

COLLECTIVE LABOUR AGREEMENT

Effective from January 1, 2022

To

December 31, 2025

ILA LOCAL 273

GENERAL LONGSHORE WORKERS, CHECKERS and SHIPLINERS

OF THE PORT OF SAINT JOHN, NB

Collective Agreement

Between

On the one part

The Port of Saint John Employers Association, acting for and on behalf of its members, hereinafter referred to as “Companies” or individually as “Company” with both the Association and the Companies hereinafter referred to as “Management”

And

On the other part

The General Longshore Workers, Checkers and Shipliners of the Port of Saint John, Local 273, ILA, hereinafter referred to as “The Union”.

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COMMON

Article 1 – Purpose

- 1:01** The general purpose of this agreement is to promote mutually satisfactory relations between the Companies, the Association, and the Union, to ensure greater efficiency in the work performed, to provide machinery for the prompt disposition of grievances and to establish satisfactory working conditions to be strictly observed by all parties; as well as hours of work and wage rates for all employees who are subject to the provisions of this agreement.
- 1:02** For the purposes of this agreement, any reference to the masculine shall include the feminine and vice versa.

Article 2 – Recognition

- 2:01** Management recognizes all employees working as longshoremen, linesmen, gear mechanical repairman, shipliners, including those doing carpentry work related to Port operation, steamship checkers, head checkers and stowage men, cargo repairmen, weighers and samplers, coopers and floormen, together with manifest clerks, office employees and yard planner employed on the docks, including foremen and walking bosses associated with these classifications, in the Port of Saint John, being that area adjacent to navigable tidal waters extending from Point Lepreau, N.B., on the south, to Cape Spencer, N.B. on the east, and extending through the City of Saint John and up the Saint John River to the boundary of the City of Saint John, N.B.
- 2:02** It is understood by the parties to this agreement that this agreement, as written, constitutes the full and only agreement between the parties and covers all working conditions to be observed by both. It is further agreed that no previous conditions, practices, customs, rules, or agreements shall be recognized or permitted to modify the terms of this agreement.
- 2:03** The Union agrees that labour will be supplied in accordance with the provisions of this agreement and to the Companies only. The Union further agrees to supply labour to the Companies only so long as they remain members of the Association. Notwithstanding the above, the Union will supply labour to any person that is and remains designated by the Association and any person so designated shall have all the rights and obligations of a Company under the collective agreement.
- 2:04** Management agrees that it will not discriminate against any employee by reason of his legitimate Union activities.
- 2:05** It is agreed that any Company added by the Canada Industrial Relations Board to its Order of June 23, 1982, shall be deemed to be added as a Company to this agreement.

Article 3 – Management Rights

The Union recognizes that the management of the operation and direction of the work force including, but not limited to, the right to direct, plan and control operations and the employees working hours, determine all work procedures and methods, the right to hire, assign, promote, demote, transfer, increase and/or decrease the size of a basic work force subject to provisions of the Joint Manpower Committee, maintain order and discipline, including suspend or discharge employees for just cause or to release employees for other legitimate reasons, the right to introduce new and improved methods and to generally manage the operations, is vested exclusively in Management, subject to preserving the health and safety of the employees and in compliance with all legal requirements and the provisions of this agreement.

Article 4 – Discipline

4:01 The Union agrees that it will not uphold incompetence, shirking of work, pilfering, or broaching of cargo, consuming of intoxicants (including alcohol and drugs) on the job or reporting for work under the influence of same. An employee may be discharged or otherwise dealt with, as the Management see fit, for committing any of the above offences or for any other just cause, but a claim by an employee that he has been discharged or disciplined without reasonable cause may be the subject of a grievance. Any employee suspended or discharged by any employer will not be employed by Management unless he is reinstated by agreement of the parties or pursuant to the arbitration procedure.

4:02 Charges against an employee resulting in dismissal or suspension shall be communicated to the Union in writing and may be resolved by confirming Management's action, or by restoring the employee to his former position, with full compensation for all time lost, or by any other agreement which is considered just and equitable by the parties.

4:03 Any member of the Union discharged or disciplined shall receive written notice from Management stating the reason for his being discharged or disciplined and a copy of this notice will be sent to the Union.

It is understood and agreed that the Port of Saint John Employers Association shall act for and on behalf of Management with regards to all matters of discipline.

4:04 In the event Management imposes a suspension or discharge on any employee, such employee shall, at the request of himself, Management or the Union be given the opportunity to discuss the matter with Management as soon as can be arranged and prior to final determination of the action to be taken. In the event such disciplinary action is taken at the time of the alleged offence, then the opportunity to discuss the matter, as referred to herein, must be within the

next two (2) days, excluding Saturdays, Sundays, and holidays. It is understood that the President and Business Agent may be present at such meeting if so requested. This in no way alters or restricts Management's rights to discipline nor the Union's rights under the Grievance and Arbitration procedure herein.

4:05 It is understood that disciplinary records on an employee's file shall be cancelled as follows:

- a) Disciplinary warnings shall be cancelled one (1) year following the date of the incident.
- b) Disciplinary suspensions shall be cancelled two (2) years following the date of the incident.

Article 5 – Administration

5:01 Management acknowledges the right of the Union to appoint or otherwise select a Business Agent and/or their designate and agrees to recognize him for the purpose of scrutinizing the administration of this agreement. However, it is agreed that in the performance of their duties, the Business Agent and/or their designate shall never interfere in the progress of the work of the employees nor hinder Management in the exercise of its rights.

5:02

- a) Notwithstanding the provisions of Article 7 (Grievance and Arbitration) the following steps may be taken in the case of an urgent situation requiring immediate attention:
 - 1) The matter will be discussed between the President/ Business Agent, the representative of the Association and the local Manager of the Company, if applicable.
 - 2) Failing resolution, a meeting of the respective grievance committees will be held within twenty-four (24) hours or at such later time as may be agreed to between the parties.
 - 3) Failing resolution, the matter may then enter the arbitration procedure as set forth in Article 7.
- b) The parties understand and agree that the provisions of Article 5:02 (a) are not intended to circumvent the normal grievance procedure (Article 7) and will only be invoked in a situation which urgency is such to render the time limits of the normal grievance procedure impractical.
- c) It is understood and agreed that pending the resolution of a dispute, in accordance with the above procedure; the men shall continue to work as instructed by Management.

5:03 No rules, regulations or resolutions shall be passed by Management or the Union which are inconsistent with the provisions of this agreement.

5:04 The Union recognizes the provisions of Section 95 (h) of the Canada Labour Code and any violation of that provision shall constitute a violation of the Collective Agreement.

5:05

- a) Union monthly meetings will be held six (6) times per year in February, April, June, August, October, and December.

It is agreed that, to accommodate stop-work monthly meetings, the employer will choose any period between 08h00 and 23h00 from Monday until Thursday excluding Holidays during the first two weeks of the stop-work meeting month. It is further agreed that PSJEA will provide forty-eight (48) hours' notice of the meeting period.

- b) It is agreed that to accommodate such regular monthly meetings, all work shall be suspended from 17h00 to 24h00 except when a ship is finishing, in which case work can continue until 19h00.
- c) It is agreed that Port closures for Union meetings will not occur within seven (7) days of each other unless mutually agreed upon by the parties.

5:06 Notwithstanding Article 5:05 above, it is understood that the Union may hold up to five (5) special membership meetings per year and that, at such times, work shall be suspended in the Port. When any such meeting is required, the Union will so advise Management and the parties will agree on a mutually convenient date and time for the meeting to be no later than ten (10) days (excluding Saturdays, Sundays, and Holidays) following receipt of the notice from the Union. It is understood that such meetings shall only be called when absolutely necessary and every effort shall be made to minimize the time during which work shall be suspended in the Port.

5:07 The Union agrees that in the event it has a complaint with respect to the action of any foreman or walking boss, it shall take the complaint up with Management, in accordance with Article 7 herein.

5:08 Check-off – Management agrees to deduct from the wages paid to each individual working under this agreement an amount of fifty cents (\$0.50) per man/hour worked and remit said monies monthly within ten (10) days following the end of the month to the Union and the Union agrees to save harmless the Association, the Maritime Data Center Inc., and any company from claims arising out of this clause.

Article 6 – Violation of Agreement

Should working conditions, as set out in the present agreement, be violated by either party to this agreement, or by any person represented by either party, the party affected by such violation may

submit a grievance, according to the expedited grievance and arbitration procedure articles; this subject to Article 7:02 c). In such cases, the arbitrator has the authority to order reimbursement of any payment made by any company or loss suffered by any employee as a result of said violation and/or exemplary damages.

Article 7 – Grievance & Arbitration Procedure

7:01 The Union shall appoint or otherwise select a Grievance Committee to consist of the President, the Business Agent and one (1) other member and shall notify Management of the names of the members of their Grievance Committee within seven (7) days of the signing of this agreement. Management shall likewise select a Grievance Committee to consist of not more than three (3) persons and shall notify the Union of their names within seven (7) days of the signing of this agreement. It is agreed that the Union and Management may appoint or otherwise select a substitute for any of the members of their respective Grievance Committees, whenever they deem such substitution necessary.

7:02

a) STEP I:

Any complaint concerning the application of this agreement will be taken up verbally by the Business Agent with the Company's representative on the dock and the local Manager of the PSJEA within four (4) days following the occurrence. The Step 1 Grievance form will be filled out and signed at the time of the initial Step 1 grievance meeting. The form will include the facts of the grievance as known at the time as well as any settlement reached, if any. A reply will be given verbally within four (4) days following receipt of the complaint from the Business Agent.

STEP II:

If the grievance is not resolved at Step I, it may be submitted to the Grievance Committee. The Grievance Committee shall meet monthly to discuss all grievances submitted since the previous Grievance Committee meeting. All Grievances must include a statement of the grievance, together with the adjustment desired, if applicable. A written reply will be given three (3) days following the Grievance Committee meeting.

STEP III:

If the grievance is not resolved at Step II, it may be submitted to a single arbitrator, in accordance with this agreement. The party wishing to submit the grievance to arbitration shall so notify the other party in writing within seven (7) days following the receipt of a reply at Step II. Upon receipt of notice to arbitrate, the parties shall, within one (1) week, contact the arbitrators listed below to determine their respective availability and shall either agree on which arbitrator to use or, failing which, the first available shall be used. In the event that all three (3) arbitrators are unavailable, then, within a further three (3) days, the party seeking arbitration must request the Minister of Labour Canada to appoint an arbitrator.

The arbitrators referred to above are:

- Mr. S. Bruce Outhouse
- Professor Thomas S. Kuttner
- Mr. Douglas Stanley

b) Should Management wish to file a grievance alleging violation of this agreement by one or more employees or by the Union, it may do so commencing at Step II of the above procedure by submitting the required written notice to the Secretary of the Union within four (4) working days of the alleged violation.

c) It is agreed that the Union will select five (5) grievances to be submitted to expedited arbitration per year. Disclosure of the grievances scheduled for Expedited Arbitration shall occur at least thirty (30) days before the hearing date. Written submissions of the parties shall be forwarded to the Arbitrator at least seven (7) days before the hearing. Jurisdiction grievances will continue to be processed through the regular grievance and arbitration procedure.

7:03 Failure to follow the above shall be conclusive evidence of the abandoning or non-existence of a dispute or grievance. The time limits set forth in Article 7:02 exclude Saturdays, Sundays and holidays and may be extended by mutual agreement between the Union and the Port of Saint John Employers Association. If, at any step, a reply is not received within the time limit, the other party shall consider this to be a negative reply and must process the grievance accordingly, unless it is abandoned.

7:04 Should either party wish to submit a policy grievance concerning the interpretation of this agreement prior to an actual alleged violation occurring, it may do so commencing at Step II of the above procedure. In such case, the written notice must include a statement of the grievance as well as identify the provisions of the agreement in question.

7:05 The arbitrator's honorariums and fees and necessary expenses, if any, will be equally divided by the parties.

7:06 The arbitrator will have jurisdiction over any question relating to the interpretation or application of this agreement as well as the application and implementation of an arbitration decision, but he will in no case be empowered to amend, modify, add to, or delete any part of this agreement.

7:07 Pending disposal of a dispute, in accordance with the above procedure, the men shall continue to work as instructed by Management.

Article 8 – Prohibition Against Illegal Strikes & Illegal Lockouts

- 8:01** In view of the orderly arrangement provided by this agreement for the settling of grievances, the Union agrees that during the lifetime of this agreement there shall be no strike, slowdown, or stoppage of work, either complete or partial, and Management agrees that there will be no lock-out.
- 8:02** For the purposes of this article, the word "strike" includes:
- a) A cessation of work or a refusal of/to work or to continue to work or to report for work by the employees, in combination or in concert or in accordance with a common understanding, and
 - b) A "slowdown" of work or other concerted activity on the part of employees in relation to the work that is designed to restrict or limit output. "Lock-out" means the closing of a place of employment done to compel employees or to aid another employer to compel its employees to agree to terms or conditions of employment.
- 8:03** Members of ILA Local 273 Classifications shall not be required to cross a legal picket line established by any of the ILA Local 273 jurisdictions resulting from a legal strike or lock-out. For the purposes of this provision, legal strike or lock-out is deemed to be one which is permitted under the Canada Labour Code.

Article 9 – General – Common

- 9:01** It is agreed that in the event during the term of this Collective Agreement the federal government changes the regulations governing employment insurance to the extent that longshoring employees in the Port of Saint John lose their benefit entitlement, the Joint Manpower Committee will meet to review the impact of such change within the context of the existing labour force structures and hiring system.
- 9:02** It is agreed that four hundred (400) copies in total of the Collective Labour Agreement shall be printed no later than ninety (90) days after the signing of the Memorandum of Agreement. It is further agreed an additional twenty (20) copies of the collective labour agreement will be a large version (8.5" by 11"). Additionally, access to electronic copies will also be made available.
- 9:03** It is agreed that employees will not be charged on the pick list for professional medical appointments. In order not to be charged for professional medical appointments, the authentication of the medical appointment must be presented to the PSJEA office no later than Thursday of the following week. Furthermore, the employee replacing the employee with the medical appointment will also not be charged on the Pick List.
- 9:04** Anyone who is a Trainer or serving in a Union position or on a Union Committee will not be charged for the pay periods they work unless they would have been working and would be

charged for that pay period. The Union will administer this non-charging and relay that information to Dispatch and Member Companies.

- 9:05** It is agreed that new Union and White Card members will be subject to a medical, scripted interview and agreed ability testing. All new White Card candidates will be required to apply within 60 days for their Transportation Security Clearance (TSC). If a candidate is unable to obtain their TSC after exhausting the appeal process, they will be removed from the White Card list. Existing White Cardmen as of the signing of the Memorandum of Agreement of 2015 will be exempt from a mandatory requirement of a TSC if rejected.

All new Referrals candidates must pass the physical lasher test and orientation before being added to the Referral List. It is further agreed that ILA Local 273 will require all their Referral List employees to apply for their TSC.

- 9:06** All Gear and Mechanical Repair employees hired after January 1, 2022, will remain in the GMR classification for a minimum of 3 years. Accommodation for medical reasons will continue if required.
- 9:07** It is agreed to add a Customs Hold (CHOLD) skill, i.e.: manual labour. It is further agreed that employees over the age of 60 years old may choose to have this skill removed without medical documentation.

Article 10 – Schedule of Wages and Fringe Benefits

- 10:01** The parties to this agreement agree to accept and adhere to the schedule of wages appended hereto which are hereby made a part of this agreement. It is further agreed that the previous schedule of wages shall be amended to reflect the basic hourly wage rate as follows:

Effective January 1, 2022 – increase of 5.00% (\$43.48)

Effective January 1, 2023 – increase of 5.00% (\$45.65)

Effective January 1, 2024 – increase of 3.50% (\$47.25)

Effective January 1, 2025 – increase of 3.50% (\$48.91)

The Cleaner and non-union employees will be paid eighty per cent (80%) of the Union wage rate. In all instances training and employment opportunities will be offered first to union members and then to non-union members.

10:02

- a) The rates of pay for all hours worked on the following holidays shall be as per the appended schedule of rates: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, New Brunswick Day (first Monday in August), Labour Day, Truth and Reconciliation Day,

Remembrance Day, Thanksgiving Day, Christmas Day and Boxing Day and any future Federal Statutory Holidays.

- b) Furthermore, except in the case of emergency, only baggage and mail will be handled during the following periods:

Labour Day: From 08h00 on Labour Day to 08h00 the following day.

Christmas Day and Boxing Day: From 12h00 on December 24th until 08h00 on December 27th. It is understood orders may be placed for the 08h00 to 12h00 work period on December 24th.

New Year's Day: From 17h00 on December 31st until 08h00 on January 2nd.

- c) In the event Canada Day (July 1st), Truth and Reconciliation Day and/or Remembrance Day (November 11th) should fall on a Saturday or Sunday, then the following Monday shall be observed as the holiday.

10:03

- a) All payrolls to close at midnight on Saturday with the exception of work that commences on Saturday and continues through Sunday. Payment of wages shall commence not later than 10h00 the following Thursday.
- b) It is agreed that paystubs only will be available by 7:30am Tuesday at the Dispatch Center (excluding weeks with a Holiday Monday). It is further agreed that if a pay error is detected a correction can be made and the correct pay can be deposited on Thursday of the same week. The error must be reported by Tuesday at 10am to PSJEA Office. It is also agreed that all new employees (union and referral) will be encouraged to access their paystub online. A computer will be placed in the Dispatch to accommodate this initiative.

10:04

- a) It is agreed that vacation benefits will be calculated weekly. The amount of such benefits shall be 10% of gross earnings.
- b) It is agreed that Union Members and White Card Employees will be given four (4) options to receive their vacation pay benefits:
 - i. Weekly vacation pay (default)
 - ii. Vacation pay paid out one (1) time per year from December 1st to November 30th payable in the first week of December.

- iii. Vacation pay paid out two (2) times per year from December 1st to May 31st payable in the first week of June and from June 1st to November 30th payable in the first week of December.
- iv. Vacation pay paid out four (4) times per year from December 1st to February 28th payable in the first week of March, March 1st to May 30th payable in the first week of June, June 1st to August 31st payable in the first week of September and September 1st to November 30th payable in the first week of December.

A yearly notification of option 2, 3 or 4 must be given in writing by October 31st of each year.

- c) The parties agree that during the life of this collective agreement at the request of either party further discussion may be held to seek improvements relating to this subject.

10:05 In accordance with the Canada Pension Plan, which became effective January 1st, 1966, the companies/contracting Stevedores agree to make the required employer contribution on behalf of each shore labour employee covered by this agreement to the Canada Pension Plan and to deduct the required employee contribution from the wages of each employee employed under this agreement and to remit such deductions to the Canada Pension Plan.

10:06 Health, Welfare and Pension Plan

- a) For the purposes of this article of the collective agreement and for the purposes of any liability which may arise hereunder, it is agreed that the members of the Port of Saint John Employers Association shall mean all members of the Port of Saint John Employers Association and shall not be restricted to the companies named herein.
- b) The Port of Saint John Employers Association, on behalf of its members, agrees to pay, in the manner set forth below, to the Trustees of the ILA Local 273/PSJEA Pension and Welfare Trust Funds the sum of:

Effective January 1, 2022 - increase of 5.00%, (\$9.69) per man-hour

Effective January 1, 2023 - increase of 5.00%, (\$10.18) per man-hour

Effective January 1, 2024 - increase of 3.50%, (\$10.53) per man-hour

Effective January 1, 2025 - increase of 3.50%, (\$10.90) per man-hour

Notwithstanding the foregoing, the parties have agreed to continue recording Pension and Welfare Fund revenue tons to provide for the option of re-negotiating the tonnage assessment funding mechanism in renewal collective agreements. This information will be available within the first two (2) weeks of the following quarter.

$$\frac{\text{Tonnage assessment (current) X Revenue tons*}}{\text{Man-hours*}}$$

- c) For the purpose of this clause:
- 1) Container cargo shall always be paid for on a net weight only basis.
 - 2) Bulk shall be paid for on a ten to one (10 to 1) ratio, i.e., ten (10) tons equals one (1) ton payable, or 10,000 kilos equals 1,000 kilos payable.
 - 3) Grain shall be paid for on a thirty to one (30 to 1) ratio, i.e., thirty (30) tons equals one (1) ton payable, 30,000 kilos equal 1,000 kilos payable.
- d) It is clearly understood that transshipments are paid for only once and that shifted or re-stowed cargo is exempt.
- e) The monies collected above shall be paid by the Port of Saint John Employers Association to the Trustees of the ILA Local 273/PSJEA Pension and Welfare Trust Funds on a weekly basis.

It is understood that the previous year's man-hour assessment rate shall remain in effective until the effective date for the new man-hour assessment rate.

- f) It is further agreed that the Port of Saint John Employers Association, on behalf of its members, agrees to pay on a monthly basis to ILA Local 273, the amounts set forth below per man-hour worked:

January 1, 2022 to December 31, 2022: 0.5% of \$43.48

January 1, 2023 to December 31, 2023: 0.5% of \$45.65

January 1, 2024 to December 31, 2024: 0.5% of \$47.25

January 1, 2025 to December 31, 2025: 0.5% of \$48.91

- g) The parties have established a joint and equal trusteeship to receive and administer the ILA Local 273/PSJEA Pension and Welfare funds. Such trusteeship shall be established through a joint trust agreement (s) between the ILA Local 273 Classifications in Saint John, N. B., and the Port of Saint John Employers Association, excluding Autoterm employees.

- 10:07** It is agreed that the Port of Saint John Employers Association, on behalf of its member companies, will pay a weekly sum of seventy cents (\$0.70) per man-hour to the Saint John Longshoremen's Legal and Scholarship Trust Fund.
- 10:08** Under Section 20:01, the Companies agree to pay eighteen (18) hours for eight (8) hours work on the midnight start.
- 10:09** If an employee's clothes should be damaged during work, Management, when provided with satisfactory evidence, will indemnify the employee within one (1) week. It is understood that the employee must notify his supervisor immediately and the PSJEA shall establish the claim as soon as possible thereafter. Payments shall be made by cheque.

- 10:10** It is understood and agreed that the three- and one-half percent (3.5%) paid in lieu of statutory holiday pay in the past shall remain in effect during the life of this Collective Agreement as it has in the past.
- 10:11** The Port of Saint John Employers Association agrees to permit three (3) options for employees pertaining to institutions where RRSP contributions can be transferred.
- a) RBC - Royal Bank of Canada
 - b) MGI - Financial Incorporated
 - c) Investors Group
- 10:12** It is agreed that the PSJEA, on behalf of its members companies, will implement and fully fund an Employee and Family Assistance Program (EFAP) for Union Members, White Card employees and their families; this is separate from the existing Pension and Welfare assessment.
- 10:13** It is agreed that a Charitable Trust Fund will be funded by ILA Local 273 members, card list members and referral list members with five cents (\$0.05) per man-hour deduction.
- 10:14** It is agreed that Union Members and White Card Employees have the option of banking overtime hours. All associated rules for Banking Hours must be adhered to and all timelines respected.
- 10:15** It is agreed that active Union Members will receive \$450.00* and White Card Members who average 50 man-hours in the previous calendar year, will receive \$350.00* no later than June 30th of each year upon the signing of a waiver, indicating responsibility for the purchase and wearing of the following items:
- | | |
|----------------|--------------|
| Hard Hat | Work Boots |
| Safety Glasses | Rain Suit |
| Traffic Vest | Rubber Boots |
- *The safety allowance will increase by \$25.00 per subsequent year for Union and White Card.

Article 11 – Leaves

- 11:01** In the case of the death of an immediate family member (as defined under the Canada Labour Code) of an employee, then the employee is entitled to leave with pay for three (3) days within six (6) weeks after the date of death. The employee is also entitled to two (2) additional days of Bereavement without pay for the same six (6) week period. The daily rate of pay for such leave shall be based on eight (8) hours at the basic hourly wage rate.
- 11:02** An employee who is absent due to sickness, accident (work related or other) or vacation at the time of the death is not entitled to this leave with pay.

- 11:03** It is agreed that a copy of the Canada Labour Code in respect to Leaves will be posted in the Dispatch and all employers lunchrooms.

Article 12 – Retirement

The provisions for retirement are as follows:

- 12:01** Active employees will retire as of the first of the month following their notification to the pension administrator that they choose to retire.
- 12:02** Employees who choose to start drawing early retirement pension shall be deemed to retire as of the month they commence receiving their early retirement pension.

Article 13 – Training

- 13:01** Management agrees to undertake training when needed, that Union member employees would be included as trainers (so far as practicable) and to develop a basic orientation program for new employees.
- 13:02** In selecting candidates from among the applicants to a posted training opportunity, Management shall first consider the ability and relevant qualifications of the applicants and, when such factors are relatively equal, the following shall apply:
- a) In the case of training that is not associated with a specific basic work force, then Seniority shall be the determining factor.
 - b) In the case of training that is associated with a specific basic work force and classification then among applicants who are members of the specific basic work force and classification where ability and relevant qualifications are relatively equal, then date of admission into the classification basic work force shall be the determining factor. In the event such dates are identical in the case of two (2) or more employees, then seniority shall be the determining factor.
- 13:03**
- a) It is agreed to implement at Full Time Trainer. See Appendix V
 - b) The Port of Saint John Employers Association undertakes to arrange for the necessary training for at least four (4) Union member employees to become qualified to effectively undertake the training and/or upgrading of employees; following completion of same, the employee trainers

will develop training programs in conjunction with the employers and under the guidance of a professional training source; training programs will include final evaluation and certification of trainees by a professional third party; it is agreed that training programs will, whenever possible, be structured so as to qualify for assistance from E.I. or other government source and, may be conducted on a day and/or night shift basis in order to accelerate the training or due to equipment availability.

- c) It is agreed that training on course development and manuals creation shall be completed by an existing trainer. If there is no Trainer with the skill, then an outside trainer may be brought in to train the trainer who will then create the training program. It is further agreed that when the need arises for training in specialized equipment it will be brought to the Joint Manpower Committee.
- d) It is agreed that, on a quarterly basis, the Trainer rate will be calculated by determining the monies earned by the General Longshore Basic Work Forces and dividing it by General Longshore Basic Work Forces man hours.

It is further agreed that the above Trainer rate will be applied Monday to Friday from 08:00 to 17:00. It is also agreed that the Trainer rate for weeknights, weekends and work throughs will be paid in the following manner:

2022 prevailing rate plus \$10.00 premium
2023 prevailing rate plus \$10.50 premium
2024 prevailing rate plus \$10.87 premium
2025 prevailing rate plus \$11.25 premium

All work throughs will be treated in the same manner.

- 13:04** Once training has moved onto the Coaching phase, a Coach will be designated from an agreed upon list of Coaches. The Coach will be compensated at the prevailing rate of pay. The adding or removal of coaches from the agreed upon list will be subject to the Joint Manpower Committee.
- 13:05** Once a union employee has been trained in an inter-jurisdictional skill, the employee must agree to be available to be dispatched for the newly trained skill as well as all other skills they may possess. These employees will be dispatched in accordance with the CLA whenever they are not working in their own classification. Should the employees not be working in their own classification, they will be required to book-off in order not to be dispatched. They will also be charged with all missed work opportunity in accordance with provisions in the CLA.
- 13:06** It is agreed that White Card Members will be offered training on a seniority basis. Once a training position has been accepted and started, a White Card Member will move to the bottom of the list for future training opportunities for that six (6) month period. Training will be offered to White Card Members who are committed to the industry; therefore, having worked fifty

percent (50%) of the average hours worked within the White Card List in the preceding six (6) month period prior to the posting. However, a White Card Member will not be penalized for being off work due to sickness or injury.

It is further agreed that the average hours worked will not take effect until the White Card List has been established for six (6) complete months starting on July 1, 2023. If a White Card Member does not meet the threshold of having worked fifty percent (50%) of the average hours worked, the rotation will move back to the top of the list, to whom has met this threshold.

It is also agreed that if a White Card Member fails training for a skill, they will regain their previous seniority position for the next training opportunity.

- 13:07** It is agreed that Referral List Members will be offered training on a seniority basis. Once a training position has been accepted and started, a Referral List Member will not be able to proceed to a future training course unless he has completed the course, he is involved in. However, a Referral List Member will not be penalized for being off work due to sickness or injury.

It is further agreed that if a Referral List Member fails training for a skill, they will regain their previous seniority position for the next training opportunity.

- 13:08** It is agreed that any Referral members returning to the industry after a two (2) year absence will be required to submit to a skills assessment for equipment operation and checking.

- 13:09** Monitoring of Work Performance: Employee work performance will be monitored on an on-going basis; all employee errors will be reviewed with the individual employee with the goal of reducing occurrences. Where necessary, additional training and/or coaching will be provided to employees. Records of employee reviews will be maintained to monitor employee performance.

- 13:10** It is agreed, if an applicant has failed training, the applicant cannot reapply for training of the same skill for a period of one (1) year. If the employee fails a second time, the employee cannot reapply for training of the same skill.

Article 14 – Joint Manpower Committee

- 14:01** The parties shall establish a Joint Manpower Committee to analyse and monitor, on a continuing basis, factors relevant to manpower needs, supply, and availability with the option of arbitration in the event the parties cannot agree at the Committee level. It is understood that the foregoing includes but is not limited to:

- a) Determine the needs with respect to new employees. It is understood that the Union has the exclusive right to select individuals for Union membership. However, the Joint Manpower

Committee has the right to evaluate individuals to ensure they possess the necessary skills, fitness as well as the aptitude for future training prior to them becoming employees under this agreement.

- b) Identify manpower availability by skill category and thereafter investigate training needs and possibilities.
- c) It is agreed that annually there will be twelve (12) Joint Manpower Committee meetings. January, March, May, July, September, and November meetings will follow the agreed agenda which must be completely dealt with before the meeting is adjourned:
 - a. Labour Allocations
 - b. Basic Work Force Sizes
 - c. Training
 - d. Medical Letters
 - e. New Business

At the February, April, June, August, October and December meetings, Labour Allocations will be the only agenda item, unless mutually agreed to add agenda items.

All Joint Manpower Committee meetings will be held within the first two (2) weeks of the month.

Article 15 – Termination

This Collective Agreement will be effective January 1st, 2022, and will remain in effect until December 31st, 2025. It is further understood that this Collective Agreement shall remain in effect until another new Collective Agreement is negotiated or until one of the parties to this Collective Agreement exercise their rights pursuant to the Canada Labour Code.

Article 16 – Health and Safety

16:01 Rules established by Management and the Saint John Port Authority with regards to smoking on ships or in sheds shall be observed at all times.

16:02 If an employee is hurt or injured in performing his duties and has to go home or to the hospital, he shall be paid for the full period.

16:03

- a) The parties recognize that the provisions of Part II of the Canada Labour Code with respect to Health and Safety Committees shall apply.
- b) The ILA General Longshore Classification shall select (and inform Management accordingly) five (5) employee delegates from amongst the regular employees. The parties agree that I. L. A. Shipliner and Checker Classifications will be invited to select one (1) employee representative each to be delegates to the Safety Committee.
- c) Each employing Company shall designate a senior representative to be a delegate to the Safety Committee.
- d) ILA Local 273 and the Port of Saint John Employers Association shall be entitled to attend Safety Committee meetings as observers.
- e) It is agreed that once Committees are established in accordance with Article 16:03 (b) above, then each such Committee shall determine its procedural rules (subject to Article 135 of the Canada Labour Code). Time spent by Committee members at Committee meetings shall, for the purposes of calculating wages owing, be deemed to be time worked. If not working, then a committee member will receive eight (8) hours at the basic rate.
- f) The Committee members will be provided, at Management's expense, the training in the role of Committee members as provided by Labour Canada.
- g) The parties agree that in the event the Safety Committee uses a voting process, then the employee representation and the employer representation shall have equal votes.

Article 17 – Schedule of Wages

JANUARY 1st TO DECEMBER 31st, 2022 (Excluding work commencing at 24h00 and shift work)

	24h00 to 04h00	04h00 to 08h00	08h00 to 12h00	12h00 to 13h00	13h00 to 17h00	17h00 to 19h00	19h00 to 23h00	23h00 to 24h00
<u>ARTICLE I - GENERAL CARGO</u>								
Mondays to Fridays Inclusive	65.22	130.44	43.48	86.96	43.48	86.96	65.22	130.44
Saturdays	65.22	130.44	65.22	130.44	65.22	130.44	86.96	173.92
Sundays and Holidays	130.44	260.88	86.96	173.92	86.96	173.92	86.96	173.92
<u>ARTICLE II - BULK CARGO</u>								
Mondays to Fridays Inclusive	65.75	131.49	43.83	87.66	43.83	87.66	65.75	131.49
Saturdays	65.75	131.49	65.75	131.49	65.75	131.49	87.66	175.32
Sundays and Holidays	131.49	262.98	87.66	175.32	87.66	175.32	87.66	175.32
<u>ARTICLE III - HIDES, PHOSPHATE, REEFER, ETC</u>								
Mondays to Fridays Inclusive	65.52	131.04	43.68	87.36	43.68	87.36	65.52	131.04
Saturdays	65.52	131.04	65.52	131.04	65.52	131.04	87.36	174.72
Sundays and Holidays	131.04	262.08	87.36	174.72	87.36	174.72	87.36	174.72
<u>ARTICLE IV - HAZARDOUS CARGO</u>								
Mondays to Fridays Inclusive	65.75	131.49	43.83	87.66	43.83	87.66	65.75	131.49
Saturdays	65.75	131.49	65.75	131.49	65.75	131.49	87.66	175.32
Sundays and Holidays	131.49	262.98	87.66	175.32	87.66	175.32	87.66	175.32
<u>ARTICLE V - EXPLOSIVES</u>								
Mondays to Fridays Inclusive	130.44	260.88	86.96	173.92	86.96	173.92	130.44	260.88
Saturdays	130.44	260.88	130.44	260.88	130.44	260.88	173.92	347.84
Sundays and Holidays	260.88	521.76	173.92	347.84	173.92	347.84	173.92	347.84

JANUARY 1st TO DECEMBER 31st, 2022

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT

Monday (00h01) to Friday (08h00) Inclusive 4hrs @ \$65.22 and 4hrs @ \$130.44 (18hrs)
Saturdays (00h001 to 08h00) 4hrs @ \$130.44 and 4hrs @ \$260.88 (36hrs)
Sundays and Holidays (00h01 to 08h00) 4hrs @ \$173.92 and 4hrs @ \$260.88 (40hrs)

RATES OF PAY FOR WORK ON SHIFTS

Monday/Friday Inclusive

08h00 to 16h00.....\$43.48
16h00 to 24h00.....\$65.22
24h00 to 08h00.....\$86.96

Saturdays

08h00 to 16h00\$65.22
16h00 to 24h00\$105.90
24h00 to 08h00\$141.20

Sundays and Holidays

08h00 to 16h00\$70.60
16h00 to 24h00\$130.44
24h00 to 08h00\$173.92

ARTICLE 17 - SCHEDULE OF WAGES

JANUARY 1st TO DECEMBER 31st, 2023 (Excluding work commencing at 24h00 and shift work)

	24h00 to 04h00	04h00 to 08h00	08h00 to 12h00	12h00 to 13h00	13h00 to 17h00	17h00 to 19h00	19h00 to 23h00	23h00 to 24h00
<u>ARTICLE I - GENERAL CARGO</u>								
Mondays to Fridays Inclusive	68.48	136.95	45.65	91.30	45.65	91.30	68.48	136.95
Saturdays	68.48	136.95	68.48	136.95	68.48	136.95	91.30	182.60
Sundays and Holidays	136.95	273.90	91.30	182.60	91.30	182.60	91.30	182.60
<u>ARTICLE II - BULK CARGO</u>								
Mondays to Fridays Inclusive	69.00	138.00	46.00	92.00	46.00	92.00	69.00	138.00
Saturdays	69.00	138.00	69.00	138.00	69.00	138.00	92.00	184.00
Sundays and Holidays	138.00	276.00	92.00	184.00	92.00	184.00	92.00	184.00
<u>ARTICLE III - HIDES, PHOSPHATE, REEFER, ETC</u>								
Mondays to Fridays Inclusive	68.78	137.55	45.85	91.70	45.85	91.70	68.78	137.55
Saturdays	68.78	137.55	68.78	137.55	68.78	137.55	91.70	183.40
Sundays and Holidays	137.55	275.10	91.70	183.40	91.70	183.40	91.70	183.40
<u>ARTICLE IV - HAZARDOUS CARGO</u>								
Mondays to Fridays Inclusive	69.00	138.00	46.00	92.00	46.00	92.00	69.00	138.00
Saturdays	69.00	138.00	69.00	138.00	69.00	138.00	92.00	184.00
Sundays and Holidays	138.00	276.00	92.00	184.00	92.00	184.00	92.00	184.00
<u>ARTICLE V - EXPLOSIVES</u>								
Mondays to Fridays Inclusive	136.95	273.90	91.30	182.60	91.30	182.60	136.95	273.90
Saturdays	136.95	273.90	136.95	273.90	136.95	273.90	182.60	365.20
Sundays and Holidays	273.90	547.80	182.60	365.20	182.60	365.20	182.60	365.20

JANUARY 1st TO DECEMBER 31st, 2023

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT

Monday (00h01) to Friday (08h00) Inclusive 4hrs @ \$68.48 and 4hrs @ \$136.95 (18hrs)
Saturdays (00h001 to 08h00)4hrs @ \$136.95and 4hrs @ \$273.90 (36hrs)
Sundays and Holidays (00h01 to 08h00) 4hrs @ \$182.60 and 4hrs @ \$273.90 (40hrs)

RATES OF PAY FOR WORK ON SHIFTS

Monday/Friday Inclusive

08h00 to 16h00.....\$45.65
16h00 to 24h00.....\$68.48
24h00 to 08h00.....\$91.30

Saturdays

08h00 to 16h00\$68.48
16h00 to 24h00\$136.95
24h00 to 08h00\$182.60

Sundays and Holidays

08h00 to 16h00\$91.30
16h00 to 24h00\$136.95
24h00 to 08h00\$182.60

ARTICLE 17 - SCHEDULE OF WAGES

JANUARY 1st TO DECEMBER 31st 2024 (Excluding work commencing at 24h00 and shift work)

	24h00 to 04h00	04h00 to 08h00	08h00 to 12h00	12h00 to 13h00	13h00 to 17h00	17h00 to 19h00	19h00 to 23h00	23h00 to 24h00
<u>ARTICLE I - GENERAL CARGO</u>								
Mondays to Fridays Inclusive	70.88	141.75	47.25	94.50	47.25	94.50	70.88	141.75
Saturdays	70.88	141.75	70.88	141.75	70.88	141.75	94.50	189.00
Sundays and Holidays	141.75	283.50	94.50	189.00	94.50	189.00	94.50	189.00
<u>ARTICLE II - BULK CARGO</u>								
Mondays to Fridays Inclusive	71.40	142.80	47.60	95.20	47.60	95.20	71.40	142.80
Saturdays	71.40	142.80	71.40	142.80	71.40	142.80	95.20	190.40
Sundays and Holidays	142.80	285.60	95.20	190.40	95.20	190.40	95.20	190.40
<u>ARTICLE III - HIDES, PHOSPHATE, REEFER, ETC</u>								
Mondays to Fridays Inclusive	71.18	142.35	47.45	94.90	47.45	94.90	71.18	142.35
Saturdays	71.18	142.35	71.18	142.35	71.18	142.35	94.90	189.80
Sundays and Holidays	142.35	284.70	94.90	189.80	94.90	189.80	94.90	189.80
<u>ARTICLE IV - HAZARDOUS CARGO</u>								
Mondays to Fridays Inclusive	71.40	142.80	47.60	95.20	47.60	95.20	71.40	142.80
Saturdays	71.40	142.80	71.40	142.80	71.40	142.80	95.20	190.40
Sundays and Holidays	142.80	285.60	95.20	190.40	95.20	190.40	95.20	190.40
<u>ARTICLE V - EXPLOSIVES</u>								
Mondays to Fridays Inclusive	141.75	283.50	94.50	189.00	94.50	189.00	141.75	283.50
Saturdays	141.75	283.50	141.75	283.50	141.75	283.50	189.00	378.00
Sundays and Holidays	283.50	567.00	189.00	378.00	189.00	378.00	189.00	378.00

JANUARY 1st TO DECEMBER 31st, 2024

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT

Monday (00h01) to Friday (08h00) Inclusive4hrs @ \$70.88 and 4hrs @ \$141.75 (18hrs)
Saturdays (00h001 to 08h00)4hrs @ \$141.75 and 4hrs @ \$283.50 (36hrs)
Sundays and Holidays (00h01 to 08h00) 4hrs @ \$189.00and 4hrs @ \$283.50 (40hrs)

RATES OF PAY FOR WORK ON SHIFTS

Monday/Friday Inclusive

08h00 to 16h00.....\$47.25
16h00 to 24h00.....\$70.88
24h00 to 08h00.....\$94.50

Saturdays

08h00 to 16h00\$70.88
16h00 to 24h00\$141.75
24h00 to 08h00\$189.00

Sundays and Holidays

08h00 to 16h00\$94.50
16h00 to 24h00\$141.75
24h00 to 08h00\$189.00

ARTICLE 17 - SCHEDULE OF WAGES

JANUARY 1st TO DECEMBER 31st 2025 (Excluding work commencing at 24h00 and shift work)

	24h00 to 04h00	04h00 to 08h00	08h00 to 12h00	12h00 to 13h00	13h00 to 17h00	17h00 to 19h00	19h00 to 23h00	23h00 to 24h00
<u>ARTICLE I - GENERAL CARGO</u>								
Mondays to Fridays Inclusive	73.37	146.73	48.91	97.82	48.91	97.82	73.37	146.73
Saturdays	73.37	146.73	73.37	146.73	73.37	146.73	97.82	195.64
Sundays and Holidays	146.73	293.46	97.82	293.46	97.82	195.64	97.82	195.64
<u>ARTICLE II - BULK CARGO</u>								
Mondays to Fridays Inclusive	73.89	147.78	49.26	98.52	49.26	98.52	73.89	147.78
Saturdays	73.89	147.78	73.89	147.78	73.89	147.78	98.52	197.04
Sundays and Holidays	147.78	295.56	98.52	197.04	98.52	197.04	98.52	197.04
<u>ARTICLE III - HIDES, PHOSPHATE, REEFER, ETC</u>								
Mondays to Fridays Inclusive	73.67	147.33	49.11	98.22	49.11	98.22	73.67	147.33
Saturdays	73.67	147.33	73.67	147.33	73.67	147.33	98.22	196.44
Sundays and Holidays	147.33	294.66	98.22	196.44	98.22	196.44	98.22	196.44
<u>ARTICLE IV - HAZARDOUS CARGO</u>								
Mondays to Fridays Inclusive	73.89	147.78	49.26	98.52	49.26	98.52	73.89	147.78
Saturdays	73.89	147.78	73.89	147.78	73.89	147.78	98.52	197.04
Sundays and Holidays	147.78	295.56	98.52	197.04	98.52	197.04	98.52	197.04
<u>ARTICLE V - EXPLOSIVES</u>								
Mondays to Fridays Inclusive	146.73	293.46	97.82	195.64	97.82	195.64	146.73	293.46
Saturdays	146.73	293.46	146.73	293.46	146.73	293.46	195.64	391.28
Sundays and Holidays	293.46	586.92	195.64	391.28	195.64	391.28	195.64	391.28

JANUARY 1st TO DECEMBER 31st, 2025

RATES OF PAY FOR WORK COMMENCING AT MIDNIGHT

Monday (00h01) to Friday (08h00) Inclusive 4hrs @ \$73.37 and 4hrs @ \$146.73 (18hrs)
Saturdays (00h001 to 08h00) 4hrs @ \$146.73 and 4hrs @ \$293.46 (36hrs)
Sundays and Holidays (00h01 to 08h00) 4hrs @ \$293.46 and 4hrs @ \$293.46 (40hrs)

RATES OF PAY FOR WORK ON SHIFTS

Monday/Friday Inclusive

08h00 to 16h00.....\$48.91
16h00 to 24h00.....\$73.37
24h00 to 08h00.....\$97.82

Saturdays

08h00 to 16h00\$73.37
16h00 to 24h00\$146.73
24h00 to 08h00\$293.46

Sundays and Holidays

08h00 to 16h00\$97.82
16h00 to 24h00\$146.73
24h00 to 08h00\$293.46

Article 18 – Mergers

18:01 The parties agree in principle with the intent of obtaining a merger of the three ILA Locals into one Union, with separate Collective Agreements. Details and agreement on this intended merger is subject to being worked out between the parties. It is understood and agreed that any merger will not result in job loss to some 207 employees involved. (Mergers finalized on May 6, 1999, and February 25, 2000).

Article 19 - Technological Changes

- 1) The following processes and information gathering shall be implemented by a committee defined below before any final decision is made with respect to the implementation of any new process or procedure that automates any portion of the work of the Union.
- 2) A committee of members of the Union and representatives of the employer shall comprise the New Technology Committee.
- 3) The Parties are to discuss the nature of the technology and the effects on capacity and efficiency which may result or have a negative impact on the working hours of the Union membership.
- 4) If the Parties conclude that there will be a loss of jobs or hours worked for ILA Local 273 as a result of the automation, the parties will meet to determine how to best mitigate any such negative consequences.
- 5) The Parties shall identify any new work created by new technology.
- 6) The Parties shall determine the possibility of reassignment within the jurisdiction of the affected Classification of ILA Local 273.
- 7) If either Party is of the belief that the aforementioned process has failed to meet the stated intention of mitigating the impact of automation to the least extent possible, then either Party may request the services of the Federal Mediation and Conciliation services to come and meet the Parties and attempt to resolve the dispute.

GENERAL LONGSHORE

Article 20 – Hours of Work

20:01 Work periods and meal hours shall be as follows:

a)

<u>WORK PERIODS</u>	<u>MEAL HOURS</u>
from 08h00 to 12h00	12h00 to 13h00
from 13h00 to 17h00	17h00 to 19h00
from 19h00 to 23h00	23h00 to 24h00
from 24h00 to 04h00	04h00 to 08h00
*from 24h00 to 08h00	04h00 to 04h30

b)

<u>*SHIFTS</u>	<u>½ HOUR MEAL PERIOD TO START</u>
from 08h00 to 16h00	Between 11h30 and 13h30
from 16h00 to 24h00	Between 19h30 and 21h30
from 24h00 to 08h00	Between 03h30 and 05h30

*It is understood that both the midnight start, and the option of shifts apply only to terminal operations, roll-on/roll-off operations, non-ship work and container ship work. Companies would decide whether to work either four (4) hour periods or eight (8) hour shifts for the next 24-hour period for work beginning each day at 08h00. Companies would be able to work a combination of four (4) hour work periods and eight (8) hour work shifts during a vessel, provided they comply with 24-hour commitment noted above.

Pay - See Article 17

c) Ship work for all cargo operations, with the exception of the Mechanized Bin Shredded Scrap Operation will have the option of the following shifts, for the start of a vessel only:

<u>ROLLING STARTS</u>	<u>½ HOUR MEAL PERIOD</u>
09h00 to 17h00	Between 12h30 and 13h30
10h00 to 18h00	Between 13h30 and 14h30
11h00 to 18h00	Between 14h00 and 15h30

Pay

Monday to Friday	8 hours at the basic hourly rate
Saturday	8 hours at 1.5x the basic hourly rate
Sunday and Holidays	8 hours at 2x the basic hourly rate

It is understood that orders for this shift arrangement will be placed at the regular ordering times as outlined in the Collective Labour Agreement.

Rolling starts covered under 20:01 c) may be worked in combination with the four (4) hour Work Period from 19h00 to 23h00.

- 20:02** Employees required to work through any meal hour(s) shall be paid the appropriate meal hour rate for such hour(s) and the greater of such meal hour rate or double the prevailing rate for the succeeding work period until relieved for meals. Employees shall work through the meal hour(s) when and as ordered by Management.
- 20:03** It is understood that employees hired for gear/maintenance repair work may be required at any time to start work ahead of the starting times set forth in 20:01 above. In such cases, they shall be paid the appropriate rate for time worked before the normal starting time and the guaranteed provisions of Article 21 will apply as of the normal starting time.
- 20:04** Intermodal Business at Brunswick Terminals Inc. The operator shall have the right to commence work at 06h00 prior to the start of the regular start time of 08h00. The two (2) hours worked will be paid at two times the rate the employee will be receiving at 08h00 that workday.

It is understood that any person working this arrangement will not be required to work past 17h00.

It is understood the work to be done during this period will not encompass any work at the Forest Products Terminal, refrigeration pre-trip station or any ship loading at Brunswick Terminals.

Intermodal work is to include rail traffic of containers and vans that are not imported or exported by vessel.

It is understood that the 06h00 – 08h00 period can only be ordered when there is intermodal work as defined above. Work is to include all rail and associated intermodal truck traffic.

Employees commencing at 06h00 will be guaranteed six (6) hours work.

- 20:05** The Salt Operation at the Potash Terminal will have the right to commence work one (1) hour prior to the regular starting time of 08h00. The one (1) hour worked will be paid at two times the rate the employee will be receiving at 08h00 that workday. It is understood that the low

man will always be utilized for this job function. The positioning of the Tripper will be done by Longshoremen. Further, it is understood that trucks dumping salt will cease while the employee is positioning the Tripper.

- 20:06** At a Container Terminal the low crane operator from the unit assigned to the vessel may be brought in up to one (1) hour prior to the start of a work period for the purpose of positioning the crane. If two (2) or more cranes are involved, then the low crane operator from each unit will be brought in. The low Foreman among the Foremen assigned to the ship(s) and the low Electrician shall also be brought in. In such cases, the employees shall be paid a minimum of one (1) hour at the appropriate rate for the time prior to the start of the work period.
- 20:07** Spreaders may be hooked up prior to the working period. For these purposes, the low Foreman/Walking Boss, crane driver, and two (2) slingers from the unit assigned to the vessel will be paid a minimum of one-half hour ($\frac{1}{2}$) at double the rate of the upcoming period. It is understood that this only applies to Basic Work Force members of the employing company.
- 20:08** Walking Bosses or Foremen may be brought in prior to the start of the work period to receive instructions. For these purposes, they will be paid a minimum of one-quarter hour ($\frac{1}{4}$) at double the rate of the upcoming period.

Article 21 – Guarantees, Linesmen and Hatch Covers

21:01

- a) Subject to clause 20:01 of Article 20, a minimum of four (4) hours pay, in accordance with the attached schedule, shall be paid by Management on each call of the day except that Management guarantees to pay a minimum of eight (8) hours pay, as per the attached schedule, for work commencing at midnight and work associated with Article 20:01 c). However, notwithstanding the above, when weather conditions prevent work from starting or a vessel fails to arrive due to circumstances beyond local control, Management may, on any call of the day, release the men at the start of the period and pay three (3) hours pay or require the men to stand-by, in which case they shall be entitled to four (4) hours pay eight (8) hours pay in the case of a midnight start, and/or work associated with Article 20:01 c).
- b) Notwithstanding the above, when men are ordered out to work on vessels which are loading and/or discharging perishable cargo and because of low temperatures, the hatch (es) cannot be opened; they shall be paid a minimum of three (3) hours pay. However, if a vessel is working perishable cargo in some hatches and other cargo in other hatches, then, if because of low temperatures the perishable cargo cannot be worked and the other cargo is being worked, all gangs ordered for work on that vessel shall be paid a minimum of four (4) hours pay.

- c) In the case of a ship finishing, men who have worked the previous work period shall continue to work through the meal hour if ordered to do so by the employer and it is understood and agreed that, notwithstanding the provisions of a) and b) above, the men shall only be paid for time worked at the appropriate rate of pay when finishing a ship, with the exception of work associated with Article 20:01 c).

21:02 When a replacement is employed for a man ordered who fails to report for work, the guarantees provided in 21:01 above will apply to such replacement only to the extent that they would have applied to the man he replaces.

21:03 When men ordered resume work at midnight; they shall be paid until 04h00 if turned to or stood by. However, should weather prevent work from starting, then men may be released at midnight, in which case they shall be paid three (3) hours at the appropriate rate.

21:04

- a) For the purposes of the agreement, the decision as to whether or not weather conditions are such that work cannot start and/or continue shall be made by the ship's representative.
- b) In the event that work is prevented from starting and/or continuing, as set forth in 21:04 a) above, due to inclement weather, Management agrees that men assigned to such work, who are exposed to the inclement weather, will not be required to shift to other works wherein they would continue to be exposed to such inclement weather, subject to 22:05 b) below.

21:05

- a) Notwithstanding the provisions of Article 21:01 should, at any time, men refuse to stand by, start, or continue to work as directed by Management, they shall not be entitled to guarantees provided herein and shall be paid only for the time actually worked. Furthermore, if, while standing by, men refuse to proceed to work as instructed by Management, they shall be paid for only one half (½) of the time they stood by, in addition to the time actually worked, subject to Article 21:06.
- b) Any employer may provide rainwear, including footwear where necessary, for all men exposed to the elements during the performance of their work, in which case, there shall be no interruption of work due to inclement weather unless otherwise directed by the employer.

21:06

- a) When men have worked past the hour, they shall be paid for the quarter hour, and if past the quarter hour, they shall be paid for the half hour, and if past the half hour, they shall be paid for the three-quarter, and if past the three-quarter they shall be paid for the full hour.
- b) Notwithstanding a) above, in the event, at a container terminal, a crane operator and signalman are retained beyond the end of a work period for the purposes of removing Shipliners from a ship, then the crane operator and signalman shall receive not less than one (1) hour pay at the appropriate rate.

21:07 For work carried out on wrecked or stranded vessels within the harbour limits of the Port of Saint John, the rates in effect at said port shall be paid from the time the men leave the pier until they return thereto. If the men do not leave the ship at meal hours, said meal hour shall be paid at the meal hour rates, as well as all time following upon the passage of the first meal hour.

21:08 The rate of pay for work on Sundays and holidays during the 19h00 to 23h00 work period is hereby established to be at two times the basic hourly rate and that consequently, the meal hour rate at 23h00 becomes four times the basic hourly rate.

21:09

- a) For handling ship's lines when docking, undocking, or shifting ships, men are to be paid from the time ordered to report, but not less than three (3) hours at the appropriate rate, as set forth in Article 21:09 c). It is further agreed that multiple overlapping lines calls within the same company, will be paid at two (2) hours per vessel. Not less than a foreman and six (6) men are to be employed when docking, undocking, or shifting ships of 2,500 gross registered tons or over and not less than a foreman and four (4) men on smaller vessels, excluding fishing trawlers.
- b) In the event that ships are shifted from one side of the harbour to the other (East side/West side), and linesmen are required to travel from one side of the harbour to the other, then the three (3) hour minimum guarantee in 21:09 a) shall be applied twice, once on each side of the harbour.
- c) Notwithstanding the schedule of wage rates herein, the rates of pay for men employed as linesmen shall be as follows:

Between midnight Sunday and midnight Friday	Basic hourly day rate
Between midnight Friday and 19h00 Saturday	1.5x the basic hourly day rate
Between 19h00 Saturday and midnight Sunday	2x the basic hourly day rate
Between midnight on the eve of a holiday and midnight on the day of the holiday	2x the basic hourly day rate

The determining factor in the foregoing shall be the time ordered to report.

- d) The Lines Foreman will be paid a premium of \$20 per hour to continue with existing practices. It is further agreed that an alternate Lines Foreman will be appointed and the PSJEA shall provide each Foreman with a cellular phone in order to facilitate the exchange of information between the Companies ordering for lines work, the lines foremen and the linesmen.

The parties agree that provision will be made whereby the names of available Union members and White Card employees will be provided to the lines foremen as the source of replacements for lines work for each period.

- e) For wood chips, manning/conditions will be as per Arbitrator North's decision, excepting that designated lines crew will be utilized for docking/sailing outside of regular working hours.

21:10

- a) The work of opening/closing hatches, other than mechanical hatches, is work belonging to the Classification. It is understood that the term "mechanical" refers to all "MacGregor" type hatches as well as hatches that do not have to be manually rigged.
- b) Notwithstanding a) above and for the purposes of allowing the ship's crew to open and close other than mechanical hatches, the parties agree to one (1) hour's pay for each employee involved in the work between the designated place (s) of rest and hold (s). It is understood that the foregoing monies shall be paid to all employees for the work period or shift of the voyage in which the highest number were employed.
- c) When shore-based equipment (e.g., cranes) is utilized to open or close hatches, the work shall be done by the Classification.

Article 22 – Ordering Times

22:01 It is understood that the operation of the hiring system shall be the responsibility of the Port of Saint John Employers Association. The parties furthermore agree that the provisions of Article 30, Dispatch System herein shall apply.

22:02 Orders for men will be communicated to the Dispatch Center by the following schedule:

a)

Men required to start at:

Orders to be placed by:

08h00, 09h00 *, 10h00 *, 11h00

16h30 (preceding day)

13h00

11h00

19h00

16h00

24h00

16h00

* Refer to Article 20:01 c)

OR IF SHIFTS ARE TO BE WORKED

b)

Men required to start at:

Orders to be placed by:

08h00

16h30 (preceding day)

16h00

11h00

24h00

16h00

- c) Orders for men required to start at 19h00 or midnight Saturday and 08h00, 13h00 or 16h00 Sunday must be placed by 16h30 on Saturday; orders for men required to start at 19h00 or midnight Sunday and 08h00 Monday must be placed between 15h30 and 16h30 on Sunday. It is understood that in no case is there a requirement to place orders for later than 08h00 Monday on Sunday.
- d) In the case of men working under 22:02 a) or c) above, orders for men required at any of the above times, and the men having worked during a previous period, may be given at knocking-off time. When men are ordered out at 19h00 and work is interrupted, the men may be ordered back at:
- 1) Midnight or
 - 2) 08h00 the following day to complete the ship.
- e) The men ordered back at 19h00 are required to report on the understanding that the work is not expected to continue past 23h00. This does not prevent a Company from working such men beyond 23h00 due to unforeseen circumstances. If work is expected to continue past 23h00, the Company shall order different men for 19h00.
- f) Notwithstanding the provisions of e) above, it is understood that:
- 1) A unit that has worked from 08h00 to 12h00, 13h00 to 17h00 and 19h00 to 23h00 cannot work beyond 23h00 for any reason other than unforeseen circumstances; subject to the exemption contained in Article 22:02 f) 8).
 - 2) A unit that is ordered to work for 13h00 and 19h00 cannot work beyond 23h00 for any other reason than unforeseen circumstances; subject to the exemption contained in Article 22:02 f) 8).
 - 3) When a unit has worked 08h00 to 12h00, 13h00 to 17h00 and, in the Company's opinion, the work cannot be finished by 23h00 and a fresh unit is ordered for 19h00 and the vessel finishes by 23h00, the unit that worked from 08h00 to 12h00 and 13h00 to 17h00 does not have the right to grieve for loss of earnings for the period 19h00 to 23h00, providing the Company made its decision in good faith and in a non-discriminatory manner.

- 4) A unit that is ordered for 08h00 and refuses to turn to, 13h00 and refuses to turn to and 19h00 and turns to, can be ordered to a finish providing it is not ordered to work for 08h00 the next day. If a new unit is ordered for 19h00, the unit that refused to turn to at 08h00 and 13h00 does not have the right to grieve for loss of earnings for the period 19h00 to 23h00.
- 5) If a unit is working 19h00 to 23h00 and additional fresh units are ordered for 19h00 in order to finish a vessel and they do not make up, then the units that would have been released at 23h00 can work the vessel to a finish. If a fresh unit is ordered for 19h00 to finish a vessel and no other units are involved and the fresh unit does not have sufficient numbers to make up, then the Dispatch Center will make every effort to get sufficient labour to fill the units.
- 6) If all employees are out and no fresh employees are available, it is understood that any unit can be worked beyond 23h00 to finish a vessel.
- 7) It is agreed by the parties that it is impossible to define unforeseen circumstances. However, it has been agreed that winch or crane breakdown, unexpected weather conditions as well as iced-in containers would come under the category of unforeseen circumstances. It has also been agreed by the parties that it is not the intent to be unreasonable in the area of unforeseen circumstances and that common sense should prevail.
- 8) In addition to the current provisions, men ordered back at 19h00 may be extended beyond 23h00 for up to one (1) hour for the purposes of finishing the loading/unloading of a ship.

22:03 Notwithstanding the provisions of this agreement with respect to ordering men, it is understood and agreed that orders for men required for handling lines may be given at any time.

22:04

- a) When all available members of the local have been employed, the required work force may be brought to strength through the referral process. It is agreed however, that there will be not more than one hundred and twenty (120) employees hired during a 24-hour period from 08h00 to 08h00, subject to review by the Joint Manpower Committee.
- b) If a complement of men ordered is not complete when reporting for work, then pay will start either when the men have been brought to complement or when put to work by the employer.

22:05 Where a Company has a basic work force, then, in ordering men for work, the Company shall at all times give priority to its basic work force. However, notwithstanding Article 22:04, if, at any time, sufficient qualified men are not available from this source, then labour will be obtained from the Union through Central Dispatch.

- 22:06** The Company may elect to order out members of its basic work force directly but shall also place the orders with the Hall. The Company may elect to place its orders on a tape and require its basic work force to call the tape and advise the Company within a time limit, to be set by the Company at a later date, of whether or not the individuals will be available for work as called.
- 22:07** An employee who is a member of a basic work force and who will be unable to report for work at the time ordered, must so notify his foreman or the company as soon as possible, and in no case less than one (1) hour prior to the time ordered to start.

Article 23 – Manning and Deployment Slingloads

23:01 Manning and Deployment:

- a) For the purposes of this agreement, it is understood that man-handled cargo is cargo which, in the hold of a vessel, is not loaded/unloaded directly to/from the fall and is manually transported to/from stow.
- b) The following manning and deployment provisions shall apply for all work performed in the loading or unloading of a cargo vessel when alongside the pier:
 - 1) When manhandling loose general cargo to/from pallets, not less than one (1) foreman and eighteen (18) men with not less than twelve (12) men in the hold. It is understood that three (3) or more pallets may be worked simultaneously.
 - 2) When manhandling other loose general cargo, not less than one (1) foreman and sixteen (16) men with not less than six (6) men in the hold.
 - 3) When loading/unloading heavy lifts, units, pieces, packages, bundles, pre-slung and non-manhandled cargo, not less than one (1) foreman and twelve (12) men. It is understood that:
 - i) The twelve (12) men will not be split between hatches.
 - ii) Not more than five (5) of the twelve (12) men will be required to operate lift trucks at any one time.
 - iii) During the actual loading/unloading of cargo in the hold, not less than two (2) men will be in the hold. However, in the case of a tunnel hatch or tank when cargo is being landed/picked up from two (2) separated points without direct access between them and two (2) lift trucks are used, then not less than four (4) men shall be in the hold.

- 4) When handling scrap with grabs, not less than one (1) foreman and six (6) men, or with magnets, not less than one (1) foreman and five (5) men.
- 5) When running grain with one (1) pipe, not less than four (4) men, including the foreman and two (2) extra men for each additional pipe used, to a maximum of eight (8) men.
- 6) When loading grain with grain-trimming machines, not less than one (1) foreman and ten (10) men, including pipeline, for each trimming machine.
- 7) For sugar, the minimum manning will be one (1) Foreman plus four (4) men from the hold to the wharf. Trimming in each adjacent hatch will be performed by two (2) extra men attached to the gang. Trimming in operating hatch will require two extra men. It is understood this covers all work between the hold of the vessel and the designated place of rest ashore.
- 8) When loading/unloading forest products in a lift on/off operation to/from a single deck vessel or a single tween deck vessel, then:
 - i) Under these circumstances, the Company shall employ a minimum of one (1) foreman and sixteen (16) men and to distribute them at its discretion over two (2) to three (3) cranes or pair of cranes or other lifting gear where used. Lift truck operators to feed the slings are over and above the sixteen (16) men except when working one (1) hatch as referred to in iii) below. If it becomes necessary to lay dunnage boards, etc., this will be done by men from amongst the sixteen (16) men whilst the crane or pair of cranes continues to work an adjacent hold.
 - ii) When loading/unloading wood pulp, there shall be two (2) additional men in the hold at all times, to unhook the grapples.
 - iii) When only one (1) hatch is being worked, all the work on the ship and the dock will be done by not less than one (1) foreman and fourteen (14) men, provided no more than three (3) lift truck operators are required on the dock. In the event that more than three (3) operators are required, these will be in addition to the fourteen (14) men.
 - iv) It is understood that in any loading/unloading operation, both conventional and multi-lift procedures may apply. However, multi-lift manning and slingloads will not be used during the phase of the operation wherein machines are being used in the hold.
- 9) When loading or unloading roll-on/roll-off vessels (bow, stern, or side port), not less than one (1) foreman and four (4) men.

- 10) When loading or unloading containers at other than a container terminal operation, not less than one (1) foreman and twelve (12) men.
- 11) When loading or unloading containers at a container terminal operation, not less than one (1) foreman and nine (9) men.
- 12) When handling bulk cargo, not less than one (1) foreman and six (6) men for the total operation (i.e., all work between the hold of the vessel and the designated place of rest ashore). Trimming in each adjacent hatch will be performed by two (2) extra men attached to the gang. For bulk cargo, other than that specified elsewhere in this agreement, it is agreed that one (1) Foreman will be required for one (1) or two (2) gangs and two (2) Foremen for three (3) or four (4) gangs.
- 13) While loading a vessel at the Potash Terminal using a Quadrantal Loader, the minimum manning will be one (1) non-working Foreman and three (3) men. It is further agreed that the Foreman will assume the responsibilities of the designated man and the direct hit crew. In addition, the Hatch Tender skill at the Potash Terminal will be designated as Hatch/Pot.
- 14) The minimum manning will be one (1) Foreman plus six (6) men for fishmeal. Trimming in adjacent hatches will be performed by two (2) extra men per hatch who will be attached to the unit. It is understood this covers all work between the hold of the vessel and the designated place of rest ashore.
- 15) When working vacuum gear, the manning will be one (1) Foreman plus ten (10) men. No more than four (4) of the ten (10) men will be required to operate mobile equipment. It is understood this covers all work between the hold of the vessel and the designated place of rest ashore.
- 16) When working steel coils, the manning will be one (1) Foreman plus ten (10) men. No more than four (4) of the ten (10) men will be required to operate mobile equipment. It is understood this covers all work between the hold of the vessel and the designated place of rest ashore.
- 17) For the Wood Chips operation at Pier # 20 the manning will be one (1) Foreman plus four (4) men for the total unloading operation. It is understood this covers all work between the hold of the vessel and the designated place of rest ashore.
- 18) For trucks arriving late for a ship, extra men per working gang at the container terminal may be transferred from ship to terminal work for the purposes of unloading as many as three (3) trucks delivering containers to the terminal or sending containers out.
- 19) In the event an operation otherwise covered by Articles 23:01 b) 1), b) 2) or b) 3) above, wherein cargo is being transferred from hatch to hatch within a vessel, then not less than four (4) additional men shall be employed.

- 20) When loading/unloading lift-on forest products, it is agreed that one of the hold men in the units covered in Articles 23:01 b) 2), b) 3) and b) 8) will be an employee transferred from the Shipliners Classification. It is further understood that one of the other hold men within the unit will assist in the securing/un-securing of cargo.
- 21) When unloading bulk cargo via a self-unloader ship, not less than one (1) foreman and one (1) man for the total operation (i.e., work between the hold of the vessel and the designated place of rest ashore, as management directs including, but not limited to, sweeping, watering etc.)
- 22) Project Cargo (Hauling of Chain)
 - i) For the winch loading of chain, the vessel manning will be a Foreman plus nine (9) men.
 - ii) The lift-on/lift-off component of this operation will require a Foreman plus twelve (12) men.
 - iii) Checker, Shipliner and terminal manning will be as required.

23:02

- a) The men in the basic unit shall be flexible and interchangeable to the extent that during any work period they will perform any and all work as directed by Management, in connection with the loading/unloading of the ship, which is from the place of rest to the hold and vice versa, except as otherwise provided for in Article 23:02 d) below. It is understood that this shall include shifting from hatch to hatch, from ship to ship, and ship to/from shed within a Company, except as otherwise provided for in Article 23:02 d) below.
- b) Extras or men employed in addition to the basic unit shall work under the same conditions as paragraph a) and may be shifted from unit to unit.
- c) When men are required to shift from ship to ship or move from one job to another with a company during a work period, they shall be paid for the time so occupied. When a vessel fails to arrive and men have been ordered, the men may be shifted to another vessel within the company, subject to Article 21:04 b)
- d) Notwithstanding other provisions in this Article 23, it is agreed that in the case of a vessel loading/unloading at the Forest Products Terminal, the Company employing labour to perform this work may transfer up to five (5) men per working hatch or crane (up to three (3) men when working only one crane under 23:01 b) 8)) to the employ of the Forest Products Terminal operator. In such case, the men so transferred will thereafter work under the direction of the terminal operator. Furthermore, the terminal operator will only assign such men to work involved in the movement of cargo between the place of rest on the terminal and the hatch being worked by their unit. It is understood that these men may perform such work alone or in conjunction with other employees of the terminal operator. It is further understood that in the

event their unit is transferred elsewhere by its employing company, then these men shall cease to be under the direction of the terminal operator and shall follow their unit.

- e) It is understood that companies covered by this Collective Labour Agreement that load/unload vessels at sheds and/or terminals may, at their discretion, work under the same conditions as in 23:02 d) above.

23:03 Slingloads:

- a) When loading/unloading a vessel, as set forth in Articles 23:01b) 1) and b) 2) above (i.e., essentially manhandled cargo) a slingload shall not exceed 2,600 lbs. of cargo except that in the case of non-unitized baled wood-pulp, the slingload limit shall be six (6) bales.
- b) Notwithstanding the foregoing, when manhandling loose general cargo to/from trays with six (6) men in the hold, the slingload shall not exceed 1,900 lbs. of cargo. However, when eight (8) men are employed in the hold in this operation, then the slingload shall not exceed 2,600 lbs. of cargo. Notwithstanding the foregoing, slingload limits for corrugated medium, printing paper and newsprint shall be up to four (4) rolls or pieces to a total weight of 8,000 pounds may comprise one lift.

23:04 All orders to the men must be issued through their foreman, walking boss or applicable supervisor who, in turn, shall be subject to orders from the Company's representative, Manager or his representative. Notwithstanding the foregoing, whenever a foreman, walking boss or applicable supervisor is engaged in performing other duties, instructions to the men shall be accepted through a superintendent and / or Company Manager or Company representatives.

23:05 Offshore supply base operations:

Notwithstanding other provisions to the contrary herein, the following shall apply to a supply base for offshore oil and gas drilling operations:

- a) The type of work involved is the loading/unloading of supply vessels (e.g., the type of vessels used for the purpose of supplying offshore drilling rigs), the receiving and delivery of materials used by the drilling rigs and/or the supply base as well as the handling of such materials within the supply base.
- b) The provisions of Article 2:02 shall apply with the following exceptions:
 - The operation of the dry bulk loading systems as well as the receiving of dry bulk commodities in bulk form.
 - Securing/unsecuring aboard supply vessels.
 - Handling ship's lines for supply vessels.
- c) Such operations are eligible to be done by a basic work force or men from the hiring hall or a combination of both and there shall be no separation of ship work and non-ship work. Furthermore, there shall be no minimum manning within this operation.

- d) In the event an emergency delivery to an offshore rig, by other than a supply ship, is required at a time that men are not working at the base, then it is understood that such is not covered by this agreement. However, should such delivery be done by a supply ship, then members of the basic work force shall be called in at whatever time required for the purposes of performing any work necessary to deal with the emergency. In such case, the minimum guarantee shall be four (4) hours at the appropriate rate. In such cases, a foreman shall not be required.

23:06 Bulk Cement:

Notwithstanding other provisions of this agreement, the following shall apply to the loading of bulk cement when blown direct from trucks to vessels:

- a) Manning: One (1) foreman and four (4) men during the normal loading operation. These men will be employed on a shift basis, as outlined in the current collective agreement. During the rigging up and unrigging of the vessel, four (4) additional men will be employed. These men will be employed on the regular four (4) hour call basis. Should they go beyond the four (4) hour period, they will be paid the meal hour rate, in accordance with the collective agreement.
- b) Hours of work: As mentioned above, the men employed during the normal loading operation will work on a shift basis as per the collective agreement.
- c) Guarantees: Men who have been ordered for a shift and who are not required and sent home will receive four (4) hours pay. If the men are stood by, they will receive eight (8) hours pay.
- d) Rates of pay: The men hired for the normal loading operation will receive rates of pay as per the schedule of wages for shift work covered by the collective agreement. The men will be given a half (½) hour meal period and will be paid nine (9) hours pay for eight (8) hours work per shift. There will be no interruption of work.
- e) General:
 - 1) Repairing of hoses, if necessary, will be done by the men employed on the normal loading operation. Tools required will be supplied by the company.
 - 2) The employment of a walking boss will be at the Company's discretion.
 - 3) Trucks arriving with gear required for the loading of the vessel will be loaded to and from the vessel by members of Local 273.
 - 4) Raingear will be supplied to the men and there will be no interruption of work due to weather.
- f) It is understood that the foremen employed will come from the unit that is working the vessel and sufficient extras will be hired.

23:07 Scrap Metal Operation

Notwithstanding other provisions of this agreement, the following are the manning requirements for the mechanized bin shredded scrap operation:

- a) One (1) Foreman and two (2) Crane Drivers per hatch and one (1) Hatchtender for one to three hatches. The same manning applies to shore cranes.
- b) One (1) Gearman will be regularly employed for the wharf operation with any additional gearmen hired on an as-needed-basis.
- c) Trimming will be done, when required, with two (2) men in a non-loading hatch.
- d) Shift options which provide for three (3) Monday to Friday shifts being paid at single time, time, and a half and double time. The shift options on Saturday, Sunday and holidays are at double time for all three (3) shifts.
- e) If a signalman is needed on the wharf to direct traffic, this work will be done by an ILA Local 273 member.
- f) In return for suspending jurisdiction for the truck and truck loading jobs, an assessment of \$0.65 a ton will be paid to the Saint John Longshoremen's Legal and Scholarship Trust Fund Inc. This payment will be made within ten (10) working days after the vessel has sailed.
- g) If cleaning of the wharf is required after shiploading, this work is recognized as the jurisdiction of ILA Local 273.
- h) All the above conditions will be provided for in an amended Article 23 (similar to Bulk Cement) and will apply only to the loading of a ship from a scrap metal facility at the Port of Saint John, N.B.

23:08

- a) In the case of a passenger vessel, there shall be not less than a foreman and six (6) men wherein the work involves either baggage or both baggage and gangway (s). There will be a minimum of one (1) man per gangway on passenger vessels (including ship's gangway). It is further agreed that the manning for the Port's gangway shall be two (2) men.
- b) For Cruise vessels scheduled to work on Labour Day, including lines work, handling of baggage and gangway operations, the rate of pay would be two times (2) the holiday rate of pay or four (4) for one (1). This rate would be capped (maximum rate payable) at six (6) for one (1). For example, and all work scheduled to go through a meal hour and continuing through the meal hour has a maximum hourly rate of six (6) for one (1). Lines work, for other vessels, would continue to be paid at the holiday rate of pay, as in the past.
- c) The earliest start time would be 06h00, and the rate of pay would be double the rate of 08h00. A 05h00 start time would be permitted for emergency circumstances, i.e., medical, vessel

malfunction/repairs etc. The 05h00 start time, if required, would be paid at an hourly rate of four (4) times the rate of 08h00. The maximum rate of pay for any early starts would be capped at six (6) for one (1). For those vessels wishing to start before the 05h00 start time it is understood that an all-night or midnight start will have to be placed.

It is further agreed that for Cruise Ships only there will be the option to order in the following manner:

- i. Order an all-night complement to work through beyond 23:00 to completion, subject to guarantees per Article 30:09 b)
- ii. Order a half night compliment that will be required to work through until midnight. Another compliment will be ordered for a midnight start.

In case of Labour Day the rate is double the holiday rate but capped at six (6) for one (1).

- d) Manning – Gangway Work Only: There will be one (1) man hired for each gangway and one (1) extra man hired for each mechanical gangway utilized. If a Cherry Picker is required, there will be one (1) additional man hired to operate the equipment or stand-by.
- e) Manning – Gangway and Baggage:

One (1) Gangway and Baggage	Foreman plus seven (7) men
Two (2) Gangways and Baggage	Foreman plus eight (8) men
Three (3) Gangways and Baggage	Foreman plus nine (9) men

If baggage and manual gangway work using a Cherry Picker is being performed at the same time, one (1) additional man will be hired to operate or stand-by for the Cherry Picker.

- f) It should be noted that one (1) Cherry Picker or comparable piece of machinery (and associated stand-by man) could be used for more than one cruise vessel.
- g)
- 1) Crew members, Entertainers, Maintenance Contractors, and Corporate Employees will be exempt from baggage handling.
 - 2) The manning provision of a Foreman plus one (1) will apply for up to two (2) passengers. The Cherry Pickers stand-by man, when not employed, may be used as part of the baggage manning. The gangway man may not be used as part of the baggage manning.
 - 3) There will be a baggage exemption for medical emergencies and compassionate grounds. Medical emergencies are defined as those requiring a hospital visit that is certified by a medical doctor. Compassionate grounds are defined as those involving the death or hospitalization of a passenger's immediate family member, aboard or ashore.

The accepted definition for an immediate family member will be the specification provided for in the Canada Labour Code.

4) In exchange for these amendments, five-thousand dollars will be annually paid into a bank account designated by ILA Local 273 members.

h) Ship Stores and Waste Material/Refuse on Cruise ships shall be under the jurisdiction of ILA Local 273. The Manning of one (1) Foreman plus four (4) employees to carry out this work. In the event that more than two (2) operators are required, these will be in addition to the four (4) employees.

23:09 In the case of ship loading/unloading using a side loader elevator, including a rotary turn table, there shall be not less than two (2) operators for one (1) side loader elevator or three (3) operators for two (2) side loader elevators.

23:10

a) For lift-on/lift-off loading/unloading of a general cargo vessel when two (2) or more hatches are being worked simultaneously the Company will assign a Walking Boss to the operation (excluding two (2) or more hatches handling bulk and/or containers handled under 23:01 b) 11) simultaneously).

b) The employment of a Walking Boss in any other circumstances shall be at the Company's discretion.

23:11 For work other than the loading/unloading of a cargo vessel (i.e., non-ship work), the number of men required shall be determined by Management. However, it is agreed that the following will apply with respect to the employment of a foreman:

a) In any work period wherein a Company with less than thirty (30) Basic Work Force members has four (4) or more employees assigned to non-ship work (excluding maintenance work) a foreman will be employed.

b) The Terminal Foreman of a Basic Work Force of thirty (30) or more employees will be exempt from equalization. The non-working foreman at this terminal will be employed in any period where six (6) or more employees are employed on the terminal (including employees transferred from ship gangs). The Terminal Foreman will continue to work with Management, in placing orders, when he is employed.

c) It is understood that only active Basic Work Force members count towards the thirty (30) thresholds.

d) It is further agreed that one (1) employee must be physically hired, between the hours of 08h00 and 23h00 to trigger the counting of outside source equipment in determining if a Foreman must be hired for four (4) or six (6) employees (e.g., one (1) employee plus three (3) pay loaders).

- e) In the case of maintenance work covered under this collective agreement, then in any work period wherein a Company has nine (9) or more employees working, then a foreman will be employed.
- 23:12** Where extra men are required, in compliance with the manning provisions of Article 23 and/or employed, they shall be considered as additions to the basic unit set forth therein.
- 23:13** If a crane operator position cannot be filled, the crane operator who operates for the four-hour period without relief will be paid double time at the appropriate rate.
- 23:14** Notwithstanding other provisions of this agreement, the following terms will apply to modular building manufacturing operations:
 - a) Delivery and checking of I.S.O. containers (import and export) to and from the container terminal /manufacturing facility.
 - b) Offloading of completed modules at the laydown areas.
 - c) Reloading of modules at the laydown areas.
 - d) Delivery, checking and securing of modules from laydown areas to under-hook.
 - e) It is agreed by the parties that jurisdiction will be suspended for the stuffing of I.S.O. Containers in the manufacturing facility and delivery of modules from the manufacturing facility to the laydown areas.

Article 24 – General

- 24:02** It is agreed however that nothing contained herein shall amend the manning and deployment provisions as they applied under the gang system in the previous collective agreement.

Article 25 – Wages and Fringe Benefits

- 25:01** The rates of pay, as per Article I in the appropriate appended schedule, shall be paid for handling general cargoes.
- 25:02** The rates of pay, as per Article II in the appropriate appended schedule, shall be paid for handling bulk cargoes.
- 25:03** The rates of pay, as per Article III in the appropriate appended schedule, shall be paid for manhandling:
- a) Unwrapped hides, phosphate and tankage in bags, lampblack, cement, slag and bird lime in bags, tapioca flour, dyes, and nitrates.
 - b) Refrigerated cargo carried at 30 F or lower.
- 25:04** The rates of pay, as per Article IV in the appropriate appended schedule, shall be paid for manhandling aeroprills and nitraprills.
- 25:05**
- a) The rates of pay, as per Article V in the appropriate appended schedule, shall be paid for handling dangerous explosives.
 - b) For the purpose of this agreement, the term "dangerous explosives" is defined as cargo of an explosive nature that, under Government regulations, has to be carried in a specially constructed magazine on board ship. If it is necessary to load other cargo after "explosives" have been loaded into the magazine, the same rates shall be payable to the men engaged in loading such other cargo. The term "explosives" does not include small arms ammunition or unfused shells.
- 25:06** Walking Bosses shall be paid a differential of one dollar (\$1.00) per hour in excess of the appropriate wage scale rates for longshoremen and foremen shall be paid a differential of seventy-five cents (\$0.75) per hour in excess of the appropriate wage scale rates for longshoremen, as set out in the appended schedules.

Article 26 – Reclassification

- 26:01** Notwithstanding any other provisions to the contrary in this collective agreement, the parties have agreed to the special terms and conditions set forth hereinafter as a means of providing an employment opportunity for regular Union member employees who are, or who become, unable to perform the regular work covered by this collective agreement for medical reasons.

- 26:02** Routine sweeping and cleaning of employees' lunchrooms, washrooms, offices used exclusively by ILA employees, painting of the aforementioned facilities as well as the painting of equipment used on work covered by the collective agreement (except mobile equipment).
- 26:03** The Joint Manpower Committee will set the size of the pool of employees required to perform the above-mentioned work and shall post a notice of same in response to which employees may apply.
- 26:04** Only those employees who, for medical reasons, are no longer able to perform regular longshoring work covered by the collective agreement shall be considered for these positions.
- 26:05** Employees classified for this work shall thereafter be eligible for this work only.
- 26:06** The work periods for such work shall be:
- 08h00 - 16h00
And/or
16h00 - 24h00 (\$.25/hour shift differential)
And/or
24h00 - 08h00 (\$.50/hour shift differential)
- 26:07** The hourly rate of pay for this work shall be as per the cleaner's schedule of wages in Article 10:01 for up to eight (8) hours in a day and forty (40) hours in a week; hours worked thereafter shall be paid at two times the basic rate.

Article 27 – Work Jurisdiction

- a) It is agreed that, at container terminal operations, the loading/unloading of containers to/from railcars, the receiving and delivery of cargo to/from truck tailgate, including any related terminal work, shall be performed by members of the Union.
- b) It is agreed that the following work, when under the control of the employer, shall be performed by members of the Union, unless another Union is certified and recognized:
- 1) Discharging/loading of cargo vessels.
 - 2) Discharging/loading of ballast, except water ballast.
 - 3) Loading/discharging/laying of dunnage, including that required in the preparation of decks for cargo.
 - 4) Docking, undocking, and shifting ships.

- 5) Handling of mail, baggage, and express goods except in the case of a cargo vessel with a limited number of passengers and hand baggage usually carried by passengers on passenger vessels.
- 6) Rigging for cargo lifts other than that done by ship's personnel.
- 7) Shifting cargo on deck, in the hold, in the shed or on the open section.
- 8) The operation of employer-owned or leased machines, except where the lessor supplies operators.
- 9) The stuffing/de-stuffing of containers.
- 10) The filling and attaching of clip-on refrigeration units.
- 11) Loading/unloading of mafis.
- 12) The opening and closing of hatches as set forth in Article 21:10.
- 13) The loading/unloading of railway box cars.
- 14) The unitizing and piling of cargo in the sheds or on the open sections.
- 15) Gear and mechanical repair.
- 16) The receiving and delivery of cargo to/from truck tailgate, in accordance with the relevant policies of the Saint John Port Authority for the Port of Saint John, N.B.
- 17) The normal sweeping and cleaning (except cleaning of a specialized nature) of leased sheds and/or open sections, the foregoing to include picking up chocks and hobs.
- 18) The work involved in handling of goods in sheds and/or on open sections that are leased to an employer covered by this collective agreement when such goods are not loaded/unloaded to/from a ship to the extent that such work would have been covered by the Union's certification if such goods were loaded/unloaded to/from a ship.
- 19) The hosing of bulk cargoes for the purpose of dust control.
- 20) The following work jurisdiction has been transferred from the Checker Classification to the General Longshore Classification:
 - i) Protection of cargo from weather and other causes.
 - ii) The re-packaging of bundled cargo (i.e., lumber, ingots, and plywood) during the final loading period of a vessel provided the job was unforeseen prior to the ordering time for that period.
 - iii) Punching of holes in rolls for the purpose of vacuum loading.

- iv) Cleaning of snow from cargo, excluding containers.
- v) Cutting of bands to length for the purpose of unitizing cargo, excluding the normal cutting done in the process of re-packaging cargo.

21) The positioning of a Tripper will be done by the 273 General Longshore Classification.

- c) Management will not sub-contract any work specifically covered by this agreement except for sub-section 15 of Article 27, Work Jurisdiction. Article 27 c) is amended to include provision for the continued employment of the current Gear and Mechanical Repair employees. Subject to the current Gear and Mechanical Repair employees making themselves available and having the necessary skills involved, no work will be sub-contracted unless the current employees are working at that particular time. Additionally, there must be a demonstrated viability for the purchase of any equipment utilized at the workplace or such associated work may be sub-contracted.

In the event a Company employing one or more of these employees as referred to above loses its entitlement to a basic work force of cargo handling employees as a result of the application of the review provisions set forth herein, then its gear and mechanical repair employees will be entitled to be absorbed into the remaining employing Companies' work forces of gear and mechanical repair employees.

The Port of Saint John Employers Association agrees that notwithstanding Article 27 b) 8) above as it relates to company-owned or leased machines, it is understood that the operation of any leased equipment, which is part of the on-going operation, shall be the work of Local 273.

- d) It is agreed the work on snow removal shall be under the jurisdiction of employees from the cargo handling part of the longshoring work forces except, that one employee at a time from a Company's gear and mechanical repair basic work force may be used to operate Company equipment on snow removal.

It is understood that on Port property leased to an employer covered by this agreement where, the employer is responsible for snow removal, then such work shall be under the jurisdiction of employees from the General Longshore classification. Between the hours of 23h00 and 08h00, a Company may utilize an outside source in which case the employee lowest on the earnings list of those who would have otherwise done the work shall be paid two (2) hours at the basic hourly wage rate.

It is agreed to amend Article 27 e) of the General Longshore Workers Collective Agreement to additionally provide that, between the hours of 08h00 and 23h00 a Company may utilize an outside source for snow removal, in which case the Company shall weekly pay two (2) hours (straight time plus pension and welfare assessment) for every four (4) hour period, or part thereof. Union will supply seniority list to Employer of all classifications in the order of General Longshore, Linesmen, Gear/Mechanical Repair, Checkers and Shipliners. Management will then

apply payments to these members who are active in the system based on the number of pieces of equipment being utilized.

- e) Individuals receiving snow removal money, for the purposes of dispatching, will be deemed to be fresh.
- f) It is understood that for the purposes of Work Jurisdiction a) and b) once cargo is left on property controlled by the Saint John Port Authority in the Port of Saint John as referred to in Article 2:01 herein, then the subsequent transferring of same within Port property shall be deemed to be covered by this collective agreement.
- g) It is agreed that if reefer builds/teardowns should fall under the control of the employer it shall be under the jurisdiction of ILA Local 273.
- h) It is agreed the loading/discharge of Ship Stores and Waste Material/Refuse on Cruise ships shall be under the jurisdiction of ILA Local 273.
- i) It is agreed the shunting of railcars is under the jurisdiction of ILA Local 273 when under the control of the employer.
- j) It is agreed that the operation of a shuttle bus at a container terminal shall be under the jurisdiction of ILA Local 273. Terms & conditions, including but not limited to wages, hours, etc. are subject to future negotiations prior to implementation as per Article 14.

Article 28 – Equalization of Earnings

28:01 The parties commit to establish terms whereby there will not be more than a 10% difference in income opportunity between the high earning and low earning individuals on a yearly port-wide employment opportunity list covering employees in basic work forces performing cargo handling work (i.e., excluding linesmen and gear/mechanical repair employees).

Such terms include:

- a) All active Union member employees shall be in one of the employers' basic workforces.
- b) Each employer shall have a basic work force for its cargo handling work and the size of the basic work force shall be equal to the employer's share of the total payroll for the Union member employees performing such work.
- c) Every three months, a review and verification will be done to determine if the size of the employers' basic work forces continue to be equal to their respective share of payroll. In the event such review determines that the size of an employer's basic work force is no longer equal to its share of payroll and/or no longer consistent with the income opportunity objective, then

adjustments will be made by transferring employees (subject to relevant skills, and where these factors are relatively equal, seniority) from the basic work force (s) to be decreased into the basic work force to be increased.

- d) In addition, should there occur, at any time, a gain/loss/shift of business activity the impact of which on an employer's payroll share and/or the income opportunity objective is identifiable, then if such impact supports the adjusting of basic work force sizes, the appropriate adjustments will be made at that time rather than await the next three-month review.
- e) In the case of both c) and d) above, should the result of the review indicate that the size of a Company's basic work force would be less than three (3) employees, then such Company will not have a basic work force until a subsequent application of (c) and (d) above indicates a basic work force of at least three (3) employees.
- f) Whenever a Company has no basic work force in accordance with e) above, then it shall obtain labour through the dispatching system except that the Company may designate the Foreman (men) and/or Walking Boss (es) as and when it requires, providing the individual (s) is/are willing to accept such assignments and is/are not required by his/their parent Company.
- g) In the event that notwithstanding the terms of this Article, there does in fact occur a difference of more than 10% between the high and low individuals on the yearly port-wide income opportunity list, the parties will determine the reasons for same (e.g., training, health, timing of transferring employees) and, in accordance with the joint commitment as stated above, establish terms to deal with the situation.
- h) Notwithstanding the foregoing, in the case of an employer with a work force of thirty (30) or more, the employer may designate a Terminal Foreman who will be exempt from the foregoing for the purposes of calculating the difference in income opportunity.

28:02

- a) A man on compensation will be charged for missed work opportunity for the first three (3) days and then removed from the Basic Work Force Rotation List. Upon his return, the man will have the gross compensation benefits added. The spread between the man returning from compensation and the low man within the Basic Work Force will not exceed five thousand dollars (\$5,000.00) or the man may return one dollar (\$1.00) higher than the highest man port wide. If the man is off for six (6) weeks or more then the first three (3) days of missed work opportunity will be deducted from the gross compensation benefits. Non-union members, upon returning to work from compensation will have their gross WorkSafe NB benefits added and will be treated in the same manner as Union men. Low man is defined as the man that has been actively working in the industry for at least three (3) months and has not just returned from WorkSafe NB as well as sick benefits and/or extended illness.
- b) A man who is off work for sickness will be automatically tracked for the first seven (7) days to determine charges for missed work opportunity and then will be removed from the Basic Work

Force Rotation List. Upon his return to work the gross benefits from the ILA Welfare plan and E.I., sick benefits will be added to the man's earnings. At this point, the same principal applies as with the compensation. The spread between the man returning from sickness and the low man will not exceed five thousand dollars (\$5,000.00). Please note that a man who is hospitalized immediately will receive benefits immediately and upon his return to work, he should not have added to his earnings the first seven (7) days of missed work opportunity. Non-union members returning to work from a non-compensable injury will have their earnings tracked and applied to the rotation list. Low man is defined as the man that has been actively working in the industry for at least three (3) months and has not just returned from WorkSafe NB as well as sick benefits and/or extended illness.

- c) Non-union members returning to work for reasons other than those stated above will be tracked for thirty (30) days and removed from the list. Upon their return to work, they will be placed one dollar (\$1.00) high.

Article 29 – Basic Work Forces

29:01 The following procedure shall apply to the creation of a Basic Work Force:

- a) The Union shall be notified one (1) month in advance of an employer's intention to create a Basic Work Force.
- b) Such notice shall contain the number of men required and all kinds of work to be performed.

29:02 Container Terminal Operations:

- a) Container terminal operators shall have the right to employ a basic work force to perform all the work on the terminal for which recognition is granted except for the conventional lift on/lift off of non-containerized cargo to/from a ship, in which case the gang system shall be utilized. However, in the event the loading/unloading of a ship involves both containers and conventional lift on/lift off non-containerized cargo, then for the finishing work period only the Company may utilize its basic work force to perform both operations.
- b) Non-members of the basic work force performing work shall be subject to all the provisions of the contract, which apply to members of the basic work force.

29:03 Roll-On/Roll-Off Operations:

- a) Employers conducting a roll-on/roll-off operation shall have the right to employ a basic work force to perform all work on the operation for which recognition is granted.
- b) Non-members of the basic work force performing work shall be subject to all the provisions of the contract, which apply to members of the basic work force.

29:04 All other operations:

- a) All companies shall have the right to employ a basic work force to perform ship and non-ship work. However, in the case of a terminal operation, should a work force be established, it is understood that they may be assigned to work involved in the movement of cargo between the vessel and the place of rest alone or in conjunction with men transferred under Article 23:02 d) herein.
- b) Whether a Company uses a basic work force or not, it shall have the right to employ such men, as it may require to be dispatched in accordance with the dispatch rules, to perform any non-ship work.
- c) Non-members of the basic work force performing work shall be subject to all the provisions of the contract, which apply to members of the basic work force.

29:05 Flexibility:

- a) All men employed in a basic work force shall be flexible and interchangeable to the extent that during a work period, they will perform any and all work collectively or individually when and as required by the Company, subject only to the manning provisions set forth in Article 23.
- b) When a Company is performing two (2) or more of the operations covered herein, it may employ a single basic work force to perform all the work in its total operation and the men employed in the operation will be individually and collectively flexible and interchangeable within the total operation, subject only to the manning provisions of Article 23.
- c) An employer may, at its discretion and through the foreman, place members of a basic work force in units, in accordance with the provisions of Article 23:01 for ship work. In such cases, the foreman shall be responsible for having his unit available for work when called. Men shall follow their units at all times.

29:06

- a) Notwithstanding the provisions of Articles 28 and 29, any employer may establish a basic work force of men to perform its gear and mechanical repair work to the extent jurisdiction over such work is granted. Anyone employed for a work period to perform Gear and Mechanical Repair work will not be assigned to any work outside the gear and mechanical repair classification during that work period.
- b) During any work period, Gear and Mechanical Repair employees, assigned for that work period, shall be flexible and perform any work within the Gear and Mechanical Repair Classification for which they are qualified and capable.

29:07 Basic Work Force – Selection: Any Company electing to create a basic work force will follow the procedure set forth below:

- a) Prior to selecting its basic work force, the Company will notify the Union in writing, at least thirty (30) days in advance, of its intention to do so. Such notice will include the size of the work force, the kinds of work to be performed, the abilities and qualifications needed for the selection and a supply of application forms. The Union shall notify its members accordingly to permit those interested to apply for selection to the basic work force. Any member who wishes to apply must complete, and then submit, an application form to the Company within the aforementioned thirty (30) day period. The Company will advise the Union of the names of members who have applied within one (1) week following the date for submitting application.
- b) In selecting its basic work force, Management shall, subject to Articles 29:08 and 29:09 herein, give first consideration to those members of the Union who have submitted applications, as provided in Article 28, and who, in its opinion, possess the necessary abilities and relevant qualifications. However, if the Company is unable to select its desired complement of men from amongst such applicants it may then obtain members of its basic work force through the Referral process. It is agreed that before a Company may obtain members of its basic work force through the Referral process, it must give preference of opportunity for training to members of the Union who have applied for the position(s) and who, in the opinion of the Company, possess the ability and relevant qualifications to be trained, as set forth in Article 13:02 herein.
- c) The Company will notify the Union in writing of the names of those selected to the basic work force, immediately upon their selection.
- d) All members of a basic work force shall be on probation for their first thirty (30) working days following their actual commencement of work on the operation in question or the successful completion of any training required by the Company, whichever is later. During such probationary period, an employee may be returned to his previous occupation from the basic work force without recourse to the grievance procedure.
- e) In the event a member of a basic work force resigns, then the Company shall either replace him or advise the Union of a reduction in the size of the basic work force, in accordance with Article 14.
- f) It is agreed that, if at any time, Management intends to increase/decrease the size of a Basic Work Force the matter will be referred to the Joint Manpower Committee.
- g) The basic unit shall consist of a foreman and the manning prescribed by Article 23. Each foreman shall at all times be responsible for his unit.
- h) Management shall select Foremen and Walking Bosses in all cases. The low Foreman and/or Walking Boss shall be hired first except for the need to shift for skills. It is agreed that all Foremen and Walking Bosses must be selected from General Longshore Bargaining Unit Classification.

29:08

- a) Without restricting the rights of the parties set forth elsewhere in this agreement, it is agreed that the following procedure shall apply for the purposes of obtaining candidates from among Union members in cases of increasing the size of a basic work force, filling vacancies in a basic work force and/or for obtaining candidates for training.
- b) Management shall post a notice for a period of seven (7) days at all pre-determined posting locations. Such notice shall include the skills and relevant qualifications required and, in the case of a training program, the anticipated commencement date.
- c) Management shall provide application forms, which may be obtained by applicants from the Union.
- d) Union members who wish to apply for a posted position must complete the appropriate application form and return it to the hiring hall within seven (7) days following the posting period referred to in basic work force b) above. At the hall, each form shall be marked as to its date of receipt and a copy shall be remitted to the Union.
- e) Within a period of ten (10) days following receipt of the last application in accordance with Article 29:08 d) above, Management shall determine which of the applicant (s) is/are successful, subject to any evaluation of applicant's ability and medical fitness that it may require. The Port of Saint John Employers Association will advise the Union in writing as to the names of the successful applicants.

29:09

- a) It is understood that in selecting candidates for a basic work force, Management shall first consider the ability and relevant qualifications of the applicants. When ability and relevant qualifications are relatively equal, then seniority shall be the determining factor.
- b) It is further understood that in the selection of candidates for a basic work force, Management agrees that "relevant qualifications" shall mean qualified to operate the two (2) most frequently used pieces of mobile equipment within the appropriate basic work force. The exception to the foregoing shall be when replacing crane operators only in which case "relevant qualifications" shall be understood to mean qualified to operate the crane involved.
- c) It is understood that whenever there is a requirement within a basic work force for more employees in a skill (except as replacement for a crane operator), Management shall first attempt to obtain its needs through training members of the specific basic work force prior to seeking qualified candidates from outside the specific basic work force.
- d) In the event Management decreases the size of a basic work force, then subject to the ability and qualifications of retained employees to do the required work, employees will be released based on the inverse order of their dates of admission. In the event such dates are identical in

the case of two (2) or more employees, then the inverse order of seniority shall be the determining factor.

- e) It is understood that in the event an individual named on the attached "inactive members" list or an employee on disability pension returns to active status, he shall be integrated into the structures and system described herein based on his abilities and qualifications.
- f) An employee who is active as of the date of ratification of this memorandum, who becomes inactive for reasons other than Workers' Compensation or sickness and who subsequently returns to work shall be integrated in the same manner as set forth in e) above.

29:10

- a) A weekly list of cumulative earnings for individuals for the calendar year to date based on a period 08h00 Sunday to 08h00 the following Sunday will be published by Friday of the following week. Such list will be put into effect the Sunday after it is published.
- b) Each list will be the guiding factor for ordering men and the low man shall be ordered first except where, due to the need for particular skills, the Company may skip men. This shall also apply when ordering replacements.
- c) When a member of a basic work force fails to report for work when ordered or is unavailable for work, he will be charged with what he would have earned for equalization purposes. When a replacement is employed in his place, the replacement will not be charged with what he earns for equalization purposes.

Article 30 – Dispatch System

30:01

- a) Subject to the provisions of this collective agreement as well as the required qualifications and ability, it is understood that with respect to the dispatching system set forth in Article 30 herein, Union members in category "A" shall have preference over those in category "B" who in turn shall have preference over those in category "C" and so on.
- b) The parties agree that the dispatching system shall provide "pre-period" dispatching for all work assignments for Union Members and White Card employees of ILA Local 273 General Longshore at 08h00, 13h00, 19h00 and 24h00 based on the present times at which Companies order labour as set forth in Article 22:02.
- c) The pre-period dispatch for orders at 08h00, 13h00, 19h00 and 24h00 as referred to above, the parties agree that in the case of Union members and White Card employees, the charging of earnings for assignments, worked or missed shall apply only for pre-period dispatch assignments and shorts.
- d) Definitions

Book-Off – A Book-off occurs when an employee books-off at least 30 minutes before ordering times as defined herein. An employee will be charged for the time they would have worked. Book-offs will not be accepted after 30 minutes before ordering times.

Late Book-Off – A Late Book-off (LBO) occurs when an employee refuses an assignment that is on the tape after ordering times, as defined herein until the start of a work period as defined herein. An employee will be charged for the time they could have worked. First and second late book-off – charged with missed work opportunity. Third, fourth and fifth late book-offs within a six-month period – suspended for 48 hours and charged 32 hours at the appropriate rate. Each subsequent late book-off within a six-month period will mean a one-week suspension from work in addition to being charged for missed work opportunity or a minimum of 40 regular hours being charged. Each LBO will be counted as an Incident.

D. N. S. – DNS occurs when an employee fails to report for work without notifying the employer or the Dispatch Center in advance. Each DNS will mean a 48-hour suspension in addition to being charged 32 hours at the appropriate rate. Six D.N.S.'s within a six-month period will mean a two-week suspension from work in addition to being charged for missed work opportunity or a minimum of 80 regular hours being charged. Each DNS will be counted as an Incident.

To be reinstated the employee must contact the Dispatch Center as outlined in article 30:06 a)

Hiring Hall Refusal – Hiring Hall Refusal (HHR) is a refusal of an assignment after logging into the Hiring Hall. Up to three Hiring Hall Refusals will be charged for missed work opportunity and

suspended for 24 hours. Each subsequent Hiring Hall Refusal within a six-month period will mean a one-week suspension from work in addition to being charged with missed work opportunity or a minimum of 40 regular hours being charged. Each HHR will be counted as an Incident.

Work Site Refusal - A Work Site Refusal (WSR) is an employee who refuses to be switched at the work site after the start of the work period. First and second Work Site Refusal – charged with missed work opportunity and suspended for 24 hours. Each subsequent Work Site Refusal within a six-month period – suspended for 48 hours and charged 32 hours at the appropriate rate. Six or more within a six-month period will mean a two-week suspension from work in addition to being charged for missed work opportunities or a minimum of 80 regular hours being charged. Each WSR will be counted as an Incident.

Six (6) overall incidents in a six-month period* will mean a one-week suspension from work in addition to being charged for missed work opportunity or a minimum forty (40) regular hours being charged. The suspension will commence on the sixth incident and each subsequent incident.

Six (6) DNS's and/or WSR's in a six-month period* will mean a two-week suspension from work in addition to being charged for missed work opportunity or a minimum forty (40) regular hours being charged per week. The suspension will commence on the sixth DNS and/or WSR's and each subsequent DNS and/or WSR's.

*It is understood to mean that each year will be broken into two six-month segments, the first from January to June and the second from July to December.

Short – Short occurs when a labour requirement exists and there is no labour available from the Union pool for pre-assignment because the pool has been exhausted. This job is not considered free from the Hiring Hall.

Extra – Extra occurs when there is a labour requirement in addition to the Company's Basic Work Force. This job is not considered free. However, an unforeseen extra from the Hiring Hall is considered free.

Replacement – Replacement is labour that replaces a DNS, LBO or Refusal. This job is considered free. (Exception – man who called in by 3pm for all night, this job is not considered free).

Double – Double occurs when an employee has worked i.e., any period within a day, elects to log in for an all-nighter, and is dispatched for the all-night job or the second half of an all-nighter. At this point they have worked a double and is not eligible to work again until 19h00 the same day. Should the all-nighter or the second half of an all-nighter only go to 04h00, the employee may call to make themselves available or can log in at the Hiring Hall for 13h00 and will be dispatched at the end of his respective group. If an employee has not worked during the day and is not assigned the next day, is dispatched to an all-nighter, they can then elect to log in

at the Hiring Hall for 08h00 and/or 13h00 and if dispatched for either period, can log in for the half night (19h00 – 23h00), they are considered to have worked a double. Should they be dispatched for any of the above, they must report back to the hiring hall or call to make themselves available for dispatching for 13h00 and 19h00 (½ night) periods at which time they will be dispatched at the end of his respective group.

Interjurisdictional Checker Reserve – Members made up of the General Longshore, Shipliners, Linesmen and Gear Mechanical Repair Classifications who possess the “SENDT” checking skill. This reserve pool will be limited to ten (10) members.

Port-Wide Secondary Hiring Pool – New Union members who are removed from Basic Work Forces because the average is less than 413 hours per calendar quarter.

30:02

- a) The parties agree that the Hiring System shall remain in effect except as otherwise specifically modified by these rules or as otherwise determined by the Joint Manpower Committee.
- b) The current provisions with respect to the hiring of basic work forces remain intact and unchanged.
- c) There shall be a centralized dispatching system solely for the purpose of dispatching extra men and replacements (subject to Article 30:02 b) above).
- d) The operation of the central dispatching system, including the determination of the facilities and equipment to be used, as well as the priority of work, shall be the responsibility of Management.
- e) The dispatching of labour through the central dispatching system shall be done in two phases:
 - 1) on a pre-period basis utilizing a telephone based and modern communication system through which Union Members and White Card employees may obtain notice of their respective work assignments.
 - 2) from a Hiring Hall where labour required for orders not filled through (1) above, replacements for men who failed to report for work as assigned and unforeseen needs, shall be filled. In the case of "unforeseen needs", the Union will be advised of the details.
- f) In each phase of the central dispatching system, the actual selection of employees for assignment from the appropriate labour pools as set forth herein, shall be on the basis of work priority established by Management as required, the skill (s) of the employee (s) and the year-to-date earnings of the employee (s) as defined herein (except as otherwise provided for in Article 28).

- g) The ordering of labour by Companies shall be done as in the past with the exception that the Companies and/or Dispatch Center shall place orders and assignments on the appropriate tapes. The Dispatch Center shall advise the Union as per Article 30:02 of the Collective Labour Agreement.
- h) It is understood and agreed that the only employees eligible to log in at the Hiring Hall are those who are not already ordered/assigned as a member of a basic work force, or otherwise assigned as provided for herein and are not otherwise ineligible as set forth herein.

30:03

The specific operation of the central dispatching system for the appropriate work period shall be as follows:

- a) Pre-Period Dispatch for 08h00, 09h00, 10h00, 11h00, 13h00, 19h00 and 24h00
 - 1) The labour pool of eligible employees for 08h00, 09h00, 10h00, 11h00, 13h00 and 19h00 (half night) shall be comprised of all Union members and White Card employees who have not been otherwise ordered. The labour pool for 19h00 all night and 24h00 start shall be comprised of all Union members and White Card employees who have not worked at either 08h00, 09h00, 10h00, 11h00 or 13h00 or all that day.
 - 2) The assignments and orders of men to fill known requirements for extras and/or replacements shall be placed on-a telephone tape and an agreed upon modern communication system as follows:

<u>WORK PERIOD</u>	<u>TAPE ORDERS</u>	<u>ASSIGNMENTS</u>
08h00,09h00,10h00, 11h00	16h45 preceding day	17h30
13h00	11h15	11h30
19h00	16h15	17h00
24h00	16h15	17h00

<u>SHIFTS</u>	<u>TAPE ORDERS</u>	<u>ASSIGNMENTS</u>
08h00	16h45 preceding day	17h30
16h00	11h15	11h30
24h00	16h15	17h00

NOTE: Pre-day assignments for members of each Classifications assigned to work under their own Classification or another Classification will be on the assignment tape (635-8514) at the appropriate times as set forth above.

- 3) In addition, to the provisions set forth herein above, it is agreed that in any pre-period dispatch wherein all available Union members are assigned, the Cardmen may be assigned subject to the November 7th, 2014, Letter of Agreement (4hr Dispatch).

b) There are three log-in periods every day. These are:

07h15 to 07h30

12h15 to 12h30

18h15 to 18h30

- 1) All men who log-in are sorted by seniority, Pick Number, and skills.

For work within Local 273 General Longshore shall be sorted:

- i) Local 273 General Longshore members
- ii) Local 273 Linesmen
- iii) Local 273 Gear/Mechanical members
- iv) Local 273 Checkers members
- v) Local 273 Shipliner members
- vi) Port-wide secondary hiring Pool
- vii) Full Time Trainer
- viii) Officers of the union
- ix) Cardmen
- x) Referrals

Note: Members "held in" will be allowed to:

- 1) log in at the hiring hall,
- 2) through the modern communication system or
- 3) by calling the Dispatch for work to commence prior to the period in which they are held in for.

Anyone else seeking work through the central dispatching system must sign the appropriate waiver form and thereafter comply with the log-in procedures which may be in effect (i.e., Referral List).

The individuals who have logged-in shall then be dispatched to fill all jobs in accordance with the relevant procedures herein.

- 2) If an individual is dispatched in error, they can be recalled prior to the start of the work period and reassigned or replaced by the correct individual.

- 3) If a member of Local 273 General Longshore is late for the log-in, then they will not be eligible to be dispatched until the current log-in pool that is already dispatched is exhausted (excluding Referral List). If after that, there are remaining jobs, after the log-in period, the priority of dispatch will be:

For work within Local 273 General Longshore:

- i) Local 273 General Longshore members in Hall according to pick.
- ii) Late log-in Local 273 General Longshore members
- iii) Union men from other Classifications (in priority sequence)
- iv) Cardmen
- v) Referrals

- c) Hiring Hall for the 08h00, 09h00, 10h00, 11h00, 13h00, 19h00 and 24h00 Work Periods:

As of 07h30 for 08h00, 12h30 for 13h00 and 18h30 for 19h00 and 24h00 the dispatching of additional known labour requirements and switching shall commence. The priority will be as set out in Article 30:03 (b) (1).

- d) Hiring Hall for the 19h00 Work Period for work expected to go beyond 23h00

- 1) Union members would be assigned to the 19h00 to 23h00 segment of the all-night order from among Union members not eligible for all night but are eligible for the first half of the all-night order. If extras or replacements are required, they would be filled by Union members who had logged in and then Cardmen/Referrals (Cardmen/Referrals would be assigned at the Dispatch Center for the second half of the all-night order).
- 2) The Dispatch System will accommodate employees who wish to log-in under the above conditions. Any assignment accepted by an employee for the half night will result in the mandatory acceptance of any continuing assignment beyond 23h00.
- 3) The priority when Dispatching night orders at the Hiring Hall shall be as follows:
 - a. Midnight Start orders
 - b. All Night orders
 - c. 2nd Half orders
 - d. ½ Night orders
 - e. 1st Half orders
- 4) The labour pool shall be constituted as it is for the Hiring Hall dispatch for 08h00. However, in dispatching employees from preference groups the sequence of priority shall be as follows:
 - i) Employees who did not work today and are not assigned tomorrow.
 - ii) Employees who did work today and are not assigned tomorrow provided they have made himself available for the All-Nighter by 15h00.

- iii) Employees who did not work today and are assigned tomorrow provided they have made himself available for the All-Nighter by 15h00.
 - iv) Employees who did work today and are assigned tomorrow provided they have made himself available for the all-nighter by 15h00.
 - v) Employees who did work today and are not assigned tomorrow and have not called in by 15h00. These members may elect to log in at the hiring hall 18h15 - 18h30 to be dispatched either for all night or (if previously assigned for a half night, other than in the case of a vessel finishing) for the second half of the all-nighter by advising the dispatcher they want to bump a non-union at midnight. Upon completion of the hiring hall, the dispatcher will advise the company of the job to be bumped.
- 5) After completion of the 19h00 dispatching of labour, the names of remaining employees with necessary skills (in order of Pick) at the Hiring Hall at 19h00 will be given to any Company that has work that evening or night as a source of replacement labour should such become necessary due to unforeseen circumstances.
- e) Hiring Hall for the 19h00 Work Period for work not expected to go beyond 23h00, preference shall be given as listed in Article 30:03 b) 1).
 - 1) An employee assigned to a half night due to skill requirements and would have been assigned to an all-night may at 24h00 displace a Cardman or individual on the Referral List provided he has made this intention known to the Dispatch Center at 19h00 and his assignment for the half night is completed. Once the Union man has committed to work the second half of the night period he must do so.
 - 2) A member of Local 273 General Longshore and/or Cardman/Referral who is assigned to work under the jurisdiction of other Classifications will be deemed to have worked for the purpose of this dispatch priority except for Lines work.

30:04

Upon completion of a dispatch, should a skill shortage exist and there are non-dispatched employees in the Hiring Hall then the skill requirements shall be filled in the following sequence:

- a) Switch skills in order of low earnings (Pick List) from within the BWF that is short providing that the new vacancy thus created can be filled from employees remaining in the Hiring Hall providing the BWF list is exhausted.

For member companies without a BWF, Dispatch will switch skills in order of low earnings (Pick List) from within the employer's assigned employees that is short providing that the new vacancy thus created can be filled from employees remaining in the Hiring Hall.

- b) Obtain skills in order of high earnings (Pick List) working in other employer's assigned employees providing that the new vacancy thus created can be filled from employees remaining in the Hiring Hall.
- c) When switching, the least amount of switches will be the guiding principle. An employee will only be switched once in a work period.
- d) An employee who is shifted from one job to another due to skill shortage will return to his original assignment at the next available work period if the assignment to which they were shifted is completed or reduced.
- e) In the event of a skill shortage with no employees left in the Hiring Hall or none who can be dispatched to fill a vacancy in accordance with the foregoing, then Management will make every effort to telephone available port wide employees who possess the required skills in order of low pick earnings as set out in Article 30:03 b) 1)

In the event there are no available Portwide employees who possess the required skills then Dispatch will obtain in order of low pick earnings the employee who can be switched to the short and Management will make every effort to telephone available Portwide employees who possess the required skills of the employee to be switched in order of low pick earnings.

When calling for skills – only employees that are identified as 'available,' Linesmen, Full Time Trainer and Officers of the Union will be called.

- f) If after exhausting the above, then an employee can voluntarily accept to do a Double accordingly.
- g) A detailed Hiring Hall report will be sent to the Union within the work period within a reasonable timeframe.

30:05

- a) The parties agree that Local 273 employees must follow their own jurisdiction before they can be dispatched to a job in another Classifications jurisdiction, with the exception of those who are in Interjurisdictional Checker Reserve Pool. If an employee is dispatched to another Local's jurisdiction and it is later found that the employee is required for his skill in his own jurisdiction, they will be transferred and replaced from the Hall.
- b) Union members on a work through will automatically be available for pre-assignment to the next work period unless they have booked off in advance (10h30 and 15h30). Union members on a work through may also book off between 11h00 & 12h30 and 16h00 & 18h30 and this will not be considered a late book off.
- c) In the event anyone assigned for all night work or work expected to go beyond 24h00 is in fact released at or before 24h00, the Company must advise the Dispatch Center no later than 07h00 as to the names of the individuals involved and the time they were released. The individual shall

retain his normal eligibility for dispatch at the Hiring Hall for 08h00 and for pre-assignment at 13h00 and/or 19h00.

- d) When there is a reduction of manpower going into a meal hour work through the employees to be reduced will be those in the positions being reduced irrespective of their positions on the Pick List. However, within a unit, a Union man will be entitled to displace non-union men. ** Irrespective of the above, there is no displacing between units. A Union member released at 23h00 or 04h00 may displace a non-union employee at 23h00 or 04h00.
- e) The parties hereby agree that the availability and acceptance of work assignments by employees is essential to the effective operation of the central dispatching system. In addition, it is agreed that employees will give as much advance notice as possible when they are unavailable. It is further understood that an employee is required to stay with a work assignment subject to the provisions set forth herein. The Companies will endeavour to inform the crews as soon as possible for a work through.

30:06

- a) To be reinstated into the Dispatch System an employee must call the Dispatch Office by the following times:

for 08h00, 09h00, 10h00 & 11h00 start	by 15h30 previous day
for 13h00 & 16h00 start	by 10h30 same day
for 19h00 start	by 15h30 same day
for 24h00 start	by 15h30 same day
- b) Nothing herein contained in any way restricts or limits the basic rights, obligations and responsibilities of the parties arising from their collective bargaining relationship and the collective agreement.

30:07

- a) The earnings to be used for the purposes of dispatching labour, as referred to above, shall be comprised of earnings for all regular work assignments recorded on the Maritime Data Center payroll records. Earnings received for replacement assignments and work assignments received through the Dispatch Center log-in will not be charged. The charging for missed work opportunity shall be based on the appropriate wage rate and guarantee for each work period involved. Filling jobs from the Hall that are a Short or Extra are not considered a Freebie.
- b) An employee who is unavailable for a period exceeding thirty (30) days for reasons other than sickness or Worker's Compensation shall, for the period of unavailability in excess of thirty (30) days, upon his return be placed on the port wide list at high man plus \$1.00 for one (1) week. New union members and members returning to work after a period of unavailability of one (1) year or longer will be placed on the port wide list at high man plus \$1.00 for two (2) weeks.
- c) An updated earnings list based on the foregoing shall be published weekly and shall be utilized for the period from 08h00 Sunday to 08h00 the following Sunday.

30:08

- a) When reducing from a three (3) place multi to a two (2) place multi the following shall apply:
Delivery men, two (2) crane drivers, hatch tender and two (2) hold men are released. The second (2) low slingers from the hatch being reduced will be transferred to the other two (2) hatches.
- b) When reducing from a two (2) place multi to a one (1) place multi the following shall apply:
Delivery men, two (2) crane drivers, hatch tender and two (2) hold men of the hatch being reduced are released. The third (3) low slingers from the hatch being reduced will be transferred to the other hatch.
- c) When reducing from a three (3) place multi to a one (1) place multi the following shall apply:
Delivery men, four (4) crane drivers, two (2) hatch tenders and four (4) hold men are released. The fourth (4) low slingers from the hatches being reduced will be transferred to the other hatch.
- d) In applying the above (a, b & c) Union men will replace non-Union men (not optional) and non-union men will be released by pick number.

30:09

- a) Any company, which decides to have a 19h00 all-nighter or a midnight start, may elect to 'HOLD IN' BWF members. In such a case, high BWF members will be held in from pre-day and pre-period dispatches. The number of men held in shall be a minimum of 50% of the total required for the all-nighter or midnight start. However, the number of men held in shall not exceed 50% of the BWF's total.

There are two (2) times when a company may be required to hold in men:

- At 16h30 for 19h00 or a Midnight Start the next day.
 - At 11h00 for 19h00 or a Midnight Start the same day (provided the employees HELD did not already work 08h00-12h00)
- b)
 - 1) Extras (over and above the BWF members held in) required for an all-nighter or midnight start are pre-assigned as follows:
 - i) Union members who have not worked today and not assigned for 08h00 the following day.
 - ii) Union members who have worked today and voluntarily called in by 15h00 and are not assigned for 08h00 the following day.
 - iii) Union members who have not worked today and voluntarily called in by 15h00 and are assigned for 08h00 the following day. These members will be replaced (if worked all night) at 08h00 the following day by eligible BWF members or through the hiring hall.

- iv) Union members who have worked today and voluntarily called in by 15h00 and are assigned for 08h00 the following day. These members will be replaced (if worked all night) at 08h00 the following day by eligible BWF members or through the hiring hall.
- v) Linesmen and Gear Mechanical Repair can be dispatched to an all-night order before jobs are split. Members of other Classifications are only assigned to the all-night order if no General Longshore Workers are available for the first half.
- vi) See Article 30.03 b) 1)

If a shortage exists at this point, the remaining jobs are each split in two parts (The first half of an all-nighter and the second half of an all-nighter.)

- The first half jobs (19h00 - 23h00) will be filled by pre-assigning the lowest union members who were ineligible for an all-nighter but are eligible for a half nighter.
- The second half jobs and unfilled first half jobs will be filled from the Hiring Hall.

- 2) Extras (The second half jobs, unfilled first half jobs and/or replacements for and DNS's) will be filled from the hiring hall as follows:

Union Members

For all-nighters (replacing Refusals/DNS):

- i) Union members who have not worked today and are not assigned tomorrow.

For all-nighters and/or second half shorts (24h00 - 04h00):

- ii) Union members, who have worked today, voluntarily called in by 15h00, and are not assigned tomorrow.
- iii) Union members, who have not worked today, voluntarily called in by 15h00, and are assigned tomorrow.
- iv) Union members, who have worked today, voluntarily called in by 15h00, and are assigned tomorrow.
- v) Union members who have worked today, have not called in by 15h00, and are not assigned tomorrow. These members may elect to log in at the hiring hall 18h15 - 18h30 to be dispatched either for all night or (if previously assigned for a half night, other than in the case of a vessel finishing) for the second half of the all-nighter by advising the dispatcher they want to bump a non-union at midnight. Upon completion of the hiring hall, the dispatcher will advise the company of the job to be bumped.

- vi) See Article 30.03 b) 1)

For the unfilled first half jobs (19h00 - 23h00): Lowest union men who were ineligible for the all-nighter but are eligible for a ½ night.

Cardmen

For all-nighters:

- i) Cardmen who have not worked today and are not assigned tomorrow.
- ii) Cardmen who have worked today ("logged in" at the hiring hall for "all night") and are not assigned tomorrow.
- iii) Cardmen who have not worked today ("logged in" at the hiring hall for "all night") and are assigned tomorrow.
- iv) Cardmen who have worked today ("logged in" at the hiring hall for "all night") and are assigned tomorrow.

For the unfilled first half jobs (19h00 - 23h00): Lowest Cardmen who were ineligible for an all-nighter but are eligible for a ½ night.

For the second half jobs (24h00 - 04h00): These jobs will be filled from the men remaining in the hiring hall after completion of filling the midnight jobs and all-night jobs.

- 1) In the event the all-nighter or midnight start order is cancelled prior to 16h00, the BWF members HELD IN will be compensated for the missed work opportunity (08h00 - 12h00 and/or 13h00 - 17h00) at the appropriate rate of pay.
- 2) In the event the all-nighter is reduced to a half nighter prior to the completion of a vessel, the men ordered will be compensated for the period 24h00 - 04h00 at the appropriate rate of pay.
- 3) In the event of a work through to finish the vessel, the men shall be paid for time involved or the equivalent of the appropriate rate for the 24h00 to 04h00 period.

Note: All night refers to work beyond midnight.

c)

- 1) Should an employee be held in for an all-night order (19h00) they may elect to make himself available for work at 08h00 or 13h00 on the day they are held in by informing the Dispatch Office and being made available for a pre-period dispatch or by logging into the Hiring Hall.

- 2) Should an employee be held in for a midnight start he may elect to make himself available for work at 08h00 or 13h00 on the day he is held in by informing the Dispatch Office and being made available for a pre-period dispatch or by logging into the Hiring Hall.
- 3) Should an employee work past 18h00 he will be replaced by the next person on the earnings list who is not working the first half of the all-night order. This person will be able to take his held in job at midnight.
- 4) Should an employee work past 23h00 he will be replaced by the next person who has made himself available for the all-night order or midnight start. If this condition is not met, then the job will be filled from the Hiring Hall.
- 5) The order of sequence to replace these jobs, should the employee work through past the hour shall follow Article 30:03 b) 1).
- 6) Should an employee that is held in for an all-night order or a midnight start work in the day or a half night and for no other reason other than an emergency not take his held in order, he shall be suspended for forty-eight (48) hours and be charged with twenty-four (24) hours of earnings. **NOTE:** Failure to take your all night or midnight start order after being held in, will not have this applied as a penalty as per 30:01 d) definitions. It is the parties intent that these two documents are separate and distinct.

30:10 Linesmen, Full-time Union Trainer, and Officers of the Union must make themselves available through the Dispatch or Hiring-Hall to seek work outside. Once they have made themselves available, they must accept all assignments for which they are qualified.

30:11 If a Union Member is not pre-dispatched at 08h00 the next day and a non-union employee is pre-dispatched to an All-Nighter job and there are no known jobs at the Hiring Hall with the Union Member's skills, then the Union Member will go to the highest skill priority on their skill set within their classification and Dispatch priority to which a non-union employee has been pre-dispatched to. The non-union employee in that skill will be displaced and moved to the highest non-union employee skill position and the highest non-union employee will go home.

If a Union Member worked All-Night and wants to work a double at 08h00 and there are no known jobs at the Hiring Hall with the Union Member's skills, then the Union Member will go to the highest skill priority on their skill set within their classification and Dispatch priority to which a non-union employee has been pre-dispatched to. The non-union employee in that skill will be displaced and moved to the highest non-union employee skill position and the highest non-union employee will go home.

For greater clarity this is not limited to the union members classification and does not apply to union members who are booked off.

Article 31 – New Operations

31:01 In the event, during the term of this collective agreement, a new operation is to be introduced that is not covered by this agreement, then the following shall apply:

- a) Management shall provide the Union with as much advance notice as possible. Such notice shall include pertinent data relating to the operation.
- b) Thereafter, the parties shall meet within one week to discuss the terms and conditions which should govern the new operation.
- c) In the event the parties are unable to reach agreement within an additional two weeks, or such longer time as may be agreed to by the parties, the matter may then be referred to arbitration by either party, by invoking Step III as set forth in Article 7:02 a) herein.
- d) The arbitrator shall examine the matter(s) in dispute and render a decision, based on the best interests of the Port of Saint John.
- e) It is understood that any agreement reached between the parties or as a result of arbitration, as referred to above, shall be deemed to become part of this collective agreement.

In the event the matter is not finally resolved, as provided for above, prior to the planned start-up of the new operation, then, such operation shall commence in accordance with Management's determination until such time as final resolution on the matter is obtained.

Article 32 – Seniority

32:01

- a) In all cases wherein seniority or date of admission to a basic work force is the determining factor it is understood that Union members in category "A" shall have priority over those in category "B", who in turn shall have priority over those in category "C" and so on.
- b) In the event an employee who is a member of a basic work force can no longer perform his regular work for medical reasons, he shall be entitled to exercise his seniority to displace an employee of a lower category (A, B, C, etc.) whose work he is qualified and able to perform; if no such opportunity exists, and his only option would be to leave the labour force, then Management undertakes to train the employee for work he is able to perform and for which there is a need.
- c) On April 1st of each year, any positions in basic work forces that are held by employees in category "B" shall be posted and an employee in category "A" may, subject to his seniority,

qualifications, and ability, displace a "B" employee whose position generates greater earnings than the position held by the "A" employee., (A, B, C, etc.).

- 32:02** As soon as possible following the signing of this collective agreement, the Union will provide Management with a list of their members as of the date of the signing in the order of and showing each member's seniority date and membership category. Thereafter, the Union undertakes to advise Management in writing of any additions or deletions to such list.

Article 33 – Health and Safety

- 33:01** When a hatchtender cannot be seen by the winchman/crane driver an extra man shall be employed to give signals.
- 33:02** Hatch beams must be taken off or bolted or properly secured when men are working in the hold. Furthermore, whenever gasoline or diesel burning lift-trucks are operating in the hold and the hatch covers are clear of cargo, then the hatch should be fully uncovered.

Article 34 – Working Conditions

- 34:01** When a unit is ordered out to work, it shall not be replaced during that period, but a Company may, at any time, transfer such work unit to work on another vessel under its control.
- 34:02** When two (2) automatic grain-trimming machines are being used in one (1) hatch, they shall not be less than twenty-five (25) feet apart.
- 34:03** No man shall remain in the hold of a ship while grain is running, except when automatic grain trimming machines are in use.
- 34:04** When extra winchmen are required due to using double winches with steam guys, then extra men shall be employed.
- 34:05** Management agrees that split falls will not be used at the Port of Saint John, N.B.
- 34:06** Any ship loading or unloading using ships' gear (i.e., winches or cranes) three (3) men to be employed on each working hatch, year-round.
- 34:07** Management agrees that during the period from April 1st to November 30th, when men will be required to work in a Reefer Hatch, then, in placing orders under the terms of this agreement, such orders shall include advice to this effect and, during a work period, men will not be required to shift from a regular hatch to a reefer hatch unless such advance notice was given.

- 34:08** It is agreed that when loading bagged flour which is being machine stowed on the vessel, and where there is spillage of bags, then notwithstanding the provisions of 23:01b) 3), during such machine stowing one (1) extra man shall be employed and not less than six (6) men will be in the hold.
- 34:09** Employees ordered for shiploading/discharging work will not be transferred to non-ship work within the same work period following commencement of their ship loading/discharging work. (This does not apply to ship work at a bulk potash terminal or container ship work at a container terminal as referred to in Article 29).

Article 35 – Job Classifications

90	WB_T	Walking Boss TSC
100	WB_DP	Walking Boss DPW
110	WB	Walking Boss
120	FM_TERM	Terminal Foreman
130	FM_T	Foreman with TSC
140	WB_Q	Walking Boss QSL
150	FMPOT	Foreman recognized by Potash
160	FM_Q	Foreman recognized by QSL
170	FM_DP	Foreman recognized by DPW
180	FM_L	Foreman recognized by Logistec
190	FM_SC	Foreman on SCRAP Vessel
210	CONTC	Container Crane Operator
220	MUNCR	Munck Loader Operator
230	MULTI	Multi-Lift Crane Operator
240	SHIPC	Ship Crane Operator
250	SHIPP	Shiploader @ Potash
260	PHATCH	Potash HATCH
270	BULKCR	Bulk Crane
280	SCRAP	Ship crane on Scrap Metal
290	MUNCSC	Munck Scrap Operator
300	LAVGLS	Light Armour Vehicle - GLS
310	LOCO	Locomotive Driver
320	SWITC	Switchman @ Potash
330	EXCAV	Excavator

340	PAYLO	Payloader/Front End Loader
350	COCAR	Reach Stacker
360	LINDE	Large Forklift - Pulp
370	RAIL	Removing/Loading Railcars
380	MOBCR	Mobile Crane
390	WINCH	Winch Operator
400	GANG1	FMT Gangway
410	BULDO	Bulldozer Operator
420	BULDHO	Bulldozer Operator HOLD
430	PAYCK	PetCoke Payloader
440	SEMRO	Truck (RO/RO Operation)
450	HVLIF	Heavy Lift Operator
460	TRACO	John Deere Tractor
470	HATCH	Hatch Tender
510	GEAR	Gearman
520	CLAMP	Lift Truck w/ Clamp
530	ELEV	Elevator Operator
540	STACK	Stacker
550	WCLAM	Woodpulp Clamp
560	SCRUB	Scrubber
570	POTSW	Potash Sweeper
580	BAND	Unitizer
590	HLIFT	Lift Truck (Hold)
600	HLIFTR	Hold Lift for RO-RO
610	ZOOM	Zoom boom
620	MANBOX	Manbox
630	SLIFTT	Shore Lift TSC
640	SLIFT	Lift Truck (Shore/Brow)
650	SEMSD	Truck w/ Std Trans
660	CCONV	Pet. Coke Conveyor Operator
710	SEMAT	Truck w/ Auto Trans
720	GEART	Gear Tradesman
730	BOBCAT	Bobcat Sweeper
735	TERM	Termite
740	HOLD2	273 Hold (working w/ Shipliners)
750	TUNNEL	Tunnel Man - POT/T

760	DUMPER	Dumper House - POT/T
770	CHOLD	Custom Holdman
780	HOLD	Holdman
790	TARP2	Tarping 2
800	TARP1	Tarping 1
810	HOLDR	Hold Skill for RO-RO ship
820	SLINGT	Slingman TSC
830	SLING	Slingman
840	SPOTR	Spotter
850	POTSH	General Labourer - POT/T
860	ELECT	Electrician TSC
870	ELEC	Electrician
880	MECHT	Mechanic TSC
890	LAVGMR	Light Armour Vehicle - GMR
900	MECH1	Heavy Equip. Mechanic
910	MECNO	General Mechanic
920	MILLWR	Millwright
930	DIATECH	Diagnostic Technician
1010	LINEST	Linesmen TSC
1020	LINES	Linesman
1030	MOOSE	Cherry Picker
1040	SINSP	Sling Inspector
1050	FALL	Fall Arrest Gear
1070	PETCK	PetCoke General
1080	FISHML	Available for Fishmeal

CHECKERS

Article 36 – Recognition

36:01 The parties agree that for the purpose of this agreement, manifest clerks and office employees will mean only OFFICEMEN, as defined in Article 38 (Job Classification & Duties).

36:02

- a) Management agrees that on all vessels, barges and in all sheds and on all piers and open cargo storage areas, and on all terminals falling within the geographical limits of the Port of Saint John where cargo/wares under the control of the employer is to be weighed, checked, repaired, banding in connection with cargo repairs or repackaging, except for unitized woodpulp, sewed, painted, stencilled, marked, cleaned, tallied, stowed, signed for, taped, rebagged or repacked, tied, received from or delivered to any form of carrier, these functions will be performed by members of the Union. Cargo repair and cleaning referred to herein is exclusive of containers. In addition, subject to the aforementioned conditions of Article 36:05 the sorting of cargo (subject to Article 38:04 herein); the operations of platform scales (controlled by Management) for the weighing of containers and cargo; and the labelling and/or stencilling of containers (as in past) is included as Classification work.
- b) Management will not sub-contract any work specifically covered by this agreement.

Article 37 – Hours of Work and Order Times

37:01 Work periods and meal hours shall be as follows:

a)

<u>WORK PERIODS</u>	<u>MEAL HOURS</u>
from 08h00 to 12h00	12h00 to 13h00
from 13h00 to 17h00	17h00 to 19h00
from 19h00 to 23h00	23h00 to 24h00
from 24h00 to 04h00	04h00 to 08h00
*from 24h00 to 08h00	04h00 to 04h30

b)

<u>*SHIFTS</u>	<u>½ HOUR MEAL PERIOD TO START</u>
from 08h00 to 16h00	Between 11h30 and 13h30
from 16h00 to 24h00	Between 19h30 and 21h30

from 24h00 to 08h00

Between 03h30 and 05h30

*It is understood that both the midnight start, and the option of shifts apply only to terminal operations, roll-on/roll-off operations, non-ship work and container ship work. Companies would decide whether to work either four (4) hour periods or eight (8) hour shifts for the next 24-hour period for work beginning each day at 08h00. Companies would be able to work a combination of four (4) hour work periods and eight (8) hour work shifts during a vessel, provided they comply with 24-hour commitment noted above.

Pay – See Article 17

- c) Shift options for all cargo operations, with the exception of the Mechanized Bin Shredded Scrap operation will have the option of the following shifts, for the start of a vessel only:

ROLLING STARTS

½ HOUR MEAL PERIOD

09h00 to 17h00

Between 12h30 and 13h30

10h00 to 18h00

Between 13h30 and 14h30

11h00 to 18h00

Between 14h00 and 15h30

Pay

Monday to Friday

8 hours at the basic hourly rate

Saturday

8 hours at 1.5x the basic hourly rate

Sunday and Holidays

8 hours at 2x the basic hourly rate

It is understood that orders for this shift arrangement will be placed at the regular ordering times as outlined in the Collective Labour Agreement.

Rolling starts covered under 37:01 c) may be worked in combination with the four (4) hour Work Period from 19h00 to 23h00.

- 37:02** Employees required to work through any meal hour(s) shall be paid the appropriate meal hour rate for such hour(s) and the greater of such meal hour rate or double the prevailing rate for the succeeding work period until relieved for meals. Employees shall work through the meal hour(s) when and as ordered by Management.

37:03 Order Times:

Orders for men will be placed on the following schedule:

a)

<u>Men required to start at</u>	<u>Orders to be placed by</u>
08h00	16h30 (preceding day)
13h00	11h00
19h00	16h00
24h00	16h00

OF IF SHIFTS ARE TO BE WORKED

b)

<u>Men required to start at</u>	<u>Orders to be placed by</u>
08h00	16h30 (preceding day)
13h00	11h00
24h00	16h00

37:04 In the event Management orders labour under its agreement with ILA Local 273 General Longshore in advance of the times set forth therein, then such advance ordering times shall also apply to ordering those members of ILA Local 273 Checkers Classification to perform ship work together with labour from ILA Local 273 General Longshore.

37:05 Checkers to be informed a half ($\frac{1}{2}$) hour before the expiry of the last working period of the day if they will not be required for the first call of the following day.

37:06 Orders for men required to start at 19h00 or midnight Saturday and 08h00, 13h00 or 16h00 Sunday must be placed by 16h30 on Saturday; orders for men required to start at 19h00 or midnight Sunday and 08h00 Monday must be placed between 15h30 and 16h30 on Sunday.

37:07 Intermodal Business at Brunswick Terminals Inc., The operator shall have the right to commence work at 06h00 prior to the start of the regular start time of 08h00. The two (2) hours worked will be paid at the two times the rate the employee will be receiving at 08h00 that workday. It is understood that any person working this arrangement will not be required to work past 17h00 except in the case of a work through.

It is understood the work to be done during this period will not encompass any work at the Forest Products Terminal, refrigeration pre-trip station or any ship loading at Brunswick Terminal.

Intermodal work is defined as rail traffic of containers and vans that are not imported or exported by vessel.

It is understood that the 06h00 – 08h00 period can only be ordered when there is intermodal work as defined above. Work during this period is limited to all rail and associated intermodal truck traffic.

Employees commencing at 06h00 will be guaranteed six hours work at the appropriate rate above.

- 37:08** The Salt Operation at the Potash Terminal will have the right to commence work one (1) hour prior to the regular starting time of 08h00. The one (1) hour worked will be paid at the two times the rate the employee will be receiving at 08h00 that workday. It is understood that the low man will always be utilized for this job function. The positioning of the Tripper will be done by Longshoremen. Further, it is understood that trucks dumping salt will cease while the employee is positioning the Tripper.
- 37:09** Office Checkers may be brought in prior to the start of the work period to receive instructions. For these purposes, they will be paid a minimum of one-quarter (1/4) hour at double the rate of the upcoming period.

Article 38 – Job Classification & Duties

- 38:01** The Port of Saint John Employers Association agrees to the following job classifications on the dock: officeman, stowageman, head checker, weigher and sampler, cargo repairman and checker.
- 38:02** It is understood and agreed that the classification of officeman applies only to the dock offices of contracting stevedoring companies and terminal operators. It is understood and agreed that a company which leases or occupies office space on the dock but does not perform contracting stevedoring or terminal operating work, shall not be bound by the provisions of this agreement. Unless specifically authorized by the individual company, the classification of officeman, as set forth above, excludes timekeeping, payroll and related functions, secretarial, administrative office and clerical functions, stability calculations and work relating thereto and cleaning as well as any third-party relationships.

38:03 The parties agree that for the purpose of establishing the foregoing classifications, employees must be able to perform the following functions. It is understood that these descriptions are in no way limiting to the work they may be directed to perform.

- a) Stowagemen: To supervise and oversee the loading and placement of all cargo on board a vessel, etc., and to maintain a daily record of same.
- b) Head checkers: To supervise and ensure checkers perform their duties in accordance with Management's instructions.
- c) Weighers and samplers: To weigh, sample, examine and test any and all cargo which requires these services.
- d)
 - 1) Cargo repairmen: To repair, band, sew, paint, stencil, clean off, tape, re-bag or repack and tie all cargo which requires these services.
 - 2) It is agreed that when members of ILA Local 273 Checkers are employed to tend heaters for the purpose of protecting cargo, they may be employed on a shift basis, subject to a minimum four (4) hour guarantee. In such cases, the shifts shall be from 07h00 to 19h00 and 19h00 to 07h00. In the event such shifts are utilized, the rates of pay shall be as follows:

07h00 to 19h00 Mon to Fri	Basic hourly rate
19h00 to 07h00 Mon to Fri	1.5x the basic hourly rate
07h00 Sat to 07h00 Sun	1.5x the basic hourly rate
07h00 Sun to 07h00 Mon	2x the basic hourly rate

It is understood that the basic hourly rate is as set forth in article 10:01 herein.

It is further understood that such men may be worked on a combination of shifts and work periods set forth in article 37:01 a) and b), at Management's discretion.

- e) Checkers: To receive from or deliver to any form of carrier all cargo, sign all carriers' bills, examine, and notate all damaged cargo and check and tally all cargo.
- f) Officemen: Will carry out all forms of cargo documentation done in a dock office and other related duties, as instructed by Management, to the extent outlined in this section.
- g) Yard Planner: The work of Yard Planner at a container terminal shall mean that, in accordance with management's instructions, ensuring the terminal lay-out is done according to plan through directing and recording:

- i. the placement of export and import containers.
- ii. the movement of grounded and outstanding export and import containers in container yard.
- iii. the movement of containers to/from the shed.
- iv. the movement of containers in the "Reefer Station" operation.
- v. the repositioning of over-height and dimensional containers, after they have been placed, is not yard planner's work. It is, however, bargaining unit work.
- vi. the requirement to move or retrieve a container at the direction of the Canadian Boarder Service Agency (CBSA) and/or the Police when a yard planner is not employed may be undertaken by any checker in accordance with management's instruction other than those in designated positions.

It is agreed that the work of a Yard Planner is limited to work as outlined above. In addition, the Yard Planner may occasionally verify a container number or seal, and in addition may drop containers and move restows on the Pier. This is not solely the work of the yard planner; however, it is bargaining unit work.

38:04 The companies agree that during the life of this agreement, they will follow the customs and practices with regard to the employment, as set forth above, of members of the Union which have applied in the past, including the work of sorting.

- a) It is agreed that the following customs and practices with regard to employment of members of the Checker Classification will be waived:
 - 1) The employment of a head checker solely for the purposes of placing orders for members of the Classification.
 - 2) Employment of a head checker when less than eight (8) checkers and /or coopers are employed by a company.
 - 3) Employment of a legman at a container terminal.
 - 4) Employment of a floorman other than when required by management.
- b) The parties agree the employer has the right to change the customs and practices with regard to employment effective January 1, 2008, subject to preserving work jurisdiction of the Checkers Classification.

38:05 The Port of Saint John Employers Association agrees that officemen, stowagemen, head checkers and weighers and samplers shall be responsible to the companies' representatives on the job and that cargo repairmen and checkers shall be responsible only to the head checker. In the event of a job not requiring a head checker, they will then be responsible to the companies' representatives.

For any work period that a company has eight (8) men employed as checkers and/or coopers, as defined in 38:03 d) and e) above, then a head checker, as defined in 38:03 b) above, shall be

employed. The Head Checker of a basic work force will be exempt from equalization. The head checker will continue to work with Management, in placing orders, when he is employed.

38:06

- a) Notwithstanding all the foregoing, employees will receive applicable premium pay for the call period but will be expected to perform any duties in any classification for which they are qualified.
- b) Flexibility: On the understanding that flexibility does not impose or infringe on the members primary job duties and responsibilities, members of the Checker/Cooper Classification agree to be flexible during a work period between Checking and Coopering duties provided the member has the required skill and it does not warrant the hiring of another member. It is further understood that this provision does not permit the skipping of members due to a member not having the required skill.

It is agreed that:

- 1) The placing of placards on containers and traditional minor paint-offs is work that may be performed by any member of the Checker/Cooper Classification. A member with the Cooper classification will perform major paint-offs requiring an extended amount of time.
- 2) Any member of the Checker/Cooper Classification who is employed during a work period may perform the function of remarking cargo. However, any stenciling, labeling, or repairing of cargo involving the use of dyes, ink, brushes, or other tools will be performed by members with the Cooper classification.
- 3) Minor roll repair, defined as minimal taping on rolls with small cuts or nicks may be performed by any member of the Checker/Cooper Classification who is employed during the work period.
- 4) The cutting of bands and unitizing wire from cargo for disposal shall be performed by a member of the Checker/Cooper Classification with the Cooper classification during the work period.

38:07 It is agreed that, at a container terminal operation, a relief checker shall be employed for each working crane. The relief checker will carry out his duties as in the past.

38:08 Checkers will be required to mark or remark forest products cargo while receiving cargo from inland carrier subject to Article 38:06 b).

38:09 When work volume does not warrant the hiring of a floorman, Checkers will be required to perform floorman duties. The floorman will be considered a checker for the purposes of employing a head checker as defined in Clause 38:05.

38:10 When working breakbulk cargo vessels, the companies agree to employ a minimum of (1) one checker when working one gang on a vessel and a minimum of two (2) checkers when working two (2) or more gangs on a vessel.

38:11 It is agreed that all Checking, Weighing and Sampling work, at the Potash Terminal, will be done by the ILA Local 273 Bargaining Unit working under the supervision of SGS and management. The ILA local 273 duties shall be as follows.

Rail Operation:

- Recording cargo documentation including date, times, car numbers, grades, dump times and shed location.
- Both ILA and SGS will take samples according to sample collecting procedures.

Ship Operation:

- Label and record sample collection bags under SGS supervision
- Both ILA and SGS will take samples according to sample collecting procedures.

38:12 Job Classifications

10	YARDPL	Yard Planner
20	OFF_GATE	Office Gate
30	OFF_BULK	Office Bulk Cargo
40	OFF_SHIP	Office Ship
50	STOWT	Stowage Man TSC
60	SENDT	Sender TSC
70	YARDT	Yardman TSC
80	FLORT	Floor Planner TSC
200	HEADT	Head Checker TSC
480	CHECKP	Checker @ Potash Term.
490	CHEKT	Checker TSC
500	CHECK	Checker
990	COOP2	Cooper with SLIFT skill
1000	COOP	Cooper
1060	REWRAP	Checkers Rewrap

Article 39 – Guarantees

- 39:01** Subject to Article 37:01 of Article 37, a minimum of four (4) hours pay, in accordance with the attached schedule, shall be paid by Management on each call of the day except that Management guarantees to pay a minimum of eight (8) hours pay, as per the attached schedule, for work commencing at midnight and work associated with Article 37:01 c). However, notwithstanding the above, when weather conditions prevent work from starting or a vessel fails to arrive due to circumstances beyond local control, Management may, on any call of the day, release the men at the start of the period and pay three (3) hours pay or require the men to stand-by, in which case they shall be entitled to four (4) hours pay eight (8) hours pay in the case of a midnight start, and /or work associated with Article 37:01 c).
- 39:02** Any employee who refuses to stand-by, start or continue to work as directed by Management shall not be entitled to the guarantees provided herein and shall be paid only for the time actually worked.
- Furthermore, if while standing by men refuse to proceed to work as instructed by Management, they shall be paid for only one half (½) of the time they stood by in addition to time actually worked, subject to Article 39:03.
- 39:03** When men have worked past the hour, they shall be paid for the quarter hour, and if past the quarter hour, they shall be paid for the half hour, and if past the half hour, they shall be paid for the three-quarter hour, and if past the three-quarter hour, they shall be paid for the full hour.
- 39:04** Men shall not leave work before completion of a period, except with the consent of their immediate supervisor.
- 39:05** When a person is ordered for work for a call period there shall be no cancellation for that call period, subject to Article 39:01.

Article 40 – General

- 40:01** Forterm will provide heated shacks as in the past. Other employers will provide heated shelters as determined necessary during the winter months.
- 40:02** The position of "Floorman" will continue to be utilized by Forterm as in past.

Article 41 – Wages and Fringe Benefits

41:01 Yard planner, stowagemen, officemen and head-checkers shall receive an additional one dollar (\$1.00) per hour over schedule rates and the "sender" at Brunswick Terminals shall receive an additional fifty cents (\$0.50) per hour over schedule rates.

It is understood that the foregoing premiums are non-pyramiding.

41:02

- a) The rates of pay, as per Article I in the appropriate appended schedule, shall be paid for handling general cargoes.
- b) The rates of pay, as per Article II in the appropriate appended schedule, shall be paid for handling bulk cargoes.
- c) The rates of pay, as per Article III in the Schedule of Wages, shall be paid to members of the Union who manhandle or who check unwrapped hides, phosphate and tankage in bags, lampblack, cement, slag, bird lime in bags, and tapioca flour; or members of the Union who check refrigerated cargo in a refrigerated compartment at 30 F or lower.
- d) The rates of pay, as per Article IV in the Schedule of Wages, shall be paid to members of the Union who manhandle or check Hazardous Cargo including aeroprills and nitraprills.
- e) The rates of pay, as per Article V in the Schedule of Wages, shall be paid to members of the Union checking and handling dangerous explosives.

For the purpose of this agreement, the term "dangerous explosives" is defined as cargo of an explosive nature that, under Government regulations, has to be carried in a specially constructed magazine on board ship. The term "explosives" does not include small arms ammunition or unfused shells. If it is necessary to check on a vessel cargo which is being loaded into the same hatch after "explosives" have been loaded into the magazine, the same rates shall apply to the checking of such other cargo.

Article 42 – Dispatch System

42:01

- a) Subject to the provisions of this collective agreement as well as the required qualifications and ability, it is understood that with respect to the dispatching system set forth in Article 42 herein, Union members in category "A" shall have preference over those in category "B" who in turn shall have preference over those in category "C" and so on.
- b) The parties agree that the dispatching system shall provide "pre-period" dispatching for all work assignments for Union Members and White Card employees of ILA Local 273 Checkers at 08h00, 13h00, 19h00 and 24h00 based on the present times at which Companies order labour as set forth in Article 37:02.
- c) The pre-period dispatch for orders at 08h00, 13h00, 19h00 and 24h00 as referred to above, the parties agree that in the case of Union members and White Card employees, the charging of earnings for assignments, worked or missed shall apply only for pre-period dispatch assignments and shorts.
- d) Definitions

Book-Off – A Book-off occurs when an employee books-off at least 30 minutes before ordering times as defined herein. An employee will be charged for the time they would have worked. Book-offs will not be accepted after 30 minutes before ordering times.

Late Book-Off – A Late Book-off (LBO) occurs when an employee refuses an assignment that is on the tape after ordering times, as defined herein until the start of a work period as defined herein. An employee will be charged for the time they could have worked. First and second late book-off – charged with missed work opportunity. Third, fourth and fifth late book-offs within a six-month period – suspended for 48 hours and charged 32 hours at the appropriate rate. Each subsequent late book-off within a six-month period will mean a one-week suspension from work in addition to being charged for missed work opportunity or a minimum of 40 regular hours being charged. Each LBO will be counted as an Incident.

D. N. S. – DNS occurs when an employee fails to report for work without notifying the employer or the Dispatch Center in advance. Each DNS will mean a 48-hour suspension in addition to being charged 32 hours at the appropriate rate. Six D.N.S.'s within a six-month period will mean a two-week suspension from work in addition to being charged for missed work opportunity or a minimum of 80 regular hours being charged. Each DNS will be counted as an Incident.

To be reinstated the employee must contact the Dispatch Center as outlined in article 42:06 a)

Hiring Hall Refusal – Hiring Hall Refusal (HHR) is a refusal of an assignment after logging into the Hiring Hall. Up to three Hiring Hall Refusals will be charged for missed work opportunity and

suspended for 24 hours. Each subsequent Hiring Hall Refusal within a six-month period will mean a one-week suspension from work in addition to being charged with missed work opportunity or a minimum of 40 regular hours being charged. Each HHR will be counted as an Incident.

Work Site Refusal - A Work Site Refusal (WSR) is an employee who refuses, to be switched at the work site after the start of the work period. First and second Work Site Refusal – charged with missed work opportunity and suspended for 24 hours. Each subsequent Work Site Refusal within a six-month period – suspended for 48 hours and charged 32 hours at the appropriate rate. Six or more within a six-month period will mean a two-week suspension from work in addition to being charged for missed work opportunities or a minimum of 80 regular hours being charged. Each WSR will be counted as an Incident.

Six (6) overall incidents in a six-month period* will mean a one-week suspension from work in addition to being charged for missed work opportunity or a minimum forty (40) regular hours being charged. The suspension will commence on the sixth incident and each subsequent incident.

Six (6) DNS's and/or WSR's in a six-month period* will mean a two-week suspension from work in addition to being charged for missed work opportunity or a minimum forty (40) regular hours being charged per week. The suspension will commence on the sixth DNS and/or WSR's and each subsequent DNS and/or WSR's.

*It is understood to mean that each year will be broken into two six-month segments, the first from January to June and the second from July to December.

Short – Short occurs when a labour requirement exists and there is no labour available from the Union pool for pre-assignment because the pool has been exhausted. This job is not considered free from the Hiring Hall.

Extra – Extra occurs when there is a labour requirement in addition to the Company's Basic Work Force. This job is not considered free. However, an unforeseen extra from the Hiring Hall is considered free.

Replacement – Replacement is labour that replaces a DNS, LBO or Refusal. This job is considered free. (Exception – man who called in by 3pm for all night, this job is not considered free).

Double – Double occurs when an employee has worked i.e., any period within a day, elects to log in for an all-nighter, and is dispatched for the all-night job or the second half of an all-nighter. At this point they have worked a double and is not eligible to work again until 19h00 the same day. Should the all-nighter or the second half of an all-nighter only go to 04h00, the employee may call to make themselves available or can log in at the Hiring Hall for 13h00 and will be dispatched at the end of his respective group. If an employee has not worked during the day and is not assigned the next day, is dispatched to an all-nighter, they can then elect to log in

at the Hiring Hall for 08h00 and/or 13h00 and if dispatched for either period, can log in for the half night (19h00 – 23h00), they are considered to have worked a double. Should they be dispatched for any of the above, they must report back to the hiring hall or call to make themselves available for dispatching for 13h00 and 19h00 (½ night) periods at which time they will be dispatched at the end of his respective group.

Interjurisdictional Checker Reserve – Members made up of the General Longshore, Shipliners, Linesmen and Gear Mechanical Repair Classifications who possess the “SENDT” checking skill. This reserve pool will be limited to ten (10) members.

Port-Wide Secondary Hiring Pool – New Union members who are removed from Basic Work Forces because the average is less than 413 hours per calendar quarter.

42:02

- a) The parties agree that the Hiring System shall remain in effect except as otherwise specifically modified by these rules or as otherwise determined by the Joint Manpower Committee.
- b) The current provisions with respect to the hiring of basic work forces remain intact and unchanged.
- c) There shall be a centralized dispatching system solely for the purpose of dispatching extra men and replacements (subject to Article 42:02 b) above).
- d) The operation of the central dispatching system, including the determination of the facilities and equipment to be used, as well as the priority of work, shall be the responsibility of Management.
- e) The dispatching of labour through the central dispatching system shall be done in two phases:
 - 1) on a pre-period, basis utilizing a telephone based and modern communication system through which Union Members and White Card employees may obtain notice of their respective work assignments.
 - 2) from a Hiring Hall where labour required for orders not filled through (1) above, replacements for men who failed to report for work as assigned and unforeseen needs, shall be filled. In the case of "unforeseen needs", the Union will be advised of the details.
- f) In each phase of the central dispatching system, the actual selection of employees for assignment from the appropriate labour pools as set forth herein, shall be on the basis of work priority established by Management as required, the skill (s) of the employee (s) and the year-to-date earnings of the employee (s) as defined herein.
- g) The ordering of labour by Companies shall be done as in the past with the exception that the Companies and/or Dispatch Center shall place orders and assignments on the appropriate tapes.

The Dispatch Center shall advise the Union as per Article 42:02 of the Collective Labour Agreement.

- h) It is understood and agreed that the only employees eligible to log in at the Hiring Hall are those who are not already ordered/assigned as a member of a basic work force, or otherwise assigned as provided for herein and are not otherwise ineligible as set forth herein.

42:03

The specific operation of the central dispatching system for the appropriate work period shall be as follows:

- a) Pre-Period Dispatch for 08h00, 09h00, 10h00, 11h00, 13h00, 19h00 and 24h00
- 1) The labour pool of eligible employees for 08h00, 09h00, 10h00, 11h00, 13h00 and 19h00 (half night) shall be comprised of all Union members and White Card employees who have not been otherwise ordered. The labour pool for 19h00 all night and 24h00 start shall be comprised of all Union members and White Card employees who have not worked at either 08h00, 09h00, 10h00, 11h00 or 13h00 or all that day.
 - 2) The assignments and orders of men to fill known requirements for extras and/or replacements shall be placed on-a telephone tape and an agreed upon modern communication system as follows:

<u>WORK PERIOD</u>	<u>TAPE ORDERS</u>	<u>ASSIGNMENTS</u>
08h00,09h00,10h00, 11h00	16h45 preceding day	17h30
13h00	11h15	11h30
19h00	16h15	17h00
24h00	16h15	17h00

<u>SHIFTS</u>	<u>TAPE ORDERS</u>	<u>ASSIGNMENTS</u>
08h00	16h45 preceding day	17h30
16h00	11h15	11h30
24h00	16h15	17h00

NOTE: Pre-day assignments for members of each Classifications assigned to work under their own Classification or another Classification will be on the assignment tape (635-8514) at the appropriate times as set forth above.

- 3) In addition, to the provisions set forth herein above, it is agreed that in any pre-period dispatch wherein all available Union members are assigned, the Cardmen may be assigned subject to the November 7th, 2014, Letter of Agreement (4hr Dispatch).

b) There are three log-in periods every day. These are:

07h15 to 07h30

12h15 to 12h30

18h15 to 18h30

- 1) All men who log-in are sorted by seniority, Pick Number, and skills.

For work within Local 273 Checker shall be sorted:

- i) Local 273 Checkers members
- ii) Interjurisdictional Checker Reserve
- iii) Local 273 General Longshore members
- iv) Local 273 Linesmen
- v) Local 273 Gear/Mechanical members
- vi) Local 273 Shipliner members
- vii) Port-wide secondary hiring Pool
- viii) Full Time Trainer
- ix) Officers of the union
- x) Cardmen
- xi) Referrals

Note: Members "held in" will be allowed to:

- 1) log in at the hiring hall,
- 2) through the modern communication system or
- 3) by calling the Dispatch for work to commence prior to the period in which they are held in for.

Anyone else seeking work through the central dispatching system must sign the appropriate waiver form and thereafter comply with the log-in procedures which may be in effect (i.e., Referral List).

The individuals who have logged-in shall then be dispatched to fill all jobs in accordance with the relevant procedures herein.

- 2) If an individual is dispatched in error, they can be recalled prior to the start of the work period and reassigned or replaced by the correct individual.
- 3) If a member of Local 273 Checker is late for the log-in, then they will not be eligible to be dispatched until the current log-in pool that is already dispatched is exhausted

(excluding Referral List). If after that, there are remaining jobs, after the log-in period, the priority of dispatch will be:

- vi) Local 273 Checkers members in Hall according to pick.
- vii) Late log-in Local 273 Checker members
- viii) Interjurisdictional Checker Reserve
- ix) Union men from other Classifications (in priority sequence)
- x) Cardmen
- xi) Referrals

c) Hiring Hall for the 08h00, 09h00, 10h00, 11h00, 13h00, 19h00 and 24h00 Work Periods:

As of 07h30 for 08h00, 12h30 for 13h00 and 18h30 for 19h00 and 24h00 the dispatching of additional known labour requirements and switching shall commence. The priority will be as set out in Article 42:03 (b) (1).

d) Hiring Hall for the 19h00 Work Period for work expected to go beyond 23h00

1) The Dispatch System will accommodate employees who wish to log-in under the above conditions. Any assignment accepted by an employee for the half night will result in the mandatory acceptance of any continuing assignment beyond 23h00.

2) The priority when Dispatching night orders at the Hiring Hall shall be as follows:

- a. Midnight Start orders
- b. All Night orders
- c. ½ Night orders

3) The labour pool shall be constituted as it is for the Hiring Hall dispatch for 08h00. However, in dispatching employees from preference groups the sequence of priority shall be as follows:

- vi) Employees who did not work today and are not assigned tomorrow.
- vii) Employees who did work today and are not assigned tomorrow provided they have made himself available for the All-Nighter by 15h00.
- viii) Employees who did not work today and are assigned tomorrow provided they have made himself available for the All-Nighter by 15h00.
- ix) Employees who did work today and are assigned tomorrow provided they have made himself available for the all-nighter by 15h00.
- x) Employees who did work today and are not assigned tomorrow and have not called in by 15h00. These members may elect to log in at the hiring hall 18h15 - 18h30 to be dispatched either for all night or (if previously assigned for a half night, other than in the case of a vessel finishing) for the second half of the all-

nighter by advising the dispatcher they want to bump a non-union at midnight. Upon completion of the hiring hall, the dispatcher will advise the company of the job to be bumped.

- 4) After completion of the 19h00 dispatching of labour, the names of remaining employees with necessary skills (in order of Pick) at the Hiring Hall at 19h00 will be given to any Company that has work that evening or night as a source of replacement labour should such become necessary due to unforeseen circumstances.
- e) Hiring Hall for the 19h00 Work Period for work not expected to go beyond 23h00, preference shall be given as listed in Article 42:03 b) 1).
 - 1) An employee assigned to a half night due to skill requirements and would have been assigned to an all-night may at 24h00 displace a Cardman or individual on the Referral List provided he has made this intention known to the Dispatch Center at 19h00 and his assignment for the half night is completed. Once the Union man has committed to work the second half of the night period he must do so.
 - 2) A member of Local 273 Checkers and/ or Cardman/Referral who is assigned to work under the jurisdiction of other Classifications will be deemed to have worked for the purpose of this dispatch priority except for Lines work.

42:04

Upon completion of a dispatch, should a skill shortage exist and there are non-dispatched employees in the Hiring Hall then the skill requirements shall be filled in the following sequence:

- a) Switch skills in order of low earnings (Pick List) from within the BWF that is short providing that the new vacancy thus created can be filled from employees remaining in the Hiring Hall providing the BWF list is exhausted.

For member companies without a BWF, Dispatch will switch skills in order of low earnings (Pick List) from within the employer's assigned employees that is short providing that the new vacancy thus created can be filled from employees remaining in the Hiring Hall.

- b) Obtain skills in order of high earnings (Pick List) working in other employer's assigned employees providing that the new vacancy thus created can be filled from employees remaining in the Hiring Hall.
- c) When switching, the least amount of switches will be the guiding principle. An employee will only be switched once in a work period.
- d) An employee who is shifted from one job to another due to skill shortage will return to his original assignment at the next available work period if the assignment to which they were shifted is completed or reduced.

- e) In the event of a skill shortage with no employees left in the Hiring Hall or none who can be dispatched to fill a vacancy in accordance with the foregoing, then Management will make every effort to telephone available port wide employees who possess the required skills in order of low pick earnings as set out in Article 42:03 b) 1)

In the event there are no available Portwide employees who possess the required skills then Dispatch will obtain in order of low pick earnings the employee who can be switched to the short and Management will make every effort to telephone available Portwide employees who possess the required skills of the employee to be switched in order of low pick earnings.

When calling for skills – only employees that are identified as ‘available,’ Linesmen, Full Time Trainer and Officers of the Union will be called.

- f) If after exhausting the above, then an employee can voluntarily accept to do a Double accordingly.
- g) A detailed Hiring Hall report will be sent to the Union within the work period within a reasonable timeframe.

42:05

- a) The parties agree that Local 273 Checker employees must follow their own jurisdiction before they can be dispatched to a job in another Classifications jurisdiction, with the exception of those who are in Interjurisdictional Checker Reserve Pool. If an employee is dispatched to another Local's jurisdiction and it is later found that the employee is required for his skill in his own jurisdiction, they will be transferred and replaced from the Hall.
- b) Union members on a work through will automatically be available for pre-assignment to the next work period unless they have booked off in advance (10h30 and 15h30). Union members on a work through may also book off between 11h00 & 12h30 and 16h00 & 18h30 and this will not be considered a late book off.
- c) In the event anyone assigned for all night work or work expected to go beyond 24h00 is in fact released at or before 24h00, the Company must advise the Dispatch Center no later than 07h00 as to the names of the individuals involved and the time they were released. The individual shall retain his normal eligibility for dispatch at the Hiring Hall for 08h00 and for pre-assignment at 13h00 and/or 19h00.
- d) When there is a reduction of manpower going into a meal hour work through the employees to be reduced will be those in the positions being reduced irrespective of their positions on the Pick List. However, while being attached to a General Longshore unit, a Union man will be entitled to displace non-union man. **Irrespective of the above, there is no displacing between work assignments for terminal work. A Union member released at 23h00 or 04h00 may displace a non-union employee at 23h00 or 04h00 while being attached to the same General Longshore unit.

- e) The parties hereby agree that the availability and acceptance of work assignments by employees is essential to the effective operation of the central dispatching system. In addition, it is agreed that employees will give as much advance notice as possible when they are unavailable. It is further understood that an employee is required to stay with a work assignment subject to the provisions set forth herein. The Companies will endeavour to inform the crews as soon as possible for a work through.

42:06

- a) To be reinstated into the Dispatch System an employee must call the Dispatch Office by the following times:

for 08h00, 09h00, 10h00 & 11h00 start	by 15h30 previous day
for 13h00 & 16h00 start	by 10h30 same day
for 19h00 start	by 15h30 same day
for 24h00 start	by 15h30 same day

- b) Nothing herein contained in any way restricts or limits the basic rights, obligations and responsibilities of the parties arising from their collective bargaining relationship and the collective agreement.

42:07

- a) The earnings to be used for the purposes of dispatching labour, as referred to above, shall be comprised of earnings for all regular work assignments recorded on the Maritime Data Center payroll records. Earnings received for replacement assignments and work assignments received through the Dispatch Center log-in will not be charged. The charging for missed work opportunity shall be based on the appropriate wage rate and guarantee for each work period involved. Filling jobs from the Hall that are a Short or Extra are not considered a Freebie.
- b) An employee who is unavailable for a period exceeding thirty (30) days for reasons other than sickness or Worker's Compensation shall, for the period of unavailability in excess of thirty (30) days, upon his return be placed on the port wide list at high man plus \$1.00 for one (1) week. New union members and members returning to work after a period of unavailability of one (1) year or longer will be placed on the port wide list at high man plus \$1.00 for two (2) weeks.
- c) An updated earnings list based on the foregoing shall be published weekly and shall be utilized for the period from 08h00 Sunday to 08h00 the following Sunday.

42:08

While attached to a General Longshore unit and when reducing on work throughs, the reduction will be by job rather than pick earnings. The exception being that Union men will replace Non-Union men (not optional) and Non-Union men will be released by Pick number.

42:09

- a) Any company, which decides to have a 19h00 all-nighter or a midnight start, may elect to 'HOLD IN' BWF members. In such a case, high BWF members will be held in from pre-day and pre-period dispatches. The number of men held in shall be a minimum of 50% of the total required for the all-nighter or midnight start. However, the number of men held in shall not exceed 50% of the BWF's total.

There are two (2) times when a company may be required to hold in men:

- At 16h30 for 19h00 or a Midnight Start the next day.
- At 11h00 for 19h00 or a Midnight Start the same day (provided the employees HELD did not already work 08h00-12h00)

b)

- 1) Extras (over and above the BWF members held in) required for an all-nighter or midnight start are pre-assigned as follows:

- vii) Union members who have not worked today and not assigned for 08h00 the following day.
- viii) Union members who have worked today and voluntarily called in by 15h00 and are not assigned for 08h00 the following day.
- ix) Union members who have not worked today and voluntarily called in by 15h00 and are assigned for 08h00 the following day. These members will be replaced (if worked all night) at 08h00 the following day by eligible BWF members or through the hiring hall.
- x) Union members who have worked today and voluntarily called in by 15h00 and are assigned for 08h00 the following day. These members will be replaced (if worked all night) at 08h00 the following day by eligible BWF members or through the hiring hall.
- xi) Interjurisdictional Checker Reserve Pool
- xii) See Article 42.03 b) 1)

- 2) Extras, Replacements and DNS's will be filled from the hiring hall as follows:

Union Checkers

For all-nighters (replacing Refusals/DNS):

- i) Union members who have not worked today and are not assigned tomorrow.

For all-nighters:

- ii) Union members, who have worked today, voluntarily called in by 15h00, and are not assigned tomorrow.
- iii) Union members, who have not worked today, voluntarily called in by 15h00, and are assigned tomorrow.
- iv) Union members, who have worked today, voluntarily called in by 15h00, and are assigned tomorrow.
- v) Union members who have worked today, have not called in by 15h00, and are not assigned tomorrow. These members may elect to log in at the hiring hall 18h15 - 18h30 to be dispatched either for all night or (if previously assigned for a half night, other than in the case of a vessel finishing) for the second half of the all-nighter by advising the dispatcher they want to bump a non-union at midnight. Upon completion of the hiring hall, the dispatcher will advise the company of the job to be bumped.
- vi) Interjurisdictional Checker Reserve
- vii) See Article 42.03 b) 1)

Cardmen

For all-nighters:

- i) Cardmen who have not worked today and are not assigned tomorrow.
- ii) Cardmen who have worked today ("logged in" at the hiring hall for "all night") and are not assigned tomorrow.
- iii) Cardmen who have not worked today ("logged in" at the hiring hall for "all night") and are assigned tomorrow.
- iv) Cardmen who have worked today ("logged in" at the hiring hall for "all night") and are assigned tomorrow.

c)

- 1) In the event the all-nighter or midnight start order is cancelled prior to 16h00, the BWF members HELD IN will be compensated for the missed work opportunity (08h00 - 12h00 and/or 13h00 - 17h00) at the appropriate rate of pay.
- 2) In the event the all-nighter is reduced to a half nighter prior to the completion of a vessel, the men ordered will be compensated for the period 24h00 - 04h00 at the appropriate rate of pay.

- 3) In the event of a work through to finish the vessel, the men shall be paid for time involved or the equivalent of the appropriate rate for the 24h00 to 04h00 period.

Note: All night refers to work beyond midnight.

d)

- 1) Should an employee be held in for an all-night order (19h00) they may elect to make himself available for work at 08h00 or 13h00 on the day they are held in by informing the Dispatch Office and being made available for a pre-period dispatch or by logging into the Hiring Hall.
- 2) Should an employee be held in for a midnight start he may elect to make himself available for work at 08h00 or 13h00 on the day he is held in by informing the Dispatch Office and being made available for a pre-period dispatch or by logging into the Hiring Hall.
- 3) Should an employee work past 18h00 he will be replaced by the next person on the earnings list who is not working the first half of the all-night order. This person will be able to take his held in job at midnight.
- 4) The order of sequence to replace these jobs, should the employee work through past the hour shall follow Article 42:03 b) 1).
- 5) Should an employee that is held in for an all-night order or a midnight start work in the day or a half night and for no other reason other than an emergency not take his held in order, he shall be suspended for forty-eight (48) hours and be charged with twenty-four (24) hours of earnings. **NOTE:** Failure to take your all night or midnight start order after being held in, will not have this applied as a penalty as per 42:01 d) definitions. It is the parties intent that these two documents are separate and distinct.

42:10 Linesmen, Full-time Union Trainer, and Officers of the Union must make themselves available through the Dispatch or Hiring-Hall to seek work outside. Once they have made themselves available, they must accept all assignments for which they are qualified.

42:11 If a Union Member is not pre-dispatched at 08h00 the next day and a non-union employee is pre-dispatched to an All-Nighter job and there are no known jobs at the Hiring Hall with the Union Member's skills, then the Union Member will go to the highest skill priority on their skill set within their classification and Dispatch priority to which a non-union employee has been pre-dispatched to. The non-union employee in that skill will be displaced and moved to the highest non-union employee skill position and the highest non-union employee will go home.

If a Union Member worked All-Night and wants to work a double at 08h00 and there are no known jobs at the Hiring Hall with the Union Member's skills, then the Union Member will go to the highest skill priority on their skill set within their classification and Dispatch priority to which

a non-union employee has been pre-dispatched to. The non-union employee in that skill will be displaced and moved to the highest non-union employee skill position and the highest non-union employee will go home.

For greater clarity this is not limited to the union members classification and does not apply to union members who are booked off.

Article 43 – SENIORITY

43:01 The parties agree that employees will be divided into preference groups as follows:

Group A - all members of I. L. A. Local 273 Checkers Classification classified as checkers and coopers who were members of Local 1764 prior to September 13th, 1985, and have not retired.

Group B - all members of I. L. A. Local 273 Checkers Classification now classified as checkers and coopers who became members of Local 1764 subsequent to September 13th, 1985, and prior to the signing of the Memorandum of Agreement on October 15th, 1990.

Group C - all members of ILA Local 273 Checkers Classification classified as checkers and coopers who became members of Local 1764 subsequent to the signing of the Memorandum of Agreement on October 15th, 1990, and prior to April 1st, 1996.

Group D – all members of ILA Local 273 Checkers Classification who became members of ILA Local 273 checkers and coopers Classification subsequent to the signing of the Merger Agreement on May 6th, 1999, and prior to the signing of the Memorandum of Agreement on February 1st, 2011.

After the signing of the Memorandum of Agreement on February 1st, 2011, all individuals who become checker/cooper members of ILA Local 273 Checkers Classification under the terms of this agreement shall be identified as being in one group, beginning with group “E” and continuing thereafter with “F” and “G” etc.

43:02 It is understood that checker/cooper members of Groups provided for in Article 43 shall have preference for Hiring Hall work in accordance with the alphabetical order of their respective groups and individual accumulated year to date earnings, provided they are qualified and capable of performing the work involved.

Selection to a Company’s Basic Work Force shall be based on seniority. Such preference shall be applicable at time of selection in the case of each position. The work assignments on Basic Work Forces will be by individual accumulated year to date earnings.

43:03 It is understood that the selection of checker/cooper members for Groups E, F etc. provided for above shall be done in accordance with Article 14 and Appendix O.

- 43:04** On April 1st of each year, any positions in basic work forces that are held by employees in category "B" shall be posted and an employee in category "A" may, subject to his seniority, qualifications, and ability, displace a "B" employee whose position generates greater earnings than the position held by the "A" employee., (A, B, C, etc.).

Article 44 – Basic Work Forces

- 44:01** Each employer is entitled to have a Basic Work Force of employees to perform any or all of the work covered by the Collective Agreement.
- 44:02** The size of the work force shall be determined by the employer and may be changed as the employer deems appropriate for its operations.
- 44:03** The rotation by an employer of the members of its basic work force shall be based on their individual accumulated year-to-date earnings and charges for missed opportunities, subject however to the skills required for the work to be performed and the employer's need for continuity on jobs; such rotation will not apply to the employment of Head Checker (s) and/or Floormen.
- 44:04** Employees who are members of a basic work force are expected to accept work orders in their normal turn unless they are unable to do so for valid reason.
- 44:05** It is understood that the current groups of regular employees shall be considered to be the respective employers' basic work forces.
- 44:06** In the event a Company wishes to add to its basic work force of employees, this will be subject to review by the Joint Manpower Committee.

SHIPLINERS

Article 45 – Recognition

45:01 It is understood that the work covered by this collective agreement shall continue to be performed by Classification members in the same manner and to the same extent as it was in the past. It is further understood that the work which in past has been deemed to be included in the Classification by virtue of the certification order shall continue to be included in the Classification under the terms of the new collective agreement.

Article 46 – Hours of Work

46:01 Work periods and meal hours shall be as follows:

a)

<u>WORK PERIODS</u>	<u>MEAL HOURS</u>
from 08h00 to 12h00	12h00 to 13h00
from 13h00 to 17h00	17h00 to 19h00
from 19h00 to 23h00	23h00 to 24h00
from 24h00 to 04h00	04h00 to 08h00
*from 24h00 to 08h00	04h00 to 04h30

b)

<u>*SHIFTS</u>	<u>½ HOUR MEAL PERIOD TO START</u>
from 08h00 to 16h00	Between 11h30 and 13h30
from 16h00 to 24h00	Between 19h30 and 21h30
from 24h00 to 08h00	Between 03h30 and 05h30

*It is understood that both the midnight start and the option of shifts apply only to terminal operations, roll-on/roll-off operations, non-ship work and container ship work. Companies would decide whether to work either four (4) hour periods or eight (8) hour shifts for the next 24-hour period for work beginning each day at 08h00. Companies would be able to work a combination of four (4) hour work periods and eight (8) hour work shifts during a vessel, provided they comply with 24-hour commitment noted above.

Pay – See Article 17

- c) Shift options for all cargo operations, with the exception of the Mechanized Bin Shredded Scrap operation will have the option of the following shifts, for the start of a vessel only:

<u>ROLLING STARTS</u>	<u>½ HOUR MEAL PERIOD</u>
09h00 to 17h00	Between 12h30 and 13h30
10h00 to 18h00	Between 13h30 and 14h30
11h00 to 18h00	Between 14h00 and 15h30

It is agreed that rolling starts will not be extended to all cargo ship operations. It is further agreed that a 23h00 – 06h00 option will be added to those provided for in Article 46:01 (c) of the General Longshore Workers Collective Agreement at the same designated pay (eight (8) hours at the basic rate). The provision of rolling starts is applicable to all jurisdictions.

Pay

Monday to Friday	8 hours at the basic hourly rate
Saturday	8 hours at 1.5x the basic hourly rate
Sunday and Holidays	8 hours at 2x the basic hourly rate

It is understood that orders for this shift arrangement will be placed at the regular ordering times as outlined in the Collective labour Agreement.

Rolling starts covered under 46:01 c) may be worked in combination with the four (4) hour Work Period from 19h00 to 23h00

- 46:02** Employees required to work through any meal hour(s) shall be paid the appropriate meal hour rate for such hour(s) and the greater of such meal hour rate or double the prevailing rate for the succeeding work period until relieved for meals. Employees shall work through the meal hour(s) when and as ordered by Management. The companies agree that when men are working through the meal hour, the company will allow a man to obtain food for the men involved. It is further agreed that there will be no interruption of the work during such time that food is obtained and eaten. It is understood that the foregoing will in no way affect Management's rights under Articles 46 and 2:02.
- 46:03** Employees ordered back at 19h00 are required to report on the understanding that the work is not expected to continue past 23h00. This does not prevent a company from working such men beyond 23h00 due to unforeseen circumstances or if a work-through is ordered. If work is

expected to continue past 23h00, the company shall order different men for 19h00, providing other men are available.

46:04 In the event a company elects to work shifts at any time, as set forth in Article 46:01 above, it is understood that one (1), two (2), or three (3) shifts may be used.

46:05 When men are ordered out at 19h00 and work is interrupted; the men may be ordered back at:

- a) midnight or
- b) 08h00 the following day to complete the work involved unless previously order.

46:06 Intermodal Business at Brunswick Terminals Inc. - The operator shall have the right to commence work at 06h00 prior to the start of the regular start time of 08h00. The two (2) hours worked will be paid at the two (2) times the rate the employee will be receiving at 08h00 that workday. It is understood that any person working this arrangement will not be allowed (if other Union men are available) to work past 17h00, except in the case of a work through. If reducing for or during a work through, that person will be the first Union member laid off.

Intermodal work is defined as rail traffic of containers and vans that are not imported or exported by vessel.

It is understood that the 06h00 – 08h00 period can only be ordered when there is intermodal work as defined above. Work during this period is limited to all rail and associated intermodal truck traffic.

Employees commencing at 06h00 will be guaranteed six hours work at the appropriate rate of pay as defined above.

Assignment for work at the Intermodal operation shall be on the basis of first person on the picklist with Intermodal and possessing any skill required between 08h00 and 12h00.

46:07 It is agreed Shipliners may be brought in up to one (1) hour prior to the start of a work period for the purpose of preparing the vessel for loading and un-loading. In such cases, the employees shall be paid a minimum of one (1) hour at the appropriate rate for the time prior to the start of the work period.

46:08 Foremen and Walking Bosses may be brought in prior to the start of the work period to receive instructions. For these purposes, they will be paid a minimum of one-quarter (1/4) hour at double the rate of the upcoming period.

Article 47 – Guarantees

47:01 Subject to clause 46:01 herein, a minimum of four (4) hours pay, in accordance with the attached schedule, shall be paid by Management on each call of the day except that Management guarantees to pay a minimum of eight (8) hours pay, as per the attached schedule, for work commencing at 24h00 (midnight), and work associated with 46:01 (c). However, notwithstanding the above, when weather conditions prevent work from starting, Management may, on any call of the day, release units and/or men at the start of the period and pay three (3) hours pay or require the men to stand-by, in which case they shall be entitled to four (4) hours pay (eight (8) hours pay in the case of a midnight start, and work associated with 46:01 (c)). There shall be no interruption of work due to weather, unless otherwise directed by management.

Any employee who refuses to stand-by or who refuses to start work while standing-by, shall not be paid the stand-by pay provided herein.

Notwithstanding the above, when men are ordered out to work on vessels which are loading and/or discharging perishable cargo and because of low temperatures, the hatches cannot be opened; they shall be paid a minimum of three (3) hours pay. However, if a vessel is working perishable cargo in some hatches and other cargo in other hatches, then, if because of low temperatures the perishable cargo cannot be worked and the other cargo is being worked, all gangs ordered for work on that vessel shall be paid a minimum of four (4) hours pay.

47:02 When men ordered from 19h00 to 04h00 resume work at midnight (24h00), they shall be paid until 04h00 except where weather conditions prevent work from starting, in which case, they shall receive a minimum of three (3) hours pay.

When men ordered from 19h00 to a finish, resume work at midnight (24h00), they shall be paid a minimum of four (4) hours pay, except when weather conditions prevent work from starting in which case, they shall receive a minimum of three (3) hours pay.

47:03 When men or gangs have worked past the hour, they shall be paid for the quarter hour, and if past the quarter hour, they shall be paid for the half hour, and if past the half hour, they shall be paid for the three-quarter, and if past the three-quarter they shall be paid for the full hour.

47:04 For work carried out on wrecked or stranded vessels within the harbour limits of the Port of Saint John, the rates in effect at said port shall be paid from the time the men leave the pier until they return thereto. If the men do not leave the ship at meal hours, said meal hour shall be paid at the meal hour rates, as well as all time following upon the passage of the first meal hour.

47:05 If men are ordered out and the vessel fails to arrive the men shall be paid for the period; however, if a company has another vessel or job, then the men may be transferred to that

vessel or job. It is understood that in such cases, men shall not be transferred to pallet repair work.

- 47:06** It is understood that in the event men ordered under this agreement are not able to start work due to other ILA labour refusing to start due to weather, then such may be deemed to be weather conditions as provided for in Article 47:01 above.

Article 48 – Ordering Times

- 48:01** Orders for men will be given by the following schedule:

a)

<u>Men required to start at:</u>	<u>Orders to be placed by:</u>
08h00, 09h00 *, 10h00 *, 11h00	16h30 (preceding day)
13h00	11h00
19h00	16h00
24h00	16h00

*Refer to Article 46:01 c)

OR IF SHIFTS ARE TO BE WORKED

b)

<u>Men required to start at:</u>	<u>Orders to be placed by:</u>
08h00	16h30 (preceding day)
16h00	11h00
24h00	16h00

- c) Orders for men required to start at 19h00 or midnight Saturday and 08h00, 13h00 or 16h00 Sunday must be placed by 16h30 on Saturday; orders for men required to start at 19h00 or midnight Sunday and 08h00 Monday must be placed between 15h30 and 16h30 on Sunday. It is understood that in no case is there a requirement to place orders for later than 08h00 Monday on Sunday.

- 48:02** Orders for men required at any of the above ordering times, when men have worked during the previous period, to be given at knocking-off time. Men must be advised thirty (30) minutes before knocking-off time if they are not required for the following period.
- 48:03** In the event that Management orders labour under its agreement with the General Longshore Classification in advance of the times set forth therein, then such advance ordering times shall also apply to those members of the Shipliner Classification who are required to perform ship work.

Article 49 – Administration

- 49:01** When required, because of business arrangements, more than one company may perform work simultaneously on one vessel.

Article 50 – General

- 50:01** It is understood that during the life of this collective agreement, the hiring of labour by a company shall continue to be done through its walking boss as it was during the preceding collective agreement.
- 50:02** The Union agrees that, should weather be such that snow and ice conditions become prevalent after ordering times, then every effort will be made to supply men in order to avoid delays.
- 50:03** The Union agrees that, should a vessel arrive after ordering time and the cargo is found to be fenced, then every effort will be made to supply men to the vessel in order to avoid delays.

Article 51 – Wages & Fringes Benefits

- 51:01** The normal rates of pay shall be as per Article I in the appropriate appended schedule.
- 51:02** The rates of pay, as per Article II in the appropriate appended schedule, shall be paid for work repairing oil or water tanks. Such rates also to be paid for the cleaning of holds or tanks that have contained bulk oil.

In the case of men working under the above who have commenced work at the beginning of the work period, shall be paid for the full period at the appropriate rate, however, men who

commence the above work during a period shall only be paid the appropriate rate for the time worked.

- 51:03** The rates of pay, as per Article III in the appropriate appended schedule, shall be paid for time worked only when cleaning holds or deep tanks which have contained fertilizer, lampblack, China clay, sulphur, nitrates, potash, soda ash in bags, bulk cement, wet hides, bulk coal, collier refuse, tapioca flour, aluminum ore and dyes.
- 51:04** The rates of pay, as per Article IV in the appropriate appended schedule, shall be paid for work on ships which are loading or have loaded aeroprills or nitraprills.
- 51:05** The rates of pay, as per Article V in the appropriate appended schedule, shall be paid for work on ships which are loading or have loaded dangerous explosives. For the purpose of this agreement, the term "dangerous explosives" is defined as cargo of an explosive nature that, under Government regulations, has to be carried in a specially constructed magazine on board ship. If it is necessary to load other cargo after "explosives" have been loaded into the magazine, the same rates shall be payable to the men engaged in loading such other cargo. The term "explosives" does not include small arms ammunition or unfused shells.
- 51:06** The rates of pay as per Article V in the appropriate appended schedule shall be paid for cleaning bilges.
- 51:07** Foremen, when employed, shall be paid a differential of seventy-five cents (\$0.75) per hour in excess of the appropriate wage scale rates for shipliners, as set out in the appended schedules.

When a walking boss is employed, he will be kept for a full period and will receive walking boss's wages for that period.

- 51:08** It is agreed that the employer will provide separate rain gear (protective gear) for steamers.

It is also understood that from December 1st to April 1st inclusive that when steaming, should that employee be required for another job during a period they will not be exposed to the elements for more than fifteen (15) minutes and not more than twice in that period, unless they have been given time to dry off and change clothes in a warm area that will be provided by the employer.

- 51:09** The employers will provide coveralls (one summer and one insulated winter) and gloves to ILA Local 273 Shipliner Classification members on an annual basis. Those union members who are currently on Workers Compensation will receive the coveralls should they return to work at a later date. The employees will then be responsible for the maintenance and care of same. It is understood that Article 10:16 of the current Collective Labour Agreement will still apply in the case of damaged clothing.

Article 52 – Seniority

It is understood that all current Union member employees are designated as group "A".

Future employees shall be grouped based upon the year in which they become Union members (e.g., should any employees become Union members during the calendar year 1995, they shall be designated as Group "B"; should any employees become new union members during the calendar year 1996, they shall be designated as Group "C" and so on).

Preference of employment shall be given, on a daily basis, to employees based on their respective groups as referred to above, subject to the dispatching provisions and an employer's rights with respect to the positions of Walking Boss and Foreman.

Article 53 – Work Jurisdiction

- a) The following work, when undertaken by and under the control and responsibility of an employer company covered by the provisions of this agreement, shall be performed by employees in the Classification (it is understood that any such work is covered only when performed within the scope of the Union's certification order):
- 1) Building of all wooden fittings as well as the placement and removal of same on vessels to receive and contain grain/bulk cargoes or livestock.
 - 2) Securing/unsecuring and/or lashing/unlashing of all cargo either on ships or inside I.S.O.* containers including all deck cargoes and I.S.O. containers themselves (except those used for other than cargo).
 - 3) Lining of ship's hold to receive cargo and removal of same when tools are required.
 - 4) Building of benches in ship's hold, removal of same when tools are required.
 - 5) Placing and inflating of air bags to secure ship's cargo.
 - 6) Placing of chocks to prevent cargo from shifting at sea.
 - 7) Cutting of hobs and chocks.
 - 8) Cleaning of ship's hold, deep tanks, bilges and/or drain wells when required for the purpose of receiving cargo, except for the cleaning of minor oil spills from company machines.

- 9) Repair and construction of all wooden stevedoring gear new or used including pallets, ladders and benches, gangways, and shelter shacks, except where a permanent gearman is employed (or his replacement).
- 10) Washing, steam cleaning and sweeping the interior of I.S.O. containers.
- 11)
 - i) removal of ice and snow from exterior of I.S.O. containers.
 - ii) installation and removal of all deck plugs, stacking cones, bridge fittings, penguins, and switch locks for all containers.
- 12) Renewing, repairing, and battening of limbers, sealing, and cementing of wells when required for the purpose of receiving cargo.
- 13) Preparing of ship's hold for the reception of cargo when tools are required in the Port of Saint John, NB.
- 14) Placing and removal of covering on cargo when in conjunction with and related to securing/unsecuring of deck cargo.
- 15) Lashing/unlashing and/or securing/unsecuring of rail cargo (including placing and inflating of air bags and cleaning of rail cars).
- 16) Preparing of lashings to be used in securing cargo.
- 17) Separation of grain/bulk cargoes which required securing such as the use of plywood, lumber, plastic, strapping, banding, bundling, nailing, or placing of wires and turnbuckles - said separation is optional between members of the Shipliner Classification and the General Longshore Classification) if tools are not required.
- 18) The moving of lumber for fittings covered by this collective agreement and other necessary lashing gear from the point designated by the employer to ship and/or hold to hold - if longshoremen are working in the same hold, they may hoist and lower same.
- 19) The construction and placing of wooden battens.
- 20) In the event the current circumstances with respect to the lashing/unlashing and/or securing/unsecuring of truck traffic changes to become the responsibility of companies covered by this agreement, then such work would be done by the Shipliner Classification.

*It is understood that each reference to "I.S.O." in the foregoing includes any replacement thereof.

- b) The following work is transferred from the Shiplining Classification to the General Longshore Classification.

- 1) The hooking and un-hooking of safety chains on mafis.
 - 2) The setting up and knocking down of flat rack containers.
 - 3) The placing of risers on ships for the purpose of securing.
- c) It is agreed that Management will not sub-contract any work specifically covered by this agreement.

Article 54 – Working Conditions

- 54:01** When men are required to move from one job to another during a period, they shall be paid for the time so occupied.
- 54:02** If steamers are partly fitted by members of crew prior to arrival, shipliners to complete work without any dispute.
- 54:03** Men shall not be required to work in any hold or "tween deck" of any hatch in which grain is being run.
- 54:04** The men shall be flexible and interchangeable to the extent that during a work period, they will perform any and all work covered under this collective agreement collectively or individually when and as directed by Management. This is to apply within a company.
- 54:05** It is understood that where the use of tools is the determining factor as to which ILA Classification jurisdiction the work may fall under, the reference means hand tools.
- 54:06** It is understood that in the case of each call of a vessel to the Port of Saint John, the designated location at which ship's material used for work covered by this collective agreement, is made available to the men employed under this agreement to perform such work, shall be determined by the ship's authority prior to commencing work covered under this collective agreement.

Article 55 – Manning

55:01 All orders to the men must be issued through their Walking Boss, or Foreman who in turn shall be subject to orders from the company's superintendent or his representative- contracting stevedore. It is agreed that Walking Bosses and Foremen will be employed as follows:

Number of men employed	Walking Boss and Foreman
1 to 5	Working Walking Boss
6 to 10	1 (one) Walking Boss
11 to 17	1 (one) Walking Boss & 1 (one) Foreman
18 to 25	1 (one) Walking Boss & 2 (two) Foremen

For every ten (10) Shipliners employed thereafter a foreman must be employed. Further to the above, the following manning shall apply:

- a) When the work involved is repairing pallets the working walking boss shall apply for up to seven (7) men.
- b) Terminal Work – When one (1) – five (5) men are employed on terminal work, a working walking boss will be employed. When six (6) or more are employed a non – working boss will be employed.
- c) Working a Ship and Terminal Work – When one (1) – five (5) men in total are employed, a working walking boss will be employed. When six (6) or more are employed a non – working walking boss will be employed and a working Foreman on the vessel.
- d) Working two (2) or more Ships and Terminal Work – one (1) non – working walking boss will be employed. One (1) non- working Foreman will be employed on each vessel when up to and including five (5) men are working per vessel. One (1) non – working Foreman will be utilized on a vessel when six (6) or more men per vessel are required.

For the purposes of determining jobs, it is understood that within a company, each ship including shore work on cargo related thereto shall be considered one job and all other work shall be considered one job. The steaming function is not considered a separate job. It is understood that a walking boss cannot work for more than one company at a time.

55:02 In the interest of safety there must be no less than two (2) members of the Shipliners Classification working in any hold or deep tank. Furthermore, when employees are required to work on top of containers two (2) tier high or more, there shall be not less than three (3) members of the Shipliner Classification employed and the company shall provide suitable

ladders. Notwithstanding the above, when working under Article 55:06, one (1) member of the Shipliners Classification may work in the hold provided he is accompanied by at least one member of the General Longshore Workers Classification.

- 55:03** Providing sufficient other qualified members of the Shipliner Classification are available to perform the work involved, then men who work two (2) night periods will not be required to work the next day prior to 19h00.
- 55:04** It is agreed that any Union employee of the Basic Work Force can be appointed by management to the Walking Boss and Foreman skills. It is further agreed that the low (Pick List) Union man (with these skills) in the Shipliner BWF will be first ordered to work in the aforementioned skills. It is further agreed Terminal Walking Bosses will be required to possess the Steaming Skill and will be required to be available for placing all labour orders.
- 55:05** The Union acknowledges the employer's right to transfer employees within its operations and it is agreed that rail work shall not be considered a separate job for the purposes of requiring a Foreman.
- 55:06** When loading/unloading lift-on forest products vessels, one (1) Shipliner per hold will be employed to secure/unsecure cargo and assist in loading and unloading of cargo. This work is to include installation/removal of chocks, airbags and securing materials (i.e., flat band, rope, ratchet straps, chains, or other similar materials etc.). Not included in this work, is lashing of timber deck cargoes or wooden shoring.

JOB CLASSIFICATIONS

670	SLWBT	Shipliner Walking Boss TSC
680	SLWB	Shipliner-Walking Boss
690	SLFMT	Shipliner Foreman Containers TSC
700	ZOOMSL	Zoom boom Shipliner
940	SLSC	Shipliner - Ship Crane
950	STEAM	Shipliner - Steam Cleaner
960	SLFORK	Shipliner Forklift
970	BSEC	Shipliner – Block & Secure
980	SWEEP	Shipliner - Sweeper

Article 56 – Health and Safety

- 56:01** Men shall not be required to work under the falls on deck or in the hatch whilst cargo is being hoisted in or out of hatch square. If cargo is being worked in shelter of "tween deck" and in order to facilitate dispatch of ship, shipliners are required to work in lower hold, double tier of dunnage or equivalent over hatch cover must be used as a safety measure.
- 56:02** Management shall ensure that sufficient lighting is provided for the repairing of pallets and/or shoring containers after dark.
- 56:03** Each active Union member as of the effective date of the collective agreement shall be provided with a suitable set of rain gear.

Article 57 – Basic Work Forces

- 57:01** The following procedure shall apply to the creation of a Basic Work Force:
- a) The Union shall be notified one (1) month in advance of an employer's intention to create a Basic Work Force.
 - b) Such notice shall contain the number of men required and all kinds of work to be performed.
- 57:02** Non-members of the basic work force performing work shall be subject to all the provisions of the contract, which apply to members of the basic work force.
- 57:03** Flexibility:
- a) All men employed in a basic work force shall be flexible and interchangeable to the extent that during a work period, they will perform any and all work collectively or individually when and as required by the Company, subject only to the manning provisions set forth in Article 55.
 - b) When a Company is performing two (2) or more of the operations covered herein, it may employ a single basic work force to perform all of the work in its total operation and the men employed in the operation will be individually and collectively flexible and interchangeable within the total operation, subject only to the manning provisions of Article 55.
- 57:04** Basic Work Force – Selection: Any Company electing to create a basic work force will follow the procedure set forth below:
- a) Prior to selecting its basic work force, the Company will notify the Union in writing, at least thirty (30) days in advance, of its intention to do so. Such notice will include the size of the work force, the kinds of work to be performed, the abilities and qualifications needed for the

selection and a supply of application forms. The Union shall notify its members accordingly to permit those interested to apply for selection to the basic work force. Any member who wishes to apply must complete, and then submit, an application form to the Company within the aforementioned thirty (30) day period. The Company will advise the Union of the names of members who have applied within one (1) week following the date for submitting application.

- b) In selecting its basic work force, Management shall, subject to Articles 57:08 and 57:09 herein, give first consideration to those members of the Union who have submitted applications and who, in its opinion, possess the necessary abilities and relevant qualifications. However, if the Company is unable to select its desired complement of men from amongst such applicants it may then obtain members of its basic work force through the Referral process. It is agreed that before a Company may obtain members of its basic work force through the Referral process, it must give preference of opportunity for training to members of the Union who have applied for the position(s) and who, in the opinion of the Company, possess the ability and relevant qualifications to be trained, as set forth in Article 14:01 herein.
- c) The Company will notify the Union in writing of the names of those selected to the basic work force, immediately upon their selection.
- d) All members of a basic work force shall be on probation for their first thirty (30) working days following their actual commencement of work on the operation in question or the successful completion of any training required by the Company, whichever is later. During such probationary period, an employee may be returned to his previous occupation from the basic work force without recourse to the grievance procedure.
- e) In the event a member of a basic work force resigns, then the Company shall either replace him or advise the Union of a reduction in the size of the basic work force, in accordance with Article 14.
- f) It is agreed that, if at any time, Management intends to increase/decrease the size of a Basic Work Force the matter will be referred to the Joint Manpower Committee.
- g) Management shall select Foremen and Walking Bosses in all cases. The low Foreman and/or Walking Boss shall be hired first except for the need to shift for skills.

57:08

- a) Without restricting the rights of the parties set forth elsewhere in this agreement, it is agreed that the following procedure shall apply for the purposes of obtaining candidates from among Union members in cases of increasing the size of a basic work force, filling vacancies in a basic work force and/or for obtaining candidates for training.

- b) Management shall post a notice for a period of seven (7) days at all pre-determined posting locations. Such notice shall include the skills and relevant qualifications required and, in the case of a training program, the anticipated commencement date.
- c) Management shall provide application forms, which may be obtained by applicants from the Union.
- d) Union members who wish to apply for a posted position must complete the appropriate application form and return it to the hiring hall within seven (7) days following the posting period referred to in basic work force b) above. At the hall, each form shall be marked as to its date of receipt and a copy shall be remitted to the Union.
- e) Within a period of ten (10) days following receipt of the last application in accordance with Article 57:08 d) above, Management shall determine which of the applicant (s) is/are successful, subject to any evaluation of applicant's ability and medical fitness that it may require. The Port of Saint John Employers Association will advise the Union in writing as to the names of the successful applicants.

57:09

- a) It is understood that in selecting candidates for a basic work force, Management shall first consider the ability and relevant qualifications of the applicants. When ability and relevant qualifications are relatively equal, then seniority shall be the determining factor.
- b) It is understood that whenever there is a requirement within a basic work force for more employees in a skill (except as replacement for a Shipliner crane operator), Management shall first attempt to obtain its needs through training members of the specific basic work force prior to seeking qualified candidates from outside the specific basic work force.
- c) In the event Management decreases the size of a basic work force, then subject to the ability and qualifications of retained employees to do the required work, employees will be released based on the inverse order of their dates of admission. In the event such dates are identical in the case of two (2) or more employees, then the inverse order of seniority shall be the determining factor.
- d) It is understood that in the event an individual named on the attached "inactive members" list or an employee on disability pension returns to active status, he shall be integrated into the structures and system described herein based on his abilities and qualifications.
- e) An employee who is active as of the date of ratification of this memorandum, who becomes inactive for reasons other than Workers' Compensation or sickness and who subsequently returns to work shall be integrated in the same manner as set forth in d) above.

57:10

- a) A weekly list of cumulative earnings for individuals for the calendar year to date based on a period 08h00 Sunday to 08h00 the following Sunday will be published by Friday of the following week. Such list will be put into effect the Sunday after it is published.
- b) Each list will be the guiding factor for ordering men and the low man shall be ordered first except where, due to the need for particular skills, the Company may skip men. This shall also apply when ordering replacements.
- c) When a member of a basic work force fails to report for work when ordered or is unavailable for work, he will be charged with what he would have earned for equalization purposes. When a replacement is employed in his place, the replacement will not be charged with what he earns for equalization purposes.

Article 58 – Dispatch System**58:01**

- a) Subject to the provisions of this collective agreement as well as the required qualifications and ability, it is understood that with respect to the dispatching system set forth in Article 58 herein, Union members in category "A" shall have preference over those in category "B" who in turn shall have preference over those in category "C" and so on.
- b) The parties agree that the dispatching system shall provide "pre-period" dispatching for all work assignments for Union Members and White Card employees of ILA Local 273 Shipliners at 08h00, 13h00, 19h00 and 24h00 based on the present times at which Companies order labour as set forth in Article 48:02.
- c) The pre-period dispatch for orders at 08h00, 13h00, 19h00 and 24h00 as referred to above, the parties agree that in the case of Union members and White Card employees, the charging of earnings for assignments, worked or missed shall apply only for pre-period dispatch assignments and shorts.
- d) Definitions

Book-Off – A Book-off occurs when an employee books-off at least 30 minutes before ordering times as defined herein. An employee will be charged for the time they would have worked. Book-offs will not be accepted after 30 minutes before ordering times.

Late Book-Off – A Late Book-off (LBO) occurs when an employee refuses an assignment that is on the tape after ordering times, as defined herein until the start of a work period as defined herein. An employee will be charged for the time they could have worked. First and second late book-off – charged with missed work opportunity. Third, fourth and fifth late book-offs within a

six-month period – suspended for 48 hours and charged 32 hours at the appropriate rate. Each subsequent late book-off within a six-month period will mean a one-week suspension from work in addition to being charged for missed work opportunity or a minimum of 40 regular hours being charged. Each LBO will be counted as an Incident.

D. N. S. – DNS occurs when an employee fails to report for work without notifying the employer or the Dispatch Center in advance. Each DNS will mean a 48-hour suspension in addition to being charged 32 hours at the appropriate rate. Six D.N.S.'s within a six-month period will mean a two-week suspension from work in addition to being charged for missed work opportunity or a minimum of 80 regular hours being charged. Each DNS will be counted as an Incident.

To be reinstated the employee must contact the Dispatch Center as outlined in article 58:06 a)

Hiring Hall Refusal – Hiring Hall Refusal (HHR) is a refusal of an assignment after logging into the Hiring Hall. Up to three Hiring Hall Refusals will be charged for missed work opportunity and suspended for 24 hours. Each subsequent Hiring Hall Refusal within a six-month period will mean a one-week suspension from work in addition to being charged with missed work opportunity or a minimum of 40 regular hours being charged. Each HHR will be counted as an Incident.

Work Site Refusal - A Work Site Refusal (WSR) is an employee who refuses to be switched at the work site after the start of the work period. First and second Work Site Refusal – charged with missed work opportunity and suspended for 24 hours. Each subsequent Work Site Refusal within a six-month period – suspended for 48 hours and charged 32 hours at the appropriate rate. Six or more within a six-month period will mean a two-week suspension from work in addition to being charged for missed work opportunities or a minimum of 80 regular hours being charged. Each WSR will be counted as an Incident.

Six (6) overall incidents in a six-month period* will mean a one-week suspension from work in addition to being charged for missed work opportunity or a minimum forty (40) regular hours being charged. The suspension will commence on the sixth incident and each subsequent incident.

Six (6) DNS's and/or WSR's in a six-month period* will mean a two-week suspension from work in addition to being charged for missed work opportunity or a minimum forty (40) regular hours being charged per week. The suspension will commence on the sixth DNS and/or WSR's and each subsequent DNS and/or WSR's.

*It is understood to mean that each year will be broken into two six-month segments, the first from January to June and the second from July to December.

Short – Short occurs when a labour requirement exists and there is no labour available from the Union pool for pre-assignment because the pool has been exhausted. This job is not considered free from the Hiring Hall.

Extra – Extra occurs when there is a labour requirement in addition to the Company's Basic Work Force. This job is not considered free. However, an unforeseen extra from the Hiring Hall is considered free.

Replacement – Replacement is labour that replaces a DNS, LBO or Refusal. This job is considered free. (Exception – man who called in by 3pm for all night, this job is not considered free).

Double – Double occurs when an employee has worked i.e., any period within a day, elects to log in for an all-nighter, and is dispatched for the all-night job or the second half of an all-nighter. At this point they have worked a double and is not eligible to work again until 19h00 the same day. Should the all-nighter or the second half of an all-nighter only go to 04h00, the employee may call to make themselves available or can log in at the Hiring Hall for 13h00 and will be dispatched at the end of his respective group. If an employee has not worked during the day and is not assigned the next day, is dispatched to an all-nighter, they can then elect to log in at the Hiring Hall for 08h00 and/or 13h00 and if dispatched for either period, can log in for the half night (19h00 – 23h00), they are considered to have worked a double. Should they be dispatched for any of the above, they must report back to the hiring hall or call to make themselves available for dispatching for 13h00 and 19h00 (½ night) periods at which time they will be dispatched at the end of his respective group.

Interjurisdictional Checker Reserve – Members made up of the General Longshore, Shipliners, Linesmen and Gear Mechanical Repair Classifications who possess the “SENDT” checking skill. This reserve pool will be limited to ten (10) members.

Port-Wide Secondary Hiring Pool – New Union members who are removed from Basic Work Forces because the average is less than 413 hours per calendar quarter.

58:02

- a) The parties agree that the Hiring System shall remain in effect except as otherwise specifically modified by these rules or as otherwise determined by the Joint Manpower Committee.
- b) The current provisions with respect to the hiring of basic work forces remain intact and unchanged.
- c) There shall be a centralized dispatching system solely for the purpose of dispatching extra men and replacements (subject to Article 58:02 b) above).
- d) The operation of the central dispatching system, including the determination of the facilities and equipment to be used, as well as the priority of work, shall be the responsibility of Management.
- e) The dispatching of labour through the central dispatching system shall be done in two phases:
 - 1) on a pre-period, basis utilizing a telephone based and modern communication system through which Union Members and White Card employees may obtain notice of their respective work assignments.

- 2) from a Hiring Hall where labour required for orders not filled through (1) above, replacements for men who failed to report for work as assigned and unforeseen needs, shall be filled. In the case of "unforeseen needs", the Union will be advised of the details.
- f) In each phase of the central dispatching system, the actual selection of employees for assignment from the appropriate labour pools as set forth herein, shall be on the basis of work priority established by Management as required, the skill (s) of the employee (s) and the year-to-date earnings of the employee (s) as defined herein.
- g) The ordering of labour by Companies shall be done as in the past with the exception that the Companies and/or Dispatch Center shall place orders and assignments on the appropriate tapes. The Dispatch Center shall advise the Union as per Article 58:02 of the Collective Labour Agreement.
- h) It is understood and agreed that the only employees eligible to log in at the Hiring Hall are those who are not already ordered/assigned as a member of a basic work force, or otherwise assigned as provided for herein and are not otherwise ineligible as set forth herein.

58:03

The specific operation of the central dispatching system for the appropriate work period shall be as follows:

- a) Pre-Period Dispatch for 08h00, 09h00, 10h00, 11h00, 13h00, 19h00 and 24h00
 - 1) The labour pool of eligible employees for 08h00, 09h00, 10h00, 11h00, 13h00 and 19h00 (half night) shall be comprised of all Union members and White Card employees who have not been otherwise ordered. The labour pool for 19h00 all night and 24h00 start shall be comprised of all Union members and White Card employees who have not worked at either 08h00, 09h00, 10h00, 11h00 or 13h00 or all that day.
 - 2) The assignments and orders of men to fill known requirements for extras and/or replacements shall be placed on-a telephone tape and an agreed upon modern communication system as follows:

<u>WORK PERIOD</u>	<u>TAPE ORDERS</u>	<u>ASSIGNMENTS</u>
08h00,09h00,10h00, 11h00	16h45 preceding day	17h30
13h00	11h15	11h30
19h00	16h15	17h00
24h00	16h15	17h00

<u>SHIFTS</u>	<u>TAPE ORDERS</u>	<u>ASSIGNMENTS</u>
08h00	16h45 preceding day	17h30
16h00	11h15	11h30
24h00	16h15	17h00

NOTE: Pre-day assignments for members of each Classifications assigned to work under their own Classification or another Classification will be on the assignment tape (635-8514) at the appropriate times as set forth above.

- 3) In addition, to the provisions set forth herein above, it is agreed that in any pre-period dispatch wherein all available Union members are assigned, the Cardmen may be assigned subject to the November 7th, 2014, Letter of Agreement (4hr Dispatch).

b) There are three log-in periods every day. These are:

07h15 to 07h30

12h15 to 12h30

18h15 to 18h30

- 1) All men who log-in are sorted by seniority, Pick Number, and skills.

For work within Local 273 Shipliners shall be sorted:

- i) Local 273 Shipliner members
- ii) Local 273 General Longshore members
- iii) Local 273 Linesmen
- iv) Local 273 Gear/Mechanical members
- v) Local 273 Checkers members
- vi) Port-wide secondary hiring Pool
- vii) Full Time Trainer
- viii) Officers of the union

- ix) Cardmen
- x) Referrals

Note: Members “held in” will be allowed to:

- 1) log in at the hiring hall,
- 2) through the modern communication system or
- 3) by calling the Dispatch for work to commence prior to the period in which they are held in for.

Anyone else seeking work through the central dispatching system must sign the appropriate waiver form and thereafter comply with the log-in procedures which may be in effect (i.e., Referral List).

The individuals who have logged-in shall then be dispatched to fill all jobs in accordance with the relevant procedures herein.

- 2) If an individual is dispatched in error, they can be recalled prior to the start of the work period and reassigned or replaced by the correct individual.
- 3) If a member of Local 273 Shipliners is late for the log-in, then they will not be eligible to be dispatched until the current log-in pool that is already dispatched is exhausted (excluding Referral List). If after that, there are remaining jobs, after the log-in period, the priority of dispatch will be:
 - i) Local 273 Shipliner members in Hall according to pick.
 - ii) Late log-in Local 273 Shipliner members
 - iii) Union men from other Classifications (in priority sequence)
 - iv) Cardmen
 - v) Referrals

- c) Hiring Hall for the 08h00, 09h00, 10h00, 11h00, 13h00, 19h00 and 24h00 Work Periods:

As of 07h30 for 08h00, 12h30 for 13h00 and 18h30 for 19h00 and 24h00 the dispatching of additional known labour requirements and switching shall commence. The priority will be as set out in Article 58:03 (b) (1).

- d) Hiring Hall for the 19h00 Work Period for work expected to go beyond 23h00

- 1) Union members would be assigned to the 19h00 to 23h00 segment of the all-night order from among Union members not eligible for all night but are eligible for the first half of the all-night order. If extras or replacements are required, they would be filled by Union members who had logged in and then Cardmen/Referrals (Cardmen/Referrals would be assigned at the Dispatch Center for the second half of the all-night order).

- 2) The Dispatch System will accommodate employees who wish to log-in under the above conditions. Any assignment accepted by an employee for the half night will result in the mandatory acceptance of any continuing assignment beyond 23h00.
 - 3) The priority when Dispatching night orders at the Hiring Hall shall be as follows:
 - a. Midnight Start orders
 - b. All Night orders
 - c. 2nd Half orders
 - d. ½ Night orders
 - e. 1st Half orders
 - 4) The labour pool shall be constituted as it is for the Hiring Hall dispatch for 08h00. However, in dispatching employees from preference groups the sequence of priority shall be as follows:
 - i) Employees who did not work today and are not assigned tomorrow.
 - ii) Employees who did work today and are not assigned tomorrow provided they have made himself available for the All-Nighter by 15h00.
 - iii) Employees who did not work today and are assigned tomorrow provided they have made himself available for the All-Nighter by 15h00.
 - iv) Employees who did work today and are assigned tomorrow provided they have made himself available for the all-nighter by 15h00.
 - v) Employees who did work today and are not assigned tomorrow and have not called in by 15h00. These members may elect to log in at the hiring hall 18h15 - 18h30 to be dispatched either for all night or (if previously assigned for a half night, other than in the case of a vessel finishing) for the second half of the all-nighter by advising the dispatcher they want to bump a non-union at midnight. Upon completion of the hiring hall, the dispatcher will advise the company of the job to be bumped.
 - 5) After completion of the 19h00 dispatching of labour, the names of remaining employees with necessary skills (in order of Pick) at the Hiring Hall at 19h00 will be given to any Company that has work that evening or night as a source of replacement labour should such become necessary due to unforeseen circumstances.
- e) Hiring Hall for the 19h00 Work Period for work not expected to go beyond 23h00, preference shall be given as listed in Article 58:03 b) 1).
- 1) An employee assigned to a half night due to skill requirements and would have been assigned to an all-night may at 24h00 displace a Cardman or individual on the Referral List provided he has made this intention known to the Dispatch Center at 19h00 and his

assignment for the half night is completed. Once the Union man has committed to work the second half of the night period he must do so.

- 2) A member of Local 273 Shipliners and/ or Cardman/Referral who is assigned to work under the jurisdiction of other Classifications will be deemed to have worked for the purpose of this dispatch priority except for Lines work.

58:04

Upon completion of a dispatch, should a skill shortage exist and there are non-dispatched employees in the Hiring Hall then the skill requirements shall be filled in the following sequence:

- a) Switch skills in order of low earnings (Pick List) from within the BWF that is short providing that the new vacancy thus created can be filled from employees remaining in the Hiring Hall providing the BWF list is exhausted.

For member companies without a BWF, Dispatch will switch skills in order of low earnings (Pick List) from within the employer's assigned employees that is short providing that the new vacancy thus created can be filled from employees remaining in the Hiring Hall.

- b) Obtain skills in order of high earnings (Pick List) working in other employer's assigned employees providing that the new vacancy thus created can be filled from employees remaining in the Hiring Hall.
- c) When switching, the least amount of switches will be the guiding principle. An employee will only be switched once in a work period.
- d) An employee who is shifted from one job to another due to skill shortage will return to his original assignment at the next available work period if the assignment to which they were shifted is completed or reduced.
- e) In the event of a skill shortage with no employees left in the Hiring Hall or none who can be dispatched to fill a vacancy in accordance with the foregoing, then Management will make every effort to telephone available port wide employees who possess the required skills in order of low pick earnings as set out in Article 58:03 b) 1)

In the event there are no available Portwide employees who possess the required skills then Dispatch will obtain in order of high pick earnings the employee who can be switched to the short and Management will make every effort to telephone available Portwide employees who possess the required skills of the employee to be switched in order of low pick earnings.

When calling for skills – only employees that are identified as 'available' and Linesmen, Full Time Trainer and Officers of the Union will be called.

- f) If after exhausting the above, then an employee can voluntarily accept to do a Double accordingly.

- g) A detailed Hiring Hall report will be sent to the Union within the work period within a reasonable timeframe.

58:05

- a) The parties agree that Local 273 Shipliner employees must follow their own jurisdiction before they can be dispatched to a job in another Classifications jurisdiction, with the exception of those who are in Interjurisdictional Checker Reserve Pool. If an employee is dispatched to another Local's jurisdiction and it is later found that the employee is required for his skill in his own jurisdiction, they will be transferred and replaced from the Hall.
- b) Union members on a work through will automatically be available for pre-assignment to the next work period unless they have booked off in advance (10h30 and 15h30). Union members on a work through may also book off between 11h00 & 12h30 and 16h00 & 18h30 and this will not be considered a late book off.
- c) In the event anyone assigned for all night work or work expected to go beyond 24h00 is in fact released at or before 24h00, the Company must advise the Dispatch Center no later than 07h00 as to the names of the individuals involved and the time they were released. The individual shall retain his normal eligibility for dispatch at the Hiring Hall for 08h00 and for pre-assignment at 13h00 and/or 19h00.
- d)
 - 1. When there is a reduction of manpower going into a meal hour work through, the employees will be reduced by Pick List (From High Pick to Low Pick) at the same terminal. However, a Union man will be entitled to displace a Non-Union man. A Union member released at 23h00 or 04h00 may displace a Non-Union employee at 23h00 or 04h00.
 - 2. Individual who has worked all night and want to go to work at 13h00 the following day must call into Dispatch by 10h30. Dispatch would add these individuals to their orders.
- e) The parties hereby agree that the availability and acceptance of work assignments by employees is essential to the effective operation of the central dispatching system. In addition, it is agreed that employees will give as much advance notice as possible when they are unavailable. It is further understood that an employee is required to stay with a work assignment subject to the provisions set forth herein. The Companies will endeavour to inform the crews as soon as possible for a work through.

58:06

- a) To be reinstated into the Dispatch System an employee must call the Dispatch Office by the following times:

for 08h00, 09h00, 10h00 & 11h00 start	by 15h30 previous day
for 13h00 & 16h00 start	by 10h30 same day

for 19h00 start
for 24h00 start

by 15h30 same day
by 15h30 same day

- b) Nothing herein contained in any way restricts or limits the basic rights, obligations and responsibilities of the parties arising from their collective bargaining relationship and the collective agreement.

58:07

- a) The earnings to be used for the purposes of dispatching labour, as referred to above, shall be comprised of earnings for all regular work assignments recorded on the Maritime Data Center payroll records. Earnings received for replacement assignments and work assignments received through the Dispatch Center log-in will not be charged. The charging for missed work opportunity shall be based on the appropriate wage rate and guarantee for each work period involved. Filling jobs from the Hall that are a Short or Extra are not considered a Freebie.
- b) An employee who is unavailable for a period exceeding thirty (30) days for reasons other than sickness or Worker's Compensation shall, for the period of unavailability in excess of thirty (30) days, upon his return be placed on the port wide list at high man plus \$1.00 for one (1) week. New union members and members returning to work after a period of unavailability of one (1) year or longer will be placed on the port wide list at high man plus \$1.00 for two (2) weeks.
- c) An updated earnings list based on the foregoing shall be published weekly and shall be utilized for the period from 08h00 Sunday to 08h00 the following Sunday.

58:08

- a) Any company, which decides to have a 19h00 all-nighter or a midnight start, may elect to 'HOLD IN' BWF members. In such a case, high BWF members will be held in from pre-day and pre-period dispatches. The number of men held in shall be a minimum of 50% of the total required for the all-nighter or midnight start. However, the number of men held in shall not exceed 50% of the BWF's total.

There are two (2) times when a company may be required to hold in men:

- At 16h30 for 19h00 or a Midnight Start the next day.
 - At 11h00 for 19h00 or a Midnight Start the same day (provided the employees HELD did not already work 08h00-12h00)
- b)
- 1) Extras (over and above the BWF members held in) required for an all-nighter or midnight start are pre-assigned as follows:
- i) Union members who have not worked today and not assigned for 08h00 the following day.
 - ii) Union members who have worked today and voluntarily called in by 15h00 and are not assigned for 08h00 the following day.

- iii) Union members who have not worked today and voluntarily called in by 15h00 and are assigned for 08h00 the following day. These members will be replaced (if worked all night) at 08h00 the following day by eligible BWF members or through the hiring hall.
- iv) Union members who have worked today and voluntarily called in by 15h00 and are assigned for 08h00 the following day. These members will be replaced (if worked all night) at 08h00 the following day by eligible BWF members or through the hiring hall.
- v) See Article 58.03 b) 1)

If a shortage exists at this point, the remaining jobs are each split in two parts (The first half of an all-nighter and the second half of an all-nighter.)

- The first half jobs (19h00 - 23h00) will be filled by pre-assigning the lowest union members who were ineligible for an all-nighter but are eligible for a half nighter.
- The second half jobs and unfilled first half jobs will be filled from the Hiring Hall.

- 2) Extras (The second half jobs, unfilled first half jobs and/or replacements for and DNS's) will be filled from the hiring hall as follows:

Union Members

For all-nighters (replacing Refusals/DNS):

- i) Union members who have not worked today and are not assigned tomorrow.

For all-nighters and/or second half shorts (24h00 - 04h00):

- ii) Union members, who have worked today, voluntarily called in by 15h00, and are not assigned tomorrow.
- iii) Union members, who have not worked today, voluntarily called in by 15h00, and are assigned tomorrow.
- iv) Union members, who have worked today, voluntarily called in by 15h00, and are assigned tomorrow.
- v) Union members who have worked today, have not called in by 15h00, and are not assigned tomorrow. These members may elect to log in at the hiring hall 18h15 - 18h30 to be dispatched either for all night or (if previously assigned for a half night, other than in the case of a vessel finishing) for the second half of the all-nighter by advising the dispatcher they want to bump a non-union at

midnight. Upon completion of the hiring hall, the dispatcher will advise the company of the job to be bumped.

- vi) See Article 58.03 b) 1)

For the unfilled first half jobs (19h00 - 23h00): Lowest union men who were ineligible for the all-nighter but are eligible for a ½ night.

Cardmen

For all-nighters:

- i) Cardmen who have not worked today and are not assigned tomorrow.
- ii) Cardmen who have worked today ("logged in" at the hiring hall for "all night") and are not assigned tomorrow.
- iii) Cardmen who have not worked today ("logged in" at the hiring hall for "all night") and are assigned tomorrow.
- iv) Cardmen who have worked today ("logged in" at the hiring hall for "all night") and are assigned tomorrow.

For the unfilled first half jobs (19h00 - 23h00): Lowest Cardmen who were ineligible for an all-nighter but are eligible for a ½ night.

For the second half jobs (24h00 - 04h00): These jobs will be filled from the men remaining in the hiring hall after completion of filling the midnight jobs and all-night jobs.

- 4) In the event the all-nighter or midnight start order is cancelled prior to 16h00, the BWF members HELD IN will be compensated for the missed work opportunity (08h00 - 12h00 and/or 13h00 - 17h00) at the appropriate rate of pay.
- 5) In the event the all-nighter is reduced to a half nighter prior to the completion of a vessel, the men ordered will be compensated for the period 24h00 - 04h00 at the appropriate rate of pay.
- 6) In the event of a work through to finish the vessel, the men shall be paid for time involved or the equivalent of the appropriate rate for the 24h00 to 04h00 period.

Note: All night refers to work beyond midnight.

c)

- 1) Should an employee be held in for an all-night order (19h00) they may elect to make himself available for work at 08h00 or 13h00 on the day they are held in by informing

the Dispatch Office and being made available for a pre-period dispatch or by logging into the Hiring Hall.

- 2) Should an employee be held in for a midnight start he may elect to make himself available for work at 08h00 or 13h00 on the day he is held in by informing the Dispatch Office and being made available for a pre-period dispatch or by logging into the Hiring Hall.
- 3) Should an employee work past 18h00 he will be replaced by the next person on the earnings list who is not working the first half of the all-night order. This person will be able to take his held in job at midnight.
- 4) Should an employee work past 23h00 he will be replaced by the next person who has made himself available for the all-night order or midnight start. If this condition is not met, then the job will be filled from the Hiring Hall.
- 5) The order of sequence to replace these jobs, should the employee work through past the hour shall follow Article 58:03 b) 1).
- 6) Should an employee that is held in for an all-night order or a midnight start work in the day or a half night and for no other reason other than an emergency not take his held in order, he shall be suspended for forty-eight (48) hours and be charged with twenty-four (24) hours of earnings. **NOTE:** Failure to take your all night or midnight start order after being held in, will not have this applied as a penalty as per 58:01 d) definitions. It is the parties intent that these two documents are separate and distinct.

58:09 Linesmen, Full-time Union Trainer, and Officers of the Union must make themselves available through the Dispatch or Hiring-Hall to seek work outside. Once they have made themselves available, they must accept all assignments for which they are qualified.

58:10 If a Union Member is not pre-dispatched at 08h00 the next day and a non-union employee is pre-dispatched to an All-Nighter job and there are no known jobs at the Hiring Hall with the Union Member's skills, then the Union Member will go to the highest skill priority on their skill set within their classification and Dispatch priority to which a non-union employee has been pre-dispatched to. The non-union employee in that skill will be displaced and moved to the highest non-union employee skill position and the highest non-union employee will go home.

If a Union Member worked All-Night and wants to work a double at 08h00 and there are no known jobs at the Hiring Hall with the Union Member's skills, then the Union Member will go to the highest skill priority on their skill set within their classification and Dispatch priority to which a non-union employee has been pre-dispatched to. The non-union employee in that skill will be displaced and moved to the highest non-union employee skill position and the highest non-union employee will go home.

For greater clarity this is not limited to the union members classification and does not apply to union members who are booked off.

Article 59 - Letters of Agreement/Intent

59:01 The attached Letters of Agreement/Intent will form part of the Collective Agreement between the parties, and it is understood that any agreed to changes will be implemented at the earliest possible date

APPENDIX A

LETTER OF AGREEMENT

This is a letter of agreement between the parties as it relates to Article 15 – Re-classification of the Collective Labour Agreement between ILA Local 273 General Longshore and the Port of Saint John Employers Association. Specifically, it is agreed the parties will prepare a backup pool of employees to perform work as outlined in Article 15, and those employees will be subject to the Terms and Conditions as outlined in Article 15. The size of the backup pool will be set by the Joint Manpower Committee. Those employees assigned to this back up pool will be selected from ILA Local 273 General Longshore Bargaining Unit providing those employees have a medical work restriction and are able to perform the work covered in Article 15.

Respectfully,

For ILA Local 273

General Longshore

For Port of Saint John

Employers Association

Brian Duplessis

Lorne De Gaust

Dated: May 28, 2003

APPENDIX B

LETTER OF AGREEMENT

This is a letter of agreement between the parties pertaining to employees who are currently on Long-Term Disability, either on the ILA/PSJEA Pension & Welfare Plan or WHSCC. Specifically, it is agreed employees on Long-Term Disability will be given the opportunity to transfer to the General Longshore Bargaining Unit provided they are capable and have the necessary education, training, and experience. This opportunity is limited to those employees who are currently unable to perform any gainful occupation in their own Bargaining Unit.

Respectfully,

For ILA Local 273
General Longshore
Brian Duplessis
Dated: May 28, 2003

For Port of Saint John
Employers Association
Lorne De Gaust

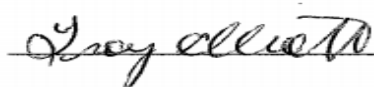
This is a letter of agreement between the parties pertaining to employees who are currently on Long-Term Disability, either on the ILA/PSJEA Pension & Welfare Plan or WHSCC. Specifically, it is agreed employees on Long-Term Disability will be given the opportunity to transfer to the Checker Bargaining Unit provided they are capable and have the necessary education, training, and experience. This opportunity is limited to those employees who are currently unable to perform any gainful occupation in their own Bargaining Unit.

For ILA Local 273
Checker Bargaining
James Palmer
Dated: June 17, 2003

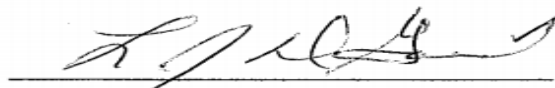
For Port of Saint John
Employers Association
Lorne J. De Gaust

This is a letter of agreement between the parties pertaining to employees who are currently on Long-Term Disability, either on the ILA/PSJEA Pension & Welfare Plan or WHSCC. Specifically, it is agreed employees on Long-Term Disability will be given the opportunity to transfer to the Shipliner Bargaining Unit provided they are capable and have the necessary education, training and experience. This opportunity is limited to those employees who are currently unable to perform any gainful occupation in their own Bargaining Unit.

**For I.L.A. Local 273
Shipliner Bargaining Unit**



**For Port of Saint John
Employers Association**



Dated: December 4, 2003

APPENDIX C
LETTER OF INTENT

May 28, 2003

Mr. Brian Duplessis
President
ILA Local 273
Saint John, N. B.

Dear Brian:

SUBJECT: **EMPLOYEE R.R.S.P. DEDUCTIONS**

The Union will supply the names of three Carriers, and all relevant transfer information pertaining to these Carriers, to Maritime Data Center Inc., with respect to employee R.R.S.P. deductions.

Maritime Data Center Inc agrees to remit all R.R.S.P. employee deductions to the Carrier or Carriers that the employee has chosen. The employee is responsible for registering with the Carrier(s) that he has chosen.

It is understood that the employee may opt to have deductions placed with one or more Carriers. This is permitted providing the employee informs Maritime Data Center Inc., of the total deduction desired, and the breakdown of the amount of the deduction to each Carrier. It is also understood that the employee may increase/decrease, stop/start his deductions at any time. Furthermore, the employee may change Plan Carriers. It is understood that this privilege, in terms of the frequency of change, will not be abused.

In addition, the employee may have the option, depending on the type of plan he has entered into, of realizing an immediate tax savings at source, or a regular tax savings at year-end. Notification must be given to Maritime Data Center Inc., on what option the employee wishes to pursue, along with the necessary documentation.

It is understood that Maritime Data Center Inc. will act as a vehicle and only a vehicle, for the transfer of employee R.R.S.P. deductions as so prescribed. The placement of employee deductions, and the liability, if any, is solely between the employee and the plan administrator.

Yours very truly,

PORT OF SAINT JOHN EMPLOYERS ASSOCIATION
Lorne J. De Gaust
Vice President & General Manager

Appendix D

LETTER OF INTENT

May 28, 2003

Mr. Brian Duplessis
President
ILA Local 273
Saint John, N.B.

Dear Brian:

SUBJECT: **UNIONIZED SUPERVISORS**

Management, in consultation through the Joint Manpower Committee, agrees to establish criteria to determine the roles, responsibilities and expectations of the unionized supervision. The objective is to create an environment whereby the unionized supervision will take a proactive role in the management of the operations.

These responsibilities will include but are not limited to the following:

- Work with Management supervision to ensure work is carried out in an efficient and productive manner.
- Direct employees under their control
- Ensure work is carried out following all policies and procedures.
- Ensure all health and safety policies and standards are met.
- Discipline of employees

Yours very truly,

PORT OF SAINT JOHN EMPLOYERS ASSOCIATION

Lorne J. De Gaust
Vice President & General Manager

Appendix E

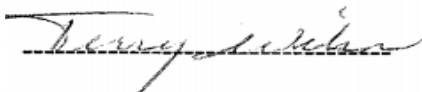
Memorandum of Agreement

November 1, 2011

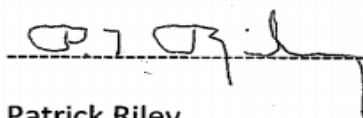
1. I.L.A. Local 273 and PSJEA agree to jointly request that the C.I.R.B. merge the existing Checkers, Shipliners and General Longshore bargaining units with the bargaining unit description to be agreed by the parties.
2. The parties will discuss the terms of a single collective agreement, provided that:
 - a) The existing jurisdictional lines will remain for each classification including, without limitation, provisions relating to seniority, manning, dispatch and hours of work.
 - b) If the parties cannot agree on the wording of the single collective agreement, either party may refer the matter to the C.I.R. B. for determination in accordance with the C.I.R.B.'s authority in S.18.1 of the Canada Labour Code but neither party will take a position which would require the Board to make a material change in the existing rights or benefits of any employee.
 - c) The hearing will be adjourned sine die.

Agreed by the parties this 1st day of November 2011.

I.L.A. Local 273



Terry Wilson

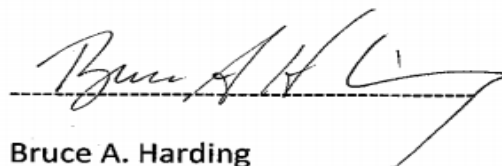


Patrick Riley

Port of Saint John Employers
Association



Donald G. Scott



Bruce A. Harding

Appendix F

LETTER OF AGREEMENT

Coopering of Cargo for Deck-Load Stow

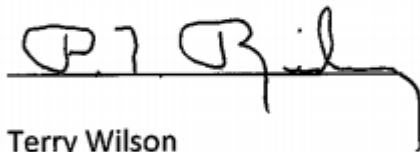
- 1) Should the loading of the lumber finish in a pay period when there is a foreman with a gang working, the gang will stand-by while the crew tarps cargo. The number of crew cannot exceed the men in the gang.
- 2) If at the end of a work period, there is a work through, the foreman will stay with the equal amount of men for every crew member tarping. (Men with Coopering Skill then low men)
- 3) If a loading gang is not ordered in a pay period and there is a need for a coopering gang, the manning shall be one foreman and equal ILA Local 273 labour hired for every crew member that is involved in the tarping.
- 4) Should there be a multi-lift gang working and there is a reduction from a three or two place multi and coopers are required to tarp the finished hatches they will be over and above the minimum gang manning as stated in the CLA.
- 5) Should the coopering gang be needed for the start of a work period, and the ship's crew are doing the work, a foreman will be hired along with the proper number of Union members with the coopering skill, then before any non-union are hired all union men must be exhausted in all bargaining classifications that are available to work.

- 6) Should the tarping of lumber be done by ILA Local 273 labour and not the crew, the minimum manning shall be a foreman plus two men. (Men ordered to have Cooper Skill)
- 7) This agreement applies to this present contract of lumber shipments between the Port of Saint John Employers Association member companies and MFP, shipping out of the Port of Saint John.

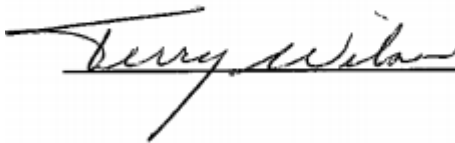
Respectfully,

For I.L.A. Local 273
General Longshore

Pat Riley

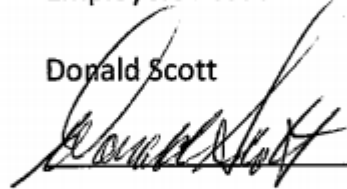


Terry Wilson

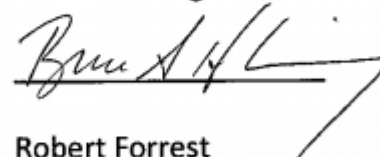


For Port of Saint John
Employers Association

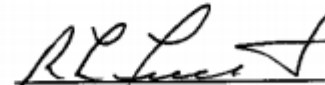
Donald Scott



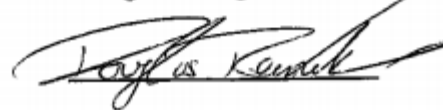
Bruce Harding



Robert Forrest



Doug Beckingham



Signed this 9TH day of October, 2013

Appendix G

LETTER OF AGREEMENT

MANPOWER COMMITTEE MEETING

WEDNESDAY, MAY 27, 14H00, 2009

Those present: P. Riley, B. Duplessis, T. Wilson, J. Palmer, F. Nice
D. Beckingham, B. Forrest, B. Harding, D. Scott

This meeting centered on the project cargo operation at Lower Cove and how going forward, in relation to shift work, we could better manage the operation. There was a general agreement amongst those present that adjustments had to be implemented in order to better accommodate shift work.

At the start of the meeting D. Beckingham indicated he would approach APL to work periods as opposed to shifts. For example, work 8-12, 1-5, 5-7 and then order a fresh gang for an all-night order at 7 p.m. It was felt this ordering structure might provide a more viable alternative.

1. When ordering for shifts, the following structure is proposed:

Shift 08h00 to 16h00

When ordered for this shift the only time an individual can be pre-period dispatched is for 08h00 the next day. The individual can voluntarily put in for a double for either the 00h00 to 08h00 shift or the 08h00 to 16h00 shift.

Shift 16h00 to 00h00

When ordered for this shift the only time an individual can be pre-period dispatched is for 16h00 the next day. The individual can voluntarily put in for a double for either the 00h00 to 08h00 shift or the 08h00 to 16h00 shift.

Shift 00h00 to 08h00

When ordered for this shift the only time an individual can be pre-period dispatched is for 00h00 the next day. The individual can voluntarily put in for a double for either the 08h00 to 16h00 shift or the 16h00 to 00800 shift.

2. The provision for holding in will now be applied for shift work. Provided you are working three shifts, a company will be permitted to hold in one third (33%) of their work force. If required, a company could hold in more than this amount. If you are working less than three (3) shifts you must hold in at least (50%) of your order.

3. Rolling Starts

For these rolling starts the manning will be applied to filling the 08h00 start first, then the 09h00 or 10h00 start shall be filled with the higher wage earners on the company rotation list.

4. Foreman Skill

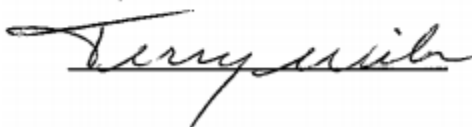
Each company will provide Dispatch with the names of those individuals they have selected as Foremen at their facility. These individuals will be placed in the dispatch system, as having these skills, for example, there will be an Empire Foreman, a Fortterm Foreman and a Potash Foreman. When coming to the Hiring Hall for one of these skills and there is no one available with these company Foreman skills then the basic Foreman skill will be used.

5. Miscellaneous

- ✓ Management will forward the Cruise proposal to the Union on Thursday, May 28, 2009.
- ✓ D. Scott will arrange meeting with Rod Malcolm and the APL representative as soon as possible to discuss the project cargo operation.
- ✓ The Union advised that L. Mercer should be the Trainer on the Fred Steeves rolled clamp training.

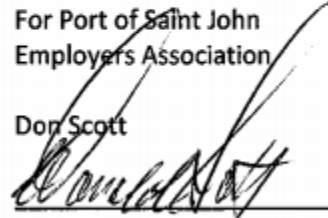
For I.L.A. Local 273
General Longshore

Terry Wilson



For Port of Saint John
Employers Association

Don Scott



APPENDIX H

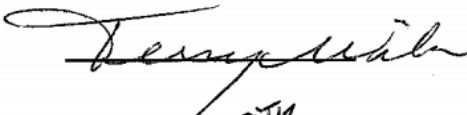
LETTER OF AGREEMENT

RE: LINESMEN

Subsequent to a Manpower Committee meeting with reference to Linesmen, I.L.A. Local 273 did agree that Linesmen can seek work in the General Longshore, Shipliner or Checker bargaining classifications after their lines work is physically done even though the pay times might overlap.

For I.L.A. Local 273
General Longshore

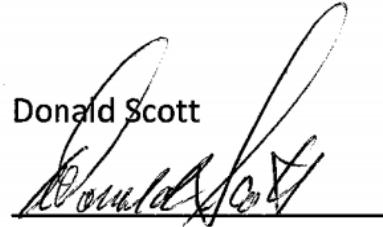
Terry Wilson



Signed this 9TH day of October, 2013.

For Port of Saint John
Employers Association

Donald Scott



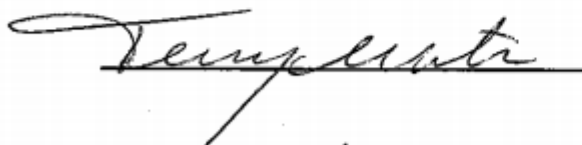
APPENDIX I

LETTER OF AGREEMENT

The parties agree in an instance where an employee resigns from a BWF, he has to wait 30 days before being accepted in a new BWF.

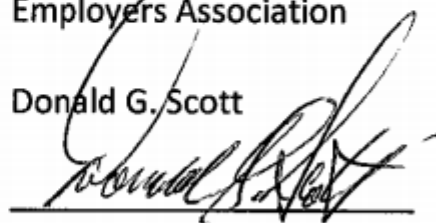
For I.L.A. Local 273
General Longshore

Terry Wilson

A handwritten signature in cursive script, appearing to read "Terry Wilson", written over a horizontal line.

For Port of Saint John
Employers Association

Donald G. Scott

A handwritten signature in cursive script, appearing to read "Donald G. Scott", written over a horizontal line.

Signed this 9th day of October, 2013.

APPENDIX J

LETTER OF AGREEMENT

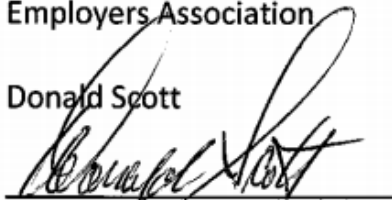
Re: Receiving of Salt

The receiving of salt at any Port of Saint John facility will be patterned after the Potash Terminal model, i.e. early start 07h00, 08h00 to 12h00 and then a work through until 13h00. If required, a new compliment of men would be ordered at 13h00. Additionally, Management reserves the right to start at 08h00 pending any operational issues that may arise.

Given that I.L.A. Local 273 is in agreement with this model of operation, Management intends to order labour upon the commencement of this operation as per the aforementioned template.

For Port of Saint John
Employers Association

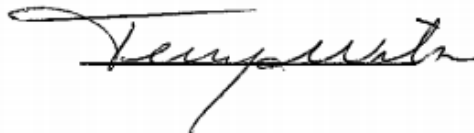
Donald Scott



Signed this 9th day of October, 2013.

For I.L.A. Local 273
General Longshore

Terry Wilson



APPENDIX K

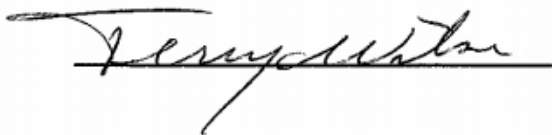
LETTER OF AGREEMENT

Re: Group Seniority

Any I.L.A. Local 273 member who transfer's to another classification will maintain their group seniority should they choose to return to their original classification.

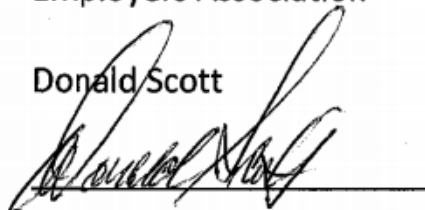
For I.L.A. Local 273
General Longshore

Terry Wilson

A handwritten signature in black ink, appearing to read "Terry Wilson", written over a horizontal line.

For Port of Saint John
Employers Association

Donald Scott

A handwritten signature in black ink, appearing to read "Donald Scott", written over a horizontal line.

Signed this 9TH day of October, 2013.

APPENDIX L

LETTER OF AGREEMENT

Termite Skill

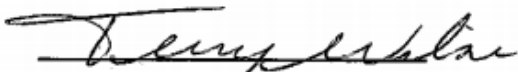
At the December 6, 2006 Joint Manpower Meeting it was mutually agreed that the operation of the Termite could be done by anyone who has the clamp skill as far as operating its functions on the wharf. We also stated that using it in the hold of the ship would require as in the past, the bulldozer or pay loader skills.

This was voted on and passed by the Membership of I.L.A. Local 273 at the February 7, 2007 monthly meeting.

Respectfully,

For I.L.A. Local 273
General Longshore

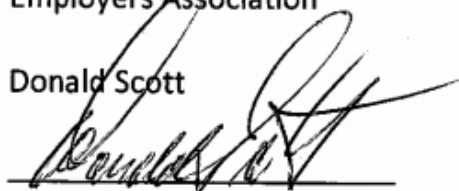
Terry Wilson



Signed this 9TH day of October, 2013

For Port of Saint John
Employers Association

Donald Scott



APPENDIX M

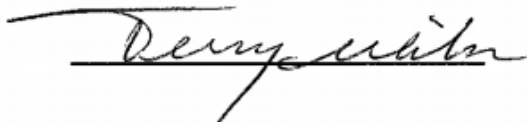
LETTER OF AGREEMENT

Re: Probation Period for Switching Bargaining Units

The parties agree that when switching bargaining units, individuals will have a period of forty-five (45) days or sixty (60) hours, whichever is the longest to return to their original bargaining unit.

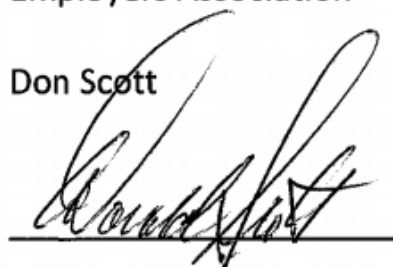
For I.L.A Local 273
General Longshore

Terry Wilson

A handwritten signature in cursive script, appearing to read "Terry Wilson", written over a horizontal line.

For Port of Saint John
Employers Association

Don Scott

A handwritten signature in cursive script, appearing to read "Don Scott", written over a horizontal line.

Signed this 9TH day of October, 2013.

APPENDIX N



September 15th, 2015

Donald Scott
Vice President & General Manager
Port of Saint John Employers Association

Patrick Riley
Business Agent & Secretary
International Longshoremen's Association, Local 273

Dear Don & Pat:

Re: SJPA Trade and Business Development

Further to our discussion of September 14th, 2015 and previous correspondence on the above noted subject, I am pleased to provide you with the following, noting that bullet #2 has been changed to reflect the spirit of our discussion.

- With respect to Trade and Business Development opportunities, it is the intention and preference of the SJPA to engage customers and to lease assets to businesses that are engaged in waterborne trade.
- In advance of concluding any business deals involving cargo/goods and SJPA assets, it is the intention of the SJPA to ensure that jurisdictional labour agreements are relayed to the prospective lessee and understood. If there is any ambiguity in this regard, it is the intention of the SJPA to consult jointly with the PSJEA and ILA Local 273.
- It is the intention of the SJPA to acknowledge the existing labour jurisdiction agreements that are in place between the PSJEA and ILA Local 273, and it is the goal of the SJPA to facilitate business opportunities that will result in additional work for ILA Local 273 if at all possible.

Regards,

A handwritten signature in black ink, appearing to read "Jim Quinn".

Jim Quinn
President & Chief Executive Officer

APPENDIX O

Basic Work Force Size

ILA Local 273 agrees to remove its present ACQUISITION TO ACTIVE MEMBERSHIP (a) rule for the term of January 1, 2022 – December 31, 2025 Collective Labour Agreement. The removal will become effective on January 1, 2022.

ILA Local 273 further agrees to substitute its ACQUISITION TO ACTIVE MEMBERSHIP (a) rule with the following:

Commencing on January 1, 2022 and at the end of every calendar year for the term of this agreement, the Joint Manpower Committee will make a determination of the Labour Allocation hours averaged by active members of the individual General Longshore, Checker and Shipliner Basic Work Forces. Active members, for this particular calculation, are defined as those union members who are not on Long Term Disability Benefits.

If the average hours exceed sixteen hundred and fifty (1650) hours for the individual members of a Basic Work Force, new union members will be admitted to ILA Local 273 to a level wherein the 1650-hour average is maintained for each Basic Work Force (e.g., 10 members averaging 2080hrs on a Basic Work Force would require adding two (2) new union members for the purpose of maintaining the 1650hr average). The calculation will be applied separately to each of the above Basic Work Forces. New members would be sworn in at the January Executive Board Meeting.

Union Members, as of December 31, 2022, shall have the right to use their seniority to bid into a Basic Work Force which requires new members. Port-wide seniority, by classification, will be utilized for these purposes. Classification members, e.g., Checkers, get first bid for a Basic Work Force in their classification. If union members from other classifications do bid into a Basic Work Force, the new union member(s) will assume the position (s) that the successful applicant(s) vacated. Such would be conditional on qualifications for the Gear and Mechanical Repair classification. Multiple postings may be necessary if there are bids into vacated positions.

Commencing on March 1, 2023, the Joint Manpower Committee will add the duty to conduct quarterly reviews to determine if the individual members of the various Basic Work Forces are averaging four hundred and thirteen (413) hours. If it is found that the average is below 413hrs, the new union members (2023), by way of least seniority, will be placed in a port-wide secondary hiring pool to a level wherein the 413hrs average is restored. The secondary hiring

pool will be employed after all union members in all classifications. Union members, as of December 31, 2022, will always be exempt from being placed in the secondary hiring pool.

If a quarterly review determines that the average hours for the Basic Work Force is greater than 413hrs, the new union members, by way of highest seniority, will be placed back into the applicable Basic Work Force. The placement again will be subject to the previously described bidding process.

It should be clearly understood that new union members, for the applicable Basic Work Forces, will only be admitted following a year-end review. It should also be clearly understood that no new members will ever be admitted if there are existing union members working out of the secondary hiring pool.

ILA Local 273 retains its existing exclusive right to select individuals for Union membership. The union also retains the right to change its new ACQUISITION TO ACTIVE MEMBERSHIP (a) rule upon the expiry of the January 1, 2022 – December 31, 2025 Collective Labour Agreement.

APPENDIX P



Port of Saint John Employers Association

P.T.O.
T.W.
J.D.M.

November 7, 2014

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
BAH

Mr. Terry Wilson
President
I. L.A. Local 273
1283 Manawagonish Road
Saint John, NB
E2M 3X8

Dear Terry;

The following language outlines a tentative agreement between the parties and is subject to ratification by each party.

Transportation Security Clearance (TSC)

Management- The union will require that all White Card members immediately apply for their TSC.

Union- Union members will have preference for all jobs on Cruise vessels and will only be shifted when necessary to fill skill shortages. White card members with their TSC's will be available to fill lines jobs on cruise vessels.

Training Ratio

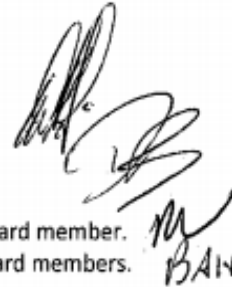
Management- All training will be carried out at a defined ratio between union members and white card members, as defined below. It is understood that this ratio will be in place as long as there are union members wanting to be trained. This arrangement will be in place for a two year period effective the date of the agreement, on a without prejudice basis.

Training Ratios: Per Skill Posting

One man to be trained -- one union member.

Two men to be trained -- two union members.

Three men to be trained -- two union members and one white card member.


BAN

Four men to be trained -- three union members and one white card member.
Five men to be trained -- three union members and two white card members.

OP. 1.03.
T.W.
J.A. McD

Union - Inter- jurisdictional training of union members will continue for all training opportunities.

Four - hour dispatch

Management - A new pre-period dispatch for union and white card members will be run for each work period every day. General Longshoremen and Shipliners are deemed to be available in the system to be part of the pre-period dispatch.

Union - Provided that union members have indicated their availability by 10:45 a.m., 12:30 p.m., 3:45 p.m. and 6:30 p.m., they will be compensated for missed work opportunities when a non-union employee gets pre-period dispatched. There will no longer be continuations.

General Provisions

Union members on a work through will automatically be available for pre-assignment to the next work period unless they have booked off in advance (10:45 a.m. and 3:45 p.m.).

Union members on a work through may book off between 11:00 p.m. to 12:30 p.m. and 4:00 p.m. to 6:30 p.m. and this will not be considered a late book off.

For union members on a work through, book offs after 12:30 p.m. and 6:30 p.m. are considered late book offs

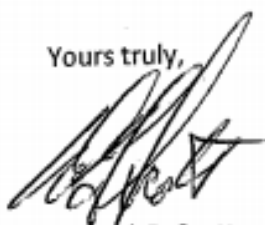
Pre-period dispatching – Sending Skill – to all other checking skills

Management - The number of non-checker union members with the sending skill will be limited to ten (10).

Union - Those union members having the sending skill will be pre-period dispatched to all checking skills before white card members.

Once ratified, the parties will then agree to an implementation date.


Yours truly,



Donald G. Scott
Vice President/General Manager

c.c. D. Beckingham
B. Harding
M. Vienneau
P. Lefebvre
M. Henheffer

P. J. R.
T. W.
J. D. McD


w
BAH

APPENDIX Q

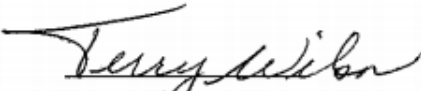
LETTER OF AGREEMENT

Subject: Cardmen Lines Jobs

The parties do hereby agree that when labour shortages in the lines jurisdiction occur, said labour shortages will be filled by calling Cardmen in order of their pick list number on a weekly basis.

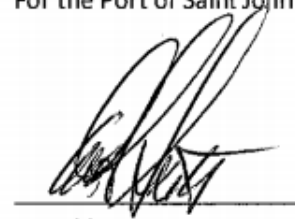
It is further agreed that this circumstance would occur only when all available I.L.A. Local 273 Union members with the lines skill are employed.

For I.L.A. Local 273



Terry Wilson
President

For the Port of Saint John Employers Association



Donald G. Scott
Vice President/General Manager

Dated this 16 day of September, 2015

APPENDIX R

LETTER OF AGREEMENT

Re: Linesman Working Outside of Lines Gang

This Letter of Agreement is a result of a joint Manpower Committee Meeting that took place on June 6, 2007, to reflect the practices that has been in place since that date concerning Linesmen making themselves available for outside work.

A Linesman can work any period of shift by calling into the Dispatch and making himself available to be pre-dispatched or by going to the Hiring Hall at the proper log in times, providing he does not have a lines job for the period or shift that he is making himself available for.

Should a Linesman make themselves available and after doing so gets an assignment for Lines before the orders are on the assignment tapes, they must make themselves unavailable by informing the Dispatch and go to their Lines job.

Should a Linesman get an order for Lines job after the orders are on the assignment tapes he will go to the assigned job and be replaced on the Lines.

Amendment – February 14, 2023

It is agreed that any Linesman pre-dispatched after midnight will stay at their pre-dispatched position and will be replaced on the lines. If the after-midnight lines call is known before 6:30 pm, then the Linesman will be replaced from the Hiring Hall for the 2nd half of the all-night order.

For ILA Local 273
General Longshore Workers,
Checkers and Shipliners

Terry Wilson

For the Port of Saint John
Employers Association



Jen Brun

Signed this ____ day of _____, 2024.

APPENDIX S

LETTER OF INTENT

June 17, 2003

Mr. James Palmer
Vice President
Checker Bargaining Unit
ILA Local 273
Saint John, N.B.

Dear Jamie:

SUBJECT: **OFFICEMAN POSITION AT A CONTAINER TERMINAL OPERATION**

Further to our discussions during negotiations for renewal of our Collective Agreement this will confirm our intention with respect to the employment of an "OFFICEMAN" in and for a container terminal operation.

Given the present business volume in the container terminal operation, the Company will continue to employ an officeman as in past. Such employee will be flexible for other bargaining unit duties during premium work periods.

However, in the event of a significant decrease in business volume, the employer reserves the right to revert to the relevant provisions in the Collective Agreement.

Yours very truly,

PORT OF SAINT JOHN EMPLOYERS ASSOCIATION

Lorne J. De Gaust
Vice President & General Manager

APPENDIX T

LETTER OF INTENT

June 17, 2003

Mr. James Palmer
Vice President
Checker Bargaining Unit
ILA Local 273
Saint John, N.B.

Dear Jamie:

SUBJECT: **OFFICEMAN POSITION AT B.T.I. INTERMODAL OPERATION**

It is understood that the regular officeman employed at Brunswick Terminals Inc., will not be obligated to report for the 06h00 start.

It is understood that the employee ordered for the early start may be required to perform both checking and officeman duties.

Forterm / Brunswick Terminals Inc. will train a sufficient number of union members (to be agreed to by the Joint Manpower Committee) for the 06h00 start associated with the Intermodal Operation at Brunswick Terminals Inc.

Yours very truly,

PORT OF SAINT JOHN EMPLOYERS ASSOCIATION

Lorne J. De Gaust
Vice President & General Manager

APPENDIX U

LETTER OF AGREEMENT

It is agreed that any member of the Checker Bargaining Unit may make application for the Cleaner position after members of the General Longshore Workers have applied. It is understood that applicants must meet the established criteria for this position and be subject to the terms and conditions of the ILA 273 General Longshore Agreement.

For ILA Local 273

For Port of Saint John

Checker Bargaining Unit

Employers Association

James Palmer

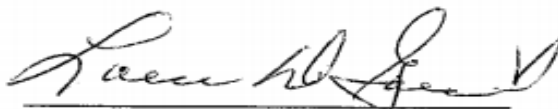
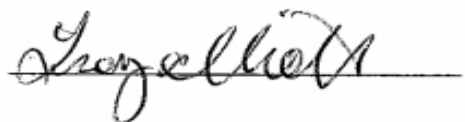
Lorne J. De Gaust

Dated: June 17th, 2003

It is agreed that any member of the Shipliner Bargaining Unit may make application for the Cleaner position and will be given consideration after members of the General Longshore Workers and Checkers Bargaining Units. It is understood that applicants must meet the established criteria for this position and be subject to the terms and conditions of the I.L.A. 273 General Longshore Agreement.

For I.L.A. Local 273
Shipliner Bargaining Unit

For Port of Saint John
Employers Association



Dated: December 4, 2003

APPENDIX V

LETTER OF AGREEMENT

Re: Training Commitment/Full-Time Trainer

Management acknowledges the need for extensive training and as a result there is a requirement for a commitment for a Full Time Union Trainer Position who will work in collaboration with management.

The individual to be available Monday to Friday 8am to 5pm, excluding Holidays. The individual must be committed to the position with limited other union or longshore responsibilities. Should the FT Union Trainer be absent for greater than one (1) week, management will immediately fill with a designated replacement. Absences less than one (1) week in duration will be filled at management's discretion. The FT Union Trainer will be entitled to all leaves that are available to them at the Trainer Rate (i.e., Bereavement, Personal, etc.).

The FT Union Trainer will continue to be a part of a Basic Work Force on paper. Should the FT Union Trainer seek work opportunities when not training they must make themselves available for outside work and will be dispatched just before the Officers of the Union.

The FT Union Trainer will be paid at the Trainers Rate, yet if they are training outside this time, they will be paid at the agreed upon rates of pay for when they are training.

Full Time Trainer Responsibilities:

1. Coordinate in collaboration with the PSJEA (or their designated representative), all training in respect to trainers, trainees, and courses.
2. Responsible for updating and creating the training manuals, including any lesson plans for the simulator.
3. Be a resource person for the course trainers in collaboration with the PSJEA (or their designated representative) to assist in preparing any material needed for a course.
4. Assist course trainers with any set up for course maneuvering fields as needed.
5. Assist course trainers with classroom and Porto-clinics as needed.
6. Submit Trainer and Trainees daily attendance records to PSJEA.
7. Collect the Trainer daily evaluation forms to be filed in the Trainees physical training file. Also submit a copy to the PSJEA to be scanned.

The above-mentioned responsibilities do not restrict the FT Union Trainer from performing the duties as a course trainer as may be required by management.

All records and training material is the intellectual property of the PSJEA and its member companies.

At the expiry of this CLA, if there is no need for a Full-time Union Trainer, then the Full-time Union Trainer will be returned to their previous role in their BWF. The person who served as the Full-time Union Trainer will then be assigned as a Union Trainer on an as-needed basis. When not working as the Union Trainer, they will be compensated at the standard rate of pay in the workforce.


For ILA Local 273


For the Port of Saint John Employer

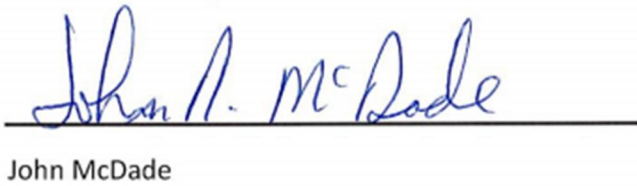
Signed this 15 day of February 2023

Signed the 14th February, 2023.

International Longshoremen's Association, Local
273



Brian Duplessis



John McDade



Terry Wilson

Port of Saint John Employers Association



Daryl Bettle



Jennifer Brun



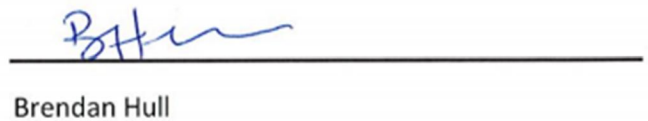
Bruce Graham



Daniel Guitard



Bruce Harding



Brendan Hull