

COLLECTIVE AGREEMENT BETWEEN :

LOGISTEC STEVEDORING INC.

AND

THE INTERNATIONAL LONGSHOREMEN'S ASSOCIATION

(LOCAL 1657)

OFFICE EMPLOYEES & CLERKS

PORT OF MONTREAL

2008-2012



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ARTICLE 1 - PURPOSE

- A. The purpose of this Agreement is in the mutual interest of the Company and of the employees represented by the Union and provides for the operation of the service of the Company under methods which will further, to the fullest possible extent, the efficiency and economy of (Logistec Stevedoring Inc.) and of the continuation of employment under condition of reasonable hours, compensation and work conditions. It is recognised by this Agreement to be the duty of the Company and of the employees to co-operate fully both individually and collectively for the advancement of that purpose.

- B The Company and the Union agree to abide by all procedures provided by this Agreement and by the Canada Labour Code for the purpose of peaceful settlement of disputes. The Code provides that employees may legally strike and the Company may lockout, following completion of bargaining and the cancellation process at the termination of this Agreement.

- C. In view of the orderly procedure established by this Agreement as required by the Code for the settling of settling of disputes, the Union agrees that, during the life of the Agreement, there shall be no strike or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout, either complete or partial.

- D. Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

- E. The Company and the Union agree that no employee shall be discriminated against or intimidated by reason of his/her belonging or not belonging to the Union or because of his/her colour, his/her sex, his/her creed, or licit political affiliation, his/her race, or for any other reason whatever.

ARTICLE 2 - RECOGNITION

- A. Logistec Stevedoring Inc. recognizes the Union, International Longshoremen's Association, Local 1657, as sole bargaining agent for the employees employed as office employees at Logistec Stevedoring Inc., Port of Montreal, to whom this Collective Agreement applies

- B The Company recognizes the right of the Union to name or chose President, Business Agent and/or any other representative that they may require from time to time and agrees to recognize each of these persons for the purpose of policing the administration of this Agreement.

- C. Within seven (7) days of signing of the contract, the Union shall advise the Company in writing of the name of the Business Agent and members of the grievance committee.
- D. The Company recognizes that no person other than those included in the bargaining unit, excluding list of exceptions appearing in Appendix "B", shall have the right to perform any work or duties which are covered by said bargaining unit

ARTICLE 3 - MANAGERMENTS RIGHTS

- A. The Union agrees that the Company has the right to manage its operation and direct its work force, including, but not limited to, the right to direct, plan and control operations, determine work procedures and methods, the right to hire, assign transfer, increase and/or decrease the size of the work force, maintain order and discipline including the right to suspend or discharge employees for just cause or release employees for other legitimate reasons and the right to introduce new and improved methods subject to preserving the health and safety of the employees and in compliance with all legal requirements and provisions of this Agreement.
- B. The above enumeration shall not be deemed to exclude other prerogatives not enumerated and **any** of the rights, powers or authority of the Company are retained by the Company, except those which are subject to the provisions of this Agreement. management rights as set out in this Agreement must be exercised fairly without discrimination, and shall treat all employees covered by this Agreement in a just and reasonable manner, consistent, and in accordance with the terms of this Collective Agreement.

ARTICLE 4 – DISCIPLINE

- A. The Union agrees that it will not uphold incompetence, insubordination, shirking of work, absenteeism, pilferage, willful removal of confidential company information, drinking of alcoholic beverages, use of illegal drugs, or reporting for work under the influence or possession of alcohol or drugs. An employee may be discharged or otherwise dealt with as management sees fit for committing any of the above offenses or for other cause (see Appendix A “Discipline Code”), but a claim by an employee that he has been disciplined or discharged without cause may be subject of a grievance.

The Employer and the Union recognize that mental illness, alcohol and drug addiction are medical disorders. They further recognize the social personal and economic problems associated with them.

- B Any member of the Union disciplined or discharged under the terms of Article IV shall receive written notice from the Company stating the facts and reasons for the disciplinary action or discharge, a copy of which shall be sent to the Union

The written notice must be communicated to the employee and the Union within seven (7) days from the date the infraction became known.

Any disciplinary measure or discharge which does not conform to the above requirements shall be null and void.

ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE

Any dispute related to the application and/or any violation of this Collective Agreement will be dealt with according to the following procedures:

- A. Any complaint by one or more employees will be communicated firstly and verbally to the Union's Business Agent, If the grievance is not resolved on the spot, the Union (B.A.) will communicate with Senior Management or their designate. If the complaint is still not resolved, the grievance will be forwarded to the grievance committee in writing within the next five (5) working days. A committee member will be appointed by the Company and the Union and they will have five (5) days to give a decision.
- B. If the grievance is not settled at the grievance committee, the grievance may be submitted to a single arbitrator chosen in accordance with the present agreement within seven (7) working days.
- C. The parties will agree upon a single arbitrator chosen from a list of three (3) arbitrators selected within thirty (30) days. The arbitrator's honorariums and fees will be equally divided by the parties.
- D. The arbitrator will have jurisdiction over any question relating to the interpretation or application of this Agreement as well as the application, modalities and implementation of an arbitration decision. The arbitrator s decision will be final and binding.
- E. In the event that management wishes to file a grievance, it may do so by following the procedure described above.

ARTICLE 6 – SENIORITY

- A. Seniority is the recognition of the years of continuous service with the Company and shall be established from the date of hiring.
- B. For the purpose of this Agreement, continuous service shall be broken and an employee shall lose all of his seniority and employment rights if:
- 1) Employee voluntarily resigns, or
 - 2) Is discharged and not re-instated subject to grievance procedure, or
 - 3) Retires, or
 - 4) Permanently laid-off for a period equal to his seniority - maximum twelve (12) months
 - 5) If any employee has been temporarily laid-off and he fails to return to work without valid reason within two (2) weeks of the date of the receipt of the written letter of recall.
- C. Seniority, as defined in this Article shall be factor in:
- 1) Reductions in forces
 - 2) Re-hire after permanent lay-offs
 - 3) Scheduling of vacations

ARTICLE 7 – PROBATION

- A. Newly hired office employees shall be considered to be on probation for a period of up to six (6) months from date of hire. If a probationary employee successfully completes the six (6) months probationary period and consequently joins the Union as required, the Company will then commence to deduct union dues. The company will inform the union in writing of each new employee hired within seven days of the hiring date.

- B. An employee who assumes new duties and responsibilities shall be on trial for a period of up to three (3) months to properly learn the responsibilities of the position. If the employee lacks the qualifications to continue in the new responsibilities, the employee will be re-assigned to his former duties. In the case of disagreement, by the Union, a grievance may be submitted in conformity with Article V.

ARTICLE 8 – WORK WEEK, HOURS OF WORK, SHIFTS, CALL-INS, REST PERIODS

- A. For purposes of premium pay, the work week will be from Sunday through Saturday.
- B. The regular work day will be 8:00 through 17:00 with a meal period of one (1) hour and this meal hour will be scheduled by the Company. Upon notice of eight (8) hours, the Company may alter the above shift to begin up to two (2) hours earlier or two (2) hours later to continue for eight (8) consecutive hours.
- C. For employees assigned to shifts, the shifts are:
 - A) 08:00 - 16:00
16:00 - 24:00
24:00 – 08:00
 - or
 - B) 08:00 - 16:30
16:30 – 01:00

Employees assigned to shift (A) shall be allowed one-half (1/2) hour paid meal period scheduled by the Company to the requirements of the operations.

Employees assigned to shift (B) shall be allowed one (1) hour meal period (not-paid).

Upon notice of 8 hours minimum, the Company may alter each or all shifts to the requirements of the operation.

- D. When an employee is required by the Company to work after his shift on a regular work day, he shall be guaranteed one (1) hour paid at time and one-half (1 ½). After this initial period of one (1) hour, he shall be guaranteed one half hour at the time paid at time and one-half (1 ½) as required.
- E. The Company will respect a rest of ten (10) hours between shift work as described in Section C.
- F. The Company will continue its practice to hire occasional and part-time employees. Except in the case of emergency, employees covered by the present agreement will have priority over occasional and part-time employees when overtime work is requested. Part-time and occasional employees will be laid-off before permanent employees if a temporary or permanent reduction in manpower is necessary.

ARTICLE 9 – PREMIUM PAY

Overtime

- A. No overtime shall be worked except on the authorization of management of the Company
- B. Authorized time worked in excess of forty (40) hours per week shall be considered as overtime.
- C. Overtime shall be paid as follows:
After forty (40) hours of work in a given week – time and one-half (1 1/2).

Shift Pay

- D. Shift pay premium will be paid for scheduled shift work as follows:
 - 1) 16:00 - 24:00 \$3.00 extra per hour
 - 2) 24:00 - 08:00 \$4.00 extra per houror
 - 1) 16:30 - 01:30 \$3.00 extra per hour

Week-end:

- E. When an employee is required by the Company to work on Saturday or Sunday, he shall be guaranteed eight (8) hours and paid at time and one half (1 1/2).

ARTICLE IO -- HOLIDAYS, ANNUAL VACATION

A. The following holidays will be granted to employees covered by this Agreement:

- New Year's Day
- January 2nd
- Good Friday
- Victoria Day
- St-Jean Baptiste
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- December 24th
- Christmas Day

B. Should any of these holidays fall on a Saturday or a Sunday, the holiday will be recognized on either the preceding Friday or following Monday as determined by the Company and the Union.

C. Employees are entitled to vacation based on their seniority on December 31st of the preceding year.

The vacation schedule is

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
6 months to 2 years	2 weeks
3 to 7 years	3 weeks
8 to 19 years	4 weeks
20 years and over	5 weeks

All vacation dates must be approved at least four (4) weeks prior to the start of the employee's vacation. For the purpose of calculating vacation pay, the pay rate will be calculated on the basis of a standard 40 hours working week.

ARTICLE 11 - LAY-OFFS, RE-CALLS

A Employee lay-offs will be made in reverse order of seniority. The employee to be laid-off will be notified in writing and a copy will be sent to the Union.

B. The following notice periods will be given:

<u>LAY-OFF PERIOD</u>	<u>NOTICE</u>
Temporary lay-off	1 week
Permanent lay-off	2 weeks

C. Re-call will be in order of seniority. A written re-call notice will be sent to the laid-off employee at his last known address with a copy to the Union.

ARTICLE 12 – EMPLOYEE BENEFITS, PENSION

A. For the duration of this Agreement, the Company will maintain its benefit plans covering its employees

The following benefit plans are provided:

- 1) Group Life Insurance
- 2) Accidental Death and Dismemberment Insurance
- 3) Weekly Indemnity Insurance
- 4) Long Term Disability Insurance
- 5) Medical Expenses Insurance
- 6) Retirement Income Plan

Each employee has received a report of his present benefits applicable. These documents are revised annually as salary and service increases and new copy is sent to the employee. The cost of these various benefit plans covering the employee will be shared on same basis as actual.

ARTICLE 13 - PAY PERIOD, RATES OF PAY

A. Employees will be paid every second Wednesday for pay due for the fourteen (14) days up to and including the preceding Saturday.

B It is agreed that three (3) groups of employees are recognized for basic salary purposes:

<u>Group</u>	<u>Seniority</u>
A	16 years and more
B	8 to 15 years
C	3 to 7 years
D	Less than 3 years

C Hourly rates of basic pay for the duration of the contract will be:

	January 1st, 2008	January 1st, 2009	January 1st, 2010	January 1st, 2011	January 1st, 2012
Group A	\$23.66	\$24.01	\$24.01	\$24.38	\$24.38
Group B	\$19.62	\$20.01	\$20.42	\$20.83	\$21.24
Group C	\$17.65	\$18.18	\$18.73	\$19.29	\$19.87
Group D					
Year 2	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25
Year 1	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75

D It is understood and agreed that the above annual wage schedules shall not be considered in any way or means as an employment guarantee or job security program.

ARTICLE 14 – TECHNOLOGICAL CHANGE

- A. If the Company plans to introduce a technological change that will affect the terms and conditions of employment as agreed to in the Collective Agreement, a notice of the change shall be submitted to the Union one hundred and twenty (120) days in advance of the introduction of the change. The parties will then negotiate terms and conditions of employment to be implemented as a result of the introduction of a technological change, and failing Agreement, the matter will be submitted to arbitration as provided for in Article V.
- B. Should Management introduce plans for technological change that will affect the terms of employment as agreed to upon the signing of this Agreement, the implementation of this change will respect the seniority of the employees. If a technological change involves the need to recycle employee(s), Management will supply to the employee(s) affected an adequate training at the expense of Management. The criteria for successful completion of the training to be specified by Management to the Union before commencement of the training. If after the training period Management declares an employee unqualified, the Union will have the right to submit the matter to arbitration as provided for in Article V.

ARTICLE 15 – DURATION OF AGREEMENT

- A. This Agreement is in effect from the date of the ratification of the contract and shall remain in effect until December 31st, 2012.
- B. All increases in wages are effective January 1st, 2008 and will be paid 30 days after the signing of the collective agreement.
- C. This Agreement shall remain binding from year to year unless one or the other party to the Agreement gives notification of termination or modification of this Agreement between 90 days and 60 days prior to the expiration date of the Agreement.
- D. In the event that notification of modification is given, this Agreement shall remain in force and effect while negotiations are being carried on for the arrangement of the next Agreement.

ARTICLE 16 - JURY DUTY

A leave of absence with pay will be granted when an employee is required to serve on a jury. An employee's pay will be reduced by the jury duty honorarium. The Company must request the employee to produce cheques received for jury duty for verification. These cheques must be produced prior to being paid for the time involved.

APPENDIX “A”

DISCIPLINE CODE

<u>INFRACTION</u>	<u>1ST OFFENCE</u>	<u>2ND OFFENCE</u>	<u>3RD OFFENCE</u>
Insubordination	Balance of day Plus 1 week	Balance of day plus 2 weeks	Dismissal
Sabotage	Dismissal		
Insobriety on the job	Balance of day Plus 1 week	Balance of day plus 6 weeks	Dismissal
Theft	Dismissal		
Intimidation / Threats	3 months	Dismissal	
Assault	Dismissal		
Willful removal of Company information	Dismissal		

- (1) This list is not restrictive and the Company may impose disciplinary sanctions for any other just cause.
- (2) The penalties noted are the maximum action which may be taken.

APPENDIX “B”

LIST OF EXCEPTIONS

Hochelaga

Documents for truck (evening and week-end, occasionally)

Answer to the phone for appointment (occasionally)

Time-sheet separation (morning or week-end)

Injury report (out of the working hours)

Grain stowage plan – superintendent

Oceanic stowage plan – stowageman

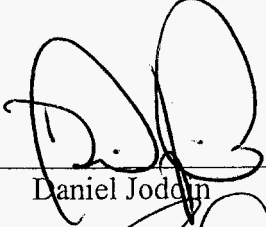
Calls for gang with the MEA

SIGNATURE


Signed this 11TH day of FEBRUARY 2008

On behalf of:

LOGISTEC STEVEDORING INC.




Daniel Jodan




Geneviève Gauthier

On behalf of:

THE INTERNATIONAL
LONGSHOREMEN'S ASSOCIATION



Albert Batten



Ian Mulcahy