

SOURCE	Union		
EFF.	92	08	01
TERM.	95	07	31
No. OF EMPLOYEES	25		
NOMERE D'EMPLOYÉS	80		

COLLECTIVE AGREEMENT

BETWEEN

THE HALIFAX PORT CORPORATION

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

HALIFAX, NOVA SCOTIA

LOCAL 80826

TERM: AUGUST 1, 1992 TO JULY 31, 1995

032 7606

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Halifax Port Corporation, the Employees and the Alliance, to set for the certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this agreement share a desire to improve the quality of the Halifax Port Corporation and to promote well being and maintain the productivity of the employees to the end that the customers of the Corporation will be well and efficiently served. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this agreement:
- (A) "Alliance" means the Public Service Alliance of Canada.
 - (B) (I) "Bargaining Unit" means the employees of the Halifax Port Corporation in the group described in Article 3 of this agreement.
 - (11) "Membership Dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance.
 - (C) "Employer" means the Halifax Port Corporation.

- (D) "Compensatory Leave" means leave with pay in lieu of cash payment for overtime worked; such leave with pay will be equivalent in value to the cash payment that would otherwise have been made.
- (E) (I) "Continuous Employment"^{BI} means employment with the Halifax Port Corporation, and, if applicable, the Public Service of Canada, which has not been interrupted for a period of three months or more.
- (F) (XI) With reference to re-appointment of a "Lay-Off" his employment in the position held by him at the time he was laid off and his employment in the position to which he is appointed shall constitute continuous employment.
- (F) "Day of Rest" in relation to an employee means a day other than a holiday or day of approved leave of absence on which that employee is not ordinarily scheduled to work.
- (G) "Employee" means a person who is a member of the bargaining unit.
- (H) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a holiday in this agreement.
- (I) "Lay-off" means an employee whose employment has been terminated because of a lack of work or because of the discontinuance of a function.
- (J) "Leave of Absence" means permission to be absent from duty.
- (K) OVERTIME
 - (I) "Overtime" means work authorized in advance and performed by an employee in excess, or outside of, his normal scheduled hours of work.
 - (11) "Straight Time Rate" means an employee's hourly rate as defined in clause 2.01 (L) (II).
 - (111) "Time-and-One-Half" means one and one-half (1 1/2) times the straight time rate.
 - (IV) "Double Time" means two (2) times the straight

time rate.

(L) RATES OF PAY

(I) "Daily Rate of Pay" means an employee's weekly rate of pay divided by five (5).

(11) "Hourly Rate of Pay" means an employee's weekly rate of pay divided by the normal weekly hours of work established by this agreement,

(III) "Weekly Rate of Pay" means an employee's rate of pay divided by 52.176.

(M) Words importing male person shall including female persons and vice versa, and words in the singular include the plural.

ARTICLE 3

SCOPE AND RECOGNITION

3.01 SCOPE AND RECOGNITION

(A) The following conditions of work, insofar as the Employer has the right to agree thereto, shall apply to employees of the Halifax Port Corporation in the classifications set forth in Appendix "A" hereof.

(B) The Employer recognizes the Public Service Alliance of Canada as the sole bargaining agent for the employees occupying positions as described in the certificate issued by the Canada Labour Relations Board on the twentieth-ninth (29) day of March, 1985.

3.02 MANAGEMENT RIGHTS

Except as specifically provided herein, nothing in this agreement shall limit the Employer in the exercise of its functions of management;, under which it shall have, among other things, the right to hire new employees, to train personnel and to direct the working force, including the promotion, demotion and transfer of employees; to discipline, suspend, discharge for cause, and to require employees to observe Employer rules and regulations not inconsistent with the provisions of this agreement. The Employer in exercising its management rights shall do so in a fair and reasonable manner.

ARTICLE 4

STATE SECURITY

- 4.01 Nothing in this agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made by or on behalf of the Government of Canada or any state allied or associated with Canada.

ARTICLE 5

NO CESSATION OF WORK

- 5.01 It is agreed that there shall be no strikes, walkouts, lockouts or general meetings during working hours of employees covered by this agreement or any other interruption of work during the term of this agreement.

ARTICLE 6

LLI STEWARDS AND TTEES

- 6.01 The Employer acknowledges the right of the Alliance to appoint employees as stewards and, in their absence, their alternates. The Employer shall be advised by letter of the names of those so appointed before they are recognized.
- 6.02 The Alliance and the Employer shall determine the jurisdiction of each such representative, having regard to the plan of organization, the distribution of employees at the work place and the administrative structure implied by the grievance procedure covered by this agreement.
- 6.03 A representative shall obtain the permission of his immediate supervisor before leaving his work - .to investigate a .complaint or grievance raised by an employee; to meet with management for the purpose of dealing with a complaint or grievance and to attend meetings called by Management. Such permission shall not be unreasonably withheld. The representative is to advise management upon his return to duty. However, it is understood that there are to be no employee discussions on contract matters during working hours, other than provided for in this article.

- 6.04 In the processing of complaints, grievances or disputes, the employee(s) concerned and their representative(s) will be granted reasonable time off for the purpose of attending meetings arranged with management, a conciliator, a conciliation board or an arbitrator. Where such meetings or proceedings are held during the scheduled working hours of the employees concerned, there will be no deduction from their pay for such hours.
- 6.05 Where operational requirements permit, the Employer shall grant time off to not more than three employees who are attending meetings arranged with management on behalf of the Alliance. Where such meetings are held during the scheduled working hours of the employees involved, there will be no deduction from their pay for such hours.
- 6.06 Where operational requirements permit, the Employer shall grant reasonable leave without pay to not more than two employees at any one time to attend Alliance Executive Council Meetings, Congress, Convention or Alliance Training Courses.
- 6.07 A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance, and to attend meetings, provided prior permission is obtained from the employer.

ARTICLE 7

CHECK OFF

- 7.01 The Employer shall, as a condition of employment, deduct an amount equal to the amount of the membership dues from the monthly pay of all present and future employees in the bargaining unit including Alliance insurance premiums where applicable.
- 7.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee in the bargaining unit.
- 7.03 For the purpose of applying Clause 7.01, deductions from pay for each employee in respect of each month shall commence with the first full month of employment to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any month to permit deductions, the Employer shall not be obliged to make such deductions from subsequent earnings.

7.04 The amounts deducted in accordance with this article shall be remitted to the Comptroller of the Alliance in the month following their deduction and shall be accompanied by particulars identifying each employee and the deductions made on his behalf.

7.05 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer in connection with the deduction of the amount equal to the monthly membership dues and Alliance insurance premiums, where applicable.

ARTICLE 8

INFORMATION FOR EMPLOYEES & THE ALLIANCE

8.01 The Employer shall supply the Alliance with the name and classification of each new employee in the bargaining unit in the month following their engagement.

8.02 The Employer agrees to print and provide sufficient copies of the Collective Agreement to ensure each employee will receive one.

8.03 The Employer shall provide Bulletin Board space for the posting of notices pertaining to elections, appointments, meetings, news items and social and recreational affairs, providing they are not detrimental to the Employer. Any item listed above shall refer directly to Alliance Union business. It is to be understood that Bulletin Board space shall not be for sole use of the Alliance.

ARTICLE 9

RESTRICTION ON OUTSIDE EMPLOYMENT

9.01 It is agreed by the parties that employment with the Employer is of primary importance; however, employees are not restricted from engaging in outside employment provided that such employment does not represent a legal conflict of interest situation or does not interfere with the employee's work with the Halifax Port Corporation.

ARTICLE 10

LEAVE - GENERAL

- 10.01 When the employment of an employee who has been granted more vacation, sick or special leave with pay than he has earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to him.
- 10.02 When the employment of an employee who has been granted more vacation or sick leave with pay than he has earned is terminated by lay-off, he is considered to have earned the amount of leave with pay granted to him if, at the time of his lay off, he has completed two (2) or more years of continuous employment.
- 10.03 When an employee is in receipt of acting pay and is granted leave with pay; he is entitled during his period of leave to receive the acting pay if acting in the higher position on a continuing basis, of for a period of two (2) or more months prior to the period of leave unless the regular incumbent returns to the position at the commencement of the leave.
- 10.04 If at the end of a calendar year an employee's entitlement to vacation leave with pay includes a fractional entitlement of a less or more than one-half day, the entitlement shall be increased to the nearest half day.
- 10.05 The amount of leave with pay credited to an employee by the Employer at the time when the Agreement is signed, or at the time when he becomes subject to this Agreement, shall be retained by the employee.

ARTICLE 11

VACATION LEAVE

11.01 F VACATION _____

For each calendar month in which employee earns at least ten (10) days' pay, he shall earn vacation leave at the following rates:

- (A) One and one-quarter (1 1/4) days per calendar month, if he has completed less than nine (9) years of continuous employment,

- (B) One and two-thirds ($1\frac{2}{3}$) days per calendar month if he has completed nine (9) years of continuous employment, commencing with the month in which he earns at least ten (10) days' pay following the date on which he completes the required years of continuous employment.
- (C) Two and one-twelfth ($2\frac{1}{12}$) days per calendar month if he has completed nineteen (19) years of continuous employment commencing with the month in which he earns at least ten (10) days' pay following the date on which he completes nineteen (19) years of continuous employment.
- (D) Two and one half ($2\frac{1}{2}$) days per calendar month if he has completed thirty (30) years of continuous employment commencing with the month in which he earns at least ten (10) days' pay following the date on which he completes thirty (30) years of continuous employment.

The employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least four (4) weeks prior to the last payday before the employee's vacation period commenced.

11.02 An employee with less than six (6) months' service may be granted vacation leave to the extent of his earned credits. An employee who has completed six (6) months of continuous service may be granted an advance of credits equivalent to the anticipated credits for the vacation year.

GRANTING OF VACATION LEAVE

The vacation year extends from January 1 to December 31. In granting vacation leave with pay, the Employer shall, subject to its operational requirement:

- (A) grant employees their vacation leave during the calendar year in which it is earned.
- (B) grant each employee vacation leave for at least three (3) consecutive weeks or on any other basis requested by the employee.

(C) grant an employee vacation leave when requested, if

(I) the period of vacation requested is less than a week, and

(11) the employee gives the Employer at least one (1) day's advance notice for each day of vacation leave requested;

(D) comply with any request made by an employee before 1 October that he be permitted to use in the following calendar year any period of vacation leave of four (4) days or more earned by him in the current calendar year;

(E) ensure that approval of an employee's request for vacation leave is not unreasonably withheld or denied.

11.04 The Employer may for good and sufficient reasons grant leave on shorter notice than provided for in clause 11.03 (C).

11.05 VACATION LEAVE SCHEDULING

Where a dispute develops respecting the granting of leave to more than one employee at the same time, the Employer will consult with the Alliance local representative. Failing to reach agreement, seniority shall be the governing factor for the first such disagreement between two employees. In the case of the second disagreement, the reverse seniority will govern.

11.06 REINSTATEMENT VACATION LEAVE CREDIT

Where, in respect of any period of vacation leave, an employee is granted another type of paid leave, the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

11.07 RECALL FROM VACATION LEAVE

An employee recalled to duty from and returning to vacation leave shall be reimbursed for all reasonable expenses incurred as specified in the Employer's travel regulations on submission of appropriate accounts, and any displaced leave shall be credited to him.

11.08 LEAV EMPLA I

When an employee dies or otherwise ceases to be employed, the employee or his estate shall, in lieu of earned but unused vacation and furlough leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but unused leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.

11.09 CONTINUOUS EMPLOYMENT

Provided past service with the Employer and the Public Service has not been interrupted by a continuous break in service exceeding three (3) months, such service shall count towards the qualifying period of continuous employment for the purpose of determining vacation leave entitlement.

ARTICLE 12

DESIGNATED PAID HOLIDAYS

12.01 (A) Subject to Clause 12.02, the following days shall be designated paid holidays for employees:

- (I) New Year's Day
- (II) Good Friday
- (III) Easter Monday
- (IV) Victoria Day
- (V) Canada Day
- (VI) Halifax Natal Day
- (VII) Labour Day
- (VIII) Thanksgiving Day
- (IX) Remembrance Day
- (X) Christmas Day
- (XI) Boxing Day

(B) Should "Heritage Day" be proclaimed by the Governor-in-Council as a holiday it shall be included as a designated paid holiday for the purposes of this Agreement.

12.02 An employee is not entitled to be paid for a holiday on which he does not work when he is not entitled to pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the designated holiday.

12.03 HOLIDAY FALLING ON A DAY OF REST

When a day designated as a holiday under Clause 12.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first scheduled working day following his day of rest.

12.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 12.03

(A) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest, and

(B) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

12.05 HOLIDAY COINCIDING WITH DAY OF PAID LEAVE

Where a day that is designated a holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

12.06 COMPENSATION FOR WORK ON A HOLIDAY

When a employee works on a holiday he shall be paid, in addition to the pay he would have received had he not worked on the holiday, at the rate of time and one-half (1 1/2T) for the first seven and one-half (7 1/2) hours and double (2T) time thereafter in the case of employees working a thirty-seven and one-half (37 1/2) hour week and, in the case of employees working a forty (40) hour week, time and one-half (1 1/2T) for the first eight (8) hours and double (2T) time thereafter for time worked on the holiday.

ARTICLE 13

SPECIAL LEAVE

13.01 MARRIAGE LEAVE

After the completion of six (6) moaths continuous employment, an employee who gives at least five (5) days' notice, shall be granted special leave with pay for not more than five (5) days for the purpose of getting married.

13.02

BEREAVEMENT

For the purpose of this clause and clause 13.05, immediate family is defined as father, mother, brother, sister, spouse, child, or ward of the employee, father-in-law, mother-in-law, grandchild, stepmother, stepfather, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (A) Where a member of his immediate family dies, he shall be entitled to special leave with pay for a period of up to five (5) days and not extending beyond the day following the funeral, and may, in addition, be granted up to three (3) days special leave for the purpose of travel related to the death.
- (B) In special circumstances and at the request of the employee, bereavement leave may be extended beyond the day following the funeral but the total number of days granted must be consecutive and not greater in number than those for above, and must include the day of the funeral.
- (C) An employee is entitled to special leave with pay up to a maximum of one (1) day in the event of the death of the employee's grandparent, aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (D) If, during a period of compensatory leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave under paragraph (A), (B), or (C) of this clause, he shall be granted bereavement leave and his compensatory leave credits shall be restored to the extent of any concurrent bereavement leave granted.

13.03

LEAVE FOR BIRTH OF CHILD

A male employee may be granted special leave with pay up to a maximum of one (1) day on the occasion of the birth of his son or daughter.

13.04

LEAVE WITH OR WITHOUT PAY FOR OTHER REASONS

At its discretion, the Employer may grant:

- (A) Leave with pay when circumstances not directly attributable to the employee, including illness in

the immediate family as defined in Clause 13.02 prevent his reporting for duty. Such leave shall not be unreasonable withheld.

- (B) Leave with or without pay for purposes other than those specified in this agreement,

ARTICLE 14

SICK LEAVE

14.01 CREDITS

An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) day for each calendar month for which he earns pay for at least ten (10) days.

14.02 GRANTING OF SICK LEAVE

An employee is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury provided that

- (A) he satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and

- (B) he has the necessary sick leave credits

14.03 Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of his illness or injury and stating that because of this illness or injury he was unable to perform his duties shall be considered as meeting the requirements of 14.02 (A)

- (A) if the period of leave requested does not exceed five (5) days, and

- (B) if in the current calendar year, the employee has not been granted more than ten (10) days sick leave wholly on the basis of statements signed by him.

14.04 An employee is not eligible for sick leave with pay during any period in which he is on leave of absence without pay or under suspension.

14.05 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 14.02, sick leave with pay may be granted

(A) for a period of up to twenty-five (25) days if he is awaiting a decision on an application for injury-on-duty leave or,

(B) for a period of fifteen (15) days if he has not submitted an application for injury-on-duty leave,

subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

14.06 An employee granted injury-on-duty leave shall have any sick leave granted for the same period restored to his credit.

ARTICLE 15

OTHER TYPES OF LEAVE

15.01 COURT LEAVE

Leave of absence with pay shall be granted to every employee, other than an employee on leave of absence without pay, or under suspension, who is required to serve on a jury or by subpoena or summons to attend as a witness in any proceeding held as authorized by law, or before an arbitrator or umpire.

15.02 INJURY-ON-DUTY LEAVE WITH PAY

An employee shall be granted injury-on duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Government Employees Compensation Act, and a Workers' Compensation Authority has notified the Employer that it has certified that the employee is unable to work because of

(A) personal injury received in the performance of his duties and not caused by the employee's wilful misconduct,

OR

(B) an industrial illness or a disease arising out of and in the course of his employment

if the employee agrees to remit to the Employer any amount received by him in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the

employee or his agent has paid the premium.

15.03 OTHER LEAVE WITH PAY

At its discretion, the Employer may grant leave with pay for other purposes than those specified in this Agreement, including education courses leading to upgrading of qualifications in order to facilitate promotion, military or civil defence training, and emergencies affecting the community or place of work.

15.04 LEAVE WITHOUT PAY

At its discretion, the Employer may grant leave without pay for any purpose, including enrolment in the Canadian Armed Forces and election to a full-time Municipal office.

15.05 MATERNITY LEAVE

(A) Every female employee who becomes pregnant shall notify the Employer of her pregnancy at least fifteen (15) weeks prior to the expected date of termination of her pregnancy and, subject to subsection (B) shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave of absence without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy.

(B) The Employer may

(I) defer the commencement of maternity leave of any female employee for any period approved in writing by a qualified medical practitioner;

(II) grant maternity leave to any female employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy:

(111) where maternity leave is requested, require the employee to submit to a medical certificate certifying pregnancy,

(C) Subject to subsection (A), maternity leave granted to a female employee shall not be terminated by the Employer at any time prior to eight (8) weeks after the date of the termination of the pregnancy of that employee, unless the employee submits to the Employer a certificate from a qualified medical

practitioner stating that the employee's health will not be impaired by her returning to duty at an earlier date.

(D) Any female proceeding on maternity leave to give at least three (3) weeks notice of intent to return prior to maternity leave terminating.

(E) An employee who becomes pregnant shall be entitled prior to the delivery, to use two (2) weeks of paid sick leave.

15.06 PARENTAL LEAVE

After six (6) months of continuous service, an employee is entitled to parental/adoption leave without pay subject to the following:

(I) The employee submits an application in writing at least four (4) weeks before the day specified as the first day of leave.

(II) Provides a letter specifying the estimated date of the arrival of the child.

(III) A period of parental/adoption leave shall not exceed twenty-four (24) weeks commencing on the day the child comes into the employee's care.

ARTICLE 16

SEVERANCE PAY

16.01 LAY-OFF

An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

16.02 In the case of an employee who is laid off for the first time following January 1, 1973, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding complete year of continuous employment, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-eight (28) weeks' pay.

- 16.03 In the case of an employee who is laid off for a second or subsequent time following January 1, 1973, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this clause shall not exceed twenty-seven (27) weeks' pay.
- 16.04 In no case shall the total amount of severance pay exceed twenty-eight (28) weeks' pay regardless of the number of times an employee is laid off.
- 16.05 RESIGNATION
- Subject to clause 16.06, an employee who has ten (10) or more years of continuous employment is entitled to be paid on resignation from the Employer severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of his continuous employment to a maximum of twenty-six (26), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.
- 16.06 RETIREMENT
- On termination of employment, an employee who is entitled to an immediate annuity, or an employee who has attained the age of fifty-five (55) and is entitled to an immediate annual allowance under the Public Service Superannuation Act, shall be paid severance pay equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment to a maximum of twenty-eight (28); less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.
- 16.07 DEATH
- Regardless of any other benefit payable, if an employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay at the time of death by the number of completed years of his continuous employment to a maximum of twenty-eight (28), less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.
- 16.08 Under no circumstances shall the maximum severance pay

provided under each of the above clauses be pyramided.

- 16.09 The weekly rate of pay referred to in the above clauses shall be the weekly rate of pay to which the employee is entitled in accordance with Appendix "A" of this agreement and shall not include acting pay.

ARTICLE 17

HOURS OF WORK

- 17.01 For the purpose of this article, a week shall consist of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours Saturday. A day is an twenty-four (24) hour period commencing at 0001 hours.
- 17.02 Subject to Clause 17.03 the scheduled work week and the scheduled work day shall be:
- (A) for regular office employees, thirty-seven and one-half (37 1/2) hours per week and seven and one-half (7 1/2) hours per day;
 - (B) for employee supervising "forty (40) hour-per-week workers", forty (40) hours per week and eight (8) hours per day;
- both above work weeks to be Monday to Friday inclusive and the work day to be exclusive of a lunch period and be between the hours of seven in the morning (7:00 a.m. - 0700 hours) and six in the afternoon (6:00 p.m. - 1800 hours).
- 17.03 Should the Employer reinstate shift work for any employees covered by this agreement, the Agreement shall be re-opened to negotiate shift work conditions only.
- 17.04 GENERAL
- The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the local President, if the change will affect a majority of the employees governed by the schedule, this to include establishment of summer and winter hours of work.
- 17.05 The Employer may require employees to register their attendance in a form or forms to be determined by the Employer.

ARTICLE 18

OVERTIME

18.01 ASSIGNMENT OF OVERTIME WORK

The employer shall make every reasonable effort

- (A) to allocate overtime work on a equitable basis among readily available qualified employees, and
- (B) to give employees who are required to work overtime adequate advance notice,

18.02 An employee is entitled to overtime compensation to the closest fifteen (15) minute period of overtime worked by him at the following rates:

- (A) Time and one-half (1 1/2) except as provided for in Clause 18.02 (B).
- (B) (I) Double time (2T) for all hours of overtime worked in excess of seven and one half (7 1/2) hours of overtime in any contiguous period for regular office employees, or

(II) For employees who supervise "forty (40) hour per week workers" double time (2T) for all hours of overtime worked in excess of eight (8) hours of overtime in any contiguous period, and

(III) Double time (2T) for all hours worked on the second and subsequent day of rest.

- 18.03
- (A) Overtime shall be compensated in cash except where upon mutual agreement between the employee and the Employer overtime may be compensated in compensatory leave with pay, to a maximum of eighty (80) hours in any calendar year.
 - (B) The Employer shall grant compensatory time off at times convenient to the employee and the Employer.
 - (C) Compensatory leave with pay in excess of fifteen (15) hours not used by the end of the calendar year will be paid for in cash.
 - (D) Where applicable, the Employer will pay cash compensation for overtime as soon as possible but in any event, not later than the pay period

following that in which it was earned. For the purpose of payment of overtime, the pay period means every two (2) weeks.

18.04 CALL BACK AND REPORTING PAY

When an employee is recalled to work overtime which is not contiguous to his scheduled hours of work, he shall be entitled to the greater of

- (A) compensation at the applicable overtime rate, or
- (B) compensation equivalent to four (4) hours pay at the rate of time and one-half (1 1/2).

18.05 MEAL ALLOWANCE

An employee who is required by management to work three (3) or more hours of overtime immediately before or immediately following his regularly scheduled hours of work and was not advised prior to the end of his last scheduled work period shall receive a meal allowance of \$6.75. Second and subsequent meal periods at intervals of four (4) or more contiguous hours will be compensated at the same rate. Reasonable time with pay will be allowed for the meal break. (Effective on signing of Collective Agreement!)

18.06 For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.

ARTICLE 19

TRAVELLING

19.01 Where an employee is required by the Employer to travel on Employer business outside his headquarters area, his method of travel shall be determined by the Employer and he shall be compensated in the following manner;

- (A) On a normal working day on which he travels but does not work, the employee shall receive his regular pay for the day.
- (B) On a normal working day on which he travels and works, the employee shall be paid.
 - (I) his regular pay for the day for a combined period of travel and work not exceeding the

normal number of scheduled hours in his work day

(11) at the applicable overtime rate for additional hours of travel in excess of those specified in Clause 19.01(B) with a maximum payment for such additional travel time not to exceed eight (8) hours pay at the straight time rate in any day.

(C) On a day of rest or on a designated holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of 8 hours pay at the straight time rate.

(D) The provisions of this article do not apply to an employee during his stay at an intermediate or final destination.

ARTICLE 20

USE OF EMPLOYEE OWNED MOTOR VEHICLE

20.01 An employee shall not use his privately owned motor vehicle on any Employer business unless he is in receipt of an authorized car mileage allowance.

ARTICLE 21

INSURANCES

21.01 HOSPITAL-MEDICAL AND SUPPLEMENTARY MEDICAL INSURANCE

The Employer shall provide a benefit allowance for employees enrolled in the Group Hospital/Medical Plan as follows:

1 August 1994 - 100% of premium

This applies to either the P.S.H.C.P. or the Group Hospital/Medical Plan. Effective January 1, 1985, the P.S.H.C.P. became unavailable, but for employees in the P.S.H.C.P. prior to January 1, 1985, coverage will continue until the employee withdraws.

The Group Hospital/Medical Plan shall be compulsory for all new employees and those currently in the Plan, unless proof of spousal coverage is provided.

Employees in the P.S.H.C.P. may stay in the Plan until they withdraw.

21.02

VISION CARE INSURANCE

The Employer shall pay 100% of the cost of Vision Insurance Plans, by the Life Insurance Company.

Coverage will be provided for all employees taken into the Bargaining Unit on or after 19 December 1986 and on the first day of employment.

For all employees taken into the Bargaining Unit prior to 19 December 1986, coverage shall be optional. However, once an employee is in the plan, he/she must remain in the plan.

21.03

SUPPLEMENTARY DEATH BENEFIT INSURANCE

The Employer shall provide a benefit allowance equal to the full premium for supplementary Death Benefit Insurance for employees covered by this agreement.

21.04

LIFE INSURANCE

A life insurance plan, mutually agreed upon by the Halifax Port Corporation and the Bargaining Unit in terms of plan content and premium rates, will be made available and cost shared as follows:

Employer - 50%: Employee - 50%

ARTICLE 22

PAY

22.01 An employee is entitled to be paid for services rendered at

(A) the pay specified in Appendix "A" for the classification of the position to which he is appointed by personnel certificate:

(B) where an employee is assigned a classification and level for which no rate is stipulated in Appendix "A" or if during the time of this Agreement a new classification is established and implemented by the Employer, such rate shall be established jointly by the Employer and the Alliance. Where necessary, an

22.02

interim temporary rate may be established by the Employer.

- 22.02 (A) Where an employee is required to perform for a period of one (1) working day or more the duties of a higher position than the one held by him and to which this agreement applies, he shall be paid acting pay during that temporary period calculated as if he has been appointed to the higher position from the first day.

NOTE: (I) Acting pay must be authorized by an appropriate official of the Employer.

(II) The performance of minor duties for short periods of time shall not constitute appropriate conditions for the receipt of acting pay.

(III) Payments for periods of acting pay not exceeding five (5) days may be payable either in the pay period after which it was worked or at the first of each quarter except that when the accumulative total reaches fifteen (15) days it shall be paid at the next appropriate pay period.

- (B) Where in accordance with clause 22.02 (A) an employee is required to perform the duties of a higher position, he shall be placed in the higher pay range at a point which will provide him with an increase of not less than One Thousand Dollars (\$1000.00) per annum. Effective August 1, 1993.

- 22.03 Employees shall be paid every second Thursday. If a pay day should coincide with a designated paid holiday, the employee shall be paid on the preceding working day.

- 22.04 The Employer agrees to continue its current practice of providing employees with regular statements indicating gross salary, overtime pay, itemized deductions and net pay.

- 22.05 Subject to satisfactory performance of duties, an employee who is not being paid at the maximum in scale of rates shall be granted a salary increment on each anniversary date of his appointment to his position until the maximum rate of pay is achieved.

- 22.06 Where the Employer elects to withhold a salary increment due to unsatisfactory performance of duties, it shall advise the employee accordingly, in writing, prior to the

due date of the salary increment.

- 22.07 The Employer agrees, where requested, to deduct a portion of an employee's salary and remit this portion to the Personal Savings Account of the employee at the Federal Savings Credit Union.

ARTICLE 23

PUBLIC SERVICE REGULATIONS AND

- 23.01 The Act, Regulations and Directives specified hereunder shall apply to this Agreement in their entirety.
- (A) Public Service Superannuation Act and Regulations
 - (B) Group Supplementary Medical Plan Regulations
- NOTE: Applies to eligible employees only prior to January 1, 1985.
- (C) Disability Insurance Plan Regulations
 - (D) Removal Expense Regulations
 - (E) Treasury Board Travel Directive

ARTICLE 24

STATEMENT OF DUTIES

- 24.01 The Employer, on request, agrees to provide an employee with a written statement of his duties and responsibilities.
- 24.02 Each position to which this Agreement applies shall be classified in accordance with the Employer's classification plan or any amendment, addition or deletion thereto which has been developed and implemented following consultation with an authorized representative of the Bargaining Agent.

ARTICLE 25

SENIORITY

- 25.01 A seniority list of employees covered by this Agreement shall be posted by the Employer within thirty (30) days following signing of this Agreement and annually in January each year thereafter. Such lists shall show the names and dates of last entry into the Employer's service or, if applicable, the Public Service of Canada, from which date seniority shall accumulate.

- 25.02 An employee transferred or promoted to a position which is excluded from the bargaining unit shall, in the event of his subsequent return to the bargaining unit within twelve (12) months, be reinstated on the seniority list as if he had remained in the bargaining unit. If such an employee returns to the bargaining unit after twelve (12) months following his transfer or promotion, his seniority date shall be the date of his return to the bargaining unit.
- 25.03 An employee who has been laid off shall retain his seniority status for a period of twenty-four (24) months. If recalled to service in a classification covered by this Agreement within twenty-four (24) months of day of lay-off, he shall be reinstated with seniority status held at time of lay-off.
- 25.04 An employee who resigns or is discharged for cause shall forfeit all seniority rights under this Agreement.
- 25.05 When two (2) or more employees are hired by the Employer on the same calendar date, the employee whose surname is first alphabetically will be shown as such on the seniority list.
- 25.06 Protests in regard to seniority status shall be submitted in writing to the Employer within thirty (30) days of the publication of the list. When proof of error is presented by an employee or his representative, such error shall be corrected, and when corrected, the agreed upon seniority date shall be final.
- 25.07 An employee with less than six (6) months service shall be on probation and may not exercise seniority rights nor grievance procedure relating to his separation while on probation.

ARTICLE 26

APPOINTMENT, PROMOTIONS AND TRANSFERS

- 26.01 Where the Employer determines that a vacancy exists in a classification to which this Agreement applies, a bulletin giving pertinent details of the position and inviting interested and qualified employees to apply, shall be posted on the appropriate bulletin boards for a minimum of five (5) working days.
- 26.02 The appointment of staff within the bargaining unit shall be based upon the Employer's assessment of the applicant best qualified to carry out the duties of the position as

described in the posting after giving consideration to the following factors:

- (A) Qualifications of applicant including knowledge, skill and education.
- (B) Availability, aptitude, disposition of applicant;
- (C) Seniority based on length of service with the Employer.

- 26.03 The name of a successful candidate shall be posted within ten (10) working days after the competition has closed and a copy made available to the Alliance Local.
- '26.04 An employee who is appointed, promoted or transferred to a position in accordance with clause 26.02 shall be on probation for a period of up to six (6) months and failing to qualify, he shall be reinstated in his former position.
- 26.05 Where, as a result of action taken under clause 26.01 and clause 26.02 it is determined by the Employer that there are no qualified employee applicants for the bulletined position, the Employer may then fill the vacancy by any other selection process.
- 26.06' The selection process as stipulated by this article will not apply when engaging casual staff whose term of appointment will be less than six (6) months.
- 26.07 A permanent employee who has been appointed to a casual position shall, on termination of such casual appointment, revert to the position from which appointed.
- 26.08 Where an employee is promoted to a higher classification level, he shall be paid at that point in the new scale of rates which provides him with an increase of not less than One Thousand Dollars (1,000.00) per annum.
Effective August 1, 1993).

ARTICLE 27

JOB SECURITY, LAY-OFF AND RECALL TO SERVICE

- 27.01 The Employer shall take all reasonable steps to provide continued employment of a suitable nature to an employee whose position has become redundant as a result of technological change, discontinuance of a function or other action initiated by the Employer.

- 27.02 The Employer agrees that before instituting any technological changes which will materially affect a significant number of employees in the Bargaining Unit, it shall give notice to bargain to the Alliance in accordance with the provisions of the Canada Labour Code and comply with any other provisions of the Canada Labour Code and comply with any other provisions of that code in respect to terms and conditions of employment.
- 27.03 Where new or greater skills are required than are already possessed by employees affected because of technological change to their position, such employees shall be given a period of on-the-job training not to exceed six (6) months during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon the position being reclassified.
- 27.04 The Employer will continue past practice in giving all reasonable consideration to continued employment with the Employer of employees who would otherwise become redundant because work is contracted out.
- 27.05 Where the Employer indicates that an operation or function is to be phased out and such action will result in one (1) or more positions becoming redundant, and there being no other positions at the same classification level or higher to which such surplus employees may be transferred, the Employer shall, on request, permit the employee to take an accelerated lay-off, in which case the provisions of Clause 16.02 or 16.03, as applicable, shall apply.
- 27.06 An employee who is about to be laid off for any reason shall be entitled to exercise his seniority rights, displacing a junior employee, provided he has sufficient ability to perform the work and he makes his choice within five (5) working days of notification of his lay-off.
- NOTE: When the Employer rejects the request of an employee to displace a junior employee he shall be given a further five (5) working days to inform the Employer of his final choice.
- 27.07 Where a function is to be discontinued and a permanent employee is to be laid off, he shall be given as much advance notice as possible but in any event not less than three (3) months notice in writing.
- 27.08 Where an employee has been laid off, he shall be placed

on a lay-off list and given preference for recall in any job classification for which he has the required qualifications.

ARTICLE 28

EMPLOYEE'S REVIEW AND RECALL

- 28.01 When a formal review of an employee's performance is made, he shall be given an opportunity to sign the review form in question to indicate that its contents have been read and explained, and shall not indicate his concurrence with the statements contained on the form.
- 28.02 When any written document, which could be considered detrimental to an employee's career, is placed on his personal file, the employee shall be given an opportunity to sign the document in question to indicate that its contents have been read and explained.

ARTICLE 29

EMPLOYER DIRECTIVES

- 29.01 The Employer shall provide the Alliance Local with a copy of those personnel directives affecting employees of this bargaining unit.

ARTICLE 30

DISCIPLINE

- 30.01 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 30.02 No disciplinary action shall be taken against an employee for his behaviour outside working hours unless, in the opinion of the Employer, there is evidence that such behaviour has brought the Employer into public disrepute.
- 30.03 Except in the case of counselling or an oral reprimand, the Employer shall provide an employee with a written record of any disciplinary action taken against him, and such written record shall include the reason for the disciplinary action. With the written consent of the employee, a copy of such written record shall be forwarded under confidential cover to the local president.

30.04 *An employee shall have the right to Union representation whenever he/she is disciplined.*

30.05 *Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.*

ARTICLE 31

GRIEVANCE PROCEDURE

31.01 **CONSULTATION**

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

Failure to so consult on such a complaint shall in no way affect his right to file a written grievance in the manner set forth in this article.

31.02 **FORMAL GRIEVANCE**

When an employee feels himself to aggrieved, he shall be entitled to file a written grievance in the manner hereinafter prescribed.

31.03 **FIRST LEVEL**

Within fifteen (15) days of the incident giving rise to the grievance the grievance shall be presented to the Manager of the appropriate department who shall, within five (5) working days, arrange a meeting with the employee at a time convenient to both parties and reply to the grievance, in writing, within two (2) working days of such a meeting.

31.04 **SECOND LEVEL**

Within ten (10) days of an unsatisfactory response from the first level or within fifteen (15) days of the grievance being presented at the first level if a meeting is not arranged the grievance shall be presented to the Vice-president of the appropriate department who shall, within five (5) working days, arrange a meeting with the employee at a time convenient to both parties and reply to the grievance, in writing, within two (2) working days of such a meeting.

31.05 FINAL LEVEL

Within ten (10) days of an unsatisfactory response from the second level or within fifteen (15) days of the grievance being presented at the second level if a meeting is not arranged the grievance shall be presented to the President or his designate who shall, within five (5) working days, arrange a meeting with the employee at a time convenient to both parties and reply to the grievance, in writing, within two (2) working days of such a meeting.

31.06 A grievance arising directly between the Employer and the Alliance involving the interpretation, application or alleged violation of this Agreement shall be submitted in writing. In the case of the Alliance, such a grievance shall be submitted to the Employer's designated representative at the Final level of the grievance process, within fifteen (15) days after the date on which it becomes aware of the circumstances giving rise to the grievance. In the case of the Employer, such a grievance shall be presented to the Alliance within fifteen (15) days of the date on which it becomes aware of the circumstances giving rise to the grievance. When such a grievance is received by either party, a meeting shall be convened between representatives of the two parties within ten (10) days in an effort to resolve the issue in dispute. Failing settlement within fifteen (15) days of the date on which the grievance was submitted, the grievance may be referred to arbitration, as hereinafter provided. The parties agree that such a grievance shall not be submitted solely to circumvent the normal procedure.

31.07 GRIEVANCE HEARINGS SHALL BE ATTENDED BY:

	MANAGEMENT	UNION
Step 1	Manager & Human Resources Representative	Employee & Union Representative
Step 2	Vice-president & Human Resources Representative	Employee & Union Representative
Step 3	President & C.E.O <u>or his designate</u> & Human Resources Representative	Employee & Union Representative

- 31.08 Where a difference arises between the parties relating to the adjustment of a grievance, the Alliance may, after exhausting the grievance procedure established in this Article, notify the other party in writing within thirty (30) days of receiving the Final Level response or alternatively not more than sixty (60) days from the date on which the grievance was filed, of its intention to refer the matter to a Board of Arbitration and the name of its nominee to such a Board.
- 31.09 A Board of Arbitration established pursuant to this Article shall consist of one (1) member selected by the Employer and one (1) member selected by the Alliance together with a third member who shall be the Chairman and who shall be jointly selected by the other two members. If agreement cannot be reached as to the selection of a Chairman, either party may then request the Federal Minister of Labour to appoint a Chairman.
- 31.10 The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 31.11 Each party shall pay its own expenses and the expenses of its nominee and the parties shall share equally the expenses and fees of the Chairman.
- 31.12 An Arbitration Board shall have no power to alter, add to, subtract from, amend, modify or substitute any part of this Agreement.
- 31.13 By mutual agreement, a single arbitrator may be asked to render decision on a dispute in which case his fee and expenses shall be borne equally by the parties.
- 31.14 GENERAL
- In determining the time limits within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and Holidays shall be excluded.
- 31.15 The time limits stipulated in this article may be extended by mutual agreement, between the Employer and the employee and where appropriate, the Alliance.
- 31.16 Where it appears that the nature of the grievance is such that a decision cannot be give below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the Alliance.

- 31.17 The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance process.

ARTICLE 32

JOINT CONSULTATION

- 32.01 (A) Recognizing the community of interest in the efficient operation of the Employer and believing that the basis of good industrial relations rests upon satisfactory cooperation, the Employer and the Alliance agree to continue to work together in the operation of a labour-management consultation committee.
- (B) Consultation may take place for the purpose of providing information, discussing the application of policy or airing problems to promote understanding, but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, nor shall any commitment made be construed as to alter, amend, add to or modify the terms of this Agreement..

ARTICLE 33

RETIREMENT ASSISTANCE

- 33.01 Upon reaching age fifty (50) and after ten (10) years of completed service, employees to whom this Agreement applies shall be entitled to attend, on the Employer's time if necessary, and at his expense a pre-retirement course selected by the Employer.

ARTICLE 34

VIDEO DISPLAY TERMINALS

- 34.01 The Employer shall provide adequate on-the-job training to employees who will be required to operate Video Display Terminals. The stated purpose of such training will be to develop appropriate/safe working methods,
- 34.02 The parties agree that if vision or other related problems occur after the implementation of Video Display

Terminals, a mutually acceptable clause to correct the problem (s) shall be negotiated between the Employer and the Bargaining Agent and made part of the Collective Agreement.

- 34.03 Pregnant Video Display Terminal Operators shall, on their request, be transferred to any alternate position which, at the time of her request, is not staffed with a permanent incumbent. It is understood that the operator making the request must be qualified to perform the duties of the alternate position.

ARTICLE 35

PE-OPENER OF AGREEMENT

- 35.01 This Agreement, other than its term, may be amended by mutual consent.

ARTICLE 36

DURATION AND RENEWAL

- 36.01 The duration of this Agreement shall be from the first (1st) day of August 1992, until the thirty-first day of July, 1995.
- 36.02 Unless otherwise stipulated, the provisions of this Agreement shall become effective on the date this Agreement is signed.

SIGNED AT Halifax, N.S. THIS 27th DAY OF January, 1994

PUBLIC SERVICE ALLIANCE OF CANADA

Jim MacEwan
Michael Sykes
M. Lynne Gray
Nancy Exton
Anthony Moore

HALIFAX PORT CORPORATION

A. Bettefontaine
G. J. Gray
W. J. J. J.
Janne Chyhemar
Joan P. P. P.

Letter of Understanding

It is understood between the parties that those employees required by the Employer to wear steel-toe safety shoes will be reimbursed \$75.00 for a twelve-month period, upon satisfactory proof of such a purchase. If a replacement is required before the expiry of such twelve-month period, the Employer may reimburse up to a further \$75.00 after considering the reasonable wear and tear resulting from the performance of the duties.

Signed at HALIFAX, NOVA SCOTIA on the 27th day of January 1994.

HALIFAX PORT CORPORATION

Robert McInnis
to Paul
R.S.
Jean C. Dufresne
Jean Washburn

PUBLIC SERVICE ALLIANCE OF CANADA

Jim MacEwan
Michael Sykes
M. Lynne Gray
Nancy Logan
Andrew Mason

APPENDIX "A"

ANNUAL RATES OF PAYAugust 1, 1991CLASSIFICATION -
LEVEL

LEVEL I	\$18,978	20 874	22 139	23 126
LEVEL II	21,507	23,910	25,176	25,934
LEVEL III	25,688	26,707	28,100	29,107
LEVEL IV	28,845	30,879	32,513	34,374
LEVEL V	34,031	35,903	38,585	41,089
LEVEL VI	41,117	43,646	46,049	48,573
LEVEL VII	46,810	49,341	53,324	56,186

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