



CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS
FRATERNITÉ CANADIENNE DES CHEMINOTS, EMPLOYÉS DES TRANSPORTS ET AUTRES OUVRIERS

SOURCE	Union		
EFF.	93	07	01
TERM.	95	06	30
No. OF EMPLOYEES	155		
NOMBRE D'EMPLOYES	155		

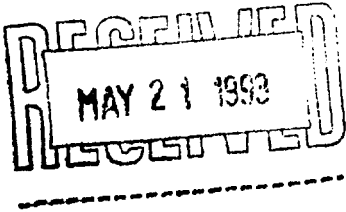
THIS AGREEMENT MADE ON THE 1ST day of MAY 1993

Between

THOMPSON EMERGENCY FREIGHT
(A Division of Thompson Inc.)
(hereinafter referred to as the Company)

And

CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT
And GENERAL WORKERS
(hereinafter referred to as the Union)



Article 1 Intent and Purpose

The general purpose of this Agreement is in mutual interests of the Company, the Union and the Owner-Operator, and is to provide for the operation of the Company and method which will further to the fullest extent possible safety of Owner-Operators, economy of operation, quality and quantity of output, and to establish and maintain a satisfactory procedure to cover the settlement of differences arising out of this Contract, and to set forth payment rates and other contract conditions.

There shall be no effort by either signatory to misinterpret, read into, or delete from any of the provisions of this Agreement.

Therefore, this Agreement between the Union and the Company, signed by the accredited officials of both parties, has been mutually agreed upon and the terms, as laid out, shall be carried out in letter and spirit by both parties.

Article 2 Recognition

The Company recognizes the Union as the sole bargaining agent for all its Owner-Operator working at or out of Windsor., Ontario.

All Owner-Operators covered by this Agreement must be members of the Canadian Brotherhood of Railway, Transport and General Workers Union and they must remain members of the Union in good standing as a condition of continued employment. It is agreed that the Company shall not be required to discharge an Owner-Operator who has refused or denied Union membership unless the grounds upon which the Union refused or terminated the Owner-Operator's membership are valid to the Company.

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The Company shall send to the Union office each month a list of names and addresses of **all** new Owner-Operators and the names and current addresses of those Owner-Operators who have terminated.

The Company shall deduct regular Union dues in the amount as provided for in the Union By-Laws and Constitution from the first settlement cheque of each calendar month due to each Owner-Operator and remit such monies so deducted to the Canadian Brotherhood of Railway, Transport and General Workers, 2300 Carling Avenue, Ottawa, Ontario K2B 7G1 on or before the 15th day of the month following the month in which such deductions are made.

The Company will at the same time submit a list of the Owner-Operators from whose settlement the Company and save **it** harmless against all suits, claims or demands made against **it** by reasons of the deduction of dues as aforesaid.

Article 3 Management Rights

Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Company and remain exclusively within the rights of the Company and its Management. Without limiting the generality of the foregoing, the Company's rights include:

- A. The right: to maintain order, discipline and efficiency; to make, alter and enforce policies and practices, to be obeyed by its Owner-Operators; to discipline and discharge Owner-Operators for just cause;
- B. The right: to select, hire and control the working force and Owner-Operators; to transfer, assign, promote, demote, classify, layoff, recall, suspend and retire Owner-Operators; to plan, direct and control operations; to select and retain employees for positions excluded from the bargaining unit;
- C. The right: to operate and maintain the enterprise in order to satisfy its commitments and responsibilities; to determine the location of operations and their expansion or curtailment, the direction of the working' force, the scheduling of operations, the sub-contracting of work, the number of shifts, the methods, processes and means of operation, **job** content, quality and quantity standards; the right to use improved methods, machinery and equipment; to decide on the number of hours to be worked, starting and quitting times; and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Company.

Article 3-Management Rights-continued:

- D. The Company will not exercise the foregoing rights in a manner inconsistent with the express terms of this Agreement.

Article 4 Discrimination

No person shall be refused employment or in any manner discriminated against or coerced, restrained or influenced, on account of membership or non-membership in any labour organization.

The Union, its members, and/or its Agents, shall not intimidate or coerce or attempt to intimidate or coerce, in any manner whatsoever, Owner-Operators or employees into membership. Any Owner-Operator or employee found violating this provision will be immediately discharged.

The Union agrees that except with the consent of the Company, no official of the Union and no person authorized by the Union, shall enter the Company's premises and/or engage in Union activities on the Company's premises or during the working hours of an Owner-Operator, except as outlined in the ARTICLE 5 (B) of this Agreement.

Article 5 Stewards

- (A) The Company acknowledges the Union to appoint a maximum of two (2) Stewards for the purpose of discussing and adjusting grievance arising out of the interpretation, application or alleged violation of this Agreement.
- (B) If the Union has a grievance, the Company shall arrange a meeting with an official of the Union within ten (10) days excluding Saturday and Sunday and Statutory Holidays, from the time that the complaint arose, and shall, if necessary, follow through with a request for arbitration in the manner described under the grievance procedure.
- (C) The Union will inform the Company, in writing, of the names of the Stewards and any subsequent change in the Stewards.

Article 6 Grievance Procedures and Arbitration

In this Article, a grievance shall consist only of a dispute concerning interpretation and application of any clause in the Agreement, alleged violation of the Agreement, and alleged abuses of discretion of supervision in the treatment of employees. If any question arises as to whether a particular dispute is or is not a grievance, within the meaning of these provisions, the question may be taken up through the grievance procedure and determined, if necessary, by Arbitration. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

STEP 1

By conference between the aggrieved employee, Steward and Manager assigned with the duties of dealing with such matters, such conference to be held within five (5) days and the Manager shall give his answer within five (5) days of the presentation of the grievance to him.

STEP 2

Failing settlement as in **STEP 1** by the Steward and the Manager, the Steward may ask to make an appointment with a senior official of the Company responsible for such matters in an effort to reach a settlement. It shall be the responsibility of the Manager and the Steward to submit a written report to such senior official of the Company.

STEP 3

Should the parties fail to reach a satisfactory settlement in any of the preceding Steps, the final settlement of the grievance must **be** submitted to a Board of Arbitration as outlined below.

Company Grievance

In the event the Company has a grievance, the Manager shall endeavor to settle the matter with the Steward, and in the event of failure, the dispute may, by mutual agreement, be brought to the attention of a Committee, appointed for this purpose, of Local Union Officials. In so doing, the parties may agree to have this Committee render a decision which shall be final and binding, and having the same judicial powers as a Board of Arbitration established under the succeeding provisions.

During any of the above outlined steps of the grievance procedure, the Steward or appropriate Management Representative may request the presence of the Union Business Agent or duly accredited officials of the Union to assist in amicable settlement of such dispute.

Arbitration

It shall be the responsibility of the party desiring Arbitration to inform the other party in writing, not later than five (5) days after the last discussion of the grievance between the Union and the Management of the Company. A Board of Arbitration shall be immediately established, consisting of one (1) appointee of the Union and one (1) appointee of the Company, and a third member to act as Chairman on the recommendation of the first two (2) appointees. Should the members fail to select a Chairman within fifteen (15) calendar days after the last discussion between the Union and the Company - Article 6 Step 3 - the members shall request the Ontario Minister of Labour to name the Chairman who shall be a member of the Judiciary.

The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto will bear the expense of their appointee to the Board and the parties will equally bear the expense and fees of the Chairman.

Both parties to this Agreement agree it is in the interest of both parties to make every reasonable effort to clear up grievance problems with the least possible delay.

The Company shall not be responsible for the payment of time used by any Owner-Operator in the investigation and settlement of a grievance.

Article 7 Strike and Lockout

During the term of this Agreement, there shall be no lockout by the Company or any strike, sit down, slow down, work stoppage or suspension of work, whether complete or partial for any reason by the Owner-Operators

Article 8 Safety Committee

The Company and the Union will form a Safety Committee, which will meet as per the provisions of the Occupational, Health and Safety Act.

Article 9 Medical Examination

Any medical examinations requested by the Company shall be promptly complied with by all Owner-Operators, provided however, that the Company shall pay for all such examination. The Company 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 Owner-Operator, have same Owner-Operator re-examined at the Union's expense. This Article applies only in situations after permanent employment is established.

Article 10 Passengers

No Owner-Operator shall be permitted to allow anyone except drivers authorized by the Company who are on duty or other transport drivers broken down on the highway, to ride in his truck except by written authorization of the Company.

Article 11 Extra Contract Agreements

It is agreed that neither party to this Agreement shall enter into any agreement or contract with the Owner-Operators which conflicts with the terms and provisions of this agreement, unless both parties agree to same. It is understood, however, that each Owner-Operator covered by this Agreement is also party to an individual agreement with the Company. A sample copy of such individual agreements is attached hereto as Appendix "A" and shall be incorporated by reference into this Collective Agreement.

Article 12 Lay Off and Recall

Should it become necessary to reduce the Owner-Operators, they shall be laid off in ascending seniority, by Department, provided that those who remain are qualified and have the right equipment needed to perform the required work. The Owner-Operators will be recalled in the reverse order in which they were laid off.

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DOCK LEVEL EQUIPMENT

- REQUIREMENTS: A) Floor of Van 54" from ground
B) Accessible to Dock Plate
C) 12' to 24' in length
D) 5,000 to maximum weight capacity
1. 1st or only trip 69%
2nd trip 45%
3rd trip or thereafter 57%
Maintain all increases received in past year.

ALL OTHER EQUIPMENT:

1. 1st or only trip 57%
2nd trip 45%
3rd trip or thereafter 57%
Maintain all increases received in past year.

LOCAL EQUIPMENT:

- DOCK LEVEL EQUIPMENT: (Same requirements as above)
70% of all trips
- ALL OTHER EQUIPMENT, 62% OF ALL TRIPS

The Company shall now pay empty miles from Cornwall back into Toronto and empty miles from Kincardine back into Toronto.