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**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE HALIFAX PORT AUTHORITY**

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**HALIFAX, NOVA SCOTIA**

**LOCAL 80826**

**TERM: AUGUST 1, 2006 to JULY 31, 2011**

03276 (11)

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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 Authority, the Employees and the Alliance, to set forth 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 Authority and to promote well being and maintain the productivity of the employees to the end that the stakeholders of the Authority 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 Authority in the group described in Article 3 of this Agreement.
    - (ii) "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 Authority.
  - (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" means employment with the Employer which has not been interrupted for a period of three months or more.
    - (ii) With reference to reappointment of a "Laid-Off" employee means employment in the position held by the employee at the time of lay-off and employment in the position to which the employee 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) (i) "Employee" means a person who is a member of the bargaining unit.
- (ii) "Junior employee" means a person who is a member of the bargaining unit with less seniority and for the purpose of bumping occupies a lateral position or below.
- (iii) "Part-time employee is a member of the Bargaining Unit as defined in Article 35.
- (H) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a holiday in this agreement.
- (I) "Laid-off employee" 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, their normal scheduled hours of work.
  - (ii) "Straight Time Rate" means an employee's hourly rate as defined in Clause 2.01 (L) (ii).
  - (iii) "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).
  - (ii) "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 annual rate of pay divided by 52.176.

### ARTICLE 3

#### SCOPE AND REC

#### 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 Authority in the classifications set forth in Appendices "A through E" hereof.
- (B) The Employer recognizes the Public Service Alliance of Canada as the soie bargaining agent for the employees occupying positions as described in the certificate issued by the Canada Labour Relations Board on the twenty-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, in good faith and without discrimination.

**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 in the interest of the safety or security 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 of employees covered by this agreement or any other interruption of work during the term of this agreement.

**ARTICLE 6**

**ALLIANCE STEWARDS AND COMMITTEES**

- 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 their immediate supervisor before leaving their 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 their 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 and Conventions. Leave with pay may be granted to attend Alliance training courses which the Employer deems to be a benefit to both the Employer and the Employee.
- 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.
- 6.08 Union meetings to be held on the Employer's premises should have the approval of management and shall not interfere with employees' normal working hours. Members should arrange their lunch breaks to correspond with Union meetings.

## **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 bi-weekly 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 their 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 AND 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.
- 8.04 The Employer shall provide the Alliance Local with a copy of those personnel directives affecting employees of this Bargaining Unit.

## **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 Employer.

## **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 they have earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted to them.

- 10.02 When the employment of an employee who has been granted more vacation or sick leave with pay than they have earned is terminated by lay-off, they are considered to have earned the amount of leave with pay granted to them if, at the time of lay off, the employee 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, the employee is entitled during their period of leave to receive the acting pay if acting in the higher position on a continuing basis, for a period of two (2) or more months prior to the period of leave until the regular incumbent returns to the position.
- 10.04 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 the employee becomes subject to this Agreement, shall be retained by the employee.

## ARTICLE 11

### VACATION LEAVE

#### 11.01 ACCUMULATION OF VACATION LEAVE

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

- (A) One and one-quarter (1 1/4) days per calendar month, if the employee has completed less than eight (8) years of continuous employment.
- (B) One and two-thirds (1 2/3) days per calendar month if the employee has completed eight (8) years of continuous employment, commencing with the month in which they earn at least ten (10) days' pay following the date on which the employee completes eight (8) years of continuous employment.
- (C) Two and one-twelfth (2 1/12) days per calendar month if the employee has completed nineteen (19) years of continuous employment commencing with the month in which they earn at least ten (10) days' pay following the date on which the employee completes nineteen (19) years of continuous employment.
- (D) Two and one half (2 1/2) days per calendar month if the employee has completed twenty-nine (29) years of continuous employment commencing with the month in which they earn at least ten (10) days' pay following the date on which the employee completes twenty-nine (29) 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 their 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.

11.03 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 leave requested is less than a week; and,
  - (ii) the employee gives the Employer at least one (1) day's advance notice for each day of vacation leave requested.
- (D) Employees are encouraged to use their vacation leave during the calendar year in which it is earned. Vacation leave not used in the calendar year in which it is earned, can be carried over to a maximum of ten (10) vacation days and must be used in the immediately following calendar year.

Under special circumstances the employer may permit vacation leave to be carried forward to be used in subsequent calendar years.
- (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 that 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 CREDITS

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 the employee.

11.08 LEAVE WHEN EMPLOYMENT TERMINATES

When an employee dies or otherwise ceases to be employed, the employee or their 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 their employment.

11.09 CONTINUOUS EMPLOYMENT

Provided past service with the Employer 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 the employee does not work when they are not entitled to pay for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the designated holiday.

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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 their 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.

(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 an employee works on a holiday they shall be paid, in addition to the pay they would have received had they 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 BEREAVEMENT LEAVE

For the purpose of this Clause immediate family is defined as father, mother, brother, sister, spouse, child, step-child and child of spouse 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 an employee's immediate family dies, the employee 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 two (2) days in the event of the death of the employee's grandparents, son-in-law and daughter-in-law; and one (1) day in the event of the death of the employee's aunt, uncle, brother-in-law and sister-in-law.
- (D) If, during a period of compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave under paragraph (A), (B), or (C) of this Clause, the employee shall be granted bereavement leave and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave granted.

13.02

LEAVE FOR BIRTH OR ADOPTION OF CHILD

An employee shall be granted special leave with pay up to a maximum of two (2) days directly related to the birth or adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

13.03

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 prevent their reporting for duty. Such leave shall not be unreasonably withheld.
- (B) 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.
- (C) For the purpose of this Clause, family is defined as spouse (or common-law spouse resident with the Employee), dependent children (including children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the Employee's household or with whom the Employee permanently resides.

The Employer shall grant leave with pay under the following circumstances:

- (i) Up to one-half (1/2) day for a medical or dental appointment when the dependent family member is incapable of attending the appointments themselves, or for appointments with appropriate authorities in schools or adoption agencies. An Employee is expected to make reasonable efforts to schedule medical or dental appointments for dependent family members to minimize his or her absence from work. An Employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.

- (ii) Up to two (2) consecutive days of leave with pay to provide for the temporary care of a sick member of the Employee's family; and may in addition, be granted up to two (2) days of leave for travel.
- (iii) The total leave with pay which may be granted under Sub-Clauses (C) (i) and (ii) shall not exceed five (5) days in a fiscal year.
- (D) Subject to operational requirements the Employer shall grant one (1) day leave per year with pay for personal reasons.

**(E) MARRIAGE/SPOUSAL UNION LEAVE**

After completion of six (6) months of 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' leave for the purpose of declaring marriage/spousal union in a civil, secular or religious ceremony.

For an employee with less than two (2) years of continuous employment, in the event of termination of employment for reasons other than death or lay-off within six (6) months after the granting of leave with pay for marriage/spousal union, an amount equal to the amount paid the employee during the period of leave will be recovered by the Employer from any monies the employee owed.

**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) days for each calendar month for which the employee earns pay for at least ten (10) days.

14.02 **GRANTING OF SICK LEAVE**

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

- (A) satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- (B) has the necessary sick leave credits.

- 14.03 Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of their illness or injury and stating that because of this illness or injury the employee was unable to perform their duties shall be considered as meeting the requirements of 14.02(A) if:
- (A) the period of leave requested does not exceed five (5) days, and
  - (B) 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 the employee.
- 14.04 An employee is not eligible for sick leave with pay during any period in which the employee 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 the employee is awaiting a decision on an application for injury-on-duty leave or,
  - (B) for a period of fifteen (15) days if the employee 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 their 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 in accordance with the payments as prescribed by the Workers' Compensation Board 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 the employee's 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 their employment if the employee agrees to remit to the Employer any amount received by them 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 their agent has paid the premium.

#### 15.03 LEAVE WITHOUT PAY

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

#### 15.04 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 seventeen (17) 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;
  - (iii) where maternity leave is requested, require the employee to submit 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 agrees to return to work for a period of at least six (6) months and who provides the Halifax Port Authority with proof that she has applied for and is eligible to receive Employment Insurance Benefits shall be paid a maternity leave allowance consisting of:
- (i) an allowance of ninety-three percent (93%) of her weekly rate of pay for the first two (2) weeks of her waiting period in accordance with the Employment Insurance Regulations;
  - (ii) up to a maximum of fifteen (15) weeks payment equivalent to the difference between the Employment Insurance Benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.

15.05 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) The period of leave granted shall be up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or including the day on which the child comes into the employee's care.

15.06 LEAVE WITHOUT PAY FOR THE CARE AND NURTURING OF CHILDREN

Subject to operational requirements, an employee shall be granted leave without pay for the personal care and nurturing of the employee's child immediately following maternity/parental leave in accordance with the following conditions:

- A) An employee shall notify the Employer, in writing, as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave;
- B) Leave granted under this Clause shall be for a maximum period of six (6) months;
- C) Leave granted under this Clause shall not be counted:
  - as continuous service for the purposes of calculating vacation leave; or
  - for the purposes of earning sick leave credits; or
  - for payment increment purposes; or
  - as "employment" for the purpose of calculating severance pay,



## 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 the employee 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 they were 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 their weekly rate of pay on resignation by the number of completed years of their continuous employment to a maximum of twenty-six (26), less any period in respect of which the employee 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 Halifax Port Authority Pension Plan, shall be paid severance pay equal to the product obtained by multiplying the employee's weekly rate of pay on termination of employment by the number of completed years of their continuous employment to a maximum of twenty-eight (28); less any period in respect of which they were 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 the employee's estate an amount equal to the product obtained by multiplying their weekly rate of pay at the time of death by the number of completed years of their continuous employment to a maximum of twenty-eight (28), less any period in respect of which the employee 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 Appendices "A through E" 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 a 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 employees 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 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.

17.04 The Employer may require employees to register their attendance in a form or forms to be determined by the Employer.

17.05 See attached Memorandum of Agreement regarding compressed work week.

## 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 the employee 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 seventy-five (75) 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 the employee's scheduled hours of work, the employee 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 the employee's regularly scheduled hours of work and was not advised prior to the end of their last scheduled work period shall receive a meal allowance of eleven (11) dollars. 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.

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 their headquarters area, the employee's method of travel shall be determined by the Employer and the employee shall be compensated in the following manner:

- (A) On a normal working day on which the employee travels but does not work, the employee shall receive their regular pay for the day.
- (B) On a normal working day on which the employee travels and works, the employee shall be paid:
  - (i) their regular pay for the day for a combined period of travel and work not exceeding the normal number of scheduled hours in their work day;
  - (ii) 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 their stay at an intermediate or final destination.

**ARTICLE 20**

**USE OF EMPLOYEE OWNED MOTOR VEHICLE**

- 20.01 An employee shall not use their privately owned motor vehicle on any Employer business unless the employee is in receipt of an authorized straight mileage or monthly allowance; otherwise tax chits will be used.

**ARTICLE 21**

**BENEFITS**

21.01 **GROUP HOSPITAL/MEDICAL/DENTAL/VISION CARE**

The Employer shall provide a benefit allowance for employees enrolled in the Group Hospital/Medical/Dental/Vision Plan at 100% of premium.

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

21.02 **BASIC LIFE INSURANCE**

The Employer shall provide a benefit allowance equal to the full premium for Basic Life Insurance.

21.03 **OPTIONAL LIFE INSURANCE**

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

Employer - 75%; Employee - 25%.

21.04 **DISABILITY INSURANCE**

The Employer will provide a benefit allowance equal to 85% effective on the signing of this Agreement for Disability Insurance Premium for employees covered by this agreement.

For information on these policies please refer to Human Resources.

## ARTICLE 22

### PAY

- 22.01 An employee is entitled to be paid for services rendered at
- (A) the pay specified in Appendices “A through E” for the classification of the position to which they are appointed by Personnel Action Form;
  - (B) where an employee is assigned a classification and level for which no rate is stipulated in Appendices “A through E” 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 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 the employee and to which this agreement applies, the employee shall be paid acting pay during that temporary period calculated as if the employee 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, the employee shall be placed in the higher pay range at a point which will provide the employee with an increase of not less than Two Thousand Dollars (\$2,000.00) per annum.
- 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 the employee’s 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 An employee, whose position is reclassified to a lower position and who has yet to be offered a position rated the same as or higher than their current position, shall receive incremental rate increases and negotiated salary increases on the same basis as if it had not been reclassified. If the employee refuses an offered position the incumbent reverts to the new classification level. Subsequent employees appointed to that position will be paid at the new salary classification.

### **ARTICLE 23**

#### **ACTS, REGULATIONS, DIRECTIVES, POLICIES AND PLANS**

- 23.01 The Acts, Regulations, Directives, Policies and Plans specified hereunder shall apply to this Agreement:
- A. Pension Standard Benefit Act and Regulations
  - B. Halifax Port Authority Pension Plan
  - C. Insurance Regulations'
  - D. Halifax Port Authority Travel Policy
  - E. Canada Marine Act
  - F. Occupational Safety & Health – Canada Labour Code – Part II

\* Includes Basic Life and Long-Term Disability Plan Regulations.

### **ARTICLE 24**

#### **STATEMENT OF DUTIES**

- 24.01 The Employer, on request, agrees to provide an employee with a written statement of their 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.
- 24.03 Upon written request, an employee shall be provided with the point rating allotted by factor to their position and an organizational chart depicting the position's place in the organization.

## **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.
- 25.02 An employee transferred or promoted to a position which is excluded from the bargaining unit shall, in the event of the employee's subsequent return to the bargaining unit within twelve (12) months, be reinstated on the seniority list **as** if the employee had remained in the bargaining unit. If such an employee returns to the bargaining unit after twelve (12) months following their transfer or promotion, the employee's seniority date shall be the date of their return to the bargaining unit.
- 25.03 An employee who has been laid off shall retain their 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, the employee 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 employee's 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 the employee's separation while on probation.
- 25.08 When an employee transfers into the bargaining unit from another bargaining unit within the Halifax Port Authority, that employee shall begin to accumulate seniority with the Bargaining Unit from the day he commenced working in the Bargaining Unit.

## **ARTICLE 26**

### **APPOINTMENTS, 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. The Employer shall make every reasonable effort to notify all employees on leave of all such job opportunities.



- 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, competencies 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, the employee 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, the employee shall be paid at that point in the new scale of rates which provides the employee with an increase of not less than Two Thousand Dollars (\$2,000.00) per annum.
- 26.09 All unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition and at their option may discuss their assessment with Human Resources. If requested by the employee, in writing, the Employer will provide full disclosure of all information relative to their assessment.

## **ARTICLE 27**

### **JOB SECURITY, LAY-OFF AND RECALL TO SERVICE**

- 27.01 The Employer is committed to taking all reasonable steps to provide continued employment to all Bargaining Unit Employees of the Halifax Port Authority.

27.02 In the event that a reduction in the full-time/part-time workforce cannot be met through attrition:

- (A) the Employer will advise the PSAC in writing at least ninety (90) days in advance of any proposed reduction in the full time/part-time workforce of the Employer. Such notice will outline the reasons for the proposed workforce reduction, the department(s) and the number of employees who may be affected;
- (B) the Employer will meet with the PSAC to discuss proposed actions and will consider alternate proposals for the preservation of employment of the employee of the Authority, subject to the provisions of Article 3:02.

27.03 An affected employee, that is, the employee identified for lay-off, may be assigned to a vacant position in their own classification level in the Bargaining Unit, if such a position is available, and providing the employee can establish that they have the skills and ability to perform the job. The employee will be provided a reasonable timeframe for on-the-job training, not to exceed six (6) months, to become qualified.

Should there be no vacant position available in the employee's classification level within the Bargaining Unit, the employee may be assigned to a vacant position of a lower classification level in the Bargaining Unit, providing the employee can establish that they have the skills and the ability to perform the job. The employee will be provided a reasonable timeframe for on-the-job training, not to exceed six (6) months, to become qualified. The employee will have priority rights to return to a position at the same classification level as their former position, if a position becomes available and they have the skills and the ability to perform the job.

If an employee refuses an assignment to a position at a lower classification level within the Bargaining Unit, they shall be laid off with recall rights as provided for in Article 27.09.

- 27.04 (A) The Employer shall offer a separation incentive (buy-out for voluntary lay-off) to an affected employee. The separation incentive shall be the equivalent to:
- (i) four (4) months' salary; plus
  - (ii) one (1) month's salary for each full year of service; and
  - (iii) separation incentives shall not exceed the equivalent of twenty (20) months salary, which can either be paid as:
    - a) a salary continuance for the term of entitlement. Health, dental and vision benefits to continue for the term of the entitlement (not to exceed twelve (12) months), or
    - b) a lump sum payment with all benefits ceasing immediately.
- (B) At the Employer's sole discretion, the separation incentive in Clause 27.04 (A) may be made available to any other employee, if by so doing there is a reasonable alternative to the lay-off of the affected employee(s).

- 27.05 (A) When the Employer meets with an employee to advise them of such opportunities, the employee shall be provided with the opportunity to be represented by a PSAC representative.
- (B) An employee who accepts a voluntary separation incentive shall be considered as being laid off, with no right to recall, effective the first day of the month following the date the incentive is accepted.
- 27.06 If, following the process outlined in Clause 27.02 above, no alternative resolution is determined, employees subject to lay-off for an indefinite period shall have the option of:
- (A) Accepting lay-off with recall rights as provided for in Article 27.09; or,
- (B) Accepting termination of employment and waiving any right to recall based on being paid for the notice period and receiving a separation incentive outlined in 27.04 (A).
- (C) Displacing the most junior employee within their current classification, if any, or any classification in which the employee has worked, providing the employee can establish that they have the skills and the ability to perform the job. The employee shall notify the Employer within two (2) weeks of notice of lay-off of the decision to displace another employee.
- 27.07 (A) Employees subject to lay-off will be notified ninety (90) days in advance of their lay-off date; and during this period, those employees will be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer, and any additional leave with pay as the Employer considers reasonable for related travel.
- (B) Employees subject to layoffs will also be provided with a job search assistance program, including possible outside counseling services, not to exceed ninety (90) days, as coordinated by Human Resources.
- (C) Any employee who is laid off after being employed for more than:
- i. Three (3) years shall receive a one-time training allowance of \$1,500 payable to an educational institution of the employee's choice.
  - ii. Five (5) years shall receive a one-time training allowance of \$3,500 payable to an educational institution of the employee's choice.
  - iii. Ten (10) years shall receive a one-time training allowance of \$5,000 payable to an educational institution of the employee's choice.
- 27.08 Full-time employees will not be required to accept part-time employment.

27.09 Recall

Employees, who have been laid-off and have not accepted a separation incentive pursuant to this Article, shall be entitled to recall in reverse order of lay-off for a period of 24 months from the date of lay-off provided the employee can demonstrate that they have the skills and the ability to perform any vacant or newly created Bargaining Unit position within a reasonable on-the-job training period. Upon expiry of the recall period, their employment is terminated and they are not entitled to any further recall rights.

27.10 No employee shall be required to perform any substantive work outside the Bargaining Unit without the employee's consent.

27.11 Excluded employees of the Employer and volunteers not covered by the terms of this Collective Agreement will not perform duties normally assigned to those employees who are covered by this Collective Agreement, except for past practices and in emergencies where the employees covered by this Agreement are not available.

**ARTICLE 28**

**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

28.01 When a formal review of an employee's performance is made, the employee 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 the employee's 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 their 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**

**DISCIPLINE**

29.01 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.

29.02 No disciplinary action shall be taken against an employee for their behaviour outside working hours unless, in the opinion of the Employer, there is evidence that such behaviour has brought the Employer into public disrepute.

- 29.03 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 them, 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.
- 29.04 An employee shall have the right to Alliance representation whenever the employee is disciplined.
- 29.05 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 30**

#### **GRIEVANCE CEDURE**

##### 30.01 **CONSULTATION**

When an employee feels they have a complaint, the employee is encouraged to consult with their supervisor in respect to such complaint, accompanied, if the employee so wishes, by their shop steward.

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

##### 30.02 **FORMAL GRIEVANCE**

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

##### 30.03 **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.

##### 30.04 **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.

30.05 **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 President's 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.

30.06 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.

30.07 **GRIEVANCE HEARINGS SHALL BE ATTENDED BY:**

	<b><u>MANAGEMENT</u></b>	<b><u>UNION</u></b>
Step 1	Manager & Human Resources Representative	Employee & Union Representative
Step 2	Vice-president & Human Resources Representative	Employee & Union Representative
Step 3	President & CEO or President's designate & Human Resources Representative	Employee & Union Representative

30.08 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.

30.09 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.

30.10 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.

- 30.11 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.
- 30.12 An Arbitration Board shall have no power to alter, add to, subtract from, amend, modify or substitute any part of this Agreement.
- 30.13 By mutual agreement, a single arbitrator may be asked to render decision on a dispute in which case the arbitrator's fee and expenses shall be borne equally by the parties.
- 30.14 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.
- 30.15 The time limits stipulated in this article may be extended by mutual agreement, between the Employer and the employee and where appropriate, the Alliance.
- 30.16 Where it appears that the nature of the grievance is such that a decision cannot be given 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.
- 30.17 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 31

#### JOINT CONSULTATION

- 31.01 (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 32

#### RETI MEN ASSIS NCE

- 32.01 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 the Employer's expense a pre-retirement course selected by the Employer.

## **ARTICLE 33**

### **SAFETY & HEALTH**

- 33.01 Both the Employer and the Alliance declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations.

## **ARTICLE 34**

### **PART-TIME EMPLOYEES**

34.01 **Definition**

Part-time employee means a newly hired employee whose weekly scheduled hours of work on average are less than those established in Article 17 (Hours of Work) but not less than 22.5 hours per week.

34.02 **General**

Part-time employee shall be governed by all the provisions of this agreement.

Unless otherwise provided for in this agreement and subject to the employee meeting the eligibility criteria of the benefit plans, a part-time employee shall be entitled to all provisions under this agreement, in the same proportion as their normal weekly hours of work compared with the normal weekly hours of work specified for full time employees, as established in Article 17 (Hours of Work).

34.03 **Overtime**

A part-time employee will be paid at the straight time rate of pay for all work performed up to a normal day (7.5 hours) or week (37.5 hours) specified for full-time employees, as established in Article 17 (Hours of Work).

34.04 **Designated Paid Holidays**

A part-time employee shall not be paid for designated paid holidays but shall instead be paid five percent (5%) per pay period for all straight time hours worked.

34.05 **Vacation Leave Entitlement**

A part-time employee shall earn vacation leave credits for each month in which the employee received pay for at least twice the number of straight time hours in the employee's scheduled work week, at the rate for years of service established in Clause 11.01 of this Agreement, on a pro-rated basis in the same proportion as the employee's normal weekly hours of work compared with the normal weekly hours of work specified for full time employees.

At the end of each calendar year, the employee's vacation credits will be adjusted to reflect their actual hours worked for the year, excluding overtime hours. The adjustment will be applied to their vacation credits for the following year.



34.06 Sick Leave Entitlement

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the average number of straight time hours in an employee's normal workweek for each calendar month in which the employee received pay for at least twice (2) the number of hours in the employee's workweek.

34.07 Article 13, Special Leave and Article 15, Other Types of Leave shall not be prorated.

**ARTICLE 35**

**RE-OPENER OF AGREEMENT**

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

**ARTICLE 36**

**DURATION AND RENEWAL**

36.01 The duration of this Agreement shall be from the first (1<sup>st</sup>) day of August 2006, until the **thirty-first** day (31<sup>st</sup>) of July 2011.

36.02 Unless otherwise stipulated, the provisions of this Agreement shall become effective on the date this Agreement is signed.

SIGNED AT HALIFAX, NOVA SCOTIA THIS 20 DAY OF November 2007.

**HALIFAX PORT AUTHORITY**

Ken O'Brien  
Thomas MacLeod  
Don In  
James Campbell  
Pat Mooney  
James H. Nicoll

**PUBLIC SERVICE ALLIANCE OF CANADA**

Daphne Baldy  
Lamp W. Shk  
Wynne Foyen  
Antonie  
Sh Macneil  
Diana Giles  
Shan

APPENDIX "A"

ANNUAL RATES OF PAY

20060801

CLASSIFICATION  
LEVEL

LEVEL I	\$25,417	27,956	29,650	30,972
LEVEL II	\$28,806	32,023	33,719	34,733
LEVEL III	\$34,403	35,768	37,634	38,984
LEVEL IV	\$38,631	41,358	43,545	46,037
LEVEL V	\$45,576	48,085	51,676	55,030
LEVEL VI	\$55,068	58,456	61,674	65,054
LEVEL VII	\$62,693	66,084	71,416	75,251

**APPENDIX "B"**

**ANNUAL RATES OF PAY**

**20070801**

**CLASSIFICATION**  
**LEVEL**

LEVEL I	\$26,180	28,795	30,540	31,901
LEVEL II	\$29,670	32,984	34,731	35,775
LEVEL III	\$35,435	36,841	38,763	40,154
LEVEL IV	\$39,790	42,599	44,851	47,418
LEVEL V	\$46,943	49,528	53,226	56,681
LEVEL VI	\$56,720	60,210	63,524	67,006
LEVEL VII	\$64,574	68,067	73,558	77,509

**APPENDIX "C"**

**ANNUAL RATES OF PAY**

**20080801**

**CLASSIFICATION**  
**LEVEL.**

LEVEL I	\$27,018	29,716	31,517	32,922
LEVEL II	\$30,619	34,039	35,842	36,920
LEVEL III	\$36,569	38,020	40,003	41,439
LEVEL IV	\$41,063	43,962	46,286	48,935
LEVEL V	\$48,445	51,113	54,929	58,495
LEVEL VI	\$58,535	62,137	65,557	69,150
LEVEL VII	\$66,640	70,245	75,912	79,989

APPENDIX "D"

ANNUAL RATES OF PAY

20090801

CLASSIFICATION  
LEVEL

LEVEL I	\$27,883	30,667	32,526	33,976
LEVEL II	\$31,599	35,128	36,989	38,101
LEVEL III	\$37,739	39,237	41,283	42,765
LEVEL IV	\$42,377	45,369	47,767	50,501
LEVEL V	\$49,995	52,749	56,687	60,367
LEVEL VI	\$60,408	64,125	67,655	71,363
LEVEL VII	\$68,772	72,493	78,341	82,549

**APPENDIX "E"**

**ANNUAL RATES OF PAY**

**20100801**

**CLASSIFICATION**  
**LEVEL**

LEVEL I	\$28,831	31,710	33,632	35,131
LEVEL II	\$32,673	36,322	38,247	39,396
LEVEL III	\$39,022	40,571	42,687	44,219
LEVEL IV	\$43,818	46,912	49,391	52,218
LEVEL V	\$51,695	54,542	58,614	62,419
LEVEL VI	\$62,462	66,305	69,955	73,789
LEVEL VII	\$71,110	74,958	81,005	85,356

## **APPENDIX "F"**

### **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 \$125.00 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 \$125.00 after considering the reasonable wear and tear resulting from the performance of the duties.

**APPENDIX "G"**

**MEMO OF FREEMEN**

Where an employee in a department has indicated a desire to modify their work hours, the President & Chief Executive Officer may authorize modified hours, subject to operational requirements and that the provision of service is not adversely affected.

The Department Head/Manager will be under no obligation to grant such hours of work.

The Guidelines of Modified Hours as proposed by the Executive Committee and agreed upon by both parties will be strictly adhered to. The Executive Committee made up of two Management and two Union representatives will continue to assess and monitor those that are authorized to participate in a modified work week.

The program will be reviewed every six months by the Executive Committee. It is not contemplated to implement the program on a permanent basis but to have it reviewed every six months.

The established hours of operation, 8:00 am to 5:00 pm, will still be in effect. Any modified hours of work may be granted within these hours of operation.

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