

SOURCE	<del>12</del> 6/15
EFF.	95/1/01
TERM.	96/12/31
No. OF EMPLOYEES	30
NOMBRE D'EMPLOYÉS	df

## COLLECTIVE AGREEMENT

BETWEEN

**THE CANADA PORTS CORPORATION,  
PRESCOTT ELEVATOR**

- AND -

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

"respecting rules and rates of pay for  
the FULL-TIME employees"

January 1, 1995 to December 31, 1996

JUL 15 1996

03848(06)

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\*\* Denotes changes from the previous agreement

## ARTICLE 1 — SCOPE

- 1.01 The following **rules and** rates of pay shall, insofar **as** the Corporation has the right to **agree** thereto, govern the services of employees of the classifications set forth herein of the Prescott Elevator.

## ARTICLE 2 — DEFINITIONS

For the purpose of this agreement:

- \*\* 2.01 "Alliance" shall mean the CPC, Prescott Elevator, Ontario, of the Public Service Alliance of **Canada**;
- \*\* 2.02 "the Corporation" or "the *Employer*" shall **mean** the Canada Ports **Corporation**;
- \*\* 2.03 "Operations Manager" **shall** mean the On-site Manager, designated in charge of operations, Prescott Elevator, or **his** delegate;
- \*\* 2.04 "General Manager" shall mean the designated Management representative, National Office, in charge of Port of Prescott **operations**, or **his** delegate;
- \*\* 2.05 "Employee" shall mean a full-time employee of the Corporation covered by **this** agreement and **included in** the Bargaining Unit **as** defined in the certificate issued by the **Canada Labour Relations Board**,
- \*\* 2.06 "*Lay-off*" shall mean **an** employee whose employment **has been** terminated permanently because of lack of work or because of the discontinuance of a function;
- \*\* 2.07 "*Common-law spouse*" shall mean a relationship said to exist when for a continuous **period** of at least one (1) year, **an** employee **has lived** with a person of the opposite sex, publicly represented that **person** to be his/her spouse, **lives and** intends to continue to live with that person **as if** that person were his/her spouse;

- 2.08 Except as otherwise expressly stipulated, **words** importing the masculine gender shall also include the feminine gender.

### **ARTICLE 3— MANAGEMENT RIGHTS**

- 3.01 It is recognized **that** the Corporation exercises rights **and** responsibilities **as** management which **are** otherwise restricted only by **the terms** of this Agreement.

### **ARTICLE 4— SENIORITY**

- 4.01 **On initial** appointment to the Corporation, **an** employee shall be on probation during his first six (6) months of employment **and shall** acquire seniority **rights** commencing on the date of appointment. **During such** probationary period, the employee **shall** not be entitled to exercise **his** seniority **rights** or the grievance procedure relating to **his** continued employment with the **Corporation**.
- 4.02 A seniority list of all employees covered by **this** Agreement shall be **posted as soon as possible** after the effective date of **this** Agreement **and** annually in **January** of each year thereafter. Such list shall **show names, positions and** date of entry with the Corporation at Prescott Elevator, **from which date** seniority shall accumulate, except **as** otherwise provided in **this** Article. Copies of the list shall be furnished to the local Officers of the Alliance. **Refer to Appendix A and B.**
- 4.03 Proof of alleged error in seniority **status** must be **submitted to the Operations** Manager in writing within **sixty (60)** days of posting of the seniority lists. When error is established by **an** employee or by the Alliance (see Article 17), such error shall be corrected and, when **so** corrected, the seniority so established shall be final.

- 4.04 **An** employee shall forfeit his seniority rights:
- (a) upon dismissal from the Corporation's service for cause;
  - (b) upon leaving the Corporation's service of his own accord,
  - (c) if he **fails** to report for duty or to give a satisfactory reason for not doing so within seven (7) days **from** the date of notification;
  - \*\* (d) twelve **(12)** months after the date he last **worked** for the Corporation at Prescott Elevator, whether or not in any of the positions covered by **this** Agreement, except that in the case of approved absence on account of illness, maternity/parental **and work** related illness and **injury** as stipulated by the **Canada** Labour Code, **an** employee shall **retain his** seniority; **and**
  - (e) an employee who may be **transferred** temporarily by **the Corporation** to **another** harbour or grain elevator under **the** administration of **Corporation** shall **retain** his seniority rights at the Prescott Elevator when returned thereto **and** such temporary service shall be counted for purposes of seniority at Prescott Elevator.

## **ARTICLE 5 — APPOINTMENT TO NEW POSITIONS AND VACANCIES**

- 5.01 If **and** when vacancies in regularly established positions (excluding casual or temporary) or new positions **are** required to be filled, they shall be bulletined within ten (10) **days** of such vacancies occurring or of such new positions being established. The bulletin shall show rate of pay, effective date, classification **and hours** of assignment **and** shall be posted for five **(5)** days in places accessible to **all** employees **affected**. Copies shall be furnished to the Alliance representative. **An** employee desiring such position(s) will, **within** the five **(5)** days **specified** in **this** clause, **forward** to the designated Officer **this** application for such position(s).
- 5.02 Appointments to vacancies shall **be** made on the basis of ability **and** fitness; other **things** being **equal**, seniority to govern. **The** name of the appointee shall be bulletined within five **(5)** days in the same manner **as** the position

**was** bulletined. Bulletined positions may be filled temporarily **pending** the assignment of the successful candidate. **Nothing** herein shall prevent **the** Corporation from determining that **no** applicant **has** the **necessary** qualifications **and from** proceeding to fill the vacancy at its discretion but **this** shall not limit the right of **any** employee in respect of the **grievance** procedure set forth in Article 17.

- \*\* 5.03** Successful applicants to bulletined positions shall be appointed to the position on a probationary basis for a **period** of up to thirty (30) **working days**, during which time the **Corporation** will determine their ability and **fitness** for **the** position. **On** appointment to **the** bulletined position, **the** employee **shall** be paid at the rate of pay specified for the level of the position. **Nothing** in this clause shall limit **the** right of the **Corporation** to waive all or any portion of the probationary **period**.

Where a successful applicant to a bulletined position fails to qualify during the probationary period, he shall be returned to his former position without loss of seniority.

## **ARTICLE 6 — REDUCTION OF FORCES AND RECALL TO SERVICE**

- 6.01** Where the Corporation is contemplating **any** major changes in the **workforce** where permanent lay-offs will result, the Corporation agrees to give the **Alliance** and the employee **so** affected a minimum of **ninety** (90) days notice and during which the **ninety** days (90) days, the Corporation **agrees** to consult with the Alliance **on** the essential aspects of the change.

- 6.02** In reducing forces, seniority shall govern subject to the ability of senior men **to perform** the work required. An employee whose position is abolished or who is displaced may exercise **his** seniority in **the** following manner:

- (a) he **may** displace **any** employee in his classification who **has** less service in that classification;

- (b) he **may** displace any employee junior in rank and **in** service **with** the Prescott Elevator, provided he **can perform the work** required.
- 6.03 A laid-off employee who desires to return to the Service of the **Corporation** **when work** is available for him **must** keep the proper Officers of the Corporation **and** the Alliance advised of his address in order that he **may** be readily located.
- 6.04 When forces are increased, employees **will** be returned to **the** service **in the** reverse order of their lay-off and to the positions they formerly occupied.
- 6.05 The **Corporation** agrees that work normally carried out by members of **the Bargaining Unit** shall be **performed** by employees of the **Bargaining Unit**.

#### **ARTICLE 7 — HOURS OF WORK**

- 7.01 Except as otherwise provided herein, the general **working** hours shall **be as follows**:
- (a) the **work week** shall **be** forty (40) hours, eight (8) hours per **day**, Monday through Friday, between the hours of 8:00 a.m. **and** 4:30 p.m. **A** meal break **of one** half (1/2) hour shall be provided **as close as possible to mid-shift**. The duration of the **meal break may** be amended by **mutual consent**.
- (b) **A minimum of four (4) hours' wages at the regular rate shall be paid for any call to work.**

#### **ARTICLE 8 — OVERTIME AND HOLIDAY WORK**

- 8.01 Time **worked** on Monday to Friday inclusive, in excess of the regularly assigned hours established in Article 7 shall be paid at the rate of time and one half (1-1/2) **times** the regular rate.

- 8.02 (a) All time worked on **Sunday** shall be paid for at the rate of double (2) ~~time~~. Double **(2)** time shall also be paid for all hours worked after 9:30 p.m. on a **regular** working day **and** in excess of four **(4)** hours on Saturday.
- (b) All time worked on the statutory holidays **named** in clause 9.01 shall be paid for on the basis of eight (8) hours' pay **at straight time** plus double (2) ~~time~~ for all hours worked on such statutory holidays.
- 8.03 A **minimum** of four **(4)** hours' wages at straight time rate or the equivalent thereof will be paid for all work **performed** not continuous with, **before** or after, regular **hours** of work.
- 8.04 A minimum of four **(4)** hours' wages at **straight time rate** or the equivalent thereof will be paid for all work **performed** on Saturday or **Sunday**.
- 8.05 A minimum of four (4) hours' wages **at double (2) time** shall be paid for time worked on a statutory **holiday** named in Article 9.01 in addition to the eight **(8)** hours' pay at **straight time** set forth in Article 8.02 (b).
- 8.06 Time worked during regularly assigned **meal periods** shall be paid for at overtime rates. Employees working during meal **periods** shall at **the** first opportunity be given thirty **(30)** minutes off with pay.
- 8.07 When **an** employee is to work overtime beyond 5:30 p.m., he **shall** be granted **an** unpaid meal **break** between 4:30 p.m. **and** 5:30 p.m. When **his** hours **so** extend beyond 5:30 p.m., he shall be granted a meal allowance of seven dollars and seventy-five cents **(\$7.75)**. An additional meal allowance of seven dollars and seventy-five cents **(\$7.75)** will be paid when **his** hours extend beyond **9:30 p.m.**
- 8.08 If **an** employee reports **as** directed for work after **his** meal **break**, he shall be paid for the time actually worked **at** overtime rates or **a minimum** of two **(2)** **hours'** pay **at** straight time, whichever is greater.



8.09 The Corporation agrees that overtime work on duties normally carried out by members of the **Bargaining** Unit shall be **performed** by employees of the Bargaining Unit, except in the following cases:

- (a) when **an** emergency exists;
- (b) when the amount of work to be carried out is **so minimal** that it is not **logical to call in** a member of the **Bargaining Unit**;
- (c) when no member of the **Bargaining** Unit is available by telephone to **perform** the overtime.

8.10 Compensatory leave (**banking** of overtime hours) is to be taken at times convenient to both the employee **and** employer. **This** compensatory leave shall be capped at eighty (80) hours **per** calendar year **and** must be taken **by** the end of February the following year.

If not taken by **this time**, it shall be paid for in cash **at the prevailing rate at which** it was earned.

**\*\* 8.11** Overtime shall not be offered to casual employees until all full-time employees, if qualified, have first **been** given the opportunity to work **this** overtime.

## **ARTICLE 9 — DESIGNATED PAID HOLIDAYS**

9.01 The following shall be the recognized legal holidays for the **purpose** of this Agreement:

- New Year's Day
- **January 2<sup>nd</sup>**
- **Good Friday**
- Easter Monday
- Victoria Day
- Dominion Day
- Civic Holiday

- Labour Day
- Thanksgiving Day
- Remembrance Day
- 1/2 day, December 24<sup>th</sup>
- Christmas Day
- Boxing Day
- 1/2 day, December 31<sup>st</sup>

For a total of ~~thirteen~~ (13) legal holidays.

When any of the **legal** holidays mentioned in clause **9.01** falls on a Saturday or **Sunday**, the day (if **any**) substituted by the **Governor-in-Council** shall be observed **as** the legal holiday. When the Governor-in-Council **declares** a holiday **that** is not included in clause **9.01**, it shall **be** deemed to be a legal holiday for the purpose of **this** Agreement.

**9.02** Payment for holidays not worked:

- (a) **An** employee not working on any of the holidays named in clause 9.01 shall be **paid for** these holidays **provided** he **has received** wages for at least fifteen **(15)** days **during** the ~~thirty~~ (30) calendar days immediately preceding such holidays.
- (b) No employee is entitled to **be paid for** any of the holidays on which he did not **report for work after having** been called to work on **that** day. If a **reason** for **not** working, acceptable to **the Operations Manager**, **be given**, it will **not** be considered **as** a refusal.

**ARTICLE 10 — VACATION LEAVE**

**\*\* 10.01** Employees ~~shall~~ be eligible for vacation leave on the **following** basis:

- (a) **Two (2) weeks** per year upon completion of each year of service up to **and** including five **(5) years** of continuous employment.

- (b) Three (3) ~~weeks~~ per year of service upon completion of five (5) years of continuous employment.
- (c) Four (4) ~~weeks~~ per year of service, upon completion of ten (10) years of continuous employment.
- (d) Five (5) ~~weeks~~ per year of service upon completion of fifteen (15) years of continuous employment.
- (e) ~~Six (6) weeks~~ per year of service upon completion of twenty-nine (29) years of continuous employment.

For purposes of calculating years of service referred to above, the commencement date shall be the date of entry into service at the Prescott Elevator, **as** indicated on the seniority list under **this** Agreement.

10.02 Vacation leave may be granted by the ~~Operations~~ Manager subject to the operational requirements of the Prescott Elevator.

\*\* 10.03 When the employment of **an** employee is terminated, **the** employee or **his** estate shall, in lieu of ~~earned~~ but ~~unused~~ vacation leave, be paid **an** amount **equal** to the product obtained by multiplying the number of **days** of earned but ~~unused~~ vacation leave by the ~~daily~~ rate of pay applicable to the employee immediately prior **to the** termination of his employment.

\*\* 10.04 Where the employee requests, the Corporation shall grant the employee **his** ~~unused~~ vacation leave credits prior to termination of employment if this will enable him for purposes of severance pay, to complete the first (1st) **year** of continuous employment in the case of lay-off, **and the tenth (10th)** year of continuous employment in **the** case of resignation **as** stipulated in Article 20.

\*\* 10.05 An employee whose employment is terminated by reason of **a declaration** that he abandoned his position is entitled to receive the payment referred to in Clause 10.03 if he requests it **within six (6)** months following the **date** upon which **his** employment is **terminated**.

## ARTICLE 11 — SICK LEAVE

11.01 **An** employee shall be eligible for sick leave with pay as follows:

- (a) After **six** (6) months of service following last entry in the Corporation's service at the Prescott Elevator, one and one quarter days (10 hours) per month provided he **has** received his pay for at least ten (10) working days in each month.
- (b) Casual sick leave with pay shall not be allowed in excess of seven **(7) days** in **any** calendar year. If the seven (7) day limit without medical **certificate** is exceeded, a certificate must be furnished; otherwise, no further paid leave will be allowed unless, on the employee's **written** request, such absences are charged to annual leave.
- (c) Absences on account of illness **must** be supported in the form of **a written** declaration **from** the employee in cases where the absence has not exceeded five **(5)** working days **and** a certificate **from** a qualified medical practitioner where the absence has exceeded five **(5)** working days, such **certificate** to be **submitted** within ten (10) working days of the **beginning** of the absence. It shall be competent for the **Operations** Manager to reduce the number of **days'** absence for which a medical certificate will be required if it appears to **him** to be in **the** interest of the service to do so.
- (d) Sick leave with pay, within the limits laid down, may be **granted by the** Operations Manager but not continuously in excess of two **(2) months**. **Any** longer periods which are found to be necessary must be referred to the **Corporation** for its approval. Where it is established that **an** employee's illness will not permit him to **again** return to work or where there are continuous absences due to illness in excess of **six** (6) months, **a** special report is to be submitted to the Corporation with a view to determining whether or not the employee should be **granted an** extension of sick leave or be offered retirement. The **Operations Manager** should report, in narrative form, **any** appropriate recommendation he wishes to submit.

- \*\***
- (e) No employee shall be granted sick leave, nor accumulate sick leave credits, during a period in which he is under suspension or on leave-of-absence without pay, except **as** otherwise stipulated in the Canada Labour Code for **reasons** of sick leave, maternity/parental and work related illness **and injury**.
  - (f) Sick leave shall be cumulative **from** year to year.
  - (g) Sick leave credits shall be **used for** sick leave only **and** shall not be **used for any** other purpose.

## **ARTICLE 12 — SPECIAL LEAVE**

- 12.01 At his discretion, **the** General Manager, may grant leave with pay to **an** employee when circumstances not directly attributable to the employee, including illness in the immediate family, prevent him **from** reporting for **duty**.
- 12.02 **Birth** of child
- An** employee **shall** be granted two (2) **days'** leave **with** pay for needs directly related to the birth of his child.
- 12.03 Bereavement leave
- (a) When death occurs in an employee's immediate family, the **Operations** Manager shall grant to the employee leave with pay (regular straight time rate) to **attend** the funeral, up to four **(4)** working days, **and** not extending beyond the day following the funeral.
  - (b) Pay will be **at** straight time even though one or more of the funeral leave **days** occurs on a paid holiday.
  - (c) If special circumstances exist, the General Manager, may grant, at his discretion, **an** extension of bereavement leave for **a death** within **an**

employee's immediate family or may approve bereavement leave for a death occurring outside the immediate family.

(d) Pay will not be granted if **an** employee does not attend the funeral.

\*\*

(e) For **the** purpose of the preceding paragraphs, **the immediate** family **is** defined **as** father, mother (or alternatively, step-father and step-mother), brother, sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), step-child of the employee, father-in-law, mother-in-law **and** relative permanently residing in the employee's household or with whom **the** employee permanently resides.

(f) **An** employee **is** entitled to leave with pay (**regular** straight time rate) up to a maximum of one (1) day in the event of the death of **an** employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, uncle or aunt, for a purpose **related** to the death.

#### 12.04 Court leave

(a) Leave **with** pay shall be granted to **an** employee who is required to appear in **Court** for jury duty or **when** subpoenaed **as** a witness.

(b) Employees granted leave-of-absence with pay, **as** outlined in section (a) above, **retain any** fee received.

(c) **Court** leave **with** pay applies **where an** employee is to be absent on his actual working day.

#### \*\* 12.05 Injury-on-duty leave

(a) **An** employee shall be granted **injury-on-duty** leave **with** pay for such reasonable **period** **as may** be determined by the Employer where it **is** determined by **the** Ontario Worker's Compensation Board that he **is** unable to **perform** his duties because of:

(i) personal **injury** accidentally received in **the** performance of his duties and not caused by the employee's wilful misconduct;

(ii) **sickness resulting** from the nature of his employment, or

(iii) exposure to **hazardous** conditions in **the** course of **his** employment;

if **the employee agrees** to pay to the Employer **any amount** received by him for loss of wages in settlement of any claim he may have in respect of such **injury**, sickness or exposure.

(b) Where **an** injured employee is unable to return to **his** normal work **resulting** from (i), (ii) or (iii) above, the Corporation shall make every reasonable effort to provide the employee with alternative employment.

### **ARTICLE 13 – WELFARE BENEFITS; Effective May 5, 1994**

\*\* 13.01 The Corporation **agrees** to pay 100% of the cost of the Ontario Hospital Insurance **Plan**.

\*\* 13.02 The Corporation agrees to pay 100% of the cost of the **Public Service Health Care Plan, Level III**.

\*\* 13.03 **The** Corporation **agrees** to reimburse the employee for 100% of the premiums costs assessed to the employee **regarding** to the Supplementary Death Benefit.

\*\* 13.04 The Corporation agrees to pay 100% of the cost of **the Disability** Insurance **Plan**.

\*\* 13.05 The Corporation agrees to pay 100% of the premium costs related to the Dental and Vision **Care** Insurance **Programs** provided by Great West Life Insurance Company.

\*\* 13.06 Employees **are** entitled to participate in the Public Service Superannuation Plan in accordance with Superannuation rules **and** regulations.

In the event that **an** employee contributes **to the** Public Service Superannuation **Plan**, the Corporation will match his contributions for all current service as per the rules **and** regulations established under the *Public Service Superannuation Act*.

#### **ARTICLE 14— PAY PERIODS AND DEDUCTIONS**

- \*\* 14.01 *All* employees covered by **this** Agreement shall receive payment for wages every second Thursday by cheque or usually every second Tuesday by automatic bank deposit at the bank or financial **institution** selected by the employee.
- 14.02 **On** the **days** mentioned in clause 14.01 above, each employee shall receive a Written explanation of **his salary** deductions **and** hours of work paid for.

#### **ARTICLE 15— CHANGE IN CLASSIFICATION**

- 15.01 When **an** employee is called upon to do **work** of another classification **which** is higher **than** his own, such employee **shall** be paid at the **rate** of **the new** classification provided he works for not less **than** four **(4)** hours in such higher classification. Acting **pay** shall be retroactive to the first hour when **the foregoing** condition **has** been met.
- 15.02 The parties agree to continue the present practice that when **an** employee is called upon to do **work** of **another** classification lower **than** his own, such employee shall be paid at **his regular** rate of **pay**.

#### **ARTICLE 16— COMPULSORY CHECK-OFF**

- 16.01 **The** Corporation shall deduct the **monthly** dues **and** **remit** same to the Alliance after all other authorized deductions have been made.



## ARTICLE 17 — GRIEVANCE PROCEDURE

- 17.01 Any individual employee or group of employees shall have the right at any **time** to present grievances under the procedure outlined in this Agreement. Such grievances must be **filed** within fifteen working days and hearings shall be held promptly.
- 17.02 Any employee suspended shall be restored to his former position with full pay of all **time** lost if such suspension be not sustained.
- 17.03 The following steps constitute the recognized grievance procedure under this Agreement:

	REPRESENTING THE EMPLOYEE OR THE ALLIANCE	REPRESENTING THE EMPLOYER
<i>Step #1</i>	Representative of the Alliance	Foreman or his authorized representative
<i>Step #2</i>	Representative of the Alliance	Operations Manager
<i>Step #3</i>	Representative of the Alliance	General Manager
<i>Step #4</i>	Representative of the Alliance	Arbitration

- 17.04 The Corporation **and** the Alliance **agree** with the principle of using a single arbitrator to settle **grievances**; however, if the parties cannot **agree** on a single arbitrator, **an** arbitration tribunal shall be set up. **This tribunal** is to consist of **a** Management representative, **an** Alliance representative **and these** two people will decide on a **third member** who will act **as a** Chairperson. If agreement cannot be reached **as** to the selection of a Chairperson within a **period** of three (3) weeks, either party may then request the **Federal** Minister of Labour to appoint a Chairperson. **This tribunal will** render a decision **as** soon **as** possible subsequent **to** the hearing.
- 17.05 In accordance with the **Canada** Labour Code, there shall be no stoppage of work while the procedure outlined in this Article is being followed.

- 17.06 The time limit for replies **for the first** two steps of the procedure shall be five **(5) working** days and fifteen **(15) working** days **for a reply at the third** level, unless the Alliance **and the Corporation** agree in writing to an extension. All replies **beyond** level one shall be in **writing**.
- 17.07 **The jurisdiction of the arbitrator shall be restrained to** the terms and **conditions** spelled out in the Collective Agreement.
- 17.08 **The Corporation and the Union** shall share the cost **of the arbitrator** and each party shall **be responsible for their own costs** during the **arbitration**.

## **ARTICLE 18 — SAFETY AND HEALTH**

- 18.01 **The Corporation shall** continue to **make** reasonable provision for the occupational **safety** and health of employees, carrying out reasonable **procedures** and techniques designed and intended to **prevent and** reduce the **risk of employment injury**.
- In order to assist with the foregoing,** the Corporation **and the Union,** agree **that a safety committee** shall exist and **work** actively, made **up of two** members of the Corporation and three **members** of the Union.
- 18.02 **The Corporation agrees to pay 100%** of the **actual cost of a pair of safety** boots up to a maximum **of one hundred and ten dollars (\$110.00)** per year. **This allowance is subject to proof of purchase.**
- 18.03 The Corporation agrees to **provide** employees **with summer and winter** gloves, **summer and winter coveralls,** or **socks** on a regular basis subject to proof of **a need for an** exchange. Subject to periodic cleaning, **these issue** clothing items shall be kept **on Corporation** premises **at all** times.
- 18.04 Employees **required** to paint or **work** outside at levels of 25 **feet** or more above **ground,** or **required** to descent into a **bin while suspended in a** boatswain chair shall receive a bonus of ninety-five cents **(\$.95)** per hour or

part thereof. Employees required to sweep a bin from the bottom shall receive a bonus of forty-five cents (\$.45) per bin.

18.05 The Corporation will furnish rain gear to employees who require same in the performance of their duties subject to the following conditions:

- (a) All rain gear will be kept at the Prescott Elevator property and, when required, will be issued and signed for by the employee concerned and subsequently returned on completion of the operation for which the gear was issued. Employees shall be responsible for the custody of rain gear during the period of issue.
- (b) Rain gear not serviceable will be repaired or replaced by the Corporation as required.
- (c) Rain gear supplied by the Corporation will be of a type and style deemed to be suitable for the purpose intended.
- (d) Any misuse or abuse of rain gear while on issue shall be the responsibility of the employee to whom it was issued.

18.06 The Corporation agrees to provide safety goggles to employees, where required, in the performance of their duties.

## ARTICLE 19 — RATES OF PAY

19.01 Probationary rates will be 90% of the following rates of pay and shall be applicable to employees under the main Agreement as follows:

	<u>EFFECTIVE — January 1, 1995</u>	<u>January 1, 1996</u>
Level5	➤ \$17.30	➤ \$17.30
Level 4	➤ \$16.62	➤ \$16.62
Level3	➤ \$16.14	➤ \$16.14
Level2	➤ \$15.17	➤ \$15.17
Level 1	➤ \$14.60	➤ \$14.60

**\*\* 19.02** The pay levels as indicated above shall consist of the following occupational classifications:

- Level5
  - Electrician
  - Millwright
  
- Level4
  - Head Grain Runner
  - Head Weighman
  - Head Distributor
  - Assistant Dock Foreman
  - Grain Inspector
  
- Level3
  - Weighman
  - Utility Man 2
  - Cleaning Machine Operator
  - Dryer Operator
  
- Level 2
  - Distributor
  - Utility Man 1
  
- Level 1
  - Elevator Worker
  - Labourer

When an employee is in an acting pay position on the day prior to a Statutory Holiday, he shall receive the acting pay rate for said holiday.

Effective January 1, 1996, the position of Head, Fumigator is added to pay Level 4 and forms part of the above occupational classification list,

**19.03** When an employee replaces and carries out the duties and responsibilities of a salaried Foreman (excluded from the Bargaining Unit) for a minimum of four (4) hours, he shall be paid:

- (a) if he has acted in such a role prior to May 1, 1975, the Foreman's actual rate of pay; or
  
- (b) if he has never previously acted in such a role, the greater of either the minimum of the Foreman's salary range or ten percent (10%) more than the employee's hourly rate.

- (c) Such ~~rate~~ shall be retroactive to the first hour when ~~the~~ foregoing condition ~~has~~ been met.

## **ARTICLE 20 — SEVERANCE PAY**

**\*\* 20.01** **An** employee shall receive severance benefits calculated on the basis of ~~his~~ weekly rate of pay under the following circumstances:

**(a) Lay - off**

~~For~~ employment from May 5, 1994, one (1) ~~week's~~ pay for ~~each~~ complete year of continuous employment with a maximum benefit of twenty-seven (27) ~~weeks~~.

**(b) Resignation**

For employment ~~from~~ May 5, 1994, ~~an~~ employee with ten (10) or ~~more~~ years of continuous employment, one-half (1/2) ~~week's~~ pay for each complete year of continuous employment with a ~~maximum~~ benefit of ~~thirteen~~ (13) weeks.

**(c) Retirement**

For employment from May 5, 1994, when ~~an~~ employee is entitled to ~~an~~ immediate ~~annuity~~ or to ~~an~~ immediate ~~annual~~ allowance under the Public Service Superannuation Act, one (1) ~~week's~~ pay for each year of continuous employment with ~~a maximum~~ benefit of twenty-nine (29) weeks.

**(d) Death**

For employment from May 5, 1994, if ~~an~~ employee dies, there shall be paid to his estate, one (1) week's pay for each ~~year~~ of continuous employment to ~~a~~ maximum of twenty-eight (28) weeks, regardless of any other benefit payable.

\*\* 20.02 Under no circumstances shall the maximum severance pay provided under this Article be pyramided.

**ARTICLE 21 — PERIOD OF AGREEMENT**

\*\* 21.01 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed and shall remain in effect until December 31, 1996 and thereafter from year to year unless either party gives' written notice to the other party in accordance with the provisions of the Canada Labour Code.

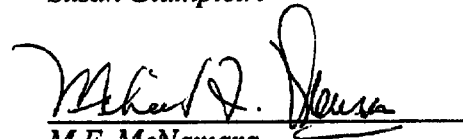
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Prescott Elevator


  
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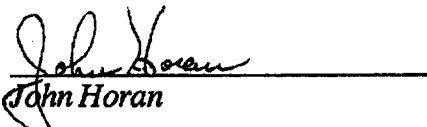
  
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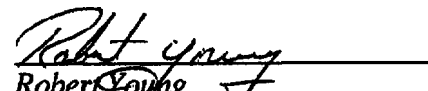
  
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Carl Visser

  
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Robert Young

Signed on this 5<sup>th</sup> day of July, 1996

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and  
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**SUBJECT : SIGNING BONUS**

It is understood and agreed by the parties that, upon signing of the collective agreement, each full-time employee whose name appears on the January 1, 1996 Seniority List shall be paid a lump sum of three hundred and fifty dollars (\$350) within 30 days of the official signing of the collective agreement

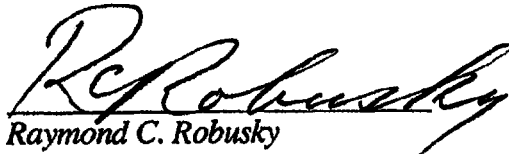
Signed this 7<sup>th</sup> of May, 1996

**Canada Ports Corporation**

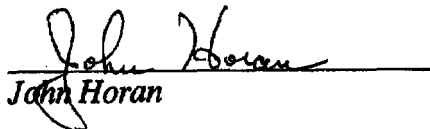
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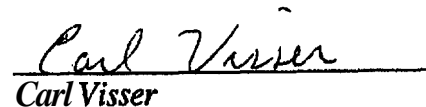
  
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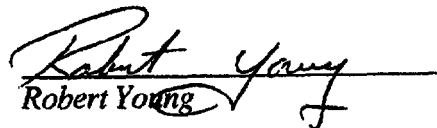
  
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Raymond C. Robusky

  
Daryl Littlejohn

  
John Horan

  
Carl Visser

  
Robert Young

**SENIORITY LIST**  
**FOR FULL-TIME EMPLOYEES**  
**AS OF JANUARY 1, 1995**

NAME OF EMPLOYEE	CLASSIFICATION	DATE OF ENTRY
STEPHENSON, Gary	Head Weighman	26/Jun/63
ROSS, Richard	Head Distributor	01/Nov/71
STEPHENSON, Dwayne	Millwright	29/Aug/72
LITTLEJOHN, Daryl	utility Man 2	17/Jun/74
VELTKAMP, Casey	Utility Man 2	09/Feb/76
VISSER, Carl	Head Grain Runner	19/Jun/86
MARTIN, Roland	utility Man 2	27/Aug/92



**SENIORITY LIST  
FOR FULL-TIME EMPLOYEES  
AS OF JANUARY 1, 1996**

<b>NAME OF EMPLOYEE</b>	<b>CLASSIFICATION</b>	<b>DATE OF ENTRY</b>
STEPHENSON, Gary	Head Weighman	26/Jun/63
ROSS, Richard	Head Distributor	01/Nov/71
STEPHENSON, Dwayne	Millwright	29/Aug/72
LITTLEJOHN, Daryl	Grain Inspector	17/Jun/74
VELTKAMP, Casey	Head Fumigator	09/Feb/76
VISSER, Carl	Head Grain Runner	19/Jun/86
MARTIN, Roland	utility Man 2	27/Aug/92

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**SUPPLEMENTARY AGREEMENT  
AFFECTING CASUAL EMPLOYEES**

**BETWEEN**

**THE CANADA PORTS CORPORATION,  
PRESCOTT ELEVATOR**

**- AND -**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**"Prescott Elevator Group"**

**January 1, 1995 to December 31, 1996**

# SUPPLEMENTARY COLLECTIVE AGREEMENT

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\*\* Denotes changes from the previous agreement

## ARTICLE 1 — SCOPE

- 1.01 The following rules and rates of pay shall, insofar as the Corporation has the right to agree thereto, govern the services of casual employees of the classifications set forth in Article 13 hereof and, except as expressly provided herein, the terms of the main Agreement with the Canada Ports Corporation, Prescott Elevator Group of the Public Service Alliance of Canada, Prescott Elevator, Ontario, shall not apply to the Supplementary Agreement.

## ARTICLE 2 — DEFINITIONS

For the purpose of this agreement:

- \*\* 2.01 "Alliance" shall mean the CPC, Prescott Elevator, Ontario, of the Public Service Alliance of Canada;
- \*\* 2.02 "the Corporation" or "the Employer" shall mean the Canada Ports Corporation;
- \*\* 2.03 "Operations Manager" shall mean the on-site Manager, designated in charge of operations, Prescott Elevator, or his delegate;
- \*\* 2.04 "General Manager" shall mean the designated Management representative, National Office, in charge of Port of Prescott operations, or his delegate;
- \*\* 2.05 "Employee" shall mean a casual employee covered by this Agreement and included in the Bargaining Unit as defined in the certificate issued by the Canada Labour Relations Board.
- 2.06 Except as otherwise expressly stipulated, words importing the masculine gender shall also include the feminine gender.

### ARTICLE 3— SENIORITY

- 3.01 **Any** employee of a classification set forth in Article 13 hereof **and** casual employees in the classification set forth in Article 19 of the main Agreement shall acquire **seniority with** effect **from** April 1, 1957 and be entitled to exercise seniority **rights** in respect of **any** position covered by this Supplementary Agreement provided he **has worked** for **the** Corporation **at** Prescott Elevator a total of seventy (70) working hours in **any** one (1) navigation season since the aforesaid date, after which seniority shall accumulate from the commencing **date** of such period, it being understood **and agreed** that such seniority shall not constitute seniority for **any** purpose of the main Agreement with the full-time employees employed at the Prescott Elevator.
- 3.02 A seniority list of all employees referred to in the foregoing paragraph shall be posted **as soon as** possible after **the** effective **date** of **this** Agreement and **annually** at the commencement of navigation thereafter, copies of such **lists** to be furnished to local Officers of the Alliance. Refer **to** Appendix **A**.
- 3.03 Proof of alleged error in seniority **status** must be submitted to the Operations Manager in writing within sixty (60) **days** of **posting** of the seniority lists. When **an** error is established by any employee or **the** Alliance, such error shall be corrected **and**, when so corrected, the seniority so established shall be **final**.
- 3.04 **An** employee shall forfeit his seniority rights:
- (a) upon **dismissal** for cause;
  - (b) upon leaving the Corporation's service of **his** own **accord**;
  - (c) upon failure to respond to seventy-five percent (**75%**) of all **calls** for work during the navigation season;
  - \*\*** (d) twelve (**12**) months after the **date** he last worked for the Corporation at Prescott Elevator. However, in the case of approved absence on account of illness, maternity/parental and **work** related illness or **injury** **as** stipulated by **the** **Canada** Labour Code, **an** employee shall retain **his** seniority **status**.

3.05 **Any** employee who holds seniority under this Agreement **and** who is temporarily assigned to a classification exempt **from** this Agreement shall not be entitled to exercise seniority in his assigned position but such temporary assignment shall in no way affect **his** regular position and **seniority** shall continue to accrue therein.

#### **ARTICLE 4 — APPOINTMENTS AND PROMOTIONS**

4.01 **All** vacancies shall be filled by promotion whenever possible. Other qualifications **being equal, seniority** shall govern. **Nothing** herein shall prevent the Corporation from determining that no applicant **possesses** the necessary qualifications or from proceeding to fill **the vacancy** at **its** discretion but **this** shall not be **construed as** limiting the **rights** of the employee under the grievance procedure set forth herein.

4.02 **If a** vacancy occurs in **any** of the classifications **set** forth in the Agreement with the full-time **employees** which cannot be filled by **any** employee entitled to exercise seniority under the **provisions** of **such** Agreement, the **positions** shall be bulletined for a **period** of five **(5)** days in places accessible to employees under **this** Agreement. Such notice shall **show** rate of **pay**, effective **date**, classifications and hours of assignment. **Employees** under **this** Agreement desiring to apply for such vacancy will, within five **(5)** days, submit to the designated Officer a written application for such position. The **Corporation** shall thereupon grant to the applicant holding the higher seniority **status** a **trial period** of five **(5)** days' work and, **if not declared suitable** for appointment, then other applicants shall be **given similar trial periods** in order of seniority, until one is selected. **Nothing** herein shall **prevent the** Corporation **from** determining **that** no applicant **has the** necessary **qualifications** or **from proceeding** to fill the **vacancy** at its discretion but **this** shall not be considered **as limiting** the right of the employees under the **aforsaid** grievance procedure.

#### **ARTICLE 5 — CALL-OUT**

5.01 For the purpose of **distributing employment** amongst the employees covered by **this** Agreement, it is understood **and** agreed between the parties hereto that the

call-out for work shall be **maintained** on a rotational basis, **notwithstanding** the seniority **status** of employees, except that the name of **an** employee who refuses to work when **called** to do so shall be placed at the bottom of the call-out list.

It is further understood **and** agreed that illness of the employee or death in **his** immediate family shall not constitute refusal to **report** to **duty** but absence for such **reasons** shall be supported by a medical or death certificate.

## **ARTICLE 6 — VACATIONPAY**

6.01 Employees shall be eligible for vacation leave pay **as** follows:

- 0 to 5 years inclusive service = 4%
- 6 to 10 **years** inclusive service = 6%
- 11 to 15 **years** inclusive service = 8%
- 16 to 28 **years** inclusive **service** = 10%
- 29 or **more** years inclusive service = 12%

6.02 Grandfather protection shall apply to employees hired prior to **January 1, 1988**, **and** shall continue to be granted vacation pay on the following basis: 0 to 9 years inclusive service, vacation pay **will** be at 6%; after 10 **years** inclusive service, **the regular** provision of clause 6.01 shall apply.

6.03 Vacation pay, as defined by 6.01 and 6.02, shall be paid at the same time **as** regular **pay**.

## **ARTICLE 7 — DESIGNATEDHOLIDAYS**

7.01 When employees **are** required to work on **any** of the statutory holidays **named** hereunder, they shall be paid double **(2)** the rate of their classification, **as** set forth in Article 13 hereof, and employees will receive for a call-out on **these** days a minimum of four **(4)** hours' pay **at** straight time **rates**.

- New Year's Day
- **January 2<sup>nd</sup>**
- Good Friday
- Easter Monday
- Victoria Day
- Dominion Day
- Civic Holiday
- **Labour Day**
- Thanksgiving Day
- Remembrance Day
- 1/2 day, **December 24<sup>th</sup>**
- Christmas Day
- Boxing Day
- 1/2 day, **December 31<sup>st</sup>**

**\*\* 7.02 Effective January 1, 1995, payment for holidays not worked will be as follows:**

- (a) **An** employee not working on any of the holidays named in clause 7.01 shall be paid for these holidays provided he has received wages for at least **fifteen (15)** days during the thirty (30) calendar days immediately preceding such holidays.
- (b) No employee is **entitled** to be paid for any of the holidays on which he did not **report to work** after having been called to work on that day. If a reason for not **working**, acceptable to the **Operations Manager**, be **given**, it will not be considered as a refusal

## **ARTICLE 8— OVERTIME**

8.01 **An** employee shall be paid at the rate of time and one-half (1 1/2) for the first four **(4)** hours worked on Saturday and double **(2)** time thereafter.

8.02 All **time worked** on Sunday shall be paid for at the rate of double **(2)** time.



- 8.03 A minimum of four **(4)** hours at straight time will be paid on any call-out, except that, if **an** employee fails to **report** at the **time** designated, **his** call-out guarantee is reduced by the time the employee is late in reporting. When the period of actual work exceeds eight **(8)** hours, a rate **equal** to time and one-half (1 1/2) will be paid for such excess work **performed**. **Work** continuing after 9:30 p.m., will be paid at double **(2)** time.
- 8.04 **An** employee shall receive a meal allowance of seven dollars and seventy-five cents (\$7.75) when he works beyond 5:30 p.m. provided the employee has been working **before 2:00** p.m. **An** additional meal allowance of seven dollars **and** seventy-five cents (\$7.75) will be paid when his hours extend beyond 9:30 p.m.
- 8.05 The Corporation agrees that overtime **work** on **duties** normally carried **out** by members of the Bargaining Unit shall be **performed** by employees of the Bargaining Unit, except in the following cases:
- (a) when **an** emergency exists;
  - (b) **when** the amount of work to be carried out is so minimal that it is not logical to call in a member of **the** Bargaining Unit;
  - (c) when no member of the Bargaining Unit is available by telephone to **perform the** overtime.
- 8.06 The Corporation **agrees** that **work** normally carried out by **members** of the **Bargaining** Unit shall be performed by employees of the **Bargaining** Unit.

## **ARTICLE 9 — PAY PERIODS**

- \*\* 9.01** All employees covered by this Agreement shall receive payment for wages earned every second **Thursday** by cheque or usually every second Tuesday by automatic bank deposit at the bank or financial institution selected by the employee.

## ARTICLE 10 — DUES DEDUCTIONS

10.01 The Corporation shall deduct the monthly dues and remit same to the Alliance after all other authorized deductions have been made.

## ARTICLE 11 — GRIEVANCE PROCEDURE

11.01 Any individual employee or group of employees shall have ~~the~~ right at any ~~time~~ to present grievances under the procedure set forth herein. Such grievances must be filed within ~~fifteen~~ (15) working days and hearings shall be held promptly.

11.02 Any employee suspended shall be restored to his former position without loss of seniority and ~~with~~ full pay for all time he would have worked if such suspension be not sustained under the grievance ~~procedure set~~ further herein.

11.03 The following steps constitute the recognized grievance procedure under this Agreement:

	REPRESENTING THE EMPLOYEE OR THE ALLIANCE	REPRESENTING THE EMPLOYER
Step #	Representative of the Alliance	Foreman or his authorized representative
Step #2	Representative of the Alliance	Operations Manager
Step #3	Representative of the Alliance	General Manager
Step #4	Representative of the Alliance	Arbitration

11.04 The ~~Corporation and the Alliance~~ agree with the principle of using a single arbitrator to settle grievances; however, if the parties cannot agree on a single arbitrator, an arbitration ~~tribunal~~ shall be set up.

This tribunal is to consist of a Management representative, an Alliance representative and these two people will decide on a third member who will act as a Chairperson. If agreement cannot be reached as to the selection of a

Chairperson within a **period** of **three** (3) weeks, either party may then request the Federal Minister of Labour to appoint a Chairperson. **This** tribunal will render a decision **as** soon as possible subsequent to the hearing.

- 11.05 In accordance with the provisions of the **Canada Labour Code**, there shall be no stoppage of work while the procedure outlined in **this** Article is **being** followed.
- 11.06 The time limit for replies for the first two **(2)** steps of the **procedure** shall be five **(5)** **working** days and fifteen **(15)** **working** days for a reply at the third level, unless the Alliance and the Corporation agree in writing to **an** extension. **All** replies beyond level one shall be **in** writing.
- 11.07 The Corporation and the **Union** shall share **the** cost **of** the arbitrator and **each** party shall **be** responsible for their own costs during **the** arbitration.

## **ARTICLE 12 — SAFETY, HEALTH AND CLOTHING**

12.01 **The** Corporation **agrees** to:

- \*\*** (a) contribute twenty-two cents (\$22) **per** hour to each casual employee toward **the** purchase of safety boots providing the employee is **wearing** safety boots **while** performing **his** elevator duties.

**This** contribution shall not exceed one hundred **and** ten dollars (\$110.00) **in** any contract **year**.

- \*\*** (b) **the** Corporation agrees to supply gloves to any casual employee who, in the opinion of **the** Operations Manager, **requires** gloves in the performance of his duties.

New gloves shall only be issued when worn gloves **are** turned in.

12.02 The provisions governing **rain** gear as the main Agreement, clause 18.05, apply equally to casual employees.

## ARTICLE 13 — RATES OF PAY

**\*\* 13.01** Payment shall be made for work performed during assigned hours at the rates shown below:

	<b>Effective <u>January 1, 1995</u></b>	<b>Effective <u>January 1, 1996</u></b>
<i>Casual employees</i>	➤ \$15.17	➤ \$15.17
<i>Grandfathered employees —</i>		
F. Barkley	➤ \$16.14	➤ \$16.14
G. Greer	➤ \$16.62	➤ \$16.62
D. Stephenson	➤ \$16.62	➤ \$16.62
S. Barkley	➤ \$16.14	➤ \$16.14
K. Storto	➤ \$16.14	➤ \$16.14
R. White	➤ \$16.14	
D. Fraser	➤ \$16.14	➤ \$16.14

Grandfathered employees as of January 1, 1996:

A. Perrin	➤ \$15.17	➤ \$16.14
R. Young	➤ \$16.14	➤ \$16.62
L. Perrin	➤ \$16.14	➤ \$16.62
K. Reid	➤ \$15.17	➤ \$16.14

This grandfather protection shall **only** be provided while the employee's name remains on the seniority list. If one of these employees leaves the Corporation and returns at a later date, he shall be paid at the casual labour rate.

**ARTICLE 14 — PERIOD OF AGREEMENT**

**\*\* 14.01 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed and shall remain in effect until ~~December~~ 31, 1996, and thereafter from year to year, unless either party gives written notice to the other party in accordance with the provisions of the Canada Labour Code.**

**Canada Ports Corporation**

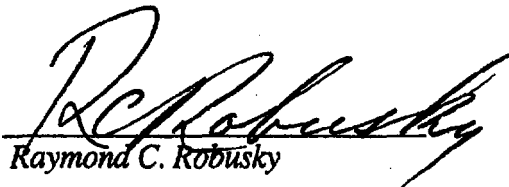
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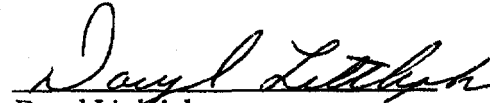
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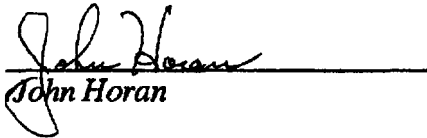
  
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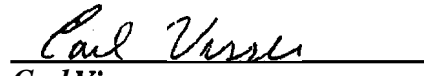
  
Marie-Michèle Robichaud

  
M.F. McNamara

  
Raymond C. Robusky

  
Daryl Littlejohn

  
John Horan

  
Carl Visser

  
Robert Young

Signed on this 5<sup>th</sup> day of July, 1996

**LETTER OF UNDERSTANDING**

between  
**CANADA PORTS CORPORATION**  
and  
**PUBLIC SERVICE ALLIANCE OF CANADA**

**SUBJECT: SIGNING BONUS**


It is understood and agreed by the parties that, upon signing of the collective agreement, each casual employee whose name appears on the January 1, 1996 ~~Seniority~~ List shall be paid a lump ~~sum~~ of three hundred and fifty dollars (**\$350**) payable within **30 days** of the official **signing** of the collective agreement,

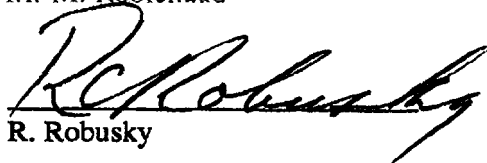
Signed this **7<sup>th</sup>** day of **May** 1996.


**CANADA PORTS  
CORPORATION**

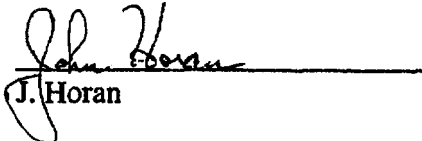
**PUBLIC SERVICE ALLIANCE  
OF CANADA**

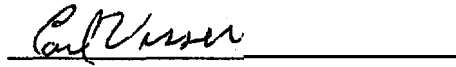
  
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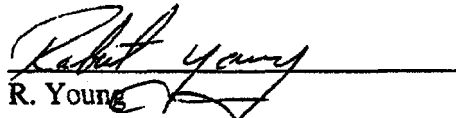
  
R. Robusky

  
D. Littlejohn

  
J. Horan

  
C. Visser

\_\_\_\_\_

  
R. Young

**SENIORITY LIST FOR  
FOR CASUAL EMPLOYEES, PRESCOTT ELEVATOR  
AS OF JANUARY 1, 1996**

<b>NAME OF EMPLOYEE</b>	<b>DATE OF ENTRY</b>
BARKLEY, F.	03/Jun/63
GREER, G.	01/May/79
STEPHENSON, D.	31/Oct/80
BARKLEY, S.	12/Jul/84
YOUNG, R.	19/Sep/88
STORTO, K.	19/Sep/88
PERRIN, L.	24/July/90
FRASER, D.	02/Aug/90
PERRIN, A.	12/Mar/91
REID, K.	12/Mar/91
REID, S.	04/May/91
STEPHENSON, L.	12/Aug/91
VELTKAMP, J.	08/Dec/91
MACDONALD, R.	28/Apr/92
FISHER, S.	09/Jun/93
ROSS, J.	12/Jul/93
MARTIN, P.	08/Aug/94
KING, E.	08/Aug/94
BURTCH, J.	13/Aug/94
BROWN, K.	26/July/95
REID, B.	26/July/95
MACGREGOR, G.	26/July/95
MOULTON, G.	17Aug/95
FAESSON, A.	17Aug/95
CASSELMAN, K.	17/Aug/95
VISSER, D.	01/Oct/95

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