

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE MARITIME EMPLOYERS ASSOCIATION**

(hereinafter called the "employers")

**OF THE FIRST PART**

**and**

**THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION  
(AFL-CIO) CLC LOCAL 1879 HAMILTON**

(hereinafter called the "union")

**OF THE SECOND PART**

**2010 – 2011 – 2012 – 2013 – 2014 – 2015 – 2016 - 2017**

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**TABLE OF CONTENTS**

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	<u>Page</u>
ARTICLE I	Bargaining Unit and Scope of Agreement ..... 1
ARTICLE II	Management Rights ..... 2
ARTICLE III	Relationship ..... 3
ARTICLE IV	Union Representation ..... 5
ARTICLE V	Grievance Procedure and Arbitration Procedure ..... 6
ARTICLE VI	No Strike or Lock Out ..... 10
ARTICLE VII	Vacations ..... 10
ARTICLE VIII	Holidays ..... 11
ARTICLE IX	Seniority ..... 11
ARTICLE X	Wages and Overtime ..... 12
ARTICLE XI	Call Hours..... 13
ARTICLE XII	Hours of Work ..... 17
ARTICLE XIII	General ..... 19
ARTICLE XIV	Health and Welfare Fund ..... 22
ARTICLE XV	Check Off ..... 23
ARTICLE XVI	Terminal Agreement..... 24
ARTICLE XVII	Termination..... 25
	Signatures.....25
Schedules of Wages (24 Schedules)	

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## **ARTICLE I - BARGAINING UNIT AND SCOPE OF AGREEMENT**

**1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the parties and to provide machinery for the prompt disposition of grievances and to establish satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

**1.02** The Employer recognizes the Union as the exclusive bargaining agent for a unit of employees employed in the checking of cargo in the longshoring industry in the Port of Hamilton and classified as Terminal Foreman, Head Checker, Terminal Office Clerk and Checker.

**1.04** The Employers recognize the Joint Dispatching System and the joint Negotiating Teams of Locals 1879 and 1654; also, the fact that the Grievance Committee will have members of both Locals on the Committee, the make-up of such Committee dependent upon the jurisdiction of the matter under dispute.

**1.05** The term "employee" or "employees" as used in this agreement unless it is clearly specified otherwise shall mean only those employees described in Clause 1.02.

## **ARTICLE II - MANAGEMENT RIGHTS**

**2.01** The Union recognizes the right of the Employers to manage their business, direct the working force, including, but without restricting, the generality of the foregoing, to hire, discharge, retire, classify, direct, transfer, promote, demote, lay-off and suspend or otherwise discipline employees subject to the right of the employee to lodge a grievance as herein provided, to make and enforce and alter from time to time rules and regulations after advising the business agent of the local which shall be observed by the employees, and to determine the work to be performed, the methods or processes to be used, schedules of work, kinds and locations of equipment to be used, the control of cargoes and commodities, the number of personnel to be employed and the extension, limitation, curtailment or cessation of operations.

**2.02** It is agreed that the foregoing will be exercised in a manner consistent with the provisions of this agreement.

## **ARTICLE III - RELATIONSHIP**

**3.01** It is agreed that the Employers will inform the Union office according to the provisions of this agreement, the number of men in each classification and the Union shall dispatch in accordance with such instructions. If the Union fails to supply qualified personnel when required, the Employers shall have the right to hire persons who are not members of the Union. However, any man hired by the Employers must be instructed to report to the Union hall, which will dispatch the men as required by the Employers. Union members who are willing and able to work will be able to displace non-Union members at the beginning of the next work period, i.e. 0800, 1300, or 1800 hrs. In the event of a reduction in the number of employees working, non-Union members will be laid-off first.

**3.02** The Union agrees that it will not conduct any Union activities on the premises of the employers except as may be permitted by this agreement. The employers agree that they will not discriminate against any employee by reason of his Union activities.

**3.03 (a)** The Union agrees that it will not uphold incompetence, shirking of work, pilfering or breaching 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 as the Employers see fit for committing any of the above offenses or for any other just cause. A claim by an employee that he has been discharged or disciplined without reasonable cause may be the subject of a grievance.

**3.03 (b)** It is understood that all written warnings and suspensions will become void after one (1) year of violation free service.

**3.04** The Employers' rules with regard to smoking on ships or in sheds shall be observed at all times.

**3.05** Except under emergency conditions, case of urgency, or for purposes of training or instruction, foremen or supervisors shall not act as checkers, and shall not do any other work covered by this agreement.

**3.06** It is agreed that the Employers shall have the right to select and appoint Terminal Foremen, Terminal Office Clerks, and Head Checkers but such employees shall be chosen from among the membership of I.L.A. Local 1879.

**3.07** No employee shall leave the workplace without arranging to do so by requesting permission from his foreman who in turn will request permission from the superintendent or designate in advance of the shift start time.

#### **ARTICLE IV - UNION REPRESENTATION**

**4.01** The Employers acknowledge the right of the Union to appoint stewards from among the employees to assist such employees in presenting grievances as herein provided. The Union further agrees to supply the Employers with an up-to-date list of names of the elected stewards after each election or at any time the stewards are changed.

**4.02** The Union agrees that stewards shall have their regular duties to perform on behalf of the Employers and such persons shall not leave their regular duties without receiving permission from their Foremen which shall not be unreasonably withheld. They shall state their destination to their Foreman together with the reasons therefore and shall report again to the Foreman, at the time of their return to work. The Union agrees to make the necessary arrangements so that a steward will be employed whenever five or more employees are employed on any one pier during working hours for which straight time rates are paid.

#### **ARTICLE V - GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE**

**5.01 (a) i)** The Union shall appoint or otherwise select a Grievance Committee to consist of not more than three (3) persons, and shall notify the employers of the names of the members of the Grievance Committee and the Chairman thereof within seven (7) days of the signing of this agreement. However, the Union and the Employers shall have the right to appoint or otherwise select a substitute for any of the members of their respective Grievance Committee whenever they deem such substitution necessary.

*ii)* The Employers acknowledge the right of the Union to appoint or otherwise select a President and a Business Agent and they agree to recognize each of them for the purpose of administering this agreement. However, it is agreed that in the performance of their duties, the President and Business Agent shall not interfere with the progress of work of the employees nor with the right of the Employers to determine and direct methods of operation and procedures within the terms of this agreement.

*iii)* Nothing in this agreement shall be interpreted as allowing any member of the Grievance Committee or another Union official to give orders to the foremen or men in connection with their work. No rules, regulations or resolutions shall be passed by the employers or the Union which are inconsistent with the provisions of this agreement.

*iv)* Any dispute as to the interpretation, application, administration or alleged violation of the agreement, which the Union or an employee or a group of employees may wish to initiate with any of the Employers, shall be taken up on behalf of the Union or the employee or employees, first by the Business Agent or President or, in their absence, by any officer of the Union or member of the Grievance Committee with the Employer's representative. Any dispute which any of the Employers may wish to discuss with the Union shall be taken up first by the Employer's representative with the President or Business Agent or, in their absence, any other officer of the union on the wharves or a member of the Grievance Committee.

*v)* In the event that the dispute is not settled within three (3) working days after first being discussed as above, then at the request of the Union, or the Employer(s), the Employers' Grievance Committee consisting of not more than three (3) persons and the Union's Grievance Committee consisting of not more than three (3) persons shall meet within a further two (2) working days.

**vi)** If the dispute is not settled within a further period of ten (10) working days, at the written request of the Union, or the Employer(s), it shall then be referred to a single arbitrator appointed by the Federal Minister of Labour and, at that time, the party requesting the arbitrator shall set forth in writing a reasonable statement of the particulars on the matters complained of and submit it to the arbitrator and send a copy thereof at the same time to the other party.

**vii)** Such arbitrator shall sit within thirty (30) days from the date of his appointment, unless an extension has been mutually agreed upon by the parties, and shall render his decision and report to the parties within a reasonable time.

**viii)** The decision of the arbitrator shall be final and binding on both parties, provided that the arbitrator shall not be empowered to add to, to alter, modify or amend any part of this agreement. Should the arbitrator be dealing with a grievance concerning work practices, he shall have the power to declare whether or not the action requested or objected to is included within the existing work practices. He shall have no power to decide whether or not proposed new or changed work practices are appropriate.

**ix)** Pending disposal of a dispute in accordance with the above procedure, the men shall continue to work without change in the conditions governing the work as instructed by the employers.

**x)** The parties will jointly bear the fees of and expenses of the arbitrator.

**(b)** Notwithstanding the provisions of article 5.01 (a) above, in the case of an urgent situation (i.e. one where the normal time limits are impracticable) requiring immediate attention, the following steps may be taken:

**i)** The President and/or the Business Agent will discuss the matter with the local Manager of the employer, or vice-versa.

**ii)** Failing resolution, the President and/or Business Agent, together with the local Manager of the employer, will discuss the matter with a representative of the employers, or vice-versa.

**iii)** Failing resolution, a meeting of the Grievance Committee established in article 5.01 (a) I) above will be held within twenty-four (24) hours or at such later time as may be mutually agreed to by the parties.

**iv)** Failing resolution, the matter may then be referred immediately to a single arbitrator named by the Minister of Labour.

**v)** It is understood and agreed that the hearing should take place at the earliest possible time and a decision rendered likewise as promptly.

**vi)** It is agreed that this process replaces the time limits of article 5.01 (a) but does not affect the other provisions thereof.

**(c)** It is agreed that at anytime during the grievance procedure the company and union may collectively choose mediation as an alternative to arbitration throughout article 5.01 (a) and (b). Failing resolution the matter may then be referred to a single arbitrator appointed by the Federal Minister of Labour.

**5.02** Charges against an employee resulting in dismissal or suspension may be resolved by confirming the Employers actions or by restoring the employee to his former position with full compensation for all time lost or by any other arrangement which is considered just and equitable by the parties or through the grievance and arbitration procedure.

## **ARTICLE VI - NO STRIKE OR LOCK-OUT**

**6.01** In view of the arrangements provided by this agreement for the disposition of any grievance as herein provided, the Employers agree there will be no lock-out of employees and the Union agrees there will be no strike, slowdown, or sit down or other action which interferes with work or operations. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this agreement and to return to work and to perform their duties.

## **ARTICLE VII - VACATIONS**

**7.01** The Employers agree to pay each employee employed by them vacation benefits, 10.5% in each calendar year of the employee's gross annual earnings, and the Employers agree to undertake to make every reasonable effort to pay these vacation benefits not later than October 15th each year.

## **ARTICLE VIII - HOLIDAYS**

**8.01** The rate of pay for all hours worked on New Year's Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day or where any of the above named days falls on a Sunday, except for Easter Sunday which shall always be observed on the Sunday, then on the day proclaimed by the Federal Government for the celebration of such holiday shall be as per the attached wage schedule, provided that no work shall be performed on Labour Day except for passengers' baggage and mail.

**8.02** Should a close relative (immediate family) die, the employee will be granted three (3) days paid at eight (8) hours per day at the basic rate within ten (10) days following the date of the relative's passing. The employee will provide a copy of the death certificate or funeral publication to the MEA within the ten (10) days following the death. "Immediate family" includes mother, father, spouse, brother, sister, and children.

## **ARTICLE IX - SENIORITY**

**9.01** The Union agrees to supply the Employers with an up-to-date seniority list of the members of Local 1879.

**9.02** It is agreed that subject to labour reductions, preference shall be given to employees with the longest seniority as per the Union seniority list, provided he possesses the skill, qualification, and ability to do the work.

## **ARTICLE X - WAGES AND OVERTIME**

**10.01** During the term of this agreement the Employers and the Union agree that all payments of wages will be in accordance with the wage rates set forth in Schedule "A" hereto which is hereby made a part of this Agreement.

**10.02** The Terminal Foreman shall receive a premium of three dollars (3.00) per hour over their regular hourly rate.

**10.03** The Terminal office clerk shall receive a premium one dollar and fifty cents (\$1.50) per hour from signature to 2015 and two dollars (\$2.00) per hour for 2016 and 2017 over their regular hourly rate.

**10.04** The Head Checkers shall be appointed under the provisions of Clause 13.03 and shall be paid from the commencement of the loading and/or unloading of a vessel, through to the completion of the loading and/or unloading of that vessel and shall receive a premium of one dollar and fifty cents (\$1.50) per hour from signature to 2015 and two dollars (\$2.00) per hour for 2016 and 2017 over their regular hourly rate.

**10.05** Payday shall be as follows: between the hours of 08h00 and 13h00 each Thursday; if a holiday falls on a Thursday, payday shall be the preceding day at the above stated time.

**(a)** The pay period shall be from 24h00 Saturday to 24h00 Saturday in order to conform to the week specified by the Canada Employment Insurance Commission.

**(b)** Pay statements shall be more definitive showing the rates of pay and hours worked.

**10.06** Employees checking cargoes for which those employees handling same receive a premium under the collective agreement will I.L.A. Local 1654, shall receive the same premium.

## ARTICLE XI - CALL HOURS

**11.01** Call hours shall be 08h00, 13h00, and 18h00. Orders for the above call hours shall be placed with the union office not later than 16h00 the day before the 08h00 call; 11h00 for the 13h00 call and 16h00 for the 18h00 call. All orders when placed shall not be subject to change, except as provided for in article 11.06.

**11.02** In ordering labour for a holiday, an employer shall place the order with the union office not later than 16h00 the preceding day, indicating the initial start time. It is understood that reordering of such labour for a subsequent period on a holiday shall be done by the employer from period to period on the holiday at normal ordering times.

**11.03** Employees called to work day or night shall receive payment for full working period and every effort shall be made to provide eight (8) hours' work during the day.

**11.04** Any employee who refuses to stand-by or refuses to start work while standing by shall not be paid stand-by pay in accordance with 11.03 herein.

**11.05** The Employers shall be the sole judges of weather conditions and in each case shall determine whether work shall commence, shall continue or shall be halted. The Employers shall not unreasonably require work to be done in inclement weather.

**11.06 (a)** When working in conjunction with a stevedoring operation, any employee who started to work during any of the work periods provided in this agreement, shall receive the full working period for the call, provided that if work is stopped during such work period due to weather conditions, an employer may require the employee to stand-by for the remainder of the work period,

**OR**, in the case of a four (4) hour work period, shall pay the employee two (2) hours in addition to any hour or hours already worked or stood by (up to the maximum guaranteed level for the work period involved);

**OR**, in the case of an eight (8) hour work period, shall pay the employee four (4) hours in addition to any hour or hours already worked or stood by (up to the maximum guaranteed level for the work period involved). (NOTE: N/A to Bulk Agreement - Federal Marine Terminals - 00h00 - 08h00 work period).

**(b)** If an employee reports for work pursuant to a call or order back to work but the employer does not start him to work due to weather conditions, he shall be paid as follows:

### FOUR (4) HOUR WORK PERIOD:

**i)** If cancelled before the respective hiring time, as per article 11.01 above, two (2) hours pay at the prevailing rate, and shall not be required to stand-by.

**ii)** If required to stand-by during the first (1) hour or part thereof and then cancelled, three (3) hours pay at the prevailing rate.

**iii)** If required to stand-by past the first (1) hour, four (4) hours pay at the prevailing rate, and an employer may require the gang(s) to stand-by for the full period.

### EIGHT (8) HOUR WORK PERIOD:

**iv)** If cancelled before the respective hiring time, as per article 11.01 above, four (4) hours pay at the prevailing rate, and shall not be required to stand-by.

**v)** If required to stand-by during the first (1) hour or part thereof and then cancelled, five (5) hours pay at the prevailing rate.

**vi)** If required to stand-by during the second (2) hour or part thereof and then cancelled, six (6) hours pay at the prevailing rate.





## **ARTICLE XIII - GENERAL**

**13.01** It is agreed that management will pay Three Hundred dollars (\$300.00) per existing union member for 2012 through 2014 annually and Three Hundred and Fifty dollars (\$350) for 2015 through 2017 annually towards the purchase of an approved safety hat, reflective vest, appropriate weather clothing and safety boots. Existing reserve pool members will be paid Two Hundred and Fifty dollars (\$250) for 2012 through 2017 annually for the same purpose. The payment shall be made no later than January 15<sup>th</sup> of each year.

**13.02 (a)** An employee who has been instructed by the Employers to report at one terminal and then before starting work, or during the work period is instructed to report to a different terminal will be allowed a straight time rate.

**(b)** In the event the employee is unable to travel to a different terminal, the employer will resolve in a manner appropriate to the situation. When possible seniority shall be considered.

**13.03 (a)** It is agreed a Head Checker will be employed on each vessel loading or discharging cargo. It is also agreed that the head checker may be employed for pre and post vessel activity but will not receive or deliver cargo during this function.

**(b)** When two (2) or more gangs are employed on any one vessel to load or discharge cargo, there will be a checker per gang, except:

(i) in the event that the product coming from each hatch is required to be segregated into 2 or less sorts or,

(ii) in the event that all gangs are only handling coil, in which case there will be a checker for each gang over the first.

Note: Crates, machines, and heavy lifts will be considered to be segregated into one sort.

**(c)** It is understood and agreed that the foregoing does not apply in the case of bulk cargoes.

**(d)** It is agreed that, when barges or Ro-Ro are being loaded or unloaded, checkers will be hired when the recording of marks and/or numbers is necessary.

**(e)** (i) It is agreed that when loading a vessel, if tally sheets are required, the Head Checker will have a checker per gang except in the case of single hatch stows and uniform cargo multi-hatch stows.

(ii) Tally sheets are considered anything other than a piece count.

**13.04** It is agreed that in the event Management intends to introduce a technological change (as referred to in Section 51(1) and 52(1) of the Canada Labour Code) with respect to work covered under this Collective Agreement, then members of the Union shall be given the opportunity for training to the extent which technological change impact on the work covered under this collective agreement. The parties further agree that the inclusion of this provision meets the stipulations of Section 51(2) (c) of the Code and therefore Sections 52, 54 and 55 do not apply.

**13.05 (a)** It is agreed that a Terminal Foreman will be employed at any terminal or operation where I.L.A. labour is working - i.e. receiving or delivering cargo from or to truck transport or rail cars.

**(b)** It is agreed article 13.05 (a) shall apply except, in the event three (3) or fewer trucks are being loaded or received (no sorting or staging cargo will be done at this time) at any combination of other terminals, in which case the existing Terminal Foreman shall suffice for all terminal operations.

**(c)** It is agreed that each employer will at no time be required to hire more than two (2) Terminal Foremen.

**13.06** The Employers agree that they will advise the Union of the expected requirements for shed labour for normal operation during the season.

**13.07 (a)** The employers shall at any time and at their discretion name trainers from amongst the union membership. The initial trainer shall be named within thirty (30) days from ratification.

**(b)** The named trainer shall be responsible to administer, as outlined by the employers, training with respect to: checker job function and any other training determined by the employers.

**(c)** It is agreed and understood that: at any time the employers may administer training, and the trainer position does not relieve the responsibility of senior employees to mentor.

**HEALTH AND WELFARE FUND**

**14.01** Each of the employers shall pay to the trustees of I.L.A. Locals 1842, 1879 and 1654 Health and Welfare Fund, a sum as outlined below per man\hour worked by their respective employees in the bargaining unit.

Base	\$7.09	
Year	Percentage increase	Amount
2010	0%	\$0
2011	2.5% (from signature)	\$7.27
2012	2.5%	\$7.45
2013	2.5%	\$7.64
2014	2.5%	\$7.83
2015	2.5%	\$8.03
2016	2.5%	\$8.23
2017	2.5%	\$8.44

**14.02** It is agreed management will pay to the Union the cost outlined below to provide dispatch services.

Base	\$7,000	
Year	Percent increase	Amount
2010	1.0%	\$70.00
2011	2.5%	\$7,246.75
2012	2.5%	\$7,427.92
2013	2.5%	\$7,613.62
2014	2.5%	\$7,803.96
2015	2.5%	\$7,999.06
2016	2.5%	\$8,199.03
2017	2.5%	\$8,404.01

**14.03** It is agreed management will provide members of Local 1879 with safety, forklift and signal training so they are eligible for hire through the dispatch of Local 1654.

**14.04** It is understood that the manning requirements for a multi-dock/multi-terminal operation shall continue to be based on operational requirements.

**ARTICLE XV - CHECK OFF**

**15.01** It is agreed that as a condition of employment all non-union employees shall in lieu of paying Union dues have 3% of gross wages deducted from their wages and said money shall be forwarded to the Union within ten days of the end of the pay period in which the deductions were made.

**15.02** Further, it is understood and agreed that the Union will save harmless the Employers and all its members, the Association and all its members from any and all claims which may arise against them by an employee for amounts deducted from wages as herein provided above.

**ARTICLE XVI – TERMINAL AGREEMENT**

**16.01 a)** On each shift worked hereunder there shall be:

- i) In the case of shift "A", a guarantee of eight (8) hours
- ii) In the case of shift "B", a guarantee of four (4) hours

**b)** Shift "A" will be:

- i) 07h00 to 16h00
- ii) Article 12.04 will apply, however; the meal hours shall be 11h00 to 12h00 and 16h00 to 17h00

**c)** Shift "B" will be:

- i) Article 12.01 will apply
- ii) Article 12.04 will apply

**16.02** On each shift worked hereunder the call hours shall be:

- a) In the case of shift "A", the call hour will be 16h00 on Friday. The order will be placed for the week (not to include holidays).
- b) In the case of shift "B", the call hours will follow 11.01 and 11.02.

**16.03** It is understood that when shift "A" is operating the Terminal Foreman will be employed at a straight time rate from 07:00 to finish of the final shift. It is also agreed when shift "A" is operating the Terminal Office Clerk will be employed at a straight time rate from 07:00 to finish of the final shift if cargo is being received or delivered. The straight time period shall not exceed ten (10) hours.

**ARTICLE XVII - TERMINATION**

This agreement shall come into force the first Sunday in November, 2011 and shall remain in force up to and including the 31st day of December, 2017, and shall continue in force from year to year thereafter unless within the period of sixty days prior to December 31st, 2017 or prior to December 31st in any year thereafter, either party shall furnish the other with a notice of termination of or proposed revision of this agreement. In the event such notice is given, this agreement shall continue in full force and effect during the period in which negotiations are in progress.

**Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011**

**MARITIME EMPLOYERS ASSOCIATION**

**LOCAL 1879  
INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION AFL-CIO-CLC**

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