

Collective Agreement
between

Bruce R. Smith Limited
and

Communications Energy and
Paperworkers Union

of Canada

Local 8117

June 30, 1997 to June 29, 2000

09322 (03)

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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.

UNION 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 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 thirty (30) calendar days in advance of the opening of the Terminal.

3.07 The Employer will schedule monthly meetings with the Local 8117 Union President and/or their designate and designated representatives of the Company.

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 Notional Representative present at such meetings.

The Local Union President and/or their designate who may be required to attend these Labour Relations Committee meetings will be paid up to a maximum of **four (4) 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.

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.

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 worklag 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 My 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 JO- 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 Industrial Relations 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 Director of Industrial Relations.

(b) Within seven-(?) calendar days of the filing of such a grievance in writing, a written decision from the Industrial Relations 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 Director of Industrial Relations or their designate within fourteen **(14)** calendar days **of the** date of the decision **ought to** have been given at Step I.

A meeting shall be held at Step 2 **between the** Employee and the Union (including **a** National Representative where the Union **so** requests, **and** the Director of Industrial Relations or their designate within seven **(7)** calendar days of the presentation of the grievance at Step 2. **A** grievance meeting where it **is** mutually agreed upon by **all** parties that the Employee be present, the Employee **will** be compensated up to one **(1)** hour at the Employees' straight hourly rate. **Such a** request will not unreasonably be withheld.

A written decision must **be** provided by the Director of Industrial Relations within fourteen **(14)** calendar 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 fourteen **(14)** calendar 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 **then** 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 **of** their home **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)

consecutive 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) consecutive 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) within a reasonable period of training up to one (1) day paid, if required.

In the event of a layoff within a terminal of four (4) consecutive working days or more, Employees shall be entitled to use their accumulated seniority to bump a more junior Employee from any terminal within eighty (80) miles of their home terminal in order to remain actively at work. Employees who exercise their right to bump shall contact the Industrial Relations Department and shall have the requisite qualifications to perform the job(s) within a reasonable period of training, up to one (1) day paid, if required.

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.
- (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

The scheduling *of* the Employee's birthday shall **be** at the Employer's discretion, **but** will not unreasonably be withheld provided the Employee gives **at** least **two (2)** weeks prior **notice** in requesting the holiday.

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 **and/or** mileage driven 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, to attend the funeral **or** memorial service 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

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 CSA approved prescription safety glasses. Employees shall be reimbursed for such

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 and provided it is 6 months after the first pair was purchased. The old boots must be handed in to qualify for the next pair.

22.01 Upon proof of purchase provided by the Employee to the Employer, the Employer will contribute up to a maximum of ninety-five dollars (\$95.00) 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.

ARTICLE 22 - SAFETY SHOES

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.

in applicable federal and provincial labour and transportation legislation and regulations.

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 |
| Steel Shunters | three (3) pairs |
| All other Full Time Employees | one (1) pair |

Employees in the full time lime division and steel shunters will only be entitled to one pair of **coveralls every four (4) months in each contract year.**

All employees, upon receiving new coveralls, must either return their used pair to the Company or have a payroll deduction of five **(\$5.00)** dollars.

ARTICLE 24 • PAY PERIOD

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

24.02 **Pay** shortages will be paid the following pay period when brought **to the attention of** the Company. In the event of the **Employers' oversight**, shortage in excess of seventy-five **(\$75.00)** dollars **gross** pay will be deposited within two **(2)** business days of notification to the payroll department.

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 during working hours, one (1) day's notice will be given the Employee.
- (c) A report of the examination will be made available to the Employee through the doctor designated by the Employer.
- (d) No Employee shall be required to take a medical examination on a Saturday unless the Employee so requests and does so voluntarily.
- (e) Medicals are not to exceed Government Standards.
- (f) 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.

- (g) 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 arrange 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 its 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, \$3.25 each shall be paid for each hook and drop other than the initial hook and final drop at your home terminal on each TRIP. Such payment shall be in lieu of hourly rate.

28.02 Except as otherwise provided, Employees shall be paid as follows for unloading or loading vans.

\$15.00 for full truckload on any TRIP.

\$7.50 for each less than truckload on any TRIP.

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:

\$20.00 for full truckload on any TRIP;

\$10.00 for each less than truckload on any TRIP.

Such payment shall be in lieu of hourly rate.

28.04 With respect to unloading of vans and flat-decks on a TRIP solely within Ontario, or a TRIP within a 150 mile radius of their home Terminal, Employees shall be paid at their regular straight time hourly rate after the first two (2) on-duty hours, (or one (1) hour on duty on the second and subsequent drops of a multiple load) excluding unpaid lunch, following appointment time and until the unloading is completed.

28.05 On a TRIP solely within Ontario or a TRIP within a 150 mile radius of their home terminal, 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:

28.06 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 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 initialed by the driver.

ARTICLE 29 - GROUP INSURANCE BENEFITS

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

LIFE:

1 X annual earnings to a maximum of \$25,000;

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, 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 1994 ODA fee schedule for contract year

1997, based on 1995 ODA fee schedule for contract

year 1998, based on 1996 ODA fee schedule for

contract year 1999.

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:

\$12.61 per pay period for single coverage

\$23.44 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, 1997:

| | |
|--------------------------|---------------------|
| Probationary Rate | Regular Rate |
| \$12.25/hour | \$14.63/hour |

Effective as of and from July 1, 1999:

| | |
|--------------------------|---------------------|
| Probationary Rate | Regular Rate |
| \$12.25/hour | \$15.00/hour |

30.02 **Effective as of and from July 1, 1997:**

| | |
|--------------------------|---------------------|
| Probationary Rate | Regular Rate |
| 29¢/mile | 34¢/mile |

Effective as of and from July 1, 1999:

Probationary Rate Regular Rate

29¢/mile 35¢/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*Miller Practical 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*Miller ~~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 practical 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 (as defined). City or Town, solely in Ontario, or within a 150 mile radius of their home terminal, for the purpose of shunting, unloading, loading or driving, will be paid at the hourly rate from the time the driver leaves the first destination until the driver reaches his last destination.

30.11 All drivers working in the capacity of "DRIVER TRAINER" will be paid a flat rate of twenty (\$20.00) dollars per day in addition to their regular earnings.

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.

BONUS: \$400.00 every quarter.

Eligibility:

1. Must have been a seniority Employee for twelve (12) months prior.
2. Must have worked 75% of the time.

Criteria:

1. Paperwork must be completed properly and handed in on the .
2. Cannot be absent from work for more than two incidents.

- 3, Work Performance must meet or exceed the average productivity for the job.
- 4, Proper use of on board **monitoring devices**, this includes tachographs.

If any of the above criteria are not met **25%** per item **will be deducted off of the bonus.**

5. Speeding in excess of Company and/or posted speed limits:

- | | |
|-----------------|------------------------------|
| 3 offences | deduct 25% of bonus. |
| 4-6 offences | deduct 50% of bonus. |
| over 6 offences | deduct 100% of bonus. |

6. Preventable Accidents:

- | | |
|-------------------------|------------------------------|
| \$500 to \$1000 | deduct 25% of bonus. |
| \$1001 to \$2500 | deduct 50% of bonus. |
| \$2501 to \$5000 | deduct 75% of bonus. |
| over \$5000 | deduct 100% of bonus. |

At the end of each quarter each driver will be reviewed by the Industrial Relations department and it will be determined **who** is eligible for the bonus. The bonus will be paid out the third pay period after the end of the bonus period.

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 - STEEL SHUNT INCENTIVE

- 32.01 Steel Shunters will be** paid hourly at the normal applicable hourly rate.
- 32.02** The Shunt Incentive will be paid to steel shunters after 100 days worked with the Employer and will be based on the following parameters:
- (a) To qualify for the full incentive **steel 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.
- 33.03** A driver at their home terminal will not be considered available for dispatch unless 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 **five (5)** hours' pay at their regular rate.

33.09 Employees must call dispatch before 11:00 AM on Saturdays, for their first dispatch of the new week. Failing such notice, an employee waives his right to be considered for available assignments.

ARTICLE 34 - DRIVER EXPENSES

34.01 The Employer shall continue its current practice of corporate motel accounts.

34.02 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.

34.03 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 Industrial Relations 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.

- 35.03 When repairs are being done to a tractor or trailer, such time must be specified on the driver's time sheet and authorized and signed by the applicable mechanic. Such authorized time shall be remunerated at the Employee's straight time hourly rate. When repairs are being made at a Company Maintenance Facility, the driver may be required to perform reasonable work duties assigned to him, until such repairs have been completed.

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 57-1/2 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 coffee breaks 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, 1997 **and** shall remain in force and effect for a period of three (3) years until June 29, 2000 **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 Wark, Ontario, this 27th day of July, 1997.

BRUCER SMITH LIMITED

COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION
LOCAL 8117

[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

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

The Employer agrees that the Driver Service content at any terminal shall not exceed ten percent (10%) of the total unionized drivers at that terminal;

Dated at Wark, Ontario, this 29th day of July, 1997.

FOR THE EMPLOYER:

[Signature]
[Signature]

FOR THE UNION:

[Signature]
[Signature]
[Signature]