

BETWEEN

HALIFAX EMPLOYERS ASSOCIATION

AND

ILA LOCAL 269,

COUNCIL OF ILA LOCALS FOR THE PORT OF HALIFAX

This letter is to confirm the agreement between the Parties, that upon the expiry of the ten (10) year collective agreement between ILA Local 269 and Logistec and QSL, respectively, the work covered by those collective agreements will transfer to the jurisdiction of ILA Local 269, Council of ILA Locals subject to any review an/or finding by the Canadian Industrial Relations Board. The ten (10) years shall commence upon the signing date of those collective agreements.

The Parties are signing this letter to ensure that after the aforementioned ten (10) years there shall be no dispute between the Parties with respect to jurisdiction related to this work.



ILA Local 269, Council of ILA Locals



Halifax Employers Association

OCTOBER 23, 2023

APPENDIX "D" – LOCAL 269

SAUDI VESSELS – PSA HALIFAX ATLANTIC HUB

The following work conditions will exist when a Saudi Vessel is involved:

1. Only Ship's Tractor Operators from the working RoRo Unit(s) will be permitted to go to Pier 34 for the purpose of transporting Saudi cargo to/from the vessel(s).
2. All work at Pier 34 will be performed by people from the Hiring Hall.
3. **PSA Atlantic Hub** will employ a Foreman at Pier 34 whenever they have employees employed there. This will be over and above the Foremen employed inside the **PSA Atlantic Hub** complex.
4. If more than one (1) RoRo Unit is employed on the above vessel(s), there shall be a Foreman for each unit.
5. It is the intention of **PSA Atlantic Hub** to permit the Basic Work Force to reduce to 70 employees; however, it may be increased to 75 employees subject to operational needs. If it is determined by **PSA Atlantic Hub** (due to increased cargo traffic) that a need exists to increase the Basic Work Force above 75 employees, the reasons will be reviewed with the Union prior to posting a vacancy notice.

APPENDIX “F” – LOCAL 269

CONTAINER TERMINAL OPERATIONS
"ORDERING - EXTRA EMPLOYEES"

1. (a) Extra employees ordered as additions to a crane unit for the purpose of meeting the manning provisions of the Collective Agreement, will be ordered in the terminal complement.

(b) They are shown with the terminal complement and treated as terminal.
2. These extra employees supplementing a crane unit will be "replaced" by terminal employees who are lower prior to reducing the lower employees when there is a terminal reduction.
3. Glut employee, extra hatchtender(s) or extra beyond 12, 16, or 18 are highest within the terminal complement.
4. When no gantry crane is being used the 12 employees are ordered as per Article 7A.01(a)(3) for ship work. They will be ordered together. It is understood that they are not part of the terminal complement. They will not be replaced by crane units and extra employees.
5. Extras with RoRo unit are ordered after each unit. They are not treated as terminal.

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**

APPENDIX G-1B – LOCAL 269
(In the Case of Foreman, Walking Bosses ONLY)

**MEMORANDUM OF AGREEMENT
BETWEEN
THE HALIFAX LONGSHOREMEN’S ASSOCIATION
LOCAL 269 I.L.A.
AND
HALIFAX EMPLOYERS ASSOCIATION**

Hours of Work

The parties agree that the Collective Agreement shall be modified to the extent necessary to give effect to the “four period rule” including but not limited to

1. After working three (3) consecutive periods an individual cannot accept an all night order nor follow their regular order after working four (4) consecutive periods.
2. An individual who has worked four (4) consecutive periods shall not be eligible to work until the individual has been off for the required minimum number of hours.

APPENDIX G - 2 – LOCAL 269
(In the Case of Foreman, Walking Bosses ONLY)

FOUR PERIOD RULE

Effective 08h00 Sunday March 14, 1999

ALL EMPLOYEES - EXCESS HOURS

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) lineswork;
 - c) employees held and checked in (unable to bring to complement);
 - d) 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;
 - e) a period as referred to in Article **5A.04 b).**

Agreed between I. L. A. Local 269 and the Halifax Employers Association March 5, 1999.

APPENDIX G - 3 – LOCAL 269

PROCEDURE NO. 1 - EFFECTIVE 08H00 SUNDAY MARCH 14, 1999

FOREMEN/WALKING BOSSES - ORDERING

- 1.1 Notwithstanding the provisions of the Collective Agreement, walking bosses and foremen on a basic workforce will be offered “replacement and second work opportunities” subject to the four (4) period rule, prior to ordering subs or the company appointing a foreman/walking boss.
- 1.2 A foreman/walking boss, even in single position, cannot turn down their regular order at 08h00, 13h00 or 18h00 and still be ordered later in the day.
- 1.3 A foreman/walking boss may refuse a second work opportunity or replacement for an all night order or midnight start order in which case they shall only be allowed to take an order for 18h00 to 22h00 or 18h00 to a finish from their company or hiring hall.
- 1.4 For replacements and second work opportunities, etc., start at the high foreman/walking boss not working as a foreman/walking boss. Rotate through the list for each new order.
- 1.5 A second terminal foreman is the last foreman ordered. When reducing a terminal foreman at noon the high foreman will always be reduced.
- 1.6 A regular foreman who has a regular order for either all night or a midnight start may not be ordered for 08h00 except as a last resort (i.e. all other regular foremen must be asked first).
- 1.7 A walking boss, foreman or their subs who has worked either an “all night” order or a midnight start order and accepts a replacement or second work opportunity at 08h00 and does not follow that order at 08h00 shall not be eligible for any other orders, except **their** regular orders, that day. **They** may decline to continue at 13h00 in order to be eligible for a regular order at 18h00 or midnight.

- 1.8 Foremen on a basic workforce who do not follow their regular order at 08h00, 13h00 or 18h00 because of the “four period rule”, may not be offered replacement and second work opportunities later in the day unless all eligible regular foremen and all eligible sub-foremen have been asked.

SUB'S - ORDERING

- 2.1 When ordering subs, start at the high sub not working. If none are available, shift the high sub not otherwise required. If none are available, the company will appoint a sub.

- 2.2 A sub who does not have a regular order, who is ordered as a sub, will not be eligible to receive a replacement order for the period of the day.

Note: This order will not cause the list to be reset (Article 15A.B6)

- 2.3 A basic work force member who is a sub who refuses a replacement for **their** basic work force, will not be given a foreman/walking boss's job. This includes refusing a direct order back for a replacement job which is continuing.

- 2.4 Shifting of a sub to a foreman/walking boss's position will be in accordance with Article 15A.B15 shifting of employees. Under these circumstances this is not considered a replacement order, however, **they are** considered to have been given another order.

- 2.5 A sub who is shifted to a foreman/walking boss's position will be charged in the same manner as employees are charged under the shifting procedure.

- 2.6 A sub may be shifted from a sub position to a position on **their** own basic work force if the need arises.

- 2.7 A sub who has a regular order for either all night or a midnight start may not be ordered as a sub for 08h00 except at any available source.

ORDER FOR TRAINING

- 3.1 When a foreman, sub-foreman or walking boss is scheduled for training, such as first aid, due diligence, rigging, etc., it is considered **their** regular order and the relevant provisions of the Collective Agreement are applicable.

APPENDIX G – 4 – LOCAL 269

ALL OPERATIONS

WEATHER CHECK-INS

Notwithstanding Appendix G-2 [Four Period Rule (4a)] for the purpose of regular orders, it is agreed that employees who are ordered in and paid the weather guarantee are deemed to have worked the period(s) for which they received the weather guarantee.

APPENDIX G-5 – LOCAL 269

JOINT PROCEDURE **SHUFFLING DOWN** **JUNE 2, 2008**

The following joint procedure as agreed to by the parties may be cancelled by either party with 30 days' notice to the other party”.

Shuffling down is applied to:

- Offshore Oil Basic Work Forces,
- Basic Work Forces (non CTO) under old Article 6.04 a),
and
- Persons employed under old Article 6.04 b).

Shuffling down is the process by which all persons who continue to be employed in the above groups are moved down within the group to fill any vacancies.

Persons will shuffle down whenever a vacancy is created due either to a Company reducing the number of persons employed, persons not reporting for work as ordered or a person(s) not continuing. This will however not apply in the case of a BWF member(s) who are called as replacements.

(In the event of an intended reduction, and a BWF member or non-BWF member is not returning in the subsequent period, then this will count as a reduction.)

Employees' positions, from low to high, will be determined as follows:

1. Members of the BWF will assume their position based on their position on the weekly earnings list. After these persons, come the additions/extras.
2. Additional or extra employees will be ordered from the Hiring Hall based on the required skill, with the persons dispatched first deemed to be the lowest and the last being the highest.

When more than one (1) person is dispatched at the same time, then the sequence in which they appear on the dispatch slip will determine their position. The first person on the slip is deemed to be the lowest and so on.

REDUCTIONS, RE-ORDERS AND MEAL HOURS

The procedure to be followed for reductions and re-orders shall be as follows:

- a) The low employees shall work the meal period unless otherwise provided for herein.
- b) In the event there is a reduction of employees and a reorder for the following period, then the high employees shall work the meal period with the low employees being reordered.
- c) In the case of employees being reduced and the reduced employees are being re-ordered for a later work period, then the low employees will be reduced and re-ordered. In addition, should meal hour work be required at the time of reduction, then the low employees will work the meal period.
- d) In the case of employees being reduced and the reduced employees are not re-ordered, then the high employees will be reduced.

All skills held by the persons employed/to be employed will be considered for the foregoing.

NOTE: Notwithstanding the foregoing, the container terminal operators will obtain replacements and fill-in's for the Blockers & Securers as they do for the Basic Workforce.

Agreed to by the parties on the 3rd day of June 2008.

**APPENDIX "H" – LOCAL269
SENIORITY
AS AT 30 SEPTEMBER 2023
ACCORDING TO THE RECORDS
IN THE HIRING HALL**

| NUMBER | NAME | DAY | MONTH | YEAR |
|---------------|------------------|------------|--------------|-------------|
| 21644 | REID, EDWARD | 1 | 7 | 1981 |
| 22642 | BLACKBURN, WADE | 1 | 10 | 1981 |
| 18428 | MURPHY, PATRICK | 1 | 10 | 1981 |
| 19282 | CRANSTON, DAVID | 1 | 7 | 1982 |
| 21471 | RAFTUS, GORDON | 1 | 4 | 1983 |
| 24707 | MCSWEENEY, DUANE | 16 | 2 | 1989 |
| 25533 | PIPER, KEVIN | 19 | 2 | 1989 |
| 24002 | MCINNIS, KEVIN | 19 | 2 | 1989 |
| 20646 | LUCIANO, RUSSELL | 19 | 2 | 1989 |
| 23824 | RHODENIZER, FRED | 19 | 2 | 1989 |
| 24742 | SABINE, DONALD | 19 | 2 | 1989 |
| 24522 | BUTLER, RANDY | 19 | 2 | 1989 |
| 23819 | MCCRATE, BRAD | 19 | 2 | 1989 |
| 24987 | PACE, JOHN | 19 | 2 | 1989 |
| 25378 | MCGINN, THOMAS | 18 | 2 | 1990 |
| 25601 | HILL, ROLAND | 1 | 4 | 1990 |
| 25690 | LONGAPHY, EDWARD | 1 | 4 | 1990 |
| 25513 | ROBERTSON, RANDY | 3 | 7 | 1990 |
| 25269 | PACE, DUANE | 1 | 1 | 1991 |
| 25655 | MOORE, NEIL | 1 | 1 | 1991 |
| 25339 | COLEMAN, WILLIAM | 1 | 1 | 1991 |
| 25762 | HILLIER, PAUL | 2 | 7 | 1991 |
| 25405 | HOLMES, MICHAEL | 2 | 10 | 1991 |
| 24315 | WEST, TROY | 2 | 10 | 1991 |
| 21482 | BONNAR, ROBERT | 2 | 10 | 1991 |
| 24043 | MCINNIS, CRAIG | 3 | 1 | 1992 |
| 23522 | COMEAU, VERNON | 1 | 1 | 1997 |

| | | | | |
|-------|-------------------|---|---|------|
| 25499 | HARNISH, RAYMOND | 1 | 1 | 1997 |
| 23151 | PYE, TODD | 1 | 1 | 1997 |
| 25481 | MCDONALD, JAMES | 1 | 1 | 1997 |
| 25527 | BONA, RAYMOND | 1 | 1 | 1997 |
| 25613 | PINKNEY, GREGORY | 1 | 3 | 1997 |
| 24803 | JEWERS, RAYMOND | 1 | 3 | 1997 |
| 24869 | KAULBACK, PAUL | 1 | 6 | 1997 |
| 25434 | PYE, BRADLEY | 1 | 6 | 1997 |
| 24175 | JEWERS, ROBERT | 1 | 6 | 1997 |
| 23534 | JEWERS, DENNIS | 1 | 6 | 1997 |
| 24268 | CLUETT, COREY | 1 | 6 | 1997 |
| 25796 | FLEMMING, JOHN | 1 | 6 | 1997 |
| 21589 | SARTY, RICHARD | 1 | 6 | 1997 |
| 25515 | BUTLER, ALAN | 1 | 6 | 1997 |
| 26946 | MACPHEE, MICHAEL | 1 | 5 | 2000 |
| 26487 | FORGERON, WAYNE | 1 | 5 | 2000 |
| 26742 | ARTHUR, COREY | 1 | 5 | 2000 |
| 26195 | HORNE, WADE | 1 | 5 | 2000 |
| 23451 | ERNST, RANDALL | 1 | 5 | 2000 |
| 24573 | KEENEN, DANIEL | 1 | 5 | 2000 |
| 26444 | FARRELL, TIMOTHY | 1 | 5 | 2000 |
| 26606 | MACPHEE, JAMES | 1 | 5 | 2000 |
| 26861 | GODWIN, TREVOR | 1 | 5 | 2000 |
| 24592 | HAWES, WALTER | 1 | 5 | 2000 |
| 26963 | VERGE, JOHN | 1 | 5 | 2000 |
| 23546 | CASEY, DERECK | 1 | 5 | 2000 |
| 26639 | HANNA, KAMAL | 1 | 5 | 2000 |
| 26858 | HAWES, GARY JR. | 1 | 5 | 2000 |
| 23542 | MOORE, KEVIN | 1 | 5 | 2000 |
| 24147 | FITZGERALD, RANDY | 1 | 5 | 2000 |
| 23870 | HILL, JONATHAN | 1 | 5 | 2000 |
| 27411 | MITCHELL, WILLIAM | 1 | 5 | 2000 |
| 26492 | SNOW, CHRIS | 1 | 5 | 2000 |

| | | | | |
|-------|------------------------|---|----|------|
| 27000 | MONTFORD, GEOFF | 1 | 5 | 2000 |
| 26359 | HILL, RYAN | 1 | 5 | 2000 |
| 22666 | SLAUNWHITE, LYLE | 1 | 5 | 2000 |
| 27413 | WILKIE, LARRY | 1 | 5 | 2000 |
| 26949 | SANDERSON, TONY | 1 | 11 | 2000 |
| 26906 | MARTELL, SHANE | 1 | 11 | 2000 |
| 25600 | PROUDE, DOUG | 1 | 11 | 2000 |
| 26344 | COMEAU, GLEN | 1 | 11 | 2000 |
| 27021 | RUDOLPH, CHARLES | 1 | 11 | 2000 |
| 26864 | RAPITTA, LEONARD | 1 | 11 | 2000 |
| 26763 | MESSERVEY, CRAIG | 1 | 11 | 2000 |
| 26928 | PELRINE, GLEN | 1 | 11 | 2000 |
| 26687 | RHODENIZER, CHAD | 1 | 11 | 2000 |
| 27352 | MURPHY, GERRETT | 1 | 11 | 2000 |
| 25626 | SABINE, CHRIS | 1 | 11 | 2000 |
| 25430 | GRABKA, BRIAN | 1 | 11 | 2000 |
| 26065 | LAPIERRE, DAVID | 1 | 11 | 2000 |
| 23545 | LEBLANC, GLEN | 1 | 11 | 2000 |
| 26282 | BARRETT, ANDREW | 1 | 11 | 2000 |
| 26223 | JEWERS, JODY | 1 | 11 | 2000 |
| 26308 | EDWARDS, MARTY | 1 | 11 | 2000 |
| 26965 | DOWNEY, BRIAN | 1 | 11 | 2000 |
| 24209 | COMEAU, LOUIS | 1 | 11 | 2000 |
| 24575 | HALEY, CARL | 1 | 11 | 2000 |
| 26294 | DARRINGTON, WM | 1 | 11 | 2000 |
| 25654 | HOUILHAN, KEVIN | 1 | 11 | 2000 |
| 18824 | MERCER, PERRY | 1 | 11 | 2000 |
| 23257 | TULLY, DALE | 1 | 11 | 2000 |
| 23542 | MOORE, VINCENT (KEVIN) | 1 | 11 | 2000 |
| 26543 | MURPHY, TIMOTHY | 1 | 11 | 2000 |
| 26968 | CAHILL, KENNETH | 1 | 11 | 2000 |
| 26884 | MCCARTNEY, KEVIN | 1 | 3 | 2005 |
| 27906 | TOOKER, CHRIS | 1 | 3 | 2005 |

| | | | | |
|-------|-----------------------|---|---|------|
| 23815 | MILLEY, GREG | 1 | 3 | 2005 |
| 27898 | CARRIGAN, LORA | 1 | 3 | 2005 |
| 28082 | CAREW, DAMIEN | 1 | 3 | 2005 |
| 27385 | PINKNEY, KEVIN | 1 | 3 | 2005 |
| 27380 | MARTIN, PETER | 1 | 3 | 2005 |
| 27852 | BUCHANAN, ANNE | 1 | 3 | 2005 |
| 18362 | PEDDLE, GARY | 1 | 3 | 2005 |
| 27859 | BLOIS, JODI | 1 | 3 | 2005 |
| 27869 | BROWN DOUGLAS, JACKIE | 3 | 3 | 2005 |
| 26126 | MARTIN, JASON | 1 | 3 | 2005 |
| 27856 | DEA, MICHAEL | 1 | 3 | 2005 |
| 27382 | LECAIN, ARTHUR | 1 | 3 | 2005 |
| 26362 | NEWCOMBE, BERNARD | 1 | 3 | 2005 |
| 26881 | JACOBS, TEDDY | 1 | 3 | 2005 |
| 26998 | ANDREWS, DAVID | 1 | 3 | 2005 |
| 26883 | MUNROE, GLEN | 1 | 3 | 2005 |
| 26499 | MARTIN, DANIEL | 1 | 3 | 2005 |
| 27919 | MILLIGAN, DOUG | 1 | 3 | 2005 |
| 27552 | LAWRENCE, DEREK | 1 | 3 | 2005 |
| 28041 | TURNER, ALEXI | 1 | 3 | 2005 |
| 27918 | FLEET, WILHELMINA | 1 | 3 | 2005 |
| 26991 | MESSERVEY, KENNETH | 1 | 3 | 2005 |
| 24720 | MORRISSEY, ROBERT | 1 | 3 | 2005 |
| 18218 | HUBLEY, REID | 1 | 3 | 2005 |
| 27907 | HUBLEY, DAN | 1 | 3 | 2005 |
| 26284 | PARK, DARRELL | 1 | 3 | 2005 |
| 27485 | FINANDERS, ROBERT | 1 | 3 | 2005 |
| 24360 | NICHOLSON, BARRY | 1 | 3 | 2005 |
| 27562 | NICHOLSON, CHRIS | 1 | 3 | 2005 |
| 23529 | KENNY, DEAN | 1 | 3 | 2005 |
| 27509 | MILLS, LAURENE | 1 | 7 | 2005 |
| 28039 | PARKER, BENJAMIN | 1 | 7 | 2005 |
| 28222 | JANES, RICK | 1 | 7 | 2005 |

| | | | | |
|-------|--------------------|----|----|------|
| 27767 | DUDER, DEBORAH | 1 | 7 | 2005 |
| 27480 | STACHOWIAK, MIKE | 1 | 7 | 2005 |
| 28227 | BIGGINS, TIMOTHY | 1 | 8 | 2005 |
| 27472 | JACKSON, MATTHEW | 1 | 8 | 2005 |
| 27650 | NAUFFTS, JAMES | 1 | 8 | 2005 |
| 27692 | POND, KIM | 1 | 9 | 2005 |
| 27636 | KEIZER, GLENN | 1 | 9 | 2005 |
| 27896 | KELLY, MIKE | 1 | 9 | 2005 |
| 23864 | DUNPHY, JERRY | 1 | 9 | 2005 |
| 26880 | MACKELLAR, KELLY | 1 | 9 | 2005 |
| 27419 | LOWE, TROY | 1 | 10 | 2005 |
| 27425 | PELRINE, BRIAN | 1 | 10 | 2005 |
| 27888 | HANNAM, MICHELLE | 1 | 10 | 2005 |
| 27860 | HAMILTON, MICHAEL | 1 | 10 | 2005 |
| 27858 | MACDOUGALL, STACY | 1 | 10 | 2005 |
| 22205 | DWYER, GARY | 1 | 11 | 2005 |
| 27637 | MELKERT, DEMETRIUS | 1 | 11 | 2005 |
| 25580 | GRAY, MARLO | 1 | 11 | 2005 |
| 27361 | LANGILLE, CHAD | 1 | 11 | 2005 |
| 27526 | TOLLIVER, GREGORY | 1 | 11 | 2005 |
| 27408 | CARROLL, JONATHAN | 1 | 11 | 2005 |
| 26985 | LANGILLE, SHAWN | 1 | 12 | 2005 |
| 27678 | TESSIER, LIANE | 1 | 12 | 2005 |
| 27675 | RODDICK, TERRY | 1 | 7 | 2005 |
| 27691 | CROSS, ROBYN | 1 | 10 | 2005 |
| 27366 | DOWNEY, JASON | 1 | 12 | 2005 |
| 27662 | BARBER, GREG | 1 | 12 | 2005 |
| 40202 | VARDY, JASON | 12 | 7 | 2015 |
| 40376 | POWER, TERA | 12 | 7 | 2015 |
| 40218 | COOPER, LAUREL | 12 | 7 | 2015 |
| 28110 | LECAIN, NICK | 12 | 7 | 2015 |
| 27718 | COFFIN, JONATHAN | 12 | 7 | 2015 |
| 27847 | BOCANEALA, FLORIN | 12 | 7 | 2015 |

| | | | | |
|-------|-----------------------|----|---|------|
| 40207 | HAUSWIRTH, KAI | 12 | 7 | 2015 |
| 40785 | STEWARD, MARK | 12 | 7 | 2015 |
| 27824 | O'TOOLE, BLAINE | 12 | 7 | 2015 |
| 26165 | OAKLEY, DAVID | 12 | 7 | 2015 |
| 40768 | COLWELL, ALLAN | 12 | 7 | 2015 |
| 40482 | HOWELLS, QUENTIN | 12 | 7 | 2015 |
| 27458 | BOUTILIER, RONALD | 12 | 7 | 2015 |
| 40770 | SCHRADER, CHRISTOPHER | 12 | 7 | 2015 |
| 27579 | MARTIN, CLYDE | 12 | 7 | 2015 |
| 40347 | HAYWAR, Ben | 12 | 7 | 2015 |
| 27564 | MACDONALD, CORY | 12 | 7 | 2015 |
| 27630 | POWER, ROBERT | 12 | 7 | 2015 |
| 27690 | THOMPSON, RON | 12 | 7 | 2015 |
| 40769 | JENNINGS, RON | 12 | 7 | 2015 |
| 23911 | CORMIER, ROBERT | 12 | 7 | 2015 |
| 27469 | POOLE, CRAIG | 12 | 7 | 2015 |
| 22166 | JAMES, HOWARD | 12 | 7 | 2015 |
| 40199 | BAKER, WILLIAM | 12 | 7 | 2015 |
| 27957 | GOUGH, CHRISTOPHER | 12 | 7 | 2015 |
| 40265 | NICHOLSON, TANYA | 12 | 7 | 2015 |
| 27969 | PEDDLE, RICHARD | 12 | 7 | 2015 |
| 28071 | LEWIN, MELISSA | 12 | 7 | 2015 |
| 40786 | DUQUETTE, DANIEL | 12 | 7 | 2015 |
| 26337 | GILHEN, SCOTT | 12 | 7 | 2015 |
| 27796 | FRALICK, KIM | 12 | 7 | 2015 |
| 40911 | REID, NICHOLAS | 4 | 3 | 2018 |
| 41494 | MURGATROYD, SHAWN | 4 | 3 | 2018 |
| 27867 | MCNAMARA, JASON | 4 | 3 | 2018 |
| 41253 | MACDONALD, COLIN | 4 | 3 | 2018 |
| 40815 | MATHERSON GREG | 4 | 3 | 2018 |
| 41648 | MCAVOY, NICK | 4 | 3 | 2018 |
| 27833 | MELVIN, PAUL | 4 | 3 | 2018 |
| 41519 | HARDING, KENNY | 4 | 3 | 2018 |

| | | | | |
|-------|---------------------|----|----|------|
| 40906 | SUTHERLAND, REBECCA | 4 | 3 | 2018 |
| 41521 | LYONS, JOE | 4 | 3 | 2018 |
| 41168 | VARDY, BRYSON | 4 | 3 | 2018 |
| 40744 | LAMOND, JAMES | 4 | 3 | 2018 |
| 41417 | ROBINSON, MATTHEW | 4 | 3 | 2018 |
| 41389 | DEYOUNG, ANDREW | 4 | 3 | 2018 |
| 40934 | FISHER, JONATHAN | 4 | 3 | 2018 |
| 40735 | COMEAU, DAVID | 4 | 3 | 2018 |
| 41306 | SABINE, COREY | 4 | 3 | 2018 |
| 41251 | WHITE, DEREK | 4 | 3 | 2018 |
| 41466 | WEST, COLTEN | 4 | 3 | 2018 |
| 40932 | FLEMMING, ROBERT | 4 | 3 | 2018 |
| 40188 | HARTNETT, MICHAEL | 8 | 7 | 2018 |
| 41166 | WELSH, ASHLEY | 8 | 7 | 2018 |
| 41473 | OAKLEY, AMANDA | 8 | 7 | 2018 |
| 28042 | SAARLOOS, KURT | 8 | 7 | 2018 |
| 41489 | MACPHEE, LAURA | 8 | 7 | 2018 |
| 41404 | CARROLL, CALVIN | 8 | 7 | 2018 |
| 41492 | MACFARLANE, IAN | 8 | 7 | 2018 |
| 40519 | PACE, DAVID | 8 | 7 | 2018 |
| 40573 | CARTER, RICHARD | 8 | 7 | 2018 |
| 41955 | PURCHASE, WAYNE | 8 | 7 | 2018 |
| 40326 | OAKLEY, TERINA | 8 | 7 | 2018 |
| 26837 | MACINTYRE, SCOTT | 7 | 10 | 2018 |
| 26999 | DUANN, COLIN | 7 | 10 | 2018 |
| 41331 | WHITE, AMANDA | 7 | 10 | 2018 |
| 40935 | KINSMAN, PAUL | 7 | 10 | 2018 |
| 41200 | SNYDER, WILLIAM JR | 7 | 10 | 2018 |
| 40817 | HILL, ZACHARY | 4 | 3 | 2018 |
| 41496 | CROFT, DAVID | 4 | 3 | 2018 |
| 41024 | FLEMMING, CODY | 13 | 1 | 2019 |
| 27395 | MESSERVEY, KEVIN | 13 | 1 | 2019 |
| 41173 | SMITH, EVAN | 13 | 1 | 2019 |

| | | | | |
|-------|---------------------|----|----|------|
| 41635 | GODFREY, KIM | 13 | 1 | 2019 |
| 27876 | DOUGLAS, JAMES | 14 | 4 | 2019 |
| 41962 | SLAUNWHITE, TYLER | 14 | 4 | 2019 |
| 41309 | COLLINS, JENNIFER | 14 | 4 | 2019 |
| 41683 | GRANT, MATTHEW | 14 | 4 | 2019 |
| 40798 | POTTIE, TREVOR | 14 | 4 | 2019 |
| 41470 | HIGGINS, CARRIE ANN | 14 | 4 | 2019 |
| 41614 | TOOKER, BAILEY | 14 | 4 | 2019 |
| 40861 | WHITE, BRADLEY | 14 | 4 | 2019 |
| 41595 | BRYANT, FRANK | 14 | 4 | 2019 |
| 40541 | HILL, BRYCE | 7 | 7 | 2019 |
| 41731 | MURRAY, BRIAN | 7 | 7 | 2019 |
| 41599 | BOCANEALA, LORENZO | 7 | 7 | 2019 |
| 41839 | JARVIS, LYNSEY | 7 | 7 | 2019 |
| 28176 | FERGUSON, MICHAEL | 7 | 7 | 2019 |
| 40922 | PINKNEY, KIRK | 6 | 10 | 2019 |
| 40639 | FRALICK, BRANDON | 6 | 10 | 2019 |
| 41194 | PACE, MATTHEW | 5 | 1 | 2020 |
| 41728 | COMEAU, JAKOB | 5 | 4 | 2020 |
| 41621 | SMITH, COLIN | 5 | 4 | 2020 |
| 41588 | WHIDDEN, STUART | 28 | 4 | 2020 |
| 41777 | PIPER, MATTHEW | 28 | 6 | 2020 |
| 40886 | MACPHEE, CONNOR | 28 | 6 | 2020 |
| 41781 | BOCANEALA, ARMANDO | 4 | 10 | 2020 |
| 41863 | KOGAN, ILAN | 4 | 10 | 2020 |
| 41856 | KEEL, COREY | 4 | 10 | 2020 |
| 41627 | CARRIGAN, GAGE | 5 | 1 | 2020 |
| 41547 | POWER DONOVAN | 5 | 1 | 2020 |
| 42057 | WEBB, RANDY | 10 | 1 | 2021 |
| 41514 | DOUCETTE, BRIAN | 10 | 1 | 2021 |
| 42081 | LANDRY, GERRY | 10 | 1 | 2021 |
| 27656 | WHITE, MATTHEW | 10 | 1 | 2021 |
| 40399 | RHODENIZER, JOSH | 10 | 1 | 2021 |

| | | | | |
|-------|-------------------|----|----|------|
| 27375 | ELDRIDGE, DAVID | 10 | 1 | 2021 |
| 42072 | HANSON, RICHARD | 10 | 1 | 2021 |
| 41970 | CROWE, DYLAN | 11 | 4 | 2021 |
| 41751 | ISENOR, BRANDON | 11 | 4 | 2021 |
| 41838 | URQUHART, BRENT | 11 | 4 | 2021 |
| 41833 | BONZON, RONALDO | 11 | 4 | 2021 |
| 42122 | AUCOIN, MARC | 11 | 4 | 2021 |
| 41855 | ANDERSON, GABE | 11 | 4 | 2021 |
| 41676 | JOSEY, BLAIR | 11 | 4 | 2021 |
| 41855 | WESSEL, EVAN | 11 | 4 | 2021 |
| 41665 | LAVIOLETTE, DUANE | 11 | 4 | 2021 |
| 42058 | HORNE, IAN | 11 | 7 | 2021 |
| 41715 | WALDRON, BEN | 11 | 7 | 2021 |
| 41773 | PURCELL, COADY | 10 | 10 | 2021 |
| 41768 | SABINE, SHAWN | 10 | 10 | 2021 |
| 42008 | HIGGINS, ROSS | 16 | 1 | 2022 |
| 40217 | JONES, BLAIZE | 16 | 1 | 2022 |
| 42118 | BROOKS, BRAD | 16 | 1 | 2022 |
| 41868 | DELANEY, DENNIS | 16 | 1 | 2022 |
| 41527 | BROWN, BRAD | 16 | 1 | 2022 |
| 27560 | DOWNEY, BRAD | 5 | 6 | 2022 |
| 41814 | POIRIER, RENE | 5 | 6 | 2022 |
| 41800 | HATTIE, JON | 5 | 6 | 2022 |
| 27986 | POTTIE, ALLISTER | 5 | 6 | 2022 |
| 42060 | SMITH, PAUL | 5 | 6 | 2022 |
| 41880 | KOGAN, ROSLAN | 5 | 6 | 2022 |
| 41036 | BAKER, LAWREN | 5 | 6 | 2022 |
| 42016 | DOUGLAS, JAKE | 5 | 6 | 2022 |
| 42119 | HEARNS, DYLAN | 5 | 6 | 2022 |
| 41574 | INSUA, FERNANDO | 5 | 6 | 2022 |
| 41385 | ALLAN, DYLAN | 5 | 6 | 2022 |
| 42314 | HENDSBEE, CORY | 5 | 6 | 2022 |
| 42048 | HIGGINS, IAN | 5 | 6 | 2022 |

| | | | | |
|-------|---------------------|----|----|------|
| 41864 | TRENHOLM, STEVE | 5 | 6 | 2022 |
| 41854 | COLE, STEVE | 5 | 6 | 2022 |
| 42056 | WINTERS, CRYSTAL | 5 | 6 | 2022 |
| 42381 | WHITE, ANDREW | 5 | 6 | 2022 |
| 41891 | FIELD, TYLER | 5 | 6 | 2022 |
| 41427 | JEWERS, GARET | 5 | 6 | 2022 |
| 42086 | HARRINGTON, ZACH | 5 | 6 | 2022 |
| 42120 | HIGDON, COREY | 5 | 6 | 2022 |
| 26428 | HINKS, ROBERT | 5 | 6 | 2022 |
| 42029 | SLAUNWHITE, JARED | 5 | 6 | 2022 |
| 42106 | THIBAUT, LAUREN | 5 | 6 | 2022 |
| 42379 | CSUNYOSCKA, BERNARD | 6 | 11 | 2022 |
| 42196 | DOHERTY, JAMES | 6 | 11 | 2022 |
| 42384 | CAFFARY, SEAN | 6 | 11 | 2022 |
| 42362 | HANSON, KYLE | 6 | 11 | 2022 |
| 41536 | JOSEPH, SAM | 6 | 11 | 2022 |
| 42332 | KYLE, SHANE | 6 | 11 | 2022 |
| 42059 | WRIGHT, TARENCE | 6 | 11 | 2022 |
| 42111 | HOLLETT, TIM | 6 | 11 | 2022 |
| 41708 | PEARSON, KEVIN | 14 | 5 | 2023 |
| 42201 | DRAKE, ADAM | 14 | 5 | 2023 |
| 41577 | ORLANDO, JOEL | 14 | 5 | 2023 |
| 42366 | HUNTER, ERICA | 14 | 5 | 2023 |
| 40846 | OLIVER, DENNIE | 14 | 5 | 2023 |
| 28218 | SAARLOOS, RIAN | 14 | 5 | 2023 |
| 41861 | COLEMAN, MACKENZIE | 23 | 7 | 2023 |
| 41894 | MEAGHER, JAMES | 23 | 7 | 2023 |



March 31, 2014

Kevin Piper
President & Business Agent
I.L.A. Local 269
5220 Morris Street
Halifax, Nova Scotia
B3J 1B4

Dear Mr. Piper:

Re: Letter With Respect to Coffee Breaks 27 May 1998

This letter is intended to further clarify the letter with respect to "Coffee Breaks" sent by R. Fisher to P. Murphy on May 27, 1998.

All employees in the gang system working a Midnight Start order shall be entitled to two (2) coffee breaks; one prior to the supper break and one after.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Moore', is written over the word 'Sincerely,'.

Richard Moore
President & CEO

Halifax Employers Association

27 May, 1998

Mr. Pat Murphy
President & Business Agent
I.L.A. LOCAL 269
1451 Hollis Street
Halifax, Nova Scotia B3J 1V1

Re: Coffee Breaks

Dear Mr. Murphy:

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,

— ORIGINAL SIGNED --

R.L. Fisher
General Manager

RLF:ck

c.c. Mr. P. Pye

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

Halifax Employers Association

27 May, 1998

Mr. Pat Murphy
President & Business Agent
I.L.A. LOCAL 269
1451 Hollis Street
Halifax, Nova Scotia B3J 1V1

“Heavy Lines”

Dear Mr. Murphy:

This is to confirm our agreement that three (3) employees will not handle heavy lines without additional employees or a machine.

Yours truly,

— ORIGINAL SIGNED --

R.L. Fisher
General Manager

RLF:ck

c.c. Mr. P. Pye

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



January 9, 2009

David Cranston
President & Business Agent
I.L.A. Local 269
5220 Morris Street
Halifax, NS
B3J 1B4

Re: Order of Dispatch

Dear Mr. Cranston:

With respect to Article 15A.A10.06, if after dispatching skills it becomes apparent that there are not enough people in the Hall to meet the demand for labour, then all non-union labour shall be dispatched on a proportional basis to all employers placing orders. The Dispatcher(s) shall use **their** best efforts to ensure an equitable distribution of labour in this regard.

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

Interpretation Guideline & Agreement

Company: Halterm (this applies to Ceres in identical circumstances) **Local:** 269

Date of Occurrence: Thursday, August 19, 2010

FACTS: Halterm had four (4) crane units & terminal working at 08h00.
Halterm had only one (1) unit back at 13h00, and an increase by five (5) on the terminal at 13h00 and a meal hour work through for one (1) unit.

QUESTION: The question was what unit comes back at 13h00, who works the meal period and which unit does Halterm go to in order to increase the terminal at 13h00?

Interpretation and Reasoning:

After a lengthy discussion, the parties concluded that Article 15A.B.11 (a) of the Collective Agreement should be interpreted as follows (based on the above scenario):

1. The low unit (Cr#1) would take their meal period and return at 13h00.
2. The five (5) lowest eligible people from the 2nd crane unit would "beef up" the terminal at 13h00 (the other persons in the unit would just be released at 12h00).
3. The 3rd crane unit would work the meal period and then be released.

Therefore with respect to these specific circumstances (as outlined above) the Collective Agreement shall be interpreted to say, for the following work period, the unit to be reduced and reordered is the low unit that would be the lowest unit which would not simply be ordered back as if there was no reduction and reorder.

The parties hereby agree to the above "Interpretation Guideline" and therefore, Grievance 2010-L-46 will be paid in accordance with this agreement.


Richard Moore
President & CEO


David Cranston
President, ILA Local 269

**Letter Of Understanding
BETWEEN**

**The Council of ILA Locals for the Port of Halifax
For and On Behalf Of
The Halifax Longshoremens's Association, ILA Local 269 (the Union)**

AND

The Halifax Employers Association (HEA)

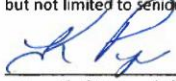
With Respect to the Dispatch of ILA Represented Freighthandlers

The following Agreement is entered into on without prejudice and precedent basis with respect to any other matter between the parties and shall not be relied upon or used by the Council, any of its member Locals and/or any ILA represented bargaining units, in any legal proceeding of any kind, including, but not limited to, jurisdictional or recognition matters referred to Canadian Industrial Relations Board (CIRB), and/or any board of arbitration.

1. This agreement is restricted to the following ILA Local 269 member Freighthandlers only and no further names shall be added to this agreement:

| | | | |
|--------------|------------------|---------------------|------------------|
| Ron Casey | Blair Gallant | Terry Mombourquette | Matthew Petitpas |
| Walter Purdy | Brenton Shublely | Andrew Slaunwhite | |

2. In recognition of their service as Freighthandlers to members of the HEA, those individuals named above shall, provided they do not have orders for Freighthandler work under their respective Collective Agreements, be given the same priority dispatch and rate of pay as retired members of ILA Local 269 who retired under the terms of Article 14.05 of the Collective Agreement, when dispatched for work covered under the current Collective Agreement between the Council of ILA Locals and the Halifax Employers Association.
3. These individuals shall be restricted to dispatch to the following skills only:
 - a) Forklift under 15 tons (small machines)
 - b) Clamp
 - c) General Labour
4. For all intents and purposes when working under the terms of this Collective Agreement, apart from their priority dispatch, these individuals are considered "bullpen" labour and shall have no rights under this Collective Agreement normally associated with union membership, including but not limited to seniority, and eligibility for pension and health and welfare benefits.



Council of ILA Locals for ILA Local 269



Halifax Employers Association

DATE: June 20, 2018

**PORT OF HALIFAX – LOCAL 269
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 (including lineswork) commencing at 07h00 on Normal Mondays shall be paid at 3 times the basic wage rate.

PORT OF HALIFAX - Local 269
Appendix "A" - Wage Schedules

Rates of pay from January 1, 2022, to December 31, 2022
(Excluding Work Commencing at Midnight)

Article I - General Cargo- Article 14A.12

Basic Rate 2022 \$43.94

| | 24h00 To 05h00 | 05h00 To 08h00 | 08h00 To 12h00 | 12h00 To 13h00 | 13h00 To 17h00 | 17h00 To 18h00 | 18h00 To 23h00 | 23h00 To 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 rate shall exceed 6 times the basic wage with the exception of work performed on Boxing Day
NOTE: Work (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate

PORT OF HALIFAX - Local 269
Appendix "A" - Wage Schedules
Rates of pay from January 1, 2022, to December 31, 2022
(Excluding Work Commencing at Midnight)
Pyramiding Premium of \$0.35

Article II Grain Bulk - Article 14A.13 and Article IV - Aeropprills & Nitraprills - Article 14A.15

| | | New Rate | | | | | | | | | |
|-------------------------------------|---------|----------|-------|-----------|-----------|----------|-----------|----------|-----------|-----------|-----------|
| Basic Rate | 2022 | \$ | \$ | | | | | | | | |
| \$ 43.94 | | | 44.29 | | | | | | | | |
| Premium | \$ 0.35 | | | 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. | | | | \$66.435 | \$132.870 | \$44.290 | \$88.580 | \$44.290 | \$132.870 | \$66.435 | \$132.870 |
| Saturdays | | | | \$66.435 | \$132.870 | \$66.435 | \$132.870 | \$66.435 | \$132.870 | \$66.435 | \$265.740 |
| Holidays (excluding Mondays) | | | | \$132.870 | \$265.740 | \$88.580 | \$177.160 | \$88.580 | \$265.740 | \$132.870 | \$265.740 |
| Mondays Normal | | | | \$99.653 | \$199.305 | \$44.290 | \$88.580 | \$44.290 | \$132.870 | \$66.435 | \$132.870 |
| Sundays only | | | | \$132.870 | \$265.740 | \$88.580 | \$177.160 | \$88.580 | \$265.740 | \$132.870 | \$199.305 |
| Holidays - Mondays | | | | \$199.305 | \$265.740 | \$88.580 | \$177.160 | \$88.580 | \$265.740 | \$132.870 | \$265.740 |

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

PORT OF HALIFAX - Local 269
Appendix "A" - Wage Schedules
Rates of pay from January 1, 2022 to December 31, 2022
(Excluding Work Commencing at Midnight)
Pyramiding Premium of \$0.20

Appended Article III - Bagged Cargo, Hides, Reefer, cleaning, Asbestos Fibres - Article 14A.14

| | | New Rate | | | | | | | | | |
|-------------------------------------|---------|----------|-------|-----------|-----------|----------|-----------|----------|-----------|-----------|-----------|
| Basic Rate | 2022 | \$ | \$ | | | | | | | | |
| \$ 43.94 | | | 44.14 | | | | | | | | |
| Premium | \$ 0.20 | | | 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. | | | | \$66.210 | \$132.420 | \$44.140 | \$88.280 | \$44.140 | \$132.420 | \$66.210 | \$132.420 |
| Saturdays | | | | \$66.210 | \$132.420 | \$66.210 | \$132.420 | \$66.210 | \$132.420 | \$66.210 | \$264.840 |
| Holidays (excluding Mondays) | | | | \$132.420 | \$264.840 | \$88.280 | \$176.560 | \$88.280 | \$264.840 | \$132.420 | \$264.840 |
| Mondays Normal | | | | \$99.315 | \$198.630 | \$44.140 | \$88.280 | \$44.140 | \$132.420 | \$66.210 | \$132.420 |
| Sundays only | | | | \$132.420 | \$264.840 | \$88.280 | \$176.560 | \$88.280 | \$264.840 | \$132.420 | \$198.630 |
| Holidays - Mondays | | | | \$198.630 | \$264.840 | \$88.280 | \$176.560 | \$88.280 | \$264.840 | \$132.420 | \$264.840 |

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

**PORT OF HALIFAX
LOCAL 269
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 4A.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 4A.01**

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

PORT OF HALIFAX - Local 269
Appendix "A" - Wage Schedules
Rates of pay from January 1, 2023, to December 31, 2023
(Excluding Work Commencing at Midnight)

| Article I - General Cargo- Article 14A.12 | | | | | | | | | | |
|--|-------------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------|
| Basic Rate | 2023 | \$46.14 | | | | | | | | |
| | | | 24h00 | 05h00 | 08h00 | 12h00 | 13h00 | 17h00 | 18h00 | |
| | | | 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 (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate.

PORT OF HALIFAX - Local 269

Appendix "A" - Wage Schedules

Rates of pay from January 1, 2023, to December 31, 2023

(Excluding Work Commencing at Midnight)

Pyramiding Premium of \$0.35

Article II Grain Bulk - Article 14A.13 and Article IV - Aeroprills & Nitraprills - Article 14A.15

| | | New Rate | | | | | | | | |
|-------------------------------------|-------------|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Basic Rate | 2023 | \$ 46.49 | | | | | | | | |
| | \$ 46.14 | | | | | | | | | |
| Premium | \$ 0.35 | 24h00 | 05h00 | 08h00 | 12h00 | 13h00 | 17h00 | 18h00 | 23h00 | 24h00 |
| | | To | To | To | To | To | To | To | To | To |
| | | 05h00 | 08h00 | 12h00 | 13h00 | 17h00 | 18h00 | 23h00 | 24h00 | |
| Tues/Fri Incl. | | \$69.735 | \$139.470 | \$46.490 | \$92.980 | \$46.490 | \$139.470 | \$69.735 | \$139.470 | |
| Saturdays | | \$69.735 | \$139.470 | \$69.735 | \$139.470 | \$69.735 | \$139.470 | \$69.735 | \$278.940 | |
| Holidays (excluding Mondays) | | \$139.470 | \$278.940 | \$92.980 | \$185.960 | \$92.980 | \$278.940 | \$139.470 | \$278.940 | |
| Mondays Normal | | \$104.603 | \$209.205 | \$46.490 | \$92.980 | \$46.490 | \$139.470 | \$69.735 | \$139.470 | |
| Sundays only | | \$139.470 | \$278.940 | \$92.980 | \$185.960 | \$92.980 | \$278.940 | \$139.470 | \$209.205 | |
| Holidays - Mondays | | \$209.205 | \$278.940 | \$92.980 | \$185.960 | \$92.980 | \$278.940 | \$139.470 | \$278.940 | |

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

NOTE: Work (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate.

PORT OF HALIFAX - Local 269

Appendix "A" - Wage Schedules

Rates of pay from January 1, 2023, to December 31, 2023

(Excluding Work Commencing at Midnight)

Pyramiding Premium of \$0.20

Appended Article III - Bagged Cargo, Hides, Reefer, cleaning, Asbestos Fibres - Article 14A.14

| | | New Rate | | | | | | | | |
|-------------------------------------|-------------|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Basic Rate | 2023 | \$ 46.34 | | | | | | | | |
| | \$ 46.14 | | | | | | | | | |
| Premium | \$ 0.20 | 24h00 | 05h00 | 08h00 | 12h00 | 13h00 | 17h00 | 18h00 | 23h00 | 24h00 |
| | | To | To | To | To | To | To | To | To | To |
| | | 05h00 | 08h00 | 12h00 | 13h00 | 17h00 | 18h00 | 23h00 | 24h00 | |
| Tues/Fri Incl. | | \$69.510 | \$139.020 | \$46.340 | \$92.680 | \$46.340 | \$139.020 | \$69.510 | \$139.020 | |
| Saturdays | | \$69.510 | \$139.020 | \$69.510 | \$139.020 | \$69.510 | \$139.020 | \$69.510 | \$278.040 | |
| Holidays (excluding Mondays) | | \$139.020 | \$278.040 | \$92.680 | \$185.360 | \$92.680 | \$278.040 | \$139.020 | \$278.040 | |
| Mondays Normal | | \$104.265 | \$208.530 | \$46.340 | \$92.680 | \$46.340 | \$139.020 | \$69.510 | \$139.020 | |
| Sundays only | | \$139.020 | \$278.040 | \$92.680 | \$185.360 | \$92.680 | \$278.040 | \$139.020 | \$208.530 | |
| Holidays - Mondays | | \$208.530 | \$278.040 | \$92.680 | \$185.360 | \$92.680 | \$278.040 | \$139.020 | \$278.040 | |

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

NOTE: Work (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate.

**PORT OF HALIFAX
LOCAL 269
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 4A.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 4A.01**

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

PORT OF HALIFAX - Local 269

Appendix "A" - Wage Schedules

**Rates of pay from January 1, 2024, to December 31, 2024
(Excluding Work Commencing at Midnight)**

Article I - General Cargo- Article 14A.12

Basic Rate 2024 \$47.99

| | 24h00 To 05h00 | 05h00 To 08h00 | 08h00 To 12h00 | 12h00 To 13h00 | 13h00 To 17h00 | 17h00 To 18h00 | 18h00 To 23h00 | 23h00 To 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 rate shall exceed 6 times the basic wage with the exception of work performed on Boxing Day.

NOTE: Work (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate.

PORT OF HALIFAX - Local 269

Appendix "A" - Wage Schedules

Rates of pay from January 1, 2024, to December 31, 2024

(Excluding Work Commencing at Midnight)

Pyramiding Premium of \$0.35

Article II Grain Bulk - Article 14A.13 and Article IV - Aeroprills & Nitraprills - Article 14A.15

| | | New Rate | | | | | | | |
|-------------------------------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Basic Rate | 2024 | \$ 48.34 | | | | | | | |
| \$ | 47.99 | | | | | | | | |
| Premium | \$ 0.35 | 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. | | \$72.510 | \$145.020 | \$48.340 | \$96.680 | \$48.340 | \$145.020 | \$72.510 | \$145.020 |
| Saturdays | | \$72.510 | \$145.020 | \$72.510 | \$145.020 | \$72.510 | \$145.020 | \$72.510 | \$290.040 |
| Holidays (excluding Mondays) | | \$145.020 | \$290.040 | \$96.680 | \$193.360 | \$96.680 | \$290.040 | \$145.020 | \$290.040 |
| Mondays Normal | | \$108.765 | \$217.530 | \$48.340 | \$96.680 | \$48.340 | \$145.020 | \$72.510 | \$145.020 |
| Sundays only | | \$145.020 | \$290.040 | \$96.680 | \$193.360 | \$96.680 | \$290.040 | \$145.020 | \$217.530 |
| Holidays - Mondays | | \$217.530 | \$290.040 | \$96.680 | \$193.360 | \$96.680 | \$290.040 | \$145.020 | \$290.040 |

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

NOTE: Work (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate.

PORT OF HALIFAX - Local 269

Appendix "A" - Wage Schedules

Rates of pay from January 1, 2024, to December 31, 2024

(Excluding Work Commencing at Midnight)

Pyramiding Premium of \$0.20

Appended Article III - Bagged Cargo, Hides, Reefer, cleaning, Asbestos Fibres - Article 14A.14

| | | New Rate | | | | | | | |
|-------------------------------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Basic Rate | 2024 | \$ 48.19 | | | | | | | |
| \$ | 47.99 | | | | | | | | |
| Premium | \$ 0.20 | 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. | | \$72.285 | \$144.570 | \$48.190 | \$96.380 | \$48.190 | \$144.570 | \$72.285 | \$144.570 |
| Saturdays | | \$72.285 | \$144.570 | \$72.285 | \$144.570 | \$72.285 | \$144.570 | \$72.285 | \$289.140 |
| Holidays (excluding Mondays) | | \$144.570 | \$289.140 | \$96.380 | \$192.760 | \$96.380 | \$289.140 | \$144.570 | \$289.140 |
| Mondays Normal | | \$108.428 | \$216.855 | \$48.190 | \$96.380 | \$48.190 | \$144.570 | \$72.285 | \$144.570 |
| Sundays only | | \$144.570 | \$289.140 | \$96.380 | \$192.760 | \$96.380 | \$289.140 | \$144.570 | \$216.855 |
| Holidays - Mondays | | \$216.855 | \$289.140 | \$96.380 | \$192.760 | \$96.380 | \$289.140 | \$144.570 | \$289.140 |

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

NOTE: Work (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate.

**PORT OF HALIFAX
LOCAL 269
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 4A.01**

| | |
|-------------------------|--------|
| Monday/Friday inclusive | 98.98 |
| Saturdays | 143.97 |
| Sundays and Holidays | 191.96 |

**Rates of pay for work commencing at midnight
- Ocean rates - Article 4A.01**

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

PORT OF HALIFAX - Local 269

Appendix "A" - Wage Schedules

Rates of pay from January 1, 2025 to December 31, 2025

(Excluding Work Commencing at Midnight)

Article I - General Cargo- Article 14A.12

Basic Rate 2025 \$49.79

| | 24h00 To 05h00 | 05h00 To 08h00 | 08h00 To 12h00 | 12h00 To 13h00 | 13h00 To 17h00 | 17h00 To 18h00 | 18h00 To 23h00 | 23h00 To 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 rate shall exceed 6 times the basic wage with the exception of work performed on Boxing Day.

NOTE: Work (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate.

PORT OF HALIFAX - Local 269

Appendix "A" - Wage Schedules

Rates of pay from January 1, 2025 to December 31, 2024

(Excluding Work Commencing at Midnight)

Pyramiding Premium of \$0.35

Article II Grain Bulk - Article 14A.13 and Article IV - Aeroprills & Nitraprills - Article 14A.15

| | | New Rate | | | | | | | | | |
|-------------------------------------|------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------|
| Basic Rate | 2025 | \$ | 50.14 | | | | | | | | |
| | | \$ | 49.79 | | | | | | | | |
| Premium | \$ | 0.35 | | 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. | | | \$75.210 | \$150.420 | \$50.140 | \$100.280 | \$50.140 | \$150.420 | \$75.210 | \$150.420 | |
| Saturdays | | | \$75.210 | \$150.420 | \$75.210 | \$150.420 | \$75.210 | \$150.420 | \$75.210 | \$300.840 | |
| Holidays (excluding Mondays) | | | \$150.420 | \$300.840 | \$100.280 | \$200.560 | \$100.280 | \$300.840 | \$150.420 | \$300.840 | |
| Mondays Normal | | | \$112.815 | \$225.630 | \$50.140 | \$100.280 | \$50.140 | \$150.420 | \$75.210 | \$150.420 | |
| Sundays only | | | \$150.420 | \$300.840 | \$100.280 | \$200.560 | \$100.280 | \$300.840 | \$150.420 | \$225.630 | |
| Holidays - Mondays | | | \$225.630 | \$300.840 | \$100.280 | \$200.560 | \$100.280 | \$300.840 | \$150.420 | \$300.840 | |

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

NOTE: Work (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate.

PORT OF HALIFAX - Local 269

Appendix "A" - Wage Schedules

Rates of pay from January 1, 2025 to December 31, 2025

(Excluding Work Commencing at Midnight)

Pyramiding Premium of \$0.20

Appended Article III - Bagged Cargo, Hides, Reefer, cleaning, Asbestos Fibres - Article 14A.14

| | | New Rate | | | | | | | | | |
|-------------------------------------|------|----------|-----------|-----------|----------|-----------|----------|-----------|-----------|-----------|-------|
| Basic Rate | 2025 | \$ | 49.99 | | | | | | | | |
| | | \$ | 49.79 | | | | | | | | |
| Premium | \$ | 0.20 | | 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. | | | \$74.985 | \$149.970 | \$49.990 | \$99.980 | \$49.990 | \$149.970 | \$74.985 | \$149.970 | |
| Saturdays | | | \$74.985 | \$149.970 | \$74.985 | \$149.970 | \$74.985 | \$149.970 | \$74.985 | \$299.940 | |
| Holidays (excluding Mondays) | | | \$149.970 | \$299.940 | \$99.980 | \$199.960 | \$99.980 | \$299.940 | \$149.970 | \$299.940 | |
| Mondays Normal | | | \$112.478 | \$224.955 | \$49.990 | \$99.980 | \$49.990 | \$149.970 | \$74.985 | \$149.970 | |
| Sundays only | | | \$149.970 | \$299.940 | \$99.980 | \$199.960 | \$99.980 | \$299.940 | \$149.970 | \$224.955 | |
| Holidays - Mondays | | | \$224.955 | \$299.940 | \$99.980 | \$199.960 | \$99.980 | \$299.940 | \$149.970 | \$299.940 | |

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

NOTE: Work (including lineswork) commencing at 07h00 on Normal Mondays shall be at 3 times the basic wage rate.

**PORT OF HALIFAX
LOCAL 269
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 4A.01**

| | |
|-------------------------|--------|
| Monday/Friday inclusive | 98.98 |
| Saturdays | 143.97 |
| Sundays and Holidays | 199.16 |

**Rates of pay for work commencing at midnight
- Ocean rates - Article 4A.01**

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

