

COLLECTIVE BARGAINING AGREEMENT

LOGISTEC STEVEDORING (NOVA SCOTIA) INC.

LOGISTEC

and

UNIFOR, LOCAL 596



January 1, 2022 to December 31, 2024

14788-03

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1.00 PREAMBLE AND DEFINITIONS

- 1.01. It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economical relations between the employer and its employees and to set forth the basic Agreement covering hours of work, rates of wages and conditions of employment to be observed by the parties hereto.
- 1.02. The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, exercised or practiced by the Employer or Union against any Employee or person employed by the Employer because of race, creed, color, national origin, religious affiliation, sex, sexual orientation, marital status, age, membership or activity or non-membership in the Union.
- 1.03. The term "Employer" as used in this Agreement refers to *Logistec Stevedoring (Nova Scotia) Inc.*
- 1.04. The term "Union" as used in this Agreement refers to *Unifor, Local 596.*
- 1.05. Throughout this Agreement, the masculine includes the feminine and plural includes the singular, and vice versa, as the context may require.

2.00 STATUS OF EMPLOYEMENT

- 2.01. The term "Employee" as used in this Agreement shall include all Employees in the employ of the Employer at the Sydney Marine Terminal "Joan Harriss Cruise Pavilion" and Liberty Pier working where the Employer is involved in handling ships, with the following exceptions: Manager, Assistant Manager, Office Staff and certain other Employees as established during negotiations.
- 2.02. Any work performed by the Employer and any affiliated Employer at Sydney Marine Terminal "Joan Harriss Cruise Pavilion" and Liberty Pier, shall be performed by Employees. No confidential person shall perform work that is normally done by Employees except in emergency situations.
- 2.03. A "Regular Employee" is an Employee who has been in the employ of the Employer for twenty (20) days in the bargaining unit since date of hire, in a calendar year, and stays on the Regular Employees list until termination of employment.
- 2.04. A "Temporary Employee" is an Employee who has been in the employ of the Employer for less than twenty (20) days in the bargaining unit in a calendar year, and may be dismissed at any time during the twenty (20) days, if considered unsuitable.
- 2.05. Seniority will commence once a Regular Employee has completed twenty (20) shifts.
- 2.06. If an Employee has not worked for the Employer in a twenty-four-(24)-month period, his name will be removed from the seniority list and his employment will be considered terminated, unless on an approved leave of absence.
- 2.07. While a Temporary Employee will not have the right of the grievance procedure concerning his employment during that period, he shall nevertheless not be required to take less money or work longer hours than is provided for in the Agreement. He shall also have Union dues deducted from his pay as a condition of employment.

3.00 MANAGEMENT

- 3.01. The manager of the Employer's business and the employment, direction and supervision of the Employees, including the transfer, promotion, layoff, suspension and discharge for proper cause, is vested in the Employer and management.

4.00 WAGE RATE, HOLIDAYS, VACATION AND BEREAVEMENT LEAVE

4.01. Employees shall be paid at the rate as follows. Wage increases occur on January 1st.

Year	2022	2023	2024
Hourly Rate	\$27.25	\$28.00	\$28.75

4.02. The wages for additional positions established after the effective date of this Agreement shall be established by Agreement between the Employer and the Union.

4.03. Pays will be regularly direct deposited in Employees bank account on the pay day as defined by the Employer.

4.04. When an Employee has worked past the hour, he shall be paid for half hour; when worked past the half hour, they shall be paid for the full hour.

4.05. Delays on the boat caused by no fault of the Employees during the handling of the ships (e.g. winch breakdowns, delays in removing hatches, etc.), Employees will not be penalized for such delays and will receive their normal rate, as if such time was worked. Breakdowns that are chargeable to ships, the employees shall be paid. Breakdowns that are not chargeable to the ships, payment to the employees will be at the discretion of the employer. In the case of major breakdowns of ships, these time delays will be paid at the discretion of the employer, relative to recovery of this lost time by the employer.

4.06. Employer agrees to a shift cancellation notice of two (2) hours. If such notice is not received by the Union, the employer must pay the call out notice to members so affected.

4.07. The Employer agrees to pay Employees nine percent (9 %) vacation pay for all jobs worked.

4.08. The Employer agrees to pay Regular Employees, nine percent (9 %) holiday pay for all jobs worked. The Employer agrees to pay Temporary Employees three and one-half percent (3.5 %) holiday pay for all jobs worked.

4.09. Employees who lose time by reason of being required to attend court or coroner's inquest as witnesses in cases which the Employer is directly involved, will be paid for time so lost at his regular rate, and provided the Employee would be scheduled to work.

4.10. A Regular Employee will be entitled to be absent from work, with pay, for four (4) consecutive days because of death of a spouse, father, mother, brother, sister, son or daughter; provided the Employee would be scheduled to work.

A Regular Employee will also be entitled to be absent from work for one (1) day with pay to attend funeral of a father-in-law, mother-in-law, brother-in-law, sister-in-law, step parents, uncles, aunts and grandchildren, provided the Employee would be scheduled to work.

4.11. Notwithstanding Article 5.08, an Employee designated as a dispatcher will receive one (1) hour of regular pay per vessel.

5.00 HOURS OF WORK, OVERTIME AND CALL-OUT TIME

- 5.01. The standard hours of work shall be in accordance with the Canada Labour Code and the regulations hereunder.
- 5.02. The Employer agrees that one (1) rest period of fifteen (15) minutes per four-(4)-hour shift be given to Employees during the shift at the direction of the Employer with the exception of line handling.
- 5.03. One (1) unpaid hour period given for lunch as well as one (1) hour for supper. If mutually agreed, times taken may vary.
- 5.04. The Employer agrees that for all stevedoring work performed Monday to Friday in any week, Employees shall be paid the regular rate for such work up to eight (8) hours per day. Any stevedoring work performed after eight (8) hours in any day from Monday to Friday shall be compensated at the rate of time and one-half (1½) the regular rate of pay.
- All stevedoring work performed on Saturday and/or Sunday shall be paid at the rate of time and one-half (1½) for all hours worked.
- 5.05. The Employer agrees to pay four (4) hours to Employees who are called out. If Employees receive two (2) hours cancellation notice, this Article shall not apply. If Employees choose to book off work because of working conditions, this Article will not apply.
- 5.06. An Employee will be docked if late.
- 5.07. Shifts will not exceed a maximum of twelve (12) hours duration, except where additional time is needed to complete a ship, if this time is sufficiently short so as not to necessitate calling out another shift. This will be at the discretion of the Employer.
- 5.08. Employees shall be paid a minimum of four (4) hours each day when loading or discharging ships. When handling freight, Employees shall be paid a minimum of four (4) hours each day.
- 5.09. When Employees are releasing the lines for ships, they will not leave the dock until the ship is past the former Sydney Engineering Dock Yard. Once the ship is past the former Engineering Dock Yard and the Employees have left the dock, if the ship returns to the Dock, the Employees will receive an additional four (4) hour call out. If the ship returns to dock prior to reaching said destination, the Employees will not receive an additional four (4) hour call out.
- 5.10. Employees who work on holidays shall be compensated at the rate of time and two (2) times for all hours worked. The following is a list of holidays:
- January 1st (New Years Day)
 - Good Friday
 - Easter Monday
 - Victoria Day
 - July 1st (Canada Day)
 - Labour Day
 - September 30 (National Truth and Reconciliation Day)
 - Thanksgiving Day
 - November 11th (Remembrance Day)
 - December 25th (Christmas Day)

6.00 UNION SECURITY

- 6.01. The Employer agrees that all eligible Employees shall, as a condition of employment, become and remain members of the Union immediately after twenty (20) days of employment; in one (1) calendar year.
- 6.02. The Employer agrees that during the first twenty (20) days of employment as a condition of employment, there shall be deducted from the Employee's first pay, amount equivalent to the regular monthly Union dues.
- 6.03. The Employer will deduct from the pay of each Employee all Union dues, fees and assessments. As a condition of employment, all Employees in positions covered by this Agreement who are not members of the Union must agree to have all regular dues assessments deducted from their wages by the Employer.
- 6.04. The amounts so deducted shall be forwarded to the authorized representative of the Union no later than the fifteenth (15th) day of the calendar month following the month for which deductions have been made.
- 6.05. Employees who are members of the Union at the effective date of this Agreement and those who join later, will retain membership in the Union during their terms of employment with the Employer in a position covered by this Agreement.
- 6.06. The Employees have the right to fill the positions of Operators, Winchmen, and Forklift Operators on the basis of seniority and the ability to perform the work, the qualifying to be determined at the discretion of the Employer. The Union will have the right to appeal the Employer's decision in accordance with the Grievance Procedure of the Agreement.
- 6.07. The Employer agrees to indicate on tax slips the amount of Union dues deducted.
- 6.08. The Union will be permitted to post union notices and other matters of interest to the Employees only after receiving the Employer's written approval.

7.00 GRIEVANCE PROCEDURE

- 7.01. The Union will elect from the membership and the Employer will recognize a committee of Union representatives through which all grievances will be channelled. The Union will name a Union representative for each shift on each boat and the names of this Union representative will be made known to the Employer, also any changes therein.
- 7.02. An Employee having worked more than twenty (20) days in one (1) calendar year will not be disciplined or discharged until the Union representative has been notified of the charges against him.
- 7.03. The Employer shall provide the Employee and the Union with a copy of any written warning or adverse report affecting the Employee at the time given. Any reply by the Employee shall become part of his record. The record of any disciplinary action shall not be referred to or used against him at any time after twelve (12) months following such action. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be an admission that such discipline was justified. If the letter is of a serious offense, this will remain on file for a period of twenty-four (24) months.
- 7.04. Any Employee found smoking in the hold when prohibited, or under the influence of liquor while at work, shall be disciplined according to the principles of progressive discipline.

- 7.05. Should an Employee believe that he has been unjustly dealt with, or that any of the provisions of this Agreement have not been complied with, (which is not possible to adjust with directly), the procedure for adjustment shall be as follows:
- a) If an Employee feels that he has a complaint, he, together with the Union representative, shall first discuss it with the Employer's representative as soon as possible.
 - b) If the alleged complaint is not settled within twenty-four (24) hours from the time of the discussion with the Employer's representative, the Employee or the Union, if it is a general complaint, shall refer once again to the Employer, this time in writing, and the Employer will be required to render his decision within one (1) week in writing to the Union.
 - c) If the complaint is not settled in the above steps, the matter may then be referred to an arbitrator, who shall be mutually appointed and paid jointly by the Union and the Employer. Should the Union and Employer fail to agree on the choice of an arbitrator, he shall then be appointed by the Minister of Labour.
 - d) The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator shall be shared equally between the Union and the Employer.
 - e) Pending settlement of a grievance, the Employee can continue to perform his duties faithfully, at the discretion of the Employer.

8.00 HEALTH AND SAFETY

- 8.01. Health and Safety representation will be established between the Employer and the Union as required by the Canada Labour Code.
- 8.02. The Employer will supply life jackets, goggles and dust masks in dirty areas, where necessary, at the discretion of the Employer.
- 8.03. The Employer will provide the necessary lunchroom and washroom facilities at the Sydney Marine Terminal "Joan Harriss Cruise Pavilion" as long as the Port Authority facilities are made available to the Employer. However, Employees must assist in the policy to keep these facilities clean and tidy.

9.00 OPERATIONAL RULES

- 9.01. A full group of Employees (four (4) Employees for small ships) (six (6) Employees for large ships of five hundred (500) feet or longer) will be provided in all cases of running lines and ship servicing. A lesser number of Employees will not be required to tie up a ship.
- 9.02. The Employer shall have the right to reduce Employees at the end of any period and these Employees will be shifted from hatch to hatch as may be required in the following periods and to shift Employees from one ship to another during the period of the day.
- 9.03. When Employees must go from one operation to another to work, they will be paid for the time so occupied.
- 9.04. All Employees ordered shall be on the job at the start of each working period.
- 9.05. If insufficient Employees are available at the commencement of the shift, then work and pay are to start only when sufficient Employees have reported for work, or work commences at the discretion of the Employer.

- 9.06. When non-unionized Employees are employed, because of shortage of unionized employees, they shall not be replaced by unionized Employees, except after they have worked the regular four (4) hours. The time for replacement will be noon hour, supper hour, and every four (4) hours thereafter.
- 9.07. Any indirect work in the warehouse or waterfront caused by loading or unloading of a ship shall be performed by Employees providing this work was the responsibility of the Employer.
- 9.08. Hatchmen and Winchmen, when not employed in that capacity can be employed in any other work with the Employer, provided they have the seniority.
- 9.09. Compensation
 - a) Employees called in to handle mooring lines (arrival and/or departure) and to handle supplies (provisions) on vessels shall be paid a minimum of four (4) hour pay at the applicable wage rate.
 - b) It is understood that during the work period, Employees can be assigned to any other tasks/operations for which they are qualified for without additional compensation, including docking or sailing vessels.
 - c) When Employees are assigned to perform any tasks/operations on two (2) different vessels within the same four (4) hour period, they will receive a premium of \$2.00-for all hours worked until completion of assignment. This premium is not accruable during overtime.
 - d) If an extension is required over and above the four (4) hour call in order to finish the operations, Employees will be paid for time worked at the applicable wage rate.

10.00 DURATION

- 10.01. The term of this Collective Agreement is for the period of January 1, 2022, to December 31, 2024.
- 10.02. There will be no slowdown, work stoppage, strike, or lockout during the life of this Agreement.
- 10.03. This Agreement will remain in effect until superseded by a new Agreement or until the Parties exercise their right to strike or lockout.

IN WITNESS WHEREOF, this collective bargaining agreement has been duly sealed and executed in the city of Sydney (Nova Scotia) on January 6, 2022;



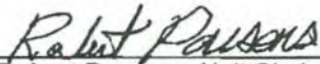
Anthony Steele, General Manager
 Logistec Stevedoring, Atlantic Canada



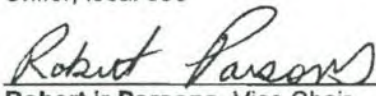
Jim Lumbe, Sales Manger
 Logistec Stevedoring (Nova Scotia) Inc.




Michel Briselavois, Director, Labour Relations
 Logistec Corporation



Robert Parsons, Unit Chair
 Unifor, local 596



Robert jr Parsons, Vice Chair
 Unifor, local 596



Tom McNamara, National Representative
 Unifor

SCHEDULE "A" SENIORITY LIST OF REGULAR EMPLOYEES

For year 2022:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]
10. [REDACTED]
11. [REDACTED]
12. [REDACTED]
13. [REDACTED]
14. [REDACTED]
15. [REDACTED]