

1981-1984

COLLECTIVE AGREEMENT

BETWEEN

THE MARITIME EMPLOYERS ASSOCIATION

AND

THE HALIFAX CARGO & GANGWAY WATCHMEN UNION

LOCAL 1736, I.L.A.

SOURCE	M.E.A.		
EFF.	16	06	90
TERM.	31	12	89
No. OF EMPLOYEES	90		
NOMBRE D'EMPLOYÉS	90		

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INDEX

SECTION I	PURPOSE
SECTION II	RECOGNITION
SECTION III	HOURS OF WORK & RATES OF PAY
SECTION IV	DISCIPLINE
SECTION V	ADMINISTRATION
SECTION VI	VIOLATION OF AGREEMENT
SECTION VII	GRIEVANCE AND ARBITRATION PROCEDURE
SECTION VIII	PROHIBITION AGAINST ILLEGAL STRIKES AND ILLEGAL LOCKOUTS
SECTION IX	GENERAL
SECTION X	TERMINATION

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COLLECTIVE AGREEMENT

BETWEEN :

From 1361
ON THE ONE PART:

The Maritime Employers Association acts for and on behalf of members of The Shipping Federation of Canada, INC. employing steamship companies, agents and contracting stevedores, handling vessels in the Port of Halifax, N. S., hereinafter referred to as "Management".

AND :

ON THE OTHER PART:

The Halifax Cargo & Gangway Watchmen, Local 1738, I.L.A., hereinafter referred to as "The Union".

SECTION I - PURPOSE

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The general purpose of this Agreement is to establish mutually satisfactory relations between the Companies/Contracting Stevedores and the Union, and to provide machinery for the prompt disposition of grievances and to establish satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

SECTION II - RECOGNITION

The Companies recognize the Union as the exclusive bargaining agent of all members employe9 at the Port of Halifax, N. S. classified as Watchmen.

SECTION III - CALL OUT PERIODS AND RATES OF PAY

- (a) Men may be called to start work at any of the following times:
8:00 AM, 1:00 PM, 6:00 PM, and 12:00 Midnight.
- (b) The guarantees shall be 'as follows:
1. On the first call of the day men shall be entitled to four (4) hours pay (eight (8) hours in the case of a midnight start) at the appropriate rate unless released at the start time due to weather in which case they shall receive two (2) hours pay at the appropriate rate.
 2. On all subsequent calls, men shall be entitled to four (4) hours pay at the appropriate rate with the exception of a ship finishing in which case no less than two (2) hours. This applies to men working on vessels.
- (c) The rates of pay per houx for Watchmen shall be:
- | | | |
|--------------------------------------|---|------------------------------|
| July 1, 1981 to December 31, 1981 | - | \$ 6.91 |
| January 1, 1982 to December 31, 1982 | - | 7.53 |
| January 1, 1983 to December 31, 1983 | - | 8.45 |
| January 1, 1984 to December 31, 1984 | - | Same percentage as Local 269 |
- (d) Rates of pay per hour from midnight Christmas Eve until midnight December 26 shall be:
- | | | |
|--------------------------------------|---|----------------|
| July 1, 1981 to December 31, 1981 | - | \$13.82 |
| January 1, 1982 to December 31, 1982 | - | 15.06 |
| January 1, 1983 to December 31, 1983 | - | 16.90 |
| January 1, 1984 to December 31, 1984 | - | 2 X Basic Rate |
- (e) The rate of pay for Watchmen per hour employed on a ship or pier when dangerous explosives are being worked shall be:
- | | | |
|--------------------------------------|---|----------------|
| July 1, 1981 to December 31, 1981 | - | \$13.82 |
| January 1, 1982 to December 31, 1982 | - | 15.06 |
| January 1, 1983 to December 31, 1983 | - | 16.90 |
| January 1, 1984 to December 31, 1984 | - | 2 X Basic Rate |

SECTION III - CALL OUT PERIODS AND RATES OF PAY (CONT'D)

(e) Cont'd

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For the purpose of this Agreement "dangerous explosives" is defined as cargo of an explosive nature that, under Government regulations has to be carried in a specially-constructed magazine on board ship.

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(e)
(f) The rate of pay for Watchmen employed on the following holidays, or their day of observance, shall be time and one half of normal rates: New Year's Day, Good Friday, Sovereign's Birthday (on day proclaimed), Dominion Day, Natal Day (on day proclaimed), Labour Day, Remembrance Day, Thanksgiving Day.

12
(c)
(g) The rate of pay per hour for watchmen employed on a ship or pier where aeroprills or nitraprills are being worked or have been loaded shall be:

July 1, 1981 to December 31, 1981	- \$ 7.26
January 1, 1982 to December 31, 1982	- 7.88
January 1, 1983 to December 31, 1983	- 8.80
January 1, 1984 to December 31, 1984	- New Basic Rate plus \$0.35

(h) In the event men are required to start between 6:00 AM and 8:00 AM, then time worked prior to 8:00 AM shall be paid at one and one half times the appropriate basic day rate.

(i) Notwithstanding the call out periods, it is agreed that when men are required at other than N.H.B. facilities, the call out periods will not apply. In such instances men will be paid from the time work commences and will be paid only for the actual time worked.

SECTION IV - DISCIPLINE

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(a) The Union agrees that it will not uphold incompetence, shirking of work, pilfering or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence of alcohol. An employee may be discharged or otherwise dealt with as the Companies/Contracting Stevedores see fit for committing any of the above offences or for any other reasonable cause but a claim by an employee that he has been discharged or disciplined without reasonable cause may be the subject of a grievance. Any employee suspended or discharged by any employer will not be dispatched by the Union to any Company/Contracting Stevedore unless he is reinstated by agreement of the parties or pursuant to the arbitration procedure.

- (b) Charges against an employee resulting in dismissal or suspension may be resolved on appeal by, the Grievance Committee upholding the Company's action, or restoring the employee to his former position with full compensation for all regular time lost, or by any other arrangement which is considered just and equitable by the parties or by an Arbitration Board.

SECTION V - ADMINISTRATION

- 6^o (a) The Companies acknowledge *the* right of the Union to appoint or otherwise *select* a President and a Business Agent and they agree to recognize each of them for the purpose of administering this Agreement.
- 6^b (b) No rules, regulations or resolutions shall be passed by any of the companies or the Union which are inconsistent with the provisions of this Agreement.
- 6^c (c) 1. In consideration of the terms and conditions agreed to between the parties to this Agreement, the Union undertakes and agrees to supply the necessary men to perform all work required by the Companies/Contracting Stevedores under the Agreement throughout its term.
2. The Union agrees to provide Management with an accurate list of their membership who are available for work and this list will be submitted by the 31st of December of each year.
- (d) When required because of business arrangements, more than one Company/Contracting Stevedore may perform work simultaneously on one vessel but not in the same hatch.
- (e) The Union agrees that it will give priority in supplying men to the Companies represented by the signatories to this Agreement and the requirements of such Companies will be filled before any men are supplied to other interests.

SECTION - VIOLATION OF AGREEMENT

AP Should working conditions as set out in present Agreement be violated by either party to this Agreement or by any person represented by either party, the party affected by said violation may submit a grievance according to Section VII. In such cases, the Board of Arbitration has the authority to order reimbursement of any payment made by any Company/Contracting Stevedore, or loss suffered by any employee as a result of said violation, and/or exemplary damages.

SECTION VII - GRIEVANCE AND ARBITRATION PROCEDURES

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- a) The Union shall appoint or otherwise *select* from among the members of the bargaining unit, a Union Grievance Committee to consist of the President, the Assistant Business Agent and one other Officer and shall notify the Federation and names of the Grievance Committee within seven days of the signing of this Agreement. The Companies shall likewise select a Grievance Committee to consist of not more than three persons and the Federation shall notify *the* Union the names of the members of the Federation Grievance Committee. It is mutually agreed that the Union and the Federation shall have the right to appoint or otherwise select a substitute for any of the members of their respective Grievance Committees whenever *they* deem such substitution necessary, except that any such substitution may not be made with respect to a grievance after it has been submitted to arbitration.
- b) Any grievance signed by an employee or group of employees as to the interpretation, application, administration or alleged violation of the Agreement, which the Union may wish to discuss with any of the Companies shall be taken up on behalf of the Union or the men, first by the business Agent, or in his absence, any

Office of the Union (but not by the man) with the Company's Representative/Contracting Stevedore on the wharf. Any grievance signed by any Company which it wishes to discuss with the Union shall be taken up first by the Company's representative/Contracting Stevedore on the wharf with the Business Agent, or in his absence, any officer of the Union.

c) In the event that the said grievance is not settled within three working days after being first discussed as above, then, at the request of the Union or a Company, the Federation's Grievance Committee and the Union's Grievance Committee shall meet within a further two working days.

d) If the dispute is not settled within a further delay of five working days, it shall, at the written request of the Union or a Company/Contracting Stevedore then be referred to a single Arbitrator who shall be selected in rotation from a panel of six constituted by the respective parties in the naming of three persons each, and at the time the party requesting the arbitration shall set forth in writing to the Arbitrator, with a copy to the other party, the matter submitted to arbitration, the article or articles of the Working Agreement alleged to have been violated and the remedy or remedies requested.

e) The Arbitrator shall sit within five (5) days from the date of his appointment and shall render his decision and report to the parties within a further period of five (5) days unless an extension has been mutually agreed upon by the parties.

f) The decision of the Arbitrator shall be final and binding on both parties, provided that the Arbitrator shall not be empowered to add to, alter, modify or amend any part of this Agreement. Should the Arbitrator be dealing with a dispute concerning work practice or practices, he shall have the power to declare whether or not the action requested or objected to is included within existing work practices. However, he shall not have the power to decide whether or not proposed new or changed work practices are appropriate.

g) Pending disposal of a dispute, in accordance with the above procedure, the men shall continue to work as instructed by the Company/Contracting Stevedores,

h) The parties will jointly bear the fees and expenses of the Arbitrator.

SECTION VIII - PROHIBITION AGAINST ILLEGAL STRIKES AND ILLEGAL LOCKOUTS'

In view of the orderly arrangements provided by this Agreement for the settling of grievances the Union agrees with the Companies that during the lifetime of this Agreement there shall be no strike, slowdown or stoppage of work either complete or partial, and the Companies agree that there will be no lockout.

SECTION IX - GENERAL

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(a) The present Agreement as written constitutes the full and only agreement between the parties and covers all working conditions to be observed by both parties. It is further agreed that no previous condition, practices, customs, rules or Agreements shall be permitted to modify the terms of this Agreement.

(b) The Management of work and the direction of the working forces are vested exclusively in any Company covered by this Agreement, subject to the express provisions contained herein.

(c) Rules established by the Companies/Contracting Stevedores and the National Harbours Board with regard to smoking on ships or in sheds shall be observed at all times.

(d) When non-Union men are employed - on account of shortage of Union labour - they shall not be replaced by Union men during the remainder of the four-hour period, on the pattern of the Longshoremen's Agreement regarding working period.

(e) All payrolls to close at 8:00 AM Sunday and payment of wages shall commence not later than 10:00 AM the following Thursday.

(f) It is understood that the tonnage assessment on cargo paid to the Trustees of the Shipping Federation of Canada - I.L.A. Trust Funds at Maritimes Records Bureau by the Maritime Employers Association as set forth in Section 14:14 (a) of the Collective Agreement between I.L.A. Local 269 and the Maritime Employers Association shall satisfy all of the Maritime Employers Association's obligations under this Agreement with I.L.A., Local 1738 for any such payment to the Trustees.

In addition, the Maritime Employers Association on behalf of its members agrees to pay on monthly basis to the Trustees of the Shipping Federation of Canada - I.L.A. Trust Funds at Maritimes Records Bureau, the amounts set forth below per man hour worked:

November 25, 1981 to December 31, 1981	- 1/2 of 1% of \$ 6.91
January 1, 1982 to December 31, 1982	- 1/2 of 1% of \$ 7.53
January 1, 1983 to December 31, 1983	- 1/2 of 1% of \$ 8.45
January 1, 1984 to December 31, 1984	- 1/2 of 1% of new basic rate

(g) Ten (10%) percent of gross earnings will be paid to the men as vacation benefits. It is agreed that vacation benefits will be calculated on wages earned during the twelve (12) month period ending with the end of the pay week closest to October 1st, and that such benefits will be paid not later than November 15th.

SECTION IX - GENERAL

- 5 (h) In accordance with the Canada Pension Plan which became effective January 1, 1966, the Companies/Contracting Stevedore are to make the required employer contribution on behalf of each shore labour employee covered by this Agreement to the Canada Pension Plan to deduct the required employee contribution from the wages of each employee employed under this Agreement and to remit such deductions to the Canada Pension Plan.
- 1 (i) It is agreed that the payment of 3.5% in lieu of statutory holiday pay will be continued during the life of the Agreement as in *past*.
- 2 (j) 1. It is agreed that the existing Port Safety Committee shall be maintained for the term of the Collective Agreement and each party shall have one vote.
- 3 2. Following the signing of the Collective Agreement, the Maritime Employers Association shall undertake to employ a qualified Port Safety Officer subject to the approval of the Joint Safety Committee. The Safety Officer shall act as liaison between the Safety Committee and the work place as well as with Government Departments and/or Agencies.
- 13C 3. In addition, should there arise an instance wherein an immediate ruling for safety considerations is required, then the Safety Officer shall make such rulings which shall then be binding on the parties unless and until the ruling is modified by the Safety Committee or as a result of an appeal to arbitration in accordance with Article XI herein.
- 13d 4. When the Safety Officer is called upon for an immediate ruling as referred to in (3) above, and employers have ceased work pending such ruling then if in the Safety Officer's opinion there existed sufficient reason to cease work, the employees' pay shall not be interrupted, subject to the guarantees set forth in Article 4 herein, provided that the men proceed to work as directed once the Safety Officer determines work may resume or if the men are directed to perform other work.

SECTION IX - GENERAL CONT'D

(j) Cont'd

13c 5. In view of the foregoing arrangements on safety, the parties agree that within one week following the signing of this Collective Agreement, they shall submit a joint application to the Minister of Labour for ET. exemption as set forth in Section 82:2 of the Canada Labour Code

SECTION X - TERMINATION

This Agreement shall be effective from the date of its signing until December 31, 1984 and thereafter from year to year unless or until either party gives notice to the contrary during the period of October 1, 1984 to December 31, 1984, or the period November 1st to December 31st of any subsequent year.

SIGNED THIS 14th day of August, 1982 at HALIFAX, N. S.

FOR:

THE MARITIME EMPLOYERS ASSOCIATION

[Handwritten signature]

FOR:

I.L.A., LOCAL 1738

[Handwritten signature]

Jacob W Hillis

12