

## **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 Gear Repair and Maintenance Men, Local 1825 ILA

Hereinafter referred to as the "Council"

The term "Union" shall mean a single Local



**(January 1, 2022 to December 31, 2025)**



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## **ARTICLE 1 – PURPOSE – ALL LOCALS**

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

## **ARTICLE 2–RECOGNITION & ADMINISTRATION – ALL LOCALS**

### **2.01 EXCLUSIVE BARGAINING AGENT - ALL LOCALS**

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

## **2.02 EXCLUSIVE ASSIGNMENT OF UNION MEMBERS**

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

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

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

## **2.03 MANAGEMENT'S RIGHTS - ALL LOCALS**

The Local Unions recognizes that the Management of the

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

**2.04 NO INCONSISTENT RULES, REGULATION OR RESOLUTIONS - ALL LOCALS**

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

**2.05 UNION OFFICERS AND ADMINISTRATION OF AGREEMENT**

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

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

replace the above mentioned officials during their absence.

**b) SHOP STEWARDS - LOCAL 1825**

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

**c) TIME OFF FOR PRESIDENT - LOCAL 1825**

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

**ARTICLE 2C – RECOGNITION – Local 1825**

**2C.06**

It is agreed that all work of maintenance, handling, and servicing of all equipment and gear shall be performed by members of Local 1825 in the following classifications: Heavy Duty Mechanic, Industrial Electrician, Industrial Mechanic/Millwright, Welder and Gearmen. The foregoing includes:

- a) with respect to refrigeration and/or heating units for containers, the plugging, unplugging, starting, stopping, boosting, repair and



replacement of electrical cables and plugs except when the foregoing is done by an outside contractor in connection with other maintenance on any such unit(s). The foregoing does not preclude a representative of the party who owns such units from testing the units or from starting/stopping them in cases of emergency wherein their cargo and/or property is in danger. In addition, it is understood that the plugging/unplugging of any such unit aboard a vessel may be performed by members of Local 1825 or by the ship's crew. Furthermore, members of Local 1825 shall not be required to reset a low voltage regulator on any refrigeration and/or heating unit.

- b) i) steam cleaning of containers when performed by the employer. This does not apply to arrangements made directly by the shipping lines for container cleaning.
- ii) **cleaning of shop equipment, tools and debris on the shop floor with the exception of the cleaning of shop floors done by industrial cleaners on a periodic basis**
- c) the refuelling of employers' equipment as applied to longshoring operations.
- d) The fuelling of reefer power generation units.
- e) All leased or rented equipment and gear used in the operation excluding mobile shore cranes, equipment for which the lessor supplies operators and short term rentals (i.e. not to exceed 30 days). Management will endeavour to expedite repairs on the employer's equipment when leased or rented equipment is being used in the operation.
- f) When major equipment is being used in a longshoring operation (major equipment is defined as toplifts, yard gantry cranes or cranes), there shall be minimum of two (2) Local 1825 members employed at container terminals and one (1) at non-container terminal operations. For the purpose of ordering labour, a Ro-Ro unit **or** combi-unit will be considered a crane unit.

The above manning shall also apply when forklifts and/or yard/ship tractors are being utilized to load/unload cargo in a ship operation

only. This does not apply to the handling of stores, nor does it apply to Autoport, offshore supply bases or bulk cargo operations. This clause is for minimum manning only and it will in no way infringe on Local 1825's geographic certification.

At container terminals, when two (2) or more crane units or a crane unit in combination with a double terminal order are working (except during meal periods) then a minimum of four (4) Local 1825 members shall be employed.

**Note: Double terminal order is defined as six (6) or more yard tractors on the terminal operation (not including lock men). A 6-10 terminal unit ordered separately constitutes a double terminal order when ordered in conjunction with an all-night single terminal until such time as 6-10 finishes.**

- A) Two additional members shall be hired when there are seventy-five (75) or more reefers to plug or unplug for a vessel(s) and employees are required to go on the vessel. Two additional members shall be hired when there are one hundred and ten (110) or more reefers to plug or unplug for a vessel(s) and employees are not required to go on the vessel.**
- B) When there is one (1) or more reefer to rail packs to build in a work period two (2) additional people shall be hired to a maximum of two (2) builds. When there are more than two (2) builds in a shift then an additional two (2) people shall be required for three (3) builds to a maximum of four (4) during the shift.**

**For clarity, when the conditions for both A) and B) exist a minimum of four additional people shall be hired depending on the number of reefer builds.**

*Note: Additional refers to 2 more than the current minimum required.*

- g) Connecting/disconnecting vessels to shore based power supplies at container terminals.
- h) Non-bargaining unit HEA member company employees will not be

used to clear snow and ice and debris from rail switches while Local 1825 members are employed.

The Company acknowledges that the painting of equipment is classed as maintenance and therefore is the work of Local 1825 except for exterior auto body repair and associated painting of pick-up trucks.

To alleviate conflicts in the Collective Agreement, the Union agrees to waive such jurisdiction for:

painting gantry and rubber tired gantry cranes

*In doing so, Management agrees that this is only when all members of Local 1825 are fully employed (i.e. no union members are unattached) and agrees to pay check off for said contractors to the local Union.*

Also restrict contractor hours to that of Local 1825, i.e., (no meal periods) unless equal numbers of Local 1825 are working at the equivalent times at the relevant Company.

All outside contractors should not be using equipment for which they are insufficiently trained.

All other work shall be on a one for one shotgun clause

## **2C.07**

It is understood that for work under this agreement, if at any time a Company is unable to obtain sufficient qualified members of Local 1825, then the Company involved may obtain qualified labour from any other source.

## **2C.08**

In addition to Article 2C.07 in the Collective Agreement, Management may have work covered by the agreement performed outside of the bargaining unit in the following instances:

- a) when a warranty or guarantee is involved in which case written support will be supplied to the Union. A warranty or guarantee

shall not mean:

- I) A purchased warranty or guarantee;
  - II) A warranty or guarantee which would be obtained as a result of having work performed outside of the bargaining unit
- b) when sufficient equipment to perform the repair is not available;
- c) when major engine overhauls or other major repairs are required.

### **ADMINISTRATION – LOCAL 1825**

#### **2C.09**

In consideration of the terms and conditions agreed to between the parties to this Agreement, the Union undertakes and agrees to supply the necessary employees to perform all work required by the Companies under the Agreement throughout its term.

#### **2C.10**

The Union, nor any Officer or member thereof, shall not subject an employee to any penalty or sanction as a result of any act committed in the performance of their duties as instructed by Management.

### **ARTICLE 3C - HOURS OF WORK AND MEAL PERIODS** **– Local 1825**

#### **3C.01**

For the purpose of this Agreement, Management shall have the option at any time of working under 3C.02 or 3C.03 below or any combination thereof. It is understood that Management has the right to order and/or schedule employees as they deem necessary. Furthermore, it is understood that in all cases manning is determined by Management.

#### **3C.02**

a)	<b><u>WORK PERIODS</u></b>	<b><u>MEAL HOURS</u></b>
	08h00 to 12h00	12h00 to 13h00
	13h00 to 17h00	17h00 to 18h00

18h00 to 22h00	*See below
18h00 to 23h00	23h00 to 24h00
24h00 to 05h00	05h00 to 08h00
(Midnight start)	24h00 to 08h00 1/2 hour between 03h30 and 04h30

- \* It is understood that employees ordered for 18h00 to 22h00 may be extended where necessary. In such case employees shall be paid for not less than the hour from 22h00 to 23h00 at the normal 18h00 to 22h00 rate and, should they be required to continue beyond 23h00, such time shall be paid at the appropriate meal hour rate.
- \*\* Members of Local 1825 shall be provided with a 18h00 to 23h00 order/guarantee when Local 269 members are ordered 18h00 to a finish.

**b)** It is understood that under 3C.02(a) above, a day shall be the 24-hour period commencing at 08h00.

**c)** (i) Employees shall work through the meal hour(s) set forth in Article 3C.02(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 (ii) below and Article 14C.12(ii) Working through a meal period shall be considered an extension of the preceding work period.

(ii) In the event persons are required to work through a second consecutive meal period, then, as of the start of the second meal period, and thereafter until released for a meal period, they shall be paid double the rate set forth in the attached wage schedule to a maximum of six (6) times the basic wage rate for the second meal period or they shall be paid double the rate to a maximum of six (6) times the basic wage rate on which they are working, whichever is greater. In the case of Local 1825, this shall only apply to orders under Article 3C.02.

- (iii) In the case of Local 1825, notwithstanding the attached wage schedules, an employee working on a midnight start under 3C.02(a) above shall, where required to work through the meal period, be paid at the rate of two times to a maximum of six (6) times the basic wage rate the employee's equivalent hourly rate for such time until released for a meal.
- d) Under 3C.02(a) above, an employee is not required to work beyond three consecutive work periods.
- e) Employees to be employed under 3C.02(a) above shall be ordered at the following times:

**Work Period Start**

<b><u>Orders</u></b>	<b><u>Available by</u></b>
08h00	16h00 preceding day
13h00	07h00
18h00	12h00
24h00	12h00

Notwithstanding the foregoing, employees who are employed for a work period and are being reordered for a subsequent work period that day may be reordered at knocking off time.

- f) Employees who are to be employed for a work period may be employed up to one (1) hour prior to the commencement of the work period, with the appropriate premium pay for such time, in order to be brought in early to check and prepare equipment so that work may actually start at the appointed start time.
- g) In the case of employees working under 3C.02(a) above, who are ordered back for the next work period, Management shall endeavour to so advise them at the same time as other I.L.A. labour is so ordered.
- h) In the case of employees working the 12 midnight to 05h00 work period (under 3C.02(a) above) along with employees under the Collective Agreement with I.L.A. Local 269, then, should both groups of employees be extended beyond 05h00 for reasons other

than finishing a ship, the employees shall be guaranteed the three (3) hour meal period from 05h00 to 08h00.

- i) Where employees are ordered out for 18h00 to 22h00, and work cannot start or is interrupted for reasons beyond Management's control, the employees may be ordered back for 08h00 the following day.
- j) 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.
- k) 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. This shall also apply to employees ordered for a midnight start. Also, in the event employees on an all night order work through to

23h00 and work is interrupted prior to 02h00 for reasons beyond Management's control, the employees may be ordered back for 08h00 the following day.

**l) Orders Preceding A Midnight Start**

- i. A midnight start order may be preceded by orders which have been ordered back for "6 to 10" and/or "6 to a finish".
  - ii. A midnight start order may not be preceded by new orders for "6 to 10" and/or "6 to a finish".
- m) It is understood that the provisions of Articles 3C.02 (i),(j) and (k) above in no way affect the guarantees set forth in article 4 herein.
  - n) Notwithstanding Article 3C.02(e) labour may be ordered outside these ordering times when there is an unforeseen breakdown of equipment which is required to be operational when there is no labour which can be extended.

- o)** When employees are ordered in as per Article 3C.02(n) and the “scheduled” employee for that work period has not been contacted and some other employee works in **their** place then the “scheduled” employee shall also be compensated.
- p)** Should the break-down in Article 3C.02(n) be shown not to be unforeseen then a payment will be made to the Union equivalent to the amount of wages paid to the employees brought in under Article 3C.02.
- q)** 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.
- r)** 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.
- s)** 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) With respect to Local 1825, two priority men will be given this order to support the operation. The priority men will be relieved for the meal break as soon as possible at 13h00. If they are required to continue working after 13h00 their pay reverts back to the prevailing work through rate

**3C.03**

The only shifts that exist are the "7 to 3" and "3 to 11" shift. The "7 to 3" shift shall only be utilized between Monday and Friday inclusive. The "3 to 11" shall only be used when an employee on a "7 to 3" shift is required to work a double shift.

a)

<u>WORK PERIODS</u>	<u>½ HOUR MEAL PERIOD TO START</u>
07h00 to 15h00	Between 11h00 and 13h00
15h00 to 23h00	Between 19h00 and 21h00

b) It is understood that under 3C.03(a) above, a day shall be the twenty-four hour period commencing at 07h00. It is further understood that in the event a Company intends to utilize the work periods set forth in Article 3C.03(a) then it shall so advise the Union at least two (2) weeks prior to its first use of any such work period.

c) Under 3C.03(a) above, an employee required to work through any meal period shall be paid the appropriate meal hour rate for such time and for all time worked thereafter until relieved for a meal. In the event such work through continues into the next meal period as set forth

above, then the employee's rate of pay shall be doubled to a maximum of six (6) times the basic wage rate and shall continue until the employee is relieved for a meal. Employees shall work such time and when and as required by Management. An employee who is working on **their** second consecutive shift will be paid double the rate **they are** on when **they are** required to work through beyond the beginning of the meal hour as per 3C.03(a).

- d) An employee who starts work at 07h00 may be required to work up to two (2) consecutive shifts.
- e) Under 3C.03 (a) above, hours worked in excess of eight (8) in a day are overtime and shall be paid at the rate of one and a half (1 1/2) times the employee's basic rate for **their** regular work period that day. Employees shall work such time when and as required by Management. Furthermore, in the event an employee is required to continue working beyond the end of the work period, the employee shall be guaranteed not less than four (4) hours at the appropriate rate. In addition to the above, if work extends beyond the start of the second shift meal period, the employee shall be guaranteed an additional four (4) hour guarantee unless the employee is ordered to work through prior to the end of the meal period, in which case, the employee shall be paid for time involved until broken for a meal period or released. (This pertains only to the second shift.)
- f) Employees to be employed under 3C.03(a) above shall be ordered at the following times:

**WORK PERIOD START**

**AVAILABLE BY ORDER**

07h00	16h00 p.m. (preceding day)
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- g) Under 3C.03(a) above, in the event Management requires someone to work overtime beyond the end of the employee's regular work period, it will attempt to get

someone who is willing to work such overtime prior to obliging someone to stay.

**h) LOCAL 1825**  
**- SHIFT AND NON-SHIFT RULES**

- i.** Any Company that utilizes both 3C.02 and 3C.03 shall establish a telephone tape system for the purposes of ordering employees in accordance with 3C.02(e) and 3C.03(f) above. In such case, orders for employees shall be on tape as of the times set forth in 3C.02(e) and 3C.03(f) and the tape shall be left on until the next ordering time. In the case of Halterm, taped orders will be retained for a period of 14 days, whereas, in the case of **PSA Fairview Cove**, the union will be provided with a written copy of the orders upon request within the 14 day period.
- ii.** Any employee ordered who will be unable to report for work as ordered must so notify the Company as soon as the employee becomes aware that **they** will not report for work and within two (2) hours following the above ordering times if known at the time.
- iii.** The ordering times set forth in 3C.02(e) and 3C.03(f) above are not applicable in the case of a Company seeking to replace an employee who was ordered but who will not or does not report for work.
- iv.** In the event Management changes an employee's regular work schedule to/from non-shift (3C.02) above to/from shift (3C.03) above, the employee shall be notified of such change at least twenty-four hours in advance. The employee is entitled to not less than eight (8) hours off between such assignments
- v.** Under 3C.03(a) above, employees shall be paid

shift differential for time worked as set forth below:

<b><u>Work Period</u></b>	<b><u>Shift Differential</u></b>
07h00 to 15h00	3% of basic wage rate
15h00 to 23h00	20% of basic wage rate

In addition, where an employee works overtime, as set forth in 3C.03(e) above, the shift differential for such overtime hours shall be one and a half (1 1/2) times that applicable to the period during which the overtime is worked.

### **3C.04**

In the event it is necessary to replace an employee who will not be reporting for his all night order and there are no basic work force members available i.e. (call home first) then the following will take place. Members of the basic work force who are at work that day will be asked to work that night. If no one volunteers then, the members who are present will be obligated to cover the all night order, as per the overtime schedule at a cost equal to that which would have been paid to the person originally ordered.

### **3C.05**

Each container terminal operator shall individually develop, in consultation with the union, overtime allocation rules. Such rules are subject to any changes necessary for the company to manage its operations. Management will at all times retain the right to determine the number of persons to be employed and which skills will be employed. The allocation rules will not be changed without first meeting to consult with the union. The union shall be given twenty-one (21) days' notice prior to the change of the schedule. This shall in no way restrict the company's ability to move persons on/off shifts other than the shift change notice. Management will confirm the overtime allocation rules to the union in writing. Changes to the overtime allocation rules shall be posted in the workplace and distributed to members of the Basic Workforce and the Union. The posted rules shall be subject to the grievance and arbitration procedure.

**ARTICLE 4C – GUARANTEES – Local 1825**

**4C.01**

a) Under **3C.02(a)** herein, Management agrees to pay the following minimum hours in accordance with the attached schedule:

<b><u>CALL</u></b>	<b><u>MINIMUM</u></b>	<b><u>HOURS</u></b>
08h00 to 12h00	turned to/stood by	4 hours
08h00 to 12h00	released by 08h00 due to weather	3 hours, <b><u>and</u></b>
<i>08h00 to 12h00</i>	<i>released by 8:00 a.m. when a vessel fails to arrive due to circumstances beyond local control</i>	<i>3 hours</i>
<hr/>		
13h00 to 17h00	turned to/stood by	4 hours
13h00 to 17h00	released by 13h00 due to weather	3 hours, <b><u>and</u></b>
13h00 p.m. to 17h00 p.m.	released by 13:00 when a vessel fails to arrive due to circumstances beyond local control	3 hours
<hr/>		
18h00 to 22h00	turned to/stood by	4 hours
18h00 to 22h00	released by 18h00 due to weather	3 hours, <b><u>and</u></b>
18h00 to 22h00	released by 18h00 p.m.	3 hours

when a vessel fails  
to arrive due to  
circumstances beyond  
local control

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18h00 to a finish  
(new orders or  
ordered back)

turned to/stood by

5 hours

18h00 to a finish  
(new orders or  
ordered back)

released by 18h00  
due to weather

3 hours, and

18h00 to a finish  
(new orders or  
ordered back)

released by 18h00  
when a vessel fails to  
arrive due to  
circumstances beyond  
local control

3 hours

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18h00 for all night

turned to/stood by

10 hours

18h00 for all night

released by 18h00  
due to weather

3 hours

and

18h00 for all night

released by 18h00 p.m.  
when a vessel fails  
to arrive due to  
circumstances beyond  
local control

3 hours

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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 and
24h00 to 08h00 (midnight start)	released by 24h00 when a vessel fails to arrive due to circumstances beyond local control	3 hours

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**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.

- b)** 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 10-hour guarantee and employees shall be paid the greater of the 10-hour guarantee or time worked.
- c)** 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 4.01 (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.

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.

Notwithstanding the above, in the event that the weather clause is invoked for Local 269 and Local 1341, and only the minimum Local 1825 complement is employed, the minimum complement will receive the regular weather clause guarantee. If the minimum complement are used to shut down equipment where it is parked they will receive the following weather clause guarantee at the applicable rate:

All night orders - 5 hours  
Midnight Start - 4 hours  
All other work guarantees shall be  
reduced by one hour.

In the event more than the minimum complement is employed the company may invoke the weather clause for all and in combination may turn to the minimum complement to shut down equipment where it is parked in which case the guarantees above would apply.



**d) 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

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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 for all night	checked in due to under bridge passage prohibition	4 hours

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24h00 to 08h00 (midnight start)	checked in due to under bridge passage prohibition	4 hours
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**4C.02**

Under 3C.03(a) herein, Management agrees to pay the following minimum hours in accordance with the attached schedule:

<u><b>WORK PERIOD</b></u>		<u><b>MINIMUM HOURS</b></u>
07h00 to 15h00	turned to/stood by released by 07h00	8
	when a vessel fails to arrive due to circumstances beyond local control or due to weather	3

In addition to the above, in the event an employee is required to continue working beyond the end of the work period, the employee shall be guaranteed not less than four (4) hours at the appropriate rate. However, if work extends beyond the start of the second shift meal period, the employee shall be guaranteed an additional four (4) hour guarantee unless the employees are ordered to work through prior to the end of the meal period, in which case, they shall be paid for time involved until broken for a meal period or released. (This only pertains to the second shift.)

**4C.03**

When employees have worked past the hour, they shall be paid for the quarter hour, and if past the quarter hour they shall be paid for the half hour, and if past the half hour they shall be paid for the three-quarter hour, and if past the three- quarter hour, they shall be paid for the full hour.

**4C.04**

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.

**4C.05**

Notwithstanding the foregoing, 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.

**ARTICLE 6C - BASIC WORK FORCE – Local 1825**

**6C.01**

A Company shall have the option of selecting a Basic Work Force at any time. Such Work Force shall perform any and all work required of it by the Company at its operation and the Company shall have priority to the members of its permanent work force.

**6C.02**

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 type 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 last date for submitting applications.

In addition, the Company shall advise the Union of the selected candidates within two (2) weeks following the last date for submitting applications, subject however to the time needed for any candidate evaluation that the Company may require.

**6C.03**

**(a)** 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 6C.02 above, and who possess the necessary abilities and qualifications (i.e. skill, aptitude, knowledge and physical fitness). However, if the Company is unable to select its desired

complement of employees from among such applicants due to insufficient numbers or inadequate abilities and qualifications, it may then obtain members of its Basic Work Force from any available source.

When a company has hired an employee from any available source, they will then provide an opportunity for the Union to interview the new employee prior to the new employee commencing work.

**(b)** The foregoing shall also apply in the event a Company is seeking to fill a temporary need.

**6C.04**

**(a)** All members of a Basic Work Force shall be on probation for the first five hundred (500) hours of work 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. Following such probationary period, anyone on the Basic Work Force who is not a member of the Union must, as a condition of remaining on the Basic Work Force, join and maintain membership in the Union, unless the Union will not so permit.

**(b)** It is understood that a probationary employee shall not be confirmed as a member of the appropriate Basic Work Force until the employee has successfully completed **their** probationary period. However, for purposes of ordering and assignment even on completion of their probationary period, it will still be Management's decision as to when they/the new BASIC WORKFORCE member are comfortable with assigning/ being assigned to particular work. The said employee shall be the last to be asked from those eligible permanent employees as per the overtime rules for trade related and general overtime until successful completion of 500 hour probationary period. Any union member who accepts a position with another employer will not be subject to a probationary period.

**(c)** Non-Union members employed under 6C.04(a) above who have not completed their probationary periods may be replaced by equally qualified Union members who were laid off from another Company covered by this Agreement, subsequent to the hiring of the non-Union member.

**6C.05**

In ordering employees for work, Management shall at all times give priority to its Basic Work Force. However, if at any time it is unable to obtain its required manpower there from, then it shall attempt to contact the Union to obtain additional labour from among other available qualified Union members, and thereafter it may obtain qualified labour from any source of its choosing.

**6C.06**

**(a)** When a Company deems it necessary to reduce the size of its Basic Work Force, such reduction shall be based upon length of service with the Company and the more senior employees will be retained provided they are able and willing to perform the work required. It is understood that in the event Management intends to increase or decrease the size of a Basic Work Force, it shall notify the Union at least two weeks in advance.

Members of the union will retain their seniority for the purpose of this Article for a period equal to their recall rights commencing from their date of lay-off. Members who leave the longshore industry shall not retain any seniority for the purpose of this Article. *“Leave the longshore industry” means that a union member has by **their** own choice alone made a decision to leave employment.*

However, in the event a Basic Work Force member resigns, Management will advise the Union within two weeks following the employee’s departure whether or not the employee is to be replaced.

**(b)** Subsequent to a reduction as set forth in 6C.06(a) above, should a Company seek to increase its Basic Work Force or replace a member thereof, then those previously laid off shall be entitled to be recalled in the inverse order in which they were laid off, subject to their abilities to perform the work involved. An individual who is laid off shall retain such recall entitlement for a period equal to the employee’s accumulated service at the time of lay-off, subject to a maximum of five (5) years.

**(c)** 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.

It is understood in the case of an increase, decrease and training of a basic workforce, management shall first consider relevant qualifications and when relevant qualifications are equal, then seniority shall prevail. *Relevant qualifications refer to the trade held by the person (i.e., heavy duty mechanic, industrial mechanic, industrial electrician, welders and gearmen.)*

**Note: The qualification for a gearman will be that of a marine industrial rigger with a minimum of two years of experience.**

When more than one Union member is hired to a basic work force on the same day, then their company seniority will be determined by their Union seniority for lay-off and recall purposes.

A Company shall meet its obligations hereunder by sending written advice by registered mail to the last known address of the individual involved, with a copy to the Union.

**6C.07**

Within two weeks following the signing of this Agreement, each Company shall give the Union a list of individuals employed by each of them under the terms of this Agreement. In each case, such list shall be deemed to be the Company's Basic Work Force and shall be subject to the provisions of this Agreement.

**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 9C - DISCIPLINE Local 1825**

**9C.01**

The Union agrees that it will not uphold incompetence, shirking of work, absenteeism, pilfering or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence of alcohol. An employee may be discharged or otherwise dealt with, for committing any of the above offenses or for any just cause, but a claim by an employee that **they have** been disciplined without just cause may be the subject of a grievance. Any employee suspended or discharged by Management will not be dispatched to any Company unless the employee is reinstated by agreement of the parties or pursuant to the Grievance and Arbitration Procedure.

**9C.02**

Charges against an employee resulting in dismissal or suspension shall be communicated to the Union in writing in an expeditious

manner and may be resolved on appeal by the Grievance Committee upholding the Company's action or restoring the employee to **thier** former position with full compensation for all regular time lost, or by any other arrangement which is considered just and equitable by the parties or by an Arbitrator.

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

**9C.03**

In the event management wishes to discuss a disciplinary matter with an employee covered by this agreement, management shall notify the union who will provide union representation for the employee. Union representation will consist of either the president, vice president or their representative who will be available, within a reasonable period of time, on the day in question.

**9C.04**

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.

**9C.05**

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

- a) disciplinary warnings shall be cancelled one year following the date of the incident;
- b) disciplinary suspensions shall be cancelled two years following the date of the incident.

**9C.06**

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. However, Management retains the right to stagger the scheduling of suspensions in the event there are more than one involved

**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.

## **13C – GENERAL – Local 1825**

### **13C.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.]

### **13C.07            Labour Management/Committee**

The parties agree to establish a Labour/Management Committee to consist of up to 3 representatives of each side. This Committee will meet at the request of either party.

At each such meeting, unless otherwise agreed to by the parties, a representative of Labour Canada shall be invited to act as Chairman. In addition to the membership of the Committee as set forth above, either party may invite additional representatives to attend such meetings as and when required. Nothing herein shall in any way modify the Grievance and Arbitration Procedure contained in this Agreement unless otherwise agreed to by the parties.

### **13C.08 Manpower Committee**

The parties agree to establish a Joint Manpower

Committee. As soon as can be arranged following the signing of this Collective Agreement, the parties shall meet in the presence of a representative of Labour Canada to determine the role of such Committee.

**13C.09**

**a) One Payroll Agency**

The following is a quote from the Memorandum of Agreement with Local 269 regarding a central payroll agency and is included herein solely for information purposes:

**“Central Pay**

*Management will sign a memorandum outside of the Collective Agreement stating that during the term of the Collective Agreement all employers, present or future, will all utilize the same payroll agency.”*

**b) Check-Off**

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

**13C.10 Health & Safety Committee**

**(a)** The parties recognize that the provisions of Part II of the Canada Labour Code with respect to Safety & Health Committees shall apply.

**(b)** It is agreed that once Committees are established in accordance with 13C.08(a) above, then 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 hours at the base rate.

**(c)** Management agrees that as soon as can be arranged following the establishment of the Committees in accordance with 13C.08(a) above, the Committee members will be provided, at Management's expense, the training in the role of Committee members as

provided by Labour Canada.

**(d)** In the event the Committees referred to in 13C.08(a) above cover more than one bargaining unit, it is agreed that I.L.A. Local 1825 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.

**13C.11**

It is understood by the parties to this Agreement that this Agreement as written constitutes the full and only Agreement between the parties and covers all working conditions to be observed by both.

It is further agreed that no previous conditions, practices, customs, rules or agreements shall be recognized or permitted to modify the terms of this Agreement.

**13C.12**

When employees are required to shift from ship to ship or move from one job to another during a working period, the employee shall be paid for the time so occupied.

**13C.13**

Employees shall be flexible and interchangeable to the extent that during a work period, they will perform any and all work covered by the Agreement when and as directed by Management, subject to preserving their health and safety.

**13C.14**

If any employee is injured on the job and must go home or to the hospital, the employee shall be paid for the balance of **their** regular work period for that day.

**13C.15**

**(a)** In the event Management employed a non-Union member

for a temporary job, as opposed to an addition or replacement for a Basic Work Force, then such non-Union member may be replaced by an available qualified Union member, provided that:

- The Union member agrees to be available as required for the duration of the temporary job, and,
  - the Union notifies Management of the Union member's availability prior to 14h30 on the preceding day.
- (b) Companies will supply coveralls and the cleaning of same.

**13C.16**

For the purposes of Articles 13C and 6C of this Agreement, the term "temporary" is understood to mean labour requirement(s) for which the end is foreseeable. It is agreed that the companies will identify, at the time of hiring, the end of the temporary position.

The Employer is required to define the work requirements prior to hiring a temporary employee and provide a time frame for which the work requirements will be completed.

Retirees may be hired as per Article 14.05 to fill temporary assignments for a period up to six (6) months in duration. This may be extended by mutual agreement of the parties for up to an additional six (6) month period, and thereafter, for each extension. Retirees who are not extended are not eligible to work for the same employer for a period of three (3) months from the end of their last temporary assignment.

**13C.17                    Special Meetings - Port Closure**

It is agreed that the Union may hold a special meeting of its membership provided it coincides with one arranged by Local 269 and is for the sole purpose of ratifying memoranda of agreement for the renewal of the Collective Agreement. When such a meeting is required, the Union will notify Management, and it will be held on the same date and time as Local 269 holds its meeting. The Union further 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 but only if Local 269 also extends its meeting to the following period. In the event Local 269 requires two (2)



periods for their meeting and Local 1825 only requires one, then the union will notify Management of its availability and its members may be employed at the discretion of Management.

**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 24<sup>th</sup>, until 18h00 on December 26<sup>th</sup> except on December 26<sup>th</sup> 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 23<sup>rd</sup> 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 workforce 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 Longshoremens’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 14C   SCHEDULE OF WAGES  
AND FRINGE BENEFITS – Local 1825**

**14C.11**

The parties to this Agreement agree to accept and adhere to the Schedule of Wages appended hereto which are hereby made a part of this Agreement.

The basic wage rates for the term of the Collective Agreement shall be as follows:

effective January 1 <sup>st</sup>	<b>2022 - \$43.94</b>
effective January 1 <sup>st</sup>	<b>2023 - \$46.14</b>
effective January 1 <sup>st</sup>	<b>2024 - \$47.99</b>
effective January 1 <sup>st</sup>	<b>2025 - \$49.79</b>

**14C.12**

All payrolls to close at 8:00 a.m. Sunday or the completion of work beyond such time resulting from Saturday orders and payment of wages shall commence not later than 10:00 a.m. the following Thursday. In the case of employees working on the 3:00 p.m. to 11:00 p.m. shifts at **PSA Atlantic Hub Limited**, the Company shall endeavour to pay on Wednesday. The pay cheques or pay stubs, in the case of direct deposits, shall be in envelopes.

**14C.13**

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

- (i) in the case of employees working under 3C.02(a) herein, the rate of pay for meal period work at 23h00 on the eve of a holiday shall be double the prevailing rate, to a maximum of six (6) times the basic wage rate for the next work period.
- (ii) in the event persons are required to work through a second consecutive meal period then, as of the start of the second meal period and thereafter until released for a meal period, they shall be paid double the rate set forth in the attached wage schedules to a maximum of six (6) times the basic wage rate for the second meal period or they shall be paid double the rate on which they are working, whichever is greater. This shall only apply to orders under 3C.02.

**14C.14**

Management agrees to pay a tool allowance to all union members who worked during any period of the year, whether attached or unattached at end of period, including retirees in the year in which they retire, in accordance with the following:

1.6% of the basic wage rate, effective January 1<sup>st</sup>, 2008

Such payment shall be calculated for the period of May 1<sup>st</sup> to April 30 of the year following and will be paid on or before the third Thursday in May of each year.

**14C.15**

**Personal Protective Equipment & Clothing**

a) Management shall pay annually to each active union member an amount of money in accordance with the following:

- an amount equal to 22 times the basic wage rate;

- this amount covers the purchase of safety **footwear, and other PPE & C not provided by management. Management agrees to provide employees with a list of what PPE&C will be provided.**

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 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). However, there is one exception with regard to employees on union business (i.e., president/vice-president/business agent). These hours must be submitted to the H.E.A. by 31 December.

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.

The Company agrees to provide and maintain seven (7) pairs of unlined coveralls and two (2) pair of lined coveralls. Heavy duty mechanics at container terminals shall be provided with an additional two (2) pairs of unlined coveralls for a total of nine (9) pairs.

**b) 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 his/her supervisor immediately,

and the H.E.A. shall establish the claim as soon as possible thereafter.

**c) 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 14C.14 a) fulfil the requirements of this Article

**14C.16 Management will endeavour to notify employees in a timely manner when they make changes to time sheets that have been submitted by the employee.**

**ARTICLE 19C TRAINING – LOCAL 1825**

**(a)** It is understood that a Company shall require employees to take company-sponsored training as recommended by the manufacturer and/or determined necessary by management when new equipment is introduced into the workplace, and it is agreed employees are obliged to comply when and as required, including any testing related thereto.

**(b)** Management shall meet to advise and discuss with the Union any such training/testing programs prior to their commencement.

**(c)** Upon completion of the test, the Union and the employee

who took the test shall be advised of the results in writing and any evaluations made on the employee by the examiner.

**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 1<sup>st</sup> to December 31<sup>st</sup> 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 1825**

**For Halifax Employers  
Association**

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17 January 2012

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

**Re: Corrections to Pay**

Dear Mr. Piper:

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

Yours truly,  
Richard Moore  
President & CEO

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



13 January 2009

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

**Re: “Clean Up” Time**

Dear Mr. Cranston:

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

Yours truly,  
Richard Moore  
President & CEO

I concur, \_\_\_\_\_  
David Cranston

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



13 January 2009

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

**Re: Work Under Control of the Employer – Ocean Terminals**

Dear Mr. Cranston:

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

Yours truly,  
Richard Moore  
President & CEO

I concur, \_\_\_\_\_  
David Cranston

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

March 31, 2014

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

Dear Mr. Piper:

**Re: Productivity & Efficiency Committee**

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

Sincerely,



Richard Moore  
President & CEO

I concur,



Kevin Piper

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



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

**Modified Eight-Hour Rest Period**

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

1. An employee may not work more than three work periods within any 24-hour period with all or any combination of employers in the longshoring industry.
2. Once an employee has worked three work periods with any 24-hour periods, the employee must take seven (7) consecutive hours off work.
3. Once an employee has seven (7) consecutive hours off, the clock resets.
3. An employee who works three consecutive periods including a finish order at 18h00 which extends beyond 01H00, is not eligible for new orders until 13h00 the following day.
4. The following periods will not count as periods worked except after an employee has worked three periods within a 24-hour period:
  - a) weather check-ins at commencement of period;
  - b) extensions of a period will be considered part of that period
  - c) lineswork (except lineswork at the end of the period of the third period)
  - d) employees held and checked in (unable to bring to complement);
  - d) the second period of an all-night order or all night terminal order, when employees are finished at or before 23h00 or worked through at 23h00 and are released by 01h00;
  - f) a period as defined in the collective agreement

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

A handwritten signature in blue ink, appearing to read 'A Moore', is written over a horizontal line.

Halifax Employers Association

A handwritten signature in blue ink, appearing to read 'K.P.', is written over a horizontal line.

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

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

# LOCAL 1825

## APPENDICES

<b>PORT OF HALIFAX – LOCAL 1825 PAY SCALE, EXCLUDING MIDNIGHT START</b>								
	<b>24h00 to 05h00</b>	<b>05h00 to 08h00</b>	<b>08h00 to 12h00</b>	<b>12h00 to 13h00</b>	<b>13h00 to 17h00</b>	<b>17h00 to 18h00</b>	<b>18h00 to 23h00</b>	<b>23h00 to 24h00</b>
<b>Tuesdays/ Fridays incl.</b>	1½	3	1	2	1	3	1½	3
<b>Saturdays</b>	1½	3	1½	3	1½	3	1½	6
<b>Holidays (excl. Mondays)</b>	3	6	2	4	2	6	3	6
<b>Mondays normal</b>	2¼	4½*	1	2	1	3	1½	3
<b>Sundays Only</b>	3	6	2	4	2	6	3	4½
<b>Holidays - Mondays</b>	4½	6	2	4	2	6	3	6

**\*NOTE:** Non-Shift work commencing at 07h00 on Normal Mondays shall be at paid 3 times the basic wage rate.

**PORT OF HALIFAX - LOCAL 1825**

**Appendix "A" - Wage Schedules**

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

(Excluding Work Commencing at Midnight)

<b>Basic Rate</b>	<b>2022</b>	<b>\$43.94</b>								
			<b>24h00</b>	<b>05h00</b>	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>23h00</b>
			<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>
			<b>05h00</b>	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>23h00</b>	<b>24h00</b>
<b>Tues/Fri Incl.</b>										
			\$65.910	\$131.820	\$43.940	\$87.880	\$43.940	\$131.820	\$65.910	\$131.820
<b>Saturdays</b>										
			\$65.910	\$131.820	\$65.910	\$131.820	\$65.910	\$131.820	\$65.910	\$263.640
<b>Holidays (excluding Mondays)</b>										
			\$131.820	\$263.640	\$87.880	\$175.760	\$87.880	\$263.640	\$131.820	\$263.640
<b>Mondays Normal</b>										
			\$98.865	\$197.730	\$43.940	\$87.880	\$43.940	\$131.820	\$65.910	\$131.820
<b>Sundays only</b>										
			\$131.820	\$263.640	\$87.880	\$175.760	\$87.880	\$263.640	\$131.820	\$197.730
<b>Holidays - Mondays</b>										
			\$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: Non-shift work commencing at 07h00 on Normal Mondays shall be paid at 3 times the basic wage rate.**

**Port of Halifax**

**Local 1825**

**Appendix "A" - Wage Schedules**

**Schedule of Wages effective 07h00, January 1, 2022 to December 31, 2022 for hours worked as set forth in Article 3C.03(a) of the Collective Agreement**

	<b>Basic Rate</b>	<b>Working Through Meal Hour</b>
	7 to 3	As of 1 p.m.
<b>Monday/Friday</b>	43.94	87.88
<b>Holidays (Monday to Friday)</b>	87.88	175.76

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

**PORT OF HALIFAX  
LOCAL 1825  
APPENDIX "A" - WAGE SCHEDULES  
Rates of pay from January 1st, 2022, to December 31st, 2022,  
Inclusive**

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT**

Monday/Friday inclusive	87.88
Saturdays	131.82
Sundays and Holidays	175.76

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT –  
OCEAN RATES**

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



**PORT OF HALIFAX - LOCAL 1825**

**Appendix "A" - Wage Schedules**

Rates of pay from January 1, 2023, to December 31, 2023  
(Excluding Work Commencing at Midnight)

<b>Basic Rate</b>	<b>2023</b>	<b>\$46.14</b>								
			<b>24h00</b>	<b>05h00</b>	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>23h00</b>
			<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>	<b>To</b>
			<b>05h00</b>	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>23h00</b>	<b>24h00</b>
<b>Tues/Fri Incl.</b>			\$69.210	\$138.420	\$46.140	\$92.280	\$46.140	\$138.420	\$69.210	\$138.420
<b>Saturdays</b>			\$69.210	\$138.420	\$69.210	\$138.420	\$69.210	\$138.420	\$69.210	\$276.840
<b>Holidays (excluding Mondays)</b>			\$138.420	\$276.840	\$92.280	\$184.560	\$92.280	\$276.840	\$138.420	\$276.840
<b>Mondays Normal</b>			\$103.815	\$207.630	\$46.140	\$92.280	\$46.140	\$138.420	\$69.210	\$138.420
<b>Sundays only</b>			\$138.420	\$276.840	\$92.280	\$184.560	\$92.280	\$276.840	\$138.420	\$207.630
<b>Holidays - Mondays</b>			\$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: Non-shift work commencing at 07h00 on Normal Mondays shall be paid at 3 times the basic wage rate.**

**Port of Halifax**

**Local 1825**

**Appendix "A" - Wage Schedules**

**Schedule of Wages effective 07h00, January 1, 2023 to December 31, 2023 for hours worked as set forth  
In Article 3C.03(a) of the Collective Agreement**

	<b>Basic Rate</b>	<b>Working Through Meal Hour</b>
	<b>7 to 3</b>	<b>As of 1 p.m.</b>
<b>Monday/Friday</b>	46.14	92.28
<b>Holidays (Monday to Friday)</b>	92.28	184.56

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

**PORT OF HALIFAX  
LOCAL 1825  
APPENDIX "A" - WAGE SCHEDULES  
Rates of pay from January 1st, 2023, to December 31st, 2023,  
Inclusive**

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT**

Monday/Friday inclusive	92.28
Saturdays	138.42
Sundays and Holidays (Monday to Friday)	184.56

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT –  
OCEAN RATES**

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

**PORT OF HALIFAX - LOCAL 1825**

**Appendix "A" - Wage Schedules**

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

**Basic Rate      2024      \$47.99**

	24h00	05h00	08h00	12h00	13h00	17h00	18h00	23h00
	To	To	To	To	To	To	To	To
	05h00	08h00	12h00	13h00	17h00	18h00	23h00	24h00
<b>Tues/Fri Incl.</b>	\$71.985	\$143.970	\$47.990	\$95.980	\$47.990	\$143.970	\$71.985	\$143.970
<b>Saturdays</b>	\$71.985	\$143.970	\$71.985	\$143.970	\$71.985	\$143.970	\$71.985	\$287.940
<b>Holidays (excluding Mondays)</b>	\$143.970	\$287.940	\$95.980	\$191.960	\$95.980	\$287.940	\$143.970	\$287.940
<b>Mondays Normal</b>	\$107.978	\$215.955	\$47.990	\$95.980	\$47.990	\$143.970	\$71.985	\$143.970
<b>Sundays only</b>	\$143.970	\$287.940	\$95.980	\$191.960	\$95.980	\$287.940	\$143.970	\$215.955
<b>Holidays - Mondays</b>	\$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: Non-shift work commencing at 07h00 on Normal Mondays shall be paid at 3 times the basic wage rate.**

**Port of Halifax**

**Local 1825**

**Appendix "A" - Wage Schedules**

**Schedule of Wages effective 07h00, January 1, 2024 to December 31, 2024 for hours worked as set forth  
In Article 3C.03(a) of the Collective Agreement**

	<b>Basic Rate</b>	<b>Working Through Meal Hour</b>
	<b>7 to 3</b>	<b>As of 1 p.m.</b>
<b>Monday/Friday</b>	47.99	95.98
<b>Holidays (Monday to Friday)</b>	95.98	191.96

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

**PORT OF HALIFAX  
LOCAL 1825  
APPENDIX "A" - WAGE SCHEDULES  
Rates of pay from January 1st, 2024 to December 31st, 2024,  
Inclusive**

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT**

Monday/Friday inclusive	95.98
Saturdays	143.97
Sundays and Holidays	191.96

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT –  
OCEAN RATES**

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

**PORT OF HALIFAX - LOCAL 1825**

**Appendix "A" - Wage Schedules**

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

**(Excluding Work Commencing at Midnight)**

**Basic Rate      2025      \$49.79**

	24h00	05h00	08h00	12h00	13h00	17h00	18h00	23h00
	To	To	To	To	To	To	To	To
	05h00	08h00	12h00	13h00	17h00	18h00	23h00	24h00
<b>Tues/Fri Incl.</b>	\$74.685	\$149.370	\$49.790	\$99.580	\$49.790	\$149.370	\$74.685	\$149.370
<b>Saturdays</b>	\$74.685	\$149.370	\$74.685	\$149.370	\$74.685	\$149.370	\$74.685	\$298.740
<b>Holidays (excluding Mondays)</b>	\$149.370	\$298.740	\$99.580	\$199.160	\$99.580	\$298.740	\$149.370	\$298.740
<b>Mondays Normal</b>	\$112.028	\$224.055	\$49.790	\$99.580	\$49.790	\$149.370	\$74.685	\$149.370
<b>Sundays only</b>	\$149.370	\$298.740	\$99.580	\$199.160	\$99.580	\$298.740	\$149.370	\$224.055
<b>Holidays - Mondays</b>	\$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: Non-shift work commencing at 07h00 on Normal Mondays shall be paid at 3 times the basic wage rate.**

**Port of Halifax**

**Local 1825**

**Appendix "A" - Wage Schedules**

**Schedule of Wages effective 07h00, January 1, 2025 to December 31, 2025 for hours worked as set forth  
In Article 3C.03(a) of the Collective Agreement**

	<b>Basic Rate</b>	<b>Working Through Meal Hour</b>
	<b>7 to 3</b>	<b>As of 1 p.m.</b>
<b>Monday/Friday</b>	49.79	99.58
<b>Holidays (Monday to Friday)</b>	99.58	199.16

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

**PORT OF HALIFAX  
LOCAL 1825  
APPENDIX "A" - WAGE SCHEDULES  
Rates of pay from January 1st, 2025 to December 31st, 2025,  
Inclusive**

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT**

Monday/Friday inclusive	99.58
Saturdays	149.37
Sundays and Holidays	199.16

**RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT –  
OCEAN RATES**

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

<b>Working 2 Consecutive Periods Broken for All Meal Hours</b>		
	<b>"7 to 3"</b>	<b>"3 to 11"</b>
<b>Monday to Friday</b>	1 x	1½ x
<b>Holidays</b>	2 x	3 x

<b>Working 2 Consecutive Periods Not Broken for Meal Hours In 2<sup>nd</sup> Meal Period</b>		
	<b>"7 to 3"</b>	<b>"3 to 11"</b>
<b>Monday to Friday</b>	1 x	1½ x (3 to 7) 3 x (7 to 11)
<b>Holidays</b>	2 x	3 x (3 to 7) 6 x (7 to 11)

**ALL SHIFT PREMIUMS WILL BE PAID IN ACCORDANCE WITH ARTICLE 3.03(h).**

**APPENDIX "B" – LOCAL 1825  
Seniority List  
MEMBERS OF I.L.A. LOCAL 1825  
STATUS AND SKILL CATEGORY  
as at: 8 October 2023**

**Industrial Mechanics**

	<b>Name</b>	<b>Date Joined</b>	<b>Employer</b>
<b>1</b>	40142 Mark Jensen	Sep-05	Fairview Cove
<b>2</b>	40031 Chris Rose	Feb-06	Fairview Cove
<b>3</b>	41206 John Briand	Dec-14	Atlantic Hub
<b>4</b>	41244 Rob Tanner	Oct-15	Atlantic Hub
<b>5</b>	41245 Matthew Wilkie	Oct-15	Atlantic Hub
<b>6</b>	41263 Fred Proctor	Mar-18	Atlantic Hub
<b>7</b>	41278 Stewart Rutherford	Dec-18	Atlantic Hub

**Welders**

	<b>Name</b>	<b>Date Joined</b>	<b>Employer</b>
<b>1</b>	27350 David Hartlin	Feb-99	Atlantic Hub
<b>2</b>	28440 Robert Joyce	May-01	Fairview Cove
<b>3</b>	40995 John Jones	Feb-12	Fairview Cove
<b>4</b>	41205 John Campbell	Oct-14	Atlantic Hub
<b>5</b>	41262 Kyle Spence	Mar-18	Unattached
<b>6</b>	43057 Julia Hubley	Sep-21	Unattached

**Gearmen**

	<b>Name</b>	<b>Date Joined</b>	<b>Employer</b>
<b>1</b>	18819 Freeman Walters	Sep-72	Fairview Cove
<b>2</b>	43067 Liam Reilly	Sep-21	Atlantic Hub



### Heavy Duty Mechanics

	<b>Name</b>	<b>Date Joined</b>	<b>Employer</b>
<b>1</b>	28376 Thomas Scarfe	Jul-98	Fairview Cove
<b>2</b>	28399 Stephen Deal	Jul-98	Atlantic Hub
<b>3</b>	27235 Scott Sutherland	Sep-00	Fairview Cove
<b>4</b>	27265 Peter Mansfield	Sep-00	Fairview Cove
<b>5</b>	26847 Victor Robinson	Feb-01	Atlantic Hub
<b>6</b>	23025 Calvin Martin	Feb-01	Fairview Cove
<b>7</b>	28472 Mark Lynch	Dec-03	Fairview Cove
<b>8</b>	28372 Douglas Flemming	Jan-04	Fairview Cove
<b>9</b>	40119 James Clark	Jan-04	Fairview Cove
<b>10</b>	40024 Robert Day	Aug-04	Atlantic Hub
<b>11</b>	40027 Glenn Lawson	Aug-04	Fairview Cove
<b>12</b>	40134 Robert Macaulay	Mar-05	Fairview Cove
<b>13</b>	40148 Dale Proctor	Feb-06	Fairview Cove
<b>14</b>	28500 Lloyd Blagdon	Sep-07	Atlantic Hub
<b>15</b>	40133 Garry Henneberry	May-08	Logistec
<b>16</b>	27263 Dennis Samson	Nov-00	Unattached*
<b>17</b>	26572 Ralph Flemming	Sep-02	Unattached*
<b>18</b>	40988 Jamie Ross	May-11	Fairview Cove
<b>19</b>	40989 Tom Edwards	May-11	Atlantic Hub
<b>20</b>	40990 Jim Hartling	May-11	Atlantic Hub
<b>21</b>	41052 Sean Kilpatrick	Apr-13	Atlantic Hub
<b>22</b>	41074 Derek Stevens	Jun-13	Atlantic Hub
<b>23</b>	41208 Philip Hood	Jun-15	Atlantic Hub
<b>24</b>	41240 Chris Power	Oct-15	Atlantic Hub
<b>25</b>	41241 DJ Flemming	Oct-15	Atlantic Hub

26	41953 Michael Salter	Oct-15	Fairview Cove
27	41247 Daniel Theuerkauf	Oct-15	Atlantic Hub
28	41248 Jamie Ward	Oct-15	Atlantic Hub
29	41703 David Simon	Mar-16	Atlantic Hub
30	41705 Scott Hurst	Mar-16	Atlantic Hub
31	41254 Jacob Barkhouse	Dec-17	Atlantic Hub
32	41265 Kyle Scott	Jun-18	Logistec
33	41266 John Dennis	Jun-18	Atlantic Hub
34	41273 Daniel Baker	Sep-18	Fairview Cove
35	41269 Michael Campbell	Dec-18	Atlantic Hub
36	43056 Brian MacDonald	Sep-21	Empire
37	43081 Geoffrey Carter	Jan-22	Empire
38	43078 Logan Croft	Jan-22	Atlantic Hub
39	43083 Robert Glen-Esk	Jan-22	Logistec
40	43154 Christopher Veinot	Nov-22	Fairview Cove
41	43155 Cole Puttemery	Nov-22	Fairview Cove
42	43170 Tyler Doyle	Mar-23	Fairview Cove
43	43171 Riley Lawrence	Mar-23	Fairview Cove
44	42105 Vaughn Hodgson	Aug-22	Atlantic Hub

**Industrial Electricians**

	<b>Name</b>	<b>Date Joined</b>	<b>Employer</b>
<b>1</b>	25546 Phillip Morris	Apr-89	Atlantic Hub
<b>2</b>	27245 Joseph McKeen	Nov-00	Atlantic Hub
<b>3</b>	28432 Kevin Smith	Feb-01	Atlantic Hub
<b>4</b>	27030 Charles Whynot	Jan-04	Fairview Cove
<b>5</b>	40143 Brad Campbell	Sep-05	Fairview Cove
<b>6</b>	40147 Gary Twyne	Feb-06	Fairview Cove
<b>7</b>	41007 Brett Mitton	Jan-12	Fairview Cove
<b>8</b>	41050 Bradford Hutt	Jan-13	Atlantic Hub
<b>9</b>	41073 Wade Mclsaac	Jun-13	Atlantic Hub
<b>10</b>	41067 Dwayne Sainsbury	Sep-13	Atlantic Hub
<b>11</b>	41242 Hardy Kose	Oct-15	Atlantic Hub
<b>12</b>	41952 Joseph Best	Dec-17	Atlantic Hub
<b>13</b>	41261 Adam Welsh	Mar-18	Atlantic Hub
<b>14</b>	41268 Andrew Gilby	Sep-18	Atlantic Hub
<b>15</b>	41249 Mitchell Crewe	Dec-18	Atlantic Hub
<b>16</b>	41281 Adam Carrick	Sep-19	Atlantic Hub
<b>17</b>	43053 Anthony Gulliver	Apr-21	Fairview Cove
<b>18</b>	41274 Kurtis Whynot	Aug-21	Fairview Cove
<b>19</b>	43107 Brodie White	Aug-22	Atlantic Hub
<b>20</b>	43161 Matt D'etremont	Mar-23	Atlantic Hub
<b>21</b>	41264 James Kemp	Mar-23	Atlantic Hub

## ***Halifax Employers Association***

### APPENDIX "C" – LOCAL 1825

8 May 1998

Mr. John Campbell, President  
I.L.A. Local 1825  
18 Harris Court  
Bedford, Nova Scotia  
B4A 3R6

Dear Mr. Campbell:

This will confirm that in the event Management intends to introduce any type of formal training for employees in the bargaining unit, we shall discuss such matter(s) with representatives of the Union in advance. In so doing, we will take into consideration any suggestions that are forthcoming from the Union in this regard.

Notwithstanding the foregoing, the companies will train employees as and when required.

Yours very truly,

R.L. Fisher  
General Manager

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

## ***Halifax Employers Association***

8 May 1998

Mr. John Campbell  
I.L.A. LOCAL 1825  
18 Harris Court  
Bedford, Nova Scotia  
B4A 3R6

### **TRAINING & UPGRADING OF UNION MEMBERS**

Dear Mr. Campbell:

This will serve to confirm our agreement in principle to the training and upgrading of Union members and that such matters will be discussed by the parties in Labour-Management meetings.

Yours truly,

R.L. Fisher  
General Manager

RLF:ck

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

## ***Halifax Employers Association***

8 May 1998

Mr. John Campbell  
I.L.A. LOCAL 1825  
18 Harris Court  
Bedford, Nova Scotia  
B4A 3R6

Dear Mr. Campbell:

This will serve to confirm our agreement that members of Local 1825 shall continue to fabricate those things which they are currently doing and have done in the past which they are capable of doing, subject to available manpower and equipment.

Yours truly,

R.L. Fisher  
General Manager

RLF:ck

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

**Letter of Understanding**

**Between the Halifax Employers Association**  
**("Employer")**

**And**

**The Council of I.L.A. Locals for the Port of Halifax**

**Local 1825 - Halifax Gear Repair & Maintenance**  
**Men**

**With Respect to the Posting of Shift Opportunities**  
**at PSA Halifax Fairview Cove and Atlantic Hub**

The following shall constitute an agreement between the parties with respect to the posting of shift opportunities at container terminal operations. The parties agree that:

1. The arbitration award of Innis Christie dated March 31, 2006 with respect to grievance 2004G7, clearly confirms that under the collective agreement the employer has the expressed management right to establish 40 hour day shift operations Monday to Friday and to restrict employees on that schedule from being eligible for overtime opportunities provided this is done in good faith and for legitimate business reasons as deemed necessary by the employer.
2. In recognition of the fact that that the restriction on overtime opportunities while employed on a 40 hour day shift schedule may be perceived by some Local 1825 members as being overly restrictive, on a without prejudice basis, the employer agrees to the following:
  - a. **PSA Atlantic Hub and PSA Fairview Cove** will post port-wide for positions on the basic workforce shift rotation when they become available.

- b. All Local 1825 members will be eligible to apply to these postings and selection will be done on the basis of senior qualified in accordance with Article 11.06 (c) as contained in the Memorandum of Agreement dated April 14, 2003. If there are no internal applications with the necessary qualifications for either the shift rotation positions or the 40 hour per week day shift operation, then the employer is free to hire from any source.
- c. Lay-offs and recall shall be done in accordance with the collective agreement, however, employees hired into and laid-off from forty (40) hour per week positions who have never been selected to a shift rotation position shall have recall to forty (40) hour per week positions only. Such employees shall be allowed to apply to posted shift rotation positions using their union seniority but have no recall rights to those positions.
- d. **Employees may request to be taken off the scheduled rotation and placed on a 40 hour per week schedule and nothing shall prevent the employer from placing such employee volunteers from their existing workforce on a 40 hour per week day shift schedule subject to the same conditions as contained in #1 above. These employees will receive the same treatment as other 40 hour per week employees and will retain their seniority for placement on the 40 hour overtime list.**

Richard Moore  
The Halifax Employers  
Association

Mick Franks  
Council of ILA Locals  
- Local 1825

Date: June 30, 2010



**Letter of Understanding  
Between  
The Council of ILA Locals for the Port of Halifax  
For and on Behalf of  
The Halifax Gear Repair and Maintenance Men, ILA Local 1825  
And the  
Halifax Employers Association**

1. The following agreement shall be effective from the date of ratification of the Collective Agreement and shall expire on **December 31, 2020** unless the parties mutually agree to extend it.
2. The Parties agree to establish an apprenticeship programme to be administered by the joint Labour Management Committee as a pilot project.
3. For the duration of this agreement, it is agreed that the container terminals in the Port of Halifax shall have the ability to hire one (1) Industrial Electrician Apprentice at each terminal. Other apprenticeships may be implemented if there is mutual agreement to do so at the Labour Management Committee.
4. The Apprentices who are hired shall not be union members but will be represented by the ILA Local 1825 when they are at work and shall pay check-off. The apprenticeships shall be governed by the Nova Scotia *Apprentice and Trades Qualifications Act and Regulations* and/or the Collective Agreement or rules established by the Labour Management Committee.
5. Apprentices will be eligible for overtime opportunities only after all available Union Members in that skill at that company have been exhausted.
6. Apprentices must have passed the one-year community college course as a minimum in order to qualify. The following is the pay progression scale for apprentices:

Year 1	1000-2000 hours	60% of Basic Wage Rate
Year 2	2000-4000 hours	70% of Basic Wage Rate
Year 3	4000-6000 hours	80% of Basic Wage Rate
Year 4	6000-8000 hours	90% of Basic Wage Rate
7. No Apprentice shall be employed if there is a journeyman in the same skill within the Local who is involuntarily unattached.

  
\_\_\_\_\_  
Council of ILA Locals, Local 1825

  
\_\_\_\_\_  
Halifax Employers Association

**Date: June 15, 2018**

**Letter of Understanding**

**Between**

**The Council of ILA Locals for the Port of Halifax  
For and on Behalf of  
The Halifax Gear Repair and Maintenance Men, ILA Local 1825**

**And the**

**Halifax Employers Association**

1. The following agreement shall be effective from the date of ratification of the current Collective Agreement 2017-2020.
2. Management agrees to reimburse members of Local 1825 who are required to wear safety eye glasses and require corrective lenses up to a maximum of \$400 every two years for prescription safety glasses.
3. In order to be reimbursed, employees must provide a copy of the receipt and prescription (original if possible) for the eyewear being claimed.
4. If a claim is made for the same eye wear through another provider then reimbursement will be limited to the difference between what the other provider pays and the cost of the prescription safety eye wear to a maximum of \$400 every two years.



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Council of ILA Locals, Local 1825



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Halifax Employers Association

**Date: June 15, 2018**