Docusign Envelope ID: AD93A92F-ECCC-8058-8091-ACE312C18E62

AGREEMENT

for the Period

January 1, 2027, to December 31, 2029

between

THE ESSEX TERMINAL RAILWAY COMPANY

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING

ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

(United Steelworkers)
Local 1976C-37

representing

FREIGHT OFFICE EMPLOYEES

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AGREEMENT
between
THE ESSEX TERMINAL RAILWAY COMPANY
and its
FREIGHT OFFICE EMPLOYEES
represented by
UNITED STEELWORKERS
LOCAL 1976C-37

The 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, classify, direct, transfer, layoff, promote, suspend, discipline and discharge employees for just cause, subject to the right of an 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, work stations 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.

Union Recognition: The Company recognizes the Union as the sole collective bargaining agent of employees engaged in the Freight Office.

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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 January of each year.

	2027	2028	2029
	4%	4%	4%
CLERK	$ 28.26	$ 29.39	$ 30.56
New Hires			
First Year %	85%	85%	85%
1st $	$ 24.02	$ 24.98	$ 25.98
Second Year %	90%	90%	90%
2nd $	$ 25.43	$ 26.45	$ 27.51
Third Year %	95%	95%	95%
3rd $	$ 26.84	$ 27.92	$ 29.03

A lump sum payment of $500 will be paid on the second pay of January 2027 to full-time employees.

Employees on a WSIB approved workplace injury claim working modified duties will be paid at 100% of above rates. An employee will be considered to be on modified duties if the employee is unable to perform the essential duties of their regular job.

ARTICLE 1.2 Shift Differential: A shift differential of 60 cents per hour will be paid to all employees whose regularly assigned shifts commence between 20:00 hours and 05:00 hours. The shift differential will be paid on time worked only, and overtime shall not be calculated on the shift differential, nor shall the shift differential be paid for absence from duty such as vacations, general holidays, etc.

ARTICLE 1.3 The Company will issue pay cheques every second Thursday for the two-week period ending the prior Saturday.

ARTICLE 2 **Benefits**

ARTICLE 2.1 Weekly Indemnity: The Company agrees to a 1/4/26 plan providing payment equivalent to disability benefits provided by the Employment Insurance Act, with 65% of premiums paid by the Company and the balance paid by the employee.

ARTICLE 2.2 Group Insurance: The program provides $45,000 with the Company paying all premiums. Employees will have the option to purchase optional life insurance in units of $5,000 up to a maximum of $100,000 per employee.

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ARTICLE 2.3 Accidental Death and Dismemberment: The program will continue with the Company paying 100% of the premium cost for $36,000 coverage.

ARTICLE 2.4 Extended Health Care: 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-imbursement will be limited to the cost of the lowest priced interchangeable drug. Coverage for non-generic drugs will be provided only when medically necessary. Semi-private hospitalization is available at the employee's expense. Out of country medical coverage will be provided with the Company paying 100% of the premium.

ARTICLE 2.5 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 $1,300 per family member per year at prior year's ODA schedule.

ARTICLE 2.6 Vision Plan: The Company agrees to pay $400.00 per eligible family member once per twenty-four (24) month period upon presentation of satisfactory evidence that the employee or family member has purchased eye glasses prescribed by a qualified physician. The benefit may be used toward the cost of an eye exam.

ARTICLE 2.7 Conditions for Loss of Medical / Dental 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 17 weeks, the Company paid or Company-employee paid benefits will be suspended as of the first day of the 18th week. Employees on layoff for three (3) months or longer will have to work 30 shifts before benefit status or company paid premium contribution is reinstated.

ARTICLE 2.8 Retirees: For employees retiring with pension after fifteen (15) years or more of continuous service the Company will pay:

ARTICLE 2.8.1 Retiring allowance of $3500.00 will be paid by the Company to the retiree.

ARTICLE 2.8.3 Employees age sixty-three to sixty-five (63 – 65) retiring with pension after 15 or more years of continuous service, the Company will pay the entire premium for an 80% - 20% co-pay EHC plan. No EHC for retirees after age sixty-five (65).

ARTICLE 2.9 Bereavement: Upon the death of an employee's spouse or common law partner, employee or spouse's child or stepchild, employee's brothers or sister, the parent or stepparent of the employee or employee's spouse, employee's grandparent or step-grandparent or grandchild (step), the employee shall be entitled to 10 days of bereavement leave with the first three (3) days without loss of pay. Time off may be adjusted to cover the actual date of the funeral service.

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ARTICLE 2.9.1 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 children and the children of the employee's spouse, the employee's brothers or sisters, the grandchildren, 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 Personal Leave- Employees will be granted Personal Leave Days in accordance with prevailing labour legislation. Provided the employee has completed 3 months of consecutive, continuous employment, Personal Leave days will be paid at their regular wage for normal hours of work for a minimum of 2 days, or greater, according to prevailing labour legislation. The first 2 Personal Leave days may be requested without explanation.

ARTICLE 3 Hours of Work, Meal Period and Rest Breaks

ARTICLE 3.1 Definition of Work Week: Thirty-five to forty (35-40) hours over four to five days shall constitute a week's work. Days off will be consecutive.

ARTICLE 3.1.1 Hours of service shall be established as conditions may require and shall not be changed without twenty-four (24) hours' notice.

ARTICLE 3.2 Overtime: Employees will not be required to suspend work during regular hours to absorb overtime.

ARTICLE 3.2.1 Overtime, when available will be offered on a rotating basis – to be distributed as equitably as possible.

ARTICLE 3.2.2 Overtime: Time worked by proper authority on any day in excess of the scheduled hours per day or forty (40) straight time hours in any work week exclusive of meal period, will be considered as overtime and paid on the actual minute basis at rate and one-half.

ARTICLE 3.3 Meal Period: The meal period shall not be less than one half hour, to commence at the end of the fourth hour of work or as mutually agreed upon.

ARTICLE 3.3.1 Overtime Meals: The Company will provide $15.00 toward the value of an overtime meal if an employee is required to work ten (10) or more hours in one shift.

ARTICLE 3.3.2 Meal Period Worked: If the meal period is worked it shall be paid at rate and one-half, and twenty (20) minutes with pay in which to eat, shall be afforded at the first opportunity.

ARTICLE 3.4 Flexible Hours: may be introduced subject to Article 3.1.1 providing for a minimum of seven (7) hours service, exclusive of meal period and a

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maximum of ten (10) hours which shall constitute a day's work, and thirty-five (35 - 40) hours, constitute a week's work.

ARTICLE 3.5 There will be two (2) paid ten (10) minute rest periods. Such breaks will be scheduled at management`s discretion.

ARTICLE 3.6 Regular days off: Employees will be assigned regular days off-duty in each week, Saturday and Sunday, if possible. If required to work on such regular day off, they shall be paid at rate and one-half on the actual minute basis.

ARTICLE 3.7 Call-in: If an employee is called to perform work before or after the regular work period they shall be paid at rate of time and one-half on the actual-minute basis with a minimum of four (4) hours at rate and one-half.

ARTICLE 4 **Assignments**

ARTICLE 4.1 Temporary Assignments: A "temporary assignment" contemplates the fulfillment of the duties and responsibilities of the position during the time occupied whether the regular occupant of the position is absent or whether the temporary assignee does the work, regardless of the presence of the regular employee. Assisting a higher-rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

ARTICLE 4.2 Compensation: Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to lower rated positions shall not have their rates reduced.

ARTICLE 5 **Advertisement of Positions**

ARTICLE 5.1 New positions or vacancies will be promptly bulletined for three (3) calendar days and copies of bulletins posted where they will be available to all employees. Employees desiring such positions will file their applications with the designated officer within that time and an appointment will be made within five (5) calendar days thereafter; such position or vacancy may be filled temporarily pending an assignment. The bulletin will state title of position, duties, experience and ability required to satisfactorily perform the requirements of the posted position, assigned hours of service, meal period and rate of pay. The name of the appointee will immediately thereafter be posted where the position or vacancy was bulletined.

ARTICLE 5.1.1 New positions or vacancies of a known duration of two (2) weeks or longer, other than annual vacations, will be bulletined.

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ARTICLE 6 **Filling of Positions**

ARTICLE 6.1 Copies of bulletins and names of applicants for new positions or vacancies will be furnished to the representative of the Union upon request.

ARTICLE 6.1.1 Vacancies and Vacation or Leave of Absence: An employee on leave of absence or on vacation when a vacancy occurs will not be barred from claiming position and receiving the appointment if entitled to it, providing such claim is made upon their return to work.

ARTICLE 6.2 Abolishment of Positions: Not less than forty-eight (48) hours advance notice will be given when regularly assigned positions are to be abolished, except in the event of a strike or work stoppage by employees in the railway industry, in which case shorter notice may be given.

ARTICLE 7 **Promotions**

ARTICLE 7.1 Promotions shall be based on ability, merit and seniority; ability and merit being sufficient, seniority shall prevail. The officer of the Company shall be the judge, subject to appeal.

ARTICLE 7.1.1 Should an employee not be promoted in their turn, the Union will be provided in writing with the reasons therefore.

ARTICLE 7.2 Retention of Seniority: Employees promoted or transferred to positions not covered under this Agreement shall retain their rights and continue to accumulate seniority for a period not exceeding six (6) months.

ARTICLE 7.2.1 Employees covered by this Agreement will be given consideration with other employees in the making of appointments to official positions on the Railway.

ARTICLE 7.4 Declining Promotion: Employees declining promotion shall not lose their seniority.

ARTICLE 8 **Seniority**

ARTICLE 8.1 Seniority List: A Seniority List of all employees covered by this Agreement, showing name, date of entry into the service and date of last promotion will be posted in places accessible to those affected.

ARTICLE 8.1.1 The list will be revised in January of each year and will be open for correction for a period of sixty (60) calendar days from date of posting on presentation of proof of error by an employee or the Union. The representative of the Union shall be furnished with a copy of the list.

ARTICLE 8.2 Probationary Employees: A new employee will not be regarded as permanently employed and will not qualify for benefits per Article 2 until after six (6) months service, and if retained will then rank on the Seniority Roster

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from the date first appointed to a position covered by this Agreement. In the meantime, unless removed from the service for a cause, which in the opinion of the Company renders them undesirable for its service, the employee will be regarded as coming within the terms of the Agreement.

ARTICLE 8.3 Reducing / Increasing Forces: In reducing forces, seniority shall govern. At least forty-eight (48) hours' notice of proposed staff reduction shall be given. Employees whose positions are abolished, or who are displaced, may exercise their seniority rights over junior employees. When forces are increased, employees will be returned to the service and positions formerly occupied in the order of their seniority. Employees desiring to avail themselves of this Article must file their names and addresses with the proper officer.

ARTICLE 8.4 Loss of Seniority: An employee's employment shall be terminated for any of the following reasons:

ARTICLE 8.4.2 if an employee is discharged and is not reinstated pursuant to the grievance procedure as provided in this Agreement;

ARTICLE 8.4.3 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 certified mail to the employee's last known address to return to work, and the employee will be allowed no more than seven (7) calendar days from the date of such notification to report for duty, unless a reason satisfactory to the Company is provided. Notification will mean the day the Post Office delivered to last known address;

ARTICLE 8.4.4 if an employee takes employment other than that declared and agreed upon when applying for the leave of absence;

ARTICLE 8.4.5 if an employee is absent from work without securing a leave of absence for more than three (3) consecutive working days;

ARTICLE 8.4.6 If an employee has had no compensated service for a period of twenty-four (24) months or has been laid off for twelve (12) months.

ARTICLE 8.4.7 Employees on leave of absence will, after three (3) months, lose their seniority unless mutually agreed between the Railway and the Union. This is not intended to apply in cases of sickness which are in the opinion of the Railway and the Union bona fide.

ARTICLE 8.5 Transfer: Except as mutually agreed between the Company and the Union, an employee accepting a transfer to a position covered by another wage Agreement will lose their seniority rights.

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ARTICLE 9 **Held off on Company Business**

ARTICLE 9.1 Medical Examinations: Employees will be paid their regular hourly rate to a maximum of two (2) hours while securing medical examinations requested by the Company.

ARTICLE 10 **Investigations and Discipline**

ARTICLE 10.1 An employee disciplined, or who considers themselves unjustly treated, shall have a fair and impartial hearing, provided written request is presented from a union representative to the immediate superior within ten (10) working days of the date of the advice of discipline, and the hearing shall be granted within ten (10) working days thereafter.

ARTICLE 10.2 Notification of Investigation: An employee will be given a letter stating cause of discipline. A transcript of evidence taken at the investigation or on the appeal will be furnished on request to the Union.

ARTICLE 10.3 Representation: At the hearing or on the appeal, the employee must be represented by the officers of the Union.

ARTICLE 10.3.1 Employees serving as officers of the Union shall be granted leave of absence for the adjustment of differences between the Railway and the employees.

ARTICLE 10.4 Decision: A decision will be rendered within ten (10) working days after the completion of hearing. If an appeal is taken, it must be filed with the next higher officer and a copy furnished the officer whose decision is appealed within ten (10) working days of date of decision. The hearing and decision on the appeal shall be governed by the time limits of the preceding Article 10.1.

ARTICLE 10.4.1 If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be returned to former position and paid for all time lost.

ARTICLE 10.4.2 Employee's File: No record of discipline or caution will be placed in an employee's file until a copy of such record is first furnished the employee and Local Chairman in accordance with Article 10.4.

ARTICLE 10.4.3 Records of discipline and/or cautions will be removed from an employee's file on the third anniversary date of the most recent incident.

ARTICLE 11 **Grievance Procedure**

ARTICLE 11.1 General Description: Should an employee have a complaint arising from the interpretation or alleged violation of this Agreement, or if the employee

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considers they have been unjustly disciplined, the grievance procedure shall be as follows:

ARTICLE 11.2 Step 1: The employee's union representative who has a grievance will meet with the Traffic Supervisor or other official designated by the Superintendent to discuss their grievance within three (3) working days of when the employee knew or should have known of the violation or matter complained of but in no circumstance later than fifteen (15) days after the occurrence. This will initiate the grievance procedure.

ARTICLE 11.3 The employee must be accompanied by a Union Representative and the Traffic Supervisor may be accompanied by another member of management. The Traffic Supervisor shall provide an oral decision within three (3) working days following oral notification of the complaint to the Traffic Supervisor.

ARTICLE 11.4 Step 2: If a satisfactory settlement is not reached at the foregoing step, the grievance shall then be submitted in writing to the Superintendent or their representative by the Unit Chair within ten (10) working days of the Traffic Supervisor's decision from Step 1, submitting any information relating to the grievance which may help to clarify the matter. The Superintendent will render their decision in writing within ten (10) working days of receipt of the grievance.

ARTICLE 11.5 Step 3: If the decision of the Superintendent is not satisfactory the Local Union President may appeal in writing to the Railway President or their designate within thirty (30) days of the Superintendent's decision. At the same time, the Union may submit any additional information relating to the grievance which may help clarify the matter. The Railway President or their designate will render their decision in writing on a grievance within thirty (30) days of receipt of the grievance.

ARTICLE 11.6 Time Claims: Employees will be advised promptly in writing through the proper officer, with the reason, if time claimed is not allowed in full. In case time is disputed, the time not in dispute will be paid in the current pay period. Time cheques will be issued upon request for any shortage of eight (8) hours or more.

Should a pay error occur due to an employee's failure to punch in/out on any given shift, and not reporting it immediately to their supervisor for correction; the employee will be required to have the correction made on the following payroll and not be paid out prior to then.

ARTICLE 11.7 Time Limitation: The time limits foreseen at the various steps of the grievance and arbitration procedure may be extended by mutual consent, in writing, by both the Company and the Union.

ARTICLE 11.7.1 The use of the word "day" with respect to actions to be taken in the grievance procedure shall be interpreted as meaning calendar day except where otherwise provided herein.

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ARTICLE 11.7.2 All time limits in Article 10 and Article 11 will be automatically extended between the periods of December 22 and January 5 inclusive each year.

ARTICLE 11.8 Arbitration: Any allegation by either the Union or the Company that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance, if by the Union to management, and if by the Company to the Local Union President. Such grievance shall be submitted to the other party within ten (10) working days of the alleged violation or matter complained of.

ARTICLE 11.8.1 Thereafter, the grievance shall be dealt with at Step 3 of the grievance procedure. In the case of a Company policy grievance, references to Local Union President and Railway President or their designate shall be reversed and the word “employee” shall be substituted with “the Company”. Failing satisfactory settlement at Step 3, the policy grievance may be referred by either party to arbitration within the time limits provided in this Agreement.

ARTICLE 11.8.2 An Arbitrator shall have the power, with respect to policy grievances filed by the Union or the Company, to award damages as a remedy with respect to said policy grievance.

ARTICLE 11.8.3 If the decision from Step 3 of the grievance procedure is not satisfactory to the grieving party, such grievance may be submitted to arbitration provided written notice of the referral to arbitration is served on the other party within fifteen (15) days of the Step 3 reply or the expiry of the time period for delivery of the Step 3 reply.

ARTICLE 11.8.4 Upon notice from one party, following a failure to reach a satisfactory settlement at Step 3, that it intends to proceed to arbitration on a grievance, that party shall propose the names of three (3) possible Arbitrators to adjudicate the grievance.

ARTICLE 11.8.5 The party receiving the notice referring the matter to arbitration shall have seven (7) days to respond in writing to the proposed Arbitrators, either agreeing to have one of those proposed to adjudicate the grievance, or proposing the names of three (3) different Arbitrators.

ARTICLE 11.8.6 Failing agreement on the Arbitrator to hear the grievance within twenty-eight (28) days, either party may request that the Minister of Labour appoint an Arbitrator to hear the matter.

ARTICLE 11.8.7 The parties shall each pay an equal share of the expenses of the Arbitrator.

ARTICLE 11.8.8 The Arbitrator selected to hear the grievance shall have authority to make a final and binding determination with respect to the grievance. The Arbitrator shall have the power, in addition to the power conferred by the Canada Labour Code, to modify, cancel or substitute another penalty in respect of any disciplinary measures imposed by the Company, provided that reasonable grounds exist for so doing, and may order the Company to compensate an employee for losses occasioned as a result of any wrongful action by the Company. Notwithstanding the foregoing, the Arbitrator shall not have the

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jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and conditions of this Agreement, or to deal with any matter not covered by this Agreement.

ARTICLE 11.9 Retroactive Pay: Any settlement of a dispute which involves retroactive pay will be remitted to the employee as soon as possible, and not later than thirty (30) days after the settlement.

ARTICLE 12 **Holidays**

ARTICLE 12.1 Employees are entitled to and shall be granted a holiday with pay, on each of the following ten (10) general holidays, including a general holiday falling on an employee's rest day.

New Year's Day	Day of Truth & Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	
Labour Day	

ARTICLE 12.2 Substitution Days: In the event that one of the holidays specified in Article 12.1 falls on an employee's regular day off, the employee will be assigned a day off in lieu thereof within ten (10) days. Where a holiday falls on a Saturday or Sunday, it will be observed on the regular workweek day immediately preceding or following the holiday, as determined by the Company. Canada Day & Truth & Reconciliation Day may be observed on an alternative day at the Company's discretion

ARTICLE 12.3 Work on a Holiday: An Employee required to work on a holiday specified in Article 12.1 shall be paid for time worked at overtime rate.

ARTICLE 12.3.1 Shifts or tours of duty commencing between 24:00 hours on the eve of the general holiday and 23:59 hours on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

ARTICLE 12.4 Holiday Entitlement: In order to qualify for pay for any one of the first ten (10) holidays specified in Article 12.1 of this Article, an employee;

ARTICLE 12.4.2 Must be available for duty on such holiday if it occurs on one of their working days, excluding vacation days, if notified prior to completion of their last shift or tour of duty preceding such holiday that their service will be required. (This Article 12.4.2 does not apply in respect of an employee who is laid off or suffering from a bona fide injury other than one entitling them to receive Workplace Safety and Insurance Board payments):

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ARTICLE 12.4.5 An employee who is not required to work on a general holiday, shall be paid according to applicable labour legislation but will be no less than one twentieth of the wages, excluding overtime pay, that the employee earned with the employer in the four-week period immediately preceding the week in which the general holiday occurs.

ARTICLE 12.5 Employee Not Qualifying for Holiday: An employee who does not qualify under Article 12.4 with respect to pay for a general holiday, and who is required by the Company to work on that day, shall be paid at the rate of time and one-half for work performed on the holidays.

ARTICLE 12.6 Vacation Day and General Holidays: A qualified employee whose vacation period coincides with any of the holidays specified in Article 12.1 of this Article shall receive an extra day's vacation with pay to which the employee is entitled for that general holiday, and such day shall be taken at the beginning or end of that vacation period.

ARTICLE 13 **Vacation**

ARTICLE 13.1 Less than One Year Employment: An employee who at the beginning of the calendar year has completed not less than six hundred and eight (608) hours cumulative compensated service in the preceding calendar year, or who has previously been qualified to receive vacation, shall be allowed 1 hour vacation with pay for every twenty-six(26) hours worked during the preceding calendar year, with a maximum of eighty (80) hours or 4% of the previous year's gross wages, whichever is greater, until qualifying for further vacation under Article 13.2 of this Article.

ARTICLE 13.2 Five Years Employment: An employee who at the beginning of the calendar year has maintained a continuous employment relationship for at least five (5) years shall be allowed 120 hours or 6% of the previous year's gross wages, whichever is greater, until qualifying for further vacation under Article 13.3 of this Article.

ARTICLE 13.3 Ten Years Employment: An employee who at the beginning of the calendar year has maintained a continuous employment relationship for at least ten (10) years, a maximum of 160 hours, or 8% of the previous year's wages, whichever is greater, until qualifying for further vacation under Article 13.4 of this Article.

ARTICLE 13.4 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 shall be allowed a maximum of 200 hours, or 10% of the previous year's wages, whichever is greater.

ARTICLE 13.6 Computation of Service - Time Off-duty: Provided an employee renders compensated working service in any calendar year, time off-duty on account bona fide illness, injury, to attend committee meetings, called to court as a

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witness, or for jury duty, not exceeding a total of 100 days in a calendar year shall be included in the computation of service for vacation purposes.

ARTICLE 13.6.1 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 their next vacation, the adjustment will be made at time of leaving.

ARTICLE 13.7 Vacation Entitlement: An employee covered by Article 13.2, Article 13.3, or Article 13.4 will be entitled to vacation on the basis outlined therein if on their fifth, ninth, eighteenth or twenty-eighth or subsequent service anniversary date they achieves the required days of cumulative compensated service, otherwise their vacation entitlement will be calculated as set out.

ARTICLE 13.8 Length of Vacation: Vacations may be divided into segments with a minimum of one (1) week, with the exception for allowing one (1) week of earned vacation to be taken as individual days which is mutually scheduled between the employee and the company based on operational requirements. Variation of this condition will only be considered if notice is given in writing at least two (2) weeks prior to the requested date.

ARTICLE 14 **Leave of Absence**

ARTICLE 14.1 When the requirements of the service will permit, employees on request will be granted leave of absence for a limited time with privilege of renewal.

ARTICLE 14.2 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 scheduled number of hours they would have worked at the straight-time rate applicable to the service last performed, less the amount allowed them for jury duty for each day (excluding allowances paid by the court for meals, lodging or transportation), subject to the following requirements and limitations:

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.

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.

No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted their vacation dates will not be required to change their vacation because they are called for jury duty.

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Employees attending court or investigations at the request of the proper officials of the Railway, or required to attend inquests, in which the Railway is concerned, will be paid at scheduled rates for the scheduled number of hours they would have worked and reasonable expenses. This will not apply where employees are required for examination for promotion, disability, to meet legal requirements, or in connection with irregularities for which they are found to be responsible. Any fee or mileage accruing will be assigned to the Railway.

ARTICLE 14.3 Leaves for Victims of Family Violence-Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to 10 days in every calendar year, in order to enable the employee, in respect of such violence, to seek and obtain the services needed such as counselling, medical attention, legal or law enforcement assistance, or to relocate. If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first five 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 be considered to be wages. Payment formula will be determined by applicable labour legislation.

ARTICLE 14.4 Employees who have been elected or appointed by the Union to attend Union conventions or conferences, or other Union business may be granted leave of absence by the company. The Union will notify the company in writing, as early as possible prior to the start of the leave, of the names of the members requiring leave. Seniority will accumulate during such period.

ARTICLE 14.5 The Company agrees to continue the pay of any employee absence from work on Union business which is not paid for by the Company as provided for elsewhere in the Agreement, and the union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such a leave of absence shall be authorized in writing by the Union.

ARTICLE 15 **Union**

ARTICLE 15.1 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.

ARTICLE 15.2 The Company shall deduct Union Dues including, where applicable, initiation fees and assessment, on a bi-weekly 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

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H1V 2L1; in such form as directed by the Union to the Company 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 4026 Meadowbrook Drive, Unit 127, London, ON N6L 1C7.

The remittance and completed Due Remittance Form shall be accompanied by a Statement containing the following information:

a) A list of names and addresses of all employees from whom dues were deduced and the amount of the deducted along with their hours worked 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 forms of as shall be directed by the Union to the Company.

ARTICLE 15.3 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.

ARTICLE 15.4 When preparing T-4 slips for the employees, will enter the amount of Union Dues paid.

ARTICLE 16 **Miscellaneous / Work Conditions**

ARTICLE 16.1 Working Conditions: The Company will give notice of any material change in working conditions or alterations in conditions of employment of a permanent nature and be prepared to discuss same with the employees or their representatives.

ARTICLE 16.2 Mileage Allowance: Transportation shall be granted in accordance with the standard regulations of the Railway. Where an automobile mileage allowance is paid, such allowance will be paid in accordance with company policy.

ARTICLE 17 **Agreement**

ARTICLE 17.1 Agreement Effective: This Agreement is effective January 1, 2027, except as otherwise provided herein. It will remain in force until December 31, 2029, and thereafter until revised or superseded, subject to 90 days' notice in writing from either party to the agreement of desire to revise, amend or terminate it.

ARTICLE 17.2 Such notice may be served at any time subsequent to September 30, 2029.

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SIGNED FOR:

ESSEX TERMINAL RAILWAY COMPANY

Signed by:
Jack Weston
1565A36D0EB74F7...

Jack Weston
Director of Operations

DocuSigned by:
Kelly Woodman
1BA9C3ED2B50453...

Kelly Woodman
Human Resources Manager

United Steelworkers LOCAL 1976C-37

DocuSigned by:
Jonathan Grdic
8497ED9B4DDA451...

Jonathan Grdic
Business Agent, United Steelworkers Local 1976C-37

Signed by:
Sandra Leclair
98B5CCE1DE8E43D...

Sandra LeClair
Steward, United Steelworkers Local 1976C-37

Signed by:
Darren Whittaker
6DD9693B59784D4...

Darren Whittaker
Staff Representative, United Steelworkers Local 1976C-37

Dated at Windsor, Ontario this 29 day of October, 2026.

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APPENDIX A

United Steelworkers (The Union)

and

Essex Terminal Railway Company (The Company)

Whereas
The Company and the Union are parties to a collective agreement

Whereas
Article number 3.1 of the collective agreement provides for a work week of 35 to 40 hours and

Whereas
An employee may request that their regular scheduled work week include weekend shifts and

Whereas
The Company cannot guarantee that weekend work will always be available.

Therefore, the parties agree to the following terms:

1. Notwithstanding the provisions of Article 3.1, the Company may schedule the employee to work a 35-to-40-hour work week that includes weekend shifts.

2. In the event that weekend shift(s) are not available, the Company may cancel the employee`s weekend shift(s) by 12:00 on Fridays.

3. The employee may request vacation days for any weekend shifts cancelled.

4. Deleted

5. This agreement is without prejudice to either party in any other matter.

6. This agreement shall remain in effect for so long as the collective agreement is in force unless one party gives thirty (30) days written notice of its desire to terminate the arrangement.

Docusign Envelope ID: AD93A92F-ECCC-8058-8091-ACE312C18E62

Agreed this 29 day of October 2026.

SIGNED FOR:

ESSEX TERMINAL RAILWAY COMPANY

Signed by:
Jack Weston
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Jack Weston
Director of Operations

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Human Resources Manager

UNITED STEELWORKERS LOCAL 1976C-37

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Staff Representative, United Steelworkers Local 1976C-37

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APPENDIX B

United Steelworkers (The Union)

and

Essex Terminal Railway Company (The Company)

Whereas
The Company and the Union are parties to a collective agreement effective January 1, 2027, to December 31, 2029, and

Whereas
Article number 3.1 of the collective agreement provides for a work week of 35 to 40 hours and

Whereas
The number of bargaining unit employees has been reduced and

Whereas
There is not sufficient workload to provide full time employment for an additional bargaining unit member pursuant to Article number 3.1 and

Whereas
The Company is able to employ one additional employee in the bargaining unit on a part time basis.

Therefore, the parties agree to the following terms:

1. Notwithstanding the provisions of Article 3.1, the Company may schedule an employee from outside the bargaining unit to work part time hours on weekends and to cover for employees who are absent due to vacation, illness or other reasons.

2. While the employee is employed part time in the bargaining unit they will be a bargaining unit member and their employment shall be subject to the terms of the collective agreement.

3. The Company shall deduct and remit to the Union dues for all hours worked in the bargaining unit by employee.

4. As long as the employee is employed in the bargaining unit on a part time basis, the Company will not lay off any other employee or reduce the hours of any other employee below what is provided for in the collective agreement.

5. This agreement is without prejudice to either party in any other matter.

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6. This agreement shall remain in effect for so long as the collective agreement is in force unless one party gives thirty (30) days written notice of its desire to terminate the arrangement.

7. Part-time employees will not be entitled to benefits under Article 2.1 through Article 2.6.

Agreed this 29 day of October 2026.

SIGNED FOR:

ESSEX TERMINAL RAILWAY COMPANY

Signed by:
Jack Weston
1565A36D0EB74F7...
Jack Weston
Director of Operations

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Human Resources Manager

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