



RECEIVED
SEP 10 2010

ETR

COLLECTIVE AGREEMENT

between

THE ESSEX TERMINAL RAILWAY COMPANY

and the

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS UNION LOCAL NO. 880

Covering

The Activity of Warehousemen

January 1, 2009 to December 31, 2011

13934 (02)

TABLE OF CONTENTS

ARTICLE NO.		PAGE NO.
1	<u>Recognition</u>	3
2	Union Security	
3	Management Functions	5
4	Discrimination	6
5	Grievance Procedure & Arbitration	6
6	Strikes & Lockouts	8
7	Seniority	8
8	Complete or Partial Closure of Terminal or Operations	11
9	Mergers	11
10	Leave of Absence for Work with the Teamsters Union	11
11	Medical Examinations	12
12	Protective Clothing	12
13	Extra Contract Agreements	13
14	New Types of Equipment & Categories of Work	13
15	Bulletin Boards	13
16	Loss and Damage to Cargo and Equipment	13
17	Vacations with Pay	13
18	General Holidays	15
19	Hours of Work	16
20	work Assignments	17
21	Deleted	17
22	Pay Period	17
23	Part-Time Help	18
24	Equipment	18
25	Jury Duty	18
26	Bereavement	19
27	Bonding	19
28	Stewards	19
29	Call-In & Call-Back	20
30	Supervisors - Foremen	21
31	Deleted	21
32	General	21
33	Rates of Pay (See Schedule "A")	21
34	Health & Welfare (See Schedule "B")	21
35	Pension (See Schedule "C")	22
36	Rules & Regulations (See Schedule "D")	22
<u>37</u>	<u>Duration</u>	<u>22</u>
	Schedule "A"	24
	Schedule "B"	25
	Schedule "C"	27
	Schedule "D"	28
	Schedule "E"	31

COLLECTIVE AGREEMENT

BETWEEN

THE ESSEX TERMINAL RAILWAY COMPANY,
Windsor, Ontario
(hereinafter referred to as the "COMPANY")

- and -

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, LOCAL UNION NO. 880
(hereinafter referred to as the "UNION")

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1: RECOGNITION ~~X~~

- 1.1 (a) The Company recognizes the Union as the sole Bargaining Agent for all employees of the Company engaged in the loading and unloading of railway cars and trucks, and the storing and warehousing of goods on the premises maintained by the Company, Morterm Limited at its facilities in Windsor, Ontario, save and except Foremen, those above the rank of Foremen and clerical staff. It is further agreed that activity covered under this agreement will exclude any activity covered by the agreement between Morterm Limited and the Union, which covers the activity of employees engaged in the activity of stevedoring.
- (b) It is further agreed that members of Teamsters Local 880 will receive cargo (other than bulk) unloaded from ships and, after it is unhooked by the longshoremen, will place the cargo in storage. In the case of cargo being loaded to ships, Members of Teamsters Local 880 will move it to the ship's side for hooking by the longshoremen. In the case of bulk cargoes, members of the bargaining unit will, for example, keep fluorspar moist and will do the dock cleanup after the cargo has been trucked away. Additionally, it is agreed the members of Teamsters Local 880 will perform the work of pumping fresh water aboard ships, readying stevedoring equipment prior to the arrival of a ship and the changeover of the Company's crane from clamming to craning rigging.
- 1.2 All articles in this Agreement will be effective immediately upon the ratification of the contract,

unless otherwise specified.

1.3 The intent and purpose of this Agreement shall be to promote and improve industrial relations and economic relations, to establish and maintain a high degree of discipline and efficiency and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment which will render justice to all.

1.4 The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the Industry and to provide methods of fair and peaceful adjustments of all disputes which may arise between them, and to foster good-will and friendly relations and better understanding between the parties.

ARTICLE 2: UNION SECURITY

2.1 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.

2.2 All employees hired prior to the date of the signing of this Agreement must, as a condition of their continued employment, authorize the Company to deduct from their pay on the pay-day the Teamsters Local 880 Union's dues deductions are made, an amount equal to the Teamsters Local 880 Union's monthly dues, for the duration of the Agreement, as their financial contribution to the Teamsters Local 880 Union.

2.3 All employees hired, shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Teamsters Local 880 Union's initiation fee instalments of Twenty-Five Dollars (\$25.00) per pay after completion of the probationary period. This deduction shall continue until the initiation fee is paid in full.

2.4 The Company agrees to remit such monies so deducted to the head office of the Teamsters Local 880 Union along with a list of the employees from whom the money was deducted, at the same time as the Union dues are remitted.

2.5 The Company agrees, for the duration of this Agreement to deduct from the second pay period the

monthly dues of any employee covered by this Agreement, and to remit such monies so deducted to the head office of the Teamsters Local 880 Union, along with a list of the employees from whom the monies were deducted, not later than the tenth (10th) day of the month following the date upon which such monies were deducted.

- 2.6 The Union will notify the Company in writing of any arrears in dues, caused for any reason, or any arrears in initiation or re-initiation fees and the Company will immediately commence deduction in amounts prescribed by the Teamsters Local 880 Union in such written notice and forward such monies to the Teamsters Local 880 Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than Twenty-Five Dollars (\$25.00) per pay.
- 2.7 The Union will provide the Company with printed forms that will show "Dues" arrears, "Initiation and Re-initiation" arrears. The Company shall, each month, add the name of each new employee hired on since the remittance of the previous check-off, along with the starting date, and the Company shall give an explanation alongside the name of each employee who appeared on the previous month's check-off sheet, for whom a remittance is not made, for any reason.
- 2.8 The Union will supply the Company with any and all forms that have to be completed by the employees, which forms shall be signed by all new employees on the day of hire. It will be the responsibility of the Company to ensure that all such completed forms are returned to the Union.
- 2.9 The deduction of Union dues shall be made from every bargaining unit employee, including part-time and probationary employees.
- 2.10 The Company will show the yearly total of dues deductions on the employees' T4 slips.

ARTICLE 3:

MANAGEMENT FUNCTIONS

3.1

The Union recognizes that the Company has the right to manage the business, to exercise all of the prerogatives of management, and without affecting the generality of the foregoing it has the right to determine the size of and to direct the work force,

to extend or curtail operations, and to hire and promote, except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this Agreement.

3.2 The Company also has the right to discharge, suspend or otherwise discipline employees for just cause, provided however, it is recognized herein that a probationary employee may be terminated during the probationary period for any reason sufficient to the Company.

3.3 The above clause shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4: DISCRIMINATION

4.1 No person shall be refused employment, or in any manner be discriminated against in accordance with the Canadian Human Rights Acts.

4.2 A representative of the Teamsters Local 880 Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement, always provided he does not interfere with the normal operations of the Company.

ARTICLE 5: GRIEVANCE PROCEDURE AND ARBITRATION

5.1 A grievance shall consist of a dispute concerning interpretation or administration of any clause in this Agreement or any alleged violation of the Agreement. If any question arises whether a particular dispute is, or is not a grievance within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by arbitration.

5.2 There shall be an earnest effort on the part of both parties to settle such grievance through the following steps:

STEP 1: By a conference between the employee, accompanied by the employee's Steward, and the Terminal Manager or his designate, to be held within five (5) working days of the date the incident occurred.

STEP 2: If the employee is not satisfied with the reply of the Terminal Manager or his designate, a grievance in writing on a form supplied by the

Union and signed by the employee must be presented to the Terminal Manager or his designate by the Steward within a further five (5) working day period following the conference.

STEP 3: Thereafter, a meeting shall be arranged by the Terminal Manager or his designate between the President or his designate with the Grievor, the Steward and the Union Business Representative within fourteen (14) working days of the presentation of the grievance in writing or such further date as is mutually agreed upon by the Terminal Manager or his designate and the Union Business Representative. If the Terminal Manager or his designate and the Union Business Representative cannot come to a mutually agreeable decision, the submission to arbitration provisions set forth in Article 4.5 hereof will apply.

5.3 Notwithstanding the above, a grievance concerning wages may be presented within thirty (30) days after the circumstances giving rise to the grievance occurred or originated.

5.4 In the event the Employer has a grievance, the Employer shall endeavour to settle the matter with the Steward. Failing settlement the Employer shall deal with the Local Union Business Representative. In the event the Employer's grievance is not resolved with the Local Union Business Representative, the Employer may resort to the arbitration procedure set forth herein.

5.5 (a) It shall be the responsibility of the party desiring arbitration to inform the other party in writing, not later than ten (10) days after the last discussion of the grievance between the Union and the Employer. Such written notice shall set out the name of a person suggested to act as Arbitrator, or names of persons from whom the Arbitrator can be selected.

(b) In the event that the other party does not concur with the name of the arbitrator suggested, or any of those named from whom the Arbitrator is to be selected, the other party may in turn submit to the first party its suggestion as to the selection of the Arbitrator.

(c) In the event that the parties are unable to agree on the selection of an Arbitrator, either

party may request that such appointment be made by the Minister of Labour of Canada.

- 5.6 The Arbitrator shall not have the right to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement.
- 5.7 The time limits provided in this Article may be extended by mutual agreement of the Employer and the Union.

ARTICLE 6: STRIKES & LOCKOUTS

- 6.1 During the term of this Agreement there shall be no lockout by the Company, or any strike, sit down, work stoppage or suspension of work, either complete or partial, for any reason by the employees.
- 6.2 The Company acknowledges the right of the individual employees to recognize and refuse to cross a picket line.
- 6.3 The Union recognizes the right of the Company to protect its business and the property of its customers.
- 6.4 Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity, and the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its employees, or the Union.
- 6.5 In such cases a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 7: SENIORITY

- 7.1 The purpose of seniority is to provide a policy governing work preference, lay-offs and recall:
- (a) Overtime shall be offered by seniority and shall devolve down to the junior employees on a permissive basis and back up on a compulsory basis. Overtime shall be paid at time and one-half (1-1/2) the employee's regular rate of pay.

(b) In the event of layoff, the Company shall consider:

(i) the seniority of the employees;

(ii) the qualifications of the employees, and where the qualifications are relatively equal, the employee's seniority shall be the determining factor.

7.2 If a continued loss of work-days exists for an employee through shortage of work within any assignment, or, in the case of a pending layoff, the Company or the Union may request a meeting to discuss alternate work for such employees.

7.3 Seniority lists containing the name and starting date of employees will be prepared and posted in the warehouse, on the bulletin board, annually, with sufficient copies for Stewards and Business Representatives, and a copy will be forwarded to the Teamsters Local 880 Union, such copy to contain the addresses and telephone numbers of the employees.

7.4 Employees shall be considered probationary until placed on the Seniority List. Once an employee has exceeded eight (8) hours in any one work week, such employee shall work under the provisions of this Agreement and shall be employed on a probationary basis until he has worked a total of one hundred twenty (120) days within a period of eight (8) consecutive calendar months. During his employment on a probationary basis as aforesaid, an employee may be discharged or disciplined without recourse to the Grievance Procedure. The Employer may not discharge such employee for the purpose of forcing an additional probationary period. Upon completion of the one hundred twentieth (120th) day of work within the period aforesaid, the employee shall be placed on the Regular Seniority List and for the purposes of seniority, the employee's seniority date shall be the date upon which he/she started work.

7.5 Employees promoted to a supervisory position, or a position not subject to this Agreement will retain their seniority after promotion for a six (6) month period only. If demoted for any reason, or if they voluntarily request re-instalment to their former position, the time served in the supervisory position shall be included in their seniority rating. Such employee shall forfeit any and all

recourse to the grievance procedure as outlined in this Agreement, should he be subsequently discharged in such a position beyond the jurisdiction of this Agreement. This Article to be applied only once, for any employee during the term of this Agreement.

7.6 **An** employee's employment shall be terminated for any of the following reasons:

- (i) if an employee voluntarily quits;
- (ii) if an employee is discharged and is not reinstated pursuant to the grievance procedure as provided in this contract;
- (iii) if an employee has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted, or is employed elsewhere, then the Company will notify the employee by registered mail to his last known address to return to work, and he will be allowed no more than seven (7) consecutive days from the date of such notification to report for duty. Notification will mean the day the Post Office delivered the notice of registered mail to last known address;
- (iv) if he takes employment other than that declared and agreed upon when applying for the leave of absence;
- (v) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;
- (vi) if an employee is laid off and not recalled for a period extending beyond twenty-four (24) consecutive months.

7.7 Leave of absence in excess of thirty (30) calendar days, or an extension to an existing leave that will exceed in total thirty (30) calendar days, will not be granted until a request for same is submitted in writing to both the Teamsters Union and the Company and mutually agreed upon in writing.

7.8 Absence due to bona fide illness or injury after three days shall not be cause for discharge or loss of seniority, provided the Company is notified of such illness or injury within three (3) days. The

employee will notify the Company when he is able to return to work. Where an employee has been unable to attend work for a period exceeding twenty-four months his name shall be removed from the seniority list.

7.9

Lead Hand Rate & Lead Hand Rate of Pay

When a lead-hand is required, it will be offered to the work force by seniority. The lead-hand's duties will include directing the work force by communication between himself and the foreman. The lead-hand's work on the ship is by special arrangement only and does not set a precedent in terms of extending the Union's jurisdiction to work aboard ships as defined in Article 1.1 (b) of the Collective Agreement. The lead-hand's rate of pay will be \$1.00 per hour over and above the hourly rate.

ARTICLE 8: COMPLETE OR PARTIAL CLOSURE OF TERMINAL OR OPERATIONS

8.1 In the event of complete or partial closure of the Terminal, the Company will give the Union sixty (60) days, or thirty (30) days respectively, notice of such closure. During this sixty or thirty-day period, respectively, the Company will meet with the Union to outline the reasons for the complete or partial closure.

8.2 Where a complete or partial closure is affected in accordance with the above, the affected employees may bid according to their seniority and qualifications to move to the Terminal to which the work is being moved. Any employee who is laid off as a result of the complete closure will be given sixty (60) calendar days' notice of such layoff, or pay at their regular rate, in lieu thereof.

ARTICLE 9: MERGERS

9.1

In any instance where a merger takes place, or the Company purchases another, employees' seniority will be dovetailed provided they meet with the purchasing Company's qualifications.

ARTICLE 10: LEAVE OF ABSENCE FOR WORK WITH THE TEAMSTERS UNION

10.1

The Company agrees to grant to all present employees who are on leave of absence, and all future employees of the Teamsters Union, an indefinite leave of absence for work with the Teamsters Union,

retaining and accumulating seniority with the Company. Such leave of absence shall be revocable upon three (3) working days' written notice by the employee.

ARTICLE 11: MEDICAL EXAMINATIONS

11.1

Any medical examination requested by the Company shall be promptly complied with by all employees provided, however, that the employer shall pay for all such examinations. The Company reserves the right to select their own medical examiner or physician, and the Union may, if in their opinion an injustice has been done an employee, have said employee re-examined at the Union's expense.

11.2

When a medical examination is required by the Company, the following conditions shall apply:

- (i) If any employee takes a medical examination during his normal working hours he shall be paid for the time involved, and thus not lose any pay as a result of his taking a medical examination.
- (ii) If a Company requested medical examination is taken after working hours, the employee shall be paid two (2) hours at their regular rate of pay, and shall, in such cases, receive at least twenty-four (24) hours notice prior to the appointment with the doctor.
- (iii) If a routine medical examination is taken during working hours, one (1) day's notice will be given the employee.
- (iv) A report of the examination will be made available to the employee through the doctor designated by the employer.
- (v) No employee will be required to take a routine medical examination on a Saturday, unless the employee so requests and does so voluntarily.

ARTICLE 12: PROTECTIVE CLOTHING

12.1

The Company agrees to pay to each employee on the Seniority List a clothing allowance of Two Hundred Dollars (\$200.00) payable on a separate cheque the first (1st) week of February in each calendar year. Employees who gain their seniority after the first

(1st) week of February shall be paid clothing allowance pro-rated to the Two Hundred Dollars (\$200.00) total. The Company further agrees to provide rainwear and any other safety or protective wear required.

ARTICLE 13: EXTRA CONTRACT AGREEMENTS

13.1 It is agreed that neither party to this Agreement shall enter into any agreement or contract with the employees which conflicts with the terms and provisions of this Agreement.

ARTICLE 14: NEW TYPES OF EQUIPMENT & CATEGORIES OF WORK

14.1 When new types of equipment or categories of work for which rates of pay are not established by this Agreement are put into use or effect, rates governing such operations shall be subject to negotiations between the parties. In the event of failure to reach agreement on such rates, the question shall be referred to arbitration and arbitration shall be established within thirty (30) days of the date of failure to reach such an agreement, and the rates as determined shall apply from the first day the equipment or categories of work were put into use or effect.

ARTICLE 15: BULLETIN BOARDS

15.1 The Company agrees to permit posting of notices of Union meetings or functions on a Bulletin Board conspicuously placed and provided for that purpose.

ARTICLE 16: LOSS AND DAMAGE TO CARGO AND EQUIPMENT

16.1 Employees shall not be required to contribute financially to offset any claim for loss or damage to cargo or equipment.

ARTICLE 17: VACATIONS WITH PAY

17.1 Employees with less than one (1) year of employment with the Company shall receive vacation pay in accordance with the Canada Labour Code.

17.2 At the beginning of the calendar year, employees who have been in the continuous employ of the Company for one (1) year shall receive two (2) weeks' vacation with vacation pay calculated at two (2) weeks' pay at their regular rate or at four per centum (4%) of his gross annual earnings whichever

is greater.

- 17.3 At January 01, of each year, employees who have been in the continuous employ of the Company for five (5) years shall receive three (3) weeks' vacation with vacation pay calculated at three (3) weeks' pay at their regular rate or at six per centum (6%) of his gross annual earnings whichever is greater.
- 17.4 At January 01, of each year, employees who have been in the continuous employ of the Company for ten (10) years shall receive four (4) weeks' vacation with vacation pay calculated at four (4) weeks' pay at their regular rate or at eight per centum (8%) of his gross annual earnings whichever is greater.
- 17.5 At January 01, of each year, employees who have been in the continuous employ of the Company for nineteen (19) years shall receive five (5) weeks vacation with vacation pay calculated at five (5) weeks pay at their regular rate or at ten per centum (10%) of his gross annual earnings, whichever is greater.
- 17.6 At January 01, of each year employees who have been in the continuous employ of the Company for twenty-eight (28) years shall receive six (6) weeks vacation with vacation pay calculated at six (6) weeks pay at their regular rate or at twelve per centum (12%) of his gross annual earnings, which ever is greater.
- 17.7 Vacation pay will be computed at the rate of two per centum (2%) of gross annual earnings for each week of vacation granted. At no time shall an employee's vacation be less than the equivalent of 40 hours pay per week of vacation, provided he has worked fifty per centum (50%) of the time in the previous vacation year. Vacations and General Holidays shall be considered as time worked. This provision shall only apply to employees on short-time due to layoff, sickness or Workmen's Compensation, and shall not apply to employees who sever, or have their employment severed.
- 17.8 Vacation Entitlement: An employee covered by Article 17.2, 17.3, 17.4, 17.5 or 17.6 will be entitled to vacation on the basis outlined therein if on his first, fifth, tenth, nineteenth, twenty-eight or subsequent service Anniversary date he achieves the required years of service, otherwise his vacation entitlement will be calculated as set out.

17.9 Applications for vacations prior to March 1st of each year shall, insofar as it is practicable to do so, be given in order of seniority of the applicants, and will be given preference over late applicants. Employees who do not take their vacations at the time allotted, or who do not apply for it prior to June 1st, shall be required to take their vacation at a time to be prescribed by the Company. Notwithstanding the above, employees may subsequent to June 01, apply for one (1) week of vacation however any remaining entitlement must be applied for by October 01, or the employee will be required to take this vacation at a time prescribed by the Company. Vacations may not be separated into less than one week segments, and cannot be accrued.

17.10 Notwithstanding the foregoing, the vacation pay provision for employees hired after March 6, 2009 will be in accordance with Schedule D.

ARTICLE 18: GENERAL HOLIDAYS

18.1 The following General Holidays will be observed:

NEW YEAR'S DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BOXING DAY
CIVIC HOLIDAY	DAY BEFORE MEW YEAR'S DAY
EMPLOYEE'S BIRTHDAY	

18.2 Holidays will be paid at eight (8) hours unless working a scheduled week of four 10 hour days, and then they will be paid ten hours for the foregoing General Holidays at the regular hourly rate provided:

- (i) they have been in the employ of the Company for sixty (60) calendar days immediately preceding the Holiday;
- (ii) they have not been laid off for a period longer than thirty (30) days prior to the Holiday.

18.3 Any work performed on any of the Holidays except Christmas Day and New Year's Day as set forth in 18.1 hereof shall be paid for at time and one-half (1-1/2) the employee's regular rate of pay in addition to the Holiday pay as set forth in 18.2 above. Any work performed on Christmas Day and/or New Year's Day shall be paid for at double (2x) the

employee's regular rate of pay in addition to the Holiday pay as set forth in 18.2 above.

- 18.4 *Any* of the Holidays as listed falling within an employee's annual vacation, the employee shall be allowed an additional day of vacation, or one (1) day's pay at his regular rate of pay for each such Holiday.
- 18.5 In the event that one of the General Holidays as set forth in 18.1 hereof shall fall on a Saturday or a Sunday, the day proclaimed shall be the day observed, or if falling on a day that is not the employee's regular working day the next regular working day shall be considered to be the Holiday.
- 18.6 Canada Day may be observed **on** an alternate day at the Company's discretion.

ARTICLE 19: HOURS OF WORK

- 19.1 Thirty-five to forty (35-40) hours over four to five (4-5) days, Monday to Friday, shall constitute a week's work. Days off will be consecutive. Changes to the work week will be a minimum duration of one week. Notice of change will be given by 12:00 hours on the preceding Thursday.
- 19.2 All worked performed in excess **of** eight (8) hours in any one day, Monday through Friday, and/or forty (40) hours; in any one week, shall be deemed as overtime and shall be paid for at the rate of time and one-half (1-1/2) the employee's regular hourly rate.
- 19.3 All regular Morterm work on Saturday and/or Sunday shall be paid for at the rate of time and one-half (1-1/2) the employee's regular hourly rate after eight (8) hours in any day or forty (40) hours in any week. Employees engaged in the movement of cargo to or from ships including the checking, blocking and handling of such cargo to or from storage or delivering carriers, having completed their regular eight (8) hour shift, shall be paid at the rate of time and one half (1-1/2), the employee's regular hourly rate. Notwithstanding the above, if such employee has worked beyond eight (8) hours on Saturday or Sunday, the overtime rate applies to all hours worked in excess of eight (8) hours. The application of the above article is not intended to alter the current work schedules and overtime shifts. Holidays, vacation, bereavement and pre-

authorized unpaid leave will be included in the calculation of forty (40) hours.

19.4

SHIFT DIFFERENTIAL

- (i) Employees whose regularly assigned shifts commence between 1200 hours and 1959 hours will receive a shift differential of Twenty Cents (20) per hour.
- (ii) Employees whose regularly assigned shifts commence between 2000 hours and 0359 hours will receive a shift differential of Thirty Cents (.30¢) per hour.
- (iii) Overtime will not be calculated on shift differential, nor will shift differential be paid for absence from duty, such as vacation, General Holidays, etc.

19.5

Shift start time may be adjusted by up to ninety (90) minutes before or after posted start time provided that notice of change is given before the end of the prior work day

ARTICLE 20: WORK ASSIGNMENTS

- 20.1 Daily **job** bids will be allocated at the beginning of each shift. All employees will be assigned jobs based on their qualifications and seniority rights.
- 20.2 **An** employee may request to change the duties allocated one time during the course of his shift. Employees wishing to do so will contact a management employee, who will re-assign duties based on qualifications and seniority.
- 20.3 **An** employee displaced due to an action defined at 20.2 will be assigned alternate duties based on his qualifications and seniority.

ARTICLE 21: Deleted

ARTICLE 22: PAY PERIOD

- 22.1 Employees will be paid bi-weekly, and their pay stub will indicate the number of regular hours worked, any overtime hours worked, and any and all deductions made therefrom.
- 22.2 Minor shortages in pay will be paid the following

pay period, when brought to the attention of the Company. Shortages in excess of One Hundred Dollars (\$100.00) will be paid immediately.

ARTICLE 23: PART-TIME HELP

23.1 Part-time help shall be defined as persons who are employed by the Company to supplement the normal work force.

23.2 Where the work of a part-time person exceeds eight (8) hours in any one week, such person shall be considered a probationary employee and the conditions of this Agreement shall apply.

23.3 It is understood and agreed that part-time help shall not be used to deprive regular employees of their normal hours of work.

23.4 Deleted

23.5 Part-time employees shall be paid the minimum pay scale of regular employees, and shall be required to pay Union dues.

ARTICLE 24: EQUIPMENT

~~24.1~~ ~~It is to~~ the mutual advantage of both the Company and the employees that employees shall not operate vehicles or use equipment not in safe operating condition and not equipped with safety appliances required by law.

24.2 It shall be the responsibility of the Company to maintain all vehicles and equipment in safe operating condition. The maintenance of equipment in sound operating condition is not only a function, but a responsibility of the Company.

24.3 It shall be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is justified. A licensed mechanic is to be the judge as to whether refusal is justified.

24.4 Employees will not be held responsible for damage while towing or pushing equipment if instructed to do so by the Company, unless the employee has been proven negligent.

ARTICLE 25: JURY DUTY

~~25.1~~ Employees on the seniority list summoned for jury

duty and who is required to lose time from his assignment as a result thereof shall be paid for actual time lost. The pay will be based on eight (8) hours at the straight-time rate less the amount allowed him for jury duty for each day (excluding allowances paid by the court for meals, lodging or transportation). The number of working days for which jury duty pay shall be paid is limited to a maximum of thirty (30) days in any calendar year.

ARTICLE 26: BEREAVEMENT

26.1 Immediately upon the death of an employee's spouse, common law partner, child, parent, brother, sister, step-parent, father-in-law or mother-in-law, stepchild, grandchild or grandparent, the employee shall be entitled to bereavement leave without loss of pay for working days that fall within the three (3) days immediately following the day of death, provided he has not less than three (3) months cumulative compensated service,. Time off may be adjusted to cover the actual dates of the funeral services. One (1) day entitlement for brother -in-law or sister-in-law.

ARTICLE 27: BONDING

27.1 Should the Company require any employee to give Bond, the premium involved shall be paid by the Company. The primary obligation to procure the Bond shall be on the Company. If the Company cannot arrange for a Bond for an employee within thirty (30) days, they must so notify the employee in writing. Failure to so notify shall relieve the employee of the Bonding requirement. If the proper notice is given the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said Bond to be paid by the Company. A standard premium shall be that premium paid by the Company for Bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee.

27.2 If the Company institutes a Bonding system, present employees who are on the seniority list will not be discharged because of failure to obtain a Bond.

ARTICLE 28: STEWARDS

28.1 The Company acknowledges the right of the Union to appoint a Steward for each regularly scheduled

shift.

- 28.2 (i) Wherever possible, grievances shall be processed during the normal working hours of the Steward. The Steward shall receive his regular rate of pay when grievances, or pending grievances, are processed with the Company on Company property.
- (ii) If the Company's representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be paid for all time spent during the processing of the grievance with the Company on Company property.
- (iii) Should the Company find that the Steward's activities interfere with the normal course of his duties, or the duties of other employees, the Company may contact a representative of the Teamsters Local 880 Union, and/or register a grievance commencing with Step (iii) as outlined in Article 5.4 of this Agreement.
- 28.3 The Union will inform the Company, in writing, of the name of the Steward and/or any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 28.4 The Company will notify the Union by fax, prior to the suspension or discharge of a Steward, otherwise the dismissal or suspension will be considered null and void.
- 28.5 For the purpose of lay-off and the day-to-day allocation of work, the Steward shall be established on the seniority list as "second-man".
- 28.6 For the purpose of processing specific grievances or disputes, Business Representative and Stewards shall have access to Company records that are pertinent to the grievances or disputes, during the office hours of the Company.

ARTICLE 29: CALL-IN & CALL-BACK

- 29.1 Employees called in to work, or called back to work after they have finished their regular daily shift, shall be ^guaranteed four (4) hours' pay at the rate of time and one half (1%).

ARTICLE 30: SUPERVISORS - FOREMEN

30.1 It is understood and agreed that Supervisors - Foremen will be excluded from the Bargaining Unit, and will at no time perform any work that falls within the scope of this Agreement, provided that overtime requirements are met.

ARTICLE 31: DeletedARTICLE 32: GENERAL

32.1 Employees will be allowed a fifteen (15) minute coffee break in the A.M. and fifteen (15) minute coffee break in the P.M. Wash-up periods of five (5) minutes will be allowed prior to lunch and/or quitting time.

32.2 In the event of legislation being enacted subsequent to the signing of this Agreement invalidating the application of any Article or Appendix thereto, the relative Section only of this Agreement shall be nullified.

32.3 The Company agrees to provide clean, sanitary and adequate appointments in respect to lunchrooms and washrooms; **all** such rooms must **be** provided with fire exits as required by law, and sufficiently heated in the cold weather. Company will supply Porta-Johns on dock while ships are docked.

32.4 Personnel shall be allowed appropriate time off to vote in Federal, Provincial or Municipal elections.

32.5 If an employee meets with an accident after starting work, incapacitating him from carrying out his duties, he shall be paid a full day's wages for the day of his injury, and the Company shall provide him suitable transportation to a hospital or doctor, thence to his home.

ARTICLE 33: RATES OF PAY

Attached hereto and forming an integral part of this Agreement is Schedule "A" outlining the rates of pay for employees covered by the terms of this Agreement.

ARTICLE 34: HEALTH & WELFARE

Attached hereto and forming an integral part of this Agreement is Schedule "B", outlining Health and Welfare Benefits covering employees in the Bargaining Unit.

ARTICLE 35: PENSION

Attached hereto and forming an integral part of this Agreement is Schedule "C", outlining employee's Pension Program.

ARTICLE 36: RULES & REGULATIONS

Attached hereto and forming an integral part of this Agreement is Schedule "D", outlining Rules and Regulations to govern the actions of all employees covered by the terms of this Agreement.

ARTICLE 37: DURATION ~~X~~

37.1

THIS AGREEMENT shall become effective on January 1, 2009 and shall continue in force and effect until the 31st day of December, 2011, and from year-to-year thereafter, unless either Party serves ninety (90) days' notice by registered mail to the other Party of expiration, or their intent to amend or modify the Agreement.

37.2

Negotiations shall be entered into within fifteen (15) days of notification to do so.

37.3

THIS AGREEMENT shall be binding upon the Parties hereto, their Successors, Administrators, Executors and Assigns.

37.4

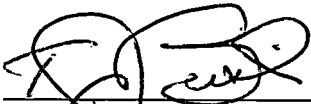
THIS AGREEMENT shall continue in full force and effect until a new Agreement is reached.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 31 day of Nov, 2009. 2010 *R*

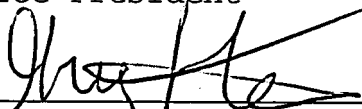
SIGNED FOR:

THE ESSEX TERMINAL RAILWAY COMPANY

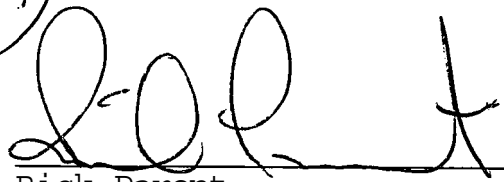
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS UNION LOCAL 880



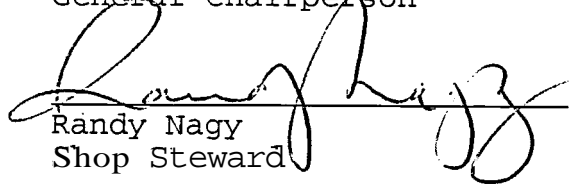
Terry J. Berthiaume
Vice President



Greg Steel
Terminal Manager



Rick Parent
General Chairperson



Randy Nagy
Shop Steward

SCHEDULE "A"(i) WAGE RATES

Wage rates for employees covered by the terms of this Agreement shall **be** as follows:

	Employees hired before January 1, 2009			Employees hired after December 31, 2008		
	2009	2010	2011	2009	2010	2011
	22.45	22.45	22.45	18.00	18.00	18.00
Probationary Rate				13.25	13.25	13.25

Employees on a WSIB approved workplace injury claim working modified duties will be paid at eighty-five percent (85%) of above rates. **An** employee **will be** considered to be on modified duties if he **is** unable to perform the duties of his regular job.

SCHEDULE "B"HEALTH AND WELFARE BENEFITS

Effective with the first of the month following the signing of this agreement the company will pay the entire premium cost for seniority employees and their eligible dependents, except where noted (and any increase which may occur during the life of this agreement) of the following benefit plans:

(i) EXTENDED HEALTH CARE:

An 80% - 20% co-pay plan. With a \$10 - \$20 deductible will be purchased for each employee and their dependents, the premium cost paid by the Company. The plan will exclude over-the-counter drugs.

(ii) DENTAL PLAN

Employees will receive an 80% - 20% co-pay preventative plan which includes checkups, cleaning, fillings, extractions, x-rays, root canals, periodontal and endodontal services to a maximum of \$1,100.00 per family member per year. The insurance would be maintained at prior year's ODA schedule during this contract.

(iii) VISION CARE

The Company agrees to pay One Hundred Seventy-five Dollars (\$175.00) per eligible family member every two (2) years upon presentation of satisfactory evidence that the employee or family member has purchased glasses prescribed by a qualified physician.

(iv) GROUP INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT

The Company agrees to provide life insurance to a maximum of \$15,000.00 paying all premiums. Accidental Death & Dismemberment is an essential part of the Group Insurance policy and the Company agrees to pay one hundred percent (100%) of the premium cost for a maximum of \$15,000 coverage.

(v) WEEKLY INDEMNITY

A 1/4/26 plan will be purchased providing payment of equivalent to disability benefits provided by the Unemployment Insurance Commission, for non-occupational bodily injury, disease or pregnancy. The Company will pay all costs including the employee's share of the

expense. The indemnity payment will be payable after the first (1st) day off following an accident and after four (4) days off due to illness (1/4/26). Employees who are laid off and who were not already receiving this benefit at the time of lay-off, shall not be entitled to receive this benefit.

- (vi) Deleted
- (vii) The Company agrees to provide "Out-of-Province" Health Care Benefits to the membership as stated in the Group Insurance contract.
- (viii) If for any reason other than a work stoppage or a voluntary leave of absence, an employee is unable to perform his normal or assigned duty for a period longer than three (3) months, the Company paid or Company-employee paid medical or dental benefits described will be suspended as of the first day of the fourth month.
- (ix) Employees retiring after ten (10) years of cumulative service will have the option at the time of retirement of purchasing \$1,000.00 of paid-up life insurance which the Company undertakes to match.

Employees age sixty-three to sixty-five (63-65) retiring with pension after fifteen (15) years or more of continuous service, the Company will provide:

- (i) extended health care
80%-20% co-pay, \$10 - \$20 deductible. (No extended healthcare benefit is provided for retirees after age sixty-five).
- (ii) paid up life insurance of \$2,000.00 with the full cost being assumed by the Company.

Note: At the retiree's option, a retiring allowance maybe substituted for Company paid life insurance, in an amount equal to the premium otherwise payable by the Company.

- (x) Any changes to any of the above described Health and Welfare Benefits will occur on the first of the month following the change.

SCHEDULE "C"PENSION PROGRAM

- (i) The Company agrees to maintain a Pension Program under the same conditions that existed prior to the signing of this Agreement. Employees hired by the Company after March 1, 1980, will be required to join and contribute to the Plan.
- (ii) The Company reserves the right to improve the Plan at any time, but it will covenant not to increase the costs to employees without consultation with the representatives of the employees.

SCHEDULE "D"VACATION PAY PROVISION FOR EMPLOYEES HIRED AFTER **MARCH 6, 2009**

- ARTICLE 17.1 Vacations with Pay: **An** employee who, at the beginning of the calendar year, has less than one (1) year of continuous employee relationship, but who has had more than 240 hours cumulative compensated service in the preceding calendar year, shall be allowed eight (8) hours vacation with pay for each 200 hours worked during the preceding calendar year, with a maximum of 80 hours, until qualifying for further vacation under Article 17.2.
- ARTICLE 17.2 Five Years Employment: **An** employee who at the beginning of the calendar year has maintained a continuous employee relationship for at least five (5) years and has completed 10,000 hours cumulative compensated service shall be allowed eight (8) hours vacation with pay for each 133.33 hours worked during the preceding calendar year with a maximum of 120 hours, until qualifying for further vacation under Article 17.3.
- ARTICLE 17.3 Ten Years Employment: **An** employee who at the beginning of the calendar year has maintained a continuous employee relationship for at least ten (10) years and has completed 20,000 hours cumulative compensated service shall be allowed eight (8) hours vacation with pay for each 100 hours worked during the preceding calendar year with a maximum of 160 hours, until qualifying for further vacation under Article 17.4.
- ARTICLE 17.4 Nineteen Years Employment: **An** employee who at the beginning of the calendar year has maintained a continuous employee relationship for at least nineteen (19) years and has completed 38,000 hours cumulative compensated service shall be allowed eight (8) hours vacation with pay for each 80 hours worked during the preceding calendar year, with a maximum of 200 hours.

- ARTICLE 17.5 Twenty-eight Years Employment: **An** employee who at the beginning of the calendar year has maintained a continuous employee relationship for at least twenty-eight (28) years and has completed 56,000 hours of cumulative compensated service, shall be allowed 8 hours vacation for every 64 hours worked in the preceding calendar year to a maximum of 240 hours.
- ARTICLE 17.6 A year's service is defined as 2,080 hours of cumulative compensated service.
- ARTICLE 17.7 Provided an employee renders compensated working service in any calendar year, time off-duty on account of bona fide illness, injury, to attend committee meetings, called to court as a witness, or jury duty, not exceeding a total of one hundred 800 hours in any calendar year, shall be included in the computation of service for vacation purposes.
- ARTICLE 17.8 Total vacation pay for employees with six (6) years of service or less will not be less than 4% of his earnings in the preceding year. Total vacation pay for **employees with more** than six (6) years of service will not be less than 6% of his earnings in the preceding year.
- ARTICLE 17.9 **An** employee retired, deceased, having services dispensed with due to disability or resigning after due notice at a time when an unused period of vacation with pay stands to his credit, shall be allowed vacation calculated to the date of his leaving the service, and, if not granted, shall be allowed pay in lieu thereof.
- ARTICLE 17.10 **An** employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken and, if not subsequently recalled to service during such year, shall, upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar.
- ARTICLE 17.11 **An** employee dismissed for cause or leaving the

service without due notice shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken.

ARTICLE 17.12 An individual who, (1) leaves the service of his own accord; (2) is dismissed for cause and not reinstated in the service within one (1) year of date of dismissal will, if subsequently returned to the service, be required to again qualify for vacation with pay as per Article 17.1.

ARTICLE 17.13 Applications for vacations prior to March 1st of each year shall, insofar as it is practicable to do so, be given in order of seniority of the applicants, and will be given preference over late applicants. Employees who do not take their vacations at the time allotted, or who do not apply for it prior to June 1st, shall be required to take their vacation at a time to be prescribed by the Company. Notwithstanding the above, employees may subsequent to June 01, apply for one (1) week of vacation however any remaining **entitlement must** be applied for by October 01, or the employee will be required to take this vacation at a time prescribed by the Company. Vacations may not be separated into less than one week segments, and cannot **be** accrued.

ARTICLE 17.14 An employee covered by Article 17.2, Article 17.3, Article 17.4 or Article 17.5 will be entitled to vacation on the basis outlined therein if on his fifth, tenth, nineteenth, or twenty-eighth or subsequent service anniversary date he achieves the required days of cumulative compensated service, otherwise his vacation entitlement will be calculated as set out.

ARTICLE 17.15 Any vacation granted for which the employee does not subsequently qualify will be deducted from the employee's vacation entitlement in the next calendar year. If such employee leaves the service for any reason prior to his next vacation, the adjustment will be made at time of leaving.

SCHEDULE "E"RULES AND REGULATIONS

For disciplinary measures, all infractions of Rules and Regulations shall be removed from the employee's record after two (2) years.

All penalties and reprimands must be issued to the employee within seventy-two (72) hours, excluding Saturdays, Sundays and Holidays, from the time the infraction became known, with a copy to the Teamsters Local 880 Union, otherwise the penalty or reprimand will be considered NULL and VOID.

1: ACCIDENTS

- 1.1 Accidents for which the employee is at fault, or for which his action or lack of action is a contributory factor, will result in disciplinary action, which according to the seriousness of the accident, the degree of negligence, or carelessness and/or frequency of accidents, may range from reprimand to suspensions of one day, two days, three days, to dismissal.
- 1.2 Failure to report all accidents as soon as possible in accordance with the Company instructions will result in the employee being subject to DISMISSAL.

2: EQUIPMENT

- 2.1 It shall be the duty of employees to report promptly in writing to the Company all defects in equipment. Failure to report mechanical defects in equipment, if known, will result in:-

1st offense Reprimand
 2nd offense 1 day off
 3rd offense 3 days off
 Subsequent
 offenses SUBJECT TO DISMISSAL

3: BEHAVIOUR

- 3.1 Consuming intoxicants or illegal stimulants while on duty or on the Company's property:
- 1st offense SUBJECT TO DISMISSAL
- 3.2 Reporting for duty while under the influence of an

intoxicant or an illegal stimulant:

1st offense Reprimand to 2 days off
2nd offense 1 week off
3rd offense SUBJECT TO DISMISSAL

3.3 Theft or wilful damage:

1st offense SUBJECT TO DISMISSAL

3.4 Failure to obey instructions of authorized personnel (names of persons in authority to be posted):

1st offense Reprimand
2nd offense 1 day off
3rd offense 3 days off
4th offense SUBJECT TO DISMISSAL

3.5 Deliberate disobedience of orders of authorized personnel:

1st offense 1 week off
2nd offense SUBJECT TO DISMISSAL

3.6 Failure to notify the Company of intent to be absent from work at least one (1) hour before regular starting time, unless there is a reasonable explanation for such failure:

1st offense Reprimand
2nd offense Reprimand
3rd offense 3 days off
4th offense SUBJECT TO DISMISSAL

3.7 Reporting late for work without a reasonable explanation:

1st offense Reprimand
2nd offense 1 day off
3rd offense 3 days off
4th offense SUBJECT TO DISMISSAL

I M P O R T A N T N O T E :

If you leave the employ of the Company, contact your Local Union either in person, or, by mail, for a WITHDRAWAL CARD

WITHDRAWAL CARDS can only be issued to a member whose dues are paid to and including the month in which the withdrawal card is requested.

WITHDRAWAL CARDS ARE VALID ONLY WHEN YOU ARE NOT WORKING AT THE CRAFT.

Upon your return to work, give your withdrawal card to your Steward, along with payment of the current months' dues.

KNOW YOUR AGREEMENT - MAKE SURE YOU KEEP IT FOR YOUR FUTURE REFERENCE. IF THERE IS ANYTHING ABOUT WHICH YOU MAY BE IN DOUBT, ASK YOUR STEWARD TO ADVISE YOU, OR CONTACT YOUR LOCAL UNION OFFICE.

A L W A Y S

- 1) ATTEND YOUR UNION MEETINGS.
- 2) HELP NEW EMPLOYEES BECOME ACQUAINTED WITH THE AGREEMENT.
- 3) IF YOU LEAVE THE EMPLOY OF THE COMPANY, CONTACT YOUR LOCAL UNION OFFICE FOR A WITHDRAWAL CARD.
- 4) IF YOU LEAVE THE EMPLOY OF THE COMPANY, OR ARE LAID OFF, REGISTER WITH THE LOCAL UNION OFFICE SO THAT WE MAY HELP YOU TO FIND EMPLOYMENT ELSEWHERE.

"B E A G O O D U N I O N M E M B E R "

33