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No. OF EMPLOYEES	145		
NOMBRE D'EMPLOYÉS	D. S.		

COLLECTIVE AGREEMENT

B E T W E E N :

BRUCE R. SMITH LIMITED

- and -

**ENERGY AND CHEMICAL WORKERS
UNION, LOCAL 8117**

OCT - 9 1991

09322(01)

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ARTICLE 1 - PURPOSE OF **THE COLLECTIVE AGREEMENT AND DEFINITIONS**

1.01 The purpose of this Collective Agreement is to provide an 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 sixty (60) working days. In such case the temporary Employee shall be considered to have completed his probationary period as specified in this Collective Agreement and shall be considered a seniority Employee as of that date.
- 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.

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 offence for which a pardon has been granted, or with respect to his 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.

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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 one (1) Union Steward in each of the Steel Division and the Freight Division and in addition, may elect or appoint a Chief Steward from any division, 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 himself 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 him, 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 grievor.

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

PRELIMINARY STEP

(a) An Employee who has a grievance other than a disciplinary grievance, must submit a complaint verbally to his immediate supervisor within five (5) working days following the event giving rise to such grievance. The immediate supervisor must answer the grievance within a maximum of five (5) working days following the date on which the grievance was presented orally.

FIRST STEP

(b) In the case of a grievance which has not been resolved in the preliminary fashion outlined in (a) above, or in the case of a disciplinary grievance other than a grievance dealing with suspension or discharge, the Employee will present his grievance in writing to his operations supervisor within five (5) working days following the reply or the date to the reply ought to have been given at the preliminary step or within five (5) working days following the taking of disciplinary measures as the case may be.

Within ten (10) working days of the filing of such a grievance in writing, a meeting shall be held between the Employee, the Union where the Employer so requests and the Operations Supervisor. A written decision from the Operations Supervisor must be communicated to the Employee within five (5) working days following the date of such a meeting.

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 Operations or his designate within ten (10) working days of the date of the decision or the date the decision ought to have been given at Step 1.

A meeting shall be held at Step 2 between the Employee, the Union (including a National Representative) where the Employee or the Union so requests, and the Director of Operations or his designate within five (5) working days of the presentation of the grievance at Step 2. A written decision must be provided by the Director of Operations 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 - PROMOTION AND TRANSFER

- 12.01 When a job vacancy occurs within the terminal, such vacancy will be posted within the terminal for a period of five (5) working days, Saturdays, Sundays and Holidays excluded. Employees within the terminal 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.
- 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. Should the successful applicant for a posted vacancy be unsatisfactory he shall be returned to his 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

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 workforce 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) The probationary period for any new Employee shall be a period of thirty (30) 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 purposes of this Collective Agreement. The seniority date of an Employee who successfully completes the probationary period shall date from his last date of hire.
- (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 been hired on the same 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 his employment shall be deemed to be terminated in the following circumstances:
- (1) should he voluntarily quit his employment;
 - (2) should he retire in accordance with the Employer's standard retirement policy or otherwise;
 - (3) should he be discharged for just cause;
 - (4) should he fail to return to work within five (5) working days after having been notified to do so by registered mail to his last known address in the records of the Employer, upon recall from layoff;
 - (5) should he accept gainful employment while on leave of absence without first obtaining consent from the Employer in writing;
 - (6) should he fail to return to work following completion of an authorized leave of absence;

- (7) should he be laid off for a period of time equal to his seniority as at the date of lay-off, or , for a maximum period of twenty-four (24) months, whichever shall first occur:
- (8) should he be absent from work as a result of sickness or injury, or should he be on Workers' Compensation and unable to return to work, for a period in excess of twenty-four (24) months:
- (9) should he 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.

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

(b) Effective in the second (2nd) year of the Collective Agreement add to the list of Holidays - Employee's birthday.

(c) Effective in the third (3rd) year of the Collective Agreement add to the list of Holidays - Floater. The Employer has the right to limit the number of Employees off on a floater at any one time. The scheduling of the floater will 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 he:

- (a) is a seniority Employee;
- (b) works his last regularly scheduled shift immediately preceding, and his first regularly scheduled shift immediately following, such Holiday, unless he is excused by the Employer: and,
- (c) has actually performed work for the Employer and received wages therefor during the fifteen (15) calendar day period immediately preceding the day on which the Holiday is celebrated.

15.04 If an Employee is required to work on a holiday and such day is not part of his regular work schedule then, he shall be paid for all hours worked on the holiday at the rate of one and one-half times his regular straight time hourly rate in addition to his 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 receive vacation pay at the rate of four percent (4%) of "total wages" paid during the applicable vacation pay year.
- (b) Employees who on January 1st of each year have accumulated at least one (1) year of service, but less than six (6) 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 on January 1st of each year have accumulated at least six (6) 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 on January 1st of each year have completed ten (10) or more years of service with the Employer shall be entitled to receive 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 his employment during the vacation year will be entitled to payment of vacation pay as defined in this article for all unused vacation time.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 A seniority Employee will be granted three (3) consecutive working days leave, without loss of wages, in the case of the death of a parent, spouse, brother, sister, child, mother in law and father in law.
- 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 he would otherwise have worked to a maximum of nine (9) hours, at his regular straight time hourly rate.

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 shall contribute up to a maximum of sixty dollars (\$60.00) once per contract year, for the purchase by the Employee of one (1) pair of Employer-approved safety boots. Employees shall be reimbursed for such expenses only after one (1) year of employment.
- 22.02 Employees in the Lime Division are entitled to two (2) pairs of safety shoes under the same conditions as are set out in 22.01 above.

ARTICLE 23 - UNIFORMS

23.01 The Employer shall provide Steel Shunter and full-time Lime Division Employees with a maximum of three (3) pairs of coveralls each contract year. The Employer shall provide all other Employees with one (1) pair of coveralls each contract year.

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.

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 his home community or home terminal he shall be supplied transportation to and from such city and be paid at the regular hourly rate for the time involved.

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.

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 \$13.00 for unloading and loading vans. Such payment shall be in lieu of hourly rate. Effective in the third year of this Collective Agreement, Employees shall be paid \$14.00 for unloading and loading vans subject to the same terms as above-stated.
- 28.03 Except as otherwise provided, Employees shall be paid as follows for unloading and loading flat-deck trailer:
- \$18.00 for the first stop on any trip;
 - \$13.00 for each subsequent stop on any trip.
- Such payment shall be in lieu of hourly rate.
- 28.04 Effective in the third year of this Collective Agreement, Employees shall be paid \$19.00 and \$14.00 respectively for unloading and loading flat-deck trailers subject to the same terms as above-stated.
- 28.05 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.
- 28.06 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 three (3) on-duty hours, excluding unpaid lunch, following appointment time and until the unloading is completed.
- 28.07 On a trip solely within Ontario when an employee is required to load or unload non-paletized product then the employee shall be paid his regular straight time hourly rate for all hours so worked from the appointment or assignment time. In the event that a full load of paletized product is required to be broken down by hand then the employee shall be paid in the manner specified in this clause.
- 28.08 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: 1 X annual earnings to a maximum of \$100,000;
Terminates at retirement;
Waiver of premium to age 65;
Non-medical maximum of \$100,000.

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.

Dental: Nil deductible:
100% coinsurance;
Preventative and basic services @ 100%:
Unlimited calendar year maximum;
Terminates at retirement;
Two-year survivor.

- 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:
 - \$6.87 per pay period for single coverage;
 - \$13.73 per pay period for family coverage.

ARTICLE 30 - HOURLY AND MILEAGE RATES

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

Effective as of and from September 22, 1991:

Probationary Rate	Regular Rate
\$12.25/hour	\$12.88/hour

Effective as of and from September 22, 1992:

Probationary Rate	Regular Rate
\$12.25/hour	\$13.40/hour

Effective as of and from September 22, 1993:

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

30.02 The following mileage rates shall pertain to drivers during the term of this Collective Agreement:

Effective as of and from September 22, 1991:

Probationary Rate	Regular Rate
29¢/mile	31¢/mile

Effective as of and from September 22, 1992:

Probationary Rate	Regular Rate
29¢/mile	32¢/mile

Effective as of and from September 23, 1993:

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 with the mileage rate to apply to the total trip mileage.

30.04 Mileage shall be calculated on the basis of Rand McNally book mileage.

30.05 On a quarterly basis the Company agrees to meet with representatives of the Union to review any mileage trips where the differential between mileage calculated by Rand McNally book mileage and actual driver 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 choose and be remunerated on the basis of the shortest practicable route unless the Employer has issued alternative instructions,
- 30.07 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 Employee's 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.

**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 **30 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** 6-hour period **will** not be eligible to receive **any** incentive.
- 32.03** During the term of this agreement **the** shunt incentive will be **\$5.00** per **load** provided the Employee fulfills the parameters described in 32.02 above.

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.
- 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 his home terminal will not be considered available for dispatch unless he has 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 dispatch, 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 he may be reached for assignment. Failing such notice an Employee waives his 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 his scheduled reporting time an Employee shall be entitled upon reporting for work to receive four (4) hours' pay at his 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 twenty-four (24) hours then the Employee shall be entitled to a maximum of eight (8) hours' pay at the Employee's straight time hourly rate for every twenty-four (24) hour period on layover.

ARTICLE 35 - BREAKDOWN POLICY

- 35.01 On hourly rated trips the Employee shall receive his straight time hourly rate for all breakdown time until the repairs are effected or until the Employee is returned to his 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 his home terminal and until repairs are effected. If the Employee is instructed to return to his 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 52½ 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 Employees shall be paid at their straight time hourly rate for two (2), 15-minute 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 line 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 September 22, 1991 and shall remain in force and effect for a period of three (3) years until September 21, 1994 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.

Dated at _____, Ontario, this ____ day of _____, 1991.

BRUCE R. SMITH LIMITED

ENERGY AND CHEMICAL
WORKERS UNION LOCAL 8117

APPENDIX "A"

LETTER OF UNDERSTANDING

B E T W E E N :

ENERGY AND CHEMICAL WORKERS UNION LOCAL 8117

- and -

BRUCE R. SMITH LIMITED

The Parties hereto confirm the following mutual understanding and agreement concerning the application of Clause 3.01 of the Collective Agreement:

The Parties agree that all positions and any and all Employees from time to time occupying said positions in respect of the driver service contracts between BRUCE R. SMITH LIMITED and KELLOGG CANADA INC. and CANADA WIRE AND CABLE LIMITED, which such contracts existed as at the date hereof, shall be excluded from the recognition clause and scope of the Collective Agreement for all purposes during the life of the Collective Agreement. Such Employees shall not exceed eight (8) in total at Kellogg Canada Inc. and two (2) in total at Canada Wire and Cable Limited.

For greater clarity the parties agree that the provisions of the Collective Agreement shall not apply in respect to such positions and persons occupying the said positions from time to time.

Dated at _____, Ontario this ____ day of _____,
1991.

FOR THE UNION

FOR THE COMPANY

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