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**COLLECTIVE AGREEMENT**

BETWEEN

**HALIFAX GRAIN ELEVATOR LIMITED**

AND

**INTERNATIONAL LONGSHOREMEN'S  
ASSOCIATION  
LOCAL 1843**

RECEIVED  
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08032 (08)

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ARTICLE 1 - SCOPE

1.01 The following conditions of work and rates of pay shall apply to all employees covered by this agreement at Halifax Grain Elevator Limited, Halifax, Nova Scotia.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Except as provided herein, nothing in this agreement shall limit the employer in the exercise of its function of management.

2.02 Existing Practices

During the term of this agreement the employer agrees to maintain current practices with respect to:

- (a) provision of lockers, lunch room and washroom facilities;
- (b) time-off with regular pay for blood donations;
- (c) work breaks;
- (d) free parking on employer's premises.

2.03 The employer will not contract out maintenance work normally done by the employees so long as the work can be done efficiently and within a reasonable time by the employees with the tools and facilities available at the elevator.

DEFINITIONS - See Schedule "C"

MANNING - See Schedule "E"

QUALIFICATIONS - See Schedule "F"

ARTICLE 3 - SENIORITY AND PROMOTION

- 3.01 A seniority list of all employees covered by this agreement shall be posted in January of each year. Such list shall show names, positions and seniority date. Copies of the list shall be furnished to the President of the Union or his designate when posted.
- 3.02 Protests regarding seniority status shall be submitted in writing, by the President of the Union or his designate within sixty (60) days of posting. When proof of error is presented, such error shall be corrected, and when so corrected, the agreed upon date shall be final.
- 3.03 The name of an employee who is promoted from a position covered by this agreement to a position with the employer not covered by this agreement will be continued on the seniority list and shall retain his seniority rights and continue to accumulate seniority rights while so employed, for six (6) months after which he will be struck off the seniority list.
- 3.04 **An** employee who has been discharged after having his case reviewed by the General Manager, or his designate and the President of the Union, or his designate and is reinstated in a position covered by this agreement, unless reinstated with his former seniority, will only be allowed seniority from the date of re-entry into the service of the employer.

- 3.05 If and when vacancies in regularly established positions (excluding temporary) or new positions require to be filled, they shall be bulletined within ten (10) working days of such vacancies occurring or of such new positions being established. The bulletin shall show rate of pay, effective date, classification and hours of assignment, and shall be posted for five (5) working days in places accessible to all employees affected. Copies of bulletins issued under this rule shall be furnished to the President of the union or his designate. Employees desiring such positions, will within the five (5) working day period specified in this rule, forward to the designated officer their application for such position.
- 3.06 Temporary vacancies, provided work in the particular position is required to be done, and newly created positions of less than thirty (30) days' duration, shall be filled, without necessity of bulletining, by the senior qualified employee within the work area who makes application, either written or oral, therefore within the first six (6) working days and who indicates by his work that he is fitted for advancement, so that he may acquire the necessary training for promotion.

**An** employee who has been appointed to a temporary position shall, on termination of such appointment, revert to the position from which he was appointed, unless he is successful in applying for another temporary position.

In the application of this rule, regularly assigned employees will only be permitted to exercise their rights on temporary vacancies when an increase in rate is involved, or when the rate is the same if the vacancy will be for more than six (6) working days.

A "temporary" vacancy is defined as a vacancy in a position caused by the regularly assigned occupant being absent from duty or temporarily assigned to other duties.

- 3.07 Bulletins for seasonal positions at the Grain Elevator will be posted not later than October 15th of each year. An employee filling such a position after December 15th will be considered as appointed for the season, unless he is filling such a position when it is temporarily vacated by another employee.
- 3.08 Appointments to vacancies shall be made on the following basis:
- (a) Positions in Level 1 will be filled by the senior applicant able to do the job;
  - (b)
    - i) The employer will establish training bulletins for positions at Level 2 and above where vacancies may occur. It is agreed and understood that the senior employee who indicates by his work that he is capable of advancement shall be placed in these training positions so that he may acquire the necessary training for promotion.
    - ii) Vacancies in positions at Level 2 and above will be filled by the senior trained applicant.
  - (c) The name of the appointee shall be posted within five (5) days in the same manner as the position was bulletined. Bulletin positions may be filled temporarily pending the assignment of the successful applicant.
  - (d) When bulletins covering (b) i) and ii) above are posted, copies will be mailed to employees on approved leave over the posting period. The posting period for training bulletins will be ten (10) days.

- 3.09 **An** employee, assigned by bulletin (notice) to a position shall be given a reasonable time in which to qualify, up to one year, the length of time depending on the character of the work, and failing to qualify shall be returned to his former position without loss of seniority. The length of time to qualify shall be stated in the Notice of Appointment.
- 3.10 Notwithstanding any provision contained herein, no employee shall acquire or be entitled to exercise seniority rights until he shall have worked for one hundred (100) days in any twelve (12) month period, after which seniority shall commence from the date of such employment. Such employee shall hold no rights under Article 3, 5 and 12 of this agreement and shall be on probation during this one hundred (100) days and if found unsuitable, will not be retained in the employer's service.
- 3.11 **An** employee who applies for a temporary or bulletined job shall have no minor offence held against him, however, in cases where a suspension has been given, such suspension may be held for a period of six (6) working months.
- 3.12 **An** employee wishing to exercise seniority rights in regard to "BUMPING" must do so at the commencement of a four (4) hour work period (8:00 a.m. and 1:00 p.m.). **An** employee will not be permitted to exercise his bumping rights into positions above his current level for which he failed to either apply or qualify for by competition.
- 3.13 **An** employee will not be entitled to exercise his bumping rights against a person on a training bulletin. A person on a training bulletin will not replace a regular employee.

ARTICLE 4 - LAY-OFF AND REDUCTION OF FORCES

- 4.01 When reducing forces, senior employees with sufficient ability to do the work will be given the preference for retention in the work area of their choice.
- 4.02 **An** employee whose position is abolished, or who is displaced or transferred shall be entitled to exercise his seniority rights, displacing a junior employee, provided he has sufficient ability to perform the work, and he makes his choice within five (5) working days of the abolition of the position, displacement or transfer. The employee is to give twenty-four (24) hours' notice of his choice to permit the Personnel Department to **notify** the supervisor and the employee being bumped.
- 4.03 A laid-off employee who desires to return to the service of the employer, when work is available for him, must keep the Personnel Office and the President of the Union or his designate advised of his address and phone number in order that he may be readily located.

If an employee fails to show up at the start of a period or has to leave during a period, management will have the right to call in the first man it can contact in order of seniority and ability. However, management accepts no liability for lost wages to a more senior man if he later lays claim to the work.

- 4.04 A laid-off employee shall, if qualified, be recalled to the service in order of seniority when staff is increased or when vacancies occur and shall be guaranteed:
- a) at least one (1) week's work, as defined in Articles 6.01, if recalled to perform regular elevator work not demanded by others; or
  - b) at least forty (40) hours work (to be counted at straight time regardless of whether premium rates apply) if recalled to perform work demanded by others;



provided that these guarantees do not apply to an employee who has been displaced by a seniority bump or an employee filling a temporary vacancy.

- 4.05 **A** laid-off employee who fails to report for duty or to give satisfactory reasons for not doing so within five (5) working days from the date of notification shall forfeit his seniority rights under this agreement, and his name shall be struck off the seniority list.
- 4.06 **An** employee who is out of the employer's service for more than twelve (12) consecutive months shall forfeit his seniority rights under this agreement, and his name shall be struck off the seniority list, except in the case of approved absence on account of illness.
- 4.07 Employees who have completed three (3) consecutive months of continuous employment, shall receive a two (2) week notice of lay-off, except where the termination is by way of dismissal for just cause.
- 4.08 Senior men shall have preference to go to the work area they wish within the Grain Elevator establishment commencing November 1st through to May 1st of each season. The senior men within the Grain Elevator shall make their choice within five (5) working days previous to November 1st, and/or May 1st. Senior men moving to the Grain Elevator after the above noted date shall make their choice within five (5) working days.
- 4.09 a) increasing the workforce or filling temporary vacancies once the seniority list is exhausted, first preference will be given to former employees of Halifax Grain Elevator Limited who are members of ILA, Local 1843 (elevator employees) in good standing and who have the ability to do the work offered, in a satisfactory manner.

- b) **An** Employee who is out of the Employer's service for more than twelve (12) consecutive months and has forfeited his seniority rights under this agreement, who is subsequently returned to the workforce, will not be entitled to exercise seniority rights until he has worked for one hundred (100) days in any twelve (12) month period, provided that these seniority rights are limited to the seniority earned from the date of his latest rehiring.

ARTICLE 5 - REHABILITATION

- 5.01 When an employee has become disabled or incapacitated while actually performing work of the employer, and is rendered thereby physically unfit to follow his usual occupation, he may, on agreement between the employer and the union President or his designate, be assigned to another position provided he is able to perform the work of that position, displacing an able-bodied employee, if necessary, irrespective of seniority. **An** employee displaced as the result of the application of this rule, shall be permitted to exercise his seniority rights in respect to whatever position his seniority entitles him to and he is qualified to fill.

ARTICLE 6 - HOURS OF SERVICE

- 6.01 The basic work week with the exception of employees on shift work (Watchmen) shall consist of five (5) days of eight (8) hours each, Monday through Friday, from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m. All time worked in excess of these hours shall be considered overtime and shall be paid for in accordance with Article 7.

ARTICLE 7 - OVERTIME AND HOLIDAY WORK

- 7.01 a) Except as otherwise provided in this article time worked in excess of the regularly assigned hours established by Article 6 hereof shall be paid for to the next nearest quarter ( $1/4$ ) hour at the rate of one and one half ( $11/2$ ) times the regular rate.
- b) All time worked between midnight and 8:00 a.m. shall be paid at double the regular rate. Any employee called for a midnight start will be guaranteed a minimum of eight hours pay at the premium rate. Any employee called for a midnight to 8:00 a.m. shift will be given a 30 minute paid meal break between the hours of 3:30 and 4:30 a.m.
- 7.02 All time worked on Saturday shall be paid for at double the regular rate, with the exception of hours worked between the hours of 8:00 a.m. and 12:00 noon and from 1:00 p.m. to 5:00 p.m. for the purpose of receiving from railcars or for all elevator work not paid for by others, which will be paid at one and a half ( $1\frac{1}{2}$ ) times the regular rate.
- 7.03 All time worked on Sunday will be paid for at double the regular rate.
- 7.04 All employees having thirty (30) working days service or over with the employer and having worked at least fifteen (15) days during the last thirty (30) calendar days immediately preceding the holiday, when required to work on any of the legal holidays mentioned in Article 10.01, shall be paid, in addition to his regular rate of wages for the day, double his regular rate for the first eight (8) hours worked and two and a half ( $2\frac{1}{2}$ ) times the regular rate for all additional hours worked thereafter.

- 7.05 A minimum of four (4) hours wages at one and one half (1½) times the regular rate or the equivalent thereof, will be paid for all work performed not continuous with, before or after, regular hours of work, including regular scheduled days off or on any of the days named in Article 10.01.
- 7.06 Certain start-up work at the Grain Elevator required between 7:00 a.m. and 8:00 a.m. shall be paid at double the prevailing rate (Monday to Friday - 2 x 1 ½T; Saturday and Sunday - 2 x 2T) for all time worked.
- 7.07 All worked performed during meal hours shall be paid for at double the prevailing rate, and such rate shall be paid until the men are relieved for a minimum of twenty (20) minutes relief, and such break shall be taken during the meal period unless otherwise specifically directed by the superintendent or his designate.

NOTE: Meal hours - 12:00 noon - 1:00 p.m.  
5:00 p.m. - 6:00 p.m.  
11:00 p.m. - 12:00 midnight (Grain  
Shipping or Receiving only)

- 7.08 Where work is ordered by others, with regard to shipping or receiving of grain and where the order is to work to a finish, all work performed during meal hours and thereafter shall be paid for according to Schedule D, until the job is completed. If the order to work to a finish is rescinded after the employees have begun to perform work during the meal hour, the employees shall continue to be paid according to Schedule D for four (4) hours.
- 7.09 (a) The Union acknowledges that overtime work will be required for the purposes of shipping or receiving grain. The Union agrees that it will not participate in or condone a collective refusal to work overtime.

- (b) The overtime rotation system shall be developed in labour-management meetings.
- (c) When the employer requires overtime to be worked, it shall post notice of same by noon on the day that the overtime work is to commence.
- (d) Employees shall confirm their availability for overtime by 2:00 p.m.
- (e) If the employer is unable to procure enough qualified employees to carry out the overtime assignment in an efficient manner, it is entitled to mandate overtime in reverse order of seniority from within the active work force.
- (f) The employer has the right to cancel an overtime assignment without penalty provided that the cancellation is due to unforeseen circumstances and notice is given to the employees by 4:00 p.m.

### 18.5 Compensatory Leave in Lieu of Overtime

Overtime shall be compensated in cash except where, upon request of an employee, overtime may be banked to be compensated as equivalent time off with pay subject to the following two qualifications. Firstly, the maximum an employee can bank or use as equivalent time off with pay throughout any given calendar year is eighty (80) hours of regular pay. Secondly, the maximum in the bank at any one time is eighty (80) hours of regular pay; therefore, if an employee carries over fifty (50) hours from one calendar year to the next, until the employee uses some of that as compensatory time off, the employee can only bank another thirty (30) hours before reaching the eighty (80) hour maximum. Once the fifty (50) hours have been used, an additional fifty (50) hours may be banked later in the year for use during the following year, subject to the maximum eighty (80) hours of regular pay in a

calendar year.

The employer shall grant compensatory time off at time convenient to both the employee and the employer.

Additional overtime (i.e., overtime in excess of time that may be banked for compensatory time off) may be accumulated up to forty (40) hours of regular pay. This will be paid out in cash, at the employee's option provided that ten (10) days written notice has been given to the payroll department.

#### 7.11 Exceptions

Watchmen shall work in shifts so arranged that in each three (3) week cycle, each man shall work approximately the same number of hours. The first forty (40) hours in each week shall be paid for at straight rates. Additional time worked thereafter in the same week shall be paid for at one and one half (1 ½) times the regular rates on the sixth (6th) shift worked and double time on the seventh (7th) shift worked and additional shifts worked.

#### 7.12 Meal Allowance

**An** employee who is required by Management to work three (3) or more hours of overtime immediately before or after his regularly scheduled hours of work and was not so advised the previous day, by posting of an overtime notice, shall receive a meal allowance of \$10.00.

### ARTICLE 8 - PAY PERIODS

- 8.01 a) Subject to the employer bringing its payroll system "on line", all employees covered by this agreement, shall be paid before 12:00 noon on Thursday of each week, it being understood that when Thursday falls on a holiday, such weekly payments shall be made before 12:00 noon on the preceding business day.

- b) The weekly pay shall be for the period Thursday through Wednesday.

ARTICLE 9 - PRESERVATION OF RATES

- 9.01 a) When an employee is called upon to do the work of another level which is higher than his own, such employee shall be paid at the new level for at least four **(4)** hours.
  - b) When an employee is called upon to do the work of another level which is lower than his own, such employee shall be paid at the rate of the new level after eight (8) hours work, unless in the opinion of Management, the higher rate should be maintained.
- 9.02 The rates of pay of new positions shall be in conformity with the rate of pay for positions similar thereto.

ARTICLE 10 - LEGAL HOLIDAYS

- 10.01 The following dates shall be recognized LEGAL HOLIDAYS for the purpose of this Agreement.

NEW YEAR'S DAY  
GOOD FRIDAY  
EASTER MONDAY  
VICTORIA DAY  
CANADA DAY  
HALIFAX NATAL DAY  
LABOUR DAY  
THE DAY FIXED BY PROCLAMATION BY THE RESPECTIVE  
GOVERNMENT AUTHORITY AS A GENERAL DAY  
**OFF** (SEE 10.03)  
THANKSGIVING DAY

REMEMBRANCE DAY  
CHRISTMAS DAY  
BOXING DAY

- 10.02 When any of the legal holidays, above mentioned, fall on a Saturday or Sunday, unless proclaimed otherwise, shall be moved to the next following scheduled work day.
- 10.03 Should the Governor in Council declare a statutory holiday that is not included in 10.01 this new day shall be recognized as a holiday for the purpose of this agreement to a maximum of twelve (12) days in any year.

ARTICLE 11 - VACATION LEAVE

- 11.01 **An** employee will be eligible for vacation leave with pay in accordance with the provisions of the "Canada Labour Code" Part 3 provided however, that:
- a) after having completed three (3) years of continuous service an employee will be eligible for a maximum of three (3) weeks or one hundred and twenty (120) hours leave with pay at 6% of the previous year's gross wages;
  - b) after having completed ten (10) years continuous service an employee will be eligible for a maximum of four (4) weeks or one hundred and sixty (160) hours leave with pay at 8% of the previous year's gross wages;
  - c) after having completed twenty (20) years continuous service an employee will be eligible for a maximum of five (5) weeks or two hundred (200) hours leave with pay at 10% of the previous year's gross wages;



- d) after having completed thirty (30) years continuous service an employee will be eligible for a maximum of six (6) weeks or two hundred and forty (240) hours leave with pay at 12% of the previous year's gross wages;

all under the following conditions.

- 11.02 a) No vacation leave will be granted to any employee at a time when his absence would impede unduly the work of the employer.
- b) Employees not indicating their preference for vacation by June 1 of any year have no right to displace employees whose vacations have been approved.
- c) Seniority preferences for vacation purposes applies only once on the first choice of each year.
- d) Any employee transferring from one department to another is responsible to notify his superintendent of any vacation.

11.03 Should a holiday for which an employee is paid under 10.01 hereof occur during his period of vacation leave, that day will not count as part of his vacation leave.

11.04 Time off on account of a bona fide illness, not exceeding sixty (60) days in any calendar year, shall be included in the computation of service for vacation purposes, provided always that satisfactory medical certificates shall be furnished to the employer covering all such illness.

11.05 To the extent that any work hours lost by an employee as a result solely of injury sustained on duty, and such employee is paid for the work hours so lost, then to such extent the work hours so lost will be included as hours worked for the purposes of computing vacation leave credits.

11.06 All regular employees would be entitled to a minimum of a regular week's pay for each week of vacation provided that they had not been on lay off status, suspended or on leave of absence during the previous calendar year or the period on which their vacation is computed.

NOTE: The five (5) days in Article 4.02 will not count as a leave of absence under this Article.

11.07 Vacation pay will be included in the paycheque of the employee on the last day prior to going on vacation, provided he informed the payroll department in writing fifteen (15) days prior to going on vacation.

11.08 Vacation leave earned must be taken on or before December 31 of that year and cannot be accumulated unless required by Management under Article 11.02 a), or if supported by valid reason such as Workers' Compensation, approved sick leave, bereavement leave, or similar condition defined within this contract.

#### ARTICLE 12 - SICK LEAVE

12.01 All employees shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days, or ten (10) hours for each calendar month for which they have received pay for at least ten (10) days.

12.02 Sick leave with pay will be granted, where credits are available, to an employee who has attained seniority rights, when he is unable to perform his duties because of illness or injury provided that he satisfies the employer of his condition in such manner and at such time as may be determined by the employer. Although medical certificates will not normally be required for single day absences, the employer reserves the right to require a medical certificate for any absence where circumstances warrant.

Where an Employee is required to present a doctor's certificate under Article 12.02, he shall advise management of the doctor's basic diagnosis and recommended time of incapacity without delay. The doctor's certificate should be deposited with the Administration Office without delay to ensure continuity of wages.

12.03 Whenever possible **an** employee who is sick will make every effort prior to his regular starting time, to inform his supervisors of his absence for the day.

12.04 At the discretion of the General Manager or his designate, an employee who has insufficient or no credits to cover the granting of sick leave with pay, sick leave with pay may be granted for a period of up to fifteen (15) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

#### ARTICLE 13 - INJURY ON DUTY LEAVE

13.01 If an employee suffers a compensable injury at work, the Worker's Compensation Act (Nova Scotia) provides for Temporary Earnings Replacement Benefits (TERB) under the current legislation.

13.02 Where an Employee suffers a compensable injury and is entitled to TERB, while the Employee is awaiting confirmation of his claim from the Worker's Compensation Board, the Employer shall pay the Employee an amount based on its estimate of TERB to be received by the Employee from the WCB provided:

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- a) The Employee's sick leave credits shall be reduced in accordance with the amount paid to the Employee, with an automatic advance of sick leave credits, if necessary.

- b) Without restricting the duties of the Employee or the rights of the Employer under that Act the Employee has to assume the responsibility for immediately reporting the accident in question to his immediate supervisor and providing to the Employer a medical certificate from the doctor of the Employee's choice indicating the nature and extent of his injuries and the estimated time off work resulting from the injury. In the event that the Employer wishes to clarify the medical information in the certificate, the Company Doctor may obtain further information from the Employee's doctor provided that such information relates only to the nature and extent of the injury or the estimated time off.

13.03 a) Once the Employee receives TERB from the WCB:

- i) the Employee shall remit to the Employer any amount received from the WCB by him as compensation for loss of pay for which he has received a payment from the Employer; and
  - ii) sick leave credits which were reduced as a result of payments by the Employer shall be restored.
- b) If the Employee's claim for TERB is not allowed by the WCB, the Employee shall repay to the Employer any advance of unearned sick leave credits and the Employer shall be entitled to deduct from the Employee's accrued vacation pay the amount advanced.

13.04 In cases involving extended periods of injury on duty leave, periodic verification or assessment by the Company doctor may be required.

- 13.05 **An** Employee who has been assessed as being able to perform specific "light duty" work as determined by a qualified medical practitioner shall be provided with work commensurate with his physical capability or shall continue on injury on duty leave until such work is available or he is able to assume normal duties.
- 13.06 The Employer shall supply transportation to any Employee, injured while on duty, to the doctor or hospital of his choice within the Halifax Area.

#### ARTICLE 14 - SEVERANCE PAY

NOTE: Past practice with respect to payment of severance pay will continue for all employees whose seniority date is prior to December 31, 1984. For all employees whose seniority date is after January 1, 1985 the term "complete year" will be interpreted as "twelve (12) months" and will be so used for all severance pay calculations.

##### 14.01 Lay-off

- a) **An** employee who has three (3) or more years of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off. In the case of an employee who is laid-off for the first time following the signing of this agreement, the amount of severance pay shall be two (2) weeks pay for the first and one (1) week's pay for each succeeding complete year of continuous employment, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-eight (28) weeks' pay.

- b) In the case of an employee who is laid-off for a second or subsequent time following the signing of this agreement, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, less any period in respect of which he was granted severance pay, retiring leave or cash gratuity in lieu, but the total amount of severance pay which may be paid under the clause shall not exceed twenty-eight (28) weeks' pay regardless of the number of times an employee is laid-off.

#### **14.02 Resignation**

**An** employee who has ten (10) or more years of continuous employment is entitled to be paid severance pay on resignation equal to the amount obtained by multiplying half ( $\frac{1}{2}$ ) of his weekly rate of pay on resignation by the number of completed years of his continuous employment to a maximum of twenty-six (26) weeks less any period in respect of which he was granted severance pay, retiring leave or cash gratuity in lieu of retiring leave by the employer.

#### **14.03 Retirement**

On termination of employment, an employee who is entitled to an immediate annuity shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment. Service less than complete year to be computed on monthly basis to a maximum of twenty-eight (28) weeks, less any period in respect of which he was granted severance pay, retiring leave or cash gratuity in lieu of retirement leave by the employer.

- 14.04** Any severance pay, vacation pay or weekly wages due to an employee at time of termination of employment shall be granted to the employee in a lump sum payment or in the case of his death to his estate.

## ARTICLE 15 - OTHER LEAVE

### 15.01 Bereavement Leave

For the purpose of this clause, immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) where a member of his immediate family dies, **an** employee shall be entitled to bereavement leave with pay to compensate for lost time for a period of up to four **(4)** working days and not extending beyond the day following the funeral.
- b) an employee is entitled to bereavement leave with pay to compensate for lost time **up** to a maximum of one **(1)** day in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law. The day to be the day of the funeral.

### 15.02 Special Leave

**An** employee, who has attained seniority rights, shall earn special leave credits up to a maximum of twelve (12) days at the rate of one half ( $\frac{1}{2}$ ) day for each calendar month in which he receives pay for at least ten (10) days and such leave may be granted at the discretion of the employer where circumstances not directly attributable to the employee, including illness in the immediate family, prevents his reporting for duty. Such requests for leave by an employee shall not be unreasonably withheld.

15.03 Court Leave

Leave of absence with pay shall be granted to every employee other than one on leave of absence without pay, or under suspension, who is required:

- a) to serve on a jury, or
- b) by subpoena or summons to attend as a witness in any proceeding held or under any other circumstances deemed necessary at the discretion of the General Manager.

for days when actually in attendance at Court.

ARTICLE 16 - SAFETY

- 16.01 a) The Union and the employer agree that all efforts possible will be made in order to ensure the safety of employees.
- b) The employer will pay each employee on the seniority list an expense Allowance, for safety boots and coveralls, of two hundred dollars (\$200.00) annually to be paid in two (2) installments (February-August).
- c) Safety hats will be provided at the employer's expense to all employees and are to be carried at all times. These hats must be worn in all Hard Hat areas or in various work areas where there is a danger of head injuries.
- d) Other types of protective clothing will be supplied by the employer to the requirements of the Canada Labour Code, Canada Protective Clothing and Equipment Regulations.



- e) Safety hats, footwear and other types of protective clothing shall be used as stipulated in Part IV of the Canada Labour Code.

ARTICLE 17 - COVERALLS:

The Employer agrees to supply 2 pairs of coveralls to employees who have obtained seniority. Such coveralls shall be used only at work. The coveralls will be laundered on a weekly basis at the Employer's cost.

Upon termination of employment, an Employee must return all coveralls to the Employer. If the employee fails to do so, the Employee is liable to the Employer for the cost of the coveralls. The Employer is authorized to deduct such amount from the Employee's pay, including vacation pay, and after any such deduction, the Employee is then liable for any unpaid balance.

ARTICLE 18 - MEDICAL

- 18.01 Effective on the signing of this agreement the employer will share with the employee on a 50/50 basis the cost of the Group Hospital/Medical Plan. This applies to either the G.S.M.I.P. or the Blue Cross Plan. Effective January 1, 1985 the G.S.M.I.P. is no longer available but for employees in the G.S.M.I.P. prior to January 1, 1985 coverage will continue until the employee withdraws.
- 18.02 Employees not covered by the Blue Cross Plan are still eligible to receive the Medical Insurance Rebate.
- 18.03 All new employees must, as a condition of employment, satisfy the employer through a medical examination as arranged by the employer, that they are fit for employment. Such medical examination shall be at the expense of the employer and be taken within the first one hundred (100) days of work.

- 18.04** Unless otherwise provided for in this collective agreement, no employee shall be required to report to or be examined by any physician appointed by the employer. Employees shall be free to be examined and be treated by the doctor of their own choice for the purpose of any medical examination or documentation required under this collective agreement.
- 18.5** The employer and the union agree to cooperate in assisting employees afflicted with alcoholism or drug dependency and that such employees shall be given every opportunity to rehabilitate themselves without adverse employment consequences.
- 18.06** The Union agrees to cooperate with the program of Pulmonary Function studies instituted by the employer.

**ARTICLE 19 - PROGRESSIVE/CORRECTIVE DISCIPLINE:**

- a. The Company agrees with the principle of progressive/corrective discipline and so will normally follow a procedure of progressive/corrective discipline (for example, verbal warning, written warning, suspension and finally discharge). However, it is understood that the discipline imposed will depend upon all of the circumstances; in particular, offences such as those listed in paragraph (b) may be just cause for discharge on the first occurrence.
- b. Without in any way restricting the right of the Company to discharge an Employee for other reasons, the following offences may be just cause for immediate discharge of any Employee:
- (i) Willfully, or by gross negligence, causing an accident and/or incident;

- (ii) Theft of property of the Company or another Employee on Company premises;
- (iii) Willful damage to property of the Company, or another Employee on Company premises;
- (iv) Smoking in any area of the Grain Elevator except for the designated area in the Employee's Lunch Room;
- (v) Possession and/or consumption of alcohol or illegal drugs on Company premises;
- (vi) Being under the influence of alcohol and/or illegal drugs on Company premises;
- (vii) Fighting on Company premises;
- (viii) Sleeping on the job.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 When an employee feels he has a complaint, he is encouraged to consult with his supervisor with respect to such complaint, accompanied by his shop steward.

20.02 A grievance is a statement of dissatisfaction by an individual, the Union or Management concerning the interpretation, application or the alleged violation of the collective bargaining agreement or traditional work practices and shall be dealt with in the following manner.

The grievance shall be submitted in writing to the Employer by registered mail within fourteen (14) days of the incident giving rise to the grievance to Step One of the grievance procedure.

Step 1: The grievance shall be sent to the Superintendent of the appropriate department who shall arrange a meeting with the employee and his shop steward at a time convenient to all parties within five (5) working days and reply to the grievance in writing within two (2) working days of such a meeting.

Failing to reach agreement at Step 1 the Grievance shall be submitted to Step 2 within five (5) working days.

Step 2: The grievance shall be submitted to the President/Director or his designate who shall arrange a meeting with the employee and his shop steward at a time convenient to all parties within five (5) working days and reply to the grievance in writing within two (2) working days of such a meeting.

Failing to reach agreement at Step 2 the grievance shall be submitted to Step 3 within twenty (20) working days.

Step 3: The Union shall advise the employer of its intention to refer the matter to arbitration and suggest the name of an arbitrator.

All grievances must be submitted to the Employer and moved through the Step procedure within the time limit set out in the grievance procedure. Failure to abide by these time limitations will result in dismissal of the grievance. The time limits set out herein may be extended by mutual agreement of the parties.

20.03 The arbitrator shall be selected from the following list in rotation in accordance with the date on which the grievance arose:

R. Lorne MacDougall, Q.C.  
Judge J.A. MacLellan  
S. Bruce Outhouse, Q.C.

The arbitrator shall sit without unnecessary delay and his decision shall be binding on both parties. The arbitrator is not authorized to alter, modify or amend any part of this agreement.

20.04 It is understood and agreed that the cost of the arbitrator shall be shared equally between the union and the employer.

20.05 It is distinctly understood and agreed that, as required by Part V of the Canada Labour Code, there shall be no stoppage of work while the procedure outlined in this article is being followed.

ARTICLE 21 - COMPULSORY CHECK OFF OF UNION DUES

21.01 Effective following date of signature, the employer shall, insofar as it can legally do so, deduct from wages due an amount equivalent to the prevailing monthly dues of the Union, subject to the conditions and exceptions set out hereunder.

21.02 The compulsory check-off of Union dues applies to all employees covered by this agreement and deductions are to be made once per month on the second pay period.

21.03 It is further understood and agreed that, if, in the second pay period of the month, an employee's net earnings are insufficient fully to cover payment of the prevailing monthly union dues, the employer will not be obliged to collect the dues for that month from such an employee, such collection to be the responsibility of the Union.

21.04 The employer shall not be held liable or responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, where possible, any such errors shall be rectified by subsequent adjustments. It is understood that the Union will indemnify and save harmless the employer from, or against, any and all claims which may be made by an employee or employees for amounts deducted from wages as herein provided.

21.05 The total amount of dues deducted from the payroll of the second pay period each month shall be forwarded to the Union (attention Local Secretary-Treasurer), with a list of employees from whose earnings deductions have been made, on or before the last day of the month during which deductions were made.

#### ARTICLE 22 - TECHNICAL AND OTHER CHANGES

22.01 Where the employer is contemplating any major changes in the work force, resulting from technical or technological improvements or modifications in the structure or in the administrative system of the employer agrees to give the International Longshoremen's Association Local 1843, a minimum of **sixty** (60) days' notice during which time the employer agrees to consult with the Association on such changes and implications.

22.02 To this end, the employer, in concert with the Union, will give all reasonable consideration to enable an employee affected to adapt himself to the said improvement, modification, or change, and shall afford to the employee concerned the possibility of being assigned to equivalent positions without loss of salary.

#### ARTICLE 23 - SUPPORT FOR APPRENTICES


23.01 With prior written approval of apprenticeship training and upon presentation of invoices, the company agrees to pay 50% of the cost of apprenticeship tuition courses and course required books, to a maximum of \$1,000 in any calendar year.

ARTICLE 24 - DURATION AND RENEWAL

This agreement shall, except as herein otherwise specifically provided, be effective on 1 st January 2010 and shall remain in effect until the 31 st day of December 2014 and shall continue in effect thereafter until such time as either party hereto gives two (2) months' notice in writing of desire to revise or terminate the same.

SIGNED this 17 day of May 2010.

For HALIFAX GRAIN  
ELEVATOR LIMITED



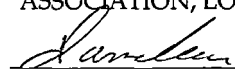
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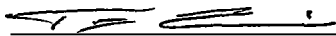
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For INTERNATIONAL  
LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1843



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SCHEDULE "A"

HOURLY RATES OF PAY

	JAN1 2010	JAN1 2011	JAN1 2012	JAN1 2013	JAN 1 2014
LEVEL 1 - WITHOUT SENIORITY	\$12.58	\$12.83	\$13.21	\$13.61	\$14.02
LEVEL 1 - WITH SENIORITY INCLUDES THE FOLLOWING	\$20.74	\$21.15	\$21.78	\$22.43	\$23.10
1. Watchman Grain Elevator Worker Helper Oiler Glazer Dockspoutman(Pier 28) Fumigator Feed Tender Feed 5 + 6, 7 + 8 Hatch Tender					
2. Weighman Tripperman Senior Feed Tender Trackmobile Operator Marine Leg Operator Control Tower Operator	\$21.86	\$22.30	\$22.97	\$23.66	\$24.37
3. Operator and Mechanical Assistant (qualified) Operator and Electrical Assistant (qualified)	\$22.51	\$22.96	\$23.65	\$24.36	\$25.09
4. Electrician Industrial Mechanic Maintenance Welder	\$23.14	\$23.60	\$24.31	\$25.04	\$25.79
5. Lead Hand	\$23.54	\$24.01	\$24.73	\$25.47	\$26.23
6. Chief Weighman	\$24.05	\$24.53	\$25.27	\$26.03	\$26.81
7. Foreman	\$26.12	\$26.64	\$27.44	\$28.26	\$29.11



Wage increase for 2007 will be retroactive to January 1, 2007

Wage increases effective January 1, 2008 and 2009 will be equal to the prior year's Annual Nova Scotia All Items Consumer Price Index as indicated on the Statistics Canada Website PLUS .3%

The Index is calculated as the average of the indexes for the 12 months of the prior calendar year rounded to 1 decimal place

Wage increases in 2008 and 2009 will be retroactive to January 1, 2008, and January 1, 2009 respectively.

## SCHEDULE "B"

### PREMIUMS

1. A premium of \$1.00 per hour to be paid while working from a swinging stage, Bonsun's Chair, or climbing without staging, where it is thirty (30) feet or over above the ground. (Does not apply working from a ladder).
2. All employees shall be paid double the prevailing rate, while working in a shed or pier where explosive cargo is being loaded or stored.

## SCHEDULE "C"

### DEFINITIONS

DEPARTMENT	For the purpose of this agreement, there are two (2) Departments, Engineering and Operations. Currently the Engineering Department has responsibility for grain elevator maintenance. The Operations Department has responsibility for grain elevator operations and quality control.
EMPLOYEE	One who is in a position listed in Schedule "A".
EXPLOSIVE CARGO	For the purpose of <b>this</b> agreement, the term Explosive Cargo is defined as a cargo of an explosive nature that under Government regulations has to be carried in a specially constructed magazine when on board ship.
REGULAR RATE	An employee's hourly rate of remuneration applicable to his appointed position as listed in Schedule "A".
SENIORITY	The length of service in the bargaining unit and shall be applied on a unit wide basis.
SENIORITY DATE	<b>An</b> employee's seniority date shall be his first day of employment provided he has worked 100 regular days within 12 months of his first day of employment.
VACANCY	A regular or seasonal position which has not been abolished and is not occupied by an employee.
WORK AREAS	Electrical Shop (Grain Elevator Maintenance) Millwright Shop Rail Car Receiving Basement Bin Floor Galleries Scale Room

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Management may reassign regular employees to alternative work areas when work is not available in their assigned positions.

For illustrative purposes, an example of high demand is a combination of running three (3) or more belts to a vessel, running both sides of the trackshed (utilizing three (3) bin floor belts) and truckshed loading.

SCHEDULE "D"

RATES OF PAY AFFECTED BY ARTICLE 7.08

Where work is ordered by others, with regard to shipping or receiving of grain and where the order is to work to a finish, all work performed during meal hours and thereafter shall be paid for as follows:

**Weekdays - Monday to Friday, excluding holidays**

12:00 - 17:00	Rate of Pay X2
17:00 - 00:00	Rate of Pay X3
00:00 - Onwards	Rate of Pay X4

**Saturday, Sunday and Holidays**

Meal Period - Onwards	Rate of Pay X4
Meal Period after 8 hours worked on a holiday	Rate of Pay X5

## SCHEDULE "E"

The following manning levels shall apply at the elevator:

<u>Area</u>	<u>Regular</u>	<u>High Demand</u>
Basement Lead Hand	1	1
Basement Feed Tenders	1	4
Bin Floor Lead Hand	1	1
Bin Floor Tripperman	1	3
Rail Car Receiving Lead Hand	1	1
Rail Car Receiving Hatch Tender	1	2
Rail Car Receiving Brakeman		1
Rail Car Receiving Switchman		1
Rail Car Receiving Elevator Worker		1
Galleries Lead Hand	1	1
Galleries Towerman	2	3
Galleries Feed Tenders		2
Galleries Dockspoutmen		4
Weighman- Chief	1	1
Weighman- Inside	1	2
Weighman- Truckshed	1	1
Electricians	2	2
Millwrights	2	2
Operators	2	2
Foreman Operations	1	1
Foreman Quality Control	1	1
Watchmen	3	3

The foregoing manning is based on 1987 tonnage handled and is subject to review should this change significantly. Should there be a significant reduction of business necessitating a reduction in the above levels, this will be discussed with the union thirty (30) days prior to lay-off.

Manning for overtime operations will be determined by Management according to the type of work, equipment in use and staff availability, provided always that work is carried out in a safe and efficient manner.

## SCHEDULE "F"

1. To establish qualifications, grading of employees shall be carried out by the operations superintendent in consultation with the lead hands. Each employee's grade shall be submitted to the Union and the employee. Protests regarding the grade must be made in writing within **sixty (60)** days of the submission of the grade to the Union. Protests shall be resolved by consultation among the Union, the individual employee and the employer.
  
2. (a) The employer shall, in **January** of each year, post a list of the qualifications of all employees. A copy of the list shall be furnished to the President of the Union (or his designate) when posted.  
  
(b) Protests regarding qualifications shall be submitted, in writing, by the President of the Union (or his designate) within **sixty (60)** days of posting. When proof of error is presented, such error shall be corrected, and when so corrected, the agreed upon qualifications shall be final.



LETTER OF UNDERSTANDING

BETWEEN :

HALIFAX GRAIN ELEVATOR LIMITED

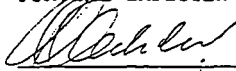
AND :

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION,  
LOCAL 1843

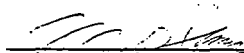
It is understood and agreed between the parties that Articles 3.07 and 4.08 of the Collective Agreement shall be interpreted so that an employee appointed to a bulletin will occupy that job whenever it is available between December 15 and the end of the rail car shipping season. However, such an employee is not protected from lay-off during this period and bumping rights are as provided in Article 3.13.

DATED at Halifax, Nova Scotia, this 12<sup>th</sup> day of December, 1987.

FOR THE EMPLOYER

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
James Jan  
\_\_\_\_\_  
Richard White  
\_\_\_\_\_  
Bill Shinko  
\_\_\_\_\_

MEMORANDUM OF AGREEMENT

The laid-off employees covered by Article 4.09 are as follows:

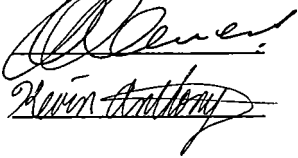
Thomas Payne  
Guido Liberatore  
Thomas **Hustins**  
Robert Wambolt  
Thomas Cox  
Bruce Marsman

The parties agree that in lieu of retroactivity the following employees will each receive a signing bonus of \$1,000.00:

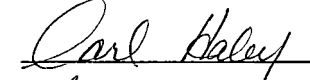
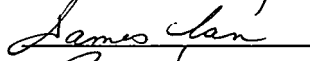
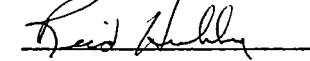

Archie Howe  
Reid Hubley  
Lloyd Westhaver  
Ken Thompson  
Earl Giles  
James Carr  
Mark James  
Robert White  
Elden Carvery  
James Zinn

Signed this day 27th of March 1991.

For HALIFAX GRAIN  
ELEVATOR LIMITED

  
\_\_\_\_\_  
\_\_\_\_\_

For INTERNATIONAL  
LONGSHOREMEN'S ASSOCIATION

MEMORANDUM OF AGREEMENT

The employer agrees that the position of the Maintenance Welder be included in the group of Employees covered by this Agreement on the following condition:

1. The position of Maintenance Welder involves only routine maintenance and any persons hired as welders for special projects shall not be covered by the Agreement.

Signed this 11<sup>th</sup> day of July 1997.

For HALIFAX GRAIN  
ELEVATOR LIMITED

E. Gudea  
Devin Anthony  
\_\_\_\_\_

For INTERNATIONAL  
LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1843

James Lee  
Archie Howe  
D. W. Dwyer J.P. 1. L. A.  
\_\_\_\_\_

\_\_\_\_\_

## Memorandum of Agreement

- A fire watch will be present during hot work, while not in a designated safe area, as per our Welding Procedures.
- When fumigating while unloading a vessel, Halifax Grain Elevator Limited agrees to hire a licensed fumigator.
- Labour/Management Meetings: Meeting will be held in the first week of the month at 11:30 a.m. Discussion points have to be handed in by Monday at 1 p.m. so that an agenda may be prepared.
- A pension advisor will discuss the pension plan with employees once a year.
- Alcohol and Drug Policy to be developed during Labour/Management meetings.
- Working a vessel around the clock:

When the Company is requested to work a vessel around the clock, management reserves the right to split the crew into two shifts. **In** the Elevator, the crew will consist of two employees **on** the bin floor and one maintenance/electrical employee. **An** overtime rotation system shall be developed to the mutual agreement of both parties.

- **In** lieu of retroactivity a signing bonus of \$2,650 for the following employees:

Archie Howe  
James Carr  
Richard Casey  
Robert White  
James Zinn  
Robert Bauer  
Kevin Biron  
Jonathan MacDonald

- Rod McDonald shall receive a retroactive pay increase for the period January 1, 2000 to December 18, 2000.  
Roberto Hechavarria shall receive a retroactive pay increase for the period June 13, 2001 to August 22, 2001.

Signed this 18<sup>th</sup> day of January 2002.

For HALIFAX GRAIN  
ELEVATOR LIMITED

E. J. Jones.  
\_\_\_\_\_  
\_\_\_\_\_

For INTERNATIONAL  
LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1843


K. Dave Boyd  
James Carr  
Archie Howe

MEMORANDUM OF AGREEMENT

The employer and the union agree that one management employee will approve all special and sick leave. It is agreed that for the period of January 1, 2007 to December 31, 2009, this person will be Jeff Brownlie or in his absence, his designate.

Signed this 11<sup>th</sup> day of May 2007.

For HALIFAX GRAIN  
ELEVATOR LIMITED



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For INTERNATIONAL  
LONGSHOREMEN'S  
ASSOCIATION, LOCAL 1843

*Made subject.*  


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