

COLLECTIVE AGREEMENT

For the period

January 1, 2016 to December 31, 2020

between

MORTERM LIMITED

(hereinafter referred to as the Employer)

and

TEAMSTERS UNION LOCAL NO. 879

(hereinafter referred to as the Union)

Covering

THE ACTIVITY OF STEVEDORING

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ARTICLE 1: RECOGNITION

- 1.1 The Employer recognizes and acknowledges the Union as an exclusive bargaining agent for all employees of the Employer engaged in the stevedoring function at its marine terminal located at 5353 Maplewood, Windsor, Ontario, specifically the hooking and unhooking of cargo to be loaded or discharged from ships, save and except supervisors, persons above the rank of supervisor, clerical staff, and persons performing duties typically performed by non-union personnel, such as operation of lift trucks in ships holds, crane operating, controlling and directing crews. It is further agreed that activity covered under this agreement will exclude any activity covered by the Agreement between The Essex Terminal Railway Company and the Union, which covers the activity of employees engaged in the activity of warehousemen.
- 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 with respect to the terms of this Agreement 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 Union Local No. 879 Union's dues deductions are made, an amount equal to the Teamsters Union Local No. 879 Union's monthly dues, for the duration of the Agreement, as their financial contribution to the Teamsters Union Local No. 879.
- 2.3 All employees hired, shall, as a condition of continued employment, authorize the Company to deduct the amount equal to the Teamsters Union Local No. 879 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. The Company agrees to remit such monies so deducted to the head office of the Teamsters Union Local No. 879 Union along with a list of the employees from whom the money was deducted, at the same time as the Union dues are remitted.

- 2.4 The Company agrees, for the duration of this Agreement to deduct from their pay the monthly dues of any employee covered by this Agreement, and to remit such monies so deducted to the head office of the Teamsters Union Local No. 879 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.
- 2.5 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 Union Local No. 879 in such written notice and forward such monies to the Teamsters Union Local No. 879 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.
- 2.6 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 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.
- 2.7 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.
- 2.8 The deduction of Union dues shall be made from every employee, including part-time and probationary employees.
- 2.9 The Company will show the yearly total of dues deductions on the employees’ T4 slips.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 The Union agrees and acknowledges that the Employer has the exclusive right to manage the business and exercise such right without restriction, save and except such prerogatives of management as may be specifically modified by the terms and conditions of this Agreement.

Without restricting the generality of the foregoing paragraph, it is the exclusive function of the Employer:

a) To maintain order, discipline and efficiency, to determine the size and direction of the work force, to determine qualification, classify, transfer, hire, direct, promote, demote, lay-off, discipline and discharge employees for just cause save and except probationary employees who may be terminated during their probationary period for any reason sufficient to the Employer and to increase and decrease working forces in accordance with the terms of this agreement.

b) To determine the methods and procedures of production, the materials to be used, design of the products to be handled, facilities and equipment required, scheduling of work and locations of equipment.

c) To determine the rules and regulations to be observed by the employees, violations of which may be the cause for discipline and may include discharge.

3.2 The Employer recognizes that the employee and the Union have recourse through the grievance procedure if they feel that the Employer has exercised any of the foregoing rights contrary to the terms of this Agreement.

At the request of the employees concerned, incidents of alleged discharge for cause shall be in writing.

ARTICLE 4: GRIEVANCE PROCEDURE AND ARBITRATION

4.1 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.

4.2 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.

- 4.3 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.
- 4.4 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.
- 4.5 (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.
- 4.6 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.
- 4.7 The time limits provided in this Article may be extended by mutual agreement of the Employer and the Union.

ARTICLE 5: NO STRIKES, NO LOCKOUTS

- 5.1 During the term of this Agreement the Employer will not cause or sanction a lockout. The Union will not cause or sanction or permit its members to cause nor

will any member of the Union take part in any sit-down, stay-in or slowdown or any curtailment of work, or restriction of, or interference with production of the Employer. The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operations, or picket the Employer's plant or premises. The Employer reserves the right to discipline any employee who violates any provision of this clause.

ARTICLE 6: SENIORITY

- 6.1 The purpose of seniority is to provide a policy governing lay-offs and recalls.
- 6.2 In the event the Employer deems it necessary at any time to reduce the work force and lay off one or more bargaining unit employees, the Employer shall consider:
- 1) the seniority of the employees; and
 - 2) the qualifications of the employees, provided that, where the qualifications are relatively equal, seniority shall be the determining factor.
- 6.3 The parties further recognize that a general lay-off of the bargaining unit will occur annually at the official closing date of the St. Lawrence Seaway. Such annual lay-off date may be extended at the Employer's discretion.
- 6.4 Employees will be recalled to work in the reverse order in which they were laid off. Employees laid off must maintain on record with the Employer a current mailing address and telephone number.
- 6.5 A seniority list containing the names and dates the employees obtained seniority in accordance with Article 6.7 will be prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for the stewards and the Union office.
- 6.6 An employee's seniority and employment shall be terminated for any of the following reasons:
- a) if an employee voluntarily quits.
 - b) if an employee is discharged and is not reinstated pursuant to the grievance procedure in this Agreement.
 - c) if an employee cannot be contacted immediately by telephone at his last telephone number provided to the Company, or is otherwise unavailable for work, for three work assignments.
 - d) if an employee has been laid off and has failed or refused to return to work

within twenty-four (24) hours after being contacted.

e) if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days.

f) if an employee is laid off and not recalled for a period extending beyond six (6) consecutive working months, "working months" being those months during which the St. Lawrence Seaway is open for shipping operations.

6.7 Employees shall be considered probationary until placed on the seniority list. 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 800 hours in a calendar year. Upon completion of the probationary period the employee's name shall be placed on the seniority list indicating the date he achieved seniority. During his employment on a probationary basis an employee may be discharged or disciplined without recourse to the Grievance procedure. Employees hired prior to signing of this agreement will accrue seniority rights and shall rank in accordance with the order set out in Schedule "A" hereto.

6.8 The Company reserves the right to utilize employees of temporary personnel agencies as required. These individuals will receive the rate of pay, and accrue seniority rights as if they were hired directly by the Company

ARTICLE 7: UNION REPRESENTATIVE

7.1 The Business Representative of the Union shall have access to all jobs during working hours, but in no case shall his visits interfere with the progress of the work, and he shall notify the Terminal Manager or his designate, whichever is applicable, before visiting the job site.

7.2 The Employer agrees to recognize such reasonable number of stewards as may, from time to time, be appointed by the Union, but shall not be obliged to recognize such stewards until it has been informed in writing of the name of stewards as they are appointed. Stewards will be elected from the seniority list falling under this Collective Agreement.

7.3 One Steward shall be one of the last two employees (covered under the terms of this Agreement) to remain working, provided such steward is capable and qualified to perform the work required.

ARTICLE 8: HOURS OF WORK AND WORK ASSIGNMENTS

8.1 Stevedoring operations will be carried out on a twenty-four (24) hour, seven days per week basis, as and when required to meet customer needs. There shall be no

guarantee of hours of work in any particular week.

A work assignment will be considered all work performed on a ship from the arrival of the ship until its departure. Work will be assigned first from the seniority list, according to seniority and then from probationary employees as selected by the Terminal Manager or his designate.

ARTICLE 9: MEDICAL EXAMINATIONS

9.1 Any medical examination requested by the Employer shall be promptly complied with by all employees provided, however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician.

ARTICLE 10: OVERTIME

- 10.1 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) Overtime will be paid for work in excess of eight (8) continuous hours per day, forty (40) hours per week, Sundays and holidays.

ARTICLE 11: MEALS AND BREAK PERIODS

11.1 Employees will be entitled to 2 - 15 minutes paid breaks and a one-half (1/2) hour unpaid meal break per eight (8) hour shift.

ARTICLE 12: BULLETIN BOARD

12.1 The Employer agrees to permit posting of any notices of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose provided that such notices are authorized and signed by an officer of the Local Union.

ARTICLE 13: VACATION PAY

13.1 An amount of 4% gross wages will be added to each pay cheque. An employee who completes six consecutive years of employment will be paid 6% of his gross wages.

ARTICLE 14: GENERAL HOLIDAYS

14.1 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	

14.2 Employees shall be entitled to and shall be granted a holiday with pay on each of the above noted general holidays falling within any period of his employment, with the pay for such holiday being the equivalent of one-twentieth of their wages earned during the previous thirty (30) calendar days, provided that:

(i) they have been in the employ of the Employer for thirty (30) calendar days immediately preceding the Holiday;

(ii) they have worked on at least fifteen (15) days in the thirty (30) calendar days preceding the Holiday.

(iii) they have not refused to work on the holiday when asked.

14.3 Any work performed on any of the Holidays for which an employee would qualify for holiday pay in accordance with Article 14.2 above shall be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay in addition to the Holiday pay to which the employee would be entitled pursuant to Article 14.2 above.

14.4 Canada Day may be observed on an alternate day at the Company's discretion.

ARTICLE 15: PAY PERIOD

15.1 Employees will be paid weekly, on Friday and their pay stub will indicate the number of regular hours worked, any overtime hours worked, and any and all deductions made therefrom.

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

ARTICLE 16: CALL-IN

16.1 Employees called in to work shall be guaranteed two (2) hours pay.

ARTICLE 17: WAGES -- STEVEDORE

(i) WAGE RATES

Wage rates for employees covered by the terms of Agreement working in the Stevedore classification shall be as follows:

EFFECTIVE JANUARY 1, 2016	\$14.40 per hour
EFFECTIVE JANUARY 1, 2017	\$14.55 per hour
EFFECTIVE JANUARY 1, 2018	\$14.70 per hour
EFFECTIVE JANUARY 1, 2019	\$14.85 per hour
EFFECTIVE JANUARY 1, 2020	\$15.00 per hour

ARTICLE 18: WAGES - SIGNAL MAN

(i) WAGE RATES

Wage rates for employees covered by the terms of this Agreement working in the signal man classification shall be as follows:

EFFECTIVE JANUARY 1, 2016	\$16.90 per hour
EFFECTIVE JANUARY 1, 2017	\$17.05 per hour
EFFECTIVE JANUARY 1, 2018	\$17.20 per hour
EFFECTIVE JANUARY 1, 2019	\$17.35 per hour
EFFECTIVE JANUARY 1, 2020	\$17.50 per hour

ARTICLE 19: RULES & REGULATIONS

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

ARTICLE 20: DURATION OF AGREEMENT


- 20.1 This Agreement shall become effective on the 1st day of January, 2016, and shall continue to remain in effect until the 31st day of December 2020, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision of this Agreement within one hundred and twenty (120) days before the 31st day of December 2020, or in a like period in any year thereafter.
- 20.2 Negotiations shall be entered into as quickly as possible.
- 20.3 This AGREEMENT shall be binding upon the Parties hereto, their Successors, Administrators, Executors and Assigns.
- 20.4 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 11 DAY OF April, 2016.

MORTERM LIMITED

by: 
Teresa Boutet, Vice President

TEAMSTERS UNION LOCAL NO. 879

by: 
Rick Parent, V P & Business Representative

by: _____

SCHEDULE "A"

SENIORITY LIST AT: JANUARY 1, 2016

1.

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SCHEDULE "B"

RULES AND REGULATIONS

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 Employer's 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 Employer 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, on the Employer's property, or reporting for duty while under the influence of an intoxicant or illegal stimulant is strictly prohibited.

1st offense	-	SUBJECT TO DISMISSAL
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- 3.2 Theft or willful damage:

1st offense	-	SUBJECT TO DISMISSAL
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- 3.3 Failure to obey instructions of authorized personnel (names of persons in authority to be posted):

1 st offence	-	Reprimand
2 nd offence	-	3 days off
3 rd offence	-	SUBJECT TO DISMISSAL

3.4 Deliberate disobedience of orders of authorized personnel:

1 st offence	-	1 week off
2 nd offence	-	SUBJECT TO DISMISSAL

3.5 Failure to notify the Employer 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:

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

3.6 Reporting late for work without a reasonable explanation:

1 st offence	-	Reprimand
2 nd offence	-	1 day off
3 rd offence	-	3 days off
4 th offence	-	SUBJECT TO DISMISSAL.

3.7 Note "day off" will be defined as a twenty-four (24) hours period and will commence with the next consecutive call-in entitlement.

3.8 It is understood that the above noted schedule of penalties is to be used as a guideline. The seriousness of the offence will determine the discipline to be imposed, which may include the bypassing of steps up to and including termination where deemed appropriate by the Employer.

SCHEDULE "C"

Letter of Understanding

INCENTIVE PAY

Employees will receive incentive pay under the following conditions:

1. Each employee will be paid \$50 for working all required hours through to completion of vessel for 2 or more days' work.
2. Each employee will be paid \$25 for working all required hours through to completion of vessel if less than 2 days' work.

This letter is subject to cancellation by either party with 30 days' notice.

THE ESSEX TERMINAL
RAILWAY COMPANY



Teresa Boutet
Vice President

TEAMSTERS UNION LOCAL NO. 879



Rick Parent
V P & Business Representative

Dated at Windsor, Ontario this 11 day of April, 2016.