

AGREEMENT

for the Period

October 1, 2022, to September 30, 2027

between

THE ESSEX TERMINAL RAILWAY COMPANY

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(TC LOCAL 1976 USW)**

Covering

Rates of Pay and Rules

for

Carmen and Car Inspectors

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CAR DEPARTMENT COLLECTIVE AGREEMENT
October 1, 2022 – SEPTEMBER 30, 2027

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THE ESSEX TERMINAL RAILWAY COMPANY

and the

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

(TC LOCAL 1976 USW)

for

CARMEN AND CAR INSPECTORS

PURPOSE OF AGREEMENT

The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference, which may arise between the parties, and to set forth the conditions of employment to be observed by the Company and the Union.

MANAGERIAL RIGHTS

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) acknowledges that it is the exclusive function of the Company to operate and manage its business in all respects and, without limiting the generality of the foregoing, the Union acknowledges that, subject to the express provisions of this Agreement, it is the right of the Company to:

- (1) hire, direct, layoff, promote, suspend, discipline and discharge employees for just cause, subject to the right of a seniority employee to lodge a grievance as hereinafter provided;
- (2) maintain order, discipline and efficiency;
- (3) make and alter, from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the express provisions of this Agreement; and
- (4) determine the location of buildings and equipment, the methods and means of operation.

Without restricting or limiting the generality of the foregoing, the Company retains all rights not specifically relinquished or modified by this Agreement.

The Company agrees that it will exercise its rights in a fair and equitable manner consistent with the Collective Agreement.

The Essex Terminal Railway Company acknowledges the regularly constituted United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers

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International Union (United Steelworkers) representatives on behalf of the Carmen and Car Inspectors. The right to make and interpret contracts, rules, rates of pay and working agreements for Carmen and Car Inspectors shall be vested in the Company and those representatives.

The word "Carman" or "Car Inspector" as used hereinafter shall be understood to mean any employee holding seniority under this Agreement.

RECOGNITION AND SCOPE

The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees engaged in Carmen and Car Inspector duties, save and except supervisor, persons above the rank of supervisor, office and sales staff.

Subject to the provisions of Article 5.1, persons, whether employed by the Company or from outside, who are not members of the bargaining unit, shall not perform work normally performed by the bargaining unit except in cases of instruction or in emergency.

Should any of the present operations be moved to a location(s) in Essex County, outside of the boundaries of Windsor, this Agreement shall be extended to cover such location(s).

The Company shall not contract out work, which is normally performed by employees in the bargaining unit if the effect of such contracting out would result in a layoff, of any full time or part time employee in the bargaining unit.

DISCRIMINATION/RELATIONSHIP

The Company and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, gender identity, gender expression, sex, creed, religion, colour, age or national origin.

The Company and Union agree to observe the provisions of the Canadian Human Rights Code.

The Company agrees it shall not interfere with, restrain, coerce, or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.

No Strike or Lockout

The Company agrees that it will not cause or direct any lockouts of employees and the Union agrees that it will not cause or direct any strikes of its members during the term of this agreement.

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ARTICLE 1 Rates of Pay

ARTICLE 1.1 The rates of pay will be calculated on an hourly basis effective the first day of October of each year:

HOURLY RATES					
HOURLY RATES FOR:	10/01/22	10/01/23	10/01/24	10/01/25	10/01/26
Carman	23.21	24.02	24.74	25.48	26.12
Car Inspector	21.08	21.83	22.48	23.15	23.72
Probationary	18.57	19.21	19.79	20.38	20.78
Lead Hand Premium – see paragraph 7.4					

Employees on a WSIB approved workplace injury while working modified duties will be paid at 85% of the above rates. An employee will be considered to be on modified duties if they are unable to perform the essential duties of their regular job. Employees hired before January 1, 2016, will not be affected by this rule.

ARTICLE 1.4 The Company will continue to make payroll deposits every second Thursday for the two (2) week period ending the prior Saturday.

ARTICLE 2 Benefits

ARTICLE 2.1 Master Policy: Claims made under the following items are governed by the respective master policy.

ARTICLE 2.2 Weekly Indemnity: A 1/4/26 Plan will be purchased providing payment of equivalent to disability benefits provided by the Employment Insurance Act, for non-occupational bodily injury, disease or pregnancy. The Company will pay the employee's share of the expense.

ARTICLE 2.3 Group Life Insurance: The program provides \$50,000 coverage with the Company paying all premiums. Employees will be permitted to purchase additional group coverage on a voluntary basis at their own expense in \$5,000 units, maximum \$100,000 additional.

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- ARTICLE 2.4** Accidental Death and Dismemberment: The Company will pay the premium cost for \$50,000 of coverage.
- ARTICLE 2.5** Extended Health Care benefit: An 80%-20% co-pay plan will be purchased for each employee and their eligible dependents. Employees will contribute \$15/month towards the cost of their benefits with the Company paying the balance of the premium. A pay direct drug card will be provided to the members. (Allows pharmacy to submit claims electronically. Members pay only the portion not covered by the plan). Drug re-imburement will be limited to the cost of the lowest priced interchangeable drug. Coverage for non-generic drugs will be provided only when medically necessary. Out of country medical coverage will be provided with the Company paying 100% of the premium.
- ARTICLE 2.6** Dental Plan: Employees will receive an 80% - 20% co-pay preventative plan which includes check-up, cleaning, fillings, extractions, x-rays, root canals, periodontal and endodontic services to a maximum of \$1,200 per family member per year at prior year's ODA schedule.
- ARTICLE 2.7** Vision Plan: The Company agrees to pay \$250.00 per eligible family member once per twenty-four (24) months upon presentation of satisfactory evidence that the employee or eligible family member has purchased glasses prescribed as necessary to correct their vision by a qualified physician. The benefit may be used toward the cost of an eye exam.
- ARTICLE 2.8** Boot Allowance: Employees will be provided with a two hundred and seventy-five dollars (\$275.00) safety boot allowance, payable on the first pay period of February each year. No receipts are required for submission.
- ARTICLE 2.8.1** It is further agreed to by the parties to this Agreement that the Essex Terminal Railway Company will supply to each of the employees covered by this Agreement two (2) pairs of fire-resistant coverall per year, and one (1) pair of insulated fire-resistant winter coveralls per year, at no cost to the employees.
- ARTICLE 2.8.2** It is agreed by the parties to this Agreement that the Essex Terminal Railway Company will furnish without cost to the employees required safety equipment. Examples: seasonal gloves, safety hats, safety glasses, spats, cutting goggles, welding coats (1 per track) and gloves, welding helmets with shields and replacement glass.
- ARTICLE 2.9** Conditions for Loss of Benefits: If for any reason other than a work stoppage or a voluntary leave of absence an employee is unable to perform their normal or assigned duty for a period longer than three (3) months, the Company paid or Company-Employee paid medical and dental benefits described will be suspended as of the first day of the fourth month. Employees who have lost their benefits will have to work 30 shifts before benefit status is reinstated.

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Benefits other than dental and medical will be suspended according to the provision of the Group Insurance Contract.

ARTICLE 2.10 Bereavement: Every employee is entitled to and shall be granted, in the event of the death of a member of their immediate family, a leave of absence from employment. Prevailing labour legislation will govern the entitled number of days provided up to a maximum of five (5) days, that may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs. An employee who has completed three (3) consecutive months of continuous employment is eligible for paid bereavement at their regular rate of wages. The number of paid days entitled to, will be determined by current applicable legislation and will not exceed the maximum of three (3) paid days. Should applicable legislation increase the amount of paid Bereavement Leave beyond the current 3-day allowance during the life of the bargaining agreement, a Letter of Understanding must be initiated and agreed upon prior to making any changes to the Collective Bargaining Agreement.

ARTICLE 2.10.1 Immediate family includes employees' spouse (including common law, same sex partner), father and mother and the spouse or common law partner of the father or mother, the employee's grandchildren, the employee's children and the children of the employee's spouse, the employee's brothers or sisters, the grandfather or grandmother of the employee, the father and mother of the spouse of the employee and the spouse or common law partner of the father or mother; and any relative of the employee who resides permanently with the employee.

ARTICLE 2.10.2 If an employee is bereaved while on vacation, bereavement leave days shall not be included as part of the vacation period. The vacation days not taken will be rescheduled through mutual agreement between the Company and the employee.

ARTICLE 2.11 Retirees: Employees retiring with fifteen or more years of continuous service who are between the ages of 63 - 65 will receive an 80 – 20% co-pay Extended Health Care benefit with no deductible. The Company paying 100% of the premium for a maximum of two (2) years. No benefits after age sixty-five (65). A retiring allowance of \$2,000 will be paid by the Company to the retiree.

ARTICLE 3 **Hours of Work, Meal Period and Rest Breaks**

ARTICLE 3.1 Definition of Work Week: The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

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- ARTICLE 3.1.1** The Company shall establish for all employees, a work week of thirty-five to forty (35-40) hours over four or five consecutive days in each seven day period. Seven (7) to ten (10) hours shall constitute a day's work. All employees coming under the provision of this Collective Agreement, except as may be provided elsewhere in this Agreement, shall be paid on the hourly basis.
- ARTICLE 3.1.2** One Shift: Where one (1) shift is employed, the starting time of the first shift is between 05:00 hours and 08:00 hours, unless otherwise mutually agreed. Each employee will be provided with an allowance of a twenty (20) minute paid meal period within the limits of the fifth (5th) hour of their respective shifts. In addition each employee will be provided with two (2), ten (10) minute paid coffee breaks during their respective shifts.
- ARTICLE 3.1.3** Two Shifts: Where two (2) shifts are employed the starting time of the shift other than the day shift shall be at Management discretion or prescribed by the Company. Each employee will be provided with an allowance of a twenty (20) minute paid meal period within the limits of the fifth (5th) hour of their respective shifts. In addition, each employee will be provided with an allowance of two (2), ten (10) minute paid coffee breaks during their respective shifts.
- ARTICLE 3.1.4** Summer Months: The starting time for each shift during the summer months will be advanced by one (1) hour from those set out above, however the starting time of the shifts will not be earlier than 05:00, 13:00 and 21:00 hours.
- ARTICLE 3.1.5** Starting Time: The starting time for each employee shall be fixed and shall not be changed without at least twenty-four (24) hours' notice.
- ARTICLE 3.1.7** Shift Premium: A shift premium in the amount of \$0.25 an hour will be provided for employees who work outside the hours of regularly scheduled shifts, in accordance with Article 3.1.2.
- ARTICLE 3.2.1** Employees called or notified to return for work in other than their regular assigned hours will, on responding to calls, be advised the emergency for which called. This will not, however, prevent employees being used for other work coming under the scope of Rule 5.3 which might develop subsequent to the time called.
- ARTICLE 3.3** Rest: Employees working on a scheduled five (5) day work week shall be assigned two (2) rest days in each seven (7) days. The rest days shall be consecutive to the extent possible. Preference shall be given to Saturday and Sunday and then to Sunday and Monday. The work week may be staggered in accordance with the Company's operational needs.
- ARTICLE 3.3.1** Four Day Work Week: Employees working on a scheduled four (4) day work week shall be assigned three (3) rest days in each seven (7) days. The rest

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days shall be consecutive to the extent possible. Preference shall be given to Friday, Saturday and Sunday and then to Saturday, Sunday and Monday.

ARTICLE 3.3.4 Employees shall provide up to 2 phone numbers to the company for which calls shall be made. Employees being called for service shall receive a minimum of 2 phone calls no less than 10 minutes apart prior to the next employee being called. Employees shall be informed at time of call if an employee was called ahead of them and did not respond to their call. In such instances, the employee who accepted the call may advise the Company that they will relinquish the call should the employee who was called ahead of them, replies to the company, and wishes to work the assignment originally called for. Employees who relinquish their call above, shall do so without payment or penalty.

ARTICLE 3.3.5 Reporting Allowance: In the event that a full-time employee reports for work on their regular shift, without having been notified, prior to the end of their previous shift not to report, they will be given at least four (4) hours work at their regular rate of pay, or, if no work is available, the employee will be paid the equivalent of four (4) hours at their regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Company.

ARTICLE 3.4 Overtime: Except as may be provided in Rules hereinafter set out, work in excess of the greater of eight (8) hours per day or an employee's bulletined number of hours per day; or work in excess of forty (40) straight time hours in any work week shall be considered overtime and paid at the rate of time and one half (1 1/2) the basic straight time rate, except where such work is performed by an employee exercising his seniority when moving from one assignment to another.

ARTICLE 3.4.1 No Overtime on Overtime: There shall be no overtime on overtime. The following items will not be utilized in computing the forty hours per week: overtime hours paid, other than hours not in excess of bulletined number of hours paid on holidays; time paid for in the nature of arbitraries or special allowances such as attending court, travel time, etc., (except when such payments apply during assigned working hours in lieu of pay for such hours).

ARTICLE 3.4.2 Minimum Four Hours at Overtime Rate: Employees called or required to report for work and reporting will be allowed a minimum of four (4) hours at the prevailing overtime rate for four (4) hours work or less, provided they work the bulletined 35 – 40 straight time hours in the work week. Paid holidays, vacation and bereavement will be included in the calculation.

ARTICLE 3.4.3 Equalizing Overtime: When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time.

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ARTICLE 3.4.4 An Overtime Board will be maintained. Overtime will be offered to Carmen and Car Inspectors in rotation order. The list will be adjusted after each overtime call to equally distribute overtime. If an employee is not qualified for the work available, their name will not fall in the rotation. Overtime required for working on a general holiday will be included in this Article. In the event there is an insufficient number of employees to work Holiday overtime, the Company has the right to schedule employees with the lowest seniority to work such overtime; taking into account the skills and ability required to fulfill such shift.

ARTICLE 3.5 Breaks: It is understood that employees are permitted to take an unpaid break not exceeding thirty (30) minutes having performed two (2) hour's work after the completion of their regular shift and are entitled to a twenty (20) minute meal break after the completion of four (4) continuous hours of overtime.

ARTICLE 3.6 **Meal Period:**

ARTICLE 3.6.1 Work During Meal Period: Employees who at the request of the Company are required to work during meal period shall receive pay at the rate of time and one-half on the minute basis but will be relieved the necessary time (without pay) to procure meal.

ARTICLE 3.6.3 Overtime Meals: The Company will provide thirteen dollars and fifty cents (\$13.50) toward the value of an overtime meal if an employee is required to work in excess of ten (10) hours in one shift.

ARTICLE 3.7 Injured or Relieved from Duty: Carmen or Car Inspectors injured or relieved from duty at Company's request will be paid a full day's pay; however, if a Carman or Car Inspector is relieved on their own account or on account of sickness, they will be paid only the portion of the shift they actually worked. Employees who are considered to have abused sick leave privileges, resume duty after sick leave, or who book sick when called, or while on duty after being called, may be required to produce a medical certificate (the Company will reimburse the employee for the fee paid to obtain such a certificate). In the application of the foregoing the employee will be allowed forty eight (48) hours (weekends excluded) from the time they reported for duty to comply.

ARTICLE 3.7.1 Employees injured while at work will immediately report the incident and complete accident reports as soon as possible however where immediate medical attention is required reports will be completed at the earliest possible moment thereafter.

ARTICLE 3.7.2 Proper medical attention will be given at the earliest possible moment.

ARTICLE 3.8 Discharge or Resignation: When an employee is discharged or resigns, payment will be made at the next regular payday. If requested, they will be

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given a certificate stating term of service and in what capacity they were employed.

ARTICLE 5 **Job Descriptions**

ARTICLE 5.1 Chief Mechanical Officer or Designate: It is understood that the Chief Mechanical Officer or designate is a “working supervisor” who may perform some of the duties of a Carman or Car Inspector as required.

ARTICLE 5.2 Carman: Any work traditionally performed by Carmen will not be performed by other employees who are not members of this bargaining unit. This Rule will not preclude trainmen from changing a failed air hose on equipment in their care or performing minimum freight car inspection (per Transport Canada regulations) to equipment that must be expedited.

ARTICLE 5.3 Carman’s work shall consist of inspecting, maintaining, repairing and dismantling freight cars and their components. Carmen’s work shall also include, CCI inspecting, assisting with rerailling cars which have derailed, train line air brake tests, testing of components, heating, burning and welding on freight cars, pipe and inspection work in connection with air brake equipment on freight cars, painting and lettering of freight cars, and all other work traditionally recognized as carmen’s work at the Essex Terminal Railway Company.

ARTICLE 5.4 Qualifications: The following qualifications are required:

ARTICLE 5.4.1 Probationary Carman: New employees during the probationary 65 tours of duty.

ARTICLE 5.4.3 Carman: Employees who have completed the requirements under 5.4.4 and have successfully completed all of the following: 1 year continuous employment in the Essex Terminal Railway Car Department (may be waived at discretion of Management); Airbrake Test training and testing; SMAW welding training and testing in accordance with ANSI / AWS D15.1 (or equivalent) and “Essex Terminal Carman Training” and testing. Carman Rate will be paid to employees who have completed all of the above requirements.

ARTICLE 5.4.4 Car Inspector: Employees may bid or be forced into the Car Inspector position, provided they have successfully completed all of the following: The Probationary period, Certified Car Inspection Training (per Transport Canada) and “Essex Terminal Car Inspector Training” and testing. Car Inspector Rate will be paid to employees until they have completed the requirements listed in 5.4.3.

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ARTICLE 6 Advertisement of Positions

ARTICLE 6.1 Postings: Job bids shall be posted every six (6) months with a three (3) days prior notice and the closing date will be the Wednesday prior to April 1st and October 1st. All job bids shall be posted in a location visible to all eligible employees.

ARTICLE 6.1.1 Job bids shall be awarded on a seniority basis. If no others of a higher seniority choose to bid or fail to place bid before due date, bid job will be awarded to next employee with seniority. If no employees bid, the low man may be mandated.

ARTICLE 7 Filling of Positions

ARTICLE 7.3 Permanent and Temporary Vacancies: All permanent and temporary vacancies will be offered first by seniority. The junior employee will be assigned the position, if necessary.

ARTICLE 7.4 Position of Lead Hand: From time to time when required, as determined by Management, the position of Lead Hand may be available. This position will be assigned on the basis of merit, fitness and ability. The function of this position will be to guide, direct and supervise the workforce, as determined by Management. The Lead Hand's rate of pay will be \$1.00 per hour over and above the employee's current hourly rate of pay.

ARTICLE 8 Seniority

ARTICLE 8.1 Seniority List: Employees will have access at all times to a Seniority List to be posted in a conspicuous place which will contain a current list of all employees concerned and their seniority standing in the Company's service. Such lists will be compiled and posted April 1st and October 1st each year, and a copy will be furnished to the Local Steward. Employees whose standing is incorrectly shown must protest in writing in thirty (30) days or no action will be thereafter taken. The standing of any person who is absent on leave or through illness will not be affected by this Rule. The Seniority List will be adjusted to reflect changes due to retirement, death, resignation or rightful dismissal.

ARTICLE 8.2 Probationary Employees: Employees shall be considered probationary until placed on the Seniority List in accordance with Article 8.2.1. Once an employee has exceeded seven (7) 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/she has worked a total of sixty-five (65) days within a period of six (6) consecutive calendar months. During such

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employment on a probationary basis as aforesaid, such an employee may be discharged or disciplined without recourse to the Grievance Procedure. A new employee will qualify for health benefits provided in Article 2 upon being regarded as being permanently employed as determined herein.

- ARTICLE 8.2.1** The Company may not discharge or layoff such employee for the purpose of forcing an additional probationary period. Upon completion of the sixty-fifth (65th) 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 in the car department.
- ARTICLE 8.3** Loss of Seniority: The seniority rights and employment of an employee shall cease for any of the following reasons and their employment shall be deemed to be terminated:
- ARTICLE 8.3.1** If an employee resigns.
- ARTICLE 8.3.2** If an employee is discharged and such discharge is not reversed through the Grievance Procedure.
- ARTICLE 8.3.3** If, after receipt of a notice of recall issued by the Company, an employee fails to return to work within seven (7) calendar days when engaged in other employment or four (4) consecutive working days if not gainfully employed. Notice will be sent certified mail to the last known address of the employee shown in the Company's records. Notification will mean the day the Post Office delivered to the last known address.
- ARTICLE 8.3.4** If an employee fails to report to work upon the expiration of any leave of absence, unless a reason satisfactory to the Company is provided (subject to Article 15.1).
- ARTICLE 8.3.5** If an employee is absent for three (3) consecutive working days without notifying the Company unless a reason satisfactory to the Company is provided.
- ARTICLE 8.3.6** If an employee is laid off or without compensated service for twelve (12) consecutive months. An employee absent through a workplace injury or bonafide illness will not be affected by this rule.
- ARTICLE 8.3.7** If an employee falsifies the reason for a leave of absence.
- ARTICLE 8.3.9** 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-installment 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

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

ARTICLE 8.3.10 When it becomes necessary to lay off employees for any reason, the force shall be reduced in reverse seniority order and the affected employees shall be given at least seventy-two (72) hours' notice before reduction is made. In instances beyond the control of the Company less than seventy-two (72) hours' notice may be given. The list of affected employees shall be furnished to the Local Steward or their designate and the USW Staff Representative.

ARTICLE 8.3.11 In the restoration of the work force, employees laid off shall be given preference of re-employment in seniority order.

ARTICLE 9 **Held Off On Company Business**

ARTICLE 9.1 Carmen or Car Inspectors held off on Company's orders or business (Company medical or rule classes) will be paid schedule rates for time lost with a maximum of bulletined number of hours in each twenty-four (24) hour period, and actual reasonable expenses incurred. Employees on off-shifts received equal treatment as day shift employees.

ARTICLE 9.2 Company Called Witness: Carmen or Car Inspectors called as witnesses by the Company, or as a result of an incident involving the Company before a court, tribunal or coroner's inquest will be allowed the time consumed in court or until discharged up to the regular time lost for each twenty-four (24) hours or portion thereof detained from duty. Employees on off-shifts received equal treatment as day shift employees.

ARTICLE 10 **Jury Duty**

ARTICLE 10.1 Jury Duty: An employee summoned for jury duty and who is required to lose more than five (5) working days' time from their assignment as a result thereof shall be paid for actual time lost excluding the first five (5) days. The pay will be based on bulletined number of hours at the straight-time rate applicable to the service last performed, less the amount allowed them for jury duty for each such day (excluding allowances paid by the court for meals, lodging and transportation), subject to the following requirements and limitations:

ARTICLE 10.2 Statement From the Court: An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which the jury duty was performed.

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ARTICLE 10.3 Maximum Number of Days Paid: The number of working days for which jury duty shall be paid is limited to a maximum of thirty (30) days in any calendar year.

ARTICLE 10.4 Jury Duty and Vacation or Holidays: No jury duty pay will be allowed for any day for which the employee is entitled to general holiday pay. Employees will be entitled to reschedule vacation days where they fall during jury duty, and to use any remaining vacation entitlement during unpaid jury duty days. An employee who has been allotted their vacation dates will not be required to change their vacation because they are called for jury duty.

ARTICLE 11 **Investigations and Discipline**

ARTICLE 11.1 Carmen will be notified in writing of a formal investigation to be held, during which time they will be furnished with a written notice containing time, place and a complete statement of the charge or charges to be investigated no later than twenty-four (24) hours prior to the investigation. Carmen or Car Inspectors will not be disciplined or dismissed until after a fair and impartial investigation held within fifteen (15) calendar days from the time the event becomes known to the Company. They may, however, be held off for investigation not exceeding three (3) days, during which time they will be furnished with a written notice containing a complete statement of the charge or charges to be investigated. Carmen or Car Inspectors shall have the assistance of a Union Representative in stating their case, and the evidence against them will be stated to them.

ARTICLE 11.2 Notification of Investigation: All concerned will receive notification to be present. If not satisfied with decision the accused may appeal through their representatives to the President within thirty (30) calendar days after having been advised of such decision who will respond in writing within fifteen (15) calendar days. Should investigation prove them blameless, Carmen or Car Inspectors who have been held off shall resume duty and be paid bulletined number of hours per day for each twenty-four (24) hours or portion thereof detained from duty at schedule rates covering service in which they were employed at the time of the alleged offense.

ARTICLE 11.2.1 Attendance at Investigations: Whenever possible employees will only be required to attend investigation during their normal working hours. Employees required to attend investigations outside of their normal working hours will be paid at straight time rates.

ARTICLE 11.3 Employee's File: No record of discipline or caution will be placed in an employee's file unless a copy of such record is given to the employee at the time of the disciplinary or cautionary action. Copies of such letters or memoranda will be delivered to the designated Union Representative. All

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such records will be removed from each employee's files on the three year anniversary of such discipline or caution.

ARTICLE 12 **Grievance Procedure**

ARTICLE 12.1 Should employees subject to this Agreement believe they have been unjustly dealt with, or that any of the provisions of this Agreement have been violated, they shall present their alleged grievance to their immediate supervisor for adjustment. If not so adjusted, and they wish to have the matter progressed, they shall present it in writing to the authorized Local Union Representative(s) within seven (7) calendar days from the date of the alleged grievance, outlining all pertinent details and the date of the alleged grievance.

ARTICLE 12.1.1 Where the appeal concerns the interpretation or alleged violation of the Collective Agreement, the appeal shall identify the Article (s) and clause of the Article(s) or Appendix involved. The appeal shall be accompanied by a copy of the Company's decision rendered at Step I of the grievance procedure.

ARTICLE 12.1.2 Each party will notify the other of any changes in designated officers.

ARTICLE 12.1.3 Upon request from either party reasonable effort will be made to have meetings held within the allotted times.

ARTICLE 12.1.4 All conferences between shop officials and authorized Local Union Representatives will be held by appointment and concluded during regular working hours without loss of earnings to committee member.

ARTICLE 12.1.5 The Company will not discriminate against any employees who, as authorized Local Union Representatives, from time to time, represent other employees and will grant them leave of absence when delegated to represent other employees.

ARTICLE 12.1.6 If an authorized Union Representative should consider that a provision of this Agreement has been violated, that Representative may initiate a grievance, which shall be processed in accordance with the foregoing provisions of this ARTICLE 12.

ARTICLE 12.2 Step I: Within fourteen (14) calendar days from the date of the alleged grievance, the authorized Local Union representative(s) may progress the grievance in writing outlining all pertinent details and date of grievance to the designated officers of the Company.

ARTICLE 12.2.1 A decision shall be rendered in writing within fourteen (14) calendar days from date of receipt of the grievance and a copy will be furnished to the employee and the authorized Local Union representative.

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- ARTICLE 12.2.2** Grievances concerning discharge of employees will commence at Step II.
- ARTICLE 12.3** Step II: Within twenty-eight (28) calendar days following receipt of the decision under Step I, the Local Chairperson or General Chairperson may appeal the decision in writing to the designated officer of the Company.
- ARTICLE 12.3.1** A decision shall be rendered in writing within twenty-eight (28) calendar days of receipt of the appeal.
- ARTICLE 12.4** Prior to adjudication or final disposition of grievances by the highest designated authorities as herein provided, and while questions of grievances are pending there will be neither a shut down by the employer nor a suspension of work by the employees.
- ARTICLE 12.5** Time Limitations: A grievance not progressed within the time limits specified shall be dropped and shall not be subject to further appeal. Where, in the case of a grievance based only on a time claim, a decision is not rendered by the designated officer of the Company at Steps I or II, within the time limits specified in such steps, the time claim will be paid. Payment under such circumstances shall not constitute a precedent, or waiver of the contentions of the Company in that case or in respect of other similar claims.
- ARTICLE 12.5.1** The time limits specified in Steps I and II may be extended by mutual agreement between the parties referred to in each such step.
- ARTICLE 12.6** Arbitration: A grievance concerning the interpretation or alleged violation of this Agreement, or an appeal by employees that they have been unjustly disciplined or discharged, and which is not settled through the grievance procedure may be referred by either the Essex Terminal Railway Company, or the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) herein defined as the parties to a single arbitrator for final and binding settlement without stoppage of work.
- ARTICLE 12.6.1** The party requesting arbitration must so notify the other party in writing within forty-five (45) calendar days following the date the decision was rendered at the last step of the grievance procedure.
- ARTICLE 12.6.2** Within twenty-one (21) calendar days of date of receipt of a request for arbitration the parties shall endeavour to agree on the name of the arbitrator. If agreement is not then reached, the party requesting arbitration may then request the Minister of Labour to appoint an arbitrator and advise the other party accordingly. Such request to the Minister of Labour must be made no later than fourteen (14) calendar days following the forty-five (45) day period referred to in this paragraph.

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ARTICLE 12.6.3 A Joint Statement of Issue containing the facts of the dispute and reference to the specific provision or provisions of the Collective Agreement allegedly violated, shall be jointly submitted to the Arbitrator in advance of the date of the hearing. In the event the parties cannot agree upon such Joint Statement of Issue, each party shall submit a separate statement to the Arbitrator in advance of the date of the hearing and shall at the same time give a copy of such statement to the other party.

ARTICLE 12.6.4 The Hearing: The hearing shall be held by the Arbitrator in the office of the Railway unless otherwise mutually arranged, or unless the Arbitrator deems it advisable because of special circumstances to hold the hearings elsewhere.

ARTICLE 12.6.5 At the hearing before the Arbitrator, argument may be given orally and/or in writing, and each party may call such witnesses as it deems necessary.

ARTICLE 12.6.6 Disputes arising out of proposed changes in rates of pay, work hours and conditions of service, modifications or additions to this Collective Agreement are specifically excluded from the jurisdiction of the Arbitrator, and the decision of the Arbitrator shall not in any case add to, subtract from, modify, rescind or disregard any provision of this Collective Agreement.

ARTICLE 12.6.7 Such decision shall be rendered, in writing, together with the arbitrators written reasons therefor, to the parties concerned within thirty (30) calendar days following the conclusion of the hearing unless this time is extended with the concurrence of the parties to the dispute.

ARTICLE 12.6.8 Each party shall respectively bear any expenses each has incurred in the presentation of the case to the Arbitrator but any general or common expenses, including the remuneration and expenses of the Arbitrator, shall be divided equally.

ARTICLE 12.6.9 The time limits as provided in this ARTICLE 12, may be extended by mutual agreement between the parties.

ARTICLE 13 **Holidays**

ARTICLE 13.1 The following ten (10) general holidays will be paid in accordance with ARTICLE 13.4.

NEW YEAR'S DAY
GOOD FRIDAY
VICTORIA DAY
CANADA DAY
CIVIC HOLIDAY

LABOUR DAY
THANKSGIVING DAY
CHRISTMAS DAY
BOXING DAY
DAY OF TRUTH AND RECONCILIATION

CAR DEPARTMENT COLLECTIVE AGREEMENT
October 1, 2022 – SEPTEMBER 30, 2027

Personal Leave: Employees are entitled to and shall be granted Personal Leave of no more than five days per calendar year. The employee is entitled to the first three (3) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes to be considered to be wages. It is further understood that should the Government of Canada increase the number of personal days allotted to employees, a Letter of Understanding must be initiated and agreed upon prior to making any changes to the Collective Bargaining Agreement”.

ARTICLE 13.2 Substitution Days: Provided that when any of the above holidays fall on a Saturday or Sunday, the day substituted by the Federal Government shall be observed except that Canada Day Holiday to be observed on the day recognized by the majority of ETR’s customers.

ARTICLE 13.3 Work on a Holiday: An employee who is required to work on any of these ten holidays will receive payment at the rate of time and one-half (1 1/2) in addition to his regular rate of pay.

ARTICLE 13.3.1 Holidays will be paid at the number of hours and rate which would have been bulletined had the day not been a holiday.

ARTICLE 13.4 Existing provisions are amended to provide that an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of or who subsequently is qualified for Weekly Indemnity benefits because of illness on such holiday but who otherwise qualified for general holiday pay, shall be paid for such holiday.

ARTICLE 14 **Vacation**

ARTICLE 14.1 Less Than One Year Employment: 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 compensated service and/or available for duty in the preceding calendar year, shall be allowed 1 hour vacation with pay for each 26 hours worked and/or available for service, or a major portion thereof during the preceding calendar year with a maximum of 80 hours, until qualifying for further vacation under ARTICLE 14.2 of this ARTICLE.

ARTICLE 14.2 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 shall be allowed 3 weeks’ vacation or 6 % of the previous years’ gross wages, whichever is greater, until qualifying for further vacation under ARTICLE 14.3 of this Rule.

CAR DEPARTMENT COLLECTIVE AGREEMENT

October 1, 2022 – SEPTEMBER 30, 2027

- ARTICLE 14.3** Ten Years Employment: An employee who at the beginning of the calendar year has maintained a continuous employee relationship for ten (10) years shall be allowed 4 weeks' vacation or 8 % of the previous years' gross wages, whichever is greater.
- ARTICLE 14.6** Computation of Service: In computing service under ARTICLE 14.1, ARTICLE 14.2, ARTICLE 14.3 of this Article, hours worked in any position covered by similar vacation Rules and additional tours of duty worked at overtime, will be accumulated for the purpose of qualifying for vacation with pay.
- ARTICLE 14.6.1** Definition of One Years' Service: A year's service is defined as 250 days' of cumulative compensated service.
- ARTICLE 14.6.2** Time off-duty on account of bona fide illness, injury or to attend organization business, not exceeding a total of eight hundred (800) hours in any calendar year shall be included in the computation of service for vacation purposes.
- ARTICLE 14.6.3** Deductions: 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.
- ARTICLE 14.6.4** Majority of Service: An employee will be compensated for vacation on the basis of the majority of the service he worked during the previous 180 days immediately prior to taking his vacation.
- ARTICLE 14.7** Vacation Entitlement: An employee covered by ARTICLE 14.2 or ARTICLE 14.3, will be entitled to vacation on the basis outlined therein if on their fifth (5th) or tenth (10th) subsequent service anniversary date he/she achieves the required hours of cumulative compensated service, otherwise their vacation entitlement will be calculated as set out.
- ARTICLE 14.7.1** An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.
- ARTICLE 14.8** Vacation and Rest Days: Employee's vacation period will start on the day following his assigned rest days.
- ARTICLE 14.9** Applications for Vacation: Applications for vacation from employees filed between December 15th of the previous year and March 1st, shall, in so far as it is practicable to do so, be given preference on the period selected as their first choice in order of seniority of the applicants. Such applicants will have preference over later applicants. All applicants will be advised in March of the

CAR DEPARTMENT COLLECTIVE AGREEMENT
October 1, 2022 – SEPTEMBER 30, 2027

dates allotted them and unless otherwise mutually agreed employees must take their vacation at the time allotted.

- ARTICLE 14.9.1** Unless otherwise mutually agreed, employees who do not apply for vacation prior to March 1st shall be required to take their vacation at a time to be prescribed by the Company.
- ARTICLE 14.10** Length of Vacation: Employees entitled to less than two (2) weeks' vacation must take such vacation in a continuous period. An employee with more than two (2) weeks' vacation may, provided proper application is made and there is no additional expense to the Company, take their vacation in two or more portions, neither of which will be less than one week.
- ARTICLE 14.11** Vacation Days as Personal Leave: Employees may utilize five (5) days earned vacation as personal leave days provided there is no additional cost incurred by the Company. Such time may be taken as required upon written notice of not less than forty-eight (48) hours to the Superintendent.
- ARTICLE 14.12** Vacation Days and Lay-off: An employee who is laid off shall be paid for any vacation due them at the beginning of the current calendar year, and if not subsequently recalled to service during such year shall, upon application, be allowed pay in lieu of any vacation due them at the beginning of the following calendar year.
- ARTICLE 14.13** Vacation Days and Termination: An employee terminating their employment for any reason at a time when an unused period of vacation with pay stands to their credit shall be allowed vacation calculated to the date of their leaving the service as provided for in ARTICLE 14.1 through ARTICLE 14.8, and if not granted shall be allowed pay in lieu thereof.
- ARTICLE 14.14** Re-qualification for Vacation: An individual who leaves the service of their own accord, or who is dismissed for cause and not reinstated in their former standing within two years of date of such dismissal shall, if subsequently returned to the service, be required to qualify again for vacation with pay as provided in ARTICLE 14.1 through ARTICLE 14.8.

ARTICLE 15 **Leave of Absence**

- ARTICLE 15.1** When the requirement of the service will permit, and employees have used their vacation entitlement, employees will be granted leave of absence, not to exceed ninety (90) days, extensions of thirty (30) days may be granted by consent of the Management and the Local Steward for a maximum of one (1) year. In the case of a leave of absence for a period of five (5) working days or less the employee will not be required to first use remaining vacation entitlement.

CAR DEPARTMENT COLLECTIVE AGREEMENT
October 1, 2022 – SEPTEMBER 30, 2027

ARTICLE 16 **Union**

ARTICLE 16.1 All bargaining unit employees, as a condition of employment, shall become and remain members of the Union in good standing for the term of this Agreement.

The Company shall deduct Union Dues including, where applicable, initiation fees and assessment, on a biweekly basis, from the wages of each employee covered by this Agreement. The amount of the dues shall be calculated in accordance with the Union's Constitution.

All dues, initiation fees and assessment shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which remittance was deducted. The remittance shall be sent to the USW TC Local, 2360 Ave. De La Salle, Room 202, Montreal Quebec, H1V 2L1; in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office at 119 Exeter Road, unit "K", London, Ontario N6L 1A4.

The remittance and the R-115 Form shall be accompanied by a statement containing the following information:

- a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted.
- b) A list of the names of all employees from whom no deductions have been made and the reasons.

This information shall be sent to both Union addresses identified herein in such form as shall be directed by the Union to the Company.

The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of actions taken by the Company in compliance with this Article.

The Company, when preparing T-4 slips for the employees, will enter the amount of Union Dues paid.

CAR DEPARTMENT COLLECTIVE AGREEMENT
October 1, 2022 – SEPTEMBER 30, 2027

ARTICLE 17 **Miscellaneous: Condition of Shop**

ARTICLE 17.1 Lockers and Lunch Rooms / Work Conditions: Shops, locker rooms, lunch rooms, and washrooms will be lighted and heated in the best manner possible.

ARTICLE 17.1.1 Portable drinking water and ice where required will be furnished. Floors, lockers, toilets and washrooms will be kept in good repair and in a clean, dry and sanitary condition.

ARTICLE 17.2 Place for Notices: A place will be provided where notices of direct interest to employees may be posted by Stewards and other Union officers.

ARTICLE 18 **Health and Safety**

ARTICLE 18.1 It is agreed by the parties to this Agreement that the provisions of The Canada Labour Code and the regulations pursuant to same, dealing with Health and Safety form an integral part of this Agreement.

ARTICLE 18.2 Signal Protection: No employee will be required to work on a locomotive or cars outside of shop without being properly protected by proper signals.

ARTICLE 18.3 Safety: A representative from Car Inspector or Carmen group will attend safety meetings to be held at least once a month. The Company is to assure that at least one person from the Bargaining Unit will be trained in Standard First Aid.

ARTICLE 19 **Agreement**

ARTICLE 19.1 Agreement Effective Upon Execution: This Agreement is effective upon the latter of, signing date or October 1, 2022, except as otherwise provided herein, and supersedes all previous Agreements. It will remain in effect until September 30, 2027, and thereafter until revised or superseded, subject to 120 days' notice in writing from either party to the Agreement of desire to revise, amend or terminate it.

ARTICLE 19.1.1 Such notice may be served 120 days prior to the expiration of the agreement.

ARTICLE 19.2 Printing and Distribution: The Company will undertake the responsibility for the printing of this Agreement as may be required from time to time and will absorb the cost of such printing. This will include the cost of printing updated pages.

ARTICLE 19.2.1 The Company further undertakes that it will cause to have delivered to 119 Exeter Road, Unit K, London, Ontario N6L 1A4 a copy of said Agreement as soon as same is printed. MS Word document will be provided. However, only original copies will be used for signatures.

CAR DEPARTMENT COLLECTIVE AGREEMENT
October 1, 2022 – SEPTEMBER 30, 2027

ARTICLE 19.2.2 The Company further undertakes the responsibility to provide a copy of said Agreement to each and every member of the Bargaining Unit as soon after printing as possible.

ARTICLE 19.3 Authorized Officers: For the carrying out of this Agreement the Company will deal only with the duly authorized officers of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers)

Signed for:

ESSEX TERMINAL RAILWAY COMPANY

UNITED STEELWORKERS

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DocuSigned by:
Glen Rankine
67EE8C369DCE413...

Director of Operations
Michael Semande

National Business Agent
Glen Rankine

DocuSigned by:
Kelly Woodman
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DocuSigned by:
Jonathan Grdic
D091100C3E2B486...

Human Resources Manager
Kelly Woodman

Unit Chairperson
Jonathan Grdic

DocuSigned by:
Joshua Banner
E50387B4169640B...

Local Stewart
Joshua Banner

Dated at Windsor, Ontario, this 15 day of September, 2022.

CAR DEPARTMENT COLLECTIVE AGREEMENT
October 1, 2022 – SEPTEMBER 30, 2027

APPENDIX “B”

LETTER OF UNDERTAKING

RE: NON-RAILCAR MAINTENANCE - WELDING

September ¹⁵____, 2022

This is to confirm the understanding reached this date, during bargaining of a Collective Agreement between the Essex Terminal Railway Company and UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS), with respect to the issue of the non-railcar maintenance welding. Where it is deemed suitable by the Superintendent, non-railcar maintenance welding will be performed by employees of the Car Department.

Signed for:

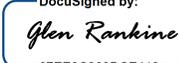
ESSEX TERMINAL RAILWAY COMPANY

UNITED STEELWORKERS

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Director of Operations
Michael Semande

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National Business Agent
Glen Rankine

CAR DEPARTMENT COLLECTIVE AGREEMENT
October 1, 2022 – SEPTEMBER 30, 2027

APPENDIX “C”

Letter of Understanding

September ¹⁵____, 2022

Re: Assignment of work at derailments

This will confirm discussions held during collective bargaining in 2005 regarding the assignment of work.

The Union put forward its view that the assignment of work at derailments was being directed to an outside source at the expense of some bargaining unit members.

To resolve that issue the Company assured the Union that there was no intent to adversely affect the employees but the assignment of work was determined by the scope of the derailment. The Company assured the Union there was no deliberate intent to deny the employees the work opportunity to participate in the restoration of rail services after a derailment.

In addition, in order to reflect the foregoing, the Company and the Union have agreed to resolve any future restoration of rail services after a derailment by utilizing the Carmen to the extent dictated by the emergency.

Signed for:

ESSEX TERMINAL RAILWAY COMPANY

UNITED STEELWORKERS

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Director of Operations

National Business Agent

Michael Semande

Glen Rankine

CAR DEPARTMENT COLLECTIVE AGREEMENT
October 1, 2022 – SEPTEMBER 30, 2027

APPENDIX “D”

Letter of Understanding

September ¹⁵____, 2022

Re: Assignment of work to Supervisors

This will confirm discussions held during collective bargaining in 2005 regarding the assignment of work to Supervisors.

The Union proposed some language changes to mitigate the Company supervisory personnel doing bargaining unit work.

To resolve that issue the Company assured the Union there was no cause to enhance the language because the only working Supervisor referred to in the agreement is the Chief Mechanical Officer or designate. Any other supervisory personnel are explicitly prohibited from doing bargaining unit work.

This letter constitutes full settlement of any related grievances submitted prior to signing of the memorandum of agreement.

Signed for:

ESSEX TERMINAL RAILWAY COMPANY

UNITED STEELWORKERS

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Director of Operations
Michael Semande

National Business Agent
Glen Rankine