

# HIGHLIGHTS

...HIGHLIGHTS continued from page 3

of eligibility for a Safety Bonus. If agreement is not reached, the matter may be escalated to the Regional Representative and the Director Trucking Operations of CNTL for resolution.

## Health & Safety Issues

In the interest of our members' health and safety in the workplace, and their overall working conditions at CNTL and CN, the Union's Regional Representative for CNTL will join the President of Unifor Council 4000 and be a delegate to represent CNTL members' interests on the CN Senior Advisory Committee on Health and Safety.

## CNTL Dispatch Issues

The Union negotiated quarterly conference calls amongst Unifor representatives and CNTL to discuss concerns or problems with the dispatch process and to provide us with the opportunity to discuss improvements. This will be enshrined in the collective agreement.

## Benefit Plan for CNTL Members

The Union and the Company are committed to continue exploring the possibility of establishing a benefits package for our CNTL membership. The Company will administer the deductions to the select benefit provider at no cost to CNTL members. Participation rate is to be 100%. The Union will canvass our membership to determine desired level of coverage (ex. Co-pay, deductibles, etc.) and will determine the final plan design and provisions. CN will work with benefit specialists to obtain and review proposals from benefit providers at reduced premiums for our members.

## Hiring of Replacement Drivers

Shifts worked by a replacement driver under a CNTL Owner-Operator's standard contract, prior to being engaged under a standard contract as a member of the bargaining unit, in the year immediately prior to being engaged as an Owner-Operator, will be counted towards the completion of this probation period.

## YOUR UNIFOR CNTL MASTER BARGAINING COMMITTEE



**JERRY DIAS**  
National President,  
Unifor



**SCOTT DOHERTY**  
Executive Assistant to  
the National President



**BARRY KENNEDY**  
National Representative



**MARCEL BEAUSOLEIL**  
Local Chairperson  
CNTL Montreal  
Unifor Local 4004  
CNTL Bargaining  
Committee Member



**STEVEN HARDING**  
President  
Unifor Local 4005  
CNTL Bargaining  
Committee Member



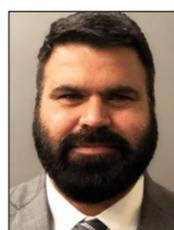
**DAVE KISSACK**  
President  
Unifor National Council  
4000



**PERMINDER SEKHON**  
Unifor Local 4003  
CNTL Bargaining  
Committee Member



**WESLEY GAJDA**  
Regional Representative  
Unifor National  
Council 4000  
CNTL Nationally



**SANDEEP SINGH**  
Local Chairperson  
CNTL Bargaining  
Committee Member



**MAJID MUHAMMED**  
Local Chairperson  
CNTL Saskatoon  
Unifor Local 4002  
CNTL Bargaining  
Committee Member

Three year and nine month agreement: April 1, 2019 to December 31, 2022



Designed by  
EW:CFU



# UNIFOR • CNTL

## BARGAINING REPORT

HIGHLIGHTS OF THE TENTATIVE AGREEMENT BETWEEN UNIFOR AND CNTL

UNIFOR • CNTL  
APRIL 2019

## HIGHLIGHTS

- New fuel conservation bonus
- Increases to all rates every year of the agreement
- 2 weeks time away from work each year

## THREE YEAR and NINE MONTH AGREEMENT

April 1, 2019 to  
December 31, 2022

## RECOMMENDATION

The bargaining committee has negotiated a tentative agreement that enhances our wages, conditions of work and improves our benefits.

Your bargaining committee recommends this tentative agreement and urges you to vote in favour of the recommendation for acceptance.

## Message from Unifor National President Jerry Dias



Brothers and Sisters,  
We began talks with CNTL in Montreal. Our hard working members have made CNTL and CN the successful company it is today. The rail sector is a key sector in our union and the role they play is crucial to the Canadian economy. This bargaining committee made sure the Company understood this.

I would like to congratulate the Council 4000 CNTL bargaining committee, who have worked very hard over the last three months to achieve significant gains for our members. These talks were not easy. This is the best settlement our Union has negotiated with the

Company since CN contracted the tractor trailer work of their Intermodal operations into CNTL in the early 90s. There are compensation increases in each year of the agreement, special zone adjustments and newly negotiated allowances, to name a few. You will see the various improvements in this brochure.

I would like to thank all Council 4000 members for your incredible support during these negotiations. Your solidarity made a difference at the bargaining table and helped us achieve an agreement that I strongly urge you to ratify.

**In Solidarity,**  
**Jerry Dias**

## Message from Unifor National Council 4000 President Dave Kissack



This was a difficult round of bargaining for our membership at CNTL. We began with a mandate from our members to seek improvements to their working conditions and wages and clear direction that members wanted time away from the workplace and a benefit plan. Seeking major concessions from any company is never easy however after many months of hard bargaining we were successful in reaching this agreement. We made huge gains to the working conditions. Members now will have a progressive discipline policy which means the three-strike termination rule is gone. In addition, members can no longer be suspended from service unless they have committed a major act of misconduct or dismissible offence and members cannot be disciplined if they successfully challenge traffic tickets. We were also able to negotiate for members to have two weeks per year time away from the workplace where they will have no requirement to provide service and we were

able to have the company agree to use their discount rates to obtain a benefit package, the contents of which the members will determine. In addition to improvements in zone rates, wait times and mileage rates for every year of the agreement, there are increases in other monetary items such as paint scheme subsidies, container cleaning charges, and truck age extensions and most importantly, no change to the fuel subsidy. You will also see a commitment to provide discounted rates on such things as tires and an added fuel conservation bonus. I would like to thank the committee for the countless hours they spent negotiating this agreement and special thanks to our Regional representative Wesley Gajda, Staff Representative Barry Kennedy and Assistant to the National President Scott Doherty for their long hours and hard work. I join the committee in recommending you vote to support it as well.

**In Solidarity,**  
**Dave Kissack**

## HIGHLIGHTS

### Term of Contract

- A three year and 9-month agreement that expires at 23:59 local time on December 31, 2022. A \$1,000 lump-sum bonus will be payable upon ratifying the new agreement.

### Compensation Improvements

	2019	2020	2021	2022
Wait Time: Terminal & Customer	\$1.00	\$1.00	\$1.00	\$0.50
Zone Rates	\$1.00	\$1.00	\$1.00	\$1.00
Mileage Rates	2.5%	2.5%	3%	3%

\*The above increases for 2019 commence the second regular payment period following ratification, and thereafter, effective January 1<sup>st</sup> of each year.

### Special Zone Adjustments

The Union negotiated Special Zone Adjustments that will be implemented after the general compensation increases in year 1 of the new contract, as follows:

- Moncton** – Zone moves between Zone 1 and Zone 4 will be increased by \$3
- Moncton** – Zone moves between Zone 3 and Zone 4 will be increased by \$3
- Montreal** – Zone moves between Zone 1 and Zone 20 will be increased \$3
- Edmonton** – New Zone rate to be established for Legal, Alberta, rate to pay \$49.54
- Edmonton** – Thorsby, AB will have a \$12 per move surcharge added
- Calgary** – Zone moves between Zone 1 and Zone 3 will be increased by \$3
- Calgary** – Zone moves between Zone 1 and Zone 53 will be increased by \$3
- Vancouver** – Squamish, BC will have a \$20 per move surcharge added
- Winnipeg** – Zone 3 will be split into 2 Zones
- Saskatoon** – Zone 3 will be split into 2 Zones
- Saskatoon** – Zone 6 boundary change will now be north of Circle Drive
- Brampton** – Zone 13 will be split in half with a new Zone 30 rate of \$52.91

### Cleaning Containers (Standard Contract - Schedule C)

When a member is requested to clean a container pursuant to Schedule “C” of the Standard Contract, he/she shall be granted a payment of \$15.00 for such incidental work.

### Safety Bonus

A Safety Bonus of **\$1,500.00** each year of the contract

### New Fuel Conservation Allowance

A new Fuel Conservation Allowance of **\$500** payable at the time of the yearly Safety Bonus when a member’s fuel consumption is reduced by 1% on average over the previous calendar year.

### Improvements to Bereavement Leave

We improved Bereavement Leave in the unfortunate circumstances of the death of a member’s spouse, child, or parent. In such cases, members will now be entitled to **5-working days’ bereavement leave** provided they have not less than 3-months’ continuous contractual relationship with CNTL. This is up from 3-days in the last contract.

### Away from Home Terminal Per Diems

The away from home terminal per diem of \$80.00 will now be paid when members work for a period in excess of **48-hours** (presently 72-hours) which will be paid for each 24-hour period temporarily assigned to an away from home terminal.

### Time Away from the Workplace

Members who become incapable of attending their affairs due to incapacity will be granted a maximum period of 30-calendar days to provide an acceptable replacement to fulfill their obligations under the Standard Contract during their period of recovery.

In addition, members may be granted two, one-week periods (7 calendar days) free from dispatch obligations of the Standard Contract that will be granted in seniority order within the terminal.

### CNTL Truck Specifications

#### Paint or Wrap Allowance

A lump sum allowance of **\$4,500** to Owner-Operators who replace their tractors. This allowance covers the cost of paint or wrap, as well as BSM unit installation and associated cabling. This allowance is only applicable once during the term of the revised collective agreement and for each distinct individual tractor (single VIN) regardless of its provenance or current or previous owner or lessee.

#### Truck Age

Members may seek an extension to the 15-year maximum truck age for up to an additional 2-years subject to satisfying the Company’s inspection at the end of the 15<sup>th</sup> year and 16<sup>th</sup> year. The fuel tank faring package in the truck specifications will also be modified to allow a half-length fuel tank cover with an optional rubber bottom.

#### Day cabs

The Union and the Company will continue discussions relating to “daycabs” type of trucks being permitted in the CNTL fleet.

## HIGHLIGHTS

### Rebates and Price Reductions (Michelin Tire as an example) for CNTL Members

The Union and Company have agreed to join forces in using the brand recognition of both parties in an attempt to achieve rebates or price reductions from major suppliers for the benefit of our CNTL membership. This will include negotiating a fleet rate with Michelin and/or other suppliers of essential consumables. Within 60-days of ratification, the Union and the Company will each designate two representatives to investigate the opportunities available, commencing with Michelin. This Committee will meet up to three times per year upon request to study identified opportunities, reach out to prospective suppliers, and where successful, report to the Director, Truck Operations CNTL and the Regional Representative of the Union on their findings.

### New Corrective and Progressive Changes for Disciplinary Matters

The Union negotiated significant improvements to Article 8.1 of the collective agreement. We are replacing the present three-strike system of discipline, which involves a harsh punitive approach to discipline (*deferred suspensions, suspension of upwards to 5-days, and termination on a third occurrence*) to a corrective and progressive points system of discipline. This will ensure members are not subject to an unfair loss of revenue for infractions, even those that are minor in nature. The new system is as follows:

- Members may be coached and/or counseled, or issued a written warning as a prelude to any formal or informal disciplinary intervention.
- A written reprimand or 1 demerit point will be assessed for the first occurrence of minor infractions.
- An assessment of 2 demerit points may be assessed for any subsequent minor infractions within 12-months from the previous disciplinary infraction.
- More serious misconduct or repetitions of minor infractions, or serial infractions of any nature will attract from 1 to 5 demerit points depending on the circumstances and the member’s discipline record.
- For members who have disciplinary points on their record, when they complete one full year of service from the date of the assessment without any additional discipline being assessed in that period, up to two (2) demerit points will be removed from the active record of such members.

Another important change we negotiated; if a notice of discipline is not provided within 21-days following the completion of an investigation process, the Company will now forfeit their right to assess discipline.

In the event of minor traffic or Highway Code violations/citations, the assessment of discipline (if any) may be delayed upon request of a member pending the outcome of the member legally challenging the ticket or citation. An investigative hearing will be conducted, but the imposition of discipline will be delayed will be granted for a maximum period of one (1) calendar year from the date of the issuance of the ticket or citation.

### Sub-Contracting

We have negotiated a new Article 11.4 where the Union and Company will meet quarterly each calendar year, or as mutually arranged, to discuss CNTL’s plans to sub-contract moves pursuant to the terms of Appendix 1 of this collective agreement. Should the Union believe our rights under the collective agreement have been violated, we have 21-days to initiate a **grievance commencing at Step 3** (the final step) of the grievance procedure.

### Changes to Scheduled Start Times or Rest Days

A new Article will be added to the collective agreement that stipulates when scheduled start times are changed by more than two (2) hours earlier or later than they were initially bulletined, or there is a change in rest days, the assignments will be re-bulletined if the member holding the affected assignment/run does not desire the new work schedule. Such member will be permitted to exercise terminal seniority to displace a junior Owner-Operator then holding a more desirable assignment or permanent run. An Owner-Operator displaced because of this provision, shall in turn be permitted to displace a junior Owner-Operator on a more desirable assignment or run.

### Temporary Assignments/Runs

A new Article will be added to the collective agreement where the Company may create temporary assignments/runs when the work in question is expected to be of a duration of 90 calendar days or less. Temporary assignment shall be awarded to the senior Owner-Operator desiring the assignment/run. Once the temporary assignment/run has elapsed, the member will revert to his/her former assignment/run.

### Accident Review Committee to determine Eligibility of Safety Bonus

An accident review committee consisting of the consist of the Local Chairperson and the Driver Manager will be formed at each terminal to meet and review all accidents and make a determination on whether the accident was preventable or non-preventable. When agreement is reached that an accident was non-preventable, it shall not be used in the determination

HIGHLIGHTS continued on page 4...