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EFF.	08	11	81
TERM.	31	12	83
No. OF EMPLOYEES	180		
NOMBRE D'EMPLOYÉS			

COLLECTIVE AGREEMENT

Wages Eff: 01/01/81

- BETWEEN -

The Maritime Employers Association acting for and on behalf of its members, the Shipping Federation of Canada Inc., employing steamship companies and agents and contracting stevedores handling ocean vessels in the port of Toronto, Ontario, hereinafter referred to as the "Association", "Federation", "Company", "Companies",

OF THE FIRST PART

- AND -

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

OF THE SECOND PART

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T A B L E O F C O N T E N T S

ARTICLE I	PURPOSE	1
ARTICLE II	RECOGNITION	1
ARTICLE III	RELATIONSHIP	2
ARTICLE IV	GANG SIZES AND MANNING	5
ARTICLE V	HOURS OF SERVICE AND WAGE RATES	7
ARTICLE VI	CALL HOURS	11
ARTICLE VII	GENERAL	13
ARTICLE VIII	GRIEVANCES AND ARBITRATION	17
ARTICLE IX	BULK SOYBEAN MEAL AGREEMENT	22
ARTICLE X	BULK FERTILIZER	22
ARTICLE XI	TERMINATION	23

ARTICLE I - PURPOSE

1.01

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

1.02

The Agreement shall apply only to employees while engaged in the handling of cargo discharged from or loaded on vessels at the port of Toronto as well as to work set forth in Article 2.02 of this Agreement.

ARTICLE II - RECOGNITION

2.01

The Companies recognize the Union as the exclusive bargaining agent of all their employees employed at the port of Toronto, Ontario, classified as gang, foremen, sub-foremen, hatchmen, winchmen, cooper, stevedores, towmotor operator, crane operator, stevedores handling freight in sheds and gearmen, excluding superintendents, walking bosses, manifest clerks, guards and watchmen acting as guards.

2.02

It is agreed that for all work that the Companies are instructed to perform, including the sweeping of holds, cleaning of ballast tanks, lining of ships, opening and closing of hatches, shall be done by members of the Union, except only in the case of hatch covers of a special type.

2.03

Notwithstanding the provisions of Article 2.02 above, it is agreed that where lashing and/or securing is to be performed on a vessel when alongside the dock and where more than one (1) hour's work is involved, such work shall be performed by members of the Union.

2.04

Notwithstanding the provisions of Article 2.02 above, it is agreed that, excepting hatch covers of a special type, when hatches are opened by longshoremen, they shall be closed by longshoremen and when hatches are opened by the crew, they shall be closed by the crew.

2.05

The Companies agree that they will not discriminate against any employee by reason of his Union activities.

2.06

The Union agrees not to provide any labour to employers who are not members of the Maritime Employers Association save and except the Toronto Harbour Commissioners.

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2.07

The Companies agree that walking bosses employed by them will be selected from among the members of the Union and the parties agree that their terms and conditions of employment are not covered by this Agreement.

ARTICLE III - RELATIONSHIP**3.01**

At the opening of each operating season or at the request of the Union or the Companies at any time during the course of an operating season, the Companies and the Association as a group shall discuss with the Union the number of gangs (herein referred to as Regular Gangs) expected to be necessary to handle normal operations during the season. When the total number of regular gangs has been agreed upon, the Companies and the Association will decide the number of regular gangs to be assigned to each Company and each Company shall notify the Union as to the number of gangs assigned to it and the name of the person from among the Union membership chosen by the Company to be foreman of each such gang.

3.02

Each Company agrees that every foreman named by it shall be a member of the Union.

3.03

Foremen shall be paid seventy-five cents (~~75¢~~) per hour in excess of the established wage scale rates for longshoremen.

3.04

Each foreman of a regular or irregular gang shall select the normal complement of his gang including winchmen and hatch tenders from among the Union membership and shall at all times be responsible for his gang and have the men available for work when called. Men will follow their gangs at all times.

3.05

Each Company shall inform the Union according to the provisions of this Agreement as to the regular gang or special gangs required by it from time to time at any call period and in so doing, shall name the regular gang or gangs required and the pier to which each gang is to report and the Union shall dispatch the gangs according to the information and instructions thus given to it by each Company as aforesaid.

3.06

If all available regular gangs are working and a Company needs an additional gang or gangs, it shall inform the Union according to the provisions of this Agreement and the Union shall dispatch such additional gang or gangs, herein called "irregular gangs", in accordance with the Company's request and the Company shall have the right to name the foreman of each such gang. If such gang or gangs are not supplied by the Union, then, the Company concerned shall have the right to obtain such gangs directly.

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3.07

When at any time gangs are short of the number of men required, the foreman of such gangs shall select additional men from among the Union members of gangs not working. If no Union members are available, then the gang will be brought to full strength with non-Union men.

3.08

In the event that a foreman is discharged, quits or is not available for work, then the Company who named him foreman, shall name a new foreman in his place who, on becoming a foreman and so long as he acts as foreman for that particular gang, shall have the right of selection set forth in clauses 3.04 and 3.07.

3.09

It is understood and agreed that where non-Union employees are engaged by any Company, such non-Union employees will be put to work on those operations where it is expected that the least number of man hours of work are involved. Regular gangs shall not be laid off by a Company as long as that Company is employing either irregular or non-Union gangs and Union men employed in irregular or non-Union gangs shall, if laid off, revert to their regular gangs (if working).

3.10

For the purpose of this Article:

(a) Earnings of the gang shall be measured as heretofore by reference to the earnings of their foreman and shall not have reference to the aggregate earnings of the individual members of the gang. Relatively equal earnings shall mean the differential between the lowest and the highest earnings of the regular gangs in the port of Toronto.

(b) It is understood and agreed that the sequences of pick for dispatch shall be on a port-wide rotation basis; however, within the number of gangs required, Companies will have preference to their parent gangs in the number they require, if available.

(c) Notwithstanding (b) above, it is agreed that when eight (8) or less gangs are ordered, "short gangs" may be dispatched last on the understanding that the Companies maintain the right to

determine the number and allocation of the gangs available amongst themselves and may determine, if necessary, which gang orders, in a shortage-of-labour situation, are to be left unfilled. It is further agreed that this procedure will not be implemented for twenty-one (21) days after the ratification of this Agreement and the parties agree that a Joint Dispatch Committee will be established to study the language, and conditions, and procedure, and may make revisions thereto if they are mutually agreed on by the parties.

ARTICLE IV - GANG SIZES AND MANNING

4.01

(a)	Break-bulk Cargo	1 & 14
	Bagged Cargo	1 & 14
	Non-palletized/non-unitized refrigerated cargo	1 & 14
	*Palletized/unitized/pre-slung cargo	1 & 14
	Steel, Wire Rod Bdls (ship's gear)	1 & 12
	Steel, Wire Rod Bdls (shore crane)	1 & 11
	Coils under 5 tons	1 & 11
	Coils over 5 tons (ship's gear)	1 & 11
	Tinplate (ship's gear)	1 & 12
	Coils over 5 tons, Ingot Moulds (shore crane)	1 & 10
	Automobiles	1 & 14
	Newsprint (manual)	1 & 14
	*Newsprint (lift truck)	1 & 14
	**Containers - shore crane	1 & 7
	- ship's gear	1 & 9
	Roll-on/Roll-off	1 & 7

* In addition to the fork lift truck operator employed in the gang, it is agreed that up to and including two (2) men employed in the hold may be used to drive fork lift trucks either in the hold or on the dock.

** It is agreed that container gangs may be transferred within a Company from ship to ship for the handling of containers only.

(b) BULK

Salt or other bulk) except as otherwise) set forth in this) Agreement	1 hatch tender per crane plus trimmers as required.
Bulk Sugar)	4 men per crane plus additional men as required

(c) A gearman to be employed when a Company has a ship working.

4.02 Notwithstanding Article 4.01 above, it is agreed that a minimum of one (1) foreman and six (6) men shall be used for lashing and securing as described in Article 2.03

4.03

- (a) - manhandled cargos 3,000 lbs.
- (b) - essentially non-man-handled cargos any number of pieces to a maximum of 10,000 lbs.
- i) steel
- ii) newsprint, linenboard and printing paper 4 rolls to a maximum of 9,000 lbs.
- iii) any other commodities (incl. tinplate, metals and alloys) any number of pieces up to a combined weight of 3,000 lbs. except where an item weighs 1,500 lbs or more, then 2 such items may comprise one lift to a combined weight of 9,000 lbs. with ship's gear or 2 such items may comprise one lift regardless of weight with other than ship's gear.

4.04

Definitions:

For the purpose of this Article:

- (a) Steel - to be defined to include but not restricted to: wire rod, coils, angles, beams, flats, piling, pipe, plates, bars., pre-fabricated T's, billets, balls, channels, bundles of sheet, envelopes, rebar, rails, railway axles, tubing, tin and/or sheet.
- (b) metals and alloys - to be defined to include but not restricted to: copper, zinc, lead, aluminum.

4.05

(a) Notwithstanding the foregoing, in the case of pre-slung bagged cargos being loaded/unloaded to/from the square of the hatch, then up to 4 such items may comprise one lift.

(b) In the event an operation involves both manhandled and the pre-slung referred to in 4.05 (a) above, then the manning of a foreman and 14 men as set forth in Article 4.01 (a) for the manhandled phase shall be maintained through the pre-slung phase. Furthermore, the manning in the hold for the manhandled phase shall be maintained through the pre-slung phase and should the company require additional manning, then such men shall be employed over and above the 14.

ARTICLE V - HOURS OF SERVICE AND WAGE RATES**5.01**

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

From 8:00 a.m. to 12 noon

From 1:00 p.m. to 5:00 p.m.

From 6:00 p.m. to 10:00 p.m.

5.02

It is agreed that work will normally terminate at 10:00 p.m. but that at the Company's request, work shall continue to as late as 12:00 midnight when the Companies consider it to be necessary in order to complete the loading or unloading of a vessel

5.03

Except for work on bulk and under Articles IX and X of this Agreement, all work is to cease at midnight except during the last two weeks of the navigation season when, because of weather conditions, it may be necessary to work vessels day and night to clear them from the Lakes.

5.04

During the term of this Agreement, the Companies and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in the attached schedule which is hereby made a part of this Agreement.

5.05

MEAL HOURS

Meal hours shall be as follows:

From 4:00 a.m. to 8:00 a.m.

From 12:00 noon to 1:00 p.m.

From 5:00 p.m. to 6:00 p.m.

From 10:00 p.m. to 12:00 midnight

Employees required to work through any of the above meal hours, shall be paid a minimum of one (1) hour at the meal hour rate as per attached schedule for such hour or part thereof. Maximum work-through period of any meal hour shall be one (1) hour except as provided for in clause 5.02 when the maximum work-through period shall be two (2) hours.

5.06

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

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

(b) The rate of pay for handling refrigerated cargo (i.e., 0° C. or less) shall be as shown in the attached wage schedule.

5.07

(a) Rates of pay as per attached schedule to be paid for work on ships in port with cargos on fire. **This** only applies to hatches affected by fire, smoke, steam, gas or oil. **If** any cargo in any hatch is submerged in water, the same rates will be paid for handling such cargo.

(b) When, because of weather, shifting, collapse or other unusual situation, the original condition of the cargo or stow has been altered causing substantial damage with the result that normal handling procedures cannot be followed, the rates of pay will be as per attached schedule, when actually working such cargo.

5.08

The rate of pay for all hours worked on the following holidays or their day of observance, shall be as per attached schedule:

New Year's Day Remembrance Day
 Good Friday Christmas Day
 Victoria Day
 Dominion Day
 Civic Holiday
 Labour Day
 Third Friday in September
 Thanksgiving Day

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and any new holidays designated by the Federal government.

If any of the above holidays falls on a Sunday, it shall be observed by the Companies on the day upon which it is generally observed in the community. No work shall be performed on Labour Day except the handling of mail and passengers' baggage. If Victoria Day is observed in the community on a day other than the 24th of May, the day of community observances shall apply.

5.09

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

5.10

(a) Each Company shall pay each employee employed by it as vacation benefits 10.5% in the calendar years 1981, 1982 and 1983 of the employee's gross annual earnings from that Company, and the Companies undertake to make every reasonable effort to pay these vacation benefits not later than October 15.

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(b) Annual vacation pay shall be pro-rated and income tax deducted weekly and shown on the employee's weekly pay cheque.

5.11

(a) Effective January 1, 1981 and up to and including December 31, 1981, each of the Companies shall pay to the trustees of I.L.A. Locals 1842, 1869, 1879 and 1654 Health and Welfare Fund, the sum of two dollars, thirty and one-half cents (\$2.30 1/2) per man/hour worked by their respective employees in the bargaining unit.

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Effective January 1, 1982 and up to and including December 31, 1982, each of the Companies shall pay to the trustees of I.L.A. Locals 1842, 1869, 1879 and 1654 Health and Welfare Fund, the sum of two dollars, forty-two and one-half cents (\$2.42 1/2) per man/hour worked by their respective employees in the bargaining unit.

Effective January 1, 1983 and up to and including December 31, 1983, each of the Companies shall pay to the trustees of I.L.A. Locals 1842, 1869, 1879 and 1654 Health and Welfare Fund, the sum of two dollars, fifty-four and one-half cents (\$2.54 1/2) per man/hour worked by their respective employees in the bargaining unit.

(b) Said trustees shall use the money thus paid to them for the purposes set forth in the Memorandum of Agreement dated October 1st, 1963, and amendments made thereto from time to time. However, it is understood that the Pension allocation shall not be less than 94 1/2 ¢ per man/hour and that the remainder of the funds shall be applied to the cost of premiums covering life Insurance, dependent life, A.D. & D., O.H.I.P., administration, weekly indemnity and major medical premiums for the plan as it is at present. It is also understood that any increases in premiums shall come from the above monies during the life of this Collective Agreement and that overpayments, if any, shall be returned to the individual on a once per year basis.

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(c) Based on the above, it is agreed that persons reaching the age of 65 must retire on the first (1st) day of the month following the attainment of age 65.

5.12

Notwithstanding other provisions of this Collective Agreement, it is understood that a bulk sugar vessel may be handled either in accordance with section 5.01 or in accordance with the following:

- (A) Continuous 12 hour shifts from 8h00 am to 8h00 p.m. and from 8h00 p.m. to 8h00 a.m.
- (B) If the above shift schedule is to be used, Management must so specify at the time of placing the initial order for the vessel.
- (C) Employees shall be entitled to two (2) ½ hour meal breaks during each 12 hour shift.
- (D) The rates of pay applicable to the 12 hour shift schedule shall be:

Monday to Friday

8h00 am. to 8h00 p.m. - 8 hours at the basic rate and
3 hours at time and one-half

8h00 p.m. to 8h00 a.m. - 8 hours at the basic rate plus
\$1.00 per hour and 3 hours at
time and one-half.

Midnight Friday to Midnight Saturday

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

Midnight Saturday to Midnight Sunday

All hours (including meal breaks) to be paid at double time.

- (E) Notwithstanding the provisions of article 6 herein, it is understood that the guarantees applicable to the last shift worked on a vessel shall be four (4) hours for the 8h00 a.m. to 8h00 p.m. shift and eight (8) hours for the 8h00 p.m. to 8h00 a.m. shift.
- (F) Notwithstanding sections 6.01 and 6.02 herein, in the case of the twelve (12) hour shifts set forth above, the call hours shall be:
 - 3h30 p.m. for 8h00 p.m. and 8h00 a.m. the following day. However, all orders for Sunday must be placed by 3h30 p.m. on Saturday and all orders for a holiday must be placed by 10h00 a.m. the preceding day.

ARTICLE VI - CALL HOURS

6.01

Call hours shall be 8h00 a.m., 1h00 p.m., 6h00 p.m. and 12h00 midnight. Orders for the above call hours shall be placed with the Union office not later than 7h30 p.m. the day before the 8h00 a.m. call; 10h30 a.m. for the 1h00 p.m. call and 3h30 p.m. for the 6h00 p.m. call and for the 12h00 midnight call. All orders when placed shall not be subject to cancellations, except as provided for in clauses 3.10 (c) and 6.04.

6.02

All orders for Sunday work, day or overtime, must be placed with the Union office not later than 3:30 p.m. the day before (i.e., Saturdays). If Monday is a holiday, then all orders for day or overtime work for such day must be placed with the Union office not later than 10:00 p.m. the day before (i.e., Sunday). On any holiday, all orders for day or overtime work must be placed with the Union office not later than 10:00 a.m. the day before. On Sundays or holidays, all orders must be placed not later than 10:00 a.m.

6.03

The Union office will be opened for one (1) hour from 9:00 a.m. to 10:00 a.m. on Sundays and holidays for the purpose of receiving orders.

6.04

(a) Any employee who started to work during any of the work periods provided in this Agreement, shall receive the full working period for the call, provided that if work is stopped during such work period due to weather conditions, the Company may require the employee to stand by for the remainder of the work period or shall pay the employee two (2) hours in addition to any hour or hours already worked on standby.

(b) If an employee reports for work pursuant to a call or order back to work but the Company does not start him to work due to weather conditions, he shall be paid as follows:

1. If cancelled **ten** (10) minutes before the start of any work period, two (2) hours' pay at the prevailing rate, and shall not be required to stand by.
2. If required to stand by during the first hour or part thereof and then cancelled, three (3) hours' pay at the prevailing rate.
3. If required to stand **by** past the first hour, four (4) hours' pay to be paid at the prevailing rate, and the Companies may require gangs to stand by for the full period.

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(c) If an employee reports for work pursuant to a call or order back to work but the Company fails to supply him with work, he shall receive the full working period for the call except as provided in 6.04 and at the Company's request shall stand by for that work period.

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6.05

Any employee who refuses to stand by or who refuses to start to work while standing by, shall not be paid the standby pay provided for in clause 6.04.

6.06

The Companies shall not unreasonably require work to be done in inclement weather.

6.07

If a gang dispatched by the Union is not complete when reporting for work, then the Company need not start them to work and pay shall start only when such gang has been brought to full complement or when the gang proceeds to work, whichever occurs first. However, the Union men forming part of non-Union gangs shall be paid if they report for work pursuant to call.

6.08

After the 10th day of November in each year when gangs are fully employed, gangs may be interchanged between Companies during a working period. However, each employing Company must guarantee the minimum payments referred to in Article 6.04.

ARTICLE VII -- GENERAL

7.01

The Companies agree that any new stevedoring operation undertaken by them or any subsidiary of them in the Port of Toronto, involving the handling of cargo or freight, shall be governed by the provisions of this Agreement; however, the special rates to be paid for off-season operations shall be negotiated with the Union.

7.02

Hatch beams must be taken off or bolted or properly secured when men are working in the hold. When hatch beams or hatches are taken off, they must be placed on the off-shore side of the ship or taken ashore. This applies to dunnage or wooden fences or securing that is hoisted out of the hold to provide free access to the in-shore side of the ship.

7.03

When a hatch tender cannot be seen, an extra man shall be employed at the discretion of the Company to give signals.

7.04

All orders to the men must be issued through their foreman who, in turn, shall be subject to orders from the Company's superintendent or his representative.

7.05

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

7.06

When It appears necessary to the Company, two men shall assist crane operators in the handling of cargo.

7.07

Pay day shall be between 8:00 a.m. and 1:00 p.m. each Thursday. If a holiday falls on a Thursday, pay day shall be the preceding day between the above stated times. For the purposes of making up the payroll, the work week shall deem to end on Saturday midnight. All wages to be paid by cheque with no cashing facilities provided on the dock area.

7.08

It is agreed that the men shall have one night free each month to attend their regular monthly Union meeting. At least three days' advance notice in writing must be given by the Union to the Companies of the date of such meeting. Arrangements for special meetings to be agreed upon between the parties.

7.09

Lift-trucks and tow-motors may be employed to their full capacity provided, however, that multiple loads are not to exceed the height of the mast.

7.10

(a) Refrigerator gangs may be employed on general cargo while waiting, in such case they are not required to enter refrigerator compartments (i.e. 0° C. or below) until a cooling-off period of thirty (30) minutes has expired. During the period of June 15th to September 15th (inclusive) no gangs will be required to enter refrigerator compartments until a cooling-off period of forty-five (45) minutes has expired.

(b) Where the outside temperature is 70° F or higher, according to the Toronto Island Airport, and where the temperature of the cooler compartment is between 45° F and 33° F inclusive, men having worked on other than refrigerated or cooler compartment cargo will not be required to enter cooler compartments under the above conditions until a cooling-off period of fifteen (15) minutes has expired.

7.11

Large containers, twenty (20) feet in length or over, and single heavy lifts of twenty (20) tons or more may be loaded or unloaded direct to or from truck or float.

7.12

Rest periods of ten minutes' duration (paid) shall be allowed each employee during each work period. Normal times will be 10:00 a.m. to

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10:10 a.m., 3:00 p.m. to 3:10 p.m., 8:00 p.m. to 8:10 p.m. These times are not intended to be precise and could be subject to change depending on the nature of the work being performed; however, in no event can rest periods be cancelled or delayed beyond a half hour from the above stated times. Rest periods cannot be accumulated.

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When gangs have been working obnoxious cargo or cleaning or sweeping of holds which contained such cargo, as per Section 5.06 (a), they shall be allowed fifteen (15) minutes' paid washing-up times at 11:45 a.m., 4:45 p.m. and 9:45 p.m. In the event that a gang or gangs are required to work through any meal hour on obnoxious cargo, the fifteen (15) minutes' paid washing-up times shall be advanced to 12:45 p.m., 5:45 p.m., 10:45 p.m., or 11:45 p.m. If gangs are required to work through the wash-up period to finish cargo, they will be paid one (1) hour at the prevailing rate.

7.14 Technological Change

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It is agreed that Sections 150, 152 and 153 of the Canada Labour Code, Part V apply to this Agreement. However, it is agreed that should any issues arise under the above Sections of the Code and not be resolved by the parties, they shall be referred to an Arbitration Board comprised of one representative of the Union, one representative of the Association and a chairman to be chosen by the parties or failing agreement, the Minister of Labour shall be requested to appoint a Chairman.

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

7.15

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

7.16 Check-Of f

(a) It is agreed that as a condition of employment, all non-Union employees shall in lieu of paying Union dues have 82¢ per man-hour worked deducted from their wages and said money shall be forwarded to the Union within ten (10) days of the end of the pay period in which the deductions were made.

(b) Furthermore, it is understood and agreed that the Union will save harmless the Federation and all its members, the Association and all its members and the Maritime Data Centre and all its members from any and all claims which may arise against them by an employee for amounts deducted from wages as herein provided above.

7.17

A Joint Manpower Committee shall be formed to analyse, on a continuing basis, manpower in terms of numbers, availability and skills. ¹⁶⁰⁷

This provision shall include the following:

- (a) 3 representatives from each of the parties shall constitute the Committee;
- (b) the representatives of Local 1842 shall be paid by management for time spent in committee meetings, based on 4 hours at the basic rate for each half day and 8 hours for a full day;
- (c) the Committee shall only be empowered to make recommendations to the parties;
- (d) the Committee shall meet at least quarterly, or more frequently, if so determined by the Committee.

ARTICLE VIII -- GRIEVANCES AND ARBITRATION

8.01 (1)

(a) The Union shall appoint or otherwise select a Grievance Committee to consist of not more than three persons, and shall notify the Association of the names of the members of the Grievance Committee and the Chairman thereof within seven days of the signing of

this Agreement. However, the Union and the Association shall have the right to appoint or otherwise select a substitute for any of the members of their respective Grievance Committee whenever they deem such substitution necessary.

(b) The Association and the Companies acknowledge the right of the Union to appoint or otherwise select a President and a Business Agent and they agree to recognize each of them for the purpose of administering this Agreement. However, It is agreed that in the performance of their duties, the President and Business Agent shall not interfere with the progress of work of the employees nor with the right of the Companies to determine and direct methods of operation and procedures within the terms of this Agreement.

(c) Nothing in this Agreement shall be interpreted as allowing any member of the Grievance Committee or another Union Official to give orders to the foremen or men in connection with their work. No rules, regulations or resolutions shall be passed by the Association, any of the Companies or the Union which are inconsistent with the provisions of this Agreement.

(d) Any dispute as to the interpretation, application, administration or alleged violation of the Agreement, which the Union or an employee or a group of employees may wish to initiate with any of the Companies shall be taken up on behalf of the Union or the employee or employees first by the Business Agent or President or in their absence by any officer of the Union or member of the Grievance Committee with the Company's representative. Any dispute which any Company and/or the Association may wish to discuss with the Union shall be taken up first by the Company's Representative and/or the Representative of the Association with the President or Business Agent or in their absence any other officer of the Union on the Wharves or member of the Grievance Committee.

(e) In the event that the dispute is not settled within three working days after the first being discussed as above, then at the request

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of the Union, a Company or the Association, the Association's Grievance Committee consisting of not more than three persons and the Union's Grievance Committee consisting of not more than three persons shall meet within a further two working days.

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(f) If the dispute is not settled within a further period of ten (10) working days, it shall, at the written request of the Union, a Company or the Association, then be referred to a single arbitrator agreed to by the parties from the list attached hereto or in the event of their prolonged unavailability, an arbitrator appointed by the Federal Minister of Labour and at that time, the party requesting the arbitrator shall set forth in writing a reasonable statement of the particulars on the matters complained of and submit it to the arbitrator and send a copy thereof at the same time to the other party.

(g) Such arbitrator shall sit within thirty (30) days from the date of his appointment unless an extension has been mutually agreed upon by the parties and shall render his decision and report to the parties within a reasonable time.

(h) The decision of the arbitrator shall be final and binding on both parties; provided that the arbitrator shall not be empowered to add to, to alter, modify or amend any part of this Agreement. Should the arbitrator be dealing with a grievance concerning work practices, he shall have the power to declare whether or not the action requested or objected to is included within existing work practices. He shall have no power to decide whether or not proposed new or changed work practices are appropriate.

(i) Pending disposal of a dispute in accordance with the above procedure, the men shall continue to work without change in the conditions governing the work as instructed by the Companies.

(j) The parties will jointly bear the fees of and expenses of the arbitrator.

8.01 (ii)

Notwithstanding the provisions of **8.01 (i)** above, in the case of an urgent situation (*i.e.*, one where the normal time limits are impracticable) requiring immediate **attention**, the following steps may be taken:

- (1) The President and/or the Business Agent will **discuss** the matter **wfth** the local Manager of the Company, or vice-versa.
- (2) Failing resolution, the President and/or Business Agent together with the local Manager of the Company will discuss the matter with a representative of the Association, or vice-versa.
- (3) Failing resolution, a meeting of the Grievance Committee established in **8.01 (i)(a)** above will be held within twenty-four (24) hours or at such later time as may be mutually agreed to by the parties.
- (4) Failing resolution, the matter may then be referred immediately to a single arbitrator referred to in list of **8.01 (i) (f)** or where those named are unavailable, an arbitrator named by the Minister of Labour.
- (5) **It** is understood and agreed that the hearing should take place at the earliest possible time and a decision be rendered likewise as promptly.
- (6) **It** is agreed that this process replaces the time limits of **8.01 (i)** but does not affect the other provisions thereof.

8.02

The Union and the Companies agree that they will not uphold incompetence, shirking of work, **pilfering** or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence of alcohol. Subject to his rights to submit a grievance, any employee **is** subject to discharge or otherwise for **committing** any of the above offences or for any just cause. Any claim by an employee **or by** the Union that he has been discharged, disciplined, demoted, transferred, reprimanded or

otherwise disciplined without just or reasonable cause may be the subject matter of a grievance. Any employee suspended or discharged by any employer will not be dispatched by the Union to any Company unless he is reinstated by agreement of the parties or by an arbitrator.

8.03

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

8.04

Charges against an employee resulting in dismissal or suspension or other discipline may be resolved by confirming the Company's action, or by restoring the employee to his former position with full compensation for all time lost or by any other arrangement which is considered just and equitable by the parties or by a single arbitrator.

8.05

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

8.06

0305 A Referee or a Committee on Safety mutually satisfactory to both parties shall be appointed as soon as possible after signing of this Agreement. Such Referee or Committee shall be available at any time to rule on safety of loading or unloading procedures which may be referred to him or to the Committee by either party. Any decision rendered by the Referee or Committee may be disputed by either party in which case the work is to carry on in accordance with the decision of the Referee or Committee and the matter submitted by the disputing party to a single arbitrator in accordance with Article 8.01.

ARTICLE IX -- BULK SOYBEAN MEAL AGREEMENT

9.01 Hours of Work

Three (3) 8-hour shifts, 0000-0800; 0800-1600; 1600-2400

Call Hours

At 1530 for 0000 and 0800 call, at 1030 for the 1600 call,
All Sunday or Public Holiday calls to be made by 1000 the
previous day.

Gang Sizes

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

Obnoxious Cargo Premium Automatic

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

Overtime Premium - Monday to Friday

1800-0600 One Dollar (\$1.00) shift premium.

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Saturday

0000-2400 time and one-half, plus One Dollar (\$1.00) shift
premium between 0000-0600 and 1800-2400.

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Sundays and Holidays

0000-2400 Double time, plus One Dollar (\$1.00) shift premium
between 0000-0600 and 1800-2400.

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Midnight Call

Guaranteed 8 hours subject to provisions of Clause 6.04

ARTICLE X -- BULK FERTILIZER

10.01 Hours of Work

Three 8-hour shifts, 0000-0800; 0800-1600; 1600-2400.

Call Hours

At 1545 for 0000 and 0800 calls, at 1045 for the 1600 call.
All Sunday or Public Holiday calls to be made by 1000 the
previous day.

Gang Sizes - 1st Period

- 1 Hatchman per crane
- 1 Deckman per crane
- 3 Dockmen per crane
- 1 Utility Man

Subsequent Periods

As above plus trimmers when required.

Trimming Gang

- 1 Foreman
- 6 Men per Hold

Explosive Cargo Premium

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

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Overtime Premium - Monday to Friday

1800-0600 One Dollar (\$1.00) shift premium.

Saturday

0000-2400 Time and one-half, plus One Dollar (\$1.00) shift premium between 0000-0600 and 1800-2400.

Midnight Call

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

ARTICLE XI -- TERMINATION

11.01 This Agreement shall come into effect the first Sunday following the date of ratification and shall remain in force up to and including the 31st day of December 1983 and shall continue in force from year to year thereafter unless within the period of sixty (60) days prior to the 31st day of December 1983 or prior to December 31st in any year thereafter, either party shall furnish the other party with a notice of its desire to **commence** negotiations for the purpose of **revising** this Agreement.

Handwritten bracket and signature on the right side of the page.

In the event that such a notice is given, this Agreement shall continue in full force and effect during the period in which the negotiations are in progress for the revision of this Agreement and until written notice of termination is given by one of the parties after the time limits provided in Section 180 of the Canada Labour Code have been completed.

SIGNED at Toronto, Ontario this 5TH day of November 1981.

FOR THE ASSOCIATION:

FOR THE UNION:

[Signature]

Mr. Donald Shuster

Robert L. Hewitt

Gerard M. Dale

Alan Fry

E. H. Stewart

David

Charles Burns

[Signature]

John Henry


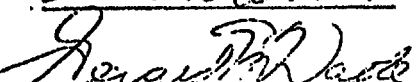
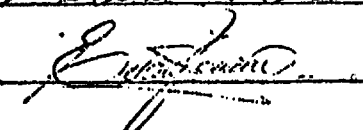
LETTER OF AGREEMENT

The parties hereto agree to make a joint application to the Canada Labour Relations Board for the purpose of obtaining geographic certification for the parties in accordance with Sections 131, 132 and 133 of the Canada Labour Code, Part V.

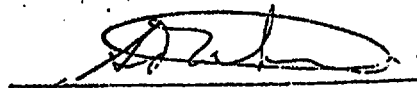
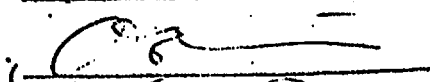
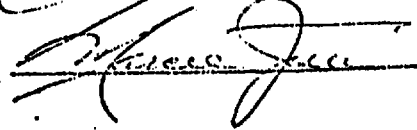
Furthermore, the parties agree that subsequent to the attainment of such designation, certification and declaration, the definition of the jurisdiction of the Port of Toronto as established by the Canada Labour Relations Board will serve to amend Article 1.02 of the Collective Agreement.

It is agreed that such application to be made within ninety (90) days of the signing of the Collective Agreement.

FOR THE UNION

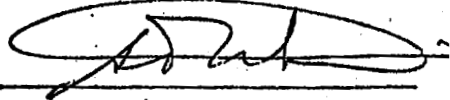
FOR THE ASSOCIATION

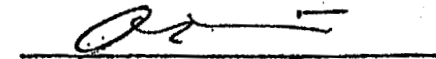




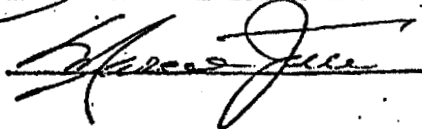
LETTER OF INTENT.

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

FOR THE ASSOCIATION:







LETTER OF INTENT

The Maritime Employers Association agrees to withdraw the grievances of M.E.A. and I.L.A. Local 1842, Toronto, re: **Legace** and **Longaphie**, effective as of the date of ratification of *the* Memorandum of Agreement, and undertakes to file no similar grievance for any events **occurring** prior to the date of ratification of the Memorandum of Agreement.

FOR THE MARITIME EMPLOYERS
ASSOCIATION:

SCHEDULE OF WAGES

RATES OF PAY FROM JANUARY 1st, 1981

TO DECEMBER 31st, 1981 INCLUSIVELY

ARTICLE 1: GENERAL BASIC RATE - 11.02 PER HOUR

	<u>8 am to 12 Noon</u>	<u>Noon to 1.00 pm</u>	<u>1.00 pm to 5.00 pm</u>	<u>5.00 pm to 6.00 pm</u>	<u>6.00 pm to 10.00 pm</u>	<u>10.00 pm to 12 M/N</u>	<u>M/n to 4.00 am</u>	<u>4.00 am to 8.00 am</u>
MONDAY TO FRIDAY	11.02	22.04	11.02	33.06	16.53	33.06	22.04	44.08
SATURDAYS	16.53	33.06	16.53	33.06	16.53	44.08	22.04	44.08
SUNDAYS & HOLIDAYS	22.04	44.08	22.04	66.12	33.06	66.12	44.08	88.16

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ARTICLE 2: OBNOXIOUS CARGO - ARTICLE 5.06 (a) - BASIC RATE 11.42 PER HOUR

MONDAY TO FRIDAY	11.42	22.84	11.42	34.26	17.13	34.26	22.84	45.68
SATURDAYS	17.13	34.26	16.53	34.26	17.13	45.68	22.84	45.68
SUNDAYS & HOLIDAYS	22.84	45.68	22.84	68.52	34.26	68.52	45.68	91.36

ARTICLE 3: REFRIGERATED CARGO - ARTICLE 5.06 (b) - SAME AS ARTICLE 2 MOVE

SCHEDULE OF WAGES

RATES OF PAY FROM JANUARY 1st, 1982

TO DECEMBER 31st, 1982 INCLUSIVELY

ARTICLE 1: GENERAL BASIC RATE - 12.38 PER HOUR

	<u>8 am to 12 Noon</u>	<u>Noon to 1.00 pm</u>	<u>1.00 pm to 5.00 pm</u>	<u>5.00 pm to 6.00 pm</u>	<u>6.00 pm to 10.00 pm</u>	<u>10.00 pm to 12 M/N</u>	<u>M/n to 4.00 am</u>	<u>4.00 am to 8.00 am</u>
MONDAY TO FRIDAY	12.38	24.76	12.38	37.14	18.57	37.14	24.76	49.52
SATURDAYS	18.57	37.14	18.57	37.14	18.57	49.52	24.76	49.52
SUNDAYS & HOLIDAYS	24.76	49.52	24.76	74.28	37.14	74.28	49.52	99.04

ARTICLE 2: OBNOXIOUS CARGO - ARTICLE 5.06 (a) - BASIC RATE 12.78 PER HOUR

MONDAY TO FRIDAY	12.78	25.56	12.78	38.34	19.17	38.34	25.56	51.12
SATURDAYS	19.17	38.34	19.17	38.34	19.17	51.12	25.56	51.12
SUNDAYS & HOLIDAYS	25.56	51.12	25.56	76.68	38.34	76.68	51.12	102.24

ARTICLE 3: REFRIGERATED CARGO - ARTICLE 5.06 (b) - SAME AS ARTICLE 2 ABOVE

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SCHEDULE OF WAGES

RATES OF PAY FROM JANUARY 1st, 1982

TO DECEMBER 31st, 1982 , INCLUSIVELY

ARTICLE 4: HAZARDOUS CARGO - AS PER ARTICLE 5.07 (s)

DOUBLE THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

ARTICLE 5: DISTRESS CARLO AS PER ARTICLE 5.07 (b)

TIME AND ONE-HALF THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

CONTINUED

SCHEDULE OF WAGES

RATES OF PAY FROM JANUARY 1st, 1983

TO DECEMBER 31st, 1983 INCLUSIVELY

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

DOUBLE THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

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

TIME AND ONE-HALF THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

CONTINUED

SCHEDULE OF WAGES

RATES OF PAY FROM JANUARY 1st, 1981

TO DECEMBER 31st, 1981 INCLUSIVELY

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

DOUBLE THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

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

TIME AND ONE-HALF THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

SCHEDULE OF WAGES

RATES OF PAY FROM JANUARY 1st, 1983
TO DECEMBER 31st, 1983 INCLUSIVELY

ARTICLE 1: GENERAL BASIC RATE - 13.88 PER HOUR

	<u>8 am to 12 Noon</u>	<u>Noon to 1.00 pm</u>	<u>1.00 pm to 5.00 pm</u>	<u>5.00 pm to 6.00 pm</u>	<u>6.00 pm to 10.00 pm</u>	<u>10.00 pm to 12 M/N</u>	<u>M/n to 4.00 am</u>	<u>4.00 am to 8.00 am</u>
MONDAY TO FRIDAY	13.88	27.76	13.88	41.64	20.82	41.64	27.76	55.52
SATURDAYS	20.82	41.64	20.82	41.64	20.82	55.52	27.76	55.52
SUNDAYS & HOLIDAYS	27.76	55.52	27.76	83.28	41.64	83.28	55.52	111.04

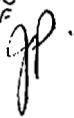
ARTICLE 2: OBNOXIOUS CARGO - ARTICLE 5.06 (a) - BASIC RATE- 14.28 PER HOUR

MONDAY TO FRIDAY	14.28	28.56	14.28	42.84	21.42	42.84	28.56	57.12
SATURDAYS	21.42	42.84	21.42	42.84	21.42	57.12	28.56	57.12
SUNDAYS & HOLIDAYS	28.56	57.12	28.56	85.68	42.84	85.68	57.12	114.24

ARTICLE 3: REFRIGERATED CARGO - ARTICLE 5.06 (b) - SAME AS ARTICLE 2 MOVE

SOURCE	FMCS	
EFF.	01	01 78
TERM.	31	12 80
EMPLOYEES COVERED	300	
MALE	FEMALE	

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COLLECTIVE AGREEMENT

- BETWEEN -

The Maritime Employers Association acting for and on behalf of its members, the Shipping Federation of Canada Inc., employing steamship companies and agents and contracting stevedores handling ocean vessels in the port of Toronto, Ontario, hereinafter referred to as the "Association", "Federation", "Company", "Companies",

OF THE FIRST PART

- AND -

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

OF THE SECOND PART

TABLE OF CONTENTS'

ARTICLE I	PURPOSE	1
ARTICLE II	RECOGNITION	1
ARTICLE III	RELATIONSHIP	2
ARTICLE IV	GANG SIZES AND MANNING	6
ARTICLE V	HOURS OF SERVICE AND WAGE RATES	8
ARTICLE VI	CALL HOURS	13
ARTICLE VII	GENERAL	16
ARTICLE VIII	GRIEVANCES AND ARBITRATION	20
ARTICLE IX	BULK SOYBEAN MEAL AGREEMENT	25
ARTICLE X	BULK FERTILIZER	26
ARTICLE XI	TERMINATION	27

ARTICLE I - PURPOSE

1.01

The general purpose of **this** Agreement is to **establish** mutually satisfactory relations between the Association and the Union and between the Companies and their employees and to provide machinery for the prompt disposition of grievances and to establish Satisfactory working conditions, hours of work and wages for all employees who are subject to the **pro-**visions of this Agreement.

1.02

The Agreement shall apply only to employees while engaged in the handling of cargo discharged **from** or loaded on vessels at the port of Toronto as well as to work set forth in Article 2.02 of this Agreement.

ARTICLE II - RECOGNITION

2.01

The Companies recognize the Union as the exclusive **bargaining** agent of all their employees employed at the port of Toronto, Ontario, classified as gang, foremen, sub-foremen, hatchmen, winchmen, cooper, stevedores, **towmotor** operator, crane operator, stevedores handling freight in sheds and **gearmen**, **excluding** superintendents, walking bosses, manifest clerks, guards and watchmen acting as guards.

2.02

It is agreed that for all work that the Companies are instructed to perform, including the sweeping of holds, cleaning of ballast tanks, lining of ships, opening and closing of hatches, shall be done by **members** of the Union, except only in the case of hatch covers of a **special** type.

2.03

Notwithstanding the provisions of Article 2.02 above, it is agreed that where lashing and/or securing is to be performed on a vessel when alongside the dock and where more than one (1) hour's work is involved, such work shall be performed by members of the Union.

2.04

Notwithstanding the provisions of Article 2.02 above, it is agreed that, excepting hatch covers of a special type, when hatches are opened by longshoremen they shall be closed by longshoremen and when hatches are opened by the crew they shall be closed by the crew.

2.05

The Companies agree that they will not discriminate against any employee by reason of his Union activities.

2.06

The Union agrees not to provide any labour to employers who are not members of the Maritime Employers Association save and except the Toronto Harbour Commissioners.

2.07

The Companies agree that walking bosses employed by them will be selected from among the members of the Union and the parties agree that their terms and conditions of employment are not covered by this Agreement.

ARTICLE III - RELATIONSHIP**3.01**

At the opening of each operating season or at the request of the Union or the Companies at any time during

.....

3.01 (Cont'd...)

the course of an operating season, the Companies and the Association as a group shall **discuss** with the Union the number of gangs (herein referred to as Regular Gangs) expected to be necessary to handle normal operations during the season. **When** the total number of regular gangs has been agreed upon, the Companies and the Association will decide the number of regular gangs to be assigned to each Company and each Company shall notify the Union **as** to the number of gangs assigned to it and the name of the person from among the Union membership chosen by the Company to **be** foreman of each such gang.

3.02

Each Company agrees that every foreman named by it shall be a member of the Union.

3.03

Foremen shall be paid ~~seventy-five~~ ^{75¢} (75¢) cents per hour in **excess** of the established wage scale rates for longshoremen.

3.04

Each foreman of a regular or irregular gang shall select the normal complement of his gang including winchmen and hatch tenders from among the Union membership and shall at all **times be** responsible for his gang and have the men available for work when called. Men will follow their gangs at all times.

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3.05

Each Company shall inform the Union according to the provisions of ~~this~~ Agreement as to the regular gang or special gangs required by ~~it~~ from time to time at any call period and in ~~so~~ doing shall name the regular gang ~~OR~~ gangs required and the pier to which each gang ~~is~~ to report and ~~the~~ Union shall dispatch the gangs according to the information and instructions thus given to ~~it~~ by each Company as aforesaid.

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3.06

If all available regular gangs are ~~working~~ and a Company needs an additional gang ~~OR~~ gangs, ~~it~~ shall inform the Union according to the provisions ~~of~~ this Agreement and ~~the~~ Union shall dispatch such additional gang ~~OR~~ gangs, herein called "irregular gangs", in accordance with the Company's request and the Company shall have the right to name the foreman of each such gang. If such gang or gangs are not supplied by the Union, then ~~the~~ Company concerned shall have the right ~~to obtain~~ such gangs directly.

3.07

When at any ~~time~~ gangs are short of the number ~~of~~ men required, the foreman of such gangs shall select ~~addi-~~ tional men from among Union members ~~of~~ gangs not working. If no Union members are available, then the gang ~~will~~ be brought to full strength with non-Union men.

3.08

In the event that a foreman ~~is discharged, quits~~ or is not available for work, then the Company who named him foreman, shall name a new foreman in his place who, on becoming a foreman and ~~so~~ long as he acts as foreman for that particular gang, shall have the right of selection set forth in clauses 3.04 and 3.07.

3.09

It is understood and agreed that where non-Union employees are engaged by any Company, such non-Union employees will be put to work on those operations where it is expected that the least number of man hours of work are involved. Regular gangs shall not be laid off by a Company as long as that Company is employing either irregular or non-Union gangs and Union men employed in irregular or non-Union gangs shall, if laid off, revert to their regular gangs (if working)

3.10

For the purpose of this Article:

(a) Earnings of the gang shall be measured as heretofore by reference to the earnings of their foreman and shall not have reference to the aggregate earnings of the individual members of the gang. Relatively equal earnings shall mean the differential between the lowest and the highest earnings of the regular gangs in the port of Toronto.

(b) It is understood and agreed that the sequences of pick for dispatch shall be on a port-wide rotation basis; however, within the number of gangs required, Companies will have preference to their parent gangs in the number they require, if available.

(c) Notwithstanding (b) above, it is agreed that when eight (8) or less gangs are ordered, "short gangs" may be dispatched last on the understanding that the Companies maintain the right to determine the number and allocation of the gangs available amongst themselves and may determine, if necessary, which gang orders, in a shortage-of-labour situation, are to be left unfilled. It is further agreed that this procedure will not be implemented for twenty-one (21) days after the ratification of this Agreement and the parties agree that a Joint Dispatch Committee will be established to study the language, and conditions, and procedure, and may make revisions thereto if they are mutually agreed

3.10 (Cont'd....)

(c) on by the parties.

ARTICLE IV - GANG SIZES AND MANNING

4.01

(a)	Break-bulk Cargo	1 & 14
	Bagged Cargo	1 & 14
	Non-palletized/non-unitized refrigerated cargo	1 & 14
*	Palletized/unitized/pre-slung cargo	1 & 14
	Steel, Wire Rod Bcls (ship's gear)	1 & 12
	Steel, Wire Rod Bcls (shore crane)	1 & 11
	Coils under 5 tons	1 & 11
	Coils over 5 tons (ship's gear)	1 & 11
	Tinplate (ship's gear)	1 & 12
	Coils over 5 tons, Ingot Moulds (shore crane)	1 & 10
	Automobiles	1 & 14
	Newsprint (manual)	1 & 14
*	Newsprint (lift truck)	1 & 14
**	Containers - shore crane	1 & 7
	ship's gear	1 & 9

* In addition to the fork lift truck operator employed in the gang, it is agreed that up to and including two (2) men employed in the hold may be used to drive fork lift trucks either in the hold or on the dock.

** It is agreed that container gangs may be transferred within a Company from ship to ship for the handling of containers only.

.....

4.05

Definitions :

For the purpose of this Article:

- a) Steel - to be defined to include but not restricted to: wire rod, coils, angles, beams, flats, piling, pipe, plates, bars, **pre-fabricated T's**, billets, balls, **channels**, bundles of sheet, envelopes, rebar, rails, railway axles, tubing, tin and/or sheet.
- b) Palletized, Unitized, Bundled, Packaged, Pre-slung - cargoes which do not require manhandling to be formed into a liftable "unit".

ARTICLE V - HOURS OF SERVICE AND WAGE RATES

5.01

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

From 8:00 a.m. to 12 Noon

From 1:00 p.m. to 5:00 p.m.

From 6:00 p.m. to 10:00 p.m.

5.02

It is agreed that work will normally terminate at 10:00 p.m. but that at the Companies' request, work shall continue to as late as 12:00 Midnight when the Companies consider it to be necessary in order to complete the loading or unloading of a vessel.

5.03

Except for work on bulk and under Articles IX and X of this Agreement, all work is to cease at Midnight except **during** the last two weeks of the navigation season when, because of weather conditions, **it may** be necessary to work vessels day and night **to** clear them from the Lakes.

5.04

During the term of this Agreement, the Companies and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in the attached schedule which is hereby made a part of this Agreement,

5.05 MEAL HOURS

Meal hours shall be as follows:

From 4:00 a.m. to 8:00 a.m.

From 12:00 Noon to 1:00 p.m.

From 5:00 p.m. to 6:00 p.m.

From 10:00 p.m. to 12:00 Midnight

Employees required to work through any of the above meal hours, shall be paid a minimum of one (1) hour at the meal hour rate as per attached schedule for such hour or part thereof. Maximum work-through period of any meal hour shall be one (1) hour except as provided for in clause 5.02 when the maximum work-through period shall be two (2) hours.

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5.06

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

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 $\frac{0607}{2}$

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

(b) The rate of pay for handling refrigerated cargo (i.e. 0° C. or less) shall be as shown in the attached wage schedule.

5.07

(a) Rates of pay as per attached schedule to be paid for work on ships in port with cargoes on fire. This only applies to hatches affected by fire, smoke, steam, gas or oil. If any cargo in any hatch is submerged in water, the same rates will be paid for handling such cargo.

(b) When, because of weather, shifting, collapse or other unusual situation, the original condition of the cargo or stow has been altered causing substantial damage with the result that normal handling procedures cannot be followed, the rates of pay will be as per attached schedule, when actually working such cargo.

5.08

The rate of pay for all hours worked on the following holidays or their day of observance, shall be as per attached schedule:

New Year's Day

Good Friday

Victoria Day

Dominion Day

Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

0901/8

5.08 (Cont'd.....)

and any new holidays designated by the federal Government. If any of the above holidays falls on a Sunday, it shall be observed by the Companies on the day upon which it is generally observed in the community. No work shall be performed on Labour Day except the handling of mail and passengers' baggage. If Victoria Day is observed in the community on a day other than the 24th of May, the day of community observance shall apply.

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5.09

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

5.10

(a) Each Company shall pay each man it employs, 10% vacation benefits of the employee's gross annual earnings from said Company, in the calendar years 1978, 1979 and 1980, and the companies undertake to make every reasonable effort to pay these vacation benefits not later than October 15th.

1005
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(b) Annual vacation pay shall be pro-rated and income tax deducted weekly and shown on the employee's weekly pay cheque.

5.11

(a) Effective January 1, 1978 and up to and including December 31, 1978, each of the Companies shall pay the trustees of I.L.A. Locals 1842, 1869, 1879 and 1654 Health and Welfare Fund, the sum of one dollar ninety-two and one half cents (\$1.92½) per man/hour worked by their respective employees in the bargaining unit.

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1709
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5.11 (Cont'd....)

Effective January 1, 1979 and up to and including December 31, 1979, each of the Companies shall pay to the trustees of I.L.A. Locals 1842, 1869, 1879 and 1654 Health and Welfare Fund, the sum of two dollars and three and one half cents (\$2,034) per man/hour worked by their respective employees in the bargaining unit.

Effective January 1, 1980 and up to and including December 31, 1980, each of the Companies shall pay to the trustees of I.L.A. Locals 1842, 1869, 1879 and 1654 Health and Welfare Fund, the sum of two dollars and eighteen and one half cents (\$2.181) per man/hour worked by their respective employees in the bargaining unit. ✓

(b) Said trustees shall use the money thus paid to them for the purposes set forth in the Memorandum of Agreement dated October 1st, 1963, and amendments made thereto from time to time. However, it is understood that the Pension allocation shall ~~not be less than 94¢~~ per man/hour and that the remainder of the funds shall be applied to the cost of premiums covering life insurance, dependent life, AD & D, OHIP, administration, weekly indemnity and major medical premiums for the plan as it is at present. It is also understood that any increases in premiums shall come from the above monies during the life of this Collective Agreement and that overpayments, if any, shall be returned to the individual on a once per year basis.

(c) Based on the above, it is agreed that persons reaching the age of 65 must retire on the first (1st) day of the month following the attainment of age 65. 48

ARTICLE VI - CALL HOURS

6.01

Call hours shall be 8:00 a.m., 1:00 p.m., 6:00 p.m. and 12:00 Midnight. Orders for the above call hours shall be placed with the Union office not later than 3:30 p.m. the day before, the 8:00 a.m. call; 10:30 a.m. for the 1:00 p.m. call and 3:30 p.m. for the 6:00 p.m. call and for the 12:00 Midnight call. All orders when placed shall not be subject to cancellations, except as provided for in clauses **3.10(c)** and **6.04**.

6.02

All orders for Sunday work, day or overtime, must be placed with the Union office not later than 3:30 p.m. the day before (i.e. Saturdays). If Monday is a holiday, then all orders for day or overtime work for such day must be placed with the Union office not later than 10:00 p.m. the day before (i.e. Sunday). On any holiday, all orders for day or overtime work must be placed with the Union office not later than 10:00 a.m. the day before. On Sundays or holidays, all orders must be placed not later than 10:00 a.m.

6.03

The Union office will be opened for one (1) hour from 9:00 a.m. to 10:00 a.m. on Sundays and holidays for the purpose of receiving orders.

6.04

(a) Any employee who started to work during any of the work periods provided in this Agreement, shall receive the full working period for the call, provided that if work is stopped during such work period due to weather conditions, the Company may require the employee to stand by for the remainder of the work period or shall pay the employee two (2) hours in addition to any hour or hours already worked on standby.

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6.04 (Cont'd....)

(b) If an employee reports for work pursuant to a call or order back to work but the Company does not start him to work due to weather conditions, he shall be paid as follows:

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- 1) If cancelled ten (10) minutes before the start of any work period, two (2) hours' pay at the prevailing rate, and shall not be required to stand by.
- 2) If required to stand by during the first hour or part thereof and then cancelled, three (3) hours' pay at the prevailing rate.
- 3) If required to stand by past the first hour, four (4) hours' pay to be paid at the prevailing rate, and the Companies may require gangs to stand by for the full period.

(c) If an employee reports for work pursuant to a call or order back to work but the Company fails to supply him with work, he shall receive the full working period for the call except as provided in 6.04 and at the Company's request shall stand by for that work period.

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6.05

Any employee who refuses to stand by or who refuses to start to work while standing by, shall not be paid the standby pay provided for in clause 6.04.

6.06

The Companies shall not unreasonably require work to be done in inclement weather.

6.07

If a gang dispatched by the Union is not complete when reporting **för** work, then the Company need not start them to work and pay shall start only when such gang has been brought to full complement or when the gang proceeds to work, whichever occurs first. However, the **Union men** forming part of non-Union gangs shall be paid **if** they report for work pursuant to call.

6.08

After the 10th day of November in each year when gangs are fully employed, gangs may be interchanged between Companies during a working **period**. However, each employing Company must guarantee the minimum **payments** referred to in **Article 6.04**.

ARTICLE VII - GENERAL**7.01**

The Companies agree that any new stevedoring operation undertaken by them or any subsidiary of them in the Port of Toronto, involving the **handling** of cargo or **freight**, shall be governed by the provisions of this Agreement; however, the special rates to be paid for off-season operations shall be negotiated with the Union.

7.02

Hatch beams must be taken off or bolted or properly secured when men are working in the hold. When hatch beams or hatches are taken off, they must be placed on the off-shore side of the ship or taken ashore. This applies to dunnage or wooden fences or securing that **is** hoisted out of the hold to **provide** free access to the In-shore side of the ship.

7.03

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

7.04

All orders to the men must be issued through their foreman who, in turn, shall be subject to orders from the Company's superintendent **or** his **representative**.

7.05

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

7.06

When it appears necessary to the Company, two men shall assist crane operators in the handling of cargo.

7.07

Pay day shall be between 8:00 A.M. and 1:00 P.M. each Thursday. If a holiday falls on a Thursday, pay day shall be the preceding day between the above stated times. For the purposes of making up the payroll, the work week shall be deemed to end on Saturday midnight. All wages to be paid by cheque with no cashing facilities provided on the dock area.

7.08

It is agreed that the men shall have one night free each month to attend their regular monthly Union meeting. At least three days' advance notice in writing must be given by the Union to the Companies of the date of such meeting. Arrangements for special meetings to be agreed upon between the parties.

7.09

Lift-trucks and tow-motors may be employed to their full capacity provided, however, that multiple loads are not to exceed the height of the mast.

7.10

(a) Refrigerator gangs may be employed on general cargo while waiting, in such case they are not required to enter refrigerator compartments (i.e., 0° C. or below) until a cooling-off period of thirty (30) minutes has expired. During the period of June 15th to September 15th (inclusive) no gangs will be required to enter refrigerator compartments until a cooling-off period of forty-five (45) minutes has expired.

7.10 (Cont'd...)

(b) Where the outside temperature is 70° F. or higher, according to the Toronto Island Airport, and where the temperature of the cooler compartment is between 45°F and 33°F inclusive, men having worked on other than refrigerated or cooler compartment cargo will not be required to enter cooler compartments under the above conditions until a cooling-off period of fifteen (15) minutes has expired.

7.11

large containers, twenty (20) feet in length or over, and single heavy lifts of twenty (20) tons or more may be loaded or unloaded direct to or from truck or float.

7.12

Rest periods of ten minutes' duration (paid) shall be allowed each employee during each work period. Normal times will be 10:00 A.M. to 10:10 A.M., 3:00 P.M. to 3:10 P.M., 8:00 P.M. to 8:10 P.M. These times are not intended to be precise and could be subject to change depending on the nature of the work being performed; however, in no event can rest periods be cancelled or delayed beyond a half hour from the above stated times. Rest periods cannot be accumulated.

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4**7.13**

When gangs have been working obnoxious cargo or cleaning or sweeping of holds which contained such cargo, as per Section 5.06 (a), they shall be allowed fifteen (15) minutes' paid washing-up times at 11:45 A.M., 4:45 P.M. and 9:45 P.M. In the event that a gang or gangs are required to work through any meal hour on obnoxious cargo, the fifteen (15) minutes' paid washing-up times

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7.13 (Cont'd....)

shall be advanced to 12:45 P.M., 5:45 P.M., 10:45 P.M. or 11:45 P.M. If gangs are required to work through the wash-up period to finish cargo, they will be paid one (1) hour at the prevailing rate.

7.14 Technological Change

It is agreed that Sections 150, 152 and 153 of the Canada Labour Code, Part V apply to this Agreement. However, it is agreed that should any issues arise under the above Sections of the Code and not be resolved by the parties, they shall be referred to an Arbitration Board comprised of one representative of the Union, one representative of the Association and a chairman to be chosen by the parties or failing agreement, the Minister of Labour shall be requested to appoint a chairman.

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

7.15

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

7.16 Check-Off

(a) It is agreed that as a condition of employment, all non-Union employees shall in lieu of paying Union dues have 15¢ per man-hour worked deducted from their wages and said money shall be forwarded to the Union within ten (10) days of the end of the pay period in which the deductions were made.

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7.16 (Cont'd...)

(b) Furthermore, it is understood and agreed that the Union will save harmless the Federation and all its members, the Association and all its members and the Maritime Data Centre and all its members from any and all claims which may arise against them by an employee for amounts deducted from wages as herein provided above.

ARTICLE VIII - GRIEVANCES AND ARBITRATION

8.01 (f)

(a) The Union shall appoint or otherwise select a Grievance Committee to consist of not more than three persons, and shall notify the Association of the names of the members of the Grievance Committee and the Chairman thereof within seven days of the signing of this Agreement. However, the Union and the Association shall have the right to appoint or otherwise select a substitute for any of the members of their respective Grievance Committee whenever they deem such substitution necessary.

(b) The Association and the Companies acknowledge the right of the Union to appoint or otherwise select a President and a Business Agent and they agree to recognize each of them for the purpose of administering this Agreement. However, it is agreed that in the performance of their duties, the President and Business Agent shall not interfere with the progress of work of the employees nor with the right of the Companies to determine and direct methods of operation and procedures within the terms of this Agreement.

(c) Nothing in this Agreement shall be interpreted as allowing any member of the Grievance Committee or another

8.01 (1) (c) (Cont'd....)

Union Official to give orders to the foremen or men in connection with their work. No rules, regulations or resolutions shall be passed by the Association, any of the Companies or the Union which are inconsistent with the provisions of this Agreement.

(d) Any dispute as to the interpretation, application, administration or alleged violation of the Agreement, which the Union or an employee or a group of employees may wish to initiate with any of the Companies shall be taken up on behalf of the Union or the employee or employees first by the Business Agent or President or in their absence by any officer of the Union or member of the Grievance Committee with the Company's Representative. Any dispute which any Company and/or the Association may wish to discuss with the Union shall be taken up first by the Company's Representative and/or the Representative of the Association with the President or Business Agent or in their absence any other officer of the Union on the Wharves or member of the Grievance Committee. 025/2

(e) In the event that the dispute is not settled within three working days after first being discussed as above, then, at the request of the Union, a Company or the Association, the Association's Grievance Committee consisting of not more than three persons and the Union's Grievance Committee consisting of not more than three persons shall meet within a further two working days.

(f) If the dispute is not settled within a further period of ten (10) working days, it shall, at the written request of the Union, a Company or the Association, then be referred to a single arbitrator agreed to by the parties from the list attached hereto or in the event of their prolonged unavailability, an arbitrator appointed by the Federal Minister of Labour and at that 035/2

8.01 (1) (f) (Cont'd....)

time, the party requesting the arbitrator shall set forth in writing a reasonable statement of the particulars on the matters **complained of** and submit **it** to the **arbitrator** and send a copy thereof at the same time to the other party.

(g) Such arbitrator shall sit **w**ithin thirty **30** days from the date of his appointment unless an extension has been mutually agreed upon by the parties and shall render his **decis**tion and report to the parties within a reasonable time.

(h) The decision of the arbitrator shall be final and binding on both parties; provided that the arbitrator shall not be empowered to add to, to alter, modify or **amend** any part of **this** Agreement. Should the arbitrator be dealing with a grievance concerning work **parctices**, he shall have the power to declare whether or not the action requested or objected to is included within existing work practices. He shall have no power to decide whether or not proposed **new** or **changed** work practices are appropriate.

(i) Pending disposal of a dispute **in** accordance with the above procedure, the **men** shall **contfnue** to work without change in the conditions governing the work as instructed by the Companies.

(j) The parties will jointly bear **the** fees **of** and **expences** of the arbitrator.

8.01 (11)

Notwithstanding the provisions of **8.01 (1)** above, in the case of an urgent situation (i.e. one where the normal time limits are inpracticable) requiring immediate attention, the

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8.01 (1) (Cont'd....)

following steps may be taken:

- (1) The President and/or the Business Agent will discuss the matter with the local Manager of the Company, or vice-versa.
- (2) Failing resolution, the President and/or Business Agent together with the local Manager of the Company will discuss the matter with a representative of the Association, or vice-versa.
- (3) Failing resolution, a meeting of the "Grievance Committee established in 8.01 (i) (a) above will be held within twenty-four (24) hours or at such later time as may be mutually agreed to by the parties.
- (4) Failing resolution, the matter may then be referred immediately to a single arbitrator referred to in list of 8.01 (i) (f) or where those named are unavailable, an arbitrator named by the Minister of Labour.
- (5) It is understood and agreed that the hearing should take place at the earliest possible time and a decision be rendered likewise as promptly.
- (6) It is agreed that this process replaces the time limits of 8.01 (i) but does not affect the other provisions thereof.

8.02

The Union and the Companies agree that they will

8.02 (Cont'd...)

not uphold incompetence, shirking of work, pilfering or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence of alcohol. Subject to his rights to submit a grievance, any employee is subject to discharge or otherwise for committing any of the above offences or for any just cause. Any claim by an employee or by the Union that he has been discharged, disciplined, demoted, transferred, reprimanded or otherwise disciplined without just or reasonable cause may be the subject matter of a grievance. Any employee suspended or discharged by any employer will not be dispatched by the Union to any Company unless he is reinstated by agreement of the parties or by an arbitrator.

8.03

The Companies' rules with regard to smoking on ships or in the sheds shall be observed at all times.

8.04

Charges against an employee resulting in dismissal or suspension or other discipline may be resolved by confirming the Company's action, or by restoring the employee to his former position with full compensation for all time lost or by any other arrangement which is considered just and equitable by the parties or by a single arbitrator,

8.05

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

8.06

A Referee or a Committee on Safety mutually satisfactory to both parties shall be appointed as soon as possible after signing of this Agreement. Such Referee or Committee shall be available at any time to rule on safety of loading or unloading procedures which may be referred to him or to the Committee by either party. Any decision rendered by the Referee or Committee may be disputed by either party in which case the work is to carry on in accordance with the decision of the Referee or Committee and the matter submitted by the disputing party to a single arbitrator in accordance with Article 8.01.

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3ARTICLE IX - BULK SOYBEAN MEAL AGREEMENT9.01 HOURS OF WORK

Three (3) 8 hour shifts, 0000-0800 , 0800 -1600,
1600 -2400 .

CALL HOURS

At 1530 for 0000 and 0800 call, at 1030 for the 1600 call, All Sunday or Public Holiday calls to be made by 1000 the previous day.

GANG SIZES

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

9.01 (Cont'd...)

OBNOXIOUS CARGO PREMIUM AUTOMATIC

Same as per Agreement except premium increase only applies when working at Time and a Half or Double Time rate.

OVERTIME PREMIUM - Monday to Friday

1800-0600 One Dollar (\$1.00) shift premium.

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Saturday

0000-2400 Time and a Half, plus One Dollar (\$1.00) shift premium between 0000-0600 and 1800-2400.

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Sundays and Holidays

0000-2400 Double Time, plus One Dollar (\$1.00) shift premium between 0000-0600 and 1800-2400.

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MIDNIGHT CALL

Guaranteed 8 hours subject to provisions of Clause 6.04

ARTICLE X - BULK FERTILIZER

one

10.01 HOURS OF WORK

Three 8 hour shifts, 0000-0800, 0800-1600, 1600-2400.

CALL HOURS

At 1545 for 0000 and 0800 calls, at 1045 for the 1600 call. All Sunday or Public Holiday calls to be made by 1000 the previous day.

GANG SIZES - 1st Period

- 1 Hatchman per crane
- 1 Deckman per crane
- 3 Dockmen per crane
- 1 Utility Man

Subsequent Periods

As above plus trimmers when required.

10.01 (Cont'd...)

Trimming Gang

1 Foreman

6 Men per Hold

OBNOXIOUS CARGO PREMIUM

Same as per Agreement except premium increase only applies when working at Time and a Half or Double Time rate.

OVERTIME PREMIUM - Monday to Friday

1800 - 0600 One Dollar (\$1.00) shift premium.

Saturday

0000-2400 Time and a Half, plus One Dollar (\$1.00) shift premium between 0000-0600 and 1800-2400.

MIDNIGHT CALL

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

ARTICLE XII - TERMINATION

11.01

This Agreement shall come into effect the first Sunday following the date of ratification and shall remain in force up to and including the 31st day of December, 1980 and shall continue in force from year to year thereafter unless within the period of sixty (60) days prior to the 31st day of December, 1980 or prior to December, 1980 or prior to December 31st in any year thereafter, either party shall furnish the other party with a notice of its desire to commence negotiations for the purpose of revising this Agreement.

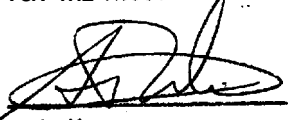
In the event that such a notice is given, this Agreement shall continue in full force and effect during the period in which the negotiations are in progress for the revision of this Agreement and until written notice of termination is given by one of the

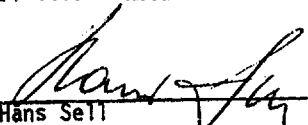
11.01 (Cont'd....)


parties after the time limits provided in Section 180 of the Canada Labour Code have been completed.

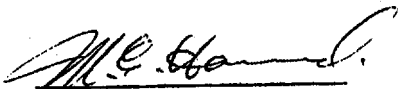
SIGNED at Toronto, Ontario, this 7th day of July 1978.


FOR THE ASSOCIATION:


S.T. Wace
Director Labour Relations


Hans Sell
Charman M.E.A. District Committee



A.E. Butchart
Member

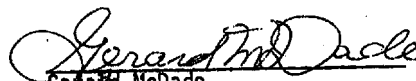

Maurice Harmed
Member


Douglas With
Member



FOR THE UNION:

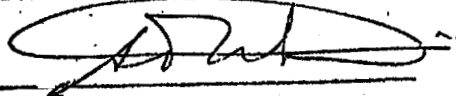

E. Sutherland
President

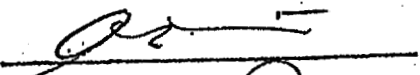

Gerard McDade
Business Agent

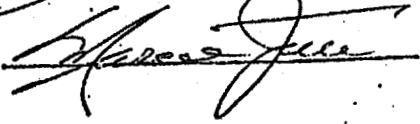
LETTER OF INTENT

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

FOR THE ASSOCIATION:







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SCHEDULE OF WAGES

FROM JANUARY 1, 1978 TO

DECEMBER 31, 1978 INCLUSIVELY **

ARTICLE 1: GENERAL BASIC RATE - \$8.32 PER HOUR

	<u>8 am to 12 noon</u>	<u>Noon to 1.00 pm</u>	<u>1.00 pm to 5.00 pm</u>	<u>5.00 pm to 6.00 pm</u>	<u>6.00 pm to 10.00 pm</u>	<u>10 pm to 12 M/N</u>	<u>M/N to 4.00 am</u>	<u>4.00 am to 8.00 am</u>
MONDAY TO FRIDAY	8.32	16.64	8.32 <i>AR</i>	24.96	12.48	24.96	16.64	33.28
SATURDAYS	12.48	24.96	12.48	24.96	12.48	24.96	16.64	33.28
SUNDAYS & HOLIDAYS	16.64	33.28	16.64	49.92	24.96	49.92	33.28	66.56

ARTICLE 2: OBNOXIOUS CARGO - ARTICLE 5.06 (a)

	<u>8 am to 12 noon</u>	<u>Noon to 1.00 pm</u>	<u>1.00 pm to 5.00 pm</u>	<u>5.00 pm to 6.00 pm</u>	<u>6.00 pm to 10.00 pm</u>	<u>10 pm to 12 M/N</u>	<u>M/N to 4.00 am</u>	<u>4.00 am to 8.00 am</u>
MONDAY TO FRIDAY	8.72	17.44	8.72	26.16	13.08	26.16	17.44	34.88
SATURDAYS	13.08	26.16	13.08	26.16	13.08	26.16	17.44	34.88
SUNDAYS & HOLIDAYS	17.44	34.88	17.44	52.32	26.16	52.32	34.88	69.76

ARTICLE 3: REFRIGERATED CARGO - ARTICLE 5.06 (b) - SAME AS ARTICLE 2 ABOVE

Continued

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SCHEDULE OF WAGES
FROM JANUARY 1, 1978 TO
DECEMBER 31, 1978 INCLUSIVELY **

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ARTICLE 4: HAZARDOUS CARGO - SECTION 5.07 (a)

DOUBLE THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

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

TIME AND ONE-HALF THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

**The Schedule of Wages for 1978 and Article 5.11 (a) paragraph 1 are subject to approval of the Anti-Inflation Board.

SCHEDULE OF WAGES
FROM JANUARY, 1, 1979 TO
DECEMBER 31, 1979 INCLUSIVELY

ARTICLE 1: GENERAL BASIC RATE - \$9.07 PER HOUR

	<u>8 am to 12 noon</u>	<u>Noon to 1.00 pm</u>	<u>1.00 pm to 5.00 pm</u>	<u>5.00 pm to 6.00 pm</u>	<u>6.00 pm to 10.00 pm</u>	<u>10 pm to 12 M/N</u>	<u>M/N to 4.00 am</u>	<u>4.00 am to 8.00 am</u>
MONDAY TO FRIDAY	9.07	18.14	9.07 ✓ BR	27.21	13.605	27.21	18.14	36.28
SATURDAYS	13.605	27.21	13.605	27.21	13.605	27.21	18.14	36.28
SUNDAYS & HOLIDAYS	18.14	36.28	18.14	54.42	27.21	54.42	36.28	72.56

ARTICLE 2: OBNOXIOUS CARGO - ARTICLE 5.06 (a)

	<u>8 am to 12 Noon</u>	<u>Noon to 1.00 pm</u>	<u>1.00 pm to 5.00 pm</u>	<u>5.00 pm to 6.00 pm</u>	<u>6.00 pm to 10.00 pm</u>	<u>10 pm to 12 M/N</u>	<u>M/N to 4.00 am</u>	<u>4.00 am to 8.00 am</u>
MONDAY TO FRIDAY	9.47	18.94	9.47	28.41	14.205	28.41	18.94	37.88 -
SATURDAYS	14.205	28.41	14.205	28.41	14.205	28.41	18.94	37.88
SUNDAYS & HOLIDAYS	18.94	37.88	18.94	56.82	28.41	56.82	37.88	75.76

ARTICLE 3: REFRIGERATED CARGO - ARTICLE 5.06 (b) - SAME AS ARTICLE 2 ABOVE

Continued

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SCHEDULE OF WAGES
RATES OF PAY FROM JANUARY 1, 1979
TO DECEMBER 31, 1979 INCLUSIVELY

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

DOUBLE THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

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

TIME AND ONE-HALF THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

5

SCHEDULE OF WAGES

RATES OF PAY FROM JANUARY 1, 1980

TO DECEMBER 31, 1980 INCLUSIVELY

ARTICLE 1: GENERAL BASIC RATE - \$9.82 PER HOUR

	<u>8 am to 12 Noon</u>	<u>Noon to 1.00 pm</u>	<u>1.00 pm to 5.00 pm</u>	<u>5.00 pm to 6.00 pm</u>	<u>6.00 pm to 10.00 pm</u>	<u>10.00 pm to 12 M/N</u>	<u>M/N to 4.00 am</u>	<u>4.00 am to 8.00 am</u>
MONDAY TO FRIDAY	9.82	19.64	9.82 BR	29.46	14.73	29.46	19.64	39.28
SATURDAYS	14.73	29.46	14.73	29.46	14.73	29.46	19.64	39.28
SUNDAYS & HOLIDAYS	19.64	39.28	19.64	58.92	29.46	58.92	39.28	78.56

ARTICLE 2: OBNOXIOUS CARGO - ARTICLE 5.06 (a)

	<u>8 am to 12 Noon</u>	<u>Noon to 1.00 pm</u>	<u>1.00 pm to 5.00 pm</u>	<u>5.00 pm to 6.00 pm</u>	<u>6.00 pm to 10.00 pm</u>	<u>10.00 pm to 12 M/N</u>	<u>M/N to 4.00 am</u>	<u>4.00 am to 8.00 am</u>
MONDAY TO FRIDAY	10.22	20.44	10.22	30.66	15.33	30.66	20.44	40.88
SATURDAYS	15.33	30.66	15.33	30.66	15.33	30.66	20.44	40.88
SUNDAYS & HOLIDAYS	20.44	40.88	20.44	61.32	30.66	61.32	40.88	81.76

ARTICLE 3: REFRIGERATED CARGO - ARTICLE 5.06 (b) - SAME AS ARTICLE 2 ABOVE

Continued

6

SCHEDULE OF WAGES
RATES OF PAY FROM JANUARY 1, 1980
TO DECEMBER 31, 1980 INCLUSIVELY

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

DOUBLE THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

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

TIME AND ONE-HALF THE RATE SHOWN IN ARTICLE 1 FOR EACH PERIOD

72