

# Port of Johnstown Collective Agreement



**Port of  
Johnstown**



**Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada**

Port of Johnstown  
The Corporation of the Township  
Edwardsburgh Cardinal

Public Service Alliance of Canada  
Alliance de la Fonction publique  
du Canada

COLLECTIVE  
AGREEMENT

between

THE TOWNSHIP OF  
EDWARDSBURGH CARDINAL  
(PORT OF JOHNSTOWN)

and

THE PUBLIC SERVICE ALLIANCE OF  
CANADA

(LOCAL 00066)

JANUARY 1, 2017 TO DECEMBER 31, 2021

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## **Article 1 - PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

## **Article 2 - DEFINITIONS**

- 2.01 "Alliance" means the Public Service Alliance of Canada;
- 2.02 "Employer" shall mean The Corporation of the Township of Edwardsburgh Cardinal;
- 2.03 "General Manager" shall mean the designated Management representative in charge of Port of Johnstown, or his delegate;
- 2.04 "Operations Manager" shall mean the On-site Manager, designated in charge of operations, Johnstown Elevator, or his delegate;
- 2.05 "Employee" shall mean all employees of the Employer employed at the Johnstown Grain Terminal as defined in the Canada Industrial Relations Board Certification dated 18<sup>th</sup> of November, 2014.
- 2.06 "Lay-off" shall mean a full-time 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, 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 otherwise expressly stipulated, words importing the masculine gender shall also include the feminine gender.
- 2.09 "Day" shall mean a calendar day unless otherwise specified.
- 2.10 "Local" means Local 00066, Port of Johnstown, Union of Canadian Transportation Employees (UCTE).
- 2.11 "Component" means the Union of Canadian Transportation Employees (UCTE)

## **Article 3 - UNION RECOGNITION**

- 3.01 The Employer recognizes the Alliance as the sole and exclusive bargaining agent for all employees of the Corporation of the Township of Edwardsburgh Cardinal employed at the Port of Johnstown Grain Elevator, Johnstown, Ontario, excluding the Managers, Foremen, Administrative Assistant, Weigh Master and Health and Safety Coordinator.

## **Article 4 - MANAGEMENT RIGHTS**

- 4.01 It is recognized that the Employer exercises rights and responsibilities as management which are otherwise restricted only by the terms of this Agreement. Such rights are to be exercised in a fair and reasonable manner and consistent with the terms of this agreement.

## **Article 5 - SENIORITY**

- 5.01 An employee shall be on probation during his first 620 hours of employment and shall acquire seniority rights commencing on the date of hire. During such probationary period, the employee shall not be entitled to exercise his seniority rights.
- 5.02 A seniority list of full-time employees and one for seasonal 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 Johnstown Elevator, from which date seniority shall accumulate, except as otherwise provided in this Article. In the case of the same seniority date, seniority shall be determined by the order of the names on the seniority list (top of the list being highest). Copies of the list shall be furnished to the Local and/or Alliance. Refer to Appendix A.
- 5.03 Proof of alleged error in seniority status must be submitted to the General 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 19) such error shall be corrected and when so corrected, the seniority so established shall be final.
- 5.04 An employee shall forfeit their 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 an employee fails to report for duty or to give a satisfactory reason for not doing so within seven (7) days from the first day of absence (exceptional circumstance could apply);
  - (d) Upon failure of a seasonal employee to accept any three (3) out of five (5) consecutive calls for work.
  - (e) Twelve (12) months after the date he last worked for the Corporation at Johnstown Elevator, except in the case of written, 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.

- 5.05 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 6 - APPOINTMENTS TO FULL TIME NEW POSITIONS AND VACANCIES**

- 6.01 When the Employer decides to staff a new full time position or fill a vacancy, the position shall be posted for seven (7) days in places accessible to all employees affected. A copy shall be provided to the Union Local President immediately prior to posting.
- 6.02 The posting notice shall indicate:
- (a) Classification
  - (b) Qualifications required
  - (c) Rate of pay
  - (d) The expiry date of the posting
  - (e) The effective date
- 6.03 The requirements indicated on the notice shall be pertinent to the position being filled.
- 6.04 The employees wishing to be considered for the posting must submit a written application no later than the expiry date of the posting.
- 6.05 Employees who participate in a selection process for a position with the Employer will be provided time with pay for the period during which their presence is required for purposes of the selection process.
- 6.06 Filling the position will be made in accordance with the merit principle and applicants will be assessed as to the education, knowledge, experience, skills, demonstrated abilities or any requirements that are necessary having regard to the duties to be performed.
- 6.07 Where it is found that two or more candidates are equally qualified, the candidate with greater seniority will be awarded the position.
- 6.08 All unsuccessful candidates will be advised in writing of the result of the selection process and of the name of the successful candidate. The reason why they were not successful will also be provided in writing if requested by the employee.
- 6.09 All promotions and transfers are subject to a trial period.

- 6.10 An employee may voluntarily revert to their position within ninety (90) days of the appointment.
- 6.11 During a trial period of ninety (90) days, if the employee proves to be unsatisfactory in the new position, the employee shall be returned to their former position.
- 6.12 Nothing herein shall prevent the Employer from reasonable determination that no applicant has the necessary qualifications or 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 19.
- 6.13 A seasonal employee who substantially works the hours of a full time employee for a period of 24 months shall have their status converted from seasonal to full-time.

## **Article 7 - CALL OUT – Seasonal Employees**

- 7.01 (a) For the purpose of distributing employment amongst the seasonal employees, 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.  
  
(b) 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.  
  
(c) The employer will make every reasonable effort to offer call out work on an equitable basis among readily available qualified employees.  
  
(d) The Employer will provide a copy of the call out list to the Local, as amended.
- 7.02 Notwithstanding the provisions of Article 7.01 above; the employer may call out a specific seasonal employee(s) where the employer determines that a particular skill or qualification is required for the work.
- 7.03 Seasonal employees shall receive a minimum of four (4) hours wages at straight time on any call out, except that, if an employee fails to report at the designated time, 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 ½) will be paid for such excess work performed. Work continuing after twelve (12) hours will be paid at double (2) time.

## **Article 8 - REDUCTION OF FORCES AND RECALL TO SERVE FOR FULL TIME EMPLOYEES**

- 8.01 Where the Employer is contemplating any major changes in the workforce where permanent lay-offs will result, the Employer agrees to give the Alliance and the

employee so affected a minimum of ninety (90) days' notice and during which the ninety (90) days, the Employer agrees to consult with the Alliance on the essential aspects of the change.

- 8.02 In reducing forces, seniority shall govern subject to the ability of the senior employee 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 the employee in his classification who has the least seniority in that classification
  - (b) If there is no employee in the classification with less seniority, he may displace any employee junior in rank and in service with the employer, provided he can perform the work; or
  - (c) If he is not able, or chooses not to exercise any rights under (a) or (b) above, he will be laid off.
- 8.03 A laid-off employee who desires to return to the service of the employer when work is available for him must keep the General Manager and the Alliance advised of his address in order that he may be readily located.
- 8.04 When forces are increased, employees will be recalled in order of seniority to the positions they formerly occupied.
- 8.05 The Employer agrees that work normally carried out by members of the Bargaining Unit shall be performed by employees in the Bargaining Unit.

## **Article 9 - HOURS OF WORK**

- 9.01 The Employer will schedule the hours of work so that on a weekly basis full-time employees work the following hours:
- (a) Normal Hours of Work (January to June) all locations
    - 1. An average of forty (40) hours over five (5) consecutive days, excluding Saturday and Sunday;
    - 2. Eight (8) consecutive hours per day between 7:00 am and 5:00 pm, exclusive of one half (1/2) hour meal period. The duration of the meal break may be amended by mutual consent.
    - 3. The weekly and daily hours of work may be varied by the employer, with the Agreement of the Alliance for operations not associated with cleaning, drying or operating the Annex.
  - (b) Harvest Hours of Work (July to December) all locations
    - I. A maximum of sixty (60) hours per week.
    - II. Eight (8) consecutive hours of work between the hours of 7:00 am and 7:00 pm, exclusive of the one half (1/2) hour meal break.

- III. When required, work continuing hours between 7:00 am to 7:00 pm and one half (1/2) hour meal break will be scheduled on a rotating basis to ensure continuous operations.

(c) Vessel Operations

- I. When required, work shift work to ensure around the clock operations when loading or unloading a vessel.
- II. One half (1/2) hour meal break scheduled to ensure continuous operations.

(d) Averaging

- I. Hours of work will be averaged for all employees in all operations, i.e. (a), (b) and (c) above.
- II. Maximum Hours of work will be averaged over a fifty-two (52) week period (January to December) to support the extended hours of work required during harvest.

9.02 The Employer and the Employee(s) may agree to flexible hours of work provided that it will not interfere with the operational requirements of the Elevator.

9.03 The Employer undertakes to advise an employee of any change in their hours as defined in 9.01 (2) a minimum of three (3) days in advance of the change.

9.04 **Shift Work**

Shift work shall be scheduled for work involved with the cleaning and drying of grain and operations at the Annex and during loading and unloading of vessels.

9.05 **Shift Scheduling**

(a) The Employer will not schedule the commencement of a shift within twelve (12) hours of the completion of the employees previous shift; and,

- (i) To avoid excessive fluctuations in hours of work; and
- (ii) Not schedule more than five (5) consecutive days of work; except where necessary to provide complete shift coverage, and
- (iii) Schedule at least two (2) consecutive days of rest at a time. If a scheduled day of rest falls on a designated paid holiday then the affected employee will receive one (1) days' vacation.

(b) Schedules of work shall be provided to the concerned employees and the local union at least three (3) working days, or less with the consent of the Alliance, in advance of the starting date of the new schedule. The Employer agrees that shift schedules will not be ended in a manner that results in a loss of regular or posted hours for the affected Employee(s).

9.06 Seniority will determine the choice of shift unless the affected employees agree otherwise.

9.07 **Shift Premium**

An employee working on shifts established in Article 9.05 will receive a shift premium of two dollars and fifty cents (\$2.50) for all hours worked between 4 p.m. and 8 a.m.

9.08 There shall be no split shifts.

9.09 A minimum of four (4) hours wages at the regular rate shall be paid for any call to work.

## **Article 10 - OVERTIME AND HOLIDAY WORK**

10.01 Time worked by employees in excess of the regularly assigned hours established in Article 9 shall be paid at the rate of time and one half (1 ½) times the regular rate. Double (2) times shall be paid for all hours worked in excess of twelve hours on a regular working day.

10.02 (a) An employee shall be paid at the rate of time and one half (1 ½) for the first four (4) hours worked on the first consecutive scheduled day off and double (2) time thereafter.

(b) All time worked on the second consecutive scheduled day off shall be paid for at the rate of double (2) time.

10.03 Full time employees shall receive a minimum of four (4) hours wages at straight time rate or the equivalent thereof for all work performed not continuous with, before or after regular hours of work.

10.04 The statutory holidays named in clause 11.01 shall be paid on the basis of 8 hours pay at straight time plus double (2) time for all hours worked with a minimum of four (4) hours.

10.05 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.

10.06 When an employee is to work overtime for at least one hour beyond his regular work day, he shall be granted a one (1) hour unpaid meal break after the end of his scheduled work day. When his hours so extend, he shall be granted a meal allowance of fifteen dollars (\$15.00). An additional meal allowance of fifteen dollars (\$15.00) will be paid when his hours extend more than five (5) hours after the end of his scheduled work day.

10.07 The Employer agrees that overtime work on duties normally carried out by Employees of the Bargaining Unit shall be performed by employees in 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.

10.08 Compensatory leave earned by full-time employees and by seasonal employees with a seniority date before July 1, 1999 (banking of overtime hours) is to be taken at times convenient to both the employee and employer. Employees shall give a minimum of one day prior notice of their intention to request the use of bank time, unless otherwise allowed by the Employer.

Full Time Employees: This compensatory leave shall be capped at eighty (80) hours per calendar year and must be taken by the end of June of 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.

Seasonal Employees: This compensatory leave shall be capped at twenty four (24) hours per calendar year and must be taken by the end of the calendar year. If not taken by this time, it shall be paid for in cash at the prevailing rate at which it was earned.

It will also be paid out if seniority rights are forfeited.

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

10.10 There shall be no pyramiding of overtime pay or premium rates.

10.11 **The Employer:**

- a) Shall make every reasonable effort to allocate overtime work on an equitable basis among qualified employees.
- b) Shall offer overtime to the most qualified, senior and willing employee, who is available on site for overtime required that same day. In the event there is not a sufficient number of willing qualified employees the Employer may assign the required overtime work to qualified employees in the reverse order of seniority.
- c) Shall make every reasonable effort to give employees who are willing to work overtime reasonable notice of the overtime assignment.
- d) May, when required for reasons of safety or requisite skills, to assign the required overtime work to the most qualified employee, provided that the hours worked by the employee are adjusted during the period used to determine equitable distribution unless his particular skills are required.

## **Article 11 - DESIGNATED PAID HOLIDAYS**

11.01 The following shall be the designated legal holidays for the purpose of this Agreement:

- New Year's Day
- January 2<sup>nd</sup>.
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- ½ day, December 24<sup>th</sup>.
- Christmas Day
- Boxing Day
- ½ day, December 31<sup>st</sup>.

For a total of fourteen (14) legal holidays.

When any of the legal holidays mentioned in clause 11.01 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 11.01, it shall be deemed to be a legal holiday for the purpose of this Agreement.

11.02 **Payment for holidays not worked:**

- (a) An employee not working on any of the holidays named in clause 11.01 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.

## **Article 12 - VACATION LEAVE**

12.01 Full-time employees shall be eligible for vacation leave on the following basis:

- (a) Two (2) weeks upon completion of each year of service up to and including three (3) years of continuous employment.
- (b) Three (3) weeks upon completion of three (3) years of continuous employment.
- (c) Four (4) weeks upon completion of ten (10) years of continuous employment.

(d) Five (5) weeks upon completion of fifteen (15) years of continuous employment.

(e) Six (6) weeks upon completion of twenty-seven (27) 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 Johnstown Elevator, as indicated on the seniority list under this Agreement.

12.02 Vacation leave may be granted by the Operations Manager subject to the operational requirements of the Johnstown Elevator. Employees shall give a minimum of one day prior notice of their intention to request the use of vacation time, unless otherwise allowed by the Employer.

12.03 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 normal rate of pay applicable to the employee immediately prior to the termination of his employment.

12.04 Where the employee requests, the Employer 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 (1<sup>st</sup>.) year of continuous employment in the case of lay-off.

12.05 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 12.03 if he requests it within six (6) months following the date upon which his employment is terminated.

12.06 Effective January 1, 1997, seniority earned as a seasonal employee will be recognized only for vacation purposes when appointed to a full-time position.

12.07 Effective January 1, 1998, seasonal 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%

12.08 Vacation pay, as defined by 12.07 shall be paid at the same time as regular pay.

## **Article 13 - SICK LEAVE**

### **13.01 Sick Leave Defined**

Sick leave means the period of time a full-time employee is absent from work with full pay by virtue of being sick or disabled (other than as a result of accidents covered under the Workplace Safety Insurance Act).

### **13.02 Amount of Paid Sick Leave**

Employees will be granted six (6) paid sick leave days on the first of January of each year for disabilities that do not qualify for benefits under the Short Term or Long Term Disability Insurance Plan that is being provided to employees, or Workplace Safety Insurance Benefit.

### **13.03 Reporting Sick**

(a) An employee shall report his illness to his supervisor one (1) hour prior to the commencement of his shift. If illness is not reported within these terms, the employee will forfeit his sick day pay.

(b) Employees shall be required to produce a certificate from a medical practitioner of any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

### **13.04 Sick Leave During Leave/Layoff**

When an employee is laid off on account of lack of work, he shall not receive sick leave credits for the period of such absence, but shall retain cumulative credits, if any, existing at the time of such layoff. Such sick leave credits, however, cannot be used during layoffs.

13.05 Sick leave credits shall be used only for absences due to sickness.

## **Article 14 - SPECIAL LEAVE**

14.01 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:

### **14.02 Birth of a child.**

A full-time employee shall be granted two (2) days leave with pay for needs directly related to the birth of his child.

### **14.03 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 a 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) 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, grandchild, father-in-law, mother-in-law and relative permanently residing in the employees household or with whom the employee permanently resides.
- (e) 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, uncle or aunt, for a purpose related to the death.

#### **14.04 Court Leave**

- (a) Leave with pay shall be granted to a full-time 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, must turn over any fee received, excluding expenses, to the Employer.
- (c) Court leave with pay applies where a full-time employee is to be absent on his actual working day.

#### **14.05 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 Workplace Safety and Insurance 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 willful 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 Employer shall make every reasonable effort to provide the employee with alternative employment.

## **Article 15 - BENEFITS**

### **15.01 Benefits are available to full-time employees only**

- (a) The employer shall pay 100% of the cost of the premiums of the following plans for full-time employees:
  - 1. Extended Health Plan
  - 2. Semi-private hospital care for all employees and their dependents
  - 3. Short Term & Long Term weekly indemnity benefits.
- (b) The employer shall pay 100% of the cost of the premium of the Dental Plan at one year lag of the ODA fee schedule.
- (c) Vision Care – the employer will pay four hundred and fifty dollars (\$450.00) per employee and their spouse and dependent children for each two year period, upon production of a receipt.
- (d) The Employer shall pay 100% of the cost of the premium of the following:
  - Life Insurance – one (1) times annual salary.
- (e) The aforementioned benefits shall not apply during the probationary period.

In the case of absence for illness or disability, the Employer's contribution will be paid to the above plans for a maximum of one (1) year from commencement of absence. Thereafter, the Employee may pay the full premiums through the employer for the period permitted by the Benefit Carrier.

In the event of death of an employee, the Employer shall continue to pay the required premiums for the survivor and his dependents for six (6) months.

It is understood that the Employer may, at any time, substitute another carrier for any benefits stated herein, provided the benefits conferred hereby are not in total decreased. Before making such a substitution, the employer shall notify the Alliance to explain the proposed changes.

### **15.02 Continuation of Benefits on Layoff**

The employer agrees to continue paying, for a period of three (3) months, the Employer's portion of premium costs for employees laid-off.

It is understood that short and long-term disability coverage terminates at time of layoff.

### **15.03 Payroll Deduction – Registered Retirement Savings Plan**

It is agreed that the Employer shall administer a payroll deduction to a Registered Retirement Savings Plan on behalf of each employee who declares in writing that he wished to participate in such plans. It is agreed that the Employer shall not contribute to the costs of participation. Participation by any employee shall be at his discretion and may be canceled in writing at any time.

### **15.04 Ontario Municipal Employees Retirement Pension Plan**

It is agreed that the Employer shall administer the Ontario Municipal Employees Retirement System Pension Plan on behalf of each continuous full-time employee of the bargaining unit.

It is agreed that the Employer and the employee shall contribute to the plan pursuant to Bylaw No. 87-5.

## **Article 16 - PAY PERIODS AND DEDUCTIONS**

16.01 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.

16.02 On the days mentioned in clause 16.01 above, each employee shall receive a written explanation of his salary deductions and hours of work paid for.

## **Article 17 - CHANGE IN CLASSIFICATION**

17.01 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.

17.02 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 18 - COMPULSORY CHECK-OFF**

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

## **Article 19 - GRIEVANCE PROCEDURE**

- 19.01 Any individual employee, group of employees or the Alliance shall have the right at any time to present grievances under the procedure outlined in this Agreement.

When an employee feels that he has a grievance he shall consult with a supervisor in respect of the complaint prior to filing a formal grievance and attempt to resolve the matter. The employee should be accompanied by his shop steward. Grievances must be filed within fifteen working days and hearings shall be held promptly.

- 19.02 Any employee suspended shall be restored to his former position with full pay of all time lost if such suspension be not sustained

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

### **Representing the Employee or the Alliance**

- Step #1 Representative of the Local/Component
- Step #2 Representative of the Component
- Step #3 Representative of the Alliance

### **Representing the Employer**

- Step #1 Operations Manager or General Foreman
- Step #2 General Manager
- Step #3 Arbitration

- 19.04 The Employer 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.
- 19.05 In accordance with the Canada Labour Code, there shall be no stoppage of work while the procedure outlined in this Article is being followed.
- 19.06 The time limit for replies for the first two steps of the procedure shall be fifteen (15) working days and thirty (30) working days for a reply at the third level, unless the Alliance and the Employer agree in writing to an extension.

All replies beyond level one shall be in writing.

- 19.07 The jurisdiction of the arbitrator shall be restrained to the terms and conditions spelled out in the Collective Agreement.
- 19.08 The Employer and the Union shall share the cost of the arbitrator and each party shall be responsible for their own costs during the arbitration.
- 19.09 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.
- 19.10 A representative shall obtain the permission of his immediate supervisor before leaving work to investigate employee complaints, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his supervisor before resuming his normal duties.
- 19.11 An employee shall not suffer any loss of pay when permitted to leave his workplace under article 19.10

## **Article 20 - HEALTH AND SAFETY**

- 20.01 The employer 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 Employer and the Alliance, agree that a safety committee shall exist and work actively, make up of three members of the Employer and three members of the Local.

- 20.02 (a) The Employer agrees to pay to full-time employees 100% of the actual cost of a pair of safety boots up to a maximum of two hundred dollars (\$200.00) per year. This allowance is subject to proof of purchase.

(b) The Employer agrees to:

1. Contribute thirty-eight cents (\$0.38) per hour to each seasonal employee toward the purchase of safety boots providing the employee is wearing safety boots while performing his elevator duties.

This contribution shall not exceed two hundred dollars (\$200.00) in any contract year.

2. Contribute fifteen (\$0.15) cents per hour for each seasonal employee towards the purchase of cover-alls for elevator duties and keeps them at the elevator at all times.

This contribution shall not exceed eighty (\$80.00) dollars in any contract year.

(c) Should an employee's safety boots be damaged by tarring the roof so that new boots are necessary in the opinion of the Operations Manager, the employer will reimburse 100% of the actual cost of a pair of safety boots up to a maximum of two hundred dollars (\$200.00). This reimbursement is subject to proof of purchase.

20.03 The Employer agrees to provide employees with summer and winter gloves, on a regular basis subject to proof of a need for an exchange. The Employer agrees to provide full-time employees with 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 Employer premises at all times.

The employer may permit the full-time employee to purchase his own cover-alls and be reimbursed for the cost upon production of a receipt.

20.04 Employees required to paint or work outside at levels of 25 feet or more above ground, or required to descent into a confined space while suspended in a boatswain chair shall receive a bonus of two dollars (\$2.00) per hour or part thereof. Employees required to enter a confined space while not suspended in a boatswain chair, shall receive a bonus of one dollar (\$1.00) per job entry.

20.05 The Employer 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 Johnstown 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 Employer as required.

(c) Rain gear supplied by the Employer 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.

20.06 The Employer agrees to provide safety goggles and hearing protection to employees, where required, in the performance of their duties.

## **Article 21 - RATES OF PAY**

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

21.02

EFFECTIVE – January 1, 2017

Level 5	\$27.86
Level 4	\$26.72
Level 3	\$25.96
Level 2	\$25.07
Level 1	\$23.49

EFFECTIVE – January 1, 2018

Level 5	\$28.35
Level 4	\$27.19
Level 3	\$26.41
Level 2	\$25.51
Level 1	\$23.91

EFFECTIVE – January 1, 2019

Level 5	\$28.84
Level 4	\$27.66
Level 3	\$26.87
Level 2	\$25.96
Level 1	\$24.32

EFFECTIVE – January 1, 2020

Level 5	\$29.42
Level 4	\$28.22
Level 3	\$27.41
Level 2	\$26.48
Level 1	\$24.81

EFFECTIVE – January 1, 2021

Level 5	\$30.01
Level 4	\$28.78
Level 3	\$27.96
Level 2	\$27.01
Level 1	\$25.31

21.03 The pay levels as indicated above shall consist of the following occupational classifications:

Level 5	Licensed Electrician, Certified Millwright, Grain Inspector
Level 4	Head Grain Runner, Head Weighman, Head Distributor, Fumigator, Head Grader, Annex Operator, Lead Dock Hand
Level 3	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.

21.04 When the Operations Manager assigns an employee to replace and carry out the duties and responsibilities of a higher paid position or of a salaried Foreman (excluded from the Bargaining Unit) for a minimum of four (4) hours, he shall be paid:

- (a) At the rate of the higher paid position within the Bargaining unit;
- (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 employees hourly rate.
- (c) Such rate shall be retroactive to the first hour when the foregoing condition has been met.

21.05 Payment shall be made for work performed by seasonals assigned hours at the rates shown below:

Seasonal Employees hired before January 1, 1998

Effective January 1, 2014: \$23.05

Effective January 1, 2015: \$23.51

Effective January 1, 2016: \$23.98

Seasonal Employees hired between January 1, 1998 and June 1, 2014 will be paid at a Level 1 pay classification

Seasonal Employees hired after June 1, 2014 will be paid the following:

Starting rate: \$17.00 per hour

After Probation period (620) hours will be moved to \$19.00 per hour

Upon completing their 2<sup>nd</sup> harvest they will be moved to Level 1 pay classification.

## Article 22 - SEVERANCE PAY

22.01 A full-time 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 October 12, 2000 employees will receive the sum of:

1. One (1) week's pay for each complete year of continuous employment;

2. One (1) day's pay for each completed ten (10) weeks period of continuous service in excess of years counted in the preceding paragraph.

Maximum benefit payable under 22.01 (a) is (29) weeks.

**(b) Retirement**

For employment from October 12, 2000 when a full-time employee is entitled to an immediate annuity or to an immediate annual allowance under the O.M.E.R.S, the employee will receive the sum of:

1. One (1) week's pay for each year of complete continuous employment;
2. One (1) day's pay for each completed ten (10) weeks period of continuous service in excess of years counted in the preceding paragraph.

Maximum benefit payable under 22.01 (b) is twenty-nine (29) weeks. Is only applicable to employees who are on strength as of April 23, 2014. Any new employee will not be eligible to receive severance when they retire.

**(c) Death**

For employment from October 12, 2000 if a full-time employee dies, there shall be a payment to his estate that will be the sum of:

1. One (1) week's pay for each year of complete continuous employment;
2. One (1) days' pay of each completed ten (10) weeks period of continuous service in excess of years counted in the preceding paragraph.

Maximum benefit payable under 22.01 (c) is twenty-eight (28) weeks, regardless of any other benefit payable.

22.02 Under no circumstances shall severance pay provided under this Article be pyramided.

## **Article 23 - PARKING AND WORKING TOOLS**

23.01 During the life of this Collective Agreement, the employer agrees that current free parking privileges will continue to be available to employees.

During the life of this Collective agreement, the employer agrees that the current practice of supplying necessary working tools to employees will continue and employees will not have to supply their own tools.

## **Article 24 - JOB DESCRIPTIONS**

24.01 Upon request a full-time employee will be provided with a current and up to date job description.

## **Article 25 - NEGOTIATIONS**

25.01 Up to 3 employees designated by the Alliance, as members of the negotiating committee shall suffer no loss of regular pay for time spent during their scheduled working hours in attending negotiating meetings.

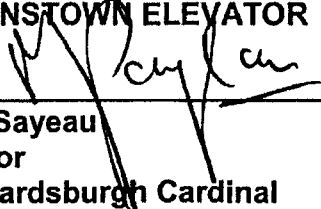
## **Article 26 – NEW AGREEMENT RE-OPENER**

26.01 This Agreement may be amended by written consent of the Alliance and the Employer.


## **Article 27 - PERIOD OF AGREEMENT**

27.01 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, 2021 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.


THE TOWNSHIP OF  
EDWARDSBURGH CARDINAL  
JOHNSTOWN ELEVATOR

  
Pat Sayeau  
Mayor  
Edwardsburgh Cardinal

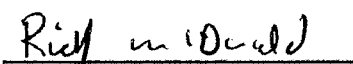
  
Robert Dalley  
General Manager  
Port of Johnstown

  
Kevin Saunders  
Operations Manager  
Port of Johnstown

PUBLIC SERVICE ALLIANCE  
OF CANADA

  
Sharon DeSousa  
Regional Executive Vice-President  
PSAC Ontario

  
Kevin Brown  
Bargaining Team Member

  
Rick McDonald  
Bargaining Team member

  
Martin Mika  
UCTE RVP Ontario

  
Janson LaBond  
PSAC Research Officer

  
David Sauve  
PSAC Negotiator

Signed on this 31 day of July, 2017

**PORT OF JOHNSTOWN  
SENIORITY LIST**

**FOR FULL TIME EMPLOYEES  
AS OF JANUARY 1, 2017**

<b>NAME OF EMPLOYEE</b>	<b>CLASSIFICATION</b>	<b>DATE OF ENTRY</b>
	HEAD GRAIN RUNNER	18 JAN. 00
	HEAD DISTRIBUTOR	30 DEC. 00
	HEAD WEIGHMAN	30 DEC. 00
	HEAD GRADER	30 DEC. 00
	MILLWRIGHT	30 DEC. 00
	UTILITY MAN 2	23 SEPT 02
	UTILITY MAN 2	02 JULY 08
	UTILITY MAN 2	02 JULY 08
	UTILITY MAN 2	02 JULY 08
	UTILITY MAN 2	02 JULY 08
	UTILITY MAN 1	01 AUG 10
	UTILITY MAN 1	01 JUL 13
	UTILITY MAN 1	01 JUL 13
	UTILITY MAN 1	01 JUN 14
	FUMIGATOR	27 APR 15
	ELECTRICIAN	29 JUN 15

**PORT OF JOHNSTOWN  
SENIORITY LIST**

**FOR SEASONAL EMPLOYEES  
AS OF JANUARY 1, 2017**

NAME OF EMPLOYEE	DATE ENTERED SERVICE
	09 MAR 09
	27 JUN 11
	14 JULY 14
	14 JUL 14
	30 JUL 15
	01 OCT 15
	01 OCT 15

APPENDIX B

May 2005

Memorandum of Understanding #1

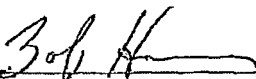
Re: Apprentice Electrician


Starting pay will be ninety per cent (90%) of Level one (1) of the pay scale in the Collective Agreement between the Prescott elevator and the Public Service Alliance of Canada.

A probationary period of six (6) months is applicable during which a new employee's rate of pay is set at ninety per cent (90%) of the pay rate for each Level as set out in the pay scale. Upon six (6) months satisfactory work performance, the pay rate will increase to one hundred per cent (100%) of the applicable pay level.

Subject to satisfactory work performance upon the successful completion of the second (2<sup>nd</sup>) year of the apprenticeship program the employee will progress to Level two (2) of the pay scale and similarly upon completion of the third (3<sup>rd</sup>) year the apprentice will progress to Level three (3); upon completion of the fourth (4<sup>th</sup>) year the apprentice will progress to Level four (4); and upon qualifying as a Journeyman Electrician the individual will be paid at Level five (5) of the pay scale.

Dated at Prescott this 24<sup>th</sup> day of May, 2005

  
\_\_\_\_\_  
Bob Hennessy  
for the Employer

  
\_\_\_\_\_  
Rick Taylor  
for the Public Service  
Alliance of Canada

APPENDIX C

June 2005

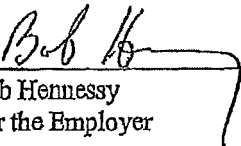
Memorandum of Understanding # 2

Re: Temporary Lay-Offs

The employer agrees to

- a) Recall employees from temporary lay-off on the basis of seniority
- b) Call in qualified laid off full time employees before casual employees
- c) Contribute 100% of the premiums for the health and dental coverage set out in S. 15.01 (a) (1), (a) (2), (b), (c) and (d) during temporary lay-offs

Dated at Prescott this 23rd day of August 2005

  
Bob Hennessy  
For the Employer

  
Rick Taylor  
for the Public Service Alliance of  
Canada

APPENDIX D

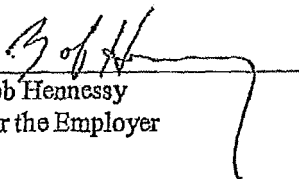
May 2002

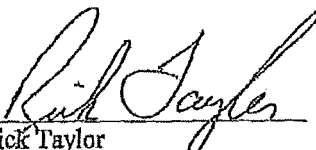
Memorandum of Understanding #3

Re: Classification Consultation

The employer agrees to consult with the Alliance concerning job classification. The employer would be pleased to discuss with the Alliance any services or expertise it may be able to offer in this regard.

Dated at Prescott, Ontario this 23rd day of August 2005.

  
Bob Hennessy  
For the Employer

  
Rick Taylor  
for the Public Service  
Alliance of Canada

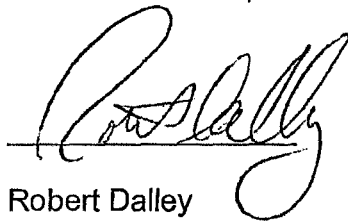
April 23, 2014

Memorandum of Understanding #4

Re: Millwright/Lead Dock Hand Incumbent

The current incumbent Millwright/Lead Dock Hand will continue at Level 5 while he remains in that position.

Date at Brockville, Ontario this 24 day of April, 2014



Robert Dalley  
For the Employer



Holmann Richard  
for the Public Service Alliance of Canada