

*Wages*  
*97-01-01*

SOURCE	Union	
EFF.	98	03/04
TERM.	98	12/31
No. OF EMPLOYEES	30	
NOMBRE D'EMPLOYÉS	LF	

## 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, 1997 to December 31, 1998

**RECEIVED**  
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## TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
	1 scope.....	1
	2 Definitions.....	1
	3 Management Rights .....	2
	4 Seniority .....	2
	5 Appointment to New Positions and Vacancies.....	3
	6 Reduction of Forces and Recall to Service.....	4
	7 Hours of Work.....	5
	8 Overtime and Holiday Work.....	5
	9 Designated Paid Holidays.....	7
**	10 Vacation Leave.....	8
	11 Sick Leave.....	10
	12 Special Leave.....	11
	13 Welfare Benefits.....	13
	14 Pay Periods and Deductions.....	14
	15 Change in Classification.....	14
	16 Compulsory Check-Off.....	14
	17 Grievance Procedure.....	15
	18 Safety and Health.....	16
**	19 Rates of Pay .....	17
	20 Severance Pay .....	19
**	21 Period of Agreement.....	20
**	<i>Appendix A</i> — Seniority List as of January 1, 1997.....	21
**	<i>Appendix B</i> — Seniority List as of January 1, 1998.....	22

\*\* 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 **his** 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**      Effective **January** 1, 1998, 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 three (3) **years** of continuous employment.
- (b) Three (3) **weeks** per **year** of service **upon** completion of three (3) 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.
- \*\* 10.06 Effective January 1, 1997, seniority **earned** as a casual employee **will** be recognized **only** for vacation purposes when appointed to a **full-time** position.

## 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, stepfather **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 smocks 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 descend 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:

### **EFFECTIVE — January 1, 1997**

Level5	>	\$17.91
Level4	>	\$17.20
Level 3	>	\$16.70
Level 2	>	\$15.70
Level 1	>	\$15.11

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
  
- Level2   ➤ 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 December 31, 1998 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

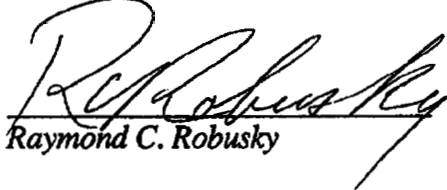
Public Service Alliance of Canada,  
Prescott Elevator

  
N. MacNeil

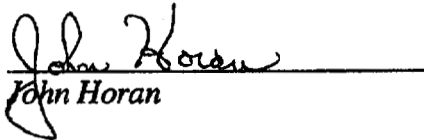
  
Susan Giampietri

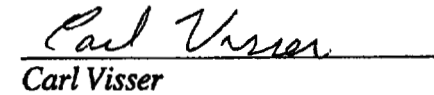
  
Marie-Michèle Robichaud

  
M.F. McNamara

  
Raymond C. Robusky

  
Daryl Littlejohn

  
John Horan

  
Carl Visser

  
Lance Stephenson

Signed on this 4<sup>th</sup> day of March, 1998.

**SENIORITY LIST**  
**FOR FULL-TIME EMPLOYEES**  
**AS OF JANUARY 1, 1997**

NAME OF EMPLOYEE	CLASSIFICATION	DATE OF ENTRY
STEPHENSON, Gary	Head Weighman	June 26, 1963
ROSS, Richard	Head Distributor	November 1, 1971
STEPHENSON, Dwayne	Millwright	August 29, 1972
LITTLEJOHN, Daryl	Utility Man 2	June 17, 1974
VELTKAMP, Casey	Utility Man 2	February 9, 1976
VISSER, Carl	Head Grain Runner	June 19, 1986
MARTIN, Roland	Utility Man 2	August 27, 1992

**SENIORITY LIST**  
**FOR FULL-TIME EMPLOYEES**  
**AS OF JANUARY 1, 1998**

<b>NAME OF EMPLOYEE</b>	<b>CLASSIFICATION</b>	<b>DATE OF ENTRY</b>
STEPHENSON, Gary	Head Weighman	June 26, 1963
ROSS, Richard	Head Distributor	November 1, 1971
STEPHENSON, Dwayne	Millwright	August 29, 1972
LITTLEJOHN, Daryl	Grain Inspector	June 17, 1974
VELTKAMP, Casey	Head Fumigator	February 9, 1976
VISSER, Carl	Head Grain Runner	June 19, 1986
MARTIN, Roland	Utility Man 2	August 27, 1992
STEPHENSON, Lance	Utility Man 2	November 12, 1997



**SUPPLEMENTARY AGREEMENT  
AFFECTING CASUAL EMPLOYEES**

**BETWEEN**

**THE CANADA PORTS CORPORATION,  
PRESCOTT ELEVATOR**

**- AND -**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**"Prescott Elevator Group"**

**January 1, 1997 to December 31, 1998**

25

# SUPPLEMENTARY COLLECTIVE AGREEMENT

## TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	scope.....	3
2	Definitions.....	3
3	Seniority.....	4
4	Appointments and Promotions.....	5
5	call-out.....	6
** 6	Vacation Pay.....	6
7	Designated Holidays.....	7
8	Overtime.....	8
9	Pay periods.....	9
10	Dues Deduction.....	9
11	Grievance Procedure.....	9
** 12	Safety, Health and Clothing.....	10
** 13	Rates of Pay.....	11
** 14	Period of Agreement.....	13
**	<i>Appendix A — Seniority List as of January 1, 1998</i> .....	14

\*\* 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 Offices 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 aforesaid 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 — VACATION PAY

\*\* 6.01 Effective **January 1, 1998**, **employees** shall be eligible for vacation leave pay as follows:

- 0 to 3 years inclusive service = 4%
- 4 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 — DESIGNATED HOLIDAYS**

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.



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**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.
- \*\* 12.03 Effective January 1, 1998, employees required to paint or work outside at levels of 25 feet or more above ground, or required to descend 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.

### ARTICLE 13 — RATES OF PAY

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

*New hires as of Jan. 1/98* > \$15.17

**Effective  
January 1, 1997**

*Casual employees* > \$15.70

*Grandfathered employees —*

F. Barkley	> \$16.70
G. Greer	> \$17.20
D. Stephenson	> \$17.20
S. Barkley	> \$16.70
K. Storto	> \$16.70
R. White	> \$16.70

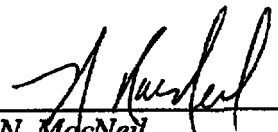
D. Fraser	➤ \$16.70
A. Perrin	➤ \$16.70
R. Young	➤ \$17.20
L. Perrin	➤ \$17.20
K. Reid	➤ \$16.70

**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.**

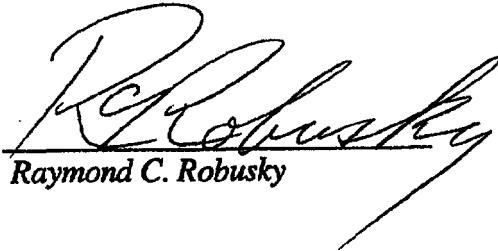
**ARTICLE 14 — PERIOD OF AGREEMENT**

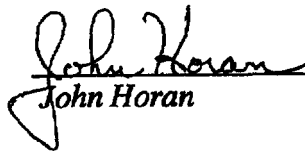
**\*\* 14.01** Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed and shall remain in effect until December 31, 1998, and thereafter from year to year, unless either party gives written notice to the other party in accordance with the provisions of the Canada Labour Code.

Canada Ports Corporation

  
\_\_\_\_\_  
N. MacNeil


  
\_\_\_\_\_  
Marie-Michèle Robichaud

  
\_\_\_\_\_  
Raymond C. Robusky

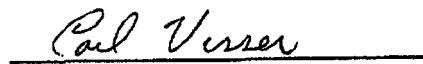
  
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Public Service Alliance of Canada,  
Prescott Elevator

  
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Susan Giampietri

  
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M.F. McNamara

  
\_\_\_\_\_  
Daryl Littlejohn

  
\_\_\_\_\_  
Carl Visser

  
\_\_\_\_\_  
Lance Stephenson

Signed this 9<sup>th</sup> 4 day of March, 1998.

**SENIORITY LIST FOR**  
**FOR CASUAL EMPLOYEES, PRESCOTT ELEVATOR**  
**AS OF JANUARY 1, 1998**

NAME OF EMPLOYEE	DATE OF ENTRY
BARKLEY, Francis	June 3, 1963
GREER, George	May 1, 1979
<b>STEPHENSON</b> , Donald	October 31, 1980
BARKLEY, Steven	July 12, 1984
YOUNG, Robert	September 19, 1988
STORTO, <b>Kim</b>	September 19, 1988
PERRIN, Lenard	July 24, 1990
FRASER, Douglas	August 2, 1990
PERRIN, Allan	March 12, 1991
REID, Ken	March 12, 1991
REID, Steven	May 4, 1991
MACDONALD, Rick	April 28, 1992
<b>FISHER</b> , Shawn	June 9, 1993
<b>ROSS</b> , Jason	July 12, 1993
BURTCH, John	<b>August 13, 1994</b>
BROWN, Keith	July 26, 1995
REID, <b>Bill</b>	July 26, 1995
BURTCH, Jamie	<b>May 27, 1996</b>
MCLAREN, Leonard	<b>May 27, 1996</b>
MARTIN, Trent	July 19, 1996
POULTER, Darcy	August 21, 1996
MCNEILLY, Al	<b>August 21, 1996</b>
BROWN, Kevin	September 4, 1996
BROWN, Keith Jr.	October 4, 1997
<b>MACGREGOR</b> , Bruce	October 4, 1997
<b>MALCOMSON</b> , Mike	October 4, 1997
LAFONTAINE, Richard	October 26, 1997
MELLON, Mike	October 27, 1997

PUBLIC SERVICE ALLIANCE OF CANADA

233 GILMOUR  
OTTAWA, ONT  
K2P 0P1  
TEL.: (613)560-4200

ALLIANCE DE LA FONCTION PUBLIQUE DU CANADA

Our File/Notre dossier: 2122-1.01-3

March 16, 1998

Collective Agreements **Unit/Unité** des conventions collectives  
**Human** Resources Development Canada/  
Développement **des** ressources humaines Canada  
Ottawa, Ontario  
K1A 0J2

**RE/OBJET: Canada Ports Corporation - Prescott Elevator**

**As per Sec. 115 of the Canada Labour Code,**  
please **find** enclosed a copy of the above-  
noted collective agreement.

Conformément à la Section 115 du Code  
canadien du Travail, vous trouverez ci-joint  
**une** copie de la convention collective ci-haut  
mentionnée.

*E. Blad*

Elizabeth Blad  
Secretary/Secrétaire

Negotiation Section/Section de la négociation  
Membership Services Branch/Direction de la Services aux Membres

Att/p.j.  
/eb  
AEU/SEA

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RECEIVED  
MAR 18 1998

