

# **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**

**2022-2023**

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

**1.01** The purpose of this collective agreement is to promote harmony and cooperation in the relationship between the companies, the M.E.A. and the Union, to improve the working environment, ensure the protection of property and establish working conditions to be observed by all parties, providing justice and ensuring a high degree of attention to the health and safety of everyone in the workplace. Moreover, the parties will ensure that the M.E.A. and its members, the Union, its representatives and members may fulfill their respective responsibilities in complete freedom.

**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.

**1.03** 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.

**1.04** 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** Management rights as set out in this agreement must be exercised fairly without discrimination, and shall treat all employees covered by this agreement in a just and reasonable manner, consistent, and in accordance with the terms of this collective agreement.

### **ARTICLE 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 and will provide dispatch information to the employers as requested. 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. 0600, 0700, 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.

*i)* Both parties agree that the current practice of dispatching the labour the day prior by the Union will continue as is.

*ii)* In case of a distribution conflict creating shortages, the MEA will prioritize the ordering and the dispatching of labour.

*iii)* The Union Dispatcher will send the daily dispatch reports to the MEA by email, as soon as employees are dispatched. The daily dispatch reports must contain the dispatch results, the list of non-assigned employees and the list of all unavailable employees. These reports are for information purposes.

*iv)* All employees are considered available to work. Any employee who, for a legitimate reason, wants to be unavailable, must notify

the Union Dispatcher prior to 18h00 on the preceding day (ex.: vacation, leave of absence).

**v)** By 19h00, the Dispatcher must know and share to the MEA and the companies all the details related to the labour force available for work the following day (number of employees available, timesheets, etc.).

**vi)** It is agreed that all parties will make every effort to rectify situations that could jeopardize operations arising from circumstances regarding the dispatch of labour.

**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.

**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, once this list has been exhausted then proceeding to the Junior Union List.

**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.

**3.08** Any employee elevated to a specific Reserve Pool will be evaluated according to certain criteria including work ethic, attendance, availability for work and the ability to be trained.

**3.09** In dispatching labour, the union shall, subject to the skills required by the employers, give first priority to Union members, second priority to Jr. List, third priority to A Pool employees, fourth priority to retired Union employees, fifth priority to the B Pool employees and sixth priority to the members of I.L.A. Local 1654. However, a maximum of two retired employees can be dispatch after the Jr. List.

**3.10** The number of employees available for dispatch shall answer to the operational needs of the companies which is determined solely by the MEA.

#### **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 have a meeting (in person or by phone) within a further maximum of ten (10) working days.

**vi)** If the dispute is not settled within a further period of twenty (20) 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 the following holidays or their day of observance, shall be as per attached schedule:

- New Year's Day
- Family Day (3<sup>rd</sup> Monday in February)
- Good Friday
- Easter Sunday (always observed on Sunday)
- Victoria Day
- Dominion Day
- Civic Holiday
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day

and any new holidays designated by the Federal Government. If any of the above holidays falls on a Sunday, it shall be observed by the employers on the day upon which it is generally observed in the community. No work shall be performed on Labour Day except the handling of mail and passengers' baggage. If Victoria Day is observed in the community on a day other than

the 24th of May, the day of community observance shall apply.

**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", as outlined in the Canadian Labor Code.

## **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**

### **WAGE RATES**

Years	Percentage increase	Wages rates
2022	0.8% (\$0.30)	\$37.66
2023	4%	\$39.17

**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 of two dollars (\$2.00) per hour 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 two dollars (\$2.00) per hour 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. Direct deposit shall be used by all new employees hired after the ratification of this collective agreement.

**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 with I.L.A. Local 1654, shall receive the same premium.

## **ARTICLE XI - CALL HOURS**

**11.01** Call hours shall be 06h00, 07h00, 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 06h00, 07h00, and 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.

*vii*) If required to stand-by during the third (3) hour or part thereof and then cancelled, seven (7) hours pay at the prevailing rate.

*viii*) If required to stand-by during the fourth (4) hour or part thereof, eight (8) hours pay at the prevailing rate, and an employer may require the gang(s) to stand-by for the full period.

**c)** It is agreed that with respect to Head Checkers articles 11.06 (a) and 11.06 (b) do not apply. The Head Checker will be paid the full shift. He will be available to complete any task assigned by the employer provided he does not displace a checker working in the terminal operation during that shift.

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

**e)** If an employee reports for work pursuant to a call or ordered back to work but an employer fails to supply him with work; he shall receive the full working period for the call and, at the employer's request, shall stand-by for that work period.

**11.07** When attempting to complete a vessel the employer shall continue to be able to work through as outlined in Article 12.04 or in the event of an uncontrollable delay such as a breakdown, injury or weather delay place a recall (also known as instruction on board) for the next shift.

## **11.08 Mandatory rest period**

- a)** An employee may not work more than four (4) consecutive work periods for all employers within the long shore industry;
- b)** Once an employee has worked four (4) consecutive work periods the employee must take (7) hours off work;
- c)** An employee cannot work a night shift immediately after working three (3) consecutive periods;

An eight (8) hour shift is considered two (2) work periods;  
The following periods will not count as periods worked;  
Weather check ins, non-arrivals, free shifts, or cancelled gangs;

## **ARTICLE XII - HOURS OF WORK**

**12.01** For the purpose of this Agreement, the work period shall be as follows:

From	08h00	to	12h00
	13h00	to	17h00
	18h00	to	22h00

**12.02** It is agreed that, except as otherwise provided herein, work will normally terminate at 22h00 but may continue beyond that time at an employer's request.

**12.03** Except for work on bulk or homogenous cargoes, where, by the terms of the charter party it is necessary for a ship to be worked continuously to a finish, all work loading or discharging is to cease at midnight except during the last two weeks of the navigation season when, because of weather conditions, it may be necessary to work ships day and night to clear them from the lakes.

**12.04** Meal hours shall be as follows:

From	04h00	to	08h00
	12h00	to	13h00
	17h00	to	18h00
	22h00	to	24h00

Employees required to work through any of the above meal hours shall be paid a minimum of one hour at the meal hour rate as per attached schedule for such hour or part thereof. Maximum work through period of any meal hour shall be one hour except as provided for in Clause 12.02 when the maximum work through period shall be two hours.

**12.05** Notwithstanding anything contained in 12.01, 12.02, or 12.03 above, it is agreed that at the Employers' request, that employees will work on a night shift from 23h00 to 07h00 for the purpose of receiving and delivering cargo. The rate of pay for such night shift will be at the rate of time and one half of the employee's basic hourly rate. The employees shall have a 30 minute paid meal hour during the night shift. An employee may be asked to work during his meal hour in exchange of thirty (30) minutes paid at the rate of time and one half of the employee's basic hourly rate.

**12.06** Terminal work during shift "B" may be extended for thirty (30) minutes during the 12h00 to 13h00 meal hour. Article 10.01 will apply.

**12.07** It is agreed that employees shall have one night free each month to attend a meeting of the Union provided at least three days' advance notice is given by the Union to the Employers prior to the date of such meeting. All work shall stop at 17h00 on the night of such meetings.

**ARTICLE XIII - GENERAL**

**13.01** It is agreed that management will pay Three Hundred and Fifty dollars (\$350) annually towards the purchase of an approved safety hat, reflective vest, appropriate weather clothing and safety boots. The payment shall be made to each regular employee available to work no later than January 31<sup>st</sup> of each year. Regular employees who are not available for work by January 31<sup>st</sup> will be paid safety money when they become available. Existing reserve pool members will be paid Two Hundred and Fifty dollars (\$250) annually for the same purpose after performing eighty (80) hours of work while in the reserve pool excluding hours paid for training.



**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 four (4) 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.

**ARTICLE XIV - 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	\$9.20	
Year	Percentage or dollars amount increase	Amount
2022	8.65%	\$10.00/hour
2023	-----	\$10.00/hour

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

Base                    \$8,404.01

This rate will be provided for years 2022 and 2023.

**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 union and non-union employees shall in lieu of paying Union dues have 4% 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)* Meal hours shall be 16h00 to 17h00 and break period shall be as article 16.05.

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

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

**d)** Shift "C" will be:

- i)* 06h00 to 14h00;
- ii)* Can be extended from 14h00 to 17h00.

**e)** Shift "D" will be:

- i)* 08h00 to 17h00;

**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.
- c)** In the case of Shift "C", the call hours will follow 11.01 and 11.02.
- d)** In the case of Shift "D", the call hours will follow 11.01 and 11.02.

**16.03** It is understood that when Shift "A" or Shift "C" is operating the Terminal Foremen will be employed at a straight time rate for the first eight (8) hours of the shift. It is also agreed when Shift "A" or Shift "C" is operating the Terminal Office Clerk will be employed at a straight time rate for the first eight (8) hours of the shift. In the case of Shift "A" or Shift "C", the first eight (8) hours of the shift will be paid at the regular hourly rate including premiums. Any worked hours after the initial eight (8) hours will be paid at time and a half (150% of the regular hourly rate). The specified remuneration detailed in this article only applies for Terminal Foremen and Terminal Office Clerks.

**16.04** It is understood that when Shift "D" is operating an employee will be employed at a straight time rate for the first eight (8) hours of the shift. In the case of Shift "D", the first eight (8) hours of the shift will be paid at the regular hourly rate including premiums. Any worked hours after the initial eight (8) hours will be paid at time and a half (150% of the regular hourly rate).

**16.05** In the case of Shift "A" or Shift "D", a break period of thirty (30) minutes must be given between 11h00 and 13h00. In the case of Shift "C" a break period of thirty (30) minutes must be given between 10h30 and 12h30. At the discretion of the company, the employed Terminal Office Clerk and/or the Terminal Foremen may be asked to work during the break period in exchange of thirty (30) minutes paid at double the regular hourly rate. The specified remuneration detailed in this article only applies for Terminal Foremen and Terminal Office Clerks.

## **ARTICLE XVII – TRAINING SELECTION PROCESS**

### **17.01** Trainer Selection

- a)** In the event the MEA requires a new Union trainer a notice of interest will be posted during seven (7) working days in rest rooms and the hiring hall;
- b)** The Union can also supply the names of employees wishing to become trainers;
- c)** The MEA, after consulting the Union, will name trainers from amongst the names on the posting or the names supplied by the union;
- d)** The employee chosen to become a trainer must possess:
  - a. the experience and competence required in this classification;
  - b. the skill to transmit the information;
  - c. the capability of evaluating the results.
- e)** The employee accepted as trainer must submit to a training process to become an adult trainer;

**f)** 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;

**g)** It is agreed and understood that the named trainers shall be responsible to administer practical training with regards to all classifications. Any training required in a new classification can be administered by an outside source until ILA trainers are deemed competent to administer practical training. The appropriate ILA trainer or trainers will be deemed competent in a timely manner.

## **ARTICLE XVIII – HEALTH & SAFETY**

**18.01** The parties recognize that the provisions of Part II of the Canada Labour Code and its regulations are an integral part of this collective agreement. The parties agree that these legal provisions are a minimum and all attempts must be made to eliminate all threats to the health and safety of employees and collaborate to this effect. The M.E.A. and the companies recognize that health and safety Union representatives have a major role to play in reaching this objective.

**18.02** Health & safety representatives and structure of local health and safety committees

**a)** Employees who are health and safety representatives are appointed by the Union. A health and safety alternate can fulfill all the duties of a committee member who represents employees, in the absence of the latter, including at local committee meetings as well as outside these meetings. The companies will utilize an ILA health and safety representative or alternate ILA representative to assist in any investigation including but not limited to accidents, work refusals or incidents regarding the health and safety of an ILA member, if it doesn't jeopardize the operation;

**b)** Health and Safety representatives attend courses for Part II of the Canada Labour Code as well as the basic first aid course. The MEA will train two (2) health and safety representatives in Canada Labour Code Part II, Basic First Aid and Accident Investigation. The M.E.A. will pay for the hours spent on these courses for each of these employees;

- c)** When there is a vote to take place there will be an equal number of employer and employee representative;
- d)** Each local committee includes one co-chair chosen by the members of the committee representing the employees, and one co-chair designated by the employer;
- e)** The Union supplies the employer with the names of the employee representatives on said committees;
- f)** The past practice of remuneration shall continue regarding employee participation in health and safety committee meetings.

### **18.03** Purpose behind local health & safety committees

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

### **18.04** Duties of local health & safety committees

Local Committees must:

- a)** consider and expeditiously dispose of health and safety complaints;
- b)** participate in the development, implementation and monitoring of programs to prevent work place hazards, including ergonomic related hazards, if there is no policy committee in the organization;
- c)** participate in all inquiries, investigations, studies, and inspections pertaining to the health and safety of employees;
- d)** participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials, and, if there is no policy committee, participate in the development of the program;

- e)** ensure to keep adequate records of work accidents, injuries, health hazards, health and safety complaints and regularly monitor this data;
- f)** cooperate with health and safety officers;
- g)** participate in the implementation of changes that may affect occupational health and safety, including work processes and procedures, and, if there is no policy committee, participate in the planning of the implementation of those changes;
- h)** assist the employer in investigating and assessing the exposure of employees to hazardous substances;
- i)** inspect each month all or part of the work place, so that every part of the work place is inspected at least once a year;
- j)** participate in the development of health and safety policies and programs, if there is no policy committee;
- k)** participate in the development, implementation and monitoring of a work place violence prevention policy, if there is no policy committee in the organization.

### **18.05** Local Health & Safety committee meetings

Each of the local committees meets during hours of work at least nine (9) times a year and on a date chosen by the two (2) co-chairs of that local committee. Each of the local committees can meet on other occasions, according to need and even not during hours of work.

Quorum for local health and safety committees is one (1) representative from each party. The employer verifies to ensure that the local committee or the representative inspects each month all or part of the worksite so as to ensure that the latter is inspected in its entirety at least once a year.



## **18.06** Minutes

An employer representative will be responsible to:

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

## **18.07** Resource persons

Of a common accord, the two (2) co-chairs of a local committee may appoint resource persons such as professionals, technicians or any other person who can assist the local committee in fulfilling its mandate. In such cases, the honorarium paid to these persons, when required, will be paid in their entirety by the company involved.

## **18.08** Agenda

The agenda is prepared under the direction of the two co-chairs and distributed to the committee members prior to the meeting. The minutes of the previous meeting can be used as an agenda. If it's known that a vote is to take place at a certain meeting, a separate agenda will be distributed one week prior to the meeting.

## **18.09** Minutes of Local Committee meetings

The minutes of a local committee meeting will be prepared and distributed to members of said local committee as soon as possible following the meeting and prior to the next meeting. Once adopted by the representatives of each party, the minutes are posted at the workplace in an area designated by the local committee. A copy of the minutes is forwarded to the M.E.A. and to the Union. A copy will be forwarded to Human Resources and Skills Development Canada and Transport Canada, if they so request.

## **18.10** Wages and Social Benefits

Members of a local committee or their replacements may be absent from work to fulfill the requirements of their duties within that committee, notably to participate in meetings.

## **18.11** First Aid Kit

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

## **ARTICLE XIX – OCCUPATIONAL TRAINING**

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

### **1. Training Program**

- a)** The occupational training program is comprised of various training programs which apply, when required, to existing or future classifications. Each training program will outline in detail the training to be done including the methods to be used, the content of the courses, the number of hours spent on theory and on practice, the duration of the courses as well as the methods used to evaluate participants;
- b)** A training committee will be formed. This committee will include a minimum of one (1) union trainer, (1) one company representative and (1) one MEA representative to discuss training programs. The union trainer will have the opportunity to meet with the union prior to any implementation of a new training program or changes being made to any existing training program;
- c)** If a training program needs revision or updating the Training Committee will be responsible to administer the necessary changes;
- d)** When the M.E.A. realizes that some training will be required following a technological change, a new operation or a new method of work, the process provided in paragraph b will apply.

## **2. Selection Process**

- a)** When training is required as a result of an opening within a classification, or following the realization that future training will be required in a classification, the M.E.A. will post the training program and include: the type of training, the nature and duration of the training program and the obligation of having to take a medical exam solely for classifications needing a specific physical requirement. The MEA may also list pre-required classifications. The notice will be posted during seven (7) working days in rest rooms and the hiring hall;
- b)** Any refusal as a result of failing the medical exam, as the case may be, may be contested by the employee or the Union by submitting to the employer a medical examination report from the employee's own physician. In case of disagreement between the two (2) physicians, the case will be submitted to a medical arbitration;
- c)** Candidates for training courses shall be chosen by the MEA after consultation with the union according to appropriate aptitude levels, attendance and general skill level. In the event of equal competence, seniority among applicants will apply, with the employee with the most seniority being chosen first.

## **ARTICLE XX - TERMINATION**

This agreement shall come into force on the first day of January, 2022 and shall remain in force up to and including the 31st day of December, 2023, and shall continue in force from year to year thereafter unless within the period of sixty days prior to December 31st, 2023 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.

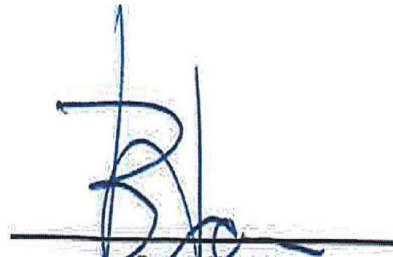
Signed this 6<sup>th</sup> day of MAY, 2022

**MARITIME EMPLOYERS  
ASSOCIATION**

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, Local 1879**



**Nicola Dolbec**



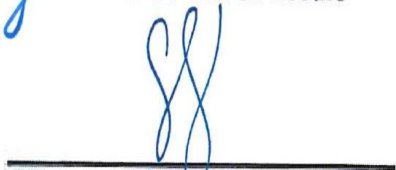
**Brent Hanson**



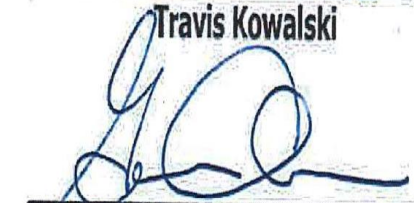
**Jean-Sébastien Barale**



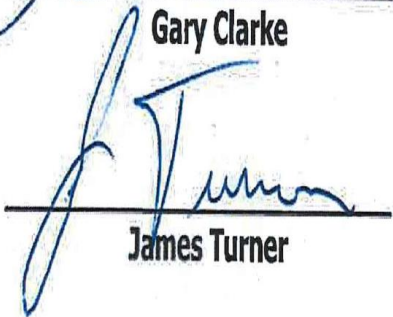
**Travis Kowalski**



**Santina Lippa**



**Gary Clarke**



**James Turner**

## **APPENDIX I: DISPATCH DONE THE PRIOR DAY**

Both parties agree that the current practice of dispatching the labour the day prior by the Union will continue as is and shall become the general procedure for dispatching labour.

It is agreed that the main purposes justifying having a dispatch done the prior day are to better predict the available labour and consequently improve the organization and planning of the block chain of operations for employers and with their clients and further improve the retention of skilled workers and new employees by giving them a better knowledge of the work available the following day.

## **APPENDIX II: INTERIM PROVISIONS**

The Union group will be maintained at all times at a minimum of eleven (11) active members available for dispatch for the duration of the Collective Agreement.

The Jr. List will be maintained at all times at a minimum of four (4) active members available for the dispatch for the duration of the collective Agreement. The general basic hourly rate for employee in the Jr. List will be at 30.44\$ per hour for 2022. They will have the full Union rights and health & welfare benefits as the Union group. Employees in the Jr. List will be subject to a probationary period of 500 hours worked.

The A pool will be maintained at all times at a minimum of five (5) active employees available for dispatch for the duration of the Collective Agreement.

The MEA agrees to move up Michael Vaudin into the Junior List on the following Sunday after the signatures of the collective agreement.

The MEA requires an employee to succeed the training program to acquire a classification. The employee must then complete a probation period of 250 worked hours in that specific classification.

All retroactivity will be paid to active union members within sixty (60) days following the signature of the collective agreement.

### **APPENDIX III: AUTOMATED DISPATCH WORKSHOP**

Both parties agree that they will actively work on developing an efficient dialog to establish the actual rules for the dispatch. Parties agree to work together in collaboration, in order to provide the necessary information required in order to facilitate the smooth transition to automate dispatch to the MEA. Parties understand that this step is required in order to remain competitive in today's ever changing society.

It is agreed that the main purposes justifying having an automated dispatch done the prior day is to better predict the available labour and consequently improve the organization and planning of the block chain of operations for employers and with their clients and further improve the retention of skilled workers and new employees by giving them a better knowledge of the work available the following day.

A committee composed of a maximum of two (2) representatives of both parties will meet for eight (8) hours up to a minimum of four (4) times. The goal of this process is to prepare the establishment of an automated system. The committee will meet at the demand of the MEA. The MEA will pay eight (8) hours to two (2) Union participants that should have been dispatched, for each day the committee is held, at the complete discretion of the MEA.

The committee will endeavor to resolve by August 31<sup>st</sup>, 2023, all identified problematic situations that have occurred during the dispatch.

### **Letter of Intent #1: Training Program**

The MEA agrees that ninety (90) days following the signature of the collective agreement, they will ensure a training program is in place allowing for an improved skilled labour pool. Moreover, the MEA agrees to manage, facilitate, and assume the costs for said training program. Additionally, the ILA 1879 Executive Membership Committee will submit a list of those members they wish to become Union Trainers, for consideration to the MEA. As per this list, those selected by both the ILA 1879 as well as the MEA, will undergo the requirements of Train the Trainer, a 2-day course which will certify them as Union Trainers. As discussed, we agree to have three (3) Union Trainers.

### **Letter of Intent #2: Scheduling**

All parties agree that ninety (90) days following the signage of The Agreement, a meeting will take place in order to discuss the rest periods, with a shared intention of ensuring break periods are being properly allocated. This pertains to the 06h00 – 14h00, and the 07h00 – 16h00 shifts, and only for Terminal Foreman and/or Terminal Office Clerks. If this issue is not resolved following this meeting, the MEA will meet individually with the Employers and the Union to discuss a feasible strategy to ensure proper rest periods are distributed.

### **Letter of Intent #3: Container Project**

When needed, the parties agree to meet following the signage of The Agreement, to review with all Stakeholders; the plan to optimize the logistics, improve efficiencies, and clearly define the essential role of a Checker, as it pertains to Container Cargo.

**SCHEDULE OF WAGES - I.L.A. LOCAL 1879 Union and Retired Union Members**

**RATE OF PAY FROM JANUARY 1, 2022 to DECEMBER 31, 2022**

**ARTICLE 1 – STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$37.66 per hour)**

	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>
MONDAY to FRIDAY	37,66	75,32	37,66	112,98	56,49	112,98	75,32	150,64
SATURDAYS & SUNDAYS	56,49	112,98	56,49	112,98	56,49	150,64	75,32	150,64
HOLIDAYS	75,32	150,64	75,32	225,96	112,98	225,96	150,64	301,28

**ARTICLE 2 – OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$38.06 per hour)**

	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>
MONDAY to FRIDAY	38,06	76,12	38,06	114,18	57,09	114,18	76,12	152,24
SATURDAYS & SUNDAYS	57,09	114,18	57,09	114,18	57,09	152,24	76,12	152,24
HOLIDAYS	76,12	152,24	76,12	228,36	114,18	228,36	152,24	304,48

**ARTICLE 3 - REFRIGERATED CARGO**

Same as article 2 above.

**ARTICLE 4 - HAZARDOUS CARGO**

Double the rate shown in article 1 for each period.

**ARTICLE 5 - DISTRESS CARGO**

Time and one-half the rate shown in article 1 for each period.



**SCHEDULE OF WAGES - I.L.A. LOCAL 1879 JR. LIST**

**RATE OF PAY FROM JANUARY 1, 2022 to DECEMBER 31, 2022**

**ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$30.44 per hour)**

	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00	24h00
MONDAY to FRIDAY	30,44	60,88	30,44	91,32	45,66	91,32	60,88	121,76	121,76
SATURDAYS & SUNDAYS	45,66	91,32	45,66	91,32	45,66	121,76	60,88	121,76	121,76
HOLIDAYS	60,88	121,76	60,88	182,64	91,32	182,64	121,76	243,52	243,52

**ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$30.84 per hour)**

	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00	24h00
MONDAY to FRIDAY	30,84	61,68	30,84	92,52	46,26	92,52	61,68	123,36	123,36
SATURDAYS & SUNDAYS	46,26	92,52	46,26	92,52	46,26	123,36	61,68	123,36	123,36
HOLIDAYS	61,68	123,36	61,68	185,04	92,52	185,04	123,36	246,72	246,72

**ARTICLE 3 - REFRIGERATED CARGO**

Same as article 2 above.

**ARTICLE 4 - HAZARDOUS CARGO**

Double the rate shown in article 1 for each period.

**ARTICLE 5 - DISTRESS CARGO**

Time and one-half the rate shown in article 1 for each period.

**SCHEDULE OF WAGES - I.I.A. LOCAL 1879 Reserve Pool A**

**RATE OF PAY FROM JANUARY 1, 2022 to DECEMBER 31, 2022**

**ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$26.49 per hour)**

	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00
MONDAY to FRIDAY	26,49	52,98	26,49	79,47	39,74	79,47	52,98	105,96
SATURDAYS & SUNDAYS	39,74	79,47	39,74	79,47	39,74	105,96	52,98	105,96
HOLIDAYS	52,98	105,96	52,98	158,94	79,47	158,94	105,96	211,92

**ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$26.89 per hour)**

	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00
MONDAY to FRIDAY	26,89	53,78	26,89	80,67	40,34	80,67	53,78	107,56
SATURDAYS & SUNDAYS	40,34	80,67	40,34	80,67	40,34	107,56	53,78	107,56
HOLIDAYS	53,78	107,56	53,78	161,34	80,67	161,34	107,56	215,12

**ARTICLE 3 - REFRIGERATED CARGO**

Same as article 2 above.

**ARTICLE 4 - HAZARDOUS CARGO**

Double the rate shown in article 1 for each period.

**ARTICLE 5 - DISTRESS CARGO**

Time and one-half the rate shown in article 1 for each period.

**SCHEDULE OF WAGES - I.L.A. LOCAL 1879 RESERVE POOL B & Others**

**RATE OF PAY FROM JANUARY 1, 2022 to DECEMBER 31, 2022**

**ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$23.93 per hour)**

	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00
MONDAY to FRIDAY	23,93	47,86	23,93	71,79	35,90	71,79	47,86	95,72
SATURDAYS & SUNDAYS	35,90	71,79	35,90	71,79	35,90	95,72	47,86	95,72
HOLIDAYS	47,86	95,72	47,86	143,58	71,79	143,58	95,72	191,44

**ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$24.33 per hour)**

	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00
MONDAY to FRIDAY	24,33	48,66	24,33	72,99	36,50	72,99	48,66	97,32
SATURDAYS & SUNDAYS	36,50	72,99	36,50	72,99	36,50	97,32	48,66	97,32
HOLIDAYS	48,66	97,32	48,66	145,98	72,99	145,98	97,32	194,64

**ARTICLE 3 - REFRIGERATED CARGO**

Same as article 2 above.

**ARTICLE 4 - HAZARDOUS CARGO**

Double the rate shown in article 1 for each period.

**ARTICLE 5 - DISTRESS CARGO**

Time and one-half the rate shown in article 1 for each period.

**SCHEDULE OF WAGES - I.L.A. LOCAL 1879 Union and Retired Union Members**

**RATE OF PAY FROM JANUARY 1, 2023 to DECEMBER 31, 2023**

**ARTICLE 1 – STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$39.17 per hour)**

	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>
	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>	<b>08h00</b>
MONDAY to FRIDAY	39,17	78,34	39,17	117,51	58,76	117,51	78,34	156,68
SATURDAYS & SUNDAYS	58,76	117,51	58,76	117,51	58,76	156,68	78,34	156,68
HOLIDAYS	78,34	156,68	78,34	235,02	117,51	235,02	156,68	313,36

**ARTICLE 2 – OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$39.57 per hour)**

	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>
	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>	<b>08h00</b>
MONDAY to FRIDAY	39,57	79,14	39,57	118,71	59,36	118,71	79,14	158,28
SATURDAYS & SUNDAYS	59,36	118,71	59,36	118,71	59,36	158,28	79,14	158,28
HOLIDAYS	79,14	158,28	79,14	237,42	118,71	237,42	158,28	316,56

**ARTICLE 3 - REFRIGERATED CARGO**

Same as article 2 above.

**ARTICLE 4 - HAZARDOUS CARGO**

Double the rate shown in article 1 for each period.

**ARTICLE 5 - DISTRESS CARGO**

Time and one-half the rate shown in article 1 for each period.

**SCHEDULE OF WAGES - I.I.A. LOCAL 1879 JR. LIST**

**RATE OF PAY FROM JANUARY 1, 2023 to DECEMBER 31, 2023**

**ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$31.66 per hour)**

	08h00	12h00	13h00	17h00	18h00	22h00	24h00	24h00
MONDAY to FRIDAY	31,66	63,32	31,66	94,98	47,49	94,98	63,32	126,64
SATURDAYS & SUNDAYS	47,49	94,98	47,49	94,98	47,49	126,64	63,32	126,64
HOLIDAYS	63,32	126,64	63,32	189,96	94,98	189,96	126,64	253,28

**ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$32.06 per hour)**

	08h00	12h00	13h00	17h00	18h00	22h00	24h00	24h00
MONDAY to FRIDAY	32,06	64,12	32,06	96,18	48,09	96,18	64,12	128,24
SATURDAYS & SUNDAYS	48,09	96,18	48,09	96,18	48,09	128,24	64,12	128,24
HOLIDAYS	64,12	128,24	64,12	192,36	96,18	192,36	128,24	256,48

**ARTICLE 3 - REFRIGERATED CARGO**

Same as article 2 above.

**ARTICLE 4 - HAZARDOUS CARGO**

Double the rate shown in article 1 for each period.

**ARTICLE 5 - DISTRESS CARGO**

Time and one-half the rate shown in article 1 for each period.

**SCHEDULE OF WAGES - I.L.A. LOCAL 1879 Reserve Pool A**

**RATE OF PAY FROM JANUARY 1, 2023 to DECEMBER 31, 2023**

**ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$27.55 per hour)**

	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>
	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>	<b>08h00</b>
MONDAY to FRIDAY	27,55	55,10	27,55	82,65	41,33	82,65	55,10	110,20
SATURDAYS & SUNDAYS	41,33	82,65	41,33	82,65	41,33	110,20	55,10	110,20
HOLIDAYS	55,10	110,20	55,10	165,30	82,65	165,30	110,20	220,40

**ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$27.95 per hour)**

	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>
	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>	<b>08h00</b>
MONDAY to FRIDAY	27,95	55,90	27,95	83,85	41,93	83,85	55,90	111,80
SATURDAYS & SUNDAYS	41,93	83,85	41,93	83,85	41,93	111,80	55,90	111,80
HOLIDAYS	55,90	111,80	55,90	167,70	83,85	167,70	111,80	223,60

**ARTICLE 3 - REFRIGERATED CARGO**

Same as article 2 above.

**ARTICLE 4 - HAZARDOUS CARGO**

Double the rate shown in article 1 for each period.

**ARTICLE 5 - DISTRESS CARGO**

Time and one-half the rate shown in article 1 for each period.

**SCHEDULE OF WAGES - I.L.A. LOCAL 1879 RESERVE POOL B & Others**

**RATE OF PAY FROM JANUARY 1, 2023 to DECEMBER 31, 2023**

**ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$24.89 per hour)**

	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>24h00</b>
MONDAY to FRIDAY	24,89	49,78	24,89	74,67	37,34	74,67	49,78	99,56
SATURDAYS & SUNDAYS	37,34	74,67	37,34	74,67	37,34	99,56	49,78	99,56
HOLIDAYS	49,78	99,56	49,78	149,34	74,67	149,34	99,56	199,12

**ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$25.29 per hour)**

	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>24h00</b>
MONDAY to FRIDAY	25,29	50,58	25,29	75,87	37,94	75,87	50,58	101,16
SATURDAYS & SUNDAYS	37,94	75,87	37,94	75,87	37,94	101,16	50,58	101,16
HOLIDAYS	50,58	101,16	50,58	151,74	75,87	151,74	101,16	202,32

**ARTICLE 3 - REFRIGERATED CARGO**

Same as article 2 above.

**ARTICLE 4 - HAZARDOUS CARGO**

Double the rate shown in article 1 for each period.

**ARTICLE 5 - DISTRESS CARGO**

Time and one-half the rate shown in article 1 for each period.