

**COLLECTIVE AGREEMENT**

between

**The Maritime Employers Association**, appointed by the Canada Industrial Relations Board, to act as agent for and on behalf of the employers in the "longshoring industry" in the Port of Hamilton, hereinafter referred to as the Employers".

**OF THE FIRST PART**

and

**Local 1654 of the International Longshoremen's Association AFL-CIO-CLC** hereinafter referred to as the "Union"

**OF THE SECOND PART**

**January 1, 2024 – March 31, 2028**

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TABLE OF CONTENTS

---

Part A	Port Agreement.....	4
ARTICLE 1	Purpose.....	4
ARTICLE II	Recognition .....	4
ARTICLE III	Union Representation.....	6
ARTICLE IV	Holidays and Bereavement .....	7
ARTICLE V	Grievances and Arbitrations .....	7
ARTICLE VI	Health and Safety.....	9
ARTICLE VII	Training Selection Process.....	11
ARTICLE VIII	Occupational Training .....	12
ARTICLE IX	Termination .....	12
	Letters of understanding .....	13
APPENDIX II	Interim Provisions.....	16
PART B	Longshoring Agreement .....	17
ARTICLE X	Relationship .....	17
ARTICLE XI	Gang Size and Manning.....	21
ARTICLE XII	Hours of service and wage rates .....	22
ARTICLE XIII	Call Hours .....	24
ARTICLE XIV	General .....	26
ARTICLE XV	Bulk Soybean Meal Agreement.....	26
ARTICLE XVI	Bulk.....	27
ARTICLE XVII	Bulk Agreement - Logistec .....	29
ARTICLE XVIII	Grain .....	30
ARTICLE XIX	Terminal Agreement.....	32
PART C	Checking Agreement.....	35
ARTICLE XX	Relationship .....	35
ARTICLE XXI	Vacations .....	36
ARTICLE XXII	Wages and Overtime.....	36
ARTICLE XXIII	Call Hours .....	36
ARTICLE XXIV	Hours of work.....	37
ARTICLE XXV	General .....	38

ARTICLE XXVI      Health and Welfare Fund..... 39

ARTICLE XXVII      Terminal Agreement..... 39

APPENDIX I      Dispatch Done the Prior Day ..... 41

APPENDIX II      Interim provisions ..... 41

LETTER OF  
INTENT # 1      Container Project..... 42

                                 Signatures ..... 43

PART D      Certifications ..... 44

SCHEDULE OF WAGES ..... 47

## **PART A – PORT AGREEMENT**

### **ARTICLE I - PURPOSE**

**1.01** The purpose of this collective agreement is to promote harmony and cooperation in the relationship between the companies, the MEA, 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 safety to all concerned. Moreover, the parties will ensure that the MEA and its members, the Union, its representatives and members may fulfill their respective responsibilities in complete freedom, ensuring a high degree of attention to the health and safety of everyone in the workplace.

**1.02** The agreement shall apply to employees while engaged in the handling and checking of cargo discharged from or loaded on vessels at the Port of Hamilton, including the transporting of such cargo to or from trucks and/or railway cars and/or other inland conveyances, in the handling of such cargo inside or outside the Employers' terminals, as well as to work set forth in Article 2.05 of this agreement. Part A of the agreement shall apply to longshoring and checking equally. Part B of the agreement shall apply solely to longshoring activities. Part C of the agreement shall apply solely to checking activities.

**1.03** In applying the present collective agreement, neither the Employer, nor the Union, nor their respective representatives, will threaten, constrain or discriminate against any person by reason of his or her race, color, nationality, social background, language, sex, pregnancy, sexual orientation, marital status, age, religious beliefs or lack thereof, political opinions, handicap, family ties, parental situation, situation of a person who has been granted a pardon (following a conviction) or prevent that person from exercising his or her right relative to the present collective agreement or the law.

There is discrimination when such distinction, exclusion or preference in connection with the aforementioned motives results in destroying, compromising or restricting a right, which that person enjoys relative to the present collective agreement or the law. Notwithstanding the preceding statement, a distinction, exclusion or preference based on aptitude or qualities required to perform the tasks of a position is not considered discriminatory.

### **ARTICLE II – RECOGNITION**

#### **2.01**

**a)** The Employers recognize the Union as the exclusive bargaining agent of all their employees employed in i) the "longshoring industry" in the Port of Hamilton, Ontario, save and except the employees of Logistec Stevedoring Inc. engaging in bulk cargo activities, all of which to be interpreted in accordance with applicable Canada Industrial Relations Board certification orders in the Port of Hamilton and ii) the checking of cargo in the longshoring industry in the Port of Hamilton.

**b)** As such, the Union represents all employees classified as, but not limited to, gang-foremen, sub-foremen, holdmen, winchmen, coopers, crane operators, gearmen, lift-truck operators, loader operators, excavator operators, freight handlers, trimmers, shed sweepers, signalmen, warehousemen, foremen, Trainers, Leadhands, terminal foremen, head checkers, terminal office clerks, and checkers excluding superintendents, walking bosses, guards and watchmen acting as guards. The current practice for bulk activities in the Port of Hamilton will remain as per Part D.

#### **2.02 Management Rights**

**a)** The Union recognizes the right of the Employers to manage their business, direct the working 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 relevant business agent 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. The Employers will continue to apply the past practice for sub-contracting. Examples include but are not limited to:

1. Power washing material that has been contaminated with bulk
2. Recouping coils
3. Electric Generator/Specialized Railcars (Ontario Hydro)

**b)** 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.

**c)** The Employers shall be the sole judge 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.

## **2.03**

**a)** The Employers agree that they will not discriminate against any employee by reason of his or her Union activities. However, it is understood and agreed that foremen will not be appointed or selected to act as members of the Grievance Committee and if they are, then the Employers employing such foremen shall have the right to displace them as foremen.

**b)** The Union agrees that it will not conduct any Union activities on the premises occupied by the Employers except as may be permitted by this agreement.

## **2.04**

**a)** The Union agrees not to provide any labour in i) the "longshoring industry", or ii) checking of cargo in the longshoring industry, both as covered herein, except to Employers represented by the Maritime Employers Association.

**b)** The Employers represented by the Maritime Employers Association-when ordering labour for work covered herein will have first priority to all labour supplied through the hiring hall.

## **2.05**

**a)** It is agreed that all work that the Employers are instructed to perform, including the sweeping of holds, cleaning of ballast tanks, lining of ships, opening and closing of hatches, shall be done by employees, except only in the case of hatch covers of a special type. It is also agreed that all motorized cargo will be moved by employees during loading, discharging or terminal operations if a qualified employee is available. This will require no extra manning.

**b)** Except under emergency conditions, case of urgency, or for purposes of training or instruction, foremen or supervisors shall not act as operators on lift-trucks, or freight handlers and shall not do any other work covered by this agreement.

## **2.06 New Operation**

**a)** The parties agree that any new longshoring operations which are not stipulated in this collective agreement constitute a new operation.

**b)** The MEA must advise the Union at least two (2) week prior to the introduction of a new operation.

**c)** The parties must meet in the three (3) days following this notice to discuss changes to be made, as a result of this new operation.

**d)** Should there be a disagreement concerning said new operation as described in Article 2.06, the dispute will be referred to a single arbitrator and the grievance procedure of Article V will apply.

**2.07** The Union and the Employers 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. Subject to his or her rights to submit a grievance, any employee is subject to discharge or otherwise for committing any of the above offences or for any just cause. Any claim by an employee or by the Union that he or she 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 Employer unless he or she is reinstated by agreement of the parties or by an arbitrator.

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

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

**2.10** 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 the Employers' expense and available for distribution.

**2.11** In the event the Union hiring hall cannot supply the full complement of an Employer's individual order for labour, the Employer shall be so notified and shall advise the Union whether or not to dispatch the available labour.

**2.12** Payday shall be between 08h00 and 13h00 each Thursday. If a holiday falls on a Thursday, payday shall be the preceding day between the above stated times. For the purposes of making up the payroll, the workweek shall deem to end on Saturday midnight. All wages to be paid by cheque with no cashing facilities provided on the dock area. Direct deposit shall be used by all employees currently paid in such a manner and all new employees hired after the ratification of this collective agreement.

**2.13** The MEA will provide to the Union on the third week of each month the total hours worked by each employee in the previous month.

### **ARTICLE III – UNION REPRESENTATION**

**3.01** 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.

**3.02** It is agreed that the employees 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 Employers of the date of such meeting. Arrangements for special meetings shall be agreed upon between the parties.

#### **3.03 Union Dues/Check-off**

**a)** It is agreed that as a condition of employment:

- i. All Union members shall have 8% of their weekly gross earnings deducted as Union dues to an annual maximum of 8% of 700 hours at the appropriate basic hourly rate.
- ii. All non-Union employees, in lieu of paying Union dues, shall have 8% of their weekly gross earnings deducted as check-off to an annual maximum of 8% of 700 hours at the appropriate basic hourly rate.
- iii. Said monies in i) and ii) above shall be forwarded to the Union within ten (10) days of the end of the pay period in which the deductions were made.
- iv. It is agreed between the parties that the amount to be deducted as per i) and/or ii) above will, at the Union's request, be amended from time-to-time as determined by the Union.

**b)** Furthermore, it is understood and agreed that the Union will save harmless the MEA and the Employers represented by them, the Maritime Data Center Inc. 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 IV – HOLIDAYS AND BEREAVEMENT**

**a)** 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.

**b)** 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 V - GRIEVANCES AND ARBITRATIONS**

##### **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 employees 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, 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 or her 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 or she shall have the power to declare whether or not the action requested or objected to is included within the existing work practices. He or she 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 employees 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 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 be 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 Employer 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 or other discipline may be resolved by confirming the Employer's action, or by restoring the employee to his or her 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.

**5.03** In view of the orderly arrangements provided by this agreement for the settling of disputes, the Union agrees with the Employers that during the lifetime of this agreement, there shall be no strike, slowdown or stoppage of work either complete or partial and the Employers



agree that there will be no lock-out.

## **ARTICLE VI – HEALTH & SAFETY**

**6.01** 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 MEA and the companies recognize that the health and safety Union Representatives have a major role to play in reaching this objective.

### **6.02 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 employee, 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 and up to five (5) alternate representatives in Canada Labour Code Part II, Basic First Aid and Accident Investigation. The MEA 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 representatives;
- 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.

### **6.03 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.

### **6.04 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.

#### **6.05 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 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.

#### **6.06 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.

#### **6.07 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.

#### **6.08 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.

#### **6.09 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 MEA and to the Union. A copy will be forwarded to Human Resources and Skills Development Canada and Transport Canada, if they so request.

## **6.10 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.

## **6.11 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.

**6.12** It is agreed that MEA will pay Four Hundred and Ten dollars (\$410) annually towards the purchase of an approved safety hat, safety glasses, reflective vest, appropriate weather clothing and safety boots (must be minimum 8-inches in height).

The payment shall be made to each regular employee available to work no later than March 15<sup>th</sup> of each year. Regular employees who are not available for work by March 15<sup>th</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 80 hours of work while in the reserve pool excluding hours paid for training.

## **6.13 Mandatory rest period:**

- i) An employee may not work more than four (4) consecutive work periods for all Employers within the long shore industry;
- ii) Once an employee has worked four (4) consecutive work periods the employee must take (7) hours off work;
- iii) 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 VII – TRAINING SELECTION PROCESS**

### **7.01 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 VIII – OCCUPATIONAL TRAINING**

**8.01** The Employer agrees that occupational training is required in order to insure 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 MEA 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 MEA 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 IX – TERMINATION**

**9.01** This agreement shall come into effect January 1, 2024 and shall remain in force up to and including the 31st day of March, 2028 and shall continue in force from year to year thereafter unless within the period of sixty (60) days prior to the 31st day of March, 2028 or prior to March 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 67 of the Canada Labour Code have been completed.

## **LETTERS OF UNDERSTANDING**

### **1. Article 3.01 / Relationship:**

The parties shall endeavour to meet once every quarter to review staffing needs.

The obligation of the parties is to have sufficient members and non-members who are readily available to meet the requirements of the Employers.

The parties agree as to the necessity of having employees who are interested, trained, able and available to provide regular service to the Employers and to complete all work required.

Regular attendance is a necessity.

The parties agree to discuss an attendance requirement for all employees. Failure to meet the reasonable attendance requirement may result in the removal of Junior List A and B employees and their placement on the Junior C List, which list will be dispatched after Reserve Pool employees.

### **2. Automated dispatch transition:**

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 three (3) representatives of both parties will meet for eight (8) hours up to a minimum of five (5) times over the course of the first twelve (12) months of the term of this Agreement. The goal of this process is to prepare the establishment and implementation of such an automated system. The committee will meet at the request of the MEA. The MEA will pay eight (8) hours to three (3) 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 February 28, 2026, all identified problematic situations that have occurred during the dispatch.

Should no agreement on the substance of such dispatch system and implementation date not be reached by that date, either party may refer the matter to mediation in the normal course, and such mediator, if requested by either party, will issue a mediation report.

### **3. LOU Discipline:**

During collective bargaining in 2024, the parties discussed the perceived uneven imposition of discipline in the workplace. The parties agreed that the general principles of progressive discipline will continue to apply, having regard to individual mitigating circumstances, and that a conscientious effort will be made to ensure that fair and reasonably consistent disciplinary measures are imposed if/when warranted. Such discipline will generally be uniformly applied in relatively similar situations.

### **4. Drug and Alcohol Policy:**

The parties during 2024 collective bargaining discussed various health and safety imperatives, including that associated with use/misuse of drugs and alcohol and related adverse and potentially dire consequences for employees in the workplace.

It is understood and agreed that the Employer's current policies in this regard are reasonable and necessary, and that the Employer may amend these from time to time as may be

necessary and will advise the Union of any such amendments promptly.

The Employer will provide a copy of its Drug and Alcohol Policy to all new hires upon the commencement of new employment and to all employees annually, and may require a signed acknowledgment of having received and reviewed such Policy.

#### **5. Skills Training:**

It is understood and agreed that when the Employer engages in training related to upgrading employee skills, such training will generally be offered on a seniority basis.

#### **6. Productivity Committee:**

The parties agree that there is a mutual interest in the success of the Port of Hamilton (the "Port").

The parties recognize the need to maintain an efficient operation which benefits the Union, the Employers, and the customers of the Port.

In order to ensure and to enhance the productivity of the Port the parties agree to meet quarterly, if necessary, on the invitation of either party to discuss operational efficiencies in the Port.

The parties agree to work collaboratively to bring about any necessary changes subject to the approval of both parties.

#### **7. LOU Re Labour Supply and Flexibility:**

During collective bargaining negotiations, the parties discussed at considerable length the challenges relating to providing the required labour and the need to enhance efficiencies by way of more flexible staffing. In a good faith effort to address these mutual concerns, and regardless of any contrary indication in the Collective Agreement, the parties agree as follows:

1. An Employer has the right to assign checkers, clerks, head checkers and foreman, as it determines necessary for the work to be undertaken, and may reduce the normal complement to be assigned to such work, e.g., 4 or fewer items of cargo to be handled, provided there is a minimum of one (1) foreman and one (1) checker/clerk.
2. When a checker is not required to work due to a longshoremen shortage, the checker may be transferred by an Employer to carry out longshoring work where such need is identified and the checker is capable, provided that a senior checker has the right to bump the last checker dispatched, on the same shift. In such cases the first checker hired/dispatched checker who is physically capable to perform longshoring work shall be assigned that work provided that there is no longer another "later hired checker" available to do the longshoring work. If such later hired checker is available that last hired checker shall do the longshoring work provided they are physically capable.
3. In the event that any checker is not capable of performing longshoring work, this will not jeopardize their entitlement to four (4) hours pay.
4. When an Employer is engaged in a sugar unloading operation requiring ship cranes, if there is a labour shortage on any dispatch for sugar the last position filled by dispatch will be that of scraper and only in such exceptional case the following staffing levels will be maintained;
  - i. 1 ship crane in operation per ship, 2 scrapers;
  - ii. 2 ship cranes in operation per ship, 3 scrapers;
  - iii. 3 ship cranes in operation per ship, 4 scrapers.

Scrapers will be assigned from hatch to hatch by the Employer; as needed.

5. In the event an Employer needs to cancel a labour order, provided such cancellation is communicated to the Union prior to 07:00 for a shift commencing at 08:00 and such Employer will pay four (4) hours at the regular rate of pay to each affected Employee.

6. On a break-bulk operation when the Union is unable to provide ordered labour, an Employer will be permitted to transfer up to one (1) longshoreman working in the hatch to the terminal provided such terminal tasks are related to that vessel's discharge.

#### **8. Rules Governing Hiring, Replacement And Dismissal Procedures:**

The Union agrees that it will not uphold incompetence, insubordination, shirking of work, absenteeism, pilfering or broaching of cargo, consuming intoxicants (including alcohol and drugs) on the job or reporting for work under the influence of same or failure to perform work, as required, under the terms of this Agreement. An employee may be discharged or otherwise dealt with, as the MEA sees fit, for committing any of the above offences or for any other reasonable cause. A claim by an employee that has been disciplined without just cause may be the subject of a grievance. An employee suspended for any of the above infractions shall not be allowed to work for any other Employer on the waterfront while under suspension.

These suspensions will be cumulative from Employer to Employer, by the MEA.

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**APPENDIX II – INTERIM PROVISIONS**

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***Wage Rates:***

Years	Percentage Increase	Amount (\$)
January 1, 2024 to March 31, 2025:	0.0%	\$39.17
April 1, 2025 to March 31, 2026:	7.0%	\$41.91
April 1, 2026 to March 31, 2027:	3.5%	\$43.38
April 1, 2027 to March 31, 2028:	3.5%	\$44.90

\* In lieu of an increase from January 1, 2024 until March 31, 2025 there will be an equivalent lump sum payment of 3.5% to be provided only to active Union members within 60 days of signature of Collective Agreement.

***Pension and Welfare; Dispatch:***

Years	Percentage Increase	Amount (\$)
January 1, 2024 to March 31, 2025:	3.0%	\$10.30
April 1, 2025 to March 31, 2026:	3.0%	\$10.61
April 1, 2026 to March 31, 2027:	3.0%	\$10.93
April 1, 2027 to March 31, 2028:	4.0%	\$11.37

\* Retroactivity from January 1, 2024 until March 31, 2025 will be paid in relation to active Union members hours within 60 days following the signature of the Collective Agreement.



## **PART B – LONGSHORING AGREEMENT**

### **ARTICLE X – RELATIONSHIP**

#### **10.01**

**a)** At the opening of each operating season, or at any other time, should it become necessary, the Employers 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, and at that time shall name persons from amongst the Part B Union members who shall be the foremen and sub-foremen respectively of each gang.

The parties agree to maintain:

55 active Union members available for dispatch

30 active members of a Jr. List available for dispatch

A minimum of 15 active A Pool members available for dispatch

The levels of each group will be maintained at all time. An employee from any group who is inactive for thirty (30) days or more will be replaced from the top of the next group in priority. When the inactive employee effectively returns to work, the affected employees will be returned to their previous position.

The Employers will provide all necessary training to A Pool members.

Once employees are promoted by the Union as per criteria identified in Article 10.13 g), into the Jr. List, or are temporarily replacing a member in the Jr. List, they will have full Union rights, wages and health & welfare benefits. Employees promoted to the Jr. List will also be subject to a probationary period of 500 hours worked before accessing the Union membership. The only difference between the Jr. list and the Union list is the sequence that the members of each group are being dispatched.

At the beginning of each year, prior to February 1st, the minimum number of Junior List members will be revised in accordance with the total hours worked in the previous year. The year of reference will be 2021. For each increase of 1250 hours, we will add one (1) employee to this group. No more than 5 active members available for dispatch will be added to the Jr. List per year.

The gang structure will consist of the 55 most senior active Union members assigned to 7 gangs.

The 55 active members will be dispatched in the same rotation.

**b)** The Employers agrees that they will advise the Union of the expected requirements for terminal labour for normal operation during the season.

**10.02** The Employer agrees that the gearmen employed by them will be selected first from amongst the Part B Union members and must have adequate training as required by Part II of the Canada Labour Code.

#### **10.03**

**a)** It is agreed between the Union and the Employers that every gang foreman, gang sub-foreman and securing foreman named by them shall be a member of the Union.

**b)** It is agreed that the Employers shall have the right to select and appoint foremen who work in the terminal operation, but such foremen shall be chosen from amongst the Union membership.

**c)** Individuals who wish to be eligible to be named as foreman must submit a written request with resume to the Employer and must successfully complete:

- i) an Employer interview
- ii) a foreman training class administered by the Employer

#### **10.04**

**a)** All orders to the employees must be issued through their foreman, walking boss or leadhand who, in turn, shall be subject to orders from the Employer's superintendent or his or her representative. A joint committee will select the leadhands for all Employers.

Leadhand premium as per Article 18.08

**b)** It is agreed that orders to terminal labour shall be given by the terminal foremen except that the terminal superintendent shall have the authority to direct any operation by any employee or employees in the absence of the terminal foremen. However, the terminal foreman concerned shall be contacted immediately and further instructions and orders will be issued by the terminal foreman.

**10.05** Each foreman of a regular gang shall select the normal complement of his gang from amongst Part B Union members and shall at all times be responsible for his gang and have the employees available for work when called.

**10.06** The Employers shall inform the Union according to the provisions of this agreement as to the number of gangs required by them from time-to-time. So that Union members will get preference, the Union shall dispatch the regular gangs according to the requirements of the Employers and such gangs shall be rotated in accordance with their total weekly earnings. The workweek for rotation purposes shall be from Sunday morning to Saturday midnight.

#### **10.07**

**a)** If the normal complement of seven (7) gangs is not sufficient to handle the Port's normal business, then a meeting between the Employers and the Union can be called at any time.

**b)** Although seven (7) gangs are maintained, it is agreed between the parties, that no more than five (5) gangs will be ordered and/or dispatched to work in any work period, subject to Article 10.07 a) above.

**10.08** At any time, when gangs are short of the number of employees required, the foreman of such gangs shall obtain additional employees from the hiring hall. If no Union members are available, then the gang will be brought to full strength with non-Union labour subject to Article 10.13. However, employees will follow their gangs at all times.

**10.09** In the event a foreman is discharged, quits or is not available for work, his or her place will be taken by the sub-foreman, or if neither of them is available then the Employers 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 Article 10.05 and subject to the provisions of Article 10.10.

**10.10** Once an employee has been assigned to a gang, he will not transfer to any other gang, except as may be required for the purpose of forming additional gangs as per Article 10.07, without the consent of his foreman and will not be removed from the gang without just cause and after a hearing of complaints by the Employers and the Union.

#### **10.11**

**a)** Employees who are formed into regular gangs will, at all times, report for work when their gangs are called out. If any employee is unable to report for work due to illness or any other cause, he or she will be required to inform his or her foreman in sufficient time so that a replacement may be informed to report for work. All gang members will report to their foreman at the hiring hall not later than ten (10) minutes prior to hiring time.

**b)** Any employee who is consistently absent from his gang without just cause may be removed from his gang and placed on the spare list, after due consultation between the Union and the Employers.

**10.12** It is understood that within a Company, gangs may be shifted from hatch to hatch at any time on the same ship.

### **10.13**

**a)** The dispatching of labour shall be done by the Union 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, and will provide dispatch information to the Employers as requested.

- i) The dispatch for the shifts starting at 06h00 and 07h00 must be done the day prior and such after the dispatch of the night shift.
- 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 morning shift (number of employees available, number of gangs available, 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.

**b)** It is recognized that the responsibility for recruiting and the selection and hiring of new employees rests with the Employers. However, the Employers agrees that in so doing, they shall consider only those candidates referred by the Union provided that in so doing, they can meet any and all relevant legal requirements/obligations and further provided the Union refers sufficient qualified candidates.

**c)** The MEA shall maintain a program of safety orientation for new employees. This program will be monitored by the MEA with the participation of a Union Trainer. This program will meet the requirements and standards of the longshoring industry. The orientation shall be conducted before new employees are dispatched through the Bullpen.

**d)** This program will be reviewed with the Safety Committees from time to time.

**e)** This program shall continue to provide written material to be distributed through the Union dispatch hall to any individual who wishes to become eligible to be dispatched as casual labour.

**f)** It is understood that any such individual will be provided with a copy of the program material and will be required to subsequently sign an acknowledgement of receiving, reading and understanding same. Such written acknowledgement shall be a prerequisite to the individual being eligible to be dispatched as a casual employee.

**g)** It is agreed that anyone hired by the Employers in accordance with Article 10.13 b) above shall be deemed to be in the "bullpen" of the "reserve labor pool" until such time as they are elevated to a specific Reserve Pool. It is agreed that prior to a "bullpen" employee being elevated to a specific Reserve Pool the Union will be consulted. Some of the criteria used for evaluating bullpen employees include work ethic, attendance, availability for work and the ability to be trained on equipment.

**h)** It is agreed that only those individuals who were members of the Union as of July 29, 1988 or who are hired by the Employers in accordance with Article 10.13 b) above shall be entitled to be dispatched for work by the Union from the hiring hall.

**i)** In the event that the labour needs for a work period cannot be filled through the application of Article 10.13 h) above, the Union may dispatch other individuals provided the Employer has been contacted and authorized it, Article 10.13(f) above has been met, and each has signed the following waiver form:

**WAIVER FORM**  
**(Please print clearly)**

**Name :** \_\_\_\_\_ **Work # :** \_\_\_\_\_

Surname          Given          Initial

**Address:** \_\_\_\_\_ **S.I.N.:** \_\_\_\_\_

**D.O.B.:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_

I hereby acknowledge that in the event I am at any time dispatched by I.L.A. Local 1654 to work for the Employers represented by the Maritime Employers Association, and all other Employers that are supplied labour by I.L.A. Local 1654, my status as an employee shall exist only for the duration of each individual work assignment.

I further acknowledge that at any time I am dispatched by I.L.A. Local 1654 to work for the Employers represented by the Maritime Employers Association and all other Employers that are supplied labour by I.L.A. Local 1654, it is my responsibility to wear **SAFETY BOOTS, SAFETY VEST AND A HARD HAT**, AT MY OWN EXPENSE.

I further acknowledge that any such assignment(s) shall not in any way constitute a basis of entitlement to any priority whatsoever of assignment to work nor an attachment to or obligation on the part of I.L.A. Local 1654, the Maritime Employers Association, Employers represented by the Maritime Employers Association, and all other Employers that are supplied labour by I.L.A. Local 1654, with respect to my present or future rights and/or status.

I hereby release I.L.A. Local 1654, the Maritime Employers Association, Employers represented by the Maritime Employers Association, and all other Employers that are supplied labour by I.L.A. Local 1654, from any future obligation with respect to my employment and/or Union membership status.

Signed:

Date:

Witness:  
(I.L.A. Local 1654)

c.c.: Labour Rel. Dept., Maritime Employers Association

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**j)** In dispatching labour, the Union shall, subject to the skills required by the Employers, give first priority to Part B Union members, second priority to Jr. List A and B members, third priority to Part C Union Members, fourth priority to Reserve Pool, fifth priority to the Jr. C List, sixth priority Bullpen employees, and thereafter, shall follow Article 10.13 i) above. However, a maximum of two retired employees can be dispatched after the Part C Union.

**k)** The existence and monitoring of the Reserve Labour Pools shall be the responsibility of the MEA. During the off season the MEA will meet with one (1) Union representative to discuss the appropriate number of employees in the Reserve Pools. Employees temporarily replacing Jr. List employees will generally need to have maintained availability for work of at least 85% of their pool over a reasonable period of time.

**l)** The Employers shall pay to the Union, by the 10th of each month, one twelfth of an annual sum towards the costs of operating the hiring hall as outlined below.

Base \$95,303.81

Date	Percentage increase	Amount
January 1, 2024	3.00%	
April 1, 2025	3.00%	\$101,107.81
April 1, 2026	3.00%	\$104,141.04
April 1, 2027	4.00%	\$108,306.68

**10.14** 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.

**10.15** The Employers agree that walking bosses employed by them will be selected from amongst Part B Union members and the parties agree that their terms and conditions of employment are not covered by this agreement.

**10.16** 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.

## **ARTICLE XI - GANG SIZE AND MANNING**

### **11.01**

#### **a)**

i.	Break-bulk cargo	1 F/M & 10
ii.	Bagged cargo	1 F/M & 10
iii.	Non-palletized\non-unitized refrigerated cargo	1 F/M & 10
iv.	Palletized\unitized\pre-slung cargo	1 F/M & 10
v.	Steel, wire rod bdls (ship's gear)	1 F/M & 12
vi.	Steel, wire rod bdls (shore crane)	1 F/M & 11
vii.	Coils under 5 tons	1 F/M & 11
viii.	Coils over 5 tons (ship's gear)	1 F/M & 11
ix.	Tinplate (ship's gear)	1 F/M & 12
x.	Coils over 5 tons, Ingot moulds (shore crane)	1 F/M & 10
xi.	Automobiles	1 F/M & 10
xii.	Loose pipe and/or tubing and/or axles	1 F/M & 12
xiii.	Newspaper	1 F/M & 10
xiv.	Containers - shore crane	1 F/M & 7
	- ship's gear	1 F/M & 9
xv.	RoRo operations: (barge or ship)	
xvi.	(no securing)	1 F/M & 4
xvii.	(securing required)	1 F/M & 6
xvi)*	Barge operations: 1 F/M and 4 plus 1 signalman plus 1 lift-truck operator when the employer deems necessary	

\* Barges with hatches are considered as vessels and are covered under Articles 11.01 (i) to xv)

**b)** General cargo gang as per Articles 11.01 i), ii), iii), iv), xi) and xiii) above, to be not less than a foreman and ten (10) employees and to include at least three (3) employees qualified for deck work (i.e. ship's crane/winch and hatch-tending) and four (4) lift-truck operators; an Employer may deploy general cargo gang(s) as it deems necessary within the gang's operations except that during the actual loading/unloading of cargo, there shall be not less than four (4) Employees in the hold and three (3) on deck with ship's gear or two (2) on deck with a shore crane.

**c)** An Employer is entitled to employ additional labour and to deploy them as the Employer deems necessary; the additional labour may be split and/or shifted between gangs.

**d)** There shall be an additional employee in the case of a steel discharge or loading operation wherein chains are used to sling the load.

e) It is agreed that container gangs as per Article 11.01 a) xiv) above, may be transferred within a Company, from ship to ship, for the handling of containers only.

**11.02** Securing gangs will be ordered as required by the Employers with one (1) and six (6) employees per hatch. It is understood that gangs cannot be split but can be moved from hatch to hatch.

**11.03** After the 10th day of November in each year when all gangs are fully employed, gangs may be interchanged between Employers during a working period. However, each Employer must guarantee the minimum payments referred to in Article 13.05 a).

**11.04** When it appears necessary to the Employer, two (2) employees shall assist crane operators in the handling of cargo.

**11.05** When a hatch tender cannot be seen, an extra employee shall be employed at the discretion of the Employer to give signals.

**11.06** When working in deep tanks, an additional employee may be employed to give signals or in order to steady the slingload if deemed necessary by the Employer.

**11.07** Excavator rental used on a casual basis will be allowed. Training will only be provided if the work becomes regular or the equipment is Company owned. As per past practice, shadowing shall continue, and manning will not be reduced when an excavator is rented.

## **ARTICLE XII - HOURS OF SERVICE AND WAGE RATES**

**12.01** 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

**12.02** It is agreed that all break bulk operations will normally terminate at 22h00 but that, at the Employer's request, work shall continue to as late as 24h00 when the Employer considers it to be necessary to complete the loading or unloading of a vessel, no later than 24h00. Subject to Article 13.01 b).

**12.03** As per Article 12.02 above, all work will cease at midnight except during the period of December 15 through December 31. When because of weather conditions it may be necessary to work vessels day and night to clear them from the Lakes. At which time a 24h00 to 04h00 shift may be called at the rate of double time, with the gang ordered having at least a 2 hour meal break previous to 24h00. With a 1 hour workthrough (04h00 to 05h00) at double the prevailing rate except in the case of Article 13.01 b) when the gang continues to work past midnight into the 24h00 to 04h00 shift the prevailing rate will apply, or 04h00 to 08h00 shift may be called at the rate of quadruple time, with the gang ordered having at least a 4 hour meal break previous to 04h00, with a 1 hour workthrough from 08h00 to 09h00 at double the prevailing rate. Any shift for 24h00 to 04h00 or 04h00 to 08h00 must be ordered at 16h00 the previous day.

**12.04** During the term of this agreement, the Employers and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in the attached schedules which are hereby made a part of this agreement.

### **12.05 Meal Hours**

Meal hours shall be as follows:

from 04h00 to 08h00  
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 of any meal hour shall be one (1) hour except as provided for in Article 12.02 when the maximum work-through period shall be two (2) hours.

## **12.06**

**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 attached 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. 0°C or less) shall be as shown in the attached wage schedule.

**c)** When gangs have been working obnoxious cargo or cleaning or sweeping of holds which contained such cargo, as per Article 12.06 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 advanced wash-up period to finish cargo, they will be paid one (1) more hour at the prevailing workthrough rate.

## **12.07**

**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.

**b)** 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.

**c)** It is agreed that employees who are working in conjunction with longshore gangs which are being paid a premium for handling hazardous cargo, or distress cargoes as per Article 12.07 a) and b) respectively, are to receive the same premium.

**12.08** When employees or gangs have worked past the hour, they shall be paid for the hour.

## **12.09**

**a)** Each Employer shall pay each employee employed by it, as vacation benefits, 10.5% of the employee's gross annual earnings from that Employer, and the Employers undertake to make every reasonable effort to pay these vacation benefits not later than October 15 or as per the provisions of Article 12.09 b) below.

**b)** In the case of employees who are members of the Union or the reserve labour pool:

- i) Any employee who does not want his/her vacation pay issued in a lump sum payment on the date determined by the Employers must so advise the Maritime Data Center Inc. ("**M.D.C. Inc.**") on or before October 1st of each year.
- ii) Such employee may request that his/her vacation pay be issued, in whole or in part, during a week(s) of the employee's choosing after the available date set by the Employers provided that the employee gives the M.D.C. Inc. at least twenty-four (24) hours advance notice for each such request.
- iii) The weekly pay records shall be amended to include the reporting of vacation pay entitlement accumulated on a weekly basis during the twelve (12) month qualifying period and the appropriate permissible deductions (e.g. income tax, C.P.P.) shall be made weekly.

## **12.10**

- a)** Each of the Employers shall pay to the trustees of I.L.A. Locals 1842 and 1654 Health and Welfare Fund, a sum as outlined within Appendix II of Part A below per employee\hour worked by their respective employees in the bargaining unit.
- b)** The monthly remittance of the Employer's contributions to the trustees of the Health & Welfare Fund shall be made by the tenth (10th) day of the following month or the first (1st) working day following the tenth (10th) day, should it be on a weekend or holiday.
- c)** Said trustees shall use the money thus paid to them for the purposes set forth in the Memorandum of Agreement dated October 1, 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 employee/hour.
- d)** It is understood that all contributions made by the Employers, in accordance with Article 12.10 a) above, shall be for the exclusive benefit of Union members, and the Union agrees to save the Employers, the Maritime Employers Association and the Maritime Data Center Inc., harmless from any claim which may arise with respect to such contributions made for hours worked by non-Union individuals.

## **12.11**

- 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 15th to September 15th (inclusive) 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 inclusive, employees 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.

**12.12** 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.

## **12.13**

- a)** Foremen shall be paid three dollars (\$3.00) per hour in excess of the established wage scale rates for longshoremen, except that:
- b)** Foremen, working in the terminal operation, shall be paid three dollars (\$3.00) per hour in excess of the established wage scale rates for terminal work.

## **ARTICLE XIII - CALL HOURS**

### **13.01**

- a)** Call hours shall be 08h00, 13h00, and 18h00. Orders for the above call hours shall be placed with the Union office not later than 16h00 the day before the 08h00 call; 11h00 for the 13h00 call; and 16h00 for the 18h00 call. All orders when placed shall not be subject to cancellations, except as provided for in Article 13.05.
- b)** When attempting to complete a vessel, the Employer shall continue to be able to work through as outlined in Article 12.05 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.

**13.02** 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.

**13.03** The Union office will be opened from 10h00 to 11h00 on holidays for the purpose of receiving orders.

**13.04** The hiring times shall be as follows:

07h30 for 08h00 – 12h00	work period and/or 08h00 – 16h00 (bulk work period)
12h40 for 13h00 – 17h00	work period and/or 16h00 – 24h00 (bulk work period)
17h40 for 18h00 - 22h00	work period and/or 00h00 - 08h00 (bulk work period)

**13.05**

**a)** In 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 - Logistec - 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 or her to work due to weather conditions, he or she shall be paid as follows:

**FOUR (4) HOUR WORK PERIOD:**

- i) If cancelled before the respective hiring time, as per Article 13.04 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 hour or part thereof and then cancelled, three (3) hours pay at the prevailing rate.
- iii) If required to stand by past the first 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 13.04 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 hour or part thereof and then cancelled, five (5) hours pay at the prevailing rate.
- vi) If required to stand-by during the second hour or part thereof and then cancelled, six (6) hours pay at the prevailing rate.
- vii) If required to stand-by during the third hour or part thereof and then cancelled, seven (7) hours pay at the prevailing rate.
- viii) If required to stand by during the fourth 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)** Employees called for terminal work day or night shall receive payment for the full working period and every effort shall be made to provide eight (8) hours work during the day.

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

e) All employees working in the terminals in conjunction with the longshore gangs which are dismissed due to weather conditions will be requested to stand by. The Union further agrees that they will make available additional operators from the gangs laid off if so requested by an Employer. Such operators shall only be paid from the time they start to work.

f) The Employers will make available protective clothing for the handling of obnoxious cargoes, as specified in Article 12.06 a).

**13.06** 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 Article 13.05.

## **ARTICLE XIV - GENERAL**

### **14.01 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 Employers 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.

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

**14.03** It is agreed that in the event during the term of this Collective Agreement the federal government changes the regulations governing employment insurance to the extent that longshoring employees in the Port of Hamilton lose their benefit entitlement, the parties will meet to review the impact of such change within the context of the existing labour force structures and hiring system.

### **14.04 Slingload Limits**

The slingload limit on manhandled cargo shall be 3,000 lbs.

### **14.05**

a) Large containers, twenty (20) feet in length or over, single heavy lifts of twenty (20) tons or more, single cube lifts of twenty (20) cubic meters or more, excluding steel, may be loaded or unloaded direct 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 an Employer from using trucks or floats for the movement of cargo between the ship and a designated place of rest within the port.

c) The parties agree to meet at the request of either one to discuss the application of Article 14.05 a) above, to any other item not covered therein.

## **ARTICLE XV - BULK SOYBEAN MEAL AGREEMENT**

**15.01** On each shift worked hereunder, there shall be a guarantee of eight (8) hours, subject to the provisions of Article 13.05.

### **Hours of work**

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

- a) For the purpose of completing a vessel, at the Employer's request, it is agreed that the final eight (8) hour work shift shall be extended a maximum of two (2) hours.
- b) The rate of pay for the above extended hour(s) shall be double the hourly rate of pay of the eight (8) hour work shift that is being extended.
- c) As per Article 12.08, employees working past the hour shall be paid for the hour.

#### **Call hours**

At 16h00 for 00h00 and 08h00 calls, at 11h00 for the 16h00 call. All Public Holiday calls to be made as per the provisions of Article 13.02.

#### **Gang sizes**

Six (6) employees 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**

16h00/08h00: one dollar (\$1.00) shift premium.

#### **Overtime premium - Saturday & Sunday**

00h00/24h00: time and one-half plus one dollar (\$1.00) shift premium between 00h00/08h00 and 16h00/24h00.

#### **Overtime premium – Holidays**

00h00/24h00: double time, plus one dollar (\$1.00) shift premium between 00h00/08h00 and 16h00/24h00.

**15.02** At Richardson International, Parrish and Heimbecker, G3 or any new grain company, manning required is one (1) Leadhand and two (2) Deckhands plus any other work required in conjunction with loading/unloading of ship's operation will be done by trained employees.

### **ARTICLE XVI -BULK**

**16.01** On each shift worked hereunder, there shall be a guarantee of eight (8) hours, subject to the provisions of Article 13.05.

#### **Hours of work**

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

- a) For the purpose of completing a vessel, at the Employer's request, it is agreed that the final eight (8) hour work shift shall be extended a maximum of two (2) hours.
- b) The rate of pay for the above extended hour(s) shall be double the hourly rate of pay of the eight (8) hour work shift that is being extended.
- c) As per Article 12.08, employees working past the hour shall be paid for the hour.

#### **Call hours**

At 16h00 for 00h00 and 08h00 calls, at 11h00 for the 16h00 call. All Public Holiday calls to be made as per the provisions of Article 13.02.

**Gang sizes {Minimum} including fertilizer:**

1 signalman	per crane
1 deckhand	per crane
3 dockmen	per crane
1 utility man	per crane

Scrapers are to be hired when and as required by the Employers.

It is agreed that utility employees will not be required when a conveyor and/or hopper is not being utilized. i.e. discharging the material directly from the ship to the dock (stockpiling the material on the dock).

**Gang sizes - Trimming gangs**

1 Foreman & 6 Trimmers per hold (Gang may be increased as required)

**Gang sizes - BULK SUGAR {Minimum}:**

1 signalman	per crane
1 deckhand	per crane
2 scrapers	per crane
3 dockmen	per crane
1 utility man	per crane

It is agreed that utility employees will not be required when a conveyor and/or hopper is not being utilized. i.e. discharging the material directly from the ship to the dock (stockpiling the material on the dock).

**Gang sizes - Trimming gangs**

1 Foreman & 6 Trimmers per hold (Gang may be increased as required)

**Obnoxious cargo premium**

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**

16h00/08h00: one dollar (\$1.00) shift premium.

**Overtime premium - Saturday & Sunday**

00h00/24h00: time and one-half plus one dollar (\$1.00) shift premium between 00h00/08h00 and 16h00/24h00.

**Overtime premium – Holidays**

00h00/24h00: double time, plus one dollar (\$1.00) shift premium between 00h00/08h00 and 16h00/24h00.

- d) Minimum manning for Companies other than Logistec
- All manning levels are minimum
  - All work done in conjunction with this Article will be done by ILA personnel
  - The following manning is for discharging the material directly from the ship to the dock (stockpiling material on the dock)

**Ship's Gear {Discharge/Loading}**

- 1 Crane Operator
- 1 Signalman
- 1 Deckhand
- 1 Walking Boss (per barge or vessel,)
- 1 Gearman (per barge or vessel, flexible for more than 1 ship)

+ 1 crane operator for continuous operation Note: Manning in above is per crane.

### **Shore Crane {Discharge/Loading}**

Crane rental used on a casual basis will be allowed, any permanent piece of equipment or regularly used cranes I.L.A. personnel will be trained

- 1 Signalman
- 1 Deckhand
- 1 Walking Boss (per barge or vessel)
- 1 Gearman (per barge or vessel, flexible for more than 1 ship) Note: Manning in above is per crane.

### **Self Unloader Manning**

- 1 Utility employee

### **Conveyor Loading (Continuous Operation)**

- 1 Leadhand (paid at foreman's rate) 2 Deckhands

Note: Manning in above is per conveyor loading into ship / vessel

For any other piece of equipment required, for every 2 operators there shall be 1 extra employee hired for relief to man a continuous operation.

## **ARTICLE XVII - BULK AGREEMENT – LOGISTEC**

### **17.01**

**a)** It is understood by the parties that this Article will apply only while Logistec is loading/discharging vessel(s) at their own pier(s).

Article 15 and/or Article 16, whichever is applicable, will apply for all other bulk operations undertaken by Logistec.

**b)** On each shift worked hereunder, there shall be:

- i) in the case of Option A below, a guarantee of eight (8) hours subject to the provisions of Article 13.05.  
(Note: 00h00 - 08h00 work period is at all times an eight (8) hour guaranteed call), and;
- ii) in the case of Option B below, a guarantee of four (4) hours subject to the provisions of Article 13.05.

### **Hours of work**

Option A: Three (3), eight (8) hour shifts 00h00/08h00, 08h00/16h00, 16h00/24h00

- a) For the purpose of completing a vessel, at the Employer's request, it is agreed that the final eight (8) hour work shift shall be extended a maximum of two (2) hours.
- b) The rate of pay for the above extended hour(s) shall be double the hourly rate of pay of the eight (8) hour work shift that is being extended.
- c) As per Article 12.08, employees working past the hour shall be paid for the hour.

Option B: Port Hours - 08h00/12h00, 13h00/17h00, 18h00/22h00.

Meal hours and meal hour workthroughs as per the provisions of Article 12.05.

Note: It is understood that once one option is chosen for a vessel, the other option will not be used.

### **Call hours**

In Option A, call hours will be at 16h00 for 00h00 and 08h00 calls and at 11h00 for the 16h00 call. All Public Holiday calls to be made as per the provisions of Article 13.02.

In Option B, call hours will be at 16h00 for 18h00 and 08h00 calls and at 11h00 for the 13h00 call. All Public Holiday calls to be made as per the provisions of Article 13.02.

### **Gang Sizes {Minimum}:**

1 signalman per crane  
1 deckhand per crane

### **Trimming Gang**

1 Foreman & 6 Trimmers per hold (Gang may be increased as required)

### **Gang Sizes-BULK SUGAR {Minimum}:**

1 signalman per crane  
1 deckhand per crane  
2 scrapers per crane

### **Gang Sizes - Trimming Gang**

1 Foreman & 6 Trimmers per hold (Gang may be increased as required)

### **Obnoxious Cargo Premium:**

Article 12.06 a) is not applicable to work covered by this Article as the obnoxious cargo premium is encompassed in the hourly rate of pay as reflected in the Schedule of Wages pertaining to this Article.

### **Overtime Premium**

As per attached Schedules of Wages.

## **ARTICLE XVIII - GRAIN**

### **18.01 GENERAL:**

It is understood by the parties that this Article will apply only when Richardson International, Parrish and Heimbecker, G3, any new grain company or any company working on behalf of a grain company are loading or unloading grain to vessels at their own piers.

### **18.02 HOURS OF WORK:**

Option A

- i) a) hours of work shall consist of three (3) regular shifts of eight (8) hours each being: day shift 08h00/16h00; afternoon shift 16h00/24h00; night shift 00h00/08h00.  
b) Guarantee to be as per Article 13.05.
- ii) a) At the company's request, a regular shift of eight (8) hours may be extended by up to two (2) hours.  
b) The rate of pay for the above extended hour(s) shall be double the hourly rate of pay of the eight (8) hour regular shift that is being extended  
c) As per Article 12.08, employees working past the hour shall be paid for the hour.
- iii) The company may extend work period of the vessel crew or the truck tender or both per ii) above

Option B

Port Hours - 08h00/12h00, 13h00/17h00, 18h00/22h00.

A guarantee of four (4) hours subject to the provisions of Article 13.05 will apply. Meal hours and meal hour workthroughs as per the provisions of Article 12.05.

Note: It is understood that once one option is chosen for a vessel, the other option will not be used.

**18.03 CALL HOURS:**

Option A

At 16h00 the previous day for the 00h00/08h00 and 08h00/16h00 shifts and 11h00 for the 16h00/24h00 shift. Public Holiday calls to be made per Article 13.02.

Option B

At 16h00 for 18h00 and 08h00 calls and at 11h00 for the 13h00 call. All public holiday calls to be made as per the provisions of Article 13.02.

If a grain vessel fails inspection a labour order may be placed immediately for the next available shift.

**18.04 LABOUR REQUIREMENTS:**

- i) Basic loading a vessel with one (1) spout, three (3) employees will be called to work on the vessel including a working leader who will organize and direct the work of all employees involved in loading the vessel including any employees involved in the discharging of trucks being loaded to the vessel.

The working leader will schedule the rest breaks/meal breaks of all employees on a rotational basis including the employee discharging trucks to ensure the continuous operation of the necessary functions.

The working leader for each shift shall be dispatched by the Union from a list of employees developed and agreed to by the parties and changed by agreement from time-to-time.

At no time will there be less than two (2) employees on the deck during operations, at least one of whom will have deckhand practical training. Training is available for interested employees.

- ii) One employee to discharge trucks when trucks are being discharged on site and being loaded directly to a vessel.
- iii) Additional labour to be called as required by the company to assist on the vessel during loading.
- iv) Self unloader manning will be one (1) Working leader.

**18.05 SHIFT PREMIUMS:**

Shift premiums to be one dollar (\$1.00) per hour worked between the hours of 16h00 and 08h00. The shift premium will be applied after calculation of any overtime rates. The shift premium does not apply to the extension of the 08h00/16h00 shift in Option A nor does it apply to any shifts in Option B.

**18.06 OVERTIME PREMIUMS:**

- i. Monday to Friday: one dollar (\$1.00) shift premium between 00h00/08h00 and 16h00/24h00.
- ii. Saturday and Sunday 00h00/24h00: time and one half plus one dollar (\$1.00) shift premium between 00h00/08h00 and 16h00/24h00.

- iii. Holidays: 00h00/24h00: double time plus one dollar (\$1.00) shift premium between 00h00/08h00 and 16h00/24h00.
- iv. It is understood the shift premiums only apply in the case of Option A. There is no shift premium if Option B is used.

**18.07 BASIC RATE OF PAY:** -As per Master Agreement.

**18.08 WORKING LEADER PREMIUM:**

The working leader identified in Article 18.04 i) shall be paid \$1.25 per hour worked in addition to the basic rate of pay and shift premiums and overtime premiums for directing the work of other employees and for scheduling the rotating rest breaks/meals breaks of the employees.

**18.09 BREAKS:**

Meal breaks shall be for a duration of thirty (30) minutes. Meal breaks shall be taken on a rotational basis and all breaks shall be between the third and fifth hour of a shift to ensure the continuous performance of the work being done for the entire shift. The organization of the rotation shall be done by the working leader identified in Article 18.04 i) and again in Article 18.08.

Rest breaks shall be allowed twice per regular shift and shall be taken on a rotational basis to ensure continuous performance of the work being done for the entire shift.

**18.10 OBNOXIOUS CARGO PREMIUM: N/A**

**18.11 SHIFTING OF VESSELS:**

It is understood that management may shift vessels within any work period without being required to hire a new gang.

## **ARTICLE XIX - TERMINAL AGREEMENT**

**19.01**

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

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

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

- i) 07h00 to 16h00
- ii) Article 12.05 will apply, however; the meal hours shall be 11h00 to 12h00 and 16h00 to 17h00
- iii) Article 12.12 will apply, however; the normal times shall be 09h00 to 09h10 and 14h00 to 14h10

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

- i) Article 12.01 will apply
- ii) Article 12.05 will apply
- iii) Article 12.12 will apply

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

- i) 08h00 to 17h00;
- ii) Article 12.05 will apply, however; the meal hour shall be 12h00 to 13h00;
- iii) Article 12.12 will apply, however, the normal times shall be 10h00 to 10h10 and 15h00 to 15h10;
- iv) Other work opportunities or operational priorities may take precedence over the 8 hours' commitment on behalf of any employee.



**19.02** 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 Article 13.01 and 13.02.

**19.03** The Employer is free to determine how many employees are hired and the function they will perform for each shift provided:

- i. For every two (2) operators hired there will be one (1) handler (rounded up) hired.
- ii. The maximum number of handlers - only qualified employees shall be three (3).
- iii. The minimum order for any shift, when open, is three (3) employees where two (2) employees will be lift truck or front end loader qualified. Article 19.06 can still be applied independently. When the order is a minimum of three (3) employees and combined forklift and front end loader, it will be a guaranteed eight (8) hour call.
- iv. In the case of shift "A" the maximum number of employees will be four (4).

As per Article 8, the Employer will ensure a sufficient number of employees are trained to satisfy the labour requirements.

**19.04** When an Employer is using a mobile crane to load or unload cargo in the terminals, employees shall be used to signal and assist the operation if deemed necessary by the Employer.

**19.05** It is understood and agreed that Article 19.08 does not apply in the terminal. i.e. each employee will: operate a lift truck except the minimum number of handlers in Article 19.03, block, clean, cooper, secure, signal, unload or load railcars or otherwise work as directed during any given shift. The collective agreement covers sweeping, by hand or by machine, related to work within the ILA Local 1654 jurisdiction (areas of work including sheds). The Union will operate Company owned or rented sweepers. Gathering and disposing of wood will be done by the Union. It is understood that disposing of wood should be done by any employee working on the terminal.

#### **19.06 Bulk Terminal Agreement**

Hours of work: As per Article 19 Minimum manning:

1 loader operator (non flexible)

1 handler

Note: All orders to the employees must be issued as per Article 10.04.

Notwithstanding anything contained in Articles 12.01, 12.02 or 12.03 above, it is agreed that at an Employer's request, terminal employees will work on a night shift from 23h00 to 07h00. The rate of pay for such night shift will be at the rate of time and one half of the employee's basic terminal hourly rate. The employees shall have a thirty (30) minute paid meal hour during the night shift. The ordering time and hiring time for such night shift shall be 16h00 and 17h40 respectively.

**19.07** Terminal work during shift "B" may be extended for thirty (30) minutes during the 12h00 to 13h00 meal hour. Article 12.04 and 12.08 would apply.

**19.08** During the performance of his or her regular duties as a lift-truck operator, an employee will not be required to act as a freight handler. During the performance of his or her duties as a handler, an employee will not be required to operate a lift-truck. Note: except as outlined in Article 19.05.

**19.09** A terminal employee who has been instructed by an Employer to report at one terminal shall be required at the Employer's request, either before starting work or during the work period, to report to a different terminal within that Employer's operation.

**19.10** Lift-trucks and tow-motors may be employed to their full capacity as indicated on each machine's data plate and shall not exceed each machine's registered lifting capacity provided, however, that loads are not to exceed the height of the mast. Equipment must be maintained in

good safety order and all efforts will be made to complete repairs as soon as possible.

**19.11 Bulk Terminal Additional Shift**

Hours of work will be as follows:

- a) 8 hours guarantee;
- b) 06h00-14h00;
- c) 30 minute paid lunch break (between 10h00-10h30). Lunch hour work through rates as per Article 12.05 with a maximum workthrough period of 30 minutes;
- d) Two 10 minutes' coffee breaks;
- e) After 8 hours; time and one half the prevailing rate with a guarantee of 4 hours (14h00-18h00 or part thereof). After 18h00 double the prevailing rate;
- f) The 14h00-18h00 shift will include a 30 minute paid meal break (between 14h30-15h00).

## **PART C – CHECKING AGREEMENT**

### **ARTICLE XX – RELATIONSHIP**

**20.01** The Employers recognize the Joint Dispatching System.

**20.02** It is agreed that the Employers will inform the Union office according to the provisions of this agreement, the number of employees 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 employee hired by the Employers must be instructed to report to the Union hall, which will dispatch the employees 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.

**20.03** 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.

**20.04** 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 first be chosen from Part C Union members, once this list has been exhausted then proceeding to the Part B Union Members.

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

**20.06** 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.

**20.07** In dispatching labour, the Union shall, subject to the skills required by the Employers, give first priority to Part C Union members, second priority to Part B Union Members, third priority to Reserve Pool employees, fourth priority to retired Union employees. However, a maximum of two retired employees can be dispatched after the Part B Union.

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

**20.09** 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 XXI – VACATIONS**

**21.01** 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 XXII- WAGES AND OVERTIME**

**22.01** 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 Part A which is hereby made a part of this Agreement.

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

**22.03** The Terminal office clerk shall receive a premium of two dollars (\$2.00) per hour over their regular hourly rate.

**22.04** The Head Checkers shall be appointed under the provisions of Article 25.02 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.

**22.05** 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.

**22.06** Employees checking cargoes for which those employees handling same receive a premium under Part B of this Agreement, shall receive the same premium.

## **ARTICLE XXIII – CALL HOURS**

**23.01** 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 23.05.

**23.02** 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.

**23.03** 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.

**23.04** 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 Article 23.03 herein.

**23.05** 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 - Logistec - 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 or her to work due to weather conditions, he or she shall be paid as follows:

**FOUR (4) HOUR WORK PERIOD:**

- i) If cancelled before the respective hiring time, as per Article 23.01 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 23.01 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 23.05 (a) and 23.05(b) do not apply. The Head Checker will be paid the full shift. He or she will be available to complete any task assigned by the Employer provided he or she 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 or her with work; he or she shall receive the full working period for the call and, at the Employer's request, shall stand-by for that work period.

**23.06** When attempting to complete a vessel the Employer shall continue to be able to work through as outlined in Article 24.04 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.

**ARTICLE XXIV – HOURS OF WORK**

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

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

**24.02** 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.

**24.03** 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.

**24.04** 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 Article 24.02 when the maximum work through period shall be two hours.

**24.05** Notwithstanding anything contained in Articles 24.01, 24.02, or 24.03 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 or her meal hour in exchange of thirty (30) minutes paid at the rate of time and one half of the employee's basic hourly rate.

**24.06** Terminal work during shift "B" may be extended for thirty (30) minutes during the 12h00 to 13h00 meal hour. Article 22.01 will apply.

**24.07** 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 XXV – GENERAL**

**25.01 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.

**25.02 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 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.

**25.03** It is agreed that in the event Management intend 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 Part C Union members 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.

- 25.04**
- 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 25.04 (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.

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

**ARTICLE XXVI - HEALTH AND WELFARE FUND**

**26.01** Each of the Employers shall pay to the trustees of I.L.A. Locals 1842 and 1654 Health and Welfare Fund, a sum as outlined within Appendix II of Part A per employee\hour worked by their respective employees in the bargaining unit.

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

Base	\$8,404.01
Date	Amount
April 1, 2025	\$8,915.81
April 1, 2026	\$9,183.28
April 1, 2027	\$9,550.61

**26.03** It is agreed Management will provide employees with safety, forklift and signal training so they are eligible for hire through Part B.

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

**ARTICLE XXVII – TERMINAL AGREEMENT**

- 27.01**
- 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 27.05.

**c)** Shift “B” will be:

- i) Article 24.01 will apply
- ii) Article 24.04 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;

**27.02** 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 Articles 23.01 and 23.02.
- c)** In the case of Shift “C”, the call hours will follow Articles 23.01 and 23.02.
- d)** In the case of Shift “D”, the call hours will follow Articles 23.01 and 23.02.

**27.03** 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.

**27.04** 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).

**27.05** 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.



## **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**

Training and Staffing Levels:

The number of Union members trained as checkers will be maintained at all times at a minimum of eleven active members available for dispatch for the duration of the Collective Agreement.

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

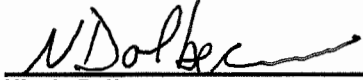
\*Clarity note: it is understood that the current level of Union members (85 Union longshoremen and 11 Union checkers) will be maintained for the duration of the Collective Agreement.

### **Letter of Intent #1: 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.

Signed this May day of 29, 2025.

MARITIME EMPLOYERS  
ASSOCIATION

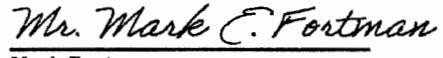
  
Nicola Dolbec

  
Jean-Sébastien Barale

  
Santina Lipa

INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION, Local 1654

  
Richard Smith

  
Mark Fortman

  
Brian St-Pierre



Order No.: 12085-U

Supersedes: 5893-U; 11919-U

**IN THE MATTER OF THE**

*Canada Labour Code*

- and -

International Longshoremen's Association, Local 1654,

applicant,

- and -

Maritime Employers Association,  
Hamilton, Ontario,

employer.

**WHEREAS** the Canada Labour Relations Board, by order no. 5893-U dated September 25, 1991, certified the International Longshoremen's Association, Local 1654 (Local 1654) as the bargaining agent for a unit of employees of the Maritime Employers Association (MEA) (the longshoring bargaining unit) comprising:

all employees of the employers in the longshoring industry in the Port of Hamilton employed as longshoremen, save and except the employees of St-Lawrence Warehousing Limited operating as Seaway Terminals who are represented by the International Union of Operating Engineers, Local 793, and who are represented by Teamsters' Local Union No. 938 and Teamsters' Local Union No. 879 for bulk cargo activities.

**AND WHEREAS** the Canada Industrial Relations Board (the Board), by order no. 11919-U dated April 25, 2024, declared that Local 1654 is the successor bargaining agent of the International Longshoremen's Association, Local 1879 (Local 1879) with respect to the bargaining unit of employees of the MEA (the checking bargaining unit) described as follows:

all employees of employers employed in the checking of cargo in the longshoring industry in the Port of Hamilton.

**AND WHEREAS** the Board, in its decision *Maritime Employers Association*, 2024 CIRB 1124, dismissed an application filed by Local 1654 and Local 1879 pursuant to sections 18, 18.1 and 34 of the *Canada Labour Code* (the *Code*) to merge the above two bargaining units because, at the time, the Board was not convinced that the existing bargaining unit structure was no longer appropriate;

**AND WHEREAS** following the issuance of *Maritime Employers Association*, Local 1654 and the MEA worked diligently to integrate longshoring and checking employees and jointly determined that it was in their best interests to consolidate the two bargaining units and collective agreements;

**AND WHEREAS** Local 1654 and the MEA negotiated a single collective agreement, with the assistance of the Federal Mediation and Conciliation Services, that covers both bargaining units, and which is in effect from January 1, 2024, to March 31, 2028;

**AND WHEREAS** the Board has received a joint application from Local 1654 and the MEA, pursuant to sections 18 and 18.1 of the *Code*, seeking the consolidation of the two bargaining units found in order nos. 5893-U and 11919-U in order to include both the employees in the longshoring bargaining unit and the employees in the checking bargaining unit;

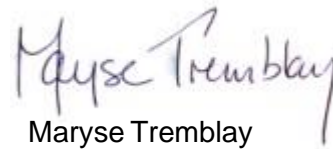
**AND WHEREAS**, following investigation of the application and consideration of the submissions of the parties concerned, the Board is satisfied that the consolidation of the two bargaining units meets the objective of the *Code*, and accordingly grants the application pursuant to sections 18 and 18.1.

**NOW, THEREFORE**, the Canada Industrial Relations Board declares that the International Longshoremen's Association, Local 1654 is the bargaining agent for the consolidated unit comprised of:

**N° d'ordonnance : 12085-U**

all employees of the employers in the longshoring industry in the Port of Hamilton employed as longshoremen and/or in the checking of cargo in the longshoring industry, **excluding** the employees of Logistec Stevedoring Inc. who are represented by the International Union of Operating Engineers, Local 793, and who are represented by Teamsters' Local Union No. 938 and Teamsters' Local Union No. 879 for bulk cargo activities.

**ISSUED** at Ottawa, this 9th day of May, 2025, by the Canada Industrial Relations Board.

A handwritten signature in purple ink that reads "Maryse Tremblay". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Maryse Tremblay  
Chairperson

**Reference: File No. 038562-C**



<b><u>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Union and Retired Union Members</u></b>												
<b><u>RATE OF PAY FROM APRIL 1, 2025 to MARCH 31, 2026</u></b>												
<b>ARTICLE 1 a) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$42.31)</b>												
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>												
	<b>08h00</b>	<b>16h00</b>	<b>24h00</b>									
	<b>16h00</b>	<b>24h00</b>	<b>08h00</b>									
MONDAY to FRIDAY	42,31	43,31	43,31									
SATURDAYS & SUNDAYS	63,47	64,47	64,47									
HOLIDAYS	84,62	85,62	85,62									
<b>- OR -</b>												
<b>ARTICLE 1 b) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$42.31)</b>												
<b>OPTION B (PORT HOURS)</b>												
	<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>08h00</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	42,31	84,62	42,31	126,93	63,47	126,93	84,62	169,24				
SATURDAYS & SUNDAYS	63,47	126,93	63,47	126,93	63,47	169,24	84,62	169,24				
HOLIDAYS	84,62	169,24	84,62	253,86	126,93	253,86	169,24	338,48				
<b>ARTICLE 2 – HAZARDOUS CARGO</b>												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
<b>ARTICLE 3 – DISTRESS CARGO</b>												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												



<b><u>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Union and Retired Union Members</u></b>											
<b><u>RATE OF PAY FROM APRIL 1, 2025 to MARCH 31, 2026</u></b>											
<b>ARTICLE 1 a) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$42.31)</b>											
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>											
		<b>08h00</b>	<b>16h00</b>	<b>24h00</b>							
		<b>16h00</b>	<b>24h00</b>	<b>08h00</b>							
MONDAY to FRIDAY		42,31	43,31	43,31							
SATURDAYS & SUNDAYS		63,47	64,47	64,47							
HOLIDAYS		84,62	85,62	85,62							
<b>- OR -</b>											
<b>ARTICLE 1 b) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$42.31)</b>											
<b>OPTION B (PORT HOURS)</b>											
		<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		42,31	84,62	42,31	126,93	63,47	126,93	84,62	169,24		
SATURDAYS & SUNDAYS		63,47	126,93	63,47	126,93	63,47	169,24	84,62	169,24		
HOLIDAYS		84,62	169,24	84,62	253,86	126,93	253,86	169,24	338,48		
<b>ARTICLE 2 – HAZARDOUS CARGO</b>											
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.											
<b>ARTICLE 3 – DISTRESS CARGO</b>											
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.											

SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Reserve Pool A												
RATE OF PAY FROM APRIL 1, 2025 to MARCH 31, 2026												
ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$33.71 per hour)												
	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00				
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00				
MONDAY to FRIDAY	33,71	67,42	33,71	101,13	50,57	101,13	67,42	134,84				
SATURDAYS & SUNDAYS	50,57	101,13	50,57	101,13	50,57	134,84	67,42	134,84				
HOLIDAYS	67,42	134,84	67,42	202,26	101,13	202,26	134,84	269,68				
ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$34.11 per hour)												
	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00				
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00				
MONDAY to FRIDAY	34,11	68,22	34,11	102,33	51,17	102,33	68,22	136,44				
SATURDAYS & SUNDAYS	51,17	102,33	51,17	102,33	51,17	136,44	68,22	136,44				
HOLIDAYS	68,22	136,44	68,22	204,66	102,33	204,66	136,44	272,88				
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.												

<b>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Reserve Pool A</b>												
<b>RATE OF PAY FROM APRIL 1, 2025 to MARCH 31, 2026</b>												
<b>ARTICLE 1 a) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$34.00)</b>												
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>												
		<b>08h00</b>	<b>16h00</b>	<b>24h00</b>								
		<b>16h00</b>	<b>24h00</b>	<b>08h00</b>								
		34,00	35,00	35,00								
MONDAY to FRIDAY												
SATURDAYS & SUNDAYS												
HOLIDAYS												
		51,00	52,00	52,00								
		68,00	69,00	69,00								
<b>- OR -</b>												
<b>ARTICLE 1 b) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$34.00)</b>												
<b>OPTION B (PORT HOURS)</b>												
		<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>04h00</b>	<b>08h00</b>
		<b>12h00</b>	<b>13h00</b>		<b>18h00</b>	<b>22h00</b>	<b>24h00</b>		<b>04h00</b>	<b>08h00</b>		
		34,00	68,00	68,00	34,00	102,00	102,00	51,00	102,00	68,00	136,00	
MONDAY to FRIDAY												
SATURDAYS & SUNDAYS												
HOLIDAYS												
		51,00	102,00	102,00	51,00	102,00	136,00	51,00	136,00	68,00	136,00	
		68,00	136,00	68,00	68,00	204,00	204,00	102,00	204,00	136,00	272,00	
<b>ARTICLE 2 – HAZARDOUS CARGO</b>												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
<b>ARTICLE 3 – DISTRESS CARGO</b>												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												

<b>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Reserve Pool A</b>											
<b>RATE OF PAY FROM APRIL 1, 2025 to MARCH 31, 2026</b>											
<b>ARTICLE 1 a) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$34.00)</b>											
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>											
			<b>08h00</b>	<b>16h00</b>	<b>24h00</b>						
			<b>16h00</b>	<b>24h00</b>	<b>08h00</b>						
MONDAY to FRIDAY			34,00	35,00	35,00						
SATURDAYS & SUNDAYS			51,00	52,00	52,00						
HOLIDAYS			68,00	69,00	69,00						
<b>- OR -</b>											
<b>ARTICLE 1 b) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$34.00)</b>											
<b>OPTION B (PORT HOURS)</b>											
			<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			34,00	68,00	34,00	102,00	51,00	102,00	68,00	136,00	
SATURDAYS & SUNDAYS			51,00	102,00	51,00	102,00	51,00	136,00	68,00	136,00	
HOLIDAYS			68,00	136,00	68,00	204,00	102,00	204,00	136,00	272,00	
<b>ARTICLE 2 – HAZARDOUS CARGO</b>											
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.											
<b>ARTICLE 3 – DISTRESS CARGO</b>											
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.											



<b><u>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 RESERVE POOL B &amp; Others</u></b>												
<b><u>RATE OF PAY FROM APRIL 1, 2025 to MARCH 31, 2026</u></b>												
<b>ARTICLE 1 a) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$26.95)</b>												
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>												
	<b>08h00</b>	<b>16h00</b>	<b>24h00</b>									
	<b>16h00</b>	<b>24h00</b>	<b>08h00</b>									
MONDAY to FRIDAY	26,95	27,95	27,95									
SATURDAYS & SUNDAYS	40,43	41,43	41,43									
HOLIDAYS	53,90	54,90	54,90									
<b>- OR -</b>												
<b>ARTICLE 1 b) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$26.95)</b>												
<b>OPTION B (PORT HOURS)</b>												
	<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	26,95	53,90	26,95	80,85	40,43	80,85	53,90	107,80				
SATURDAYS & SUNDAYS	40,43	80,85	40,43	80,85	40,43	107,80	53,90	107,80				
HOLIDAYS	53,90	107,80	53,90	161,70	80,85	161,70	107,80	215,60				
<b>ARTICLE 2 – HAZARDOUS CARGO</b>												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
<b>ARTICLE 3 – DISTRESS CARGO</b>												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												

<b>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 RESERVE POOL B &amp; Others</b>												
<b>RATE OF PAY FROM APRIL 1, 2025 to MARCH 31, 2026</b>												
<b>ARTICLE 1 a) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$26.95)</b>												
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>												
	<b>08h00</b>	<b>16h00</b>	<b>24h00</b>									
	<b>16h00</b>	<b>24h00</b>	<b>08h00</b>									
MONDAY to FRIDAY	26,95	27,95	27,95									
SATURDAYS & SUNDAYS	40,43	41,43	41,43									
HOLIDAYS	53,90	54,90	54,90									
<b>- OR -</b>												
<b>ARTICLE 1 b) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$26.95)</b>												
<b>OPTION B (PORT HOURS)</b>												
	<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	26,95	53,90	26,95	80,85	40,43	80,85	53,90	107,80				
SATURDAYS & SUNDAYS	40,43	80,85	40,43	80,85	40,43	107,80	53,90	107,80				
HOLIDAYS	53,90	107,80	53,90	161,70	80,85	161,70	107,80	215,60				
<b>ARTICLE 2 – HAZARDOUS CARGO</b>												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
<b>ARTICLE 3 – DISTRESS CARGO</b>												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												





<u><b>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Union and Retired Union Members</b></u>												
<u><b>RATE OF PAY FROM APRIL 1, 2026 to MARCH 31, 2027</b></u>												
<b>ARTICLE 1 a) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$43.79)</b>												
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>												

<b><u>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Union and Retired Union Members</u></b>												
<b><u>RATE OF PAY FROM APRIL 1, 2026 to MARCH 31, 2027</u></b>												
<b>ARTICLE 1 a) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$43.79)</b>												
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>												
	<b>08h00</b>	<b>16h00</b>	<b>24h00</b>									
	<b>16h00</b>	<b>24h00</b>	<b>08h00</b>									
MONDAY to FRIDAY	43,79	44,79	44,79									
SATURDAYS & SUNDAYS	65,69	66,69	66,69									
HOLIDAYS	87,58	88,58	88,58									
<b>- OR -</b>												
<b>ARTICLE 1 b) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$43.79)</b>												
<b>OPTION B (PORT HOURS)</b>												
	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>22h00</b>	<b>24h00</b>	<b>24h00</b>	<b>04h00</b>	<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>08h00</b>				
MONDAY to FRIDAY	43,79	87,58	43,79	131,37	65,69	131,37	87,58	175,16				
SATURDAYS & SUNDAYS	65,69	131,37	65,69	131,37	65,69	175,16	87,58	175,16				
HOLIDAYS	87,58	175,16	87,58	262,74	131,37	262,74	175,16	350,32				
<b>ARTICLE 2 – HAZARDOUS CARGO</b>												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
<b>ARTICLE 3 – DISTRESS CARGO</b>												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												

SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Reserve Pool A												
RATE OF PAY FROM APRIL 1, 2026 to MARCH 31, 2027												
ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$34.88 per hour)												
	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00	04h00			
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00	08h00			
MONDAY to FRIDAY	34,88	69,76	34,88	104,64	52,32	104,64	69,76	139,52	139,52			
SATURDAYS & SUNDAYS	52,32	104,64	52,32	104,64	52,32	139,52	69,76	139,52	139,52			
HOLIDAYS	69,76	139,52	69,76	209,28	104,64	209,28	139,52	279,04	279,04			
ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$35.28 per hour)												
	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00	04h00			
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00	08h00			
MONDAY to FRIDAY	35,28	70,56	35,28	105,84	52,92	105,84	70,56	141,12	141,12			
SATURDAYS & SUNDAYS	52,92	105,84	52,92	105,84	52,92	141,12	70,56	141,12	141,12			
HOLIDAYS	70,56	141,12	70,56	211,68	105,84	211,68	141,12	282,24	282,24			
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 1654 RESERVE POOL B & Others												
RATE OF PAY FROM APRIL 1, 2026 to MARCH 31, 2027												
ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$27.56 per hour)												
	08h00	12h00	13h00	17h00	18h00	22h00	24h00	24h00	04h00			
	12h00	13h00	17h00	18h00	22h00	24h00	24h00	04h00	08h00			
MONDAY to FRIDAY	27,56	55,12	27,56	82,68	41,34	82,68	55,12	110,24				
SATURDAYS & SUNDAYS	41,34	82,68	41,34	82,68	41,34	110,24	55,12	110,24				
HOLIDAYS	55,12	110,24	55,12	165,36	82,68	165,36	110,24	220,48				
ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$27.96 per hour)												
	08h00	12h00	13h00	17h00	18h00	22h00	24h00	24h00	04h00			
	12h00	13h00	17h00	18h00	22h00	24h00	24h00	04h00	08h00			
MONDAY to FRIDAY	27,96	55,92	27,96	83,88	41,94	83,88	55,92	111,84				
SATURDAYS & SUNDAYS	41,94	83,88	41,94	83,88	41,94	111,84	55,92	111,84				
HOLIDAYS	55,92	111,84	55,92	167,76	83,88	167,76	111,84	223,68				
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.												

<b><u>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 RESERVE POOL B &amp; Others</u></b>												
<b><u>RATE OF PAY FROM APRIL 1, 2026 to MARCH 31, 2027</u></b>												
<b>ARTICLE 1 a) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$27.89)</b>												
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>												
		<b>08h00</b>	<b>16h00</b>	<b>24h00</b>								
		<b>16h00</b>	<b>24h00</b>	<b>08h00</b>								
MONDAY to FRIDAY		27,89	28,89	28,89								
SATURDAYS & SUNDAYS		41,84	42,84	42,84								
HOLIDAYS		55,78	56,78	56,78								
<b>- OR -</b>												
<b>ARTICLE 1 b) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$27.89)</b>												
<b>OPTION B (PORT HOURS)</b>												
		<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		27,89	55,78	27,89	83,67	41,84	83,67	55,78	111,56			
SATURDAYS & SUNDAYS		41,84	83,67	41,84	83,67	41,84	111,56	55,78	111,56			
HOLIDAYS		55,78	111,56	55,78	167,34	83,67	167,34	111,56	223,12			
<b>ARTICLE 2 – HAZARDOUS CARGO</b>												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
<b>ARTICLE 3 – DISTRESS CARGO</b>												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												







SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Union and Retired Union Members												
RATE OF PAY FROM APRIL 1, 2027 to MARCH 31, 2028												
ARTICLE 1 a) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$45.32)												
OPTION A (THREE 8-HOUR SHIFTS)												
	08h00	16h00	24h00									
	16h00	24h00	08h00									
MONDAY to FRIDAY	45,32	46,32	46,32	46,32								
SATURDAYS & SUNDAYS	67,98	68,98	68,98	68,98								
HOLIDAYS	90,64	91,64	91,64	91,64								
- OR -												
ARTICLE 1 b) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$45.32)												
OPTION B (PORT HOURS)												
	08h00	12h00	13h00	13h00	17h00	18h00	18h00	22h00	24h00	24h00	04h00	08h00
	12h00	13h00	13h00	17h00	18h00	18h00	22h00	24h00	24h00	04h00	08h00	08h00
MONDAY to FRIDAY	45,32	90,64	90,64	45,32	135,96	135,96	67,98	135,96	90,64	90,64	181,28	181,28
SATURDAYS & SUNDAYS	67,98	135,96	135,96	67,98	135,96	135,96	67,98	181,28	90,64	90,64	181,28	181,28
HOLIDAYS	90,64	181,28	181,28	90,64	271,92	271,92	135,96	271,92	181,28	181,28	362,56	362,56
ARTICLE 2 – HAZARDOUS CARGO												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
ARTICLE 3 – DISTRESS CARGO												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												

<b><u>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Union and Retired Union Members</u></b>											
<b><u>RATE OF PAY FROM APRIL 1, 2027 to MARCH 31, 2028</u></b>											
<b>ARTICLE 1 a) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$45.32)</b>											
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>											
	<b>08h00</b>	<b>16h00</b>	<b>24h00</b>								
	<b>16h00</b>	<b>24h00</b>	<b>08h00</b>								
MONDAY to FRIDAY	45,32	46,32	46,32	46,32							
SATURDAYS & SUNDAYS	67,98	68,98	68,98	68,98							
HOLIDAYS	90,64	91,64	91,64	91,64							
<b>- OR -</b>											
<b>ARTICLE 1 b) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$45.32)</b>											
<b>OPTION B (PORT HOURS)</b>											
	<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	45,32	90,64	45,32	135,96	67,98	135,96	90,64	181,28			
SATURDAYS & SUNDAYS	67,98	135,96	67,98	135,96	67,98	181,28	90,64	181,28			
HOLIDAYS	90,64	181,28	90,64	271,92	135,96	271,92	181,28	362,56			
<b>ARTICLE 2 – HAZARDOUS CARGO</b>											
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.											
<b>ARTICLE 3 – DISTRESS CARGO</b>											
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.											

SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Reserve Pool A												
RATE OF PAY FROM APRIL 1, 2027 to MARCH 31, 2028												
ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$36.11 per hour)												
	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00				
	12h00	13h00		18h00	22h00	24h00	04h00	08h00				
MONDAY to FRIDAY	36,11	72,22	36,11	108,33	54,17	108,33	72,22	144,44				
SATURDAYS & SUNDAYS	54,17	108,33	54,17	108,33	54,17	144,44	72,22	144,44				
HOLIDAYS	72,22	144,44	72,22	216,66	108,33	216,66	144,44	288,88				
ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$36.51 per hour)												
	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00				
	12h00	13h00		18h00	22h00	24h00	04h00	08h00				
MONDAY to FRIDAY	36,51	73,02	36,51	109,53	54,77	109,53	73,02	146,04				
SATURDAYS & SUNDAYS	54,77	109,53	54,77	109,53	54,77	146,04	73,02	146,04				
HOLIDAYS	73,02	146,04	73,02	219,06	109,53	219,06	146,04	292,08				
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.												

<b><u>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Reserve Pool A</u></b>											
<b><u>RATE OF PAY FROM APRIL 1, 2027 to MARCH 31, 2028</u></b>											
<b>ARTICLE 1 a) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$36.42)</b>											
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>											
		<b>08h00</b>	<b>16h00</b>	<b>24h00</b>							
		<b>16h00</b>	<b>24h00</b>	<b>08h00</b>							
MONDAY to FRIDAY		36,42	37,42	37,42							
SATURDAYS & SUNDAYS		54,63	55,63	55,63							
HOLIDAYS		72,84	73,84	73,84							
<b>- OR -</b>											
<b>ARTICLE 1 b) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$36.42)</b>											
<b>OPTION B (PORT HOURS)</b>											
		<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</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		36,42	72,84	36,42	109,26	54,63	109,26	54,63	109,26	72,84	145,68
SATURDAYS & SUNDAYS		54,63	109,26	54,63	109,26	54,63	145,68	54,63	145,68	72,84	145,68
HOLIDAYS		72,84	145,68	72,84	218,52	109,26	218,52	109,26	218,52	145,68	291,36
<b>ARTICLE 2 – HAZARDOUS CARGO</b>											
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.											
<b>ARTICLE 3 – DISTRESS CARGO</b>											
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.											

<b>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 Reserve Pool A</b>												
<b>RATE OF PAY FROM APRIL 1, 2027 to MARCH 31, 2028</b>												
<b>ARTICLE 1 a) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$36.42)</b>												
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>												
	<b>08h00</b>	<b>16h00</b>	<b>24h00</b>									
	<b>16h00</b>	<b>24h00</b>	<b>08h00</b>									
MONDAY to FRIDAY	36,42	37,42	37,42									
SATURDAYS & SUNDAYS	54,63	55,63	55,63									
HOLIDAYS	72,84	73,84	73,84									
<b>- OR -</b>												
<b>ARTICLE 1 b) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$36.42)</b>												
<b>OPTION B (PORT HOURS)</b>												
	<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	36,42	72,84	36,42	109,26	54,63	109,26	72,84	145,68				
SATURDAYS & SUNDAYS	54,63	109,26	54,63	109,26	54,63	145,68	72,84	145,68				
HOLIDAYS	72,84	145,68	72,84	218,52	109,26	218,52	145,68	291,36				
<b>ARTICLE 2 – HAZARDOUS CARGO</b>												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
<b>ARTICLE 3 – DISTRESS CARGO</b>												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												

SCHEDULE OF WAGES - I.L.A. LOCAL 1654 RESERVE POOL B & Others												
RATE OF PAY FROM APRIL 1, 2027 to MARCH 31, 2028												
ARTICLE 1 - STEVEDORING AND TERMINAL GENERAL BASIC HOURLY RATE (\$28.53 per hour)												
	08h00	12h00	13h00	13h00	17h00	17h00	18h00	18h00	22h00	22h00	24h00	04h00
	12h00	13h00										08h00
MONDAY to FRIDAY	28,53	57,06	28,53	57,06	85,59	85,59	42,80	42,80	85,59	85,59	57,06	114,12
SATURDAYS & SUNDAYS	42,80	85,59	42,80	85,59	85,59	85,59	42,80	42,80	114,12	114,12	57,06	114,12
HOLIDAYS	57,06	114,12	57,06	114,12	171,18	171,18	85,59	85,59	171,18	171,18	114,12	228,24
ARTICLE 2 - OBNOXIOUS CARGO – STEVEDORING AND TERMINAL BASIC HOURLY RATE (\$28.93 per hour)												
	08h00	12h00	13h00	13h00	17h00	17h00	18h00	18h00	22h00	22h00	24h00	04h00
	12h00	13h00										08h00
MONDAY to FRIDAY	28,93	57,86	28,93	57,86	86,79	86,79	43,40	43,40	86,79	86,79	57,86	115,72
SATURDAYS & SUNDAYS	43,40	86,79	43,40	86,79	86,79	86,79	43,40	43,40	115,72	115,72	57,86	115,72
HOLIDAYS	57,86	115,72	57,86	115,72	173,58	173,58	86,79	86,79	173,58	173,58	115,72	231,44
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 1654 RESERVE POOL B & Others												
RATE OF PAY FROM APRIL 1, 2027 to MARCH 31, 2028												
ARTICLE 1 a) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$28.97)												
OPTION A (THREE 8-HOUR SHIFTS)												
	08h00	16h00	24h00									
	16h00	24h00	08h00									
MONDAY to FRIDAY	28,97	29,97	29,97									
SATURDAYS & SUNDAYS	43,46	44,46	44,46									
HOLIDAYS	57,94	58,94	58,94									
- OR -												
ARTICLE 1 b) LOGISTEC BULK AGREEMENT as per ARTICLE 17 (BASIC HOURLY RATE \$28.97)												
OPTION B (PORT HOURS)												
	08h00	12h00	13h00	17h00	18h00	22h00	24h00	04h00				
	12h00	13h00	17h00	18h00	22h00	24h00	04h00	08h00				
MONDAY to FRIDAY	28,97	57,94	28,97	86,91	43,46	86,91	57,94	115,88				
SATURDAYS & SUNDAYS	43,46	86,91	43,46	86,91	43,46	115,88	57,94	115,88				
HOLIDAYS	57,94	115,88	57,94	173,82	86,91	173,82	115,88	231,76				
ARTICLE 2 – HAZARDOUS CARGO												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
ARTICLE 3 – DISTRESS CARGO												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												



<b><u>SCHEDULE OF WAGES - I.L.A. LOCAL 1654 RESERVE POOL B &amp; Others</u></b>												
<b><u>RATE OF PAY FROM APRIL 1, 2027 to MARCH 31, 2028</u></b>												
<b>ARTICLE 1 a) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$28.97)</b>												
<b>OPTION A (THREE 8-HOUR SHIFTS)</b>												
	<b>08h00</b>	<b>16h00</b>	<b>24h00</b>									
	<b>16h00</b>	<b>24h00</b>	<b>08h00</b>									
MONDAY to FRIDAY	28,97	29,97	29,97									
SATURDAYS & SUNDAYS	43,46	44,46	44,46									
HOLIDAYS	57,94	58,94	58,94									
<b>- OR -</b>												
<b>ARTICLE 1 b) GRAIN AGREEMENT as per ARTICLE 18 (BASIC HOURLY RATE \$28.97)</b>												
<b>OPTION B (PORT HOURS)</b>												
	<b>08h00</b>	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>18h00</b>	<b>22h00</b>	<b>22h00</b>	<b>24h00</b>	<b>24h00</b>	<b>04h00</b>	<b>04h00</b>
	<b>12h00</b>	<b>13h00</b>	<b>17h00</b>	<b>18h00</b>	<b>18h00</b>	<b>18h00</b>	<b>22h00</b>	<b>22h00</b>	<b>24h00</b>	<b>24h00</b>	<b>04h00</b>	<b>08h00</b>
MONDAY to FRIDAY	28,97	57,94	28,97	86,91	86,91	86,91	43,46	43,46	86,91	57,94	115,88	115,88
SATURDAYS & SUNDAYS	43,46	86,91	43,46	86,91	86,91	86,91	43,46	43,46	115,88	57,94	115,88	115,88
HOLIDAYS	57,94	115,88	57,94	173,82	173,82	173,82	86,91	86,91	173,82	115,88	231,76	231,76
<b>ARTICLE 2 – HAZARDOUS CARGO</b>												
Double the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												
<b>ARTICLE 3 – DISTRESS CARGO</b>												
Time and one-half the rate shown in article 1 a) or article 1 b), whichever is applicable, for each period.												