

## **ARTICLE 1**

### **RECOGNITION AND JURISDICTION**

#### **1.01**

The Maritime Employers Association recognizes the Union, the Syndicat des Débardeurs, C.U.P.E., Local 375, hereinafter called the Union, as sole bargaining agent and sole representative for the employees covered by the geographic certification issued by the Canada Industrial Relations Board.

#### **1.02**

The Syndicat des Débardeurs, C.U.P.E., Local 375 recognizes the Maritime Employers Association, hereinafter called the M.E.A., as the sole bargaining agent and the sole representative of the companies.

#### **1.03**

- a)** Within thirty (30) days of the signing of the collective agreement, the Union shall advise the M.E.A. in writing of the names of its business agents and members of its Grievance Committee. Management recognizes the right of the Union to nominate or select a president, a vice-president, a secretary-treasurer, business agents, a secretary-archivist, a Union health and safety adviser, a Union information adviser, a Union training adviser, a Union adviser for area delegates, a representative in health and safety prevention and a technical consultant from the Canadian Union of Public Employees and agrees to recognize each of these persons, as well as their replacements, for purposes of administering the present collective agreement. However, it is understood that in the execution of their duties, these persons must not interfere in the companies' right to determine and direct their operating methods and procedures in conformity with the provisions of this present collective agreement.

The M.E.A. agrees that Union representatives may be absent due to Union activities, as long as the M.E.A. is so advised at least two hours and thirty minutes before the beginning of the phone dispatch period described in Article 8.04.

- b)** The M.E.A. and its member companies agree to give access to Union representatives and their vehicles to the sites, buildings, installations and ships under their responsibility or jurisdiction in order to allow them to fulfil their responsibilities in accordance with this collective agreement.

Union representatives will identify themselves by carrying a standardized identity card.

When a vehicle travels on company property, the union representative must activate the vehicle's flashing light in accordance with regulations.

The M.E.A. and its member companies agree to inform their respective representatives and Port of Montreal authorities (security and police).

No clause of this collective agreement must be interpreted as allowing any member of the Grievance Committee or any other officer of the Union to give orders to foremen or to employees relative to their work. The M.E.A. nor any of the companies as well as the Union will adopt any directive, regulation or resolution which is contrary to the provisions of this collective agreement.

- c)** The original French version of this collective agreement is recognized by the parties as being the only official one; it is also agreed by the parties to recognize the French language as the sole official language in their written communications.

Management recognizes French as the working language.

- d)** The M.E.A. grants to the Union a bank of three thousand two hundred and fifty (3,250) credit hours for each calendar year and these will be used by the Union for educational or training activities.

To this end, the Union will advise the M.E.A. at the latest the day preceding the day or days covered by said request when it wishes to use the credit hours remunerated by this bank, and this at least two hours and thirty minutes before the beginning of the phone dispatch period described in Article 8.04. The Union will give the name of each employee and the length of his/her absence.

The M.E.A. will give monthly statements to the Union indicating the balance of credit hours in said bank.

#### **1.04**

The collective agreement applies to all persons employed and dispatched pursuant to the terms of this collective agreement for the performance of work under the control of Management, in connection with the loading/unloading of ocean and coastal vessels within the whole of the geographic territory of the Port of Montreal.

#### **1.05**

Subject to Article 1.07, no person other than those included in the bargaining unit shall have the right to perform any work which is covered by said bargaining unit. Nevertheless, a piece of equipment being demonstrated may be operated by an employee of the company that manufactures or sells the equipment to an employer in the port.

#### **1.06**

The parties recognize that the longshoremen, members of the Union, are assigned to work covered by this collective agreement exclusively to employers who are members of the Maritime Employers Association.

#### **1.07**

- a) When all available employees covered by job security and whose names appear in Appendix "A" have been assigned, employees available in the first reserve pool followed by the available employees who are members of the second reserve pool and whose names appear in Appendix "B" may then be assigned.
- b) If all the aforementioned available employees have been assigned, the employer may then assign through the hiring hall the required employees from the list of trainees supplied by the Union.
- c) If all the aforementioned available employees have been assigned, the employer may then assign to work, through the hiring hall, the persons from the availability list supplied by the Union who have the authorization to seek available work.
- d) If all the aforementioned available employees have been assigned, the employer may then assign to work, through the hiring hall, the required manpower by giving immediate notice to the union.

#### **1.08**

This collective agreement is applicable to the walking bosses and foremen employed by the companies on the understanding that the Union shall not enact any directive or regulation which might subject walking bosses and/or foremen to any penalty or sanction as a result of any act committed in the performance of their duties.

#### **1.09**

- a) When the work hereinafter mentioned is required by Management and is under its control, such work must be performed by members of the Syndicat des Débardeurs, C.U.P.E., Local 375 subject to the provisions of Articles 1.05, 1.07, and 1.10:

The loading and unloading of cargo aboard a ship, including bulk cargo; the handling of cargo to be loaded aboard a ship and/or to be unloaded and/or that has been unloaded from a ship, including the following work and operations:

1. work involved in laying-down, if necessary, in lashing/unlashing, fixing or lashing cargo on deck or in the ship's holds, including transporting, loading, unloading and handling of the material and equipment needed for the aforementioned work aboard ships;
2. handling of dunnage material used in loading operations, on the ship, on its decks, in its holds, as well as the dismantling of such material when required to unload the ship; the handling and installation for stockpiling cargo on the dock, in sheds and on sections;
3. sweeping and picking-up of debris aboard ship, on its decks and in its holds;
4. covering, lashing and stowing of cargo aboard a ship, on its decks and in the holds, when the ship is docked;
5. transporting stevedoring equipment, gear and fuel;
6. making, installing or dismantling of temporary wooden separations in the ship's holds and temporary wooden cat-walks aboard a ship;
7. all work related to loading/unloading, and stowing of cattle and scrap, as well as the necessary cleaning for these cargoes;
8. all work related to loading, transferring from one ship to another, the stevedoring of grain, the installation of fittings and tarpaulins to separate grain;
9. elevator operations on Ro-Ro ships only when loading or unloading cargo from the ship;
10. loading and unloading of passengers' baggage when handled in the hold of the ship, including when a conveyor belt is used, its installation and its operation; the transportation of passengers' cabin baggage between the deck of the ship and the dock (and vice-versa), that is not done by passengers, must be performed by longshoremen;
11. making, repairing and installing of wooden benching;
12. erecting and dismantling of temporary wooden catwalks;
13. handling, shifting, loading/unloading of containers aboard a ship, in its holds and on its decks, on the dock, on sections or in sheds; the stuffing/stripping of containers in any of these areas, which includes the following work and operations:
  - lashing/unlashing, fixing or securing cargo inside a container;
  - lashing/unlashing containers aboard a ship;
  - preparing railcars to receive containers;
  - loading and unloading containers on railcars;
14. loading, unloading and lashing railcars ;
15. loading and unloading trucks at the tailgate level;
16. loading and unloading of railway cars using equipment of a capacity of twenty-five (25) tons or more, including mobile cranes;
17. handling, piling, shifting, lashing of cargo in sheds, on sections, on the dock, on the ship, its decks and holds and in containers, subject to the provisions of Article 1.11;
18. strapping of cargo aboard ship, its decks and holds, on the dock, on the sections or in sheds, subject to the provisions of Article 1.11;

19. bagging of cargo to be loaded aboard ship or that was unloaded from a ship (including when bagging is performed aboard ship);
20. handling of ships' lines which stevedoring work is covered by this collective agreement;
21. cleaning and manual sweeping of garages, sheds and sections, including the gathering of wood and debris;
22. maintenance, including preventive maintenance of stevedoring equipment that belongs to the employer. However, Management has the right to sub-contract maintenance and repair work, at its discretion, in accordance with Letter of Intent #16. Once the committee has completed its study, the committee's recommendations will prevail;
23. removal of snow from containers; operating equipment belonging to the stevedoring company when used to remove snow will be performed by longshoremen;
24. operating any piece of equipment belonging to the employer to perform work covered by this collective agreement. Management agrees to use qualified labour covered by this collective agreement for the operation of any piece of equipment rented to one of its members when the lessor agrees that the machinery may be operated by the lessee's employees, in accordance with Letter of Intent #16. Once the committee has completed its study, the committee's recommendations will prevail;
25. nevertheless, when regular use of leased trucks for the transportation of cargo within a terminal for the purpose of loading/unloading of ships, Management will use qualified labour covered by this collective agreement for the operation of these trucks, except in the case of specialized trucks, in accordance with Letter of Intent #16. Once the committee has completed its study, the committee's recommendations will prevail;
26. all work consisting in checking, measuring, marking, stowing related to coastal cargo, including coopering work.
27. all work related to the loading, unloading and handling of salt, sugar and coal;
28. all work related to the loading and unloading of scrap metal;
29. handling, moving, loading and unloading of bulk cargo in a ship, its holds and decks, on the dock, on sections, in railcars or in sheds;
30. signalmen when loading, unloading a self-unloading ship;
31. the inspection of containers.

**b)** The parties agree that the following work is not covered by the present agreement:

washing and cleaning of ships' holds carrying bulk; cleaning of large tanks using chemical products, also any cleaning using specialized equipment such as the "Butterworth System"; operating all rented equipment unless otherwise specified; loading/unloading and handling of ship stores and supplies which are to be used by the ship, by crew members or by passengers; unloading goods from trucks when said goods are to be used aboard ship;

**c)** It is understood that employees of the bargaining unit cannot claim work or positions that are not included in Article 1.09(a) through the arbitration procedure described in Article 5, unless otherwise specifically required by an employer. However, the foregoing does not prevent the Union from petitioning the Canada Industrial Relations Board;

**d) i)** the M.E.A. agrees to discuss any issue concerning the application of Article 1 through the Joint Labour Relations Committee;

- ii) Moreover, the M.E.A. agrees to discuss, through the said Joint Committee, any issue concerning the loading and unloading of cargoes not under the jurisdiction of the Union but which might so become; in case of disagreement, the parties will petition the Canada Industrial Relations Board.

#### **1.10**

The provisions of Article 1.09 do not apply when other Unions or Locals are certified to perform said work, in whole or in part. Should there be some dispute on this subject; the parties will petition the Canada Industrial Relations Board for a decision.

#### **1.11**

It is agreed that strapping of ocean cargo performed on the dock will not be performed by members of the Union, except when it involves lashing cargo on "Mafis" flats, lashing in containers and pre-slung cargo.

### **ARTICLE 2**

#### **PURPOSE OF THE AGREEMENT**

#### **2.01**

The purpose of this collective agreement is to promote harmony and cooperation in the relationship between the companies, the M.E.A. and the Union, to improve the working environment, ensure the protection of property and establish working conditions to be observed by all parties, providing justice and safety to all concerned.

Moreover, the parties will ensure that the M.E.A. and its members, the Union, its representatives and members may fulfil their respective responsibilities in complete freedom.

#### **2.02**

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, colour, 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 3**

#### **MANAGEMENT'S RIGHTS**

The Union recognizes that the companies have the right to manage and operate their installations, their machinery and their equipment, to conduct their operations as they see fit, and the M.E.A. has the right and power to maintain order and discipline, all of which subject to preserving the health and safety of the employees as long as it is in compliance with all the provisions of this collective agreement and applicable laws. The M.E.A. agrees to discuss all issues concerning labour relations and working conditions through the Joint Labour Relations Committee.

## **ARTICLE 4**

### **DISCIPLINE**

#### **4.01**

The Union agrees that it will not uphold incompetence, shirking of work, absenteeism, pilfering or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence of alcohol or prohibited drugs. Moreover, the Union will uphold health and safety provisions. An employee may be discharged or otherwise dealt with as the M.E.A. may see fit, for committing any of the above offences or for any other just and sufficient cause (see Appendix "G" - Discipline Code), but a claim by an employee that he has been discharged or disciplined without just and sufficient cause may be the subject of a grievance.

Notwithstanding the foregoing, the parties agree to collaborate in seeking solutions to social problems such as those brought about by alcoholism or drug abuse and favours an approach of help and support for those employees facing such problems and this in accordance with the agreement contained in Appendix "E" of this collective agreement.

#### **4.02**

Disciplinary sanctions against an employee resulting in dismissal or suspension may be resolved by ratifying the M.E.A.'s decision or, as the case may be, by following the procedure stipulated in Article 4.04, or by restoring the employee to his former position with full compensation for all time lost or by any other arrangement which is considered just and equitable by the parties, or by the arbitrator's decision.

#### **4.03**

- a)** In order to reduce the disciplinary sanctions concerning dispatch procedures, the employer agrees to communicate with the Union so that the latter may submit to the employer, within twenty-four (24) hours, the basis for the grievance.

Any disciplinary sanction must be decided and communicated by the M.E.A. The facts and reasons for this sanction must be communicated in writing, by mail, to the employee in question and to the Union, by fax, within ten (10) working days following the discovery of the infraction; otherwise the sanction shall be deemed void. However, the facts and reasons for a suspension of one (1) week or more, for a dismissal, for an administrative dismissal, or for a demotion, must be communicated in writing to the employee in question and to the Union, by registered mail, within ten (10) working days following the discovery of the infraction; otherwise the sanction shall be deemed void.

If the Union or the employee challenges the decision, they must formulate a grievance in accordance with the procedure provided for herein.

- b)** Any disciplinary sanction related to dispatch, except the disciplinary sanctions mentioned in paragraphs c) and d), will take effect only after the arbitrator's decision or after an agreement between the parties, as the case may be.
- c) i)** Before imposing a suspension of one week or more, a dismissal, an administrative dismissal, or a retrogradation, the employer will advise the Union and the employee of its intention.
- ii)** Before any sanction takes effect, a meeting must be held within five (5) working days between the employer's representative, the Union and the employee involved.
- iii)** The final decision must be communicated to the employee and the Union by registered mail within five (5) working days following the meeting mentioned in the preceding sub-paragraph ii).
- iv)** When an employee is summoned to a meeting in accordance with paragraph ii) of this article and is subsequently suspended, the day of the meeting will be counted as one of the days of suspension.

- d)** In cases involving sabotage, robbery or grievous assault, the procedure stipulated in the preceding paragraph c) will apply and the employee may be suspended without pay until a final decision has been taken.
- e)** In order to apply the provisions of this collective agreement, the expression "working days" excludes:
  - the period from the beginning of the day shift on Saturday to the end of the night shift on Sunday;and
  - the period from the beginning of the day shift of the statutory holiday to the end of the night shift of the statutory holiday.

#### **4.04**

The sanctions mentioned in the Discipline Code (Appendix "G") constitute the maximum penalties applicable. The grievance arbitrator has jurisdiction to render any decision he considers just, in accordance with the prevailing circumstances. He may maintain, modify or cancel the disciplinary sanction decided by the employer.

#### **4.05**

- a)** Disciplinary sanctions related to dispatch or to "leaving work without permission" shall be removed from the employee's file on December 31 of the current year.
- b)** Disciplinary sanctions related to drunkenness and to being under the influence of prohibited drugs shall be removed from the employee's file on December 31 of the current year.
- c)** All other disciplinary sanctions related to other disciplinary measures shall be removed from the employee's file at the expiration of the collective agreement.



## **ARTICLE 5**

### **GRIEVANCE & ARBITRATION PROCEDURE**

Any dispute with respect to the application or interpretation of this collective agreement constitutes a grievance under the terms of this collective agreement. Such grievance will be filed and settled in accordance with the following procedures:

#### **5.01 FIRST STAGE – COMPLAINT OR GRIEVANCE**

**a)** Any complaint by one or more employees or by the Union is communicated as quickly as possible to a representative of the employer or of the M.E.A.

#### **b) Management Grievances**

The provisions of this article apply "mutatis mutandis" to grievances filed by management.

#### **5.02 SECOND STAGE – FILING A GRIEVANCE**

**a)** If the grievance is not settled to the satisfaction of the parties following the first step, the Union will have to file a grievance in writing delivered either by hand or by fax within ten (10) working days following the event, to the authorized representative of the M.E.A. in the port. For disciplinary sanctions, the time limit only begins from the moment the Union receives notice of the sanction. Any complaint where the knowledge of the event is linked to receiving wages may become the subject of a grievance within ten (10) days of receiving said wages.

**b)** The Union must send to the M.E.A. confirmation of grievances sent by fax within seven (7) days. The cover page of the fax must indicate the number of the grievances included in said fax.

**c)** The grievance must include the following information:

- the dates, hour and place, if required, where the dispute took place;
- also indicated, when possible, the name of the employer's representative with whom a discussion was held at the time of the dispute;
- a brief summary of the dispute leading to the grievance.

#### **5.03 THIRD STAGE - GRIEVANCE COMMITTEE**

The parties agree to form a Grievance Committee composed of representatives of each party (M.E.A. and Union);

**a)** The Grievance Committee will meet at least twice a month to discuss and try to settle all outstanding grievances, except during the months of July and August. Grievances are usually discussed according to their numerical and chronological order at the first meeting and according to the order established by the parties during subsequent meetings. Grievances relative to discipline will be discussed separately and alternately with the other types of grievances. Grievance committee meetings are held on dates agreed to by the parties.

**b)** When the parties consider it advisable, a representative from a company involved in the grievance being discussed may be asked to participate in the grievance committee meeting.

**c)** In order to quickly settle grievances, either party may be joined by reference persons if they so desire.

**d)** At this stage, a grievance may be discussed at a maximum of three (3) meetings.

## **5.04 ARBITRATION**

### **a) Unresolved grievances**

- i) The committee also has the mandate to settle any unresolved dispute at the third stage.
- ii) In order to do so, the M.E.A. asks a representative of the company involved in the unresolved grievances to participate in the meeting.
- iii) The Committee must meet with the latter the first Wednesday of each quarter or at any other date agreed to by the parties, except for the summer months (three times a year), to discuss unresolved grievances.

- b) Should the dispute remain unresolved at one of the preceding stages, each of the parties may submit the grievance to arbitration.

### **c) Content of Submission**

The party wishing to refer a grievance to arbitration must state the matter in dispute and must send the notice of submission to the other party.

### **d) Time limit**

The party referring the grievance to arbitration must submit said grievance to an arbitrator within 60 days following the last meeting when the grievance was discussed and give a copy of this notice to the other party.

Any grievance that has not been settled or referred to an arbitrator after a period of six (6) months in accordance with the provisions of this article will necessarily be transferred to an arbitrator or to arbitration by way of a simplified procedure or withdrawn.

## **5.05 GRIEVANCE ARBITRATORS**

The arbitrators are François Hamelin, Claude H. Foisy, Marcel Guilbert and Harvey Frumkin. Grievances will be referred to them in turn.

In the event it is impossible for the designated arbitrators to act, another arbitrator will be selected by the parties or, failing which, by the Federal Minister of Labour.

## **5.06 JURISDICTION OF THE ARBITRATOR**

The arbitrator has jurisdiction to decide on all questions related to the interpretation or to the application of the present collective agreement, as well as to the methods of application and execution of an arbitration decision, but he is not authorized to modify, add to, or delete from or amend any part of this present collective agreement.

Concerning disciplinary sanctions, the arbitrator has jurisdiction to cancel or modify any management decision. He must take into account all the circumstances in the case, as well as the frequency and the seriousness of the deemed infraction.

## **5.07 FINAL DECISION**

The arbitrator's decision is final and binding for both parties.

## **5.08 WORKING CONDITIONS DURING THE PROCEDURE**

Pending settlement of a dispute in accordance with the arbitration procedure, employees will work as instructed by the companies, subject to the provisions contained herein dealing with health and safety and the various applicable laws.

## **5.09 ARBITRATION – SIMPLIFIED PROCEDURE**

This procedure is used when the matter in dispute in the grievances is simple and well established and regarding which the disclosure of the evidence will be of short duration.

- i) By mutual agreement, the parties may submit one or more grievance to arbitration in accordance with the simplified procedure;
- ii) When choosing this formula the parties will not use outside resources to plead these grievances;
- iii) The time limits for the simplified procedure are the same as those described in paragraph 5.04 d) above.

When this procedure is used by the parties, the services of the firm *Service d'arbitrage accéléré Inc.* will be used.

#### **5.10 ARBITRATORS' HONORARIUM**

Honorarium and costs related to arbitration will be equally divided by the parties.

## **ARTICLE 6**

### **PRINCIPLE OF SENIORITY**

The M.E.A. acknowledges the seniority standings indicated at Appendix "A" as well as the revised seniority standings supplied by the Union at the beginning of each year.

The seniority standing of an employee who is absent at the signing of the collective agreement, or is on an indeterminate or determinate leave of absence subsequent to an illness, an accident that is not work related, a work-related accident or an occupational illness, or an authorized absence, retains his seniority as if he had always been at work.

An employee loses his seniority when he is dismissed for just and sufficient cause or when he leaves voluntarily his position or for any of the other reasons listed at Article 13.03.

## **ARTICLE 7**

### **PRODUCING LISTS & CALL PROCEDURES**

#### **7.01**

Before noon every Wednesday, the M.E.A. will provide the Union with the following dispatch lists for employees covered by the job security plan as well as for gangs:

**A) Weekends and statutory holidays dispatch lists according to the provisions of Article 17 established as follows:**

- i) employees restricted to a daytime assignment only (special shift at 6:00, 07:00, 8:00, 12:00 or 13:00) for a statutory holiday occurring Monday to Friday;
- ii) hours worked and offered, exclusively on Saturdays, Sundays and statutory holidays, for all employees, excluding the hours worked on a voluntary basis;
- iii) seniority standing.

**B) Weekday dispatch lists:**

- i) Dispatch sequence for employees restricted to a daytime assignment
  - a) cumulative hours advanced and used to determine the level of guarantee of each employee, as stipulated in Article 15, or Article 20, as the case may be. Assignment preference for employees restricted to daytime assignments only (special shift at 6:00, 07:00, 8:00, 11:00, 11:30, 12:00 or 13:00) is given to those who have accumulated the greatest number of hours;
  - b) seniority standing;
- ii) Dispatch sequence for employees not restricted to a daytime assignment
  - a) The aforementioned list will include the cumulative assignments worked and offered on the 15:00, 15:30, 16:30, 17:00 and 23:00 shifts, as stipulated in Articles 14.03 and 14.04. Assignment preference for employees assigned at the special shift at 6:00, 7:00, 8:00, 11:00, 11:30, 12:00 or 13:00 will be given to those who have accumulated the most assignments on the 15:00, 15:30, 16:30, 17:00 and 23:00 shifts, subject to the priority of employees restricted to a daytime assignment only (special shift at 6:00, 7:00, 8:00, 11:00, 11:30, 12:00 or 13:00). Assignment preference for employees assigned at 15:00, 15:30, 16:30, 17:00 and 23:00 will be given to those who have accumulated the least number of assignments on those shifts.
  - b) seniority standing;

**C) Weekday dispatch lists for gangs assigned to the loading and unloading of conventional cargo**

- i) the aforementioned list will include cumulative assignments worked and offered on 15:00, 15:30, 16:30 and 17:00 shifts (4-hour assignments - coastal operations), as stipulated in Articles 14.03 and 14.04. Assignment preference for gangs assigned at 7:00 will be given to those who have accumulated the most assignments on the 15:00, 15:30, 16:30 and 17:00 shifts (4-hour assignments - coastal operations). Assignment preference for gangs assigned at 15:00, 15:30, 16:30 and 17:00 (4-hour assignments - coastal operations) will be given to those who have accumulated the least number of assignments on those shifts.
- ii) the gang's priority as established between the parties.

**D) Weekend and statutory holidays dispatch lists according to the provisions of Article 17 for gangs assigned to the loading and unloading of conventional cargo**

- i) for all gangs, the aforementioned list will include the hours worked and offered, exclusively on Saturdays, Sundays and Statutory Holidays;
  - ii) the gang's priority as established between the parties.
- E) For the purpose of implementing paragraphs 7.01 B) ii) and 7.01 C) i), calls for the 2<sup>nd</sup> and 3<sup>rd</sup> shifts from Monday to Friday, except for statutory holidays, are counted and listed on a weekly basis; a four (4) hour call will count for 0.5 of an assignment, a call for a 2<sup>nd</sup> shift will count for a 1.0 assignment and a call for a 3<sup>rd</sup> shift will count for 1.0 assignment.

**7.02**

**a)** Work is assigned based on the aforementioned lists, taking into consideration classifications and the provisions of Article 14.06;

**b)** Furthermore, in the case of shift work, the following rules apply:

1. Assignments for work mentioned in Articles 14.03 and 14.04 will be given in the following sequence: special shift at 6:00-07:00-8:00, 11:00-11:30-12:00-13:00, when applicable, 15:00-15:30-16:30, 17:00 when applicable and 23:00;
2. For dispatch purposes and the resulting compilation of hours of work and non-availability, the day will start at the beginning of the day shift and will end at the end of the night shift the next day;

For the purpose of implementing the preceding paragraph, the special shift beginning at 6:00 will be considered as beginning at 7:00.

3. Compilation of hours worked or offered, according to the list mentioned in Article 7.01(A) for employees working on shifts, as well as in Article 7.01 D) for gangs working on shifts, will be for the period starting at the beginning of the day shift on Saturday and ending at the end of the night shift on Monday and for the period starting at the beginning of the day shift on a statutory holiday and ending at the end of the night shift the next day;
4. On weekdays, except weekends and statutory holidays, employees required in their primary classifications will be assigned so as to ensure that there is an equitable distribution of these employees for each work period and this on the basis of the number of employees required for each of said periods.

Moreover, in order to respect proportional dispatching, companies will not order "general" classifications such as OLETR, OTRTR, OTUGM and others, when there are already specific classifications at said companies.

5. On weekdays, except weekends and statutory holidays, employees required in their secondary classifications as truck drivers or manual labour are assigned in the following order : 15:00-15:30-16:30, 17:00, 23:00, 06:00-07:00-08:00, 11:00-11:30-12:00-13:00.
6. Employees with a primary classification as mobile crane operators cannot be assigned on the 23:00 shifts, except as mobile crane operators.

**7.03**

**a)** Before the beginning of each seasonal job security period mentioned in Articles 15 and 20, employees covered by job security (Appendix "A"), who are not part of gangs, will be divided into three (3) equal groups (week 1, week 2, week 3) according to their primary classification. On a weekly basis from Monday to Friday inclusively, each group in turn may only be assigned to day shifts (special shift at 6:00, 7:00, 8:00, 11:00, 11:30 12:00 or 13:00) with the applicable extensions, as the case may be. This group will have assignment priority during the day shift of the day in question and will not be available for assignments during the weekend following said week.

- b)** Before the beginning of each seasonal job security period mentioned in Articles 15 and 20, gangs handling conventional cargo will be divided into three (3) equal groups (week 1, week 2, week 3). On a weekly basis from Monday to Friday inclusively, each group in turn may only be assigned on a day shift (7:00, 11:00, 11:30 and 12:00) with extensions that apply, as the case may be. This group will have assignment priority during said day shifts and will not be available for weekend assignments following said week.
- c)** Employees will only be assignable for shifts beginning at 6:00, 7:00, 8:00, 11:00, 11:30 12:00 or 13:00 on the Sunday preceding the week when they are assigned on day shifts.

#### **7.04**

Subject to Article 7.03, all employees covered by job security, as well as employees in the first reserve pool, must be available from Sunday to Saturday inclusively, and must telephone the dispatch centre or consult the M.E.A.'s website under the application "assignment broadcast" during the prescribed hours of call.

Notwithstanding the preceding paragraph, only the employees required to work on weekends and statutory holidays will be required to be available for Saturdays, Sundays and statutory holidays.

#### **7.05**

Any employee who does not report at the start of a work period will be considered absent for the entire day. It is agreed that in such cases the employee may not become available for a fishing assignment during said day.

Notwithstanding the preceding paragraph, an employee in the Winter "B" Group or in the reserve pool, unavailable in accordance with Articles 8.05 e), 14.06, 16.01 or 20.06, will not be considered absent for the day.

#### **7.06**

For weekend assignments, preference will be given to the employee who has accumulated the least number of hours offered at double time in accordance with the list in Article 7.01 A) since the beginning of the job security season. In cases of an equal number of hours, seniority will prevail.

#### **7.07**

For weekend assignments, preference will be given to the gang which has had the least number of hours offered at double time in accordance with the list in Article 7.01 D) since the beginning of the job security season. In cases of an equal number of hours, gang priority will prevail.

#### **7.08**

The M.E.A. will send the daily dispatch reports to the Union by computer communication as soon as said dispatch has been finalized.

All modifications resulting from operational requirements will be sent to the Union as soon as possible.

## **ARTICLE 8**

### **DISPATCHING PROCEDURES**

#### **8.01      Organization of existing classifications**

For the purposes of dispatch, classifications will be organized as follows:

- a)** Each classification will be divided into two (2) separate groups called "primary" and "secondary".
- b)** The employees' primary and secondary classifications will be those they have at the signing of the collective agreement.

However, during the term of this collective agreement, primary as well as secondary classifications will be granted or changed solely according to seniority.

Seniority will also be the criteria used for any movement of personnel.

The minimum number of secondary classifications for each employee will be established based on seniority rules in accordance with the following table (excluded are the longshoremen in Status 3 and 7).

SENIORITY	NUMBER
1 to 50	2
51 to 100	4
101 to 150	5
151 to 200	6
201 to 250	7
251 to 300	8
301 to 350	9
351 to 450	10
451 to 550	11
551 to 650	12
651 and more	13

In all cases, an employee whose seniority is less or equal to 400 will have to hold a sufficient number of secondary classifications so that the number of hours of work of the employee is more or less equal to the average number of hours worked by employees whose seniority is less or equal to 400.

In all cases, an employee whose seniority is above 400 will have to hold a sufficient number of secondary classifications so that the number of hours of work of the employee is more or less equal to the average number of hours worked by employees whose seniority is above 400.

- c)** Each employee must necessarily hold only one primary classification.
- d) i)** All employees must hold the classification PCALE (work in the hold of a ship), except those employees who have thirty (30) years of service who may, at their request, be exempted from the classification PCALE as well as from any other classification involving work in the hold of a ship (CAIDE, EPAND and PLIFT) or a classification involving lashing of cargo (CHARP, OLASH, PRAIL and SECCO). These aforementioned exemptions also apply to employees who have reached the age of sixty (60);

Moreover, the M.E.A. will grant exemptions based on legitimate medical reasons and said exemptions will cease once the employee has recovered. Refusal to grant such an exemption could result in the filing of a grievance.



- ii) Employees may, at their request, be exempted from work on night shifts. A maximum of fifty (50) employees from April 1 to October 31 and a maximum of sixty (60) employees from November 1 to March 31 may apply for such an exemption and the choice will be made according to seniority. However, the M.E.A./Union classification committee will discuss the maximum number of employees eligible in each classification;
- iii) Among employees who hold the secondary classification "OTUGM" or one of the truck classifications, except for RECUL, the two hundred and fifty (250) employees with less seniority will also have to hold the "OTRTR" classification.
- iv) All employees who hold the ship's crane or mobile crane classification must also hold the classification of mobile crane signalman.
- e) Management alone shall decide the number of employees required in each classification at the primary and/or secondary level and, in this respect, may increase or decrease the number of employees required in each classification at the primary or secondary level or, in fact, simply abolish a classification, while keeping in mind the seniority criteria.
- f) Should it become necessary to increase the number of employees in a primary classification, Management will post available vacancies in all three sectors in accordance with the procedure stipulated in Article 8.03. Vacancies will be filled according to seniority. However, employees who are working in the Bulk and Contrecoeur Sectors at the time of the posting will have priority for vacancies in their respective sectors;

If there is an insufficient number of candidates available following the posting of a vacancy, Management may fulfil its manpower requirements by choosing candidates by inverse order of seniority.

- g) Should Management decide to reduce the number of employees in a primary classification, the employee who has the least seniority in the bargaining unit shall be displaced. Displaced employees will be offered a primary classification of their choice as long as they have the required seniority to accede to said classification. Notwithstanding all other provisions of this collective agreement, the displaced employee will maintain all his job security rights.
- h) An M.E.A./Union Classification Committee is formed and its mandate to submit any suggestion concerning classifications, manning and dispatch is stipulated in Letter of Intent #7.

Notwithstanding the preceding paragraphs, any final decision rests with the employer in accordance with the collective agreement.

## **8.02**     New classifications

Management has the right to create any new classification and to give, through the posting procedure, said new classification in primary keeping in mind the seniority criteria.

## **8.03**     Posting procedure

- a) This procedure will apply to all job postings as stipulated in Article 8.01 above as well as for all postings for training as stipulated in Article 19 hereafter.
- b) A notice describing the vacancy as well as the qualifications and/or experience required by Management will be posted during seven (7) working days in rest rooms, shops and various sectors, at the hiring hall as well as on the M.E.A.'s website;
- c) Employees covered by job security may bid on these postings. All applications for a job posting must be presented at the hiring hall during the posting period as stipulated in paragraph (b) above.

Employees who are unavailable by reason of long-term illness, accident at work or who are part of the winter « C » list will receive by mail the posting notices described in the preceding paragraph. These employees must bid on these postings according to the procedure described in the preceding paragraph.

- d)** A copy of all job postings and all bids received on each will be supplied to the Union.
- e)** The employer agrees to fill all jobs that have been posted.

#### **8.04**      Assignments

- 1. a)** Each employee covered by job security (Appendix "A") and be a member of the first reserve pool (Appendix "B") must phone the dispatch centre or consult the M.E.A.'s website under the application "assignment broadcast" between 18:00 and midnight (13:00 and midnight on Saturday) to receive his/her work assignment for the following 24 hours.
- b)** When employees phone, they will be advised of their classification (company, shift, name of ship, hatch, shed, terminal or type of cargo and, if need be, the possibility of handling dangerous cargo). This same information is available when the employees take their assignment through the M.E.A. website.
- c)** If they wish to work on a fishing assignment the next day, they must say so when they telephone or consult as stipulated in sub-paragraph 8.04(1-a) and phone again or consult the M.E.A.'s website under the application "assignment broadcast" between 4:00 and 6:00 to be apprised of their fishing assignment, as the case may be, or between 4:00 and 11:00 for fishing assignments beginning at 12:00, 13:00, 15:00, 15:30, 16:00, 16:30, 17:00 and 23:00. (Assignments will be available on the M.E.A.'s web portal as of 02:00 a.m.).
- d)** The employer may offer to employees that they declare their availability for a fishing assignment in a specific classification and this offer will be made to all employees who hold these classifications.
- 2. a)** If an employee is absent for any reason whatsoever and therefore is unable to accept a work opportunity which normally he would have obtained, the corresponding hours will appear in his file as "hours offered".
- b)** An employee who is legitimately unavailable (for a period in excess of two (2) days) shall retain, upon his return, the pick status he had when he left. However, hours lost as a result of a disciplinary measure will be considered as hours offered.

#### **8.05**

- a)** Employees members of the Union whose names appear in Appendix "B" form the reserve pool.
- b)**
  - i) Employees who are members of a gang are assigned in priority with their gang when the latter is required;
  - ii) Employees of the first reserve pool are assigned during the daily dispatch following employees covered by job security according to daily rotations;
  - iii) During the period which precedes the summer period of twenty (20) weeks described in Article 16.20 as well as the period which follows the latter, employees of the first reserve pool who are not members of a gang may declare themselves unavailable for the daily dispatch by telephoning the dispatch centre to inform the centre of the length of their unavailability. It is agreed that employees must telephone before 12:00 from Sunday to Friday or 10:00 on Saturday in order to register their unavailability for the next day.
- c)** Employees in the first and second reserve pool who wish to work on a fishing assignment must call the dispatch centre or consult the M.E.A.'s website under the application "assignment broadcast" between 18:00 and 24:00 to register their availability for a fishing assignment for all work periods the next day.
- d)** They must phone again or consult the M.E.A.'s website under the application "assignment broadcast" the next day between 4:00 and 6:00 to receive their assignment for that day, as the case may be. (Assignments will be available on the M.E.A.'s web portal as of 02:00 a.m.).

- e) Employees of the first and second reserve pool are allowed only one day a week when they can receive two assignments the same day. However, the minimum rest period stipulated in Articles 14.06 and 16.01 continues to apply during the regular dispatch.
- f) Dispatch of employees (fishing) from the second reserve pool to a truck operator assignment can only take place from Monday to Friday on a day shift.

## **8.06**

Any employee who has registered his availability for a fishing assignment and who fails to phone or consult the M.E.A.'s website under the application "assignment broadcast" between 4:00 and 6:00 or 4:00 and 11:00 to receive his assignment, as the case may be, will be subject to a disciplinary measure. (Assignments will be available on the M.E.A.'s web portal as of 02:00 a.m.).

## **8.07**      Work continuity

- a) When an employee covered by job security is assigned to work on conventional cargo, he shall remain until such time as:
  1. the work is finished;
  2. he is required in a higher classification; or
  3. he has completed forty-four (44) hours of work in that week;
  4. another employee with the required primary classification becomes available.
- b) Article 8.07 a) is applicable in accordance with the dispatch lists included in Article 7.01;

## **8.08**      Conditions according to which absences must be reported

- a) Any regular employee who, for a legitimate reason, is unavailable to come to work must advise the dispatch centre during the phone-in period or between 4:00 and 6:00 or at any time before the beginning of the shift to which he was assigned;
- b) If he should be absent for more than one (1) day, he must advise the dispatch centre accordingly. Upon his return to work, he must advise the dispatch centre by completing a form to this effect;
- c) The M.E.A. must provide an adequate communication system in order to receive calls from each absentee who will report his absence from the start of the phone-in period or between 4:00 and 6:00 or at any time before the beginning of the shift to which he was assigned
- d) The parties agree that all telephone calls made to the dispatch centre by employees covered by this collective agreement are registered on tape. It is also agreed that the confirmation number given during the assignment broadcast on the M.E.A.'s website constitutes the equivalent of the recording device (registered on tape) mentioned above.

During such communications, the sole mention of the identity of the employee concerned will suffice for Management to fulfil its obligation.

The M.E.A. will never be held responsible in the case of false calls or the consequences that may entail as the result of the substitution of persons during telephone calls or the substitution of identity during the assignment broadcast on the M.E.A.'s website.

## **8.09**

- a) No employee will be assigned to work unless he has been given the assignment by the dispatch centre or by any other means approved by the M.E.A., i.e. by its employees, its superintendents and walking bosses, by advising the dispatch centre;

The employer may not offer and an employee covered by job security may not accept an assignment when the latter does not allow for the rest period of ten (10) and twelve (12) hours stipulated in Articles 8.05 e), 14.06 and 20.06. This limit does not apply when the assignment is the result of fishing and in accordance with the provisions of article 16.01.

- b)** The parties agree that any employee whose name appears in Appendix "A" and in the first and second reserve pool in Appendix "B" of this collective agreement must inform the M.E.A. of any change of address or telephone number.

Such changes must be communicated by the employee in question to the dispatch centre during his daily telephone call.

The parties agree that the M.E.A. cannot be held responsible for any prejudicial consequences resulting from the negligence of an employee to conform to the provisions of this Article.

## **8.10**

Employees assigned to the Hiring Hall during the normal phone-in period must consult the M.E.A.'s website under the application "assignment broadcast" or phone again the dispatch centre between 4:00 and 6:00 in order that they may be reassigned.

## **8.11**

Employees assigned to the Hiring Hall or seeking work must be present in the hall before dispatch begins, unless advised to go elsewhere.

## **8.12**

- a)** Management shall have the exclusive right to determine which classifications shall be considered conventional and which shall be considered specialized. In addition, Management shall have the exclusive right to determine the relative order of importance of classifications, according to its requirements.
- b)** The dispatch of employees covered by job security in conventional classifications shall be done as follows in the Montreal Sector:
  - i) In accordance with the relative order of classifications as determined by Management, the dispatch for each classification will be done according to the order of the applicable list mentioned in Article 7.01, subject to the rules stipulated in Article 7.02 and according to the following order:

### First Group

Employees covered by job security who hold a primary conventional classification in the Montreal Sector, among those who hold the required classification in primary, then in secondary.

### Second Group

Employees covered by job security who hold a primary classification in the Bulk Sector or the Contrecoeur Sector who have not been assigned in their respective sectors, among those who hold the required classification in secondary.

### Third Group

Employees covered by job security who hold a specialized classification in primary in the Montreal Sector and who have not been assigned in a specialized classification in the Montreal Sector, among those who hold the required classification in secondary.

- ii) Employees who have not accumulated forty (40) hours offered during days at straight time and statutory holidays in the week in progress will have priority of assignment over other employees for the days at straight time.
- c)** The dispatch of employees covered by job security in the specialized classifications in the Montreal Sector shall be done as follows:

- i) In accordance with the relative order of classifications as determined by Management, the dispatch for each classification will be done according to the order of the applicable list mentioned in Article 7.01, subject to the rules stipulated in Article 7.02 and according to the following order:

First Group

Employees covered by job security who hold a specialized classification in primary in the Montreal Sector among those who hold the required classification in primary, then in secondary.

Second Group

Employees covered by job security who hold a conventional classification in primary in the Montreal Sector, a primary in the Bulk Sector or a Primary in the Contrecoeur Sector, who are not assigned respectively in a conventional classification in the Montreal or their own sector, among those who hold the required classification in secondary.

- d)** The dispatch of employees covered by job security who hold classifications in the Bulk Sector shall be done as follows:

- i) In keeping with the order of classifications as established by management, the dispatch in the case of each of these classifications will be done in accordance with the applicable list stipulated in Article 7.01, subject to the regulations of Article 7.02 and will proceed in the following order:

First Group

Employees covered by job security and who hold a primary classification in the Bulk Sector among those who hold the required classification in primary and then in secondary.

Second Group

Employees covered by job security who hold a primary classification in the Contrecoeur Sector and who are not dispatched in their sector, among those who hold the required classification in secondary.

Third Group

Employees covered by job security who hold a primary classification in the Montreal Sector and are not dispatched in a Montreal Sector classification, among those who hold the required classification in secondary.

- e)** The dispatch of employees covered by job security who hold classifications in the Contrecoeur Bulk Sector shall be done as follows:

- i) In keeping with the order of classifications as established by management, the dispatch in the case of each of these classifications will be done in accordance with the applicable list stipulated in Article 7.01, subject to the regulations of Article 7.02 and will proceed in the following order:

First Group

Employees covered by job security and who hold a primary classification in the Contrecoeur Sector among those who hold the required classification in primary and then in secondary.

Second Group

Employees covered by job security who hold a classification in the Bulk Sector and who are not dispatched in their sector, among those who hold the required classification in secondary.

### Third Group

Employees covered by job security who hold a primary classification in the Montreal Sector and are not dispatched in a Montreal Sector classification, among those who hold the required classification in secondary.

- f)** The dispatch of gangs assigned to the loading and unloading of conventional cargo will be done as follows:
- i) Each required gang will be dispatched according to the order of the applicable list mentioned in Article 7.01 and subject to the rules of Article 7.02.
  - ii) Notwithstanding the preceding paragraph, Management may, at its discretion, continue a gang on a same assignment during the straight-time days of the week;
  - iii) When a gang is not required, members of this gang on job security may be assigned following the regular dispatch procedure.

However, from Sunday to Friday, employees who are members of gangs who belong to the day group will be restricted to the 07:00, 8:00 12:00 and 13:00 shifts, and the assignment from Sunday to Thursday of employees who are members of gangs who belong to the other groups will be restricted to the 7:00, 8:00, 12:00, 13:00, 15:00, 15:30, 16:30 and 17:00 shifts.

- g)** The dispatch of manpower will be done according to the rules stipulated in the preceding paragraphs while giving employees priority of assignment in the sector where they hold their primary classification.

### **8.13**

Employees may be assigned in their primary classification for a period of five (5) days on the same shift from Monday to Friday (except for statutory holidays stipulated in Article 17.01). Employees so assigned are informed at the time of their Sunday evening phone in and are no longer obliged to call the dispatch centre from Monday to Thursday to learn of their assignment.

## **ARTICLE 9**

### **MANNING AND DEPLOYMENT**

#### **9.01**

- a)** When loading grain during pouring operations, there will be one (1) foreman assigned and the number of employees will be as follows:

1 tower in operation:	2 employees + 1 as relief
2 towers in operation:	2 employees + 2 as relief
3 towers in operation:	3 employees + 3 as relief

- b)** When loading grain during trimming operations, the number of employees to be used will be as follows:

1 trimmer in operation:	3 employees + 2 as relief
2 trimmers in operation:	6 employees + 4 as relief
3 trimmers in operation:	9 employees + 6 as relief

#### **9.02**

Management shall have the right to call as many employees as required to perform all other operations in connection with the loading of grain, e.g., laying separations, rigging chutes, levelling, bagging in the hold, etc.

#### **9.03**

When loading grain, a minimum of one (1) foreman per ship will be used. When trimmers are being used, one (1) foreman per trimmer will be used.

#### **9.04**

For all types of cargo (except for the Bulk and Bulk-Contrecoeur Sectors):

- a)** Two (2) slingmen will be used, except for bulk cargo. When working with robot slings 1) slingman will be used.

- b)** 1. On deck, when the winches or the ship's cranes are in operation, two (2) winchmen or two ship's crane operators will be used.

One winchman may be required to operate two winches at the time.

Subject to the provisions of Article 9.04 c), when the winches or the ship's cranes are in operation, the work of signalman will be done by the second winchman or ship's crane operator.

2. When a gantry crane, a ship's crane, or a mobile crane is in use for loading and/or unloading a ship, but the operation is not covered by Article 9.16 b), two (2) operators will be used for each crane.

3. When the winches or the ship's cranes are not in operation and a shore crane is being used, two (2) signalmen on the deck will act as signalmen with relief.

4. When using a mobile crane in tandem, two (2) signalmen will be used.

- c)** However, during the period December 1 to March 1 of each year, one (1) additional winchman or ship's crane operator will be used as relief for each sling movement.

**d) Import - Export**

General cargo	8 longshoremen in the hold (manual)
Bagged cargo *	8 longshoremen in the hold (manual)
Refrigerated cargo	8 longshoremen in the hold
Woodpulp	8 longshoremen in the hold
Newsprint	6 longshoremen in the hold
Newsprint	4 longshoremen in the hold (lift-truck)
Palletized cargo	4 longshoremen in the hold
Unitized cargo	4 longshoremen in the hold
Steel	4 longshoremen in the hold, plus one (1) longshoreman on section
Automobiles	4 longshoremen in the hold
*Bagged cargo (Export)	10 longshoremen required

**e)** Notwithstanding the preceding paragraphs, when loading and unloading Ro-Ro ships, one (1) foreman and a minimum of four (4) longshoremen per ship will be used.

**f)** Notwithstanding the preceding paragraphs, the manning for loading and/or unloading containers will be as follows:

**i)** When using a gantry crane, two (2) signalmen per crane will be used;

**ii)** When using a crane other than a gantry or the ship's lifting gear, (2) signalmen will be used.

**iii)** In the case of a non-cellular hold, at least one (1) foreman and two (2) longshoremen will be used in the hold.

**iv)** When using a non-automatic spreader, at least two (2) slingmen will be used.

**g)** When conventional cargo gangs are being used, companies may transfer up to a maximum of two (2) employees from the hold to any other classification they possess during the following operations:

- loading and unloading steel in coils with a special hook or chains;
- drop stow in the case of "pre-slung" units when the sling is made up of one unit.

**9.05**

For all loading and unloading operations on a ship, any group of longshoremen handling cargo in a hold will include one (1) foreman, except in cases as stipulated in Article 9.03.

**9.06**

**a)** All work being carried out in a group of sheds, or in a complex of sheds, will be under the supervision of a walking boss or a foreman who, at Management's discretion, may be assisted by as many lead hands as they deem necessary.

**b)** All operations onboard a ship or in a terminal related to the loading and unloading of bulk cargo will be supervised by a foreman or a walking boss; the provisions of this Article also apply to grain and sugar operations.



- c) For coastal container terminal operations only, when there are five (5) employees or more (except for employees assigned to the loading and/or unloading of the ship), one (1) foreman-checker will be used to direct the work at the container terminal. The foreman-checker will be chosen among the checker-operators.

#### **9.07**

All orders and directives will be given to longshoremen by the walking bosses, the foremen, or the lead hands, members of the Union.

#### **9.08**

A superintendent, as well as a walking boss or a foreman, when employed as such, cannot be required to perform any other work under the jurisdiction of the Union, failing which, the employer will pay the Union the equivalent of eight (8) hours of work at the applicable rate.

Notwithstanding the preceding paragraph, the foremen and walking bosses may work to explain the work to be done.

#### **9.09**

- a) The employer may ask an employee to do any work related to the classification under which he has been assigned.
- b) During the same shift, employees may be transferred from one ship to another, from a hatch to another, from one job to another job, from one classification to another classification, from the hold to the shed and vice-versa.
- c) This rule authorizes a transfer to a refrigerated hold only if the longshoremen transferred were previously working in such a hold.
- d) Employees assigned to refrigerated cargo may be transferred, during the same work period, to non-refrigerated cargo.
- e) Time spent in transferring the workforce is considered as time worked; such transfers cannot be done during a lunch period.
- f) In this collective agreement, a work period means from the beginning of the shift to the meal hour.

#### **9.10**

Employees assigned to work in a refrigerated hold must be advised the day before.

Should a group of employees be assigned to refrigerated cargo and there is no refrigerated cargo to be handled, this group of employees must be paid the premium for a four (4) hour period. If the employees do work on refrigerated cargo, they will be paid the premium for the hours during which they work. Any fraction of a quarter hour will count as fifteen (15) minutes when calculating the premium.

#### **9.11**      Rates applicable for work done during meal hours

If employees are kept at work during or longer than the meal hour, the applicable rates are as follows:

- a) the same hourly rate applicable to the meal hour to be applied for the subsequent period;
- or,
- b) double the rate applicable to the period following the meal hour, and the higher of these two rates will be paid.

Should the employees work during the meal hour and afterwards be granted an hour for their meal, said hour will be included in the four (4) hour work period. In other words, during a regular work day, employees who work non-stop from 7:00 to 12:00 could then be released for their meal period from 12:00 to 13:00 and then return to work from 13:00 to 16:00, and would be remunerated as follows:

7:00 to 11:00	-	straight time
11:00 to 12:00	-	double time
13:00 to 16:00	-	straight time

#### **9.12**     Manning and deployment of shipliners

- a)** For all shipliner work onboard ship, one (1) foreman and any number of shipliners may be employed to ensure their safety as well as the efficiency of the work to be done.
- b)** For all shipliner work other than onboard ship, any number of shipliners may be employed to ensure their safety as well as the efficiency of the work to be done.

Notwithstanding the preceding paragraphs, it is agreed that shipliners will be required to work in gangs of at least two (2) employees minimum.

#### **9.13**     Passengers

One (1) foreman and a minimum of four (4) longshoremen will be assigned during the loading or unloading of baggage to or from passenger ships.

#### **9.14**     Gang formation for the handling of conventional cargo

**A)** Permanent gangs are formed to load and unload conventional cargo.

**B) i)** Each gang will be made up of nine (9) employees holding in primary the following classifications:

1	CM
2	ELING
2	OGBOR/SGNGM
2	PLIFT/OTRTR
2	PCALE

- ii) Each gang may include a certain number of employees of the first reserve pool;
- iii) The gang cannot be disbanded unless it becomes necessary to transfer an employee in order to fulfil a shortage in an essential classification in another gang at the onset of operations;
- iv) The functions of OLIFT / OTRTR inside said gangs are filled, depending on the number required by the company, by employees assigned as 25-ton lift operators at said company or by OLIFT and OTRTR assigned by the dispatch system or through the hiring hall;
- v) In order to fill a shortage in a gang in an essential classification at the onset of operations, the employer may transfer an employee, within the terminal where he is assigned, from one hold to another, from the terminal to the ship and from the ship to another ship among the manpower assigned at said employer, including employees having the classification in secondary. This does not prevent in any instance the use of Article 9.09 to transfer non-assigned employees in a gang;
- vi) When robot slings are used, the second slingman may be assigned to any other work required by the employer where the gang is assigned;

**C) i)** At the latest on December 1 of each year, the employer will inform the Union of its requirements in the number of permanent gangs required for the following year.

At the latest on March 1 of each year, the employer will inform the Union of its requirements in the number of additional gangs required for the summer job security period stipulated in Article 15.

On March 1, the employer will post for additional gangs in accordance with the posting procedure stipulated in Article 8.03 of the collective agreement.

- ii). a) Employees who apply for classifications within additional gangs must comply with the following requirements:
    - 1. be part of the group of employees covered by job security or be members of the reserve pool;
    - 2. possess the classifications of PCALE and OLIFT, whatever their primary classification, except those employees who possess a primary classification of foreman or OGBOR;
  - b) Candidates for the gangs will be chosen in accordance with the procedure stipulated in Article 8.01 f).
  - c) Employees from the first reserve pool may be integrated into each of the permanent and additional gangs.
- D)** i) An M.E.A./Union committee for gangs is formed and will include two representatives from each party.
- ii) The objectives of the committee are to:
- a) participate in the choice of candidates who applied to become a member of a gang and suggest the name of a replacement should there be a vacancy within the gang;
  - b) participate in the nomination of members for each of the gangs;
  - c) counsel the employer concerning the evolution of said gangs and the efficient operation of the gang system.
  - d) all final decisions are to be made by the employer.
- E)** i) Any foreman vacancy within a gang will be filled by naming to that position an employee who holds the CM classification in primary and the latter will remain at that position until the return of the gang foreman;
- ii) When a gang foreman is required temporarily as a walking boss, he will be replaced in accordance with the procedure stipulated in Article 9.14 E)i.

**9.15**

- a)** The manning and dispatch of the workforce in the Bulk and Bulk-Contrecoeur Sectors will be determined by the employers and in sufficient number to ensure that the work is safe and efficient, and is in accordance with practice in these sectors.

Moreover, it is agreed that past practice will apply when no relief worker is required for handling said bulk cargo.

- b)** However, the following workforce will be used when relief workers are required in handling bulk cargo.

- i) when using a loader on wheels, a bulldozer, an hydraulic shovel, a signalman and a ship's crane.

2	employees for	1	work station
3	employees for	2	work stations
5	employees for	3	work stations
6	employees for	4	work stations
8	employees for	5	work stations
9	employees for	6	work stations
11	employees for	7	work stations
12	employees for	8	work stations

14	employees for	9	work stations
15	employees for	10	work stations, etc.

ii) when using a mobile crane:

2 operators per crane

iii) when using manual workers:

2	employees for	1	work station
3	employees for	2	work stations
4	employees for	3	work stations
5	employees for	4	work stations
7	employees for	5	work stations
8	employees for	6	work stations
9	employees for	7	work stations
10	employees for	8	work stations, etc.

iv) when using a loading tower with only one cabin in operation:

2 CTOUR per tower

v) when using a loading tower with two (2) cabins in operation:

3 CTOUR per tower

## 9.16

a) It is agreed that Management may, at its discretion, order that work be carried out, without interruption, regarding the following operations:

- Roll-on/Roll-off
- Container terminals
- Passenger ships
- Bulk cargo (including sugar and scrap)

b) Operators of gantry cranes, mobile cranes, bulldozers and heavy lift equipment, as well as signalmen for gantry cranes required to work without interruption, will be relieved in the following manner:

I - Gantry crane, mobile cranes, bulldozers and gantry crane signalmen

2 longshoremen per machine or work station

II - Heavy lift equipment

2	longshoremen for	1	machine
3	longshoremen for	2	machines
5	longshoremen for	3	machines
6	longshoremen for	4	machines
8	longshoremen for	5	machines
9	longshoremen for	6	machines
11	longshoremen for	7	machines
12	longshoremen for	8	machines
14	longshoremen for	9	machines
15	longshoremen for	10	machines
etc...			

c) In the case of employees who are not assigned to the operation of mechanized equipment, their relief is determined by following the same proportion described in Article 9.16 b) for "heavy lift equipment".

## 9.17

During the life of the collective agreement, and in the best interests of the Port, the parties agree to discuss any problem regarding new operations that could be done using the relay method. In case of disagreement on this subject, the parties agree to submit the matter to the arbitration procedure.

## 9.18

All containers consigned to maritime companies are filled and emptied within the limits of the port.

## **ARTICLE 10**

### **EFFICIENT METHODS OF OPERATION**

#### **10.01**

Cargo shipments may be strapped, palletized or containerized in the sheds, on the dock, or in the hold of the ship.

#### **10.02**

The four (4) corners of a hold may be worked at the same time, as long as the work can be done in accordance with occupational health and safety standards and regulations.

#### **10.03**

More than one (1) lift truck may be used in a hold provided that health and safety regulations and standards concerning carbon monoxide and other working conditions are strictly enforced.

#### **10.04**

Hatches may be opened or closed and gear may be rigged by a ship's crew before, during or after any work period without penalty. This Article does not prevent employees from performing such work during the work period, if they are so required.

#### **10.05**

The slings, lifting equipment, gear and working methods must satisfy the applicable standards described in the regulations relating to lifting equipment and regulations relating to gear of the Canada Shipping Act as well as to the arbitration decisions rendered regarding the safety of longshoremen in this regard.

#### **10.06**

Any dispute concerning the establishment of the reasonable size and weight of a slingload will be dealt with according to Part II of the Canada Labour Code.

#### **10.07**

The use of ship's gear for handling equipment on or off a vessel, or opening and closing of hatches, shall not be considered the loading or unloading of cargo.

## **ARTICLE 11**

### **HEALTH & SAFETY**

#### **11.01 TERMS**

The parties recognize that the provisions of Part II of the Canada Labour Code and its regulations are an integral part of this collective agreement. The parties agree that these legal provisions are a minimum and all attempts must be made to eliminate all threats to the health and safety of employees and collaborate to this effect.

The M.E.A. and the companies recognize that health and safety Union representatives have a major role to play in reaching this objective.

#### **11.02 SETTING-UP OF LOCAL HEALTH AND SAFETY COMMITTEES**

- a) The parties agree to set-up health and safety committees for each of the following work sites:

S.T.M.G.	Termont
Logistec	Ceres
Contrecoeur	M.E.A. (linesmen)
Empire	

and in any new workplace which might be established during the duration of this collective agreement, including those resulting from a decision of the Canada Industrial Relations Board expanding the Union's jurisdiction.

#### **11.03 HEALTH AND SAFETY DELEGATES AND STRUCTURE OF LOCAL HEALTH AND SAFETY COMMITTEES**

- a) Employees who are health and safety delegates are appointed by the Union. A health and safety delegate can fulfil 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 Maritime Employers Association and the companies undertake to inform a member of the local committee or, in his absence, a health and safety delegate, of any accident or refusal to work that occurs at a worksite and this as soon as the employer becomes aware of such an occurrence, whether or not there is a work stoppage. In such cases, the employees' representative helps the employee(s) involved.

Members of local health and safety committees representing the employees are appointed by the Union among the health and safety delegates. The employees' representatives may not act as such when they are assigned to crane work;

- b) Health and safety delegates attend courses of three (3) days maximum including Part II of the Canada Labour Code as well as the basic first aid course. The M.E.A. will pay on job security the hours spent on these courses for each of these employees.
- c) Each of the local health and safety committees will comprise a maximum of three (3) representatives from each of the parties.
- d) Logistec's local committee including one (1) member representing the bulk sector and one (1) member representing the conventional cargo sector;
- e) S.T.M.G.'s local committee includes one (1) member representing Section #62 and one (1) member representing section #77;
- f) A representative of the grain sector is present at the health and safety committees of the companies that are involved in such operations and this at a maximum frequency of nine (9) times a year;
- g) i) Each company frees a maintenance employee to participate in the meetings of their local committee. This employee is remunerated at the applicable rate.
- ii) S.T.M.G. frees a maintenance employee from each section. They are remunerated at the applicable rate.

- h)** Each local committee includes a co-president designated by the Union, taken from the members of the committee representing the employees, and one co-president designated by the employer;
- i)** The Union supplies the employer with the names of the employee representatives on said committees within five (5) days of their selection and must replace vacancies within thirty (30) days;
- j)** Each company must supply health and safety employee representatives with an adequate place for meetings. This location must include a table, chairs and filing cabinets and be otherwise adequately set-up.
- k)** The employer remunerates one (1) employee to participate in local health and safety committee meetings, except in the cases described at d) and e), where two (2) employees are remunerated.

#### **11.04 PURPOSE BEHIND LOCAL HEALTH AND 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.

#### **11.05 DUTIES OF LOCAL HEALTH AND SAFETY COMMITTEES**

Local Committees must:

- a)** receive, take into consideration and quickly dispose of complaints and suggestions concerning the industrial and occupational health and safety of the employees they represent;
- b)** keep a log of all decisions taken following complaints filed by the employees they represent;
- c)** cooperate with professional health services which serve the workplace.
- d)** promote prevention and training programs in industrial and occupational health and safety and insure their follow-up in their workplace;
- e)** participate in all inquiries, investigations and inspections concerning industrial and occupational health and safety and, if necessary, consult with qualified professionals or technicians;
- f)** promote measures and procedures to protect and improve industrial and occupational health and safety;
- g)** supervise, on a regular basis, industrial and occupational health and safety programs, measures and procedures;
- h)** ensure that occupational accidents, injuries and health risk registers are kept up to date and supervise all related data;
- i)** be advised of all occupational accidents which occurred in their sector in any given month, examine the causes related to such accidents and recommend appropriate preventive measures;
- j)** cooperate and collaborate with safety officers, Human Resources and Skills Development Canada (HRSDC) and Transport Canada representatives as well as with members of the Coordinating Committee;
- k)** obtain from the M.E.A. and the companies the information they deem necessary to identify actual and eventual risks which might exist in the workplace, the gear, the methods of work and the equipment;
- l)** have unrestricted access to government reports on occupational and industrial health and safety concerning the employees they represent, except for a person's medical file, unless authorized to do so by that person;

- m)** forward copies of all recommendations, reports, investigations or any other document to the industrial and occupational health and safety coordinating committee;
- n)** participate in the identification and evaluation of risks tied to work areas and to work executed by employees as well as in the identification of contaminants and hazardous substances present in the workplace;
- o)** recommend to the coordinating committee the equipment and individual protection measures required which, while complying with regulations, are best adapted to the needs of the employees at any given workplace;
- p)** receive the inspection reports and directives from Human Resources and Skills Development Canada and Transport Canada, study them and ensure their follow-up.

#### **11.06 LOCAL HEALTH AND 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-presidents of that local committee.

Each of the local committees meets on other occasions, according to need and even not during hours of work.

Quorum for local health and safety committees is one 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 one (1) a year.

#### **11.07 SECRETARY**

A secretary is made available to each of the local health and safety committees by the employer in order 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-presidents;
- ensure that a meeting room is available to the local committee;
- the secretary's role will be limited to the duties described above.

#### **11.08 RESOURCE PERSONS**

Of a common accord, the two (2) co-presidents 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.

#### **11.09 AGENDA**

The agenda is prepared under the direction of the two co-presidents and distributed to members at least one week preceding the meeting. The agenda will be posted at the workplace in an area designated by the local committee in order that all interested employees are aware of its content.

#### **11.10 MINUTES OF LOCAL COMMITTEE MEETINGS**

The minutes of a local committee meeting will be prepared and distributed to members of said local committee within ten (10) days following the meeting. Once adopted by the representatives of each party, the minutes are posted at the workplace in an area designated by the local committee. A copy of the minutes is forwarded to the M.E.A. and to the Union. A copy will be forwarded to Human Resources and Skills Development Canada and Transport Canada, if they so request.

#### **11.11 WAGES AND SOCIAL BENEFITS**

Members of a local committee or their replacements may be absent from work to fulfil the requirements of their duties within that committee, notably to participate in meetings; the hours thus spent will be considered as hours worked.



## **11.12 ASSIGNMENT OF HEALTH AND SAFETY DELEGATES**

For dispatch purposes, all health and safety delegates will be assigned in accordance with the applicable dispatch lists stipulated in Article 7 of this collective agreement without considering their duties as delegates or members of a committee.

## **11.13 HEALTH AND SAFETY COURSES**

The M.E.A. continues to give health and safety courses to employees who are members of the Union, after consulting with the coordinating committee. The identity of the health and safety professionals giving these courses will be communicated to the Union.

## **11.14 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.

## **11.15 OCCUPATIONAL HEALTH AND SAFETY COORDINATING COMMITTEE**

- a)** The parties agree to form an Occupational Health and Safety Coordinating Committee;
- b)** This committee is composed of a maximum of three (3) representatives from each party. The representatives of each of these parties may appoint resource persons they consider necessary after advising the other party within three (3) working days preceding the meeting of said committee. These resource persons will be paid by the party inviting them to participate;
- c)** This committee meets at the request of one of the parties when the situation warrants a meeting. The employer representatives will prepare the minutes of the meetings and will ensure that a copy is forwarded to each committee member and to the Union;
- d)** The committee meets during normal hours of work. The regular members of the coordinating committee appointed by the Union and who are not permanent officers of the Union will be paid by the M.E.A. for their attendance at meetings and other work of the committee at the wage rate provided in the collective agreement.

## **11.16 PURPOSE OF THE COORDINATING COMMITTEE**

The purpose of the coordinating committee is to prevent all industrial and occupational health, safety and physical integrity problems which are specific to the workplace of the employees covered by the collective agreement. It assists and directs local committees in reaching their objectives and ensures the coordination of industrial and occupational health and safety activities.

## **11.17 DUTIES OF THE COORDINATING COMMITTEE**

- a)** Sanction the industrial and occupational health and safety prevention and training program;
- b)** When it is impossible to eliminate the danger at its source, choose the prescribed safety means, gear, equipment, devices and clothing, whether individual or collective, which are most susceptible to protect the health and safety of employees, keeping in mind the recommendations of the local committees;
- c)** Establish its own priorities and timetables that it considers appropriate depending on the importance or urgency of the cases to be dealt with during its mandate;
- d)** Ensure that recommendations from local committees which apply to all committees are passed along;
- e)** Forward to Human Resources and Skills Development Canada and Transport Canada the information they require;
- f)** Receive copy of instructions and inspection reports from Human Resources and Skills Development Canada and Transport Canada and communicate said reports to the other local committees;

- g) Receive copy of occupational accident reports, whether or not the accident resulted in an absence from work, analyze and compile them, and formulate for local committees recommendations concerning the preventive measures to be applied;
- h) Support and assist local committees in fulfilling their mandate and ensure the coordination of their activities.

#### **11.18 MINUTES OF COORDINATING COMMITTEE MEETINGS**

Minutes will be prepared and distributed to members of the coordinating committee within ten (10) days following the meeting. Once adopted by the representatives of each party, these minutes will be posted at the workplaces in an area designated by each of the local committees. A copy is also forwarded to Human Resources and Skills Development Canada and Transport Canada, if they so request.

#### **11.19 RESOURCE PERSONS**

Of a common accord, the coordinating committee appoints resource persons such as professionals, technicians or any other person who might assist the committee in fulfilling its mandate. The honorarium for these resource persons, when required, will be paid in their entirety by the M.E.A.

#### **11.20 PROTECTIVE EQUIPMENT AND CLOTHING**

- a) Past practice at each employer's workplace will continue to apply as it pertains to the supply of all protective equipment or apparel;
- b) The employer will reimburse all employees covered by job security as well as those employees part of the first reserve pool, with the exception of employees covered by articles 28 and 31, the sum of two hundred and sixty dollars (\$260) maximum towards the purchase of safety boots, every two years as of the date of the signing of the collective agreement, upon presentation of proof of purchase.

All employees described in the preceding paragraph, with the exception of employees stipulated in article 11.20 c), may use this sum to purchase rubber overshoes;

- c) Rubber overshoes are supplied to employees who have a primary classification requiring them to work in mud or in water in the Contrecoeur and bulk Sectors;
- d) In the discharge of their duties, all employees are required to use the prescribed safety gear, equipment, devices and clothing supplied by the employer and chosen by the Coordinating Committee to ensure their protection.
- e) When an employee's clothing is damaged during work, management, on presentation of proof, will compensate said employee within a maximum of one (1) week.

Each time such damage occurs, the employee involved must inform without delay his immediate superior so that the latter may immediately notify the M.E.A. who will send a representative to verify the damage.

Any dispute between the parties as to the value of damages may be subject to a grievance.

#### **11.21 INDUSTRIAL SAFETY REPRESENTATIVE**

The M.E.A. and the companies acknowledge the person designated by the Union as the industrial safety representative. The salary of the industrial safety representative will be the equivalent of forty-eight (48) hours per week at time and one half the basic rate to allow the industrial safety representative to perform this work.

The employer will reimburse the Union a maximum amount of one thousand and two hundred dollars (\$1,200) annually, on presentation of supporting documents, to allow the industrial safety representative to participate in meetings and symposiums on health and safety, on the I.S.P.S. Code and/or the Canadian Marine Advisory Council (C.M.A.C.).

Moreover, the employer will reimburse the Union a maximum amount of seventy dollars (\$70) monthly, on presentation of supporting documents) to cover the costs of a cellular phone for the industrial safety representative.

The industrial safety representative:

- a) participates in the Health and Safety Coordinating Committee and may sit at all of the meetings held by the local committees;
- b) assists the employee representatives to execute their occupational and industrial health and safety mandate.
- c) is immediately notified of all refusals to work or accidents that occur at a worksite as soon as the employer becomes aware of them, whether or not there is a work stoppage. In such cases, the safety representative helps the employee(s) involved. He participates in the investigation or delegates another person to do so.
- d) when there is an accident at a worksite, helps the worker fill in the CSST form as well as any other pertinent document.
- e) informs the worker on safety measures and makes sure that workers understand occupational health and safety regulations.
- f) participates in all occupational and industrial health and safety investigations and inspections and, if required, seeks the advice of professionally and technically qualified persons.

#### **11.22 MEASURING EQUIPMENT**

The M.E.A. provides the various local committees, the coordinating committee and the Union's industrial safety representative with the necessary gauges, measuring and detecting equipment which might be useful in fulfilling their mandate and for intervention purposes.

A list of all available equipment is supplied to the Union upon demand.

#### **11.23 TRAINING IN HEALTH AND SAFETY**

- a) The M.E.A. and the companies recognize the importance of training employees in occupational and industrial health and safety. Two thousand (2,000) credit hours annually, excluding the hours of training provided by Human Resources and Skills Development Canada and the basic first aid courses, will be provided to the Union for occupational and industrial health and safety training activities.

These credit hours will be used for training representatives designated by the Union for the various local committees and the coordinating committee.

The hours not utilized for training representatives for the various committees will be used for health and safety training sessions given to the employees by the Union.

#### **11.24 INVESTIGATIONS RELATIVE TO RISKS**

- a) When the Union's co-president on the local health and safety committee alleges a significant health hazard because of air or noise pollution, the employer, in the presence of a health and safety delegate, investigates and applies without delay the provisions of the regulations concerning occupational health and safety in Part II of the Canada Labour Code;
- b) If the investigation recommends a medical examination, the employer maintains the right to consult a physician to verify the necessity of such an examination;
- c) If the physician confirms the necessity of an examination, said examination can be done by the physician designated by the employer or by a physician chosen by the employee. If the employee does not use the services of a physician designated by the employer, the employer will pay the amount that would have cost the employer for said examination. When the employee uses the services of a physician of his choice for the industrial examination, the results of this examination that are required to work are forwarded to the physician designated by the employer;

- d)** If the employer insists on having the employer examined by the physician designated by the employer, there is be no loss of salary for the employee;

#### **11.25 LOCKOUT PROCEDURE**

The locks and keys used for the lockout procedure are supplied to all employees who use this procedure in accordance with Part II of the Canada Labour Code.

## **ARTICLE 12**

### **REST AND WAITING ROOMS**

#### **12.01**

Rest rooms must be made available to employees in the sheds or buildings near the docks for the purpose of storing their clothes, tools and lunch boxes.

#### **12.02**

These rooms will be built in accordance with existing regulations and provide a sufficient number of metal lockers to be used by employees working in that area. Only employees working to load and unload ships will be admitted to these rest rooms.

#### **12.03**

Rest rooms should be provided with showers, at least in the grain, dirty cargo or bulk handling areas.

## **ARTICLE 13**

### **JOB SECURITY AND HIRING OF EMPLOYEES**

#### **A) List of employees covered by job security**

##### **13.01**

- a)** All employees whose names appear in Appendix "A" represent the group of employees presently covered by the job security plan.

This list includes seven hundred and fifty (750) employees and any departure, death, retirement or early retirement will be replaced in accordance with the terms of the collective agreement.

However, this replacement or addition cannot take place until the number of employees stipulated in Article 16.01 has not been filled, except for candidates whose hiring has not been finalized for medical reasons.

- b)** It is agreed that, at the end of each calendar year, the M.E.A. will review the number of employees to be included in the list of employees covered by job security as stipulated in Article 13 for the period starting at the beginning of the next summer season to the end of the subsequent winter season. This number may vary between 750 and 825. The number of employees is determined in the following manner:

- i) The reference number for hours of work from Monday to Friday is set at 1,170,935 hours, based on seven hundred and fifty (750) employees.
- ii) The hours of work will be those worked from Monday to Friday by regular employees (Status 1), permanent employees (Status 3), members of the first reserve pool (Status 4-1, 4-2), of the second reserve pool (Status 4-4), the availability list (Status 8) as well as trainees and holders of white cards (Status 9).

Furthermore, the hours of work from the preceding paragraph are defined as follows:

- hours worked from Monday to Saturday that are counted in the job security calculation for regular employees (Status 1) covered by a six (6) day employment guarantee. The hours of work on Saturday (not including fishing) added to the hours of work from Monday to Friday and used in the calculation of job security as defined in articles 15.02 and 15.03, cannot exceed the employee's weekly work guarantee level.
  - hours worked from Sunday to Saturday that are counted in the job security calculation for regular employees (Status 1) covered by a seven (7) day employment guarantee. The hours of work on Saturday and Sunday (excluding fishing) added to the hours of work from Monday to Friday and used in the calculation of job security as defined in articles 15.02 and 15.03, cannot exceed the employee's weekly work guarantee level.
- iii) If the number of hours of work for the past year is inferior to the reference number of hours of work provided for in the preceding paragraph i), then the difference between the two aforementioned amounts will be divided by 3000. The result of this calculation deleted by 750 will represent the number of employees to be covered by job security (minimum 750).

If the present number of employees covered by job security is inferior to the result of the last calculation, the M.E.A. will proceed with the necessary hiring.

- iv) If the number of hours of work of the past calendar year is superior to the reference number of hours of work provided for in the preceding paragraph i), then the difference between the two aforementioned amounts will be divided by 3000. The result of this calculation to which will be added 750 will represent the number of employees to be covered by job security (maximum 825).

If the present number of employees covered by job security is inferior to the result of the last calculation, the M.E.A. will proceed with the necessary hiring.

- v) No departure, death, retirement or early retirement will be replaced for the period between the beginning of the next summer season until the end of the subsequent winter season, unless the number of employees covered by job security is inferior to the calculation stipulated in the preceding paragraphs iii) or iv).
- vi) No departure, death, retirement or early retirement will be replaced for the period from December 1 to December 31 if the number of hours of work at November 30th of the current year is inferior to the number of hours of work at November 30th of the preceding year.
- vii) No departure, death, retirement or early retirement will be replaced for the period from January 1 to the beginning of the job security summer season, if the number of hours of work of the past calendar year is inferior to the number of hours of work of the year preceding the past year.

### **13.02**

A member of Local 375 fulfils all conditions of eligibility to job security while he is a Union representative paid full time by the Union. It is agreed that these persons will not receive the benefits of the job security plan during the year in which they are Union officers. These persons will be eligible to the job security plan when their mandate as a Union Officer is terminated. The same principle applies to all employees covered by job security who have a written permission to be absent from work in order to continue their studies.

An employee covered by job security may, with the employer's permission, act as a part-time Union representative; said permission will not be unduly refused. All hours worked as a part-time Union representative will be considered as hours worked in accordance with the terms of this collective agreement.

The provisions contained in the above paragraphs also apply to employees covered by this collective agreement who are employed on a permanent basis by the Social Security Plan or by the Caisse Desjardins (credit union) of the employees for the longshoremen of the industrial sector (Montreal).

### **13.03**

All employees whose names do not appear in Appendix "A" or all employees hired during the term of the collective agreement will not be covered by job security. Furthermore, any employee who:

- a) voluntarily resigns, or
  - b) is discharged and is not reinstated by the grievance procedure, or
  - c) overstay a leave of absence without reasonable cause, or
  - d) retires, or
  - e) who has attained the normal retirement age of sixty-five (65) at December 31 of the current year,
- will cease to be covered by job security.

### **13.04**

Inasmuch as is permissible by law, hours paid by the job security plan will be considered as hours worked for the purpose of the Social Security Plan, the Quebec Pension Plan, Employment Insurance Regulations, the Quebec Health Insurance and the Vacation Plan.

### **13.05**

- a) If, in Management's opinion, it becomes necessary to increase the number of employees on job security during the life of this collective agreement, these new employees will be chosen among the employees of the first reserve pool (Appendix "B"), keeping in mind the priority status.
- b) Employees newly admitted to the job security plan will benefit from the guarantee stipulated in Article 15.01 c) or d). They will be submitted to a probationary period of four hundred and eighty (480) hours worked. They will belong to Group III or IV of the list appearing in Appendix "A".

## **B) Hiring of New Employees**

### **13.06**

For the purpose of recruiting new employees, the employer will consider only the candidates referred by the Union provided that:

- a)** in so doing, the employer can meet all its legal obligations and/or conform to all pertinent government directives (i.e. Bill C-62, Canadian Human Rights Act), and
- b)** within two (2) weeks of a written request by the employer, the Union can refer a sufficient number of candidates to meet the needs as to the number of employees and other requirements enumerated by the employer.

Failing which, the employer may obtain its candidates from any other available source but not before having given a written notice to the Union giving it a supplementary delay of five (5) days to conform to conditions of paragraph (b).

The parties recognize that the employer is solely responsible for the hiring of new employees including being responsible for all aspects of the administration of hiring procedures and programs.

### **13.07**

The following administrative procedure applies to the hiring of any new employee, except specialized employees described in Article 28 of the collective agreement. A new employee is any person who at the signing of the collective agreement is not listed in Appendix "A" or the first reserve pool list in Appendix "B":

- a)** after having completed a form to this effect, new employees will be hired in the reserve pool when the employer, after consultation with the Union, deems it necessary;
- b)** the employer will convene candidates for an interview, which the Union will attend. If at the date chosen by the employer for the interview the Union is unavailable, the interview may proceed in the Union's absence;
- c)** candidates will be required to successfully pass an evaluation of their qualifications in the operation of equipment and their aptitude to eventually receive training to operate heavy machinery; the evaluation procedures will be determined by the employer after consultation with the Union and the Union will be informed of the results;
- d)** candidates must meet physical and medical requirements established by the employer for longshoring work;
- e)** candidates who successfully pass all of the tests, interviews, exams and evaluations for the lift truck operator and truck operator training will be added to second reserve pool list in Appendix "B".

The administration and content of these evaluation tests to which new employees are submitted are solely the employer's responsibility.

### **13.08**

- a)** All employees of Appendix "B" who are members of the first reserve pool and of the second reserve pool, respectively, have to hold the OLIFT and OTUGM classifications and all manual classifications.
- b)** Training of employees in the first reserve pool or the second reserve pool in Appendix "B", except for the OLIFT classification, will be done during working hours and will be paid.

### **13.09**

Only a new employee who successfully passed the various tests and exams mentioned in the preceding paragraphs will become a member of the Union.

### **13.10**

All new employees will be submitted to a probationary period of 480 hours of work.



## **ARTICLE 14**

### **HOURS OF CALL AND WORK PERIODS**

#### **14.01**

The port will be closed from 7:00 to 11:00 for Union meetings on the following dates:

the third Sunday of February	2013	2014	2015	2016	2017	2018
the third Sunday of April	2013	2014	2015	2016	2017	2018
the third Sunday of June	2013	2014	2015	2016	2017	2018
the third Sunday of September	2013	2014	2015	2016	2017	2018
the third Sunday of November	2013	2014	2015	2016	2017	2018

On the aforementioned days, calls for a period of four (4) hours without the meal hour with possibility of an extension as stipulated in Article 14.03 will be made for 11:00, 11:30, 12:00 or 13:00. As for shift work, the call will be given for 11:00.

Notwithstanding the preceding paragraph, the loading and unloading of passenger ships can be done during union meetings. The Union will be notified seventy-two (72) hours prior, except in emergencies, at which time the M.E.A. must notify the union as soon as possible.

Notwithstanding the preceding paragraph, the employer may lower the masts and start the machinery to allow work to begin as soon as the employees arrive.

#### **14.02**

Subject to the exemptions stipulated in this collective agreement, all calls include a guarantee of eight (8) consecutive hours of work (with the exception of a meal period) remunerated at the basic wage rate, except for calls as stipulated in Articles 14.01 (which include a four (4) hour guarantee) and 14.04, which include only a four (4) hour guarantee. Furthermore, said guarantees do not apply when the provisions of Articles 24.05 b) and 24.05 c) apply.

#### **14.03**

The hours of work, of rest and meal hours for operations are as follows:

##### **A) Terminal, Conventional and Container (Ocean and Coastal) Work:**

Note: This is work other than what constitutes loading and unloading ships.

##### **1. Conventional Terminal (ocean and coastal):**

##### **i) SUMMER SCHEDULE (from March 2 to November 30)**

Work Periods	Meal Periods	Rest Periods
07:00 to 11:00 12:00 to 16:00*	08:30 to 09:00 13:45 to 14:15	11:00 to 12:00

\* extension allowed for receiving and shipping conventional cargo only (not containerized) between 16:00 and 17:00

OR

Work Periods	Meal Periods	Rest Periods
07:00 to 10:30 11:30 to 15:00*	10:30 to 11:30	15:00 to 16:00
15:00 to 18:30 19:30 to 23:00	18:30 to 19:30	23:00 to 24:00

\* extension allowed for receiving and shipping conventional cargo only (not containerized) between 16:00 and 17:00.

ii) **WINTER SCHEDULE (from December 1 to March 1)**

Work Periods	Meal Periods	Rest Periods
07:00 to 11:00 12:00 to 16:00*	08:30 to 09:00 13:45 to 14:15	11:00 to 12:00

\* extension allowed for receiving and shipping conventional cargo only (not containerized) between 16:00 and 17:00

**OR**

Work Periods	Meal Periods	Rest Periods
07:00 to 12:00 13:00 to 15:30*	09:00 to 09:30	12:00 to 13:00
15:30 to 20:30 21:30 to 24:00*	17:30 to 18:00	20:30 to 21:30

\* extension allowed for receiving and shipping conventional cargo only (not containerized) between 15:30 and 16:30.

2. **Container Terminals (Ocean and Coastal)**

Note: This is work other than what constitutes loading and unloading ships.

Work Periods	Meal Periods	Rest Periods
07:00 to 11:00 12:00 to 16:00	08:30 to 09:00 13:45 to 14:15	11:00 to 12:00

**OR**

Work Periods	Meal Periods	Rest Periods
07:00 to 12:00 13:00 to 15:30	09:00 to 09:30	12:00 to 13:00
15:30 to 20:30 21:30 to 24:00	17:30 to 18:00	20:30 to 21:30

B) **Conventional Work in General (Ocean, Passenger and Coastal)**

i) **SUMMER SCHEDULE (from March 2 to November 30)**

Work Periods	Meal Periods	Rest Periods
07:00 to 10:30 11:30 to 15:00*	10:30 to 11:30	15:00 to 16:00
15:00 to 18:30 19:30 to 23:00*	18:30 to 19:30	23:00 to 24:00

\* extension to finish ship only

i.e. 15:00 to 16:00  
23:00 to 24:00  
(1 hour guaranteed)

or

16:00 to 19:30  
24:00 to 03:30  
(4 hours guaranteed)

ii) **WINTER SCHEDULE (from December 1 to March 1)**

Work Periods	Meal Periods	Rest Periods
07:00 to 12:00 13:00 to 15:30*	09:00 to 09:30	12:00 to 13:00
15:30 to 20:30 21:30 to 24:00*	17:30 to 18:00	20:30 to 21:30

\* Extension to finish ship only.

i.e. 15:30 to 16:30  
24:00 to 01:00  
(1 hour guaranteed)

or

16:30 to 20:00  
01:00 to 04:30  
(4 hours guaranteed)

C) **Work – Coastal Containers**

Work Periods	Meal Periods	Rest Periods
07:00 to 15:30* 15:30 to 24:00*	12:00 to 13:00 20:30 to 21:30	09:00 to 09:30 17:30 to 18:00

\* Extension to finish ship only:

i.e. 15:30 to 16:30  
24:00 to 01:00  
(1 hour guaranteed)

16:30 to 20:00  
01:00 to 04:30  
(4 hours guaranteed)

**D) Shift Work – Operations in accordance with Article 9 (Containers, Ro-Ro, Bulk, Sugar and Passengers)**

Work Period	Extension to finish ship only	
07:00 to 15:00 * 15:00 to 23:00 23:00 to 07:00	15:00 to 17:00 23:00 to 01:00 07:00 to 09:00 (2 hours guaranteed)	17:00 to 19:00 01:00 to 03:00 09:00 to 11:00 (2 hours guaranteed)

\* Extensions of one or two hours for the reception and delivery of containers by city trucks, from 15:00 to 16:00 (1 hour guaranteed) or from 15:00 to 17:00 (2 hours guaranteed). During these extensions, employees dispatched to "J" classifications will have priority. This practice will continue to be applicable when using extensions. The present extension will not be applicable when there is a night shift.

**1.** The employer may take advantage of the first extension period of two (2) hours following a work period other than the ones provided for the finishing of a ship when the expected date of departure of the ship could be compromised inevitably, and this in the following cases:

- i) Serious event and of force majeure or a series of serious events and of force majeure and totally beyond the control of the employer, which occur during the work period and which significantly and decidedly have an effect on loading and unloading operations on the ship during that shift;
- ii) Malfunction of the gantry crane or the mobile crane used during the work period to load or unload the ship and occurring during the work period and which significantly and decidedly has an effect on the loading and unloading operations on the ship during that shift. No other malfunction of equipment or machinery can justify an extension;
- iii) Malfunction of the ship's equipment which is essential to the operations, which occurs during the work period and which significantly and decidedly has an effect on the loading and unloading of the ship during that shift;

In the aforementioned cases, the employees involved will be advised at least two (2) hours in advance.

**2. Special Schedule – delivery/reception of containers by "city trucks" for container terminals**

The employer may use the work schedule of 06:00 to 15:00 for his operations of delivery or reception of containers by "city trucks" on container terminals in accordance with the following terms and conditions:

- i) The use of this work schedule for the delivery/reception excludes the possibility for the employer to use another schedule for its delivery/reception except the schedule stipulated in Article 14.03 D) above;
- ii) When required, this schedule must be used for a minimum period of five (5) days per week from Monday to Friday;  
  
If one of these days is a statutory holiday according to the provisions of the present collective agreement, the employer may exclude that day from the minimum period required for this schedule;
- iii) The number of employees required in the same classification during the use of this schedule cannot vary during the same week;
- iv) Employees will be assigned in the same proportion as stipulated in Article 9.16 b);
- v) Employees thus dispatched may only be assigned between 06:00 and 07:00 for the delivery/reception of containers by "city trucks";

- vi) No employee on a night shift may be transferred to other duties between 06:00 and 07:00 as a result of using the special schedule;
- vii) Assignments are offered in accordance with the regular dispatch procedure;
- viii) A sufficient number of secondary classifications will be offered in accordance with seniority;
- ix) When using this special schedule, it is agreed that the employee thus required in primary may only be dispatched on a day shift on the preceding day;
- x) The employee required in primary will be informed when he is given his assignment the day before the start of the special schedule;
- xi) One (1) additional hour of work between 06:00 and 07:00 is considered equal to an extension and is not therefore fishing hour;
- xii) The additional hour of work between 06:00 and 07:00 will be paid at double time of the basic rate;
- xiii) The extensions of one or two hours provided for in article 14.03 D), regarding delivery or reception, are available for this special schedule. These hours are remunerates at one and a half times the basic rate;
- xiv) The employee who holds the primary classification corresponding to the special schedule is a member of one of the groups provided for in Article 7.03.

**E) Work on Grain**

Work Periods	Meal Periods	Rest Periods
07:00 to 11:00 12:00 to 16:00*	08:30 to 09:00 13:45 to 14:15	11:00 to 12:00

\* extensions according to needs:

either:        16:00 to 17:00  
                      (1 hour guaranteed)

or

                      17:00 to 21:00  
                      (4 hours guaranteed with rest period from 18:45 to 19:15)

During peak periods, the following alternative:

Work Period	Extension for ship only	Extension for ship only
07:00 to 15:00 15:00 to 23:00	15:00 to 17:00 23:00 to 01:00 (2 hours guaranteed)	17:00 to 19:00 01:00 to 03:00 (2 hours guaranteed)

**F) Bulk and Bulk-Contrecoeur Sectors**

Work Period	Extension for ship only	Extension for ship only

07:00 to 15:00 15:00 to 23:00 23:00 to 07:00	15:00 to 17:00 23:00 to 01:00 07:00 to 09:00 (2 hours guaranteed)	17:00 to 19:00 01:00 to 03:00 09:00 to 11:00 (up to a maximum of 2 guaranteed hours)
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Rest Period: A 15-minute rest period for each four (4)-hour work period for employees who have no relief.

Meal Period: 20 minutes between 11:00 and 12:00  
20 minutes between 17:30 and 18:30  
20 minutes between 02:30 and 03:30

When using these work periods, it is agreed that the manpower described in Article 9.15 b) will apply for any work linked to the loading or unloading of a bulk ship requiring continuous work of more than four (4) hours.

**G)** The work periods for employees working in the Bulk and Bulk-Contrecoeur Sectors may be delayed by one (1) hour without any change to the hourly rate.

If the employer takes advantage of the delayed work period, he cannot combine two (2) work periods during a same shift.

**H) Work on Passenger Ships**

<u>Work Period</u>	<u>Rest Period</u>	<u>Meal Period</u>
08:00 to 13:00 14:00 to 16:30*	10:00 to 10:30	13:00 to 14:00
16:30 to 21:30 22:30 to 01:00*	18:30 to 19:00	21:30 to 22:30

\* Extension to finish only

i.e. 16:30 to 17:30  
01:00 to 02:00  
(1 hour guaranteed)

**or**

17:30 to 21:00  
02:00 to 05:30  
(4 hours guaranteed)

**14.04 Coastal and Passenger Ships**

**a)** Assignments for coastal and passenger operations as well as terminal work linked to coastal operations only will include a guarantee of four (4) hours for three and one-half (3-1/2) consecutive hours of work, except when Articles 24.05 b) and 24.05 c) apply. These assignments may begin at 07:00, 11:00, 11:30, 12:00, 13:00 and 17:00 There are no extensions at the end of these four (4) hour assignments.

**b)** An employee can receive only one four (4) hour assignment for the following day from the dispatch centre at any one time.

**c)** Notwithstanding the above, work on passenger ships may also be assigned according to the 08:00 to 12:00 and 13:00 to 17:00 work schedule described below. The rest period may be moved to the end of the shift.

<u>Work Period</u>	<u>Rest Period</u>	<u>Meal Period</u>
08:00 to 12:00	09:30 to 10:00	12:00 to 13:00
13:00 to 17:00*	14:45 to 15:15	

**14.05**

Notwithstanding the above, the work period for employees assigned on passenger ships may be advanced or delayed for up to sixty (60) minutes. Calls for this type of assignment will include a guarantee of four (4) hours. When the starting time is advanced or delayed, the meal hour and the start of the next four (4) hour work period will also be shifted forward or backward for the same period of time.

Periods of work for employees assigned to all coastal operations provided for in article 14 may be delayed by one hour. A call for this type of operation includes a guarantee of four (4) hours or of eight (8) hours, as the case may be. Thus when there is delay in a work shift that includes a meal period, the meal hour and the break(s) are also delayed for the same period of time.

**14.06**

There must be a minimum rest period of ten (10) hours between the end of a work period and the beginning of another work period. However, following shift work in a container terminal, for ocean and coastal cargoes as well as for coastal-container assignments of four (4) hours, and for all assignments beginning on the midnight shift, this rest period will be for a minimum of twelve (12) hours. The limit in both cases does not apply in cases of fishing assignments. However, during the regular dispatch from Sunday night to Monday morning, the minimum rest period for employees of the first reserve pool is of eight (8) hours, as provided for in article 16.01.

**14.07**

If, during a work period, including an extension to finish, unfavourable climatic conditions or a breakdown of a piece of machinery essential to the work in progress or a power failure prevent the finishing of a ship expected during that work period, the employer may require the necessary manpower to continue to load or unload the ship on the next shift by so informing the Union. These hours of work will be assigned during the second (2nd) fishing dispatch between 05:00 and 06:00.

This required manpower may also be assigned directly from the hiring hall before the beginning of the work period. These hours of work thus assigned (8 hours of guarantee) are fishing hours, except for those employees who had originally been assigned at the hiring hall for the 07:00 shift and who, ultimately, are assigned to this operation.

**14.08**

An extension to finish may be used even if the securing of the ship has not yet begun or is ongoing.

**14.09**

Crane operators (except ship’s cranes) can be required to begin one (1) hour before the beginning of the work period.

**14.10**

It will be possible for the employer to order extras through the hiring hall if, during a work period, circumstances beyond the employer's control occur.

**14.11     Salt Delivery**

Notwithstanding the regulations stipulated in Articles 8, 17.01 and 20.13, employees required to deliver salt during the winter season may be assigned in accordance with the provisions of Article 14.12. This work is on a voluntary basis.

These assignments include a minimum guarantee of eight (8) hours and hours worked are not included in job security calculations.

## 14.12

The procedure for the delivery of salt stipulated in the present collective agreement in Article 14.11 is intended for employees who have LCHAR in primary and in secondary.

- a)** The priority list for calls is established as follows for each of the periods during which there is the possibility of salt delivery for the winter:

### **SUMMER SEASON**

The priority list established by seniority for the two (2) first weeks and afterwards by inverse order of converted hours;

If of equal value, seniority prevails.

### **WINTER SEASON**

Priority :

1. Regular – Winter List "B";
2. Regular – Winter List "A"

The priority list established by seniority for the two (2) first weeks and afterwards by inverse order of converted hours;

If of equal value, seniority prevails.

- b)** If there is a shortage among the volunteer LCHAR in primary and in secondary, the employer may then assign to work any other manpower.

The call procedure for salt delivery applies at all times, including non-working statutory holidays and union meetings (port closed), if required;

Calls to voluntary LCHAR are done directly by the superintendents or other management personnel of Logistec and must respect the call priority lists.

Voluntary employees are limited to only one fishing call per week, except if their status allows them to be called more than once (vacations, winter group "B", etc.)

- c)** A minimum guarantee of eight (8) hours applies to these calls.

The company may prolong the initial eight (8) hour period by one (1) additional period of four (4) hours, for a maximum of twelve (12) hours.

The schedule for rest and meal periods for the Bulk Sector are used for the initial eight (8) hour period.

A thirty (30) minute rest period is given prior to the additional four (4) hour period.

The work schedules for the eight (8) hour work periods are as follows:

07:00 to 15:00  
11:00 to 19:00  
15:00 to 23:00  
19:00 to 03:00  
23:00 to 07:00  
03:00 to 11:00

The employees are remunerated according to applicable rates stipulated in Appendix "C" of the present collective agreement for each four (4) hour segment.

- d)** Calls are strictly limited to the delivery of salt, except that employees may be called to free of snow their worksite and the area where salt is handled, in the case of calls during the night or if there is no work period already assigned during that shift.



- e)** The call lists are applicable from Sunday to Saturday.

The call lists are posted in the employees' restrooms of the Bulk Sector beginning on Friday.

It will be the longshoreman's responsibility to notify if he has already received a fishing assignment in that week or if he is still on the 10- or 12-hour rest period required between two (2) assignments.

- f)** Voluntary employees may give additional telephone numbers such as pagers, cellular phones, etc.

Employees may add or subtract their name from that list at any time.

When the name of a longshoreman is added, he is considered to have been put on the list on the Sunday following his request, if his request is made before Thursday morning.

The employee whose name is added to the list will be given the average number of hours worked by the other employees on the list so that he may find himself in the middle of the list.

- g)** Longshoremen with LCHAR in primary and in secondary are contacted beginning on October 15 by M.E.A. personnel who will ask them if there are interested in being contacted at all times for voluntary fishing assignments on salt for the winter salt delivery period.

The procedure is explained to them and, if they have any additional questions, they are referred to the union representative.

The lists are ready on the last Friday of October and take effect on the first Sunday of November each year.

## **ARTICLE 15**

### **JOB SECURITY PLAN**

#### **15.01**

- a)** Each employee whose name appears on the list in Group I of Appendix "A" is guaranteed the equivalent of sixteen hundred (1,600) hours over a forty (40) week period ending the last Saturday in December each year.
- b)** Each employee whose name appears on the list in Group II of Appendix "A" is guaranteed the equivalent of one thousand four hundred and forty (1440) hours over a forty (40) week period ending on the last Saturday of December 2010 and 2011.

Employees in Group II are covered by a weekly guarantee of thirty-six (36) hours during the forty (40) weeks ending on the last Saturday of December 2011. Afterwards, the weekly guarantee will continue according to the following conditions:

- 1.** Beginning in 2012, the weekly job security of employees in Group II will be revised every three (3) months in accordance with the following stipulations:
    - i)** When the total number of hours for the last twelve (12) months is greater than the hours in the year of reference 2009, the difference divided by one thousand six hundred (1600) hours will indicate the number of employees obtaining job security as provided in Article 15.01 a).
    - ii)** Should the number of hours be lower than in the year of reference 2009, the number of employees remaining covered by the 1440-hour job security, weekly guarantee of thirty-six (36) hours during the forty (40) weeks ending on the last Saturday of December, will be maintained.
  - 2.** Notwithstanding the foregoing, the employee who accedes to the provisions of Article 15.01 a), as a result of the calculation stipulated in the preceding paragraph 1 i), will retain this guarantee and will no longer be subject to the provisions of Article 15.01 b).
  - 3.** The year of reference upon which the calculations are based is the calendar year 2009. The hours of work are those worked from Monday to Friday by regular employees, permanent employees, those in the second reserve pool, those on the availability list, the trainees and white cards. The number of hours of work from Monday to Friday for the calendar year 2009 is set at 1,159,605 hours.
  - 4.** Starting in 2012, any employee of Group II whose seniority is inferior or equal to 760 is covered by a work guarantee of one thousand six hundred hours (1600 hours) as provided for in article 15.01 a).
- c)** It is understood that all employees of Appendix "A" that are identified as not entitled to job security, as well as employees who were part of the first reserve pool before the 31<sup>st</sup> of December 2012 and that accede to job security after the signature of the collective agreement, make up group III of Appendix "A".

Job security for group III employees is set out according to the following stipulations:

**1) One (1) to nine (9) years inclusively on the job security plan:**

Each employee of Group III who has from one (1) to nine (9) years inclusively on the job security plan is guaranteed the equivalent of one thousand four hundred and forty (1,440) hours. These employees are covered by a weekly guarantee of thirty-six (36) hours spread out over six (6) days, from Monday to Saturday inclusively, during a period stretching out over forty (40) weeks and ending on the last Saturday of December of each year.

**2) Ten (10) years and more on the job security plan:**

Each employee of Group III who has completed nine (9) years on the job security plan is guaranteed the equivalent of one thousand six hundred (1600) hours. These employees are covered by a weekly guarantee of forty (40) hours spread out over five (5) days, from Monday to Friday, during a period stretching out over forty (40) weeks and ending on the last Saturday of December of each year.

**d)** It is agreed that all employees acceding to job security after the signing of the collective agreement other than those defined in the preceding paragraph will be part of Group IV of Appendix "A".

1. The job security of employees in Group IV is established in accordance with the following stipulations:

**1) One (1) to four (4) years inclusively on the job security plan:**

Each employee of Group IV who has from one (1) to four (4) years inclusively on the job security plan is guaranteed the equivalent of one thousand two hundred and eighty (1280) hours. These employees are covered by a weekly guarantee of thirty-two (32) hours spread out over six (6) days, from Monday to Saturday inclusively, during a period stretching out over forty (40) weeks and ending on the last Saturday of December of each year.

**2) Five (5) to nine (9) years inclusively on the job security plan:**

Each employee of Group IV who has from five (5) to nine (9) years inclusively on the job security plan is guaranteed the equivalent of one thousand four hundred and forty (1440) hours. These employees are covered by a weekly guarantee of thirty-six (36) hours spread out over six (6) days, from Monday to Saturday inclusively, during a period stretching out over forty (40) weeks and ending on the last Saturday of December of each year.

**3) Ten (10) years and more on the job security plan:**

Each employee of Group IV who has completed nine (9) years on the job security plan is guaranteed the equivalent of one thousand six hundred (1600) hours. These employees are covered by a weekly guarantee of forty (40) hours spread out over five (5) days, from Monday to Friday, during a period stretching out over forty (40) weeks and ending on the last Saturday of December of each year.

## **15.02**

For the purposes of calculation, one (1) hour worked or offered counts as one (1) hour, whatever the applicable wage rate. Furthermore, all hours worked or offered from Monday to Friday, from Monday to Saturday inclusively or from Sunday to Saturday inclusively, as the case may be, inclusively during the forty (40) weeks of the job security guarantee will count in determining the level of guarantee. However, fishing hours worked on a voluntary basis as well as extension hours will not count.

Employees are limited to one fishing assignment per week, with the exception of employees on vacation. However, the latter will be allowed to flaunt the ten (10) and twelve (12) hour rest period rule only once a week between assignments. The fishing week for employees on vacation begins on Sunday and ends on Saturday.

## **15.03**

The guarantees referred to in Article 15.01 a), b), c) and d) shall be reduced for any reason of unavailability, including the following:

- a)** statutory holidays to a maximum of eight (8) hours per day;
- b)** vacations of forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be;
- c)** the imposition of disciplinary measures to a minimum of eight (8) hours per day, in accordance with the discipline code;
- d)** refusals or absences from work at the rate of not less than four (4) hours or of eight (8) hours per day according to the assignment and, if applicable, in multiples of four (4) hours or of eight (8) hours, from Monday to Friday inclusively, from Monday to Saturday inclusively or from Sunday to Saturday inclusively, as the case may be;
- e)** absences due to long-term disability or an accident at work covered under the C.S.S.T., or accidents covered by La Régie de l'assurance automobile or pursuant to the legislation for compensation of victims of criminal acts, to the extent of not more than eight (8) hours per day and forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be;
- f)** the case mentioned in Article 15.07 to a maximum of eight (8) hours per day and forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be.

## **15.04**     Administration

Each employee covered by the job security plan will receive maximum advances equivalent to forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be, less the deductions referred to in Article 15.03, if applicable. A laid-off employee, as defined in Article 15.08, will not be eligible for advances for each week of lay-off.

## **15.05**

Each week employees receive a statement describing their status in the job security plan.

## **15.06**     Limit of financial liability

The financial liability described in this Article is in no way the personal responsibility of the Directors of the M.E.A. nor the responsibility of the companies they represent within the M.E.A.

## **15.07**

Any case of "force majeure", which totally or partially interrupts operations mentioned in Article 1.09, will release the employer of any obligation pursuant to the job security plan.

## **15.08**

The M.E.A. may, each week, lay-off employees included in Appendix "A" who are covered by the job security plan and who are not required. The status of laid-off employees also applies to each employee included in Appendix "A" who, during a period of seven (7) days, from Sunday to Saturday, has not been assigned to work. The laid-off employees may be recalled subject to a three (3) day notice.

Notwithstanding the preceding paragraph, the M.E.A. will not lay off dispatchable employees whose seniority is between 1 and 450. On the other hand, if among this group some wish to take advantage of the lay-off program, the M.E.A. will consider their request.

Lay-offs are carried out among employees whose seniority is of 451 and above, by prioritizing inverse seniority in each of the primary classifications according to anticipated manpower needs or according to the recommendations of the Classifications Committee. The M.E.A. gives preference to an equitable sharing of the number of weeks of lay-offs during a same period of guarantee, in accordance with the availability of the employees. However, if among this group some would like to take advantage of the lay-off program, the M.E.A. agrees to consider their request.

Nevertheless the M.E.A. will maintain the supplementary Unemployment Benefit Plan, to be applied in cases of lay-off such as described in the preceding paragraph, which would supplement the Employment Insurance benefits up to 100% of the basic remuneration.

On the other hand, during the two weeks of shortage, employees will be remunerated by the M.E.A. the equivalent of thirty-two (32), thirty-six (36) or forty (40) hours in accordance with the level of guarantee, at base pay rate, less the part covered by the employment insurance provided for the third week of lay-off.

The provisions of this supplementary Unemployment Benefit Plan are indicated in the document explaining this Plan which is registered with the Unemployment Insurance Commission, copy of which appears in Appendix "D" of this collective agreement.

Each lay-off period reduces the level of guarantee of each employee for up to eight (8) hours per day and forty (40) hours per week or thirty-two (32) hours or thirty-six (36) hours, as the case may be.

## **15.09**

The job security plan in this collective agreement is based on the eligibility of employees to seasonal unemployment insurance benefits as well as to a supplementary employment benefit plan inherent to our industry.

In the event the government, by its laws or regulations, should abolish one or the other of these plans, the parties agree to reopen this collective agreement in its entirety and it will then be subject to negotiation.

## **15.10     Special Job Security Plan**

1. Any employee covered by the job security plan who wants to adhere to the special job security plan must forward his written request to the employer before November 1st of the year preceding the year in which he wishes to adhere to the special plan;
2. The M.E.A. stipulates the number of employees by primary classification and the total number of employees who can benefit from this special job security plan. The employer accepts in this plan employees on a seniority basis;
3. Each employee who adheres to this special job security plan will be guaranteed the equivalent of eight hundred (800), seven hundred and twenty (720) or six hundred and forty (640) hours according to the level of guarantee during a period of twenty (20) weeks beginning the first Sunday of May;
4. The reduction in guarantee as stipulated in Article 15.03 applies to this special plan, except for the provisions of paragraphs b) and e) of Article 15.03;
5. At the end of the twenty (20) week period, the employee is laid-off for a period of thirty-two (32) weeks without having the right to benefit from the supplementary employment insurance provided in Appendix "D";

6. The employee who adheres to this special plan will not be eligible to receive the weeks of vacation provided for in the collective agreement but will receive for that work period a vacation pay equivalent to the applicable vacation percentage;
7. The employee who no longer wishes to benefit from this plan must advise the employer in writing before October 1st of the year preceding the year in which he wishes to withdraw from the plan.

## **ARTICLE 16**

### **FIRST RESERVE POOL**

#### **16.01**

The list of employees on the first reserve pool has a maximum of ninety (90) employees.

The first reserve pool employees are divided into three (3) equal thirds (week A, week B, week C). On a weekly base, from Monday to Friday inclusively, each third is assigned, on a rotating basis, and by priority to a day shift (special schedule at 06:00, 07:00, 08:00, 11:00, 11:30, 12:00 and 13:00) with applicable extensions, if applicable.

The rest period between two regular assignments from Sunday night to Monday morning for employees of the first reserve pool is of eight (8) hours.

Employees who are part of the first reserve pool are not eligible for regular dispatch on the Sunday night shift.

#### **16.02**

Employees who are part of the first reserve pool must be available during all of the twenty (20) week summer season beginning the first Sunday of May of each year.

In return for this availability, members of the first reserve pool are assured a minimum of nine hundred (900) hours of work or offered during the fifty-two (52) week period ending the last Saturday of December of each year.

Employees who have not accumulated 1,280 hours of work have priority of assignment. This rule applies until employees of the first reserve pool have accumulated 900 hours worked or offered.

#### **16.03**

An employee of the first reserve pool may hold the secondary classification of Operator of loader on wheels pursuant to a posting not filled by an employee covered by the job security plan. A sufficient number will be established by the classification committee through the manpower plan. Positions that are not filled will be awarded to employees of the first reserve pool by seniority and on a voluntary basis.

#### **16.04**

During the twenty (20) week summer period, the employee of the first reserve pool who is absent for more than three (3) days during one month is automatically considered as an employee that has already accumulated one hundred two thousand eighty (1,280) hours, except if the employee is absent as a result of an accident at work, a medical examination, any of the reasons provided in Article 17.05, or a disciplinary measure provided in the collective agreement.

The employee who is replaced automatically loses the benefit provided in Article 16.02 and can render himself dispatchable for the twenty (20) week summer period. He can also render himself available for fishing each day and maintains his rank to become eligible for job security.

During the summer season, the employee of the first reserve pool who works during nineteen (19) consecutive days has the right to two (2) consecutive days of rest to be taken during the next days of the week (Monday to Friday) following the nineteenth (19<sup>th</sup>) day.

Outside the twenty (20) week summer period, the employee of the first reserve pool is subject to the same rules concerning absenteeism as the rest of the longshoremen covered by the job security plan.

## **16.05**

Hours worked or offered mentioned in Article 16.02 include statutory holidays at the rate of eight (8) hours per day if the latter is paid to the employee; disciplinary measures will be imposed at the rate of a minimum of eight (8) hours per day, in accordance with the Discipline Code; refusals to or absences from work are deducted at the rate of no less than four (4) hours or eight (8) hours per day depending on the assignment and, if applicable, in multiple of four (4) hours or of eight (8) hours; absences from work due to long-term illness or an accident at work covered under the C.S.S.T., or accidents covered by La Régie de l'assurance automobile or pursuant to the legislation for compensation of victims of criminal acts, at the rate of no more than eight (8) hours per day for the days when the employee would have been assigned; the case provided for in Article 16.08 at the rate of no more than eight (8) hours per days.

## **16.06 Administration**

Any employee of the first reserve pool who is eligible to the benefit provided in Article 16.02 receives a maximum amount equal to nine hundred (900) hours of work less the hours stipulated in Article 16.05 on the first Thursday following the fifty-two (52) week period mentioned in Article 16.01.

## **16.07 Limit of Financial Liability**

The financial liability described in this Article is in no way the personal responsibility of the Directors of the M.E.A. nor the responsibility of the companies they represent within the M.E.A.

## **16.08**

Any case of "force majeure", which totally or partially interrupts operations mentioned in Article 1.09, will release the employer of any obligation pursuant to the job security plan.

## **16.09**

Before noon on Thursday of each week, the M.E.A. will supply the Union, for employees of the first reserve pool, the list of hours worked or offered used to calculate the provisions of Article 16.06.



## **ARTICLE 17**

### **STATUTORY HOLIDAYS**

#### **17.01**

Under the terms of the present collective agreement, the following are statutory holidays:

1. New Year's Day (non-working)
2. Good Friday
3. Victoria Day
4. St-Jean Baptiste Day (non-working)
5. Canada Day
6. Labour Day (non-working)
7. Thanksgiving Day
8. Remembrance Day
9. December 24 (non-working)
10. Christmas Day (non-working)
11. December 26
12. December 31 (non-working)

Notwithstanding the preceding paragraph, the loading and unloading of passenger vessels can be done during non-working statutory holidays.

#### **17.02**

Should any of these statutory holidays fall on a Saturday or a Sunday, the following working day will be considered as a statutory holiday under the terms of this Article.

When two of these statutory holidays fall on a consecutive Saturday and Sunday, the Saturday statutory holiday will be transferred to the first following working day and the Sunday statutory holiday will be transferred to the following second working day. Under the terms of this Article, said working days will be considered statutory holidays.

Should any of these statutory holidays fall on another day of the week and the following Monday is proclaimed a holiday by the Government, said Monday will be considered a statutory holiday.

#### **17.03**

When an employee returns to work following an employment injury, an illness, or due to an accident which is or has been covered by the Welfare Plan or by Employment Insurance, the hours lost will be considered as hours worked in accordance with Section 19 of the document entitled: "Canada Labour Standards Regulations."

Moreover, hours lost that are justified by a maternity leave, a parental leave or by a precautionary cessation of work of a pregnant woman as stipulated in Article 29, are also considered as hours worked in accordance with this same regulation.

#### **17.04**

For the purpose of this Article, annual holidays will be considered as a period worked; in other words, if an employee is on holiday during the period qualifying for the benefits of a statutory holiday, he will be considered as not having ceased work and, if a statutory holiday should fall during his vacation period, he will be paid for this statutory holiday.

#### **17.05**

The employer will follow Part III of the Canada Labour Code for various absences or social holidays which are therein authorized, keeping in mind the applicable exemptions pursuant to the present collective agreement.

However, should a close relative die, the employee will be granted three (3) days off within ten (10) days following the date of the relative's passing.

#### **17.06**

Each year, dispatchable employees covered by the job security plan are allowed five (5) unpaid days off that are subject to the conditions stipulated in Appendix "H".

## **ARTICLE 18**

### **PENSION & WELFARE**

#### **18.01**

- a)** The employer will contribute to the social security plan which provides pension and welfare benefits, for each member of the Union covered by the job security plan, the following amounts for each acknowledged hour as provided in Article 18.01 b).

Notwithstanding the preceding paragraph, the employer will only contribute the amounts provided for actuarial deficit (pension), special hourly contribution (pension), pension and welfare for Union members who are members of the reserve pool for maintenance employees at the signing of the present collective agreement as well as for employees who are included in Letter of Intent 9.

Notwithstanding the preceding paragraph, the employer will only contribute the amount provided for actuarial deficit (pension) special hourly contribution (pension), and the amount for pension for Union members of the first reserve pool. However, the employer will contribute to the Social Security Plan a corresponding amount respectively at 50%, 75% and 100 % of the welfare amount during the first, second and third year of service.

For employees of the first reserve pool, "year of service" means a period of one (1) year (12 months) beginning with the date of admission into the first reserve pool.

For the year 2013:

January 1 to June 30, 2013:

Pension	Welfare	Co-insurance for retirees
\$ 6.49	\$ 3.09	\$ 0.48

July 1 to December 31, 2013:

Pension	Welfare	Co-insurance for retirees
\$ 6.55	\$ 3.12	\$ 0.49

For the year 2014:

Pension	Welfare	Co-insurance for retirees
\$ 6.67	\$ 3.17	\$ 0.50

For the year 2015:

Pension	Welfare	Co-insurance for retirees
\$ 6.80	\$ 3.23	\$ 0,51

For the year 2016:

Pension	Welfare	Co-insurance for retirees
\$ 6.94	\$ 3.29	\$0.52

For the year 2017:

Pension	Welfare	Co-insurance for retirees
\$7.07	\$ 3.36	\$ 0.53

For the year 2018 (minimum 2%):

Pension	Welfare	Co-insurance for retirees
\$ 7,22	\$ 3.43	\$ 0.54
<b>or increase according to the CPI * (maximum 3%)</b>		
<b>\$ 7.29 \$</b>	<b>\$ 3.46</b>	<b>\$ 0.55</b>

**(\*) See interim provisions – various provisions**

To finance the life insurance program, the M.E.A. agrees to pay for each employee covered by the job security plan, at the signing of the collective agreement, a sum of \$4,000, when the employee reaches 65 years of age. When an employee chooses to continue to be covered by the job security plan until December 31 of the year in which he has reached 65 years of age, the amount will become due and payable on December 31.

- i) To help cover the actuarial deficit (pension) revealed by the actuarial valuation of December 31, 2011, the M.E.A. remits a monthly, until the 31<sup>st</sup> of December 2013, an amount corresponding to \$0.50 an hour in accordance with the terms and conditions stipulated in the Letter of Intent No. 11 concerning the actuarial deficit.

Starting on the 1st of January 2014, the M.E.A. will make a monthly payment corresponding to \$0.75 an hour in accordance with the terms and condition stipulated in the Letter of Intent No. 11 concerning the actuarial deficit.

- ii) Starting in April 2013, the M.E.A. will make an additional special hourly contribution to the longshoremen’s social security plan each month. This hourly contribution is in the amount of \$0.32 and will stop being paid once the amount of \$5,375,000 is reached.

**b) Acknowledged Hours**

Acknowledged hours are the sum of hours worked as well as equivalent hours.

Hours worked are those which are effectively worked or those that are paid by the job security plan in accordance with Articles 15 and 20 of the collective agreement.

Equivalent hours are:

- i) **Hours of lay-off** - are those for which supplementary unemployment insurance benefits are paid (PSAC) during a lay-off and those corresponding to hours guaranteed by the job security plan;
- ii) Hours off work (CSST) - are those for which CSST benefits are paid and which correspond to hours guaranteed by the job security plan;
- iii) Hours off due to disability - are those for which disability benefits are paid by the Welfare Plan or by Human Resources and Skills Development Canada (HRSDC) or the Société de l’assurance-automobile du Québec (SAAQ) and which correspond to hours guaranteed by the job security plan;

The Union will supply the employer with a monthly list of employees absent due to disability. The list will indicate the dates on which the absence due to disability began and when it is due to end for each employee listed;

- iv)** Hours on Union business - are those for which the employee has been freed for Union business after approval has been received from the M.E.A. or hours for which the employee acts as a permanent employee with the Union or with the Social Security Plan. If the employee is freed for a period of seven (7) days from Sunday to Saturday, he is considered as a permanent employee.

The Union will supply the employer with a monthly list of employees freed to act as permanent employees with the Union or with the Social Security Plan as well as the hours for each of them.

## **18.02**

The employer will contribute to the Union's Social Security Plan, on a monthly basis, the amounts provided in Articles 18.01 a) and 18.01 b) on the second Thursday following the last Saturday of each month.

## **18.03**

The Social Security Plan will be registered under the Pension Benefits Standards Act and accepted by Revenue Canada for tax purposes. It is administered in accordance with all applicable government legislation.

## **18.04**

It is agreed that the contributions made specifically by the employer, as provided in Article 18.01, will be used exclusively to provide for Pension and Welfare benefits. Welfare benefits must be limited to providing protection for employees or their dependants in case of death, disability, illness or injury, or any other health care given by a health professional and which is not covered by government health plans.

## **18.05**

The Social Security Plan will continue to be administered by trustees appointed by the Union. The employer will receive copies of all official documents concerning said fund in trust, including the financial statements of income and expenditures.

## **18.06**

It is agreed that, since the Social Security Plan is administered by trustees appointed by the Union, the employer is automatically relieved, ipso facto, of all responsibility deriving from the Social Security Plan.

## **18.07**

It is further agreed that the very fact of contributing to the Social Security Plan, as provided for in Articles 18.01 a) and 18.01 b), relieves the employer of any obligation as regards the use of these funds. All responsibility concerning the administration and use of all moneys received, as provided for by this provision, rests entirely with the Union.

## **18.08**

It is agreed that the trustees for the Union's Social Security Plan shall immediately inform the M.E.A. when an employee covered by this collective agreement claims disability benefits from the Welfare Plan, or when an employee decides to retire or take early-retirement.

Said information shall be given by telephone on the same day and a copy of the documents, attesting what step or steps were taken by the employee, will be forwarded to the M.E.A.

## **ARTICLE 19**

### **CLASSIFICATIONS and TRAINING**

For the purpose of this Article, seniority applies exclusively to employees included in Appendix "A".

#### **19.01 CLASSIFICATIONS**

- a) The classifications described hereafter, subject to the provisions of Article 8, are used by the employer to classify employees in primary and secondary classifications, in accordance with the provisions stipulated for the Classification Committee:

#### **CODE CLASSIFICATIONS**

##### **Cranes**

##### Gantry cranes

OPONE	Gantry crane operator	Empire
OPONR	Gantry crane operator	Racine
SGANT	Gantry crane operator	Termont
TAGAN	Gantry crane operator	Cast

##### Gantry cranes bulk

CTOUR	Employee and tower mechanic/oiler	Contrecoeur
CTMEC	Maintenance – major repairs to the tower	Contrecoeur

##### Mobile cranes

GRUEM	Mobile crane operator	Empire
GRULO	Mobile crane operator	Logistec
LOGRU	Mobile crane operator	Logistec

##### Ship's cranes

OGBOR	Ship's crane operator
TREUL	Winch operator

##### **Transtainers**

OPROJ	Transtainer operator – day	Cast
OPROL	Transtainer operator	Cast
TRANJ	Transtainer operator – day	Racine
TRANR	Transtainer operator	Racine
TRANS	Transtainer operator	Termont
TRNSJ	Transtainer operator - day	Termont

##### **Lift trucks**

CTOP	Top handler operator	Cast
CTOPJ	Top handler operator – day	Cast
ETOP	Top handler operator	Empire
FRONJ	Front end loader operator – day	Termont
FRONT	Front end loader operator	Termont
LETRO	Letroporter Operator	Empire
OBLOC	Lift truck operator 13t. and less and working on blocks	
OFRUIT	Lift truck operator for fruit	Logistec
OTASK	Lift truck operator 13 t. and +	Cast
OTREM	Lift truck operator 13 t. and +	Empire
OTRLO	Lift truck operator 13 t. and +	Logistec

OTRRA	Lift truck operator 13 t. and +	Racine	
OTRTR	Lift truck operator 13 t. and +		
PLIFT	Lift truck operator 13 t. and less in the hold		
RVIDJ	Lift truck operator for empty containers - day	Racine	
RTOP	Top handler operator	Racine	
RTOPJ	Top handler operator - day	Racine	
TSTAK	Reach stacker operator	Termont	
TSTKJ	Reach stacker operator – day	Termont	
Signalmen			
CATSI	Gantry crane signalman	Cast	
LOCOU	Hatch employee	Logistec	Bulk
LSUN	Signalman self-unloading ship	Logistec	Bulk
SGNGM	Mobile crane signalman		
SGNGP	Mobile crane signalman in priority		
SGSAG	Mobile crane signalman for passenger ships		
SIGRA	Gantry crane signalman	Racine	
SPONE	Gantry crane signalman	Empire	
SPORT	Gantry crane signalman	Termont	
Dockmen			
HQUAI	Dockman	Logistec	Bulk
Trucks			
CATRA	Truck operator	Cast	
CHASI	Truck operator	Termont	
EMTRU	Truck operator	Empire	
OTUGM	Truck operator		
RATRU	Truck operator	Racine	
RECUJ	Truck operator for Ro-Ro ships	Empire	
Loaders			
CCHAR	Operator of loader on wheels	Contrecoeur	
CTRAC	Bulldozer operator	Contrecoeur	
LCHAR	Operator of loader on wheels	Logistec	Bulk
LTRAC	Bulldozer operator	Logistec	Bulk
Hydraulic shovels			
CPELL	Hydraulic shovel operator	Contrecoeur	
LPELL	Hydraulic shovel operator	Logistec	Bulk
Conveyors			
CPREP	Employee on loading / conveyor	Contrecoeur	
LCONV	Conveyor operator	Logistec	Bulk

## Foremen and Walking Bosses

CM	Conventional cargo foreman		
CMA	Coastal foreman	Empire	
CMC	Carpenter foreman		
CMCA	Foreman	Cast	
CMG	Grain foreman		
CMR	Foreman	Racine	
CMSAG	Foreman – passenger ships		
CMT	Foreman	Termont	
GCMC	Walking Boss	Contrecoeur	
GCMCA	Walking Boss	Cast	
GCMEM	Walking Boss	Empire	
GCMET	Walking boss – terminal	Empire	
GCMLO	Walking boss	Logistec	
GCMRA	Walking boss	Racine	
GCMTE	Walking boss	Termont	
GCMLV	Walking boss Bulk	Logistec	Bulk
GCMTV	Walking boss Bulk terminal	Logistec	Bulk

## Manual labour

AMAR	Linesman		
BARRE	Lock employee		
CAID	Aide	Contrecoeur	
CHARP	Carpenter		
ELING	Slingman		
EPAND	Spreader	Logistec	Bulk
GRAIN	Employee on grain		
INCAS	Container inspector- Cast		
INSCT	Container inspector - Racine		
LCOUR	Yardman	Logistec	Bulk
OLASH	Lasher		
OSAC	Bagger	Empire	
PASAG	Passenger ship employee		
PCALE	Hold employee		
PECON	Hold employee – container		
PGREM	Tackle employee	Empire	
PGRLO	Tackle employee	Logistec	
SCHRP	Carpenter - fishing		
WAGON	Railcar employee	Logistec	Bulk

## Clerical Work

VESTO	Stowage checker	Empire	
CVERI	Checker	Contrecoeur	

## Other classifications

NDISP	Employee unavailable for an indefinite period
OTUGX	Employee with functional limitations – container
OTUGY	Employee with functional limitations – conventional, bulk and Contrecoeur

N.B. Maintenance classifications are indicated in Article 28.

- b)** Each employee is given classifications for which he can qualify, subject to the provisions of Article 8.
- c)** The employer may demand that employees holding classifications that require certain physical aptitudes submit on a regular basis to a medical examination, including an eye exam.

## **19.02 UNION OFFICER ON TRAINING**

An annual bank of some two thousand four hundred and ninety six (2496) hours payable at one and a half the basic rate is made available to the Union to allow the union officer on training to do his work.

## **19.03 OCCUPATIONAL TRAINING**

The employer agrees that occupational training is required in order to insure full employment, a better utilization of the workforce, to prepare relief workers and to be able to deal with technological changes and new operations. The employer will therefore establish an occupational training program for employees included in Appendix "A" and the reserve pool.

The employer agrees to train in advance a sufficient number of workers so that no non-member will be required for work covered by this agreement. To this end, the Maritime Employers Association will use trainers supplied by the Union and taken 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 two (2) representatives of each party and its mission will be to counsel the M.E.A. on the planning and implementation of occupational training courses.
- c)** Each training program is submitted to the Union in advance through the training committee. The Union will give the names of employees wishing to become trainers. The training program mentioned in paragraph a) will then be given to the training committee so that it may study and comment on its content. The longshoremen-trainers in the classification for which the courses are being planned or longshoremen who have acquired specific experience in this classification may be invited to be part of the committee on an ad hoc basis;
- d)** The training committee will comment on all aspects of the proposed course and, if required, will suggest modifications to the course;
- e)** After having received the training committee's comments and suggestions, or if no comments are received within 15 working days, the M.E.A. will finalize the preparation of the training course and will give a copy to the training committee.
- f)** The training committee will, if so requested by the parties, revise a training course or propose modifications to said course.
- g)** Once the M.E.A. determines that a proficiency course is required in a classification, the process provided in these sub-paragraphs will apply when implementing a proficiency course.
- h)** When the M.E.A. realizes that some training will be required following a technological change, a new operation or a new method of work, the process provided in these sub-paragraphs will apply.



- i) The Maritime Employers Association may, when it deems it necessary, submit an employee who already has a classification to a refresher course when this employee has not worked in that classification for a certain length of time.

## **2. SELECTION PROCESS**

- a) When training is required as a result of an opening within a classification or following the realization that future training will be required in a classification, the M.E.A. will post the training program and include:

- the type of training, the nature and duration of the training program;
- the obligation of having to take a medical examination, solely for classifications needing a specific physical requirement to operate the equipment;

Moreover, certain classifications may require that an employee submit on a regular basis to an eye exam.

The notice will be posted during seven (7) working days in rest rooms, workshops, the various sectors, and the hiring hall.

- b) Any refusal as a result of failing the medical examination, 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 latter will submit the case to a physician of their choice whose opinion will be binding.

- c) Candidates for training courses are chosen according to seniority among applicants with the employee with the most seniority being chosen first.
- d) If there is an insufficient number of applicants after having posted the training program notice, the M.E.A. may fulfil its needs by choosing candidates by inverse order of seniority;
- e) These sub-paragraphs dealing with the selection process do not apply to proficiency courses described in Article 19.03 1) g).

## **3. TRAINING PROCESS**

- a) The employee whose application has been accepted following the selection process described in sub-paragraph 2) will not be available for dispatch in order to participate in the training process.

In order to accelerate the training process, the employee accepted will see his shift (day) modified so that it may coincide with that of his trainer.

Should the training process be suspended or should there be a shortage in the candidate's primary classification, the employee in training may temporarily be reintegrated into the dispatch system in his primary classification as well as his original shift.

- b) As pertains to this collective agreement, the hours spent in training are considered as hours worked.
- c) The employee who has successfully completed all phases of the training process will be given, during the adaptation period, the primary classification for which he applied.

The adaptation period lasts for two hundred and forty (240) hours of work.

The employer will communicate on a regular basis with the employee during his period of adaptation in order to keep him abreast of his progress.

Should a difficult situation occur concerning an employee's training during his period of adaptation, the parties undertake to meet in order to find solutions that will prevent, if possible, the application of the following paragraph d).

The resource person hired as such by the M.E.A. in consultation with the Union trainer will be the sole person to judge whether the employee has successfully completed his training course;

- d)** Should the employee fail the training course, either at the end of said course or during the period of adaptation, the employee will be reintegrated into the dispatch system according to his primary classification;

The employer's decision may be submitted to arbitration in accordance with the provisions of Article 5 and the burden of proof will lie with the employer.

#### **4. TRAINER**

- a)** The Union will supply the names of employees wishing to become trainers;
- b)** The employee who accepts to become a trainer must possess:
  - the experience and competence required in this classification;
  - the skill to transmit the information;
  - the capability of evaluating the results.
- c)** The employee accepted as trainer must submit to a training process to become an adult trainer;
- d)** The employee who becomes a trainer will be taken off the dispatch during this period.

Should the training process be suspended or should there be a shortage in the employee's primary classification, the employee trainer may temporarily be reintegrated into the dispatch system in his primary classification.

- e)** The hourly wage rate for trainers is one and one half times the basic rate for the day shift, and twice the basic rate for the evening shift, the night shift, weekends and statutory holidays.

#### **19.04**

The provisions of Article 19.03 apply as well in cases of training at the secondary level.

#### **19.05**

Any employee who has been temporarily promoted or has been nominated to a position within the Union will have the right to reintegrate his former employment and classification at the term of said promotion or at the end of his mandate with the Union.

#### **19.06**

The employee who does not work sufficiently in a classification he holds may be submitted to a refresher course to update his skills.

## **ARTICLE 20**

### **WINTER GUARANTEE**

#### **20.01**

At the beginning of September each year, the employer will set up "A", "B" and "C" lists of employees in accordance with the provisions of the following articles.

#### **20.02**

- a) Once the procedure described in Article 20.03 has been completed, the employer will establish its Winter "A" list, which will comprise between six hundred and fifty (650) and seven hundred and twenty-five (725) employees and will be based on the number of employees calculated for the preceding summer season, less one hundred (100);;
- b) The applicable criteria to establish the Winter "A" list will be the employees' seniority.

#### **20.03**

In order to establish the Winter "C" list, the Union will submit at the end of period 40 of each year a list containing the names of one hundred (100) employees maximum who, for health reasons, do not wish to work during the winter. This list may be modified before the beginning of the winter guarantee period using the seniority rule.

Once the Winter "C" list has been completed and shortages are anticipated in certain classifications at the primary level the employer may, by means of the M.E.A./Union Classification Committee, replace all or part of the employees in these classifications for the duration of the winter guarantee period.

#### **20.04**

Should there be less than one hundred (100) employees who have indicated they do not wish to work during the winter for health reasons, the employer will then establish a "B" list by inverse order of seniority until the difference has been filled.

#### **20.05**

Each employee on the "A" list will be guaranteed four hundred and eighty (480) hours or three hundred and eighty-four (384) hours or four hundred and thirty-two (432) hours, as the case may be, for the duration of the twelve (12) weeks of the winter season which immediately follows the period of guarantee provided in Article 15.01.

#### **20.06**

For the purpose of calculation, one (1) hour worked or offered counts as one (1) hour whatever the applicable wage rate. Furthermore, all hours worked or offered from Monday to Friday inclusively, from Monday to Saturday inclusively, or from Sunday to Saturday inclusively, as the case may be, count in determining the level of guarantee. However, hours worked on a voluntary basis through fishing as well as hours of extension will not be calculated.

Employees are limited to one fishing assignment per week, except those employees who are on vacation or who are part of the Winter "B" list. The latter will still be allowed to flaunt the ten (10) and twelve (12) hour rest period rule only once a week between assignments. The fishing week for employees on vacation begins on Sunday and ends on Saturday.

#### **20.07**

Notwithstanding the above, the guarantees described in Article 20.05 will be reduced for all reasons of non-availability, including the reasons set forth in Article 15.03, as well as those stipulated in Articles 20.11, 20.12 and 20.13.

#### **20.08**

Article 15.08 also applies to the winter guarantee but only for employees on the "A" list.

## **20.09**

The administrative procedure covering the winter guarantee is identical to that described in Articles 15.06 and 15.10.

## **20.10**

It is agreed that the limits of the liability described in Articles 15.06 and 15.07 also apply to payments made during the winter season.

## **20.11**

In addition to the provisions of Article 15.07, it is understood that, should a ship be unable to dock because of ice conditions, Management will be released of its obligations with regard to job security.

## **20.12**

Furthermore, Management will also be released of its obligations with regard to job security should an ice-jam close the St. Lawrence River to navigation, thereby preventing any ship from reaching port.

## **20.13**

January 2nd is a non-working day and, as such, is deducted when calculating job security, from Monday to Friday.

## **20.14**

Only the hours effectively worked will be paid to employees whose names appear on the "B" list; these employees do not benefit from the winter job security. Management will endeavour to give work right up to Friday to all employees called to work on Monday.

## **20.15**

The employees included in the "A" and "B" lists must observe all provisions and rules set forth in the collective agreement.

## **20.16**      Special Job Security Plan

The employee who wishes to benefit from this special plan must make the request before December 1<sup>st</sup> preceding the winter guarantee in question.

This employee, covered by the job security plan, can be laid off according to seniority with no supplementary unemployment insurance benefits (PSAC) from the beginning of the winter guarantee as stipulated in Article 20.05.

The M.E.A. determines the number of employees by primary classification and the total number of employees who can benefit from this program. The employees who participate in this program can be laid off for a period from four (4) to twelve (12) weeks maximum.

Employees benefitting from this particular plan are part of the winter "A" list stipulated in Article 20.02, which does not influence the calculation of the "B" list stipulated at Article 20.04.

## **ARTICLE 21**

### **PAYROLL**

#### **21.01**

- a)** The employers, members of the M.E.A., performing work under this collective agreement are also members of the Maritime Data Center, which acts as a Central Pay Office and issues cheques in payment of the employees' wages, in accordance with the provisions of the present collective agreement.
- b)** The Maritime Data Center will only issue cheques made out to the order of the employees covered by this collective agreement and which necessarily include the right employee number, the social security number, as well as the code identifying the Port of Montreal;
- c)** Despite the preceding paragraphs, cheques issued only for those paycheques which are said to be rejected, paragraph b) will not apply. However, the M.E.A. will inform the Union each week concerning the code used in such cases.

#### **21.02**

The distribution of paycheques or cheque stubs for those who prefer direct deposit will take place at the Hiring Hall, except for the Contrecoeur Sector where cheques are sent directly for distribution.

The cheque stub will contain the following information for the work week ending on Saturday:

- In the first section, a detailed summary of hours worked and paid at each employer as well as the hours paid by job security;
- In the second section, the hours paid, gross wages, income tax deductions, unemployment insurance, pension, Union dues and other deductions as well as net wages.

All aforementioned information in the second section is also shown cumulated for the year in progress.

- In the third section, a detailed summary of the hours worked at each employer, the hours of non-availability as well as job security calculations for said week;

Information concerning job security calculations is also cumulated for the job security season in progress.

#### **21.03**

Management will not deprive the Union of reasonable access to all information related to the present collective agreement. Refusal to do so on the part of Management will be subject to the grievance procedure.

#### **21.04**

At the end of each fiscal year, Management will supply the Union with an up-to-date list of all unclaimed paycheques, indicating the name and number of the employee and the amount of these cheques.

#### **21.05**

All pay periods will end on Saturday evening at midnight. The distribution of paycheques will take place at the Hiring Hall and will begin no later than 8:30 on the following Thursday.

#### **21.06**

The Maritime Data Center and the Maritime Employers Association will forward to the Union by computer system all the information contained in all the sections of the weekly paycheque stubs, including the PSAC stub.

**21.07**

Management will make deductions on salaries requested by the Union, without charge, on presentation of proof of written consent.

**21.08**

In cases when the Maritime Data Center must recuperate the amounts that were overpaid to an employee, a maximum of 25% of the employee's gross salary can be retained at source each week and this until the entire sum that was due has been reimbursed.

**ARTICLE 22**

**LINESMEN**

**22.01**

No less than five (5) employees will be used when docking, releasing or shifting ships, except in the case of passenger vessels under two thousand five hundred (2,500) tons in which case no less than four (4) employees will be used for docking, releasing or shifting ships.

**22.02**

When employees are standing by awaiting the arrival of a vessel, they may be employed to handle the lines during docking.

During the period of guarantee, employees who have finished their longshoring work on a ship may be assigned to handle lines when the ship is released.

The foreman of a unit who has the preference of "pick" will assign, in turn, the required longshoremen to handle the lines during docking or releasing a ship.

**22.03**

- a) i)** Four (4) groups of five (5) regular linesmen will be trained among the employees. Members of said groups will be chosen according to the provisions of Article 19. This does not prevent a company from obtaining employees from the hiring hall, if required. If none are available, the M.E.A. or the leadhand may phone the employees directly at home
- ii)** Four (4) additional positions as regular linesmen will be created to replace regular linesmen who are unavailable.
- iii)** The M.E.A. will appoint, after consultation with the Union, a leadhand for each of the four groups of linesmen.

Among other things, the leadhand's mandate will be to facilitate the coordination of the work of the linesmen who are part of the group of which he is the representative, keeping in mind the regulations in force.

- b)** Regular linesmen are given a communication system (of the pagette type) by which they receive their calls to work.
- c)** The groups of linesmen will alternate on shifts from week to week, one week on shift 1, one week on shift 2, one week on shift 3 and one week on shift 4, etc.
- d)** These groups of linesmen must be available to work each in turn for shift periods of six (6) hours with a guarantee of eight (8) hours remunerated at the wage rates stipulated in Article 22.04. The shift periods are established in accordance with the following tables:

Monday			
Shifts	Additional hours of availability	Hours of availability in priority	Additional hours of availability
1	n/a	08:00 to 14:00	14:00 to 16:00
2	10:00 to 14:00	14:00 to 20:00	20:00 to 22:00
3	16:00 to 20:00	20:00 to 02:00	02:00 to 04:00
4	22:00 to 02:00	02:00 to 08:00	08:00 to 10:00

Tuesday to Thursday

Shifts	Additional hours of availability	Hours of availability in priority	Additional hours of availability
1	<i>04:00 to 08:00</i>	08:00 to 14:00	14:00 to 16:00
2	10:00 to 14:00	14:00 to 20:00	20:00 to 22:00
3	16:00 to 20:00	20:00 to 02:00	02:00 to 04:00
4	22:00 to 02:00	02:00 to 08:00	<i>08:00 to 10:00</i>

Friday

Shifts	Additional hours of availability	Hours of availability in priority	Additional hours of availability
1	<i>04:00 to 08:00</i>	08:00 to 14:00	14:00 to 16:00
2	10:00 to 14:00	14:00 to 20:00	20:00 to 22:00
3	16:00 to 20:00	20:00 to 02:00	02:00 to 04:00
4	22:00 to 02:00	02:00 to 08:00	n/a

Saturday and Sunday

Shifts	Additional hours of availability	Hours of availability in priority	Additional hours of availability
1	n/a	n/a	n/a
2	<i>04:00 to 08:00*</i>	08:00 to 08:00	n/a
3	n/a	n/a	n/a
4	08:00 to 08:00	n/a	08:00 to 08:00

\* : Saturdays only

Note : The additional hours of availability in *italic* refer to the preceding or subsequent day, as the case may be.

- e) i) Employees from the group working on Shift 2 must be available for work on Saturdays and Sundays as well as Fridays from 04:00 to 08:00, in additional hours of availability. These employees will receive a minimum of two (2) hours per ship, remunerated at double the basic wage rate. A guarantee of twelve (12) hours at the applicable rate is granted to the team in priority hours of availability on the weekend.
- ii) Employees from the group working on Shift 4 will act as a gang offering additional hours of availability for work on Saturdays and Sundays. They will then receive a minimum of two (2) hours per ship, remunerated at the wage rate stipulated in Article 22.04.
- f) Linesmen who have worked six (6) hours will never be required to work additional hours in excess of the six (6) hours, except to finish work that has already begun or for unforeseen circumstances. Such additional work will not be remunerated.



- g) A list will be drawn up of spare linesmen who will be assigned in rotation when the number of regular linesmen is insufficient for the amount of work to be done.
- h) It is agreed that the handling of lines also includes the removal or installation of gangways and related work.
- i) All wages corresponding to the work periods mentioned in Article 22 are guaranteed by the employers.
- j) Any operation that continues after additional hours of availability, following the regular shift period, is remunerated in blocks of fifteen (15) minutes at the applicable rate.
- k) From Monday to Friday, employees required to do linesmen work starting prior to hours of availability in priority receive two (2) hours payable at the applicable rate.

## 22.04

- a) The following wage rates will be paid to linesmen:

### **Weekdays (Monday to Friday, excluding statutory holidays)**

- Shift 1: 8 hours at basic wage rate + premium of \$1.25
- Shift 2: 8 hours at basic wage rate + premium of \$2.00
- Shift 3: 8 hours at basic wage rate + premium of \$2.50
- Shift 4: 8 hours at basic wage rate + premium of \$2.50

### **Saturdays, Sundays, Statutory Holidays and Union Meetings (Article 14.01):**

Double the basic wage rate

The above rates also apply when extra linesmen are assigned.

- b) The wage rates for leadhands will be as follows:

### **Weekdays (Mondays to Fridays, excluding statutory holidays):**

- Shift 1: 8 hours at the basic wage rate + premium of \$3.20
- Shift 2: 8 hours at the basic wage rate + premium of \$3.70
- Shift 3: 8 hours at the basic wage rate + premium of \$4.20
- Shift 4: 8 hours at the basic wage rate + premium of \$4.20

### **Saturdays, Sundays, Statutory Holidays and Union Meetings (Article 14.01):**

Double de basic wage rate + premium of \$2.50

## 22.05

At the coming into force of the collective agreement, past practice concerning linesmen operations in the Contrecoeur Sector will continue to apply.

- a) Not less than six (6) employees may be assigned to handle lines when docking oceanic or coastal vessels and four (4) employees when they are released.
- a) These employees will receive a minimum wage of four (4) hours at the basic hourly rate or the number of hours effectively worked at twice the regular rate, i.e. the most remunerative wage of the two;
- c) During their guaranteed shift, employees may be assigned to handle lines during the docking or releasing of ships.

- d)** A list of linesmen will be drawn up and will include the names of employees in the Contrecoeur Sector who are interested in working as linesmen. These linesmen will be assigned on a rotation basis to handle lines for docking or releasing ships outside their regular assignment periods.

This list will indicate the cumulative number of hours worked as linesmen, including the hours refused, said refused hours being considered as hours worked by the employees who refused.

- e)** The hours worked to handle lines will be considered as voluntary fishing hours and will be excluded from job security calculations.

## **22.06**

A maximum of four (4) linesmen may leave on vacation simultaneously. However, no more than two (2) linesmen per gang may leave on vacation simultaneously.

## **22.07**

Past practice continues to apply for the supply of clothing or protection equipment.

**ARTICLE 23**

**ANNUAL VACATIONS**

**23.01**

Any employee with more than thirty (30) continuous days, two hundred and fifty (250) hours, and up to fourteen (14) years continuous service will be entitled to a vacation pay equivalent to 7% of his annual salary.

**23.02**

Any employee with fifteen (15) to nineteen (19) years (inclusively) of continuous service will be entitled to a vacation pay equivalent to 8% of his annual salary.

**23.03**

Any employee with twenty (20) to twenty-four (24) years (inclusively) of continuous service will be entitled to a vacation pay equivalent to 9% of his annual salary.

**23.04**

Any employee with twenty-five (25) years of continuous service or more will be entitled to a vacation pay equivalent to 10% of his annual salary.

**23.05**

Notwithstanding the provisions of Articles 23.01, 23.02, 23.03 and 23.04 above, any employee who, at the signing of the present collective agreement, is covered by the job security plan as stipulated in Articles 15.01 a) or b) and 20.02 or that of the maintenance employees in Article 28 is entitled to a vacation pay as stipulated in the following tables:

Any employee who is covered by the job security plan for less than one year will receive as vacation pay the equivalent of 7% of his salary.

**TABLE 1:**

Employees	Employees covered under Articles 15.01 a) or b) and 20.02	Employees covered under Article 15.01 a) or b) only
1 to 4 years on job security before period 52 of the year when he leaves on vacation	The highest amount from among the two following amounts:  7% of his annual salary  or  the monetary value of four (4) weeks calculated at the rate of thirty-two (32), thirty-six (36) or forty (40) hours per week at the basic hourly rate.	The highest amount from among the two following amounts:  7% of his annual salary  or  the monetary value of two (2) weeks calculated at the rate of thirty-two (32), thirty-six (36) or forty (40) hours per week at the basic hourly rate

**TABLE 2:**

Employees	Employees covered under Articles 15.01 a) or b) and 20.02	Employees covered under Articles 15.01 a) or b) only
5 to 9 years on job security before period 52 of the year when he leaves on vacation	The highest amount from among the two following amounts:  8% of his annual salary  or  the monetary value of four (4) weeks calculated at the rate of forty (40) hours per week at the basic hourly rate.	The highest amount from among the two following amounts:  8% of his annual salary  or  the monetary value of two (2) weeks calculated at the rate of forty (40) hours per week at the basic hourly rate

**TABLE 3:**

Employees	Employees covered under Articles 15.01 a) or b) and 20.02	Employees covered under Articles 15.01 a) or b) only
10 to 19 years on job security before period 52 of the year when he leaves on vacation	The highest amount from among the two following amounts:  10% of his annual salary  or  the monetary value of five (5) weeks calculated at the rate of forty (40) hours per week at the basic hourly rate.	The highest amount from among the two following amounts:  10% of his annual salary  or  the monetary value of three (3) weeks calculated at the rate of forty (40) hours per week at the basic hourly rate

**TABLE 4:**

Employees	Employees covered under Articles 15.01 a) or b) and 20.02	Employees covered under Articles 15.01 a) or b) only
20 years and over on job security before period 52 of the year when he leaves on vacation	The highest amount from among the two following amounts:  12% of his annual salary  or  the monetary value of six (6) weeks calculated at the rate of forty (40) hours per week at the basic hourly rate.	The highest amount from among the two following amounts:  12% of his annual salary  or  the monetary value of four (4) weeks calculated at the rate of forty (40) hours per week at the basic hourly rate

## **23.06**

Employees covered under the job security plan when this present collective agreement comes into force will not receive less vacation benefits than those they held at the signing of this collective agreement.

## **23.07**

- a) i)** All employees covered by the job security plan as provided in Article 15 will be convened between Period 13 and Period 14 each year to determine their vacation periods for the following summer vacation period;
- ii)** All employees covered by the job security plan described in Article 20 will be convened between Period 41 and Period 42 each year to determine their vacation period for the following winter vacation period;
- iii)** All employees covered by the guaranteed hours of work plan for the first reserve pool described in Article 16 will be convened between Period 3 and Period 4 each year to determine their vacation period for the year;
- b)** Management may insist on vacations being taken according to the volume of work in the port and will determine the number of employees who will take their vacation from one period to the other, except for the priority periods of Article 23.09 a) and b);
- c)** Vacations will be given in accordance with seniority and the requirements of each classification, the choice of dates being reserved for senior employees.

## **23.08**

- a)** For vacation purposes, the summer vacation period is from Period fifteen (15) to Period forty-four (44) and the priority period for summer vacations will be spread over fourteen (14) weeks, the start of which will coincide with the beginning of the twelfth (12<sup>th</sup>) week of the summer season as provided in Article 15.01. A maximum of forty-five (45) employees may go on vacation each week during the summer vacation priority period.
- b)** For vacation purposes, the winter vacation period is from Period forty-five (45) to Period fourteen (14) and the winter vacation priority period will be spread over sixteen (16) weeks, the start of which will coincide with the Sunday following the last Saturday of November. A maximum of forty-two (42) employees may go on vacation in each week during the winter vacation priority period.
- c)** When the priority vacation periods described in the two preceding paragraphs have been allotted, if weeks of vacation remain available (the maximum having not been attained), employees may, while following the rules of Article 23.08, modify or add to their vacation period by utilizing the available weeks that remain.
- d)** The maximum number of employees who may go on vacation in accordance with paragraphs a) and b) have been determined based on eight hundred (800) employees covered by the job security plan. Should there be a difference in the number of employees covered by the job security plan, then the number of employees who may go on vacation each week will also vary.
- e)** When an employee retires, he may postpone his weeks of vacation to the weeks preceding his retirement. Before postponing his vacation, the employee must present written proof of the official date of his retirement.

## **23.09**

- a)** Employees who are covered under Tables 1 and 2 of Article 23.05 and by Articles 15.01 a) or b) and 20.02 may, in accordance with seniority, obtain four (4) weeks of vacation during the summer and/or winter vacation period.

These employees are allowed a block of one (1) or two (2) weeks during the summer vacation period and a block of two (2) or three (3) weeks during the winter vacation period, subject to Articles 23.07 and 23.08;

- b)** Employees, who are covered under Tables 1 and 2 of Article 23.05 and by Articles 15.01 a or b) only, may, in accordance with seniority, obtain two (2) weeks of vacation during the summer vacation period.

These employees are allowed a block of two (2) weeks during the summer vacation period, subject to Articles 23.07 and 23.08;

### **23.10**

- a)** Employees who are covered under Table 3 of Article 23.05 and by Articles 15.01 a) or b) and 20.02 may, in accordance with seniority, obtain five (5) weeks of vacation during the summer or winter vacation period.

These employees are allowed a block of two (2) or three (3) weeks during the summer vacation period and one block of two (2) or three (3) weeks during the winter vacation period, subject to Articles 23.07 and 23.08;

- b)** Employees, who are covered under Table 3 of Article 23.05 and by Articles 15.01 a) and b) only, may, in accordance with seniority, obtain three (3) weeks of vacation during the summer vacation period;

These employees are allowed a block of two (2) or three (3) weeks during the summer vacation period, subject to Articles 23.07 and 23.08.

### **23.11**

- a)** Employees who are covered under Table 4 of Article 23.05 and by Articles 15.01 a) or b) and 20.02 may, in accordance with seniority, obtain six (6) weeks of vacation during the summer or winter vacation period;

These employees are allowed three (3) or four (4) weeks during the summer vacation period, subject to Articles 23.07 and 23.08, according to one of the following methods:

- i) one block of three (3) weeks, or;
- ii) two (2) non-consecutive blocks of two weeks.

These employees are allowed a block of two (2) or three (3) weeks during the winter vacation period.

- b)** Employees who are covered under Table 4 of Article 23.05 and by Articles 15.01 a) or b) only, may, in accordance with seniority, obtain four (4) weeks of vacation during the summer vacation period, subject to Articles 23.07 and 23.08, according to one of the following methods:

- i) one block of three (3) weeks, or;
- ii) two (2) non-consecutive blocks of two weeks.

### **23.12**

Employees who are covered by Article 16 may, in accordance with seniority, obtain two (2) or three (3) weeks of vacation (according to the Canada Labour Code) between the 6<sup>th</sup> and 18<sup>th</sup> week of the year and between the 41<sup>st</sup> and 52<sup>nd</sup> week of the year.

### **23.13**

Employees who work for only one company and who are not required to call the dispatch centre for their daily assignment must register their choice of vacation with their respective employers, but in accordance with the same rules and conditions mentioned above.

### **23.14**

The vacation remuneration provided above shall be paid when the employee leaves on vacation. For the purposes of the present article, the fiscal year for the vacation period will terminate on the third (3rd) Saturday of March of each year.

For the summer vacation period, the vacation remuneration is paid by remitting an amount equal to each week of vacation of the employee.

### **23.15**

While respecting the maximum limits provided in Article 23.08 a) and b), if there are special circumstances of manpower shortages in a specific classification, the employer may change, modify or transfer the choices and the vacation weeks of any employee, if deemed necessary, after notification to the Union. The employer will allot vacations to all those who have not made a selection by December 1.

### **23. 16**

Past practice concerning the choice of vacations in the Bulk and Contrecoeur Sectors at the time of the coming into force of this collective agreement will continue to apply.

## **ARTICLE 24**

### **PARTICULAR WORKING CONDITIONS**

#### **24.01**

- a) The wage rates, as determined in Article 2 of Appendix "C" attached, must be paid for the handling of nitrate, bulk sulphur, bulk ore, potash, soda ash in bags, sodium phosphate in bags, fish meal, carbon black in bags, lime in bags, cement in bags, full cargoes of china clay and chemical fertilizer, wet hides in bags, in bundles or loose, barium or substitute, nepheline, syemite abstinence, vestolin, cocoa powder, tapioca flour and dyes of all kinds. Said rates shall also be paid for shifting bunker coal and for cleaning holds in which the aforementioned commodities have been shipped.
- b) The wage rates, as determined in Article 2 of Appendix "C" attached, will be paid for the handling of meat, bacon, butter, frozen fish and other refrigerated cargoes. The wage rates for the handling of other refrigerated cargoes will be those stipulated in Article 1 of Appendix "C" attached, except when this cargo is in a compartment containing cargo which is subject to the rates mentioned in Article 2, in which case the higher rate will prevail for all cargo in said compartment.
- c) The wage rates, as determined in Article 3 of Appendix "C" attached, shall apply to grain trimming (including grain trimming with automatic grain-trimming machines) and for bagging and bleeding of grain bags. The running of grain in the pipes must be stopped when longshoremen go down to the lower hold to work and two (2) longshoremen will remain on deck, if necessary.
- d) When work is being carried out in an open "tween deck" where grain is running in the hatch connected to said "tween deck", the rates of pay, as determined in Article 3 of Appendix "C" attached, are to be paid to the whole gang. This does not apply when longshoremen are working on other cargo in the lower hold.
- e) The provisions of Article 24.01 do not apply to the Contrecoeur and Bulk Sectors. However, the wages rates, as determined in Article 2 of Appendix "C" attached, will be paid to employees of the Montreal Sector when they are assigned to the loading and unloading of sugar.

### **HAZARDOUS CARGOES**

#### **24.02**

- a) The wage rates determined in Article 3 of Appendix "C" attached must be paid for handling creosote-coated goods, ammonium nitrate, fertilizer, or any other hazardous cargo which, in accordance with government regulations, has to be loaded at a specific pier and under special loading restrictions imposed by port authorities. These rates are to be paid to all employees assigned to loading operations on any vessel in which this commodity is being or has been loaded.
- b) At the beginning of a shift, the employer will give the employees the applicable security measures to be followed in handling the products covered under this Article.

### **HIGHLY EXPLOSIVE AND OTHER DANGEROUS CARGOES**

#### **24.03**

- a) The current hourly rate for all employees handling explosives corresponding to the descriptions given in Divisions 1.1, 1.2 and 1.3 of Class I of the International Maritime Code for Dangerous Goods will be doubled.
- b) When explosives corresponding to the description in Article 24.03 a) are being loaded on a ship or unloaded from a ship, all other employees will be remunerated at the rates applicable to the handling of explosives, i.e. the rates mentioned in Article 24.03 a). When explosives are being loaded in or unloaded from a vessel's hold, which are not "magazined", all employees working this vessel shall be paid the rates mentioned in Article 24.03 a), until the hatches are battened down. Said rates shall not apply when explosives are "magazined".



- c) The rates, as mentioned in Article 24.03 a), shall apply for work on ships in port that have cargo on fire. However, these rates will only apply to the hatches affected by fire, smoke, steam or gas.
- d) The rates mentioned in Article 24.03 a) apply when:
  - i) the deck, the tween-deck and/or the bottom of the hold is covered with water, in such a way that rubber boots are required;
  - ii) the cargo is floating in a liquid or is soaked.
- e) At the beginning of a shift, the employer will give the employees the applicable security measures to be followed in handling the products covered under this Article.

## **WORK ON WRECKED OR STRANDED VESSELS**

### **24.04**

For any work carried out on wrecked or stranded vessels within the limits of the Port of Montreal, the rates in effect at said port shall be paid from the time the employees leave the pier until they return to said pier. If the employees do not leave the ship at meal hours, said meal hours shall be paid at meal-hour rates.

## **WEATHER**

### **24.05**

- a) An employee at work who has reason to believe that the unfavourable climatic conditions constitute a danger in accordance with Section 128 of Part II of the Canada Labour Code may refuse to work in conformity with the provisions of this same Section 128.
- b) If a company orders the employees to stand-by during unfavourable weather conditions, the employees will be paid by the company during that period.
- c) If it becomes impossible to work because of unfavourable weather conditions, the employees will be paid by their employer a guarantee of two (2) hours if they are dismissed before the beginning of any work period and a guarantee of four (4) hours if they are kept until the beginning of any work period. The rates applicable to these guarantees will be those prevailing during the periods covered by the guarantees.

Employees dismissed before the beginning of any period may be recalled for the following period, except for relay work and four (4) hour assignments.

For the purpose of this Article, a period begins either at 06:00, 07:00, 08:00, 11:30, 12:00, 13:00, 15:00, 15:30, 16:30, 17:00, 19:30, 21:30 et 23:00, as the case may be.

Any deficiency in the weekly guarantee will be filled by the job security plan in accordance with the provisions of the collective agreement.

## **ARTICLE 25**

### **PROHIBITION AGAINST STRIKES, LOCK-OUTS & SLOWDOWNS**

In view of the orderly provisions contained in this collective agreement for the settling of grievances, the Union agrees with the companies that during the lifetime of this collective agreement there shall be no strikes, slowdowns or stoppages of work either complete or partial and the companies agree that there will be no lock-out.

## **ARTICLE 26**

### **TECHNOLOGICAL CHANGE - NEW OPERATIONS NEW WORKING METHODS**

#### **26.01 DEFINITIONS**

In the present collective agreement;

- the term "technological change" means the use by companies, within the scope of activities covered by this collective agreement, of different equipment or gear either in their configuration or their operation than those used previously and which modify the employees' working conditions;
- the term "new operations" means a longshoring operation which is not stipulated in this collective agreement.
- the term "new working methods" means an operating method which has never been used in the Port of Montreal and which modifies the employees' working conditions.

#### **26.02 EMPLOYEES' PARTICIPATION**

The M.E.A. recognizes the importance for employees to participate in all technological changes, implementation of new operations or new working methods. The Joint Labour Relations Committee's role is to discuss and resolve any questions concerning the introduction of a technological change, a new operation or a new working method as described in Article 26.01.

#### **26.03 NOTICE**

The M.E.A. must advise the Union at least three (3) months prior to the introduction of a technological change, a new operation or new working method. The Joint Labour Relations Committee must meet in the week following this notice to discuss changes to be made, as the case may be, as a result of this technological change, new operation or new working method.

#### **26.04 DISAGREEMENT**

Should there be a disagreement concerning a technological change, a new operation or a new working method as described in Article 26.01, it will be submitted to the arbitration procedure provided in this collective agreement.

#### **26.05 MAINTAINING THE SAME NUMBER OF EMPLOYEES**

It is agreed that no employee will be laid off as a result of a technological change, a new operation or a new working method.

## **ARTICLE 27**

### **WALKING BOSSES**

- a)** Employers have the exclusive right to choose the walking bosses who are permanently assigned to the company.
- b)** All walking bosses hold the "foreman" classification in secondary.
- c)** Management has the exclusive right to choose foremen and walking bosses assigned by the Dispatch Centre.
- d)** Employees who occupy the position of walking bosses on a non-permanent basis will be dispatched in accordance with Articles 7 and 8.

However, an employee who is required as a walking boss and is assigned through fishing may be present at work at the very beginning of the shift, without having to report in person at the Hiring Hall before said assignment.

## **ARTICLE 28**

### **MAINTENANCE EMPLOYEES**

#### **28.01**

Employees assigned to the maintenance of gear and machinery required for longshoring work are not subject to the same working conditions as longshoremen. Furthermore, they can only be eligible for a longshoring position after following the hiring process provided for in Article 13 of the collective agreement.

However, the provisions of the collective agreement apply unless otherwise provided for in the provisions of Article 28.

The classifications described below are used by the employer for the maintenance employees:

ELECT	Electrician	
MECNO	Mechanic	
PAGRE	Gearman	
PGREM	Gearman	Empire
PGRLO	Gearman	Logistec
SERVI	Service employee	
SOUD	Welder	
CELEC	Electrician	Contrecoeur
CMECN	General mechanic	Contrecoeur
CMEMO	General mechanic	Contrecoeur
CSOUD	Welder	Contrecoeur
CTMEC	Maintenance – major tower repair	Contrecoeur

The parties agree that this list is not restrictive.

Maintenance employees may be trained, through certified and accredited programs, to hold other maintenance employee classifications.

- a)** Employers will recruit specialized labour, such as mechanical or electrical technicians, among non-Unionized employees, if the Union does not have said technicians among its members after a posting has been done. Nevertheless, if circumstances are such that the employer must have some work done by specialized labour in the garage or on maintenance, such as a mechanical or electrical technician, he may recruit labour from outside Union ranks;
- b)** The Union must file a written request directly with the concerned company if it wishes to be informed of the work mentioned in the previous paragraph. Information concerning the nature and duration of the work, as well as the identity and the particular qualifications of the required labour force will then be provided within seventy-two (72) hours following the request by the prescribed notice.
- c)** Candidates must meet the physical and medical requirements established by the employer for maintenance work;
- d)** Candidates who successfully pass the hiring procedure established by the employer are considered as casual labour and are subject to a three (3) month probationary period. During probation, candidates are prohibited from applying for any posting.
- e)** After completing the aforementioned probationary period to the employer's satisfaction, the candidate is added to the list in Appendix "B-3" – list of employees who are part of the reserve pool for maintenance employees;

#### **28.02 Job security plan for Maintenance employees (RSEHE) (Appendix "A-3")**

- a)** The list of forty-two (42) employees whose names appears in Appendix "A-3" makes up the group of employees currently covered by the job security plan for maintenance employees called: "RÉGIME DE SÉCURITÉ D'EMPLOI DES HOMMES D'ENTRETIEN" (RSEHE);

- b)** Notwithstanding the preceding paragraph, all employees whose names appear in Appendix "A-3" included in the list of employees covered by the job security plan stipulated in Articles 13 and 15 and in the list of employees covered by the winter guarantee in Article 20 of the collective agreement;
- c)** The total number of employees listed in Appendix "A-3" will be maintained until the signing of a new collective agreement in accordance with the following rules:
- d)** Any departure, death, retirement or early retirement of an employee listed in Appendix "A-3" is filled by seniority by the next employee listed in Appendix "B-3" – List of employees who are members of the reserve pool of maintenance employees;
- e)** Any employee who is covered under RSEHE will benefit, until the signature of a new collective agreement, from a guarantee of forty (40) hours of work per week, spread out from Monday to Friday with eight (8) hours of work per day. The guarantee is reduced for any cause of non-availability as provided for in Articles 15.03 (a) to (f) and 20.07.

### **28.03 Reserve pool of maintenance employees (Appendix "B-3")**

- a)** The list of employees whose names appear in Appendix "B-3" makes up the group of employees who belong to the reserve pool of maintenance employees. The number of these employees number may vary depending on the companies' requirements.

This list includes the maintenance employees not covered by the RSEHE and who work exclusively for the employer who has approved their hiring.

The rank occupied on this list determines the access to RSEHE as well as the order for a reduction of hours or a layoff in a job for said employer;

- b)** Any new work requiring more than twenty-five (25) weeks of work per year, at forty (40) hours per week or 1600 hours annually must be posted.
- c)** Notwithstanding the preceding paragraph, any work related to the acquisition or maintenance of new equipment is excluded.

### **28.04 Lay-off of maintenance employees**

- a)** A prior notice of fourteen (14) days is sent to the Union and to the employees involved when there is a temporary decrease in activities.
- b)** A prior notice of thirty (30) days is sent to the Union and to the employees involved when activities stop completely.
- c)** Any employee covered by RSEHE may, in case of lay-off, displace an employee from the maintenance employees reserve pool provided he has equivalent or superior technical qualifications. By priority, he displaces an employee from the same employer's maintenance employees reserve pool.

If a displacement of an employee from the maintenance employees reserve pool is not possible, the employee may displace another employee covered by the RSEHE, in order of priority from the same garage, secondly of the same employer, and finally among all employees of the same status, provided the employee has equivalent or superior qualifications for the concerned position.

- d)** If he cannot displace an employee from the maintenance employees reserve pool or an employee covered by the RSEHE, the employee is covered under the provisions of the Supplemental Unemployment Benefit Plans (P.S.A.C.) stipulated in Article 15.08, for a period of twelve (12) months only.
- e)** Moreover, this employee has a right of recall of thirty-six (36) months with the employer that approved his hiring.

- f)** In cases of posting of a position for which he has the necessary qualifications, the candidacy of the laid-off employee is automatically considered. This in no way creates an obligation for the employer who did the posting to hire the employee.
- g)** During his recall period, the employee remains on the list of employees covered by the RSEHE.
- h)** In cases of lay-off, any employee not covered by the RSEHE who has more than three (3) years of service has a right of recall of thirty-six (36) months with the company that approved his hiring. Any employee not covered by the RSEHE who has less than three (3) years of service has a right of recall equivalent to the number of months of service for the company that approved his hiring.

Any employee not covered by the RSEHE may, in the case of a lay-off, displace an employee from the maintenance employees reserve pool, provided he has equivalent or superior technical qualifications for the concerned position. The displacement of an employee from the maintenance employees reserve pool is carried out first of all at the same employer, secondly within the same company, and finally from all of the employees of the same status.

### **28.05 Posting**

- a)** Maintenance employees may only apply on postings for maintenance employee positions. This does not create an obligation to hire for the employer who did the posting.
- b)** When a maintenance employee obtains a new position following a posting, he is subject to a three (3) month probationary period. However, he keeps his status as well as his advantages and other fringe benefits during this period. An employee who loses his new position during his probation period is automatically reinstated to the position he held before the posting.
- c)** The employer of the employee who is leaving may use the services of a subcontractor for the entire probationary period. A six (6) month extension of the use of subcontractors is also possible if the employer commits to fill the position through a posting as soon as the probation period ends. These hours are excluded from the calculation provided for in Article 28.03 (b).
- d)** In the case where an employee leaves his position in a garage, it is possible to apply for that same position only if the hiring conditions are modified, this applying to the entire period that the collective agreement is in force.
- e)** In the case where the company has more than one maintenance site for its equipment, it is possible to transfer employees not covered by the RSEHE. For the transfer of employees covered by the RSEHE and who have not applied on a non-restrictive posting, a seventy-two (72) hour advance notice must be given to the employee. This delay is not necessary in the case of emergency work.

### **28.06 Work schedules**

The hours of work for employees covered by this Article may be according to three schedules with the following terms:

- a)** Longshoring work from 07:00 to 15:00 or 08:00 to 16:00 or 08:00 to 17:00 or 08:00 to 16:30, for regular hours with as many recalls as required;
- b)** A shift schedule commencing at the following times: 08:00, 16:00 and 24:00.
- c)** A shift schedule commencing at the following times: 07:00, 15:00 and 23:00.

The choice of schedule will be determined by the employer who must advise the Union accordingly fifteen (15) calendar days prior to the implementation of the schedule.

## **28.07**

The implementation of a shift schedule does not necessary have a midnight shift; if a decision to establish or to cancel a midnight shift is made, notice must be given to the Union fifteen (15) calendar days prior to establishing such a shift. The number of employees assigned to shifts will be determined exclusively by the employers.

## **28.08**

When an employer operates a three (3) shift system, there must be sufficient employees to provide rotation of these three (3) shifts to allow for a five (5) day week which will allow all employees to have forty-eight (48) consecutive hours of time off during a seven (7) day period.

## **28.09**

When an employer operates two (2) shifts, the employees alternate shifts equitably between the day shift (7:00 to 15:00) and the evening shift (15:00 to 23:00). Pursuant to the provisions of Article 28.07, the alternation can be weekly or every two (2) weeks. The choice of rotating employees is made by seniority and original posting. Pursuant to Articles 28.05 and 28.07, the employer will privilege the presence of unionized workforce to fill the positions on rotation schedules.

## **28.10**

In all cases, whether it is a two (2) or three (3) shift system, maintenance employees are on duty during eight (8) consecutive hours; it is nonetheless agreed that they have a period of one (1) hour (60 consecutive minutes) to eat and relax during their eight (8) hour shift.

The meal hours begin no earlier than 11:00 and no later than 13:00 on the day shift. The meal hour on the evening and night shifts begins no earlier than three (3) hours and no later than five (5) hours after the start of the work shift.

This does not prohibit an employer from having employees working on the three (3) shifts described in Article 28.06 (a), (b) and (c).

Present practice for coffee breaks is maintained.

## **28.11**

Employers covered by this Article may be required, by a direct communication from the employer, to be at work at any time in the case of an emergency.

If staffing permits, an employee who wishes to go outside of the terminal for his meal time may leave for the authorized period.

## **28.12**

The supervision of maintenance work will be done at the employers' discretion. Articles 9.07 and 9.08 do not apply to work covered by this Article.

## **28.13**

Employees assigned to work under Articles 28.06 (a), (b) or (c), may be required to work overtime according to one of the two (2) following schedules: two periods of two (2) hours for a maximum of four (4) hours with a rest period of fifteen (15) minutes for each two (2) hours, or one period of four (4) hours uninterrupted. A rest period of thirty (30) minutes will be granted at the beginning of the overtime period of four (4) hours.

However, these employees will not be assigned to work for more than an average of forty-eight (48) hours during a period of fifty-two (52) weeks, beginning on January 1 of each year.



## **28.14**

- a)** The rate of pay for the 15:00 to 23:00 or 16:00 to 24:00 shifts shall be one and one half (1-1/2) times the basic hourly rate;
- b)** The rate of pay for employees working on the 23:00 to 07:00 or the 24:00 to 08:00 shift shall be double the basic hourly rate;
- c)** Mechanics and electricians working with their own tools will be paid an annual allowance of \$500. This will be paid with the last pay of November each year;
- d)** All work done on Saturdays, Sundays and statutory holidays will be remunerated at double the basic rate;
- e)** All work done on an emergency call will be remunerated at one and a half (1½) times the applicable rate. The call is for a minimum of four (4) hours and can be extended to a cumulative maximum of eight (8) hours. A rest period of thirty (30) minutes is granted for each four (4) hour period at the end of the work period.
- f)** All work that exceeds eight (8) hours in a day and during a shift will be remunerated at time and one half the rate applicable to the original shift;
- g)** Work that exceeds twelve (12) hours in a day will be remunerated at double the rate applicable for the original shift;
- h)** When all of the employer's employees assigned under Article 28.06 (a) are working, they may volunteer for overtime on all work shifts, several times per week.

The employer may, because of the presence of a ship, continue operations by recall for the evening shift and also have an overtime night shift.

Any assignment to the night shift is remunerated at double the basic rate.

- i)** When employees assigned under Article 28.06 (a) are required to finish their shift one (1) hour after the end of the regular shift, they will be remunerated at double the basic rate for that hour. When employees are required to start their shift one (1) hour before the start of their regular shift, they will be remunerated at double the basic rate for that hour.
- j)** Any overtime on day, evening, night or weekend shifts must be filled from a "pick list". This list is created and posted. This list reflects all of the overtime hours converted into hours at regular rate. Seniority only serves to establish the lists in order to take a decision in matters of equality of overtime hours.
- k)** Each employer will continue past practice of supplying the clothing required for doing maintenance work.
- l)** The employer reimburses all maintenance employees listed in Appendices "A-3" and "B-3" the sum of four hundred (\$400) maximum to purchase approved safety shoes, every year, beginning at the signing of the present collective agreement, on presentation of original proof of purchase.
- m)** Each employer will continue past practice for time allowed for hand washing.

## **28.15**

Practices and working conditions in effect at the coming into force of the collective agreement for maintenance employees in the Bulk and Contrecoeur Sectors will continue to apply.

## **28.16**

The various work conditions appearing in the present Article can only be modified after agreement between all the parties. Any special agreements for each of the garages are integrated into the present collective agreement, as provided for in Letter of intent #17.

## **ARTICLE 29**

### **PERSONAL AND OCCUPATIONAL INJURIES**

#### **29.01**

Employers are subject to the legislation on "Accidents at work and occupational illnesses".

#### **29.02**

- a)** The employer agrees that, in cases of occupational injuries which render an employee covered by job security unable to fulfil his work beyond the day during which the injury occurred, the M.E.A. will pay 90% of his net salary for each day or part of day when this employee would have normally worked, had it not been for his disability, during the fourteen (14) complete days following the start of this disability. The M.E.A. will pay this salary to the employee at the time he would have normally been paid as long as the latter supplies the required medical certificate as stipulated in Article 199 of "La Loi sur les accidents du travail et les maladies professionnelles".
- b)** For employees in the first reserve pool in Appendix "B", the fourteen (14) days provided above will be calculated on the basis of the number of times they would have been assigned to work during that period, assuming that they would have been available for each of these assignments.
- c)** The M.E.A. also agrees to pay a salary advance to the employee starting on the fourteenth (14th) complete day following the start of the employee's disability rendering him unable to fulfil his work, provided he submits a satisfactory medical certificate to the M.E.A. and completes the form prescribed by "La Commission de la Santé et de la Sécurité du Travail" entitled "Réclamation du travailleur (Worker's Claim)". These advances will be paid to the employee at the time his salary would normally have been paid.

#### **29.03**

These advances are equal to the replacement indemnity calculated by "La Commission de la Santé et de la Sécurité au Travail" under the "Loi sur les accidents du travail et les maladies professionnelles" and paid by the latter to the employer identified in the employee's claim to the C.S.S.T. Should there be an increase in the indemnity by the C.S.S.T., the advances will be increased likewise.

#### **29.04**

In the event the decision made by the C.S.S.T. indemnity agent results in the rejection or in an acceptance in part only of the right of the employee to a replacement indemnity, the overpayment of advances will be reimbursed directly by the employee or through the amounts he might receive from job security, or from his wages, after he has returned to work.

#### **29.05**

The reimbursement of indemnity advances will be made as follows:

- a)** At the time of payment of the first advance, every claiming employee must sign a form stipulating that he agrees to reimburse the indemnity advances received in the event, as mentioned in Article 29.04, his right to a replacement indemnity is refused or accepted in part only by the C.S.S.T.'s indemnity agent.
- b)** Should there be an overpayment, a rejection of the right of the employee to a replacement indemnity by the C.S.S.T.'s indemnity agent, or a termination of employment, a registered letter will be sent to the employee in question informing him of the amount to be reimbursed to the M.E.A. within the ten (10) days following the date of said letter, otherwise part of his wages will be retained at source each week until the amount due has been reimbursed.
- c)** Reimbursements will be of sixty-five dollars (\$65.00) per week.

## **29.06**

Any other means of reimbursement must be approved by the M.E.A.

## **29.07**

The parties agree to encourage employees who suffer from an occupational injury or illness to reintegrate the workforce.

To this end, the M.E.A., in collaboration with the Union, agrees to consider the return to work of an employee who has permanent functional limitations as a result of an occupational injury. In such cases, the Classification Committee will evaluate the reintegration possibilities, beginning with the granting of one or more classifications as required to allow the employee to work for a similar number of hours as other employees who hold the same classifications.

In the case of an employee who is the victim of a permanent occupational injury and who benefits from an accommodation agreement, the M.E.A. agrees to grant the classification OTUGX or OTUGY for an indefinite period until such time the employee is able to hold a primary classification in accordance with his limitations. Moreover, the employee is automatically a candidate for primary positions among the classifications he can be given.

The agreements between the parties concerning accommodations for employees are confirmed in writing. These agreements may be modified by the parties should there be a change in the accommodated employee's situation, including a worsening of his disability.

Moreover, an employee who returns to work but is unable, due to temporary medical restrictions, to function within all of the classifications he held before his absence from work, may be allowed to function within only part of his classifications during the duration of his medical restriction:

- 1) in his primary classification
- 2) in the OTUGX or OTUGY classification in his sector
- 3) in his secondary classifications (in his primary sector)
- 4) in his secondary classifications (outside his primary sector)
- 5) and, should all the preceding measures not be possible, the employee may be given the OTUGM or any other truck classification that his seniority allows him to possess.

## **29.08**

Any employee covered by job security who ceases to be available as a result of an occupational illness or accident during a period of more than five (5) days may not reintegrate his position and benefit from the job security plan unless he demonstrates, by way of medical testimony, to the satisfaction of the M.E.A., that he is able to efficiently accomplish the work in all the classifications he held prior to his period of unavailability.

Also, the M.E.A. and the Union agree that, in a case of personal illness or a personal accident, the parties will try to apply the principles of Article 29.07.

## **29.09 PRECAUTIONARY CESSATION OF WORK FOR A PREGNANT WOMAN**

The pregnant employee who receives benefits with respect to the precautionary cessation of work from the Union's Social Security Plan is paid by the M.E.A. for a maximum period of seventeen weeks or until the confinement following the fifteen weeks of precautionary cessation of work paid by the Union's Social Security Plan.

The allowance paid by the M.E.A. corresponds to sixty per cent (60%) of the regular straight time wage according to the employee's guarantee group, as stipulated in Articles 15 and 20 of the collective agreement.

These hours are recognized hours as stipulated in Article 18.01 b) iii).

**ARTICLE 30**

**DISPATCH OF THE WORKFORCE**

The parties recognize that dispatching the workforce is Management's exclusive right.

## **ARTICLE 31**

### **SHIPLINERS**

#### **31.01**

All securing work done inside containers, on the dock or in the sheds, in ships or any other site within the jurisdiction as provided in Article 1, will be performed only by shipliners, except in the case of minor work clearly accessory to the work performed by longshoremen.

#### **31.02**

The M.E.A. will pay to each shipliner in primary an allowance of two hundred and eighty dollars (\$280) for the use of his tools. This amount is paid in two instalments of one hundred and forty dollars (\$140) in the months of June and December of each year.

The employer will reimburse shipliners in primary the sum of three hundred and fifty dollars (\$350) annually for the purchase of approved safety shoes and work clothes on presentation of proof of purchase.

## **ARTICLE 32**

### **DEDUCTION OF UNION DUES**

The M.E.A. will deduct from wages paid to all employees the amount of current Union dues, or their equivalent in the case of non-Union employees, and will remit each week to the Union the sums thus deducted. At the end of each fiscal year, the M.E.A. will provide all longshoremen with a statement of the dues so deducted at the same time as they are given their T-4 income tax forms.