

ARTICLE I

PURPOSE

- 1.01 The general purpose of this agreement is to establish satisfactory relations between the Company and the Union, and to provide machinery for the prompt disposition of grievances and to establish satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this agreement. The Company and the Union recognize that the terms of the collective agreement should contribute to operate successfully, ensure the sustainability and the growth of the Oshawa operations.
- 1.02 This agreement shall apply only to employees while engaged in the handling of cargo discharged from or loaded on vessels at the Port of Oshawa, as well as the loading and unloading of trucks and railcars.

ARTICLE II

RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for all their employees employed at the Port of Oshawa, excluding superintendents, watchmen, clerical staff, and other employed in the Company's office(s).
- 2.02 The Company agrees that it will not discriminate against any employee by reason of his union activities; however, it is understood and agreed that General foreman will not be appointed or selected to act as a member of the Grievance Committee, and if they are then the Company shall have the right to displace them as General foremen.
- 2.03 The Company shall agree that the General Foreman and Walking Boss/Walking Bosses employed by it shall be selected from among the members of the Union and the Company shall agree that their terms and conditions of employment are covered by this agreement.

ARTICLE III

RELATIONSHIP

- 3.01 Management recognizes the right of the Union to name or choose a President and Business Agent and shall agree to recognize each of these persons for the purpose of this agreement.

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- 3.02 At the opening of each operating season, or any other time, should it become necessary the Company and the Union shall discuss the number of gangs, (herein referred to as gangs) expected to be necessary to handle the normal operations during the season. At that time, the Union shall select persons from the Union membership for Walking Boss/Bosses and Hatch Tender positions.
- 3.03 A Hatch tender shall be named for each hold.
- 3.05 The General Foreman, Walking Boss/Walking Bosses and the Head Checker shall be paid an hourly premium in excess of the established base rates for Longshoremen. Such rates are outlined in Appendix III. of this agreement.
- 3.06 The Company shall inform the Union according to the provisions of this agreement as to the number of gangs or labour required by it from time to time. So that Union members will get preference the Union shall dispatch the Regular Gangs according to the requirements of the Company.
- 3.07 If the normal complement of gangs is not sufficient to handle the port's normal business, then a meeting between the Company and the Union can be called at any time.
- 3.08 When at any time gangs are short of the number of employees required, the Hatch Tender of such gangs shall inform the General Foreman or Walking Boss and they shall obtain additional employees from the Union. If no Union members are available from the list in Appendix I, then the gang shall be brought to full strength with non-union employees.
- 3.09 In the event that a General Foreman is discharged or quits or is not available for work, his place will be taken by the Walking boss or, if neither of them is available, then the Union shall name a new General foreman in his place from a list approved by the Company.
- 3.10 When ordering gangs, the Company and the Union shall discuss the gangs required when the type of operation requires special experience, and the gangs so named shall be supplied.
- 3.11 Employees who are formed into regular gangs will at all times report for work when their gangs are called out. If any employee is unable to report for work due to illness or any other cause, he will be required to inform dispatch in sufficient time so that a replacement may be informed to report for work.

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3.12 The Company and its employees are bound by the laws and regulations of the Canada labour code and all its regulations including those covering equipment and gear, to ensure safety and productivity.

3.13 Qualification

The Company trains and confirms employees on the qualifications.

ARTICLE IV

4.01 All vessels will be manned per cargo involved.

ARTICLE V

HOURS OF SERVICE

5.01 a) For the purpose of this agreement: The Company determines the appropriate work schedule based on operational needs among the following options:

Regular work periods	Starts at 7:00 am Work time: 7:00 am to 11:00 am Mealtime: 11:00 am to 11:30 am Work time: 11:30 am to 3:30 pm Mealtime: 3:30 pm to 4:00 pm Work time: 4:00 pm to 8:00 pm
Evening shift	Starts at 3:00 pm Work time: 3:00 pm to 7:00 pm Mealtime: 7:00 pm to 7:30 pm Work time: 7:30 pm to 11:30 pm
Bulk 12 hours shifts	Starts at 7:00 am Work time: 7:00 am to 11:00 am Mealtime: 11:00 am to 11:30 am Work time: 11:30 am to 3:30 pm Mealtime: 3:30 pm to 4:00 pm Work time: 4:00 pm to 7:00 pm Work time: 7:00 pm to 11:00 pm Mealtime: 11:00 pm to 11:30 pm Work time: 11:30 pm to 3:30 am Mealtime: 3:30 am to 4:00 am Work time: 4:00 am to 7:00 am

b) Grain – 3 shifts – 8 hours (Continuous operations):

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Replacement during a shift must occur at the place of work, simultaneously, between employees.

Day shift
From 7:00 am to 3:00 pm
Evening shift
From 3:00 pm to 11:00 pm
Night shift
From 11:00 pm to 7:00 am

The grain operations can start at any time of the day.

An 8-hour shift can be broken in 4-hour periods.

Employees will be paid as per article 6.03 a).

- c) Upon the implementation of a time management system, employees will register the beginning and the end of each work shift.

5.02 It is agreed that work normally terminates at the end of a shift but at the company's request work shall continue to as late as agreed upon between the Company and Union. However, in the event the Company requires to work past twelve hours (up to a maximum of 16 hours) the rate of pay shall be as per Appendix III.

5.03 During the term of this agreement, the Company and Union shall agree that all rates of pay shall be in accordance with Appendix III. of this agreement.

5.04 **MEAL HOURS:**

Meal hours are set according to the applicable work schedule as per article 5.01. Employees required to work through any of the above meal hours shall be paid the duration of the scheduled mealtime as per Appendix III.

5.05 When employees or gangs have worked past the hour, they shall be paid for the hour.

5.06 **Statutory holidays**

- a) The rate of pay for all hours worked on the following holidays or their day of observance shall be in accordance with Appendix III. of this agreement.

Family Day	Civic Holiday
New year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Canada Day

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Work schedule starting at:	Orders shall be placed by no later than:
7:00 am	3:00 pm the day before
11:30 am	7:00 pm the day before
3:30 pm	7:00 pm the day before
11:00 pm	2:00 pm the same day

Union provides the dispatch report to the Company no later than 15 minutes before the start of the shift.

The dispatch report provided to the Company will include the name of the employees as well as other information such as but not limited to, shift, work location, and assignment.

All orders when placed shall not be subject to cancellation, except as provided for in 6.04.

b) Extenuating circumstance shall be agreed upon by the Company and the Union.

6.02 If Monday is a Holiday then in ordering labour the Company shall place such orders with the Business agent or his representative no later than 10:30 a.m. on Sunday, indicating the initial start time. Re-ordering of labour for a subsequent period on the holiday Monday shall be done by the Company from period to period, on the holiday Monday at normal ordering times.

6.03 a) Any employee who started to work shall receive a minimum of 4 hours.

b) If cancelled twenty (20) minutes before the start of any work period, two (2) hours are to be paid as per Appendix III. Employees shall not be required to stand by.

6.04 The Company and the Union shall be the judge of the weather and working conditions and in each case shall determine whether work shall commence or shall be halted. The Company shall not unreasonably require work to be done in inclement weather.

6.05 Dispatch process

The Union recognizes its responsibility to dispatch the employees efficiently and ensure sufficient availability of qualified labor in accordance with Appendix IV.

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ARTICLE VII

GENERAL

- 7.01 The Company agrees that any new stevedoring operation undertaken by it in the Port of Oshawa involving the handling of cargo shall be governed by the provisions of this agreement.
- 7.02 When a Hatch tender cannot be seen, an extra employee shall be dispatched when required.
- 7.03 All orders to the employees must be issued through their General foreman, who in turn shall be subject to orders from the Company's Superintendents or their representative. It is understood that the General foreman as well as the Company's Superintendents or their representative have the duty to intervene directly to ensure proper application of Company's Policies, Regulations, standard operational procedure, health and safety and quality of service.
- 7.04 Pay day shall be each Thursday direct deposit. If a holiday falls on a Thursday pay day shall be preceding day. For the purposes of making up the payroll, the work week shall deem to end on Saturday midnight. It is the employee's responsibility to communicate any change in his personal contact information to the Company and to the Union-office.
- 7.05 In the event of technological change, employees will be trained accordingly.
- 7.06 The Company shall at all times supply gangs with suitable drinking water.
- 7.07 **Bereavement Leave**
In the event of a passing of the spouse or child of a Union member, he shall be entitled to a single bereavement period of five (5) regular working days following such passing.
In the event of a passing of other immediate family members, Union members shall be entitled to a single bereavement period of three (3) regular working days following such passing.
The Union may have to provide supportive document for a bereavement leave upon request by the Company.
During such period the employee shall be paid for those regular hours for which he would have been called to work.
- 7.08 **Union meeting**
Unless there is a prior agreement with the Company, Union business should not be conducted during working hours.

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- 7.09 The employee representative on the Health and Safety Committee will be paid the hourly base rate as outlined in Appendix II. (pg. 13) while performing predetermined activities with the Health and Safety Committee in accordance with the Canada Labour Code and its regulations.

ARTICLE VIII

PROGRESSIVE DISCIPLINE

- 8.01 It is the responsibility of the Company to apply disciplinary measures which includes verbal warning, written warning, suspension, or dismissal depending on the seriousness or frequency of the alleged offence.
- 8.02 Written warnings or disciplinary measures noted on an employee's file shall be used against him for a period of 2 000 worked hours or 18 months, whichever period is shorter.

New warnings or disciplinary measures of the same nature during this period will however extend it for an additional 2 000 worked hours or 18 months period, whichever is shorter.

ARTICLE IX

GRIEVANCES AND ARBITRATION

- 9.01
- 1) Any complaint by one or more employees will be communicated to the General Foreman and or union Business Agent who will inform immediately and verbally the management of Oshawa Terminal.
 - 2) If grievance is not resolved within five (5) working days, the Union must formulate a grievance in writing the five (5) working days following and forward it to the management of Oshawa Terminal to be submitted to the grievance committee.
 - 3) The Union shall appoint or otherwise select a grievance committee to consist of not more than five (5) persons and shall notify the company of the names of the members of the grievance committee. However, the Union and the Company shall have the right to appoint or otherwise select a substitute for any of the members of their respective grievance committee whenever they deem substitution necessary.
 - 4) All grievances submitted to the committee up to the Friday of the week preceding the committee meeting shall be dealt with at the quarterly grievance committee meeting. A grievance may be discussed at a maximum of three (3) grievance committee meetings. If the grievance is not settled at these meetings, it may be submitted to a single arbitrator. An arbitrator will be chosen by the parties or, by the ministry of labor if the said parties cannot agree on a choice of an arbitrator. The arbitrator's fees will be equally divided by the parties.

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- 5) The arbitrator will have jurisdiction over any matter relating to the interpretation or application of the agreement.
- 6) Any grievance that has not been settled or referred to an arbitrator after a period of nine months in accordance with the provisions of this article will be automatically considered withdrawn.
- 7) The arbitrator shall sit the maximum of thirty days from the date of his appointment unless an extension has been mutually agreed upon by the parties and shall render his decision and report to the parties within a reasonable time.
- 8) The arbitrator's decision will be final and binding for both parties.
- 9) In the event that management wished to file a grievance, it may do so following the procedure beginning with the first one, 8.01 a). Above and proceed there from as set forth in 8.01.

9.02 The Union and the Company agree that they will not uphold incompetence, shirking of work, pilfering, or broaching of cargo, drinking of alcoholic beverages on the job or reporting for work under the influence of alcohol. Subject to his rights to submit a grievance, any employee is subject to discharge or otherwise for committing any of the above offences or for any just cause. Any claim by an employee or by the Union that he has been discharged, disciplined, demoted, transferred, reprimanded, or otherwise disciplined without just or reasonable cause, may be the subject matter of a grievance. Any employee suspended or discharged by the Company will not be dispatched by the Union unless he is reinstated by agreement of the parties or by an arbitrator.

9.03 Charges against an employee resulting in dismissal or suspension or other discipline may be resolved by confirming the Company's action, or by restoring the employee to his former position with full compensation for all time lost or by any other arrangement which is considered just and equitable by the parties or by a single arbitrator.

9.04 In view of the orderly arrangements provided by this agreement for the settling of disputes, the Union agrees with the Company that during the lifetime of this agreement there shall be no strike, slowdown or stoppage of work either complete or partial and the Company agrees that there shall be no lockout.

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ARTICLE X

TERMINATION

10.01 This agreement shall come into effect January 1, 2021 and shall remain in force up to and including the 31st day of December, 2025 unless within the period of sixty (60) days prior to the 31st day of December 2025, or prior do December 31st in any year thereafter, either party shall furnish the other party with a notice of its desire to commence negotiations for the purpose of revising this agreement.

In the event that such a notice is given, this agreement shall continue in full force and effect during the period in which the negotiations are in progress for the revision of this agreement, and until written notice of termination is given by one of the parties after the time limits provided in Section 180 of the Canada Labour Code have been completed.

IN WITNESS WHEREOF, the Parties have signed in Oshawa, Ontario in April 2021:

QSL Canada inc.

ILA LOCAL 1997



Eric Lapointe

05/13/21
Date



Mike Irniger

05/13/21
Date



Nathalie Rousseau

05/13/21
Date



Kevin Hawthorn

05/13/21
Date



Chandran Valappil

05/13/21
Date



Brian Bessie

May/13/21
Date



Michel Thivierge

05/13/21
Date



Greg Prentice

MAY 13/21
Date



Declan Fitzpatrick

MAY 13/21
Date

APPENDIX I

Union members

	LAST NAME	FIRST NAME		LAST NAME	FIRST NAME
1			20		
2			21		
3			22		
4			23		
5			24		
6			25		
7			26		
8			27		
9			28		
10			29		
11			30		
12			31		
13			32		
14			33		
15			34		
16			35		
17			36		
18			37		
19			38		

At the opening of each operating season, or any other time, should it become necessary, the Company and the Union shall discuss and agree if employees should be added to the list, on the basis of a union/non-union work hour ratio not to exceed 70/30.

For the duration of this collective agreement, the number of union members shall not be lower than 35.

Handwritten signatures and initials:
 H. F. [Signature] M.T. [Signature] B.E.
 [Signature] [Signature] [Signature]
 G.P.

APPENDIX II
SCHEDULE OF WAGES

Regular rates of pay

Status	2021	2022	2023	2024	2025
Employees listed in Appendix I	37,22 \$	37,96 \$	38,72 \$	39,50 \$	40,29 \$
Employees not listed in Appendix I	23,00 \$	23,40 \$	23,81 \$	24,23 \$	24,65 \$

Premium

GENERAL FOREMAN	Add \$5.00 per hour to basic rate premium
HEAD CHECKER	Add \$5.00 per hour to basic rate premium
WALKING BOSS	Add \$1.00 per hour to basic rate premium

Obnoxious and Refrigerated Cargo. The Company agrees to pay one dollar per hour premium to longshoremen while handling all cargoes declared obnoxious.

Hazardous Cargo. The Company agrees to pay double the basic rate to longshoremen while handling cargoes declared hazardous.

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APPENDIX III
SCHEDULE OF RATES

Regular work periods on steel vessels

	Monday to Friday	Saturday	Sunday and Holidays
7:00 to 11:00 am	1	1.5	2
11:00 to 11:30 am	2	2	3
11:30 to 3:30 pm	1	1.5	2
3:30 to 4:00 pm	2	2	3
4:00 to 8:00 pm	1.5	1.5	2
Article 5.02 (past 12 hours)	3	3	3
Work Throughs	3	3	3

Bulk

From Monday to Friday	
- First 8 hours:	Regular time
- Last 4 hours:	Time and one half
Saturday	
- All hours:	Time and one half
Sunday and Holiday	
- All hours:	Double time

A Premium of 1\$/h is applicable for the night shift on bulk (from 7 pm to 7 am).
The nightshift on salt and cement shall be guaranteed a minimum of eight (8) hours, subject to 6.04 of the collective agreement.

Grain shifts

- Regular time from Monday to Friday, Time and a half on Saturday and Double time on Sunday and Holidays
- The night shift is from 11:00 pm the previous day to 7:00 am.

Evening shifts for tailgating, maintenance and yard work

- Regular time from Monday to Friday, Time and a half on Saturday and Double time on Sunday and Holidays

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APPENDIX IV
DISPATCH PROCESS

- a) The Company sends its labor orders which include the number of workers required by:
- Shift
 - Work location
 - Qualification (By example, qualification can be crane operator, Loader operator, Lift truck operator, Grain operator, Gearman, etc.)
- b) Upon receipt of the Company's labour orders, the Union calls employees to fulfill the labor order with the required number of workers and appropriate qualifications.
- c) Based on operational needs, an employee can be reassigned by the General Foreman during a shift.

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