COLLECTIVE AGREEMENT

between

The Maritime Employers Association acting for and on behalf of its member employers handling ocean vessels in the Port of Toronto, Ontario, hereinafter referred to as the "Association" and the "companies";

OF THE FIRST PART

and

The International Longshoremen's Association, A.F.L. - C.I.O. - C.L.C., Local 1842, Toronto, Ontario, hereinafter referred to as the "Union",

OF THE SECOND PART

2017 - 2018 - 2019 - 2020 - 2021 - 2022 - 2023

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ARTICLE I - PURPOSE

- **1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Association and the Union and between the companies and their employees 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 agreement shall apply only to employees while engaged in the handling of cargo discharged from or loaded on vessels at the Port of Toronto as well as to work set forth in article 2.02 of this agreement.

ARTICLE II - RECOGNITION

- **2.01** The companies recognize the Union as the exclusive bargaining agent of all their employees employed at the Port of Toronto, Ontario, classified as gang-foremen, sub-foremen, shed foremen, hatchmen, winchmen, cooper, stevedores, towmotor operator, crane operator, stevedores handling freight in sheds and gearmen, excluding superintendents, walking bosses, manifest clerks, guards and watchmen acting as guards.
- **2.02** It is agreed that for all work that the Companies are instructed to perform, including the sweeping of holds, cleaning of ballast tanks, lining of ships, opening and closing of hatches, the taking of samples when done for the purpose of verification in the bulk sugar discharge operations, and the recording of scales, shall be done by members of the Union, except only in the case of hatch covers of a special type.
- **2.03** Notwithstanding the provisions of article 2.02 above, it is agreed that where lashing and\or securing is to be performed on a vessel when alongside the dock and where more than one (1) hour's work is involved, such work shall be performed by members of the Union.
- **2.04** Notwithstanding the provisions of article 2.02 above, it is agreed that, excepting hatch covers of special type, when hatches are opened by longshoremen, they shall be closed by longshoremen and when hatches are opened by the crew, they shall be closed by the crew.
- **2.05** The companies agree that they will not discriminate against any employee by reason of his union activities.
- **2.06** The Union agrees not to provide any labour to employers who are not members of Maritime Employers Association, save and except the Port of Toronto Authority.
- 2.07 The companies agree that walking bosses employed by them will be selected from amongst the members of the Union and the parties agree that their terms and conditions of employment are not covered by this agreement. In the event a company is unable to select a qualified candidate from amongst the members of the Union, it may designate a qualified individual from another source to fill the position of Walking Boss.

2.08

- a) The union recognizes the right of the employers to manage their business, direct the work force, including but not limited to, the right to hire, discharge, 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 which shall be observed by the employees, and to determine 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.
- b) It is agreed that the foregoing will be exercised in a manner consistent with the provisions of this agreement.

- **2.09** The union and the companies agree that they will not uphold incompetence, shirking of work, pilfering or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence of alcohol, drugs, or cannabis. Subject to his rights to submit a grievance, any employee is subject to discharge or otherwise for committing any of the above offenses or for any just cause. Any claim by an employee or by the union that he has been discharged, disciplined, demoted, transferred, reprimanded or otherwise disciplined without just or reasonable cause may be the subject matter of a grievance. Any employee suspended or discharged by any employer will not be dispatched by the union to any company unless he is reinstated by agreement of the parties or by an arbitrator.
- **2.10** The companies' rules with regard to smoking on ships or in sheds shall be observed at all times.
- **2.11** In view of the orderly arrangements provided by this agreement for the settling of disputes, the Union agrees with the Association and with the companies that during the lifetime of this agreement, there shall be no strike, slowdown or stoppage of work either complete or partial and the companies agree that there will be no lock-out.

ARTICLE III - RELATIONSHIP

3.01

- a) At the opening of each operating season, or at the request of the Union or the companies at any time during the course of an operating season, the companies and the Association as a group shall discuss with the union the number of gangs (herein referred to as regular gangs) expected to be necessary to handle normal operations during the season. Management shall advise the Union of the names of the persons from amongst the Union men chosen to be foreman of each gang.
- b) Unless otherwise agreed to under article 3.01 a) above, the number of gangs shall be four (4). Furthermore, it is agreed that the composition of each such gang must include at least three (3) employees qualified for deck work (i.e. ship's crane/winch and hatchtending) and four (4) lift machine operators.

3.02

- a) Each Company agrees that every foreman named by it shall be a member of the Union.
- **b)** All orders to the men must be issued through their foreman who, in turn, shall be subject to orders from the company's superintendent or his representative.
- **3.03** Foremen shall be paid three dollars (\$3.00) per hour in excess of the established wage scale rates for longshoremen.
- **3.04** Each foreman of a regular gang shall select the normal complement of his gang including winchmen and hatch tenders from amongst the Union membership and shall at all times be responsible for his gang and have the men available for work when called. Men will follow their gangs at all times.
- **3.05** Each company shall inform the union according to the provisions of this agreement as to the regular gang or special gangs required by it from time to time at any call period and, in so doing, shall name the regular gang or gangs required and the pier to which each gang is to report and the Union shall dispatch the gangs according to the information and instructions thus given to it by each Company as aforesaid.
- **3.06** If all available regular gangs are working and a Company needs an additional gang or gangs, it shall inform the Union according to the provisions of this agreement and the union shall dispatch such additional gang or gangs, herein called "irregular gangs" in accordance with the Company's request and the Company shall have the right to name the foreman of each such gang. If such gang or gangs are not supplied by the Union, then the Company concerned shall have the right to obtain such gangs directly.

- **3.07** When at any time gangs are short of the number of men required, the foreman of such gangs shall select additional men from the Union members of gangs not working. If no Union members are available, then the gang will be brought to full strength with non-Union men.
- **3.08** In the event a foreman is discharged, quits or is not available for work, then the Company who named him foreman shall name a new foreman in his place who, on becoming a foreman and so long as he acts as foreman for that particular gang, shall have the right of selection set forth in clauses 3.04 and 3.07.
- **3.09** It is understood and agreed that where non-union employees are engaged by a Company, such non-union employees will be put to work on those operations where it is expected that the least number of man hours of work are involved. Regular gangs shall not be laid off by a Company as long as that Company is employing either irregular or non-union gangs and union men employed in irregular or non-union gangs shall, if laid off, revert to their regular gangs (if working).
- **3.10** Those employees whose names appears on the list at Appendix 1 shall, subject to their ability to perform the work involved, have priority of work opportunity ahead of employees who may become Union members after that date.

3.11

- a) The dispatching of labour from the hiring hall shall be done by LL.A. Local 1842 in accordance with the provisions herein with respect to the ordering of labour by the employers, the work periods and the dispatching times related thereto.
- b) It is recognized that the responsibility for recruiting, the selection and hiring of new employees rests with management. However, management agrees that in so doing, it shall consider only those candidates referred by LL.A. Local 1842 provided that in so doing, it can meet any and all relevant legal requirements/obligations and further provided the Union refers sufficient qualified candidates.
- c) In the event that the labour needs for a work period cannot be filled through the application of 3.10 above, the union may dispatch other individuals provided each has signed the following waiver form:

Maritime Employers	hereby acknowledge that any time dispatched by LL.A. Local 1842 to work either for the Association, its member employers, the Port of Toronto Authority aployee shall exist only for the duration of each individual work							
1842 to work for the of Toronto Authority	er acknowledge that at any time I am dispatched by I.LA. Local Maritime Employers Association, its member employers, the Port and all other employers that are supplied labour by LL.A. Local consibility to wear SAFETY BOOTS, A SAFETY VEST AND A COWN EXPENSE							
constitute a basis of work nor an attachn Employers Associa	er acknowledge that any such assignment(s) shall not in any way if entitlement to any priority whatsoever for further assignment to ment to or obligation on the part of LL.A. Local 1842, the Maritime tion, its member employers, .the Port of Toronto Authority with ant or future rights and/or status.							
	2.							
its member employe	I hereby release I.LA. Local 1842, the Maritime Employers Association, its member employers, the Port of Toronto Authority from any future obligation with respect to my employment and/or Union membership status.							
Signed:								
Date:								
Witness:	(LL.A. Local 1842)							
CC: Maritime Emp								

e) In dispatching labour, the Union shall, subject to the skills required by the employers, give first priority to members of LL.A. Local 1842, second priority to members of the reserve labour pool, third priority to retired Union members, and thereafter, shall follow article 3.11 d) above. Fifteen minutes before the beginning of a shift, the Union dispatcher provides the employers requesting labour with dispatch information on the form specified in Appendix 3 of this collective agreement.

The list of skills attributed to Union members in Appendix 2 of this agreement is provided to the Union by MEA and can be modified from time to take into account changes in skill attribution.

- The cost of dispatch will be related to the ships (excluding self unloaders) requesting ILA labour bound by this agreement within the Port of Toronto. The companies will pay to the ILA \$1000.00 per ship, plus a sum of \$500.00 per month.
- g) The parties agree that the number of men in the back-up pool will be maintained at twenty (20) unless otherwise agreed to by the parties.
- **3.12** The parties agree that each employee covered by this collective agreement must advise the Maritime Employers Association of any change in their address or telephone number.

The parties agree to keep an up to date registry of all employees, their skills, and employment status.

ARTICLE IV - GANG SIZE AND MANNING

4.01

- a) The basic gang shall consist of a foreman and ten (10) men (11 men for steel with ship's gear) and shall apply to all ships loading/discharging operations save and except roll on/roll off which shall remain at a foreman and seven (7) men and containers which shall be a foreman and seven (7) men when utilizing a shore crane and a foreman and nine (9) men when utilizing ship's gear.
- **b)** The employer shall be entitled to employ additional men over and above the minimums set forth in (a) above.
- The employer shall be entitled to deploy employees within the basic gang as deems necessary within the gang's operation (s), except that during the actual loading/unloading of cargo to/from a ship, it is agreed that there shall be not less than four (4) employees in the hold and three (3) employees on deck if ship's gear is used (two (2) employees if a shore crane is used).
- d) The employer shall be entitled to deploy additional labour as he deems necessary and may split and/or shift such labour between gangs.

e) Bulk

Salt or other bulk except as otherwise set forth in this agreement: 1 hatch tender per crane plus trimmers as required

Bulk sugar

Minimum manning for bulk sugar; 1 foreman plus 4 men consisting of 2 trimmers, 1 dockman, 1 winchman/hatchtender who will be available for work assigned by the foreman.

Bulk sugar with use of self-unloader

Minimum manning for bulk sugar with the use of self-unloader; 1 foreman plus 1 forklift operator, 1 payloader, and 2 labourers.

Tarping

Minimum manning for tarping; 1 foreman plus 1 forklift operator, and 2 labourers.

- f) A gearman to be employed when a Company has a ship working.
- **g)** When a company elects to have securing work performed by a cargo gang, it may assign the entire gang to such work.
- **4.02** In the case of an operation which, in accordance with article 4.01 above, requires 1 and 10 or 1 and 11, but the employees are not required to operate the ship's lifting gear, then the men who would have operated such gear may be assigned to other work within the operation covered by the unit except that:
- a) such men shall not be assigned to operate a lift-truck, and

- b) in the event a second signalman is required, then one of these men shall be assigned such work.
- **4.03** Notwithstanding article 4.01 above, it is agreed that a minimum of one (1) foreman and four (4) men shall be used for lashing and securing, as described in article 2.03.
- **4.04** When men are required to handle passenger baggage, there will be a foreman and a minimum of 2 men.
- **4.05** When a hatch tender cannot be seen, an extra man shall be employed at the discretion of the company to give signals.
- **4.06** When working in deep tanks, an additional man may be employed to give signals or in order to steady the slingload if deemed necessary by the company.
- **4.07** When it appears necessary to the company, two (2) men shall assist crane operators in the handling of cargo.
- **4.08** Minimum manning for heavy lift will be 1 foreman plus 8 men. (Heavy lift i.e. any piece of cargo exceeding 25 metric tons or 62.5 cubic meters)

ARTICLE V- HOURS OF SERVICE AND WAGE RATES

5.01 For the purpose of this agreement, the work periods shall be as follows:

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

The above work periods can begin one (1) hour before and therefore end one (1) hour before. If the starting and ending times are advanced by one (1) hour, call hours, meal hours and rest periods are consequently also advanced.

The employer will decide on the choice of work periods and their starting time according to their operational needs and the union's ability of fulfilling of labour without cutting gangs.

- a) Passenger ships will have flexible starting hours.
- **5.02** It is agreed that work will normally terminate at 22h00 but that, at the Company's request, work shall continue to as late as 24h00 when the companies consider it to be necessary in order to complete the loading or unloading of a vessel.
- **5.03** Except for work on bulk and under articles IX and X of this agreement all work is to cease at midnight except during the last two (2) weeks of navigation season when, because of weather conditions, it may be necessary to work vessels day and night to clear them from the Lakes.
- **5.04** During the term of this agreement, the companies and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in the attached schedule which is hereby made a part of this agreement.

5.05 : Meal hours

Meal hours shall be as follows:

from 04h00 to 8h00 from 12h00 to 13h00 from 17h00 to 18h00 from 22h00 to 24h00

Employees required to work through any of the above meal hours shall be paid a minimum of one (1) hour at the meal hour rate, as per attached schedule for such hour, or part thereof. Maximum work-through period shall be two (2) hours.

5.06

a) The rate of pay for handling bulk sulphur, bulk ore, wet or dry hides, nitrates, bariums or substitutes, chlorides, powdered dyes, fluorides, rubber in bales, bulk meal or grain, silicates, phosphates, potash, cocoa powder and sisal, or on the working or cleaning of holds in which the above commodities were stored, shall be as shown in the wage schedule.

When two (2) gangs are working in a common hold and one (1) gang is handling general cargo, general cargo gang is to be paid the obnoxious cargo premium, same as the gang handling obnoxious cargo, except in case of hides.

- **b)** The rate of pay for handling refrigerated cargo (i.e. 0o C or less) shall be as shown in the attached wage schedule.
- When gangs have been working obnoxious cargo or cleaning or sweeping of holds which contained such cargo, as per section 5.06(a), they shall be allowed fifteen (15) minutes' paid washing-up times at 11h45, 16h45 and 21h45. In the event a gang or gangs are required to work through any meal hour on obnoxious cargo, the fifteen (15) minutes' paid washing-up times shall be advanced to 12h45, 17h45, 22h45 or 23h45. If gangs are required to work through the wash-up period to finish cargo, they will be paid one (1) hour at the prevailing rate.

5.07

- a) Rates of pay as per attached schedule to be paid for work on ships in port with cargoes on fire. This only applies to hatches affected by fire, smoke, steam, gas or oil. If any cargo in any hatch is submerged in water, the same rates will be paid for handling such cargo.
- When, because of weather, shifting, collapse or other unusual situation, the original condition of the cargo or stow has been altered, causing substantial damage with the result that normal handling procedures cannot be followed, the rates of pay will be as per attached schedule, when actually working such cargo.

5.08 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
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
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 companies 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.

5.09 When men or gangs have worked past the hour, they shall be paid for the hour.

5.10

- **a)** Each company shall pay each employee employed by it, as vacation benefits, 10.5% of the employee's gross annual earnings from that company.
- b) It is agreed that vacation benefits will be calculated on wages earned every week during the twelve (12) month period ending with the last weekend in September and shall be paid not later than the 23rd of October. Employees will be advised at least two (2) weeks in advance of the date vacation pay 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 twenty-four (24) hours' notice 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 on the employee's weekly pay.

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 may draw all or part of their vacation pay which has accrued to the end of each quarter. The quarters are identified as the last weekend in September, as above, and the last weekend in December, March and June of each year. A notice will be posted at least three weeks prior to the end of the quarter advising the union members of the coming end of the quarter.

Union members who wish to receive all or part of their accrued vacation pay will have to give notice within two weeks of the notice being posted in the prescribed form to M.D.C. to receive the vacation pay as requested. The payroll agency will issue the vacation pay amount as requested by the employee as soon as possible and not later than the second Thursday following the last weekend in December, March and June of each year.

5.11

a) Each of the Companies shall pay to the trustees of I.LA. Locals 1842, 1879 and 1654 Health and Welfare Fund, the sum of money in accordance with the schedule below, per man\hour worked by their respective employees in the bargaining unit:

effective January 1, 2017:	\$7.69/hr
effective January 1, 2018:	\$7.84/hr
effective January 1, 2019:	\$8.00/hr
effective January 1, 2020:	\$8.16/hr
effective January 1, 2021:	\$8.32/hr
effective January 1, 2022:	\$8.49/hr
effective January 1, 2023:	\$8.71/hr

- b) Said trustees shall use the money thus paid to them for the purposes set forth in the Memorandum of Agreement dated October 1st, 1963, and amendments made thereto from time to time. However, it is understood that the Pension allocation shall not be less than \$0.94 1\2 per man\hour.
- c) It is understood that all contributions made by the companies, in accordance with article 5.II (a) above, shall be for the exclusive benefit of union members, and the I.LA. Locals involved agree to save the companies, the Maritime Employers Association and the Maritime Data Center, harmless from any claim which may arise with respect to such contributions made for hours worked by non-union individuals.
- **5.12** Notwithstanding other provisions of this collective agreement, it is understood that a bulk sugar vessel may be handled either in accordance with section 5.01 or in accordance with the following:
- a) continuous twelve (12) hour shifts from 08h00 to 20h00 and from 20h00 to 08h00. One (1) ILA member will remain at the hatch to guarantee continuous unloading during shift changes. However, the working of such shifts on weekends and holidays shall be at Management's discretion;
- b) if the above shift schedule is to be used, Management must so specify at the time of placing the initial order for the vessel;
- employees shall be entitled to two half (1/2) hour meal breaks during each twelve (12) hour shift:
- d) the rates of pay applicable to the twelve (12) hour shift schedule shall be:

Monday to Friday

08h00 to 20h00 – 8 hours at at the basic rate and 3 hours at

time and one-half;

8 hours at the basic rate plus

20h00 to 08h00 – \$1.00 per hour and 3 hours at time and one-half.

Midnight Friday to Midnight Sunday

All hours (including meal breaks) to be paid at time and one half.

- e) Notwithstanding the provisions of article 6 herein, it is understood that the guarantee applicable to the last shift worked shall be eight (8) hours.
- Notwithstanding the foregoing, it is understood that for the purposes of finishing a ship, a shift may be extended for up to two (2) hours and that such extension shall be paid at double the base rate.
- **g)** Notwithstanding section 6.01 and 6.02 herein, in the case of the twelve (12) hour shifts set forth above, the call hours shall be:
 - 16h00 for 20h00 and 08h00 the following day. However, all orders for Sundays or holidays must be placed by 16h00 on the preceding day.
- **5.13** Pay day shall be between 08h00 and 13h00 each Thursday. If a holiday falls on a Thursday, pay day shall be the preceding day between the above stated times. For the purposes of making up the payroll, the work week shall deem to end on Saturday midnight. All wages to be paid by cheque or by direct deposit with no cashing facilities provided on the dock area. Direct deposit shall be used by all new employees hired after the ratification of this collective agreement.

5.14

- a) Refrigerator gangs may be employed on general cargo while waiting; in such case they are not required to enter refrigerator compartments (i.e. 0° C or below) until a cooling-off period of thirty (30) minutes has expired. During the period of June 15 to September 15 (inclusively) no gangs will be required to enter refrigerator compartments (0° C or below) until a cooling-off period of forty-five (45) minutes has expired.
- b) Where the outside temperature is 70° F or higher or where the temperature of the cooler compartment is between 45° F and 33° F inclusively, men having worked on other than refrigerated or cooler compartment cargo will not be required to enter cooler compartments under the above conditions until a cooling-off period of fifteen (15) minutes has expired.
- **5.15** Rest periods of ten (10) minutes' duration (paid) shall be allowed each employee during each work period. Normal times will be 10h00 to 10h10, 15h00 to 15h10, 20h00 to 20h10. These times are not intended to be precise and could be subject to change depending on the nature of the work being performed; however, in no event can rest periods be cancelled or delayed beyond a half hour from the above stated times. Rest periods cannot be accumulated.
- **5.16** As of 2021, it is agreed that management will pay \$300.00 per year for those union members listed in Appendix 1 who have accumulated a minimum of 40 hours of work and \$200.00 per year for non-union employees with 500 hours of work covered by this collective agreement in the previous calendar year for the purchase of approved safety hat, reflective vest and safety boots. Payment will coincide with the first paycheck of the current year.

ARTICLE VI - CALL HOURS

6.01 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 and for the 24h00 call. All orders when placed shall not be subject to cancellations, except as provided for in clause 3.10 c) and 6.04.

6.02

- 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, the company may require the employee to stand by for the remainder of the work period or shall pay the employee two (2) hours in addition to any hour or hours already worked on standby.
- b) If an employee reports for work pursuant to a call or order back to work but the company does not start him to work due to weather conditions, he shall be paid as follows:
 - 1. If cancelled ten (10) minutes before the start of any work period, two (2) hours' pay at the prevailing rate, and shall not be required to stand by.
 - 2. If required to stand by during the first hour or part thereof and then cancelled, three (3) hours' pay at the prevailing rate.
 - 3. If required to stand by past the first hour, four (4) hours' pay at the prevailing rate, and the companies may require gangs to stand by for the full period.
- c) If an employee reports for work pursuant to a call or order back to work but the company fails to supply him with work, he shall receive the full working period for the call and, at the company's request, shall stand by for that work period.
- **6.03** Any employee who refuses to stand by or who refuses to start to work while standing by, shall not be paid the standby pay provided for in clause 6.04.
- **6.04** The companies shall not unreasonably require work to be done in inclement weather.

- **6.05** If a gang dispatched by the union is not complete when reporting for work, then the company need not start it to work and pay shall start only when such gang has been brought to full complement or when the gang proceeds to work, whichever occurs first. However, union men forming part of irregular gangs shall be paid if they report or work pursuant to call on any port facility.
- **6.06** After the 10th day of November in each year when all gangs are fully employed, gangs may be interchanged between companies during a working period. However, each employing company must guarantee the minimum payments referred to in article 6.04.

ARTICLE VII - GENERAL

- **7.01** The companies agree that any new stevedoring operation undertaken by them in the Port of Toronto, involving the handling of cargo or freight, shall be governed by the provisions of this agreement; however, the special rates to be paid for off-season operations shall be negotiated with the union.
- **7.02** Hatch beams must be taken off or bolted or properly secured when men are working in the hold. When hatch beams or hatches are taken off, they must be placed on the off-shore side of the ship or taken ashore. This applies to dunnage or wooden fences or securing that is hoisted out of the hold to provide free access to the in-shore side of the ship.
- **7.03** It is agreed that the men shall have one (1) night free each month to attend their regular monthly union meeting. At least three (3) days' advance notice in writing must be given by the union to the companies of the date of such meeting. Arrangements for special meetings to be agreed upon between the parties.
- **7.04** Lift-trucks and tow-motors may be employed to their full capacity provided, however, that loads are not to exceed the height of the mast.

7.05

- a) Large containers, twenty (20) feet in length or over, and single heavy lifts of twenty (20) tons or more may be loaded or unloaded directly to or from truck or float.
- b) It is understood that the foregoing does not restrict the method of moving cargo in a roll-on/roll-off operation, nor does it prevent a company from using trucks or floats for the movement of cargo between the ship and a designated place of rest within the port.
- The parties agree to meet at the request of either party to discuss the application of 7.05 a) above, or any other item not covered therein.

7.06 : Technological change

It is agreed that sections 51, 52 and 53, Division IV of the Canada Labour Code, Part I, apply to this agreement. However, it is agreed that should any issues arise under the above sections of the Code and not be resolved by the parties, they shall be referred to an Arbitration Board comprised of one representative of the Union, one representative of the Association and a Chairman to be chosen by the parties or, failing agreement, the Minister of Labour shall be requested to appoint a Chairman.

The Arbitration Board shall have the same power to deal with the impact of the technological change as would have the Canada Industrial Relations Board and such decision shall be final and binding.

7.07 The companies agree that they shall at all times supply gangs, when working, with suitable sanitary water containers and paper cups.

7.07: Union Dues/Check-off

- a) It is agreed that, as a condition of employment, all non-union employees, in lieu of paying union dues, shall have \$2.00 per man\hour worked deducted from their wages and said money shall be forwarded to the union within ten (.10) days of the end of the pay period in which the deductions were made.
- a) It is agreed that, as a condition of employment all union members shall have Fifty Dollars (\$50.00), considered union dues, deducted from their wages during the first pay period of each month. It is also agreed that 3 % of gross wages worked will also be deducted as check-off and said money shall be forwarded to the union within ten (10) days of the end of the pay period in which the deductions were made.
- b) It is agreed that the amount to be deducted as per (a) and/or (b) above will, at the union's request, be amended from time to time as determined by the union.
- **d)** Furthermore, it is understood and agreed that the union will save harmless the Federation and all its members, the Association and all its members and the Maritime Data Center 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.
- **7.08** It is agreed that within thirty (30) days following the ratification of the Memorandum of Agreement, a complete collective agreement document for signing will be prepared. Thereafter, it is agreed that within ninety (90) days following the signing of such document, copies of the collective agreement in booklet form will be printed at a union shop at the employer's expense and made available for distribution.

7.09

- **a)** The employers acknowledge the right of the union to appoint stewards from amongst the union membership 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.
- **b)** The union agrees that stewards shall have their regular duties to perform on behalf of their employer(s) and such persons shall not leave their regular duties without receiving permission from their employer(s), which shall not be unreasonably withheld.
- **7.10** It is understood that all written warnings and suspensions become void after 2 years of violation free service.
- **7.11** The employer bound by this agreement will inform the union of any new operation which is not stipulated in the agreement prior to the introduction of any such operation.

ARTICLE VIII - GRIEVANCES AND ARBITRATIONS

8.01

(i)

- a) The Union shall appoint or otherwise select a Grievance Committee to consist of not more than three (3) persons, and shall notify the Association 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 Association 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.
- b) The Association and the companies 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 companies to determine and direct methods of operation and procedures within the terms of this agreement.

- 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 Association, any of the companies or the union which are inconsistent with the provisions of this agreement.
- 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 companies, 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 company's representative. Any dispute which any company and\or the Association may wish to discuss with the Union shall be taken up first by the company's representative and\or the representative of the Association with the President or Business Agent or, in their absence, any other officer of the Union on the wharves or member of the Grievance Committee.
- e) 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, a company or the Association, the Association's 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 ten (10) working days.
- If the dispute is not settled within a further period of ten (10) working days, it shall, at the written request of the Union, a company or the Association, then be referred to a single arbitrator agreed to by the parties from the list attached hereto or, in the event of their prolonged unavailability, an 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.
- g) 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.
- h) 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 existing work practices. He shall have no power to decide whether or not proposed new or changed work practices are appropriate.
- i) 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 companies.
- j) The parties will jointly bear the fees and expenses of the arbitrator.

8.02

- Notwithstanding the provisions of 8.0I (i) 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:
 - 1. The President and\or the Business Agent will discuss the matter with the local Manager of the Company, or vice-versa.
 - 2. Failing resolution, the President and\or Business Agent, together with the local Manager of the Company, will discuss the matter with a representative of the Association, or vice-versa.
 - 3. Failing resolution, a meeting of the Grievance Committee established in 8.0l(i-a) above, will be held within twenty-four (24) hours or at such later time as may be mutually agreed to by the parties.
 - **4.** Failing resolution, the matter may then be referred immediately to a single arbitrator referred to in list of 8.0l(i-f) or where those named are unavailable, an arbitrator named by the Minister of Labour.
 - **5.** It is understood and agreed that the hearing should take place at the earliest possible time and a decision be rendered likewise as promptly.
 - 6. It is agreed that this process replaces the time limits of 8.0l(i) but does not affect the other provisions thereof.
- **8.03** Charges against an employee resulting in dismissal or suspension or other discipline may be resolved by confirming the company's action, 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 by a single arbitrator.
- **8.04** It is agreed the employers will continue to fulfill their responsibilities under Part II of the Canada Labour Code with respect to Safety Committees. It is also agreed the union will continue to participate in and support said Safety Committees.

ARTICLE IX - BULK SOYBEAN MEAL AGREEMENT

9.01 On each shift worked hereunder, there shall be a guarantee of eight (8) hours, subject to the provisions of clause 6.04.

Hours of work

Three (3) eight (8) hour shifts, 00h00\08h00; 08h00\16h00; 16h00\24h00.

Call hours

At 16h00 for 00h00 and 08h00 calls, at 11h00 for the 16h00 call. All Sunday or Public Holiday calls to be made by 16h00 the previous day.

Gang sizes

Eight (8) men including a foreman; gang size may be increased as required.

Obnoxious cargo premium automatic

Same as per agreement except premium increase only applies when working at time and one-half or double time rate.

Overtime premium - Monday to Friday

18h00\06h00: one dollar (\$1.00) shift premium.

Saturdays, Sundays & Holidays

 $00h00\24h00$: time and one half plus one dollar (\$1.00) shift premium between $00h00\06h00$ and $18h00\24h00$.

Midnight call

Guaranteed eight (8) hours subject to provisions of clause 6.04.

ARTICLE X - BULK FERTILIZER

10.01 On each shift worked hereunder, there shall be a guarantee of eight (8) hours, subject to the provisions of clause 6.04.

Hours of work

Three (3) eight (8) hour shifts, 00h00\08h00; 08h00\16h00; 16h00\24h00.

Call hours

At 16h00 for 00h00 and 08h00 calls, at 11h00 for the 16h00 call. All Sunday or Public Holiday calls to be made by 16h00 the previous day.

Gang sizes - 1st period

- 1 hatchman per crane
- 1 deckman per crane
- 3 dockmen per crane
- 1 utility man

Subsequent periods

As above plus trimmers when required.

Trimming gangs

1 foreman

6 men per hold

Obnoxious cargo premium

Same as per agreement except premium increase only applies when working at time and one-half or double time rate.

Monday to Friday

18h00\06h00: one dollar (\$1.00) shift premium.

<u>Saturday</u>

00h00\24h00: time and one half plus one dollar (\$1.00) shift premium between 00h00\06h00 and 18h00\24h00.

Midnight Call

Guaranteed eight (8) hours subject to provisions of clause 6.04.

ARTICLE XI - TERMINATION

11.01 This agreement shall come into effect from 08:00 the first Sunday following the date of signature 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 one hundred and twenty days (120) days prior to the 31st day of December 2023 or prior to December 31st in any year thereafter, either party shall furnish the other party with a notice of its desire to commence negotiations for the purpose of revising this agreement.

In the event that such a notice is given, this agreement shall continue in full force and effect during the period in which the negotiations are in progress for the revision of this agreement and until written notice of termination is given by one of the parties after the time limits provided in section 50 of the Canada Labour Code have been completed.

Signed this <u>15th</u> day of <u>February</u> 2021

MARITIME EMPLOYERS ASSOCIATION

LOCAL 1842
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION AFL-CIO-CLC

Nicola Dolbec

Vice-President, Industrial Relations

James Turner

President, ILA local 1842

Jean-Sébastien Barale

Director, Industrial Relations

Catlan Bateman

Business Agent, ILA local 1842

Maximilien G. Carle

Regional Manager, Great Lakes

Interim provisions

All parties will meet sixty (60) days following the signature of the collective agreement to discuss the present and future operational needs at the Port of Toronto.

All retroactivity will be paid to active union members within sixty (60) days following the signature of the collective agreement except for the years 2018 and 2019 for the health and welfare fund.

LETTER OF INTENT # 1

It is agreed that while the definition of steel includes loose pipe, tubing and axles, the Association agrees to continue its past practice with regard to the number of men employed on these commodities during the life of this agreement.

LETTER OF INTENT # 2

RE : Dispatch information

As agreed to between the parties, the dispatch of Local 1842 shall supply each employer by email, for each employee assigned, with the following information at least 15 minutes previous to the beginning of the shift:

- 1) Union no.
- 2) Name
- 3) Ship hatch no.
- 4) Ship name
- 5) Work period
- 6) Skill (for each employee assigned)

LETTER OF INTENT # 3

RE: Jurisdiction

The employers covered by the present collective agreement will not contract out work covered by the certification granted to Local 1842 by the Canada Industrial Relations Board (Order #9298-U), or any amended certification, unless the work was already performed by members of another union at the time the certification was issued or if the union cannot provide sufficient labour to perform the work.

LETTER OF INTENT #4

RE: Hours of service/City of Toronto bylaw

It is agreed between the parties to reopen discussions on hours of work if the City of Toronto passes a bylaw limiting work on evening or night shifts.

LETTER OF INTENT #5

RE: Training, Port of Toronto

The companies agree to meet or discuss necessary training on the first Monday of February and July of each calendar year. All agreed training will commence within 1 month and be completed within 3 months.

LETTER OF INTENT #6

RE: Schedule of wages - I.LA. local 1842 - Reserve pool and other men

At the signing of the present agreement, reserve pool and other men will receive 80% of the "schedule of wages - LL.A. 1842 - union and retired union men".

Rates of pay:

2017 \$24.84
2018 \$25.34
2019 \$25.84
2020 \$26.36
2021 \$26.99
2022 \$27.66
2023 \$28.38

LETTER OF INTENT #7

In the event that the Maritime Data Center fully transitions to direct deposit, the MDC will notify by letter all employees sixty (60) days prior to its full implementation. Employees must give within that sixty (60) day period the necessary information and documents related to their banking institution for receiving their pay by direct deposit.

LETTER OF INTENT #8

This letter of intent is the result of both parties' desire to increase all stevedoring activities' productivity levels to maintain and increase the Port of Toronto's competitive edge. The parties mutually agree that a harmonious relationship between the terminal and vessel operations is crucial for the longshoring ecosystem.

Longshoremen play a valuable role within the fast-changing context of the maritime transport industry and new challenges that the industry may face.

The Union and the employers will work together to reach that goal.

APPENDIX 1

ILA LOCAL 1842- UNION MEMBERSHIP

	Union number	Name
1	1578	James Simpson
2	1582	Michael Martin
3	1585	Laverne Sharp
4	1588	Lester Phillips
5	1599	Derrick Piette
6	1601	Eric Vallaincourt
7	1603	Bruce Sherman
8	1605	Jack Croucher
9	1608	Luis Aguilar
10	1609	Robert Bright
11	1621	Dan Smart
12	1628	David Fororave
13	1630	Mike Macdonald
14	1634	James Turner
15	1636	Randy Sherman
16	1637	Beverly Butler
17	1642	Oleq Terekh
18	1645	Catlan Bateman
19	1647	Jimmy Ouimette
20	1649	Don Joncas
21	1651	DJ. Earle
22	1652	Pasquale Guerrero
23	1611	Kyle Desroches
24	6077	Scott Daniels
25	6106	Corey Martin
26	6181	Jasper Forgrave
27	6208	George Broomer

^{*} This list could be modified subject to the hiring of new members (3.11 b), disciplinary measures or retirement. The list of Union employees and reserve pool must be updated once a year.

APPENDIX 2

SENIORITY #	UNION #	LAST NAME	FIRST NAME
1	1578	SIMPSON	JAMES
2	1582	MARTIN	MICHAEL
3	1585	SHARPE	LAVERNE
4	1588	PHILLIPS	LESTER
5	1599	PIETTE	DERRICK
6	1601	VALLAINCOURT	ERIC
7	1603	SHERMAN	BRUCE
8	1605	CROUCHER	JACK
9	1608	AGUILAR	LUIS
10	1609	BRIGHT	ROBERT
11	1621	SMART	DAN
12	1628	FORGRAVE	DAVID
13	1630	MACDONALD	MIKE
14	1634	TURNER	JAMES
15	1636	SHERMAN	RANDY
16	1637	BUTLER	BEVERLY
17	1642	TEREKH	OLEG
18	1645	BATEMAN	CATLAN
19	1647	OUIMETTE	JAMES (JIMMY)
20	1649	JONCAS	DONALD
21	1651	EARLE	DONALD (DJ)
22	1652	GUERRERO	PASQUALE
23	1611	DESROCHES	KYLE
24	6077	DANIELS	SCOTT
25	6106	MARTIN	COREY
26	6181	FORGRAVE	JASPER
27	6208	BROOMER	GEORGE

^{*} As per article 3.12, the MEA will keep an employee skills registry for all employees. This registry will include employee skills, training classifications, and personal employee information and the parties agree to keep up to date.

APPENDIX 3 - TIME SHEET

Date :	
Ship name	
Hatch #	

Union #	Name	Skills	From	То
			-	

RATES OF PAY FROM January 1st TO December 31st 2017

ARTICLE 1 - GENERAL BASIC HOURLY RATE (\$31.05/hour)

	08h00 12h00	12h00 13h00	13h00 17h00	17h00* 18h00	18h00 22h00	22h00 24h00	24h00 04h00	04h00 08h00
Monday to Friday	31.05	62.10	31.05	62.10	46.58	93.15	62.10	124.20
Saturday, Sunday & Holidays	46.58	93.15	46.58	93.15	46.58	93.15	62.10	124.20

ARTICLE 2 - OBNOXIOUS CARGO - ARTICLE 5.06(a) BASIC HOURLY RATE (\$31.45/hour)

	08h00	12h00	13h00	17h00*	18h00	22h00	24h00	04h00
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00
Monday to Friday	31.45	62.90	31.45	62.90	47.18	94.35	62.90	125.80
Saturday, Sunday & Holidays	47.18	94.35	47.18	94.35	47.18	94.35	62.90	125.80

ARTICLE 3 - REFRIGERATED CARGO - ARTICLE 5.06(b)

Same as article 2 above

ARTICLE 4 - HAZARDOUS CARGO - AS PER ARTICLE 5.07(a)

Double the rate shown in article 1 for each period.

ARTICLE 5 - DISTRESS CARGO AS PER ARTICLE 5.07(b)

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

- These rates apply to union members listed in appendix 1 and retired members.
- Reserve pool and other men will receive 80% of the "schedule of wages-I.L.A. 1842-union and retired union men"

2017 \$24.84

^{*} In the event meal hour work from 17h00 - 18h00 continues beyond 18h00, then the rate of pay as of 18h00 shall be double that paid for the hour from 17h00 to 18h00.

RATES OF PAY FROM January 1st TO December 31st 2018

ARTICLE 1 - GENERAL BASIC HOURLY RATE (\$31.67/hour)

	08h00 12h00	12h00 13h00	13h00 17h00	17h00* 18h00	18h00 22h00	22h00 24h00	24h00 04h00	04h00 08h00
Monday to Friday	31.67	63.34	31.67	63.34	47.51	95.01	63.34	126.68
Saturday, Sunday & Holidays	47.51	95.01	47.51	95.01	47.51	95.01	63.34	126.68

ARTICLE 2 - OBNOXIOUS CARGO - ARTICLE 5.06(a) BASIC HOURLY RATE (\$32.07/hour)

	08h00	12h00	13h00	17h00*	18h00	22h00	24h00	04h00
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00
Monday to Friday	32.07	64.14	32.07	64.14	48.11	96.21	64.14	128.28
Saturday, Sunday & Holidays	48.11	96.21	48.11	96.21	48.11	96.21	64.14	128.28

ARTICLE 3 - REFRIGERATED CARGO - ARTICLE 5.06(b)

Same as article 2 above

ARTICLE 4 - HAZARDOUS CARGO - AS PER ARTICLE 5.07(a)

Double the rate shown in article 1 for each period.

ARTICLE 5 - DISTRESS CARGO AS PER ARTICLE 5.07(b)

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

- These rates apply to union members listed in appendix 1 and retired members.
- Reserve pool and other men will receive 80% of the "schedule of wages-I.L.A. 1842-union and retired union men"

2018 \$25.34

^{*} In the event meal hour work from 17h00 - 18h00 continues beyond 18h00, then the rate of pay as of 18h00 shall be double that paid for the hour from 17h00 to 18h00.

RATES OF PAY FROM January 1st TO December 31st 2019

ARTICLE 1 - GENERAL BASIC HOURLY RATE (\$32.30/hour)

	08h00 12h00	12h00 13h00	13h00 17h00	17h00* 18h00	18h00 22h00	22h00 24h00	24h00 04h00	04h00 08h00
Monday to Friday	32.30	64.60	32.30	64.60	48.45	96.90	64.60	129.20
Saturday, Sunday & Holidays	48.45	96.90	48.45	96.90	48.45	96.90	64.60	129.20

ARTICLE 2 - OBNOXIOUS CARGO - ARTICLE 5.06(a) BASIC HOURLY RATE (\$32.70/hour)

	08h00	12h00	13h00	17h00*	18h00	22h00	24h00	04h00
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00
Monday to Friday	32.70	65.40	32.70	65.40	49.05	98.10	65.40	130.80
Saturday, Sunday & Holidays	49.05	98.10	49.05	98.10	49.05	98.10	65.40	130.80

ARTICLE 3 - REFRIGERATED CARGO - ARTICLE 5.06(b)

Same as article 2 above

ARTICLE 4 - HAZARDOUS CARGO - AS PER ARTICLE 5.07(a)

Double the rate shown in article 1 for each period.

ARTICLE 5 - DISTRESS CARGO AS PER ARTICLE 5.07(b)

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

- These rates apply to union members listed in appendix 1 and retired members.
- Reserve pool and other men will receive 80% of the "schedule of wages-I.L.A. 1842-union and retired union men"

2019 \$25.84

^{*} In the event meal hour work from 17h00 - 18h00 continues beyond 18h00, then the rate of pay as of 18h00 shall be double that paid for the hour from 17h00 to 18h00.

RATES OF PAY FROM January 1st TO December 31st 2020

ARTICLE 1 - GENERAL BASIC HOURLY RATE (\$32.95/hour)

	08h00	12h00	13h00	17h00*	18h00	22h00	24h00	04h00
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00
Monday to Friday	32.95	65.90	32.95	65.90	49.43	98.85	65.90	131.80
Saturday, Sunday & Holidays	49.43	98.85	49.43	98.85	49.43	98.85	65.90	131.80

ARTICLE 2 - OBNOXIOUS CARGO - ARTICLE 5.06(a) BASIC HOURLY RATE (\$33.35/hour)

	08h00	12h00	13h00	17h00*	18h00	22h00	24h00	04h00
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00
Monday to Friday	33.35	66.70	33.35	66.70	50.03	100.05	66.70	133.40
Saturday, Sunday & Holidays	50.03	100.05	50.03	100.05	50.03	100.05	66.70	133.40

ARTICLE 3 - REFRIGERATED CARGO - ARTICLE 5.06(b)

Same as article 2 above

ARTICLE 4 - HAZARDOUS CARGO - AS PER ARTICLE 5.07(a)

Double the rate shown in article 1 for each period.

ARTICLE 5 - DISTRESS CARGO AS PER ARTICLE 5.07(b)

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

- These rates apply to union members listed in appendix 1 and retired members.
- Reserve pool and other men will receive 80% of the "schedule of wages-I.L.A. 1842union and retired union men"

2020 \$26.36

^{*} In the event meal hour work from 17h00 - 18h00 continues beyond 18h00, then the rate of pay as of 18h00 shall be double that paid for the hour from 17h00 to 18h00.

RATES OF PAY FROM January 1st TO December 31st 2021

ARTICLE 1 - GENERAL BASIC HOURLY RATE (\$33.74/hour)

	08h00 12h00	12h00 13h00	13h00 17h00	17h00* 18h00	18h00 22h00	22h00 24h00	24h00 04h00	04h00 08h00
Monday to Friday	33.74	67.48	33.74	67.48	50.61	101.22	67.48	134.96
Saturday, Sunday & Holidays	50.61	101.22	50.61	101.22	50.61	101.22	67.48	134.96

ARTICLE 2 - OBNOXIOUS CARGO - ARTICLE 5.06(a) BASIC HOURLY RATE (\$34.14/hour)

	08h00	12h00	13h00	17h00*	18h00	22h00	24h00	04h00	
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00	
Monday to Friday	34.14	68.28	34.14	68.28	51.21	102.42	68.28	136.56	
Saturday, Sunday & Holidays	51.21	102.42	51.21	102.42	51.21	102.42	68.28	136.56	

ARTICLE 3 - REFRIGERATED CARGO - ARTICLE 5.06(b)

Same as article 2 above

ARTICLE 4 - HAZARDOUS CARGO - AS PER ARTICLE 5.07(a)

Double the rate shown in article 1 for each period.

ARTICLE 5 - DISTRESS CARGO AS PER ARTICLE 5.07(b)

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

- These rates apply to union members listed in appendix 1 and retired members.
- Reserve pool and other men will receive 80% of the "schedule of wages-I.L.A. 1842-union and retired union men"

2021 \$26.99

^{*} In the event meal hour work from 17h00 - 18h00 continues beyond 18h00, then the rate of pay as of 18h00 shall be double that paid for the hour from 17h00 to 18h00.

RATES OF PAY FROM January 1st TO December 31st 2022

ARTICLE 1 - GENERAL BASIC HOURLY RATE (\$34.58/hour)

	08h00 12h00	12h00 13h00	13h00 17h00	17h00* 18h00	18h00 22h00	22h00 24h00	24h00 04h00	04h00 08h00
Monday to Friday	34.58	69.16	34.58	69.16	51.87	103.74	69.16	138.32
Saturday, Sunday & Holidays	51.87	103.74	51.87	103.74	51.87	103.74	69.16	138.32

ARTICLE 2 - OBNOXIOUS CARGO - ARTICLE 5.06(a) BASIC HOURLY RATE (\$34.98/hour)

	08h00	12h00	13h00	17h00*	18h00	22h00	24h00	04h00
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00
Monday to Friday	34.98	69.96	34.98	69.96	52.47	104.94	69.96	139.92
Saturday, Sunday & Holidays	52.47	104.94	52.47	104.94	52.47	104.94	69.96	139.92

ARTICLE 3 - REFRIGERATED CARGO - ARTICLE 5.06(b)

Same as article 2 above

ARTICLE 4 - HAZARDOUS CARGO - AS PER ARTICLE 5.07(a)

Double the rate shown in article 1 for each period.

ARTICLE 5 - DISTRESS CARGO AS PER ARTICLE 5.07(b)

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

- These rates apply to union members listed in appendix 1 and retired members.
- Reserve pool and other men will receive 80% of the "schedule of wages-I.L.A. 1842-union and retired union men"

2022 \$27.66

^{*} In the event meal hour work from 17h00 - 18h00 continues beyond 18h00, then the rate of pay as of 18h00 shall be double that paid for the hour from 17h00 to 18h00.

RATES OF PAY FROM January 1st TO December 31st 2023

ARTICLE 1 - GENERAL BASIC HOURLY RATE (\$35.48/hour)

	08h00 12h00	12h00 13h00	13h00 17h00	17h00* 18h00	18h00 22h00	22h00 24h00	24h00 04h00	04h00 08h00
Monday to Friday	35.48	70.96	35.48	70.96	53.22	106.44	70.96	141.92
Saturday, Sunday & Holidays	53.22	106.44	53.22	106.44	53.22	106.44	70.96	141.92

ARTICLE 2 - OBNOXIOUS CARGO - ARTICLE 5.06(a) BASIC HOURLY RATE (\$35.88/hour)

	08h00	12h00	13h00	17h00*	18h00	22h00	24h00	04h00
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00
Monday to Friday	35.88	71.76	35.88	71.76	53.82	107.64	71.76	143.52
Saturday, Sunday & Holidays	53.82	107.64	53.82	107.64	53.82	107.64	71.76	143.52

ARTICLE 3 - REFRIGERATED CARGO - ARTICLE 5.06(b)

Same as article 2 above

ARTICLE 4 - HAZARDOUS CARGO - AS PER ARTICLE 5.07(a)

Double the rate shown in article 1 for each period.

ARTICLE 5 - DISTRESS CARGO AS PER ARTICLE 5.07(b)

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

- These rates apply to union members listed in appendix 1 and retired members.
- Reserve pool and other men will receive 80% of the "schedule of wages-I.L.A. 1842-union and retired union men"

2023 \$28.38

^{*} In the event meal hour work from 17h00 - 18h00 continues beyond 18h00, then the rate of pay as of 18h00 shall be double that paid for the hour from 17h00 to 18h00.

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