

SOURCE	Co.		
EFF.	94	06	30
TERM.	97	06	29
No. OF EMPLOYEES	145		
NOMBRE D'EMPLOYES	145		

COLLECTIVE AGREEMENT

BETWEEN:

BRUCE R. SMITH LIMITED

- and -

OAKHALL TRANSPORT INC.

- AND -

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION
LOCAL 8117**

MAR 12 1996

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APPENDIX "A" Re Memorandum of Settlement

ARTICLE I - PURPOSE OF THE COLLECTIVE AGREEMENT AND DEFINITIONS

1.01 The purpose of this Collective Agreement is to provide a **harmonious** relationship between the **Employer** and its Employees, to ensure a higher level of efficiency as well as the protection of property and to provide **working** conditions that **will** be observed by **both** Parties.

1.02 Validity **of** the clauses.

In the event that **any** clauses of **this** Collective Agreement **are** contrary to Federal or Provincial **laws**, then, such clause(s) will be considered null and void, however, the remainder of the clauses **and** conditions **will** not be affected and **will** continue in force **and** effect.

1.03 **Definitions:**

In this Collective Agreement, unless otherwise indicated, the terms **below** will be defined **as follows:**

DAY: means calendar **day**.

WEEK: means calendar week.

WORKING DAYS: means any regularly scheduled **shift assigned** to an Employee including overtime **shifts**.

EMPLOYEE: means a driver **covered** by the scope of this Collective Agreement.

W O N REPRESENTATIVE!: means a representative designated in accordance with Article 8 of this Collective Agreement.

ARTICLE 2 - STATUS OF THE CONTRACTING PARTIES

2.01 The Union is an organization comprised of workers as recognized under the Canada Labour Relations Board.

ARTICLE 3 - RECOGNITION

- 3.01 **The** Employer recognizes the Union **as** the exclusive bargaining agent for all drivers employed by Bruce R. Smith Limited and Oakhall Transport Inc. in the province of Ontario excluding owner-operators and employees of owner-operators.
- 3.02 **The Union** agrees that the Employer may continue its practice of hiring certain temporary Employees and additionally, the **Union** agrees that the Employer **may** hire temporary Employees to perform **work** generated by temporary increases in workload or in the event of a shortage of manpower, however caused,
- 3.03 Such temporary Employees shall **not** be deemed to be covered **by** this Collective Agreement **unless** and until they **work** in excess of one hundred (100) working days. In such case the temporary Employee **shall** be considered to have **completed** their probationary period as specified in **this** Collective Agreement and shall be considered a **seniority** Employee **as** of their date of completion of **his** probation. The time accumulated under **this** provision may be applied to **a** full time position.
- 3.04 Where the Employer **cannot** fill temporary positions **as described above** it may **resort** to the use of placement agencies in which case the provisions **of** this Collective Agreement shall not apply to persons supplied **by** the placement agencies.
- 3.05 The Employer shall provide the **Union** with a list of **Employees** hired **as temporary** Employees.
- 3.06 In the event that the Employer intends to open a **new Terminal** **within** the scope of the bargaining unit then the Employer shall notify the union in writing within sixty (60) calendar **days** in advance of the opening of the Terminal.
- 3.07 The Employer will schedule meetings with the Local 8117 Union President and Vice President **and** designated representatives of the Company a **minimum** of six (6) times per calendar **year**.

The purpose for such meetings will be to address **Union/Management relationships, changes** of established business **practices** and **any** other related business covered under this Collective Agreement. Either party may request to have the Union's National Representative present at such meetings.

The Local Union President and Vice President who may be required to attend these Labour Relations Committee **meetings** will be paid up **to a maximum** of **two (2)** hours per meeting.

The Committee will meet **within** ten (10) days of any request to do so by either party.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Except **as** specifically restricted by this Collective Agreement, all the rights, powers **and** authority of management are vested in the Employer and **remain exclusively** and without limitation within the rights of the Employer. Without limiting the generality of the foregoing management's rights shall include:

- (a) the right **to** select, hire, promote, demote, transfer, assign to **shifts**, classify, layoff, recall, and retire Employees;
- (b) the right to maintain order, discipline **and** efficiency, and in connection therewith, to **make**, alter, and enforce, from time **to** time rules and regulations, **policies** and practices to be observed by Employees;
- (c) the right to discipline or discharge probationary Employees for any **non-**discriminatory reason and the right to discipline or discharge **seniority** Employees for just **cause**, provided that **a** claim of unjust discipline or discharge may be the subject matter of a grievance by a seniority Employee and may **be dealt** with **as** provided in this Collective Agreement;
- (d) the right **to** operate, maintain and manage the enterprise in order to **satisfy** the commitments and responsibilities of the Employer, the right to determine the locations of operations and their expansion, reduction or cessation;
- (e) the right to direct the working **forces**, including the **determination of**, the scheduling of operations and production, the subcontracting of **work**, the number of **shifts**, the methods, processes and means of production, job content, quality and quantity **standards**;
- (f) the right to use improved methods, machinery and equipment, the right to decide on the number of Employees needed **by** the Employer at any time, the right to determine, **subject** to the provisions of this Collective Agreement, the number of hours to be worked, starting and quitting times;
- (g) the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment;
- (h) the determination of all financial policies, pricing and related matters;

- (i) **the right to require Employees to undergo medical and clinical examinations at the Employer's expense and the right to require Employees absent from work due to illness to obtain medical certificates at the Employer's expense.**

ARTICLE 5 - ACCESS TO PERSONNEL FILE

5.01 ~~Employees~~ will be permitted, once every twelve (12) calendar months, to access and review their personnel file including any medical file maintained by the Employer in respect of that Employee. A written request for such access must be made by the Employee.

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ARTICLE 6 - NON-DISCRIMINATION

6.01 Every Employee has a right to equal treatment by the Employer and the Union, with respect to employment without discrimination because of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, or conviction for an offense for which a pardon has been granted, or with respect to their membership or non-membership in the Union.

6.02 It is agreed that, except where otherwise provided in this Collective Agreement, Employees in the bargaining unit will not engage in union activities while on duty, and that, the Union will not engage in union activities during working hours or hold meetings on the premises of the Employer without the consent in writing of the Employer.

ARTICLE 7 - DUES DEDUCTION

- 7.01 The Employer shall deduct **Union** dues and other amounts chargeable by the **Union** in accordance with the provisions of the Canada Labour **Code**, or an amount equivalent to such Union dues, **from** the bi-weekly wages of **all** Employees, **and this** amount shall be forwarded **by** the Employer to **the Union** no later **than** the **15th day** of the month following such deductions.
- 7.02 The Employer will, **in** writing, be advised from time to time of the weekly dues amount **by** the Union. In case of modification in the amount, the Employer will **be** informed, in writing, at least thirty (30) days in advance of the **date** set for the first deduction of the new amount.
- 7.03 If **any** Employee's earnings, in the week in which the deductions are made, are insufficient to cover the total amount of the weekly contribution, the Employer will advise the **Union** and it will **become** the **Union's** responsibility to collect the contribution.
- 7.04 **The** Employer **cannot** be held responsible for other than the actual contributions deducted on the **Union's** behalf and the **Union** **agrees** to indemnify **and** save the **Employer** harmless for any claims an Employee or any governmental or other entity or organization may make concerning the amounts deducted **from** the Employee's **earnings** in accordance with this Collective Agreement. The **Union** will refund **directly** to the Employee **any monies** improperly deducted **as Union** dues.
- 7.05 Should the **Union dues deductions** be made at the time **an** Employee is on vacation, the Employer will ensure that such deductions **are** made **to** the Employee's vacation cheque.
- 7.06 The annual amount of **Union** dues paid will be inserted **on** the Employee's T-4 slip and **TP-4** slip.

ARTICLE 8 - REPRESENTATION

- 8.01** No individual Employee or group of Employees shall undertake to represent **the** Union at meetings with the Employer without proper authorization ~~from~~ the Union. The Union agrees **to** provide to the Employer **a** list of the **Union** representatives who are appointed for **the purposes** of representation of the Union, such list will provide the titles of the representatives in question. **The Union** will advise the Employer of **any** changes to **this** list within ten (10) days following the changes. Similarly, the Employer will supply the Union with **a list of its supervisory** or other personnel with ~~whom the Union may~~ be required to transact business.
- 8.02** A negotiating committee of not more than five **(5) Employees** shall be selected by **the Union and** recognized by **the** Employer. This committee may, at **any** time, be accompanied by up to two **(2)** outside Union advisers,
- 8.03** **The** Union shall have the right to elect or appoint, and the Employer shall recognize, **one** (1) Union Steward **at** each terminal, with the exception that **at** the Walsh, Ontario terminal, the **Union may** elect or appoint **two (2) Union** Stewards, and **in** addition, may elect or appoint **a Chief Steward from any** terminal, and the Employer will recognize such **Union Stewards** for the purpose of settling disputes and grievances.
- 8.04** The Employer **agrees** that a space at the Walsh Terminal shall be **made** available **so** that **a** Union filing cabinet **may be** installed. **Access to** this **filing** cabinet shall be restricted to designated **Union Officials**.

ARTICLE 9 - RELATIONSHIP

- 9.01 On commencement of employment of a new Employee, the **Union steward** will be allowed to introduce themselves to the new Employee and to **give the new Employee a copy of the Collective Agreement**. The **Union steward will be allowed a maximum of fifteen (15) minutes paid time with the new Employee,**
- 9.02 The Employer recognizes the right of Union representatives or stewards to conduct **certain duties, during** the course of regular working hours, consisting of representation and discussions with the Employer in respect of grievances at the first and second steps of the **Grievance Procedure**. However, Union representatives must obtain permission **from** their immediate supervisor before leaving their work for this purpose. Such permission shall not be **unreasonably** withheld. Upon **return to work** Union representatives shall report to their immediate supervisor.
- 9.03 Subject to the availability of a Union representative or steward for such purpose, an Employee will be entitled to have a Union representative or steward, who is at work, present at a meeting in which discipline is imposed. Where such Union representative or steward is not available, the Employee **may** select another Employee to attend the meeting with them. **An** Employee may elect not to be represented at **any disciplinary meeting**. **If the** Employee elects not to be represented, this **will** not serve to invalidate the discipline imposed. In **any** event, the **Union** will be notified of **any discipline imposed**.
- 9.04 Where an Employee has elected **to** have a **Union** representative or steward present at a disciplinary meeting, and where the Employee is suspended or discharged, then, the **Employee** shall **be** given a reasonable period of **time**, not **to** exceed 15 minutes, to be interviewed **by his** Union representative or steward before leaving the premises of the Employer.
- 9.05 Leave of absence, without pay, will be **granted to a maximum** of three (3) seniority Employees, but no more **than one (1)** such Employee per terminal except that **two (2)** Employees **may** be selected **from** the Walsh terminal, to attend **Union business** functions which shall arise during the **term** of this Collective Agreement, for a period not to exceed ten (10) **working days**, per leave, per Employee, per **year**. Leave of absence for attendance at Union business sessions shall not exceed a cumulative total of thirty **(30)** working days per year. **Such** leave request must **be made**, in writing, at least **two (2)** weeks in advance of the proposed **commencement** date.

9.06

A seniority Employee elected or appointed to a paid full time position ~~within~~ the Union shall be granted up to one (1) **year** leave **of** absence without pay. No **more** than **one** (1) Employee may **take** such leave at **any one** time. **An** Employee on **such** leave will **accumulate** seniority but shall not receive **any** other benefits **under** this Collective Agreement. Such leave request must be made, in writing, **at** least one (1) month in advance of the proposed commencement date, **An** Employee **on** such leave shall provide **one** (1) month's advance notice of the proposed date of **his** return to **work** following such leave.

ARTICLE 10 - PROCEDURE FOR THE SETTLEMENT OF GRIEVANCES

- 10.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 10.02 Any disagreement between the Employer and the Union concerning the interpretation, application, operation or alleged violation of the terms and provisions of this Collective Agreement may be considered as a grievance.

Any grievance submitted in writing shall include a brief description of the facts giving rise to the grievance. All such grievances shall be signed by the griever,

- 10.03 The procedure for adjustment of grievances shall be as follows:

FIRST STEP

- (a) In the **case** of a grievance other than a grievance dealing with suspension or discharge, the Employee will present this grievance in writing to the Operations Department within seven (7) calendar days, following the event giving rise to such grievance. The Employer may grant another seven (7) calendar days for the **Union** to complete all the proper paperwork and submit such paperwork to the Operations **Manager**.
- (b) Within seven (7) calendar days of the filing of such a grievance in writing, a written decision from the Operations department **must** be communicated to the **Union** Steward.

SECOND STEP

- (c) In the event that a **written** grievance is not satisfactorily resolved at the first **step** it may be presented to the Operations **Manager** or their designate within ten (10) **working** days of the date of the decision ought to have been given at Step 1.

A meeting shall be held at Step 2 between the Employee and the **Union** (including a National Representative) where the Employee or the **Union** so requests, and the Operations Manager or their designate within five (5) working days of the presentation of the grievance at Step 2. A written decision **must** be provided by the Operations Manager within ten (10) **working days** following the meeting.

- 10.04 Either the Employer or the Union may file a policy grievance concerning the interpretation, application, operation or alleged violation of the Collective Agreement on a matter arising directly between the **Union** and the Employer. Such grievances shall commence at Step 2 of the grievance procedure.
- 10.05 A seniority **Employee who** is suspended or discharged may file a grievance at Step 2 of the grievance procedure within three (3) **working days** of the date the suspension or discharge was imposed.
- 10.06 The Employer may suspend **an** Employee in order to conduct **an** investigation prior to notification of dismissal. Such investigation will not exceed ten (10) working days.
- 10.07 **A grievance** alleging unjust suspension or discharge **may** be **settled** under the grievance procedure in any of the following fashions:
- (a) by **confirming** the Employer's action in suspending or discharging the Employee.
 - (b) by reinstating the Employee with **full** compensation for lost time.
 - (c) by substituting such other penalty or arrangement **as** is agreeable **to** the **Union** and the Employer.
- 10.08 **Time** limits may only be extended by mutual agreement in writing between the Employer and the **Union**.
- 10.09 No grievance **may** be submitted concerning the termination of **a** probationary **Employee**.
- 10.10 All written settlements of **grievances** shall be **final and binding on the** Employer, the Union and the Employee(s) concerned.
- 10.11 **An Employee** implementing **any** step in the Grievance Procedure may elect to have **a Union Steward** present for **any** discussions in connection therewith.

ARTICLE 11 - ARBITRATION

- 11.01 Any grievance not settled **after** exhausting the grievance procedures outlined in Article **10** may be submitted to arbitration by either the **Union** or the **Company** **giving written** notice addressed to the other party within ten (10) **working** days of the date of the decision at Step **2** of the grievance procedure and by naming the party's proposed nominee to the **Board** of Arbitration at the same time.
- 11.02 **Within** five (5) working **days** of receipt of the notice referred to in 11.01 above, the other party shall **name** its nominee to the Board of Arbitration.
- 11.03 **The** two **nominees** shall attempt to select a chairman of the Arbitration Board. If they **are** unable to agree on a chairman **within a** further fifteen (15) **working** days following the date of their appointment, either of the parties **may** then request that the Federal Minister of **Labour** appoint a chairman.
- 11.04 **The Board** of Arbitration shall **not** have the right to alter or change **any** provisions of **this** Collective Agreement or to substitute **any** new provisions in lieu thereof, **or** give any decision inconsistent with **the** terms of this Collective Agreement.
- 11.05 Each of the parties will bear the expense of their nominee to the **Board** of Arbitration **and** the parties will **equally** bear the fees and expenses of the chairman **of the Board** of Arbitration.
- 11.06 A grievance may only have retroactive effect for up to **sixty** (60) calendar **days** prior to the filing of the grievance.

ARTICLE 12 - JOB POSTINGS AND TRANSFER

- 12.01 When a vacancy occurs within a terminal, such vacancy will be posted for a period of **five (5)** working days, Saturdays, Sundays and Holidays excluded. All employees may apply for the posted vacancy on the basis of their respective skills, ability, qualifications **and** seniority. Where the skills, ability **and** qualifications of applicants are relatively equal, the employee's seniority shall be the governing factor in determining the successful applicant. All Company Employees, on a **one time basis** per contract, may use their **Company** Seniority should they choose to do so, to accept a posting at another terminal.
- 12.02 If there is no successful applicant for the job vacancy then the Employer reserves the right to hire outside.
- 12.03 The parties agree that the vacancy resulting ~~from~~ the placing of the successful applicant in the position so posted **will** be filled by the Employer without posting. Consideration will be **first given** to those with ~~the most~~ terminal seniority **who** have previously requested a transfer. Should the successful applicant for a posted **vacancy** be unsatisfactory, they **shall** be returned to their former position without **loss** of **seniority and** the vacancy may be filled without further posting.
- 12.04 The Employer retains the discretion to determine whether or not it is appropriate to fill a job **vacancy**.
- 12.05 Any job ~~which~~ is vacant due **to** absenteeism, accident, illness, leave of absence, temporary transfer or vacation, shall not be deemed to **be** vacant for the purposes of *this* Article.
- 12.06 ~~The~~ Employer shall have the right to transfer an employee to work in another division or to **work** out ~~of~~ another Terminal on a temporary basis
- 12.07 ~~The~~ Union President will receive in writing, a **summary** of the drivers **names who** have filled subsequent vacancies after they have been filled.

ARTICLE 13 - LAYOFF AND RECALL FROM LAYOFF

- 13.01 In the event of a shortage of work within a terminal, of a temporary ~~nature~~, however caused, ~~making~~ it necessary ~~to~~ reduce the ~~work~~ force ~~for a~~ period of three (3) ~~working~~ days or less, the Employer ~~may select~~ Employees to be laid ~~off~~.
- 13.02 In ~~the event~~ of a layoff within a terminal of four (4) ~~working days~~ or more, and in the event of recall ~~from such a~~ layoff, ~~the~~ selection of Employees ~~affected~~ thereby shall be based upon the qualifications and seniority of affected Employees. Employees shall be laid ~~off~~ in reverse order of ~~seniority~~, and recalled in order of seniority, provided that the Employer shall be entitled to ensure that ~~any~~ Employee retained or recalled shall have the requisite qualifications to perform the job(s) in question at all times.

ARTICLE 14 - SENIORITY

- 14.01 Seniority in this Collective Agreement shall mean the length of continuous **service** in a position covered by the bargaining unit while in the employ of the Employer **at** a specific terminal.
- 14.02 (a) Probationary period for any **new** Employee shall be a period of **one** hundred (100) days worked within **any** continuous period of three hundred and sixty-five (**365**) days. Following **successful** completion of **the** probationary period the Employee shall become **a** seniority Employee for the purposes of this Agreement. **The seniority date** of an Employee who **successfully** completes **the** probationary period shall date **from** his last day of probation.
- (b) During the probationary period **an** Employee **may** be disciplined, laid **off** or discharged by the Employer notwithstanding the provisions of this Collective Agreement.
- 14.03 Where two (**2**) or **more** Employees have the **same** seniority date it is agreed that the respective seniority of the **two (2)** Employees will be governed **by** the alphabetical order of **the** respective **family name and** given name,
- 14.04 **An** Employee shall lose all **seniority** and their employment shall be **deemed to be** terminated in the following circumstances:
- (1) should they voluntarily quit their employment;
 - (2) should they retire in accordance with the Employer's standard retirement policy or otherwise;
 - (3) should they be discharged for just **cause**;
 - (4) should they fail to **return to work** within five (**5**) working days after having **been** notified to do so by registered **mail** to their last **known** address in the records **of** the Employer, upon **recall** from layoff;
 - (5) should they accept **gainful** employment while on leave of absence without first obtaining consent from the Employer in writing;
 - (6) should they fail to return to **work** following completion of **an** authorized leave of absence;

- (7) should they be laid off for a period of time equal to their seniority as at the date of lay-off, or, for a maximum period of twenty-four (24) months, whichever shall first occur;
- (8) should they be absent from work as a result of sickness or injury and unable to return to work, for a period of time equal to their seniority as at the date of sickness or injury or for a maximum period of twenty-four (24) months, whichever shall first occur. This clause only to apply to Employees who have attained seniority after June 30, 1994. Employees with seniority prior to June 30, 1994, will be entitled to maintain their seniority in such circumstances for a period of 24 months.
- (9) should they be absent from work for a period of three (3) consecutive days without notifying the Employer of such absence and without providing a reason satisfactory to the Employer for such absence; and
- (10) should the Employee have his drivers' licence suspended for any reason for a period of twelve (12) months or more. This clause shall not be interpreted as limiting the right of the Employer to discipline Employees in the normal course.

14.05 Seniority lists will be prepared and posted by the Employer within thirty (30) working days following the signing of this Collective Agreement and every four (4) months thereafter. The seniority list will show the names of the Employees, their classification and their seniority date. A copy of the seniority list shall be remitted to the Union and to a Union representative at each terminal.

Any dispute regarding the relative seniority ranking of an Employee must be made in writing within twenty (20) working days following the posting of the seniority list. After twenty (20) working days such lists, as amended, shall be considered final and binding on the Employer, the Union and affected Employees.

14.06 Employees promoted outside the bargaining unit will retain their seniority after promotion for a twelve (12) month period only. Such Employees shall not accumulate seniority while outside the bargaining unit.

14.07 Subject to the other relevant provisions of this Collective Agreement, seniority may be exercised only within a terminal in which the Employee is employed from time to time.

- 14.08 In the event that a division is moved ~~from~~ an existing terminal to a ~~new~~ terminal within the scope of the bargaining unit, then, Employees ~~from~~ the original terminal ~~working~~ in the subject division shall be permitted, on a one time basis, should they choose to do so, to transfer to ~~the~~ new terminal to continue ~~working~~ in ~~the~~ subject division and retain their accumulated seniority as at the date of ~~the~~ transfer of ~~the~~ division.
- 14.09 For the purpose of lay-off and recall, the Local ~~Union~~ Executive and Stewards shall be considered ~~the most senior~~ employee on their respective seniority list, provided that the Employer shall be entitled to ensure that any Employee retained shall have the requisite qualifications to perform the job(s) in question at all times. This clause shall only apply in the event of a permanent lay-off. In such case it is understood that such super seniority shall only pertain to a maximum of three (3) persons at any terminal.

ARTICLE 15 - HOLIDAYS

15.01 (a) The following paid holidays, or days celebrated in lieu thereof, will be observed during the term of this Collective Agreement:

New Year's Day
Good Friday
Victoria **Day**
Canada Day
Civic Holiday
Labour **Day**
Thanksgiving Day
Christmas **Day**
Boxing **Day**
Employee's Birthday
Floater #1
Floater #2 (Effective in the **3rd** year of the Contract)

(b) Effective in the second (**2nd**) year of the Collective Agreement one additional floater can be earned if the Employee has had five (**5**) or less incidents of absenteeism from work, attended **at** least one of the **semi-annual** meetings, maintained **7** pts. or greater on the **Pay Incentive Program** and **must** have worked **75%** of the **year**, All of the above criteria must be met **during** the twelve (**12**) month period immediately preceding **June 30, 1995** and each year thereafter to be eligible for this Floater.

The scheduling of the floater shall be at the Employer's discretion.

15.02 **If a** seniority Employee qualifies for holiday pay then the Employee shall be paid for the statutory holiday at the Employee's straight time regular hourly rate multiplied by the **number** of hours the Employee **would normally** have worked on such day to a **maximum** of nine (9) hours.

15.03 **An** Employee will be paid for a Holiday provided that they:

- (a) **are a seniority** Employee;
- (b) work their last regularly scheduled shift immediately preceding, and their first regularly scheduled **shift** immediately following, such Holiday, **unless** they are excused by the Employer; **and,**
- (c) have actually performed work for the Employer and received **wages** for at least **fifteen (15) days during the thirty (30) days** immediately preceding the General Holiday.

- 15.04** If an Employee is required to work on a holiday and such day is not part of their regular ~~work~~ schedule then, they shall be paid for all hours worked on the holiday at the rate of one and one-half times their regular straight time hourly rate in addition to their holiday pay.
- 15.05** If any of the above holidays fall on a non-working day for an Employee then the Employer shall designate another day as *the* paid holiday.

ARTICLE 16 - VACATIONS

The following vacation entitlement will apply **during** the term of this Collective Agreement:

- 16.01 (a) Employees who on **January 1st** of each year have accumulated less than one **(1)** year of **service with the Employer** shall be entitled vacation with pay at the rate of four percent **(4%)** of "total wages" paid during the applicable vacation pay year.
- (b) Employees who have accumulated at least one **(1)** year of service, but less than **five (5) years** of service shall be entitled to two **(2)** weeks' vacation with pay at the rate of four percent **(4%)** of "total wages" paid during the applicable vacation pay year.
- (c) Employees **who** have accumulated at least five **(5)** years of service, but less than ten **(10)** years of service shall be entitled to three **(3)** weeks' vacation with **pay** at the rate of **six percent (6%)** of "total wages" paid during the applicable vacation pay year.
- (d) Employees **who** have accumulated ten **(10)** years of service or greater shall be entitled **to** four **(4)** weeks' vacation with pay at the rate of eight percent **(8%)** of "total wages" paid **during** the applicable vacation pay year,
- 16.02 In this Collective Agreement the term "total wages" shall mean remuneration for **work** performed for the Employer; pay granted to **an** Employee for a holiday under the Collective Agreement; **and** vacation pay previously paid.
- 16.03 In the event that a paid Holiday, as defined in this Collective Agreement, falls within **a** vacation period, an additional day of vacation, with pay, may **be** taken by the Employee **at a** date mutually agreed upon **by** the Employer and the Employee.
- 16.04 The **term** "vacation pay year" **as** referred to in this Collective Agreement shall mean January 1st to December 31st.
- 16.05 **An** Employee who terminates their employment during the vacation year will **be** entitled to payment of vacation pay **as** defined in this article for all unused vacation time.

16.06 **The Company and the Union agree that a "Letter of Agreement", will form an attachment to this Collective Agreement and such letter will define the provisions required to ensure a fair and equitable process for the "Scheduling of Vacations" for all Employees covered under this Collective Agreement.**

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 A seniority Employee is entitled to and shall be granted in the event of a death of a parent, spouse, **common** law spouse, brother, sister, child, mother in law **and** father in law, bereavement leave on **any** of **his normal** working **days** that occur during the **three (3) days** immediately following the day of death, without loss of wages..

17.02 A **seniority** Employee will be granted one (1) working day leave; without loss of wages, in the **case** of the death of **a** grandparent, son in **law**, daughter in **law**, grandchild, brother **in law** and sister **in law**.

17.03 The Employer **may** request evidence of bereavement where a claim **is made by an** Employee.

17.04 Where **an** Employee is entitled to compensation in accordance with **this** Article, the Employee shall be paid, for the **number** of hours they would otherwise have worked to a **maximum** of nine (9) hours, at their regular **straight** time hourly rate.

17.05 If **an** Employee requires a reasonable Leave of Absence for the purpose of Bereavement, and provides evidence of same, the Employer may grant **a Leave** without pay,

Such a Leave of Absence will be determined, without precedence, depending **on** the individual circumstances of the Employee who has requested such **a** leave.

ARTICLE 18 - POSTING OF NOTICES

18.01 The Employer agrees to ~~allow~~ the Union to post notices of meeting and other routine ~~Union~~ business and affairs on a bulletin board provided by the Employer for such purposes. It is agreed, however, that before posting, such notices must first be approved by the Employer, which approval shall not be unreasonably withheld.

ARTICLE 19 - STRIKE AND LOCK-OUT

19.01 For the duration of this Collective Agreement and as long as negotiations for its renewal are not broken off and the right to strike has not been acquired, the Union agrees that there will be no strike, work stoppage, slow-down, occupation of the sites, ~~work~~ reduction, wherever it might be, in any form, duration or extent,

19.02 The Employer agrees that there will be no lock-out during this same period,

ARTICLE 20 - APPOINTMENT OF A MEDICAL ASSESSOR

- 20.01** In the event of a difference of opinion concerning a worker's fitness for work or any related issue concerning an Employee's medical or clinical condition, the parties agree to appoint an independent medical assessor to render a decision binding on the parties as well as the Employee in question with respect to the matters in dispute.
- 20.02** The medical assessor shall be appointed in a fashion similar to the appointment of a chairman of a Board of Arbitration.

ARTICLE 21 - LOG BOOKS

21.01 **The** Employer will provide Employees with log books as applicable, such Employees shall log the entire TRIP in such log **books and** in particular the Employee shall be required to enter in the daily log **all** matters specified in applicable federal and provincial labour and transportation legislation **and** regulations. ,

21.02 Without limitation, Employees shall comply with all applicable federal and provincial legislation and regulations pertaining to hours of operation, hours of rest and total hours worked in a week. Failure to comply with such legislation and regulations shall constitute just **cause** for the termination of the Employee's employment.

ARTICLE 22 - SAFETY SHOES

- 22.01** Upon proof of purchase provided by the Employee to the Employer, the Employer will contribute up to a maximum of ~~eighty-five~~ **(\$85.00)** dollars once per contract year, for the purchase by the Employee of approved Safety Equipment (safety boots, gloves, coveralls). Employees shall be reimbursed for such expenses **only** after the completion of twelve **(12)** months of employment.
- 22.02** Employees in the Lime ~~Division~~ are entitled to **one** (1) additional pair of safety shoes per contract year provided that proof of purchase is provided by the Employee to the Employer, to a maximum value of ~~sixty~~ **(\$60.00)** dollars. Employees shall be reimbursed for such expense **only** after the completion of twelve **(12) months** of employment.
- 22.03** Upon proof of purchase provided by the Employee to the Employer, the Employer ~~will~~ contribute up to a maximum of ~~sixty~~ **(\$60.00)** dollars every **two** years for the purchase of approved prescription safety glasses. Employees shall be reimbursed for such expense only after the completion of twelve **(12)** months of employment.

ARTICLE 23 - UNIFORMS

23.01 (a) The Employer will provide coveralls each contract year on the following basis:

Full Time Lime Division	three (3) pairs
Nanticoke Steel Shunters	three (3) pairs
Nanticoke Steel Shuttlers	two (2) pairs
All other Full Time Employees	one (1) pair

ARTICLE 24 - PAY PERIOD

24.01 The pay period shall be OR a bi-weekly basis in accordance with the past practice of the Employer.

ARTICLE 25 - MEDICAL EXAMINATIONS

- 25.01** 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** their own medical examiner or physician and the **Union may**, if *in* their opinion they think **an** injustice has been done **an** Employee, have **said** Employee re-examined at the Union's expense.
- 25.02** When a medical examination is required by the Employer, the **following** conditions shall apply:
- (a) If an Employee takes a medical examination during his normal working hours, he shall be paid for the time involved at the regular hourly rate and thus not lose **any** pay as a result of his taking **a** medical examination.
 - (b) If a medical examination is **taken** after working hours, the Employee shall **be** paid ten dollars (\$10.00) and shall in such cases receive at least three (3) days' notice prior to the appointment with the doctor,
 - (c) If **a** medical examination is taken during working hours, **one** (1) day's notice will be given the Employee.
 - (d) A report of the examination will be made available to the Employee through the doctor designated **by** the Employer.
 - (e) No Employee shall **be** required to take **a medical** examination on a Saturday unless the Employee so requests **and does so** voluntarily.
 - (f) Medicals **are** not to exceed Government Standards.
 - (g) In the event the Employer elects to have the Employee examined in another city which is not adjacent to their home community or home terminal they shall be supplied transportation to **and from** such city **and** be paid at the regular hourly rate for the time involved.
 - (h) When and where an Employee requires by law, **an** Interstate Commerce Commission (ICC) License to **perform** their work **as** required **by** the Employer, the Employer will reimburse the Employee, up to sixty (\$60) dollars towards the cost of the examination upon **a** written receipt from the examining physician.

ARTICLE 26 - COMPANY MEETINGS

26.01 Employees required to attend Company meetings shall be paid for time attending such meetings at their straight time hourly rate.

26.02 Meetings of a voluntary nature or at the request of an Employee shall not be compensated.

26.03 Voluntary Semi-Annual Meetings

Both the ~~Union~~ and the Employer agree that a continuing education in our health, safety and environment, business performance and ongoing changes in the transportation industry has a mutual benefit to both parties,

The Employer agrees to ~~merge~~ semi-annual meetings for the purpose of instruction of health, safety and environmental related issues, quality of work training, business performance or any other subject that may be required by the Canada Labour Code.

Such meetings should be viewed as a positive response to addressing the ongoing needs of building a harmonious relationship between the Employer and it's Employee's as per Article 1.01.

ARTICLE 27 - LEAVE OF ABSENCE

- 27.01** The Employer may grant, to a seniority Employee who has at least five (5) or more years **seniority** as at the date of the request, a leave of absence, for legitimate personal reasons, without pay and without loss of seniority, for a maximum period **of** one (1) year.
- 27.02** Requests for a leave of absence **by** an Employee must **be** made in writing, signed by the Employee, **specifying** the length of leave requested and the purpose of the leave. Such requests must be made at **least** fifteen **(15)** working days in advance of the proposed commencement of the leave.
- 27.03** A leave **of** absence shall be granted **on** the condition that the Employee shall not, during the period of the leave, accept other employment in the transportation industry.
- 27.04** **An** Employee on leave of absence shall not receive any of the employment benefits provided in this Collective Agreement.
- 27.05** Where a leave of absence is granted **by** the Employer, **the** terms of the leave of absence shall be specified in writing, setting out the length of leave of absence authorized, the purpose for which the leave has been authorized, and the conditions, if any, on **which** it is granted.
- 27.06** In making a decision as to whether or not to grant a request for a leave of absence the Employer may at all times take into consideration the needs of the business and in any event, **unless** otherwise mutually agreed in writing between the Parties, such leaves shall be limited to a **maximum** of two **(2)** Employees at the Walsh terminal **at** any point in time, and one **(1)** Employee at all other terminals at any point in time.
- 27.07** **An** Employee desiring to return to work following a leave of absence must report to the Employer at least fifteen **(15)** working days prior to the end of the leave of absence.
- 27.08** In the event that a leave of absence **is** not used for the purpose for which it was requested, this shall constitute just **cause** for discharge.

ARTICLE 28 - PAYMENT FOR HOOKS AND DROPS

- 28.01** Except **as** otherwise provided, \$3.00 each shall be paid for each **hook** and drop other than the initial hook and final drop on each TRIP. Such payment shall be in lieu of hourly rate.
- 28.02** Except **as** otherwise provided, Employees shall be paid **\$14.00** for unloading or loading vans. Such payment shall be in lieu of hourly rate,
- 28.03** Except as otherwise provided, Employees shall be paid **as** follows for unloading and loading flat-deck trailers:
- \$19.00 for the first stop on **any** TRIP,
 - \$14.00 for each subsequent stop on any TRIP.
- Such payment shall be in lieu of hourly rate.
- 28.04** Except as otherwise provided, Employees shall **be** paid \$8.30 for each pickup **from** or delivery to **customers** for Canada Wire. **Such** payment shall be in lieu of hourly rate. Effective in the third year of this Collective Agreement, Employees shall be paid \$9.00 for pickups or deliveries for Canada Wire subject to the same terms **as** above-stated.
- 28.05** With respect **to** unloading of vans and flat-decks, on a **TRIP** solely within **Ontario**, Employees shall be paid at their regular straight time hourly rate after the first two **(2)** on-duty hours, excluding unpaid lunch, following appointment time and until the unloading is completed.
- 28.06** On a **TRIP** solely within Ontario when **an** employee is required to load or unload **non-palletized** product then the employee shall be paid their regular straight time hourly rate for all hours so worked **from** the appointment or assignment time. In the event that **a** full **load** of palletized product is required to be broken down **by** hand then the employee shall be paid in the manner specified in this clause.
- 28.07** **The** parties agree that all loading and unloading times will be duly noted on the customers bill of lading or other agreed **form** and signed by the shipper or receiver and the driver, with the unit number indicated, and in such **case** the reasons prolonging loading or unloading beyond normal duration shall be explained on the bill of lading and shall **be** initialled **by** the shipper or receiver and the driver.

ARTICLE 29 - GROUP INSURANCE BENEFITS

29.01 Employees are entitled to participate in the Employer's benefits plan. These benefits include:

- Life: I X **annual** earnings to a **maximum** of \$100,000;
Terminates at retirement;
Waiver **of** premium **to** age **65**;
Non-medical maximum of \$100,000.
Effective **June 1, 1994**, the life **insurance** premium will be a taxable benefit to all employees.
- AD&D: 24 hour coverage, same **as** Life amounts,
- Dependent Life: Spouse - \$5,000;
Each Child - \$2,000;
Terminates **at** retirement;
- LTD: 66.7% of **monthly** earnings to a **maximum** of **\$2,000**;
119 day elimination period, payable **to** age **65**;
Primary CPP/QPP;
Any occupation;
Non-taxable;
Non-medical maximum \$2,000;
Terminates at age 65.
- Hospital: Semi-private **and** private room;
Nil deductible;
100% coinsurance;
Unlimited **maximum**.
- Health Care: Nil deductible;
100% coinsurance;
Unlimited **maximum**;
Prescription **drugs**, paramedical practitioners **at** \$300,
private **duty** nursing at \$100,000 CYM, out-of-
country coverage, medical services and supplies,
global travel **assist**, 2-year survivor;
Terminates at retirement.

Vision: \$100/24 months/family member.

Dental: Nil deductible;
100% coinsurance;
Preventative and basic services @ 100%;
Unlimited calendar year maximum;
Terminates at retirement;
Two-year survivor.
Based on **1991 ODA fee** schedule for contract year **1994**, based on **1992 ODA** fee schedule for contract year **1995**, based on **1993 ODA** fee schedule for contract year **1996**.

- 29.02 New Employees will be entitled to participate in the Employer's group insurance benefit plan three (3) months after completing their probationary period.
- 29.03 The Employer will continue benefit contributions in respect of Employees on layoff to the end of the calendar month following the month of **layoff**
- 29.04 The Employer will continue benefit contributions in respect of Employees absent from work on a leave of absence until the end of the calendar month of the leave of absence.
- 29.05 **The** Employer will continue benefit contributions in respect of **Employees** absent from work **as a** result of sickness or injury other than a Workers' Compensation **Board** compensable claim for **six** (6) months from the date of such **sickness** or injury.
- 29.06 **The** Employer will continue benefit **contributions** in respect **of** Employees absent **from** work **as a** result of a Workers' Compensation Board compensable injury for twelve **(12)** months from the date of such injury.
- 29.07 Employee contributions for single and family coverage shall be as follows:
- \$ 9.64 per pay period for single coverage;
\$19.35 per pay period for family coverage.

The **above** rates include 8% Provincial Sales **Tax**

29.08 Where contributions are required from an Employee in **order** for the Employee **to** be entitled to a benefit, the Employee **is** responsible for and must, **within** a reasonable time, pay those contributions for the period of **any absence due** to **illness** or injury unless, at the commencement of the absence or **within a** reasonable time thereafter, the **Employee** notifies the Employer of the Employee's intention to discontinue contributions during that period. The Employer will notify the Employee that their benefit coverage will be cancelled unless the Employee's contribution is paid within thirty (30) days.

ARTICLE 30 - HOURLY AND MILEAGE RATES

30.01 The following hourly and **mileage** rates shall pertain to drivers **and** shunters **during** the **term** of this Collective Agreement:

Effective as of and from July 1,1994:

Probationary Rate	Regular Rate
\$12.25/hour	\$14.07/hour

Effective as of and from July 1,1995:

Probationary Rate	Regular Rate
\$12.25/hour	\$14.07/hour

Effective as of and from July 1,1996:

Probationary Rate	Regular Rate
\$12.25/hour	\$14.07/hour

30.02 **Effective as of and from July 1,1994:**

Probationary Rate	Regular Rate
29¢/mile	33¢/mile

Effective as of and from July 1,1995:

Probationary Rate	Regular Rate
29¢/mile	33¢/mile

Effective as of and from July 1,1996:

Probationary Rate	Regular Rate
29¢/mile	33¢/mile

- 30.03 The mileage rate provisions shall apply to all TRIPs in excess of one hundred (100) mile radius, ~~from~~ the Employee's home terminal, with the mileage rate to apply to the total TRIP mileage.
- 30.04 Mileage shall be calculated by PC*Miler shortest route,
- 30.05 On a quarterly ~~basis~~ the ~~Company~~ agrees to meet with the representatives ~~of the~~ Union to review any mileage TRIPs where the differential between mileage calculated by PC*Miler ~~book~~ mileage and the actual recorded mileage is in excess of ~~six~~ percent (6%). Where the parties reach agreement concerning modification of specific TRIP mileage, Employees shall be reimbursed for any such differential for a maximum of a three-month retroactive period.
- 30.06 Employees shall be remunerated on the basis of the shortest route ~~unless~~ the Employer has issued alternative ~~instructions~~.
- 30.07 For hourly rated TRIPs, Employees shall be allowed fifteen (15) minutes before leaving the yard and fifteen (15) minutes upon return ~~to~~ the yard. ~~such time shall be~~ remunerated at the Employees' straight time hourly rate.
- 30.08 ~~During~~ terminal time when ~~repairs~~ are being done to a tractor or trailer, such time must be specified on the driver's time sheet ~~and~~ authorized by the applicable mechanic, Such authorized time shall be remunerated ~~at~~ the Employee's straight time hourly rate.
- 30.09 For hourly-rated TRIPs Employees shall ~~be~~ paid at their straight ~~time~~ hourly rate for ~~a maximum~~ of thirty (30) minutes of waiting time prior to the scheduled appointment time at ~~a~~ customer.
- 30.10 ~~Any~~ interruption of a mileage trip ~~in~~ a Metropolitan ~~area~~, solely in Ontario, for the purpose of shunting, unloading, loading or ~~driving~~, will be paid at the hourly rate for the duration of the interruption(s) in the Metropolitan ~~area~~.

ARTICLE 30.00A - CRITERIA FOR INCENTIVE PROGRAM

30.01A Incentives are based on operating parameters that are the most accurate indicators of driver performance and **can only** be achieved through professional driving habits. There **are** four categories that will be **judged**. A **maximum** score of ten (10) points **will** allow and additional increase to the base rate as per Article 30.00B.

If a driver scores lower than 7.00 points, they will not receive any incentive pay.

- (a) **Engine Idling**
Start with 3.75 points
15% of actual road hours will be **allowed** for idling
For every 1% over the **15% allowed**, these **will** be a deduction of 1/2 (one-half) point.
- (b) **Speeding**
Start with 3.75 points
Corporate speed limit is 95kph
3% of **actual road hours** will be allowed for over 100kph
For every 1% over the 3% allowed, there will be a deduction of 1/2 (one-half) point.
- (c) **RPM**
Start with 1.25 points
Maximum RPM allowed is 1800
0% over the 1800 **mark** is allowed
There will be a deduction of 1/2 (one-half) point for each occurrence over 1800.
- (d) **Deceleration**
Start with 1.25 points
Judged by the overall smoothness of tach **card** line.
If there are constant spikes that indicate heavy deceleration (**braking**), there will be a deduction of 1/2 (one-half) point per occurrence. **This** will be **judged** by the Tach **Card** reader.

ARTICLE 30.00B - INCENTIVE PROGRAM

Effective in the contract year beginning July 1, 1994, the following Incentive Program rates will be effective.

INCENTIVE PROGRAM

<u>POINTS</u>	<u>HOURLY</u>	<u>MILEAGE</u>
7.00	.130	.0025
7.25	.145	.0029
7.50	.160	.0032
7.75	.175	.0035
8.00	.195	.0038
8.25	.210	.0041
8.50	.220	.0044
8.75	.240	.0047
9.00	.260	.0050
9.25	.275	.0053
9.50	.290	.0056
9.75	.305	.0059
10.00	.325	.0062

ARTICLE 30.00B - INCENTIVE PROGRAM

Effective in the contract year beginning July 1, 1995, the following Incentive Program rates will be effective.

C _____ M

<u>POINTS</u>	<u>HOURLY</u>	<u>MILEAGE</u>
7.00	.270	.0058
7.25	.285	.0062
7.50	.300	.0065
7.75	.315	.0068
8.00	.335	.0071
8.25	.350	.0074
8.50	.360	.0077
8.75	.380	.0080
9.00	.400	.0083
9.25	.415	.0086
9.50	.430	.0089
9.75	.445	.0092
10.00	.465	.0095

ARTICLE 30.00B - INCENTIVE PROGRAM

Effective in the contract year beginning July 1, 1996, the following Incentive Program rates will be effective.

INCENTIVE PROGRAM

<u>POINTS</u>	<u>HOURLY</u>	<u>MILEAGE</u>
7.00	.410	.0091
7.25	.425	.0095
7.50	.440	.0098
7.75	.455	.0101
8.00	.475	.0104
8.25	.490	.0107
8.50	.500	.0110
8.75	.520	.0113
9.00	.540	.0116
9.25	.555	.0119
9.50	.570	.0122
9.75	.585	.0125
10.00	.605	.0128

**ARTICLE 31 - PAYMENT FOR SAFETY AND HEALTH COMMITTEE
MEETINGS AND ACTIVITIES**

31.01 Members of the Safety and Health Committee shall be remunerated in accordance with the provisions of the Canada Labour Code Sections 135(9) and 136(5), and their successor provisions, while performing functions and duties mandated by the Canada Labour Code.

ARTICLE 32 - SHUNT INCENTIVE

- 32.01** Shunters will be paid hourly at the normal applicable hourly rate.
- 32.02** The Shunt Incentive will be paid to shunters after 100 days worked with the Employer and will be based on the following parameters:
- (a) To qualify for the full incentive shunters must load at least 10 loads in a 12-hour shift.
 - (b) Employees who fail to load at least 10 loads in a 12-hour shift will receive half of the full Shunt Incentive per load.
 - (c) Employees on duty for less than an 8-hour period will not be eligible to receive any incentive.
 - (d) Employees who have a designated helper, will not be entitled to full incentive.
 - (e) Rack/Rail trailers are excluded from any shunt incentive.
- 32.03** During the term of this Collective Agreement the shunt incentive will be \$5.00 per load provided the Employee fulfills the parameters described in 32.02 above.
- 32.04** During the term of this Collective Agreement the shunt incentive will be \$3.00 per load only when a designated helper is assigned and the employee fulfills the parameters described in 32.02.

ARTICLE 33 - DISPATCH PROCEDURE

- 33.01**
- (a) All dispatches of work on an hourly-paid basis **within** a division from the home Terminal shall be assigned to drivers who are qualified and experienced in such **work**, on the basis of seniority, subject to their availability for work at the time the dispatch is assigned.
 - (b) In the Steel Division, dispatchers for the first shift of each day on switch trucks will be on the basis of **seniority** in accordance with 33.01(a) above, but, thereafter seniority may not apply due to the continuous nature of the operation in **this** Division **and** due to the practice of **normally** allowing **drivers** to operate the **same** vehicle on **an** ongoing basis,
 - (c) If for any reason there is a shortage of work in **an** Employees' home terminal where the Employee will **not** be offered their regular hours of work, the Employee may request through Dispatch to have their **name** placed on the bottom position of the Dispatch list for work out of another Terminal. The **Employee** must have the requisite qualifications to **perform** the **job(s)** at all times in order for procedure to apply.
 - (d) Company Seniority drivers within a division from the home terminal shall be assigned to a dispatch before a Driver Service driver, subject to their qualifications and availability for work at the time dispatch is assigned.
 - (e) If there is a reduction in the number of drivers required to complete all the available work in any **particular** shift, within a division from the home **terminal**, then such work shall be assigned to Company Seniority drivers who are qualified and experienced for such work subject to their **availability** for **work** at the time the dispatch **is** assigned. **Company** Seniority drivers who qualify will have preference over Driver Service drivers.
 - (f) All dispatches for **Company Seniority** drivers, driver services, owner/operators and/or brokers will be directed **by** authorized Company Dispatchers.
- 33.02** Dispatches will be arranged where practical, **so** as to allow drivers a maximum of **two (2)** hours to report for **duty** after being so notified,

they have had ten (10) hours **off** duty. Notwithstanding the above, **the Parties** agree that where there is no **Employee** with ten (10) hours **off** duty, then the Employee with the most hours **off** duty will be dispatched, provided that a driver has had a **minimum** of eight **(8) hours off duty**.

- 33.04** The Company has sole authority to determine what loads are available for dispatch.
- 33.05** Employees must notify the dispatch department of their availability for a next day's **assignment** by 5:30 p.m. advising of how they **may be** reached for assignment. Failing such notice **an Employee waives** their right to be considered for available assignments.
- 33.06** Where practical dispatches will be made by 7:00 p.m. The parties understand that this time period may **not** be practical in the steel division.
- 33.07** Assignments which become available after 7:00 p.m. and after an Employee has already been dispatched will be made available to remaining Employees.
- 33.08** **Unless notified** not to report **for work** prior to their scheduled reporting time **an** Employee shall be entitled upon reporting for work to receive four **(4)** hours' pay at their regular rate.

ARTICLE 34 - DRIVER EXPENSES

- 34.01** Where an Employee is required to lay over on a **TRIP** solely within the Province of Ontario, an Employee shall receive a flat amount of \$25.00 in lieu of expenses where the Employee sleeps in his bunk for a period of **six (6)** hours or more.
- 34.02** On a **TRIP** solely outside the Province of Ontario, in excess of 48 hours, the Employee will be entitled to a payment of \$25.00 in lieu of expenses where the Employee sleeps in the bunk for a period of **six (6)** hours or more. **Such \$25** payment **shall thereafter** apply to each successive twenty-four (**24**) hour period on the **same** terms and conditions.
- 34.03** The Employer shall continue its current practice of corporate motel accounts.
- 34.04** Where an Employee is on layover, without **moving**, for a period in excess of sixteen (16) hours then the Employee shall be entitled to a maximum of four (**4**) hours pay **at** the straight time hourly rate, if the Employee has not **moved** for a total of **twenty-four (24)** hours, the Employee will be entitled to **another (4)** hours of pay **at** the straight time hourly rate. The payment schedule shall continue **as set out** above until the Employee has been moved.
- 34.05** The Employer will provide receipts for **all** personal phone calls or other personal expenses **that are** paid by the Employee to the Employer. These receipts will **be** provided upon request through the Operations Department.

ARTICLE 35 - BREAKDOWN POLICY

- 35.01** On hourly rated TRIPs the Employee shall receive their straight time hourly rate for all breakdown time until the repairs **are** effected or until the Employee is returned to their **home** terminal, whichever shall **first** occur.
- 35.02** On mileage TRIPs the Employee will be paid for a **maximum** of eight **(8)** hours per twenty-four **(24)** hour period of breakdown time, plus reasonable accommodation **and** meal expenses upon **presentation** of receipts at **their home** terminal and **until** repairs are effected. If the Employee is instructed to return to their home terminal because of the **impracticality** of completing repairs in reasonable time, the Employer shall pay for all associated expenses.

ARTICLE 36 - HOURS OF WORK AND OVERTIME

- 36.01 Nothing in this Collective Agreement shall be interpreted **so** as to provide **any** guarantee of work or minimum hours of work.
- 36.02 Overtime work shall be paid at the rate of time and one-half the Employee's **straight** time hourly rate for all **hours** worked in excess of 57½ hours worked in a week. **The** parties understand and agree that all hours spent on mileage-rated TRIPs shall not be included for the purpose of calculating hours worked for the purpose of overtime calculation.
- 36.03 The work **week may** commence on Sunday.
- 36.04 **The Union** agrees to cooperate with **the Employer** in the **scheduling and working** of overtime.
- Where the Employer has overtime work available it will normally be offered first to available, experienced, qualified, on-duty Employees, who normally perform the work. If **a** sufficient number of volunteers for such overtime are not obtained, the Employer may next offer such overtime to experienced, qualified, **off-duty** Employees **who** normally perform the work, on **the basis** of seniority, if sufficient volunteers for such overtime are not obtained, then the junior experienced, qualified, **off-duty** Employee(s) shall **work** the required **overtime**.
- 36.05 **On** an hourly rated TRIP, Employees shall be paid at their straight time hourly rate for **two (2)**, fifteen (15) minute coffee breaks per **shift** to be taken **at** the Employer's discretion.
- 36.06 Employees shall take **a** 30-minute unpaid lunch break to be scheduled at the Employer's discretion **and** to be scheduled **so as** not to unduly **cause a** disruption in service to customers.
- 36.07 Time spent on coffeebreaks shall be included for the purpose of all overtime calculation.

ARTICLE 37 - MATERIAL AND EQUIPMENT

37.01 The parties to **this** Collective Agreement will continue to cooperate in order to maintain a **high** level of **safety** and to reduce as much **as** possible the accidents **and** accident **risks**.

EQUIPMENT

- (a) It is to the mutual advantage of both the Employer and the **Employee** that Employees shall not operate vehicles which are not in **a** safe operating condition **and** not equipped with the **safety** appliances required **by** law.
- (b) It shall be the duty of Employees to report promptly in **writing** to the Employer all defects in equipment,
- (c) It shall be **the** duty **and** responsibility of the Employer to maintain all vehicles in a **safe** operating condition in accordance with the Department of Transport's regulations.
- (d) The determination in respect to the condition of equipment shall rest with the **senior** qualified supervisor.

37.02 The Employer will endeavour to **keep** speedometers **and** tachometers in proper working order **and** reasonably accurate.

37.03 The Employer will not compel any Employee to operate a vehicle in excess of the legal load limits.

37.04 In the event that Employees are required to handle hazardous material, they shall be supplied **with** the necessary personal protective apparel and equipment **as** required by the **Canada Labour Code**.

37.05 The Employer will ensure that the following equipment is maintained in operating condition on all highway vehicles:

- (a) brakes, stop **and** signal lights;
- (b) steering;
- (c) heater **and** defroster;

- (d) exhaust system;
- (e) indicator or air pressure warning system;
- (f) headlights and taillights;
- (g) windshield wipers;
- (h) heated mirrors on both sides for trucks purchased after June 1, 1991;
- (i) convex mirrors, on both sides;
- (j) air conditioning on trucks regularly utilized in the lime division;
- (k) Jacob brake for trucks regularly utilized in the lime and steel highway divisions;
- (l) access ladders for hopper trains regularly utilized in the bulk division.

ARTICLE 38 - PRIOR AGREEMENTS

38.01 It is understood and agreed that all previous agreements whether oral or written by and between the Employer and any of its Employees or the Union are superseded by this Collective Agreement.



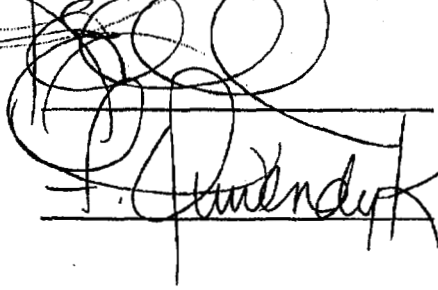
ARTICLE 39 - TERM OF THE AGREEMENT

39.01 **This Collective Agreement shall commence on June 30, 1994 and shall remain in force and effect for a period of three (3) years until June 29, 1997 and shall continue from year to year thereafter provided however that either party may, not less than thirty (30) days nor more than ninety (90) days prior to the termination date hereof give notice to the other party to terminate this Collective Agreement or to negotiate revisions hereto.**

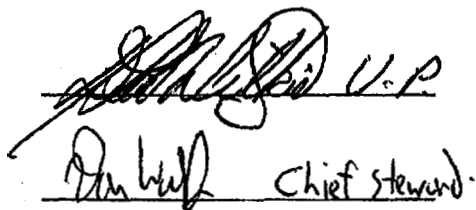
The Company reserves the right to have the above-noted language reviewed by legal counsel and all errors and omissions corrected thereby.

Dated at Scarborough Ontario, this 10 day of July, 1994.

BRUCE R. SMITH LIMITED



**COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
LOCAL 8117**


Dan Wolf Chief Steward

APPENDIX "A"

Re Memorandum of Settlement

OTHER

- 1.01 **Company to provide two hundred (200) copies of the signed agreement.**
- 1.02 **The Union will agree to unanimously make a recommendation of acceptance to its membership.**

LETTER OF UNDERSTANDING

BETWEEN:

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 8117**

-and-

**BRUCE R. SMITH LIMITED AND
OAKHALL TRANSPORT INC.**

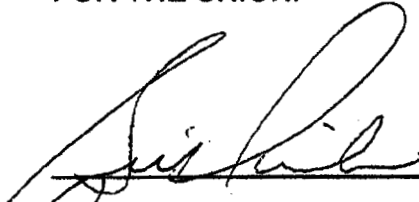
The parties hereto confirm the following mutual understanding and agreement concerning the application of Article 28 of the Collective Agreement.

Addition of Article 28.08 to read as follows:

28.08 Except as otherwise provided, Employees shall be paid \$10.00 for each pickup or delivery to customers for Dow Chemical. Such payment shall be in lieu of hourly rate.

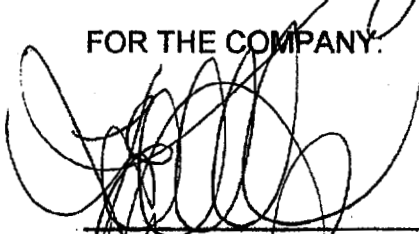
DATED at Shree, Ontario this 30th day of Aug, 1994

FOR THE UNION:



President 8117

FOR THE COMPANY:



President.

LETTER OF UNDERSTANDING

BETWEEN:

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION
LOCAL 8117

and

BRUCE R. SMITH LIMITED

and

OAKHALL TRANSPORT INC.

The parties hereto agree and confirm the following mutual understanding concerning dispatching policy for the day cab drivers at the Bruce R. Smith Limited, Brockville location..

DIRECTIVE

The dispatchers who are responsible for the movement of goods from Ontario to Quebec are under the directive from Management, that whenever possible, all day cab drivers out of the Brockville location, are to be scheduled on pin to pin (drop/switch) loads that are destined for Quebec locations.

NOTE

This directive does not give the drivers the right to refuse other loads that require them to wait while their trailer is being loaded or unloaded or when they are required to assist in the loading or unloading. These loads are exceptions rather than the rule for the Brockville day cab drivers. Each time this exception occurs, the Employee will be paid at their straight time hourly rate after the first two on duty hours, excluding unpaid lunch, following appointment time and until the loading or unloading is completed. This letter will only apply to loads in the Province of Quebec.

DATED at SIMCOE, ONTARIO this 17th day of Aug. 1994.


FOR THE UNION

President 8117


FOR THE COMPANY

President

AGREEMENT

BETWEEN:

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, LOCAL 8117**

(the "Union")

- and -

**BRUCE R. SMITH LIMITED ("Smith")
OAKHALL TRANSPORT INC. ("Oakhall"), and
NATCOR TRANSPORTATION LIMITED ("Natcor")**

WHEREAS the Union filed applications under Sections 35 and 44 of the Canada Labour Code under CLRB Board File Nos. 560-306 and 585-520;

AND WHEREAS the parties hereto wish to resolve the aforementioned applications in conjunction with renewing the current collective agreement between the Union and Smith, which collective agreement expires September 21, 1994;

NOW THEREFORE the parties herein agree as follows:

1. Smith and Oakhall agree that they are a single employer pursuant to Section 35 of the Canada Labour Code and that Smith and Oakhall are both parties to and bound by the collective agreement effective September 22, 1991 and expiring September 21, 1994, which collective agreement was Schedule "2" to the applications filed with the **Canada Labour Relations Board** by the Union.

2. The current collective agreement between the Union and Smith has been re-negotiated, such amendments including, inter alia, the addition of Oakhall as a party, and a new term for the collective agreement to be from July 1, 1994 until June 30, 1996. Both Smith and Oakhall are to be parties to and bound by the new collective agreement.
3. The applications insofar as Natcor is concerned are withdrawn by the Union.
4. This Agreement is subject to ratification by the parties. Pending ratification, the parties will request that the proceedings before the Board currently scheduled for June 7-10, 1994 be adjourned sine die.
5. Upon ratification, contents of this Agreement are to be placed before the Canada Labour Relations Board and the Board requested to issue a letter decision giving effect to the contents of this Agreement.

Dated at Shore this 30th day of August, 1994.

FOR THE UNION:

FOR SMITH:

FOR OAKHALL:

FOR NATCOR:

M. A. Smith

**LETTER OF UNDERSTANDING
ATTACHED TO AND FORMING PART OF THE COLLECTIVE AGREEMENT**

The Employer agrees that:

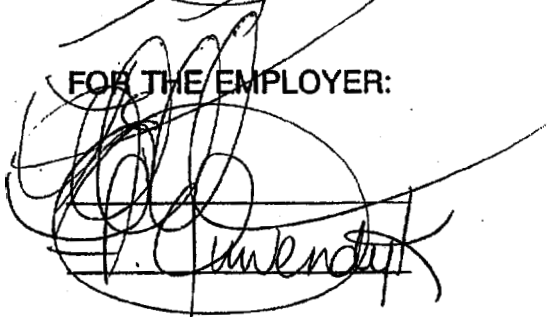
- (a) the Driver Service content at any terminal shall not exceed thirty-five percent (35%) of the total unionized drivers at that terminal;
- (b) effective June 30, 1994, it will hire thirty-three (33) of the Driver Service drivers to be drivers of the Employer who are subject to the Collective Agreement.

The Union agrees that:

- (a) there will not be a strike, work stoppage, slowdown, occupation of the sites, work reduction, wherever it might be, in any form, duration or extent at Dow Chemical, Nestle's Canada Inc., Proctor & Gamble and Accuride Canada Inc. either during the life of this Collective Agreement or thereafter.

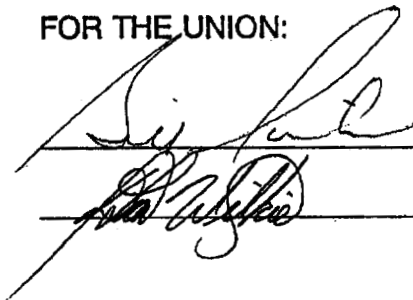
DATED at Mississauga Ontario, this 30th day of July, 1994.

FOR THE EMPLOYER:



A large, circular handwritten signature in black ink, appearing to be "M. Mendel", written over a horizontal line.

FOR THE UNION:



Two handwritten signatures in black ink, written over two horizontal lines. The top signature is larger and more stylized, while the bottom one is smaller and more legible.

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